



Town of Mount Desert  
Board of Selectmen  
Agenda

Regular Meeting  
Tuesday, September 7, 2021

**Location: Public can now attend meeting in person. Meetings will continue to be offered via Zoom see bottom of pg. 3 for connection details**

- I. Call to order at 6:30 p.m.**  
*Public, please hold comments until the BOS Chairman opens the agenda items for public comment*
- II. Public Hearing(s)**  
*Traffic Ordinance, specifically "Changes in Regard to Updating Fine Amounts, Early Payment Incentives and Late Penalties.*
- III. Post Public Hearing**
  - A. Discussion and Approve Changes to the Mount Desert Traffic Ordinance in order to make Integrating the Parking Enforcement Systems Easier and Cost Effective*
- IV. Minutes**
  - A. Approval of the minutes from August 16, 2021.*
- V. Appointments/Recognitions/Resignations**  
*None Presented*
- 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. Thank you letter from WIC (Women, Infants and Children) Program*
  - B. Thank you letter from LifeFlight Foundation*
  - C. Thank you letter from Downeast Horizons*
  - D. Thank you letter from Northern Light Home Care & Hospice*
  - E. Thank you letter from Island Housing Trust*
  - F. Thank you letter from Bar Harbor Food Pantry*
  - G. Hancock County Commissioners Meeting Minutes for August 3, 2021*
  - H. Hancock County Commissioners Meeting Agenda for September 8, 2021*
  - I. Thank you letter to Fire Chief Bender from a Visiting Firefighter*
  - J. Sample Verification Letter from Assessor authorizing individual(s) from Vision Software to Inspect Properties for Revaluation Purposes*
  - K. Update on municipal solid waste that is bypassing the Coastal Resources of Maine facility and going to PERC*
  - L. Memo from Hancock County Commissions regarding Hancock County American Rescue Plan Activities*
- VII. Selectmen's Reports**

**VI. Unfinished Business**

- B. To Review and Approve the Rental Agreement for the Somesville Fire Station Community Room*
- C. Consideration of retaining the services of Vortex, formerly Ted Berry Company, to perform scheduled Year 2 work of our five plan of the GIS mapping, cleaning, and CCTV (closed circuit television) of a portion of the Town's wastewater collection system at a cost of \$46,770 with \$25,000 of said funds to be used from the FY-22 annual appropriations budget line number 1550552-54530 and \$21,770 to be used from the Wastewater Capital Reserve Account Number 4050500-24501 with a current unencumbered balance of \$130,744 leaving, if approved, an unencumbered balance of \$109,004 in the reserve account*

**VII. New Business**

- A. Consideration of retaining the services of Ray Plumbing & Heating to furnish and install a new boiler at the Somesville wastewater treatment plant at a cost of \$22,245 with said funds to be used from the Wastewater Capital Reserve Account Number 4050500-24501 with a current balance of \$109,004 if previously requested funding in this agenda was approved, otherwise having a current balance of \$130,744 leaving, respectively \$86,579 if this agenda item is approved or \$109,004 if not approved, as the final balance in the reserve account.*
- B. Review of the cyber-attack on the Northeast Harbor Wastewater Plant*
- C. Consideration of a request from the Sustainability Committee to hire A Climate to Thrive to complete a Climate Action Plan for the Town at a cost of \$9,630 to the Town*
- D. Discussion with Police Chief Willis Concerning a Written Request from Residents of Jordan Pond Road to the Board of Selectmen and Superintendent of Acadia National Park Regarding Problems Associated with Increased Traffic*
- E. Authorize Purchase of 2022 Ford Police Responder 4WD, as Outlined in Bid Package for \$34,146.00 with Additional Authorization of Trade for 2018 Dodge Ram Truck for \$13,595.00, giving a Net Purchase Price of \$20,551.00*
- F. Authorize to Make the Purchase of New Dispatch Console as Outlined in Police Chief Willis memo. Funds to be Released from Reserve Account #404088-24406 and for those Funds to be Expended as Indicated in memo.*
- G. Consider Authorizing Town Manager Lunt to Act as Local Authority for the Local Fiscal Recovery Program (ARPA)*
- H. Consider Partnering with Acadia National Park to Study the Health of the Inner Cove at Otter Creek*
- I. Consider Authorizing the Use of \$164,670 in the Wastewater Bond Reserve (4050500-24203) Funds to be Used to Subsidize the 10/01/2021 Principle Payment of MMDD CWSRF Loan 2003FFRS*
- J. Approval to release an amount not to exceed \$36,060.00 from account #4040300-24470(Fire Station Building Reserve) and authorization to use such funds for the purpose of retaining Fraser Associates Architects, PC for personal technical services associated with the design and bidding of the improvements to the Somesville Fire Station(Station #3).*
- K. COVID-19 Vaccination Policy for Emergency Medical Workers*

**VIII. Other Business**

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A. Such other business as may be legally conducted

**IX. Treasurer's Warrants**

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

Town Invoices	AP2179	09/08/2021	\$35,144.99
	AP2212	09/08/2021	\$1,885,863.28
<b>Total</b>			<b>\$1,921,008.27</b>

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

State Fees & PR Benefits	AP2209	08/18/2021	\$2,488.61
State Fees & PR Benefits	AP2210	08/25/2021	\$181,795.90
State Fees & PR Benefits	AP2211	09/01/2021	\$8,605.88
Town Payroll	PR2204	08/20/2021	\$130,780.83
	PR2205	09/03/2021	\$122,608.46
	PR2206	09/03/2021	\$500.10
<b>Total</b>			<b>\$446,779.78</b>

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

School Invoices	#3	09/01/2021	\$19,362.13
	#5	09/03/2021	\$60,348.23
<b>Total</b>			<b>\$79,710.36</b>

<b>Grand Total</b>			<b>\$2,447,498.41</b>
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**X. Adjournment**

The next scheduled meeting is at 6:30 p.m., Monday, September 20, 2021 Via Zoom.

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

**Join Zoom Meeting**

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

**Meeting ID: 248 566 175**

**Password: 919872**

One tap mobile

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

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

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

**Meeting ID: 248 566 175**

**Password: 919872**

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



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



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

MDPD  
21 Sea Street, PO Box 248  
NE Harbor, ME 04662  
Tel: 207-276-5111  
[jwillis@mdpolic.org](mailto:jwillis@mdpolic.org)

**MEMORANDUM**

To: Durlin Lunt, Town Manager  
From: James Willis  
Subj: Updated Status on Integrating Parking Enforcement Systems  
Date: August 10, 2021

At their June 7, 2021 meeting the Board of Selectman approved integrating Mount Desert's parking enforcement system with the Town of Bar Harbor system currently hosted and administered by IPS Group.

In a memo submitted detailing the integration; I discussed changes to Mount Desert's Traffic Ordinance in order to make this integration easier and cost effective. The draft ordinance changes have now been completed by Attorney James Collier and they are attached. In summary, there are small changes on pp. 3 & 5. and more substantive changes on pp. 15 & 16.

These updates align our fines for parking violations and late fees with Bar Harbor's. The recommended changes include changing the fines for the \$20.00 violations to \$30.00, increasing the fine for blocking a fire hydrant or fire lane to \$50, and increasing the handicapped parking violation to \$250. In addition, the recommendations include adding a \$5.00 discount for early payment (within 14 days of issuance) and implementing a \$20.00 late fee for the fire lane and hydrant violations as well as all \$30 fine violations (late is more than 30 days from issuance).

I am recommending that the Board of Selectman accept the proposed amendments to the Town of Mount Desert's traffic ordinance in order to facilitate implementation the parking enforcement system integration with the Town of Bar Harbor.

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

**ENACTED APRIL 15, 1991**

**and as AMENDED**

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

**REPEALED JUNE 17, 2013**

**AND THE FOLLOWING**

**ENACTED JUNE 17, 2013**

**AMENDED:  
April 17, 2018  
April 6, 2020**

Town of Mount Desert Traffic Ordinance

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**ARTICLE A – GENERAL**

**SECTION A-1 TITLE and PURPOSE**

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

**SECTION A-2 STATE TRAFFIC LAWS ADOPTED**

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

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

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

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

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

**SECTION A-4 HEAVY TRAFFIC ROUTES**

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

**ARTICLE B – CONTROLLED INTERSECTIONS and  
STREET TRAFFIC REGULATIONS**

**SECTION B-1 OPERATORS TO OBEY TRAFFIC CONTROL DEVICES**

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

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

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



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

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

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

**SECTION B-4 VEHICLE AND WEIGHT RESTRICTIONS**

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

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

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

**SECTION B-5 ONE WAY STREETS**

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

- Traffic on Main Street, in Northeast Harbor, from its intersection with Old Firehouse Lane south to its intersection with Neighborhood Road, is one-way southbound beginning on the first Monday in April and returns to two-way on the first Monday in November. In addition, parking during the "summer" is diagonal and in the "winter", parallel. (In this section, the term "summer" shall mean the period from the first Monday in April through the first Monday in November and "winter" shall mean the period between the first Monday in November through the first Monday in April of the succeeding year.)

**ARTICLE C – SPEED LIMITS**

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

**ARTICLE D – PARKING REGULATIONS**

**SECTION D-1 RESTRICTIONS ON PARKING; POSTED LIMITATIONS**

- (a) **Twenty-four (24) Hour Limitation.** No person, firm or corporation shall park or leave standing any automobile, truck, tractor, trailer or vehicle of any description on any public street or public parking lot in the Town for a period of twenty-four (24) or more consecutive hours in the same location at any time, except that where other parking limits have been specifically established in this ordinance the other limits as established and posted shall apply. When any law enforcement officer shall find a vehicle standing upon a public street or parking lot in violation of the provisions of this Section the law enforcement officer may cause said vehicle to be removed to a proper impoundment and storage area within the Town where storage space is available and in such case the owner shall pay the costs of removing said vehicle and the storage fees on said vehicle before he may recover the possession thereof.
- (b) **Other Limitations.**
- (1) The Board of Selectmen may designate certain streets or portions of streets as no parking or no stopping or standing zones or as zones for parking by physically handicapped persons and may limit the hours in which the restrictions apply. The Town shall mark, by appropriate signs, each zone so designated in accordance with the provisions of Maine Statutes.
  - (2) Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, no person shall stop or park a vehicle in an established no stopping or standing zone when stopping or standing is prohibited. No vehicle shall be parked in a no parking zone during hours when parking is prohibited except physicians on emergency calls or as permitted by State law or elsewhere by this Ordinance.
  - (3) The Chief of Police, or her or his designee, is hereby granted the authority within the reasonable exercise of police power to prohibit, limit the time or otherwise restrict or allow the stopping, standing or parking of vehicles beyond the provisions of this Ordinance to respond to temporary and/or emergency conditions.

**SECTION D-2 PARKING RESTRICTIONS DURING STREET MAINTENANCE OR TEMPORARY SNOW REMOVAL**

- (a) **Temporary Parking Restrictions** Pursuant to authority granted to municipalities, the Chief of Police is empowered to make and enforce temporary

regulations relating to emergency, snow or special conditions and to prohibit, limit the time of or otherwise restrict the stopping, standing or parking of vehicles beyond the prohibitions, limitations or restrictions imposed by the Statutes or by this Chapter on highways, streets or alleys within the Town. However, no prohibition, limitation or restriction on parking imposed under this Section is effective unless official traffic signs or markers have been placed or erected indicating the particular prohibition, limitation or restriction, or the owner of a vehicle has been notified to move the vehicle. The owners or operators of all motor vehicles parked thereon shall be subject to such regulations

- (b) **Snow Removal** During the periods when snow has accumulated and requires removal from highways, streets and alleys of the Town, parking may be prohibited thereon in order to facilitate such snow removal; in such case, police officers shall attempt to give notice to the owner or operator of any motor vehicle so parked to remove the same as soon as it is possible to do so. If such owner cannot be located after reasonable attempts or fails to remove such motor vehicle within a reasonable time of receiving such notice, he shall be subject to penalty as provided in Article E of this Ordinance, and any Police Officer is authorized to remove the vehicle or cause it to be removed from the highway, street or alley. The owner of said vehicle shall be responsible for all costs associated with removal and storage of said vehicle.

Moreover, and notwithstanding the foregoing, starting the first Monday in November and ending the first Monday in May of each year, the parking of vehicles at all times between the hours of midnight and 6:00 a.m. is prohibited on all Town roads.

#### **SECTION D-3 STOPPING OR PARKING PROHIBITED IN CERTAIN PLACES**

- (a) **Parking Prohibited at All Times.** Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle:
- (1) within an intersection;
  - (2) on a crosswalk;
  - (3) on a sidewalk or terrace area, except when parking in such place is clearly indicated by official traffic signs or markers. "Terrace or Sidewalk Area" means that area between the sidewalk and the nearest curb line running parallel or generally parallel thereto or in the absence of a sidewalk four (4) feet beyond the curb line;
  - (4) alongside or opposite any highway excavation or obstruction when such stopping or standing would obstruct traffic or when pedestrian traffic would be required to travel in the roadway;

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- (5) on the roadway side of any parked vehicle unless double parking is clearly indicated by official traffic signs or markers;
  - (6) within twenty (20) feet of the driveway entrance to a fire station;
  - (7) upon any portion of a highway where and at the time when stopping or standing is prohibited by official traffic signs indicating the prohibition of any stopping or standing;
  - (8) in any place or manner so as to obstruct, block or impede traffic;
  - (9) upon any portion of a highway where and at the time when parking is prohibited, limited or restricted by official traffic signs;
  - (10) upon any bridge;
  - (11) upon any terrace or sidewalk in the Town at any time;
  - (12) in a loading zone;
  - (13) within four (4) feet of the entrance to an alley, private road or driveway; or
  - (14) in an area within eight (8) feet from a point on the nearest curb or roadside to a line perpendicular from the curb or roadside to a fire hydrant.
- (b) Vehicles Not to Block Private Drive, Alley or Fire Lane. No vehicle shall, at any time, be parked so as to unreasonably restrict the normal access to any private drive, alley or fire lane. Said access shall be deemed to be unreasonably restricted if any vehicle other than owner's vehicle is parked within four (4) feet of either side of said access. Upon discovery by a police officer or upon complaint by the owner of any such blocked drive, alley or fire lane, the Chief of Police may order said vehicle towed from such position at the risk and expense of the owner of said vehicle.
- (c) No Parking on Private Property. No person shall, without the permission of the owner or lessee of any private property, leave or park any vehicle thereon if there is in plain view on such property a "No Parking" sign or a sign indicating limited or restricted parking. The Police Department is authorized to enforce all provisions of this Subsection and upon complaint can tow any motor vehicle or vehicles found in violation of "No Parking" and unauthorized parking as set forth above. Any charges or expenses for towing or otherwise removing vehicles under this Section shall be borne by the owner thereof.

**SECTION D-4 ANGLE PARKING**

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

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

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

**SECTION D-5      PARKING AND STORAGE PROHIBITED**

- (a) Parking Prohibited except When Unloading or Vehicle is attended. No person shall stop or leave any vehicle standing on any portion of the following highways at the following locations except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers and while the vehicle is attended by a licensed operator so that it may promptly be moved in case of an emergency or to avoid obstruction of traffic at any place on any of the streets and highways in the Town at which "No Parking" signs shall be posted by the Chief of Police or any police officer. Such signs may be placed whenever the Chief of Police or any police officer on duty deems it necessary for the safety of the traffic at any point within fifty (50) feet of any intersection of two (2) or more highways or streets within the Town or where free space is necessary for the turning of buses or other vehicles, or when the open traveled portion of the highway is narrowed by excessive snow, or whenever hazardous conditions are created by construction operations, fire or other casualty, or whenever any celebration or other cause for the assembly of crowds, or the orderly handling of large amounts of traffic, may require limitation upon parking within any area on the streets and highways in the Town.
- (b) Storage Prohibited. No person owning or having custody of any partially dismantled, non-operable, wrecked, unregistered, junked or discarded motor vehicle shall allow such vehicle to remain on any public highway, public parking lot or public ramp longer than twenty-four (24) hours after notification thereof by the Police Department. Any vehicle which is not removed within twenty-four (24) hours after notice is declared to be a public nuisance and may be removed as provided in Section D-7, below.

**SECTION D-6      UNLAWFUL REMOVAL OF PARKING CITATIONS**

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

**SECTION D-7 REMOVAL OF ILLEGALLY PARKED VEHICLES**

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

**SECTION D-8 WINTER REGULATIONS**

During the period between the first Monday in November through the first Monday in May of the succeeding year, the time or permit requirements specified in the below named Sections of this Ordinance shall be suspended: Section D-9 (d) (2) to (4); (e) (3) & (4); and (f) (1) & (4). During the period between the first Monday in November through the first Monday in April of the succeeding year, the time or permit requirements specified in Section D-9(1), below, shall be suspended.

**SECTION D-9 PARKING LOTS AND PARKING SPACES – APPLICABLE TO  
NORTHEAST HARBOR ONLY**

- (a) **Parking Prohibited at All Times.** Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle:
  - (1) on Huntington Road from Kimball Road to Harbor Road;
  - (2) on Sea Street, Northeast Harbor except 3 stalls in front of the Town Hall;
  - (3) on Harbor Drive and Huntington Road, starting from Harborside Road and terminating at South Shore Road, except for four spaces near and south of the entrance to the Tennis Court Parking Lot on the east side of Harbor Drive;
  - (4) from 9 Harborside Drive to 27 Harborside Drive;
  - (5) on the north side of Summit Road beginning one-hundred and eighty (180) feet west of the entrance to Municipal Lot # 2;

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- (6) on the south side of Summit Road in the first sixty (60) feet west of the intersection with Main Street;
  - (7) on either side of Route 3 between the intersection of Route 3 and Route 198 and the intersection of Route 3 and the Asticou Hill Trail;
  - (8) on the southerly side of Joy Road from its intersection with Gilpatrick Lane to its intersection with Lookout Way;
  - (9) campers and trailers shall not park on the northerly side of Joy Road from its intersection with Gilpatrick Lane to its intersection with Lookout Way;
  - (10) on the easterly side of Lookout Way from its intersection with Joy Road to the church right-of-way; and
  - (11) on the south side of Route 3 on Peabody Drive from utility pole 91 extending easterly to utility pole 102.
- (b) **Half Hour Parking.** No person shall park or leave standing any vehicle on any portion of the following highways or parking lots or streets in the Town for a period of more than one half hour in the same location at any time between the hours of 6:00 a.m. and 6:00 p.m. in those spaces designated as "Municipal Business" at or near the Town Office Building in Northeast Harbor.
- (c) **One Hour Parking.** No person shall park or leave standing any vehicle on any portion of all stalls on the waterfront (Bulkhead, between the Harbormaster's Office and the ramp) in the parking lot adjacent to the Northeast Harbor Municipal Pier for a period of more than one hour in the same location at any time between the hours of 6:00 a.m. and 6:00 p.m.
- (d) **Two Hour Parking.** No person shall park or leave standing any vehicle on any portion of the following highways or parking lots or streets in the Town for a period of more than two (2) consecutive hours in the same location at any time between the hours of 6:00 a.m. and 6:00 p.m.:
- 1) all of Main Street, Northeast Harbor -- angle parking only while street is one-way -- included are the two handicap spaces (one handicap space is located at the west side of Main Street south of the exit from the parking lot south of Bar Harbor Banking and Trust Co., and one handicap space is located on the west side of Main Street south of the fire hydrant located between 151 Main Street and John Madonna's residence);
  - 2) all of the area in Municipal Lot # 1, surrounding the old Municipal Building in Northeast Harbor (about 21 stalls);
  - 3) all of the stalls in Municipal Lot # 2, near the Knowles Building in Northeast Harbor (about 12 stalls);

Town of Mount Desert Traffic Ordinance

- 4) all of the stalls in the Village Improvement Society lot behind / beside the Bar Harbor Bank in Northeast Harbor (about 9 stalls);
  - 5) on the north side of Summit Road from its intersection with Main Street to its intersection with Joy Road; and
  - 6) 6 stalls in front of the Northeast Harbor Library.
- (e) **Parking by Permit.** No person shall park or leave standing any vehicle on any portion of the following parking lots without the indicated permits:
- 1) parking area south of Municipal Building, generally known as the Cranberry Lot (approximately 123 stalls – permit fee set by language contained in the contract with the Town of Cranberry Isles);
  - 2) parking area east of Municipal Building reserved for municipal business (14 stalls – no fee);
  - 3) parking area east of Municipal Building for temporary parking by permission of Police Office or Dispatchers (25 stalls - \$10/day fee);
  - 4) all stalls in the Seasonal Lot at the Marina – all such permits are available at the Harbormaster’s Office;
  - 5) all stalls in the Northeast Harbor School Parking Lot – reserved for school use or by permission of school officials;
  - 6) one stall in the Lot immediately adjacent to the Municipal Pier – reserved for the U.S. Postal Service (one stall — no fee); and
  - 7) for the Tennis Court Lot the Harbormaster may issue overnight parking permits.
- (f) **No Overnight Parking.** No person shall park or leave standing any vehicle on any portion of the following highways, parking lots or streets in the Town overnight:
- 1) the Tennis Court Parking Lot the near the Northeast Harbor Marina, except with specific written permission of the Harbormaster (written permit required);
  - 2) all stalls in the Lot immediately adjacent to the Municipal Pier in Northeast Harbor, except with a specific written permission of the Harbormaster (written permit required);
  - 3) all stalls on Harbor Drive; and



Town of Mount Desert Traffic Ordinance

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

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

- (a) Parking Prohibited at All Times. Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle:
  - (1) on either side of Route 3, Main Street, in the village of Seal Harbor between Dodge Point Road and Clement Way;
  - (2) on the south side of Route 3, starting at a point 535 feet west of the junction of Route 3 and Little Long Pond Road (opposite and 60 feet west of NET Pole 9/95) in Mount Desert and extending easterly to a point 495 feet east of the junction of Route 3 and Little Long Pond Road (opposite NET Pole 103) – a total distance of 1,020 feet;
  - (3) on the north side of Route 3, starting at a point 410 feet west of the junction of Route 3 and Little Long Pond Road (65 feet west of NET Pole 96) in Mount Desert and extending westerly to a point 640 feet westerly of the junction of Route 3 and Little Long Pond Road (adjacent to NET Pole 9/92) – a total distance of 230 feet;
  - (4) on the north side of Route 3, starting at a point 485 feet east of the junction of Route 3 and Little Long Pond Road (adjacent to NET 103) in Mount Desert, and extending westerly to a point 50 feet east of the junction of Route 3 and the Little Long Pond Road (adjacent to NET 99) – a total distance of 435 feet; and

- (5) on the westerly side of Steamboat Wharf Road, starting from a point that is adjacent to the base of the fountain located at the intersection of Steamboat Wharf Road and Route 3 (Peabody Drive) and extending southerly 383 feet, more or less, to a point that is at the point where the sidewalk on the westerly side of Steamboat Wharf Road changes from concrete to a paved sidewalk and where a set of granite stairs connect the sidewalk to the shore, that is approximately 50 feet north of and directly across the road from Emera Pole # 212916; and
  - (6) on the easterly side of Steamboat Wharf Road, starting from a point that is adjacent to the base of said fountain and extending southerly to the intersection of Steamboat Wharf Road with New County Road.
- (b) Ten Minute Parking. Parking at the Seal Harbor Post Office is restricted to ten minutes.
- (c) No Overnight Parking. No person shall park or leave standing any vehicle on any portion of the following highways, parking lots or streets in the Town overnight:
- (1) all stalls on Main Street, Seal Harbor (about 20 stalls);
  - (2) all stalls at the Seal Harbor dock (about 22 stalls – no fee), including handicap spot;
  - (3) all stalls at the Seal Harbor Beach, including handicap spot;
  - (4) all stalls at the parking lot on the Jordan Pond Road in Seal Harbor, located across from the Seal Harbor Fire Station; and
  - (5) all stalls at the dirt parking lot located just above the former Village Market – except with specific written permission of the Harbormaster (written permit required).

**SECTION D-11 PARKING LOTS AND PARKING SPACES – APPLICABLE TO SOMESVILLE ONLY**

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

- in front of the Somesville Library.

**SECTION D-12      PARKING LOTS AND PARKING SPACES – APPLICABLE TO PRETTY MARSH ONLY**

- (a) **Parking Prohibited at All Times.** Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle on the southeasterly side of the Bartlett Island Landing Road (*i.e.*, the right hand side of the road when traveling northeastward from the Landing), except for that area on the southeasterly side of the Bartlett Island Landing Road from a point that is sixty-seven feet northeasterly from Pole #18 northeastward to a point that is seventy-five feet northeasterly of (*i.e.*, beyond) Pole # 16.
- (b) **No Restrictions.** There shall be no time limits for use of all those stalls at Bartlett's Landing, Pretty Marsh (including the handicap parking space), except that:
- i) obviously abandoned, unregistered or unserviceable vehicles may be removed by the police as per Section D-7 of this Ordinance; and
  - ii) no person shall park or leave standing any vehicle on any portion of the Bartlett Island Landing parking lot overnight without specific written permission of the Harbormaster (written permit required).

**ARTICLE E – ENFORCEMENT AND PENALTIES**

**SECTION E-1      PENALTIES.**

- (a) Violations of this Ordinance will be classified as civil violations and will be enforceable in accordance with 17-A M.R.S., Section 3.
- (b) Parking Violations generally – ~~\$20.00~~\$30.00.
- (c) Blocking a fire hydrant or blocking a fire lane– ~~\$50.00~~.
- (~~e~~)(d) Any vehicle ticketed three consecutive times (successive 2 hour periods) for the same violation may be towed after 24 hours of the first violation and towing and storage bill will be paid by the operator or owner of the vehicle after a tickets are paid.
- (e) Parking violations shall be considered delinquent if not paid within 30 days of issue.
- (f) All delinquent parking violations shall subject to a late fee of \$20.00

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~~(d)(g) There will be a \$5.00 discount for early payment (i.e., within 14 days of issuance) of all parking fines.~~

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#### SECTION E-2: OTHER VIOLATIONS

- (a) Any person who shall violate any provision of this chapter for which a penalty is not otherwise established by this section shall be subject to a fine of ~~thirty dollars (\$30.00)~~ ~~not less than twenty-five dollars (\$25.00) nor more than two hundred dollars (\$200.00)~~ for each offense.
- (b) Violation of "Handicapped Only" parking shall carry a fine of ~~\$100.00~~ \$250.00. (Maine Motor Vehicle Statutes, Title 29-A).
- (c) In addition, pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 6-A, Chapter 187, Subchapter 5 (30-A M.R.S. § 4452), the Town may recover all costs of enforcement of this ordinance, including reasonable attorney's fees.

#### SECTION E-3: ENFORCEMENT

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

#### SECTION E-4: INJUNCTION

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

### ARTICLE F – MISCELLANEOUS PROVISIONS

#### SECTION F-1 SEVERABILITY

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

#### SECTION F-2 NOTICE

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

**SECTION F-3 ENABLING PROVISION**

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

**SECTION F-4 EFFECTIVE DATE AND EXPIRATION**

- (a) The effective date of this Ordinance is: June 17, 2013.
- (b) This Ordinance shall expire and be of no force or effect on June 17, 2028.

**APPENDIX A**  
**(STOP Signs)**

Traffic shall be required to stop at the following intersections:

**In the village of Northeast Harbor:**

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

Town of Mount Desert Traffic Ordinance

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

In Somesville / Pretty Marsh / Sound:

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

**Town of Mount Desert Traffic Ordinance**

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

**In Otter Creek:**

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

**In Hall Quarry:**

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

**In Seal Harbor:**

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



**Town of Mount Desert Traffic Ordinance**

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

## **Legal Notices**

### **TOWN OF MOUNT DESERT PUBLIC HEARING NOTICE TRAFFIC ORDINANCE CHANGES**

Notice is hereby given that the Town of Mount Desert Board of Selectmen will hold a public hearing at its regular meeting beginning **6:30 p.m., September 7, 2021** in the Meeting Room, Town Hall, 21 Sea Street, Northeast Harbor, to hear public comment on and to consider amending the Traffic Ordinance, specifically, "changes in regards to updating fine amounts, early payment incentives and late penalties". Members of the public are invited to attend and make comment. The complete text of the amendments is available at the Town Office for viewing by interested parties.

August 28, 2021

Saturday/Sunday, August 28-29, 2021 Bangor Daily News B7

# CLASSIFIEDS

**Classified Hours:**  
Monday - Friday 8 a.m. - 4 p.m.  
1 Merchants Plaza, Bangor

**1-800-432-7964 (TOLL-FREE IN MAINE)**  
**207-990-8020, Fax: 207-941-0885**  
Email: [classifieds@bangordailynews.com](mailto:classifieds@bangordailynews.com)

**BDN** [bangordailynews.com](http://bangordailynews.com)

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: such as, but not limited to, lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimus and minor components waivers apply to this contract.

### 10. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids, to accept any bid that it deems to be in its best interests, and to waive any irregularities in bidding.

Stephen Bost  
City Manager  
August 28, 2021

82 State House Station  
Room 104, First Floor, Cross Office Building  
Augusta, ME 04333-0082

Written testimony should be submitted before **September 8, 2021**.

The Committee will also be hearing public testimony on the Report during its Committee meeting for those who wish to comment in person. Those testifying should bring 20 copies of their testimony in writing for distribution to Committee members.

The meeting is **September 8, 2021 at 10:00 a.m. in Room 220 of the Cross Office Building**. Persons with special needs who wish to attend and require accommodations should notify the Government Oversight Committee as soon as possible.

Telephone: (207) 287-1901  
TTY: (207) 287-6826  
FAX: (207) 287-1906

Aug. 28, 2021



### PART-TIME POSITION WEEKEND SECURITY/ DISPATCH

GAC Chemical Corporation, Seersport, ME, has an immediate opening for a part time Weekend Security/Dispatch person. The successful candidate must routinely walk the grounds, answer phones and perform other administrative duties. Very competitive hourly rate. Please send resume in confidence to [bhaase@sacchemical.com](mailto:bhaase@sacchemical.com) or complete an application at 34 Kinder Point Road, Seersport, ME 04974.

### Legal Notices

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August 28, 2021

### Legal Notices

#### NOTICE TO CONTRACTORS

The University of Maine is seeking sealed bids for the following project:

**DMC ELECTRICAL INFRASTRUCTURE UPGRADES**

Bids will be received until **2:00pm on Wednesday, September 22, 2021**, at which time the Bids will be opened and read aloud via zoom.

### Legal Notices

#### PUBLIC NOTICE: NOTICE OF INTENT TO FILE

Please take notice that Robert Murch, 10451 Sperry Road, Kirtland, OH 44094, is intending to file a Natural Resources Protection Act permit application with the Maine Department of Environmental Protection pursuant to the provisions of 38 M.R.S. §§ 480-A thru 490-BB on or about **August 31, 2021**. The application is for Shoreline Stabilization at the following location:  
**4 Murch Lane, Cranberry Isle, ME 04625.**

A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the Department in writing, no later than **20 days** after the application is found by the Department to be complete and is accepted for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application.

For Federally licensed, permitted, or funded activities in the Coastal Zone, review of this application shall also constitute the State's consistency review in accordance with the Maine Coastal Program pursuant to Section 307 of the federal Coastal Zone Management Act, 16 U.S.C. § 1456.

The application will be filed for public inspection at the Department of Environmental Protection's office in Bangor during normal working hours. A copy of the application may also be seen at the municipal offices in Cranberry Isle, Maine.

### Legal Notices

#### WINTER SAND 2021 REQUEST FOR BIDS TOWN OF WINTERPORT

The Town of Winterport is currently accepting bids to furnish the Town of Winterport with up to approximately 8,000 yards of winter sand and to mix the sand with salt provided by the Town of Winterport at the Winterport Sand/Salt Shed located on the Transfer Station road. The price to be for a contract period from **September 15, 2021 to June 30, 2022**. Bids must be received by **4:00 P.M. September 13, 2021** at the Winterport Town Office 44 Main Street in a sealed envelope marked "**Winter Sand Bid 2021**" at which time they will be opened and read aloud.

The Town reserves the right to accept or reject any and all bids, to waive any informalities or minor defects or to take whatever action the Town feels is in the best interest of the Town. The Town also reserves the right to reject any BID, if the evidence submitted by, or investigation of such BIDDER fails to satisfy the Town that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

August 28, 2021

## UPCOMING AUCTIONS

~ TURN SURPLUS INTO CASH ~

Real Estate - Equipment - Vehicles - Inventory - Repairs - PowerCoil.com

**Town of Mount Desert  
Selectboard Special Meeting Minutes  
Monday, August 16, 2021**

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

Town Officials Present: Town Manager Durlin Lunt, Tax Assessor Kyle Avila, Harbormaster John Lemoine, Fire Chief Mike Bender

Members of the public were also in attendance.

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

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

**II. Minutes**

*A. Approval of the minutes from August 2, 2021*

MOTION: Mr. Hart moved, with Ms. Dudman seconding, approval of the August 2, 2021 Minutes as presented.

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

**III. Appointments/Recognitions/Resignations**

*A. Consider appointment of Francis Baltzell to the Broadband Committee*

MOTION: Ms. Dudman moved, with Mr. Hart seconding, appointment of Francis Baltzell to the Broadband Committee, as presented.

Motion approved 5-0.

**IV. Consent Agenda**

*A. Thank you letter from Island Connections*

*B. Thank you letter from Eastern Area Agency on Aging*

*C. Hancock County Commissioners Meeting Minutes for July 20, 2021*

*D. Damage Assessment Determination for June 9, 2021 with revisions and final determination*

*E. Durlin Lunt re-certified as Town Manager, by the Maine Town, City and County Management Association*

*F. Wastewater Superintendent Monthly report for June*

MOTION: Mr. Wood moved, with Mr. Hart seconding, acceptance of the Consent Agenda as presented, and with acknowledgement of Manager Lunt's recertification.

Motion approved 5-0.

**V. Selectmen's Reports**

1 Ms. Dudman noted the delays in the Fiberright plant purchase and wondered if there  
2 were a way to revive the Town’s recycling operation. Manager Lunt agreed to look  
3 into it.

4  
5 Ms. Littlefield reported the parking issue at the Fleet was still a problem. Ms.  
6 Dudman agreed.

7  
8 Ms. Littlefield reported an inquiry from a resident asking if the Town had ever  
9 considered making Sargent Drive one-way in the summer.

10  
11 Mr. Hart reported that vegetation growth around the stop signs in town seems to  
12 have been cut back. He thanked Public Works for their efforts.

13  
14 Mr. Wood noted the directional signs put up by the Chamber of Commerce have  
15 begun to accumulate metal signs attached to them. Mr. Hart believed some of the  
16 signs were attached years ago. Chair Macauley did not believe attachments to the  
17 signs were Selectboard decisions. Mr. Wood suggested perhaps another signpost  
18 could be erected for additional signs rather than attaching them to the new signs.

19  
20 **VI. Unfinished Business**

21 *A. Update from Harbor Master Lemoine about the Marina Landscaping Plan*  
22 Harbormaster Lemoine reported that the Town had asked the Garden Club to create  
23 a landscaping plan for the marina. Harbormaster Lemoine was asked to determine  
24 the cost and effort involved in creating a single plan incorporating all marina  
25 infrastructure. The work requires a company to locate all infrastructure, and a  
26 surveyor to create the plan. Centerline Utility Services can locate the various  
27 infrastructure.

28  
29 Harbormaster Lemoine does not have a CIP or budget line for the cost of the  
30 project. He suggested either bringing a request to Town Meeting or creating a  
31 budget line for next year’s budget. Town Manager Lunt agreed to look for  
32 potential funding.

33  
34 **VII. New Business**

35 *A. Fuel Oil Bids 2021-2022*

36 MOTION: Mr. Hart moved, with Mr. Wood seconding, acceptance of the Acadia  
37 Fuel LLC bid of \$2.13 per gallon for the 2021-22 season, as presented.  
38 Motion approved 5-0.

39  
40 *B. Request from Mount Desert Chamber to use parking lot between Museum and*  
41 *Shaw Jewelry for public event*

42 MOTION: Ms. Dudman moved, with Mr. Hart seconding, approval of request  
43 from the Mount Desert Chamber of Commerce to use the parking lot between the  
44 Great Harbor Museum and Shaw Jewelry for a public event as presented.  
45 Motion approved 5-0.  
46

1 *C. MDFD Station 3 Community Room Agreement*

2 Chief Bender reported the Fire Department is now managing the Somesville Fire  
3 Station Community Room Agreement. He presented a draft agreement for  
4 Selectboard review.

5  
6 Ms. Dudman suggested use end at 9PM, in respect of neighbors.

7  
8 Rates have not been determined. Chief Bender suggested \$100.00 for 48 hours of  
9 use. Mr. Wood recalled that previous community room use was \$25.00; adding  
10 kitchen access raised the price to at least \$75.00. Chief Bender worried about  
11 allowing community use of the stove. Rates at other venues were noted for  
12 comparison.

13  
14 Chief Bender tried to create a policy that can adapt to other community space like  
15 the Seal Harbor community room. It was noted the Town cannot charge for use  
16 without additional reporting for tax purposes. A suggested donation request might  
17 be a plausible alternative.

18  
19 Mr. Wood believed there were groups using the space for short meetings. \$100.00  
20 per use will put an end that type of meeting.

21  
22 Chief Bender agreed to revisit the policy.

23  
24 *D. Purchase of New Respirator Fit Tester*

25 Chief Bender explained the fit tester tested respirators for correct fit. A new model  
26 is required to fit N95 respirators. The current tester can be updated for \$5,000.00  
27 or a new one can be purchased. The fit tester the Town currently owns is reaching  
28 its end of life, therefore upgrading is not practical.

29  
30 MOTION: Ms. Dudman moved, with Mr. Hart seconding, authorization to release to  
31 purchase and with an amount not to exceed \$15,000.00 from account #4040300-24471, Fire  
32 Department Equipment/Engine Reserve CIP, and authorization to use such funds for the  
33 purpose of purchasing a PortaCount Respirator Fit Tester Model #8048. as stated in Chief  
34 Bender's Memo to Town Manager Lunt, dated August 12, 2021.  
35 Motion approved 5-0.

36  
37 **VIII. Other Business**

38 Manager Lunt requested the Board sign the Warrant for the County Commissioner  
39 for their County Budget Advisory Meeting.

40  
41 **IV. Treasurer's Warrants**

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

<i>Town Invoices</i>	<i>AP2177</i>	<i>08/17/2021</i>	<i>\$8,321.06</i>
	<i>AP2178</i>	<i>02/01/2021</i>	<i>\$380.00</i>
	<i>AP2208</i>	<i>08/17/2021</i>	<i>\$406,084.17</i>
<i>Total</i>			<i>\$414,785.23</i>

1  
2 MOTION: Ms. Littlefield moved, with Mr. Hart seconding, approval and  
3 signature of the Treasurer's Warrant as shown above.  
4 Motion approved 5-0.  
5

6 B. *Approve Signed Treasurer's Payroll, State Fees, & PR*

<i>State Fees &amp; PR Benefits</i>	<i>AP2206</i>	<i>08/06/2021</i>	<i>\$6,501.31</i>
<i>State Fees &amp; PR Benefits</i>	<i>AP2207</i>	<i>08/11/2021</i>	<i>\$82,112.08</i>
<i>Town Payroll</i>	<i>PR2203</i>	<i>08/06/2021</i>	<i>\$130,854.30</i>
<i>Total</i>			<i>\$219,467.69</i>

7  
8 MOTION: Ms. Dudman moved, with Mr. Wood seconding, signature of  
9 Treasurer's Payroll, State Fees and PR Benefit Warrants as shown above.  
10 Motion approved 4-0-1 (Littlefield in Abstention).  
11

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

<i>School Invoices</i>	<i>#2</i>	<i>08/04/2021</i>	<i>\$97,289.75</i>
	<i>#3</i>	<i>08/06/2021</i>	<i>\$64,304.69</i>
<i>Total</i>			<i>\$161,594.44</i>

13

<i>Grand Total</i>			<i>\$795,847.36</i>
--------------------	--	--	---------------------

14  
15 MOTION: Mr. Hart moved, with Mr. Wood seconding, acknowledgement of  
16 Treasurer's School Board AP/Payroll Warrants as shown above.  
17 Motion approved 5-0.  
18

19 **X. Adjournment**

20 MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, adjournment.  
21 Motion approved 5-0.  
22

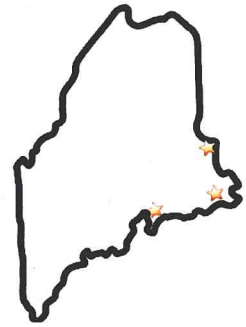
23 The Meeting adjourned 6:56PM.  
24

25 Respectfully Submitted,  
26

27  
28  
29 Wendy Littlefield



WIC Program  
248 State St. Suite 3A, Box #10  
Ellsworth, ME 04605  
Tel: 667-5304 ext. 7228 Fax: 667-6117  
Serving Washington and Hancock Counties



August 9, 2021

Town of Mount Desert  
P.O. Box 248  
Northeast Harbor, ME 04662

Dear Ms. Woolfolk and Residents of Mount Desert:

The participants and staff of the WIC (Women, Infants, and Children) Program wishes to extend our sincere thanks for your most generous financial support in the amount of \$675.00

During the past year, the WIC Program has issued approximately \$ 1.0 million in supplemental food vouchers to income-eligible pregnant, breastfeeding, and postpartum women, infants and children under age five, who are at nutritional risk.

WIC participants receive monthly food vouchers, tailored to their nutritional and medical needs. Specific food vouchers, redeemable at area food stores are issued for 100% juice, eggs, cheese, peanut butter, cereal, whole grains, fruits and vegetables, infant foods, infant formula and fluid milk. Nutrition education service and referrals are offered as program benefits.

Again, we thank you for your support of the WIC Program.

Sincerely,

A handwritten signature in blue ink that reads "Tawney Jacobs".

Tawney Jacobs  
WIC Program Director







# Thank You!

**THE LIFEFLIGHT FOUNDATION**

**Date:** August 11, 2021  
**Amount:** \$1,000.00  
**Fund:** Greatest Need

---

Town of Mount Desert  
PO Box 248  
Northeast Harbor, ME 04662-0248

Dear Residents of Mount Desert,

**Thank you for your donation to LifeFlight.** As we look forward to better days ahead, please know that we are incredibly grateful for your support and belief in LifeFlight's vision for Maine as a place in which every person, in every community has access to critical care and medical transport when they need it.

Each year we reach out to municipalities throughout the state to help support LifeFlight's mission of caring for the people of Maine. In return, our commitment to you is that LifeFlight will remain one of the most efficient providers of critical care air medical services in the country, with the lowest costs and charges in New England and the highest levels of safety and clinical performance.

With more than one million people spread across a vast state with complex weather and rugged terrain, providing critical care transport is an expensive proposition. **When we all work together we can bridge the miles to save lives.**

The pandemic has severely impacted LifeFlight—as it has everyone in the state—as we care for Maine's most critically ill patients needing interhospital transfers or transport directly from an accident scene. Managing these complex patients is a huge challenge, and as there is uncertainty in emergent illness, every patient LifeFlight cares for still must be treated as if he/she *has* COVID-19. New equipment, supplies, PPE, and biocontainment systems will add more than \$1 million dollars to our operating expenses in just two years.

Your donation, if given to support the COVID-19 relief fund, helps us purchase PPE to keep our flight crew, their families, and future patients safe. Gifts made to the aircraft replacement fund are helping to bring our newest helicopters to Maine; completing our fleet of state-of-the-art aircraft that will allow LifeFlight to reach and treat more patients faster and more safely.

**Thank you for taking care of the people of Maine. It is more important now than ever. We hope you take great pride in knowing what a difference your support makes.**

With gratitude,

Kate O'Halloran  
Executive Director

*Thank you all so very much for  
this wonderfully generous gift!*

No goods or services were provided in consideration of this gift. All gifts are tax deductible to the fullest extent of the law.  
**Please retain this receipt for your tax records.**



"Helping people reach their dreams"

1200 STATE HIGHWAY 3  
BAR HARBOR, ME 04609  
TEL: 207-288-4234  
FAX: 207-288-1056

77 UNION STREET  
ELLSWORTH, ME 04605  
TEL: 207-667-7464  
FAX: 207-667-1977

August 19, 2021

Town of Mount Desert  
Attn: Town Manager  
PO Box 248  
Northeast Harbor, ME 04662

Dear Town of Manager,

It is with sincere gratitude that all of us at Downeast Horizons, would like to take this opportunity to thank you for your recent contribution of \$5,600.00. We are extremely grateful for your generosity. It is with your help that we continue to reach our goals.

Downeast Horizons has grown from a few concerned parents sitting around a kitchen table in 1974 to now serving adults and children with developmental disabilities in Hancock, Penobscot, Piscataquis, and Waldo Counties.

DEHI is committed to constantly improving the lives of those in our agency. Our dedicated staff takes great pride in providing the best services for our program participants. We are providing what they need to be part of the communities and to enjoy life to the fullest. Your donation makes a difference and you matter to us. We hope you will keep up with all the ways you're helping at [www.dehi.org](http://www.dehi.org) and thank you for being a part of Downeast Horizons.

Sincerely,

Anthony Zambrano  
Executive Director

Downeast Horizons  
Board of Directors

**Mr. Armand Auclair**  
President, Brewer  
**Mr. Dana Young**  
Vice President, Lamoine  
**Ms. Tina Barrett**  
Secretary, Monroe  
**Mr. Jeffrey Fernald**  
Treasurer, Ellsworth

**Mrs. Jennie Gray**  
Greenville  
**Mr. Robert Hemenway**  
Winter Harbor  
**Mr. Gerry Monteux**  
Hancock  
**Mr. John Moore**  
Ellsworth  
**Mr. Michael Tadenev**  
Ellsworth  
**Mr. Jerry Troger**  
Ellsworth

**Mr. Anthony Zambrano**  
Executive Director

*Please note: The amount of your check that is deductible as a charitable contribution for federal income tax purposes is limited to the excess of your contribution over the value of any goods and services provided to you by Downeast Horizons. Since we provided you with no goods or services, the full amount of the contribution is deductible. We suggest that you keep this as a receipt for income tax purposes.*

*Thank you for your continued support!!*



Home Care & Hospice  
Foundation  
PO Box 931  
Bangor, ME 04402-0931

Office 207.780.8624  
Fax 207.772.0698

August 10, 2021

Selectman and Residents  
Town of Mount Desert  
PO Box 248  
Northeast Harbor, ME 04662-0248


Dear Selectman and Residents,

It is with great pleasure that we thank you once again for your continued support and generosity. We understand that you are faced with many requests for funding and truly appreciate that the Town of Mount Desert elected to sustain their financial commitment to Northern Light Home Care & Hospice with a grant in the amount of \$1,200.00. Rest assured that the funds you have awarded us will be used to care for patients who lack sufficient health insurance or require our telehealth program for daily monitoring.

As you know, our patients are primarily the frail elderly and all are homebound. Some are recovering from illness or surgery or may be managing one or more chronic illnesses while others have elected to spend their remaining days at home under hospice care. Many are the lonely and isolated who look forward to their visit by the clinician. Indeed, sometimes for some, their only visitor is their nurse.

The stories are many and our hearts are full of compassion for this population. Thus, we remain forever thankful for your thoughtful consideration.

Very truly yours,

  
Colleen Hilton  
President, Northern Light Home Care & Hospice  
Senior Vice President, Northern Light Health

---

RECEIPT

Donor Name:	Town of Mount Desert	Gift Date:	8/5/2021
Description:	Hancock County Greatest Needs	Tax Deductible Amount:	\$1,200.00

Northern Light Home Care & Hospice Foundation is part of Northern Light Health Foundation, the non-profit charitable organization that supports philanthropy at Northern Light Health locations throughout Maine. All donations are used per the donor's direction for Northern Light Home Care & Hospice, a non-profit 501(c) (3) organization (tax ID 01-0246804). No goods or services were provided in consideration for your gift. Gifts are tax deductible to the full extent of the law.



# ISLAND HOUSING TRUST

PO Box 851 Mount Desert Maine 04660

August 11, 2021

Durlin Lunt  
Town Of Mount Desert  
PO Box 248  
Northeast Harbor, ME 04662

Dear Mr. Lunt,

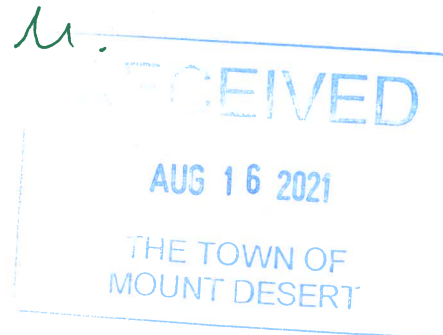
Thank you so much for the grant award of \$7,500 from the Town of Mount Desert, received on August 11, 2021. This grant will be restricted to IHT's Home Owners Assistance Program (HOAP) that helps bridge the gap between buyers and sellers, making home ownership more affordable to our year-round workforce.

Your partnership in our work is especially important at this time. Thank you for continuing to support strong and thriving communities on MDI.

Sincerely Yours,

  
Marla O'Byrne  
Executive Director

*Hope all is well -  
Thank you for your support  
of our work. Given in so  
many ways.*





36 Mount Desert Street  
P.O. Box 434  
Bar Harbor, Maine 04609-0434  
207 288 3375  
www.barharborfoodpantry.org

August 9, 2021

Town of Mount Desert,

Dear Friends,

Grass is growing, flowers are blooming and one can almost feel the warm ocean breeze as we wait for summer. And thanks to your support, more families in our community will have food on their table.

Imagine the last time you had a rough day, a difficult month, a hard year. Who was it who help you recover from that moment? For our clients, you are that person.

Life is Fragile, and we will face challenges. But to have your community there for you through difficult times is feeling that never goes away. Your impact on our community is not for just one meal, it's for a lifetime.

*Having support from the pantry, it just peels away one layer of worry for my family. And I will never forget that Ever.*

*-Colleen  
Pantry Client*

On behalf of the Bar Harbor Food Pantry, thank you for being a part of our family of supporters. Your gift is already nourishing our community. We look forward to sharing the impact of your generosity in our 2021 mid-year newsletter. In the meantime, you can find the details of your donation below.

Sincerely,

OJ Logue  
Interim Executive Director

PS. When you share what motivates you to donate, you inspire others to give. **To make an even deeper impact, send us a letter or email and tell us what move you to donate.** [bhpantry@bhfp.org](mailto:bhpantry@bhfp.org) • P.O Box 434 Bar Harbor ME, 04609

*Thank you for your gift of \$3,500 given on 8/3/21. Your gift is tax-deductible, no goods or services were exchanged for this gift. The Bar Harbor Food Pantry is a 501(c)(3) non-profit organization. Please use the following tax-ID when fling your taxes: 80-0382871*

## COMMISSIONERS REGULAR MEETING

Learn more about *HANCOCK COUNTY* by visiting  
[www.co.hancock.me.us](http://www.co.hancock.me.us)

Audio recordings of the meeting are available upon request

The regular meeting of the Hancock County Commissioners was brought to order by Commissioner Clark at 8:30 a.m. on **Tuesday August 3, 2021**. Commissioner Wombacher, Commissioner Paradis, County Administrator Scott Adkins and Deputy County Administrator Rebekah Knowlton were also present, as well as several Department Heads. The meeting was held using a hybrid format and Department Heads and members of the public were able to attend in person or via Zoom.

Adjustments to agenda: none

**MOTION: move to approve the amended agenda as presented. (Paradis/Wombacher 3-0, motion passed)**

Public Comment: Scott Miller, member of the public, shared comments regarding the American Rescue Plan funds.

### Meeting Minutes:

**MOTION: Move to approve the minutes of the July 20, 2021 Special Meeting as presented. (Paradis/Wombacher 3-0, motion passed)**

### EMA:

The Commissioners recognized CDC District Liaison Alfred J. May, Jr. for his advocacy, counsel, and ongoing public health management efforts on the behalf of the citizens of Hancock County, particularly throughout the Coronavirus pandemic.

### Jail:

**MOTION: Move to approve the hiring of Christine Newman of Ellsworth as a part time corrections officer, on call as needed with no benefits, effective August 7, 2021 at the pay rate of \$17.56 per hour, not to exceed an average of 29 hours per week as requested. (Paradis/Wombacher 3-0, motion passed)**

**MOTION: Move to approve the hiring of Sierra Moore of Perry, Maine as a part time on-call as needed Corrections Officer, effective August 7, 2021 at the rate of pay of \$17.56 per hour with no benefits and not to exceed 29 hours per week as requested. (Paradis/Wombacher 3-0, motion passed)**

**MOTION: Move to approve the replacement and purchase of the Jail's Commercial dryer from Sprague Appliance as an emergency replacement in the amount of \$6,309 as recommended by the Jail Administrator with funding for the purchase accomplished as**

**outline in his email to the Commission dated July, 29, 2021 with funds coming from Account # E2470-300. (Paradis/Wombacher 3-0, motion passed)**

This qualifies as sole source because this is an emergency situation. This is the only dryer available and because of Covid-19 and its effect on the supply chain it will not be available for long.

Airport:

**MOTION: Move to accept and file the Airport Manager's report as presented. (Paradis/Wombacher 3-0, motion passed)**

**MOTION: Move to approve the contract with Jacobs Engineering Group, Inc. with a maximum amount of \$81,831.93 for Engineering and Consulting for AIP-053 High Intensity Airport Beacon project task order Modification #1 and, for the chair to sign. (Paradis/Wombacher 3-0 motion passed)**

**MOTION: Move to approve the contract with Jacobs Engineering Group Inc. in the amount of \$69,586.00 for Engineering and Consulting for AIP-052 Remarking Airfield Pavements project and for the chair to sign. (Paradis/Wombacher 3-0, motion passed)**

**MOTION: Move to approve the purchase of four KSP-2FP beam chairs for the airport terminal building from K-Log of Zion, IL for the price of \$2,131.72 from reserve account G-2-3010-54 TB Furniture replacement. (Paradis/Wombacher 3-0 motion passed)**

UT:

**MOTION: Move to accept and file the UT Supervisor's report as presented. (Paradis/Wombacher 3-0, motion passed)**

**MOTION: Move to approve and sign the Solid Waste Agreement for T10SD with the Towns of Burlington and Lowell as requested. (Paradis/Wombacher 3-0, motion passed)**

ARP Funds-

The Commissioners reviewed the suggestions that have come in from the public regarding use of the funds. Barbee will compose a letter to the towns and submit to the Commissioners for review before sending.

The Commissioners discussed and the criteria for the Non-Profit Lost Revenue Grant Program and reviewed the application.

**MOTION: Move to approve the ARP Non-Profit Lost Revenue Grant Program Eligibility document and Application as presented with the suggested revisions discussed today. The final documents will be emailed to the Commissioners for final approval by email. (Paradis/Wombacher 3-0, motion passed)**

The Commissioners will continue to review suggestions as they come, as well as focus on Broadband.

Maintenance:

Accessible entrance RFQ-

The Commissioners reviewed the 3 qualification packets that were received: Design Group Collaborative, Lewis and Malm Architecture, and Sealander Architects. Given the recent history of Sealander's work in the RCC project and his familiarity with the entrance, the Commissioners agreed that Sealander would be a good choice for this project. Facilities Director Walls, working with CA Adkins will provide a formal recommendation.

**MOTION: Move to accept and file the Facilities Director's report dated July 29, 2021 as presented. (Paradis/Wombacher 3-0, motion passed)**

**MOTION: Move to approve the hiring of Jessica Sherburne of Franklin as part time Janitor at the rate of \$13 per hour limited to not more than 30 hours per week effective July 31, 2021. (Paradis/Wombacher 3-0 motion passed)**

**MOTION: Move to approve seeking bids for snow removal as requested. (Paradis/Wombacher 3-0, motion passed)**

RCC:

**MOTION: Move to accept and file the RCC Director's monthly report as presented. (Paradis/Wombacher 3-0, motion passed)**

Treasurer:

**MOTION: Move to approve the July Warrants as presented. (Paradis/Wombacher 3-0, motion passed)**

The Treasurer's memo listed the following:

July GF, Airport and Jail Payroll Warrants #21-25, #21-26, #21-27, #21-28, and #21-29 in the aggregate amount of \$512,065.87;

July GF, Airport and Jail Expense Warrants #21-39, #21-40, #21-41, #21-42, #21-43, #21-44, in the aggregate amount of \$900,272.04;

July UT Payroll Warrants #21-52, #22-1, #22-2, #22-3 and #22-4, in the aggregate amount of \$1,372.55;

July UT Expense Warrants #21-25 and #22-1, #22-2 in the aggregate amount of \$70,980.48

Commissioners

Finance Position update-

CA Adkins is continuing to communicate with the potential applicant.

**MOTION: Move to increase the pay range of the Finance Position up to \$55,000 as requested by the County Administrator. (Paradis/Wombacher 3-0, motion passed)**

COVID update-



US CDC's latest guidelines recommends masks for those in areas where Covid cases are classified as substantial or high. Hancock County is currently in the moderate category. There are no changes to the County's policy or procedures.

The Commissioners reviewed the EMA and Maintenance departmental budgets.

EMA (Dept. 3)-

The initial budget figures are as follows:

Revenues: \$118,166

Expenditures: \$221,917

Maintenance (Dept. 6)

The initial budget figures are as follows:

Revenues: \$62,010

Expenditures: \$502,004

Vehicle line was increased to \$3,000

There was some discussion regarding retroactive hazard pay for employees who worked during the pandemic, using tiers representing job function/risk. CA Adkins will compile data for review at the next meeting.

**MOTION: effective first pay week in September increase the non-union wage scale and exempt employee pay by 5% (Clark/Wombacher 3-0, motion passed)**

This also includes elected officials.

The September Commissioners' meeting will be held Wednesday, September 8 and Tuesday September 28.

**MOTION: Move to adjourn (Clark/Wombacher, 3-0 motion passed)**

Meeting was adjourned at 1:29 pm.

Respectfully submitted,

Rebekah Knowlton  
Deputy County Administrator

## COMMISSIONERS REGULAR MEETING

Learn more about **HANCOCK COUNTY** by visiting  
[www.hancockcountymaine.gov](http://www.hancockcountymaine.gov)

The Hancock County Commissioners will meet at **8:30 a.m. on September 8, 2021** in the conference room at the county courthouse in Ellsworth, Maine. The public may attend in-person or join us through Zoom; the link is posted on the Hancock County website.

### AGENDA

**10:00 a.m. Knowlton v. Town of Sullivan Tax Abatement Deliberations**

**Executive Session under MRSA Title 1§405 6(A) to seek advice from attorney regarding an employment matter**

Lunch break possible at approximately 11:30 a.m.

*Adjustments to / approval of agenda:*

#### **Commission Business:**

- 1. Public Comment**
- 2. Meeting Minutes:**
  - a. Approve the minutes of the August 17, 2021 Commissioners' Special Meeting
- 3. Employee Recognition:**
  - a. Sheriff Scott Kane, 30 years
- 4. Sheriff:**
  - a. Bid Opening – 2011 Chevrolet Caprice Cruisers (2)
- 5. K. Barbee Business Services / ARP Consultant:**
  - a. ARP / Revenue Loss Grant Awards
    - Neighborhood House, Inc.- \$10,000
    - Ellsworth Snowmobile Club - \$3,688
    - Beth C. Wright Center - \$6,000
    - The Grand - \$10,000
    - Northeast Historic Film - \$10,000
  - b. Hazard Pay – approval of listing
  - c. SO/ ADA Entrance Project development update
  - d. Sealander Agreement

**6. Maintenance:**

- a. Monthly report
- b. Capital Plan Update and Review

**7. UT:**

- a. Monthly Report
- b. Review and approval of the Acadia Area ATV Trails Grant Funding second request
- c. Review and approval of the snow removal bid request for Fletcher's Landing Road (Route 179)

**8. Airport:**

- a. Monthly report
- b. Request approval to hire Christopher Harnage of Lamoine as full time Airport Maintenance Worker at Grade 8 Step A, effective September 25, 2021
- c. Approval of Airport Rescue Grant offer in the amount of \$1,049,720 and for the Chair to sign grant offer
- d. Decline the Airport Rescue Grant Concessions Relief Fund offer and for the Airport Manager to make the notifications

**9. District Attorney:**

- a. Job Descriptions Review / Approval

**10. Jail:**

- a. Jail Dryer update
- b. Jail Convection Oven update

**11. RCC:**

- a. Monthly report

**12. Treasurer:**

- a. Approve monthly bills and warrants
- b. Financials
- c. A/R

**13. County Administrator:**

- a. MainePERS Rule Change
- b. COVID Update / Mask Policy
- c. FFCRA Provisions
- d. Finance Director Job Description Review / Approval

**14. Commissioners:**

- a. Woodrow vs Dedham, Town of / Abatement Appeal Application – Set hearing date
- b. Budget Workshop
  - i. Dept. # 2 - RCC

- ii.** Dept. # 4 – Commissioners
- iii.** Dept. # 5 – Treasurer
- iv.** Dept. # 20 – Health Insurance
- v.** Dept. # 30 – Reserves
- vi.** Dept. 17 – 3<sup>rd</sup> Party Requests
- vii.** Schedule next budget workshop / public hearing



## Jennifer M. Buchanan

---

**From:** Durlin Lunt  
**Sent:** Tuesday, August 31, 2021 8:32 AM  
**To:** Jennifer M. Buchanan  
**Subject:** FW: Thanks from an Outsider

Consent agenda please

Durlin E. Lunt  
Town Manager  
Mount Desert, Maine  
[manager@mtdesert.org](mailto:manager@mtdesert.org)

(207) 276-5531

---

**From:** Mike Bender <[firechief@mtdesert.org](mailto:firechief@mtdesert.org)>  
**Sent:** Monday, August 30, 2021 4:56 PM  
**To:** Durlin Lunt <[manager@mtdesert.org](mailto:manager@mtdesert.org)>  
**Subject:** FW: Thanks from an Outsider

Some kind words from a visitor.

*Mike Bender*, Fire Chief  
Mount Desert Fire Department  
PO Box 248  
Northeast Harbor, ME 04662  
Tel. 207-276-5111  
Cell 207-460-3096  
Fax 207-801-5851  
[firechief@mtdesert.org](mailto:firechief@mtdesert.org)

---

**From:** Dillon Sather <[satherdil@gmail.com](mailto:satherdil@gmail.com)>  
**Sent:** Friday, August 27, 2021 9:22 PM  
**To:** Mike Bender <[firechief@mtdesert.org](mailto:firechief@mtdesert.org)>  
**Subject:** Thanks from an Outsider

You don't often get email from [satherdil@gmail.com](mailto:satherdil@gmail.com). [Learn why this is important](#)

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

Good evening Chief Bender,

I had the opportunity of visiting Mount Desert today and enjoyed walking by the fire station. Decided it would also be worth looking over the FD website and learn something about this small town.

I'm a volunteer firefighter at heart (the Navy recently relocated me to Tampa, FL where's it's near-impossible to do so) and have been since I was 14. It's rewarding but there are certainly issues within the fire service that are hard to address these days, mainly with on-call/volunteers.

Before leaving Whidbey Island, WA in June, I was on the other end of the equation - filling in for full time shifts when they needed to be covered. As I started the transition out, it got pretty dicey for the department to cover them without resorting to mandatory holdovers. Even places with unions and 'increased pay' can't compete with higher property costs or general daily living expenses.

I say all of this to say, you're not alone. In fact, I'd commend you for being proactive to a problem many in the fire service have not identified yet (a crisis as you put it in the forum responses).

Many thanks for what you do (the Chiefs at North Whidbey took many many calls at odd hours calls due to staffing, taxing nonetheless) and wish the best for this beautiful island.

Very Respectfully,  
Dillon Sather

--

Very Respectfully,

Dillon Sather



# TOWN OF MOUNT DESERT

## Assessing Office

P.O. BOX 248 21 SEA STREET  
NORTHEAST HARBOR, MAINE 04662  
207-276-5531 FAX 207-276-3232  
[www.mtdesert.org](http://www.mtdesert.org)

«Owner1»  
«Owner2»  
«Mailing\_Add1»  
«Mailing\_Add2»  
«City», «State» «Zip»

### Revaluation Inspection Notice

The Town of Mount Desert has contracted with Vision Government Solutions to perform an update of all taxable real estate assessments. A revaluation, also known as an equalization program, will determine the current fair market value of every taxable property in town. The revaluation process equalizes assessments to their full market value, with the primary purpose of a more fair distribution of the tax burden. The last town-wide revaluation was completed in 2007. Updated assessments are scheduled to go into effect on July 1, 2022.

Your property has been identified as being purchased within the last 3 years. Therefore, we respectfully request your help in the collection of accurate information about your purchase. The sale property information will be used to develop updated pricing models for other parcels, so having accurate property and sale price information will be crucial for achieving accurate assessments. This courtesy letter is to let you know that we will be sending inspectors to your property in the coming weeks. Inspections are separated into two parts as we keep health and safety in mind regarding Covid-19. Part one involves exterior inspections. If no one is at home, the inspector will measure the exterior of the home and take exterior images of the property. Part two will consist of an interior inspection. A follow up letter will be sent to owners with information on how to schedule an appointment for inspection review of the accuracy of the interior details of the building. All inspectors will follow recommended CDC guidelines.

All Vision personnel will carry letters of introduction and photo ID that identify that they are employees, and vehicles will be well marked and registered with the local police as well as the Assessor's Office at the town hall, so please call if you have any concerns. If you have any questions at all about the revaluation process or need additional information, please contact the Assessor's office at (207) 276-5531 ext. 116. I am also available by email at [assess@mtdesert.org](mailto:assess@mtdesert.org).

Respectfully submitted by,

Kyle Avila  
Tax Assessor  
Phone: (207) 276-5531  
Fax: (207) 276-3232  
Email: [assess@mtdesert.org](mailto:assess@mtdesert.org)



## TOWN OF MOUNT DESERT

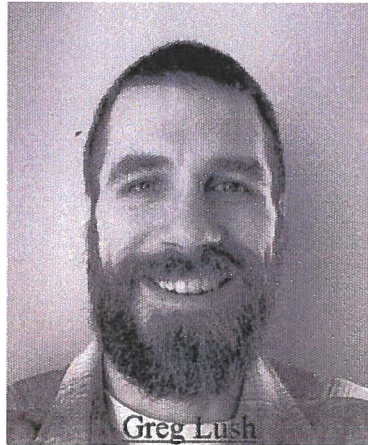
### Assessing Office

P.O. BOX 248 21 SEA STREET  
NORTHEAST HARBOR, MAINE 04662  
207-276-5531 FAX 207-276-3232  
[www.mtdesert.org](http://www.mtdesert.org)

RE: Property Assessment Revaluation 2021-2022

Dear Property owner(s),

The intent of this letter is to provide verification that the Mt. Desert Board of Selectmen, the Town Manager, Durlin Lunt, and the Mt. Desert Assessor, Kyle Avila, authorize the following individual from Vison Government Solutions to inspect properties within the Town of Mt. Desert for revaluation purposes:



2012 Subaru Forester  
ME Plate #789-AVQ

Authorized inspectors are required to carry a photo ID and a copy of this letter for verification purposes. Copies of this letter are readily available upon request. If you have any questions, please contact the Mt. Desert Assessing Office at 207-276-5531, or the Mt. Desert Police Department's non-emergency number at 207-276-5111.

Although you are not required to allow access to your property, we all greatly appreciate your cooperation. Our goal is to acquire accurate information to value your property fairly.  
Respectfully submitted,

Kyle Avila, Assessor



**BYPASS NOTICE – Municipal Waste (Residential)**

FROM: Sent on behalf of Coastal Resources of Maine LLC  
 To: Waste Management, PERC, NEWSME, MRC, Maine DEP  
 DATE: September 1, 2021

**DESCRIPTION OF WASTE:**

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

**BYPASS PERIOD**

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

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

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

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



## COUNTY OF HANCOCK

Commissioners' Office  
50 State Street, Suite 7  
Ellsworth, Maine 04605

**Commissioners:**

William F. Clark, District I  
John A. Wombacher, District II  
Paul Paradis, District III

Scott A. Adkins  
County Administrator  
hcadministrator@hancockcountymaine.gov

To: Hancock County Selectmen & Managers  
From: Hancock County Commissioners' Office  
Date: 08.31.21

**RE: American Rescue Plan Activities**

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. This Rescue Plan will provide needed relief to state, local, and Tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. All told, Maine localities will receive nearly half-a-billion dollars.

Here in Hancock County, we are diligently planning the use of county funds, and wish to include all Hancock County municipalities in this planning. We are interested in listening to your strategic priorities and initiatives for your municipalities. We recognize that by leveraging these dollars, we can impact more households, businesses, and communities.

If you would like to meet with us to discuss your priorities, or if we can simply provide planning assistance, then please contact our ARPA Coordinator, who will schedule time to meet.

Sincerely,

Scott A. Adkins, County Administrator  
Hancock County Commissioners

Contact: Kitty Barbee / ARPA Coordinator, Hancock County  
Email: [kbarbee@barbeebusinessservices.com](mailto:kbarbee@barbeebusinessservices.com)  
Phone: 207.951.0872



# Mount Desert Fire Department

Michael Bender, Fire Chief  
21 Sea Street, P.O. Box 248  
Northeast Harbor, ME 04662-0248

Telephone 207-276-5111 Fax 207-276-5732

Web Address [www.mtdesert.org](http://www.mtdesert.org)

[firechief@mtdesert.org](mailto:firechief@mtdesert.org)

## COMMUNITY ROOM RESERVATION/RENTAL AGREEMENT

PLEASE PRINT CLEARLY

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ AM/PM Number of Attendees: \_\_\_\_\_  
(Cannot exceed 75 people)

Reservation  
Time—From: \_\_\_\_\_ AM/PM To: \_\_\_\_\_ AM/PM Total Hours Reserved: \_\_\_\_\_  
(Room available between 8:00 AM – 10:00 PM; Two-hour minimum required on all rentals; Reservation time must include setup and cleanup time)

Event Contact Name  
(Lessee): \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone (day of event): \_\_\_\_\_

Group/Organization: \_\_\_\_\_ Event Description: \_\_\_\_\_

Total Rental Fee: \_\_\_\_\_ Deposit: \_\_\_\_\_ Cash/Check #: \_\_\_\_\_ Date: \_\_\_\_\_  
(\$100.00 from 4 to 48 hours) (\$50 to secure reservation for over 4 hour period)

Balance Due: \_\_\_\_\_ Paid: \_\_\_\_\_ Cash/Check #: \_\_\_\_\_ Date: \_\_\_\_\_  
(Balance due before event)

The Event Contact as written above (hereinafter referred to as the "Lessee") shall be responsible for all persons who attend the event and shall ensure that all persons act in an orderly, responsible, and safe manner. The Mount Desert Fire Department (hereinafter referred to as the "Organization") retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, illegally or acting with dangerous behavior or who are in violation of any other clause of this Rental Agreement. The Lessee shall also be responsible for any damage to the Organization's Community Room, restrooms, kitchen, vestibule, hallway, and parking lot hereinafter referred to as the "Rental Area", regardless of cause and shall promptly reimburse the organization in full for such damages.

In consideration of the leasing of the Organization's Rental Area to the undersigned, the undersigned hereby releases the Organization, its officers, directors, members and employees (hereinafter collectively referred to as the "Organization Parties") from any and all suits, actions, compensation, consequential and punitive damages, any and all property damage, personal injuries, illnesses, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the described Rental Area by the Lessee.

This Rental Agreement shall be governed by the laws of the state in which the Rental Area are located. The parties agree that jurisdiction and venue shall lie exclusively in the appropriate trial court of the county in which the Rental Area is located, or, if appropriate in the United States District Court for such county/parish/town/village.

The undersigned hereby agrees to indemnify, defend, and hold harmless The Organization Parties from any claims brought by any person or entity arising out of or related to this agreement.

In the event that any court of competent jurisdiction enters a final order determining that any provision of this Rental Agreement is unenforceable, all other provisions of this agreement shall survive and continue in full force and effect.

By my signature below, as Lessee, I take complete responsibility for the use of the Rental Area for my private, group or organization's event. I further acknowledge that any information that I have provided is true and accurate to the best of my knowledge and belief. I agree that prior to signing this application, I have read a copy of the attached Community Room Information, Rules and Regulations governing the use of the Rental Area, and agree that as the Lessee and responsible representative for this group or organization, I will take responsibility for our group or organization's compliance with all rules, regulations, policies and fees governing the use of the facility. I also agree that all rent and fees shall be paid by the above due date and if such rent or fees are not paid, the confirmed reservation shall automatically and without notice become void.

Further, I agree both on my behalf and of those in charge of the event for which the Rental Area is being rented or leased, to assume all risks involved when using the space rented and agree that any materials added to the space specific for the event are my sole responsibility and Mount Desert Fire Department assumes no responsibility for my use of such materials. By my signature below, I also understand and agree that it is my responsibility to ensure that any materials brought in by the participants or those acting on their behalf is safe for the function for which I/we are using the room.

OVER 

Lessee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee's Initials: \_\_\_\_\_

Mount Desert Fire  
Department Approval: \_\_\_\_\_

Date: \_\_\_\_\_

(Acknowledging review of Community  
Room Rules and Regulations)

**\*\*IMPORTANT:** Your reservation is not confirmed until we have received your reservation form and the deposit due.

DRAFT



## ***Town of Mount Desert Wastewater***

Ed Montague, Superintendent

21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248

Telephone 207-276-2210 Fax 207-276-5742

Web Address: [www.mtdesert.org](http://www.mtdesert.org)

E-Mail: [suptwwtp@mtdesert.org](mailto:suptwwtp@mtdesert.org)

## **MEMO**

To: Tony Smith, Public Works Director  
From: Ed Montague, Superintendent  
Re: Vortex (formerly Ted Berry Company) Year Two Inspections  
Date: September 2, 2021

---

In the fall of 2020, we began the first phase of a five-year plan to GIS map, clean and conduct a CCTV (closed circuit television) inspection of our wastewater collection system. On September 29, 2020, I presented a memo to you detailing the plan. The memo was forwarded to the town's Selectboard in their October 5, 2020, Meeting Packet along with a request for funding the entire first phase of the project from the Wastewater Capital Reserve (Account #4050500-24501) for \$46,000 with all work to be performed by the Ted Berry Company. This was approved by the Board during the October 5, 2020, meeting. The work was successfully completed as scheduled in 2020.

As I suggested in my initial memo, we have created an annual wastewater appropriations budget line item beginning in Fiscal Year 2022 designated as Sewer Inspection Services (1550552-54530) in the amount of \$25,000. The funds from this line came from within our existing budget by reallocating a portion of funds from other lines. It is intended to supplement the use of reserve funds for collection system inspections and cleaning.

I have received the second-year proposal from Vortex. The proposal is a continuation of the same scope of work that was conducted in the fall of 2020. We will be continuing the GIS mapping, cleaning and CCTV'ing of our sewer lines in Northeast Harbor. Their estimate for the project is \$46,770.

With a project estimate of \$46,770 and subtracting \$25,000 from the Sewer Inspection Services line described above, we would have a remaining balance need of \$21,770. As anticipated, I request that we use funds from the Wastewater Capital Reserve (Account #4050500-24501) to fund the remaining balance of \$21,770. The Wastewater Capital Reserve account has a current balance of \$284,777 with an encumbered amount of \$154,003 for the fall 2021 Gilpatrick Cove and Garry Moore pump station upgrades, leaving a remaining balance of \$130,774. If the \$21,770 is approved, the Wastewater Capital Reserves would have a remaining balance of \$109,004.



## *Town of Mount Desert Wastewater*

Ed Montague, Superintendent

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E-Mail: [suptwwtp@mtdesert.org](mailto:suptwwtp@mtdesert.org)

## **MEMO**

To: Tony Smith, Public Works Director  
From: Ed Montague, Superintendent  
Re: Somesville Treatment Plant Boiler  
Date: September 2, 2021

---

During the last upgrade of the Somesville wastewater treatment plant (2007-2009), a new boiler was installed to heat the main building and three outbuildings. The boiler was plagued with issues from the start and has continued to have maintenance issues. Due to structural constraints, the boiler was brought to the basement in pieces and assembled. The boiler was not assembled properly and did not function efficiently. The town worked through our project engineer to have the project's general contractor remedy the boiler issues. Efforts were made to repair the boiler by the contractor and at some point, it was determined to be working properly by the project engineer representing the town. As is customary, at the completion of the upgrade, we had a twelve-month warranty on the boiler but after that any issues that arose were the responsibility of the town.

Since the town accepted ownership of the boiler, we have had continuous operational issues with the boiler as well as multiple anti-freeze leaks from the underground pipes going to the outbuildings. We have ceased heating two out of the three outbuildings due to these issues.

This past spring, a wastewater employee noticed that there was no heat in the plant. Upon inspecting the boiler, he observed that the boiler had lost its refractory lining material. This material is used for filling any gaps and/or openings that may be around the fire box – this helps ensure the fire stays in the fire box. The lining was all over the floor along with a lot of anti-freeze. A combustion issue blew out the material and the boiler was not functioning.

Knowing the history of the unit, I researched how much has been spent on repairs since the warranty period expired. I discovered that we have spent approximately \$7,600 in repairs since 2013 or, approximately \$1,000 a year. I was not able to access the financial records prior to 2013 but there have been repairs to the unit during those gap years.

In accordance with our purchasing policy, I have solicited quotes for boiler replacement from four companies and have received quotes from two. Ray Plumbing & Heating in



## *Town of Mount Desert Wastewater*

Ed Montague, Superintendent

21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248

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E-Mail: [suptwwtp@mtdesert.org](mailto:suptwwtp@mtdesert.org)

Ellsworth has given a quote of \$22,425 and ABM Mechanical in Hancock has quoted \$23,960 for similar sized boilers.

Based on the above information, I recommend purchasing a new boiler for the Somesville wastewater treatment plant from Ray Plumbing & Heating. They will furnish and install a new Energy Kinetics System 2000 EK-3 Commercial Boiler including removal and disposal of the old boiler, all materials and labor at their bid price of \$22,425.

I request that we use funds from the Wastewater Capital Reserve (Account #4050500-24501) for the purchase. The Wastewater Capital Reserve account has a current balance of \$284,777 with an encumbered amount of \$154,003 for the fall 2021 Gilpatrick Cove and Garry Moore pump station upgrades, leaving a remaining balance of \$130,774. I have also requested funding from the Wastewater Capital Reserves for the second phase of our mapping, cleaning and CCTV work related to the wastewater collection system. If that is approved for \$21,770, the Wastewater Capital Reserves would have a remaining balance of \$109,004. The boiler replacement cost of \$22,425 would leave a final remaining balance of \$86,579 in the Wastewater Capital Reserve account.

Thank you.



## *Town of Mount Desert Wastewater*

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E-Mail: [suptwwtp@mtdesert.org](mailto:suptwwtp@mtdesert.org)

## MEMO

To: Durlin Lunt, Town Manager  
From: Ed Montague, Wastewater Superintendent  
Re: Ransomware Attack Summary and Review  
Date: September 3, 2021

---

On May 12<sup>th</sup>, 2021, I went to use my work computer for the day. I noticed that the desktop icons were blank and I could not access any of my files. I attempted to restart my computer and a warning popped up. It said there was another user on the computer and if I shut it down then they could lose their work. I texted our IT person, Bob Bickmore, to see if he was tunneling into the computer to do some maintenance. Bob got right back to me and said he was not on my system. I shut the computer off and continued to confer with Bob on what the issue could be. Bob advised to restart the computer and check my files to see if the computer had been compromised by Ransomware. I opened a file and received a message stating that I was a victim of Ransomware. The message gave an email address to contact for payment and recovery of data. It indicated that failure to contact them in three days would mean a larger fee for recovery. The message also said that failure to contact them at all would mean our data would be sold on the dark web.

Bob told me that the same thing happened to Public Works Director Tony Smith's computer the day before. I was not aware of the attack as I had the day off. Bob said he would have to reinstall my operating system and that probably my backup external hard drive was compromised too. I did have an old external hard drive that I removed in 2019 and had saved. We were able to recover all but about a year and a half worth of data once everything was restored. Bob advised that he was working with the town office to enhance our capabilities to stop these attacks in the future since the Harbormaster's computer had been subjected to Ransomware a month prior as well as an attempt on the Treasurer's computer.

I was contacted by the Department of Environmental Protection (DEP) after the attack and asked to reach out the Maine Emergency Management Agency (MEMA) as they were interested in what had taken place. I contacted Daisy Mueller at MEMA and gave her a verbal summary of our Ransomware issue. Daisy stated she was going to forward this to the FBI and the Department of Homeland Security who might be contacting us. I have not heard from either agency at this time.





## ***Town of Mount Desert Wastewater***

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Our plants and pump stations were not impacted as we do not use a SCADA (Supervisory Control and Data Acquisition) system to operate any of our facilities. None of our systems are tied into the internet where they could be compromised. Our plants are manually controlled requiring employees to open and close valves, turn equipment on and off, adjust chemical inputs and so on.

In summary, two of our Public Works administrative systems had been affected but not the operations of the treatment plants or pump stations. The DEP, MEMA, FBI and Homeland Security are aware of the attack but there has been no further follow up by any of those agencies. Our Information Technology personnel, Bob Bickmore and Kyle Avila, are aware of the attack and it is my understanding they have been working on making our systems more secure.

## Durlin Lunt

---

**From:** Lawson Wulsin <lawson@aclimatetothrive.org>  
**Sent:** Monday, August 30, 2021 4:43 PM  
**To:** Durlin Lunt; hbrporpoise@gmail.com; Johannah Blackman  
**Subject:** ACTT Presentation to MD Board of Selectmen: 2021.09.07  
**Attachments:** ACTT\_MDBOS\_2021.09.07.pdf; MD CAP\_Letter of Agreement\_2021.08.30.pdf

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

Dear Durlin,

Attached is a PDF of our presentation to the Board of Selectmen for next Tuesday, September 9. I've also included a draft letter of agreement for your review. Please let me know if you'd like me to adjust this in any way. Below is a paragraph that you can include in your memo to the Board of Selectmen (let me know if you'd like more information):

Since the declaration of a Climate Emergency at this year's Town Meeting, the Sustainability Committee has begun climate action planning. A Climate to Thrive (ACTT) presented a process framework at the August 19th meeting, after which the Sustainability Committee recommended that ACTT present to the Board of Selectmen. ACTT will outline a pathway to complete a Climate Action Plan by early 2022 and offer a few ways ACTT could help the Town achieve their goals.

Thanks so much, we are excited to work with you on this important endeavor.

Best,

Lawson!

---

Lawson Wulsin  
Executive Director  
[A Climate to Thrive](#)  
413-847-1775



August 30, 2021

Durlin Lunt  
Town Manager  
Town of Mount Desert  
PO Box 142  
Northeast Harbor, ME 04662

Dear Durlin,

It is our pleasure to submit this letter of agreement for Climate Action Planning services provided by A Climate to Thrive to the Town of Mount Desert. We look forward to supporting the Town in developing a Climate Action Plan to be included on the Warrant for the 2022 Town Meeting.

ACTT's scope of services will include: [Board of Selectmen may choose one role]

Advisor

1. Provide Framework for Climate Action Planning
2. Attend Sustainability Committee Meetings at beginning of each phase – provide advice about how the Sustainability Committee can implement the phase
3. Read through draft plan and provide comments

Facilitator

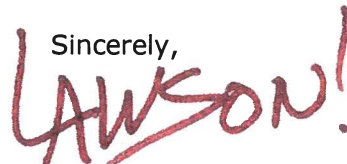
1. All of the above, and,
2. Develop agendas and lead listening sessions, public presentations
3. Contribute content to chapter authors

Planner

1. Provide Framework for Climate Action Planning
2. Attend Sustainability Committee Meetings at beginning of each phase
3. Write first draft of plan chapters
4. Schedule and develop agendas and lead listening sessions, public presentations
5. Generate meeting minutes/notes
6. Receive feedback revise plan chapters
7. Prepare final Plan and move through municipal process

ACTT's fee for service will be: [fee corresponds to selected role]

Role	Total Fee	Grant Funded (40%)	Town Share (60%)
Advisor	\$1,200	\$1,200	<b>\$0</b>
Facilitator	\$5,850	\$2,340	<b>\$3,510</b>
Planner	\$16,050	\$6,420	<b>\$9,630</b>

Sincerely,  
  
Lawson Wulsin  
A Climate to Thrive

# A Climate to Thrive

Mount Desert Board of Selectmen  
September 7, 2021





We live on land that has  
been stewarded by  
Wabanaki people for  
thousands of years.

As we build community  
commitment to  
environmental  
sustainability, we  
continue the legacy of  
the generations that  
came before.



# Climate Action Plan

Process & procedure

# Process Components

- Listening Sessions
- Chapter Drafting
- Public Comment
- Final Draft





1. Elected Officials
2. Town Staff & Department Heads
3. Community Leaders
4. Members of the Public
5. Other stakeholders

## Process Components

- Listening Sessions
- Chapter Drafting
- Public Comment
- Final Draft



1. Purpose
2. Overview
  - A. Timeline
  - B. Budget
  - C. Additional Resources
3. Components
  - A. Energy Benchmarking
  - B. Energy Optimization
  - C. Vehicle Infrastructure
  - D. Waste Management
  - E. Land Use
  - F. Local Ordinances
  - G. Community Engagement

## Process Components

- Listening Sessions
- **Chapter Drafting**
- Public Comment
- Final Draft



1. Publish rough draft & solicit feedback
2. Feedback from stakeholders
3. Public presentations and forums

## Process Components

- Listening Sessions
- Chapter Drafting
- **Public Comment**
- Final Draft



1. Move through municipal process:
  - A. Warrant Committee
  - B. Selectboard
  - C. Town Meeting

## Process Components

- Listening Sessions
- Chapter Drafting
- Public Comment
- **Final Draft**





# ACTT's Scope of Work

- **Advisor**
- Facilitator
- Planner

1. Provide Framework for Climate Action Planning
2. Attend Sustainability Committee Meetings at beginning of each phase – provide advice about how the Sustainability Committee can implement the phase
3. Read through draft plan and provide comments



# ACTT'S Scope of Work

1. Provide Framework for Climate Action Planning
2. Attend Sustainability Committee Meetings at beginning of each phase
3. Read through draft plan and provide comments
4. Develop agendas and lead listening sessions, public presentations
5. Contribute content to chapter authors

- Advisor
- Facilitator
- Planner



# ACTT'S Scope of Work

1. Provide Framework for Climate Action Planning
2. Attend Sustainability Committee Meetings at beginning of each phase
3. Write first draft of plan chapters
4. Schedule and develop agendas and lead listening sessions, public presentations
5. Generate meeting minutes/notes
6. Receive feedback revise plan chapters
7. Prepare final Plan and move through municipal process

- Advisor
- Facilitator
- Planner





# ACTT's Fee for Service

	Total Fee	Grant Funded (40%)	Town Share (60%)
Advisor	\$1,200	\$1,200	\$0
Facilitator	\$5,850	\$2,340	\$3,510
Planner	\$16,050	\$6,420	\$9,630



RECEIVED



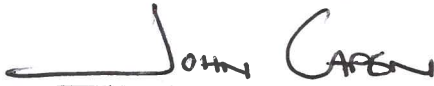



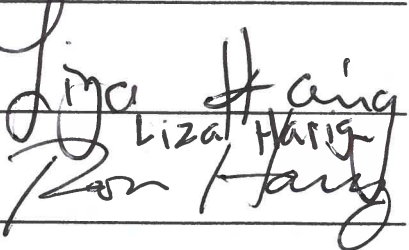
AUG 16 2021

THE TOWN OF  
MOUNT DESERT

TO THE SUPERINTENDENT OF ACADIA NATIONAL PARK  
AND THE BOARD OF SELECTPERSONS  
OF THE TOWN OF MOUNT DESERT

We, the undersigned, residents of Jordan Pond Road in Seal Harbor and taxpayers of the Town of Mount Desert, direct your attention to the ongoing threat to our safety and right to enjoyment of our property posed by the increased traffic on our once quiet residential street, a threat posed by heavy commercial traffic servicing the Jordan Pond House and private tourist vehicles now directed through our neighborhood by internet GPS programs. The Town and Park have a sovereign duty to adopt effective measures to strictly enforce the speed limit and traffic limitations which were long ago adopted to protect our community.

	Name	Signature	Address
1	<u>Charles K. Stephens</u>	<u>[Signature]</u>	<u>56 JPR</u>
2	<u>[Signature]</u>	<u>Rosemary Matchak</u>	<u>56 JPR</u>
3	<u>M. Lawrence</u>	<u>M. Lawrence</u>	<u>58 JPR</u>
4	<u>F. Brooks Matheson II</u>	<u>[Signature]</u>	<u>49 JPR</u>
5	<u>Rachel Fenton</u>	<u>[Signature]</u>	<u>1 Fenway Lane</u>
6	<u>MURIEL B. L. 115 65</u>	<u>Muriel Billings</u>	<u>48 Jordan Pk Rd</u>
7	<u>M. Fatula</u>	<u>G. FATULA</u>	<u>44 JPR ROAD</u>
8	<u>Jean Jacobs</u>	<u>[Signature]</u>	<u>44 Jordan Pond Rd</u>
9	<u>Sylvia L. Smith</u>	<u>Sylvia L. Smith</u>	<u>39 Jordan Pond Rd.</u>
10	<u>Rodney Smith</u>	<u>Rodney Smith</u>	<u>39 JPR</u>
11	<u>Victoria Knox</u>	<u>V. Knox</u>	<u>33 JPR</u>

- 12 Philip HECKSCHER Ph Heckschew 31 Jordan Pond Rd.
- 13 MICHAEL REID  31 Jordan Pond Road
- 14 David BENDER David Bender 32 Jordan Pond Rd,
- 15 MICHAEL ELIOT  29 JORDAN POND RD
- 16 Katherine Ellis K Ellis 29 Jordan Pond Rd
- 17   16 Jordan Pond Rd
- 18 Jocelyn Capen  16 Jordan Pond Rd
- 19 Carol Bult Carol Bult 20 Jordan Pond Rd
- 20 NANCY E. KOHL Nancy E. Kohl 40 Jordan Pond Rd.
- 21 NATHALIE GRAY Nathalie E Gray 12 Jordan Pond Rd
- 22 RAYMOND C GRAY Raymond C Gray 12 Jordan Pond Rd
- 23 Janet Moore Janet Moore 8 Jordan Pond Rd.
- 24 Katrina M. Travers Katrina M. Travers 55 Jordan Pond Rd.
- 25 Carol S. Grant Carol Grant 58 Jordan Pond Road
- 26 Alexander Grant  58 Jordan Pond Rd.
- 27 Liza Haring Liza Haring 52 JPR
- 28  RON HARING 52 Jordan Pd. Rd.

29 Thomas D. Lawrence Thomas D. Lawrence 51 JPR

30 Lori DiGuardia [Signature] 54 JPR

31 Dom DiGuardia [Signature] 54 JPR

32 Diane K. Andrews email proxy 52 JPR

33 Robert A. Ware Robert A. Ware 40 JPR

34 Charlotte B. Thibodeau [Signature] 38 JPR

35 DAVID T. THIBODEAU [Signature] 38/35 JPR

36 ALLAN J. KLEINMAN Allan Jay Kleinman 7A JPR

37 Joan N. Kleinman Joan N. Kleinman 7A JPR

38 Sandra L Swinburne Sandra L Swinburne 6 JPR

39 Cecily Swinburne [Signature] 6 JPR

40 Eric Seltzer E. S. Seltzer 25 JPR

41 Wendy Seltzer Wendy Seltzer 25 JPR

42 Stefanie Matte STEFANIE MATTESON 19 JPR

43 [Signature] JAMES WEINBART 19 JPR

44 Kay Kay Donovan email/phone proxy 34 JPR

43

David Bonovra

email/phone proxy

3A JPR

46

James Fenton

email proxy

1 Fenway Ln.

47

Kelley Matheson

Kelley Mitchell

49 Jordan Pond Rd.

Lined writing area with 12 horizontal lines for each of the three columns.



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



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

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

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Memorandum

To: Town Manager Lunt  
From: Chief Willis  
Subject: 2020 Cruiser Purchase  
Date: August 30, 2021

In alignment with our scheduled cruiser replacement, we submitted bid requests to three dealers and have obtained bids from two dealers for the purchase of a 2022 Ford F-150 Police Responder XL 4WD Super Crew truck. This purchase includes trading in our 2018 Dodge Ram truck which currently has approximately 112,000 miles on it.

The lowest bid was submitted by Darling's Bangor Ford and is for a 2022 Ford truck that is on order and anticipated to be delivered in a few months.

The only other bid received was from Quirk Ford and the net price after trade was \$23,509.00 which is \$2,958 higher than Darlings.

I am recommending authorizing the purchase of the following from Darling's Bangor Ford and requesting authorization to trade our 2018 Dodge Ram Truck:

- (1) 2022 Ford Police Responder 4WD for patrol equipped as outlined in their bid package for \$34,146.00 with a trade in of our 2018 Dodge Ram for \$13,595.00 and a net purchase price of \$20,551.00.

Will you please place this on the next available Selectmen's meeting agenda for approval of this purchase and trade-in for a net price of \$20,551.00 to be funded through the Police Equipment-Vehicle line, #14400110-57200 which has a current balance of \$37,000. We'll fund the cost and installation of up fitting equipment from this line as well.



**BAR HARBOR & MOUNT DESERT  
POLICE DEPARTMENTS**

**James K. Willis, Chief of Police**

[jwillis@mdpolice.org](mailto: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

**MEMO**

To: Durlin Lunt, Town Manager  
From: James Willis, Police Chief  
Date: July 23, 2021  
RE: Dispatch Console

The Mount Desert Police Department would like to purchase a new dispatch console. I have obtained a proposal from Brown's Communication, Inc. who is the only Motorola vendor in our area. For compatible and reliable radio communications and equipment consistency and integrations, we request authorization from the Board of Selectman to purchase the following from Brown's Communication, Inc.:

• Avtec (Motorola) Scout EX software based Console	\$34,500.00
• Redundant VP Gate Software License	\$20,250.00
• Manufacturer support/service	\$13,750.00
• BCI Labor for setup, installation & testing and Radio hardware interfaces	\$10,176.00
• 5 year Maintenance Coverage billed annually	<u>\$6,144.00</u>
Total	\$84,820.00

Communications Equipment Reserve Account #4040800-24406  
Current Balance \$175,088

We recommend payment for the Dispatch Console Project in three phases for the initial project cost with annual billing in Year 2, 3, 4 and 5 for maintenance coverage as follows:

• 50% at PO Acceptance	\$42,410.00
• 30% at Installation Completion	\$25,446.00
• 20% at Acceptance	\$16,964.00
• Year 2, 3, 4 & 5 billed annually	\$12,180.25

Can you please add this to the next selectmen's meeting where I will recommend purchasing the new dispatch console from Brown's Communications, Inc. for a total project cost of \$84,820.00 to be paid out of the Communications Equipment Reserve account 4040800-24406?

This memo is asking for authorization to make the purchase as outlined, for the funds to be released from the reserve account listed and for those funds to be expended as indicated above.



# Brown's Communications, Inc

162 Bangor Road, Suite B  
Ellsworth, ME 04605

207-667-2254

Fax 207-667-6335

# Proposal

# 2021061701-3

Supersedes any previous proposals

Proposal For:  Mount Desert PD Attn: Chief Willis
--

From: Rick Hunnewell  Date: 7/9/2021  Valid for: 30 days
--

Quantity	Model Number	Description	Unit Price	Total
2	Console	<b>Mount Desert PD Dispatch Console</b> Avtec Scout EX software based Console Position includes: Tier 1 License for Scout EX functionality PC, Windows 10 Enterprise, 64 bit OS Display Monitor, 21.5" LCD Touch Screen (16X9) Footswitch and Headset Jack Desk Microphone & Dual Speaker Kit 10 port USB Hub 1 yr. Factory Warranty		\$34,500.00
	Endpoint Hardware/Software	Redundant VP Gate Software License for 24 endpoints 5 Outpost Radio Controllers for 10 Radio Channels 2 7' equipment racks for backroom equipment		\$20,250.00
1	Factory Svcs./Support	Manufacturer support including Design, Management, On-site Installation, and System Training		\$13,750.00
1	BCI Labor	Setup, Installation, and Testing of Console and Radio hardware interfaces (includes travel)		\$10,176.00
		<b>Maintenance Coverage</b>		
1	Factory Svcs./Support	Add Scoutcare Tier 1 Svcs. For Total 5 yr. Hardware & Software Manufacturer's Coverage (billed annually)	6036.25	\$0.00
1	BCI Support	BCI On-Site response and Services for Total 5 yr. Maintenance Coverage (billed annually)	6144	\$6,144.00

Unforeseen problems that require equipment repair, modification or parts will be billed extra.



**MOTOROLA**

Authorized Two-Way  
Radio Dealer

Total Equipment	\$54,750.00
Labor	\$23,926.00
Maint. Pkg.	\$6,144.00
Shipping est.	TBD
Total	\$84,820.00
plus shipping	

Acceptance Signature \_\_\_\_\_

Date \_\_\_\_\_

**Mount Desert Dispatch Console**  
**Total Project \$84,820**

50% at PO Acceptance	\$42,410.00
30% at Installation Complete	\$25,446.00
20% at acceptance	\$16,964.00
	\$84,820.00

Year 2, 3 , 4 and 5 billed annually

Scout Care	\$6,036.25
BCI	\$6,144.00
Total Each Year	\$12,180.25

**dispatch console frequencies**

Rick Hunnewell <rick@browns2way.com>

Thu 6/10/2021 4:06 PM

To: James Willis <jwillis@mdpolice.org>

Jim,

At your request, here is a list of radio channels that I accounted for when designing your console quotes: (In no particular order)

**Bar Harbor**

- 1- MDI LE
- 2- MDI Fire
- 3- BHPD
- 4- BHFD
- 5- BHPW
- 6- ANP
- 7- Jax
- 8- SWCC
- 9- Other Channels

I have included ROIP hardware for up to 12 channels at Bar Harbor.

**Mount Desert**

- 1- MDI LE
- 2- MDI Fire
- 3- MDPD
- 4- MDFD
- 5- MDPW
- 6- Other PD
- 7- Other FD

I have included ROIP hardware for up to 10 channels at Mount Desert.

Each dispatch center console can have channels from the other town without needing ROIP hardware. This is done via IP addressing through your network. So both towns can have ALL channels, if desired.

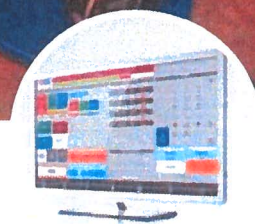
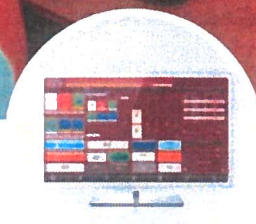
I have posed the questions regarding Linus and Window 10 upgrades to Avtec. I will let you know what I receive for answers.

Let me know if you have any questions.

Regards,  
Rick

--

Rick Hunnewell, CET, Pres.  
Brown's Communications, Inc.  
(207)667-2254  
browns2way.com



AVTEC'S SCOUT

# *Dispatch Communications Platform*



# WHEN MINUTES MATTER

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You need to know that your communications system can handle whatever challenges it will face in today's complex world. At the center of the most demanding communications environments, you'll find an Avtec Scout™ dispatch console—protecting people, assets, and livelihoods. When a call comes in, you can feel confident that you've selected a reliable and efficient communications system from a company that understands what is important to you.

## PROVEN

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When you choose Avtec to be your communications partner, you're joining more than 75 utilities, six major U.S. airlines, hundreds of public safety agencies and dozens of Fortune 500 companies that have deployed a Scout dispatch console for their mission-critical communications.

## SCALABLE

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Build for now, but be prepared for later—your investment is always safe with Avtec, since Scout enterprise systems can grow in both capacity and capabilities as your needs dictate. And, as your requirements change over time, systems can be consolidated to one location, redistributed to many locations, or augmented to accommodate growth.

## RELIABLE

---

Avtec Scout console systems are built on open standards and integrate seamlessly with the leading radio, telephony, push-to-talk over cellular (PoC), and broadband technologies. And since they are fully redundant, you can trust Avtec systems to deliver exceptional audio quality during standard operations, or during mutual aid situations such as natural or man-made disasters.



Avtec Scout EX Dispatch Console

# WHY AVTEC SCOUT?

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When your dispatchers are called into action, you want the best tools at their fingertips. Avtec's Scout consoles can handle a broad range of business and mission-critical communications needs—consolidating your radio, telephony, and broadband/LTE technologies into a best-in-class communications solution that offers exceptional audio quality, protection from cybersecurity threats, and virtually endless configurability.

Count on Avtec Scout for:

## MISSION-CRITICAL RELIABILITY

Whether your dispatchers are dealing with a life-saving emergency or coordinating business-critical resources for your enterprise, you can count on Avtec to provide:

- Dispatch consoles with built-in redundancies for high availability and stability.
- Communications solutions with exceptional audio quality.
- ScoutCare™ licensed, post-warranty software maintenance and U.S.-based support 24/7/365 to protect against unforeseen issues and to deploy regular system enhancements.

## A COMMITMENT TO CYBERSECURITY

Today's hackers target third-party applications as a pathway to gain access to your primary control systems. Avtec's Scout dispatch consoles are rigorously tested for vulnerabilities prior to each software release.

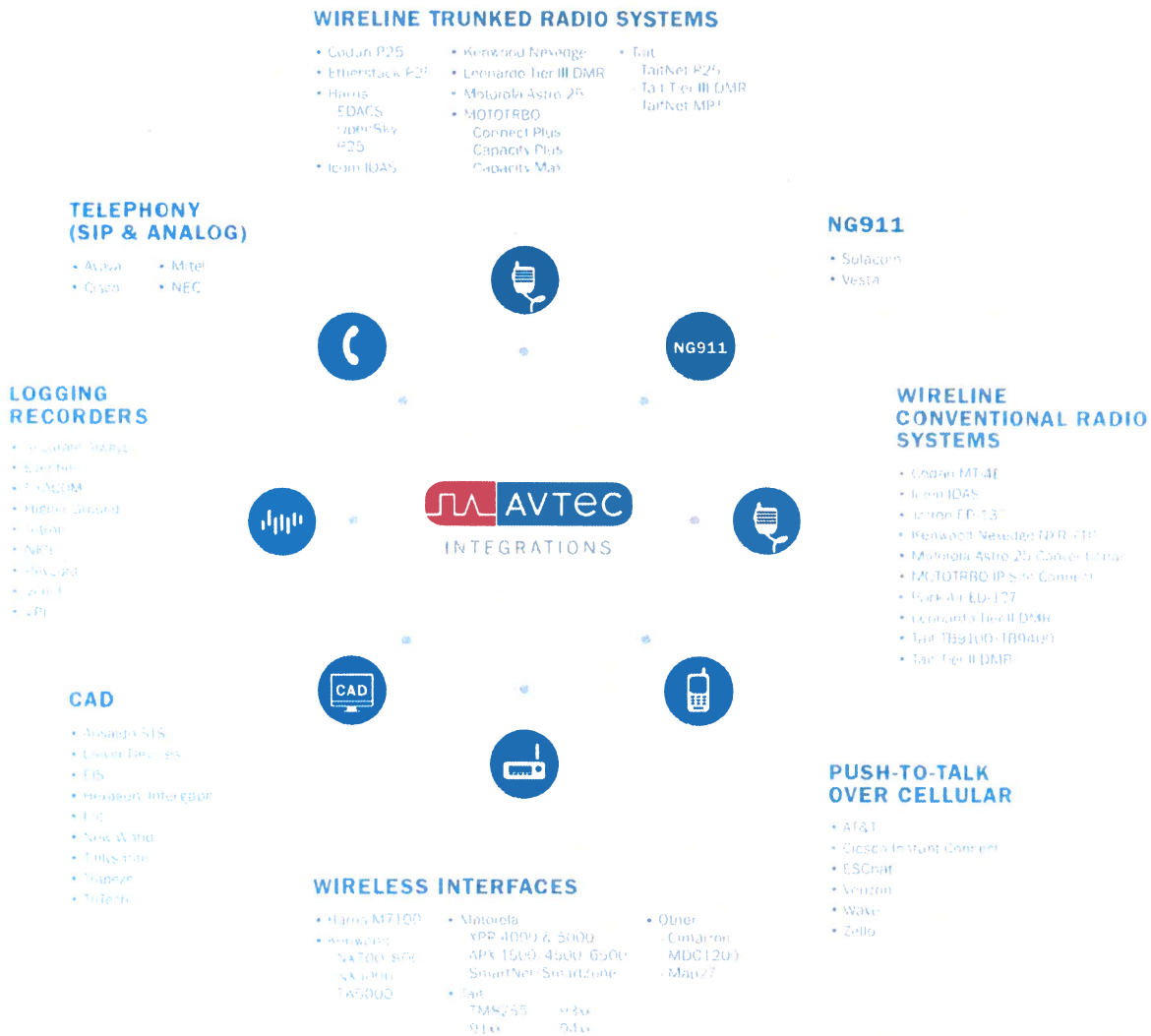
## EASE OF USE

You need technology to bend and flex to meet your changing requirements. Avtec Scout's Enterprise Management Tools enable you to configure your console to your unique business needs, including:

- Customizable screens for role-specific preferences or to mirror legacy systems.
- Quick and intuitive connectivity to all voice resources.

## INTEGRATION FLEXIBILITY

You need the freedom to select the right communication tools for the job based on what is most efficient and effective for your team. Avtec Scout's single-source code platform allows you to integrate legacy and next generation radio, telephony and PoC technologies in both fixed and mobile dispatch environments.

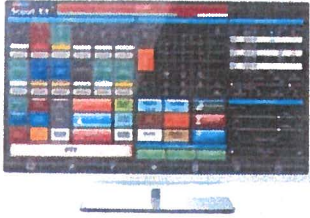




## MEET THE SCOUT ENTERPRISE FAMILY

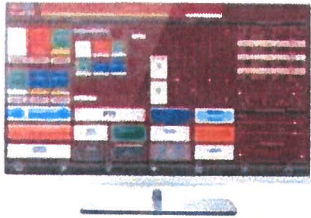
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### SCOUT EX



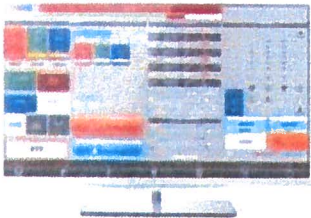
Avtec Scout EX is our most robust solution for conventional and trunked radio systems, telephony and broadband/LTE technologies. If you are a “power user” who manages hundreds of resources on a daily basis and need a secure, scalable and redundant console solution, you can depend on Scout EX. It enables dispatchers to monitor up to 50 audio streams and 2,000 channels from fixed or mobile command centers, and is compatible with Avtec Scout E1, E4 and E8 consoles for flexibility.

### SCOUT E8



Avtec Scout E8 gives your command center maximum value for a minimal investment. Scout E8 integrates with leading radio, telephony and broadband/LTE technologies. And because it is compatible with all Scout Enterprise products, you can easily expand your system as your operations center grows. It is ideal for managing up to eight audio streams and eight channels at a time.

### SCOUT E4



The Avtec Scout E4 console provides a cost-effective solution that is compatible with Scout EX and E8 consoles so you can add additional software licenses as needed. It manages up to four audio streams and eight channels at a time. Like the entire Scout Enterprise family, Scout E4 dispatch consoles integrate with leading proprietary and standards-based radio, telephony and broadband/LTE technologies.

### SCOUT E1



Avtec Scout E1 is a purpose-built hardware device that delivers a compact, reliable and affordable dispatching solution for up to four radio or LTE endpoints. These devices can stand alone, or work together in their own system. Since Scout E1 is compatible with all Scout Enterprise products, it can be easily upgraded.

FEATURES	SCOUT EX	SCOUT E8	SCOUT E4	SCOUT E1
MOTOTRBO™ Integration	✓	✓	✓	✓
SMARTNET® / SmartZone™ Trunked Integration	✓	✓	✓	✓
P25 Trunk & Conventional Ph 1 & 2 (Includes ASTRO)	✓	✓	✓	✓
DMR / NXDN / MPT-IP / IDAS / ED-137	✓	✓	✓	✓
Harris EDACS® / OpenSky® Systems	✓	✓	✓	✓
Enhanced Telephony	✓	✓	✓	X
AT&T Enhanced PTT	✓	✓	✓	✓
Verizon Push to Talk Plus	✓	✓	✓	✓
Cisco Instant Connect	✓	✓	✓	✓
Wave / ESChat	✓	✓	✓	✓
NENA Support (Headset Sharing)	✓	✓	✓	X
Dispatch Positions	800	800	800	800
Channels	2000	8	4	4
Audio Streams (Receive)	50	8	4	4
Audio Streams (Transmit)	20	8	4	1
Upgradable to Higher Capacity	N/A	✓	✓	✓
Permanent Patch	✓	✓	✓	✓
Instant Recall Recorders (IRR) / Logging Recorders / Mobility	✓	✓	✓	X

## SCOUTCARE

Avtec offers ScoutCare™, a licensed post-warranty software maintenance and remote support services program that protects your investment and ensures your system always has the latest security updates, new features and integrations, and ongoing product enhancements. With your subscription, you can count on 24/7/365 support from Avtec's staff of trained technical specialists and authorized channel partners so you can focus on your core business and on managing your operations. If you prefer to maintain your own system, your ScoutCare license includes administrator training to provide you with the skills to do so. This comprehensive approach to customer engagement provides you with a reliable system and access to a support team you can trust.

# Customer Testimonial

Case Study

Emergency Dispatch System



“Being able to reliably share information in a timely fashion is absolutely critical...Avtec custom-built the new system using screen configurations we sent. Our dispatchers were using the system comfortably within 10 minutes.”

—JENNIFER WHITE  
E-911 DIRECTOR  
LOUDON COUNTY, TENNESSEE



1.800.310.7045      sales@avtecinc.com  
1.803.358.3620      100 Innovation Place  
www.avtecinc.com/demo      Lexington, SC 29072 USA



# ScoutCare™ Maintenance & Support

## *TERMS AND CONDITIONS FOR END USERS*

### DEFINITIONS

**“Controlled Deployment”** means a confidential and limited release of Software to particular customer(s) for testing and evaluation purposes.

**“Defect”** means a failure of Software to operate substantially in accordance with Avtec’s written Specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec’s customary testing procedures; (b) the failure results in substantial degradation of customer’s system so that normal operations are not possible, or that the system works, but with limitations outside the scope of Specifications; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption. Minor problems or bugs which do not limit operations are not Defects.

**“General Commercial Availability (“GCA”)”** means the release date that the Software is made available for commercial sale to the public following Avtec’s determination that the Software has proven to be reliable, free of critical bugs, and is suitable for usage in a production environment. Each GCA release date will be documented and made available from Avtec.

**“Maintenance”** means a fee based program for servicing of the Software by way of Minor Releases, Major Releases and Updates to correct Defects, to improve the functionality of the Software, and to extend the software life cycle by assuring that Software remains compatible with the operating system and other related technologies. Maintenance shall be available for all periods where customer opts to purchase ScoutCare coverage.

**“Maintenance Availability”** means that Maintenance shall be available for all periods when customer is covered by ScoutCare and shall receive Major Releases, Minor Releases and Patches at no cost.

**“Major Release”** means a Software distribution by Avtec that includes significant improvements in the functionality or performance of the Product, and or adds new features which are made GCA for sale to the public. Typically, Avtec distributes 2 Major Releases per calendar year. Avtec shall provide support for the current release and the prior 2 versions of the Software. Typically, the first two numbers in the Version indicate the Major Release in the designation of the Product. For example: V4.5 and V4.6 are both Major Releases.

**“Minor Release”** means a Software distribution by Avtec that contains changes that correct Defects or make minor improvements in the functionality of the Product, which is GCA for sale to the public. Typically, the last number to the right of the decimal indicates as a Minor Release in the designation of

the Product, with changes in the positional notation indicating order and importance. For example: V4.5.10 to V4.5.11.

**"Patch"** means a type of Minor Release intended to correct Defects. Because a Patch is not intended to make incremental or major improvement to the Product, it is not categorized as a Minor Release or a Major Release. Avtec will include the term "Patch" in the GCA release documentation.

**"Product(s)"** means any hardware (and related parts and supplies) or Avtec's computer software programs specified in a product schedule. Product shall also include each and every Major Release, Minor Release, or Patch available from Avtec during the term of each Maintenance and Support period.

**"ScoutCare"** means Avtec's Software Maintenance and Support for licensed Software as described in Appendix A.

**"Software"** means all Avtec owned or sublicensed software, computer programs, documentation, and applications for which licenses are available to be purchased, as may be described in a separate Product schedule, including, without limitation, software imbedded in any equipment or goods, software programs provided on a stand-alone basis, and any Major Release, Minor Release, or Patch.

**"Specifications"** means the Specifications for a Product or Service set forth in Avtec's most recent user documentation or other published Specifications for such Product or Service, except when superseded by Specifications in an approved SOW.

**"Support"** means that Avtec will provide direct access via reasonable telephone and email to experienced and knowledgeable support personnel for advice and counsel on Customer's use of the Software. Support services shall be provided to Customer's Tier 1 support personnel (**"Support Representatives"**), who have completed Avtec's system administrative training class, and shall be reasonably competent in the use and operation of Avtec's products. Only Support Representatives will contact Avtec for Support purposes. Avtec will make all commercially reasonable efforts to address the problem identified by the Support Representatives.

**"Warranty" as to Products.** The warranty period applicable to a Product (hardware or Software) installed by Customer 15 months following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period. During the Warranty period, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its Specifications.

**"Version"** means the distribution of licensed Software by Avtec such that ongoing changes made to such Product are designated usually in the form of a Major Release or a Minor Release or a Patch.

## SCOUTCARE™ MAINTENANCE & SUPPORT

### Software Maintenance and Support Services.

1. In consideration of fees, Avtec shall make available to Customer for each Scout system covered by this Agreement the following services during the Term, which are further described in Appendix A attached hereto (the "Services").
  - a. Major Releases, Minor Releases, and Patches.
  - b. Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Avtec holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
  - c. Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
  - d. Secure access to an online customer portal to access information resources for Avtec Products.
  - e. Remote upgrade assistance provided to Tier 1 Support Representative. Optional on-site assistance is available at additional cost.
  - f. Scout Administrative Training Class (online or at Avtec Headquarters) for two (2) individuals identified by Customer plus one (1) additional individual per \$50,000 per year in ScoutCare revenue. Classes will be scheduled at mutually agreed times. Customer is responsible for travel expenses. Two (2) Scout Administration Classes can be traded for one (1) Scout Advanced class.
2. **ScoutCare Software Maintenance Fee.** Customer shall pay Avtec an annual fee based on a percentage of price of software licenses.
  - a. The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
  - b. Avtec reserves the right to increase the rate payable on an annual basis.
3. **ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance customers may also purchase a hardware maintenance option. Hardware Maintenance is only available with purchase of ScoutCare Software Maintenance.
  - a. Hardware Maintenance fees shall be quoted based on hardware purchased.
  - b. Avtec will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the customer exclusive of shipping to Avtec's headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.
  - c. Due to product changes, component obsolescence, and parts availability, Avtec cannot always guarantee an exact form, fit, and function replacement component for the defective item. Avtec will make every effort to avoid or minimize the impact of such situations, but is only obligated to replace or repair the defective item. All replaced items become the property of Avtec.
  - d. Equipment must be returned via Avtec's Return Merchandise Authorization ("RMA") program and identified as covered under ScoutCare hardware maintenance. Avtec will check all serial numbers of returned equipment against serial numbers covered by ScoutCare.

- e. Firmware and hardware update modifications will be applied to returned items as needed, at Avtec's discretion.

#### 4. Term and Termination.

- a. For a (1) year ScoutCare Contract - The term of the Agreement shall be one (1) year and will be eligible for renewal at then current rates. This Agreement may be canceled by either Party giving the other a minimum of ninety (90) days written notice of cancellation, but this Agreement shall remain in full force and effect during said notice period. In addition, if either Party breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of breach is given to the breaching Party, the other Party may terminate the Agreement immediately by written notice to the breaching Party. If Avtec breaches the agreement, a pro-rated refund will be provided for the remaining period.
- b. For a multi-year ScoutCare Contract - The term of the Agreement shall be (X) years and will be eligible for renewal at then current rates. Cancellation of this agreement can be negotiated with the Avtec legal team, but will be subject to penalties and fees.

5. **ScoutCare Lapse and Reinstatement Fee.** Customers who allow Software Maintenance lapse must purchase ScoutCare coverage calculated from the original renewal date to present (the lapsed fee), plus a minimum of 12 months. In addition, if the lapse is longer than 30 days, an additional fee equal to twenty-five percent (25%) of the lapsed fee is required to reinstate ScoutCare.

#### 6. Exclusions

- a. ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Avtec, unless explicitly quoted by Avtec.
- b. Avtec ScoutCare does not cover issues related to third- party equipment, software, and their configuration provided by others. This includes customer's network infrastructure, customer supplied computers, software applications, radio/telephony systems and accessories not provided by Avtec.
- c. Hardware Maintenance includes only items supplied by Avtec and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.

7. **Third Party Device Support.** Avtec does not provide support for third party hardware and software that is not supplied by Avtec as a part of the console system.

8. **Eligibility for New Releases.** In the event Customer chooses not to install a newer Version of the Software made available to Customer during the term of its ScoutCare, Customer shall maintain licensing rights to use any Version of the Software with a GCA release date prior to expiration of its ScoutCare coverage.

9. **Warranty Disclaimer.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AVTEC MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY SERVICE PROVIDED HEREUNDER. AVTEC HEREBY DISCLAIMS ALL IMPLIED

WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Liability and Remedies.** THE LIABILITY OF AVTEC ARISING OUT OF OR RELATING TO SCOUTCARE OR ANY SERVICES PROVIDED BY AVTEC UNDER OR IN CONNECTION WITH SCOUTCARE SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID TO AVTEC FOR SOFTWARE MAINTENANCE, AND THE SOLE REMEDY OF CUSTOMER OR OTHER CLAIMANT AGAINST AVTEC SHALL BE TO RECOVER SUCH AMOUNTS, UPON PAYMENT OF WHICH AVTEC SHALL BE RELEASED FROM ALL FURTHER OBLIGATION AND LIABILITY TO CUSTOMER OR SUCH OTHER CLAIMANT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.



## Appendix A

### ScoutCare™ Maintenance and Support Services

#### Software Maintenance

A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

1. **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.
2. **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.
3. **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errors with workarounds are fixed in Minor Releases or Major Releases.
4. **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

New Versions with new capabilities are released several times a year with Patches released from time to time to address specific issues. Avtec console systems covered by a ScoutCare agreement are entitled to use newer versions of their existing software licenses released during the ScoutCare term. Both application Software and any required firmware updates for Avtec Products are included.

#### Remote Support

Avtec maintains a team of Support engineers for telephone and remote support of Avtec systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 356 for Critical Priority support. Avtec systems are mission/business critical to our customers and integrate into complex IP environments, so Avtec takes support seriously. Avtec's Maintenance and Support program is staffed with a team of professionals that are involved in system implementations, project management, training and customer support. They are backed by a professional services team of software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Avtec continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure both capability and capacity for proper Support delivery.

#### Technical Training Classes

ScoutCare provides training online or at Avtec's South Carolina headquarters for technical staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived for two persons (or 1 person in the Advanced Class). Additional personnel may attend at Avtec's normal rates. (Travel and daily expenses are not included.)

### **Option for Hardware Maintenance**

Avtec offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at customer expense to Avtec's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days' coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance customers may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Customers are expected to return the failed part immediately for repair processing. The customer will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30-day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Customers not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Customers on a demand service will need to submit a P.O. or credit card to for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90-day warranty from date of shipment, for Avtec manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

### **Customer Responsibilities**

- Customer will be responsible to designate an on-site technical support person (Customer employee or Avtec) with current (within three years) training certification on the Avtec system. That person(s) will be responsible to communicate and work toward problem resolution with the Avtec Technical Support Team.
- Customer will have adequate supply of critical spare parts as recommended by Avtec.
- It is recommended when practical that customer maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.
- Upon request by Avtec, customer will provide Avtec with remote access into the system in order for Avtec to troubleshoot issues.
- Upon notice from Avtec of a new version release, customer will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.

## Tier-1 Maintenance Expectations for End-User Customers or their Local Service Providers

Tier-1 trained technical resources at customer site locations are critical to properly evaluate communication system issues, to complete "first look" maintenance actions, and to maintain the high operational availability of communication systems and capabilities. To meet this need, Avtec provides dispatcher and system administrator training for all dispatch console end-user customers and/or their Tier-1 local support providers. Avtec customers on ScoutCare™, our Software Maintenance Program, are also entitled to recurring system administrator training at our Lexington, SC HQ facility.

At Avtec, we service what we sell, and we're available 7x24x365 to provide support for all of our customers with systems under warranty, and for customers on ScoutCare™. Our Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the customer locations.

In the event a customer cannot commit their own resources, or local service provider resources, for training and maintenance support, Avtec can provide pricing for Tier-1 local/on-site support via Avtec employees or through our network of partners. Regardless of the resource designated to provide Tier-1 support, Avtec enables local support resources to perform the following functions:

1. Attend system administrator training.
  - a. Access the Avtec Customer Portal for technical documentation.
2. Act as the primary liaison with Avtec Customer Support (CS) for all Avtec dispatch console technical matters.
3. Perform "first look" maintenance for any suspected dispatch console related issues. First look, or Tier-1 maintenance expectations include:
  - a. Respond to initial dispatcher requests for technical support.
    - i. Perform preliminary fault isolation. Eliminate the customer network, PBX, radios, recorders, or other third party peripherals as a source of the issue.
    - ii. Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with the dispatch console system components are functional.
    - iii. Verify unicast and multicast traffic flow.
  - b. Determine whether or not the issue with the dispatch console can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Avtec CS engineers.
  - c. Open and track Tier-2 tickets with Avtec CS.
  - d. Coordinate all Avtec Tier-2 maintenance activity with local site end-users.
  - e. Complete any locally required maintenance tasks under the direction of Avtec CS Tier-2 engineering.
  - f. Perform all local moves, additions, and changes (basic system administrator actions).
  - g. Perform console, VPGate, Frontier resets.
  - h. Verify Avtec Scout, VPGate, and Frontier configurations and settings.
  - i. Record fault data.
    - i. Indications (i.e., no PTT, no TX or RX, console locked up).
    - ii. Date and Time.
    - iii. Impact/Severity of Outage.
    - iv. Collect and upload Log files as needed to the Avtec FTP server.

- v. Network packet capture (PCAPS) from consoles and VPGate.
- j. Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.
- k. Physical HW replacement in the event of failure.
- l. Training of new end-users after preliminary training by Avtec has been provided.
- m. Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Avtec as needed for Tier-2 support.
- n. Utilize the "Scout Issue Resolution Checklist" (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Avtec engineering resources are available to support our customers pursuant to the Service Level Agreement (SLA) detailed in our basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues, and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, please contact Abe Gibson, Director of Customer Success at +1.803.358.3312.

### **Avtec Responsibilities**

Services to be provided for customer under the ScoutCare program:

1. Avtec will provide remote Technical Support (described below) for customer during Avtec's normal Operating hours (defined below).
2. Avtec will provide remote Technical Support for customer for Critical Priority issues (defined below), at any time.
3. Avtec will provide hardware replacement service (RMA Support) for customer during Avtec's normal Operating hours (defined below).
4. RMA repair request is made from customer; RMA is processed within 4 business hours of form submission.
5. RMA advance replacement request is made from customer; form complete and RMA is processed within 2 hours.
6. 90% of the calls will be responded to within 60 seconds during Avtec business hours.
7. 90% of calls will be responded to within 180 seconds after business hours and on weekends.
8. Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.

### Avtec Responses by Priority Status

<b>Priority:</b>	<b>Critical</b>
<b>Definition</b>	Customer's system is substantially degraded and normal operations are not possible.
<b>Response Time</b>	30 Minutes
<b>Resolution Commitment</b>	Issue will be worked continuously until resolution
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to customer will be made every 2 hours until resolution.
<b>Call Closure Requirement</b>	Call will be closed when system is running without impact for 48 hours and customer is satisfied with resolution.

<b>Priority:</b>	<b>Urgent</b>
<b>Definition</b>	Limited operational impact, able to work but with limitations
<b>Response Time</b>	60 Minutes
<b>Resolution</b>	Issue will be worked on a priority basis

<b>Priority:</b>	<b>Normal</b>
<b>Definition</b>	No impact to business, questions or informational
<b>Response Time</b>	1 Business Day
<b>Resolution Commitment</b>	Issue will be queued for resolution based on workload and other priority cases.
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.

<b>Call Closure Requirement</b>	Call will be closed when customer accepts resolution.
---------------------------------	---

## Contacts & Operating Hours

### Contact Phone Numbers & Email

- +1.803.358.3601 (Toll-free for US and Canada)
- +1.800.545.3034
- [CustomerSupport@avtecinc.com](mailto:CustomerSupport@avtecinc.com)
- [RMARequest@avtecinc.com](mailto:RMARequest@avtecinc.com)

### Location of Service Delivery

- 100 Innovation Place, Lexington, SC 29072 USA

### Hours of Operation

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

### Avtec Holiday List

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving day
Memorial Day	Day after Thanksgiving day
July 4th	Christmas Eve
Labor Day	Christmas Day

### Escalation Contacts

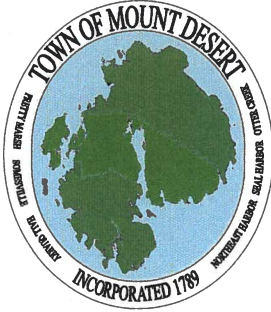
Additional assistance is available to ScoutCare Customers via Avtec's escalation process. In the event a ScoutCare customer is not satisfied with the support we are providing or have provided, has questions regarding our support process, or wishes to discuss and obtain additional assistance, the following from the Services & Solutions Management team are available to support you:

Nathan Hooks, Customer Support Manager  
Direct Dial: +1.803.358.3433  
Email: [nhooks@avtecinc.com](mailto:nhooks@avtecinc.com)

Escalation emails will be answered within one business day; escalation phone calls and/or messages will be responded to within 30 minutes.

For any customer matter that cannot be resolved by the Customer Support team or by Customer Support Managers please contact:

Abe Gibson, Director of Customer Success  
Phone: +1.803.358.3412  
Email: [agibson@avtecinc.com](mailto:agibson@avtecinc.com)



***Town of Mount Desert***  
Durlin E. Lunt, Town Manager  
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](http://www.mtdesert.org)  
[manager@mtdesert.org](mailto:manager@mtdesert.org)

**TO: Selectboard**

**From: Durlin E. Lunt**

**Date: August 27, 2021**

**Subject: Authorization to act as local authority for the local fiscal recovery program (ARPA)**

Please authorize me, in my capacity as Town Manager to act on behalf of the municipality for the Local fiscal Recovery Program (ARPA).

As you may know, this program has awarded the Town of Mount Desert \$210,000 to be paid over a two-year period to support several community priorities such as addressing the economic or public health impacts of the COVID-19 pandemic, replacing lost public sector revenue, or investing in water, sewer, and broadband infrastructure.

The program encourages regional collaborative efforts to maximize potential projects. At the League of Towns, we will discuss such a possibility along with Hancock County which also will receive funding under this program.

Both the State and Federal Governments suggest that Towns use the funds strategically and not rush into projects without a thorough vetting to ensure best use of these monies. The funds will cover eligible expenses from the period of March 3, 2021, through December 31, 2024. Although the funds have to be obligated by December 31, 2024, they need not be fully expended until December 31, 2026.

I have provided written information about the program in your packets.

# Mills Administration Unveils Local Fiscal Recovery Program to Distribute \$119 Million in American Rescue Plan Act Funds to Maine Towns and Cities

August 25, 2021

*Maine municipalities can access this Federal funding via a portal unveiled today*

The Mills Administration unveiled today a fiscal recovery program to distribute \$119.2 million in Federal funding from the American Rescue Plan Act of 2021 (ARPA) to local governments across Maine. The Local Fiscal Recovery Program is a State pathway to infuse Federal funds into Maine towns and cities to support a variety of their economic recovery priorities, such as addressing the economic or public health impacts of the COVID-19 pandemic, replacing lost public sector revenue, or investing in water, sewer, and broadband infrastructure.

The Mills Administration applied for the Local Fiscal Recovery Funds from the U.S. Treasury and has received \$59.6 million for immediate distribution, with a second tranche of equal value expected in approximately one year and to be distributed at that time. As part of the program, the Department of Administrative and Financial Services has also unveiled an [online portal](#) through which Maine municipalities can request the Federal funding.

*"The American Rescue Plan makes historic investments in our communities that will help us recover from the pandemic and build a stronger, brighter future for our state and our people," said Governor Janet Mills. "The unprecedented Federal funding we will distribute through this new program will help towns and cities across Maine rebuild infrastructure, bolster services, and make a real difference in the lives of their citizens. I look forward to working with municipal officials to deploy these resources and put them to work improving the lives and livelihoods of Maine people."*

*"The Maine Municipal Association is pleased that the Maine's 477 non-entitlement communities will soon be able to access their share of the Federal revenue allocated under the American Rescue Plan Act. In anticipation of the distribution, municipal officials from across the State have been meeting with other local, county, and State leaders to explore opportunities for investing this level of unprecedented federal funding," said Catherine Conlow, Executive Director of Maine Municipal Association. "With the right partnerships in place, municipalities will be able to invest these one-time funds strategically towards community goals with projects that increase the affordable housing stock, address the impacts of climate change, improve infrastructure, and expand access to broadband. Investments that will benefit the residents of Maine for decades."*

*"In the coming days, municipal leaders will be invited to start the process for requesting funding through the American Rescue Plan Act. To that end, municipal officials are urged to keep an eye out for communications from both the State and Maine Municipal Association, to ensure that your community has access to this historic funding opportunity. Because the U. S. Treasury's guidelines provide municipalities only 60 days to apply for the revenue, Maine Municipal Association strongly urges communities to start the process sooner rather than later," said James Gardner, Jr., President of Maine Municipal Association and Easton Town Manager. "I look forward to seeing and experiencing the positive impacts that these investments will have on our communities, region, and State. Finally, on behalf of Maine Municipal Association leadership and membership, I want to sincerely thank Senator Collins, Senator King, Congresswoman Pingree, Congressman*



*Golden, as well as Governor Janet Mills, for their roles in making this community investment a reality. This is truly a welcomed partnership."*

*"Maine towns and cities will have these crucial funds in hand quickly so they can be put to use immediately on behalf of local residents," said Kirsten Figueroa, Commissioner for the Department of Administrative and Financial Services. "The pandemic has made our lives complicated enough. We have created a portal to ensure streamlined disbursement and accounting and to keep the process as simple as possible for Maine's communities, who are on the frontlines day in and day out supporting Mainers across the state."*

Local Fiscal Recovery Funds will be issued to local governments across Maine based upon their relative share of the non-entitlement unit population, not to exceed the amount equal to 75 percent of the most recent municipal budget as of January 27, 2020 in accordance with [guidance from the U.S. Treasury](#).

The Local Fiscal Recovery Program is part of a more than \$4.5 billion Federal investment in Maine from ARPA, which also includes stimulus payments to Maine families, recovery efforts like bolstering public health including COVID-19 testing and vaccinations, broadband infrastructure, and direct payments to Maine's county governments and so-called "entitlement" cities. The remaining approximately \$1 billion in ARPA funding to Maine will be used to deploy the [Maine Jobs & Recovery Plan](#), the Mills Administration's historic investment into strategic priorities such as childcare, workforce housing, clean drinking water, workforce development, energy efficiency, and heritage industries, among other priorities identified to sustain and grow Maine's economy.

**Credit**

**Information**

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Maine.gov

Facebook

Governor Janet Mills  
1 State House Station  
Augusta, ME 04333  
207-287-3531

Site Policies

Twitter

Accessibility

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Document Viewers

Governor Janet T. Mills

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# American Rescue Plan ARPA updates

## American Rescue Plan - Updates & Resources

*This resource area is for informational purposes. It is not meant, nor should it be relied upon, as legal advice in any particular situation. The information herein is not a substitute for consultation with legal counsel or other specific guidance on the subject. The documents, media reports and statutes are only current as of the dates of publication.*

### What is ARPA?

American Rescue Plan Act (ARPA) funds are a once in a generation injection of capital into all levels of government to respond to the COVID-19 public health emergency and its economic impacts. Local leaders, with public input, will have discretion over how to spend these allocations. The State of Maine will not be allowed to add additional rules to the roughly \$250 million distributed directly to municipalities.

### Funding Objectives and Eligible Uses

The American Rescue Plan Act has four funding objectives:

1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.
2. Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs.
3. Support immediate economic stabilization for households and businesses.
4. Support immediate economic stabilization for households and businesses

To meet the above funding objectives, the US Treasury created eligible expenditure categories:

- Public Health (EC 1)
- Negative Economic Impacts (EC 2)
- Services to Disproportionately Impacted Communities (EC 3)
- Premium Pay (EC 4)
- Water, sewer, and broadband infrastructure (EC 5)

#### ARPA Resources

- [Updates & Resources](#)
- [Eligible Uses by Expenditure Category](#)

#### Disbursement of Funds

The State has opened its online portal for non-entitlement units to request funding.

- [Governor Janet Mills' press release \(8/25/21\)](#)
- [NEU Checklist for requesting initial payment](#)
- Preparation guide to accessing funds
  - [Award terms & conditions for NEUs](#)
  - Assurances of Compliance
- [Maine ARPA Program Management Portal NEU User Guide](#)

[Click Here to Request Your Municipality's ARPA Funds](#)

- Revenue Replacement (EC 6)
  - [Lost Revenue Calculator](#)
- Administrative and other (EC 7)

[Click here](#) for more details on eligible expenditure categories

[Click here](#) for NLC's Local Action Tracker for a collection of all municipal responses to COVID-19 and proposed ARPA expenditures

## Compliance & Reporting

- [ARPA compliance and reporting](#)
- [Evidence and Evaluation](#)
- [Treasury's portal for reporting: user guide](#)

### Meet MMA's ARPA Team

[Catherine Conlow](#), Executive Director

[Kate Dufour](#), Director, State and Federal Relations

[Richard Flewelling](#), Staff Attorney, Legal Services

[Neal Goldberg](#), Legislative Analyst, State and Federal Relations

[Rebecca McMahon](#), Staff Attorney, Legal Services

[Susanne Pilgrim](#), Director, Legal Services

**Table 2: Reporting requirements by recipient type**

Recipient	Interim Report	Project and Expenditure Report	Recovery Plan Performance Report
States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents	By August 31, 2021, with expenditures by category	By October 31, 2021, and then 30 days after the end of each quarter thereafter <sup>9</sup>	By August 31, 2021, and annually thereafter by July 31 <sup>10</sup>
Metropolitan cities and counties with a population below 250,000 residents which received more than \$5 million in SLFRF funding			Not required
Tribal Governments		By October 31, 2021, and then annually thereafter <sup>11</sup>	
Metropolitan cities and counties with a population below 250,000 residents which received less than \$5 million in SLFRF funding			
NEUs	Not required		

### Additional Resources

- [Interim Final Rule](#)
- [FAQs \(7/19/21\)](#)
- [Quick Reference Guide](#)
- Estimated allocations for NEUs, Metro Cities, and Counties (excel)
- [Treasury ARPA Website](#)
- [ARPA Priorities Survey Report](#)
- [MMA Legal Services Guidance on ARPA](#)

### Upcoming Events

- Regional Forums
- Topical Forums
- [MMA Convention](#)

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## American Rescue Plan - Updates & Resources

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- [Maine ARPA Program Management Portal NEU User Guide](#)

[Click Here to Request Your Municipality's ARPA Funds](#)

## Durlin Lunt

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**Subject:** Call to discuss study of inner cove at Otter Creek  
**Location:** Toll-free dial-in number: 866-640-3184; Participant passcode: 6040550#

**Start:** Mon 8/30/2021 3:00 PM  
**End:** Mon 8/30/2021 4:00 PM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Organizer:** Miller-Rushing, Abraham J

**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.

Toll-free dial-in number: 866-640-3184  
Participant passcode: 6040550#

We have an opportunity to recruit a study of the health of the inner cove at Otter Creek. We can partner with a program called the Thriving Earth Exchange (<https://thrivingearthexchange.org/>) to recruit in a scientist to work with all of us to help address the key questions regarding the cove and the impacts of the causeway. If you visit the Thriving Earth Exchange website, you can see examples of projects they facilitate to work with communities to address local challenges like the issues in the cove in Otter Creek. The National Park Service is partnering with Thriving Earth Exchange to start a number of projects this year, and this could be one.

If you are interested in using this program to help bring someone in to help address this, we would both have to fill out parts of the application, which is due on Tuesday, September 7.

One of you (Durlin or Phil) would have to fill out a short part of the application describing the issue: <https://airtable.com/shr0BNAXZzy5sXtY0>. The application is a series of short-answer questions. You would list me as the National Park Service partner. We on the park side would fill out a separate part of the application.

On the call we can discuss your concerns about Otter Cove and the potential to partner with the Thriving Earth Exchange.

Thanks!

Abe

**Apply now** to join our next cohort of **Community Science Fellows** (<https://thrivingearthexchange.org/community-science-fellows/>) and **Community Leaders** (<https://thrivingearthexchange.org/start-a-thrivingearth-project/>)!

# About Thriving Earth Exchange

## Our Mission

Thriving Earth Exchange strengthens and enhances collaboration among communities, scientists, and partner organizations so that all communities can build healthy, resilient, thriving, just, and ecologically responsible futures.

## Our Vision

Thriving Earth Exchange is a leader in contributing to global well-being by supporting communities' awareness and application of science, and promotes equity by ensuring that all communities benefit from the opportunity to participate in, contribute to, and guide the use of scientific knowledge.

## What we do

AGU's Thriving Earth Exchange program connects communities with scientists and supports them as they work together to tackle local challenges related to natural hazards, natural resources, and climate change.

**Community Science** happens when communities and scientists *do science together* to advance community priorities. "Doing science" includes defining questions, designing protocols, collecting and analyzing data, and using scientific knowledge in decision-making. Every community science project begins with community voice, is guided by community knowledge, and ends in community impact.

## Join Us!

Be a key member of a community science team and work on a 6-18 month **community science project** (<https://thrivingearthexchange.org/projects/>) designed for local impact.

- **Community Leaders:** Project design starts with community voice! If you represent a community including local or regional governments, tribal governments, community-based organizations, grassroots organizations, or other advocacy or non-profit groups, **launch a project with us**

**(<https://thrivingearthexchange.org/start-a-thrivingearth-project/>)!** We'll match you with a Community Science Fellow and Community Scientist(s) to drive local impact.

● **Community Scientists:** As a volunteer community scientist, you'll use your science to do good in a community. You'll use your scientific knowledge, networks, and skills to help refine the project and ensure it succeeds. Join our **community scientist network** (**(<https://thrivingearthexchange.org/scientist-network/>)**) to be notified regularly about opportunities to join a project team!

● **Community Science Fellows:** Fellows are the glue that holds together the project team, serving as project managers, facilitators, and connectors. **Apply to upcoming opportunities** (**(<https://thrivingearthexchange.org/community-science-fellows/>)**) to join a cohort of people from all backgrounds and careers stages interested in growing their practice of community science while guiding a project from idea to impact.

**Subscribe to our newsletter to stay up to date on new opportunities!**  
**(<https://thrivingearthexchange.org/register/>)**

(c) 2021 Thriving Earth Exchange

**Terms and Conditions** (**(<https://thrivingearthexchange.org/terms-and-conditions/>)**)

**Waiver and Release** (**(<https://thrivingearthexchange.org/waiver-and-release/>)**)

**Privacy Policy** (**(<http://about.agu.org/privacy-policy/>)**)      **AGU** (**(<http://www.agu.org>)**)



## Durlin Lunt

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**From:** ThrivingEarth <ThrivingEarthExchange@agu.org>  
**Sent:** Tuesday, August 31, 2021 1:42 PM  
**To:** Durlin Lunt  
**Subject:** Thank you for your application to AGU's Thriving Earth Exchange

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

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Dear Durlin Lunt,

Thank you very much for your application to Thriving Earth Exchange's October 2021 cohort with the National Park Service. Our Manager for Community Relations, Natasha Udu-gama, will be in touch with you in the next couple of weeks to schedule some time to discuss your community project ideas in more detail.

Thank you again for your interest in Thriving Earth Exchange.

For your information please see a copy of your application below:

**Name (Submitted By)**

Durlin Lunt

**Community Location**

Northeast Harbor

**Community Name (If Applicable)**

Town of Mount Desert

**Title and Affiliation**

Town Manager Mount Desert Maine

**Email Address**

manager@mtdesert.org

**Phone Number**

2072765531

**Status**

**Status Notes**

## Selection Notes

## Location of Pre-Scope Notes

## Project Theme

## Applied for Cohort

October 2021 National Park Service [Applications due 7 Sept]

## Assigned Project Launch Cohort

### Please tell us about your community

Mount Desert is a resort community located on Mount Desert Island in Maine. It is one of four towns on Mount Desert Island and is surrounded by Acadia National park. It has a year-round population of 2,143 and increases to 7,500 during the summer. It has 8 villages and 5 harbors one of which is to be the subject of this study. there is some commercial fishing but seasonal visitors provide the major source of income. Our prosperity depends upon natural resources including clean and healthy water both salt and fresh

### Please describe the project idea, priority or issue you would like to explore.

In the 1930's Acadia National Park built a causeway that divides Otter Cove in half. This causeway appears to be prohibiting adequate flushing of the inner cove compared to the outer cove. We would like to study the water quality and the marine life supported of both the inner and outer coves to see what the differences in health of the waters may be. Additionally there was a wastewater treatment plant in the inner cove (since converted to a pump station) that may have caused pollution in the inner cove

### How is the wider community engaged on this issue?

The village of Otter Creek used the cove for clamming and lobster fishing prior to the causeway. There is very little marine life present in the cove today. The community of Otter Creek as well as the Town of Mount Desert are very concerned about the health of this body of water. The Otter Creek Aid Society is a village improvement society that is anxious to determine what are the causes of this decline and what may be done to improve conditions in the cove

### How have you engaged on this topic previously?

we have been working with Acadia National park on this issue. They brought your organization to our attention and we are excited about the possibility of partnering with them on this project

### How time-sensitive is this issue/project?

the health of a body of water is always time sensitive and we would like to determine what is causing the problems in Otter Cove so we may address the resources necessary to mitigate the problems there. We will be aggressive in seeking grants once the issues are fully identified

## Attachments

## Referral Source

## Statement on Integrity in Community Science



## Understanding and Managing Risk in Thriving Earth Exchange

### Notes from Applicant

The possibility of restoring a once thriving natural resource is a very high community priority for Mount Desert and our partner Acadia National park

### Application Received

8/31/2021 9:16am

### Pre-Existing Relationships

Abraham Rushing-Miller



### ThrivingEarth

2000 Florida Ave. N.W. | Washington, D.C. 20009



**Apply now to join** our next cohort of **Community Science Fellows** (<https://thrivingearthexchange.org/community-science-fellows/>) and **Community Leaders** (<https://thrivingearthexchange.org/start-a-thrivingearth-project/>)!

# All Projects

To filter projects, click a heading and select a filter.

Filter by Category

Filter by Location

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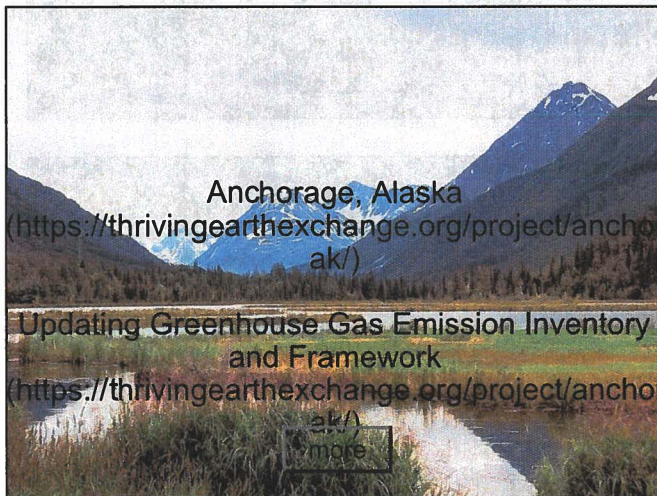
Filter by Managing Organization



Connecting community-collected data with nationwide datasets to scale up flood mitigation efforts in coastal u...  
<https://thrivingearthexchange.org/project/coastal-communities-us/>  
 (multiple locations)  
 more



**Living Shoreline American Venice Project**  
 American Venice, New York  
<https://thrivingearthexchange.org/project/american-venice-ny/>  
 Designing a living shoreline to mitigate flooding and increase community resilience  
<https://thrivingearthexchange.org/project/american-venice-ny/>  
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Anchorage, Alaska  
<https://thrivingearthexchange.org/project/anchorage-ak/>  
 Updating Greenhouse Gas Emission Inventory and Framework  
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 Creating a conceptual model to inform coastal adaptation and flood protection strategy around a marsh-based wa...  
<https://thrivingearthexchange.org/project/arcata-ca/>  
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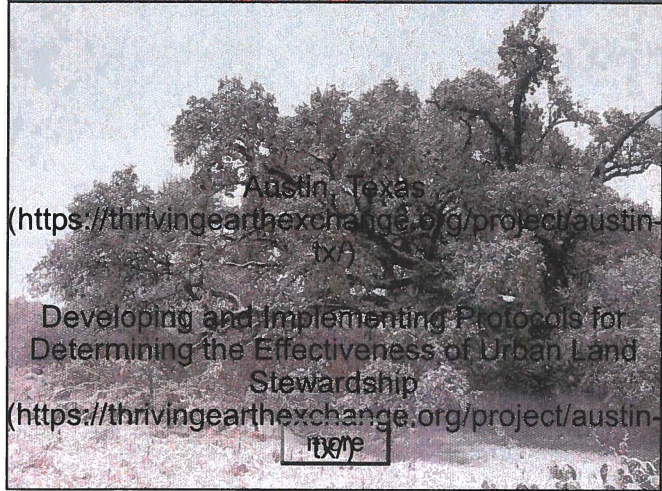
Arlington, Virginia  
<https://thrivingearthexchange.org/project/ Arlington-va/>

Atlanta, Georgia  
<https://thrivingearthexchange.org/project/atlanta-ga/>

Developing a Feasibility Study for Community

Standardizing Greenhouse Gas Inventory

Choice Aggregation Renewable Energy Options  
 (<https://thrivingearthexchange.org/project/arlington-tx/>)



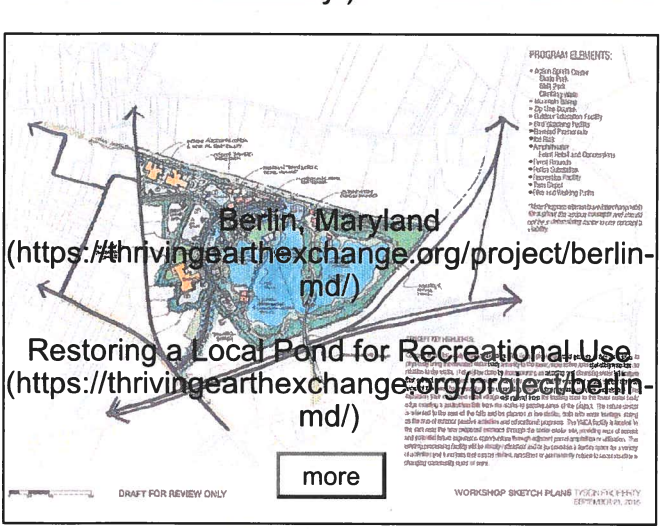
Austin, Texas  
 (<https://thrivingearthexchange.org/project/austin-tx/>)  
 Developing and Implementing Protocols for Determining the Effectiveness of Urban Land Stewardship  
 (<https://thrivingearthexchange.org/project/austin-tx/>)

Outputs for Decision-Making  
 (<https://thrivingearthexchange.org/project/atlanta-ga/>)



Barnesville, Ohio  
 (<https://thrivingearthexchange.org/project/barnesville-oh/>)  
 Establishing a Low-Cost, Sustainable Environmental Monitoring Program  
 (<https://thrivingearthexchange.org/project/barnesville-oh/>)

Barren River Area Development District, Kentucky  
 (<https://thrivingearthexchange.org/project/bradd-kent/>)  
 Updating FEMA approved Multi-Hazard Mitigation Plan for a more Resilient Community Towards Climate Change Hazards  
 (<https://thrivingearthexchange.org/project/bradd-kent/>)



Berlin, Maryland  
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 Restoring a Local Pond for Recreational Use  
 (<https://thrivingearthexchange.org/project/berlin-md/>)

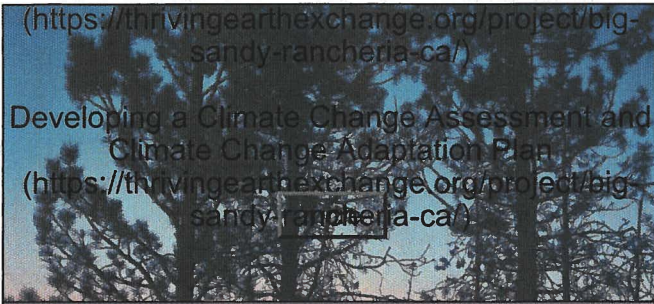
Belmont County, Ohio  
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 Analyzing Air Quality and Establishing Baseline Air Monitoring  
 (<https://thrivingearthexchange.org/project/belmont-county-oh/>)



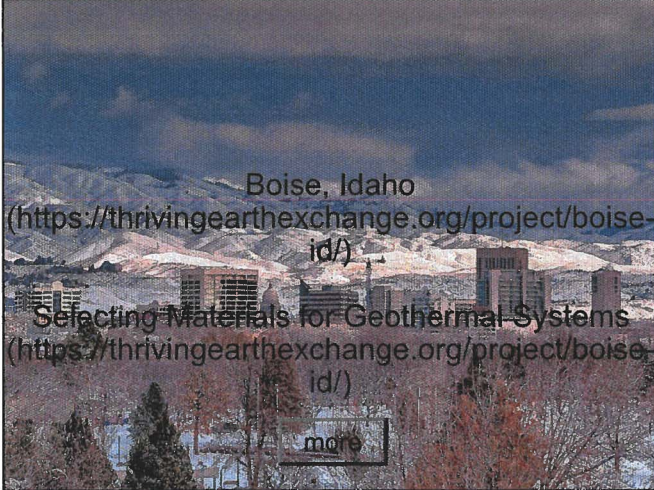
Berwyn Heights, Maryland  
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 Inventorying Invasive Plant Species to Protect Tree Canopies  
 (<https://thrivingearthexchange.org/project/berwyn-heights-md/>)

Big Sandy Rancheria, California

Birmingham, Alabama



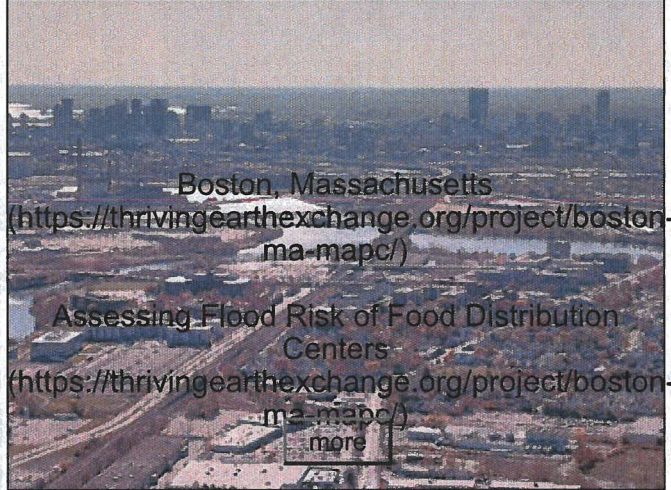
(<https://thrivingearthexchange.org/project/big-sandy-rancheria-ca/>)  
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 (<https://thrivingearthexchange.org/project/big-sandy-rancheria-ca/>)  
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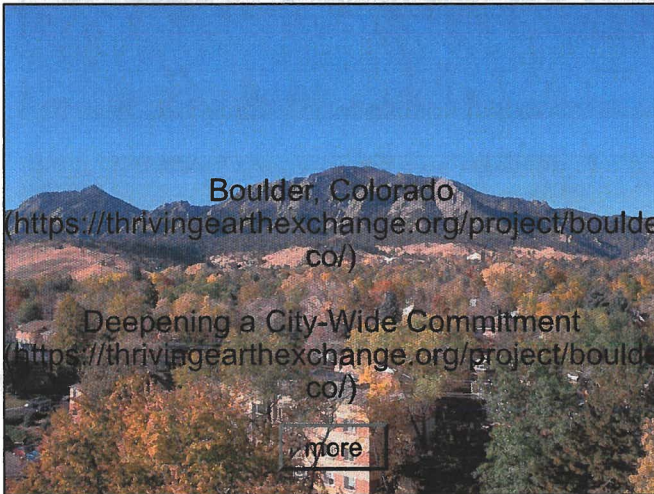
Boise, Idaho  
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 Selecting Materials for Geothermal Systems  
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 Incentivizing Clean Industry  
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Boston, Massachusetts  
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Boulder, Colorado  
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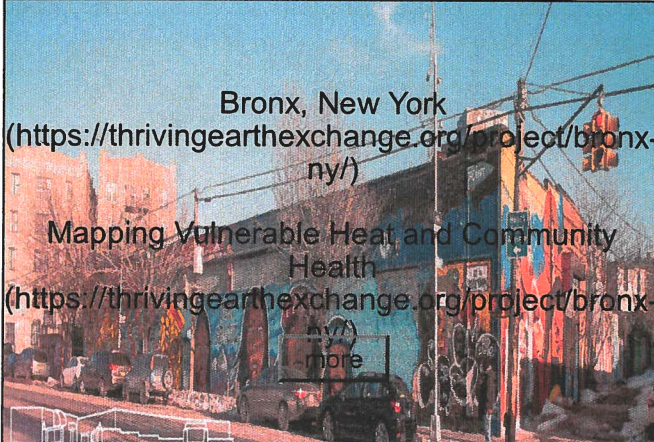
Boynton Beach, Florida  
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Brandywine, Maryland  
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 Interpreting Local Air Quality Data to Support Pollution Monitoring  
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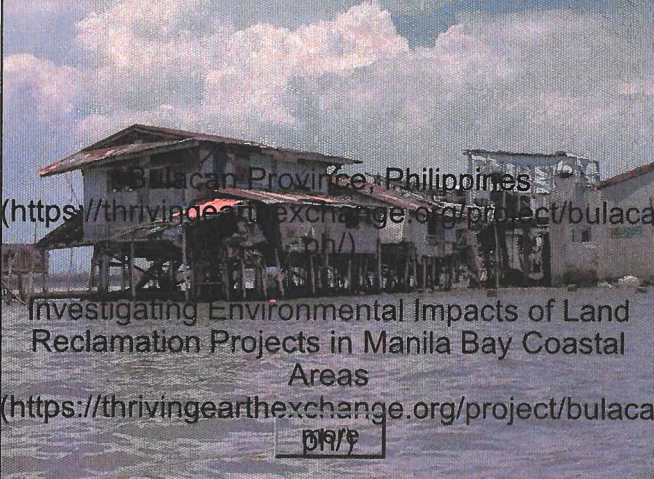
Brazoria County, Texas  
 (<https://thrivingearthexchange.org/project/brazoria-county-tx/>)  
 Assessing Future Flood Risk for Sustainable Solutions  
 (<https://thrivingearthexchange.org/project/brazoria-county-tx/>)  
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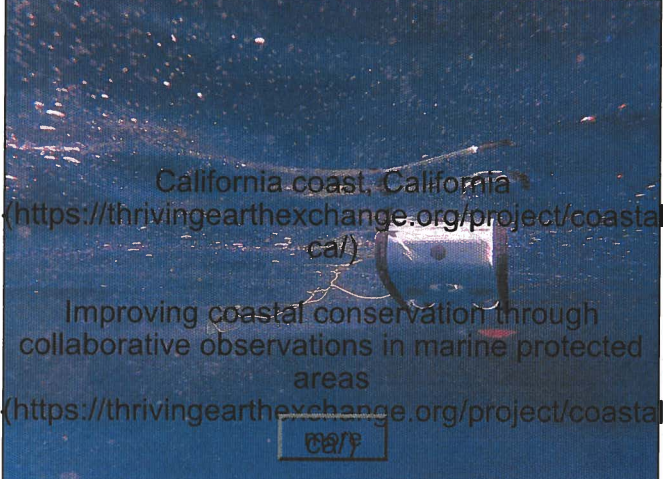
Bronx, New York  
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Brookline, Massachusetts  
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 Building Community Resilience to Extreme Heat  
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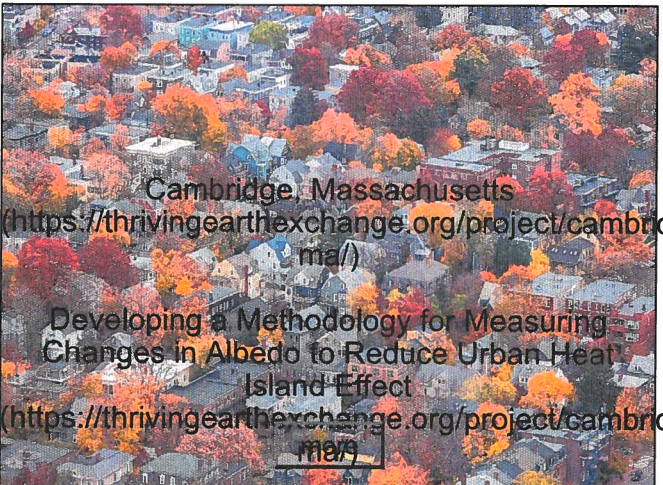
Bulacan Province, Philippines  
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 Investigating Environmental Impacts of Land Reclamation Projects in Manila Bay Coastal Areas  
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California coast, California  
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 Improving coastal conservation through collaborative observations in marine protected areas  
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Cambridge, Ohio  
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 Identifying Contaminants in Drinking Water  
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Cambridge, Massachusetts  
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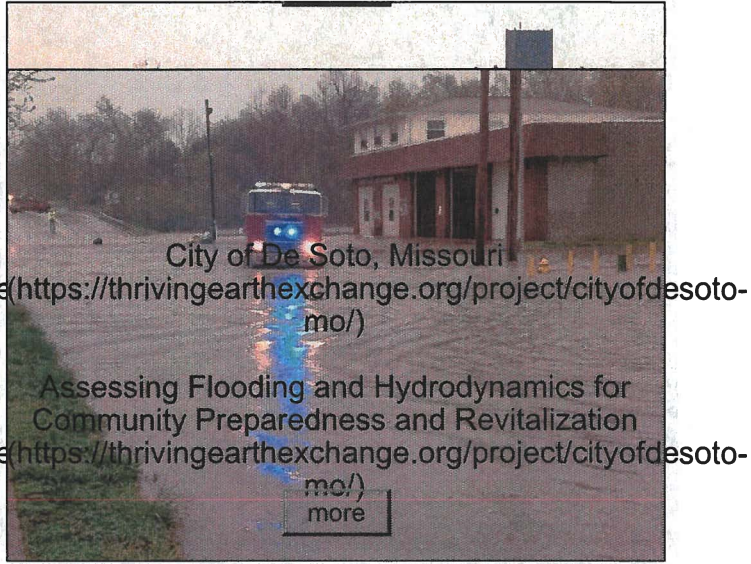
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Cicero & Berwyn, Illinois  
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Assessing Flooding and Hydrodynamics for Community Revitalization  
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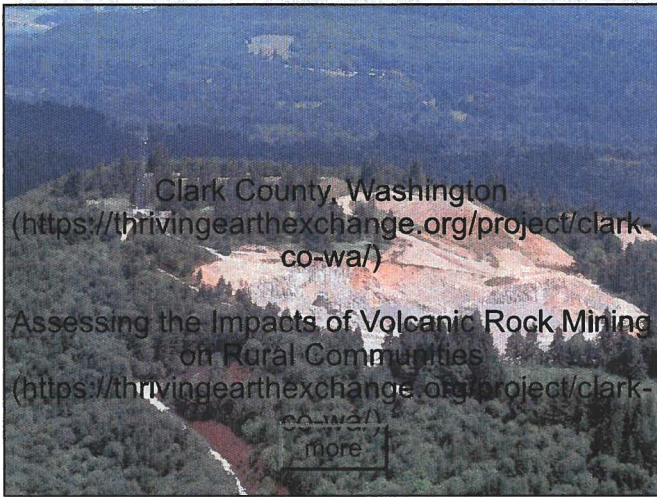
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City of De Soto, Missouri  
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Assessing Flooding and Hydrodynamics for Community Preparedness and Revitalization  
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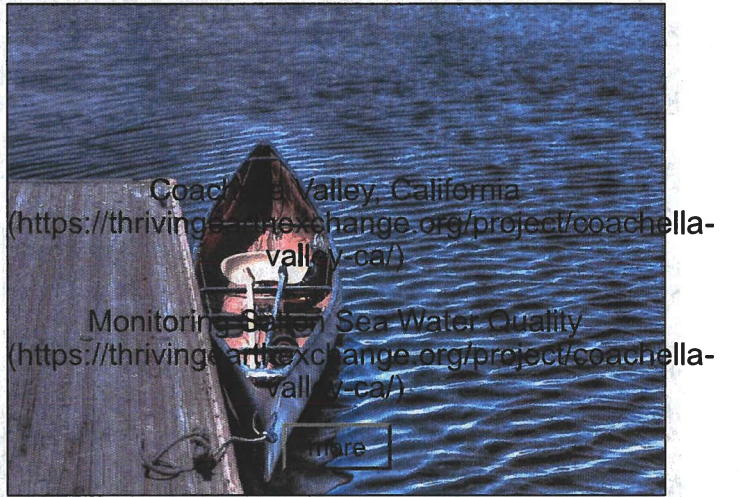
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Clark County, Washington  
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Assessing the Impacts of Volcanic Rock Mining on Rural Communities  
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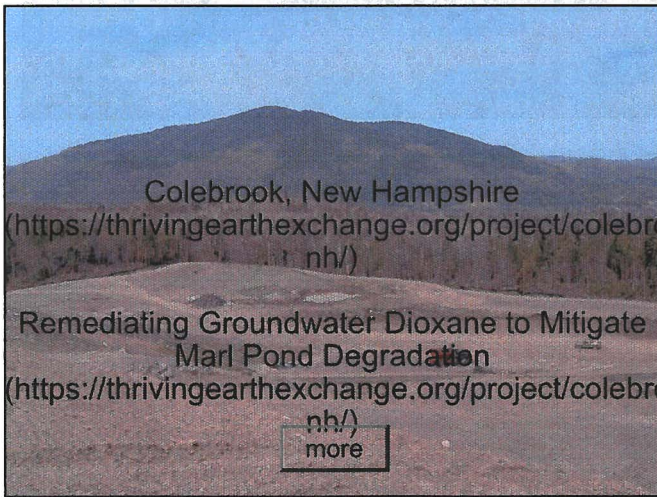
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Coachella Valley, California  
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Monitoring Salinity and Sea Water Quality  
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Colebrook, New Hampshire  
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Remediating Groundwater Dioxane to Mitigate Marl Pond Degradation  
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Colorado  
 (<https://thrivingearthexchange.org/project/flash-flooding-co/>)

Optimizing Local Thresholds for Flash Flood Prediction  
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Colorado  
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Encouraging Air Quality Data Collection and Education  
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Columbus, Ohio  
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 Assessing water quality near fracking injection well sites in the Columbus Metro watersheds to protect drinking water.  
[\(https://thrivingearthexchange.org/project/columbus-oh-ccbcr/\)](https://thrivingearthexchange.org/project/columbus-oh-ccbcr/)  
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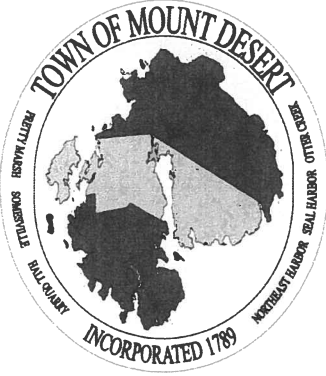
Corinth, Texas  
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 Balancing Sustainability Priorities with Development in an Urbanizing Watershed  
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Costa Mesa, California  
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 Raising Awareness of Climate Change's Impact on Human Health  
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Durham, North Carolina  
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 Identifying Gaps in Urban Flooding Reporting in Durham  
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## ***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](http://www.mtdesert.org)  
[financedirector@mtdesert.org](mailto:financedirector@mtdesert.org)

Board of Selectmen,

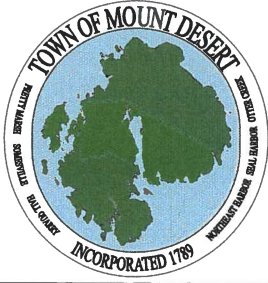
For many years, the Wastewater Bond Reserve account (4050500-24203) has subsidized the principal payments on MMBB CWSRF Loan 2003FFRS. A principal payment of \$220,000 is due on 10/1/21. Article 36 at Town Meeting authorized \$55,330 to be expensed from account 1880100-58102 "Prin-MMBB Sewer SH 2003". To stay within budget, the Wastewater Bond Reserve account will need to contribute \$164,670.

As of 7/31/21, the balance in the Wastewater Bond Reserve account is \$594,668.57.

I recommend the use of \$164,670 in Wastewater Bond Reserve (4050500-24203) funds to be used to subsidize the 10/1/21 principal payment of MMBB CWSRF Loan 2003FFRS.

**Jake Wright**

Finance Director



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

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## Memo

To: Durlin Lunt, Town Manager

From: Mike Bender, Fire Chief

CC: Basil Mahaney

Date: September 1, 2021

Re: Release of CIP Funds

I would like to request from the Board of Selectman authorization to release an amount not to exceed \$36,060.00 from account #4040300-24470(Fire Station Building Reserve), and authorization to use such funds for the purpose of retaining Fraser Associates Architects, PC for personal technical services associated with the design and bidding of the improvements to the Somesville Fire Station(Station #3) to include adding general staff and living quarters, office space, restrooms and general storage areas. The proposal was for \$50,000.00 with the Northeast Harbor Ambulance Service contributing \$21,440.00 towards the proposal. I have added a 15% contingency. The current unencumbered balance for the Fire Station Building Reserve is \$120,334.00.

Thank you



# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the eighth day of September in the year two-thousand, twenty-one

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

Town of Mount Desert  
21 Sea Street  
P.O. Box 248  
Mount Desert, ME 04662

and the Architect:

*(Name, legal status, address and other information)*

Fraser Associates Architects, P.C.  
11 Everard Court  
Suite A  
Bar Harbor, ME 04609

for the following Project:

*(Name, location and detailed description)*

Renovations to Somesville Fire Station No. 3  
Mt. Desert, ME 04662  
Interior renovations to create new bunkrooms, dayroom, kitchen and showers, new flooring and ceilings, HVAC, power and lighting.  
Exterior Siding repairs and asphalt roof shingle replacement

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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6	COST OF THE WORK
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

The Agreement as described includes all work necessary to produce a complete set of bidding and construction documents and bid and construction administration services based on the approved schematic design produced by the Architect under separate contract. Consultants for mechanical, electrical, HVAC, cost estimating, and specifications are included in the Architects Basic Services. It is understood that water service to the building is being engineered and provided under separate contract and that the Owner will provide all relevant designs and engineering related to this work for the A/E Teams coordination. The time frame for the project is to have bid documents complete and ready for bid on/or about December 16, 2021 with construction complete within 180 days of the bid award and notice to proceed. The Owners budget for the construction is approximately Five hundred thousand dollars and zero cents (\$500,000.00).

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

Init.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$2,000,000.00 aggregate/\$1,000,000.00 per occurrence
- .2 Automobile Liability  
n/a
- .3 Workers’ Compensation  
\$100,000.00 per accident
- .4 Professional Liability  
\$100,000.00 per accident

**ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner’s approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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## § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

## § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

## § 3.4 Construction Phase Services

### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be



responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### **§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### **§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1** Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

n/a

**§ 4.2** The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

**§ 4.2.1** The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

**§ 4.2.2** The Architect has included in Basic Services twelve ( 12 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

**§ 4.2.3** The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

**§ 4.2.4** If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Section 8.3 of this Agreement

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Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

All unpaid time, services and/or direct expenses to date of termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Five-Thousand Dollars and Zero Cents (\$5,000.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of

execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

Fifty Thousand Dollars and Zero Cents (\$50,000.00)

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Basis of Compensation: Architects Standard Hourly Rates as listed in Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Basis of Compensation: Architects Standard Hourly Rates as listed in Exhibit A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Zero	percent (	0	%)
Construction Documents Phase	Eighty	percent (	80	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attached Exhibit A: Architects Standard Hourly Rates

Employee or Category	Rate
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#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

Init.



An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % monthly

**§ 11.9.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

n/a

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

Exhibits:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

Exhibit A: Architects Standard Hourly Rates

- .3 Other documents:

*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

Schematic Design Plan Titled: Proposed First Floor Plan – Option B.1 and Dated: 6/25/2021

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Geoffrey S. Fraser, Principal ME ARC3910

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

EXHIBIT A: SCHEDULE OF HOURLY RATES

FRASER ASSOCIATES ARCHITECTS

• Principal	\$125.00
• Project Architect	\$95.00
• Technical Draftsman	\$65.00
• Administrative assistant	\$45.00

CARPENTER ASSOCIATES

• Principal Engineer	\$120.00
• Professional Engineer	\$90.00
• Project Engineer	\$75.00
• Site Engineer	\$70.00
• Engineer	\$65.00
• Engineer Assistant	\$55.00
• Technician	\$50.00
• Project Administrator	\$40.00
• Secretary	\$35.00

PREFERRED CONSTRUCTION MANAGEMENT

• Cost Estimating Services	\$120.00
• CPM Scheduling Services	\$120.00
• Project Support Services	\$120.00
• Claims Analysis	\$140.00

LOWELL SPECIFICATIONS

• Senior Specification Writer	\$90.00
• Secretary	\$45.00

# Additions and Deletions Report for

AIA® Document B104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:47:17 ET on 09/01/2021.

PAGE 1

AGREEMENT made as of the eighth day of September in the year two-thousand, twenty-one

...

Town of Mount Desert  
21 Sea Street  
P.O. Box 248  
Mount Desert, ME 04662

...

Fraser Associates Architects, P.C.  
11 Everard Court  
Suite A  
Bar Harbor, ME 04609

...

*(Name, location and detailed description)*

Renovations to Somesville Fire Station No. 3  
Mt. Desert, ME 04662  
Interior renovations to create new bunkrooms, dayroom, kitchen and showers, new flooring and ceilings, HVAC, power and lighting.  
Exterior Siding repairs and asphalt roof shingle replacement

PAGE 2

The Agreement as described includes all work necessary to produce a complete set of bidding and construction documents and bid and construction administration services based on the approved schematic design produced by the Architect under separate contract. Consultants for mechanical, electrical, HVAC, cost estimating, and specifications are included in the Architects Basic Services. It is understood that water service to the building is being engineered and provided under separate contract and that the Owner will provide all relevant designs and engineering related to this work for the A/E Teams coordination. The time frame for the project is to have bid documents complete and ready for bid on/or about December 16, 2021 with construction complete within 180 days of the bid award and notice to proceed. The Owners budget for the construction is approximately Five hundred thousand dollars and zero cents (\$500,000.00).

PAGE 3

\$2,000,000.00 aggregate/\$1,000,000.00 per occurrence

...

n/a

...

\$100,000.00 per accident

...

\$100,000.00 per accident

PAGE 6

n/a

...

§ 4.2.2 The Architect has included in Basic Services twelve ( 12 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 9

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 11

All unpaid time, services and/or direct expenses to date of termination.

...

Five-Thousand Dollars and Zero Cents (\$5,000.00)

PAGE 12

Fifty Thousand Dollars and Zero Cents (\$50,000.00)

...

Basis of Compensation: Architects Standard Hourly Rates as listed in Exhibit A

...

Basis of Compensation: Architects Standard Hourly Rates as listed in Exhibit A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as follows:

PAGE 13

Design Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Construction Documents Phase	<u>Eighty</u>	percent (	<u>80</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

See Attached Exhibit A: Architects Standard Hourly Rates

...  
§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 % ) of the expenses incurred.

PAGE 14

An initial payment of Zero Dollars and Zero Cents ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...  
§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...  
1.5 % monthly

...  
n/a

...  
~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203 2013 incorporated into this agreement.)~~

...  
~~.3 Exhibits:~~

...  
Exhibit A: Architects Standard Hourly Rates

...  
~~.4 .3 Other documents:~~

...  
Schematic Design Plan Titled: Proposed First Floor Plan – Option B.1 and Dated: 6/25/2021

...  
Geoffrey S. Fraser, Principal ME ARC3910

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Geoffrey S. Fraser, Project Architect, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:47:17 ET on 09/01/2021 under Order No. 5082479917 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## THE TOWN OF MOUNT DESERT

### Mandatory COVID-19 Vaccination Policy for Emergency Medical Workers

#### *Definitions*

1. “Certificate of Immunization” means a written statement from a physician, nurse practitioner, physician assistant or other health care provider who has administered an immunization to a Covered Emergency Medical Services Person, specifying the vaccine administered and the date it was administered. For purposes of this chapter, such Certificate of Immunization shall be specific to COVID-19.
2. “Covered Emergency Medical Services Person” means an advanced emergency medical services person, a basic emergency medical services person, any person who routinely provides direct patient care or an emergency medical dispatcher. For the purposes of this definition, EMS students are Covered Emergency Medical Services Persons.
3. “Direct patient care” means any activity that places an individual within 6 feet of a patient for a period of 15 minutes or more.
4. “Entity” means an organization which holds a license issued by the Board that authorizes it as an organization to provide emergency medical services or emergency medical dispatch services, or a training center licensed by the Board.
5. “Exemption” means a formal procedure to procure discharge from the requirement to vaccinate under this rule in accordance with Section 3 below. For purposes of this chapter, such Exemption shall be specific to COVID-19.
6. “Immunization” means a vaccine, antitoxin or other substance used to increase an individual’s immunity to disease.

#### *Purpose*

Consistent with the State of Maine’s Emergency Rule regarding Immunization Requirements for Healthcare Workers, 10-144 Me. Code R. § 264, the Town of Mount Desert (the “Town”) has adopted this policy to require that its Covered Emergency Medical Services Person (individually, an “Firefighter and/or EMS worker” and collectively, “Firefighters and/or EMS workers”), receive the 2019 novel coronavirus (“COVID-19”) vaccination, subject to the exception in this policy (explained below). This policy is intended to comply with all federal, state and local laws. It is based upon guidance provided by the Centers for Disease Control and Prevention (“CDC”), state and local public health and licensing authorities, including the Maine CDC, and other applicable administrative and governmental agencies.

Compliance with this policy is a condition of the Town’s Firefighters and/or EMS workers’ employment/engagement. Please read this policy carefully.

## ***Information About COVID-19 Vaccines***

The CDC has promoted the benefits and safety of approved COVID-19 vaccines. In addition, the State of Maine recommends that all individuals aged 12 and over who can safely do so get vaccinated against COVID-19. According to the CDC:

- COVID-19 vaccines currently approved or in development in the US do not contain the COVID-19 virus and will not make you sick with COVID-19;
- Getting the COVID-19 vaccine will not make you test positive for COVID-19;
- COVID-19 vaccinations have been shown to be highly effective at preventing you from getting sick with COVID-19 and experiencing the most severe consequence of the disease;
- COVID-19 vaccines reduce the risk of spreading COVID-19;
- COVID-19 vaccines do not change your DNA;
- COVID-19 vaccinations are an important tool in helping to stop the pandemic; and
- COVID-19 vaccines will be free to you, though some charges may be billed to your insurance company.

An individual is considered fully vaccinated two weeks after the second dose of a two-dose vaccine (Moderna or Pfizer) or two weeks after a single-dose vaccine (Johnson & Johnson).

More information about COVID-19 vaccines and the vaccine approval process is available and frequently updated on the CDC's website at <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/> and from the State of Maine at <https://www.maine.gov/covid19/vaccines>.

## ***Scope***

This policy applies to all Firefighters and/or EMS workers and independent contractors that the Town engages. It does not apply to non-Firefighter and/or EMS worker employees and independent contractors. This policy relates to the COVID-19 vaccine and any related vaccines or boosters that may be developed to combat the spread of COVID-19.

## ***Policy***

All Firefighters and/or EMS workers must be fully vaccinated against COVID-19 and provide a Certificate of Immunization of each worker's FDA-approved COVID-19 vaccine on or before October 15, 2021, unless an exemption from this policy has been granted as an accommodation. The process for seeking an accommodation is explained below.

Firefighters and/or EMS workers are responsible for scheduling and obtaining all recommended doses of an FDA-approved (under EUA or otherwise) COVID-19 vaccine.

To establish that they have received a COVID-19 vaccination, individuals covered by this policy must present a Certificate of Immunization or written statement from a physician, nurse, physician assistant or health official who has administered the COVID-19 vaccine, which includes the vaccination place, date(s) and name of the vaccine. Individuals should not include any medical or genetic information with their proof of vaccination. The Town will keep individuals' vaccination information confidential.



Individuals covered by this policy who do not fulfill one of these two requirements may face discipline, up to and including termination of their employment or engagement with the Town, subject to applicable law and the terms of any applicable collective bargaining agreement.

### ***Exemption and Accommodation Requests***

A medical exemption is available to a Firefighter and/or EMS worker who provides a written statement from a licensed physician, nurse practitioner or physician assistant that, in the physician's, nurse practitioner's or physician assistant's professional judgment, immunization against COVID-19 may be medically inadvisable. The Town will engage in an interactive process to determine if an exemption and/or other reasonable accommodation can be provided so long as it does not create an undue hardship for the Town, require the fundamental modification of the Town's services, and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the employee. If the request for exemption/accommodation does not fall into one of these categories, please contact the Fire Chief for more information.

To request an exemption/accommodation on the basis of a medical exemption, please complete the applicable exemption/accommodation form attached hereto and return the completed form to the Fire Chief. Exemption/accommodation request forms are also available from the Fire Chief.

Once the Town is aware of the need for an exemption/accommodation, the Town will engage in an interactive process to assess the requested exemption and identify possible accommodations. The interactive process is intended to clarify the employee's or independent contractor's request and identify the appropriate exemption/reasonable accommodation. The Fire Chief may ask the employee or independent contractor relevant questions that will enable the Town to make an informed decision about the request. The exact nature of the dialogue will vary. In many instances, both the reason for the exemption/accommodation and the type of exemption/accommodation required will be obvious, and there may be limited need to engage in a detailed discussion. In other situations, the Fire Chief may need to ask questions and/or seek documentation concerning the nature of the request and to verify the validity of the exemption/accommodation request. The Town will keep confidential any medical information obtained in connection with an employee's or independent contractor's request for a reasonable accommodation or other exemption. The Town requests that individuals do not provide any genetic information to the Town when responding to a request for additional information in compliance with this policy (see GINA Safe Harbor below).

### ***Determinations***

The Town makes determinations about requested exemptions and accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. The Town strives to make these determinations expeditiously and in a fair and nondiscriminatory manner and will inform individuals requesting an accommodation/exemption after we make a determination. If you have any questions about an exemption or accommodation request you made, please contact Fire Chief.

***GINA Safe Harbor***

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Town asks that individuals not provide any genetic information when responding to a request for medical information.

“Genetic information,” as defined by GINA, includes:

- An individual's family medical history;
- The results of an individual's or family member's genetic tests;
- The fact that an individual or an individual's family member sought or received genetic services; and
- Genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

***Policy Modification***

Government and public health guidelines and restrictions and business and industry best practices regarding COVID-19 and COVID-19 vaccines are changing rapidly as new information becomes available and further research is conducted. The Town reserves the right to modify this policy at any time in its sole discretion to adapt to changing circumstances and business needs, consistent with its commitment to maintaining a safe and healthy workplace.

Failure to comply with or enforce this policy may result in discipline, up to and including termination of employment, subject to applicable law and the terms of any applicable collective bargaining agreement.

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW:**

I, \_\_\_\_\_ (name), acknowledge that I received and read a copy of the Town’s Mandatory Vaccination Policy for Emergency Medical Workers dated \_\_\_\_\_, 202\_\_ and understand that it is my responsibility to be familiar with and abide by its terms.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Warrants for BOS Agenda:

BOS Agenda:

9/8/2021

	Description	#	Date	Amount
<b>A. Warrants to be Approved and Signed:</b>				
	<b>Town Invoices</b>			
		AP2179	09/08/21	\$ 35,144.99
		AP2212	09/08/21	\$ 1,885,863.28
				<u><u>\$ 1,921,008.27</u></u>
<b>B. Authorized Warrants to be Signed: (Wendy needs to abstain)</b> (Prior Electronic or Manual Authorization )				
	<b>Town State Fees &amp; P/R Benefits</b>			
		AP2209	08/18/21	\$ 2,488.61
		AP2210	08/25/21	\$ 181,795.90
		AP2211	09/01/21	\$ 8,605.88
	<b>Town Payroll</b>			
		PR2204	08/20/21	\$ 130,780.83
		PR2205	09/03/21	\$ 122,608.46
		PR2206	09/03/21	\$ 500.10
				<u><u>\$ 446,779.78</u></u>
<b>C. Warrants to be Acknowledged:</b>				
	<b>School Invoices</b>			
		#3	9/1/21	\$ 19,362.13
	<b>School Payroll</b>			
		#5	09/03/21	\$ 60,348.23
				<u><u>\$ 79,710.36</u></u>
<b>TOTAL WARRANTS FOR BOS MEETING</b>				<u><u>\$ 2,447,498.41</u></u>

**TOWN OF MOUNT DESERT**  
**ACCOUNTS PAYABLE WARRANT**

**WARRANT AP# 2179**

CHECK DATE: September 8, 2021

CHECK NUMBER:	<u>315486</u>	through	<u>315494</u>	\$	<u>10,365.37</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Electronic payments
EFT NUMBER:	<u>2019</u>	through	<u>2023</u>	\$	<u>24,779.62</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 35,144.99

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

Wendy H Littlefield, Secretary

09/02/2021 10:52 Town of Mount Desert  
69051you A/P CASH DISBURSEMENTS JOURNAL

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

INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
2019 09/08/2021 EFT Invoice: 36552	76 BROWNS COMMUNICATIONS INC 36552 Portable radios, pagers EQUIP-RADIOS	06/28/2021	AP2179		2,665.00
2020 09/08/2021 EFT Invoice: 10497401650	148 DELL MARKETING LP 10497401650 Desktop monitor EQUIP-TECH HARDWARE	06/21/2021	AP2179		169.85
Invoice: 10499279827	DELL MARKETING LP 10499279827 Desktop computer EQUIP-TECH HARDWARE	06/28/2021	20210156 AP2179		861.03
2021 09/08/2021 EFT Invoice: 20207829	116 HALEY WARD, INC. 20207829 Main st ts Construction-Budget	06/30/2021	AP2179		4,640.00
2022 09/08/2021 EFT Invoice: 400310231	417 MAINE COMMERCIAL TIRE INC 400310231 Replaced rims and rear tires on L1 VEHICLE REPAIR-09 Ferrara L1	06/24/2021	AP2179		5,226.50
2023 09/08/2021 EFT Invoice: 106735	1131 NORTHEAST EMERGENCY APPARATUS LLC 106735 Ladder 1 refurbishment VEHICLE REPAIR-09 Ferrara L1	07/14/2021	AP2179		9,053.84
Invoice: 105634	NORTHEAST EMERGENCY APPARATUS LLC 105634 E6 NFPA pump test VEHICLE REPAIR- 13 Ferrara E6	11/09/2020	AP2179		432.68
Invoice: 105635	NORTHEAST EMERGENCY APPARATUS LLC 105635 L1 NFPA pump test VEHICLE REPAIR-09 Ferrara L1	11/09/2020	AP2179		432.68
Invoice: 105632	NORTHEAST EMERGENCY APPARATUS LLC 105632 E4 NFPA pump test VEHICLE REPAIR-06 SMEAL E4	11/09/2020	AP2179		432.68
Invoice: 105636	NORTHEAST EMERGENCY APPARATUS LLC 105636 E2 NFPA pump test VEHICLE REPAIR-17 FI E2	11/09/2020	AP2179		432.68
2019 TOTAL:					2,665.00
2020 TOTAL:					1,030.88
2021 TOTAL:					4,640.00
2022 TOTAL:					5,226.50

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

INVOICE DTL DESC

INVOICE

INV DATE

PO

WARRANT

NET

INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
Invoice: 105633	NORTHEAST EMERGENCY APPARATUS LLC 105633	11/09/2020		AP2179	432.68
	T5 NFPA pump test				
	432.68 1440330 55100 4305 VEHICLE REPAIR-12 Ferrara T5				
	CHECK	2023 TOTAL:			11,217.24
315486 09/08/2021 PRTD	2551 AUDIOLOGY CENTER, LLC	03/15/2021		AP2179	68.00
Invoice: 102208	68.00 1550552 54600	Annual Hearing Tests APS-EM			
		OUTSIDE LAB/TESTING			
	CHECK	315486 TOTAL:			68.00
315487 09/08/2021 PRTD	2701 AUTOZONE	04/30/2021		AP2179	10.99
Invoice: 3488275715	3488275715	SHOP TRUCK HITCH ADAPTER AL			
		GEN REPAIRS & MAINT			
	10.99 1550100 55400	CHECK	315487 TOTAL:		10.99
315488 09/08/2021 PRTD	47 BANGOR DAILY NEWS	06/30/2021		AP2179	1,045.00
Invoice: INV296524	INV296524	Recruitment ads			
		RECRUITMENT			
	1,045.00 1220110 52720	CHECK	315488 TOTAL:		1,045.00
315489 09/08/2021 PRTD	1915 BEAUREGARD EQUIPMENT INC	05/03/2021		AP2179	817.58
Invoice: IB40618	IB40618	BACK-HOE FRONT END PARTS AL			
		GEN REPAIRS & MAINT			
	817.58 1550100 55400	CHECK	315489 TOTAL:		817.58
Invoice: IB40676	IB40676	BEAUREGARD EQUIPMENT INC			
		127.68 1550100 55400			
		LOADER HOSE AND CLAMP AL			
		GEN REPAIRS & MAINT			
		CHECK	315487 TOTAL:		127.68
Invoice: IB40437	IB40437	BEAUREGARD EQUIPMENT INC			
		67.09 1550100 55400			
		LOADER HOSE AL			
		GEN REPAIRS & MAINT			
		CHECK	315489 TOTAL:		67.09
Invoice: IB40584	IB40584	BEAUREGARD EQUIPMENT INC			
		513.39 1550100 55400			
		BACK HOE YOKE, SPIBER AND RETAINER AL			
		GEN REPAIRS & MAINT			
		CHECK	315489 TOTAL:		513.39
315490 09/08/2021 PRTD	1757 BERGERON PROTECTIVE CLOTHING	05/12/2021		AP2179	2,390.25
Invoice: 220265	220265	2 sets of bunker pants			
		EQUIPMENT			
	2,390.25 1440330 57100	CHECK	315489 TOTAL:		2,390.25



09/02/2021 10:52  
69051you

Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

3  
apcshdsb

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

10100 Ckg-BH General Fund 8066 INVOICE INV DATE PO WARRANT NET

INVOICE DTL DESC CHECK 315490 TOTAL: 2,390.25

315491 09/08/2021 PRTRD 2795 MAINE COAST HERITAGE TRUST OVERPAYMENT

Invoice: OVERPAYMENT 26.00 100 20010 06/30/2021 AP2179 26.00

CHECK WRITTEN OVER WHAT WAS DUE Accounts Payable-Refunds

CHECK 315491 TOTAL: 26.00

315492 09/08/2021 PRTRD 468 MOUNT DESERT ISLAND HOSPITAL & HE 113020

Invoice: 113020 21.00 1440110 54600 06/30/2021 AP2179 21.00

COVID Quarantine OUTSIDE LAB/MEDICAL

CHECK 315492 TOTAL: 21.00

315493 09/08/2021 PRTRD 2160 COASTAL AUTO PARTS 365187

Invoice: 365187 208.39 1550100 55400 03/24/2021 AP2179 208.39

CREDIT OFFSET PROCESSED IN ERROR GEN REPAIRS & MAINT

CHECK 315493 TOTAL: 208.39

315494 09/08/2021 PRTRD 2759 VORTEX SERVICES LLC 304451

Invoice: 304451 5,070.00 1550552 54260 06/30/2021 AP2179 5,070.00

78 GPS points w/ GIS mapping NEH Sewer Lines-EM TECHNICAL SVCS

CHECK 315494 TOTAL: 5,070.00

NUMBER OF CHECKS 14 \*\*\* CASH ACCOUNT TOTAL \*\*\* 35,144.99

TOTAL PRINTED CHECKS 9 10,365.37

TOTAL EFT'S 5 24,779.62

\*\*\* GRAND TOTAL \*\*\* 35,144.99

JOURNAL ENTRIES TO BE CREATED

CLERK: 69051you

YEAR PER JNL  
SRC ACCOUNT

EFF DATE

JNL DESC

REF 1

REF 2

REF 3

ACCOUNT DESC  
LINE DESC

T OB

DEBIT

CREDIT

2021 12	228											
APP 100-20000	06/30/2021	AP2179	LLY				Accounts Payable			30,504.99		
							AP CASH DISBURSEMENTS JOURNAL					
APP 100-10100	06/30/2021	AP2179	LLY				Ckg-BH General Fund 8066					35,144.99
							AP CASH DISBURSEMENTS JOURNAL					
APP 300-20000	06/30/2021	AP2179	LLY				Accounts Payable			4,640.00		
							AP CASH DISBURSEMENTS JOURNAL					
							GENERAL LEDGER TOTAL			35,144.99		35,144.99
APP 100-35030	06/30/2021	AP2179	LLY				DTF-CAP IMP			4,640.00		
							DT Gen fund					4,640.00
APP 300-35010	06/30/2021	AP2179	LLY				SYSTEM GENERATED ENTRIES TOTAL			4,640.00		4,640.00
							JOURNAL 2021/12/228			39,784.99		39,784.99
							TOTAL					



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

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100 General Fund	2021 12	228	06/30/2021			
100-10100				Ckg-BH General Fund 8066		
100-20000				Accounts Payable	30,504.99	35,144.99
100-35030				DTF-CAP IMP	4,640.00	
				FUND TOTAL	35,144.99	35,144.99
300 Capital Projects	2021 12	228	06/30/2021			
300-20000				Accounts Payable	4,640.00	4,640.00
300-35010				DT Gen fund		
				FUND TOTAL	4,640.00	4,640.00

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

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FUND	DUE TO	DUE FROM
100 General Fund	4,640.00	4,640.00
300 Capital Projects		
	<u>4,640.00</u>	<u>4,640.00</u>
TOTAL		

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

**TOWN OF MOUNT DESERT**  
**ACCOUNTS PAYABLE WARRANT**

**WARRANT AP# 2212**

CHECK DATE: September 8, 2021

CHECK NUMBER:	<u>315495</u>	through	<u>315547</u>	\$ <u>1,783,595.74</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	Electronic payments
EFT NUMBER:	<u>2024</u>	through	<u>2039</u>	\$ <u>102,267.54</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 1,885,863.28

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

Wendy H Littlefield, Secretary

09/03/2021 08:23 | Town of Mount Desert | Town of Mount Desert | 1 | P |  
 69051you | A/P CASH DISBURSEMENTS JOURNAL | A/P CASH DISBURSEMENTS JOURNAL | 1 | P |  
 CHECK NO | 10100 | CASH ACCOUNT: 100 | Ckg-BH General Fund 8066 | WARRANT | NET  
 CHECK NO | 10100 | TYPE VENDOR NAME | INVOICE | INV DATE | PO  
 2024 09/08/2021 EFT | 2 A C PARSONS LANDSCAPING & GARDEN 412372 | INVOICE | 07/31/2021 | AP2212 | 2,289.89  
 Invoice: 412372 | LANDSCAPING BJ | LANDSCAPING SVCS |  
 1,289.89 1552000 55222 | LANDSCAPING SVCS |  
 1,000.00 1552500 55222 |  
 2025 09/08/2021 EFT | 2097 TOWN OF BAR HARBOR 4084 | INVOICE | 08/20/2021 | AP2212 | 5,557.67  
 Invoice: 4084 | July 2021 Mutual Aid | OT-MA BHPD TO MDDP  
 3,337.54 1440110 51500 299 | OT-MA BHPD TO MDDP |  
 527.00 1440800 51500 299 | OT-OSD BHPD EXP |  
 171.23 2140175 51505 | PE-MA BHPD TO MDDP |  
 1,521.90 1440110 51440 299 |  
 2026 09/08/2021 EFT | 76 BROWNS COMMUNICATIONS INC 36563 | INVOICE | 08/12/2021 | AP2212 | 40.00  
 Invoice: 36563 | 40.00 1440330 55400 | Repairs to portable radio |  
 GEN REPAIRS & MAINT |  
 2027 09/08/2021 EFT | 124 COLWELL DIESEL SERVICE & GARAGE I X100003991:01 | INVOICE | 08/23/2021 | AP2212 | 248.34  
 Invoice: X100003991:01 | 248.34 1990100 59200 9104 | BUS#4 FILTERS AL |  
 MDES - BUS 4 |  
 Invoice: X100003990:01 | COLWELL DIESEL SERVICE & GARAGE I X100003990:01 | INVOICE | 08/23/2021 | AP2212 | 851.88  
 Invoice: X100003989:01 | 851.88 1990100 59200 9105 | BUS#5 AND 2 FILTERS AL |  
 MDES - BUS 5 |  
 2028 09/08/2021 EFT | 150 DENNIS PAPER & FOODSERVICE H69419-00 | INVOICE | 08/23/2021 | AP2212 | 1,732.74  
 Invoice: H69419-00 | 1,732.74 1990100 59200 9105 | BUS#5 BRAKES AND ALL HARDWARE AL |  
 MDES - BUS 5 |  
 2029 09/08/2021 EFT | 181 EATON PEABODY ATTORNEYS AT LAW 586368 | INVOICE | 08/10/2021 | AP2212 | 3,440.40  
 Invoice: 586368 | 1,548.00 1220770 54500 | Legal Counsel CEO, HR, & Admin |  
 480.00 1220900 54533 | LEGAL |  
 1,412.40 1220110 54500 | CONSULTANT-ADMIN |  
 LEGAL |

INVOICE DTL DESC	INVOICE	INV DATE	PO	WARRANT	NET
2024 09/08/2021 EFT Invoice: 412372	2 A C PARSONS LANDSCAPING & GARDEN 412372	07/31/2021	AP2212		2,289.89
LANDSCAPING BJ					
1,289.89 1552000 55222					
1,000.00 1552500 55222					
2025 09/08/2021 EFT Invoice: 4084	2097 TOWN OF BAR HARBOR 4084	08/20/2021	AP2212		5,557.67
July 2021 Mutual Aid					
3,337.54 1440110 51500 299					
527.00 1440800 51500 299					
171.23 2140175 51505					
1,521.90 1440110 51440 299					
2026 09/08/2021 EFT Invoice: 36563	76 BROWNS COMMUNICATIONS INC 36563	08/12/2021	AP2212		40.00
40.00 1440330 55400					
Repairs to portable radio					
GEN REPAIRS & MAINT					
2027 09/08/2021 EFT Invoice: X100003991:01	124 COLWELL DIESEL SERVICE & GARAGE I X100003991:01	08/23/2021	AP2212		248.34
248.34 1990100 59200 9104					
BUS#4 FILTERS AL					
MDES - BUS 4					
Invoice: X100003990:01	COLWELL DIESEL SERVICE & GARAGE I X100003990:01	08/23/2021	AP2212		851.88
851.88 1990100 59200 9105					
BUS#5 AND 2 FILTERS AL					
MDES - BUS 5					
Invoice: X100003989:01	COLWELL DIESEL SERVICE & GARAGE I X100003989:01	08/23/2021	AP2212		1,732.74
1,732.74 1990100 59200 9105					
BUS#5 BRAKES AND ALL HARDWARE AL					
MDES - BUS 5					
2028 09/08/2021 EFT Invoice: H69419-00	150 DENNIS PAPER & FOODSERVICE H69419-00	08/27/2021	AP2212		745.79
745.79 6010100 53220					
bathroom supplies					
CLEANING SUPPLIES					
2029 09/08/2021 EFT Invoice: 586368	181 EATON PEABODY ATTORNEYS AT LAW 586368	08/10/2021	AP2212		3,440.40
1,548.00 1220770 54500					
Legal Counsel CEO, HR, & Admin					
480.00 1220900 54533					
LEGAL					
1,412.40 1220110 54500					
CONSULTANT-ADMIN					
LEGAL					

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

INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
EATON PEABODY ATTORNEYS AT LAW 586369	08/10/2021		AP2212	472.00
Labor Negotiations CONSULTANT-ADMIN				
EATON PEABODY ATTORNEYS AT LAW 586370	08/10/2021		AP2212	1,050.00
Legal CEO & Admin LEGAL LEGAL				
2030 09/08/2021 EFT Invoice: 20209504	CHECK	2029 TOTAL:		4,962.40
116 HALEY WARD, INC.	08/13/2021		AP2212	1,671.50
Construction-Budget Main st ts				
HALEY WARD, INC.	08/18/2021		AP2212	1,217.88
IT Support Town Office IT/TECH FEE				
HALEY WARD, INC.	08/18/2021		AP2212	420.80
IT Support Fire Department IT/TECH FEE				
HALEY WARD, INC.	08/18/2021		AP2212	100.00
IT Support NEH WWTP IT/TECH FEE				
2031 09/08/2021 EFT Invoice: 20002A-2	CHECK	2030 TOTAL:		3,410.18
287 HEDEFINE ENGINEERING & DESIGN INC 20002A-2	08/16/2021		AP2212	29,200.00
2nd bill for Station 1 project ENGINEERING				
2032 09/08/2021 EFT Invoice: 081021	CHECK	2031 TOTAL:		29,200.00
1326 DURLIN LUNT	08/16/2021		AP2212	168.00
Town Manager expense TOWN MGR EXPENSE				
2033 09/08/2021 EFT Invoice: 53742	CHECK	2032 TOTAL:		168.00
427 MAINE MUNICIPAL ASSOCIATION 53742	06/28/2021		AP2212	48,852.50
Property and Casualty insurance PUBLIC OFFICIALS LIAB INS LIABILITY INSURANCE LIABILITY INSURANCE VEHICLE INSURANCE				

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

INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
OTHER INSURANCE PROPERTY INSURANCE LIABILITY INSURANCE				
3,292.66 1552000 56050 14,137.91 1552000 56060 1,905.24 6010100 56010				
2034 09/08/2021 EFT Invoice: 4898378	08/20/2021	AP2212		83.00
2142 MODERN PEST SERVICES, LLC (R1)	Station 3 pest control			
83.00 1440330 55200 433	BLDG REPAIR & MAINT-S3 SV			
Invoice: 4904793	08/18/2021	AP2212		75.00
MODERN PEST SERVICES, LLC (R1)	HIGHWAY GARAGE PEST CONTROL BJ			
75.00 1550100 55200	BLDG REPAIR & MAINT			
2035 09/08/2021 EFT Invoice: 579		2034 TOTAL:		158.00
1687 NOEL MUSSON	08/21/2021	AP2212		2,706.25
2,706.25 1220770 54900	Planning Consultant PLANNING CONSULTANT			
2036 09/08/2021 EFT Invoice: 499444		2035 TOTAL:		2,706.25
2694 NO FRILLS OIL COMPANY	08/12/2021	AP2212		717.63
499444	448.8 lp gas harbormaster HEATING FUEL			
717.63 6010100 53400				
2037 09/08/2021 EFT Invoice: 498998		2036 TOTAL:		717.63
2693 NO FRILLS OIL COMPANY	08/02/2021	AP2212		71.98
498998	lp gas yachtsmen HEATING FUEL			
71.98 6010100 53400				
2038 09/08/2021 EFT Invoice: 22527		2037 TOTAL:		71.98
538 NORTHEAST PLUMBING & HEATING INC.	08/05/2021	AP2212		135.24
22527	PISTON SERVICE KIT BJ GEN REPAIRS & MAINT			
135.24 1552500 55400				
2039 09/08/2021 EFT Invoice: 136991944		2038 TOTAL:		135.24
1553 ULINE, INC	08/04/2021	AP2212		279.52
136991944	Stat. 1 janitorial supplies BLDG REPAIR & MAINT-S1 NE			
279.52 1440330 55200 431				
Invoice: 136926751	08/03/2021	AP2212		139.53
ULINE, INC	KITCHEN SUPPLIES BJ			
136926751				

INVOICE DTL DESC	INVOICE	INV DATE	PO	WARRANT	NET
GEN REPAIRS & MAINT	55400				
315495 09/08/2021 PRTD Invoice: 22531139	22531139	08/23/2021	AP2212		419.05
Safety Prescription Eye Wear-EM UNIFORMS	53800				305.00
315496 09/08/2021 PRTD Invoice: 3488305032	3488305032	07/15/2021	AP2212		255.16
SHOP SPILL PADS AL GEN REPAIRS & MAINT	55400				255.16
315497 09/08/2021 PRTD Invoice: 3488315666	3488315666	08/10/2021	AP2212		39.19
SHOP COMPRESSION TESTER AL GEN REPAIRS & MAINT	55400				39.19
315498 09/08/2021 PRTD Invoice: 3488320780	3488320780	08/23/2021	AP2212		45.78
ROLLER BATTERY AL GEN REPAIRS & MAINT	55400				45.78
315499 09/08/2021 PRTD Invoice: 3488264965	3488264965	04/01/2021	AP2212		-79.99
Return Bracket Calip GEN REPAIRS & MAINT	55400				-79.99
315500 09/08/2021 PRTD Invoice: 7518 MSP INSPECTION	7518 MSP INSPECTION	08/11/2021	AP2212		28.00
BUS STICKERS BJ MDES - BUS 5	59200 9105				28.00
315501 09/08/2021 PRTD Invoice: 0397 ENVIRONMENTAL	0397 ENVIRONMENTAL	08/11/2021	AP2212		258.00
SH beach erosion DEP permit fee ts TECHNICAL SVCS	54260				258.00
315502 09/08/2021 PRTD Invoice: 7917 USPS PO	7917 USPS PO	07/29/2021	AP2212		4.80
Credit Card Stmt 7.23.21-8.24.21 - certified mail POSTAGE	53140				4.80
315503 09/08/2021 PRTD Invoice: 4583 AMAZON	4583 AMAZON	07/21/2021	AP2212		111.80
light bulbs marina EQUIP-MOORINGS/FLOATS	57121				111.80
315504 09/08/2021 PRTD Invoice: 6997 WAL-MART	6997 WAL-MART	08/03/2021	AP2212		131.74
coffee OFFICE SUPPLIES	53000				131.74
315505 09/08/2021 PRTD Invoice: 6089 WOODLAND STUDIO08/02/2021	6089 WOODLAND STUDIO08/02/2021		AP2212		493.50

2039 TOTAL: 419.05

315495 TOTAL: 305.00

315496 TOTAL: 255.16

315497 TOTAL: 39.19

315498 TOTAL: 45.78

315499 TOTAL: -79.99

315496 TOTAL: 260.14

Invoice:	CHK DATE	CHK NO	TYPE	VENDOR NAME	Fund	8066	INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
Invoice: 6089				WOODLAND STUDIO			493.50	6010100 53800	summer uniforms UNIFORMS			
Invoice: 0283	AMZN			CARDMEMBER SERVICES			0283	AMZN	08/06/2021		AP2212	44.37
							44.37	6010100 53230 677	laundry detergent CONCESSION SUPP-Laundry			
Invoice: 8023	Amazon.com			CARDMEMBER SERVICES			8023	Amazon.com	08/06/2021		AP2212	208.84
							208.84	6010100 53000	office supplies OFFICE SUPPLIES			
Invoice: 1104	MSFT			CARDMEMBER SERVICES			1104	MSFT	07/26/2021		AP2212	52.70
							52.70	1221000 55140	Microsoft Azure EMAIL/INTERNET			
Invoice: 4733	MSFT			CARDMEMBER SERVICES			4733	MSFT	08/03/2021		AP2212	293.75
							293.75	1221000 55140	Online Services EMAIL/INTERNET			
Invoice: 6129	MSFT			CARDMEMBER SERVICES			6129	MSFT	08/03/2021		AP2212	136.67
							136.67	1221000 55140	Online Services EMAIL/INTERNET			
Invoice: 7553	MSFT			CARDMEMBER SERVICES			7553	MSFT	08/03/2021		AP2212	111.23
							111.23	1221000 55140	Online Services EMAIL/INTERNET			
Invoice: 5971	MSFT			CARDMEMBER SERVICES			5971	MSFT	08/03/2021		AP2212	126.00
							126.00	1221000 55140	Online services Police Department EMAIL/INTERNET			
Invoice: 2483	MSFT			CARDMEMBER SERVICES			2483	MSFT	08/16/2021		AP2212	55.60
							55.60	1221000 55140	Microsoft Azure EMAIL/INTERNET			
Invoice: 0281	LLBEAN-DIRECT			CARDMEMBER SERVICES			0281	LLBEAN-DIRECT	08/02/2021		AP2212	152.70
							152.70	1440110 53800	LL Bean Shirts - Chief UNIFORMS			
Invoice: 8343	LLBEAN-DIRECT			CARDMEMBER SERVICES			8343	LLBEAN-DIRECT	08/02/2021		AP2212	40.90
							40.90	1440110 53800	LL Bean Polo - Mitchell UNIFORMS			
Invoice: 6628	SHELL OIL			CARDMEMBER SERVICES			6628	SHELL OIL	08/01/2021		AP2212	44.09
							44.09	1440110 53710	Cruiser Fuel BH505 - mutual aid VEHICLE FUEL			
Invoice: 6629	SHELL OIL			CARDMEMBER SERVICES			6629	SHELL OIL	08/01/2021		AP2212	40.17
							40.17	1440110 53710	Cruiser Fuel - BH506 - mutual aid VEHICLE FUEL			
				CARDMEMBER SERVICES			3166	USPS	08/02/2021		AP2212	1.59



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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 100  
CHECK NO CHK DATE

10100  
TYPE VENDOR NAME

Ckg-BH General Fund 8066

INVOICE

INV DATE PO

WARRANT

NET

INVOICE DTL DESC					
Invoice: 3166	USPS	1.59	1220500 53140	CERT OF MAILING B. HARRIS POSTAGE	450.36
Invoice: 0015	COUNTY OF HANCO	450.36	1220551 54700	0015 COUNTY OF HANCO08/02/2021 23 LIENS 2021 @ \$19 DEED SVCS	1.29
Invoice: 6670	ZOOM.US	1.29	1221000 55330 890	6670 ZOOM.US 08/11/2021 ZOOM CLOUD STORAGE SOFTWARE -ZOOM	90.00
Invoice: 6823	ZOOM.US	90.00	1221000 55330 890	6823 ZOOM.US 08/12/2021 ZOOM CLOUD STORAGE & LARGE MEETINGS SOFTWARE -ZOOM	4,630.77
Invoice: 4883	HP *HP.COM	4,630.77	1220660 57400	4883 HP *HP.COM 08/18/2021 LARGE PLOTTER REPLACEMENT EQUIP-TECH HARDWARE	160.00
Invoice: 1575	SONETICS	160.00	1440330 55400	1575 SONETICS 07/22/2021 20220006 Repairs to headsets GEN REPAIRS & MAINT	120.66
Invoice: 3099	SP * POWERCALL	120.66	1440330 57100	3099 SP * POWERCALL 07/22/2021 20220005 Decals EQUIPMENT	49.57
Invoice: 0180	TST* COLONEL'S	49.57	1440330 53110	0180 TST* COLONEL'S 07/30/2021 20220019 Pizza for post-fire cleanup GENERAL SUPPLIES	266.88
Invoice: 2040	STROBES N MORE	266.88	1440330 55100 4305	2040 STROBES N MORE 08/06/2021 20220029 Replacement lights for T5 VEHICLE REPAIR-12 Ferrara T5	298.00
Invoice: 1026	WALMART.COM	298.00	1440330 57100	1026 WALMART.COM 08/08/2021 20220030 TV for the FD office EQUIPMENT	179.94
Invoice: 4032	GALLS	179.94	1440330 53800	4032 GALLS 08/06/2021 20220027 Duty boots UNIFORMS	46.60
Invoice: 0010	STREAMLIGHT	46.60	1440330 53110	0010 STREAMLIGHT 08/07/2021 20220031 Flashlight charger GENERAL SUPPLIES	54.94
Invoice: 2258	GALLS	54.94	1440330 55100 4305	2258 GALLS 08/17/2021 20220039 Light bulb for T5 VEHICLE REPAIR-12 Ferrara T5	733.00
			4738 SQ *HVAC PRO	08/16/2021	

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69051you A/P CASH DISBURSEMENTS JOURNAL

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

Invoice: 4738 SQ *HVAC PRO	733.00	1550668	55200	SH Chem Room Exhaust Fan Parts, Shaft, Mount-EM BLDG REPAIR & MAINT				
Invoice: 5734 BATTERYSHARKS	187.31	1550552	53900	5734 BATTERYSHARKS 07/27/2021 AP2212 SP12-9 and SP12-18 Batteries for UPS Systems-EM OTHER EQUIPMENT				187.31
Invoice: 7086 APPLE.COM/BILL	.99	1550100	55330	7086 APPLE.COM/BILL 08/19/2021 AP2212 ICLOUD STORAGE SOFTWARE RENEW/LIC FEES				.99
315498 09/08/2021 PRTD	7.00	100	20010	REFUND	08/26/2021	AP2212		7.00
Invoice: REFUND				Accounts Payable-Refunds				
315499 09/08/2021 PRTD	859.38	1550100	53730	HMA BJ	08/03/2021	AP2212		859.38
Invoice: 68002977				MISC-MATERIALS				
315500 09/08/2021 PRTD	858.67	1550100	53730	HMA BJ	08/02/2021	AP2212		858.67
Invoice: 68002938				MISC-MATERIALS				
315500 09/08/2021 PRTD	215.55	6010100	53710	4S0M5MYVJDG9R	07/24/2021	AP2212		215.55
Invoice: 4S0M5MYVJDG9R				58.1 gal key west gas VEHICLE FUEL				
315500 09/08/2021 PRTD	19.77	6010100	53710	9T0XMPAKRBMZP	07/28/2021	AP2212		19.77
Invoice: 9T0XMPAKRBMZP				7.1 gal launch boat fuel VEHICLE FUEL				
315500 09/08/2021 PRTD	7.79	6010100	53710	281WN3WRTXAPY	07/29/2021	AP2212		7.79
Invoice: 281WN3WRTXAPY				2.1 gal mooring boat gas VEHICLE FUEL				
315500 09/08/2021 PRTD	21.81	6010100	53710	3ZD6XB9DRYRDA	08/04/2021	AP2212		21.81
Invoice: 3ZD6XB9DRYRDA				7.8 gal launch boat fuel VEHICLE FUEL				
315500 09/08/2021 PRTD	5.94	6010100	53710	F9GMPEN00FRC2	08/09/2021	AP2212		5.94
Invoice: F9GMPEN00FRC2				1.6 gal mooring boat gas VEHICLE FUEL				

CHECK 315497 TOTAL: 9,606.76

CHECK 315498 TOTAL: 7.00

CHECK 315499 TOTAL: 1,718.05

INVOICE DTL DESC	INVOICE	INV DATE	PO	WARRANT	NET
CLIFTON DOCKS LLC	2JYZJ2K93DM9Y	08/11/2021	AP2212		24.33
8.7 gal launch boat fuel	24.33 6010100 53710				
VEHICLE FUEL					
315501 09/08/2021 PRTD	136 CURTIS FAMILY SHOE STORE	08/02/2021	AP2212		58.50
Invoice: 9290	58.50 1552500 53800				
Safety boots mp ts					
UNIFORMS					
315501 09/08/2021 PRTD	CURTIS FAMILY SHOE STORE	07/21/2021	AP2212		179.96
Invoice: 8744	179.96 1550552 53800				
Muck Boots MY-EM					
UNIFORMS					
315502 09/08/2021 PRTD	162 DOWNEAST GRAPHICS & PRINTING	08/10/2021	AP2212		414.31
Invoice: 113119	414.31 6010100 55342				
mooring rental agreements					
RENTAL MOORINGS					
315503 09/08/2021 PRTD	197 ELLSWORTH CHAINSAW INC	08/24/2021	AP2212		551.40
Invoice: 116434	551.40 1550100 55400				
SAW BLADES BJ					
GEN REPAIRS & MAINT					
315504 09/08/2021 PRTD	2763 GARY'S MARINE + TRUCK REPAIR	08/16/2021	AP2212		217.84
Invoice: 1221	217.84 6010100 55226				
launch boat repair					
BOAT REPAIRS-LAUNCH					
315505 09/08/2021 PRTD	1746 GETCHELL BROS INC	08/20/2021	AP2212		77.10
Invoice: 84-196508	77.10 6010100 53230 671				
ice					
CONCESSION SUPP-Ice					
315505 09/08/2021 PRTD	GETCHELL BROS INC	08/18/2021	AP2212		192.60
Invoice: 84-196466	192.60 6010100 53230 671				
ice					
CONCESSION SUPP-Ice					
315505 09/08/2021 PRTD	GETCHELL BROS INC	08/24/2021	AP2212		42.00
Invoice: 84-196573	42.00 6010100 53230 671				
ice					
CONCESSION SUPP-Ice					
315505 09/08/2021 PRTD	GETCHELL BROS INC	08/23/2021	AP2212		76.50
Invoice: 84-196556	76.50 6010100 53230 671				
ice					
CONCESSION SUPP-Ice					



09/03/2021 08:23 Town of Mount Desert  
 69051you A/P CASH DISBURSEMENTS JOURNAL  
 CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

INVOICE DTL DESC INV DATE PO WARRANT NET

Invoice: 84-196556	76.50	6010100	53230	671	ice	CONCESSION SUPP-Ice				
Invoice: 84-196653	54.80	6010100	84-196653	53230	671	ice	CONCESSION SUPP-Ice	08/28/2021	AP2212	54.80
315506 09/08/2021 PRD Invoice: 84821	1,161.69	260 GREEN THUMB LAWN SERVICE INC R1 84821	55222			WEED CONTROL BJ LANDSCAPING SVCS		08/17/2021	AP2212	1,161.69
315507 09/08/2021 PRD Invoice: 4681107	169.99	2592 HAMMOND LUMBER COMPANY	55400			LADDER BJ GEN REPAIRS & MAINT		08/02/2021	AP2212	169.99
Invoice: 4697905	81.67	HAMMOND LUMBER COMPANY	53900			4x4x8, 3/4 CDX Screws, Bits, Sawzall Blades-EM OTHER EQUIPMENT		08/06/2021	AP2212	81.67
Invoice: 4736032	62.12	HAMMOND LUMBER COMPANY	55400			HORNET SPRAY BJ GEN REPAIRS & MAINT		08/18/2021	AP2212	62.12
315508 09/08/2021 PRD Invoice: 09082021	38.00	272 HANCOCK COUNTY REGISTRY OF DEEDS	09082021			LIEN DISCHARGE 713(1) 766(1) 2065(1) CR PRIOR CK DEED SVCS		09/08/2021	AP2212	38.00
315509 09/08/2021 PRD Invoice: 2021-MOUNT DESERT	1,016,978.20	274 HANCOCK COUNTY TREASURER	59202			2021 County Tax Bill Jan - Dec 2021 COUNTY TAX		08/17/2021	AP2212	1,016,978.20
315510 09/08/2021 PRD Invoice: 300163377	2,500.50	1064 HARCROS CHEMICALS INC	53213			50% Caustic, Bleach and Bisulfite Barrels-EM PH CONTROL DECHLORINATION CHLORINATION		08/10/2021	AP2212	2,500.50

CHECK 315505 TOTAL: 443.00

CHECK 315506 TOTAL: 1,161.69

CHECK 315507 TOTAL: 313.78

CHECK 315508 TOTAL: 38.00

CHECK 315509 TOTAL: 1,016,978.20

CHECK 315510 TOTAL: 2,500.50

INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
300163376	HARCROS CHEMICALS INC	08/10/2021	300163376	AP2212	1,340.00
	50% Caustic/PH Control SH WWT-EM PH CONTROL				
		CHECK	315510	TOTAL:	3,840.50
315511	ROBERT H HARRIS, TRUSTEE	08/04/2021	HASLAM 080421	AP2212	300.00
	Septic Tank Pumping Reimbursement. RWWSP Septic Pumping				
		CHECK	315511	TOTAL:	300.00
315512	LUCILLE HAYNES	08/25/2021	082521	AP2212	2,287.73
	OVERPAYMENT 025-069 HAYNES Accounts Payable-Refunds				
		CHECK	315512	TOTAL:	2,287.73
315513	JORDAN EQUIPMENT CO	08/16/2021	E02564	AP2212	2,148.00
	WACKER BJ GEN REPAIRS & MAINT				
		CHECK	315513	TOTAL:	2,148.00
315514	JORDAN EQUIPMENT CO	08/27/2021	P47798	AP2212	4,528.60
	JORDAN EQUIPMENT CO PLOW STEEL BJ REPAIRS & MAINT-TRUCK				
		CHECK	315514	TOTAL:	4,528.60
315515	SCOTT LAWLISS	08/27/2021	P47799	AP2212	219.59
	JORDAN EQUIPMENT CO HAND TOOLS BJ GEN REPAIRS & MAINT				
		CHECK	315515	TOTAL:	219.59
315514	SHEILA KIRBY	08/18/2021	ROYAL FLUSH	AP2212	350.00
	ROYAL FLUSH 081821 Septic Tank Pumping Reimbursement. RWWSP Septic Pumping				
		CHECK	315514	TOTAL:	350.00
315515	SCOTT LAWLISS	07/20/2021	ROYAL FLUSH	AP2212	350.00
	ROYAL FLUSH 072021 Septic Tank Pumping Reimbursement. RWWSP Septic Pumping				
		CHECK	315515	TOTAL:	350.00

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

INVOICE DTL DESC INV DATE PO WARRANT NET

315516	09/08/2021	PRTD	414 HAROLD MACQUINN INC	6236	08/12/2021	AP2212	1,310.00
	Invoice: 6236			53730	GRAVEL BJ		
					MISC-MATERIALS		
				6381	08/23/2021	AP2212	286.13
	Invoice: 6381		HAROLD MACQUINN INC	53730	CHRUSHED STONE BJ		
					MISC-MATERIALS		
					CHECK	315516 TOTAL:	1,596.13
315517	09/08/2021	PRTD	2785 KATHRYN A MAHAR	2022-001	08/31/2021	AP2212	330.00
	Invoice: 2022-001			57710	PS SRF funding reimbursement ts		
					Construction		
					CHECK	315517 TOTAL:	330.00
315518	09/08/2021	PRTD	953 THE MAHER CORPORATION	4048	08/11/2021	AP2212	177.34
	Invoice: 4048			55400	Roots 3" Repair Kit NEH Thickener Blower-EM		
					GEN REPAIRS & MAINT		
					CHECK	315518 TOTAL:	177.34
315519	09/08/2021	PRTD	413 M C M ELECTRIC INC	20981	08/26/2021	AP2212	78.00
	Invoice: 20981			57100	hoist repair		
					EQUIPMENT		
					CHECK	315519 TOTAL:	78.00
315520	09/08/2021	PRTD	1453 MAINE GOVERNMENT FINANCE OFFICERS	2021 membership	08/17/2021	AP2212	45.00
	Invoice: 2021 membership			54200	2021 membership Jake Wright thru 12.31.21		
					DUES & MEMBERSHIPS		
					CHECK	315520 TOTAL:	45.00
315521	09/08/2021	PRTD	426 MAINE MUNICIPAL ASSOCIATION	54224	08/24/2021	AP2212	447.00
	Invoice: 54224			56040	Ambulance/Medical malpractice insurance		
					FIREFIGHTER-BLNKT INS		
					CHECK	315521 TOTAL:	447.00
315522	09/08/2021	PRTD	986 MAINE MUNICIPAL BOND BANK	214657654	08/13/2021	AP2212	8,085.73
	Invoice: 214657654			58106	CWSRF Load 2016FR #2 payment due 10.1.21		
				58506	Prin-MMBB Bracy Cove 2016-1		
				58606	Int-MMBB Bracy Cove PS 2016-1		
					GOB Fees-MMBB Bracy Cv 2016-1		

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CASH ACCOUNT: 100  
CHECK NO CHK DATE

10100  
TYPE VENDOR NAME Ckg-BH General Fund 8066

INVOICE DTL DESC INV DATE PO WARRANT NET

7,089.00 700 22016 Bond-2016 CW SRF BC 2  
-7,089.00 700 37300 FB Debt Service

MAINE MUNICIPAL BOND BANK 214657693  
51,985.00 1880100 58107 Prin-MMBB Bracy Cove 2016-2  
4,485.78 1880100 58507 Int-MMBB Bracy Cove PS 2016-2  
2,823.54 1880100 58607 GOB Fees-MMBB Bracy Cv 2016-2  
51,985.00 700 22017 Bond-2016 CW SRF BC 1  
-51,985.00 700 37300 FB Debt Service

MAINE MUNICIPAL BOND BANK 214665770  
4,817.16 1880100 58505 CWSRF Loan 2013FR payment due 10.1.21  
240.86 1880100 58605 Int-MMBB Sewer NH 2014  
GOB Fees-MMBB Sewer NH 2014

MAINE MUNICIPAL BOND BANK 214682874  
353,333.33 1880100 58104 CWSRF Loan 2008FR payment due 10.1.21  
5,988.99 1880100 58504 Prin-MMBB Sewer SV 2008  
17,966.11 1880100 58604 Int-MMBB Sewer SV 2008  
353,333.33 700 22008 GOB Fees-MMBB Sewer SV 2008  
-353,333.33 700 37300 Bond-2008 WW SRF SV  
FB Debt Service

MAINE MUNICIPAL BOND BANK 214700396  
55,330.00 1880100 58102 CWSRF Loan 2003FFRS payment due 10.1.21  
5,852.00 1880100 58502 Prin-MMBB Sewer SH 2003  
7,904.82 1880100 58602 Int-MMBB Sewer SH 2003  
164,670.00 4050500 24203 GOB Fees-MMBB Sewer SH 2003  
220,000.00 700 22004 WW Bond Resv  
-220,000.00 700 37300 Bond-2004 WW SRF SH  
FB Debt Service

CHECK 315522 TOTAL: 683,483.32

315523 09/08/2021 PRTD 502 MOUNT DESERT SPRING WATER 99440 0721 204.35 1440330 53000  
Invoice: 99440 0721 Drinking water for office and trucks  
OFFICE SUPPLIES

MOUNT DESERT SPRING WATER 4929 0721 78.90 1220110 53000  
Invoice: 4929 0721 office water  
OFFICE SUPPLIES

MOUNT DESERT SPRING WATER 9498 0721 101.40 6010100 53000  
Invoice: 9498 0721 spring water  
OFFICE SUPPLIES

MOUNT DESERT SPRING WATER 6544 0721 37.40 1550100 55400  
Invoice: 6544 0721 SPRING WATER BJ  
GEN REPAIRS & MAINT



CASH ACCOUNT: 100  
CHECK NO CHK DATE TYPE VENDOR NAME Ckg-BH General Fund 8066  
INVOICE INVOICE DTL DESC INVOICE DATE PO WARRANT NET  
MOUNT DESERT SPRING WATER 26567 0721  
MOUNT DESERT SPRING WATER 9514 0721  
435 MAINE TOWN & CITY CLERKS ASSOCIAT 1000405955  
1356 MUNICIPAL REVIEW COMMITTEE 3750  
2160 COASTAL AUTO PARTS 430944  
COASTAL AUTO PARTS 424497  
COASTAL AUTO PARTS 424511  
COASTAL AUTO PARTS 428390  
COASTAL AUTO PARTS 428557  
COASTAL AUTO PARTS 421969  
COASTAL AUTO PARTS 424989

119.10 119.10 10.70 551.85 60.00 60.00 20,401.75 20,401.75 195.00 195.00 214.08 214.08 101.25 101.25 78.24 78.24 55.08 55.08 61.98 61.98 -81.00 -81.00

07/31/2021 AP2212  
July 2021 water deliver & cooler rental  
OFFICE SUPPLIES  
07/31/2021 AP2212  
Water for NEH Maint Shop-EM  
OTHER EQUIPMENT  
CHECK 315523 TOTAL:  
07/21/2021 AP2212  
MTCCA Licensing Zoom Webinar July 14 and 21  
TRAINING  
CHECK 315524 TOTAL:  
08/09/2021 AP2212  
PERC/bypass ts  
TIPPING FEE CROM  
CHECK 315525 TOTAL:  
08/25/2021 AP2212  
shop tap and die set al  
GEN REPAIRS & MAINT  
08/10/2021 AP2212  
SHOP HOSE ENDS AL  
GEN REPAIRS & MAINT  
08/10/2021 AP2212  
SHOP HYDRAULIC HOSE ENDS AL  
GEN REPAIRS & MAINT  
08/19/2021 AP2212  
BUS#4 ANTIFREEZE AL  
MDES - BUS 4  
08/19/2021 AP2212  
SHOP GLASS CLEANER AL  
GEN REPAIRS & MAINT  
08/05/2021 AP2212  
SHOP LATEX GLOVES AL  
GEN REPAIRS & MAINT  
08/11/2021 AP2212  
core deposit  
GEN REPAIRS & MAINT



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CASH ACCOUNT: 100  
CHECK NO CHK DATE

10100 Ckg-BH General Fund 8066  
TYPE VENDOR NAME

INVOICE INV DATE PO WARRANT NET

INVOICE DTL DESC

624.63

315526 TOTAL:

CHECK

315527 09/08/2021 PRD 522 NEIGHBORHOOD HOUSE 8903 8903 8903 08/11/2021 AP2212 666.78

Invoice: 8903

Pool Reimbursement  
POOL REPAIRS

315528 09/08/2021 PRD 547 OFFICE DEPOT 187617035001 53900 53900 08/06/2021 AP2212 18.36

Invoice: 187617035001

OFFICE DEPOT

522 NEIGHBORHOOD HOUSE

8900

08/04/2021 AP2212 525.40

Pool Reimbursement  
POOL REPAIRS

315529 09/08/2021 PRD 794 OLVER ASSOCIATES, INC 11166 11166 08/10/2021 AP2212 1,050.00

Invoice: 11166

OFFICE DEPOT

794 OLVER ASSOCIATES, INC

11166

08/10/2021 AP2212 1,900.00

PS bid ts  
Construction

315530 09/08/2021 PRD 1706 ONLINE MOORING, LLC P20431 54250 54250 07/31/2021 AP2212 54.00

Invoice: 11192

OFFICE DEPOT

1706 ONLINE MOORING, LLC

P20431

07/31/2021 AP2212 54.00

SV wwtp chem collect sump inspection ts  
TECHNICAL SVCS

315531 09/08/2021 PRD 2110 OTT COMMUNICATIONS 0821 55120 55120 08/09/2021 AP2212 690.89

Invoice: 0821

OFFICE DEPOT

2110 OTT COMMUNICATIONS

0821

08/09/2021 AP2212 690.89

Telephone Charges  
TELEPHONE-USAGE

50.36

315528 TOTAL:

CHECK

315529 09/08/2021 PRD 794 OLVER ASSOCIATES, INC 11166 11166 08/10/2021 AP2212 1,050.00

Invoice: 11166

OFFICE DEPOT

794 OLVER ASSOCIATES, INC

11166

08/10/2021 AP2212 1,900.00

PS bid ts  
Construction

315530 09/08/2021 PRD 1706 ONLINE MOORING, LLC P20431 54250 54250 07/31/2021 AP2212 54.00

Invoice: 11192

OFFICE DEPOT

1706 ONLINE MOORING, LLC

P20431

07/31/2021 AP2212 54.00

SV wwtp chem collect sump inspection ts  
TECHNICAL SVCS

315531 09/08/2021 PRD 2110 OTT COMMUNICATIONS 0821 55120 55120 08/09/2021 AP2212 690.89

Invoice: 0821

OFFICE DEPOT

2110 OTT COMMUNICATIONS

0821

08/09/2021 AP2212 690.89

Telephone Charges  
TELEPHONE-USAGE

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69051you A/P CASH DISBURSEMENTS JOURNAL

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

INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
CHECK 315531 TOTAL: 690.89				
FINC & LATE FEE ON JULY PYMNT POSTAGE	08/15/2021	AP2212		65.53
CHECK 315532 TOTAL: 65.53				
CTO Workshop - Allen TRAINING	08/09/2021	AP2212		429.00
CHECK 315533 TOTAL: 429.00				
TERRY'S TANK 08062108/06/2021 Septic Tank Pumping Reimbursement. RWSP Septic Pumping	08/06/2021	AP2212		330.00
CHECK 315534 TOTAL: 330.00				
RECURRING SERVICES BJ GEN REPAIRS & MAINT	08/01/2021	AP2212		93.00
Stat. 3 alarm monitoring FIRE ALARM MAINT-S3 SV	08/31/2021	AP2212		135.00
CHECK 315535 TOTAL: 228.00				
Circuit charges 08/2021 IT/TECH FEE	08/19/2021	AP2212		120.30
CHECK 315536 TOTAL: 120.30				
Dress Hat - Edgcomb UNIFORMS	08/17/2021	AP2212		79.99
CHECK 315537 TOTAL: 79.99				
Internet Joy Road Communications Tower CABLE/INTERNET-POLICE DEPT	08/22/2021	AP2212		30.00

INVOICE  
INVOICE DTL DESC

INV DATE PO  
WARRANT

NET

INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
315539	09/08/2021 PRTRD 2512 TIME WARNER CABLE Invoice: 715785601082221	08/22/2021	715785601082221	AP2212	30.00
	Internet Otter Creek Communications Tower CABLE/INTERNET-POLICE DEPT				70.00
315540	09/08/2021 PRTRD 1770 TIME WARNER CABLE Invoice: 697517601082021	08/21/2021	697517601082021	AP2212	30.00
	Internet Town Office CABLE/INTERNET-TOWN OFFICE				1,909.53
315541	09/08/2021 PRTRD 1465 U S BANK EQUIPMENT FINANCE INC Invoice: 450335211	08/06/2021	450335211	AP2212	380.00
	Copier and Printer Rental COPIER LEASE				380.00
315542	09/08/2021 PRTRD 737 UNIFIRST CORP Invoice: 0272853735	08/05/2021	0272853735	AP2212	176.59
	HWY/MSW/P&C Uniforms-EM UNIFORMS UNIFORMS UNIFORMS				176.59
	UNIFIRST CORP Invoice: 0272853736	08/05/2021	0272853736	AP2212	100.99
	WW Uniforms-EM UNIFORMS				100.99
	UNIFIRST CORP Invoice: 0272855227	08/12/2021	0272855227	AP2212	176.59
	HWY/MSW/P&C Uniforms-EM UNIFORMS UNIFORMS UNIFORMS				176.59
	UNIFIRST CORP Invoice: 0272855228	08/12/2021	0272855228	AP2212	100.99
	WW Uniforms-EM UNIFORMS				100.99
	UNIFIRST CORP Invoice: 0272856701	08/19/2021	0272856701	AP2212	176.59
	HWY/MSW/P&C Uniforms-EM UNIFORMS UNIFORMS UNIFORMS				176.59
	UNIFIRST CORP Invoice: 0272856702	08/19/2021	0272856702	AP2212	106.99
	WW Uniforms-EM UNIFORMS				106.99

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 A/P CASH DISBURSEMENTS JOURNAL  
 CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE INVOICE DTL DESC INV DATE PO WARRANT NET

INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
Invoice: 0272856702	WW Uniforms-EM UNIFORMS				
	106.99 1550552 53800				
Invoice: 0272858170	UNIFIRST CORP	08/26/2021	AP2212		100.99
	0272858170	WW Uniforms-EM UNIFORMS			
	100.99 1550552 53800				
Invoice: 0272858169	UNIFIRST CORP	08/26/2021	AP2212		176.59
	0272858169	HWY/MSW/P&C Uniforms-EM UNIFORMS			
	35.00 1551500 53800				
	20.00 1552500 53800				
	121.59 1550100 53800				
315543 09/08/2021 PRTD	742 USA BLUEBOOK	08/09/2021	AP2212		268.14
Invoice: 689829		Hach GGA, Hach BOD Buffer, Pall MFC Broth-EM LAB EQUIP			
	268.14 1550552 53820				
Invoice: 692910	USA BLUEBOOK	08/11/2021	AP2212		1,684.27
	692910	UV Lamps 22094 Trojan Equivalent SV WWTP-EM GEN REPAIRS & MAINT			
	1,684.27 1550667 55400				
	CHECK 315542 TOTAL:				1,116.32
315544 09/08/2021 PRTD	1842 VERSANT POWER	07/31/2021	AP2212		30.92
Invoice: 10057332-2 073121		102 KWH seal harbor power ELECTRICITY			
	10057332-2 073121				
	30.92 6010200 55010				
Invoice: 10558315-3 080421	VERSANT POWER	08/04/2021	AP2212		3,591.36
	10558315-3 080421	22560 kwh marina power ELECTRICITY			
	3,591.36 6010100 55010				
Invoice: 10003320-2 080421	VERSANT POWER	08/04/2021	AP2212		1,079.45
	10003320-2 080421	7320 kwh marina power ELECTRICITY			
	1,079.45 6010100 55010				
Invoice: 10057323-3 080421	VERSANT POWER	08/04/2021	AP2212		224.72
	10057323-3 080421	Yachtsmen power ELECTRICITY			
	224.72 6010100 55010				
Invoice: 10558316-5 080421	VERSANT POWER	08/04/2021	AP2212		1,434.27
	10558316-5 080421	marina power ELECTRICITY			
	1,434.27 6010100 55010				
Invoice: 10545196-3 080421	VERSANT POWER	07/05/2021	AP2212		182.61
	10545196-3 080421	1107 kwh 40 HARBOR DRIVE BJ ELECTRICITY-EVSE CHG STA			
	182.61 1553000 55010				
	CHECK 315543 TOTAL:				1,952.41
Invoice: 10057328-4 080921	VERSANT POWER	07/10/2021	AP2212		448.09

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

INVOICE	INV DATE	PO	WARRANT	NET
INVOICE DTL DESC				
448.09 1440600 55011	339	kw LED STREET LIGHTS BJ STREET LIGHTS-LED		
Invoice: 10057341-1 080621	08/06/2021	1485 kw Joy Road Pool Electricity ELECTRICITY	AP2212	239.66
Invoice: 10057335-9 080321	08/03/2021	226 KWH SH Library PS Electric-EM ELECTRICITY	AP2212	49.75
Invoice: 10057339-7 080321	08/03/2021	3400 KWH Otter Creek PS Electric-EM ELECTRICITY	AP2212	838.73
Invoice: 10057342-3 080321	08/03/2021	22360 KWH SH WWTP Electric-EM ELECTRICITY	AP2212	2,336.40
Invoice: 10057329-6 080521	08/05/2021	2092 KWH GILPAT Cove PS Electric-EM ELECTRICITY	AP2212	331.27
Invoice: 10057343-5 080421	08/04/2021	167 KWH Gary Moore PS Electric-EM ELECTRICITY	AP2212	40.74
Invoice: 10003319-0 080521	08/05/2021	32040 KWH NEH WWTP Electric-EM ELECTRICITY	AP2212	3,336.02
Invoice: 10057334-6 080421	08/04/2021	3288 KWH Sea Street PS Electric-EM ELECTRICITY	AP2212	829.60
Invoice: 10057337-3 080421	08/04/2021	1187 KWH Bracy Cove PS Electric-EM ELECTRICITY	AP2212	194.69
Invoice: 10057322-1 080821	08/08/2021	66 KWH SGT Drive PS Electric-EM ELECTRICITY	AP2212	25.50
Invoice: 10057348-6 082321	08/31/2021	709 kw Stat. 3 monthly electricity bill ELECTRICITY-S3 SV	AP2212	138.91
Invoice: 10003318-8 081421	08/14/2021	215 KWH SH Hill PS Electric-EM ELECTRICITY	AP2212	48.13
Invoice: 10057349-8 081721	08/17/2021		AP2212	62.66

09/03/2021 08:23 Town of Mount Desert A/P CASH DISBURSEMENTS JOURNAL Invoice: 10057349-8 081721

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066 Invoice: 10057347-4 081721

CHECK NO CHK DATE TYPE VENDOR NAME INVOICE INV DATE PO WARRANT NET

INVOICE DTL DESC

Invoice: 10057349-8 081721	62.66	1550667	55010	311 KWH Babson Creek PS Electric-EM ELECTRICITY			
Invoice: 10057347-4 081721	136.18	1550667	55010	VERSANT POWER 796 KWH SV Library PS Electric-EM ELECTRICITY	08/17/2021	AP2212	136.18
Invoice: 10057346-2 081621	142.92	1550667	55010	VERSANT POWER 841 KWH SV Fence PS Electric-EM ELECTRICITY	08/16/2021	AP2212	142.92
Invoice: 10057344-7 081721	1,554.76	1550667	55010	VERSANT POWER 15040 KWH SV WWTP Electric-EM ELECTRICITY	08/17/2021	AP2212	1,554.76

CHECK 315544 TOTAL: 17,297.34

315545 09/08/2021 PRTD	70.00	1220800	54532	SE 125 ADMIN-SE125	08/16/2021	AP2212	70.00
Invoice: INV2983877							

CHECK 315545 TOTAL: 70.00

315546 09/08/2021 PRTD	111.95	1552500	55400	2570 WILLIAMS IRRIGATION SYSTEMS	08/03/2021	AP2212	111.95
Invoice: 13032				REPLACED SPRINKLER HD YB BJ GEN REPAIRS & MAINT			

CHECK 315546 TOTAL: 111.95

315547 09/08/2021 PRTD	99.68	1440330	57100	906 WITMER ASSOCIATES INC	08/07/2021	AP2212	99.68
Invoice: 2150958				Helmet shield EQUIPMENT			

CHECK 315547 TOTAL: 99.68

NUMBER OF CHECKS 69 \*\*\* CASH ACCOUNT TOTAL \*\*\* 1,885,863.28

COUNT	AMOUNT
TOTAL PRINTED CHECKS 53	1,783,595.74
TOTAL EFT'S 16	102,267.54

\*\*\* GRAND TOTAL \*\*\* 1,885,863.28

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CLERK: 6905lyou

JOURNAL ENTRIES TO BE CREATED

YEAR PER	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022	3	27									
APP	100-20000	09/08/2021	AP2212	LLY			Accounts Payable			1,676,375.20	
APP	100-10100	09/08/2021	AP2212	LLY			AP CASH DISBURSEMENTS JOURNAL Ckg-BH General Fund 8066				1,885,863.28
APP	200-20000	09/08/2021	AP2212	LLY			AP CASH DISBURSEMENTS JOURNAL Accounts Payable			171.23	
APP	600-20000	09/08/2021	AP2212	LLY			AP CASH DISBURSEMENTS JOURNAL Accounts Payable			12,395.35	
APP	300-20000	09/08/2021	AP2212	LLY			AP CASH DISBURSEMENTS JOURNAL Accounts Payable			32,251.50	
APP	400-20000	09/08/2021	AP2212	LLY			AP CASH DISBURSEMENTS JOURNAL Accounts Payable			164,670.00	
							GENERAL LEDGER TOTAL			1,885,863.28	1,885,863.28
APP	100-35020	09/08/2021	AP2212	LLY			DTF-SPEC REV			171.23	
APP	200-35010	09/08/2021	AP2212	LLY			DT Gen fund				171.23
APP	100-35060	09/08/2021	AP2212	LLY			DT-MARINA			12,395.35	
APP	600-35010	09/08/2021	AP2212	LLY			DT Gen fund				12,395.35
APP	100-35030	09/08/2021	AP2212	LLY			DTF-CAP IMP			32,251.50	
APP	300-35010	09/08/2021	AP2212	LLY			DT Gen fund				32,251.50
APP	100-35040	09/08/2021	AP2212	LLY			DT-TRUST			164,670.00	
APP	400-35010	09/08/2021	AP2212	LLY			DT Gen fund				164,670.00
							SYSTEM GENERATED ENTRIES TOTAL			209,488.08	209,488.08
							JOURNAL 2022/03/27			2,095,351.36	2,095,351.36
							TOTAL				

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100 General Fund	2022 3	27	09/08/2021	Ckg-BH General Fund 8066		
100-10100				Accounts Payable	1,676,375.20	1,885,863.28
100-20000				DTF-SPEC REV	171.23	
100-35020				DTF-CAP IMP	32,251.50	
100-35030				DT-TRUST	164,670.00	
100-35040				DT-MARINA	12,395.35	
100-35060				FUND TOTAL	1,885,863.28	1,885,863.28
200 Special Revenue	2022 3	27	09/08/2021	Accounts Payable	171.23	171.23
200-20000				DT Gen fund		
200-35010				FUND TOTAL	171.23	171.23
300 Capital Projects	2022 3	27	09/08/2021	Accounts Payable	32,251.50	32,251.50
300-20000				DT Gen fund		
300-35010				FUND TOTAL	32,251.50	32,251.50
400 Investment Trusts-Reserves	2022 3	27	09/08/2021	Accounts Payable	164,670.00	164,670.00
400-20000				DT Gen fund		
400-35010				FUND TOTAL	164,670.00	164,670.00
600 Marina	2022 3	27	09/08/2021	Accounts Payable	12,395.35	12,395.35
600-20000				DT Gen fund		
600-35010				FUND TOTAL	12,395.35	12,395.35





09/03/2021 08:23  
6905lyou

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

P 22  
apcshdsb

FUND	DUE TO	DUE FROM
100 General Fund	209,488.08	
200 Special Revenue		171.23
300 Capital Projects		32,251.50
400 Investment Trusts-Reserves		164,670.00
600 Marina		12,395.35
TOTAL	209,488.08	209,488.08

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

TOWN OF MOUNT DESERT  
PAYROLL WARRANT

WARRANT PR# 2204

CHECK DATE: August 20, 2021

ADVICE NUMBERS: 12820 through 12874

CHECK NUMBERS: 65246 through 65267

TOTAL DISBURSEMENTS: \$ 130,780.83

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

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

**WARRANT AP# 2209**

CHECK DATE: August 18, 2021

CHECK NUMBER:	<u>315482</u>	through	<u>315482</u>	\$	<u>2,488.61</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Electronic payments
EFT NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 2,488.61

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

Selectmen:

<u>John B Macauley, Chairman</u>	<u>Martha T Dudman</u>
<u>Matthew J Hart, Vice Chairman</u>	<u>Geoffrey V Wood</u>

## Lisa Young

---

**From:** Geoffrey Wood  
**Sent:** Wednesday, August 18, 2021 3:55 PM  
**To:** Lisa Young  
**Subject:** Re: Warrant AP#2209 & PR#2204 Approval Request

Hello Lisa,

I approve the attached warrants, #2209 and #2204.

Best,

Geoff

Get [Outlook for iOS](#)

---

**From:** Lisa Young <financeclerk@mtdesert.org>  
**Sent:** Wednesday, August 18, 2021 9:45:33 AM  
**To:** Geoffrey Wood <gwood@mtdesert.org>; jbmacauley3@gmail.com <jbmacauley3@gmail.com>; Martha Dudman <martha.dudman@gmail.com>; Matt Hart <matt@theneighborhoodhouse.com>  
**Cc:** Jake Wright <financedirector@mtdesert.org>  
**Subject:** Warrant AP#2209 & PR#2204 Approval Request

Good Morning!

Attached are the following warrants for approval:

Accounts Payable	#2209	total of	\$2,488.61
Payroll	#2204	total of	\$130,780.83

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

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

Thank you!

*Lisa Young*



Lisa Young,  
Finance Clerk, Tax Collector  
Town of Mount Desert

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

**WARRANT AP# 2210**

CHECK DATE: August 25, 2021

CHECK NUMBER:	<u>315483</u>	through	<u>315484</u>	\$ <u>5,247.69</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	Electronic payments
EFT NUMBER:	<u>2017</u>	through	<u>2018</u>	\$ <u>176,548.21</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 181,795.90

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

## Lisa Young

---

**From:** John Macauley <jbmacauley3@gmail.com>  
**Sent:** Thursday, August 26, 2021 9:04 AM  
**To:** Jake Wright  
**Cc:** Geoffrey Wood; Lisa Young; martha.dudman@gmail.com;  
matt@theneighborhoodhouse.com  
**Subject:** Re: FW: SECOND REQUEST :Warrant AP#2210 State Fees/Payroll Benefits/Bank Bonds

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

I approve

On Thu, Aug 26, 2021 at 8:36 AM Jake Wright <[financedirector@mtdesert.org](mailto:financedirector@mtdesert.org)> wrote:

Good morning everyone,

I hope you are all doing well!

We're still showing this request for authorization as outstanding. Please approve at your earliest convenience.

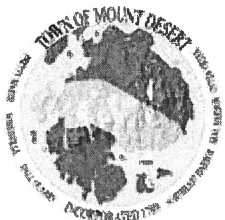
Let me know if there are any questions or concerns.

Thank you,

Jake Wright

Finance Director

Mount Desert, Maine



**From:** Lisa Young <[financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org)>  
**Sent:** Wednesday, August 25, 2021 2:14 PM  
**To:** Geoffrey Wood <[gwood@mtdesert.org](mailto:gwood@mtdesert.org)>; jbmacauley3@gmail.com; Martha Dudman <[martha.dudman@gmail.com](mailto:martha.dudman@gmail.com)>; Matt Hart <[matt@theneighborhoodhouse.com](mailto:matt@theneighborhoodhouse.com)>  
**Cc:** Jake Wright <[financedirector@mtdesert.org](mailto:financedirector@mtdesert.org)>  
**Subject:** SECOND REQUEST :Warrant AP#2210 State Fees/Payroll Benefits/Bank Bonds

Good Afternoon!

Attached is Accounts Payable Warrant #2210 (for Payroll and/or State Fees/Bank Bonds) in the amount of \$181,795.90 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

TOWN OF MOUNT DESERT  
PAYROLL WARRANT

WARRANT PR# 2205

CHECK DATE: September 3, 2021

ADVICE NUMBERS: 12875 through 12925

CHECK NUMBERS: 65268 through 65282

TOTAL DISBURSEMENTS: \$ 122,608.46

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

Selectmen:

John B Maccauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood



TOWN OF MOUNT DESERT  
PAYROLL WARRANT

WARRANT PR# 2206

CHECK DATE: September 3, 2021

ADVICE NUMBERS: 12926 through 12926

CHECK NUMBERS: 65283 through 65285

TOTAL DISBURSEMENTS: \$ 500.10

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

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

**WARRANT AP# 2211**

CHECK DATE: September 1, 2021

CHECK NUMBER:	<u>315485</u>	through	<u>315485</u>	\$ <u>8,605.88</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ -	Electronic payments
EFT NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ -	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ -	Voided Checks

TOTAL DISBURSEMENTS: \$ 8,605.88

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

**Lisa Young**

---

**From:** John Macauley <jbmacauley3@gmail.com>  
**Sent:** Wednesday, September 1, 2021 11:44 AM  
**To:** Lisa Young  
**Subject:** Re: Warrant AP#2211 & PR#2205 & PR2206 Approval Request

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

I approve

On Wed, Sep 1, 2021 at 11:41 AM Lisa Young <[financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org)> wrote:

Good Morning!

Attached are the following warrants for approval:

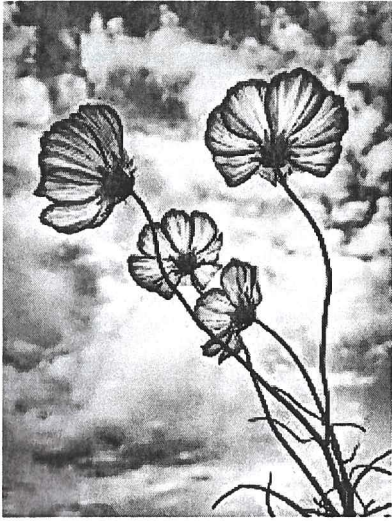
Accounts Payable	#2211	total of	\$8,605.88
Payroll	#2205	total of	\$122,608.46
Payroll	#2206	total of	\$500.10

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

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

Thank you!

*Lisa Young*



Lisa Young,

Finance Clerk, Tax Collector

Town of Mount Desert

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

--  
John B Macauley, Ph.D. P.O. Box 172 Seal Harbor, Maine 04675

# Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Report # 15542

Check Batch: 10505  
 Check Header: (N/A)  
 Check Numbers: (First) - (Last)  
 Check Dates: (Earliest) - (Latest)  
 Cash Account Numbers: (First) - (Last)  
 Bank Account Code: (N/A)  
 Check Authorization Code: AP  
 Minimum Check Amount: \$0.00


Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
10505	19932	09/01/2021	1160	AMAZON	0.00	309.57
	19933	09/01/2021	1975	CARDMEMBER SERVICE	0.00	890.70
	19934	09/01/2021	2300	CLEAN-O-RAMA	0.00	2,012.73
	19935	09/01/2021	3525	DRUMMOND, WOODSUM <i>Lights</i>	0.00	67.00
	19936	09/01/2021	4180	F.T. BROWN CO.	0.00	161.61
	19937	09/01/2021	4570	GREENWAY EQUIPMENT SALES <i>Mower Repairs</i>	0.00	111.84
	19938	09/01/2021	4585	GROUP DYNAMIC, INC.	0.00	105.00
	19939	09/01/2021	4110	HAMMOND LUMBER CO/EBS	0.00	397.84
	19940	09/01/2021	5825	MAIN STREET VARIETY	0.00	32.00
	19941	09/01/2021	5910	MAINE PAPER & JANITORIAL PRODUCTS <i>Cleaning Supplies</i>	0.00	1,485.61
	19942	09/01/2021	6180	MDES - GENERAL FUND/STUDENT ACTIVITY	0.00	55.00
	19943	09/01/2021	6205	MDI REGIONAL SCHOOL DISTRICT <i>Other Reimb-Sept</i>	0.00	8,126.75
	19944	09/01/2021	6370	MORRIS FIRE PROTECTION, INC. <i>Inspection</i>	0.00	236.00
	19945	09/01/2021	6390	MOUNT DESERT ISLAND HOSPITAL	0.00	50.00
	19946	09/01/2021	6530	NATIONAL ELEVATOR INSPECTION SERVICES, I	0.00	280.50
	19947	09/01/2021	6910	OPPEWALL, ELIZABETH <i>Phy Therapy</i>	0.00	541.25
	19948	09/01/2021	6938	OTELCO <i>Phone</i>	0.00	293.06
	19949	09/01/2021	7180	PINE STATE ELEVATOR CO. <i>Service Contract</i>	0.00	381.13
	19950	09/01/2021	7218	PIONEER VALLEY BOOKS <i>Class Supplies</i>	0.00	216.15
	19951	09/01/2021	7463	QUILL CORP. <i>Class Supplies</i>	0.00	1,399.42
	19952	09/01/2021	7885	SARGENT, LEON	0.00	50.00
	19953	09/01/2021	7940	SCHOLASTIC, INC. <i>Class Supplies</i>	0.00	91.61
	19954	09/01/2021	8010	SCHOOL SPECIALTY, LLC <i>Class Supplies</i>	0.00	418.46
	19955	09/01/2021	8172	SHARPE, KAREN <i>Reimb Supplies</i>	0.00	307.10
	19956	09/01/2021	8661	TEACHER CREATED RESOURCES, INC.	0.00	74.85
	19957	09/01/2021	8835	TREASURER, STATE OF MAINE-HEALTH INSPECT <i>Cafe</i>	0.00	100.00
	19958	09/01/2021	4152	VERSANT POWER	0.00	1,166.95

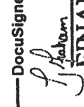
# Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Report # 15542

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
					0.00	\$19,362.13
<b>Totals:</b>						\$19,362.13

WARRANT # 3  
 DATE: 9/1/21  
  
 SUPERINTENDENT E.D. September 2021

FINANCE OFFICER \_\_\_\_\_  
 DocuSigned by:  
James Whithead  
 FINANCE OFFICER  
 DocuSigned by:  
Dr. Susan Macready  
 FINANCE OFFICER

FINANCE OFFICER \_\_\_\_\_  
 DocuSigned by:  
  
 FINANCE OFFICER  
 FINANCE OFFICER \_\_\_\_\_

27 Checks Listed.

# Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 15536

Include Authorization Codes: Yes  
Batch: 10504  
Check Dates: (Earliest) - (Latest)  
Cash Account Number:  
Minimum Check Amount: \$0.00  
Sorted By: Check Number

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
	09/03/2021	STAT	TREASURER, STATE OF MAIN		2,694.00	2,694.00	0.00	0.00	
	09/03/2021	IRS	INTERNAL REVENUE SERVIC		8,582.03	8,582.03	0.00	0.00	
47454	09/03/2021	501	MICHAEL J. TINKER	1	797.20	588.80	0.00	588.80	
47455	09/03/2021	311	LAURA-JEAN BEAL	1	2,440.38	1,986.16	1,986.16	0.00	
47456	09/03/2021	11	KELLY S. BEAULIEU	1	2,487.95	1,680.64	1,680.64	0.00	
47457	09/03/2021	463	RENE L. BECKER	1	1,654.40	1,230.21	1,230.21	0.00	
47458	09/03/2021	266	JULIANNA R. BENNOCH	1	2,632.69	1,972.65	1,972.65	0.00	
47459	09/03/2021	491	SANDRA G. BOYCE	1	905.28	761.96	761.96	0.00	
47460	09/03/2021	314	ANDREW J. CARLSON	1	1,719.23	1,256.30	1,256.30	0.00	
47461	09/03/2021	337	AMBER G. CHARRON	1	2,093.57	1,443.93	1,443.93	0.00	
47462	09/03/2021	91	JUDITH CULLEN	1	2,065.38	1,516.99	1,516.99	0.00	
47463	09/03/2021	499	BOBBIE JO DAY	1	1,514.40	1,035.15	1,035.15	0.00	
47464	09/03/2021	308	Gloria A. Delsandro	1	3,961.65	2,843.45	2,843.45	0.00	
47465	09/03/2021	43	SARAH R. DUNBAR	1	2,094.23	1,578.08	1,578.08	0.00	
47466	09/03/2021	52	WANDA J. FERNALD	1	2,488.46	1,639.70	1,639.70	0.00	
47467	09/03/2021	63	HEATHER M. GRAVES	1	2,411.53	1,575.26	1,575.26	0.00	
47468	09/03/2021	65	GAYLE M. GRAY	1	2,526.92	1,806.80	1,806.80	0.00	
47469	09/03/2021	331	RUSSELL W. GRAY	1	200.94	185.57	185.57	0.00	
47470	09/03/2021	92	ABIGAIL A. HARMON	1	107.15	97.40	97.40	0.00	
47471	09/03/2021	595	WILLIAM HERRMANN	1	72.72	67.16	67.16	0.00	
47472	09/03/2021	485	TASHA L. HIGGINS	1	476.28	406.26	406.26	0.00	
47473	09/03/2021	477	ANGELIQUE E. HODGDON	1	1,457.95	982.36	982.36	0.00	
47474	09/03/2021	244	KRISTIN D. HOLLEY	1	132.80	120.71	120.71	0.00	
47475	09/03/2021	313	ANDREA W. HOWELL	1	2,190.38	1,742.94	1,742.94	0.00	
47476	09/03/2021	293	Amy L. James	1	2,632.69	1,803.15	1,803.15	0.00	
47477	09/03/2021	90	REBECCA A. JARVIS	1	2,325.00	1,597.19	1,597.19	0.00	
47478	09/03/2021	291	PATRICIA A. KELLEY	1	381.31	326.59	326.59	0.00	
47479	09/03/2021	292	TARA MCKERNAN	1	2,538.11	1,842.40	1,842.40	0.00	
47480	09/03/2021	490	ANNA D. MONTE	1	102.74	93.39	93.39	0.00	
47481	09/03/2021	461	JANET NORDELUS	1	1,830.34	1,261.00	1,261.00	0.00	
47482	09/03/2021	237	JUSTIN B. NORWOOD	1	2,219.23	1,759.35	1,759.35	0.00	
47483	09/03/2021	238	WENDELL L. OPPEWALL	1	1,286.46	731.58	731.58	0.00	
47484	09/03/2021	240	JEANNE C. OTT	1	2,680.76	1,892.75	1,892.75	0.00	
47485	09/03/2021	275	JOELLE A. RUDDY	1	2,526.92	2,021.40	2,021.40	0.00	
47486	09/03/2021	74	LEON E. SARGENT	1	2,094.40	1,407.05	1,407.05	0.00	
47487	09/03/2021	493	EDITH SCHRIEVER	1	281.84	256.19	256.19	0.00	
47488	09/03/2021	375	KATHLEEN C. ST DENIS	1	2,767.30	1,747.18	1,747.18	0.00	
47489	09/03/2021	404	KERRY L. TAYLOR	1	2,557.69	1,897.53	1,897.53	0.00	
47490	09/03/2021	476	BRUCE L. TRIPP	1	510.75	439.52	439.52	0.00	
47491	09/03/2021	459	SHANNON L. WESTPHAL	1	1,988.46	1,551.28	1,551.28	0.00	
47492	09/03/2021	448	JACQUELINE A. WHEATON	1	2,450.00	1,742.23	1,742.23	0.00	
47493	09/03/2021	307	LAUREN M. WHITE	1	206.64	183.94	183.94	0.00	
					<b>79,088.16</b>	<b>60,348.23</b>	<b>48,483.40</b>	<b>588.80</b>	

# Mount Desert School Department PAYROLL WARRANT REGISTER

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
---------	------------	------	------	---------	-----------	---------	----------------	-----------	------

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	1	588.80
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	39	48,483.40
	ACH Employee Credits	39	48,483.40
	ACH Employee Debits (Voids)	0	0.00
Deduction	Checks	0	0.00
	Voided Checks	0	0.00
	ACH Vendor Credits	0	0.00
	ACH VendorDebits (Voids)	0	0.00
	ACH Online Payments	0	0.00
Taxes	EFTPS Payment - Debit	2	11,276.03

WARRANT # \_\_\_\_\_

DATE: **PAID SEP 03 2021**

*Mark Edward Gagne, Ed.D.*

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
FINANCE OFFICER

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