



Town of Mount Desert
Selectboard
Agenda

Regular Meeting
Monday, March 18, 2024

Location: Meeting Room, Town Hall, Northeast Harbor; Meetings will continue to be offered via Zoom see final page for connection details. Per Maine CDC, COVID transmission rate is LOW; masks are not required.

- I. **Call to order at 6:30 p.m.**
Public please hold comments until the Selectboard Chairman opens the agenda items for public comment. When addressing the Board, state your FULL NAME (both in person and on Zoom). It is suggested that you enter your full name as your ID on Zoom.
- II. **Public Hearing(s)**
 - A. *March 18, 2024 Town Meeting Proposed Warrant Articles for the Appropriation of Funds*
 - B. **Continued from 3/11/2024:** *Town Meeting Proposed Warrant Articles for Ordinance Amendments, and Ordinances (Note: LUZO ordinance articles had public hearings on 2/14/2024 and 02/28/2024)*
- III. **Post Public Hearing**
 - A. *Action if necessary*
- IV. **Minutes**
 - A. *Approval of minutes from February 26, 2024 meeting*
 - B. *Approval of minutes from March 4, 2024 meeting*
- 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. *Department Reports: Highway, Buildings & Grounds, Solid Waste*
- VII. **Selectboard's Reports**
- VIII. **Unfinished Business**
 - A. *Amendment of Public Space Special Event Permit 15-2023 – Garden Club of Mount Desert – Tracy Combs; Seal Harbor Village Green; Saturday, July 27, 2024 10am – 4:00 pm*
 - B. *Withdrawal of the public space permit 16-2023 for the Sustainability Committee Sports Equipment Swap scheduled June 1, 2024 on the Northeast Harbor Village Green (date change and location change to Northeast Harbor Library)*

- C. *Withdrawal of the public space permit 17-2023 for the Sustainability Committee Tool Swap scheduled April 20, 2024 on the Northeast Harbor Village Green (date change and location change to Northeast Harbor Library)*
- D. *Review and approve the rejection of bids for construction of sidewalks in Somesville*

IX. New Business

- A. *Request to Authorize a Public Space Special Event Application to the Neighborhood House for Annual Memorial Day Community BBQ scheduled May 27, 2024 – Northeast Harbor Marina Green*
- B. *Review and approve the acceptance of a bid from C+C Lynch Excavation, LLC for sidewalk improvements in Seal Harbor in the amount of \$491,647.00 contingent upon approval of funding at the 2024 Annual Town Meeting*
- C. *Review, Final Votes, and Sign Warrant for May 6 and 7, 2024 Annual Town Meeting*
Vote:
 - a. *Article 22*
 - b. *Article 28*
 - c. *Article 29*
 - d. *Article 30*
 - e. *Article 31*
 - f. *Article 32*
 - g. *Article 44 (amended, revote)*
 - h. *Article 59*

X. Other Business *(Addendum items may be considered at the Selectboard’s discretion via majority vote to do so under Other Business or out of order.)*

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

XI. Treasurer’s Warrants

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

Town Invoices	AP#2457	3/19/2024	\$597,429.94
Total			\$597,429.94

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

State Fees & PR Benefits	AP#2455	3/6/2024	\$110,062.88
	AP#2456	3/13/2024	\$5,709.50
Town Payroll	PR#2422	03/15/2024	\$163,501.31
Total			\$279,273.69

- C. *Acknowledge Treasurer’s Town Voided Disbursements & School Board AP/Payroll Warrants as shown below:*

School Invoices	AP#9	3/6/2024	\$94,355.02
	AP#10	3/12/2024	\$75,383.50
School Payroll	PR#19	03/15/2024	\$105,509.42

Selectboard Meeting Agenda March 18, 2024

Voided Disbursements			\$0
Total			\$275,247.94

Grand Total			\$1,151,951.57
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XII. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., Monday, April 1, 2024 in the Meeting Room, Town Hall, Northeast Harbor

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

Join Zoom Meeting

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

+1 408 638 0968 US (San Jose)

+1 646 876 9923 US (New York)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

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

PUBLIC HEARINGS

MOUNT DESERT ISLAND

PUBLIC NOTICES Worth Noticing



requests for

and meeting on posted.

OFFICE

APPLICATIONS

Monday, March 4, 2024 to consider the follow-

Class 3a, three or more by Alex Maffucci.

quest for Class 3a, three submitted by Alex Maf-

and the controlling town Clerk > Special Amuse-

PUBLIC NOTICE

HARBOR HIGHWAY DIVISION STING ANNOUNCEMENT

Highway Division is announcing that certain vehicle weight limits to prevent damage during weight limit for non-exempt registered vehicles is 23,000 pounds: Effective Friday, March 1, and will remain posted until further notice. Website at www.barharbormaine.gov for the list. If you have any questions, please feel free to call the office at 288-4681. Thank you in advance for your

TOWN OF MOUNT DESERT PUBLIC NOTICE

Town Office Closed for Presidential Primary Elections March 5, 2024

The Mount Desert Town Office will be closed Tuesday, March 5, 2024 for the Presidential Primary Election. Much of the administrative business can be done online (registrations, vital records requests, tax payments, tax bills, real estate property cards, etc.). The Registrar will be available 8am - 8pm at the polls.

The Assessor, Code Enforcement Officer, or Town Manager will be available by appointment only. Call 276-5531 to set up an appointment.

The office will re-open for regular business on Wednesday, March 6th.

Town of Mount Desert

PUBLIC HEARINGS LEGAL NOTICE March 11, 2024 (Ordinance and Ordinance Amendments) March 18, 2024 (Appropriation of Funds)

Notice is hereby given that the Town of Mount Desert Board of Selectmen will hold a public hearing at a special meeting beginning 6:30 p.m., Monday, March 11, 2024 in the Meeting Room, Town Hall, 21 Sea Street, Northeast Harbor, and via Zoom Meeting to hear public comment on proposed Warrant Articles regarding ordinances, and ordinance amendments for the May 6 & 7, 2024 Annual Town Meeting. Members of the public are invited to attend and make comment.

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., Monday, March 18, 2024 in the Meeting Room, Town Hall, 21 Sea Street, Northeast Harbor, and via Zoom Meeting to hear public comment on proposed Warrant Articles regarding appropriation of funds for the May 6 & 7, 2024 Annual Town Meeting. Members of the public are invited to attend and make comment.

The Town of Mount Desert is inviting you to a scheduled Zoom meeting if you would rather not attend in person. 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. Details will be posted on the Selectboard agenda and on the Town's website calendar. <https://www.mtidesert.org/>

PUBLIC NOTICE TOWN OF SOUTHWEST HARBOR ROAD POSTING

As of MARCH 1, 2024, the following roads are posted for no heavy traffic until APRIL 30, 2024:

- Freeman Ridge, East Ridge Rd., Salem Towne Woods Rd., Fernald Pt. Rd., Herrick Rd., High Rd., Dirigo Rd., Ocean House Ln., Robinson Ln., Forest Ave., Wesley Ave., Wood St., Alder Ln. to the Town dock, part of Shore Rd., Hinekey to Kings Ln.

TOWN OF MOUNT DESERT

PLANNING BOARD MEETING

Date: March 13, 2024 Time: 6:00PM

IN-PERSON LOCATION: Town Hall Meeting Room, 21 Sea Street, Northeast Harbor (MASKS MAY BE REQUIRED)

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

III. Court Remand judgement of January 9, 2024, for Harold MacQuinn Inc. & Freshwater Stone Brickwork, Inc., Tax Map 007 lot 075.

The Town of Mount Desert is inviting you to a scheduled Zoom meeting. To use the "live" link to the meeting, go to www.mtidesert.org, and search Planning Board under Boards and Committees. 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/82850431734?pwd=aZVhK040STZcSStSHpnaEtrVVZTZz09>

Meeting ID: 828 5043 1734
Password: 016906

Dial by your location:

- +1 301 715 8592 US (Germantown)
- +1 312 626 6799 US (Chicago)
- +1 646 876 9923 US (New York)
- +1 408 638 0968 US (San Jose)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

RETURN ON THE PUBLIC HEARING NOTICE

Hancock County, ss

State of Maine

TO: The Municipal Officers of the Town of Mount Desert

I certify that I have notified the voters of the Town of Mount Desert of the time and place of the Public Hearing by posting an attested copy of the notice as follows:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION OF POSTING</u>
23/08/24	1033	<u>Town Office, Northeast Harbor</u>
02/08/24	0840	<u>Post Office, Northeast Harbor</u>
02/08/24	0850	<u>Post Office, Seal Harbor</u>
02/08/24	0920	<u>Post Office, Mount Desert</u>

being public and conspicuous places in said Town and being at least ten (10) days prior to the date of the Public Hearing.

Dated at Town of Mount Desert: 02/08/24

Attest:



David Kerns, Constable
Town of Mount Desert

State of Maine

Hancock County, ss

2024

To: David Kerns, a Constable in the Town of Mount Desert

Greetings:

In the name of the State of Maine, you are hereby required to post this notice in order to notify and warn the inhabitants of the Town of Mount Desert that the municipal officers of the town will meet at the **Town Office Meeting Room; 21 Sea Street, Northeast Harbor at six-thirty in the evening on eighteenth day of March AD 2024**, for the purpose of conducting a public hearing on proposed Warrant Articles regarding appropriation of funds for the May 6 & 7, 2024 Annual Town Meeting pursuant to 30-A M.R.S. § 2105.2:

Given under our hands at Mount Desert this 4th day of March 2024, the Selectboard of the Town of Mount Desert:



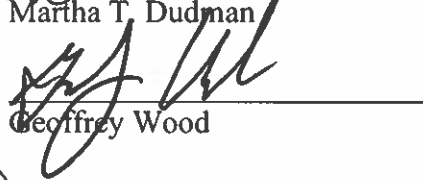
John B. Macauley, Chairman



Martha T. Dudman



James F. Mooers



Geoffrey Wood



Wendy H. Littlefield

Attest: A True Copy

Town Clerk, Mount Desert

The proposed rental ordinance and the team who put it together is meant to respond to and address the many concerns of the many stakeholders in the Town of Mount Desert. It is not intended to be a solution to the housing crisis, nor is it intended to unduly restrict people's ability to continue to practice what has long been a tradition on this island.

What it does:

- It identifies and differentiates between 3 types of rental properties, the first two of which would fall under the same licensing requirements (no cap - lower fee)
 - Rentals that serve as a primary residence or are located on a property that serves as such - to be called **Short Term Rentals** (not capped)
 - Rentals that can not serve as a primary residence because they are not suitable as such (non-winterized camps- cottages) - to be called **Seasonal Rentals**(not capped)
 - Rental properties that do not serve as a primary residence and rent short term - to be called **Vacation Rentals** (all existing grandfathered - capped at 10% thereafter)
- It provides the town the capacity to know how many and what type of rental properties exist in Mount Desert.
- It provides for any and all currently allowed rental practices to continue, provided licenses are obtained and continually renewed. It also allows for any existing licenses to be transferable within the current owner's family, allowing for generationally continuing practices.
- It provides for the funding of a needed position in the Code Enforcement office, to assist the CEO and also to manage the monitoring and licensing processes for rental properties without adding an additional tax burden to residents.
- It attempts to limit the extent to which residential properties are sold as investments in the future by capping the percent of year-round properties in town which are eligible to be licensed as Vacation Rentals (all current Vacation Rentals are grandfathered).

What it doesn't do:

- It does not require that the homeowner be on the premises at all times.
- It does not set a minimum number of nights or restrict how an owner chooses to market and or tailor their rental to their own standards.
- It does not require an inspection.
- It does not require any sign at the end of your driveway or in your front yard.
- It does not restrict the addition of future rental units on an existing residential property, provided such additions are approved under the building codes of Mount Desert.

Town of Mount Desert
Short-Term/Vacation Rental Licensing Ordinance

I. Purpose

The Town of Mount Desert recognizes that the ability for some year-round property owners to rent their residential dwelling unit and/or accessory dwelling unit as a short-term rental has contributed to their ability to remain as a year-round resident of the Town of Mount Desert. At the same time, there are legitimate concerns about the increase in number of vacation rentals and the undue impacts they can have on the year-round community and quality of life of the Town. The purpose of this ordinance is to establish a licensing program to enable the Town of Mount Desert to monitor, track, and regulate short-term rentals and vacation rentals in the Town and to institute performance standards intended to protect property owners, renters, and neighbors from potential negative impacts.

II. Applicability

- A. This Ordinance only regulates business licensing of rental units [and does not constitute land use regulation.
- B. For the purposes of this ordinance a seasonal vacation rental shall be treated the same as a short-term rental.**
- C. Permitted short-term rentals and vacation rentals. Residential dwelling units may be used as short-term rentals or vacation rentals upon the issuance of a short-term rental or vacation rental license for the premises in accordance with the requirements of this ordinance.
- D. Prohibited short-term rentals and vacation rentals. No person may offer for rent, operate, or otherwise use any residential dwelling unit in the Town of Mount Desert for short-term rentals or vacation rentals if such person has not secured and maintained a valid short-term rental or vacation rental license for the premises.
- E. Lodging establishments exempt. The following lodging establishment uses are exempt from the licensing requirements and standards of this chapter: hotels, motels, bed-and-breakfasts, boarding houses, and inns.
- F. A short-term rental or vacation rental does not include dwelling units that are rented for less than a total of 15 days in a calendar year or when relatives and friends stay for no monetary compensation.

III. Validity and Severability

If any provision of this chapter shall be found to be invalid or unconstitutional, such invalidity shall not affect the remaining provisions of this chapter and, to that end, the provisions of this chapter are hereby declared severable.

IV. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

LICENSEE – The holder of a license to operate a short-term rental or vacation rental.

OWNER — An individual person or persons or an entity that is the owner of record of real property as documented by deed or other document evidencing ownership recorded at the Hancock County Registry of Deeds or Registry of Probate.

RESIDENTIAL DWELLING UNIT — This term shall have the meaning provided for that term in the Town of Mount Desert Land Use Zoning Ordinance, as may be amended from time to time.

SEASONAL VACATION RENTAL - The rental of a seasonal dwelling unit, or portion thereof, for occupancy for dwelling, sleeping or lodging purposes for periods of fewer than twenty-eight (28) consecutive nights, for compensation, directly or indirectly. These structures lack one of more of the basic amenities or utilities required for all-year or all-weather occupancy. ~~are occupied only seasonally.~~ Typically the dwelling unit is occupied or used for less than 180 days per calendar year and water service (either via well or public water) is available only seasonally. ~~do not contain insulation, or whole house heating, ventilation, and air conditioning (HVAC) systems, do not have a year round subsurface wastewater disposal system installed, and the electric service is limited a 100 AMP system. Any heating appliance shall not have a fuel supply attached capable of heating the structure for more than 24 hours.~~ For the purposes of this ordinance a seasonal vacation rental shall be treated the same as a short-term rental.

SHORT-TERM RENTAL — The rental of a dwelling unit, or portion thereof, for occupancy for dwelling, sleeping or lodging purposes for periods of fewer than twenty-eight (28) consecutive nights, for compensation, directly or indirectly. A short-term rental is owned by the licensee as their primary residence.

PRIMARY RESIDENCE – The dwelling unit a person or persons registers as their address for tax and government identification purposes, and where he or she resides for more than half of the year.

VACATION RENTAL – A residential dwelling unit, or portion thereof, that is not a primary residence and is rented to guests for dwelling, sleeping or lodging purposes for periods of fewer

than twenty-eight (28) consecutive nights, for compensation, directly or indirectly, excluding motels, hotels, bed-and-breakfasts, boarding houses, and inns.

V. Requirements

- A. No short-term rental or vacation rental shall be advertised, rented, or operated without the owner first obtaining a short-term rental or vacation rental license. No short-term rental or vacation rental license shall be issued to an owner unless and until the short-term rental or vacation rental is in compliance with the requirements and standards of this ordinance.
- B. A short-term rental or vacation rental license shall be valid only for the calendar year in which the license is issued (i.e. all short-term rental and vacation rental licenses expire on December 31 of each year).
- C. The applicant shall provide all the information requested on the short-term rental or vacation rental license application form(s).
- D. Any time that a short-term rental or vacation rental application is submitted for a property, the applicant shall certify on the application that the proposed short-term rental or vacation rental property complies with the standards in this ordinance.
- E. A short-term rental or vacation rental may only be registered by the legal owner of the property or an authorized representative designated in writing.
- F. Non-refundable fees for a short-term rental licenses or vacation rental licenses shall be as adopted by order of the Board of Selectmen for the Town of Mount Desert, as may be amended from time to time. Such fee must be submitted with the application form at the time of registration and/or renewal.
- G. A registration number will be given to each unit registered. Registrations are limited to the dwelling unit for which they are issued and shall not be transferable to a different dwelling unit.

VI. License Application

- A. All applications for short-term rental and vacation rental licenses shall be filed with the Town on forms provided for this purpose.
- B. At a minimum, each applicant for a short-term rental or a vacation rental license shall provide the following information:
 - 1. The street address of the property and unit number, if applicable.

2. The name of the owner of the property and the owner's address or the owner's representative address and contact information.
3. The number of short-term rental guests or vacation rental guests allowed.
4. Emergency contact information.
5. Whether the license is for a short-term rental or a vacation rental.
6. Self-compliance affidavit indicating compliance with the standards of this ordinance.

VII. License Procedure – Short-Term Rentals

- A. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. Thereafter, short-term rental license renewals shall be required on an annual basis.
- B. Initial Annual License Cycle Application Period. Prior to the first effective license cycle, short-term rental license applications may be submitted to the Town any time prior to March 1, 2025.
- C. License Renewals. Short-term rental licenses shall expire on December 31 of each calendar year. Short-term rental license holders may renew such license by submitting a renewal application, via a renewal process established by the Town. Applications for renewals will be accepted until March 1 of each calendar year. Any renewal applications received after March 1 will be considered late and will be subject to a late fee at a rate established by the Mount Desert Board of Selectmen.
- D. First time applications following March 1, 2025. First time license applications after March 1, 2025, may be completed at any time during a calendar year. For the purposes of this Ordinance "first time applications" shall include property owners wishing to license their short-term rental units for the first time, or after more than one year's lapse of a previously issued license.

VIII. License Procedure – Vacation Rentals.

- A. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. Thereafter, vacation rental license renewals shall be required on an annual basis.
- B. Initial Annual Registration Cycle. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. License applications for vacation rentals may be submitted to the Town any time prior to March 1, 2025. Applications received after March 1, 2025 will be processed as first-time applications, per Section VIII.C on a space available basis until the limits described in Section VIII.E have been reached. After

the initial registration cycle, any duly licensed vacation rental may continue operating as long as the license is current and renewed for the current calendar. If the license is not renewed by the expiration date, then the license expires, and the unit then loses the licensed protection provided by the registration.

- C. First time Applications. After the initial annual registration cycle, subject to the availability of vacation rental licenses, first time license applications may be submitted for processing at any time during a calendar year. For the purposes of this Ordinance, “first time applications” shall include property owners wishing to license their vacation rental units for the first time, or after more than one year’s lapse of a previously issued license.
- D. License Renewals. Vacation rental license holders may renew such license by submitting a renewal application, via a renewal process established by the Town. Applications for renewals will be accepted until March 1 of each calendar year. Any renewal applications received after March 1 will be considered late and will be subject to a late fee at a rate established by the Mount Desert Board of Selectmen. Late renewal applications will be processed with first-time applications on a space available basis until the limits described in Section VIII.E have been reached.
- E. Maximum number of vacation rental registrations.
 - 1. The Town-wide maximum number of vacation rental licenses that may be issued shall not exceed 10% of the Town's total number of dwelling units. The total number of dwelling units shall be determined by the Assessor as of April 1 of each year.
 - 2. There will be no cap on the number of applications for vacation rentals in the initial registration cycle. ~~In the event that more applications are received during the initial registration cycle (as described in Section VIII.B above) than the allowable number of licenses, the Board of Selectmen will increase the number of registrations issued, during the first registration cycle only, by order.~~ After the initial registration cycle, any duly licensed vacation rental may continue operating as long as the license is current and renewed for the current calendar. If the license is not renewed by the expiration date, then the license expires, and the unit then loses the licensed protection provided by the registration.
 - 3. In the event that the Board of Selectmen receives more applications during any subsequent registration cycle than the allowable number of licenses the town shall establish a wait list. Licenses on the wait list shall be awarded on a space available basis based on the order in which the applications were received. ~~First priority shall be given to renewal applicants who submit a late renewal registration application and shall be awarded on a space available basis based on the order in which the renewal applications were received. First time applications will be given second priority and shall be awarded on a space available basis through a lottery process held by the~~

~~Board of Selectmen after timely renewal and late renewal applications have been approved.~~

IX. Transferability.

- A. Short-term Rental Licenses. Short-term rental licenses issued under this ordinance shall be transferable to a new owner as of the day the new owner acquires possession of the property and shall expire at the end of that same calendar year, and shall be subject to treatment as a new "vacation rental" if the ownership and use by the new owner meets the definition of that term.
- B. Vacation Rental Licenses. Vacation rental licenses issued under this ordinance shall not be transferable to a new owner or location. Any change of ownership shall require a new license, except transfers of the real estate and related license in a permitted transfer.
 - 1. A "permitted transfer" is a transfer of the subject real estate and the related license to a permitted transferee. A "permitted transferee" includes 1) another current owner of the subject real estate; 2) the spouse, parent(s), child(ren) and/or grandchild(ren) of a current owner; 3) a trust for the benefit of a current owner, a current owner's spouse or parent(s), a current owner's child(ren) and/or grandchild(ren) of a current owner; or 4) for estate planning purposes, a trust, limited-liability company (LLC), corporation or other entity, as long as the beneficiaries of the trust or owners of the entity, as applicable, are a current owner, a current owner's spouse or parent(s), a current owner's child(ren) and/or grandchild(ren) of a current owner. In the case of a transfer to a permitted transferee, the permitted transferee shall become a "licensee" and an "owner," and the definition of "permitted transferee" shall apply to the new licensee/owner.
- C. Licensees/owners shall be required to certify that they comply with the provisions of this section annually and that they have not engaged in any transfers, or been transferees in any transfers, that are not permitted transfers.
- D. Licenses are limited to the dwelling unit for which they are issued and shall not be transferable to a different dwelling unit.

X. Inspection.

- A. ~~Any time that a short term rental or vacation rental application is submitted for a property, the applicant shall certify on the application that the proposed short term rental or vacation rental property complies with the standards in this ordinance and with applicable Building Code requirements.~~ The Code Enforcement Officer or designee may inspect the licensed premises to determine compliance with the short term standards of

this ordinance. However, said inspection shall not be required as a condition of license issuance.

XI. Notice.

- A. The licensee must post a notice that identifies the short-term rental or vacation rental license number and the name, address, telephone number(s), and email address of the owner's local contact person, and the maximum number of short-term rental or vacation rental guests allowed. This notice shall be readily available inside each dwelling being used as a short-term rental or vacation rental.

VI. Standards

At the time of issuance of a license, and at all times during the continuance of a short-term rental or vacation rental license, the following minimum standards shall be met.

- A. The property taxes and any other applicable town fees associated with the short-term rental or vacation rental property shall not be in arrears;
- B. Street numbers, if applicable, shall be compliant with Town 911 standards.
- C. Smoke alarms. Smoke alarms shall be installed in each bedroom, outside each separate area used for sleeping, and on each story of the short-term rental unit (including in basements and in habitable attics).
- D. Carbon Monoxide Detectors. Carbon monoxide detectors shall be installed in compliance with Title 25 of the Maine Revised Statutes, as may be amended from time to time (25 M.R.S. § 2468, as amended).
- E. Fuel Gas Detectors. Fuel gas detectors shall be installed in compliance with 25 M.R.S. § 2469, as amended.
- F. Subsurface wastewater disposal system. The short-term rental or vacation rental must have a subsurface wastewater disposal system that complies with all applicable standards of the Subsurface Wastewater Disposal Rules.
- G. Portable fire extinguishers. At least one appropriately sized portable fire extinguisher shall be mounted in a prominent location within the short-term rental or vacation rental unit.
- H. Parking. Short-term rental or vacation rental guests and their guests are prohibited from parking in a manner that impedes access by emergency vehicles to the property or any

other property in the neighborhood. ~~The owner must provide sufficient off-street parking for all overnight guest vehicles. The number of guest vehicles allowed at the short-term rental or vacation rental shall be limited to the number of off-site parking spaces designated by the applicant. Garage parking spaces not allowed for short-term rental or vacation rental guest use shall not be used to meet this parking requirement.~~

- I. Advertising. It shall be unlawful to advertise occupancy or use of a short-term rental or vacation rental that has not been licensed. Licensed short-term rentals or vacation rentals in good standing may advertise for use or occupancy beyond the current licensing year. For the purposes of this section, the term "advertise" shall mean any form of communication for marketing that is used to encourage, persuade, or direct viewers, readers or listeners to contract for units, goods and/or services as may be viewed through various media included, but not limited to, newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites or text messages. The short-term rental or vacation rental advertising must be consistent with the terms of the short-term/vacation rental license.
- J. Trash shall be removed from the short-term rental or vacation rental unit on at least a weekly basis while the property is being rented as a short-term/vacation rental.
- K. Occupancy limits. The maximum occupancy of a short-term rental or a vacation rental shall be limited to no more than two guests per bedroom, plus two additional guests total for the entire dwelling unit. By way of example, the maximum capacity for a three-bedroom dwelling short-term rental or vacation rental is eight guests (i.e., three bedrooms multiplied by two short-term rental or vacation rental guests, plus an additional two short-term rental or vacation rental guests, for a total of eight short-term rental or vacation rental guests).

VII. Violations and Enforcement

- A. Violations and Enforcement
 - 1. Violation of operation without a registration. It shall be a violation of this Ordinance for any person to advertise for rent, rent, or operate a short-term rental or vacation rental without a valid license.
 - 2. Violation of registration. The Code Enforcement Department shall enforce the provisions of this Ordinance and the terms and conditions of licenses issued hereunder, and the Code Enforcement Officer or designee shall have authority to investigate all alleged violations of this Ordinance or of said licenses. If after investigation, the Code Enforcement Officer or designee finds that any provision of this ordinance or any term or condition of any such license is being violated, written notice of such violation shall be given to the owner and/or to any other person responsible for such violation by certified mail, return receipt requested. Such a

notice shall describe the nature of the violation and the action that needs to be taken within a reasonable time (as determined by the Code Enforcement Officer or designee) to correct the violation, including discontinuance of the illegal use of land, buildings, structures or units. A copy of such notice shall be submitted to the Select Board and shall be maintained as a permanent record.

B. Enforcement; Fines and Penalties

If, after notice given by the Code Enforcement Officer or designee, the violation is not abated or corrected, any person who continues to violate any provision of the Ordinance or license issued hereunder shall be subject to fines and penalties as set forth in a penalty schedule established by the Board of Selectmen. Each day of each violation shall be considered a separate violation. Any such fines or penalties may be in addition to any suspension or revocation imposed in accordance with other provisions of this ordinance. The Board of Selectmen or its authorized agent(s) are hereby authorized to enter into administrative consent agreements for the purposes of eliminating violations of this Ordinance.

In addition to local administrative proceedings to address violations of this Ordinance, the Town may also institute, or cause to be instituted, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this Ordinance. In any administrative enforcement or court action, the Town may seek injunctive relief in addition to fines and penalties. The Town shall be entitled to recover its costs of enforcement, including its reasonable attorneys' fees, court costs, and out-of-pocket expenses.

C. Appeals

The Board of Appeals may, upon written application of an aggrieved party received by the Town Office within 30 days of any decision or enforcement action by a municipal official or municipal body that interprets or applies this Ordinance, hear appeals from such decision. For purposes of this section, the term "decision" is limited to an order, decision, or enforcement action made in writing by the Code Enforcement Officer or designee.

MINUTES

**Town of Mount Desert
Selectboard Minutes
February 26, 2024**

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

Town Officials and Department Heads Present: Town Manager Durlin Lunt, Town Clerk Claire Woolfolk, Tax Assessor Kyle Avila, Public Works Director Brian Henkel

Members of the Public were also present.

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

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

II. Minutes

A. Approval of Minutes from February 5, 2024 Meeting

MOTION: Ms. Dudman moved, with Mr. Mooers seconding, approval of the February 5, 2024 Minutes as presented.

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

III. Appointments/Recognitions/Resignations

A. Consider appointment of Colby Hamor to the position of Buildings & Grounds effective March 11, 2024, at the six-month probationary rate of \$23.28 per hour

MOTION: Ms. Littlefield moved, with Mr. Wood seconding, appointment of Colby Hamor to the position of Buildings & Grounds effective March 11, 2024, at the six-month probationary rate of \$23.28 per hour as presented.

Motion approved 5-0.

B. Recognition of the appointment of Justin Kelley to the Mechanic B position of the Highway Division of Public Works

MOTION: Ms. Dudman moved, with Mr. Wood seconding, recognition of the appointment of Justin Kelley to the Mechanic B position of the Highway Division of Public Works as presented.

Motion approved 5-0.

C. Recognition of the resignation of Decatur French from the Mechanic B position of the Highway Division

MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, recognition of the resignation of Decatur French from the Mechanic B position of the Highway Division as presented.

Motion approved 5-0.

IV. Consent Agenda

A. Warrant Committee Meeting Minutes from January 30, 2024

B. Thank you note from Mount Desert Nursing Association

- 1 C. Letter from Emmaus Homeless Shelter
- 2 D. Maine Department of Health and Human Services acknowledgement of General Assistance
- 3 Statutes compliance
- 4 MOTION: Mr. Mooers moved, with Ms. Dudman seconding, acceptance of the Consent Agenda
- 5 as presented.
- 6 Motion approved 4-0.

7
8 **V. Selectboard's Reports**

9 Ms. Littlefield reported on a letter she'd received and shared with other Board Members
10 requesting they allow a taxpayer to remain on the tax plan, in light of extenuating circumstances
11 regarding a missed payment deadline.

12 It was deemed the Board could vote on the issue without going into Executive Session.

13
14
15 MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, the Board allow the taxpayers
16 in question to remain on the tax plan, in light of the extenuating circumstances around their
17 missed payment deadline.

18 Motion approved 5-0.

19
20 Ms. Littlefield would apprise the taxpayers in question of the decision and get a copy of the letter
21 to the Town Clerk and the Tax Collector as well.

22
23 **VI. Unfinished Business**

24 No Unfinished Business was presented.

25
26 **VII. New Business**

27 A. *Presentation of Service Groups/Non-profit Agency Funding Requests Budget FY 2025*

28 **Aid Society of Otter Creek**: The Aid Society is requesting \$10,000.00 for new windows and
29 basement casements for their building. The total estimated cost for the work is approximately
30 \$20,000.00.

31
32 Warrant Committee member Katrina Carter asked whether there was further need for building
33 repairs beyond the windows and casements. Chair Macauley affirmed there was additional work
34 needed. Likely they would need an engineer's opinion on some of it. Mr. Wood asked whether
35 the Aid Society had received estimates for the work. Chair Macauley explained the amount
36 requested was based on what the Town Offices paid for their window work.

37
38 **Bar Harbor Food Pantry**: The food pantry is requesting \$3,500.00 for food costs. This is the
39 same amount asked for in the past three years. The pantry gave away approximately
40 \$500,000.00 in food last year.

41
42 **Downeast Community Partners**: Downeast Community Partners is requesting \$5,574.00; the
43 amount is a percentage of the cost of services provided to the Town. The request has not
44 changed in recent years.

45
46 Warrant Committee member Carmen Sanford asked for clarification regarding transportation
47 provided. Representative Melissa Maddis explained that 60 people/households were served.

1 Those served were provided numerous rides. Mr. Wood asked about rising costs of services.
2 Ms. Maddis noted the Emergency Rental Relief Program was a high expense, but a temporary
3 increase during the pandemic. Ms. Maddis explained that the aging in place programs allow
4 residents to stay in their homes as they age. Support services include things like grocery
5 deliveries or rides to appointments. One person in Mount Desert used this service in the past
6 year.

7
8 **Downeast Horizons:** Downeast Horizons assists adults and children with developmental
9 disabilities through both day and evening programs and services and group homes with 24-hour
10 care. 55 people and their caregivers in Mount Desert are served.

11
12 **Eastern Area Agency on Aging:** The agency is requesting \$750.00. This amount is the same as
13 last year. The agency offers home-delivered meals through a partnership with MDI housing
14 authority. Last year just under 1500 meals were delivered to homes in Mount Desert.

15
16 **Great Harbor Maritime Museum:** The museum is requesting funding to maintain the only
17 public restrooms on Main St. Northeast Harbor. These restrooms and the ones on Sea Street are
18 used heavily during the visitor season.

19
20 **Hospice Volunteers of Hancock County:** Hospice Volunteers is requesting \$1500.00. This
21 amount was requested last year. Two patients in Mount Desert were served in the past year, and
22 a third was provided equipment. Hospice Volunteers receives no funding from state or federal
23 government; they rely on donors, fundraising, grants and municipal support.

24
25 **Island Connections:** Island Connections is requesting \$2500.00. This amount was requested
26 last year. They provide transportation for the Meals on Wheels program, deliver meals through
27 Open Table MDI, and partner with the food pantry as well.

28
29 **Island Housing Trust:** The housing trust is requesting \$7900.00 for the Island Housing Trust's
30 Hope program which provides bridge funding to homebuyers who lack the funds for a
31 downpayment and closing costs on a home.

32
33 Ms. Carter asked if the funding the Town provides stays within the Town of Mount Desert.
34 Housing Trust representative Natalie Osborn noted such a stipulation can be specified if funding
35 is granted. All Island towns are asked. \$7,900.00 is requested from both Mount Desert and Bar
36 Harbor, and \$5,000.00 is requested from both Southwest Harbor and Tremont.

37
38 **LifeFlight:** LifeFlight is requesting \$1,000.00. This request is the same as last year's. 2,460
39 patients were lifeflighted in 2023, 9 of which were Mount Desert residents. More than 38k
40 patients have been cared for since 1998.

41
42 **Mount Desert Chamber of Commerce:** The Chamber is requesting \$28,500.00, the same
43 amount as requested last year. 100% of these funds are used locally. 75% is used for visitor
44 center operation, and the rest is used for in-town way-finding signage and printing the map and
45 visitor guide. 6,652 visitors to the town were helped. 82 vehicle passes and 7 annual park passes
46 were sold.

47

1 **Mount Desert Community Development**: The group is requesting \$5,000.00. The Community
2 Development Corporation works as a vehicle for private fundraising for community projects. In
3 the past year the group's been assisting with skating rink project fundraising. They've raised
4 hundreds of thousands of dollars for what is a major upgrade to the facility. The amount
5 requested would cover administrative and bookkeeping costs.

6
7 Ms. Carter pointed out that their application states they have ample funds on hand. Treasurer
8 Dan McKay affirmed the group has funds. The funds on hand are contributions for the skating
9 rink. Mr. McKay did not feel it was appropriate to use funding received for the skating rink for
10 administration costs like liability insurance and other overhead expenses.

11
12 **Mount Desert Island Campfire Coalition**: The Coalition is requesting \$3,000.00. 100% of the
13 funding is used to purchase heating fuel or equivalent heat for needy homes. 108 households
14 were assisted last year for a total cost of \$64,000.00. All island Towns are asked for \$3,000.00.

15
16 **Mount Desert Nursery School**: The school is requesting \$20,000.00 to replace doors and make
17 other improvements to the building. 37 students attended the school last year. Currently there
18 are 11 students enrolled, 3 from Mount Desert and 2 from families working in Mount Desert.
19 Plans are underway for expanding the program to include infants to five-year-olds. This coming
20 year two-year-olds will be attending. There are costs involved in expanding the age range served
21 and classroom reconfiguration.

22
23 Ms. Sanford asserted the application states that the school's fundraising efforts came to only
24 \$516.00 last year. Expenses are noted as \$583.00. Ms. Sanford was concerned the school was
25 doing no fundraising. School director Sarah Hinckley believed there must be some confusion in
26 the paperwork presented. The school's fundraising surpassed \$15,000.00. It was confirmed the
27 paperwork showed additional fundraising income.

28
29 Additionally, Ms. Sanford stated that last year's request was for \$20,000.00 for doors. The
30 school's letter states the doors will be installed in 2025. Door replacement has been delayed due
31 to the difficulty in scheduling a contractor in the past few years, but Ms. Hinckley confirmed a
32 contractor has now been found. Work must be scheduled around the school schedule to work
33 around the students' presence for safety's sake. Several present at the meeting spoke in support
34 of the service the school provides. Ms. Littlefield applauded their foresight in expanding
35 attendance to include younger students.

36
37 **Mount Desert Nursing Association**: The funding the Association is requesting has not changed
38 since last year. The Nursing Association served 133 patients in Mount Desert with a total of 867
39 visits. They host flu clinics and blood pressure clinics. An additional 49 Mount Desert residents
40 have used the association's medical and adaptive equipment. The Nursing Association requests
41 funding from all the towns they serve.

42
43 **Northern Light Homecare and Hospice**: The organization is requesting \$1,200.00. This
44 amount has not changed in recent years. In the past year they made 149 visits to 11 people
45 residing in Mount Desert. Due to nursing shortages, they partner with the Mount Desert Nursing
46 Association.

1 Warrant Committee member Kathy Miller asked for clarification on who they serve.
2 Organization president Colleen Hilton explained that most of their services are hospice services
3 at this time. They recommend new patients to Mount Desert Nursing Association. This is an
4 effort to spread the resources to better serve everyone.
5

6 **Seal Harbor VIS:** The VIS is requesting \$55,000.00, which covers approximately 30% of their
7 budget. This amount has not changed in the past two years. The organization maintains Seal
8 Harbor beach, parking lot, comfort station, village green, monuments, and trails. They have 3
9 salaried employees, one full-time and two part-time. There is an additional seasonal assistant as
10 well. There has been extra work clearing storm debris in the area this year, and traffic and
11 visitors to Seal harbor rose in 2023. Most of the budget is covered by private donations. VIS
12 Vice President Chris Willis reported meeting with Town Manager Lunt who agreed having the
13 Town do the work would be far more costly.
14

15 Ms. Carter asked if the amount requested would be enough to reclaim the beach after the storms.
16 Mr. Willis explained their work involves maintenance tasks like raking the seaweed off the
17 beach and trash removal. In terms of restoring the beach, it's a bigger project than what the VIS
18 can do, likely to be handled by FEMA funds or the town. Public Works Director Henkel
19 reported work will continue to repair the recent storm damage and erosion. The VIS employees
20 are a great resource for the Town.
21

22 *B. Request from Camp Beech Cliff to be included in the Town Report*

23 Camp Beech Cliff Director Debra Deal requested that Camp Beech Cliff be included in the
24 Annual Report. Camp Beech Cliff is a self-sustaining organization and therefore does not ask
25 for third-party funding. The organization provides many services to the community, and they'd
26 like to communicate that to the Town through the Town Report. Services include summer camp
27 programs with free transportation, camperships benefitting over 80 campers, 65 staff are
28 employed including local kids, work done with Mount Desert Elementary School and the high
29 school and a fifth-grade-wide safety day, pickleball for adults, Friday night family fun nights,
30 and outdoor education/mental health training for school aids and other interested adults.
31

32 Ms. Miller noted the deadline for including a letter has passed. Manager Lunt noted the deadline
33 wouldn't necessarily apply because Camp Beech Cliff isn't eligible to have a letter in the Town
34 Report. Adding Camp Beech Cliff to the Town Report is a policy decision voted on by the
35 Selectboard. The policy is in place because there are many organizations that would like to be
36 included. Third-party request groups can include information in the report.
37

38 MOTION: Mr. Wood moved, with Ms. Dudman seconding, to allow a report from Camp Beech
39 Cliff to be included in the Town Report.
40 Motion approved 5-0.
41

42 *C. Discussion of a new contract with EMR in Southwest Harbor for solid waste handling*
43 *services*

44 Director Henkel reported the auto renew timing for this contract is in March, likely because the
45 Town Meeting used to be in March. The change to Town Meeting timing means the auto renew
46 occurs before the Town Meeting. Director Henkel would like to revise the date.
47

1 Additionally, Director Henkel has asked for a legal opinion from the Town Attorney regarding
 2 the necessity of taking a contract of this type to Town Meeting. He's conferred with EMR and
 3 voiced his intent and questions. There's no substantive change other than these two items. If the
 4 contract does not need to go before Town Meeting, then the March renewal would make no
 5 difference.

6
 7 **VIII. Other Business**

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

9 There was no Other Business.

10
 11 **IX. Treasurer's Warrants**

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

Town Invoices	AP#2452	02/27/2024	\$215,012.11
Total			\$215,012.11

13 MOTION: Mr. Mooers moved, with Ms. Dudman seconding, approval and signature of
 14 Treasurer's Warrant as shown above.

15 Motion approved 5-0.

16
 17 *B. Approve Signed Treasurer's Payroll, State Fees, & PR Benefit Warrants as shown below:*

State Fees & PR Benefits	AP#2449	02/07/2024	\$46,975.17
	AP#2450	02/15/2024	\$123,108.61
Town Payroll	PR#2420	02/16/2024	\$156,427.44
Total			\$326,511.22

18 MOTION: Mr. Mooers moved, with Ms. Dudman seconding, approval of signed Treasurer's
 19 Payroll, State Fees and PR Benefit Warrants as shown above.

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

21
 22 *C. Acknowledge Treasurer's Town Voided Disbursements & School Board AP/Payroll
 23 Warrants as shown below:*

School Invoices	AP#8	02/07/2024	\$203,411.66
School Payroll	PR#16	02/16/2024	\$196,660.93
Voided Disbursements			\$0
Total			\$400,072.59

24 MOTION: Mr. Mooers moved, with Ms. Dudman seconding, acknowledgement of Treasurer's
 25 Town Voided Disbursements and School Board AP/Payroll as shown above.

26 Motion approved 5-0.

Grand Total			\$941,595.92
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27
 28
 29 **X. Adjournment**

30 MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, to adjourn the meeting.

31 Motion approved 5-0.

32
 33 Meeting adjourned at 7:34pm.

Town of Mount Desert Selectboard
Meeting Minutes
March 4, 2024

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

Town Officials and Department Heads Present: Town Manager Durlin Lunt, Public Works Director Brian Henkel, Tax Assessor Kyle Avila

Members of the Public were also present.

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

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

II. Appointments/Recognitions/Resignations

A. Appointment of Jonathan Mickel as a Mechanical Equipment Operator II at the probationary rate of \$24.93 per hour effective March 25th pending pre-employment physical and drug screen

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, appointment of Jonathan Mickel as a Mechanical Equipment Operator II at the probationary rate of \$24.93 per hour effective March 25th pending pre-employment physical and drug screen as presented.
Motion approved 5-0.

B. Appointment of Anne Dalton as Alternate to the Planning Board

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, appointment of Anne Dalton as Alternate to the Planning Board as presented.
Motion approved 5-0.

III. Consent Agenda

A. DRAFT of the Short-term Rental Ordinance

B. Warrant Committee Minutes of February 6 and 13, 2024

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

Ms. Littlefield inquired whether there was a conflict of interest for those Selectboard members who engage in short-term rental.

Mr. Mooers reported he had reviewed the Code of Ethics and disclosed that he had a conflict of interest and intended to abstain from voting on the issue. Ms. Littlefield also voiced concern about potential conflict of interest and believed she should abstain from voting as well.

Mr. Wood added that the Selectboard will be voting on whether to recommend the draft ordinance to the warrant for discussion at Town Meeting. Divulging whether there's any interest

1 satisfies the Code of Ethics. Chair Macauley noted that potentially three out of five Selectboard
2 members have a potential conflict of interest in the matter. He agreed, the Board was only
3 voting to allow the issue to be brought before the Town for discussion and vote. Stating the fact
4 that a board member has a short-term rental is likely sufficient in this instance. It was suggested
5 that getting a legal opinion on the issue would be wise.
6

7 Town Manager Lunt noted the question was the difference between voting on it or moving it
8 forward. After some discussion, it was decided to ask for a legal opinion and table the short-
9 term rental issue until that time.

10
11 Motion approved 5-0.

12
13 In answer to a resident's question, the public hearing for the short-term rental draft is scheduled
14 for March 11, 2024, 6:30 p.m.
15

16 **IV. Selectboard's Reports**

17 There were none.
18

19 **V. Unfinished Business**

20 *A. Non-profit Funding Request Recommendations*

21 MOTION: Ms. Dudman moved, with Mr. Mooers seconding, to recommend funding the non-
22 profit funding requests as received and reviewed, at the level requested, at the previous meeting.
23

24 Mr. Wood noted it was a \$20,000.00 increase from what was requested the previous year.
25 Manager Lunt noted it is \$20,000.00 more with the agencies that requested, but there are
26 agencies that are not being funded. Offsetting that, the total amount requested is less.
27

28 Motion approved 5-0.
29

30 *B. Review and approve contract with EMR in Southwest Harbor for solid waste handling*
31 *services*

32 Public Works Director Henkel noted the issue was discussed at the last meeting. He has since
33 received a legal opinion on the necessity of taking the issue to Town Meeting. Within the
34 contract it states the original contract was required to go to Town Meeting. Subsequent renewals
35 do not need to go to Town Meeting. Legal council deemed the contract had some minor
36 revisions requiring updating. In light of this determination, there's no need to move the
37 contract's auto-renewal date from March to May.
38

39 MOTION: Mr. Wood moved, with Mr. Mooers seconding, to approve allowing the contract with
40 EMR in Southwest Harbor for solid waste handling services to move forward, with the
41 understanding that any minor revisions determined necessary will be brought back for final
42 approval.

43 Motion approved 5-0.
44

45 **VI. New Business**

46 *A. MDES Budget Review*

1 Superintendent Michael Zboray introduced the new principal of the Mount Desert Elementary
2 School Heather Dorr. Ms. Dorr reported on the state of the school.

3
4 Mr. Zboray introduced the proposed budget. He noted there is an addendum necessitated by new
5 information received recently about the school buses, as well as some capital needs that can be
6 addressed in the current budget and how it impacts the amended version of the budget.

7
8 Recently the school learned that two buses will not pass their next inspection leaving the school
9 short two buses. Additionally, the school needs an enclosed play area for the Pre-K students. In
10 looking at a way to redistribute funding they will be proposing to the School Committee to add
11 \$30,000 to the bus cost center to cover a second lease, increasing that line item by %38.27, and
12 removing \$150,000.00 from next year's capital outlay, reducing that line item by %18.62. The
13 current budget shows an increase of %6.08. The school hopes to amend the budget to an
14 increase of only %3.77. The current Town Appropriation shows an increase of %17.81. The
15 school hopes to reduce that increase to %15.07.

16
17 Mr. Zboray added that the AOS has some reserves the school can use when necessary.

18
19 Mr. Wood recalled additional expenses from last year almost matching the cost of the debt
20 reduction. Ms. Dorr reported most of those improvements were made. Window treatments were
21 not done; in the proposed building project, all windows will be replaced. Doing it once the
22 windows are replaced ensures accuracy in the sizing. The school is currently working on
23 accepting the bid for bleachers. Several budgeted items came in under budget.

24
25 It was noted the overall budget over the past two years has grown by almost %35. It's a
26 substantial increase. Ms. Dudman noted a lot of the increase appeared to be personnel related. It
27 was noted this kind of increase can be seen across all the schools. Mr. Zboray noted a salary
28 increase is scheduled for next year as well.

29
30 Discussion ensued regarding leasing versus owning buses. The school plans on looking into bus
31 purchase using a CIP system.

32
33 Warrant Committee member Katrina Carter asked whether full size buses were necessary.

34
35 Ms. Carter asked about the play space intended to be fenced in. Ms. Dorr noted the school is
36 planning a fenced-in play area just outside the door on the Gilpatrick Road-side of the building
37 specifically for Pre-K and Kindergarten students. The current playspace is designed for children
38 5 to 11 years old. Additionally, play area for this age group should be enclosed.

39
40 Ms. Carter asked about the special education services for Pre-K and Kindergarten. Ms. Dorr
41 explained that currently special education services for these age groups is being provided by
42 Child Development Services. Eventually the school will be providing those services. Mr.
43 Zboray reported the starting point would be the school providing case management for the
44 students. Currently Child Development Services comes to the school to provide special
45 education services and language services. The school contracts with the state and gets
46 reimbursed.

Ms. Dudman asked about the search for new employees. Mr. Zboray reported they've had some interest at a university job fair. Another job fair is occurring soon that they will attend. Mr. Zboray noted that the housing shortage has resulted in potential employees going elsewhere.

Ms. Dorr reported the gym floor is being refinished. The gym will not be available during that time, which will likely affect the Neighborhood House's summer use of the space. Other space in the school is in use by the custodians, or undergoing summer cleaning and maintenance. Ms. Littlefield noted that a gym floor can take over thirty days to be refinished and allowed to dry completely. Ms. Dorr noted the school was happy to have the Neighborhood House using their facilities, and they will be able to use some of the space.

B. Review and approve the rejection of bids for construction of sidewalks in Somesville
 MOTION: Mr. Mooers moved, with Mr. Wood seconding, tabling the discussion.
 Motion approved 5-0.

C. Consider authorizing the Mount Desert Regional High School to grant scholarships of \$350 from the Reynolds Trust Fund and \$100 from the Stanley Trust Fund, as described in memo from Finance Director Mae Wyler
 MOTION: Mr. Mooers moved, with Mr. Wood seconding, authorizing the Mount Desert Regional High School to grant scholarships of \$350 from the Reynolds Trust Fund and \$100 from the Stanley Trust Fund, as described in memo from Finance Director Mae Wyler as presented.
 Motion approved 4-0-1 (Littlefield in Abstention).

VII. Other Business

A. Such other business as may be legally conducted
 There was no Other Business.

VIII. Treasurer's Warrants

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

Town Invoices	AP#2454	09/09/2024	\$354,152.56
Total			\$354,152.56

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

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

State Fees & PR Benefits	AP#2451	02/21/2024	\$1,079.00
	AP#2453	02/09/2024	\$2,858.92
Town Payroll	PR#2421	03/01/2024	\$160,399.32
Total			\$164,337.24

MOTION: Mr. Mooers moved, with Mr. Wood seconding, approval of Signed Treasurer's Payroll, State Fees, & PR Benefit Warrants as shown above.
 Motion approved 4-0-1 (Littlefield in Abstention).

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*C. Acknowledge Treasurer’s Town Voided Disbursements & School Board AP/Payroll
Warrants as shown below:*

School Invoices			\$0
School Payroll	PR#18	03/01/2024	\$88,556.13
Voided Disbursements			\$0
Total			\$88,556.13

MOTION: Mr. Mooers moved, with Mr. Wood seconding, acknowledgement of Treasurer’s Town Voided Disbursements & School Board AP/Payroll Warrants as shown above.
Motion approved 5-0.

Grand Total			\$607,045.93
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IX. Adjournment

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

The Meeting adjourned at 7:32 p.m.

Respectfully submitted,

Geoffrey Wood

CONSENT AGENDA



Town of Mount Desert

21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248

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

www.mtdesert.org highway@mtdesert.org

Otter Creek, Seal Harbor, Northeast Harbor, Somesville,

Hall Quarry and Pretty Marsh

MEMO

To: Brian Henkel, Public Works Director
From: Ben Jacobs, Public Works Superintendent
Re: January & February Monthly Reports
Date: March 14, 2024

Highway Crew

- Plowed and sanded the roads and sidewalks during snow, sleet, and freezing rainstorms.
- Completed our Bureau of Labor Standards inspections on, for example, fire extinguishers, secondary containment structures and eyewash stations.
- Picked up Christmas trees that residents put out curbside.
- Trimmed trees on Grover Avenue, Sargeant Drive, Lower Dunbar Road, and Beech Hill Road.
- Replaced a driveway culvert on Grants Hill.
- At the end of February, we posted heavy load limited signs restricting any unauthorized vehicles over 23,000 pounds use of the road unless the road is considered solidly frozen and when the air temperature is 32 degrees and below with no water showing in the cracks of the road.
- Cold patched various potholes throughout the town's villages.
- Erected signs throughout the town's villages.
- Cleaned the highway and bus garages.
- Cleaned off snow and ice from our catch basins.
- The crew performed maintenance and made repairs to our equipment and trucks in the public works department and other town departments.
- Dealt with multiple high wind and rainstorms accompanied by extreme high tides causing downed trees, flooding, and erosion issues.

Buildings & Grounds and Parks & Cemeteries

- Continued setting up for meetings, cleaning bathrooms in the town office, vacuuming and assisting the admin staff with projects as needed e.g., assembling shelving, hanging pictures, repairing toilets, installing door closers, and painting.
- Shoveled snow from walkways and salted walkways around the outside of town office, police department, highway garage and bathroom entrances to the marina building when it snowed.



Town of Mount Desert

21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248

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

www.mtdesert.org highway@mtdesert.org

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

Solid Waste

- The crew continues to do an excellent job keeping the areas around the highway garage dumpsters and recycle center as neat and clean as possible.
- Continued picking up trash on their daily scheduled routes.
- Serviced the refuse packer truck.

Cc. Claire Woolfolk, Town Clerk
Durlin Lunt, Town Manager
Ed Montague, Wastewater Superintendent

UNFINISHED BUSINESS

From: [Tracy Combs](#)
To: [Town Clerk](#)
Subject: Detail for Permit 15-2023
Date: Wednesday, March 13, 2024 4:32:54 PM

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

Claire,

I just dropped off the hard copy but I wanted to double check with you about the timing on the tent installation. I've been back and forth with Wallace but the best they can do is "tent up" Thursday afternoon, "tent down" Sunday morning.

It is not a large tent. See attached for placement on and coverage of the Village Green. It will go as close as it can to the north side, towards the Abby church.

—Do I need to amend the event permit for these dates — nothing has changed as far as the event itself, just the tent.

—Do I need a separate permit for the tent?

—If so should I resubmit for the 18th?

Want to dot all the i's on this and make sure it goes smoothly.

Thanks, lmk

Tracy

Tracy Combs
tracy01combs@gmail.com
(310) 804-7481



TOWN OF MOUNT DESERT
PUBLIC SPACE SPECIAL EVENT APPLICATION

Application Fee - \$10.00

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

PERMIT #: 15-2023 DATE OF EVENT: JULY 27, 2024 TIME: 10 - 4pm

DATE APPLICATION RECEIVED: 7.27.2023

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

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

APPLICANT: GARDEN CLUB OF MT. DESERT
(Print) (Signature)

MAILING ADDRESS: PO BOX 813, NEH 04662

PHONE: 310-804-7481
(Home) (Business)

OTHER CONTACT INFO: tracy.01.combs@gmail.com
(Email) (~~cellular~~)

AGENT: TRACY COMBS [Signature]
(Print) (Signature) (fax)

AGENT MAILING ADDRESS: PO BOX 68, NEH 04662

PHONE: 310-804-7481
(Agent home) (Agent business) (~~Agent cellular~~)

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

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

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

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

OPEN GARDEN DAY 2024 will host 500 guests
viewing 6 private gardens in Seal Harbor.
We are using shuttle buses as much as possible
to reduce traffic. Village Green area will be pick up

Approved this 16th day of October, 2023, by a majority of the Board of Selectmen:

[Signature]

[Signature]

[Signature]
[Signature]

**RELEASE OF LIABILITY, INDEMNIFICATION
AND ASSUMPTION OF RISK AGREEMENT**

This "Release of Liability, Indemnification and Assumption of Risk Agreement" (the "Release") is made by Garden Club of Mt. Desert, a Maine resident/ corporation/ non-profit with a place of business at N/A, Maine _____ ("Releasor"), in favor of the Town of Mount Desert, a municipal corporation located in the State of Maine (the "Town"), its successors and assigns.

In consideration for the Town's permitting Purchaser to enter Town-owned property to host Open Garden Day 2024, Seal Harbor ("the activity"), the undersigned Releasor, representatives, successors, and assigns do hereby and forever (1) discharge and release from all liability, and covenant to defend, hold harmless and indemnify, the Town, its officers, agents, and employees, and its successors and assigns, for any and all actions, causes of action, damages, judgments, claims and expenses, including but not limited to attorneys' fees and costs, that Releasor has or may have against the Town, its officers, agents and employees, and its successors and assigns, for personal injury (including death) and property damage caused by, related to, or arising out of the activity whether said personal injury or property damage is caused in whole or in part by the negligence of the Town or its officers, agents and employees; and (2) hereby promise and covenant that Releasor and its representatives, successors, or assigns will hold the Town harmless and indemnify the Town, its officers, agents, and employees, and its successors and assigns, for any and all actions, causes of action, damages, judgments, claims and expenses, including but not limited to attorneys' fees and costs, that any other person or entity may have against the Town, its officers, agents and employees, and its successors and assigns, for personal injury (including death) and property damage caused by, related to, or arising out of the activity, whether said personal injury or property damage is caused in whole or in part by the negligence of the Town or its officers, agents, and employees, or in whole or in part by my own willful or negligent action or inaction.

Releasor acknowledges that the activity carries with it certain inherent risks, including the risk of personal injury, accident or illness, death or property damage. Releasor further acknowledges that these inherent risks cannot be eliminated even in the exercise of due care. Releasor hereby asserts its participation is voluntary and that it knowingly assumes all such risks.

In witness whereof, Releasor acknowledges that it has read and executed this Release of Liability, Indemnification and Assumption of Risk Agreement, that it fully understand its terms and that the signature below represents a complete and unconditional release of all liability and a binding obligation to defend the Town and to hold it harmless and to indemnify it, in all instances to the greatest extent allowed by law.

Witness: Claire Woolfolk
(signature)
Claire Woolfolk
(printed name)

RELEASOR
By: [Signature]
(signature)
TRACY COMB
(printed name)
It's: chair, Open Garden Day
(title)
Dated: 27 July 23



GARDE-1

OP ID: ANC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: The Lynam Agency, 227 Main Street, Bar Harbor, ME 04609. CONTACT NAME: The Lynam Agency, PHONE: 207-288-3334. INSURER(S) AFFORDING COVERAGE: Liberty Mutual, NAIC #: 11045.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Clubs - Civic, Service Or Social - No Buildings Or Premises Owned Or Leased Except For Office Purposes - Not For Profit

CERTIFICATE HOLDER: TOWN OF MOUNT DESERT. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Application to Town of Mount Desert Selectboard
October 2, 2023

Permit #15-2023

Seal Harbor Village Green on Saturday July 27, 2024

Applicant

Garden Club of MDI

Tracy Combs, Representative

310-804-7481

tracy01combs@gmail.com

In Consultation with

Acting Chief of Police, **David Kerns**. Bar Harbor and
Mount Desert Police Dept.

207-276-5111

Brian Henkel, Mount Desert Department of Public
Works

207-276-5743

director@mtdesert.org

Purpose of permit

The Garden Club's biennial Open Garden Day will take place in Seal Harbor on July 27, 2024. Six private gardens will be open to 750 ticketed visitors from 10 am to 3:30 pm.

This tour raises \$40,000 for dozens of nature and outdoor projects around MDI, like Charlotte Rhoades Butterfly Park, Maine Seacoast Mission, and Wild Gardens of Acadia.

Open Garden Day has taken place every two years since the 90's. This is the first time we have planned to go car-free, using shuttles and vans on the 2.66 mile route along the shoreline of Seal Harbor. We are committed to minimizing traffic and congestion for the community.

The "park once" policy puts cars on the east end of Cooksey Drive. We are requesting use of the Village Green for a 20x50 tent (application for Temporary Structure submitted upon approval of this permit) for registration and box lunch seating.

The following attachments show

- details of entry and exit for visitor parking,
- docent and volunteer parking,
- shuttle route,
- garden locations,
- and suggested police direction areas

Overview

Red shows .75 miles on east Cooksey Drive for parking 200 visitor cars, as well as designated parking for 60 docents and volunteers

Yellow shows exit out Rock Garden Drive (no parking) to Rte 3

Blue shows route of shuttles

Green dots show location of gardens

Orange circles show suggested locations of police and volunteer traffic direction



Shuttle route 2.66 miles from Rock Garden Drive to Little Long Pond gate



Garden locations

#1 McAlpin Farm

Main registration and tours

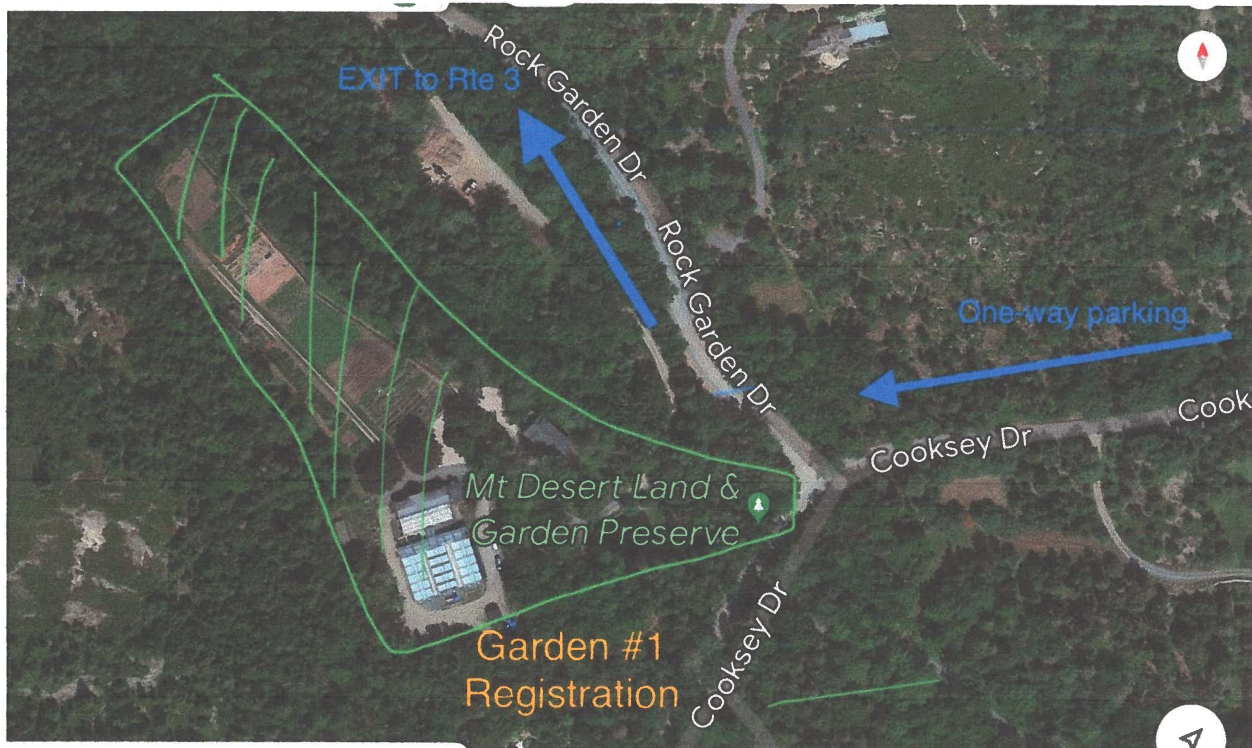
#2 - 65 Cooksey Drive

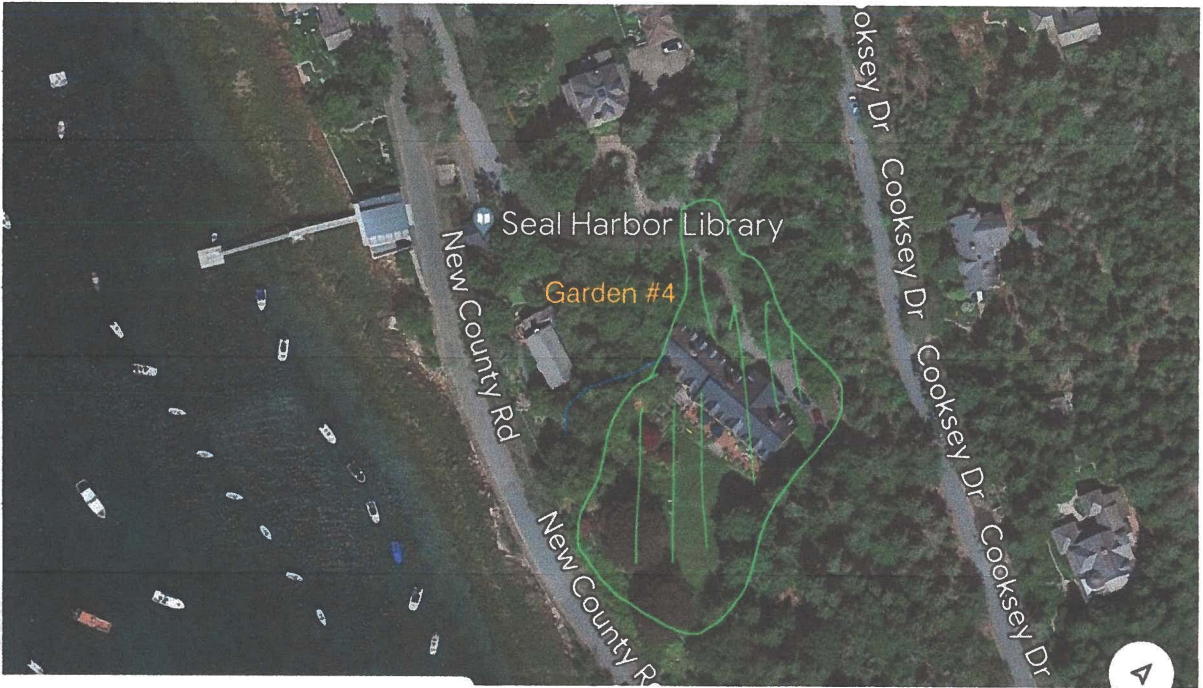
#3 - 60 Cooksey Drive

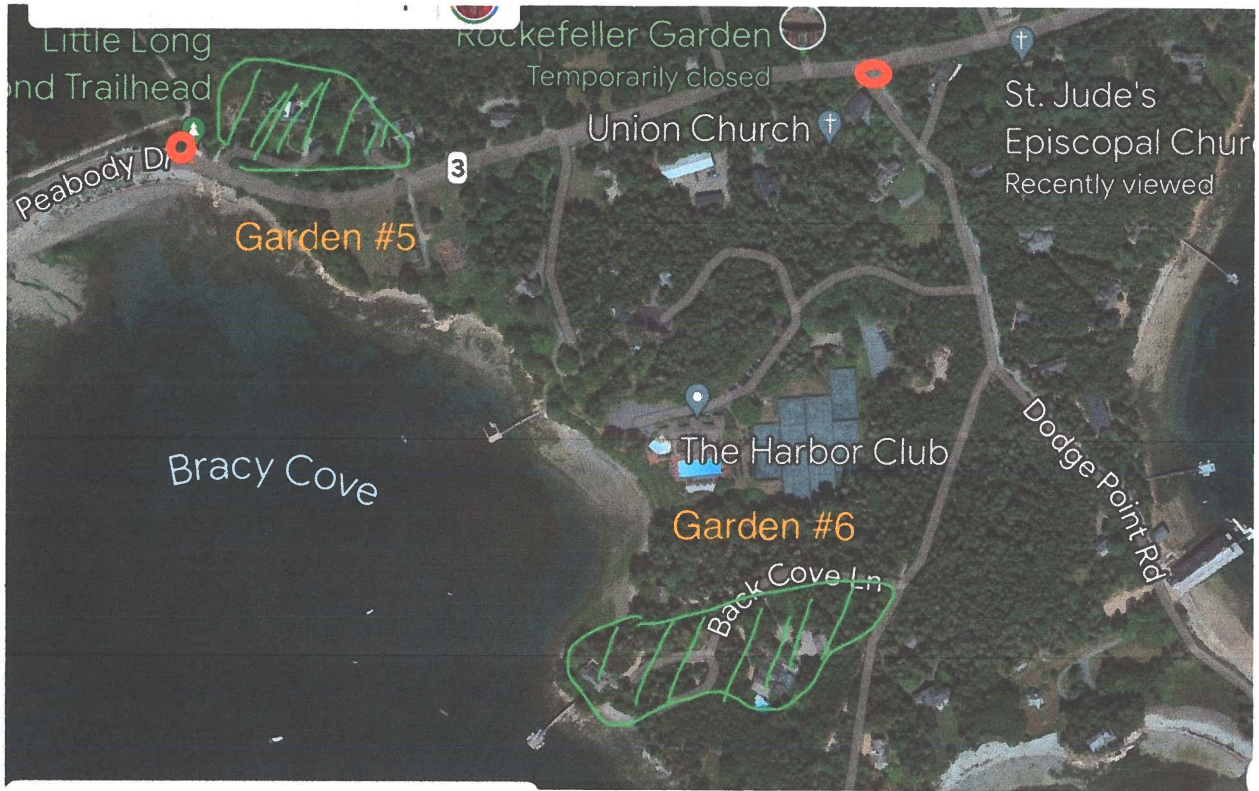
#4 - 16 Cooksey Drive

#5 - 238 Peabody Drive

#6 - 25 Back Cove Lane







Proposed tent on Village Green

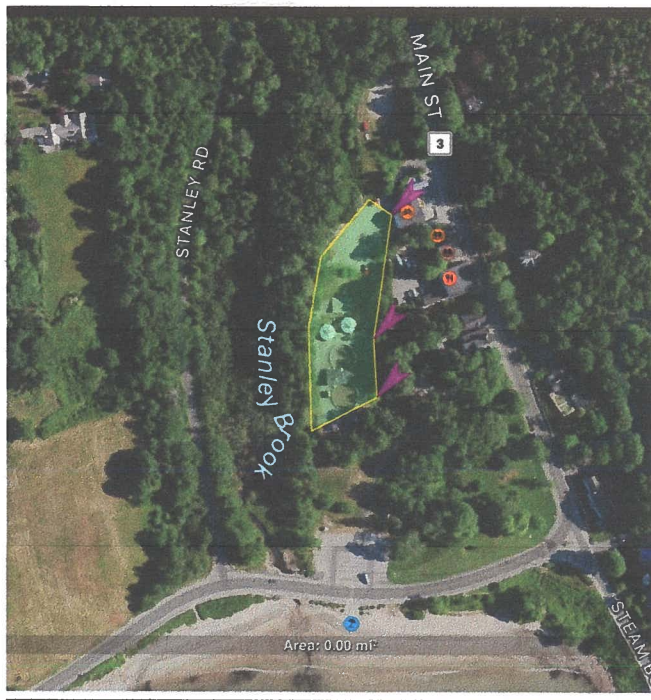
Secondary registration and welcome

Seating for box lunch

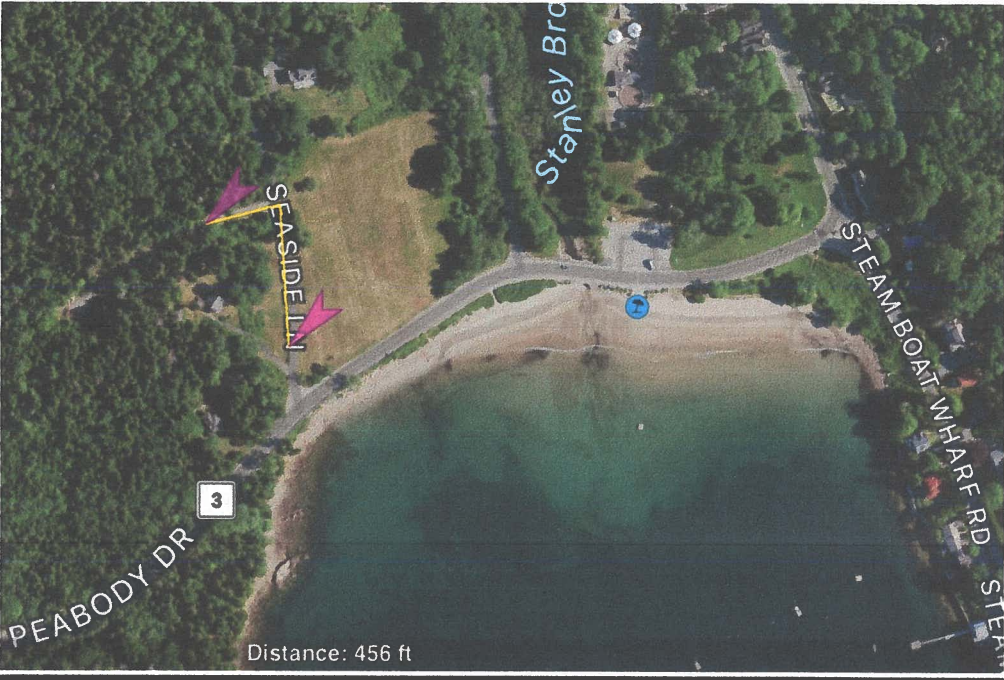
Information on GCMADI partners



Parking for 30 Docent and volunteer cars



Parking for 12 Docent and volunteer cars



NOTES

Visitors generally complete the tour within 2 - 3 hours, evenly spread through the day.. At a maximum of 750 - 800 visitors, allowing at least 2 per car, half in the morning and half in the afternoon, parking for 200+ cars should be sufficient. Police presence is vital to prevent tour traffic on Cooksey Drive west of Rock Garden Drive, allowing residential and Seal Harbor Yacht Club access only, via Steamboat Wharf.

Shuttles are 10 electric Acadia GEMs rated for 35 mph roads. They carry 6 passengers each. They will be supplemented by small 12-passenger sprinter vans. Visitors will be encouraged to carpool to Cooksey Drive parking.

Going forward, it is our hope that more events around MDI will choose the model of reducing the use of private cars.

Respectfully submitted,

Tracy Combs

Edited Thursday 9/28/2023 7am

From: [rosemary matchak](#)
To: [Town Clerk](#)
Subject: Re: Project number one: the tool swap
Date: Friday, March 8, 2024 9:51:12 AM

You don't often get email from rmatchak@hotmail.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.

I think that's right. Meg was planning to head over to see you this morning to update you on this change.

Thanks for all your support! Rosemary

From: Town Clerk <townclerk@mtdesert.org>
Sent: Friday, March 8, 2024 8:08 AM
To: rosemary matchak <rmatchak@hotmail.com>
Subject: Re: Project number one: the tool swap

Rosemary,
This sounds like you don't need the village green any longer.

Let me know so I can remove it from the public spaces calendar if you no longer want it.

Claire

On Mar 7, 2024 4:26 PM, rosemary matchak <rmatchak@hotmail.com> wrote:

Some people who received this message don't often get email from rmatchak@hotmail.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.

Hi Johanna --

Meg, Sarah and I have four projects that we're working on for this spring. Number one is a tool swap on Saturday, April 27 from 9-12. Our aim is to reduce solid waste by giving people an easy way to have their duplicate or no longer used tools gain a longer life by donating, selling or swapping them. This will be our second tool swap. Last year we held our first one on the marina green which really had very limited traffic. This year we are very happy to be teaming up with the library. Our tool swap will now be a joint program. We'll be able to set up on the library lawn and they'll help promote the event. We're working with Zach who is bringing us great enthusiasm and energy. We think it will be a great location, central, more traffic, everyone knows where it is. And the library has a great following and is willing to accept donated tools for two weeks prior to the event which we think will make a huge difference. Hopefully teaming up with the library will bring more community involvement

with our Climate Action Plan.

We would welcome any and all help you can give us in promoting the event on the ACTT website, newsletters and at your other events. I don't know if you have any partner groups who would be willing to put a notice in their newsletters as well. We're hoping to do a lot more promotion this year and know that word of mouth makes a big difference. We'll also be putting notices up around the island as well.

Johanna, thank you. Any ideas, support, person power and advice would be most welcome. I'll try to send an email about a second project later today.

Rosemary

From: Johannah Blackman <johannah.blackman@gmail.com>

Sent: Wednesday, March 6, 2024 12:18 PM

To: Sydney Roberts Rockefeller <sydr8318@gmail.com>

Cc: rosemary matchak <rmatchak@hotmail.com>; John Macauley <jbmacauley3@gmail.com>; Brian Henkel <director@mtdesert.org>; Dennis Shubert <dennis.shubert@gmail.com>; Durlin Lunt <manager@mtdesert.org>; Dwight Lanpher <d.lanpher@lanpherassociates.com>; Gordon Beck <gordonmbeck@gmail.com>; Jennifer M. Buchanan <deputyclerk@mtdesert.org>; Jesse Hartson <jhartson@gardenpreserve.org>; Meg Ashur <ashur.meg30@icloud.com>; Philip Lichtenstein <hbrporpoise@gmail.com>; Sarah March <sarahfmarch@gmail.com>; Sdowling26 <Sdowling26@coa.edu>; Tanvi Koushik <tanvi@aclimatetothrive.org>; Town of Mount Desert <townclerk@mtdesert.org>; Troy <tjulian24@coa.edu>

Subject: Re: Sustainability Committee Agenda Wednesday, February 7, 2024 3:30PM

Hello everyone!

Rosemary, I'm really eager to learn more about your work and plans, especially since the contracted work with ACTT includes paid time to work on the solid waste issue. I am thinking this support could be used to help accelerate your plans!

My family has been dealing with a lot of illness recently as our son brings home everything in his first year of school. I had the flu and wasn't able to rest as my husband was away while I was sick, and then we got the stomach flu before I recovered. My doctor has me working from bed this week, as I've been struggling to bounce back. Otherwise, I'd join you at the library this evening. Perhaps we can find a time to connect soon, Rosemary?

I look forward to our next meeting!

On Wed, Mar 6, 2024 at 8:31 AM Sydney Roberts Rockefeller <sydr8318@gmail.com>

wrote:

good but update the date....

On Wed, Mar 6, 2024 at 8:29 AM rosemary matchak <rmatchak@hotmail.com> wrote:

Good morning -

Just wanted to let everyone know that in lieu of our meeting this afternoon, Meg, Sarah and I are going to meet this evening at 5 in the library to touch base and finalize plans for our recycling and composting ideas. Anyone who would like to join us is welcome. We'll send an update on our plans later this week.

Best,
Rosemary

From: Sydney Roberts Rockefeller <sydr8318@gmail.com>

Sent: Monday, March 4, 2024 8:27 AM

To: John Macauley <jbmacauley3@gmail.com>

Cc: Brian Henkel <director@mtdesert.org>; Dennis Shubert <dennis.shubert@gmail.com>; Durlin Lunt <manager@mtdesert.org>; Dwight Lanpher <d.lanpher@lanpherassociates.com>; Gordon Beck <gordonmbeck@gmail.com>; Jennifer M. Buchanan <deputyclerk@mtdesert.org>; Jesse Hartson <jhartson@gardenpreserve.org>; Johannah Blackman <johannah.blackman@gmail.com>; Meg Ashur <ashur.meg30@icloud.com>; Philip Lichtenstein <hbrporpoise@gmail.com>; Rosemary Matchak <rmatchak@hotmail.com>; Sarah March <sarahfmarch@gmail.com>; Sdowling26 <Sdowling26@coa.edu>; Tanvi Koushik <tanvi@aclimatetothrive.org>; Town of Mount Desert <townclerk@mtdesert.org>; Troy <tjulian24@coa.edu>

Subject: Re: Sustainability Committee Agenda Wednesday, February 7, 2024 3:30PM

I agree. I would like to add Burials to New Business for our next meeting.

Thanks, Sydney

On Mon, Mar 4, 2024 at 6:03 AM John Macauley <jbmacauley3@gmail.com> wrote:

Folks, I have a coaches meeting at 5:00 Weds and won't be able to make our meeting. Given that Phil is out of town this week, and there seems to be nothing pressing at this time, I would suggest we cancel. Thoughts?

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

On Mon, Feb 5, 2024 at 8:10 PM Philip Lichtenstein <hbrporpoise@gmail.com> wrote:

February 5, 2024

Please see the corrected Agenda for Wednesday, February 7th at 3:30PM, the original has the wrong date for the March meeting.

Thanks,

Phil

Phil Lichtenstein
[364 Sound Drive](#)
[Mount Desert, ME 04660](#)
207-276-8121
207-266-1046 Cell
hbrporpoise@gmail.com

On Mon, Feb 5, 2024 at 10:57 AM Philip Lichtenstein <hbrporpoise@gmail.com> wrote:

RE: Sustainability Committee Agenda Wednesday, February 7, 2024 3:30PM

February 5, 2024

Good morning,

Please see the attached Sustainability Committee Agenda for Wednesday February 7th, Climate Action in Mount Desert Update Feedback event, and minutes from 12/21/2023 meeting to be approved.

Please share and ask residents to attend the Climate Action event at the Library following our meeting.

I also want to remind the Committee, that I will be out of town for the March 5th meeting, I am asking to delegate a Committee member to run the meeting.

Thank you,
Phil Lichtenstein

Philip Lichtenstein
[364 Sound Drive](#)
[Mount Desert, ME 04660](#)
hbrporpoise@gmail.com
207-266-1046 Cell
207-276-8121 Home



Memorandum

Date: March 14, 2024
To: Selectboard
From: Brian Henkel, Public Works Director
Re: Somesville Sidewalk Construction Bids

The Town solicited bids for the construction of sidewalks in Somesville on January 26, 2024, the design was authorized at the Annual Town Meeting in 2023. Our consultant contacted numerous contractors to request bids and the Town received only one bid for \$743,690.00 from Gardner Concrete on February 22, 2024 (corrected to \$748,690.00). I was initially concerned about awarding a contract based upon only a single bid and had included an agenda item for the March 4, 2024 Selectboard meeting to reject the bid. That item, at my request, was tabled such that I and the Town's consultant could do some further investigation of the bid amount and the contractor. Since that time, I have met with the Town's consultant, the contractor, and spoken with several organizations with whom the contractor has worked. I am now confident that the Town has received an appropriate bid from a qualified contractor.

While I am asking for the acceptance of this bid, it has come to my attention that I failed to get authorization for the solicitation of this bid in the first place. That error was an oversight on my part, and I apologize to the Selectboard for that oversight.

It is Public Works recommendation that the Selectboard accept the bid from Gardner Concrete in the amount of \$748,690.00 contingent upon approval of funding at the 2024 Annual Town Meeting and further to authorize the Public Works Director, on behalf of the Town, to enter into a contract with Gardner Concrete for the completion of the project.

Cc: Durlin Lunt, Town Manager
Mae Wyler, Finance Director
Claire Wolfolk, Town Clerk

Enclosures: Bid – Somesville Gardner Concrete

SECTION 00 41 43 - BID FORM - UNIT PRICE

Bid Submitted To: Town of Mount Desert
PO Box 248
Northeast Harbor, ME 04662

Project Name: Somesville – 102 Main Street – New Sidewalk

Project No. C-0992

Date: 2/22/24
Submitted by: Gardner Concrete
(Full name and Address) Bryden A. Gardner
PO Box 2104 Bangor, ME 04402

1.1 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this Bid Form in lawful money of the United States of America.

We have included the Bid security as required by the Instructions to Bidders.

Any applicable taxes have been included in Unit Prices.

Any Cash and Contingency Allowances are included in the Unit Prices.

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 30 days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award
- Commence Work within 30 days of acceptance of Contract Signing or Start Date as specified.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will: Commence on Dates specified.

Substantially Complete the Work by May 28, 2026.

1.4 UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed: Where quantity is not listed contractor MUST supply estimated quantity for that work task item.

10	Geotextile Fabric Mirafi 160 N	SY	20.00	370	\$ 7,400.00
11	Rip Rap, 4"-6" Angular Silt Loam Mix, With Seed Station 273+50	CY	300.00	40	\$ 12,000.00
12	Rip Rap 4" Angular	CY	300.00	50	\$ 15,000.00
	Storm Drainage				
13	Type F, 24" Square HS20 Basin Frame and Grate	EA	5,000.00	2	\$ 10,000.00
14	10" SDR35 Storm Drain Perforated Pipe	LF	150.00	213	\$ 31,950.00
15	6" SDR 35 Storm Drain From 10" along back of Walk	LF	60.00	260	\$ 15,600.00
16	12" Square Nylo-Plast Basin Frame and Grate (6" outlet)	EA	1,300.00	5	\$ 6,500.00
17	Ledge Removal, Trench	CY	700.00	50	\$ 35,000.00
	Curb Installation				\$
18	Type 1 Granite Curb 7" Reveal Set in Concrete	LF	130.00	919	\$ 119,470.00
19	8' Granite Curb Taper	EA	1,500.00	25	\$ 37,500.00
	Asphalt Surface Preparation				
		CY	50.00	CY	50.00
20	MDOT Type A Shoulder and Sidewalk Base	CY	70.00	198	\$ 13,860.00

	Miscellaneous				
30	Remove Reset Signage	LS	5,000.00	1	\$ 5,000.00
31	Reset Granite Steps 273+00, 273+75	LS	2,500.00		\$ 2,500.00
32	Detectable Warning Field at Crosswalk	EA	3,500.00	1	\$ 3,500.00
33	Sidewalk Ends Signage	EA	600.00	1	\$ 600.00
				Total Base Bid	\$ 743,690.00
	Quantities Basis In Place Measurement				

1.5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price

Addendum No. 1... Dated. 2/9/24

Addendum No. Dated.....

1.6 APPENDICES

A. The following documents are attached to and made a condition of the Bid:

- Bid security in form of Bid Bond
- List of Proposed Subcontractors
- List of Proposed Suppliers

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at Town of Mount Desert Town Office and Website. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into its Bid Package, and to reference the Amendment number and the date on the form below. The Municipality will not post Bid Amendments any later than 3 days before Bid opening without individually notifying all the planholders.

Amendment Number	Date
#1	2/9/24

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

2/22/24
Date

CONTRACTOR

Bryden A. Gardner
Signature of authorized representative

Bryden A. Gardner, Owner
(Name and Title Printed)

BID BOND

FCCI Insurance Company
6300 University Parkway, Sarasota, FL 34240-3224

CONTRACTOR:

(Name, legal status and address)

Bryden A. Gardner DBA Gardner Concrete
PO Box 2104
Bangor, ME 04402

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$800,000.00

PROJECT:

(Name, location or address, and Project number, if any)

Somesville New Sidewalk Improvements, Town of Mount Desert.

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-3224

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2024.

Bryden A. Gardner DBA Gardner Concrete

Bryden A. Gardner
(Principal) (Seal)

Bryden A. Gardner, Owner

(Title)

FCCI Insurance Company

Michael Varney
(Surety) (Seal)

Michael Varney, Attorney-In-Fact

(Title)

B Alan Gardner
(Witness)

Robert A. Hunt
(Witness)



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Timothy Varney; Michael Varney; Andrew Howard; Doreen Vorias

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

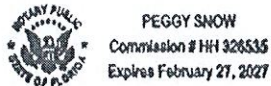


Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 22nd day of February, 2024

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



ADDENDUM #1
Somesville New Sidewalk Improvements -

Issued to: Contractors

Project: Somesville New Sidewalks Improvements

From: Greg Johnston P.E., G. F. Johnston & Associates – *Consulting Civil Engineers*
Frank Vickerson, Assistant Engineer, G. F. Johnston & Associates

This Addendum forms a part of the Contract described above. The original Bid document will remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below and by noting this Addendum on their Bid Form, Section 1 – Notice to Contractors.

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

Firm Name: Gardner Concrete
Bryden A. Gardner
Authorized Signature
By: Bryden Aaron Gardner
Title: Owner



In Addendum #1-

- A) The Bid Specification – Standard General Conditions – Article #2 – 2.04
 - Construction Substantially Complete by November 26, 2025
 - Construction Completion by May 28, 2026.
- B) Vertical Granit curbing – Sheet D-1

A - Reference Portion of Addendum #1 was:

Article 2 – Preliminary Matters - Sec 2.04 - Contract Times commence on October 21, 2024 and stop for Summer by May 29, 2025, to Restart October 20, 2025 and be **Substantially Completed by May 28, 2028.**

Corrected to:

Substantially Completed by November 26, 2025, and Final Completed by May 28, 2026.

Title Page are correct.

B- Reference Portion of Addendum #1 was:

Plan Set – Sheet D-1 - MDOT TYPE 1 CURB DETAIL – N.T.S

- 6” x 16” Vertical Granite Curbing

Corrected to:

5” x 16” Vertical Granite Curbing is permitted

SOMESVILLE SIDEWALK - ADDENDUM

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

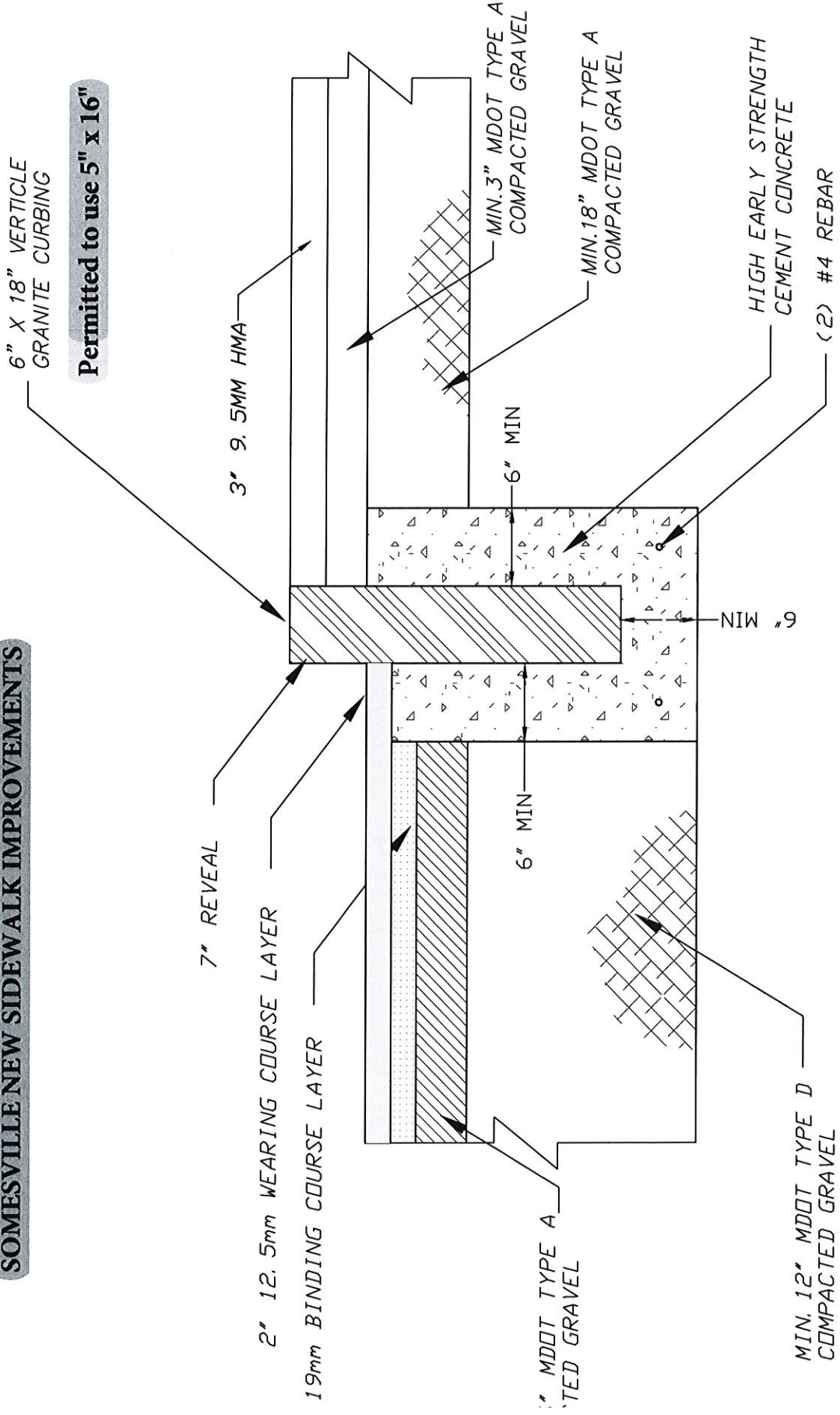
2.04 *Contract Times commence on October 21, 2024, and stop for Summer by May 29, 2025, to Restart October 20, 2025 and be Substantially Completed by ~~May 28, 2028.~~ **November 26, 2025, &***

completed by May 28, 2026

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

STA. 268+33 TO 269+19

SOMESVILLE NEW SIDEWALK IMPROVEMENTS



INSTALL JO.
SEALER
BACK PR.
BACKFILL,

DETAIL SHEET D-1

MDOT TYPE 1 CURB DETAIL N.T.S.

Somesville New Sidewalk Improvements

The Town of Mount Desert

Specifications and Contract Documents

Bid out	January 26, 2024
Bids Returned	February 22, 2024, 2 pm
Start Date	October 21, 2024
Summer Shut Down	May 29, 2025
Re-Start	October 20, 2025
Substantially Complete	November 26 th , 2025
Complete	May 28, 2026

Client

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

Prepared by



G.F. Johnston & Associates
Consulting Civil Engineers
P.O. Box 197
Southwest Harbor, Maine 04679
207-244-1200

NEW BUSINESS

TOWN OF MOUNT DESERT
PUBLIC SPACE SPECIAL EVENT APPLICATION

Application Fee - \$10.00

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

PERMIT #: 3-2024 DATE OF EVENT: 5/27/24 TIME: 10 AM - 1 PM

DATE APPLICATION RECEIVED: 3-1-2024 # Expected to attend 400

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

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

APPLICANT: THE NEIGHBORHOOD HOUSE
(Print) (Signature)

MAILING ADDRESS: PO BOX 332, NEH, ME 04822

PHONE: 207.276.5039
(Home) (Business) (cellular)

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

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

AGENT MAILING ADDRESS: SAME AS ABOVE

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

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

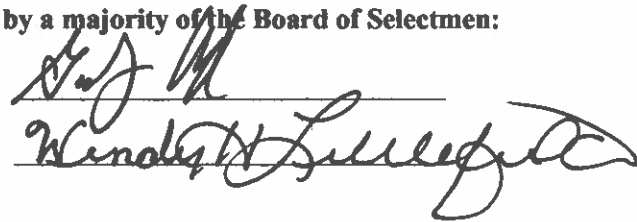
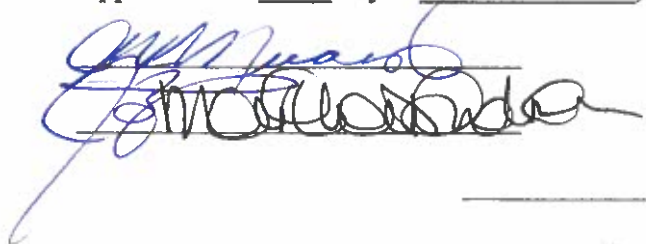
What is the tax status of the applicant? (Non-profit) NON-PROFIT

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

USE REQUESTED (Applicant, review the Public Space Use Policy, then explain what you want to do)
ANNUAL MEMORIAL DAY BBQ FOLLOWING THE PARADE AND MEMORIAL CEREMONY.

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

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





Memorandum

Date: March 14, 2024
To: Selectboard
From: Brian Henkel, Public Works Director
Re: Seal Harbor Sidewalk Construction Bids

The Town solicited bids for the renovation of sidewalks in Seal Harbor on January 26, 2024, the design was authorized at the Annual Town Meeting in 2023. Our consultant contacted numerous contractors to request bids and the Town received two bids on February 22, 2024, one for \$491,647.00 from C+C Lynch Excavation, LLC and one for \$649,332.47 from Holyoke Construction, Inc. C+C Lynch Excavation is the apparent low bidder.

While I am asking for the acceptance of a bid, it has come to my attention that I failed to get authorization for the solicitation of this bid in the first place. That error was an oversight on my part, and I apologize to the Selectboard for that oversight.

It is Public Works recommendation that the Selectboard accept the bid from C+C Lynch Excavation, LLC in the amount of \$491,647.00 contingent upon approval of funding at the 2024 Annual Town Meeting and further to authorize the Public Works Director, on behalf of the Town, to enter into a contract with C+C Lynch Excavation, LLC for the completion of the project.

Cc: Durlin Lunt, Town Manager
Mae Wyler, Finance Director
Claire Wolfolk, Town Clerk
Enclosures: Bid – Somesville Gardner Concrete

SECTION 00 41 43 - BID FORM - UNIT PRICE

Bid Submitted To: Town of Mount Desert
PO Box 248
Northeast Harbor, ME 04662

Project Name: Seal Harbor Sidewalk Replacement

Project No. C-0992.1

Date: 22 FEB 24

Submitted by: Cameron Lynch C/O Lynch excavation
(Full name and Address) 405 Peaks Hill Rd Seal Harbor, ME

1.1 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this Bid Form in lawful money of the United States of America.

We have included the Bid security as required by the Instructions to Bidders.

Any applicable taxes have been included in Unit Prices.

Any Cash and Contingency Allowances are included in the Unit Prices.

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 30 days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award
- Commence Work within 30 days of acceptance of Contract Signing or Start Date as specified.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will: Commence on Dates specified.

Substantially Complete the Work by May 28, 2025.

1.4 UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed: Where quantity is not listed contractor MUST supply estimated quantity for that work task item.

	ITEM DESCRIPTION	UNIT QUANTITY	UNIT PRICE	QUANTITY (APPROXIMATE)	ITEM VALUE
1	Mobilization (Maximum 5% of Total MDOT 659.10)	LS	\$21,500.00	1	\$ 21,500.00
2	Temporary Facilities, Trailers. Bathroom	LS	\$7,500.00	1	\$ 7,500.00
3	Traffic Control/ Signage	LS	\$3,500.00	1	\$ 3,500.00
4	Flagging, Traffic Control	DAY	\$1,305.00	95	\$ 123,975.00
5	Erosion Control Installation and Maintenance. Include Jute mesh to protect finish grading	LS	\$3,500.00	1	\$ 3,500.00
	Sidewalk Preparation				
6	Saw cut Existing Pavement along ETW (Twice, before and after excavation) 846 Linear Feet (Inc 46 ft Island)	LS	\$1.00	18,000	\$ 18,000.00
7	Common Excavation, Removal of Pavement To bottom of Curb elevation to back of walk	CY	50	394	\$ 19,700.00
8	Base Gravel MDOT Type B. Compacted and In place	CY	60	322	\$ 19,320.00

9	Geotextile Fabric Mirafi 160 N	SY	10	150	\$ 1,500.00
	Curb Installation				\$
10.1	8" Wide Concrete Curb, Sidewalk Retainment (Sta 2+15—3+76)	LF	160	161	\$ 25,760.00
10	Type 1 Granite Curb 7" Reveal Set in Concrete (Inc. 48' Island)	LF	150	824	\$ 123,600.00
11	8' Granite Curb Taper (Inc. 4 -8' at Island)	EA	1,600	7	\$ 11,200.00
	Asphalt Surface Preparation				
12	MDOT Type A Shoulder and Sidewalk Base	CY	70	78	\$ 5,460.00
13	HMA 19 mm Road Binder Course 3"	TON	275	43	\$ 11,825.00
14	HMA 9.5 mm Road Surface Course 2" (includes 12" lap joint)	TON	275	41	\$ 11,275.00
15	HMA 9.5 mm 3" deep Sidewalk Surface Sidewalk Paver Equipment Required.	TON	275	62	\$ 17,050.00
16	Concrete Sidewalk match Ex. Width 5 ft approx.. wide.	LF	100	280	\$ 28,000.00
17	Testing and Material Gradation	AL	2,000	1	\$2000

	Site Restoration				
18	Cedar Post and 3 Rail Fence, 6" dia. Post w/ mounting hardware	LF	73	410	\$ 29,930.00
19	Loam and Seed 4" Disturbed areas covered in jute mesh	CY	80	25	\$ 2,000.00
20	White Line 4" Wide (Inc 50 lf Island)	LF	2	346	\$ 692.00
21	Remove Reset Signage	LS	2,500	1	\$ 2,500.00
22	Detectable Warning Field at Crosswalk	EA	1,500	1	\$ 1,500.00
23	Stripe Entrances at Island (at Island 90 LF)	LS	360	1	\$ 360.00
				Total Base Bid	\$ 49,647.00
	Quantities Basis In Place Measurement				

1.5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price

Addendum No. ...1... Dated...2-9-29

Addendum No. Dated.....

1.6 APPENDICES

- A. The following documents are attached to and made a condition of the Bid:
- Bid security in form of Bid Bond
 - List of Proposed Subcontractors
 - List of Proposed Suppliers
 - Evidence of authority to do business in the State of Maine; or a written covenant to obtain such license within the time for acceptance of Bids;
 -
 -

1.7 BIDDER CERTIFICATION

The Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract.

1.8 BID FORM SIGNATURES

The Corporate Seal of

C+C Lynch Excavation, LLC.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of

[Signature]

(Authorized signing officer and title)

(Seal) Cameron Lynch

.....

END OF DOCUMENT

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at Town of Mount Desert Town Office and Website. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into its Bid Package, and to reference the Amendment number and the date on the form below. The Municipality will not post Bid Amendments any later than 3 days before Bid opening without individually notifying all the planholders.

Amendment Number	Date
1	2-9-24

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

Feb 22, 2024
Date

CONTRACTOR

Signature of authorized representative
Cameron Lynch, Owner
(Name and Title Printed)

Subcontract/Supplier List

Seal Harbor Sidewalks

1. E. J. Prescott	Supplier
2. Streets Landscape	Subcontractor
3. Curbsol	Subcontractor
4. American Concrete	Subcontractor



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

NICOLE KNOWLES, REBECCA WHITE of RUMFORD, ME

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of April, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of April, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



95-0131

Signed and sealed at the City of Brookfield, WI this 22nd day of February, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 11008 (6-93)

UNITED INSURANCE

BID BOND

Old Republic Surety Company
411 Hackensack Avenue, Suite 200, Hackensack, NJ 07601

CONTRACTOR:

(Name, legal status and address)

C & C Lynch Excavating, LLC
PO Box 759
Brewer, ME 04412

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
411 Hackensack Avenue, Suite 200
Hackensack, NJ 07601

BOND AMOUNT: Five Percent of Attached Bid

PROJECT:

(Name, location or address, and Project number, if any)

Seal Harbor Replacement Sidewalk

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2024.

C & C Lynch Excavating, LLC



(Principal)

(Seal)

(Witness)

Cameron Lynch, President

(Title)

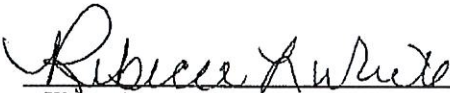
Old Republic Surety Company



(Surety) Nicole Knowles

Attorney-In-Fact

(Title)



(Witness)

File No. 20155135DC Pages 2

Fee Paid \$ 175

DCN 2151701600001 DLLC

-----FILED-----

06/18/2015

MAINE
LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF FORMATION

Jake R. Flynn
Deputy Secretary of State

A True Copy When Attested By Signature

Jake R. Flynn
Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:

C & C Lynch Excavation, LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "LLC," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" - see 31 MRSA 1508.)

SECOND: Filing Date: (select one)

- Date of this filing; or
- Later effective date (specified here): _____

THIRD: Designation as a low profit LLC (Check only if applicable):

- This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:
 - A. The company intends to qualify as a low-profit limited liability company;
 - B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
 - C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
 - D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):

- This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(Type of professional services)

FIFTH: The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: _____

(Name of commercial registered agent)

Noncommercial Registered Agent

Gregory P. Dorr

(Name of noncommercial registered agent)

61 Main Street, Bangor, Maine 04401

(physical location, not P.O. Box – street, city, state and zip code)

P.O. Box 738, Bangor, Maine 04402-0738

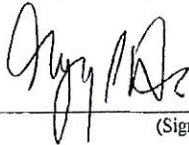
(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit _____, and made a part hereof.

****Authorized person(s)**

Dated June 16, 2015



(Signature of authorized person)

Gregory P. Dorr, Attorney-in-Fact

(Type or print name of authorized person)

(Signature of authorized person)

(Type or print name of authorized person)

***Examples** of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)

****Pursuant to 31 MRSA §1676.1.A, Certificate of Formation MUST be signed by at least one authorized person.**

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

**Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752**

Email Inquiries: CEC.Corporations@Maine.gov

**C & C LYNCH EXCAVATION, LLC
LIMITED LIABILITY COMPANY AGREEMENT**

This Limited Liability Company Agreement of C & C Lynch Excavation, LLC, a limited liability company organized in accordance with 31 M.R.S.A. §1501, et seq. is made and entered into by Caleb Lynch and Cameron Lynch, [the "Member(s)"], as of this 18th day of June, 2015.

Recitals

A. On June 18, 2015, a Certificate of Formation was filed with the Secretary of State of Maine ("Certificate") for the formation of a limited liability company known as C & C Lynch Excavation, LLC (the "Company"). The Certificate conformed to the requirements of 31 M.R.S.A. §1501, et seq. (the "Act").

B. The Members have executed this Agreement to document all understandings with respect to the affairs of the Company and the conduct of its business. They intend that this Agreement, together with the Certificate and any amendments to either this Agreement or the Certificate, shall be the complete documentation of the formation and governance of the Company's affairs.

AGREEMENT

In consideration of his acts, capital contributions and covenants, the Members agree as follows:

**Article 1
Formation**

Section 1. Name. The name of the Company shall be C & C Lynch Excavation, LLC.

Section 2. Business. The Company is to be formed to engage in any lawful act, business or activity for which the Company may be formed under the laws of the State of Maine.

Section 3. Term. This Company shall have a perpetual duration, subject to termination and dissolution as set forth in this Agreement.

Section 4. Registered Agent. The name and address of the Company's initial statutory agent shall be:

Gregory P. Dorr
61 Main Street, Suite 1
Bangor, ME 04401

Section 5. Place of Business. The Company's address and principal place of business shall be:

405 Peaks Hill Road
Dedham, Maine 04429

Article II Members

Section 1. Schedule of Members. The Company shall maintain a Membership Schedule showing the full names, last known addresses, initial capital contributions (including any contributed property) and membership interests of each Member of the Company. The initial Membership Schedule is attached as Exhibit A to this Agreement which shall be updated as necessary to reflect the admission, withdrawal or other activities of the Members from time to time.

Section 2. Limited Liability. No Member shall be personally liable for any loss, debt, obligation or other liability of the Company (including without limitation, any judgment, decree, or order of any court) unless the Member independently accepts and consents to be bound by that liability.

Section 3. Voting. Each Member shall have one vote for each membership interest or unit which the Member owns. In the event of a tie vote, there shall be a deadlock. In the event of a deadlock, any Member ("Offering Member") may offer to sell to the other Member(s) his, her or its interest in the Company for an amount set by the Offering Member or for an amount mutually satisfactory to all Members. In the event that a buy out of the Offering Member cannot be agreed upon by the Members, the Company shall be dissolved in accordance with Article VII of this Agreement.

Section 4. Quorum and Adjournments. Except as may be otherwise provided by law or by this Agreement, a majority of the Members of the Company shall constitute a quorum competent to act for the Company.

Article III Management Rights, Powers and Duties

Section 1. The Company shall be managed by the Members. The Members may, by vote or by unanimous consent, delegate management authority to one or more Members.

Section 2. Meetings of and Voting by Members.

(A) Meetings; Quorum; Proxies. A meeting of the Members may be called at anytime by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the person calling the meeting. Not less than seven (7) nor more than sixty (60) days before each meeting, the person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each

Member who is entitled to notice waives notice if, before or after the meeting, the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of the Members, the presence in person or by proxy of Members holding at least one-half of the interests in profits or losses then held by members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by his or her duly authorized attorney in fact.

(B) Act of Company. Except as otherwise provided in this Agreement, wherever this Agreement requires the approval of the Members, the affirmative vote of a majority of the Members shall be required to approve the matter.

(C) Written Consent. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members.

Section 3. Personal Services. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by all the Members, no Member shall be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

Section 4. Duties of Parties.

(A) Each Member shall devote such time to the business and affairs of the Company as is necessary to carry out the business of the Company as determined by the Members.

(B) Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member to conduct any other business or activity whatsoever.

Section 5. Liability and Indemnification. A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement. The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

Section 6. Limitations on Powers of Members. No Member shall have authority to do any of the following except as authorized by all the Members: (a) amend the Certificate of Formation; (b) amend this Agreement; (c) admit new Members; (d) approve the transfer of a Member's interest; (e) sell or otherwise dispose of all or substantially all of the assets of the Company; (f) finance, refinance or otherwise amend the terms of any indebtedness placed on any real estate owned or to be owned by the Company; (g) in the name of the Company or a Member, become an endorser, surety, guarantor, or indemnitor for any person or entity, or otherwise assume or act as an accommodation party for the account or benefit of any person or entity; (h) use the name, credit, or assets of the Company for his or her personal benefit or the benefit of any other person or entity; (i) compromise or release without payment in full any claim or debt

due the Company; (j) sell, lease, grant a security interest in or otherwise encumber any other interest in the Company's real or personal property or enter into any contract for the same; (k) borrow money in the name of the Company; (l) knowingly cause or allow anything to be done whereby Company property may be attached or taken in execution, or pledge Company credit or use any of its money or property except in the ordinary course of business and for the account and benefit of the Company; (m) any other act requiring a majority or the unanimous consent of the Members pursuant to Maine law; (n) acquire real, personal, tangible or intangible property for the operation of the company; and (o) employ, retain, or secure the services of any employee, accountant, attorney, or others deemed necessary by the Members.

Article IV Capital; Profits and Losses

Section 1. Initial Capital Contributions. The Members acknowledge that they have made the Initial Capital Contribution shown in the Membership Schedule attached. The Members shall not be obligated to make any additional capital contributions other than those provided in this paragraph. The Members shall have no right to: (a) receive interest on any capital contribution; (b) withdraw any capital contribution; or (c) receive a guaranteed return of any portion of his or her capital contribution either in cash or in other property (and each Member expressly acknowledges that all returns of capital contributions, if any, shall be paid solely from assets of the Company).

Section 2. Capital Accounts. The Company shall create a separate Capital Account for each Member which shall be maintained in accordance with the capital accounting rules of Treasury Regulation Section 1.704-1(b)(2)(iv), and subsequent amendments, and this Section. The Members may vary from the provisions of this Section to the limited extent they deem it necessary or prudent in order to assure continued compliance with the Treasury Regulations. The transferee of any membership interest shall succeed to the capital account of the transferor with respect to the specific membership interest or units transferred.

(A) Each Member's Capital Account shall be credited with: (i) the Member's initial capital contribution and any additional capital contribution; (ii) the fair market value of property contributed by the Member (net of liabilities assumed by the Company and liabilities to which the distributed property is subject); and (iii) all income (including income exempt from tax) and gain allocated to the Member.

(B) Each Member's Capital Account shall be debited with: (i) any cash distributed to the Member; (ii) the fair market value of property distributed to the Member (net of liabilities assumed by the Member and liabilities to which the distributed property is subject); (iii) all losses and other deductions allocated to the Member; and (iv) the Member's distributive share of Company expenditures which are not deductible in computing taxable income (these amounts shall be determined in accordance with this Agreement and Section 704(b) of the Internal Revenue Code) (the "Code").

Section 3. Compliance with Section 704(b) of Code. The provisions of this Article which relate to the maintenance of capital accounts are intended, and shall be construed and, if

necessary, modified to cause the allocation of profits, losses, income, gain and credit pursuant to this Agreement to have substantial economic effect under the Treasury Regulations promulgated under §704(b) of the Code, in light of the capital contributions and distributions made pursuant to this Agreement. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation.

Section 4. Profits and Losses. All Company profits and losses shall be allocated to Members as follows:

(A) All profits shall be allocated to the Members in accordance with their respective membership interests.

(B) All losses shall be allocated to the Members in accordance with their respective membership interests.

The terms "profits" and "losses" shall mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with the Internal Revenue Code of 1986 (the "Code"), as amended, with the goal that the Company be treated for tax purposes as a partnership under the Code.

Section 5. Cash Flow. The "cash flow of the Company" for each fiscal year or other period shall be equal to the net profits or net losses of the Company for such year or period, determined in accordance with Article IV, Section 4, above, plus:

(A) depreciation and other noncash charges deducted in determining such net profits or net losses;

(B) the net cash proceeds resulting from any financing or refinancing of Company property or the sale of any Company property received during such year or period, and minus:

(C) principal payments made during such year or period on Company loan;

(D) any other cash expenditures made during such year or period which have not been deducted in determining the net profits or net losses of the Company for such year or period; and

(E) any amount reasonably determined by a majority in interest of the Members to be required to maintain sufficient working capital and/or a reserve for repairs, replacements, unforeseen circumstances, construction and/or acquisition costs.

The cash flow of the Company shall be determined for each fiscal year and, as so determined, shall, in proportion to their respective interests in the Company, be distributed to the Members as often as determined by a majority of the Members.

Section 6. Fiscal Year. The fiscal year of the Company shall be the calendar year.

Article V Additional Funds

Section 1. New Capital or Loans. The Members acknowledge that the capital invested and the income produced by the assets to be owned and managed by the Company may be insufficient to fully exploit the Company's assets and that additional funds may be required to fully exploit the Company's assets and opportunities. If additional funds are required to fund operations, to pay for the plans and programs of the Company or to pay for capital expenditures of the Company, such additional funds shall be advanced to the Company by the Members in proportion to the capital interest each Member then holds in the Company. Such additional funds advanced to the Company shall be treated as additional capital contributions or loans, as determined by a majority of the Members.

Section 2. Member's Failure to Make Additional Contributions. If a Member fails to pay within ninety (90) days of request therefore pursuant to Section 1 hereof, all or any portion of any additional funds requested by the Company, any non-defaulting Member(s) may pay on a pro rata basis, if applicable, the unpaid amount of the defaulting Member's capital contribution (the "Unpaid Contribution"). To the extent the Unpaid Contribution is contributed by any other Member(s), the defaulting Member's percentage interest shall be reduced and the percentage interest of each Member who makes up the unpaid contribution shall be increased so that each Member's percentage is equal to a fraction the numerator of which is that Member's total capital contribution and the denominator of which is the total capital contributions of all Members. This remedy is in addition to any other remedies allowed by law or by this Agreement.

Article VI Restrictions on Member's Transferability

Section 1. New Members. A new Member, whether by purchase of an existing Member's interest or otherwise, may be admitted into the Company only if: (i) all the Members approve of such admission; and (ii) said new Member executes such instruments as the other Members determine are necessary or desirable to effect such admission and to confirm the agreement of the person or entity being admitted to be bound by all of the covenants, terms and conditions of this Agreement then in effect. Said new Member shall receive a capital interest and an interest in the undistributed net profits and net losses and cash flow of the Company in an amount to be determined by all the Members at the time of said admission.

Section 2. Withdrawal from the Company. The Company shall have no obligation to purchase some or all of an interest held by a Member except as provided herein.

Section 3. Restrictions on Transfer and Encumbrance; Right of First Refusal.

(A) Except as otherwise specifically permitted pursuant to the provisions of this Agreement, each of the Members agrees that he or she will not, without the prior written consent of all of the Members, transfer any interest in, assign, sell, give, pledge, hypothecate or otherwise encumber his or her interest in the Company ("Interest"), whether voluntary or involuntary, and

any attempt to do any of the foregoing without such prior written consent shall be null and void and of no effect.

(B) In the event of a proposed sale or other disposition for value to an outside party of all or any portion of his or her interest by any Member (the "Seller") whether voluntary or involuntary, advance written notice thereof shall be given by certified mail, return receipt requested, to the other Members, specifying the name of the prospective purchaser or transferee, the extent of the interest proposed to be sold or otherwise disposed of (the "Offered Interest"), and the price and all other terms and conditions of the proposed transaction.

For a period of sixty (60) days after the receipt of said notice, the Company shall have the first right and option to purchase the entire Offered Interest on the same terms as are set forth in the notice upon the affirmative vote of all of the remaining Members. If the Company fails or refuses to purchase the Offered Interest within said sixty (60) day period, the remaining Members shall have an additional thirty (30) days to purchase the Offered Interest upon the same terms, in proportion to their respective membership holdings, or in such other amounts as they may agree in writing upon the affirmative vote of a majority in interest of the Members. If after such period, the remaining Members fail or refuse to purchase the Offered Interest, then the Seller shall be able to sell the Offered Interest subject to provision VI.1. herein.

Section 4. Transfers in Violation of Agreement. If a non-Member shall seek directly or indirectly to obtain an interest in the Company whether by execution or otherwise or if any Member makes an assignment for the benefit of his or her creditors or transfers part or all of his or her interests in the Company in violation of this Agreement or if any other event shall occur that were it not for the provisions of this Agreement would cause the Member's interest in the Company or any part of his or her interest to be sold, assigned or otherwise transferred voluntarily or involuntarily under circumstances that would not bring the transfer within this Agreement, such a transfer shall constitute a transfer of economic rights only and shall not constitute a transfer of full membership rights. The transferee or assignee of any Member's interest shall have no right to participate in the management of the business and affairs of the Company or to become a Member unless all the Members approve, in writing, the transfer or assignment to the transferee or assignee and such transferee or assignee otherwise complies with provision VI.1. of this Agreement.

Section 5. Cash Flow Distribution. Following the death of a Member, the Estate of the deceased Member shall be entitled to receive the deceased Member's proportionate share of the cash flow of the Company for that part of the Company's fiscal year that elapsed prior to the deceased Member's death.

Article VII Dissolution and Termination

Section 1. Termination of the Company. The Company shall be terminated and dissolved upon:

(A) The consent of the Members of the Company;

(B) The death, insanity, bankruptcy, retirement, resignation or expulsion of any Member, unless the Company is continued by the consent of the other Members of the Company if it has just two Members, but if there are more than two Members, not less than a majority in interest of the remaining Members;

(C) The sale of all or substantially all of the assets of the Company; or

(D) Upon the entry of a decree of judicial dissolution under Maine law.


Upon the termination of the Company as herein provided, a full and general accounting shall be taken of the Company's business, and the affairs of the Company shall be wound up. Any net profits or net losses earned or incurred since the previous accounting shall be allocated among the Members. The Members shall wind up and liquidate the Company by selling the Company's assets and distributing the net proceeds therefrom, in cash, after the payment of all Company liabilities (including expenses and fees incurred in connection with the sale of assets and liquidation), to the Members in proportion to the positive balances in their capital accounts.

Section 2. Continuing Governance. In the event of a dissolution of the Company, the business affairs of the Company shall continue to be governed by the terms of this Agreement during the winding up of the Company's business and affairs.

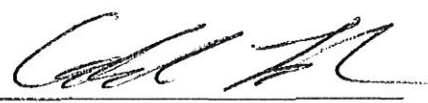
Article VIII Amendments

Section 1. Vote for Amendments. This Agreement or the Certificate of Formation of this Company may be amended, restated, or a new agreement or certificate may be adopted, by a writing, signed by all the Members.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement on the day and year first above written.




Witness



Caleb Lynch



Witness



Cameron Lynch

EXHIBIT A

Revised Membership Schedule

C & C Lynch Excavation, LLC

<u>Name, Address and Tax ID. Number</u>	<u>Initial Capital Contribution</u>	<u>Membership Interest</u>
Caleb Lynch 405 Peaks Hill Road Dedham, Maine 04429 SSN: ████████████████████	\$ 245.00	490 units
Cameron Lynch 405 Peaks Hill Road Dedham, Maine 04429 SSN: ████████████████████	\$ 255.00	510 units

SECTION 00 41 43 - BID FORM - UNIT PRICE

Bid Submitted To: Town of Mount Desert
PO Box 248
Northeast Harbor, ME 04662

Project Name: Seal Harbor Sidewalk Replacement

Project No. C-0992.1

Date: 2/22/2024
Submitted by: JAMIE HOLYOKE
(Full name and Address): HOLYOKE CONSTRUCTION, INC.
HOLYOKE
BUCKSPORT, ME

1.1 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this Bid Form in lawful money of the United States of America.

We have included the Bid security as required by the Instructions to Bidders.

Any applicable taxes have been included in Unit Prices.

Any Cash and Contingency Allowances are included in the Unit Prices.

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 30 days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award
- Commence Work within 30 days of acceptance of Contract Signing or Start Date as specified.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will: Commence on Dates specified.

Substantially Complete the Work by May 28, 2025.

1.4 UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed: Where quantity is not listed contractor MUST supply estimated quantity for that work task item.

	ITEM DESCRIPTION	UNIT QUANTITY	UNIT PRICE	QUANTITY (APPROXIMATE)	ITEM VALUE
1	Mobilization (Maximum 5% of Total MDOT 659.10)	LS	\$ 30,920. ⁵⁹	1	\$ 30,920. ⁵⁹
2	Temporary Facilities, Trailers. Bathroom	LS	\$ 4,750. ⁰⁰	1	\$ 4,750. ⁰⁰
3	Traffic Control/ Signage	LS	\$ 17,750. ⁰⁰	1	\$ 17,750
4	Flagging, Traffic Control	DAY	\$ 2,125	95	\$ 201,875. ⁰⁰
5	Erosion Control Installation and Maintenance. Include Jute mesh to protect finish grading	LS	\$ 5,750. ⁰⁰	1	\$ 5,750. ⁰⁰
	Sidewalk Preparation				
6	Saw cut Existing Pavement along ETW (Twice, before and after excavation) 846 Linear Feet (Inc 46 ft Island)	LS	\$ 12,250. ⁰⁰		\$ 12,250. ⁰⁰
7	Common Excavation, Removal of Pavement To bottom of Curb elevation to back of walk	CY	\$ 99.75	394	\$ 39,301. ⁵⁰
8	Base Gravel MDOT Type B. Compacted and In place	CY	\$ 133. ³³	322	\$ 42,932. ³⁶

	Site Restoration				
18	Cedar Post and 3 Rail Fence, 6" dia. Post w/ mounting hardware	LF	\$ 67.07	410	\$ 27,498. ⁷⁰
19	Loam and Seed 4" Disturbed areas covered in jute mesh	CY	\$ 275. ⁰⁰	25	\$ 6,875. ⁰⁰
20	White Line 4" Wide (Inc 50 lf Island)	LF	\$ 4.48	346	\$ 1,550. ⁰⁸
21	Remove Reset Signage	LS	\$ 2,770. ⁰⁰	1	\$ 2,770. ⁰⁰
22	Detectable Warning Field at Crosswalk	EA	\$ 2,250. ⁰⁰	1	\$ 2,250. ⁰⁰
23	Stripe Entrances at Island (at Island 90 LF)	LS	\$ 1,750. ⁰⁰	1	\$ 1,750. ⁰⁰
				Total Base Bid	\$ 649,332. ⁴⁷
	Quantities Basis In Place Measurement				

1.5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price

Addendum No. ...1... Dated..2/7/2024

Addendum No. Dated.....

SECTION 00 43 13 - BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (name and address):

Holyoke Construction, Inc.
1892 State Route 46
Bucksport, ME 04416

SURETY (name and address):

Harco National Insurance Company
One Newark Center, 20th Floor
Newark, NJ 07102

OWNER (name and address):

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

BID

Bid Due Date: February 22, 2024
Description: Seal Harbor Replacement Sidewalks

BOND

Bond Number: BID BOND
Date: February 22, 2024
Penal Sum: Five Percent of the Bid Amount (Words) \$ 5% (Figure)

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Holyoke Construction, Inc. (seal)
Bidder's Name and Corporate Seal

Harco National Insurance Company (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (attach power of attorney)

JAMIE / JESSE HOLYOKE
Print Name

Michael Varney
Print Name

OWNER / PARTNER
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

HR Manager
Title

HR Administrator
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # BID BOND

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL VARNEY, ANDREW HOWARD, KATELYN ROY, PATRICK YANNOTTA, TIMOTHY WILLIAM VARNEY, MICHAEL HENNESSEY, DARYLE WILLIAMS

Bangor, ME

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 22, 2024

Irene Martins, Assistant Secretary



ADDENDUM #1

Seal Harbor Replacement Sidewalk

Issued to: Contractors

Project: Seal Harbor Replacement Sidewalks

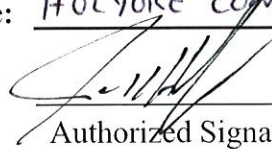
From: Greg Johnston P.E., G. F. Johnston & Associates – *Consulting Civil Engineers*
Frank Vickerson, Assistant Engineer, G. F. Johnston & Associates

This Addendum forms a part of the Contract described above. The original Bid document will remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below and by noting this Addendum on their Bid Form, Section 1 – Notice to Contractors.

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

Firm Name: HOLYOKE CONSTRUCTION INC.


Authorized Signature

By: JAMIE/SESSE HOLYOKE

Title: OWNER/PARTNER

Seal Harbor Sidewalks - Addendum to date -

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- 2.04 *Contract Times commence on October 21, 2024, and stop for Summer by May 29, 2025, to Restart October 20, 2025 and be Substantially Completed by ~~May 28, 2028.~~ November 26, 2024, and completed by May 28th, 2025*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

List of Subcontractors

1. Project Flagging – Bangor, Me
2. Dirigo Slipform – Stillwater, Me
3. Lufkin Concrete – Eddington, Me
4. Allenfarm Fence Co. – Hermon, Me
5. Ring's Paving – Ellsworth, Me
6. Fine Line Pavement Striping -Bangor , Me

List of Suppliers

1. Concrete – Owen J. Folsom, Old Town, Me
2. Grout and Crosswalk Detection Device – A. H. Harris , Bangor, Me
3. Paving – Sargent Materials, Hermon, Me
4. Granite Curb, Dirigo Slipform
5. Rebar and Fence Supports – KL. Jack, Bangor Maine

Town of Mount Desert

Annual Town Meeting Warrant Fiscal Year 2025

As presented at the
Annual Town Meeting
May 6 & 7, 2024

Secret Ballot (Candidate) Election
May 6, 2024 8 a.m. – 8 p.m.
Town Office Meeting Room

Open Floor Town Meeting
May 7, 2024
6 p.m.

Kelley Auditorium, Mt. Desert Elementary School
(Gymnasium)

**Note: The warrant included with the Annual Report is a
DRAFT warrant; check the POSTED warrant for final wording.**

Greeting

State of Maine

Hancock County, ss

2024

To: David Kerns, a Constable in the Town of Mount Desert

In the name of the State of Maine, you are hereby required to notify and warn the Inhabitants of the Town of Mount Desert, qualified by law to vote in Town affairs, to assemble in the **Town Hall Meeting Room, 21 Sea St. Northeast Harbor, Maine**, on **Monday, the sixth day of May AD 2024** at **seven-fifty o'clock** in the forenoon, then and there to act on Article 1; and immediately thereafter to act on Article 2 until **eight o'clock** in the evening.

AND to notify and warn said voters to reconvene in the **Kelley Auditorium, Mt. Desert Elementary School, 8 Joy Rd, Northeast Harbor, Maine**, in said Town, on **Tuesday, the seventh day of May AD 2024** at **six o'clock** in the evening; then and there to act on Articles 3 through **xx**; all of said Articles being set out below to wit:

Pursuant to Title 21-A, §759(7), absentee ballots will be processed at the polls on May 6, 2024 every half hour beginning at 9:00 AM.

Election of Moderator

Article 1. To elect a Moderator by written ballot.

Election of Municipal Officers

Article 2. To elect one member to the Selectboard for a term of three years, two members to the Mount Desert Elementary School Board for a term of three years, and one trustee to the Mount Desert Island Regional School District for a term of three years.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Non-Voter Recognition

Article 3. To see if non-voters shall be allowed, when recognized, to speak during the 2024 Annual Town Meeting.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Ordinances

For Articles 4 through **xx**, an underline indicates an addition and a ~~strikethrough~~ indicates a deletion.

Article 4. Shall an ordinance dated May 7, 2024 and entitled “Town of Mount Desert Alewife Ordinance” be enacted? The ordinance reads, in its entirety, “Regulations for the taking of alewives and blue back herring shall be as follows: For the year July 1, 2024 through June 30, 2025 there shall be no taking of Alewives and Blue Back Herring in the Town of Mount Desert.”

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 5. Shall an ordinance dated May 7, 2024 and entitled “Disbursement Warrant Ordinance” of the Town of Mount Desert be enacted as set forth below?

**TOWN OF MOUNT DESERT
DISBURSEMENT WARRANT ORDINANCE**

**ADOPTED May 3, 2011
AMENDED May 7, 2024**

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Section 4. The effective date of this Ordinance is ~~May 3, 2011~~ May 7, 2024

~~**Section 5.** This Ordinance shall expire and be of no force or effect on May 3, 2026.~~

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 6. Shall an ordinance dated May 7, 2024 and entitled “Consumer Fireworks Ordinance” of the Town of Mount Desert be enacted as set forth below?

**Consumer Fireworks Ordinance
TOWN OF MOUNT DESERT**

**Enacted May 8, 2012
Amended May 7, 2024**

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ARTICLE VIII Miscellaneous Provisions

- A) 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 Title 8, Chapter 9-A, § 223-A(2) (8 M.R.S. § 223-A(2)).
- B) The effective date of this Ordinance is: May 7, 2024 ~~May 8, 2012.~~
- ~~C) This Ordinance shall expire and be of no force or effect on May 4, 2027.~~

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 7. Shall an ordinance dated May 7, 2024 and entitled “Special Amusement Permit Ordinance” of the Town of Mount Desert be enacted as set forth below?

**TOWN OF MOUNT DESERT
Special Amusement Permit Ordinance**

**Enacted March 2, 2004
Amended March 8, 2005
Amended August 11, 2020
Amended May 7, 2024**

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~~5. Period of Ordinance~~

~~This Ordinance shall remain in effect for a period of fifteen (15) years from the effective date, or the date of the latest amendment thereafter.~~

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 8. Shall an ordinance dated May 7, 2024 and entitled “Amendments to the Land Use Zoning Ordinance and the Town of Mount Desert Sewer Ordinance regarding

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

exceptions to connecting to public sewer” be enacted as set forth below?

Explanatory note: This Article corrects the reference in Section 6B.15 regarding which Board grants an exception to the requirement of connecting to the public sewer. It also amends the Town of Mount Desert Sewer Ordinance so that it correctly refers to the applicable section in the LUZO.

6B SPECIFIC PERFORMANCE STANDARDS FOR ACTIVITIES AND LAND USES

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6B.15 Sanitary Standards

1. **Availability of public sewer.** All plumbing systems within two hundred (200) feet of a public sewer shall be connected to public sewer where available in accordance with local, state, and federal laws and regulations. The Planning Board may waive Board of Selectmen may grant an exception to this requirement if all other standards of Section 6A and the applicable standards of Section 6B are met in accordance with Article 2 of the Town of Mount Desert Sewer Ordinance.

TOWN OF MOUNT DESERT SEWER ORDINANCE

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Article 2 – USE OF PUBLIC SEWERS REQUIRED

2.01 The owner of any house, building or property used for human occupancy, employment, recreation, or other purpose, situated within the Town of Mount Desert and abutting on any street, alley or right-of-way, in which there is now located, ~~or may in the future be located,~~ a public sanitary sewer of the Town of Mount Desert, is hereby required, at property owner’s expense, to install suitable toilet facilities therein, and to connect such facilities, if located within two hundred feet (200’) in accordance with ~~§ 6.3(4)~~ 6B.15.1 of the Mount Desert Land Use Zoning Ordinance, to the proper public sewer, in accordance with the provisions of these rules and regulations, within ninety (90) consecutive calendar days after the date of official notice to do so, provided that said public sewer is located opposite to any portion of the frontage of the property to be served by said sewer. Provided, however, that where excavation of the public highway is otherwise prohibited by state law or regulation, or where unusual hardship exists due to the presence of ledge, incompatible elevations, or other causes, the Board of Selectmen may grant exceptions upon specific application of the owner or lessee of such properties, ~~which~~ with such conditions as the said Selectmen may impose.

2. **State standards.** All subsurface sewage disposal facilities shall be installed in conformance with the State of Maine Subsurface Wastewater Disposal Rules.

Planning Board recommends passage
Warrant Committee recommends passage (12 Ayes; 1 Nays)

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

Article 9. Shall an ordinance dated May 7, 2024 and entitled “Amendments to the Land Use Zoning Ordinance to modify the setback standards for lots around Little Echo Lake” be enacted as set forth in **Appendix X (pg. XX)?**

Explanatory note: It has been determined by Maine DEP that Little Echo Lake was man-made and therefore does not require a 100 ft setback from the waterbody. This Article changes the setback designation of the remaining lots on Little Echo Lake that still have a 100 ft setback and reduces it to 75 ft which is consistent with Maine DEP standards.

Planning Board recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 10. Shall an ordinance dated May 7, 2024 and entitled “Amendments to the Land Use Zoning Ordinance regarding Individual Private Campsites” be enacted as set forth in **Appendix X (pg. XX)?**

Explanatory note: This Article amends the definition of individual private campsites by adding the number of people who can use one, adding specificity on what site improvements an individual private campsite entails, and clarifying the minimum lot area when they are located in the Shoreland Zone.

Planning Board recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 11. Shall an ordinance dated May 7, 2024 and entitled “Amendments to the Land Use Zoning Ordinance regarding Permitted, Conditional, and Excluded Uses for Residential Dwelling Units” be enacted as set forth in **Appendix X (pg. XX)?**

Explanatory note: This Article amends the wording in Section 3.4 (Table of Allowed Uses) so that Residential Dwelling Units (specifically Residential Dwelling One Family, Residential Dwelling Two Family, and Residential Dwelling, Multi-Family) are consistent with the defined terms in Section 8 of the LUZO.

Planning Board recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 12. Shall an ordinance dated May 7, 2024 and entitled “Amendments section 5.4 of the Land Use Zoning Ordinance notification responsibility for conditional use approval process” be enacted as set forth below?

Explanatory note: This Article amends the wording in Section 5.4.3 to clarify that the Town is responsible for sending notices of public hearings for Conditional Use Applications rather than the Planning Board.

SECTION 5 CONDITIONAL USE APPROVAL

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5.4 Review Procedures

Pre-Application Procedures – Prior to submitting a Conditional Use Approval Application an applicant or authorized agent may request to appear at a regular meeting of the Planning Board to discuss the proposed project. The pre-application review shall not be construed as representing either the pendency or the commencement of the application process per se.

Formal Application Procedures – The review procedures set forth below may, at the Planning Board’s discretion, be undertaken at a single meeting.

1. **Determination of completeness.** Following receipt of a formal Conditional Use Approval application, the Planning Board shall review the material and determine whether or not the submission is complete. If the application is determined to be incomplete, the Board shall notify the applicant in writing of this finding, shall specify the additional materials required to make the application complete and shall advise the applicant that the application will not be considered by the Board until the additional information is submitted to the Board. These steps, except the notification requirements, shall be repeated until the application is found to be complete.
2. **Notification of completeness.** As soon as the Board determines that the application is complete, the Board shall notify the applicant of this finding and issue a dated receipt.
3. **Public hearing and notice of meeting.** On each application for Conditional Use Approval the Planning Board shall hold a public hearing not less than ten (10) days after public notice. The ~~Planning Board~~ Town shall send notice of each public hearing by first class mail to all abutting property owners and shall publish such notice in a newspaper with local circulation at the applicant's expense. The notice shall include the date, time, and place of the meeting at which the application will be considered.

Planning Board recommends passage

Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 13. Shall an ordinance dated May 7, 2024 and entitled “Amendments to the Land Use Zoning Ordinance regarding dimensional requirements for Residential Dwelling Units and Accessory Dwelling Units” be enacted as set forth in **Appendix X (pg. XX)?**

Explanatory note: This Article amends Section 6B.11 to clarify the dimensional requirements for Residential Dwelling Units and be in compliance with State Law LD2003 (now 30-A MRS § 4364-A). It also adds standards for Accessory Dwelling Units (which are already allowed in Mount Desert) and clarifies that they are only

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

allowed on lots where there is a single residential dwelling unit.

Planning Board recommends passage

Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 14. Shall an ordinance dated May 7, 2024 and entitled “Amendments the Land Use Zoning Ordinance clarify the timing for approval of permits” be enacted as set forth below?

Explanatory note: This Article amends the procedure to administer permits (Section 7.5) by clarifying timelines for reviewing and issuing permits.

SECTION 7 CODE ENFORCEMENT OFFICER

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7.3 Permits Required

It shall be unlawful, without first obtaining a permit from the appropriate reviewing authority, to engage in any activity or use of land or structure requiring approval in the district in which such activity or use would occur; or expand, change, install or replace an existing use or structure; or renew a discontinued nonconforming use. A person who is issued a permit pursuant to this Ordinance shall have a copy of the permit on site while the work authorized by the permit is performed. Approval shall be required for:

1. **Activities requiring Code Enforcement Officer approval.** Any activity listed in Section 3.4 requiring approval from the Code Enforcement Officer.

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7.5 Procedure for Administering Permits

1. Submission of Permit applications to Code Enforcement Officer

1. **Determination of complete application.** Within 30 days of the date of receiving a written application for approval of either the Code Enforcement Officer or the Planning Board, the Code Enforcement Officer shall notify the applicant in writing either that the application has been accepted as a complete application or, if the application is incomplete, that specific additional material is needed to make the application complete.
2. **Code Enforcement Officer permits and approvals.** The Code Enforcement Officer shall within a period of ten (10) business days after determining an application is complete either approve, approve with conditions, or deny such applications in accordance with the provisions of this Ordinance.

~~23. Referrals.~~ All applications which require Conditional Use Approval of the Planning Board or action by the Board of Appeals shall within a period of thirty (30) days of completeness be referred to the applicable board for action and public notice shall be given. After approval, with or without conditions by such Board, the Code Enforcement Officer shall issue a permit within ten (10) workingbusiness days after being notified of such approval.

~~3. Code Enforcement Officer permits and approvals.~~ In all other cases involving approval by the Code Enforcement Officer, the Code Enforcement Officer shall within a period of ten (10) working days approve or deny such applications in accordance with the provisions of this Ordinance.

7.6 **Violations.** If, upon inspection or investigation, the CEO shall find what appears to be a violation, he/she shall notify in writing the person(s) believed to be responsible, within ten workingbusiness days. The notice shall describe the nature of the violation, and state what appeal procedures may be available.

The CEO shall order any necessary action to correct the violation, including discontinuance of the activity and/or removal of buildings, and abatement of nuisance conditions. The CEO shall maintain a copy of all such notices, which shall be available for public inspection during regular office hours. Each day that the violation occurs shall constitute a separate offense, beginning with the day following notification by the Code Enforcement Officer of such violation. A copy of such notices shall be submitted to the municipal officers and be maintained as a permanent record.

Planning Board recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 15. Shall an ordinance dated May 7, 2024 and entitled “Amendments the Land Use Zoning Ordinance to clarify the standards for certificates of occupancy” as set forth in **Appendix X (pg. XX)**?

Explanatory note: This Article amends the LUZO procedure for administering permits (Section 7.5) to clarify the standards for certificates of occupancy.

Planning Board recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 16. Shall an ordinance dated May 7, 2024 and entitled “Amendments to the Land Use Zoning Ordinance regarding access to lots” be enacted as set forth below? **See Appendix X (pg. XX)**

Explanatory note: This Article amends the access standards in Section 6B.11 so that they are more consistent with legally permissible standards and to clarify that lots need to have safe access for fire, police, and emergency vehicles.

SECTION 6 STANDARDS FOR USES, PERMITS AND APPROVALS.

6B SPECIFIC PERFORMANCE STANDARDS FOR ACTIVITIES AND LAND USES

6B.11 Lots

1. **Minimum lot size.** See section 3.5.

2. **Access.**

1. All lots must maintain safe access for fire, police, and emergency vehicles to an abutting public way or to another public way via a driveway, a right of way, or one or more private roads (or a combination of any of the foregoing) validly benefiting the lot.
2. Standards for new, extended, or modifications to an existing driveway are in Section 6B.6. Standards for new, extended, or modifications to an existing private road are in Section 5.14 of the Subdivision Ordinance.
3. For lots created before May 5, 2015, a pre-existing driveway that serves no more than 2 existing lots need not meet the requirements of Section 6B.6. For lots created before May 5, 2015, a pre-existing private road that serves 3 or more lots need not meet the requirements of Section 5.14 of the Subdivision Ordinance.

~~1. **Lots created on or after May 5, 2015.** No lot created on or after May 5, 2015, shall be built upon or otherwise developed unless it has a private road or driveway for access to a public or private way by a valid right of way benefiting the lot (or a combination of driveway and/or one or more private roads) or by ownership of land abutting the public way. If more than 2 lots are accessed by the same private road, then it must meet the Street Design and Construction Standards of Section 5.14 of the Subdivision Ordinance. If no more than 2 lots are accessed by the same private road or driveway, then it must meet either the said Street Design and Construction Standards or the Driveway Construction standards of Section 6B.6 of this Ordinance. A pre-existing primary access drive that serves up to 2 existing lots need not meet the requirements of Section 6B.6. All such lots must maintain safe access for fire, police, and emergency vehicles, as determined by the Code Enforcement Officer. In determining whether lots maintain safe access, the Code Enforcement Office may seek guidance from the Fire Chief.~~

~~2. **Lots created before May 5, 2015.** Any lot created before May 5, 2015, shall not be further built upon or otherwise further developed unless it has a private road or driveway for access to a public way by a valid right of way~~

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

~~benefiting the lot (or a combination of driveway and/or one or more private roads) or by ownership of land abutting the public way, but the said private road or driveway need not meet the requirements of Section 6B.6 of the Land Use Zoning Ordinance. All such lots must maintain safe access for fire, police, and emergency vehicles, as determined by the Code Enforcement Officer. In determining whether lots maintain safe access, the Code Enforcement Officer may seek guidance from the Fire Chief.~~

Planning Board recommends passage

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 17. Shall an ordinance dated May 7, 2024 and entitled “Amendments to the Land Use Zoning Ordinance regarding Definitions” be enacted as set forth in **Appendix X** (pg. **XX**)?

Explanatory note: This Article adds or amends definitions in Section 8. Some of the definitions were missing from the ordinance.

Planning Board recommends passage

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 18. Shall the ordinance entitled “Amendments to the Subdivision Ordinance of the Town of Mount Desert regarding Affordable Housing Developments” be enacted in order to be in compliance with the standards of Title 30- A Section 4364. **See Appendix X** (pg. **XX**)

Explanatory note: This Article will amend the existing Subdivision Ordinance by adding a new provision which will allow for density bonus credits for projects in which more than half of the units are designated as affordable. This change is required by State Law (Title 30- A Section 4364.

Planning Board recommends passage

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 19. Shall an ordinance dated May 7, 2024 and entitled “Amendments the Land Use Zoning Ordinance for Marine and Freshwater structures” be enacted as set forth in **Appendix X** (pg. **XX**)?

Explanatory note: This Article amends Section 6C.7 of the LUZO to eliminate conflicting language regarding what structures require a Conditional Use Permit.

Planning Board recommends passage

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 20. Shall an ordinance dated May 7, 2024 and entitled “Amendments to the Land Use Zoning Ordinance to modify related to non-conformities” be enacted as set forth

below?

Explanatory note: This Article amends Section 4 to clarify that the CEO has jurisdiction to determine conformity outside the waterbody (Great Pond, stream, tributary streams, coastal and freshwater wetlands) setback within the Shoreland Zone.

SECTION 4 NON-CONFORMITIES

4.1 Purpose. It is the intent of this Ordinance to promote land use conformities, except that non-conforming conditions that existed before the effective date of this Ordinance or amendments thereto shall be allowed to continue, subject to the requirements set forth in Section 4. Except as otherwise provided in this Ordinance, a non-conforming condition shall not be permitted to become more non-conforming.

4.2 General

- 1. Transfer of Ownership.** Non-conforming structures, lots, and uses may be transferred, and the new owner may continue the non-conforming use or continue to use the non-conforming structure or lot, subject to the provisions of this Ordinance.
- 2. Repair and Maintenance.** This Ordinance allows, without a permit, the normal upkeep and maintenance of non-conforming uses and structures including repairs or renovations that do not involve expansion of the non-conforming use or structure, and such other changes in a non-conforming use or structure as federal, state, or local building and safety codes may require.
- 3. Structures made non-conforming because they fail to meet the setback:** Any principal structure or accessory structures made non-conforming by adoption or amendment of the Land Use Zoning Ordinance of the Town of Mount Desert which is non-conforming because of a failure to meet the setback requirements of Section 3.5 may be reconstructed, or extended, providing that such work otherwise complies with all provisions of this Ordinance.
- 4. Determination of Conformity.** In all districts the Code Enforcement Officer is responsible for determining whether conformity is met to the greatest practical extent except, in the shoreland zone the Planning Board is responsible for determining whether conformity to waterbody setbacks are is-met to the greatest practical extent. ~~In all other districts the Code Enforcement Officer is responsible for determining whether conformity is met to the greatest practical extent.~~

Planning Board recommends passage

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 21. Shall an ordinance dated May 7, 2024, entitled “Amendments to the Land Use Zoning Ordinance to change the Land Use District designation of Tax Map 010: Lots 048-001 through Lot 019 and a portion of Tax Map 010: Lot 048” be enacted as set

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

forth below?

Explanatory note: This Article changes the zoning of the lots noted above from Residential 1 (R1) to Village Residential 2 (VR2).

SECTION 3 LAND USE DISTRICTS

- .
- .
- .

3.3 Map Changes: Amended at:

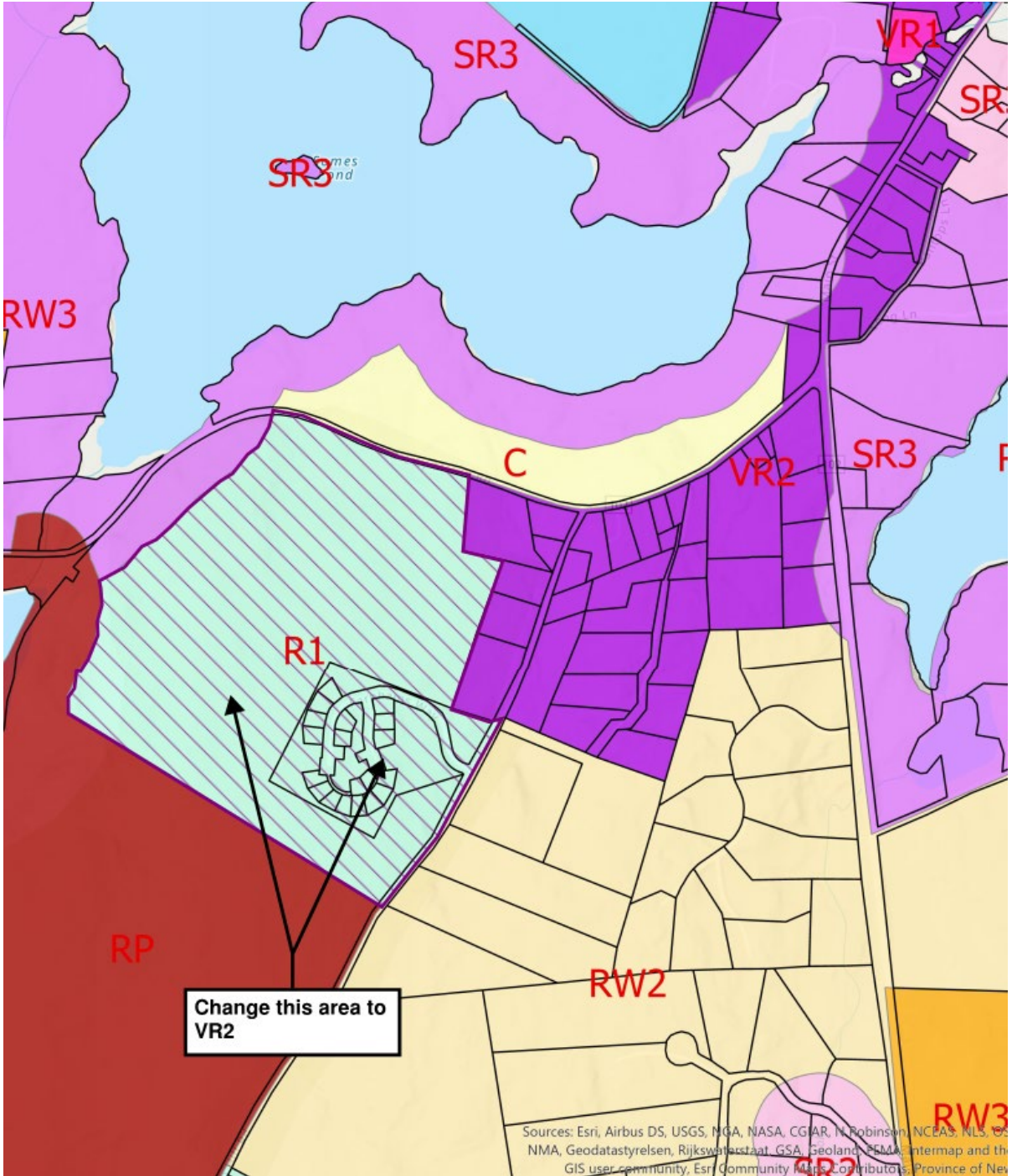
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Town Meeting of May 7, 2024: change Tax Map 010: Lots 048-001 through Lot 019 and a portion of Tax Map 010: Lot 048 from Residential 1 (R1) to Village Residential 2 (VR2).

- .
- .
- .

See draft map on following page

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready



Portion of Tax Map 010: Lot 048

Planning Board recommends passage
Warrant Committee recommends (passage) (XX Ayes; XX Nays)

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

Article 22. Shall an ordinance dated May 7, 2024 and entitled “**Short-Term Rental and Vacation Rental Licensing Ordinance** Ordinance” be enacted? **See Appendix X (pg. XX)**

Explanatory note: This Article is to adopt a licensing ordinance for Short Term Rentals and Vacation Rentals.

Selectboard makes no recommendation

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Gifts

Article 23. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to accept Conditional Gifts (MRSA 30-A, §5654), Unconditional Gifts (MRSA 30-A §5655), equipment, proceeds from sale of fire equipment or funds on behalf of the Municipal Fire Department. It is understood that any funds received will be placed in the Fire Equipment Reserve Fund.

Selectboard recommends passage

Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 24. *To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to accept and expend on behalf of the Town additional state, federal and other funds (including gifts and grants, as well as funds received under the American Rescue Plan Act and similar legislation) received during the fiscal year 2024-2025 for Town purposes, provided that such additional funds do not require expenditure of local funds not previously appropriated.*

Selectboard recommends passage

Warrant Committee recommends passage (13 Ayes; 0 Nays)

Leases, Agreements and Acceptance of Private Roads

Article 25. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to lease a portion of the so-called Visitor Center at the Northeast Harbor Marina to the Ticket Booth operators for a term of one (1) year beginning July 1, 2024 under such terms and conditions as the Selectboard, in its sole discretion, deems to be in the best interests of the Town.

Selectboard recommends passage

Warrant Committee recommends passage (13 Ayes; 0 Nays)

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

Article 26. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard, to lease a portion of the so-called Visitor Center at the Northeast Harbor Marina to the Mount Desert Chamber of Commerce for a term of one (1) year beginning July 1, 2024 under such terms and conditions as the Selectboard, in its sole discretion, deems to be in the best interests of the Town.

Selectboard recommends passage

Warrant Committee recommends passage (13 Ayes; 0 Nays, 1 Abstention)

Article 27. To see if the Inhabitants of the Town of Mount Desert will authorize the Selectboard, to negotiate and enter into an agreement with the Neighborhood House Club, Inc. for management and maintenance of the municipal swimming pool, for a term of one (1) year beginning July 1, 2024 under such terms and conditions as the Selectboard, in its sole discretion, deems to be in the best interests of the Town.

Selectboard recommends passage

Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 28. To see if the Town of Mount Desert will vote to accept Denning Brook Road and Timber Ridge Road, serving the Denning Brook Estates Homeowners' Association (DBEHOA), as defined below and subject to the conditions set forth below.

Section 1. Denning Brook and Timber Ridge Roads (the "Roads") are private roads located in the Village of Somesville. Denning Brook Road is approximately 2,000 feet in length starting at State Route 102 and terminating in a cul-de-sac. Timber Ridge Road is approximately 250 feet beginning at Denning Brook Road and terminating in a cul-de-sac. The DBEHOA have offered voluntarily to transfer their interests in the Roads to the Town without claim for damages. The Town shall accept the Roads as Public Roads in conformance with the Town's Public Road Acceptance Ordinance (the "Ordinance") as last amended at the May 8, 2018, annual Town meeting, provided that all conditions of the Ordinance have been met to the satisfaction of the Selectboard as determined at a meeting of said Selectboard on or before April 30, 2025. Said conditions include, but are not limited to, the following:

First, the DBEHOA shall deliver their deed to the Town, duly executed and in proper form for recording, conveying in fee simple, without condition, exception, or reservation, the full title to the land underlying the Roads, being a strip of land 50 feet in width or greater, as laid out in the said subdivision. Notwithstanding the delivery of said deed, the deed shall not be deemed to have been accepted until and unless the Selectboard has determined that all said conditions have been met, as provided above. The cost of preparing, executing, and delivering said deed shall be paid by DBEHOA.

Second, the said owners shall have provided to the Town Manager, on or before April 30, 2025, evidence of good title to the Road, as set forth in item "First" above, allowing use of the Roads as a Public Road. Such evidence shall be in the form of a commitment for title insurance insuring the Town of the said

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condition of the title to the Roads and the underlying land, issued by a title insurer satisfactory to the Town Manager and at a satisfactory premium. The cost of obtaining such commitment shall be paid by the DBEHOA.

Third, the Town Manager shall have been able to obtain a letter from an attorney satisfactory to the Town Manager, certifying that said commitment for title insurance is sufficient to protect the Town’s interests.

Section 2. The Selectboard or its designee is authorized to execute and undertake all documents and actions necessary or convenient to facilitate the transfer of ownership of the Road to become a Public Road as set forth in this Article.

Section 3. The acceptance of the Road shall occur and be effective only when the Selectboard has made the determination of satisfactory completion of all conditions, as set forth above. Said determination may be made at any date on or before April 20, 2025. **See Appendix X (pg. XX)**

Selectboard recommends (passage)

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Fiscal Policy

(includes Reserve Account Transfers, Bonded projects)

Article 29. Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$355,000 to pay for a solar photovoltaic purchase and solar project development as follows; 1) To purchase from ReVision Investments, LLC the solar photovoltaic system installed on the Town Garage located at 307 Sargent Drive. 2) To contract for professional and technical services for Phase 1 development of potential solar photovoltaic systems located on the roof of the Somesville Fire Station in the Village of Somesville, on the land adjacent to the Otter Creek Pumping Station in the Village of Otter Creek, and on the roof of the garage at the Northeast Harbor Wastewater Treatment Plant in the Village of Northeast Harbor, and to explore the viability of solar parking canopies on additional Town owned parking lots, and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the Project.

FINANCIAL STATEMENT - TOWN OF MOUNT DESERT

1. Total Town Indebtedness

A.	Bonds outstanding and unpaid as of 5/7/24, unaudited:	\$ 18,399,393.05
B.	Bonds authorized and unissued (estimated):	\$ 0.00
C.	Bonds to be issued under this Town Meeting Article	<u>\$ 355,000.00</u>
D.	(estimate) TOTAL	\$ 18,754,393.05

2. Costs

At an estimated interest rate of 5% for a term of 20 years, the estimated costs of this bond

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issue will be:

Principal	\$ 355,000.00
Interest	\$ 186,375.00
Total Debt Service	\$ 541,375.00

3. Validity

The validity of the bonds is not affected by any errors in the above estimates or unaudited figures. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the voters is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.



Treasurer, Town of Mount Desert, Maine

Selectboard recommends (passage)

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 30. Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$1,600,000 to pay for professional, technical, and construction services for the construction of or improvements to sidewalks and curbing in four locations, with all sidewalk locations totaling approximately 2,620 feet and collectively referred to as the “Project”; and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the Project. Said improvements shall include the following segments: **See Appendix X (pgs. XX) for maps showing the proposed Project areas.**

Construct new sidewalk in the Village of Somesville on the easterly side of State Route 102/Main Street from the Somesville Union Meeting House, 1136 Main Street to the Acadia Repertory Theatre, 1154 Main Street, a distance of approximately 1000 feet and,

Construct new sidewalk in the Village of Seal Harbor on the westerly side of State Route 3/Main Street, beginning approximately 20 feet southerly of the entrance to the Seal Harbor wastewater treatment plant continuing southerly a distance of 85 feet front of the Acadia Outdoor Center, 18 Main Street to a point approximately 20 feet northerly of the existing sidewalk in front of the Naturalists Notebook, 16 Main Street for a total length of improvements of 85 feet and;

Rehabilitate existing sidewalk in the Village of Seal Harbor on the southerly side of State Route 3/Peabody Drive, beginning at the paved access point to the Seal Harbor beach and extending easterly along State Route 3/Peabody Drive a distance of approximately 450 feet and then turning southerly onto the westerly side of Steamboat Wharf Road and continuing southerly a distance of approximately 885 feet, for a total distance of 1,275 feet ending at or near the northerly end of the existing wooden boardwalk.

Repair storm damage to existing sidewalk in the Village of Seal Harbor on the southerly side of State Route 3/Peabody Drive, beginning at the paved access point to the Seal Harbor

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beach and extending westerly along State Route 3/Peabody Drive a distance of approximately 260 feet.

FINANCIAL STATEMENT - TOWN OF MOUNT DESERT

1. Total Town Indebtedness

A.	Bonds outstanding and unpaid as of 5/7/24, unaudited:	\$ 18,399,393.05
B.	Bonds authorized and unissued (estimated):	\$ 0.00
C.	Bonds to be issued under this Town Meeting Article	<u>\$ 1,600,000.00</u>
D.	(estimate) TOTAL	\$ 19,999,393.05

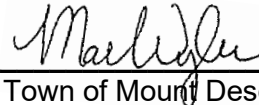
2. Costs

At an estimated interest rate of 5% for a term of 20 years, the estimated costs of this bond issue will be:

Principal	\$ 1,600,000.00
Interest	<u>\$ 840,000.00</u>
Total Debt Service	\$ 2,440,000.00

3. Validity

The validity of the bonds is not affected by any errors in the above estimates or unaudited figures. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the voters is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.



Treasurer, Town of Mount Desert, Maine

Selectboard recommends (passage)

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 31.

Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$650,000 to pay for professional, technical, and construction services for improvements to Old Firehouse Lane, the existing Town-owned "Grey Cow", and "Great Harbor Maritime Museum" parking lots (Project), and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the Project. The three components of this Project are identified as (1) the paved Grey Cow parking lot adjacent to Old Firehouse Lane, (2) the paved parking lot on the south and east side of the Great Harbor Maritime Museum, and (3) Old Firehouse Lane, all of which are in the Village of Northeast Harbor and to which said improvements shall include, but not necessarily be limited to, reclaiming existing paved surfaces, installation of traffic control islands or curbing, installation of LED dark-sky compliant lighting, constructing surface water drainage improvements, landscaping of areas adjacent to the parking lots, or other associated work typically recognized by the industry to complete the intent of the Project. **See Appendix X (pg. XX)** for maps showing the proposed Project areas.

FINANCIAL STATEMENT - TOWN OF MOUNT DESERT

1. Total Town Indebtedness

A.	Bonds outstanding and unpaid as of 5/7/24, unaudited:	\$ 18,399,393.05
B.	Bonds authorized and unissued (estimated):	\$ 0.00
C.	Bonds to be issued under this Town Meeting Article	<u>\$ 650,000.00</u>
D.	(estimate) TOTAL	\$ 19,049,393.05

2. Costs

At an estimated interest rate of 5% for a term of 20 years, the estimated costs of this bond issue will be:

Principal	\$ 650,000.00
Interest	<u>\$ 341,250.00</u>
Total Debt Service	\$ 991,250.00

3. Validity

The validity of the bonds is not affected by any errors in the above estimates or unaudited figures. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the voters is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Treasurer, Town of Mount Desert, Maine

Selectboard recommends (passage)

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 32. Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$240,000 to pay for professional and technical services including, but not necessarily limited to, sanitary sewer line inspection and cleaning, smoke and dye testing, basement inspections, topographical survey, materials testing, and design, and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the Project as described below.

Said work is located in the Villages of Northeast Harbor and Seal Harbor and is comprised of four components. (1) Assessment of the gravity sanitary sewer collection system that flows to the Sea Street Pump Station to determine the sources of inflow and infiltration of surface and groundwater. (2) Design of the rehabilitation of Sea Street from its intersection with Main Street to its intersection with Harbor Drive inclusive of pavement, sidewalk, storm sewer, and sanitary sewer. (3) Design of the rehabilitation of Summit Road from its intersection with Stanley Lane to approximately 3 Summit Road (First National Bank) inclusive of pavement, sidewalk, storm sewer, and sanitary sewer. (4) Design of improvements to the gravity sanitary sewer collection system along Jordan Pond Road from its intersection with Stanley Brook Road to its intersection with Wetland Way. See Appendix X (pg. XX) for a map showing the locations of the proposed work area.

FINANCIAL STATEMENT - TOWN OF MOUNT DESERT

1. Total Town Indebtedness

A.	Bonds outstanding and unpaid as of 5/7/24, unaudited:	\$ 18,399,393.05
B.	Bonds authorized and unissued (estimated):	\$ 0.00
C.	Bonds to be issued under this Town Meeting Article	<u>\$ 240,000.00</u>
D.	(estimate) TOTAL	\$ 18,639,393.05

2. Costs

At an estimated interest rate of 5% for a term of 20 years, the estimated costs of this bond issue will be:

Principal	\$ 240,000.00
Interest	<u>\$ 126,000.00</u>
Total Debt Service	\$ 366,000.00

3. Validity

The validity of the bonds is not affected by any errors in the above estimates or unaudited figures. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the voters is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Treasurer, Town of Mount Desert, Maine

Selectboard recommends (passage)

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

FINANCIAL STATEMENT - TOWN OF MOUNT DESERT

(If Articles X, XX and XXX are Approved in Total) (29-32?)

1. Total Town Indebtedness

A.	Bonds outstanding and unpaid as of 5/7/24, unaudited:	\$ 18,399,393.05
B.	Bonds authorized and unissued (estimated):	\$ 0.00
C.	Bonds to be issued under this Town Meeting Article	<u>\$ 2,845,000.00</u>
D.	(estimate) TOTAL	\$ 21,244,393.05

2. Costs

At an estimated interest rate of 5% for a term of 20 years, the estimated costs of this bond issue will be:

Principal	\$ 2,845,000.00
Interest	<u>\$ 1,493,625.00</u>

Total Debt Service

\$ 4,338,625.00

3. Validity

The validity of the bonds is not affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue (or Amortization) varies from the estimate, the ratification by the voters is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.



Treasurer, Town of Mount Desert, Maine

Article 33. *To see if the inhabitants of the Town of Mount Desert (Town) will authorize the Selectboard, to consent to the reallocation of \$16,500 in Town funds originally contributed by the Town to the Mount Desert Community Development Corporation (the "CDC") in 2019 to partially finance construction of a park, but which the CDC has requested be reallocated to the purchase of refrigeration equipment for the municipal skating rink.*

Selectboard recommends passage
Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 34. *To see if the Inhabitants of the Town of Mount Desert will vote to approve July 1, each year, as the date on which all taxes shall be due and payable providing that all unpaid taxes on September 1, of each year, shall be charged interest at an annual rate of 8.5% (percent) per year. (Tax Club members are exempt within the terms and conditions of the Town's Tax Club Agreement.)*

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 35. *To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Tax Collector to enter into a standard "tax club" agreement with taxpayers whereby: (1) the taxpayer agrees to pay specified monthly payments to the Town based on the taxpayer's estimated and actual tax obligation for current year property taxes (real estate and/or personal); (2) the Town agrees to waive interest on timely payments; (3) the Town authorizes the Tax Collector to accept payment of taxes prior to commitment of taxes; (4) the agreement automatically terminates if two consecutive payments are missed and the taxpayer thereupon becomes subject to the same due date and interest rate as other, nonparticipating taxpayers; (5) only taxpayers who are paid in full on their property tax obligations may participate; and (6) interested taxpayers shall apply annually for participation by the date shown on the application, date and application format to be determined by the Tax Collector.*

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

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Article 36. To see if the Town will vote to authorize the Tax Collector to accept pre-payment of property taxes not yet committed, not to exceed the estimated amount to be committed in the subsequent year, with no interest to be paid on same.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 37. To see if the Inhabitants of the Town of Mount Desert will vote to set the interest rate to be paid by the Town for abated taxes that have been paid at the rate of 4.25% (percent) per year.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 38. To see if the inhabitants of the Town of Mount Desert will vote to authorize expenditures to pay any tax abatements granted by the Assessor, Board of Assessment Review, or Selectboard together with any interest due thereon from the Town, during the fiscal year beginning July 1, 2024, in an aggregate amount not to exceed the property tax commitment overlay.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 39. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to dispose by public bid of Town-owned property, other than real property, with a value of ten thousand dollars (\$10,000.00) or less under such terms and conditions as it deems advisable.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 40. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to sell at public auction or by advertised sealed bid, and to convey titles obtained under tax deeds and under deeds of conveyance to the Inhabitants of the Town any land and/or buildings, including trailers, in lieu of payment of taxes except that the Selectboard have the power to authorize redemption. Municipal Officers shall use the special sale process required by 36 M.R.S. § 943-C for qualifying homestead property if they choose to sell it to anyone other than the former owner(s).

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Article 41. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to contract for services, in amounts not to exceed appropriation

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for same, under such terms and conditions as it deems advisable.

Selectboard recommends passage
Warrant Committee recommends passage (13 Ayes; 0 Nays)

Municipal Revenue

Article 42. To see if the inhabitants of the Town of Mount Desert will authorize usage of \$200,000.00 of prior surplus State Revenue Sharing funds (account 100-13213) to be used to offset the 2024 - 2025 tax commitment.

Explanatory note: When the Town receives more state revenue sharing funds than budgeted, the difference does not get closed out to undesignated fund balance. Instead, it is recognized as restricted fund balance and can only be used for offsetting tax levy through a vote of the municipal legislative body (Town Meeting). The unaudited balance as of June 30, 2023 is \$218,485.00.

Selectboard recommends passage.
Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 43. To see if the Inhabitants of the Town of Mount Desert will vote to transfer \$400,000.00 thousand dollars from the Undesignated Fund Balance Account #100-38300 to reduce the 2024 - 2025 tax commitment.

Selectboard recommends passage.
Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Article 44. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and/or appropriate as Revenue through Excise Taxes, Service Fees and miscellaneous sources for the 2024 - 2025 Town Budget.

Selectboard recommends \$2,509,664.00
Warrant Committee recommends \$XXX.00 (XX Ayes; XX Nays)

Municipal Appropriations

Explanatory note: articles **XX** amend previously approved appropriations.

Article 45. To see if the Inhabitants of the Town of Mount Desert will vote to ratify the overdraft that occurred in Public Works for the year ended June 30, 2023, in the amount of \$105,445.79 (3,056,071.79 expended versus \$2,950,626 budgeted). The overdraft was charged to the Undesignated Fund Balance. Said overage was primarily

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

attributable to overages in the waste management department 515 netting to \$96,851.04 (\$781,561.04 expended versus \$684,710 budgeted). Said departmental overage was primarily attributable to tipping fees of solid waste. Actual expenditures on tipping fees of \$472,950.93 exceeded budgeted expectations of \$385,000 by \$87,950.93.

Explanatory Note: Waste Management negative budget variance This overage is the result of both the volume of trash collected and the increases in the cost of handling solid waste. Those extra costs in solid waste management come primarily from the need to utilize the Juniper Ridge Landfill as the sole facility for disposal of solid waste. Additional overages included \$14,894.25 in budget line 1550100-51510 SNOWPLOW OVERTIME and \$15,493.04 in budget line 1550100-53740 STORM WATER SUPPLIES.

Selectboard recommends (passage)

Warrant Committee recommends (passage)

Article 46. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 200 through 211 General Government – Governing Body (Selectboard), Municipal Management, Town Clerk, Registrar, Elections, Planning Board, Finance, Treasurer, Tax Collector, Assessment, Code Enforcement, Unallocated Funds, Human Resources, Technology, and Contracted Municipal and Community Oriented Services for the 2024 - 2025 Town Budget.

Gov. Body (Bd of Selectboard): \$37,058.00	Registrar: \$3,000.00
Town Clerk: \$151,240.00	Planning Board: \$120,613.00
Elections: \$16,000.00	Treasurer: \$110,452.00
Finance: \$221,044.00	Assessment: \$156,081.00
Tax Collector: \$22,616.00	Unallocated: \$99,800.00
Code Enforcement: \$322,826.00	Technology: \$248,992.00
Human Resources: \$51,912.00	CMCOS: \$143,000.00
Town Management: \$482,704.00	

Selectboard recommends \$2,187,338.00

Warrant Committee recommends \$2,187,338.00 (12 Ayes; 1 Nays)

Article 47. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 300 General Assistance Support for the 2024 - 2025 Town Budget.

Selectboard recommends \$5,000.00

Warrant Committee recommends \$5,000.00 (13 Ayes; 0 Nays)

Article 48. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 350 Rural Wastewater Support for the 2024 - 2025 Town Budget.

Selectboard recommends \$232,580.00

Warrant Committee recommends \$232,580.00 (13 Ayes; 0 Nays)

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

Selectboard recommends \$1,237,169.00
Warrant Committee recommends \$1,237,169.00 (13 Ayes; 0 Nays)

Article 54. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 605 Recreation (Public Pool ~Utilities & Maintenance) for the 2024 - 2025 Town Budget.

Selectboard recommends \$5,900.00
Warrant Committee recommends \$5,900.00 (13 Ayes; 0 Nays)

Article 55. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 701 Economic/Community Development for the 2024 - 2025 Town Budget.

Selectboard recommends \$10,000.00
Warrant Committee recommends \$10,000.00 (12 Ayes; 0 Nays; 1 Abstention)

Article 56. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 801 Debt Service for the 2024 - 2025 Town Budget.

Selectboard recommends \$2,030,632.00
Warrant Committee recommends \$2,030,632.00 (13 Ayes; 0 Nays)

Article 57. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 851 Museums, Village Improvement Societies, Recreation, and Public/Social Service Agencies for the 2024 - 2025 Town Budget.

Historical Museums: \$5,800.00 **Village Improvement Societies:** \$55,000.00
Recreation: \$00.00 **Public/Social Service Agencies:** \$131,025.00

Selectboard recommends \$191,825.00
Warrant Committee recommends \$XXX.00 (XX Ayes; XX Nays)

Article 58. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 991 Capital Improvement Plan transfers for the 2024 - 2025 Town Budget.

Selectboard recommends \$1,705,927.00
Warrant Committee recommends \$1,705,927.00 (13 Ayes; 1 Nays)

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

Written Ballot required for Article xx

Article 59. To see if the Inhabitants of the Town of Mount Desert will vote to increase the property tax levy limit by \$443,576.00. See Appendix XYZ (pg. XX).

Explanation: The State Legislature passed a “tax reform” law known as LD#1. This bill created a maximum municipal tax levy based upon this year’s tax, plus an allowance for inflation and the Town’s tax base growth due to new construction. However, LD#1 allows Mount Desert voters to increase that tax cap with the approval of a simple majority of the voters at Town Meeting. The only requirement is that a secret vote must be taken by written ballot.

Selectboard recommends (passage)

Warrant Committee recommends (passage) (XX Ayes; XX Nays)

Marina Proprietary Fund

Article 60. To see if the Inhabitants of the Town of Mount Desert will vote to ratify the Selectboard’s approval of the Marina Proprietary Fund budget.

Revenue: \$924,415.00

Expense: \$924,415.00

Selectboard recommends ratification

Warrant Committee makes no recommendation

Elementary School Appropriations

Note: Articles XX through XX authorize expenditures in cost center

Article 61. To see what sum the School Board will be authorized to expend for Regular Instruction for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$2,071,937

School Board recommends \$2,277,445.00

Warrant Committee recommends \$2,277,445.00 (XX Ayes; XX Nays)

Article 62. To see what sum the School Board will be authorized to expend for Special Education for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$781,789

School Board recommends \$781,366.00

Warrant Committee recommends \$781,366.00 (XX Ayes; XX Nays)

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

Article 63. To see what sum the School Board will be authorized to expend for Career and Technical Education for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$ -0-

School Board recommends \$00.00
Warrant Committee recommends \$00.00 (XX Ayes; XX Nays)

Article 64. To see what sum the School Board will be authorized to expend for Other Instruction for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$ 112,456

School Board recommends \$109,785.00
Warrant Committee recommends \$109,785.00 (XX Ayes; XX Nays)

Article 65. To see what sum the School Board will be authorized to expend for Student & Staff Support for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$ 584,382

School Board recommends \$650,906.00
Warrant Committee recommends \$650,906.00 (XX Ayes; XX Nays)

Article 66. To see what sum the School Board will be authorized to expend for System Administration for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$ 116,280

School Board recommends \$120,349.00
Warrant Committee recommends \$120,349.00 (XX Ayes; XX Nays)

Article 67. To see what sum the School Board will be authorized to expend for School Administration for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$321,378

School Board recommends \$329,223.00
Warrant Committee recommends \$329,223.00 (XX Ayes; XX Nays)

Article 68. To see what sum the School Board will be authorized to expend for Transportation & Buses for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$208,791

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

School Board recommends \$289,640.00
Warrant Committee recommends \$289,640.00 (XX Ayes; XX Nays)

Article 69. To see what sum the School Board will be authorized to expend for Facilities Maintenance for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$932,971

School Board recommends \$762,650.00
Warrant Committee recommends \$762,650.00 (XX Ayes; XX Nays)

Article 70. To see what sum the School Board will be authorized to expend for Debt Service and Other Commitments for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$ -0-

School Board recommends \$00.00
Warrant Committee recommends \$00.00 (XX Ayes; XX Nays)

Article 71. To see what sum the School Board will be authorized to expend for All Other Expenditures for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Note: 2023-24 Amount was \$ 75,000

School Board recommends \$80,000.00
Warrant Committee recommends \$80,000.00 (XX Ayes; XX Nays)

Note: 2023-24 Amount was \$5,204,984

Note: Articles 50 – 60 authorize a total budget of \$5,401,364.00

Note: Articles xx – xx raise funds for the Proposed School Budget

Hand Count Vote Required for Article xx

Article 72. To see what sum the voters of the Town of Mount Desert will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act (**Recommend \$2,273,293.00**) and to see what sum the voters of the Town of Mount Desert will raise as the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688 for the period July 1, 2024 and ending June 30, 2025.

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

School Board recommends \$1,959,819.00
Warrant Committee recommends \$1,959,819.00 (XX Ayes; XX Nays)

Explanation: The Town of Mount Desert's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.

Hand Count Vote Required for Article xx

Article 73. To see what sum the voters of the Town of Mount Desert will raise and appropriate for the annual payments on debt service previously approved by the legislative body for non-state-funded school construction projects, non-state funded portions of school construction projects and minor capital projects in addition to the funds appropriated as the local share of the Town of Mount Desert's contribution to the total cost of funding public education from kindergarten to grade 12 for the period July 1, 2024 and ending June 30, 2025.

School Board recommends \$00.00
Warrant Committee recommends \$00.00 (XX Ayes; XX Nays)

Explanation: Non-state-funded debt service is the amount of money needed for the annual payments on the Town of Mount Desert's long-term debt for major capital school construction projects and minor capital renovation projects that are not approved for state subsidy.

Written Ballot Vote Required for Article xx

Article 74. To see what sum the voters of the Town of Mount Desert will raise and appropriate in additional local funds for school purposes (**Recommend: \$3,079,259.00**) for the period July 1, 2024 to June 30, 2025, which exceeds the State's Essential Programs and Services allocation model by (**Recommend: \$3,079,259.00**) as required to fund the budget recommended by the school Board.

The School Board recommends \$3,079,259.00 for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$3,079,259.00**: The State funding model underestimates the actual costs to fully fund the 2024-2025 budget.

The Warrant Committee recommends **\$3,079,259.00** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$3,079,259.00**: The State funding model underestimates the actual costs to fully fund the 2024 - 2025 budget. (XX Ayes; XX Nays)

BLACK – voted or Non-BS/ GREEN – Ready to review/ RED – Not ready

Explanation: The additional local funds are those locally raised funds over and above the Town of Mount Desert's local contribution to the total cost of funding public education from Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Town of Mount Desert's budget for educational programs.

Note: 2023-24 Total Town Appropriation was \$ 4,379,142

Note: Articles XX, XX, & XX raise a total town appropriation of \$5,039,078.00

Note: Article xx summarizes the proposed school budget and does not authorize any additional expenditures

Article 75. To see what sum the voters of the Town of Mount Desert will authorize the School Board to expend for the fiscal year beginning July 1, 20xx and ending June 30, 2025 from the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

Note: 2023-24 Total Budget was \$5,204,984

School Board recommends	\$5,401,364.00
Warrant Committee recommends	\$5,401,364.00 (XX Ayes; XX Nays)

Article 76. In addition to the amount in Articles xx – xx, shall the School Board be authorized to expend such other sums as may be received from state or federal grants or **programs** or other sources during the fiscal year 2024-2025 for school purposes provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated?

Current Year Totals: \$200,776.00

School Board recommends passage
Warrant Committee recommends (passage) (XX Ayes; XX Nays)

(End of Warrant Articles)

Appendices

An underline indicates an addition and a ~~strikethrough~~ indicates a deletion.

Appendix **A** (Article **XX**; pg. **XX**) Little Echo Lake Setback

SECTION 3 LAND USE DISTRICTS

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3.5 Dimensional Requirements for Districts: minimum area, width of lots, setbacks, etc

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(n) The setback from the normal high-water line of a great pond is 100 feet, except for these lots where the setback is 75 feet, indicated below.

Map-Lot IDs for 75 ft. setback

Map-Lot IDs for 100 ft. setback

Long Pond & Echo Lake:

All Lots

Little Round Pond:

012-018
012-019
012-019-001

Little Round Pond:

012-015-001
012-020

Round Pond:

011-120
011-122
011-123
011-124
012-013

Round Pond:

011-90
011-118
011-119

Little Echo Lake:

009-098
009-099
009-100
009-101
009-102
009-107
009-120-010
009-120-010-001
009-120-011
009-097
009-107-003

~~Little Echo Lake:~~

~~009-107~~
~~009-120-010~~
~~009-120-010-001~~
~~009-120-011~~
~~009-097~~
~~009-107-003~~

(Added November 16, 2009)

(Amended May 3, 2011)
(Amended May 8, 2018)
(Amended May 7, 2024)



Proposed Little Echo Lake Setback Change

- Setback from water body for highlighted lots will now be 75ft

**Appendix B (Article XX; pg. XX)
Individual Private Campsites**

SECTION 6 STANDARDS FOR USES, PERMITS AND APPROVALS.

6B SPECIFIC PERFORMANCE STANDARDS FOR ACTIVITIES AND LAND USES

6B.9 Individual Private Campsites.

Individual private campsites not associated with campgrounds are allowed provided the following conditions are met:

1. One campsite per lot existing on the effective date of this Ordinance, ~~or thirty thousand (30,000) square feet of lot area within the shoreland zone, whichever is less, may be permitted.~~
2. All individual private campsites on lots located wholly or partially within the shoreland zone shall be located on lots with at least 30,000 square feet of total area.
3. When an individual private campsite is proposed on a lot that contains another principal use and/or structure, the lot must contain the minimum lot dimensional requirements for the principal structure and/or use, and the individual private campsite separately.
4. Campsite placement on any lot, including the area intended for a recreational vehicle or tent platform, shall be set back one hundred (100) feet, horizontal distance, from the normal high-water line of a great pond classified GPA or river flowing to a great pond classified GPA, and seventy-five (75) feet, horizontal distance, from the normal high-water line of other water bodies, tributary streams, or the upland edge of a wetland.
5. Only one recreational vehicle shall be allowed on a campsite. The recreational vehicle shall not be located on any type of permanent foundation except for a gravel pad, and no structure except a canopy shall be attached to the recreational vehicle.
6. The clearing of vegetation for the siting of the recreational vehicle, tent or similar shelter in a Resource Protection District shall be limited to one thousand (1000) square feet.
7. A written sewage disposal plan describing the proposed method and location of sewage disposal shall be required for each campsite and shall be approved by the Local Plumbing Inspector. Where disposal is off-site, written authorization from the receiving facility or landowner is required.
8. When a recreational vehicle, tent or similar shelter is placed on-site for more than one hundred and twenty (120) days per year, all requirements for residential structures shall be met, including the installation of a subsurface sewage disposal system in compliance

with the State of Maine Subsurface Wastewater Disposal Rules unless served by public sewage facilities.

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SECTION 8 DEFINITIONS

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INDIVIDUAL PRIVATE CAMPSITE: ~~An area of land which is not associated with a campground, but which is used for tent camping.~~ An area of land which is not associated with a campground, but which is developed for repeated camping by only one group not to exceed ten (10) individuals and which involves site improvements which may include, among other things, a gravel pad, parking area, fire pit, or tent platform.

**Appendix C (Article XX; pg. XX)
Section 3.4 Residential Dwelling Units**

SECTION 3 LAND USE DISTRICTS

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3.4 Permitted, Conditional, and Excluded Uses by District:

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

- P Use allowed without a permit** (but the use must comply with all applicable land use standards)
- C Use allowed with conditional use approval from the Planning Board** Use allowed with conditional use approval from the Planning Board, except where the code enforcement officer may authorize minor changes in the placement and size of improvements for an approved conditional use permit
- X Use is prohibited**
- CEO Use allowed with a permit from the code enforcement officer**

- VR1 VILLAGE RESIDENTIAL ONE
- VR2 VILLAGE RESIDENTIAL TWO
- VR3 VILLAGE RESIDENTIAL THREE
- R1 RESIDENTIAL ONE
- R2 RESIDENTIAL TWO
- SR1 SHORELAND RESIDENTIAL ONE
- SR2 SHORELAND RESIDENTIAL TWO
- SR3 SHORELAND RESIDENTIAL THREE
- SR5 SHORELAND RESIDENTIAL FIVE
- RW2 RURAL OR WOODLAND TWO
- RW3 RURAL OR WOODLAND THREE
- VC VILLAGE COMMERCIAL
- SC SHORELAND COMMERCIAL
- RP RESOURCE PROTECTION
- C CONSERVATION
- SP STREAM PROTECTION

Section 3.4 Permitted, Conditional, and Excluded Uses by District

DISTRICTS:			SR 1								
LAND USE:	VR 1	R 1	SR 2	RW	VC	SC	C	RP	SP	VR3	
	VR 2	R 2	SR 3	2							
			SR 5	RW							
				3							
RESIDENTIAL											
<u>Dwelling 1 & 2 Residential Dwelling One Family & Residential Dwelling Two Family</u>	CEO	CEO	CEO ^(d)	CEO	CEO	CEO ^(d)	C	C ⁸	C ⁴	X	
<u>Dwelling, Multiple Residential Dwelling, Multi-Family</u>	C	C	C	C	C	X	C	X	X	X	
<u>Accessory Residential Dwelling Unit</u>	CEO	CEO	CEO	CEO	CEO	C	C	C ⁸	C ⁴	C ^e	
<u>Accessory structures including structural additions and guest houses^(c)</u>	CEO	CEO	CEO	CEO	CEO	CEO	C	C ⁸	C ⁴	X	
<u>Cluster and Workforce Subdivisions</u>	C	C	X	C	C	X	X	X	X	X	
<u>Residential Storage Building/Shed</u>	CEO	CEO	CEO	CEO	CEO	CEO	C	C ⁸	C ⁴	X	
<u>Mobile Home Park</u>	C	X	X	X	X	X	X	X	X	X	

(c) A separate garage is an accessory structure. A separate garage with a dwelling unit shall be deemed a dwelling unit.

(d) See Section 6B.11.3 (Lots)

(e) Accessory residential dwellings in the VR3 District must be for staff housing only.

Appendix D (Article XX; pg. XX)
6B.11.3 Residential and Accessory Dwellings

SECTION 6 STANDARDS FOR USES, PERMITS AND APPROVALS.

6B SPECIFIC PERFORMANCE STANDARDS FOR ACTIVITIES AND LAND USES

6B.11 Lots

3. Requirements for lots wholly outside the Shoreland Zone

1. **Lots abutting more than one road.** Lots which abut more than one road shall have the required setbacks along each road used as an entrance or exit.
2. ~~**Dimensional requirements one-family or two-family dwellings.** One family and two-family dwellings are allowed in all districts, as indicated in Section 3.4, subject to the following: All dimensional requirements shall be met separately for each and every one-family dwelling on a lot. All dimensional requirements shall be met separately for each and every two-family dwelling on a lot.~~

EXCEPTION:

~~For any existing or new lot that is wholly outside the Shoreland Zone, one accessory residential dwelling unit is allowed per lot without an increase in the minimum lot size requirement. Accessory residential dwelling units are incidental and subordinate to the principal use or structure and may be no more than 75 percent of the living area of the primary dwelling unit. The accessory residential dwelling shall meet town and state standards for wastewater disposal and the lot on which the accessory residential dwelling is located shall conform to current minimum lot size standards.~~

2. Residential Dwelling One-family, Two-family and Multi-family.

- a. All dimensional requirements shall be met separately for each and every Residential Dwelling one-family on a lot.
- b. A Residential Dwelling Two Family shall be considered a single structure and all dimensional requirements shall be met separately for each and every Residential Dwelling Two Family on a lot.
- c. Dimensional Standards shall be met for each residential dwelling unit in a Residential Dwelling Multi-Family.

3. Accessory Dwelling Units. For any existing or new lot with a Residential Dwelling One-Family that is wholly outside the Shoreland Zone, one accessory residential dwelling unit is allowed per lot without an increase in the minimum lot area

requirement.

- a. Accessory residential dwelling units can be within the Residential Dwelling One-Family, attached to it, or in a new structure.
- b. An accessory dwelling unit must be a minimum of 190 square feet and may be no more than 75 percent of the living area of the primary dwelling unit.
- c. The accessory residential dwelling must have adequate water supply and shall meet town and state standards for wastewater disposal.
- d. For an accessory dwelling unit permitted in an existing accessory building or secondary building or garage as of the implementation date, the required setback requirements in local ordinance of the existing accessory or secondary building apply.

4. **Requirements for Lots Wholly or Partially within the Shoreland Zone**

- 4. **Multiple structures.** If more than one residential dwelling unit, principal governmental, institutional, commercial, or industrial structure or use, or combination thereof, is constructed or established on a single parcel that is wholly or partially within the Shoreland Zone, all dimensional requirements shall be met for each additional dwelling unit, principal structure, or use.

SECTION 8 DEFINITIONS

ACCESSORY RESIDENTIAL DWELLING UNIT: ~~A dwelling unit either attached to a single-family principal dwelling or located on the same lot and having an independent means of access.~~ A self-contained dwelling unit located within, attached to or detached from a single-family dwelling unit located on the same parcel of land.

RESIDENTIAL DWELLING UNIT: A room or a group of rooms designed for permanent, seasonal, or temporary habitation by one family at a time that includes cooking, toilet, and sleeping facilities. The term shall include mobile homes, accessory dwelling units, and rental units that contain cooking, toilet and sleeping facilities (regardless of the time period rented). Recreational vehicles are not residential dwelling units.

RESIDENTIAL DWELLING ONE-FAMILY: A structure or a portion of a structure designed for human habitation that includes facilities for cooking, eating, and sleeping for one family.

RESIDENTIAL DWELLING TWO-FAMILY: A single structure containing two attached dwelling units, each of which has independent access. The two dwelling units shall share a common floor, roof, or wall. A covered porch or enclosed breezeway measuring no longer than 12 feet in length between the two dwellings shall meet the requirement of a shared floor, roof, or wall.

RESIDENTIAL DWELLING MULTI-FAMILY: A structure or a portion of a structure designed for human habitation that includes facilities for cooking, eating, and sleeping for three or more families. The units may or may not have an internal connection to another unit or units.

Appendix E (Article XX; pg. XX)
Certificates of Occupancy

SECTION 7 CODE ENFORCEMENT OFFICER

7.5 Procedure for Administering Permits

6. Certificate of Occupancy. No structure or portion of a structure that is regulated by this ordinance may be occupied until a Certificate of Occupancy has been issued by the Building Inspector/Code Enforcement Officer. Temporary Certificates of Occupancy are permitted provided no serious life safety hazard exists as judged by the Authority Having Jurisdiction/Code Enforcement Officer. Occupancy without written approval is a violation of the of the ordinance and subject to penalties as prescribed in Section 7.10 of the ordinance.

1. The National Fire Protection Association 101 Life Safety Codes, shall be enforced, as amended from time to time and adopted/approved by the State Fire Marshal's Office.
2. Contractors or Sub-contractors installing structural or mechanical parts of a building regulated, by a, b, c, & d below of this ordinance shall sign off on the Certificate of Occupancy that said installation is in accordance with the requirements contained in said section.
 - a. **Chimneys, Smoke Pipes or Flue Pipes.** Chimneys, smoke pipes and flue pipes shall conform with the requirements of the 1996 National Fire Protection Association 211 Code for Chimneys, Fireplace, Vents and Solid Fuel Burning Appliances, or as amended.
 - b. **Oil Burner Installation.** Oil burner installation and service shall conform to the requirements of the National Fire Protection Association 31 Oil Burning Equipment current edition as designated by the State of Maine Oil and Solid Fuel Board.
 - c. **LP Gas Equipment Installation.** LP Gas equipment installation and service shall conform to the requirements of the National Fire Protection Association 58 Liquefied Petroleum Gases, Storage and Handling, current edition as designated by the State of Maine Oil and Solid Fuel Board.
 - d. **Electrical Installation.** The building shall have a safe and adequate electrical service and wiring, all of which shall conform to the requirements of the National Fire Protection Association 70 National Electrical Code, current edition as designated by the State of Maine Electricians Examining Board. All commercial work and residential service entrance work shall be done under the direction of a master

electrician. Before any electrical service, wiring, and device is put into use, the Master Licensed Electrician responsible for the installation or a State of Maine Electrical Inspector shall give written notice to the Building Inspector that the installation adheres to the prescribed standards.

3. **Inspection Of Work Performed by Licensed Oil Burner Technicians, LP Gas Technicians and Electricians.** It is the responsibility of the licensed professional to perform work in accordance with applicable laws. The State of Maine provides random monitoring of work performed by these professionals and no further inspection is required. However, if during the course of a required inspection the Building Inspector should notice work performed by licensed tradesmen that may be in violation of code, the Building Inspector may request an inspection by a State Inspector.

4. **Manufactured and/or Modular Homes** that are in compliance with the Manufactured Housing Act (Title 10 Maine Revised Statutes Chapter 951) are exempt from all state or other political subdivision codes, standards, rules, or regulations that regulate the same matters. M.R.S. Title 10 Subsection 9043(6)

- a. **Inspection and certification.** Manufactured housing produced by a manufacturer approved in subsection 5, shall be inspected by an approval agency in accordance with this section, and certified by that agency as having been constructed in accordance with the standards adopted by the board provided the approval agency makes that determination. M.R.S. Title 10 Subsection 9043(4)
- b. **Certification.** The manufacturer of that housing, regardless of the approval alternative used, shall certify that the manufactured housing conforms to all applicable standards whether adopted by the board (Manufactured Housing Board) and that manufacturer's certification must be permanently affixed to the manufactured housing in accordance with such requirements as the board may by rule prescribe. Affixation of a certificate to manufactured housing signifies the manufacturer's representation and warranty to all purchasers of the housing that the housing was manufactured in accordance with all applicable standards of the board in effect on the date of manufacture. Therefore, no Certificate of Occupancy shall be issued.

5. **Tiny homes.**

- a. Tiny homes constructed on a trailer that may be mobile and potentially moved from where it was constructed to a site for use as a "dwelling unit" for human occupancy.

The Secretary of State shall issue certificates of title for new tiny homes beginning with model year 2020. The Secretary of State shall issue a certificate of title for a used tiny home of any model year that was previously

issued a State of Maine certificate of title. A certificate of title issued pursuant to this subsection remains in effect unless cancelled pursuant to section 669. Therefore, no Certificate of Occupancy shall be issued.

- b. Tiny homes constructed on a site in a more traditional stick-built manner but meeting certain size standards established in the laws and codes adopted.

This type of tiny home would be a structure constructed under the same codes and standards as a larger, more traditional dwelling and on a foundation, but still meeting the size limitation of less than 400 SF. This is identified in the MUBEC rules under the IRC (Chapter 5) which would be allowed the use of Appendix V. Appendix V provides some code exceptions that have been approved to accommodate the limited size and deemed to provide an acceptable level of safety for the occupants. This type of construction would be subject to all other utility codes adopted by the State of Maine, to include but not limited to, the Maine Internal Plumbing code, State Electrical codes, and Fuel Gas codes.

- c. The Town of Mount Desert does not enforce the Maine Uniform Building & Energy Codes (MUBEC); therefore, a Third-Party Inspector would be required to conduct all inspections, at the property owners' expense of the Tiny Home to assure it meets all the requirements listed above and attached, and provide a report to the Code Enforcement Department, prior to issuing a Certificate of Occupancy.

Appendix F (Article XX; pg. XX)
Land Use Zoning Ordinance Definitions

SECTION 8 DEFINITIONS

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AIR LANDING SITE: An airport, seaplane port, helicopter landing place and accessory uses.

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BACK LOT: A lot that does not have minimum lot width abut on a public or private road and but has direct access to a public or private way that meets the standards of Section 6B.6.

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BULK STORAGE: The storage of chemicals, petroleum products, grains, and other materials in structures for subsequent resale to distributors or retail dealers or outlets. Bulk storage is a warehousing and wholesaling operation.

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CODE ENFORCEMENT OFFICER: A person appointed by the Municipal Officers to administer and enforce this Code.

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CONSTRUCTION EQUIPMENT: Heavy machinery and tools that are used to build and maintain various types of infrastructure and buildings. Construction equipment include bulldozers, excavators, cranes, backhoes, and dump trucks.

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EXCAVATION: The removal or recovery by any means whatsoever of soil, rock minerals, mineral substances, or organic substances other than vegetation from water or land, on or beneath the surface thereof or beneath the land surface, whether exposed or submerged.

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FILL: Sand, gravel, earth or other material of any composition placed or deposited.

FILLING: The process of depositing fill in a low-lying area.]

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MANUFACTURED HOMES OR HOUSING: Those units constructed after June 15, 1976, commonly called "newer mobile homes," which the manufacturer certifies are constructed in compliance with the United States Department of Housing and Urban Development standards, meaning structures,

transportable in one or more sections, which, in the traveling mode, are fourteen (14) body feet or more in width and are seven hundred fifty (750) or more square feet, and which are built on a permanent chassis and designed to be used as dwellings, with or without permanent foundations, when connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein; except that the term shall include any structure which meets all the requirements of this paragraph, except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of the United States Department of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, United States Code, Title 42, Section 5401, et seq.

MANUFACTURED HOMES/HOUSING: A structural unit or units designed to be used as a dwelling or dwellings and constructed in a manufacturing facility and then transported by the use of its own chassis or placement on an independent chassis to a building site. The term includes any type of building that is constructed at a manufacturing facility and then transported to a building site where it is utilized for housing and that may be purchased, sold, offered for sale or brokered by a licensee in the interim. For purposes of this Act, 3 types of manufactured housing are included:

HUD code homes, which are those units constructed after June 15, 1976 that the manufacturer certifies are constructed in compliance with the HUD standard, meaning structures, transportable in one or more sections that, in the traveling mode, are 8 body feet or more in width and 40 body feet or more in length or, when erected on site, are 320 or more square feet, and are built on a permanent chassis and designed to be used as dwellings, with or without permanent foundations, when connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein; except that such term shall include any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of the United States Department of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 United States Code 5401.

State certified modular homes, which are those units that the manufacturer certifies are constructed in compliance with this Act and rules, meaning structures, transportable in one or more sections, that are not constructed on a permanent chassis and are designed to be used as dwellings on foundations when connected to required utilities, including the plumbing, heating, air conditioning or electrical systems contained therein. "Manufactured housing" does not include modular homes constructed at an educational facility by students pursuant to rules adopted by the board.

Pre HUD code homes, which are those units constructed prior to June 15, 1976, meaning structures, transportable in one or more sections, that are 8 body feet or more in width and are 32 body feet or more in length and are built on a permanent chassis and designed to be used as dwellings, with or without permanent foundations, when connected to the required utilities, including the plumbing, heating, air conditioning or electrical systems contained therein.

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MIXED-USE BUILDING: A building that contains a mixture of residential and non-residential uses.

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OFFICE BUILDING: A building used primarily for conducting the affairs of a business, profession, service, or industry.

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RETAIL STORE: An establishment engaging in the selling of goods and merchandise to the general public.

Appendix G (Article XX; pg. XX)
Subdivision Ordinance

5. GENERAL REQUIREMENTS

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5.17 Affordable Housing Density Bonus

5.17.1 Purpose.

This section provides for a density bonus for the creation of affordable dwelling units pursuant to 30-A M.R.S. § 4364. Applicants can either use Section 15.17 or Section 15.16. They cannot use both.

15.17.2 Applicability

For projects that choose to use the provisions of Section 15.17, the standards of Section 15.16 do not apply.

15.17.3 Definitions.

1. Affordable Housing Development. A development composed of single-family dwellings, two-family dwellings, or multi-family dwellings and,
 1. For rental housing, in which a household whose income does not exceed 80% of the area median income can afford 51% or more of the units in the development without spending more than 30% of the household's monthly income on housing costs;
 2. For owned housing, in which a household whose income does not exceed 120% of the area median income can afford 51% or more of the units in the development without spending more than 30% of the household's monthly income on housing costs.
 3. For purposes of this definition, "housing costs" means: (a) for a rental unit, the cost of rent and any utilities (electric, heat, water, sewer, and/or trash) that the household pays separately from the rent; and (b) for an ownership unit, the cost of mortgage principal and interest, real estate taxes (including assessments), private mortgage insurance, homeowner's insurance, condominium fees, and homeowners' association fees.

2. Area Median Income. For the purposes of this definition, "area median income" means the midpoint of a region's income distribution calculated on an annual basis by the U.S. Department of Housing and Urban Development ("HUD"). For purposes of this definition, "region" is the HUD-designated

metropolitan area that includes the Town.

3. Base Density. The maximum number of units allowed on a lot not used for affordable housing based on the dimensional requirements listed for the zone(s) in which the lot is located. This does not include any other density bonuses, transferable development rights, or other similar means that could increase the density of lots not used for affordable housing.

15.17.4 Affordable Housing Density Bonus.

A residential or mixed-use development shall be allowed a maximum dwelling unit density of up to 2.5 times the base density permissible in the underlying land use district if, after completion of the project, more than half of the total dwelling units, existing and new, on the same lot are affordable (as defined above) for a period of at least 30 years. The density bonus may not be applied to non-conforming lots. If a fraction results when calculating the density bonus, the number of units shall be rounded down to the nearest whole number.

15.17.5 Location.

An affordable housing development must be located in a Growth Area defined in the Town's most recently adopted Comprehensive Plan, or served by a public, special district, or other centrally managed water system and a public, special district, or other comparable/engineered sewer system. Notwithstanding the foregoing requirement, the Town has no obligation to provide, install, or extend public sewer or water to any development.

15.17.6 Water and Wastewater Requirements.

1. The applicant must provide written verification that each proposed unit within the affordable housing development will be connected to adequate water and wastewater services.
2. The applicant must make adequate provision for the long-term maintenance, repair, and improvement of any (i) individual private septic system, (ii) comparable/engineered sewer systems, (iii) individual private wells, and (iv) public water systems proposed to serve the units within the affordable housing development, including a process of collection and enforcement to obtain capital improvement funds from the developer (for rental housing) or the unit owners (for owned housing).

15.17.7 Minimum Lot Sizing for Septic.

The subject property complies with minimum lot size requirements in accordance with 12 M. R. S. Chapter 423-A, as amended, if subsurface wastewater disposal is proposed.

15.17.8 Parking.

No more than 2 off-street parking spaces are required for every 3 units.

15.17.9 Long-Term Affordability.

More than half of the total dwelling units in the affordable housing development must be designated as affordable rental units or affordable homeownership units. The owner of the affordable housing development must execute a restrictive covenant, in form acceptable to the Planning Board and for the benefit of and enforceable by the Town or a third party acceptable to the Planning Board, recorded in the Hancock County Registry of Deeds, to ensure that for at least 30 years after completion of construction, occupancy of all of the dwelling units designated affordable in the affordable housing development remains limited to households at or below 80% (for rental housing) or 120% (for owned housing) of the local area median income at the time of initial occupancy. The restrictive covenant must run with the land and encumber the affordable housing development, be binding upon the developer (for rental housing) or the unit owners (for owned housing) and their successors and assigns, and inure to the benefit of and be enforceable by the Town and a third party acceptable to the Planning Board.

15.17.10 Phase Project.

For phased projects, the Town may issue Certificates of Occupancy for dwelling units in a phase of a project only if a sufficient number of affordable dwelling units, subject to an affordable housing agreement consistent with 15.17.8 above, are included in the phase so that more than one-half of the total number of dwelling units that will be approved for occupancy, as evidenced by Certificates of Occupancy, at the end of the phase constitute affordable dwelling units.

15.17.11 Shoreland Zoning.

An affordable housing development must comply with shoreland zoning requirements established by the Department of Environmental Protection under Title 38, Chapter 3, and municipal shoreland zoning ordinances.

**Appendix H (Article XX; pg. XX)
Marine and Freshwater Structures**

SECTION 3 LAND USE DISTRICTS

3.4 Permitted, Conditional, and Excluded Uses by District:

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

- P Use allowed without a permit** (but the use must comply with all applicable land use standards)
- C Use allowed with conditional use approval from the Planning Board** Use allowed with conditional use approval from the Planning Board, except where the code enforcement officer may authorize minor changes in the placement and size of improvements for an approved conditional use permit
- X Use is prohibited**
- CEO Use allowed with a permit from the code enforcement officer**

Section 3.4 Permitted, Conditional, and Excluded Uses by District

DISTRICTS:	SR 1									
LAND USE:	VR 1	R 1	SR 2	RW 2	VC	SC	C	RP	SP	VR3
	VR 2	R 2	SR 3	RW 3						
ESSENTIAL SERVICES										
<u>Permanent Piers, Docks, Wharves, Bridges, and other Structures and Uses Extending over or below the Normal High-Water line or within a wetland (refer to Section 6C.7)¹³</u>	X	C	C	C	X	C	C	X	X	C ¹²

Note: Some footnotes have been deleted. – namely 1,2,3 & 5.

⁴ Provided that a variance from the setback requirement is obtained from the Board of Appeals; otherwise, the setback is 75 feet. Any Excavation or Filling must be limited to that necessary for the construction of approved structures.

⁶ See further restrictions in Section 6C.5.2

⁷ Only as provided in Section 6C.9.3

⁸ Single family residential structures may be allowed by special exception only according to the provisions of Section 7.5.3, Special Exceptions. Two-family residential structures are prohibited.

⁹ Permit not required but must file a written "notice of intent to construct" with CEO.

¹⁰ Timber Harvesting is regulated by the Bureau of Forestry in the Department of Agriculture, Conservation and Forestry.

¹¹ Mobile Food Vendors are allowed to operate without a permit or license for limited time events (up to three consecutive days and maximum of two events per year on the same property).

However, written property owner authorization is required to be posted for any Mobile Food Vendor activity on private property, regardless of whether or not a permit is required.

¹² Uses only allowed if associated with hotel/motel use

¹³ Marine structures that are less than 10 feet in length and which remain in or over the water for less than seven (7) months in any period of twelve (12) consecutive months only require a permit from the Code Enforcement Officer (state and federal permits may still be needed).

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SHORELAND ZONING STANDARDS

Land Use Standards. All land use activities within the shoreland zone shall conform with the following provisions, if applicable.

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6C.7 ~~Marine and Freshwater Structure Performance Standards~~ Piers, Docks, Wharves, Bridges, and other Structures and Uses Extending over or below the Normal High-Water line or within a wetland

~~**Requirement.** All marine structures shall require Conditional Use Approval of the Planning Board and compliance with the performance standards below before Conditional Use Approval will be granted. The Planning Board or Code Enforcement Office may require the submission of an environmental impact assessment on natural areas and may require mitigation measures such as 1.) Changes in the design and/or location of the marine structure, and/or 2.) Changes in the magnitude of activities on the marine structure. Bridges and other crossings not involving earthwork, do not require a permit.~~

The performance standards are as follows:

Commercial and public marine structures are exempt from requirements 13 through 16.

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8. **Height limit.** Except in the Shoreland Commercial District, structures built on, over or abutting a pier, dock, wharf, or other structure extending below the normal high-water line of a water body or within a wetland shall not exceed twenty (20) feet in height above the pier, wharf, dock, or other structure.

~~9. **Conditional use permit required.** Piers, docks, floats, wharves, breakwaters, causeways, marinas, bridges more than 20 feet in length, and permanent uses projecting into water bodies from normal high water line shall require Conditional Use Approval of the Planning Board. The Planning Board may issue guidelines to ensure compliance with state laws.~~

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SECTION 8 DEFINITIONS.

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MARINE STRUCTURE: Piers, docks, floats, wharves, bridges ~~over ten (10) feet in length,~~ and other marine structures extending over or below the normal high-water line of a water body or within a wetland.

Appendix I (Article XX; pg. XX)
Short-Term/Vacation Rental Licensing Ordinance

Town of Mount Desert
Short-Term/Vacation Rental Licensing Ordinance

I. Purpose

The Town of Mount Desert recognizes that the ability for some year-round property owners to rent their residential dwelling unit and/or accessory dwelling unit as a short-term rental has contributed to their ability to remain as a year-round resident of the Town of Mount Desert. At the same time, there are legitimate concerns about the increase in number of vacation rentals and the undue impacts they can have on the year-round community and quality of life of the Town. The purpose of this ordinance is to establish a licensing program to enable the Town of Mount Desert to monitor, track, and regulate short-term rentals and vacation rentals in the Town and to institute performance standards intended to protect property owners, renters, and neighbors from potential negative impacts.

II. Applicability

- A. This Ordinance only regulates business licensing of rental units and does not constitute land use regulation.
- B. For the purposes of this ordinance a seasonal vacation rental shall be treated the same as a short-term rental.
- C. Permitted short-term rentals and vacation rentals. Residential dwelling units may be used as short-term rentals or vacation rentals upon the issuance of a short-term rental or vacation rental license for the premises in accordance with the requirements of this ordinance.
- D. Prohibited short-term rentals and vacation rentals. No person may offer for rent, operate, or otherwise use any residential dwelling unit in the Town of Mount Desert for short-term rentals or vacation rentals if such person has not secured and maintained a valid short-term rental or vacation rental license for the premises.
- E. Lodging establishments exempt. The following lodging establishment uses are exempt from the licensing requirements and standards of this chapter: hotels, motels, bed-and-breakfasts, boarding houses, and inns.
- F. A short-term rental or vacation rental does not include dwelling units that are rented for less than a total of 15 days in a calendar year or when relatives and friends stay for no monetary compensation.

III. Validity and Severability

If any provision of this chapter shall be found to be invalid or unconstitutional, such invalidity shall not affect the remaining provisions of this chapter and, to that end, the provisions of this chapter are hereby declared severable.

IV. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

LICENSEE – The holder of a license to operate a short-term rental or vacation rental.

OWNER — An individual person or persons or an entity that is the owner of record of real property as documented by deed or other document evidencing ownership recorded at the Hancock County Registry of Deeds or Registry of Probate.

RESIDENTIAL DWELLING UNIT —This term shall have the meaning provided for that term in the Town of Mount Desert Land Use Zoning Ordinance, as may be amended from time to time.

SEASONAL VACATION RENTAL - The rental of a seasonal dwelling unit, or portion thereof, for occupancy for dwelling, sleeping or lodging purposes for periods of fewer than twenty-eight (28) consecutive nights, for compensation, directly or indirectly. These structures lack one or more of the basic amenities or utilities required for all-year or all-weather occupancy. The dwelling unit is occupied or used for less than 180 days per calendar year and water service (either via well or public water) is available only seasonally. For the purposes of this ordinance a seasonal vacation rental shall be treated the same as a short-term rental.

SHORT-TERM RENTAL — The rental of a dwelling unit, or portion thereof, for occupancy for dwelling, sleeping or lodging purposes for periods of fewer than twenty-eight (28) consecutive nights, for compensation, directly or indirectly. A short-term rental is owned by the licensee as their primary residence.

PRIMARY RESIDENCE – The dwelling unit a person or persons registers as their address for tax and government identification purposes, and where he or she resides for more than half of the year.

VACATION RENTAL – A residential dwelling unit, or portion thereof, that is not a primary residence and is rented to guests for dwelling, sleeping or lodging purposes for periods of fewer than twenty-eight (28) consecutive nights, for compensation, directly or indirectly, excluding motels, hotels, bed-and-breakfasts, boarding houses, and inns.

V. Requirements

- A. No short-term rental or vacation rental shall be advertised, rented, or operated without the owner first obtaining a short-term rental or vacation rental license. No short-term rental or vacation rental license shall be issued to an owner unless and until the short-term rental or vacation rental is in compliance with the requirements and standards of this ordinance.
- B. A short-term rental or vacation rental license shall be valid only for the calendar year in which the license is issued (i.e. all short-term rental and vacation rental licenses expire on December 31 of each year).
- C. The applicant shall provide all the information requested on the short-term rental or vacation rental license application form(s).

- D. Any time that a short-term rental or vacation rental application is submitted for a property, the applicant shall certify on the application that the proposed short-term rental or vacation rental property complies with the standards in this ordinance.
- E. A short-term rental or vacation rental may only be registered by the legal owner of the property or an authorized representative designated in writing.
- F. Non-refundable fees for a short-term rental licenses or vacation rental licenses shall be as adopted by order of the Board of Selectmen for the Town of Mount Desert, as may be amended from time to time. Such fee must be submitted with the application form at the time of registration and/or renewal.
- G. A registration number will be given to each unit registered. Registrations are limited to the dwelling unit for which they are issued and shall not be transferable to a different dwelling unit.

VI. License Application

- A. All applications for short-term rental and vacation rental licenses shall be filed with the Town on forms provided for this purpose.
- B. At a minimum, each applicant for a short-term rental or a vacation rental license shall provide the following information:
 - 1. The street address of the property and unit number, if applicable.
 - 2. The name of the owner of the property and the owner's address or the owner's representative address and contact information.
 - 3. The number of short-term rental guests or vacation rental guests allowed.
 - 4. Emergency contact information.
 - 5. Whether the license is for a short-term rental or a vacation rental.
 - 6. Self-compliance affidavit indicating compliance with the standards of this ordinance.

VII. License Procedure – Short-Term Rentals

- A. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. Thereafter, short-term rental license renewals shall be required on an annual basis.
- B. Initial Annual License Cycle Application Period. Prior to the first effective license cycle, short-term rental license applications may be submitted to the Town any time prior to March 1, 2025.
- C. License Renewals. Short-term rental licenses shall expire on December 31 of each calendar year. Short-term rental license holders may renew such license by submitting a renewal application, via a renewal process established by the Town. Applications for renewals will be accepted until March 1 of each calendar year. Any renewal applications received after March 1 will be considered late and will be subject to a late fee at a rate established by the Mount Desert Board of Selectmen.

- D. First time applications following March 1, 2025. First time license applications after March 1, 2025, may be completed at any time during a calendar year. For the purposes of this Ordinance “first time applications” shall include property owners wishing to license their short-term rental units for the first time, or after more than one year’s lapse of a previously issued license.

VIII. License Procedure – Vacation Rentals.

- A. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. Thereafter, vacation rental license renewals shall be required on an annual basis.
- B. Initial Annual Registration Cycle. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. License applications for vacation rentals may be submitted to the Town any time prior to March 1, 2025. Applications received after March 1, 2025 will be processed as first-time applications, per Section VIII.C on a space available basis until the limits described in Section VIII.E have been reached. After the initial registration cycle, any duly licensed vacation rental may continue operating as long as the license is current and renewed for the current calendar. If the license is not renewed by the expiration date, then the license expires, and the unit then loses the licensed protection provided by the registration.
- C. First time Applications. After the initial annual registration cycle, subject to the availability of vacation rental licenses, first time license applications may be submitted for processing at any time during a calendar year. For the purposes of this Ordinance, “first time applications” shall include property owners wishing to license their vacation rental units for the first time, or after more than one year’s lapse of a previously issued license.
- D. License Renewals. Vacation rental license holders may renew such license by submitting a renewal application, via a renewal process established by the Town. Applications for renewals will be accepted until March 1 of each calendar year. Any renewal applications received after March 1 will be considered late and will be subject to a late fee at a rate established by the Mount Desert Board of Selectmen. Late renewal applications will be processed with first-time applications on a space available basis until the limits described in Section VIII.E have been reached.
- E. Maximum number of vacation rental registrations.
 - 1. The Town-wide maximum number of vacation rental licenses that may be issued shall not exceed 10% of the Town's total number of dwelling units. The total number of dwelling units shall be determined by the Assessor as of April 1 of each year.
 - 2. There will be no cap on the number of applications for vacation rentals in the initial registration cycle. After the initial registration cycle, any duly licensed vacation rental may continue operating as long as the license is current and renewed for the current calendar. If the license is not renewed by the expiration date, then the license expires, and the unit then loses the licensed protection provided by the registration.
 - 3. In the event that the Board of Selectmen receives more applications during any subsequent registration cycle than the allowable number of licenses the town shall

establish a wait list. Licenses on the wait list shall be awarded on a space available basis based on the order in which the applications were received.

IX. Transferability.

- A. Short-term Rental Licenses. Short-term rental licenses issued under this ordinance shall be transferable to a new owner as of the day the new owner acquires possession of the property and shall expire at the end of that same calendar year, and shall be subject to treatment as a new "vacation rental" if the ownership and use by the new owner meets the definition of that term.
- B. Vacation Rental Licenses. Vacation rental licenses issued under this ordinance shall not be transferable to a new owner or location. Any change of ownership shall require a new license, except transfers of the real estate and related license in a permitted transfer.
 - 1. A "permitted transfer" is a transfer of the subject real estate and the related license to a permitted transferee. A "permitted transferee" includes 1) another current owner of the subject real estate; 2) the spouse, parent(s), child(ren) and/or grandchild(ren) of a current owner; 3) a trust for the benefit of a current owner, a current owner's spouse or parent(s), a current owner's child(ren) and/or grandchild(ren) of a current owner; or 4) for estate planning purposes, a trust, limited-liability company (LLC), corporation or other entity, as long as the beneficiaries of the trust or owners of the entity, as applicable, are a current owner, a current owner's spouse or parent(s) , a current owner's child(ren) and/or grandchild(ren) of a current owner. In the case of a transfer to a permitted transferee, the permitted transferee shall become a "licensee" and an "owner," and the definition of "permitted transferee" shall apply to the new licensee/owner.
- C. Licenses/owners shall be required to certify that they comply with the provisions of this section annually and that they have not engaged in any transfers, or been transferees in any transfers, that are not permitted transfers.
- D. Licenses are limited to the dwelling unit for which they are issued and shall not be transferable to a different dwelling unit.

X. Inspection.

- A. The Code Enforcement Officer or designee may inspect the licensed premises to determine compliance with the standards of this ordinance. However, said inspection shall not be required as a condition of license issuance.

XI. Notice.

- A. The licensee must post a notice that identifies the short-term rental or vacation rental license number and the name, address, telephone number(s), and email address of the owner's local contact person, and the maximum number of short-term rental or vacation rental guests allowed. This notice shall be readily available inside each dwelling being used as a short-term rental or vacation rental.

VI. Standards

At the time of issuance of a license, and at all times during the continuance of a short-term rental or vacation rental license, the following minimum standards shall be met.

- A. The property taxes and any other applicable town fees associated with the short-term rental or vacation rental property shall not be in arrears;
- B. Street numbers, if applicable, shall be compliant with Town 911 standards.
- C. Smoke alarms. Smoke alarms shall be installed in each bedroom, outside each separate area used for sleeping, and on each story of the short-term rental unit (including in basements and in habitable attics).
- D. Carbon Monoxide Detectors. Carbon monoxide detectors shall be installed in compliance with Title 25 of the Maine Revised Statutes, as may be amended from time to time (25 M.R.S. § 2468, as amended).
- E. Fuel Gas Detectors. Fuel gas detectors shall be installed in compliance with 25 M.R.S. § 2469, as amended.
- F. Subsurface wastewater disposal system. The short-term rental or vacation rental must have a subsurface wastewater disposal system that complies with all applicable standards of the Subsurface Wastewater Disposal Rules.
- G. Portable fire extinguishers. At least one appropriately sized portable fire extinguisher shall be mounted in a prominent location within the short-term rental or vacation rental unit.
- H. Parking. Short-term rental or vacation rental guests and their guests are prohibited from parking in a manner that impedes access by emergency vehicles to the property or any other property in the neighborhood
- I. Advertising. It shall be unlawful to advertise occupancy or use of a short-term rental or vacation rental that has not been licensed. Licensed short-term rentals or vacation rentals in good standing may advertise for use or occupancy beyond the current licensing year. For the purposes of this section, the term "advertise" shall mean any form of communication for marketing that is used to encourage, persuade, or direct viewers, readers or listeners to contract for units, goods and/or services as may be viewed through various media included, but not limited to, newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites or text messages. The short-term rental or vacation rental advertising must be consistent with the terms of the short-term/vacation rental license.
- J. Trash shall be removed from the short-term rental or vacation rental unit on at least a weekly basis while the property is being rented as a short-term/vacation rental.
- K. Occupancy limits. The maximum occupancy of a short-term rental or a vacation rental shall be limited to no more than two guests per bedroom, plus two additional guests total for the entire dwelling unit. By way of example, the maximum capacity for a three-bedroom dwelling short-term rental or vacation rental is eight guests (i.e., three bedrooms multiplied

by two short-term rental or vacation rental guests, plus an additional two short-term rental or vacation rental guests, for a total of eight short-term rental or vacation rental guests).

VII. Violations and Enforcement

A. Violations and Enforcement

1. Violation of operation without a registration. It shall be a violation of this Ordinance for any person to advertise for rent, rent, or operate a short-term rental or vacation rental without a valid license.
2. Violation of registration. The Code Enforcement Department shall enforce the provisions of this Ordinance and the terms and conditions of licenses issued hereunder, and the Code Enforcement Officer or designee shall have authority to investigate all alleged violations of this Ordinance or of said licenses. If after investigation, the Code Enforcement Officer or designee finds that any provision of this ordinance or any term or condition of any such license is being violated, written notice of such violation shall be given to the owner and/or to any other person responsible for such violation by certified mail, return receipt requested. Such a notice shall describe the nature of the violation and the action that needs to be taken within a reasonable time (as determined by the Code Enforcement Officer or designee) to correct the violation, including discontinuance of the illegal use of land, buildings, structures or units. A copy of such notice shall be submitted to the Select Board and shall be maintained as a permanent record.

B. Enforcement; Fines and Penalties

If, after notice given by the Code Enforcement Officer or designee, the violation is not abated or corrected, any person who continues to violate any provision of the Ordinance or license issued hereunder shall be subject to fines and penalties as set forth in a penalty schedule established by the Board of Selectmen. Each day of each violation shall be considered a separate violation. Any such fines or penalties may be in addition to any suspension or revocation imposed in accordance with other provisions of this ordinance. The Board of Selectmen or its authorized agent(s) are hereby authorized to enter into administrative consent agreements for the purposes of eliminating violations of this Ordinance.

In addition to local administrative proceedings to address violations of this Ordinance, the Town may also institute, or cause to be instituted, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this Ordinance. In any administrative enforcement or court action, the Town may seek injunctive relief in addition to fines and penalties. The Town shall be entitled to recover its costs of enforcement, including its reasonable attorneys' fees, court costs, and out-of-pocket expenses.

C. Appeals

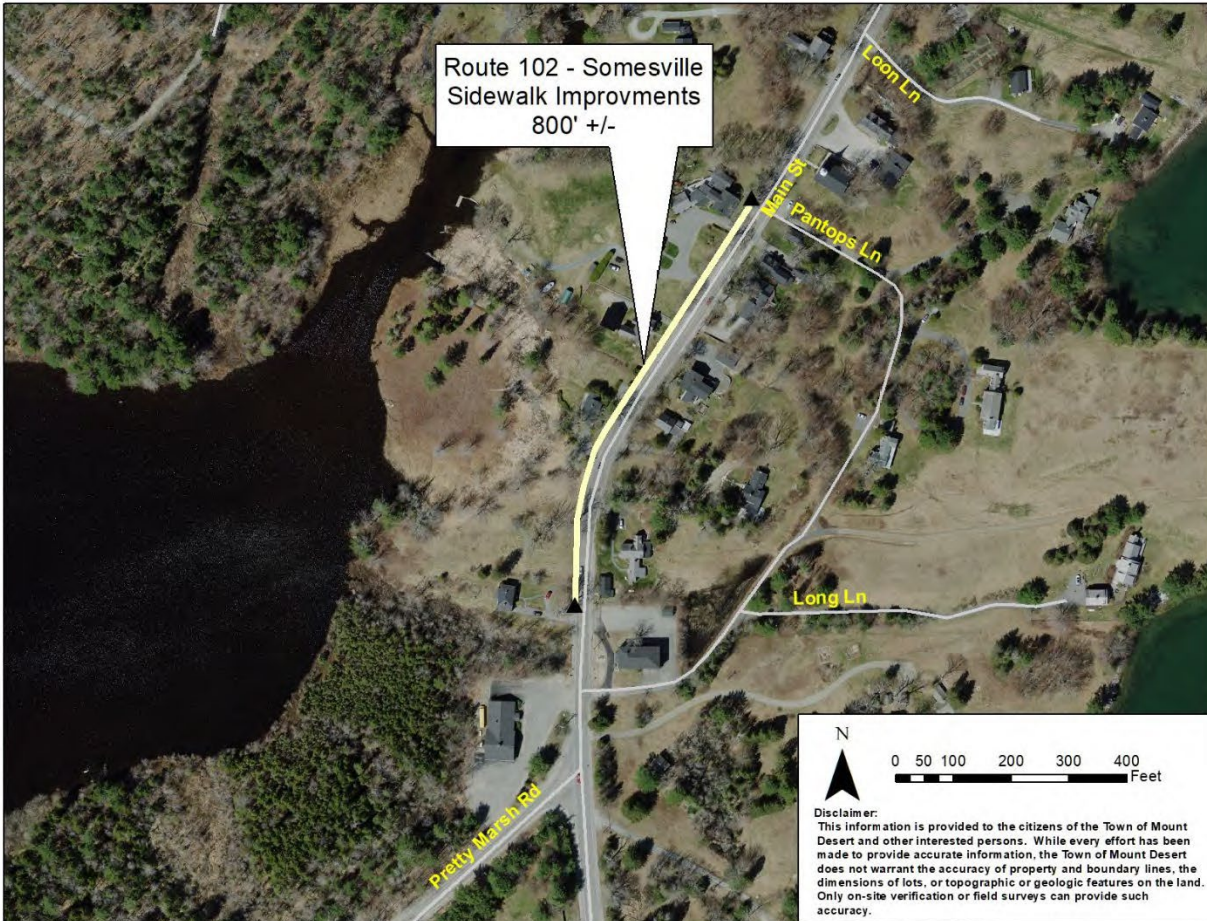
The Board of Appeals may, upon written application of an aggrieved party received by the Town Office within 30 days of any decision or enforcement action by a municipal official or municipal body that interprets or applies this Ordinance, hear appeals from such decision. For purposes of this section, the term "decision" is limited to an order, decision, or enforcement action made in writing by the Code Enforcement Officer or designee.

Appendix J (Article XX; pg. XX)
Denning Brook and Timber Ridge Map



Appendix K (Article XX; pg. XX)
Sidewalks

Somesville Sidewalk Improvements



Seal Harbor Sidewalk Improvements



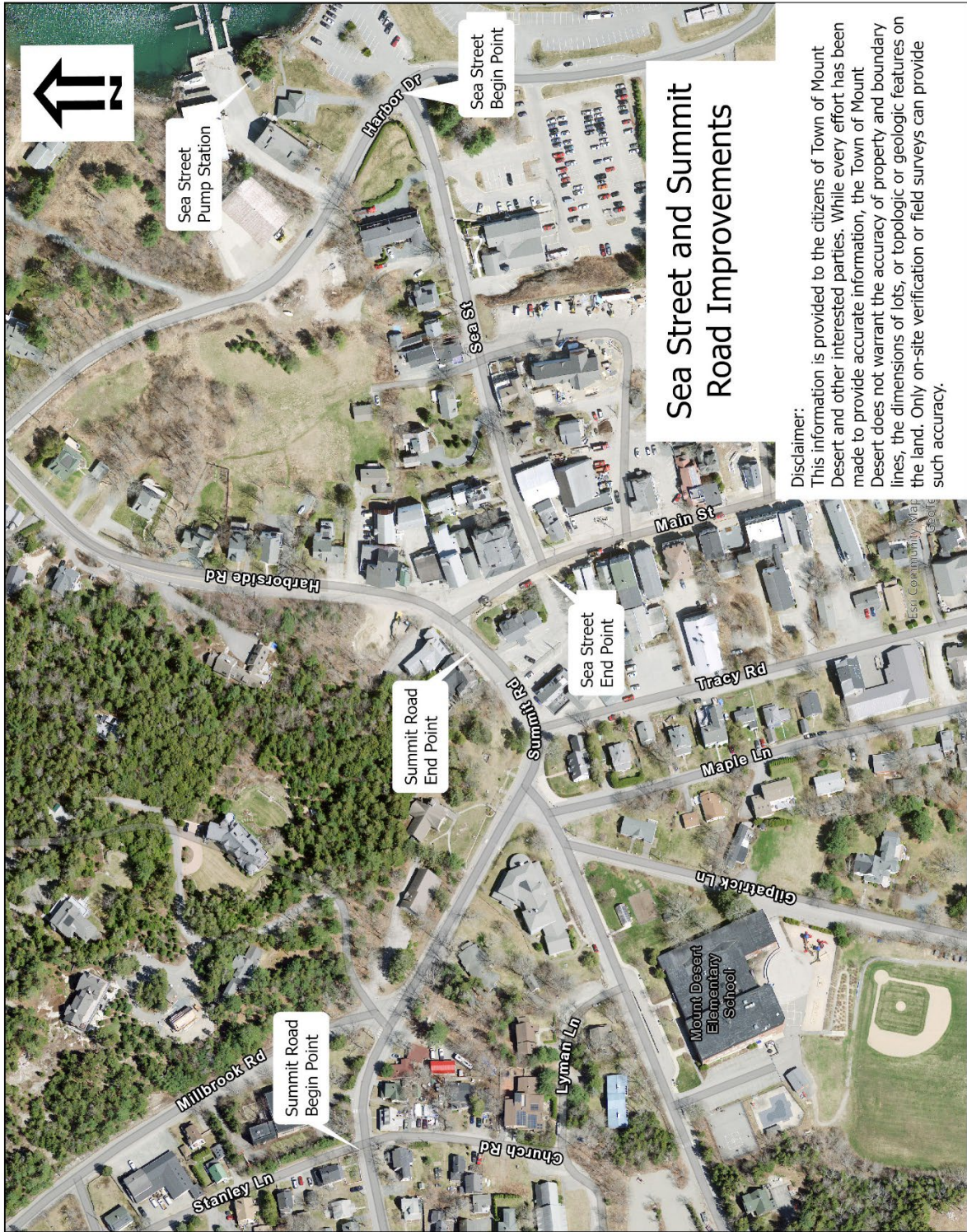
Appendix L (Article XX; pg. XX)
 Gray Cow Parking and Old Firehouse Lane



Disclaimer:
 This information is provided to the citizens of Town of Mount Desert and other interested parties. While every effort has been made to provide accurate information, the Town of Mount Desert does not warrant the accuracy of property and boundary lines, the dimensions of lots, or topologic or geologic features on the land. Only on-site verification or field surveys can provide such accuracy.

Gray Cow and
 Museum Parking
 Old Firehouse Lane

Appendix M (Article XX; pg. XX)
 Summit Road & Sea Street Rehabilitation



**Appendix X (Article XX; pg. XX)
2024-2025 Estimated Tax Rate**

2024-2025 ESTIMATED TAX RATE

	Proposed F.Y. 2024-2025	Last Year F.Y. 2023-2024	Increase / (Decrease)	% Change
Municipal Budget	\$15,260,320	\$14,130,731	\$1,129,589	8.0%
Elementary School	\$5,039,078	\$4,379,142	\$659,936	15.1%
High School	\$3,992,876	\$3,752,276	\$240,600	6.4%
Hancock County Tax	\$1,350,241	\$1,157,710	\$192,531	16.6%
Total Budget	\$25,642,515	\$23,419,859	\$2,222,656	9.5%
Less Projected Revenues	\$2,509,664	\$2,815,157.00	(\$305,493)	-10.9%
Amount To Be Raised	\$23,132,851	\$20,604,702	\$2,528,149	12.3%
Estimated Taxable Valuation	\$2,503,604,445	\$2,378,604,445	\$125,000,000	5.3%
Estimated Tax Rate	\$9.28	\$8.72	\$0.56	6.4%

2024-2025 taxable valuation * mill rate of	\$9.28	\$23,233,449	2023-2024 Tax Rate	\$8.72
2024-2025 amount to be raised		\$23,132,851	2024-2025 Tax Rate	\$9.28
Estimated Overlay		\$100,598	% Increase In Tax Rate	6.4%

Each \$0.10 on the tax rate raises \$250,400

To Reduce Mill Rate by:	\$0.10	Requires either reducing	\$250,400
	\$0.20	spending or increasing	\$500,700
	\$0.30	revenues by some	\$751,100
	\$0.40	combination thereof.	\$1,001,400
	\$0.50		\$1,251,800
	\$0.60		\$1,502,200
	\$0.70		\$1,752,500
	\$0.80		\$2,002,900
	\$0.90		\$2,253,200
	\$1.00		\$2,503,600

Appendix X (Article XX; pg. XX)
2024 Municipal Property Tax Levy Limit Worksheet

2024 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

Municipality: MOUNT DESERT _____ Contact Person*: KYLE AVILA _____ Phone Number: _____

* The Contact Person should be able to answer clarifying questions about the reported information.

The following two pages show how to calculate your municipality's property tax levy limit. Completing these pages is not mandatory, but doing so will help ensure that your municipality complies with Maine law on the rate of property tax increases. Information on new property, appropriations, and deductions should be collected from the assessor and the valuation book before completing these pages.

Calendar Year Municipalities - For communities with "calendar year" budgets, the use of the term 2022 refers to the budget year that ended at the end of 2022 or early 2023. The use of the term 2023 refers to the budget year that will end at the end of 2023 or in early 2024.

Fiscal Year Municipalities - For communities with "fiscal year" budgets, the use of the term 2023 refers to the July 1, 2022 to June 30, 2023 budget year. The use of the term 2024 refers to the July 1, 2023 to June 30, 2024 budget year.

LAST YEAR'S (2023) MUNICIPAL PROPERTY TAX LEVY LIMIT

This is the portion of 2023 property tax revenue used for municipal services.

- If last year the municipality committed LESS THAN or EQUAL TO the limit, enter last year's **limit** on Line 1 below.
- If last year the municipality voted to EXCEED the limit ONCE (just last year), enter last year's **limit** on Line 1 below.

1. **LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT** \$11,687,966

OR

- If last year the municipality voted to INCREASE the limit PERMANENTLY, complete Steps A-D below. The information needed for this calculation is on the *Municipal Tax Assessment Warrant*, filed in the Valuation Book.

- | | |
|--|---------------------|
| A. Last year's Municipal Appropriations (2023 Municipal Tax Assessment Warrant) | <u>\$14,130,731</u> |
| B. Last year's Total Deductions (2023 Municipal Tax Assessment Warrant) | <u>\$2,841,825</u> |
| C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".) | <u>\$</u> |
| D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above. | <u>\$11,288,906</u> |

CALCULATE GROWTH LIMITATION FACTOR

- Each municipality's Growth Limitation Factor is based on local property growth and statewide income growth.

- | | |
|---|------------------------|
| 2. Total New Taxable Value of lots (splits), buildings, building improvements, and personal property first taxed on April 1, 2023 (or most recent year available) | <u>\$14,428,100</u> |
| 3. Total Taxable Value of Municipality on April 1, 2023 (or most recent year available) | <u>\$2,367,862,711</u> |
| 4. Property Growth Factor (Line 2 divided by Line 3) | <u>0.0061</u> |
| 5. Income Growth Factor (provided by the Department of Administrative & Financial Services) | <u>0.0469</u> |
| 6. Growth Limitation Factor (Line 4 plus Line 5) | <u>0.0530</u> |
| 7. Add 1 to the Growth Limitation Factor calculated in Line 6.
(For example, if Line 6 is 0.0362, then enter 1.0362 on Line 7.) | <u>1.0530</u> |

2024 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

CALCULATE 2023-2024 CHANGE IN REVENUE SHARING (previously "NET NEW STATE FUNDS")

- Determine if revenue sharing increased or decreased. Years refer to municipal fiscal year.

8. 2023 Municipal Revenue Sharing	<u>\$154,352</u>
9. 2024 Estimated Municipal Revenue Sharing	<u>\$162,881</u>
10. If Line 8 is greater than Line 9, then calculate Line 8 minus Line 9. Enter result at right; skip Line 11.	<u>\$</u>
11. If Line 9 is greater than Line 8, then complete 11A & 11B below.	
A. Multiply Line 8 by Line 7.	<u>\$162,533</u>
B. Calculate Line 9 minus Line 11A. If result is negative, enter "0".	<u>\$348</u>

CALCULATE THIS YEAR'S (2024) MUNICIPAL PROPERTY TAX LEVY LIMIT

- This year's Property Tax Levy Limit is last year's limit increased by the Growth Factor and adjusted for revenue sharing.

12 Apply Growth Limitation Factor to last year's limit. (Line 1 multiplied by Line 7)	<u>\$12,307,428</u>
13 THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT	
If Line 9 is greater than Line 8 (revenue sharing increased), you <u>MUST</u> subtract Line 11B from Line 12. This is <u>required</u> .	
OR If Line 9 is less than Line 8 (revenue sharing decreased), you <u>MAY</u> add Line 10 to Line 12. This is <u>optional</u> .	
- Enter result at right.	<u>\$12,307,080</u>

CALCULATE THIS YEAR'S (2024) MUNICIPAL PROPERTY TAX LEVY

- The information needed for this calculation is on the 2024 Municipal Tax Assessment Warrant, filed in the Valuation Book. Use estimates if necessary.

A. This year's Municipal Appropriations (2024 Municipal Tax Assessment Warrant)	<u>\$15,260,320</u>
B. This year's Total Deductions (2024 Municipal Tax Assessment Warrant)	<u>\$2,509,664</u>
C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".)	<u>\$0</u>
14 THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY (Add Lines A and C, and subtract Line B)	<u>\$12,750,656</u>

15 COMPARE this year's MUNICIPAL PROPERTY TAX LEVY to the LIMIT (Line 13 minus Line 14) (\$443,576)
 (If the result is **negative**, then this year's municipal property tax levy is greater than the limit and a vote must be taken.)

16 Did the municipality vote to EXCEED the limit ONCE (just this year)? NO YES
 (Voting to exceed the limit means the municipality will calculate next year's limit based on line 13.)
 If "yes", please describe why:

17 Did the municipality vote to INCREASE the limit PERMANENTLY (for current and future years)? NO YES
 (Voting to increase the limit means the municipality will calculate next year's limit based on line 14.)
 If "yes", please describe why:

2024 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

TREASURER'S WARRANTS

Warrants for BOS Agenda:

BOS Agenda:

3/19/2024

	Description	#	Date	Amount
A. Warrants to be Approved and Signed:				
	Town Invoices			
		AP#2457	03/19/24	597,429.94
				\$ 597,429.94
B. Authorized Warrants to be Signed: (Wendy needs to abstain)				
(Prior Electronic or Manual Authorization)				
	Town State Fees & P/R Benefits			
		AP#2455	03/06/24	\$ 110,062.88
		AP#2456	03/13/24	\$ 5,709.50
	Town Payroll			
		PR#2422	03/15/24	\$ 163,501.31
				\$ 279,273.69
C. Warrants to be Acknowledged:				
	School Invoices			
		AP#9	3/6/24	\$ 94,355.02
		AP#10	3/12/24	\$ 75,383.50
	School Payroll			
		PR#19	03/15/24	\$ 105,509.42
	Town Voids			
				\$ 275,247.94
TOTAL WARRANTS FOR BOS MEETING				\$ 1,151,951.57

Town of Mount Desert



YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 General Fund							
200 Governing Body	36,770	0	36,770	9,861.94	.00	26,908.06	26.8%
201 Municipal Management	432,064	0	432,064	314,953.33	.00	117,108.67	72.9%
202 Town Clerk	139,940	10,321	150,261	97,848.43	.00	52,412.65	65.1%
203 Elections	17,000	0	17,000	6,549.77	.00	10,450.23	38.5%
204 Planning Board	52,263	35,677	87,940	94,459.31	.00	-6,519.31	107.4%
205 Finance	314,851	0	314,851	221,809.04	.00	93,041.96	70.4%
206 Assessing	143,212	0	143,212	103,135.44	.00	40,076.56	72.0%
207 Code Enforcement	212,484	0	212,484	151,466.08	.00	61,017.92	71.3%
208 Unallocated	113,000	0	113,000	41,123.45	.00	71,876.55	36.4%
209 Human Resources	55,400	0	55,400	3,609.74	.00	51,790.26	6.5%
210 Technology	220,887	0	220,887	187,323.20	.00	33,563.80	84.8%
211 Contracted Mun & Comm-Oriented	143,000	0	143,000	143,000.00	.00	.00	100.0%
300 General Assistance	5,000	0	5,000	1,055.83	.00	3,944.17	21.1%
350 Rural Wastewater Support	222,066	0	222,066	203,589.00	.00	18,477.00	91.7%
401 Police	1,166,478	636	1,167,114	486,545.19	.00	680,568.36	41.7%
403 Fire	2,267,334	0	2,267,334	1,632,330.13	.00	635,003.87	72.0%
404 Hydrants	273,500	0	273,500	205,125.00	.00	68,375.00	75.0%
405 Shellfish Conservation	3,403	0	3,403	.00	.00	3,403.00	.0%
406 Street Lights	11,250	0	11,250	6,765.72	.00	4,484.28	60.1%
407 Animal Control	4,980	0	4,980	.00	.00	4,980.00	.0%
408 Communication	456,295	0	456,295	299,796.31	.00	156,498.69	65.7%
409 Emergency Management	1,000	0	1,000	.00	.00	1,000.00	.0%
501 Highways	2,004,068	0	2,004,068	1,526,298.96	.00	477,769.04	76.2%
505 Wastewater Operations	745,157	0	745,157	501,309.54	.00	243,847.46	67.3%
506 Waste Water Treatment	464,608	0	464,608	279,989.36	.00	184,618.64	60.3%
515 Waste Management	743,619	0	743,619	507,818.49	.00	235,800.51	68.3%
520 Buildings & Grounds	278,510	1,519	280,029	191,739.15	.00	88,289.99	68.5%
525 Parks & Cemeteries	60,202	0	60,202	46,337.07	.00	13,864.93	77.0%
530 Environmental Sustainability	35,750	0	35,750	25,300.55	.00	10,449.45	70.8%
605 Recreation	5,900	0	5,900	4,764.71	.00	1,135.29	80.8%
701 Community Development	10,000	0	10,000	1,950.00	.00	8,050.00	19.5%
801 General Obligation	2,203,989	0	2,203,989	2,027,252.04	.00	176,736.96	92.0%
851 3rd Party Request Agencies	202,437	0	202,437	202,437.00	.00	.00	100.0%
991 Operating Transfers	1,084,314	0	1,084,314	1,084,314.00	.00	.00	100.0%
TOTAL General Fund	14,130,731	48,153	14,178,884	10,609,859.78	.00	3,569,023.99	74.8%

Town of Mount Desert

YEAR-TO-DATE BUDGET REPORT



FOR 2024 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
600 Marina							
101 Northeast Harbor Marina	664,321	0	664,321	489,777.34	.00	174,543.66	73.7%
102 Seal Harbor Marina	12,800	0	12,800	5,234.29	.00	7,565.71	40.9%
103 Bartlett Marina	4,800	0	4,800	628.30	.00	4,171.70	13.1%
104 Somes Marina	750	0	750	262.50	.00	487.50	35.0%
801 General Obligation	32,032	0	32,032	32,010.06	.00	21.94	99.9%
991 Operating Transfers	137,377	0	137,377	63,108.00	.00	74,269.00	45.9%
TOTAL Marina	852,080	0	852,080	591,020.49	.00	261,059.51	69.4%

Town of Mount Desert

YEAR-TO-DATE BUDGET REPORT



FOR 2024 13

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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GRAND TOTAL 14,982,811 48,153 15,030,964 11,200,880.27 .00 3,830,083.50 74.5%

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

TOWN OF MOUNT DESERT
ACCOUNTS PAYABLE WARRANT

WARRANT AP# 2457

CHECK DATE: March 19, 2024

CHECK NUMBER: <u>320284</u>	through	<u>320336</u>	\$ <u>510,702.14</u>	Check payments
CHECK NUMBER: <u>59781</u>	and	<u>59781</u>	\$ <u>104.74</u>	Electronic payments
EFT NUMBER: <u>3235</u>	through	<u>3265</u>	\$ <u>86,623.06</u>	ACH Payments
EFT or CK NUMBER: <u>N/A</u>	and	<u>N/A</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 597,429.94

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Wendy H Littlefield, Vice Chairman

Geoffrey V Wood, Secretary

James F Mooers

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

3235	03/19/2024	EFT	2411 ALLIED EQUIPMENT LLC		03/06/2024	AP2457		3,751.55
			ALLIED EQUIPMENT LLC		03/06/2024	AP2457		1,040.00
			ALLIED EQUIPMENT LLC		03/06/2024	AP2457		4,236.00
					CHECK	3235 TOTAL:		9,027.55
3236	03/19/2024	EFT	2097 TOWN OF BAR HARBOR FD		02/12/2024	AP2457		265.00
					CHECK	3236 TOTAL:		265.00
3237	03/19/2024	EFT	2740 BRIAN LIPPOLD		03/01/2024	AP2457		500.00
					CHECK	3237 TOTAL:		500.00
3238	03/19/2024	EFT	792 COASTAL ENERGY		02/15/2024	AP2457		296.60
			COASTAL ENERGY		02/20/2024	AP2457		626.47
			COASTAL ENERGY		03/04/2024	AP2457		216.83
			COASTAL ENERGY		02/27/2024	AP2457		310.46
			COASTAL ENERGY		03/05/2024	AP2457		548.24
			COASTAL ENERGY		03/07/2024	AP2457		71.96
			COASTAL ENERGY		02/27/2024	AP2457		449.37
			COASTAL ENERGY		01/25/2024	AP2457		698.54
			COASTAL ENERGY		03/12/2024	AP2457		278.74
					CHECK	3238 TOTAL:		3,497.21
3239	03/19/2024	EFT	148 DELL MARKETING LP		01/10/2024	AP2457		592.49
					CHECK	3239 TOTAL:		592.49
3240	03/19/2024	EFT	181 EATON PEABODY ATTORNEYS AT LAW		03/06/2024	AP2457		160.00
			EATON PEABODY ATTORNEYS AT LAW		03/06/2024	AP2457		140.00
			EATON PEABODY ATTORNEYS AT LAW		03/06/2024	AP2457		288.00
			EATON PEABODY ATTORNEYS AT LAW		03/06/2024	AP2457		448.00

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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

CHK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	WARRANT	NET
			EATON PEABODY ATTORNEYS AT LAW	02/06/2024		AP2457	928.00
			EATON PEABODY ATTORNEYS AT LAW	03/06/2024		AP2457	1,140.00
			EATON PEABODY ATTORNEYS AT LAW	03/06/2024		AP2457	1,152.00
			EATON PEABODY ATTORNEYS AT LAW	03/06/2024		AP2457	6,056.00
				CHECK		3240 TOTAL:	10,312.00
3241	03/19/2024	EFT	175 EMR INC	02/29/2024		AP2457	15,175.78
				CHECK		3241 TOTAL:	15,175.78
3242	03/19/2024	EFT	116 HALEY WARD, INC.	02/22/2024		AP2457	2,657.50
			HALEY WARD, INC.	03/04/2024		AP2457	893.72
			HALEY WARD, INC.	03/04/2024		AP2457	585.40
			HALEY WARD, INC.	03/04/2024		AP2457	1,393.45
			HALEY WARD, INC.	03/04/2024		AP2457	460.40
				CHECK		3242 TOTAL:	5,990.47
3243	03/19/2024	EFT	2592 HAMMOND LUMBER COMPANY	03/01/2024		AP2457	24.99
			HAMMOND LUMBER COMPANY	02/27/2024		AP2457	121.00
			HAMMOND LUMBER COMPANY	01/23/2024		AP2457	100.92
			HAMMOND LUMBER COMPANY	02/28/2024		AP2457	20.75
			HAMMOND LUMBER COMPANY	02/23/2024		AP2457	149.00
			HAMMOND LUMBER COMPANY	02/29/2024		AP2457	72.99
			HAMMOND LUMBER COMPANY	02/27/2024		AP2457	382.44
			HAMMOND LUMBER COMPANY	03/01/2024		AP2457	9.99
			HAMMOND LUMBER COMPANY	03/06/2024		AP2457	34.97
			HAMMOND LUMBER COMPANY	03/05/2024		AP2457	63.74
			HAMMOND LUMBER COMPANY	03/07/2024		AP2457	142.47

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

		INV DATE	PO	WARRANT	NET
HAMMOND LUMBER COMPANY					
		03/05/2024		AP2457	332.83
		CHECK		3243 TOTAL:	1,456.09
3244	03/19/2024 EFT	02/25/2024		AP2457	782.61
		CHECK		3244 TOTAL:	782.61
3245	03/19/2024 EFT	03/07/2024		AP2457	180.00
		CHECK		3245 TOTAL:	180.00
3246	03/19/2024 EFT	03/01/2024		AP2457	17.42
		CHECK		3246 TOTAL:	17.42
3247	03/19/2024 EFT	03/01/2024		AP2457	718.22
		MAIN STREET VARIETY		AP2457	309.61
		MAIN STREET VARIETY		AP2457	155.54
		MAIN STREET VARIETY		AP2457	45.70
		MAIN STREET VARIETY		AP2457	42.00
		MAIN STREET VARIETY		AP2457	43.17
		MAIN STREET VARIETY		AP2457	38.00
		CHECK		3247 TOTAL:	1,352.24
3248	03/19/2024 EFT	03/11/2024		AP2457	88.00
		CHECK		3248 TOTAL:	88.00
3249	03/19/2024 EFT	03/01/2024		AP2457	5,540.00
		CHECK		3249 TOTAL:	5,540.00
3250	03/19/2024 EFT	02/27/2024		AP2457	9,828.18
		CHECK		3250 TOTAL:	9,828.18

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

	INV DATE	PO	WARRANT	NET
3251 03/19/2024 EFT	03/12/2024		AP2457	1,680.43
	03/12/2024		AP2457	642.51
		CHECK	3251 TOTAL:	2,322.94
3252 03/19/2024 EFT	03/01/2024		AP2457	359.98
	02/01/2024		AP2457	359.98
		CHECK	3252 TOTAL:	719.96
3253 03/19/2024 EFT	03/01/2024		AP2457	13.99
	02/01/2024		AP2457	9.99
		CHECK	3253 TOTAL:	23.98
3254 03/19/2024 EFT	03/01/2024		AP2457	359.98
	02/01/2024		AP2457	359.98
		CHECK	3254 TOTAL:	719.96
3255 03/19/2024 EFT	03/01/2024		AP2457	443.32
	02/01/2024		AP2457	443.32
		CHECK	3255 TOTAL:	886.64
3256 03/19/2024 EFT	03/01/2024		AP2457	509.96
	02/01/2024		AP2457	509.96
		CHECK	3256 TOTAL:	1,019.92
3257 03/19/2024 EFT	03/01/2024		AP2457	159.98
	02/01/2024		AP2457	159.98
		CHECK	3257 TOTAL:	319.96

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

	INV DATE	PO	WARRANT	NET
3258 03/19/2024 EFT	03/01/2024		AP2457	10.99
	CHECK		3258 TOTAL:	10.99
3259 03/19/2024 EFT	03/01/2024		AP2457	65.00
	02/01/2024		AP2457	65.00
	CHECK		3259 TOTAL:	130.00
3260 03/19/2024 EFT	03/01/2024		AP2457	30.00
	02/01/2024		AP2457	30.00
	CHECK		3260 TOTAL:	60.00
3261 03/19/2024 EFT	02/21/2024		AP2457	80.00
	CHECK		3261 TOTAL:	80.00
3262 03/19/2024 EFT	03/01/2024		AP2457	2,193.52
	02/01/2024		AP2457	2,191.52
	CHECK		3262 TOTAL:	4,385.04
3263 03/19/2024 EFT	03/01/2024		AP2457	1,200.00
	CHECK		3263 TOTAL:	1,200.00
3264 03/19/2024 EFT	02/27/2024		AP2457	161.03
	CHECK		3264 TOTAL:	161.03
3265 03/19/2024 EFT	02/21/2024		AP2457	1,227.75
	02/23/2024		AP2457	31.32
	02/29/2024		AP2457	218.85
	02/28/2024		AP2457	1,237.87
	03/06/2024		AP2457	296.42

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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

	INV DATE	PO	WARRANT	NET
VERSANT POWER	03/06/2024		AP2457	1,322.65
VERSANT POWER	03/06/2024		AP2457	5,642.74
	CHECK		3265 TOTAL:	9,977.60
320284 03/19/2024 PRTD 17 AFFILIATED HEALTHCARE MGMT	01/31/2024		AP2457	64.00
AFFILIATED HEALTHCARE MGMT	02/02/2024		AP2457	128.00
	CHECK		320284 TOTAL:	192.00
320285 03/19/2024 PRTD 2462 AMERICAN MESSAGING SERVICES LLC	03/01/2024		AP2457	30.92
	CHECK		320285 TOTAL:	30.92
320286 03/19/2024 PRTD 1757 BERGERON PROTECTIVE CLOTHING	02/27/2024		AP2457	34,775.69
	CHECK		320286 TOTAL:	34,775.69
320287 03/19/2024 PRTD 2823 BOUND TREE MEDICAL LLC	02/21/2024		AP2457	14.31
BOUND TREE MEDICAL LLC	02/29/2024		AP2457	218.97
BOUND TREE MEDICAL LLC	02/29/2024		AP2457	57.64
	CHECK		320287 TOTAL:	290.92
320288 03/19/2024 PRTD 2909 PETER H BRONSON	03/06/2024		AP2457	2,975.00
	CHECK		320288 TOTAL:	2,975.00
320289 03/19/2024 PRTD 75 F T BROWN CO	02/27/2024		AP2457	13.49
F T BROWN CO	02/02/2024		AP2457	27.97
F T BROWN CO	02/05/2024		AP2457	12.22
F T BROWN CO	02/07/2024		AP2457	73.73
F T BROWN CO	02/13/2024		AP2457	23.01
F T BROWN CO	02/15/2024		AP2457	8.62
F T BROWN CO	02/05/2024		AP2457	124.41

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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

CHK NO	CHK DATE	TYPE	VENDOR NAME	INVT DATE	PO	WARRANT	NET
			F T BROWN CO	02/26/2024		AP2457	91.71
			F T BROWN CO	02/28/2024		AP2457	35.07
			F T BROWN CO	02/06/2024		AP2457	28.78
			F T BROWN CO	02/13/2024		AP2457	69.56
			F T BROWN CO	02/16/2024		AP2457	25.18
				CHECK		320289 TOTAL:	533.75
320290	03/19/2024	PRTD	1792 CONSOLIDATED COMMUNICATIONS INC	03/03/2024		AP2457	61.33
				CHECK		320290 TOTAL:	61.33
320291	03/19/2024	PRTD	1794 CONSOLIDATED COMMUNICATIONS	02/27/2024		AP2457	61.33
				CHECK		320291 TOTAL:	61.33
320292	03/19/2024	PRTD	1796 CONSOLIDATED COMMUNICATIONS INC	02/27/2024		AP2457	133.46
				CHECK		320292 TOTAL:	133.46
320293	03/19/2024	PRTD	1797 CONSOLIDATED COMMUNICATIONS1	02/27/2024		AP2457	1,371.49
				CHECK		320293 TOTAL:	1,371.49
320294	03/19/2024	PRTD	1801 CONSOLIDATED COMMUNICATIONS INC	03/03/2024		AP2457	103.54
				CHECK		320294 TOTAL:	103.54
320295	03/19/2024	PRTD	136 CURTIS FAMILY SHOE STORE	03/01/2024		AP2457	175.00
				CHECK		320295 TOTAL:	175.00
320296	03/19/2024	PRTD	2504 EA ACQUISITION INC	02/29/2024		AP2457	1,989.38
				CHECK		320296 TOTAL:	1,989.38
320297	03/19/2024	PRTD	197 ELLSWORTH CHAINSAW INC	02/28/2024		AP2457	73.71

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

P 8
apcshdsb

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

INV DATE PO WARRANT NET

CHECK 320297 TOTAL: 73.71

320298 03/19/2024 PRTD 1984 FIRSTNET 02/22/2024 AP2457 2,366.03
CHECK 320298 TOTAL: 2,366.03

320299 03/19/2024 PRTD 2438 FIRSTNET-FIRE 02/22/2024 AP2457 472.05
CHECK 320299 TOTAL: 472.05

320300 03/19/2024 PRTD 2669 FIRSTNET- HOTSPOTS 02/22/2024 AP2457 196.15
CHECK 320300 TOTAL: 196.15

320301 03/19/2024 PRTD 1985 FIRST NET - NON PUBLIC SAFETY 02/22/2024 AP2457 250.07
CHECK 320301 TOTAL: 250.07

320302 03/19/2024 PRTD 2443 FIRSTNET-PD CELL 02/22/2024 AP2457 466.48
CHECK 320302 TOTAL: 466.48

320303 03/19/2024 PRTD 222 R H FOSTER ENERGY LLC 02/29/2024 AP2457 2,876.31
CHECK 320303 TOTAL: 2,876.31

320304 03/19/2024 PRTD 1064 HARCROS CHEMICALS INC 01/10/2024 AP2457 2,075.00
CHECK 320304 TOTAL: 2,075.00

320305 03/19/2024 PRTD 2899 INSTITUTE FOR FORENSIC PSYCHOLOGY 02/29/2024 AP2457 1,750.00
CHECK 320305 TOTAL: 1,750.00

320306 03/19/2024 PRTD 389 LAKE & SEA BOATWORKS INC 02/18/2024 AP2457 190.66
CHECK 320306 TOTAL: 190.66

320307 03/19/2024 PRTD 947 LAWSON PRODUCTS 02/26/2024 AP2457 134.43
LAWSON PRODUCTS 02/27/2024 AP2457 203.37

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

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

INV DATE	PO	WARRANT	NET
LAWSON PRODUCTS			
03/04/2024		AP2457	292.69
	CHECK	320307 TOTAL:	630.49
03/05/2024		AP2457	2,774.47
	CHECK	320308 TOTAL:	2,774.47
02/26/2024		AP2457	1,313.00
	CHECK	320309 TOTAL:	1,313.00
03/01/2024		AP2457	250.00
	CHECK	320310 TOTAL:	250.00
02/29/2024		AP2457	129.34
	CHECK	320311 TOTAL:	129.34
03/05/2024		AP2457	362.64
	CHECK	320312 TOTAL:	362.64
03/05/2024		AP2457	312,689.66
	CHECK	320313 TOTAL:	312,689.66
02/28/2024		AP2457	334.00
	CHECK	320314 TOTAL:	334.00
08/31/2023		AP2457	76.80
08/31/2023		AP2457	63.00
08/31/2023		AP2457	60.00
08/31/2023		AP2457	79.40
03/01/2024		AP2457	44.00

320308 03/19/2024 PRTD 419 MAINE EQUIPMENT CO INC

320309 03/19/2024 PRTD 421 MAINE FIRE PROTECTION

320310 03/19/2024 PRTD 1710 MAINE FIRE SERVICE INSTITUTE

320311 03/19/2024 PRTD 1236 MAINE OXY/ SPEC AIR

320312 03/19/2024 PRTD 413 M C M ELECTRIC INC

320313 03/19/2024 PRTD 469 MDI REGIONAL SCHOOL

320314 03/19/2024 PRTD 1012 MORRIS FIRE PROTECTION INC

320315 03/19/2024 PRTD 502 MOUNT DESERT SPRING WATER

MOUNT DESERT SPRING WATER

MOUNT DESERT SPRING WATER

MOUNT DESERT SPRING WATER

MOUNT DESERT SPRING WATER

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

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

INV DATE PO WARRANT NET

CHECK 320315 TOTAL: 323.20

320316 03/19/2024 PRTD 468 MOUNT DESERT ISLAND HOSPITAL & HEAL
02/14/2024 AP2457 530.72
CHECK 320316 TOTAL: 530.72

320317 03/19/2024 PRTD 2955 MUNICIPAL WASTE SOLUTIONS, LLC
03/07/2024 AP2457 7,710.16
CHECK 320317 TOTAL: 7,710.16

320318 03/19/2024 PRTD 2160 COASTAL AUTO PARTS 93.68
COASTAL AUTO PARTS 98.40
COASTAL AUTO PARTS 23.07
COASTAL AUTO PARTS 24.99
COASTAL AUTO PARTS 52.02
COASTAL AUTO PARTS 198.05
COASTAL AUTO PARTS 196.23
COASTAL AUTO PARTS 137.98
COASTAL AUTO PARTS 84.04
02/26/2024 AP2457
02/21/2024 AP2457
02/21/2024 AP2457
02/29/2024 AP2457
03/07/2024 AP2457
03/07/2024 AP2457
03/08/2024 AP2457
03/08/2024 AP2457
03/12/2024 AP2457
CHECK 320318 TOTAL: 908.46

320319 03/19/2024 PRTD 2888 STEVE CLISHAM 5,251.55
02/20/2024 AP2457
CHECK 320319 TOTAL: 5,251.55

320320 03/19/2024 PRTD 547 ODP BUSINESS SOLUTIONS LLC 210.24
ODP BUSINESS SOLUTIONS LLC 13.49
ODP BUSINESS SOLUTIONS LLC 21.95
ODP BUSINESS SOLUTIONS LLC 32.99
ODP BUSINESS SOLUTIONS LLC 6.99
ODP BUSINESS SOLUTIONS LLC 48.14
ODP BUSINESS SOLUTIONS LLC 103.31
02/16/2024 AP2457
02/28/2024 AP2457
02/23/2024 AP2457
02/23/2024 AP2457
02/29/2024 AP2457
02/29/2024 AP2457
02/29/2024 AP2457
02/29/2024 AP2457

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

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

INV DATE PO WARRANT NET

320321	03/19/2024	PRTD	553 OVERHEAD DOOR COMPANY OF BANGOR	CHECK	320320	TOTAL:	437.11
	02/22/2024				AP2457		2,649.40
				CHECK	320321	TOTAL:	2,649.40
320322	03/19/2024	PRTD	2490 REVISION SOLAR IMPACT PARTNERS LLC	CHECK	AP2457		1,650.73
	12/31/2023				320322	TOTAL:	1,650.73
320323	03/19/2024	PRTD	784 SEACOAST SECURITY INC	CHECK	AP2457		135.00
	03/01/2024				320323	TOTAL:	135.00
320324	03/19/2024	PRTD	725 TRANSCO BUSINESS TECHNOLOGIES	CHECK	AP2457		1,274.77
	01/18/2024		TRANSCO BUSINESS TECHNOLOGIES		AP2457		525.85
	01/22/2024		TRANSCO BUSINESS TECHNOLOGIES		AP2457		307.92
	02/29/2024		TRANSCO BUSINESS TECHNOLOGIES		AP2457		307.92
	02/29/2024		TRANSCO BUSINESS TECHNOLOGIES		AP2457		307.82
	02/29/2024		TRANSCO BUSINESS TECHNOLOGIES		AP2457		2,724.28
				CHECK	320324	TOTAL:	
320325	03/19/2024	PRTD	2771 TRIDENT ARMORY	CHECK	AP2457		145.98
	03/04/2024		TRIDENT ARMORY		AP2457		26.98
	03/11/2024				320325	TOTAL:	172.96
320326	03/19/2024	PRTD	2600 TROJAN TECHNOLOGIES	CHECK	AP2457		178.90
	02/01/2024				320326	TOTAL:	178.90
320327	03/19/2024	PRTD	2571 JASON ROBERT MCCABE	CHECK	AP2457		462.00
	03/01/2024				320327	TOTAL:	462.00
320328	03/19/2024	PRTD	737 UNIFIRST CORP	CHECK	AP2457		81.55
	02/29/2024		UNIFIRST CORP		AP2457		142.97

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

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

INV DATE	PO	WARRANT	NET
03/07/2024	AP2457	AP2457	75.55
03/07/2024	AP2457	AP2457	142.97
CHECK	320328	TOTAL:	443.04
02/23/2024	AP2457	AP2457	33.16
01/22/2024	AP2457	AP2457	775.99
02/27/2024	AP2457	AP2457	119.12
CHECK	320329	TOTAL:	928.27
02/29/2024	AP2457	AP2457	109,909.00
CHECK	320330	TOTAL:	109,909.00
03/07/2024	AP2457	AP2457	2,227.50
CHECK	320331	TOTAL:	2,227.50
02/28/2024	AP2457	AP2457	698.51
CHECK	320332	TOTAL:	698.51
02/29/2024	AP2457	AP2457	764.26
CHECK	320333	TOTAL:	764.26
02/23/2024	AP2457	AP2457	156.00
CHECK	320334	TOTAL:	156.00
02/27/2024	AP2457	AP2457	248.22
CHECK	320335	TOTAL:	248.22
03/08/2024	AP2457	AP2457	299.00
CHECK	320336	TOTAL:	299.00

NUMBER OF CHECKS 84 *** CASH ACCOUNT TOTAL *** 597,325.20

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	53	510,702.14
TOTAL EFT'S	31	86,623.06

*** GRAND TOTAL *** 597,325.20

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CLERK: 69051you

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

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YEAR PER SRC ACCOUNT	JNL	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024	9	36								
APP 100-20000	03/19/2024	AP2457	AP2457			Accounts Payable			449,384.58	
APP 100-10100	03/19/2024	AP2457	AP2457			AP CASH DISBURSEMENTS JOURNAL Ckg-BH General Fund 8066				597,325.20
APP 600-20000	03/19/2024	AP2457	AP2457			Accounts Payable			1,314.41	
APP 300-20000	03/19/2024	AP2457	AP2457			AP CASH DISBURSEMENTS JOURNAL			1,941.52	
APP 400-20000	03/19/2024	AP2457	AP2457			Accounts Payable			144,684.69	
						GENERAL LEDGER TOTAL			597,325.20	597,325.20
APP 100-35060	03/19/2024	AP2457	AP2457			DT-MARINA			1,314.41	
APP 600-35010	03/19/2024	AP2457	AP2457			DT Gen fund				1,314.41
APP 100-35030	03/19/2024	AP2457	AP2457			DTF-CAP IMP			1,941.52	
APP 300-35010	03/19/2024	AP2457	AP2457			DT Gen fund				1,941.52
APP 100-35040	03/19/2024	AP2457	AP2457			DT-TRUST			144,684.69	
APP 400-35010	03/19/2024	AP2457	AP2457			DT Gen fund				144,684.69
						SYSTEM GENERATED ENTRIES TOTAL			147,940.62	147,940.62
						JOURNAL 2024/09/36			745,265.82	745,265.82

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100	General Fund	2024	9	36	03/19/2024		
	100-10100				Ckg-BH General Fund		8066
	100-20000				Accounts Payable	449,384.58	
	100-35030				DTF-CAP IMP	1,941.52	
	100-35040				DT-TRUST	144,684.69	
	100-35060				DT-MARINA	1,314.41	
					FUND TOTAL	597,325.20	597,325.20
300	Capital Projects	2024	9	36	03/19/2024		
	300-20000				Accounts Payable	1,941.52	
	300-35010				DT Gen fund		1,941.52
					FUND TOTAL	1,941.52	1,941.52
400	Investment Trusts-Reserves	2024	9	36	03/19/2024		
	400-20000				Accounts Payable	144,684.69	
	400-35010				DT Gen fund		144,684.69
					FUND TOTAL	144,684.69	144,684.69
600	Marina	2024	9	36	03/19/2024		
	600-20000				Accounts Payable	1,314.41	
	600-35010				DT Gen fund		1,314.41
					FUND TOTAL	1,314.41	1,314.41

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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 FR
100 General Fund	147,940.62	
300 Capital Projects		1,941.52
400 Investment Trusts-Reserves		144,684.69
600 Marina		1,314.41
TOTAL	147,940.62	147,940.62

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

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

WARRANT AP# 2455

CHECK DATE: March 6, 2024

CHECK NUMBER:	320278	through	320279	Check payments
CHECK NUMBER:	59779	and	59780	Electronic payments
EFT NUMBER:	3234	through	3234	ACH Payments
EFT or CK NUMBER:	N/A	and	N/A	Voided Checks
			\$ 2,591.83	
			\$ 45,594.25	
			\$ 61,876.80	
			\$ -	

TOTAL DISBURSEMENTS: **\$ 110,062.88**

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

James F Mooers

Geoffrey V Wood, Secretary

From: [John Macauley](#)
To: [Lisa Young](#)
Subject: Re: Warrant AP#2455 State Fees/Payroll Benefits
Date: Thursday, March 7, 2024 11:06:44 AM

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

Looks good

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

On Thu, Mar 7, 2024 at 9:59 AM Lisa Young <financeclerk@mtdesert.org> wrote:

Greetings,

Attached is Accounts Payable Warrant #2455 (for Payroll and/or State Fees) in the amount of \$110,062.88 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,

Deputy Treasurer, Tax Collector

Town of Mount Desert

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

-----FOIA NOTICE-----

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

WARRANT AP# 2456

CHECK DATE: March 13, 2024

CHECK NUMBER:	<u>320280</u>	through	<u>320283</u>	\$ <u>5,709.50</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	and	<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>	and	<u>N/A</u>	\$ -	Voided Checks

TOTAL DISBURSEMENTS: \$ 5,709.50

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

James F Mooers

Geoffrey V Wood, Secretary

TOWN OF MOUNT DESERT
PAYROLL WARRANT

WARRANT PR# 2422

CHECK DATE: March 15, 2024

ADVICE NUMBERS: 16456 through 16508

CHECK NUMBERS: 66448 through 66467

TOTAL DISBURSEMENTS: \$ 163,501.31

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

James F Mooers

Geoffrey V Wood, Secretary

From: [Rick Mooers](#)
To: [Lisa Young](#)
Subject: Re: Warrant AP#2456 & PR#2422 Approval Request
Date: Wednesday, March 13, 2024 5:27:11 PM

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

Approved

On Wed, Mar 13, 2024 at 4:13 PM Lisa Young <financeclerk@mtdesert.org> wrote:

Greetings,

Attached are the following warrants for approval:

Accounts Payable	#2456	total of	\$5,709.50
Payroll	#2422	total of	\$163,501.31

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,

Finance Clerk, Tax Collector

Town of Mount Desert

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

-----FOIA NOTICE-----

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# Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Report # 18280

Check Batch: 11248  
 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 |
|---------|---------|------------|-------------|----------------------------------------------------------|-------------------|--------------|
| 11248   | 21192   | 03/06/2024 | 1080        | ACADEMIC THERAPY PUBLICATIONS                            | 0.00              | 148.50       |
|         | 21193   | 03/06/2024 | 1161        | AMAZON CAPITAL SERVICES                                  | 0.00              | 2,130.48     |
|         | 21194   | 03/06/2024 | 1161        | AMAZON CAPITAL SERVICES                                  | 0.00              | 0.00         |
|         | 21195   | 03/06/2024 | 1215        | AOS #91 2023-24 Curriculum Funds, OT Costs 2nd Sam       | 0.00              | 8,098.82     |
|         | 21196   | 03/06/2024 | 1715        | BLUEALLY Tech Software                                   | 0.00              | 451.58       |
|         | 21197   | 03/06/2024 | 1975        | CARDMEMBER SERVICE                                       | 0.00              | 2,546.51     |
|         | 21198   | 03/06/2024 | 2070        | CERAMIC SHOP                                             | 0.00              | 37.40        |
|         | 21199   | 03/06/2024 | 2300        | CLEAN-O-RAMA                                             | 0.00              | 816.26       |
|         | 21200   | 03/06/2024 | 2310        | COASTAL ENERGY, INC.                                     | 0.00              | 8,115.78     |
|         | 21201   | 03/06/2024 | 2470        | CONSTELLATION NEWENERGY, INC. Electricity                | 0.00              | 1,211.42     |
|         | 21202   | 03/06/2024 | 3150        | DENNIS PAPER & FOOD SERVICE                              | 0.00              | 6,171.11     |
|         | 21203   | 03/06/2024 | 3300        | DISCOVERING KIDS CONSULTATION Student Consultation       | 0.00              | 1,149.85     |
|         | 21204   | 03/06/2024 | 3421        | DORR, HEATHER                                            | 0.00              | 242.54       |
|         | 21205   | 03/06/2024 | 3424        | DOTCOM THERAPY, INC Speech + Occup Therapy               | 0.00              | 2,784.80     |
|         | 21206   | 03/06/2024 | 3476        | DOWNEAST WINDJAMMER CRUISE LINES, LLC Frothingham travel | 0.00              | 252.00       |
|         | 21207   | 03/06/2024 | 4180        | F.T. BROWN CO.                                           | 0.00              | 99.08        |
|         | 21208   | 03/06/2024 | 4410        | GILMAN ELECTRICAL SUPPLY                                 | 0.00              | 42.66        |
|         | 21209   | 03/06/2024 | 4439        | GORHAM SAVINGS BANK Bus Lease                            | 0.00              | 24,803.30    |
|         | 21210   | 03/06/2024 | 4585        | GROUP DYNAMIC, INC.                                      | 0.00              | 131.25       |
|         | 21211   | 03/06/2024 | 5284        | KELLEY, PATRICIA                                         | 0.00              | 47.05        |
|         | 21212   | 03/06/2024 | 6350        | MCKESSON MEDICAL-SURGICAL GOV. SOLUTIONS                 | 0.00              | 55.48        |
|         | 21213   | 03/06/2024 | 6180        | MDES - GENERAL FUND/STUDENT ACTIVITY                     | 0.00              | 1,903.62     |
|         | 21214   | 03/06/2024 | 6205        | MDI REGIONAL SCHOOL DISTRICT Other Rumb - Feb 2024       | 0.00              | 1,218.11     |
|         | 21215   | 03/06/2024 | 6225        | MECHANICAL SERVICES, INC. Service Agreement              | 0.00              | 5,978.75     |
|         | 21216   | 03/06/2024 | 6785        | NORTHCENTER FOODS                                        | 0.00              | 1,996.02     |
|         | 21217   | 03/06/2024 | 6910        | OPPEWALL, ELIZABETH Phys Therapy                         | 0.00              | 771.25       |
|         | 21218   | 03/06/2024 | 7081        | PENOBSCOT THEATRE CO.                                    | 0.00              | 384.00       |
|         | 21219   | 03/06/2024 | 7885        | SARGENT, LEON                                            | 0.00              | 50.00        |

# Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Report # 18280

| Batch #        | Check # | Check Date | Vendor Code | Vendor Name                                     | Electronic Amount | Check Amount       |
|----------------|---------|------------|-------------|-------------------------------------------------|-------------------|--------------------|
|                | 21220   | 03/06/2024 | 8150        | SEW & SAVE, INC.                                | 0.00              | 23.98              |
|                | 21221   | 03/06/2024 | 8487        | STEPHEN BLATT ARCHITECTS                        | 0.00              | 13,063.19          |
|                | 21222   | 03/06/2024 | 8830        | TREASURER, STATE OF MAINE - BOBR                | 0.00              | 450.00             |
|                | 21223   | 03/06/2024 | 8890        | TRENTON SCHOOL DEPARTMENT, TOWN OF              | 0.00              | 3,177.60           |
|                | 21224   | 03/06/2024 | 4152        | VERSANT POWER                                   | 0.00              | 4,888.66           |
|                | 21225   | 03/06/2024 | 9145        | W.B. MASON, CO., INC. <i>Custodial Supplies</i> | 0.00              | 1,113.97           |
| <b>Totals:</b> |         |            |             |                                                 | 0.00              | <u>\$94,355.02</u> |

WARRANT # 9

DATE: 3/6/2024

SUPERINTENDENT  
DocuSigned by:  
*Brian Hunkel*  
7267A986E94F0  
FINANCE OFFICER

DocuSigned by:  
*James Whithead*  
5488D0F435744419  
FINANCE OFFICER

DocuSigned by:  
*[Signature]*  
19C8A63319A485...  
FINANCE OFFICER

DocuSigned by:  
*[Signature]*  
93E2A408864BC  
FINANCE OFFICER

DocuSigned by:  
*[Signature]*  
C638A4D0684E  
FINANCE OFFICER

FINANCE OFFICER



# Special Warrant Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Report # 18290

Check Batch: 11254  
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       |
|----------------|---------|------------|-------------|---------------------------------|-------------------|--------------------|
| 11254          | 21226   | 03/12/2024 | 2987        | DARLING'S AUTO <i>New Truck</i> | 0.00              | 65,083.50          |
|                | 21227   | 03/12/2024 | 8487        | STEPHEN BLATT ARCHITECTS        | 0.00              | 10,300.00          |
| <b>Totals:</b> |         |            |             |                                 |                   | <b>\$75,383.50</b> |



# Mount Desert School Department ACCOUNTS PAYABLE WARRANT

| Batch # | Check # | Check Date | Vendor Code | Vendor Name | Electronic Amount | Check Amount |
|---------|---------|------------|-------------|-------------|-------------------|--------------|
|---------|---------|------------|-------------|-------------|-------------------|--------------|

WARRANT # 10  
 DATE: 3/12/2024  
 \_\_\_\_\_  
 SUPERINTENDENT  
 \_\_\_\_\_  
 FINANCE OFFICER

FINANCE OFFICER  
 DocuSigned by:  
  
 FINANCE OFFICER  
 DocuSigned by:  
  
 FINANCE OFFICER

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 FINANCE OFFICER  
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 FINANCE OFFICER

2 Checks Listed.

# Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 18309

Include Authorization Codes: Yes  
Batch: 11251  
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 |
|---------|------------|------|---------------------------|---------|-----------|-----------|----------------|-----------|------|
|         | 03/15/2024 | IRS  | INTERNAL REVENUE SERVICE  |         | 14,361.44 | 14,361.44 | 0.00           | 0.00      |      |
|         | 03/15/2024 | STAT | TREASURER, STATE OF MAINE |         | 4,097.00  | 4,097.00  | 0.00           | 0.00      |      |
| 51089   | 03/15/2024 | 31   | SUSAN M. DAMON            | 1       | 875.00    | 793.79    | 0.00           | 793.79    |      |
| 51090   | 03/15/2024 | 297  | Lena Hatch                | 1       | 750.00    | 692.62    | 0.00           | 692.62    |      |
| 51091   | 03/15/2024 | 615  | JACK B. HODGDON           | 1       | 468.75    | 432.89    | 0.00           | 432.89    |      |
| 51092   | 03/15/2024 | 624  | KATELYN M. OSBORNE        | 1       | 125.00    | 115.44    | 0.00           | 115.44    |      |
| 51093   | 03/15/2024 | 655  | ASHLEY D. PAGE            | 1       | 735.00    | 668.11    | 0.00           | 668.11    |      |
| 51094   | 03/15/2024 | 262  | BENJAMIN H. PAULSEN       | 1       | 4,065.00  | 3,238.00  | 0.00           | 3,238.00  |      |
| 51095   | 03/15/2024 | 654  | JAMES B. SAWYER           | 1       | 625.00    | 615.94    | 0.00           | 615.94    |      |
| 51096   | 03/15/2024 | 656  | SHERI B. SEVERANCE        | 1       | 435.00    | 428.69    | 0.00           | 428.69    |      |
| 51097   | 03/15/2024 | 626  | HEATHER E. DORR           | 1       | 4,500.00  | 3,001.62  | 3,001.62       | 0.00      |      |
| 51098   | 03/15/2024 | 491  | SANDRA G. BOYCE           | 1       | 2,188.72  | 1,356.65  | 1,356.65       | 0.00      |      |
| 51099   | 03/15/2024 | 645  | MIRANDA S. CLOUGH         | 1       | 2,126.16  | 1,474.08  | 1,474.08       | 0.00      |      |
| 51100   | 03/15/2024 | 149  | MARIAH D. BAKER           | 1       | 2,384.92  | 1,953.86  | 1,953.86       | 0.00      |      |
| 51101   | 03/15/2024 | 43   | SARAH R. DUNBAR           | 1       | 1,966.80  | 1,355.70  | 1,355.70       | 0.00      |      |
| 51102   | 03/15/2024 | 63   | HEATHER M. GRAVES         | 1       | 2,919.80  | 2,131.11  | 2,131.11       | 0.00      |      |
| 51103   | 03/15/2024 | 65   | GAYLE M. GRAY             | 1       | 2,919.80  | 2,100.89  | 2,100.89       | 0.00      |      |
| 51104   | 03/15/2024 | 293  | Amy L. James              | 1       | 3,035.19  | 2,089.54  | 2,089.54       | 0.00      |      |
| 51105   | 03/15/2024 | 90   | REBECCA A. JARVIS         | 1       | 2,849.57  | 1,929.84  | 1,929.84       | 0.00      |      |
| 51106   | 03/15/2024 | 487  | BENJAMIN MACKO            | 1       | 3,385.19  | 2,595.95  | 2,595.95       | 0.00      |      |
| 51107   | 03/15/2024 | 237  | JUSTIN B. NORWOOD         | 1       | 2,734.19  | 2,095.69  | 2,095.69       | 0.00      |      |
| 51108   | 03/15/2024 | 508  | CATHY T. OEHMKE           | 1       | 3,083.26  | 2,286.71  | 2,286.71       | 0.00      |      |
| 51109   | 03/15/2024 | 120  | KAREN L. SHARPE           | 1       | 3,662.61  | 2,548.61  | 2,548.61       | 0.00      |      |
| 51110   | 03/15/2024 | 502  | MARIA E. SIMPSON          | 1       | 2,320.23  | 1,917.23  | 1,917.23       | 0.00      |      |
| 51111   | 03/15/2024 | 404  | KERRY L. TAYLOR           | 1       | 3,365.19  | 2,184.40  | 2,184.40       | 0.00      |      |
| 51112   | 03/15/2024 | 459  | SHANNON L. WESTPHAL       | 1       | 2,346.46  | 1,786.19  | 1,786.19       | 0.00      |      |
| 51113   | 03/15/2024 | 630  | KRISTEN J. BRAUN          | 1       | 2,654.50  | 1,932.43  | 1,932.43       | 0.00      |      |
| 51114   | 03/15/2024 | 91   | JUDITH CULLEN             | 1       | 2,539.11  | 1,873.35  | 1,873.35       | 0.00      |      |
| 51115   | 03/15/2024 | 146  | CECILIA R. GARRITY        | 1       | 2,157.26  | 1,415.85  | 1,415.85       | 0.00      |      |
| 51116   | 03/15/2024 | 92   | ABIGAIL A. HARMON         | 1       | 1,926.84  | 1,411.47  | 1,411.47       | 0.00      |      |
| 51117   | 03/15/2024 | 603  | ABBIE PAPPAS              | 1       | 2,157.26  | 1,705.16  | 1,705.16       | 0.00      |      |
| 51118   | 03/15/2024 | 504  | CRISTINA DEVORA           | 1       | 1,924.26  | 1,389.51  | 1,389.51       | 0.00      |      |
| 51119   | 03/15/2024 | 627  | CONTESSA L. BROPHY        | 1       | 2,899.76  | 2,025.36  | 2,025.36       | 0.00      |      |
| 51120   | 03/15/2024 | 611  | DANIELLE EMMONS           | 1       | 1,796.22  | 1,253.75  | 1,253.75       | 0.00      |      |
| 51121   | 03/15/2024 | 238  | WENDELL L. OPPEWALL       | 1       | 1,707.15  | 799.44    | 799.44         | 0.00      |      |
| 51122   | 03/15/2024 | 52   | WANDA J. FERNALD          | 1       | 2,919.80  | 2,061.88  | 2,061.88       | 0.00      |      |
| 51123   | 03/15/2024 | 642  | MELISSA L. HINERMAN       | 1       | 1,457.24  | 1,081.99  | 1,081.99       | 0.00      |      |
| 51124   | 03/15/2024 | 291  | PATRICIA A. KELLEY        | 1       | 1,727.60  | 1,199.12  | 1,199.12       | 0.00      |      |
| 51125   | 03/15/2024 | 650  | REBECCA A. EDMONDSON      | 1       | 72.50     | 71.45     | 71.45          | 0.00      |      |
| 51126   | 03/15/2024 | 240  | JEANNE C. OTT             | 1       | 2,812.50  | 2,328.56  | 2,328.56       | 0.00      |      |
| 51127   | 03/15/2024 | 631  | MALLORY WATKINS           | 1       | 125.00    | 115.44    | 115.44         | 0.00      |      |
| 51128   | 03/15/2024 | 628  | CAMERON FROTHINGHAM       | 1       | 1,877.80  | 1,193.66  | 1,193.66       | 0.00      |      |
| 51129   | 03/15/2024 | 295  | Robyn H. Hanson           | 1       | 1,693.77  | 1,334.84  | 1,334.84       | 0.00      |      |
| 51130   | 03/15/2024 | 648  | SARA B. HATHAWAY          | 1       | 1,857.83  | 1,286.73  | 1,286.73       | 0.00      |      |
| 51131   | 03/15/2024 | 337  | AMBER G. CHARRON          | 1       | 2,385.34  | 1,798.35  | 1,798.35       | 0.00      |      |
| 51132   | 03/15/2024 | 150  | LYNDA J. KANE             | 1       | 2,842.88  | 1,934.37  | 1,934.37       | 0.00      |      |
| 51133   | 03/15/2024 | 644  | CAROLINE P. MOORE         | 1       | 306.30    | 278.22    | 278.22         | 0.00      |      |
| 51134   | 03/15/2024 | 633  | SUSAN E. CARROLL          | 1       | 993.43    | 800.09    | 800.09         | 0.00      |      |
| 51135   | 03/15/2024 | 653  | CASSANDRA M. CASEY        | 1       | 1,264.25  | 1,015.20  | 1,015.20       | 0.00      |      |
| 51136   | 03/15/2024 | 649  | CLORA T. CULVER           | 1       | 1,312.88  | 1,092.20  | 1,092.20       | 0.00      |      |
| 51137   | 03/15/2024 | 608  | EMMA JONES                | 1       | 1,454.57  | 1,123.94  | 1,123.94       | 0.00      |      |
| 51138   | 03/15/2024 | 490  | ANNA D. MONTE             | 1       | 1,297.45  | 815.40    | 815.40         | 0.00      |      |
| 51139   | 03/15/2024 | 647  | JAKE MORRILL              | 1       | 1,533.40  | 1,138.77  | 1,138.77       | 0.00      |      |
| 51140   | 03/15/2024 | 634  | TRICIA L. POPE            | 1       | 1,023.36  | 861.65    | 861.65         | 0.00      |      |

# Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 18309

| Check # | Check Date | Code | Name                | Chk Grp | Gross Pay         | Net Pay           | Direct Deposit   | Check Amt       | Void |
|---------|------------|------|---------------------|---------|-------------------|-------------------|------------------|-----------------|------|
| 51141   | 03/15/2024 | 350  | ANNA E. SILVER      | 1       | 1,544.68          | 1,242.45          | 1,242.45         | 0.00            |      |
| 51142   | 03/15/2024 | 507  | DANIELLE A. STANLEY | 1       | 1,478.83          | 1,344.26          | 1,344.26         | 0.00            |      |
| 51143   | 03/15/2024 | 331  | RUSSELL W. GRAY     | 1       | 1,592.24          | 1,339.51          | 1,339.51         | 0.00            |      |
| 51144   | 03/15/2024 | 501  | MICHAEL J. TINKER   | 1       | 2,040.81          | 1,385.30          | 1,385.30         | 0.00            |      |
| 51145   | 03/15/2024 | 463  | RENE L. BECKER      | 1       | 1,893.25          | 1,443.89          | 1,443.89         | 0.00            |      |
| 51146   | 03/15/2024 | 499  | BOBBIE JO DAY       | 1       | 1,450.88          | 1,087.14          | 1,087.14         | 0.00            |      |
| 51147   | 03/15/2024 | 74   | LEON E. SARGENT     | 1       | 3,127.41          | 2,182.97          | 2,182.97         | 0.00            |      |
| 51148   | 03/15/2024 | 18   | JANICE P. CARROLL   | 1       | 907.91            | 582.05            | 582.05           | 0.00            |      |
| 51149   | 03/15/2024 | 485  | TASHA L. HIGGINS    | 1       | 1,916.38          | 1,311.68          | 1,311.68         | 0.00            |      |
|         |            |      |                     |         | <b>136,997.93</b> | <b>105,509.42</b> | <b>80,065.50</b> | <b>6,985.48</b> |      |

| Check Authorization Summary |                                     |       |           |
|-----------------------------|-------------------------------------|-------|-----------|
| Type                        | Description                         | Count | Amount    |
| Employee                    | Checks                              | 8     | 6,985.48  |
|                             | Voided Checks                       | 0     | 0.00      |
|                             | Direct Deposits (Fully Distributed) | 53    | 80,065.50 |
|                             | ACH Employee Credits                | 53    | 80,065.50 |
|                             | 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     | 18,458.44 |

