

AGENDA
Bar Harbor Town Council
September 5, 2023

The public can monitor by watching Spectrum channel 7 or 1303 or by live streaming or watching archived recording at https://townhallstreams.com/towns/bar_harbor_me

I. CALL TO ORDER – 6:30 P.M.

A. Excused Absence(s)

II. READING OF THE MEETING GROUND RULES

III. PUBLIC COMMENT PERIOD—The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda and not in litigation with a maximum of three minutes per person.

IV. APPROVAL OF MINUTES

A. August 14, 2023 Special Meeting

B. August 15, 2023 Regular Meeting

V. ADOPTION OF AGENDA

VI. CONSENT AGENDA—A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:

A. Grants: Small Harbor Improvement Program—Possible motion to accept grant award.

B. Tax Abatement

1. **Real Estate Tax**—Possible motion to abate Real Estate Property Taxes deemed uncollectable.
2. **Personal Property Tax**—Possible motion to abate Personal Property Taxes deemed uncollectable.

C. Lower Main St Water, Sewer and Stormwater Improvements Project

1. Possible motion to accept DOT reimbursement funds.
2. Possible motion to accept bid.

VII. UNFINISHED BUSINESS

A. Treasurer’s Warrant—Request of Treasurer to authorize paid bills.

VIII. NEW BUSINESS

A. Housing, Transient Accommodations, and visitor trends—Staff presentation.

IX. TOWN MANAGER’S COMMENTS

X. COUNCIL COMMENTS

XI. EXECUTIVE SESSION

A. Cruise Ships—To be held in executive session as permitted by 1 MRSA §405.6.E for consultation with the town attorney.

XII. ADJOURNMENT

Anyone with a disability wishing to attend this meeting and who may have questions about how to do so should contact the Town Clerk's office at clerk@barharmoraine.gov or 288-4098.

Manager's Memo

To: Bar Harbor Town Council
cc: Department Heads
From: Cornell Knight, Interim Town Manager
Date: Friday, September 1, 2023
Re: **Town Council Meeting of September 5th**

- I. **A. Excused Absence(s)**—None that I am aware of, but if one is needed a possible motion: to excuse Councilor _____ as provided by Town Charter section C-12.B(1)(d).

VI. **CONSENT AGENDA**

- a. **Grants: Small Harbor Improvement Program**—The Town was awarded a grant of \$49,680 from the MDOT Small Harbor Improvement Program (paperwork enclosed). Thanks to Chris Wharff for applying for the grant. Finger floats for the fisherman dinghies will be replaced. It requires a 50% local match which funds are available in the CIP Harbor account # 53-6252. A Possible motion: to accept grant funds in the amount of \$49,680 from the MDOT Small Harbor Improvement Program.
- b. **Tax Abatement**
- i. **Real Estate Tax**—See the memo from Elizabeth Spear, Tax Collector, regarding a request to abate taxes on 3 parcels. A possible motion to abate Real Estate Property Taxes on the properties listed in the Tax Collector's memo of August 22, 2023 as presented.
 - ii. **Personal Property Tax**—See the memo from Elizabeth Spear, Tax Collector regarding a request to abate personal property taxes on old accounts that are uncollectable. A possible motion: to abate Personal Property Taxes on the accounts listed in the Tax Collector's memo of August 22, 2023 as presented.
- c. **Lower Main St Water, Sewer and Stormwater Improvements Project**
- i. **Accept MDOT funds-** See the memo from Bethany Leavitt, PW Director and also the Municipal/State Agreement, regarding the funds (\$482,600) contributed to the project from MDOT for the stormwater drainage work. A possible motion: to accept MDOT reimbursement funds in the amount of \$482,600 for the Lower Main Street Drainage Project.
 - ii. **Bid Award of Lower Main Street Infrastructure Project-** See the memo from Bethany Leavitt, PW Director regarding the bid process for the Lower Main Street Water, Sewer and Stormwater Infrastructure Improvements Project. A possible motion: to accept the bid of \$4,529,324.50 from Ranger Construction, Fairfield, Maine for the Lower Main Street Water, Sewer and Stormwater Infrastructure Improvements Project.

VII. UNFINISHED BUSINESS

- a. **Treasurer's Warrant**— A possible motion: to sign the Treasurer's Warrants for paid bills.

VIII. NEW BUSINESS

- a. **Housing, Transient Accommodations, and Visitor trends**—See the enclosed Housing and Tourism Overview. Michele Gagnon, Planning Director will review the highlights at the meeting. Angie Chamberlain, Code Enforcement Officer will give a power point presentation on Short Term Rentals (enclosed). There will be Q and A but no action is needed.

XI. Executive Session

Minutes
Special Bar Harbor Town Council Meeting
August 14, 2023

I. CALL TO ORDER – 6:30 p.m.—In attendance were Councilors Valerie Peacock, Gary Friedmann, Matthew Hochman, Earl Brechlin, Maya Caines, and Kyle Shank; Interim Town Manager Sarah Gilbert.

A. Excused Absence(s)— Mr. Hochman, with second by Ms. Caines, moved to excuse Councilor Minutolo as provided by Town Charter section C-12.B(1)(d). Roll Call Vote:

<u>Brechlin</u>	<u>Y</u>
<u>Shank</u>	<u>Y</u>
<u>Hochman</u>	<u>Y</u>
<u>Peacock</u>	<u>Y</u>
<u>Friedmann</u>	<u>Y</u>
<u>Caines</u>	<u>Y</u>

Motion passed 6-0.

II. ADOPTION OF AGENDA—Mr. Hochman, with second by Mr. Friedmann, moved to adopt the agenda as presented. Roll Call Vote:

<u>Brechlin</u>	<u>Y</u>
<u>Shank</u>	<u>Y</u>
<u>Hochman</u>	<u>Y</u>
<u>Peacock</u>	<u>Y</u>
<u>Friedmann</u>	<u>Y</u>
<u>Caines</u>	<u>Y</u>

Motion passed 6-0.

III. REGULAR BUSINESS

A. Executive Session Pursuant to 1 MRSA 405.6.A: Personnel Matter, Town Manager Search—Mr. Hochman, with second by Ms. Caines, moved to enter into executive session as permitted by 1 MRSA §405(6)(A) for discussion or consideration of a personnel matter. Roll Call Vote:

<u>Brechlin</u>	<u>Y</u>
<u>Shank</u>	<u>Y</u>
<u>Hochman</u>	<u>Y</u>
<u>Peacock</u>	<u>Y</u>
<u>Friedmann</u>	<u>Y</u>
<u>Caines</u>	<u>Y</u>

Motion passed 6-0.

David Barrett and Cornell Knight participated in the executive session. Council returned to regular session at 8:05 p.m.

Mr. Hochman, with second by Ms. Caines, moved to authorize the Council chair to sign the Interim Town Manager contract with Cornell Knight. Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Caines Y
Motion passed 6-0.

V. **ADJOURNMENT**— Mr, Hochman, with second by Ms. Caines, moved to adjourn at 8:07 p.m. Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Caines Y
Motion passed 6-0.

Elizabeth N. Graves, Town Clerk

Minutes
Bar Harbor Town Council
August 15, 2023

I. CALL TO ORDER – 6:30 P.M.—In attendance were Councilors Valerie Peacock, Gary Friedmann, Joe Minutolo, Matthew Hochman, Earl Brechlin, Maya Caines, and Kyle Shank; Interim Town Manager Sarah Gilbert and Town Clerk Liz Graves.

A. Excused Absence(s)—None.

Ms. Peacock offered opening remarks. She said a contract offer has been extended to former manager Cornell Knight to serve as part-time interim town manager as the search for a permanent manager continues. The Council met August 14 to review the 36 applications in the second round, narrowing it down to six candidates. Finance Director Sarah Gilbert has been serving as interim manager, but she’s been doing two full-time jobs in a really busy time. She clarified that the scope of responsibilities for Mr. Knight explicitly exclude matters related to cruise ships and the APPLL litigation. Ms. Gilbert will continue to be staff point person for those items.

She said the discussion on rulemaking for cruise ship disembarkations will be held in executive session at this meeting per the advice of the town attorneys, because it requires legal opinion about litigation. Nothing will be finalized at this meeting, she said; and the proposed rules will be presented to the public for input and feedback.

II. READING OF THE MEETING GROUND RULES

III. PUBLIC COMMENT PERIOD—*The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda and not in litigation with a maximum of three minutes per person.*—Cara Ryan spoke about housing, calling it a deepening crisis.

IV. APPROVAL OF MINUTES

A. August 1, 2023 Regular Meeting—Mr. Hochman, with second by Mr. Friedmann, moved to approve the August 1, 2023 Regular Meeting Minutes as presented. Roll Call Vote:

Brechlin Y

Shank Y

Hochman Y

Peacock Y

Friedmann Y

Minutolo Abstained, having been absent at the meeting.

Caines Y

Motion passed 6-0-1.

V. ADOPTION OF AGENDA—Mr. Hochman, with second by Mr. Brechlin, moved to adopt the agenda as presented. Roll Call Vote:

Brechlin Y

Shank Y

Hochman Y

Peacock Y

Friedmann Y

Minutolo Y
Caines Y
Motion passed 7-0.

VI. PUBLIC HEARINGS

A. Senior Taxpayer Assistance Program Ordinance Amendment 2023-03—*Public comment and possible motion to adopt changes.*—There being no public comment, Mr. Hochman, with second by Mr. Friedmann, moved to adopt the amendment to the Senior Taxpayer Assistance Program Ordinance as presented. Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Minutolo Y
Caines Y
Motion passed 7-0.

B. Vehicles and Traffic Ordinance Amendment 2023-04—*Public comment and possible motion to adopt changes.*—There being no public comment, Mr. Hochman, with second by Mr. Friedmann, moved to adopt the amendment to the Vehicles and Traffic Ordinance as presented. Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Minutolo Y
Caines Y
Motion passed 7-0.

VII. UNFINISHED BUSINESS

A. Police Department-Mental Health Liaison—*Request to restructure position*—Interim Police Chief David Kerns presented the request and answered Council questions. Following discussion, Mr. Hochman, with second by Mr. Friedmann, moved to transfer the position of mental health liaison from a contracted position to a town employee. Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Minutolo Y
Caines Y
Motion passed 7-0.

B. Boards and Committees Ordinance Amendment—*Possible motion to call a public hearing on amendment to disband Cruise Ship Committee.*—Ms. Peacock introduced

the topic, giving a history of the formation of the committee and its work. She noted that earlier this year the Council asked the committee to pause its work. Following discussion, Mr. Friedmann, with second by Ms. Caines, moved to schedule a public hearing for September 19, 2023 for discussion of a possible amendment to disband the Cruise Ship Committee. Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Minutolo Y
Caines Y
Motion passed 7-0.

C. Council Rules of Order—Possible amendments—Following discussion, Mr. Hochman, with second by Mr. Shank, moved to approve the changes to the meeting ending time in section 1.C as presented. Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Minutolo Y
Caines Y
Motion passed 7-0.

Ms. Caines, with second by Mr. Hochman, moved to reject the recommendation to move the Public Comment period, keeping the Public Comment period at the beginning of the agenda. Following discussion, Roll Call Vote:

Brechlin N
Shank Y
Hochman Y
Peacock Y
Friedmann N
Minutolo Y
Caines Y
Motion passed 5-2.

Mr. Hochman, with second by Ms. Caines, moved to approve the changes to section 4.D to add public comment on agenda items. Following discussion, Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Minutolo Y

Caines Y
Motion passed 7-0.

D. Treasurer’s Warrant—*Request of Treasurer to authorize paid bills.*— Mr. Hochman, with second by Ms. Caines, moved to sign the Treasurer’s warrants for paid bills. Roll Call Vote:

Brechlin Y
Shank Y
Hochman Y
Peacock Y
Friedmann Y
Minutolo Y
Caines Y
Motion passed 7-0.

VIII. NEW BUSINESS

A. Comprehensive Plan—*Update*—Ms. Peacock spoke about the committee’s recent work. A couple of joint meetings are coming up with the Comp Plan Committee and the Planning Board, to look at what was accomplished from the last Comp Plan and what needs to be carried forward. There are some focus groups happening, with Comp Plan Committee members meeting with town boards and committees. All that leads up to a late fall presentation to the Council and writing of the actual plan in December. The final plan will go to a Town Meeting for a vote and also has to be approved by the state.

IX. TOWN MANAGER’S COMMENTS

Ms. Gilbert said real estate and personal property taxes have been committed for FY24. Those who have signed up for electronic delivery of their tax bills have already received them; paper bills will be mailed out in the next few days. The mil rate is 8.68 per thousand dollars of valuation and last year was 9.32, but that does not mean taxes will go down. There was about a \$2 million increase in the budget. Most folks will see about an 18 percent increase in their assessed value.

People participating in the state Senior Tax Stabilization Program, freezing their taxes at the prior year’s level, see an average savings of about \$700, according to the assessor.

She said the \$55 million bond sale has been held. This includes including the infrastructure and Higgins Pit bonds approved in 2022 along with the school architectural plan bond and fiber buildout bonds, and also refinance of bonds from 2011 and 2013. The rate came in at 3.12 percent. Standard and Poor’s said the low rate is thanks to the town’s AAA rating, which is the highest given.

Closing out her last meeting as Interim Town Manager, she thanked this Council and the previous Town Council for appointing her. She thanked the department heads for their dedication to their craft and professionalism. She thanked the Finance staff, who adapted to increased phone and in-person traffic. She thanked her college friends who “think she’s the mayor” and friends in the community whose support has meant the world. She thanked her husband and son for putting up with the late-night meetings and early mornings answering emails. She thanked Liz Graves for her expertise, dedication and thoughtfulness, and Council Chair Peacock for her unwavering support and encouragement.

She said it has been an honor to serve the community of Bar Harbor.

X. COUNCIL COMMENTS

Ms. Peacock said the Council could never thank Ms. Gilbert enough for stepping up to take the Interim Town Manager job in January—a particularly hard time in the budget process, when the town was entering public and complex litigation, and when a large school bond question was looming. Over and over, Sarah quietly, efficiently and effectively took on the job, working with the staff on every project the town works on. Taking media and citizen calls and emails, de-escalating conflicts with grace, preparing Council agendas and manager memos, gathering discovery, testifying at trials, accepting resignations, preparing the Warrant, planning Town Meeting—those were just a few of the things she had to do. All of this while also serving as Finance Director.

She said she has enjoyed getting to know Ms. Gilbert professionally and personally. She said it's a pleasure to watch Ms. Gilbert work a room, animatedly connecting with old and new friends. She said Sarah will tell you she doesn't like giving speeches, but there's a lot more to the job than giving speeches, and real heroes don't wear capes.

Mr. Brechlin whether 20 percent increases in valuation were more or less town-wide. Ms. Gilbert said they are.

Mr. Shank encouraged everyone to enjoy the last two weeks of summer break before school starts again. He mentioned the Montana court case in which it was found that the state was violating its constitution by not working to prevent the impacts of climate change on young people. Finally, as an island community that suffered a horrible fire in 1947, he wanted to send condolences to the residents of Maui, who are also recovering from a terrible fire.

Mr. Hochman said Ms. Gilbert has handled her dual roles flawlessly. He also thanked the ambulatory surgery unit at MDI Hospital for excellent care he recently received.

He requested a legal opinion on an emergency moratorium on transient accommodation while the Council looks to a tourism capacity study. He also suggested the town request that MDOT do a traffic study at the head of the island. Traffic there has come to a head; it's common for it to take hours to get off the island at the end of the day.

Mr. Friedmann echoed that Ms. Gilbert did an incredible job keeping things going, and it says what a great staff this town has that we can go this long without a permanent manager. He noted that Sarah was quoted in the July issue of Maine Town & City magazine in an article about human resources, talking about the decision to partner with Mount Desert to hire Zach Harris. He joked about how impressively fast Water Division staff appeared at his house after he contacted them to say a sample was ready.

He said he was pleased to hear Cara Ryan and Mr. Hochman talk about the housing crisis. He believes that part of what this Council does is enact the vision of our citizens for what we want this town to look like; he doesn't think the town currently looks like what people want it to be. He sees an opportunity with this newly-elected Council to be proactive about that. He thinks we don't have any time to lose as the rate of development is accelerating as people see how much money can be made here.

Mr. Minutolo thanked Ms. Gilbert for "keeping the wheels on the bus." He said he likes the idea of an overall plan for tourism. He noted that traffic congestion is a regional problem that will require partnership with other communities.

Ms. Caines also thanked Ms. Gilbert for stepping up to the plate. She said a housing presentation is planned for the next Council meeting, Sept. 5. She said will be important for

everyone to be paying attention to that, and she’s pleased that there will be opportunity for public comment on that and other agenda items under the new rules.

XI. EXECUTIVE SESSION

A. Cruise Ship Disembarkations—*Consultation with the Town Attorney*—Mr. Hochman, with second by Mr. Friedmann, moved to enter executive session as provided by 1 MRS Section 405.6.E for consultation with the Town Attorney. Roll

Call Vote:

Brechlin Y

Shank Y

Hochman Y

Peacock Y

Friedmann Y

Minutolo Y

Caines Y

Motion passed 7-0.

Town Attorney Stephen Wagner, Interim Town Manager Sarah Gilbert, Interim Police Chief David Kerns, and Harbormaster Chris Wharff participated in the executive session. Council returned to regular session at 8:50 p.m.

XII. ADJOURNMENT—Mr. Hochman, with second by Mr. Friedmann, moved to adjourn at 8:55 p.m. Roll Call Vote:

Brechlin Y

Shank Y

Hochman Y

Peacock Y

Friedmann Y

Minutolo Y

Caines Y

Motion passed 7-0.

Elizabeth N. Graves, Town Clerk



<i>MaineDOT use only</i>
AMS ID: _____
CSN: _____
PROGRAM: <u>Multimodal Program</u>

**MAINE DEPARTMENT OF TRANSPORTATION
Small Harbor Improvement Program Agreement**

With the
Town of Bar Harbor

Regarding
Replacement of Floats at the Municipal Pier

<i>Locally Administered Project – State Funds Only (Payable)</i>	
MaineDOT WIN: <u>27756.00</u>	State Vendor ID: <u>VC1000007115</u>
Agreement Amount: <u>\$99,360.00</u>	Effective Date: _____
State Share: <u>\$49,680.00</u>	Expiration Date: <u>9/30/2026</u>
Local Share: <u>\$49,680.00 (not shown in system)</u>	

This Agreement is entered into by and between the State of Maine Department of Transportation (**MaineDOT**), an agency of state government with its headquarters at 24 Child Street in Augusta, Maine, and with a mailing address of 16 SHS Augusta, ME 04333-0016; and the Town of Bar Harbor (the **Town**), a municipal corporation organized and existing under the laws of the State of Maine, with municipal offices at 93 Cottage Street, Suite 1, in Bar Harbor, Maine, and a mailing address of the same. (MaineDOT and the Town collectively are referred to as the Parties and individually as a Party.)

RECITALS

- A. **SCOPE OF WORK.** This Agreement shall apply to the replacement of aging floats at the Bar Harbor municipal pier, for purposes of skiff and dinghy tie-up, as further described in the attached SHIP application from the Town (the **Project**); and
- B. **AWARD.** MaineDOT chose the Project for funding from the State of Maine (the **State**) through its Small Harbor Improvement Program (SHIP); and
- C. **ROLE OF TOWN.** The Town shall undertake the SHIP work as a Locally Administered Project, subject to MaineDOT oversight to ensure that all requirements of this Agreement are met.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing statements, the Parties agree to the following:

1. APPENDIX

- Appendix A: Small Harbor Improvement Program Application, dated March 23, 2023.

2. PROJECT MANAGEMENT

- 2.1 The Town has assigned the officer or employee listed below to manage the Project and carry out the Town’s responsibilities. This Project Coordinator shall abide by applicable sections of the latest edition of MaineDOT’s Local Project Administration Manual (LPA Manual).

- ❑ Project Coordinator: Chris Wharff, Harbormaster
Email: cwharff@barharbormaine.gov; Phone: 207-288-3391

2.2 MaineDOT has assigned the Project Manager listed below to carry out the State's responsibilities. The Project Manager or designee will have the authority to request changes to the Project design to meet applicable laws and design standards; accept and reject invoices; inspect construction activities; and take all other action to ensure proper performance of this Agreement.

- ❑ Project Manager: Aurele Gorneau II, Multimodal Program
Email: Aurele.GorneauII@maine.gov; Phone: 207-592-4438

3. FINANCIAL OBLIGATIONS

- 3.1 AUTHORIZATION. Before the Town may advertise for bids or otherwise begin reimbursable construction work on the Project, MaineDOT must approve the final plans, specifications and estimate (PS&E) for the Project and issue the Town written notice to proceed.
- 3.2 COST-SHARING. The estimated cost of the Project is **\$99,360.00** (Project Cost), which the Parties shall share at the percentages set out below. If the actual cost of the Project is less than this amount, the final amount owed to the Town will be based on the share percentages below.
- a. STATE SHARE. MaineDOT will share in the Project Cost up to a maximum contribution of 50 percent of the total or **\$49,680.00**, whichever is less.
 - b. LOCAL MATCH. The Town shall share in the Project Cost at the rate of 50 percent, for an estimated local match of **\$49,680.00**, and shall be fully responsible for:
 - i. All costs exceeding the total Agreement amount, unless MaineDOT approves otherwise in writing and executes a modification to this Agreement increasing the total amount;
 - ii. All costs incurred before the effective date of this Agreement; and
 - iii. All costs that MaineDOT determines to be ineligible for reimbursement – including all costs incurred on the Project if the Town cancels the Project before construction.
- 3.3 REIMBURSEMENT. The Town shall pay all costs as they occur and invoice MaineDOT periodically for reimbursement of the State's share. Invoices shall be modeled after Letter 4 from the LPA Manual, as follows:
- a. Each invoice shall include a progress report for the service period of the invoice;
 - b. Each invoice shall include enough backup to satisfy the MaineDOT Project Manager;
 - c. Each invoice shall show MaineDOT's and the Town's portions of Project costs, including a running total of costs invoiced to date;
 - d. The Town must certify that amounts claimed are correct and not claimed previously;
 - e. Upon completion of the Project and payment in full of all contracted parties, the Town shall submit to MaineDOT a final invoice modeled after Letter 20 from the LPA Manual. Payment shall be contingent on a passing inspection of the Project by MaineDOT and receipt by MaineDOT of a completed consultant evaluation (if applicable) and contractor evaluation.
- 3.4 MAINEDOT COSTS. Not applicable.

4. PROJECT DEVELOPMENT

- 4.1 **KICKOFF**. The Parties shall hold a Project Kickoff meeting to go over the scope of work, budget, schedule and legal requirements for the Project before reimbursable work may begin.
- 4.2 **PROGRESS UPDATES**. The Town shall provide MaineDOT with written progress updates upon request. If the Town fails to respond to repeated requests for such updates, MaineDOT reserves the right to declare the Town to be in default of this Agreement.
- 4.3 **ENGINEERING SERVICES**. If the Town intends to use state funding to hire an engineering consultant to assist with the Project, the Town shall follow the procedures in Chapter 2 of the LPA Manual (Hiring Consultants). Consultant work procured using the lowest price as a scoring factor or performed before the execution date of this Agreement shall be ineligible for reimbursement.
- 4.4 **DESIGN**. The Town, in coordination with its contracted consultant, shall submit a package of final construction plans, specifications and an updated cost estimate (PS&E) to MaineDOT for review before requesting construction authorization, as follows:
- a. MaineDOT will give the Town construction authorization after:
 - i. The Town addresses all comments from MaineDOT; and
 - ii. MaineDOT accepts the final PS&E package as complete.
- 4.5 **PUBLIC PROCESS**. The Town shall provide MaineDOT with a signed public process certification modeled after Letter 10 from the LPA Manual, as part of the final PS&E package for the Project.
- 4.6 **ENVIRONMENTAL REQUIREMENTS**. The Town shall be responsible for obtaining all environmental approvals, permits and licenses required to carry out the Project, if applicable. The Town shall provide MaineDOT with a signed environmental certification modeled after Letter 12 from the LPA Manual, as part of the final PS&E package for the Project.
- 4.7 **UTILITY COORDINATION**. Before receiving construction authorization, the Town shall provide MaineDOT with a signed utility certification modeled after Letter 13 from the LPA Manual.
- 4.8 **RIGHT-OF-WAY**. Before receiving construction authorization, the Town shall provide MaineDOT with a signed certification modeled after Letter 14 from the LPA Manual stating that it either holds title to the property upon which the Project will be constructed or has obtained rights – through easements, licenses or leases – from the owners of all property necessary for the Project.
- 4.9 **IN-KIND WORK**. Not applicable.
- 4.10 **HIRING A CONTRACTOR**. The Town shall use a competitive process to hire a construction contractor by one of the methods set out below:
- a. If the Town has a local procurement ordinance that requires a competitive process, the Town shall use that ordinance to procure the services of a contractor upon receiving written approval from the MaineDOT Project Manager.
 - b. If there is no local ordinance, the Town shall receive written approval from the MaineDOT Project Manager to use one of the following procurement methods:

- i. The Town may hold a publicly advertised bid process that conforms to MaineDOT's Standard Specifications; or
 - ii. The Town may obtain formal, itemized quotes from at least three (3) contractors demonstrating successful delivery of projects of comparable size and scope to the Project. Upon receiving quotes, the Town shall award a contract to the qualified contractor providing the lowest quote, for the quoted amount.
- c. Negotiation with any bidder – after bids for the Project are opened and before a contract is awarded – shall cause the Town to lose all state funding for the Project.

4.11 CONSTRUCTION OVERSIGHT. During construction of the Project, the Town shall:

- a. Provide a qualified person approved by MaineDOT to inspect the work for compliance with the plans, specifications and provisions of the construction contract for the Project;
- b. Hold a pre-construction meeting with appropriate notice involving the contractor, the Town's Project Coordinator and designated inspector, MaineDOT personnel, and other parties involved in or affected by the work, as appropriate; and
- c. Submit proposed contract modifications (change orders) to MaineDOT for review and concurrence. MaineDOT may deny reimbursement for work performed under a modification executed without MaineDOT's concurrence.

4.12 FINAL INSPECTION. MaineDOT will inspect the completed Project for compliance with the construction plans, specifications and provisions of the construction contract. MaineDOT reserves the right not to reimburse the Town for work determined to be out of such compliance.

5. MAINTENANCE RESPONSIBILITY

The Town shall operate and maintain the completed Project for the duration of its Useful Life, as determined by generally accepted marine industry standards. Maintenance shall consist of general upkeep and repairs necessitated by weather, age and public use. MaineDOT, at its discretion, may excuse the Town from this maintenance responsibility if the facility is destroyed or substantially damaged by a catastrophic event. *This Section 5 shall survive the expiration of this Agreement.*

6. RECORDS AND AUDITS

- 6.1 Project Records, whether printed or electronic, shall include all plans, specifications, contracts, reports, notes, or other documents prepared by or for the Town. The Town shall retain all Project Records for at least **3 years** from the date of MaineDOT's acceptance of the final invoice for the Project or the termination of this Agreement, whichever is sooner. If any litigation, claim, negotiation or audit has begun before the end of this retention period, all Project Records shall be kept for at least 3 years after the litigation, claim, negotiation or audit is resolved.
- 6.2 The Town and any contracted party working on its behalf shall allow representatives of the State of Maine to inspect and audit Project Records at any time, at no cost. Audits shall be performed in accordance with the Generally Accepted Government Auditing Standards.

This Section 6 shall survive the termination or expiration of this Agreement.

7. DEBARMENT

- 7.1 By signing this Agreement, the Town certifies that, for the term of the Agreement, it shall not permit any consultant, contractor, subcontractor or any other third party to work on any aspect of the Project if that entity or its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the State of Maine. If the Town cannot certify to this statement, it shall attach an explanation to this Agreement.

8. CONFLICT OF INTEREST

- 8.1 No municipal official or employee with a direct or indirect financial or other personal interest in any contract or subcontract for the Project shall negotiate, make, accept or approve any such contract or subcontract.
- 8.2 No person or entity entering into a contract or subcontract for services for the Project shall have a direct or indirect financial or other personal interest in the Project or in its outcome, other than the performance of the contract or subcontract.

9. GENERAL PROVISIONS

- 9.1 LEGAL COMPLIANCE. This Agreement shall be construed under the laws of the State of Maine. During the performance of this Agreement, the Parties agree to comply with and abide by all applicable federal, state and local laws, statutes, rules, regulations, standards and guidelines; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achieving the intent of this Agreement.
- 9.2 INDEMNIFICATION. To the extent permitted by law, the Town shall indemnify and hold harmless the State of Maine, its agents, employees and contractors from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Town, its agents, employees or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either Party under the Maine Tort Claims Act (14 M.R.S., §8101 et seq.) or any other privileges or immunities provided by law. *This section shall survive the termination or expiration of this Agreement.*
- 9.3 CONFIDENTIALITY. Information pertaining to any detailed estimate of the construction cost of the Project shall be kept confidential pursuant to the provisions of state law: 23 M.R.S.A., §63, "Confidentiality of Records."
- 9.4 STATE OF MAINE'S RIGHTS OF SET-OFF. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for purposes of set-off monies due the Town under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason. MaineDOT shall exercise its set-off rights in accordance with standard state practices including, in cases of set-off pursuant to an audit, the finalization of the audit by MaineDOT, its representatives or the State Controller. *When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Town for purposes of set-off to recover the amount owed.*

- 9.5 NON-APPROPRIATION. Notwithstanding anything herein to the contrary, the Town acknowledges and agrees that although the execution of this Agreement manifests MaineDOT's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, any such obligations by law are subject to available budgetary appropriations by the Maine Legislature. This Agreement, therefore, creates no obligation on behalf of MaineDOT in excess of such appropriations.
- 9.6 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement:
- a. The Town shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The Town shall take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The Town agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this section.
 - b. The Town – in all solicitations or advertising for employees placed by or on behalf of the Town relating to this Agreement – shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Town shall cause the foregoing provisions to be inserted into any contract for work covered by this Agreement so that such provisions shall be binding upon each contractor, except for contracts or subcontracts for standard commercial supplies or raw materials.
- 9.7 FLOW DOWN. Contracts between the Town and all third parties shall contain or incorporate by reference applicable provisions of this Agreement.
- 9.8 ASSIGNMENT. No assignment of this Agreement is contemplated, and no assignment shall be made without MaineDOT's express written permission.
- 9.9 AMENDMENT AND MODIFICATION. This Agreement may only be modified or amended in writing and signed by a duly authorized representative of each Party.
- 9.10 BINDING EFFECT. The Parties shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.
- 9.11 INDEPENDENT CAPACITY. The Town, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
- 9.12 ENTIRE AGREEMENT. This document represents the entire Agreement between the Parties. Neither Party shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.
- 9.13 ELECTRONIC SIGNATURES. Each Party agrees that this Agreement may be signed electronically and that all electronic signatures on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

9.14 **NOTICE.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent by email, which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving Party. Alternatively, communications can be sent by U.S. Mail – certified or registered, return receipt requested – or by a recognized commercial carrier that requires a return receipt to be delivered to the sending party. Such communications, requests or notices shall be sent to the Town’s Project Coordinator and MaineDOT’s Project Manager.

10. DEFAULT AND TERMINATION

- 10.1 MaineDOT shall have just cause to terminate this Agreement upon or after the occurrence of one or more of the following events, which shall constitute default of this Agreement by the Town:
- a. The Town fails to complete the Project by the Expiration Date of this Agreement without receiving a written extension from MaineDOT;
 - b. The Town advertises for bids for the Project or otherwise begins construction on the Project without receiving notice to proceed from MaineDOT;
 - c. The Town negotiates with any bidder before a contract is awarded;
 - d. The Town makes no attempt to respond to requests for progress updates;
 - e. The Town withdraws from the Project, resulting in cancellation of the Project;
 - f. The Town uses Project funds for a purpose not authorized by this Agreement;
 - g. The Town misrepresents or falsifies any claim for reimbursement;
 - h. The Town fails to meet the standards of performance set out in this Agreement.
- 10.2 In the event of a default, MaineDOT will afford the Town a cure period of 14 calendar days, effective on the Town’s receipt of Notice of Default. If the Town fails to address all grounds for default within this cure period or any longer period as MaineDOT may authorize, MaineDOT may terminate this Agreement for cause, with the following conditions:
- a. MaineDOT will recover from the Town all reimbursements made to the Town; and
 - b. The Town shall forfeit all state funds remaining in the terminated Project.

11. TERM AND EXPIRATION

All provisions of this Agreement – *except for those provisions that by their very nature are intended to survive* – shall expire upon payment by MaineDOT of the final invoice from the Town or **Sept. 30, 2026** (Expiration Date), whichever occurs first. The Town shall submit any request for a time extension to MaineDOT in writing before the Expiration Date.

12. MUNICIPAL APPROVAL

The Town’s undersigned representative assures that the Town’s legislative body has approved the Town’s entry into this Agreement, has appropriated or authorized the use of any required matching funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective on the date last signed below.

Town of Bar Harbor

Maine Department of Transportation

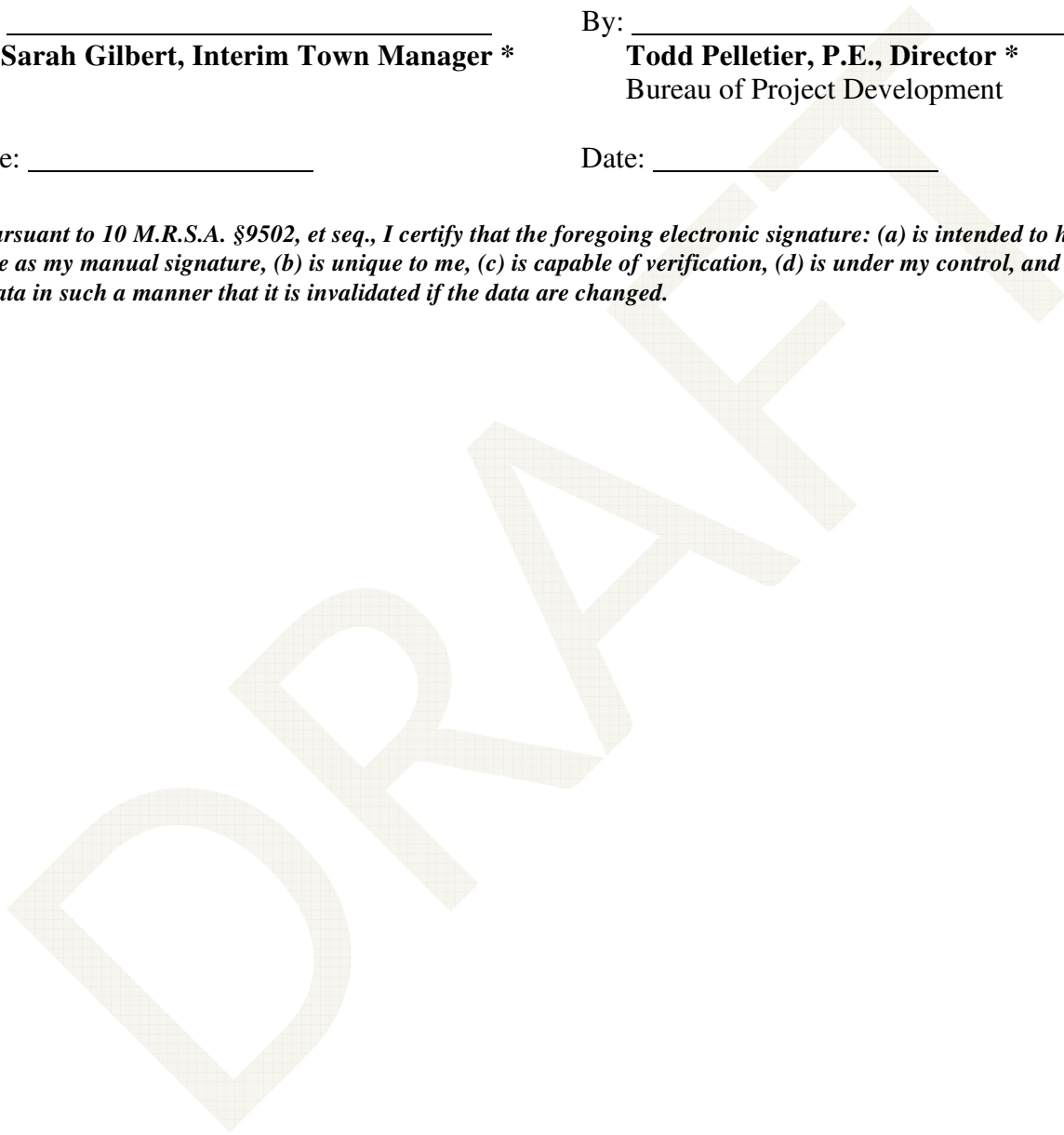
By: _____
Sarah Gilbert, Interim Town Manager *

By: _____
Todd Pelletier, P.E., Director *
Bureau of Project Development

Date: _____

Date: _____

** Pursuant to 10 M.R.S.A. §9502, et seq., I certify that the foregoing electronic signature: (a) is intended to have the same force as my manual signature, (b) is unique to me, (c) is capable of verification, (d) is under my control, and (e) is linked to data in such a manner that it is invalidated if the data are changed.*



APPENDIX A

Small Harbor Improvement Program Application

DRAFT



MaineDOT

Small Harbor Improvement Program

Date Application
Received

(For MaineDOT Use
Only)

Application

Section 1: General Information

Applicant Name(s): Town of Bar Harbor		
Contact Person: Christopher Wharff		
Mailing Address: 93 Cottage Street		
City: Bar Harbor	State: Maine	Zip: 04609
Daytime Phone No.: 207-288-3391	Email: cwharff@barharbormaine.gov	

NOTE: The following sections of this application request specific project-related information. If warranted, pictures, maps, exhibits, diagrams, survey summaries, etc., should be included with the application. Please be concise. If additional space is required, please attach supplemental sheets.

Section 2: Project Information

Note: Separate complete application(s) are required for each different project proposal

Location of Project: Provide abutting **street** name(s) and additional project location references. Feel free to attach designs/ diagrams, maps, sea charts, etc. that will help provide a clear description of the proposed scope and location:

The floats are located on the Western side of the Bar Harbor Municipal Pier and run parallel to the pier. The Bar Harbor Municipal Pier is located at the Eastern end of West Street in Downtown Bar Harbor. See attached satellite imagery for more specific location information.

Project Summary (*Outline proposed improvements in 40 words or less*):

The project will serve to replace four 8'X'30 mixed use floats at the Bar Harbor Municipal Pier. The floats serve as the only skiff dock at the Municipal pier and are used by the entire commercial fishing fleet as means of access to their fishing vessels. The skiff floats are also used by the fishing fleet to perform maintenance and repairs on the boats as well as take fuel. In addition to commercial use, the floats are also used by all other mooring owners in Bar Harbor as well as any transient vessel anchored or moored in the harbor as a means to access land. We will be replacing the four current 8X30 foot floats with five new floats that are 8X24 feet. By switching to five shorter floats we avoid having a joint in the large base timbers of the float as there are large 24 foot timbers available for sale at all major construction retailers. We also maintain the exact same square footage of float at 960 square feet. This will increase the durability and life span of the floats.

Provide a bulleted list of proposed specific improvements (for instance...widen existing concrete ramp, create 8 new floats at 8 ft. by 20 ft each, replace gangway, 4 new pilings, etc., etc. :

Replace 4 existing 8X30 foot connected wood construction floats with five 8X24 foot connected wood construction floats

By moving to five shorter floats we avoid having a joint in the large timbers that form the base of the float

24 foot timbers are readily available at all construction retailers.

We will increase the durability and life span of the floats

Bar Harbor is a notoriously rough harbor with high surge as it is relatively unprotected from winds.

Durable floats that can withstand intense wave action and heavy commercial use are necessary to keep the harbor accessible for all.

Describe concisely why the project is needed and associated benefits:

The existing floats are in disrepair and in need of replacement. Currently there are several deck board end protruding from the surface decking of the float and due to heavy rot in the cross members, repairing these issues is nearly impossible and cost prohibitive. This leads to major tripping hazards and high potential for accidents and injuries. As stated above the floats serve as the only access point to the Harbor for all mooring owners in Bar Harbor, the entire commercial fishing fleet and countless transient boaters who rent moorings or anchor in the area of harbor. Without these floats there would be no place to tie up skiffs for mooring access, perform boat maintenance or access for transient boaters who are not renting a slip. The skiff float also serves as the berth for the Bar Harbor Police boat.

Describe which groups (fisherman, recreational boaters, business, etc.) will benefit from the proposed project:

Commercial Fishermen use the floats to tie up their skiffs which are used to access their vessels on moorings and also to perform maintenance on their fishing vessels. Transient boaters use the floats to tie up their skiffs and it is the sole access point to the pier for anyone anchored or moored in Bar Harbor. The Town of Bar Harbor Police Department uses the float as the berth for the Police Boat which provides security and search and rescue capability all over Frenchman Bay. Local commercial marine construction companies use the floats to access their barge and service most of the moorings, floats and piers in Frenchman Bay.

Describe any discussions with environmental permitting agencies and/or approved permits for the proposed project.

There will be no change to the existing footprint of the Bar Harbor Municipal Pier that is currently covered under a State of Maine submerged lands lease.

Describe environmental permits needed (in bullet form), and from which agency, necessary for the project.

No additional permits are needed.

Describe (if applicable) design efforts that have been completed to date on the proposed project and attach any completed design information.

I have had extensive discussions with our local marine contractor about changing the design for these floats. Currently we are using a 30 foot float and large 30 foot timbers are not currently available, this causes there to be a joint in the base timbers of the floats which inherently effects the durability and life span of the floats by adding a weak point in the foundation of the float. We are planning to reduce the length of each float to 24 feet as this length timber is readily available and will significantly increase the strength and durability of the floats over time by removing any joints or weak spots in the foundation of the floats. By using five 8X24 floats we keep the exact same square footage, 960 square feet, of float as using four 8X30 floats.

Please list all applicable public meeting dates including town council/selectboard meetings for the project, for submitting this application, and for any budgetary approvals of local match. Please describe all sources of local match and amounts (To be eligible to receive funding for the next budget, the project and local match should be approved before submittal of this application by June 30th, of any given year)

The Town of Bar Harbor has already appropriated funds set aside in a CIP budget for the sole purpose of replacing these floats and these funds will be used as the match for this grant. There is currently approximately \$86,000 dollars in the CIP fund for float replacement. By Town policy the Town Manager must only alert the Town Council of the grant application and upon receiving the funding the Town Council must approve the acceptance of any funding. There are no meetings currently scheduled surrounding this grant application but there will be upon receipt of funding.

If the community has not made the final decision(s) or approved the local match, please describe the timeline for approvals for the project and local match. (The project will not be placed into a future budget until all local approvals including local match are finalized).

The funds for the local match are approved and available. Once our grant application is approved and we receive notice of funding there would be one additional meeting for the Council to accept the funds. This would occur as soon as possible after notice of grant funding.

Section 3: Project Budget

Section 3.1 - Estimated Cost of Infrastructure Project (Each item needs an estimate, no zeroes or blanks!)

Preliminary/Final Design Engineering/Environmental Permitting:	1. \$ 6,048
Construction:	2. \$ 86,400
Right of Way (If applicable)	3. \$
Construction Oversight/Engineering (CE):	4. \$ 6,912
Total Value of Project (add lines 1 through 4):	5. \$ 99,360

Local Match/Voluntary Contributions (Note: All match/voluntary contributions must be detailed. Bonus consideration may be given to applications that offer additional match/voluntary contributions beyond any applicable required local match.)

- Cash (in most instances, cash is the only allowed match):	6. \$ 49,680
- Potential quantifiable labor and/or materials contributions: (if listing labor or materials as proposed local match, please provide attachment with overview detailing how many hours, hourly rates, material quantities and costs, etc.)	7. \$

Total Local Match Contributions (minimum 50% of total project required):	8. \$ 49,680
Funds Requested from MaineDOT:	9. \$ 49,680

Note: The sum of Lines 8 and 9 should equal Line 5 above.

Please describe source of local match: Capital Improvement Program for Harbormaster Budget, float replacement. Funds are allocated and available for use.

Section 3.2 - Detailed Description of Infrastructure Project and Cost (if applicable)

Provide or attach a detailed description of project work items and/or construction costs from Section 3.1.

Construction costs will be solely limited to the construction of new wooden floats.

Section 5: Authorized Signatures

These signatures indicate that if the municipality is approved for funding, that the municipality will enter into a municipal/state agreement with MaineDOT requiring the municipality/applicant/sponsor to administer the development, design, and construction of the project abiding to federal, state, and local requirements. The signature also indicates that the community understands that it will be entirely responsible for maintenance of the finished project, and that the public will have access to the project for the life of the project.

Note: Information on Locally Administered Project (LAP) requirements can be found at:
<http://www.maine.gov/mdot/lap/>

An authorized representative of the city/town

Municipal Official:

Name(s): Christopher Wharff

Title: Police Lieutenant/Harbormaster

Phone #: 207-288-3392

Email: cwharff@barharbormaine.gov


Signature(s)

3/23/2023
Date

Local Project Municipal Contact (likely to be the Local Project Administrator)

Name: Christopher Wharff

Title: Police Lieutenant/Harbormaster

Phone #: 207-288-3391

Email: cwharff@barharbormaine.gov

If by email, send all information to matthew.burns@maine.gov. When we receive email, you will receive a response of receipt within one week. If you do not receive a response, call Matt Burns at 624-3409 as soon as possible.

If hardcopies are mailed, please send two completed application packages (including all attachments and all required documents) to:

MaineDOT
Attn: Matt Burns
Bureau of Planning
16 State House Station
Child Street
Augusta, ME 04333-0016

Memo



To: Sarah Gilbert, Finance Director

From: Elizabeth Spear, Tax Collector

Date: 8/22/23

Re: Request to Abate Real Estate Taxes

I would like to request the Town Council to abate the attached past due Real Estate Taxes. I feel these accounts, dating from 2007 to 2012, are uncollectable. Please see attached spreadsheet detailing the owner, tax amount and tax year, along with a brief description why tax is uncollectible.

Under Maine Revised Statute Title 36, Section 841, only the Town Council may abate taxes one year after date of commitment. A suggested order would be to: move to abate Real Estate Property Taxes deemed uncollectable that are listed in the Tax Collector's 8/22/23 memorandum.

Parcel ID	Name	Address	Unpaid Principal to be Abated			Reason to Abate
			2007	2009	2012	
209-035-000	Bar Harbor Trust Services Trustee	Degregoire Park	\$ 85.23			Lot merged in 2006, this bill should not have committed due to the merge.
209-036-000	Barton, Robert Dale	Degregoire Park		\$ 153.32		Lot merged in 2006, this bill should not have committed due to the merge.
221-074-001	United Stated of America	Crooked Road			\$ 245.96	Incorrectly billed as property owner should have received tax exempt status, as they did in subsequent years.
Totals			\$ 85.23	\$ 153.32	\$ 245.96	\$ 484.51

Memo



To: Sarah Gilbert, Finance Director

From: Elizabeth Spear, Tax Collector

Date: 8/22/23

Re: Request to Abate Personal Property Taxes

I would like to request the Town Council to abate the attached past due Personal Property Taxes. I feel these accounts, dating from 2006 to 2020, are uncollectable as none are currently doing business in Bar Harbor. The Assessing Office further informed me that their office does not have current Personal Property Declaration forms on file, which indicates that these accounts were likely transferred over from an older year when they were once active. Please see attached spreadsheet detailing the owner, tax amount and tax year, along with a brief description why tax is uncollectable.

Under Maine Revised Statute Title 36, Section 841, only the Town Council may abate taxes one year after date of commitment. A suggested order would be to: move to abate Personal Property Taxes deemed uncollectable that are listed in the Tax Collector's 8/22/23 memorandum.

Account	Name	Address	Nature of Business	Last Year PP Declaration Form Submitted	Unpaid Principal to Abate											Reason to Abate	
					2006	2008	2009	2010	2011	2014	2015	2016	2017	2018	2019		2020
76	Oconnor, Michelle	164 Main Street		Unknown	\$ 37.40												No Longer in Business
104	Highquest Partners, Inc	1369 State Hwy 102	Consulting	Unknown	\$ 57.72												No Longer in Business
148	Wells Fargo Home Mortgage		Financing	Unknown	\$ 79.56												No Longer in Business
5211	Lozano August C.	11 High Street	B&B	Unknown	\$ 28.65												No Longer in Business
5298	Graves Michael H.	10 Albert Meadow	Retail	Unknown	\$ 7.31												No Longer in Business
5376	Mohr Jonathan	1719 State Hwy 102	Signage	Unknown	\$ 16.15												No Longer in Business
5504	Citicorp Vendor Finance		Finance	Unknown	\$ 62.42												No Longer in Business
100370	Cambridge, Chris	150 Main Street	Retail	2019									\$ 19.26				No Longer in Business
100470	Summa, Inc	14 Cottage Street	Retail	2019										\$ 11.56			No Longer in Business
103640	Forster, Peggy	48 Leland Road		Unknown									\$ 19.73				No Longer in Business
103850	Prestinari, Chuck	7 Main Street	Retail	2020											\$ 11.85		No Longer in Business
104200	Kelleys Cottage & Apartment	152 Old Bar Harbor Road	Lodging	2022												\$ 20.82	No Longer in Business
104750	Cortoakes, Evan	185 Main St		Unknown		\$ 390.01	\$ 353.25	\$ 336.44	\$ 319.68								No Longer in Business
105120	Brown, Stephen	12 Greeley Avenue	Auto Repair	Unknown									\$ 27.40				No Longer in Business
105430	Holder & Grover	77 Mt Desert St	Attorney	Unknown							\$ 27.53	\$ 49.36					No Longer in Business
105510	Mallery, Joyce	19 Cottage Street	Retail	Unknown							\$ 27.50						No Longer in Business
105570	La Minta Corp	1317 State Hwy 102		Unknown							\$ 23.30						No Longer in Business
106050	Cattitude LLC	53 Main Street	Health	Unknown							\$ 24.24						No Longer in Business
106620	Livesite Networks LLC	59 Cottage St	Communications	Unknown								\$ 10.73					No Longer in Business
106820	Skyways Towers LLC	Various	Communications	Unknown					\$ 293.09								No Longer in Business
106870	Frank Derevere	37 West Street	Retail	Unknown								\$ 13.95	\$ 50.42				No Longer in Business
107230	Birch Moon Boutique	37 West Street	Retail	2020							\$ 29.65						No Longer in Business
107570	Shard Pottery	55 West Street	Retail	Unknown								\$ 22.53					No Longer in Business
Totals					\$ 289.21	\$ 390.01	\$ 353.25	\$ 336.44	\$ 319.68	\$ 293.09	\$ 132.22	\$ 96.57	\$ 116.81	\$ 11.56	\$ 11.85	\$ 20.82	\$ 2,371.51

Memo



To: Cornell Knight, Town Manager

From: Bethany Leavitt, Public Works Director

CC: Sarah Gilbert, Treasurer

Date: 8/29/2023

Re: Maine DOT Share of Lower Main Street (Route 3) Infrastructure Improvements

Purpose of Memo

The purpose of this memo is to inform the Town Council about the Town of Bar Harbor and State of Maine Department of Transportation (DOT) agreement to install new stormwater / drainage infrastructure within the Route 3 right-of-way along lower Main Street as part of the recently bid priority infrastructure project known as Lower Main Street Water, Sewer and Stormwater Improvements project (project). The purpose of the memo is also to request that the Town Council agree to accept the Maine DOT funds as reimbursement for the stormwater improvements included in the project.

Project Details and Agreement

As you are aware one of the first priority infrastructure bond projects to go out to bid is the Lower Main Street Water, Sewer and Stormwater Improvements project. Maine DOT's Route 3 stormwater infrastructure needs replacement. Maine DOT wishes to partner with the Town to incorporate the needed stormwater replacements, while the Town performs its own infrastructure upgrades. By working together both parties benefit from cost efficiencies and also eliminates the need for further disruption of the right of way in the future if the two projects were performed separately.

As such, a collaboration was forged and an agreement developed that authorized the Town to incorporate the stormwater infrastructure improvements between Park Street and Cromwell Harbor Road into the design plans and specifications. Under the agreement, Maine DOT will reimburse the Town for actual costs incurred for construction of the stormwater improvements, up to a fixed amount of \$482,600. To be reimbursed, the Town invoices

Maine DOT, with no mark-up on actual Contractor costs. Once invoiced, Maine DOT may take up to 30 days to reimburse the Town.

Requested Action

In accordance with the Agreement (attached), we respectfully request that the Town Council vote to accept the Maine DOT reimbursement funds for the construction of the stormwater improvements along Main Street (Route 3) between Park Street and Cromwell Harbor Road.

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT**

Drainage Improvements to Route 3, Bar Harbor

WIN 027028.00

Municipal Project - *Payable*

Project Location: Bar Harbor
State WIN #: 027028.00

Estimated MaineDOT Share: \$482,600.00
Vendor Customer #: VC1000007115
Anticipated Project Begin Date: March 20th, 2023
Anticipated Project End Date: June 30th, 2025

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Bar Harbor**, a municipal corporation located in the County of Hancock (hereafter the "Municipality") (collectively hereinafter the "Parties" or individually a "Party").

RECITALS

- A. The Municipality is preparing to undertake an underground utility project within the right-of-way limits of State Route 3 in Bar Harbor (the "Municipal Project"). Conducting the Municipal Project will require extensive excavation within the state right-of way.
- B. MaineDOT's Route 3 drainage infrastructure is in need of replacement and repair. MaineDOT wishes to partner with the Municipality to incorporate the needed drainage replacement and repairs (the "Drainage Project") into the Municipal Project, at MaineDOT's sole expense, to benefit from resulting cost efficiencies and eliminate the need for further disruption of the right-of-way. The Municipality is agreeable to this partnership.
- C. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- D. The purpose of this Agreement is to set out the roles, responsibilities and cost-sharing parameters of the Parties in connection with the Drainage Project as a component of the Municipal Project.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

1. Drainage Project Scope:

The "Drainage Project" shall include the full replacement of MaineDOT's highway drainage infrastructure located between Park Street and Cromwell Harbor Road on Route 3 in Bar Harbor.

2. Changes to Drainage Project Scope:

- a. MaineDOT, at its election, may request that changes be made or work added to the Drainage Project during the period of construction (the "Additional Drainage Work"), provided MaineDOT agrees in writing to pay 100% of any additional costs associated therewith,

unless otherwise specified in writing. All requests for Additional Drainage Work shall be subject to the Municipality's approval, at its sole discretion, based on the impact any Additional Drainage Work may have on the Municipality's ability to complete the Municipal Project in a timely and cost-effective manner.

- b. If Additional Drainage Work is incorporated into the Municipal Project at MaineDOT's request, the Municipality will invoice MaineDOT for the full estimated amount due prior to the Additional Drainage Work being implemented, as further set out in the *Invoicing and Payment Schedule* section of this Agreement.

3. Contract Procurement and Administration:

- a. Upon acceptance of plans, specifications and estimates (PS&E) developed by or on behalf of MaineDOT, the Municipality shall solicit competitive bids to construct the Drainage Project as a component of the Municipal Project. Upon determination of the lowest acceptable responsive, responsible bid to construct the Drainage Project, the Municipality will submit the associated bidding information to MaineDOT, who will have up to five (5) business days to review the information and notify the Municipality of any questions or concerns. If MaineDOT does not present the Municipality with any questions or concerns in the time allotted, all decisions pertaining to the acceptance of the bids, the award and administration of the construction contract (the "Contract") and all payments thereunder shall be at the Municipality's sole discretion. *This agreement may be modified by mutual agreement of the parties following bid to include the actual bid costs of the Storm Drainage Improvements.*
- b. The Municipality shall procure and administer the Contract in accordance with the approved plans and specifications.
- c. The Municipality shall be the sole administrator of the Contract. MaineDOT will pay all Drainage Project costs in accordance with the parameters set out in the *Invoicing and Payment Schedule* section of this Agreement.

4. Utilities and Municipal Property:

- a. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to MaineDOT, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground as necessary to permit construction of the Municipal Project, including those impacted by the Drainage Project.
- b. To the extent necessary to permit construction of the Drainage Project, the Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.

5. Post-Construction Maintenance of Improvements:

MaineDOT shall be responsible for maintaining, at its sole expense, all Drainage Project amenities as constructed, installed or furnished in connection with the Municipal Project.

6. Inspection:

MaineDOT shall have the right to inspect the Drainage Project and any Additional Drainage Work requested at any time, and at its sole expense, upon reasonable notice to the Municipality. MaineDOT shall have approved and accepted all drainage work performed under this Agreement before payment of any final invoices.

7. Invoicing and Payment Schedule:

- a. The total estimated cost of the Drainage Project (the "Estimated Drainage Project Costs") is **\$482,600**. If, upon receipt of bids for the Municipal Project, the Municipality determines that the Drainage Project costs will exceed the Estimated Drainage Project Costs by more than fifteen percent (15%), MaineDOT reserves the right, at its sole discretion, to withdraw the Drainage Project from the Municipal Project and terminate this Agreement.
- b. MaineDOT will pay all actual costs incurred in connection with the Drainage Project (the "Actual Drainage Project Costs"). In implementing the Municipal Project, the Municipality shall take all practical measures to ensure that the Actual Drainage Project Costs remain consistent with the drainage costs proposed in the selected bid (the "Drainage Project Bid Costs") and that any changes causing the Actual Drainage Project Costs to exceed the Drainage Project Bid Costs shall be communicated between the Parties as set out in this Agreement. *The Municipality shall ensure that payments made by MaineDOT under this Agreement are applied only toward actual costs incurred in connection with the Drainage Project and any Additional Drainage Work requested and implemented, and not against any other aspects of the Municipal Project.*
- c. The invoicing will be as follows:
 - i. **First 50%:** Upon completion of fifty percent (50%) of the drainage work and supporting invoices from the Municipality's contractor, the Municipality will invoice MaineDOT for fifty percent (50%) of the Drainage Project Costs.
 - ii. **Additional Drainage Work:** If Additional Drainage Work is requested by MaineDOT during construction, the Municipality will invoice MaineDOT for one hundred percent (100%) of the actual costs associated with the Additional Drainage Work.
 - iii. **Remaining Balance:** Upon completion of the Drainage Project portion of construction and any Additional Drainage Work requested by MaineDOT, and subject to MaineDOT's approval and acceptance of such completed work, the Municipality will invoice MaineDOT for the remaining balance due, together with copies of all associated contractor invoices received, setting out the details of all Actual Drainage Project Costs incurred, together with all actual costs incurred for any Additional Drainage Work completed. MaineDOT shall review all invoices received from the Municipality and may request any additional documentation, information, or breakdowns necessary to identify and calculate any costs included in any invoices submitted.

iv. **Reconciliation:** Upon the Municipality's final payment to the contractor for all Municipal Project costs, the Municipality shall make a final determination, after all quantities are verified, and any required adjustments have been made, as to whether any additional costs or credit to MaineDOT is outstanding. The resulting costs or credit shall be determined by the contract prices and the completed quantities of the Drainage Project and Additional Drainage Work items. The final invoice will include MaineDOT's share of any remaining costs or any credit due to MaineDOT based on payments already made to the Municipality.

d. All invoices shall be paid in full within 30 days from the invoice date.

8. Termination and Expiration:

- a. The Municipality reserves the right to terminate the Municipal Project or any portion thereof, including the Drainage Project and/or any Additional Drainage Work, for any reason prior to the award of a contract to construct the Municipal Project.
- b. The Municipality may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to MaineDOT and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken by the Municipality only as the result of MaineDOT's failure to perform any of the services required under this Agreement to the Municipality's satisfaction.
- c. When applicable, if MaineDOT withdraws its financial support for the Drainage Project, leading the Municipality to terminate the Drainage Project, MaineDOT shall reimburse the Municipality fully for all Drainage Project costs incurred in reliance on MaineDOT's financial obligations set out herein up to the time of such termination.
- d. In the event of Drainage Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those provisions that by their very nature are intended to survive.
- e. All provisions of this Agreement, except those provisions that by their very nature are intended to survive, shall expire upon completion of Municipal Project construction and final collection and/or payment of all outstanding invoices.

9. Miscellaneous Provisions:

- a. The Municipality shall not require MaineDOT or its contractors to pay for Municipal inspections and permits associated with the Drainage Project.
- b. The Municipality hereby agrees that, in connection with the Drainage Project, MaineDOT is exempt from all local ordinances.
- c. The Parties agree to: comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards and guidelines, including the Manual of Uniform Traffic Control Devices (the "MUTCD"), the Americans With Disabilities Act ("ADA"), the Occupational Safety and Health Administration ("OSHA") standards, and all

Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

- d. **Municipal Authority.** The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to enter into this Agreement.
- e. **Assignment.** No assignment of this Agreement is contemplated, and in no event shall any assignment be made without both Parties' express written permission.
- f. **Amendment and Modification.** This Agreement may only be modified or amended in writing and signed by the Parties' duly authorized representatives.
- g. **Binding Effect.** The Parties shall be bound by the terms of this Agreement. This provision shall apply to the Parties' successors, administrators and legal representatives.
- h. **Independent Capacity.** The Municipality, its respective employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
- i. **Counterparts and Electronic Signatures.** This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
- j. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
24 Child Street
Augusta, ME 04333-0016
Attn.: Emory Lovely, Assistant Regional Program Manager
Email: Emory.Lovely@Maine.Gov

Municipality: Town of Bar Harbor
93 Cottage Street, Suite 1
Bar Harbor, Maine 04609
Attn.: Sarah Gilbert, Interim Town Manager
Email: manager@barharbormaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF BAR HARBOR

By: 


Print Name: Sarah Gilbert

Its Interim Town Manager

Duly authorized*

Date: 2/17/23

MAINE DEPARTMENT OF TRANSPORTATION

By:  DBB

Print Name: Todd Pelletier

Its Director of Project Development

Duly authorized*

Date: 2/17/2023

**I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my sole control.*

PM Status/Authorization/STIP (Read Only)

Project Information ▾ GIS ▾ Environmental ▾ Finance ▾ Schedule ▾ Planning ▾ Roster ▾ Comments Links Setup ▾

PSN or WIN

Project: 81769/027028.00 - Bar Harbor Route 3 Closed Drainage Replacement/Improvements

Status

Status Date

Status Last Changed By

Federal Project Number

Project Type

Project Manager

Program Manager

Lead Unit

STIP Approval Dates

Stage	Authorization to Proceed	STIP FHWA Approval
Preliminary Engineering	<input type="text"/>	<input type="text"/>
Right of Way	<input type="text"/>	<input type="text"/>
ROW Negotiations/Acquisitions	<input type="text"/>	
Advertise/Construction	<input type="text"/>	<input type="text"/>
CE Construction Engineering	<input type="text"/>	

STIP Approval Date History

Stage (/ProjEx/ProjectMgr/PMStatus?strProjectSequence=81769&sort=strStageCode-asc)	STIP FHWA Approval (/ProjEx/ProjectMgr/PMStatus?strProjectSequence=81769&sort=strFHWAApprovalDte-asc)	Updated By (/ProjEx/ProjectMgr/PMStatus?strProjectSequence=81769&sort=strLastupdatedby-asc)	Updated Date (/ProjEx/ProjectMgr/PMStatus?strProjectSequence=81769&sort=strLastUpd...
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Memo

Bar Harbor Public Works Department
 50 Public Works Way
 Bar Harbor, ME 04609
 Phone: (207) 288-1026
 Fax: (207) 288-0961

To: Cornell Knight, Interim Town Manager

From: Bethany Leavitt, Public Works Director

CC: Greg Johnston, GF Johnston and Associates

Subject: Award – Lower Main Street Water, Sewer and Stormwater Infrastructure Improvements Project

Date: August 30, 2023

Purpose of Memo

This memo serves to inform the Town Council about the bid results for the Lower Main Street Water, Sewer and Stormwater Infrastructure Improvements Project and request the Town Council to conditionally approve awarding the project to Ranger Construction Corp.

Bid Results Background

The Lower Main Street Water, Sewer and Stormwater Infrastructure Improvements Project was re-bid on August 24th, 2023. Although several contractors expressed interest in bidding the project, only one bidder actually submitted a bid. Ranger Construction Corporation, located at 1 Savage Street, Fairfield, Maine 04937, submitted a bid in the amount of \$4,529,324.50 to construct the project, inclusive of the drainage improvements that Maine DOT will ultimately pay for under the agreement with Maine DOT. The priority infrastructure bond outlined \$9.4M for Trunk Line relief sewer projects, of which Lower Main Street was included. The bid amount is within the Engineer's estimate for the work.

Due to the Town's agreement with Maine DOT, the bid also needs to be evaluated and accepted by the Maine DOT. Section 5 of the Town's Agreement with Maine DOT states:

“Upon determination of the lowest acceptable responsive, responsible bid to construct the Drainage Project, the Municipality will submit the associated bidding information to MaineDOT, who will have up to five (5) business days to review the information and notify the Municipality of any questions or concerns. If MaineDOT does not present the Municipality with any questions or concerns in the time allotted, all decisions pertaining to the acceptance of the bids, the award and administration of the construction contract (the “Contract”) and all payments thereunder shall be at the Municipality's sole discretion.”

Requested Action

While the Town waits for approval (or the clock to run out) from Maine DOT, we will prepare a Notice of Intent to Award and submit it to Ranger Construction Corp, upon approval from the Town Council. The Notice of Intent to Award will be subject to final acceptance from Maine DOT.

HOUSING AND TOURISM

Overview

We have prepared this Housing and Tourism Overview as housing and tourism have been at the forefront of many community and Town Council discussions. We envision such an overview to be presented annually. Eventually, we would like this overview to be presented as a consistent set of data and benchmarks where we can show trends and assess performance.

The Overview is broken down into two main sections: A. Housing and B. Tourism.

A. Housing — The Town of Bar Harbor seeks to increase the number of dwelling units for year-round residents. The December 2022 Bar Harbor Housing Analysis identified a need for 616 new dwelling units by 2033. Of these 616 new dwelling

Housing Related Land Use Ordinance Amendments

1. June 2020: Employee Living Quarters
2. June 2020: Shared Accommodations-1, 2, and 3
3. June 2020: Permitting Authority
4. Nov. 2021: Bonus Dwelling Units
5. Nov. 2021: Short-Term Rentals
6. June 2023: Double Setbacks
7. June 2023: Floor Area Ratio
8. June 2023: Conversion to Multifamily Use
9. June 2023: Underground Utilities

units, 524 (or 85%) are needed as rental units. Since June 2020, the Town passed nine housing related Land Use Ordinance amendments aimed at removing barriers and incentivizing the creation of housing, as shown in the above figure. The data presented in this section of the Overview is limited as there is a time lapse between the passing of new regulations and having a house on the ground. There is a multitude of layers to housing construction and it takes time for the market to adjust. However, the Community & Housing Planner will be responsible to track housing growth and assess performance and effectiveness of the Town's policies and programs over time.

B. Tourism — The comments received through the significant level of community engagement that is happening for the development of the Comprehensive Plan — Bar Harbor 2035 — point to the need to look at managing tourism, as in finding a balance between growth and the use of resources. The information presented in this section of the Overview, although limited at this time, seeks to provide a sense of scale on visitations to Bar Harbor. It includes information on: 1) Transient Accommodations; 2) Peak Population Estimates; and 3) Traffic Counts.

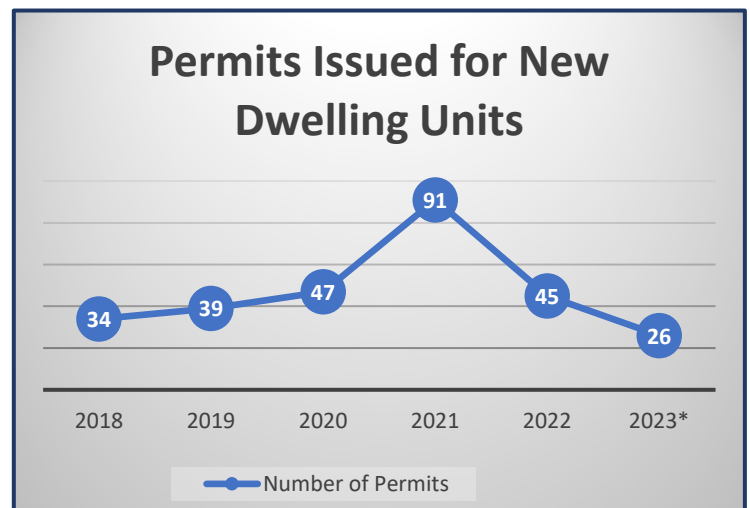
A. TOURISM

Total Number of Dwelling Units

On January 1, 2022, per the Town Assessor there were 3,366 dwelling units and on January 1, 2023, there were 3,416 dwelling units in the Town of Bar Harbor. This represents an increase of 50 units or 1.5%.

Permits Issued for New Dwelling Units

As shown on the adjacent figure, between 2018 and 2022, with the exception of 2021, the number of permits issued for new dwelling units ranged between 34 to 47 per year. For the first seven months of 2023, 26 new dwelling units were permitted. It appears that 2021 may have been an outlier with a total of 91 permits issued of which 24 were for The Jackson Laboratory Route 3 project. To date, only one Bonus Dwelling Unit permit has been issued.

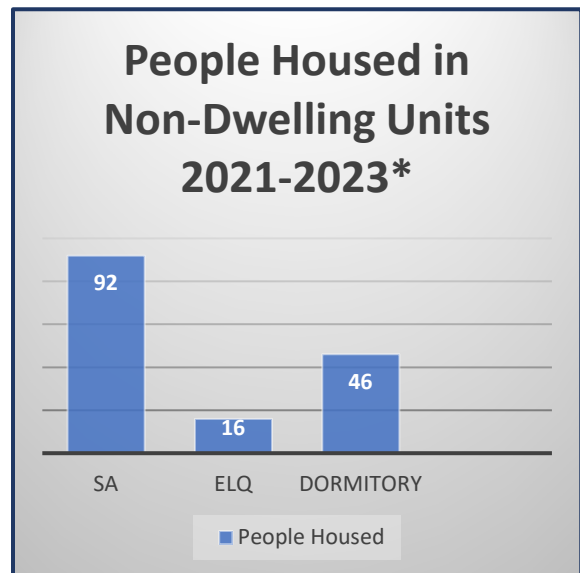


*As of July 2023

People Housed in Non-Dwelling Units

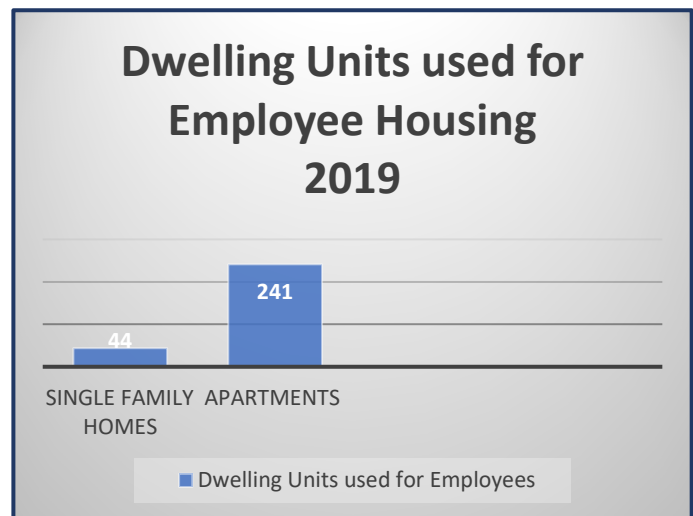
In June of 2020, the Town passed two new housing uses not attached to the definition of family or to the minimum area per family — Employee Living Quarters (ELQ) and Shared Accommodations (SA) 1, 2, and 3. As shown in the following table and figure, once construction is completed there will be 92 people in Shared Accommodations and 16 people in Employee Living Quarters. Additionally, currently under construction is a dormitory at the College of the Atlantic for 46 students.

Employee Living Quarters, Shared Accommodations, and Dormitory		
Construction Year	Housing Type	People Housed
2021	Shared Accommodations	8 people
2022	Employee Living Quarters	16 people
2022	Dormitory at COA*	46 people
2023	Shared Accommodations*	84 people
Total		154 people
<i>*Under Construction</i>		



*Both COA Dormitory (46 people) and the Whitham Shared Accommodation (84 people) are under construction

Dwelling Units Used for Employee Housing
As reported by 58 employers in a survey conducted by the Town in 2019, there were 44 single-family homes and 241 apartments owned by employers used to house employees (see adjacent figure).



*As reported by 58 employers in 2019

Long-Term Rentals

Through August 31, 2023, 239 Long-Term Rental registrations have been issued. Those registrations are used to collect long-term rental housing data such as: age of the rental unit, rental periods, occupant information, presence of sprinkler and alarm systems, and other relevant characteristics of housing stock.

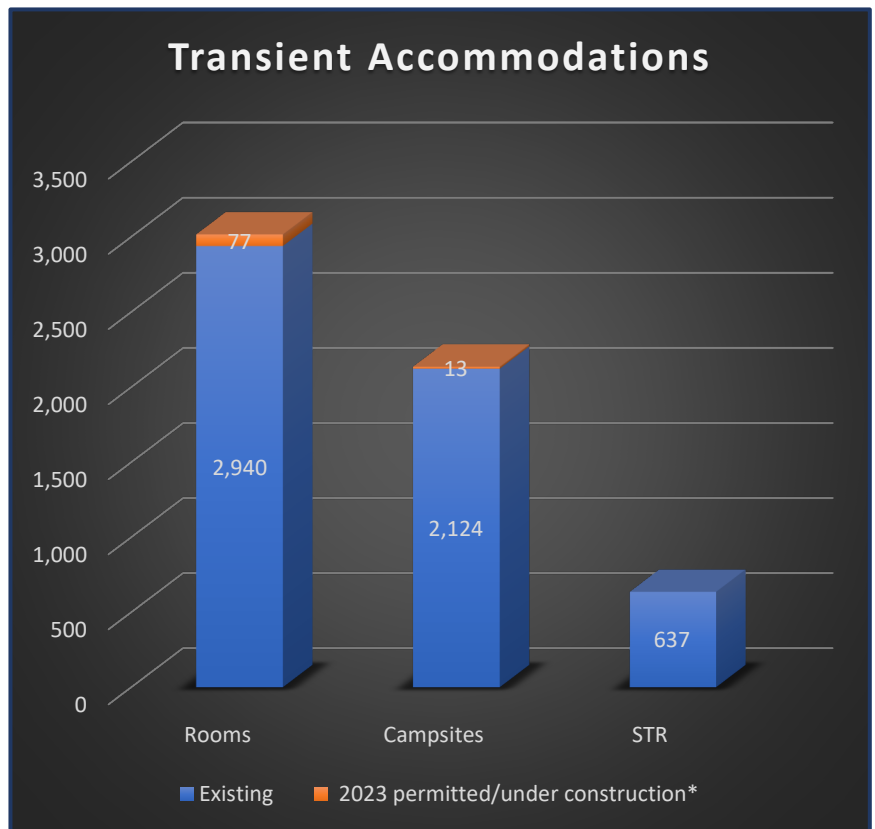
Long-term rental housing is defined as “Any dwelling unit that is rented or available for rent for a period of 30 consecutive days or more, in exchange for compensation.”

B. Tourism

1) Transient Accommodations

The figure below shows three categories of transient accommodations where people are staying that does not constitute their home or usual dwelling unit. The three categories include the total number of rooms in hotels, motels, TAs, B&Bs, etc.; the total number of campsites as in tent sites, RV sites, yurt sites, etc.; and the number of short-term rentals.

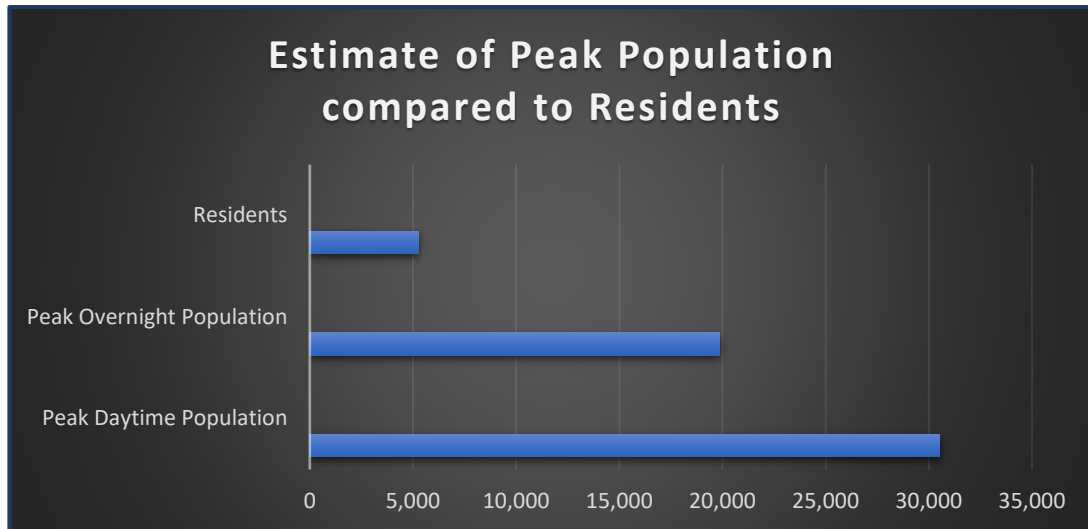
As of 2022, there were approximately 2,940 rooms and 2,124 campsites. In addition, in the first nine months of 2023 (as of September 2023) there were 77 rooms and 13 campsites approved and/or under construction. These uses are allowed in 32 of the Town’s 40 zoning districts. Additionally, there are 637 short-term rentals. Detailed short-term rental data is attached to this report.



*As of August 2023

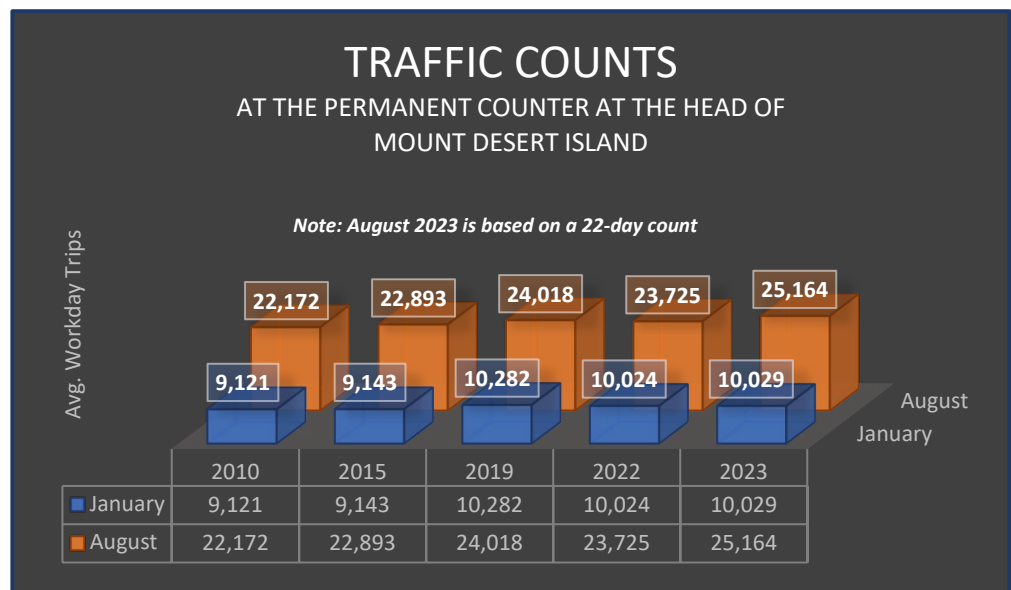
Peak Population

We are presently working on estimating peak overnight and daytime population. What we can offer at this time is that the year-round population is 5,269, the peak overnight population approaches 20,000 while the daytime peak population exceeds 30,000 (see figure below). Both peak population figures were conservatively calculated.



2) Traffic

With all the traffic and congestion, road rage, and accidents experienced this summer, we were curious to see what the traffic counts looked like at the head of the Island.



To our great surprise the increase in traffic was lower than what we were expecting as it relates to what we hear people have experienced (especially relating to the time it has taken to get off the island). The figure above and the table on the following page, show that there is some seasonal growth for the average workday. The data shows a 5.7% increase between August 2019 and August 2023, and 4.56% increase between August 2022 and August 2023. Note that the average count for August 2023 was based on a 22-day count.

In 2023, we experienced untimely accidents at the head of the island, where the ripple effect is felt for hours after the accident is gone, however accidents happen every summer and not every day. Similar to other summers, visitors traveling on Route 102 from Town Hill toward Ellsworth, at the traffic signal mostly tend to queue in the dedicated left turn lane rather than using the shared turn lane (left and right). In 2023, what was different was the construction on Route 3, both on- and off-island. Even though it was/is night construction, it impacts daytime traffic mobility.

However, as we are not traffic engineers and as we cannot reconcile the delays experienced with the data even when accounting for the construction, we have contacted the Maine Department of Transportation asking for insight.



Traffic Counts

At the Permanent Counter at the Head of Mount Desert Island

Site Name **TRENTON 78700** Site ID **130934078700** Description **SR 3 NORTH END OF THOMPSON ISLAND BR259**

	January				
	2010	2015	2019	2022	2023
Avg workday	9,121	9,143	10,282	10,024	10,029
Avg 7-day	8,123	8,067	9,072	8,657	9,705
Avg workday AM Peak Hour	765	771	892	792	754
Avg 7-day AM Peak Hour	598	604	699	794	625
Avg workday PM Peak Hour	954	992	1,105	1,068	1,028
Avg 7-day PM Peak Hour	9,820	833	933	888	931
	August				
	2010	2015	2019	2022	2023*
Avg workday	22,172	22,893	24,018	23,725	25,164
Avg 7-day	21,628	22,236	23,305	23,001	24,306
Avg workday AM Peak Hour	1,498	1,564	1,628	1,694	1,819
Avg 7-day AM Peak Hour	1,535	1,595	1,644	1,713	1,817
Avg workday PM Peak Hour	1,928	2,027	2,058	2,014	2,048
Avg 7-day PM Peak Hour	1,824	1,902	1,959	1,916	1,961

*Based on a 22-day count

Short-term Rental Licensing

2023 Overview

Summary of Requirements

Short-Term Rental: Includes vacation rental, vacation rental-1 (VR-1) and vacation rental-2 (VR-2)

Vacation Rental-1 (VR-1): A dwelling unit, or portion thereof, that is the primary residence of the property owner or on the owner's primary residence property and is rented to a person or a group for less than 30 days and a minimum of two nights. The rental of a portion of the dwelling, such as a bedroom, must be located in the principal structure housing the dwelling unit.

Vacation Rental-2 (VR-2): An entire dwelling unit that is not the primary residence of the property owner and is rented to a person or a group for less than 30 days and a minimum of 4 nights.

Minimum Requirements

Taxes, water, sewer, violations, proof of primary residency

Caps

9% of total number of dwelling units as of January 1

Terms of Registration

All registrations expire on May 31 of every year

Transfer of Registration

Transfers of registrations are strictly prohibited

Waitlist

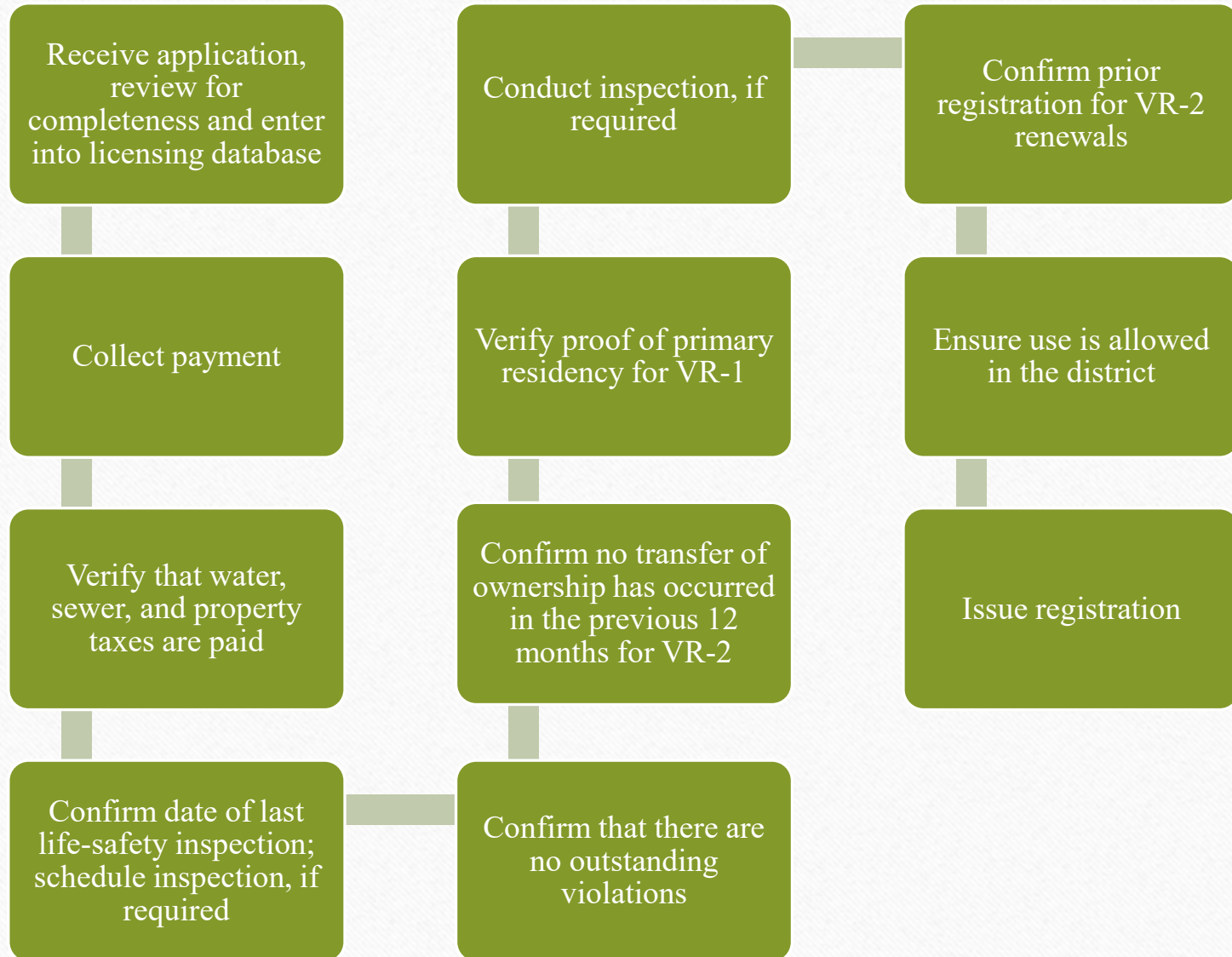
36 properties are on the VR-2 waitlist

Notification

Abutters are notified of first-time registrations only

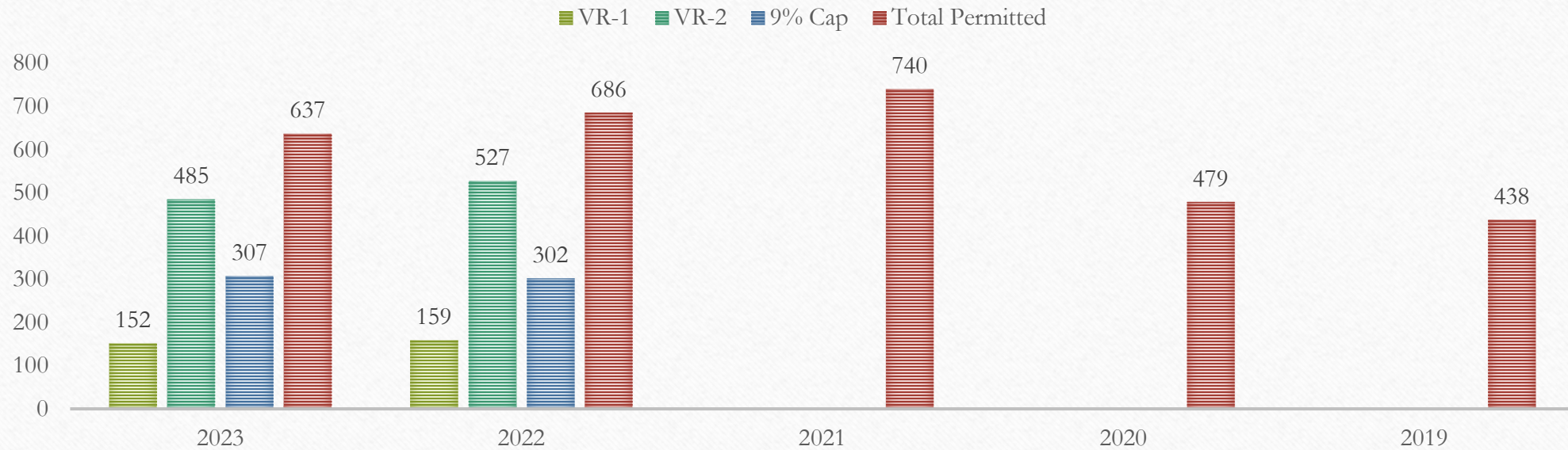


What is the internal process for Short-Term rental registration applications?



Short-Term Rental Numbers

REGISTRATIONS



More 2023 Short-Term Rentals Numbers

9 VR-2s were denied for failure to renew annually before the May 31 deadline

2 VR-2s were denied for failure to pass the mandatory life safety inspection

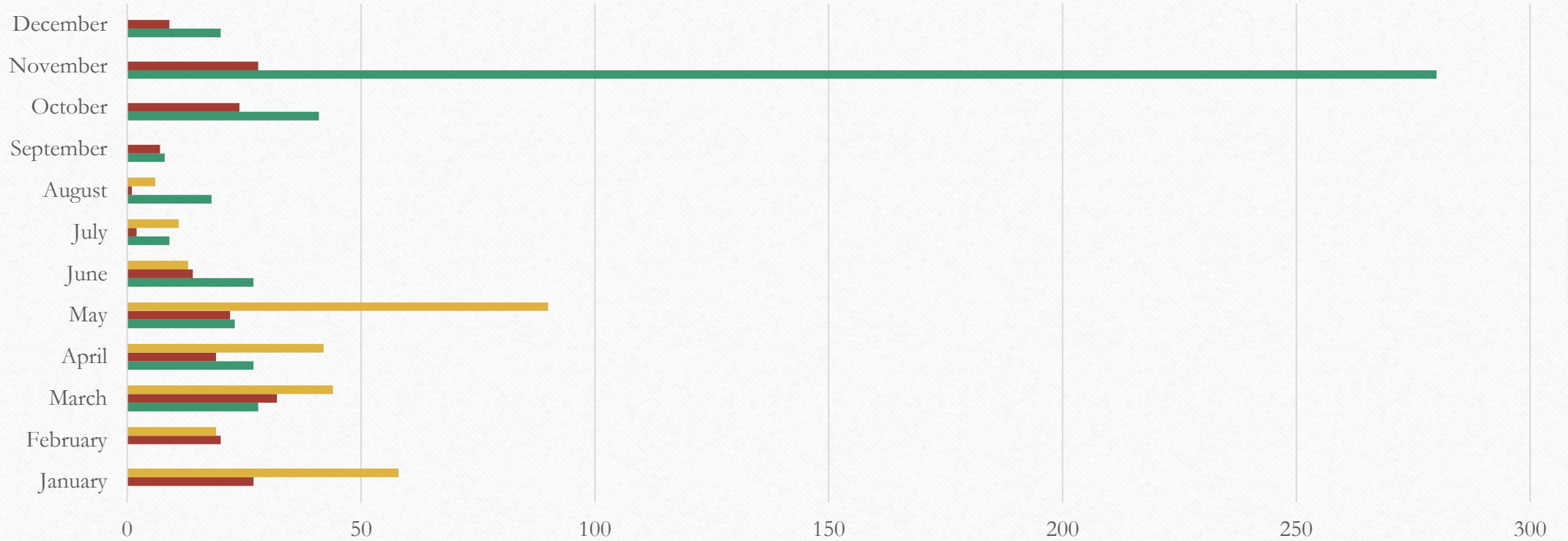
5 VR-1s didn't pass the mandatory life safety inspection before May 31

36 VR-2s are on the waitlist

1 VR-2 was denied for transferring ownership*

Short-Term Rental Inspections

■ 2023 ■ 2022 ■ 2021



	January	February	March	April	May	June	July	August	September	October	November	December
■ 2023	58	19	44	42	90	13	11	6				
■ 2022	27	20	32	19	22	14	2	1	7	24	28	9
■ 2021			28	27	23	27	9	18	8	41	280	20

Questions?
