



Town of Mount Desert
Board of Selectmen
Agenda

Regular Meeting
Monday, June 19, 2017

Location: Meeting Room, Town Hall, Northeast Harbor

- I. Call to order at 6:30 p.m.
- II. Public Hearing(s)
None Scheduled
- III. Minutes
 - A. *Approval of minutes from June 5, 2017 meeting*
- IV. Appointments/Recognitions/Resignations
 - A. *Confirm appointment of Ryan Pinkham as Motor Equipment Operator II at \$18.57 per hour effective June 19, 2017 at the probationary rate of \$18.95 per hour with a three month probation period*
 - B. *Confirm appointment of Gabe Lunt as Motor Equipment Operator I at a probationary rate of \$17.79 per hour effective June 19, 2017*
 - C. *Accept, with regret, the resignation of John Stanley from the Shellfish Committee effective July 1, 2017*
- V. Consent Agenda *(These items are considered routine, and therefore, may be passed by the Selectmen in one blanket motion. Board members may remove any item for discussion by requesting such action prior to consideration of that portion of the agenda.)*
 - A. *Chamber of Commerce 2017 Agreement (Term June 1, 2017--June 30, 2018)*
 - B. *Neighborhood House 2017 Agreement (Term June 1, 2017--June 30, 2018)*
 - C. *Ticket Sales 2017 Agreements (Term July 1, 2017--June 30, 2018)*
 - D. *Letter from Walter A. DeRoeck regarding Food Trucks*
 - E. *Hancock County Commissioners' Meeting Minutes from May 2, May 16, and May 30, 2017*
- VI. Selectmen's Reports
- VII. Old Business
 - A. *Mount Desert 365 Resolution Discussion*
 - B. *Personnel Policy Updates – Retirement Plans*
 - C. *Authorize the issuance of a General Obligation Bond of the Town in a principal amount not to exceed \$1,213,119 at an interest rate of 2.32% and for a term of ten years to finance items approved at Annual Town Meeting*
 - D. *Execution of the bond documents for the \$1,213,119 General Obligation Bond issued by Bar Harbor Bank & Trust Company effective June 27, 2017*
 - E. *Request approval to release \$14,456.75 from the Communications Reserve Account # 4040800-24406 and permission to expend those funds for the Radio Upgrade to accommodate the use of ANP frequencies*

VIII. New Business

- A. *Polco Digital Interface presentation by Nina St. Germain*
- B. *Consideration of recommendation of award of FY-18 paving contract to Wellman Paving in the amount of \$275,123.34 and other recommendations related to paving in the memo dated June 14, 2017 from PW Director Tony Smith to Town Manager Durlin Lunt*

IX. Other Business

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

X. Treasurer's Warrants

- A. *Approve & Sign Treasurer's Warrant AP1774 in the amount of \$137,879.08*
- B. *Approve Signed Treasurer's Payroll, State Fees, & PR Benefit Warrants AP1772, AP1773, and AP1728 in the amounts of \$9,391.85, \$4,958.73, and \$103,121.22, respectively*
- C. *Acknowledge Treasurer's School Board AP/Payroll Warrants 14 and 25 in the amounts of \$9,411.40 and \$73,424.32, respectively*

XI. Executive Session

None Scheduled

XII. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., Monday, July 3, 2017 in the Meeting Room, Town Hall, Northeast Harbor

MINUTES

1 Town of Mount Desert

2 Board of Selectmen

3 Agenda

4 Regular Meeting

5 Monday, June 5, 2017

6 Location: Meeting Room, Town Hall, Northeast Harbor

7
8 Present were: Chairman Macauley, and Selectmen Hart, Dudman, and Littlefield

9
10 Town Manager Durlin Lunt, Town Clerk Claire Woolfolk, Treasurer Kathy Mahar,
11 Public Works Director Tony Smith, Fire Chief Mike Bender, Tax Assessor Kyle Avila,
12 and Harbormaster John Lemoine, as well as other members of the public.

13
14 **I. Call to order at 6:30 p.m.**

15 Chairman Macauley called the meeting to order at 6:30pm.

16
17 **II. Public Hearing(s)**

18 *A. Liquor License Application – Eliza Bishop d/b/a Milk & Honey (Milk and Honey*
19 *Kitchen LLC) 3 Old Firehouse Lane, Northeast Harbor*

20 Chairman Macauley asked for Public Comment. There was none.

21
22 *B. Post Public Hearing: Liquor License Application Approval – Eliza Bishop d/b/a*
23 *Milk & Honey (Milk and Honey Kitchen LLC) 3 Old Firehouse Lane, Northeast*
24 *Harbor*

25 MOTION: Selectman Hart moved, with Selectman Littlefield seconding, approval of
26 the Liquor License for Eliza Bishop d/b/a Milk & Honey (Milk and Honey Kitchen
27 LLC) as presented. Motion approved 4-0.

28
29 *C. Liquor License Application – Glenn Squires and Kelsea Carr-Squires d/b/a Abels*
30 *Lobster Pound (Pure Ocean, LLC) 13 Abels Lane, Mount Desert*

31 Chairman Macauley reported the applicant had requested that Items C and D be
32 tabled.

33
34 MOTION: Selectman Dudman moved, with Selectman Hart seconding, tabling
35 Items C and D of the Public Hearing. Motion approved 4-0.

36
37 *D. Post Public Hearing: Liquor License Application Approval – Liquor License*
38 *Application – Glenn Squires and Kelsea Carr-Squires d/b/a Abels Lobster Pound*
39 *(Pure Ocean, LLC) 13 Abels Lane, Mount Desert*
40

41 **III. Minutes**

42 *A. Approval of Minutes from May 15, 2017 meeting*

43 MOTION: Selectman Hart moved, with Selectman Dudman seconding, approval
44 of the Minutes as presented. Motion approved 4-0.

45
46 **IV. Appointments/Recognitions/Resignations**

1 A. *Accept, with regret, the resignation of Mathew Pistella as an on-call firefighter*
2 *from the Mount Desert Fire Department, effective May 25, 2017*

3 MOTION: Selectman Hart moved, with Selectman Dudman seconding, to accept
4 with regret the resignation of Mathew Pistella as an on-call firefighter, and thank
5 him for his service. Motion approved 4-0.
6

7 B. *Accept, with regret, the resignation of John Gannon from the Warrant Committee*

8 MOTION: Selectman Hart moved, with Selectman Dudman seconding, to accept
9 with regret the resignation of John Gannon from the Warrant Committee. Motion
10 approved 4-0.
11

12 Chairman Macauley thanked Mr. Gannon for his service to the Warrant
13 Committee.
14

15 **V. Consent Agenda**

16 A. *Department Reports: Public Works, Wastewater, Treasurer: Permanent Trust*
17 *3rd Quarter and Investment Trust Fiscal Year (YTD as of March 31, 2016)*

18 B. *Acknowledgement of the Town's successful Connect ME grant application in the*
19 *amount of \$100,000 to be applied towards the \$350,000 cost share with Spectrum*
20 *for providing broadband internet service to unserved areas of the Town*

21 Town Manager Lunt suggested moving Consent Agenda Item B to New
22 Business. It was agreed by consensus to do so.
23

24 MOTION: Selectman Dudman moved, with Selectman Hart seconding, approval
25 of the Consent Agenda as revised. Motion approved 4-0.
26

27 MOTION: Selectman Dudman moved, with Selectman Hart seconding,
28 acceptance of the Connect ME grant in the amount of \$100,000. Motion
29 approved 4-0.
30

31 MOTION: Selectman Dudman moved, with Selectman Hart seconding, applying
32 the Connect ME grant towards the \$350,000 cost share with Spectrum for
33 providing broadband internet service to unserved areas of the Town as presented.
34 Motion approved 4-0.
35

36 **VI. Selectman's Reports**

37 Selectman Littlefield reported she attended the Investment Committee meeting.
38 The meeting did not have a full quorum. She promised to make a full report when
39 there was a quorum.
40

41 Chairman Macauley reported concerns from a resident regarding the Otter Creek
42 Landing. It was requested the Town secure vista clearing to the Town Landing.
43 It was requested the movement of the rocks along Grover Avenue be investigated.
44

45 Public Works Director Smith informed the Board that the rocks would be put
46 back in their original place the following day.
47

1 Director Smith reported that once the loan is approved for the work at the Town
2 Landing, construction will commence.

3
4 Regarding the vista at the Town Landing, Mr. Smith felt the removal of trees
5 would not necessarily provide a good view to the water. He questioned whether
6 removal of trees so close to the high-water mark would be allowed.
7

8 **VII. Old Business**

- 9 *A. Authorize Public Works Director, Tony Smith, to execute the revised Municipal*
10 *Partnership Initiative agreement with DOT that commits the Town to the*
11 *reconstruction of a portion of Route 198 on a 50%-50% DOT-Town cost share*
12 *basis (see May 23, 2017 memo)*

13 Mr. Smith summarized that the Board had previously approved his signing of this
14 agreement. However, since then a revised agreement has been sent to the Town. The
15 revisions to the agreement concern the fact that the DOT's funding has been held up.
16 Any work the Town does will count toward the project, however it is done with the
17 risk that the DOT's funding may fail. If the DOT is unable to do the work, the Town
18 has spent money only on design, which can be used when the funds become available.
19 The DOT has assured Mr. Smith that already-approved projects usually go forward.
20 The cost-sharing is a motivation for the DOT to fund the project as well.
21

22 MOTION: Selectman Littlefield moved, with Selectman Hart seconding, authorizing
23 Public Works Director Tony Smith to execute the revised MPI agreement with DOT
24 received by the Town May 16, 2017 that commits the Town to the reconstruction of a
25 portion of Route 198 on a 50%-50% DOT-Town cost share basis under the terms and
26 conditions presented in the revised agreement. Motion approved 4-0.
27

- 28 *B. Authorize Public Works Director, Tony Smith, to provide G.F. Johnston &*
29 *Associates a notice to proceed for the survey, design and bidding phases of the*
30 *Route 198 MPI project at a not-to-exceed cost of \$90,600 upon execution of the*
31 *Town's multiple project loan document.*
32

33 MOTION: Selectman Hart moved, with Selectman Dudman seconding, authorizing
34 Public Works Director Tony Smith to provide G.F. Johnston & Associates a notice to
35 proceed for the survey, design and bidding phases of the Route 198 MPI project at a
36 not-to-exceed cost of \$90,600 upon execution of the Town's multiple project loan
37 documents. Motion approved 4-0.
38

39 *C. Traffic Calming Measures Update*

40 Director Smith reported that the DOT had offered the Town some speed bumps to use
41 as traffic calming measures. It was found the bumps must be bolted to the pavement,
42 and therefore are not acceptable due to the adverse impact such bolts would have on
43 the road during the winter season.
44
45

1 *D. Authorization to accept the bids for the removal of two (2) 20' X 20' surplus*
2 *floats and a surplus 23' X 4' aluminum connector ramp from the Seal Harbor*
3 *Pier*

4 MOTION: Selectman Hart moved, with Selectman Dudman seconding, acceptance
5 of the bids for removal of two (2) 20' X 20' surplus floats and a surplus 23' X 4'
6 aluminum connector ramp as presented. Motion approved 4-0.

7
8 Successful bidders and bids are:

- 9 • Float A – Chris Moore for \$3,001
- 10 • Float B – Chris Moore for \$2,001
- 11 • Ramp – Charles Bradley Construction for \$575

12
13 *E. Discussion of Interim School Trustee Candidates Kathleen Graves and Tony*
14 *Smith*

15 It was noted Kathleen Graves could not be available during the winter months.
16 Selectman Hart suggested that due to the issue of achieving quorum for the meetings,
17 it would be better to have a trustee who is available year-round.

18
19 MOTION: Selectman Littlefield moved, with Selectman Hart seconding, nomination
20 of Tony Smith as interim school trustee. Motion approved 4-0.

21
22 It was noted that a trustee member can be a Town employee without creating a
23 conflict of interest.

24
25 *Consent Agenda Item B. Acknowledgement of the Town's successful Connect ME*
26 *grant application in the amount of \$100,000 to be applied towards the \$350,000*
27 *cost share with Spectrum for providing broadband internet service to unserved*
28 *areas of the Town*

29
30 MOTION: Selectman Dudman moved, with Selectman Hart seconding, applying the
31 Connect ME grant towards the \$350,000 cost share with Spectrum for providing
32 broadband internet service to unserved areas of the Town as presented. Motion
33 approved 4-0.

34 35 **VIII. New Business**

36 *A. Utility Location Permit Application: Rosecliff, LLC, 65 Cooksey Drive*

37 MOTION: Selectman Dudman moved, with Selectman Littlefield seconding, approval of
38 the Utility Location Permit Application as presented. Motion approved 4-0.

39
40 *B. Mount Desert 365 Resolution Discussion*

41 Kathy Miller and Mike Ross presented the group to the Board. They requested the Board
42 sign a resolution regarding the Mount Desert 365 Group. Ms. Miller hoped the Town
43 would be able to collaborate with the group on future ventures.

44
45 The group would like to work with the Town on development ideas, the school, and work
46 with affordable housing groups. Ms. Miller envisioned working with the Economic

1 Development Committee and the Planning Board. It was noted that presentations would
2 be made during their progress to keep the public informed.
3

4 Mr. Ross noted the Board's signatures were helpful for getting 501c3 status, and would
5 show the Town's support of the group. Chairman Macauley felt the Board should see the
6 Bylaws and Articles of Incorporation before signing off on the paperwork presented. He
7 suggested tabling the vote till more information was available, and when Selectman
8 Mooers was present.
9

10 A member of the public suggested the Town was obligated to sign the group's forms, as
11 this was the only chance to work with them. Otherwise the group could move forward
12 with or without the Town's support and input. Resident Katrina Carter asked what
13 specifically the Board required for more information. Articles of Incorporation, Bylaws,
14 and a list of Board Members were requested for review. Mr. Ross assured the Board that
15 it was the group's intent to work with the Town. The signed form simply offers proof to
16 the IRS that there is need. The Board is being asked to sign a nonbinding indication of
17 need.
18

19 Discussion ensued regarding the delay in signing.
20

21 It was agreed the Board would address the information at the June 19, 2017 meeting.
22

23 *C. Request for the formation of a committee to encourage the youth of Mount Desert to*
24 *be involved with the governing of the Town*

25 Resident Shepard Brown reported on a group he had formed to learn about Town politics.
26 His group would provide information and encourage the youth of Mount Desert to
27 provide feedback to the Town. Mr. Brown noted his mentor was Assessor Kyle Avila.
28 Assessor Avila has offered to introduce the group to different departments and facets of
29 Town government. He felt the group had some great ideas, and it was his hope to bring
30 some of those before the Board. Selectman Littlefield offered to share what she learns at
31 the upcoming Elected Officials Workshop with the group.
32

33 The Board of Selectmen voiced their enthusiastic support of the group, and commended
34 Mr. Brown on his work.
35

36 MOTION: Selectman Dudman moved, with Selectman Hart seconding, approval of the
37 formation of a committee to encourage the youth of Mount Desert to be involved with the
38 governing of the Town as presented. Motion approved 4-0.
39

40 *D. Financial Position Sharing Analysis*

41 Town Manager Lunt suggested postponing discussion of this issue until the July 5, 2017
42 meeting, at Selectman Mooers request.
43

44 MOTION: Selectman Dudman moved, with Selectman Littlefield seconding, approval of
45 postponement. Motion approved 4-0.
46

47 *E. Request drawdown of \$1,787.37 from the Treasurer's Capital Improvement Reserve*
48 *Account #4020500-24206 for the replacement of the Conference Room Dell*
49 *Projector*

1 MOTION: Selectman Dudman moved, with Selectman Hart seconding, approval of
2 drawdown of \$1,787.37 from the Treasurer's Capital Improvement Reserve Account
3 \$4020500-24206 for the replacement of the Conference Room Dell Projector as
4 presented. Motion approved 4-0.
5

6 Selectman Hart suggested the Town consider Coastal Computers for jobs such as this in
7 the future to support that local business.
8

9 *F. Request authorization to solicit competitive bids from qualified dealers for the*
10 *purchase of a new municipal solid waste packer truck and packer to replace a packer*
11 *truck presently in use*

12 MOTION: Selectman Littlefield moved, with Selectman Hart seconding, authorization to
13 solicit competitive bids from qualified dealers for the purchase of a new municipal solid
14 waste packer truck and packer to replace a packer truck presently in use as presented.
15 Motion approved 4-0.
16

17 *G. Request authorization to solicit competitive bids from qualified dealers for the*
18 *purchase of a new Highway Division Plow/Dump Truck and new plow gear to*
19 *replace an existing truck presently in use*

20 It was noted this was part of the CIP.
21

22 MOTION: Selectman Littlefield moved, with Selectman Dudman seconding, to
23 authorize solicitation of competitive bids from qualified dealers for the purchase of a new
24 Highway Division Plow/Dump Truck and new plow gear to replace an existing truck
25 presently in use as presented. Motion approved 4-0.
26

27 *H. Request authorization to solicit competitive bids from qualified dealers for the*
28 *purchase of a new double cab gasoline pickup truck with snow plow to replace an*
29 *existing truck presently in use that has an extended cab and snow plow*

30 MOTION: Selectman Littlefield moved, with Selectman Dudman seconding, to
31 authorize solicitation of competitive bids from qualified dealers for the purchase of a new
32 double cab gasoline pickup truck with snow plow to replace an existing truck presently in
33 use that has an extended cab and snow plow as presented. Motion approved 4-0.
34

35 *I. Request authorization to release \$8,837.49 from account #4040300-24471 (Fire*
36 *Equipment Reserve), and to use such funds for the purpose of payment to Ferrara*
37 *Fire Apparatus (\$928.00) and Northeast Emergency Apparatus (\$7,909.49) for*
38 *additional purchase and mounting of equipment on our new fire truck.*

39 MOTION: Selectman Dudman moved, with Selectman Hart seconding, authorization to
40 release \$8,837.49 from account #4040300-24471 (Fire Equipment Reserve) and to use
41 such funds for the purpose of payment to Ferrara Fire Apparatus (\$928.00) and Northeast
42 Emergency Apparatus (\$7,909.49) for additional purchase and mounting of equipment on
43 the new fire truck as presented. Motion approved 4-0.
44

45 **IX. Other Business**

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

47 There was no other business.
48

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32

MOTION: Selectman Hart moved, with Selectman Dudman seconding, approving signed Treasurer's Payroll, State Fees, & PR Benefit Warrants AP1768, AP1769, AP1770, PR 1726 and PR1727 in the amounts of \$5,095.49, \$60,167.96, \$31,497.98, \$96,031.00, and \$97,395.26, respectively and acknowledge Treasurer's School Board AP/Payroll Warrants 13 and 24 in the amounts of \$70,669.04 and \$179,387.79, respectively. Motion approved 3-0-1 (Littlefield in Abstention).

None Scheduled

Selectman Dudman moved, with Selectman Hart seconding, adjournment. Motion approved 4-0.

Respectfully Submitted,

Wendy Littlefield, Secretary

APPOINTMENTS

RECOGNITIONS

RESIGNATIONS



Town of Mount Desert

21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248

Telephone 207-276-5743 Fax 207-276-5742

www.mtdesert.org director@mtdesert.org

MEMO

To: Durlin Lunt, Town Manager

From: Tony Smith, Public Works Director

Re: Vacant Highway Division Position

Date: June 14, 2017

A full crew in the Highway Division of Public Works (Highway) includes three Motor Equipment Operator II (MEO II) positions and one Motor Equipment Operator I (MEO I) position. The primary differences between the MEO II and MEO I positions is the MEO II crew member has demonstrated the ability to effectively operate a loader-backhoe to, for example, install roadway culverts and construct roadside ditches and, to successfully manage a work crew. Due to a recent retirement in Highway, we have one of the three MEO II positions vacant. In conformance with Town policy, we advertised the vacancy in-house and received one application for the position.

The application we received for the vacancy was from MEO I Ryan Pinkham who has been with us since August of 2016. He successfully completed his MEO I probationary period and has worked very well with the existing crew members. Ryan has taken the lead on some projects and has demonstrated that he can effectively operate our loader-backhoe.

Based on his interview conducted earlier today with Highway Superintendent Ben Jacobs and me and his successful service with us to date, I recommend that MEO I Ryan Pinkham be promoted to the vacant MEO II position effective June 19, 2017. If approved, his hourly rate of pay will increase from \$18.73 per hour to the probationary rate of \$18.95 per hour. His probationary rate will change to \$19.51 per hour on July 1, 2017 and ultimately change to \$20.54 per hour upon completion of his probation, the latter two rate increases being in conformance with the current edition of the union contract. I also recommend that Ryan's mandatory six-month probationary period be reduced to three months. He works very well with the crew as I mentioned above and is capable of performing the requirements of the position. I see little benefit of having him go the entire six months as a probationary employee.

In summary, I recommend that:

- We promote MEO I Ryan Pinkham to the vacant MEO II position effective June 19, 2017 at a probationary pay rate of \$18.95 per hour. The subsequent increases in his pay rate will be in conformance with the current edition of the union contract.
- We reduce the mandatory probationary period related to his being promoted to the MEO II position from six months to three months.

Thank you for your consideration of my recommendations.

Cc. Claire Woolfolk, Deputy Town Clerk; Kathi Mahar, Treasurer



Town of Mount Desert

21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5743 Fax 207-276-5742
www.mtdesert.org director@mtdesert.org

MEMO

To: Durlin Lunt, Town Manager
Re: Highway Division Vacancy-MEO I

From: Tony Smith, Public Works Director
Date: June 14, 2017

Due to a recent retirement and another anticipated staffing change in the Highway Division of Public Works, we have a Motor Equipment Operator I (MEO I) position open. In conformance with Town policy, we advertised the vacancy in-house and received one application.

Based on his June 14, 2017 interview with Highway Superintendent Ben Jacobs and me and his acceptable past performance with the Town since November 2014, I recommend that current solid waste packer truck driver Gabe Lunt be appointed to the vacant MEO I position. If my recommendation is accepted, his rate of pay will increase from his current \$17.69 per hour to the MEO I probationary rate of \$17.79 per hour. Subsequent pay rate increases in conformance with the current edition of the union agreement will result in a post-probationary rate for him of \$19.29 per hour.

Gabe has successfully worked for us on the packer truck and started his training on a plow truck for us last winter. We have always been willing to train employees who are interested in learning to plow in the event we need to fill a vacancy due to illness or other reasons. Gabe did a commendable job for us last winter. He has also worked with the members of the highway crew since coming to work for us and has fit in, both on the packer truck and in performing highway crew work with them.

In addition to other factors, Gabe understands successful completion of his mandatory six-month probationary period is contingent on his being able to develop the skills to properly operate standard shift transmissions we have in some of our trucks and to effectively and safely operate all of our Highway Division trucks and equipment, including our loader-backhoe snow plow wings.

In summary, I recommend we transfer Packer Truck Operator Gabe Lunt to the anticipated vacancy of an MEO I position in the Highway Division at a starting hourly pay rate of \$17.79, said position being vacant only if another recommendation I am making for a promotion within the Highway Division is approved by the Board of Selectmen at their June 19, 2017 meeting. Subsequent pay increases for Gabe will be in conformance with the terms of the current union contract.

Thank you for consideration of my recommendation.

Cc: Claire Woolfolk, Town Clerk
Kathi Mahar, Treasurer



Town of Mount Desert

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

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

MEMO

DATE: June 12, 2017

TO: Board of Selectmen

FROM: Claire Woolfolk, Town Clerk

RE: John Stanley, Shellfish Committee Member

John Stanley has tendered his resignation from the Shellfish Committee effective July 1, 2017. We thank him for his years of service and wish him well in his new location.

CONSENT AGENDA

CHAMBER OF COMMERCE AGREEMENT

This AGREEMENT is made this ____ day of _____, 20__, by and between the Mount Desert Chamber of Commerce, a Maine non-profit corporation (hereinafter the "CHAMBER") and the Town of Mount Desert, a municipal corporation located in Hancock County, State of Maine (hereinafter the "TOWN").

WHEREAS, the CHAMBER is in need of A place near the Northeast Harbor public marina; and

WHEREAS, the TOWN currently owns and operates a marina, information building, and Harbormasters' building in the Village of Northeast Harbor; and

WHEREAS, it is mutually advantageous for the CHAMBER to lease space from the TOWN at a location to be designated and in a building to be provided by the Town.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. **LOCATION and USES.** The CHAMBER is hereby leased a portion of the building depicted as Exhibit A. The leased portion is the "Office" area, together with a non-exclusive right to use (together with the Commercial Operators for Ticket Sales) the area labeled "Shared Use Area" (the "Property"). The Property excludes the "Ticket Sales Area" which is being leased to the Commercial Operators for Ticket Sales. The CHAMBER shall not conduct any other business venture or other activities which are not directly related to the uses expressly provided for herein. Parking for the CHAMBER and its customers shall be in the general public parking areas of the Town owned parking lot, and use in connection with this Lease shall otherwise conform to all Town rules and regulations.

The CHAMBER is hereby given a non-exclusive license to use the kitchenette and restroom facilities, as depicted on Exhibit A, provided use by the CHAMBER shall be by the staff, members and volunteers of the CHAMBER only, not the general public. Public restrooms are available elsewhere. Use of the licensed areas shall at all times conform to the applicable TOWN rules, and may be terminated, modified or restricted by the TOWN in the event of violation of such rules.

2. **TENNIS COURTS.** The CHAMBER agrees to use its staff and volunteers at the Property to schedule and coordinate use of the TOWN owned tennis courts at the Northeast Harbor marina during the normal business hours of the CHAMBER. The CHAMBER and TOWN shall set a reasonable rate to charge for use of the tennis courts. A written record of the use of the tennis courts shall be maintained by the CHAMBER, and the CHAMBER shall periodically (not less frequently than monthly) remit the fees, along with the record of use, to the TOWN. The CHAMBER shall maintain a key to the tennis court, and shall ensure the tennis courts are locked when not in use and are locked and vacant at the close of business.

This is an agreement for staffing exclusively, and not a lease of the tennis courts. As such, the TOWN remains exclusively responsible to maintain the tennis courts, and may impose rules and regulations in connection with use of the tennis courts.

3. **TERM.** The term of this Agreement shall commence on June 1, 2017 and run through and terminate June 30, 2018. The CHAMBER shall surrender the Property at the end of the lease term in broom clean condition, normal wear and tear excepted.
4. **RENT.** At the time of execution, the CHAMBER shall pay One Dollar (\$1.00) to the TOWN as rent for the term of this Lease and in consideration for the benefits conveyed herein.
5. **DUTIES OF THE CHAMBER.** The CHAMBER shall pay any and all costs and expenses resulting from this Lease and/or its occupation of the Property, except for the cost of providing electricity and grounds maintenance which costs shall be the responsibility of the TOWN. The CHAMBER specifically agrees to maintain and clean the Property and the immediate area around the Property, including picking up trash and debris and disposing of same in receptacles provided and designated by the TOWN. The CHAMBER shall provide routine maintenance to the Property, including but not limited to routine vacuuming and cleaning, and shall ensure all bills and costs which are the responsibility of the CHAMBER are timely paid. The CHAMBER shall ensure no liens or other claims are asserted against the Property for work done by or on behalf of the CHAMBER.

No storage of any brochures, pamphlets, or any other promotional information shall be allowed by the CHAMBER outside the Property, except that one or more signs, advertising the presence of the CHAMBER and its use of the Property, as described in Section 1, shall be permitted, which sign and the placement thereof shall be subject to the prior review and approval of the TOWN. The business of the CHAMBER shall be conducted exclusively within the Property. The CHAMBER shall not permit any use of the Property which is in violation of applicable TOWN, State, Federal or other governmental rules, laws or ordinances, and shall not permit heaters or other flammable devices except with the prior written consent of the TOWN and then only in compliance with this Lease and all applicable manufacturer instructions.

At the Property, the CHAMBER agrees to provide general information (such as directions and locations/sites of interest) to the public, as well as maintain brochures and other printed material provided by the TOWN and related thereto.

In conducting its business, the CHAMBER shall furnish services on a professional, reasonable and non-discriminatory basis. In the event, for any reason, the TOWN has justifiable reason to believe the CHAMBER is acting in a discriminatory or otherwise less than professional manner, the TOWN shall provide written notice to the CHAMBER and reserves the right to take and/or mandate reasonable corrective action at the cost and expense of the CHAMBER, which action includes requiring changes to personnel at the Property

and/or termination of this Lease.

6. **NO JOINT VENTURE.** The CHAMBER, its members, officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not hold themselves out as officers, employees, agents, or volunteers of the TOWN.
7. **INDEMNIFICATION and INSURANCE.** The CHAMBER shall, at its own expense, defend, indemnify and save harmless the TOWN from all demands, claims, causes of action or judgments, and from all liens, expense and losses that may be incurred, including reasonable attorneys' fees, arising from or out of the performance of this Agreement, except to the extent such loss or claim results from the intentional acts or negligence of the TOWN, its officers, employees, or agents.

All property of the CHAMBER, and of all persons claiming through or under the CHAMBER, shall be maintained at the sole risk and hazard of the CHAMBER.

Notwithstanding anything to the contrary herein, the TOWN's obligations hereunder are limited to the extent provided pursuant to Maine law, including limits on statutory liability under the provisions of the Maine Tort Claims Act. Among other protections, Title 14 MRSA sec. 8104-B of the Tort Claims Act provides a governmental entity (such as the TOWN) is not liable for any claims that arise from the leasing of property. Without waiving or otherwise limiting the protections and immunities provided at law, the TOWN shall be responsible for repairs and replacement of the PROPERTY, except as otherwise provided herein and/or to the extent necessary as a result of the CHAMBER's negligence or intentional acts. Damage resulting from the negligence or intentional acts of the CHAMBER shall be repaired and replaced at the sole cost and expense of the CHAMBER. In the event any work or repairs to the Property which is the responsibility of the TOWN are necessary, the CHAMBER shall provide at least 10-days written notice and opportunity for the TOWN to perform such work.

The CHAMBER agrees to maintain a minimum of \$1,000,000 general commercial liability insurance throughout the entire term of this Agreement with the TOWN as a named additional insured and provide the TOWN with an annual Certificate of Insurance at the time this Agreement is signed, and thereafter, from time to time, as may be requested by the Town. The policy shall provide the Town with at least 10-days written notice prior to cancellation.

8. **NO ASSIGNMENT.** The CHAMBER may not by operation of law or otherwise assign, encumber, mortgage, or sublease this Agreement without the prior approval and consent of the TOWN, in its sole and absolute discretion, and any such assignment in violation of this provision shall be void and of no effect.
9. This Agreement may be cancelled (with or without cause) by the TOWN or by the

CHAMBER upon 30 days advance written notice to the other party.

10. GENERAL. All notices required by or useful under the terms of this Agreement shall be in writing and be deemed delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

CHAMBER: Mount Desert Chamber of Commerce
42 Harbor Drive / P.O. Box 675
Northeast Harbor, ME 04662

TOWN: Town of Mount Desert
Attn: Town Clerk
21 Sea St/P.O. Box 248
Northeast Harbor ME 04662

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf, as of the date first written above.

TOWN OF MOUNT DESERT

Witness

By: _____

Printed Name: _____

Its: _____

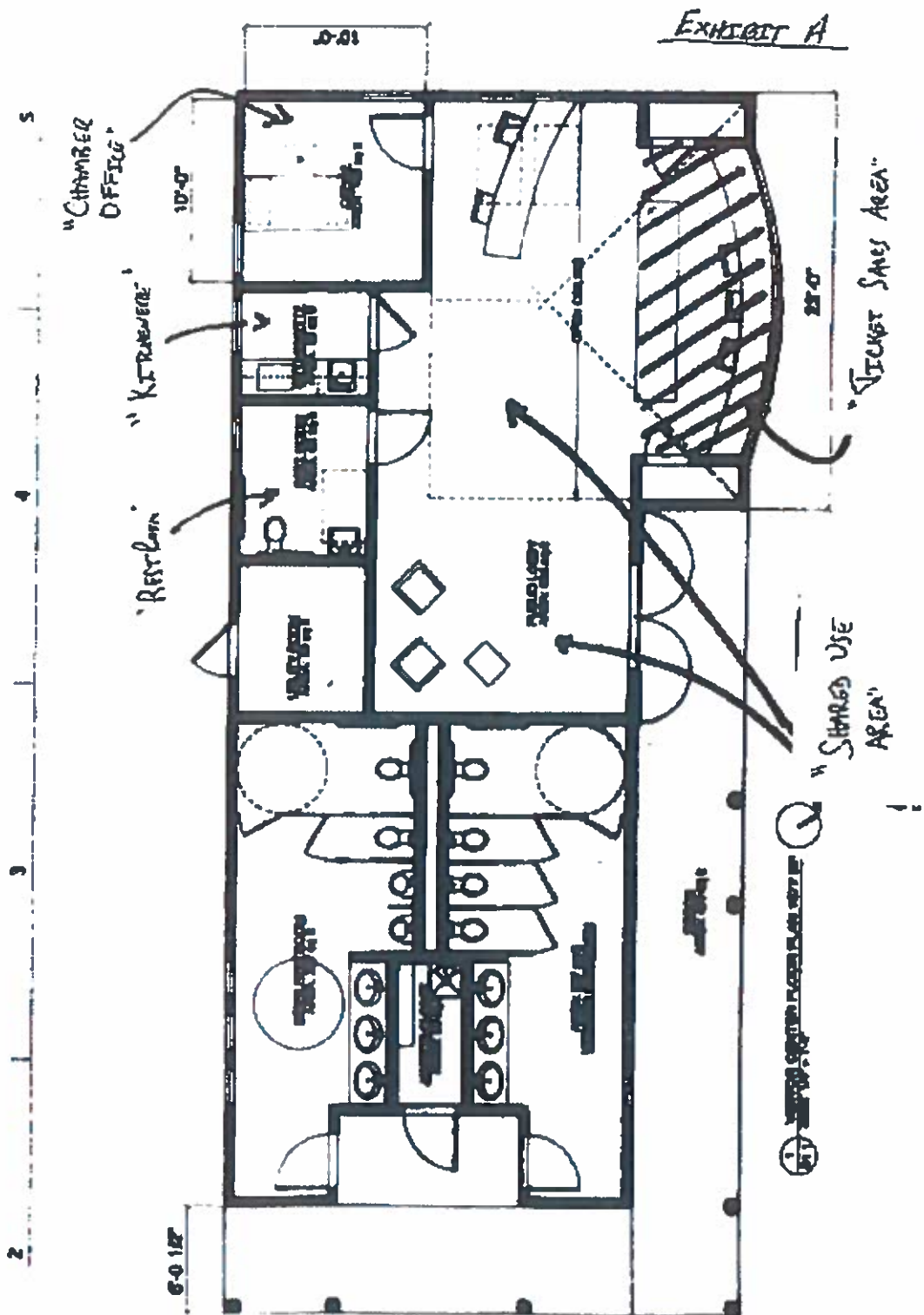
CHAMBER OF COMMERCE

Witness

By: _____

Printed Name: _____

Its: _____



NEIGHBORHOOD HOUSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____ by and between the Neighborhood House, a non-profit corporation duly organized and existing under the laws of the State of Maine, having a place of business in the Town of Mount Desert, County of Hancock, State of Maine, hereinafter referred to as Neighborhood House, and the Town of Mount Desert, a municipal corporation located in the County of Hancock, State of Maine, hereinafter referred to as the Town.

WITNESSETH

WHEREAS, the Town has a municipal swimming pool; and

WHEREAS, the Town needs to have an organization which can operate the municipal swimming pool for the 2017 season and thereafter; and

WHEREAS, Neighborhood House has the expertise and has successfully operated the Town's municipal swimming pool in prior seasons; and

WHEREAS, Neighborhood House is willing to continue to operate the Town's pool; and

WHEREAS, the Town and Neighborhood House have reached agreement on all of the terms and conditions,

NOW, THEREFORE,

based upon all of the foregoing and other valuable considerations, it is agreed by and between the Town and Neighborhood House as follows:

1. Possession and use: Beginning _____ to _____, between the hours of 9:00 a.m. and 6:00 p.m. Monday through Friday, and 11:00 a.m. and 4:00 p.m. Saturday and Sunday (hereinafter referred to as the Season), Neighborhood House shall have exclusive possession of the Town's municipal swimming pool located at Joy Road in Northeast Harbor for use in implementing its own programs such as summer camp swim times and shall provide access to the general public, so long as it does not conflict with its program, in accordance with the terms and conditions of this Agreement. The Town shall be responsible for the pool at all other times when the pool is closed and the gates locked.

2. Maintenance of Pool: Neighborhood House shall be responsible for the opening and closing of the pool, as well as the maintenance of the pool at all times during the Season in a generally accepted safe and sanitary condition for use in Neighborhood House programs and for use by the general public as hereinbefore provided. Neighborhood House will bill the Town for the cost associated with the opening and closing of the pool, as well as the general maintenance which the Town will either reimburse or pay directly to vendors within thirty (30) days after the presentation of a bill, as has been practiced in the past, subject to the provisions of Section 8 of this Agreement.

3. Personnel: Neighborhood House shall be exclusively responsible for the hiring of duly qualified personnel and the general management for the operation of the pool during

the Season. Neighborhood House shall perform background checks on each person applying for a job prior to the person being hired and working at the pool. No person which may be a risk to the public in general or to Neighborhood House clientele shall be employed or involved in the operation or general management of the pool during the season.

4. Operation: Neighborhood House shall operate the Town's municipal swimming pool in a non-discriminatory manner, so as not to violate any State or Federal law. Additionally, it shall operate the pool during the Season in a manner which will allow access to the general public during reasonable periods of time as hereinbefore provided.

Neighborhood House shall have the right to charge a reasonable fee for the use of the pool, which shall be used to help defray the operating costs of the pool.

5. Insurance: Neighborhood House shall maintain general comprehensive liability insurance during the season in an amount of at least One Million Dollars (\$1,000,000.00) coverage with an insurance company licensed to do business in the State of Maine. Neighborhood House shall name the Town as an additional insured at no cost to the Town. The insurance shall be non-cancelable to the Town without thirty (30) days written notice. Neighborhood House will provide the Town with a Certificate of Insurance prior to the start of the Season.

6. Independent Contractor: It is agreed between the Town and Neighborhood House that Neighborhood House is an independent contractor. As such, its employees are not employees from the Town.

Neighborhood House will, at all times during the Season, maintain Worker's Compensation coverage on its employees. It will deduct and withhold any taxes due from its personnel and fully comply with any State and Federal laws and indemnify the Town for the same.

7. Permits, Licenses and Testing: Neighborhood House will obtain any permits and licenses required to operate the pool during the Season. It shall perform all testing of the pool and maintain all records as may be required by any State or Federal agency.

8. Limitation on the Town's Financial Obligation: The Town's financial obligation to pay Neighborhood House under this Agreement is specifically limited to the amount specifically raised and appropriated for the operation of the pool at the annual Town meeting for the 2017 season. The Town specifically makes no representation to Neighborhood House of the amount which will be raised and appropriated for the operation of the pool in future years. No payments shall be made beyond the money so raised and appropriated by the Town for each Season.

9. Termination: The Town and Neighborhood House each reserve the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the

other of its intent to terminate this Agreement. Notices to the Town shall be hand delivered, FAXed or mailed by First Class United States Mail, postage prepaid, to the Town Manager and notices to the Neighborhood House shall be hand delivered, FAXed or mailed by First Class United States Mail, postage prepaid. Each party will provide the other in writing with the address to be used for notice to be given under the terms of this Agreement.

10. Representation: Each party represents to the other it has full and complete authority to enter into this Agreement.

11. Completeness and Modifications: This Agreement contains the total understanding and agreement between the parties and may only be modified by a writing signed by both parties. If any provision of this Agreement is declared null and void, it shall have no impact upon the balance of this Agreement, which shall remain in full force and effect as hereinbefore provided.

12. General: All notices required by or useful under the terms of this Agreement shall be in writing and be deemed delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

NEIGHBORHOOD HOUSE: Neighborhood House
1 Kimball Road/P. O. Box 332
Northeast Harbor, ME 04662

TOWN: Town of Mount Desert
21 Sea St/P.O. Box 248
Northeast Harbor ME 04662

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf, as of the date first written above.

TOWN OF MOUNT DESERT

Witness By: _____
Printed Name: _____
Its: _____

THE NEIGHBORHOOD HOUSE

Witness By: _____
Printed Name: _____
Its: _____

TICKET SALES AGREEMENT

This AGREEMENT is made this _____ day of _____, 20____, by and between the Commercial Operator named at the end of this Agreement (hereinafter COMMERCIAL OPERATOR) and the Town of Mount Desert, a municipal corporation located in Hancock County, State of Maine (hereinafter TOWN).

WHEREAS, COMMERCIAL OPERATOR is in need of a place for ticket sales and

WHEREAS, TOWN currently owns and operates a marina, information building, and Harbormasters' building in the Village of Northeast Harbor; and

WHEREAS, it is mutually advantageous for the COMMERCIAL OPERATOR to provide and the TOWN to site and allow ticket sales at a location to be designated and in a building to be provided by the Town.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. LOCATION and USES. The COMMERCIAL OPERATOR is hereby leased a portion of the building depicted as Exhibit A. The leased portion is the cross-hatched area labeled "Ticket Sales Area" from which area the COMMERCIAL OPERATOR is permitted to sell tickets for boat tours, excursions and similar cruising purposes departing from the Northeast Harbor public dock area, together with a non-exclusive right to use (together with the Mount Desert Chamber of Commerce) the area labeled "Shared Use Area" (the "Property"). The COMMERCIAL OPERATOR shall not conduct any other business venture or other activities which are not directly related to the uses expressly provided for herein. Parking for the COMMERCIAL OPERATOR and its customers shall be in the general public parking areas of the Town owned parking lot, and use in connection with this Lease shall otherwise conform to all Town rules and regulations.

The COMMERCIAL OPERATOR is leased, on a non-exclusive basis, the area in front of the Ticket Sales Area, for purposes of passengers purchasing tickets for the above purposes, provided the COMMERCIAL OPERATOR agrees to not obstruct foot traffic, pathways or sidewalks and to cooperate with the Town's reasonable requests in connection with the general use of the marina area.

The COMMERCIAL OPERATOR is hereby given a non-exclusive license to use the kitchenette and restroom facilities, as depicted on Exhibit A, provided use by the COMMERCIAL OPERATOR shall be by staff, members and volunteers of the COMMERCIAL OPERATOR only, not the general public. Public restrooms are available elsewhere. Use of the licensed areas shall at all times conform to the applicable TOWN rules, and may be terminated, modified or restricted by the TOWN in the event of violation of such rules.

2. **TERM.** The term of this Agreement shall commence on July 1 each year and run through and terminate June 30 each year. The COMMERCIAL OPERATOR shall surrender the Property at the end of the lease term in broom clean condition, normal wear and tear excepted.
3. **RENT.** At the time of execution, the COMMERCIAL OPERATOR shall pay Eight Hundred Fifty Dollars (\$850.00) to the TOWN as rent for the term of this Lease and in consideration for the benefits conveyed herein.
4. **DUTIES OF THE COMMERCIAL OPERATOR.** The COMMERCIAL OPERATOR shall pay any and all taxes assessed against the personal property of the COMMERCIAL OPERATOR, together with costs and expenses resulting from this Lease and/or its occupation of the Property, except for the cost of providing electricity and grounds maintenance which costs shall be the responsibility of the TOWN. The COMMERCIAL OPERATOR specifically agrees to maintain and clean the Property and the immediate area around the Property, including picking up trash and debris and disposing of same in receptacles provided and designated by the TOWN. The COMMERCIAL OPERATOR shall provide routine maintenance to the Property, including but not limited to routine vacuuming and cleaning, and shall ensure all bills and costs which are the responsibility of the COMMERCIAL OPERATOR are timely paid. The COMMERCIAL OPERATOR shall ensure no liens or other claims are asserted against the Property for work done by or on behalf of the COOPEATIVE.

No storage of any brochures, pamphlets, or any other promotional information shall be allowed by the COMMERCIAL OPERATOR outside the Property, except that one or more signs, advertising the COMMERCIAL OPERATOR's use of the Property, as described in Section 1, shall be permitted, which sign and the placement thereof shall be subject to the prior review and approval of the TOWN. The business of the COMMERCIAL OPERATOR shall be conducted exclusively within the Property. The COMMERCIAL OPERATOR shall not permit any use of the Property which is in violation of applicable TOWN, State, Federal or other governmental rules, laws or ordinances, and shall not permit heaters or other flammable devices except with the prior written consent of the TOWN and then only in compliance with this Lease and all applicable manufacturer instructions.

At the Property, the COMMERCIAL OPERATOR agrees to provide general information (such as directions and locations/sites of interest) to the public, as well as maintain brochures and other printed material provided by the TOWN and related thereto.

In conducting its business, the COMMERCIAL OPERATOR shall furnish services on a professional, reasonable and non-discriminatory basis. In the event, for any reason, the TOWN has justifiable reason to believe the COMMERCIAL OPERATOR is acting in a discriminatory or otherwise less than professional manner, the TOWN shall provide written notice to the COMMERCIAL OPERATOR and reserves the right to take and/or mandate

reasonable corrective action at the cost and expense of the COMMERCIAL OPERATOR, which action includes requiring changes to personnel at the Property and/or termination of this Lease.

5. NO JOINT VENTURE. The COMMERCIAL OPERATOR, its members, officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not hold themselves out as officers, employees, agents, or volunteers of the TOWN.
6. INDEMNIFICATION and INSURANCE. The COMMERCIAL OPERATOR, by and through its members, shall, at its own expense, defend, indemnify and save harmless the TOWN from all demands, claims, causes of action or judgments, and from all liens, expense and losses that may be incurred, including reasonable attorneys' fees, arising from or out of the performance of this Agreement, except to the extent such loss or claim results from the intentional acts or negligence of the TOWN, its officers, employees, or agents.

All property of the COMMERCIAL OPERATOR, and of all persons claiming through or under the COMMERCIAL OPERATOR, shall be maintained at the sole risk and hazard of the COMMERCIAL OPERATOR.

Notwithstanding anything to the contrary herein, the TOWN's obligations hereunder are limited to the extent provided pursuant to Maine law, including limits on statutory liability under the provisions of the Maine Tort Claims Act. Among other protections, Title 14 MRSA sec. 8104-B of the Tort Claims Act provides a governmental entity (such as the TOWN) is not liable for any claims that arise from the leasing of property. Without waiving or otherwise limiting the protections and immunities provided at law, the TOWN shall be responsible for repairs and replacement of the PROPERTY, except as otherwise provided herein and/or to the extent necessary as a result of the COMMERCIAL OPERATOR's negligence or intentional acts. Damage resulting from the negligence or intentional acts of the COMMERCIAL OPERATOR shall be repaired and replaced at the sole cost and expense of the COMMERCIAL OPERATOR. In the event any work or repairs to the Property which is the responsibility of the TOWN are necessary, the COMMERCIAL OPERATOR shall provide at least 10-days written notice and opportunity for the TOWN to perform such work.

The COMMERCIAL OPERATOR agrees to maintain a minimum of \$1,000,000 general commercial liability insurance throughout the entire term of this Agreement with the TOWN as a named additional insured and provide the TOWN with an annual Certificate of Insurance at the time this Agreement is signed, and thereafter, from time to time, as may be requested by the Town. The policy shall provide the Town with at least 10-days written notice prior to cancellation.

7. NO ASSIGNMENT. The COMMERCIAL OPERATOR may not by operation of law or otherwise assign, encumber, mortgage, or sublease this Agreement without the prior approval

and consent of the TOWN, in its sole and absolute discretion, and any such assignment in violation of this provision shall be void and of no effect.

8. This Agreement may be cancelled by the TOWN upon 30 days advance written notice to the COMMERCIAL OPERATOR; if the Board of Selectmen determines that required insurance has not been maintained or that the COMMERCIAL OPERATOR has breached any other condition herein.
9. GENERAL. As used herein, the term COMMERCIAL OPERATOR shall refer to the members thereof.

All notices required by or useful under the terms of this Agreement shall be in writing and be deemed delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

COMMERCIAL OPERATOR:

Name:

Beal and Bunker

David Bunker

Mailing Address:

PO Box 33

Cranberry Isles, ME 04625-0033

Phone/Email

266-4142

TOWN:

Town of Mount Desert
Attn: Town Clerk
21 Sea St/P.O. Box 248
Northeast Harbor ME 04662

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf, as of the date first written above.

TOWN OF MOUNT DESERT

Witness

By: _____

Printed Name: _____

Its: _____

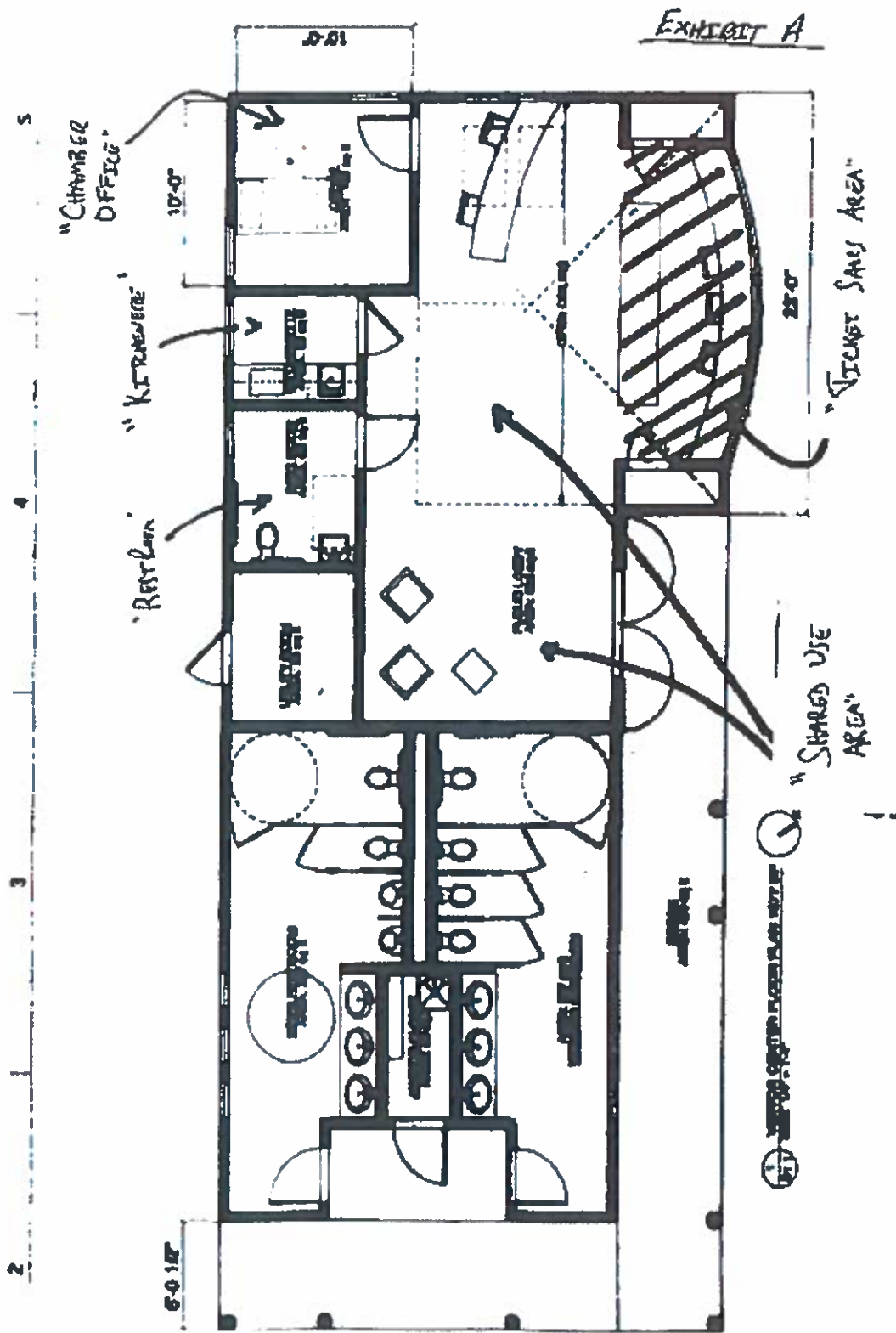
COMMERCIAL OPERATOR

Witness

By: _____

Printed Name: _____

Its: _____



TICKET SALES AGREEMENT

This AGREEMENT is made this _____ day of _____, 20____, by and between the Commercial Operator named at the end of this Agreement (hereinafter COMMERCIAL OPERATOR) and the Town of Mount Desert, a municipal corporation located in Hancock County, State of Maine (hereinafter TOWN).

WHEREAS, COMMERCIAL OPERATOR is in need of a place for ticket sales and

WHEREAS, TOWN currently owns and operates a marina, information building, and Harbormasters' building in the Village of Northeast Harbor; and

WHEREAS, it is mutually advantageous for the COMMERCIAL OPERATOR to provide and the TOWN to site and allow ticket sales at a location to be designated and in a building to be provided by the Town.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. LOCATION and USES. The COMMERCIAL OPERATOR is hereby leased a portion of the building depicted as Exhibit A. The leased portion is the cross-hatched area labeled "Ticket Sales Area" from which area the COMMERCIAL OPERATOR is permitted to sell tickets for boat tours, excursions and similar cruising purposes departing from the Northeast Harbor public dock area, together with a non-exclusive right to use (together with the Mount Desert Chamber of Commerce) the area labeled "Shared Use Area" (the "Property"). The COMMERCIAL OPERATOR shall not conduct any other business venture or other activities which are not directly related to the uses expressly provided for herein. Parking for the COMMERCIAL OPERATOR and its customers shall be in the general public parking areas of the Town owned parking lot, and use in connection with this Lease shall otherwise conform to all Town rules and regulations.

The COMMERCIAL OPERATOR is leased, on a non-exclusive basis, the area in front of the Ticket Sales Area, for purposes of passengers purchasing tickets for the above purposes, provided the COMMERCIAL OPERATOR agrees to not obstruct foot traffic, pathways or sidewalks and to cooperate with the Town's reasonable requests in connection with the general use of the marina area.

The COMMERCIAL OPERATOR is hereby given a non-exclusive license to use the kitchenette and restroom facilities, as depicted on Exhibit A, provided use by the COMMERCIAL OPERATOR shall be by staff, members and volunteers of the COMMERCIAL OPERATOR only, not the general public. Public restrooms are available elsewhere. Use of the licensed areas shall at all times conform to the applicable TOWN rules, and may be terminated, modified or restricted by the TOWN in the event of violation of such rules.

2. **TERM.** The term of this Agreement shall commence on July 1 each year and run through and terminate June 30 each year. The COMMERCIAL OPERATOR shall surrender the Property at the end of the lease term in broom clean condition, normal wear and tear excepted.
3. **RENT.** At the time of execution, the COMMERCIAL OPERATOR shall pay Eight Hundred Fifty Dollars (\$850.00) to the TOWN as rent for the term of this Lease and in consideration for the benefits conveyed herein.
4. **DUTIES OF THE COMMERCIAL OPERATOR.** The COMMERCIAL OPERATOR shall pay any and all taxes assessed against the personal property of the COMMERCIAL OPERATOR, together with costs and expenses resulting from this Lease and/or its occupation of the Property, except for the cost of providing electricity and grounds maintenance which costs shall be the responsibility of the TOWN. The COMMERCIAL OPERATOR specifically agrees to maintain and clean the Property and the immediate area around the Property, including picking up trash and debris and disposing of same in receptacles provided and designated by the TOWN. The COMMERCIAL OPERATOR shall provide routine maintenance to the Property, including but not limited to routine vacuuming and cleaning, and shall ensure all bills and costs which are the responsibility of the COMMERCIAL OPERATOR are timely paid. The COMMERCIAL OPERATOR shall ensure no liens or other claims are asserted against the Property for work done by or on behalf of the COOPEATIVE.

No storage of any brochures, pamphlets, or any other promotional information shall be allowed by the COMMERCIAL OPERATOR outside the Property, except that one or more signs, advertising the COMMERCIAL OPERATOR's use of the Property, as described in Section 1, shall be permitted, which sign and the placement thereof shall be subject to the prior review and approval of the TOWN. The business of the COMMERCIAL OPERATOR shall be conducted exclusively within the Property. The COMMERCIAL OPERATOR shall not permit any use of the Property which is in violation of applicable TOWN, State, Federal or other governmental rules, laws or ordinances, and shall not permit heaters or other flammable devices except with the prior written consent of the TOWN and then only in compliance with this Lease and all applicable manufacturer instructions.

At the Property, the COMMERCIAL OPERATOR agrees to provide general information (such as directions and locations/sites of interest) to the public, as well as maintain brochures and other printed material provided by the TOWN and related thereto.

In conducting its business, the COMMERCIAL OPERATOR shall furnish services on a professional, reasonable and non-discriminatory basis. In the event, for any reason, the TOWN has justifiable reason to believe the COMMERCIAL OPERATOR is acting in a discriminatory or otherwise less than professional manner, the TOWN shall provide written notice to the COMMERCIAL OPERATOR and reserves the right to take and/or mandate

reasonable corrective action at the cost and expense of the COMMERCIAL OPERATOR, which action includes requiring changes to personnel at the Property and/or termination of this Lease.

5. **NO JOINT VENTURE.** The COMMERCIAL OPERATOR, its members, officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not hold themselves out as officers, employees, agents, or volunteers of the TOWN.
6. **INDEMNIFICATION and INSURANCE.** The COMMERCIAL OPERATOR, by and through its members, shall, at its own expense, defend, indemnify and save harmless the TOWN from all demands, claims, causes of action or judgments, and from all liens, expense and losses that may be incurred, including reasonable attorneys' fees, arising from or out of the performance of this Agreement, except to the extent such loss or claim results from the intentional acts or negligence of the TOWN, its officers, employees, or agents.

All property of the COMMERCIAL OPERATOR, and of all persons claiming through or under the COMMERCIAL OPERATOR, shall be maintained at the sole risk and hazard of the COMMERCIAL OPERATOR.

Notwithstanding anything to the contrary herein, the TOWN's obligations hereunder are limited to the extent provided pursuant to Maine law, including limits on statutory liability under the provisions of the Maine Tort Claims Act. Among other protections, Title 14 MRSA sec. 8104-B of the Tort Claims Act provides a governmental entity (such as the TOWN) is not liable for any claims that arise from the leasing of property. Without waiving or otherwise limiting the protections and immunities provided at law, the TOWN shall be responsible for repairs and replacement of the PROPERTY, except as otherwise provided herein and/or to the extent necessary as a result of the COMMERCIAL OPERATOR's negligence or intentional acts. Damage resulting from the negligence or intentional acts of the COMMERCIAL OPERATOR shall be repaired and replaced at the sole cost and expense of the COMMERCIAL OPERATOR. In the event any work or repairs to the Property which is the responsibility of the TOWN are necessary, the COMMERCIAL OPERATOR shall provide at least 10-days written notice and opportunity for the TOWN to perform such work.

The COMMERCIAL OPERATOR agrees to maintain a minimum of \$1,000,000 general commercial liability insurance throughout the entire term of this Agreement with the TOWN as a named additional insured and provide the TOWN with an annual Certificate of Insurance at the time this Agreement is signed, and thereafter, from time to time, as may be requested by the Town. The policy shall provide the Town with at least 10-days written notice prior to cancellation.

7. **NO ASSIGNMENT.** The COMMERCIAL OPERATOR may not by operation of law or otherwise assign, encumber, mortgage, or sublease this Agreement without the prior approval

and consent of the TOWN, in its sole and absolute discretion, and any such assignment in violation of this provision shall be void and of no effect.

8. This Agreement may be cancelled by the TOWN upon 30 days advance written notice to the COMMERCIAL OPERATOR; if the Board of Selectmen determines that required insurance has not been maintained or that the COMMERCIAL OPERATOR has breached any other condition herein.
9. GENERAL. As used herein, the term COMMERCIAL OPERATOR shall refer to the members thereof.

All notices required by or useful under the terms of this Agreement shall be in writing and be deemed delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

COMMERCIAL OPERATOR:

Name:

Allen Associates

Andrew Allen

Mailing Address:

PO Box 882

Southwest Harbor, ME 04679

Phone/Email

266-5959/276-5352 seaprincesscruises@gmail.com

TOWN:

Town of Mount Desert
Attn: Town Clerk
21 Sea St/P.O. Box 248
Northeast Harbor ME 04662

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf, as of the date first written above.

TOWN OF MOUNT DESERT

Witness

By: _____

Printed Name: _____

Its: _____

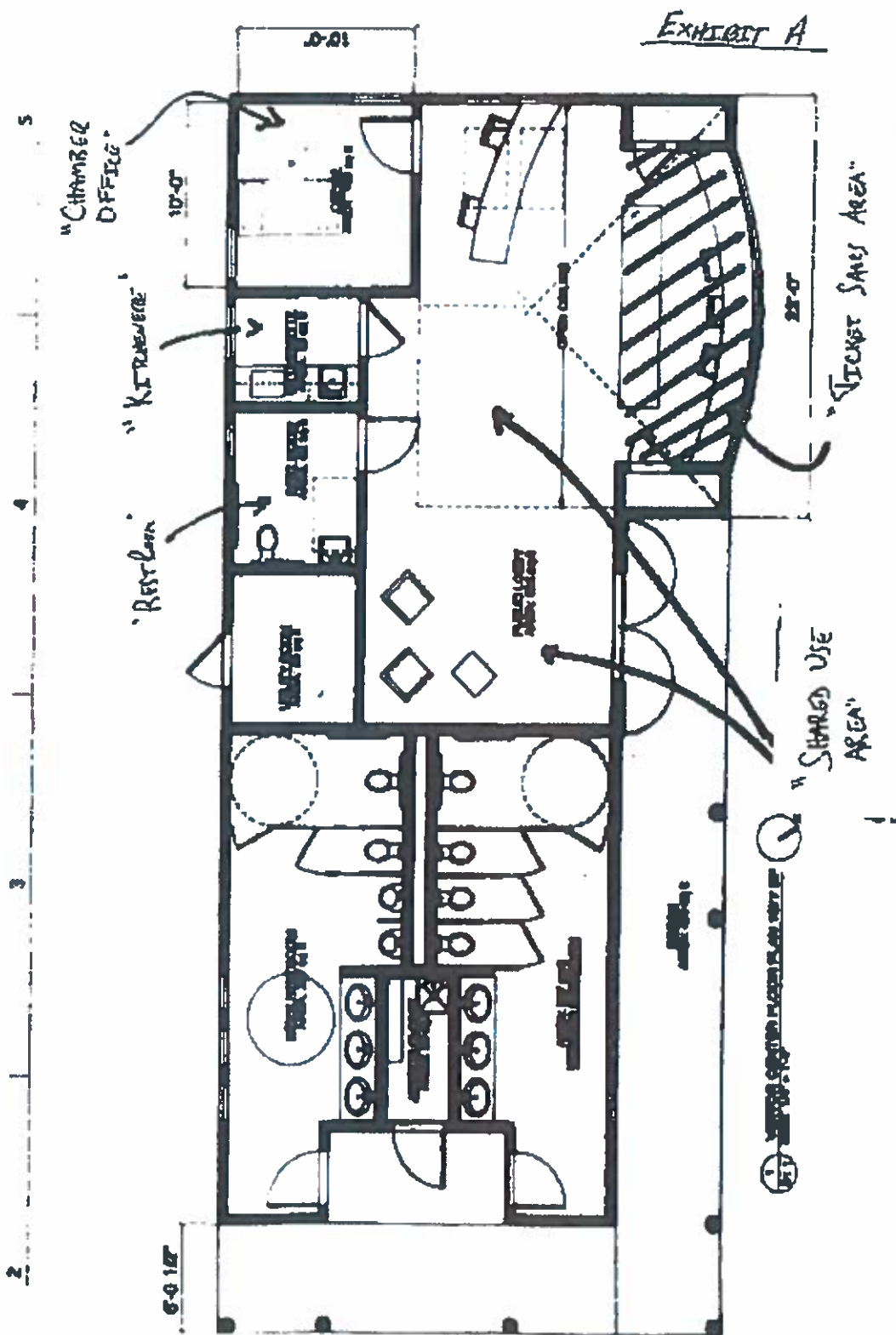
COMMERCIAL OPERATOR

Witness

By: _____

Printed Name: _____

Its: _____



TICKET SALES AGREEMENT

This AGREEMENT is made this _____ day of _____, 20____, by and between the Commercial Operator named at the end of this Agreement (hereinafter COMMERCIAL OPERATOR) and the Town of Mount Desert, a municipal corporation located in Hancock County, State of Maine (hereinafter TOWN).

WHEREAS, COMMERCIAL OPERATOR is in need of a place for ticket sales and

WHEREAS, TOWN currently owns and operates a marina, information building, and Harbormasters' building in the Village of Northeast Harbor; and

WHEREAS, it is mutually advantageous for the COMMERCIAL OPERATOR to provide and the TOWN to site and allow ticket sales at a location to be designated and in a building to be provided by the Town.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. LOCATION and USES. The COMMERCIAL OPERATOR is hereby leased a portion of the building depicted as Exhibit A. The leased portion is the cross-hatched area labeled "Ticket Sales Area" from which area the COMMERCIAL OPERATOR is permitted to sell tickets for boat tours, excursions and similar cruising purposes departing from the Northeast Harbor public dock area, together with a non-exclusive right to use (together with the Mount Desert Chamber of Commerce) the area labeled "Shared Use Area" (the "Property"). The COMMERCIAL OPERATOR shall not conduct any other business venture or other activities which are not directly related to the uses expressly provided for herein. Parking for the COMMERCIAL OPERATOR and its customers shall be in the general public parking areas of the Town owned parking lot, and use in connection with this Lease shall otherwise conform to all Town rules and regulations.

The COMMERCIAL OPERATOR is leased, on a non-exclusive basis, the area in front of the Ticket Sales Area, for purposes of passengers purchasing tickets for the above purposes, provided the COMMERCIAL OPERATOR agrees to not obstruct foot traffic, pathways or sidewalks and to cooperate with the Town's reasonable requests in connection with the general use of the marina area.

The COMMERCIAL OPERATOR is hereby given a non-exclusive license to use the kitchenette and restroom facilities, as depicted on Exhibit A, provided use by the COMMERCIAL OPERATOR shall be by staff, members and volunteers of the COMMERCIAL OPERATOR only, not the general public. Public restrooms are available elsewhere. Use of the licensed areas shall at all times conform to the applicable TOWN rules, and may be terminated, modified or restricted by the TOWN in the event of violation of such rules.

2. **TERM.** The term of this Agreement shall commence on July 1 each year and run through and terminate June 30 each year. The COMMERCIAL OPERATOR shall surrender the Property at the end of the lease term in broom clean condition, normal wear and tear excepted.
3. **RENT.** At the time of execution, the COMMERCIAL OPERATOR shall pay Eight Hundred Fifty Dollars (\$850.00) to the TOWN as rent for the term of this Lease and in consideration for the benefits conveyed herein.
4. **DUTIES OF THE COMMERCIAL OPERATOR.** The COMMERCIAL OPERATOR shall pay any and all taxes assessed against the personal property of the COMMERCIAL OPERATOR, together with costs and expenses resulting from this Lease and/or its occupation of the Property, except for the cost of providing electricity and grounds maintenance which costs shall be the responsibility of the TOWN. The COMMERCIAL OPERATOR specifically agrees to maintain and clean the Property and the immediate area around the Property, including picking up trash and debris and disposing of same in receptacles provided and designated by the TOWN. The COMMERCIAL OPERATOR shall provide routine maintenance to the Property, including but not limited to routine vacuuming and cleaning, and shall ensure all bills and costs which are the responsibility of the COMMERCIAL OPERATOR are timely paid. The COMMERCIAL OPERATOR shall ensure no liens or other claims are asserted against the Property for work done by or on behalf of the COOPEATIVE.

No storage of any brochures, pamphlets, or any other promotional information shall be allowed by the COMMERCIAL OPERATOR outside the Property, except that one or more signs, advertising the COMMERCIAL OPERATOR's use of the Property, as described in Section 1, shall be permitted, which sign and the placement thereof shall be subject to the prior review and approval of the TOWN. The business of the COMMERCIAL OPERATOR shall be conducted exclusively within the Property. The COMMERCIAL OPERATOR shall not permit any use of the Property which is in violation of applicable TOWN, State, Federal or other governmental rules, laws or ordinances, and shall not permit heaters or other flammable devices except with the prior written consent of the TOWN and then only in compliance with this Lease and all applicable manufacturer instructions.

At the Property, the COMMERCIAL OPERATOR agrees to provide general information (such as directions and locations/sites of interest) to the public, as well as maintain brochures and other printed material provided by the TOWN and related thereto.

In conducting its business, the COMMERCIAL OPERATOR shall furnish services on a professional, reasonable and non-discriminatory basis. In the event, for any reason, the TOWN has justifiable reason to believe the COMMERCIAL OPERATOR is acting in a discriminatory or otherwise less than professional manner, the TOWN shall provide written notice to the COMMERCIAL OPERATOR and reserves the right to take and/or mandate

reasonable corrective action at the cost and expense of the COMMERCIAL OPERATOR, which action includes requiring changes to personnel at the Property and/or termination of this Lease.

5. NO JOINT VENTURE. The COMMERCIAL OPERATOR, its members, officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not hold themselves out as officers, employees, agents, or volunteers of the TOWN.
6. INDEMNIFICATION and INSURANCE. The COMMERCIAL OPERATOR, by and through its members, shall, at its own expense, defend, indemnify and save harmless the TOWN from all demands, claims, causes of action or judgments, and from all liens, expense and losses that may be incurred, including reasonable attorneys' fees, arising from or out of the performance of this Agreement, except to the extent such loss or claim results from the intentional acts or negligence of the TOWN, its officers, employees, or agents.

All property of the COMMERCIAL OPERATOR, and of all persons claiming through or under the COMMERCIAL OPERATOR, shall be maintained at the sole risk and hazard of the COMMERCIAL OPERATOR.

Notwithstanding anything to the contrary herein, the TOWN's obligations hereunder are limited to the extent provided pursuant to Maine law, including limits on statutory liability under the provisions of the Maine Tort Claims Act. Among other protections, Title 14 MRSA sec. 8104-B of the Tort Claims Act provides a governmental entity (such as the TOWN) is not liable for any claims that arise from the leasing of property. Without waiving or otherwise limiting the protections and immunities provided at law, the TOWN shall be responsible for repairs and replacement of the PROPERTY, except as otherwise provided herein and/or to the extent necessary as a result of the COMMERCIAL OPERATOR's negligence or intentional acts. Damage resulting from the negligence or intentional acts of the COMMERCIAL OPERATOR shall be repaired and replaced at the sole cost and expense of the COMMERCIAL OPERATOR. In the event any work or repairs to the Property which is the responsibility of the TOWN are necessary, the COMMERCIAL OPERATOR shall provide at least 10-days written notice and opportunity for the TOWN to perform such work.

The COMMERCIAL OPERATOR agrees to maintain a minimum of \$1,000,000 general commercial liability insurance throughout the entire term of this Agreement with the TOWN as a named additional insured and provide the TOWN with an annual Certificate of Insurance at the time this Agreement is signed, and thereafter, from time to time, as may be requested by the Town. The policy shall provide the Town with at least 10-days written notice prior to cancellation.

7. NO ASSIGNMENT. The COMMERCIAL OPERATOR may not by operation of law or otherwise assign, encumber, mortgage, or sublease this Agreement without the prior approval

and consent of the TOWN, in its sole and absolute discretion, and any such assignment in violation of this provision shall be void and of no effect.

8. This Agreement may be cancelled by the TOWN upon 30 days advance written notice to the COMMERCIAL OPERATOR; if the Board of Selectmen determines that required insurance has not been maintained or that the COMMERCIAL OPERATOR has breached any other condition herein.
9. GENERAL. As used herein, the term COMMERCIAL OPERATOR shall refer to the members thereof.

All notices required by or useful under the terms of this Agreement shall be in writing and be deemed delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

COMMERCIAL OPERATOR:

Name:	<u>Sail Acadia/Downeast Friendship Sloop</u>
	<u>Karl Brunner</u>
Mailing Address:	<u>PO Box 1533</u>
	<u>Southwest Harbor, ME 04679</u>
Phone/Email	<u>266-3942 / 244-5210 / 244-7312</u>

TOWN:	Town of Mount Desert
	Attn: Town Clerk
	21 Sea St/P.O. Box 248
	Northeast Harbor ME 04662

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf, as of the date first written above.

TOWN OF MOUNT DESERT

Witness

By: _____

Printed Name: _____

Its: _____

COMMERCIAL OPERATOR

Witness

By: _____

Printed Name: _____

Its: _____



Walter A. DeRoeck
27C Harbor Drive
P. O. Box 822
Northeast Harbor, ME 04662
(512) 422-3738



June 1, 2017

Durlin E. Lunt, Manager
Town of Mt. Desert
P. O. Box 248
Northeast Harbor, ME 04662

Dear Mr. Lunt:

I am happy to see the City has approved food trailers. I believe everyone will benefit from this added venue – most importantly the trailer owners.

The decision for the location of the trailers is confusing. We have an abundance of green space that is either unusable or under-utilized. The areas around the boaters building or the grassy island by the Harbor Master's building are two that come quickly to mind. The current location takes out parking spaces, creates additional risk to pedestrians, and affects the visual aesthetics of the harbor. It also creates a nuisance to those living nearby with cooking odors, noise, congestion, and again, aesthetics.

A relocation of the trailers would be better for all the citizens of Northeast Harbor, the boaters and visitors to the harbor, and it would produce better overall visibility for the food trailers themselves.

I hope you will review the decision already made. If I can be of any assistance or if you would like further input, I will be happy to oblige.

Very truly yours,

Walter A. DeRoeck

COMMISSIONERS REGULAR MEETING

Learn more about **HANCOCK COUNTY** by visiting

www.co.hancock.me.us

Audio recordings of the meeting are available upon request

The regular meeting of the Hancock County Commissioners was brought to order by Commissioner Blasi at 8:30 am on **Tuesday, May 2, 2017** in the conference room of the County courthouse located in Ellsworth, ME with Commissioners Brown and Clark in attendance.

Chairperson Blasi recognized Karyn McCarty for 15 years of service to the County. Ms. McCarty was not able to be in attendance.

Chairperson Blasi opened the cruiser bids. The results are as follows:

<i>Vendor</i>	<i>Trade in</i>	<i>Total bid</i>
Darlings	\$10,000	\$36,998
Quirk Ford of Augusta	\$13,083	\$24,800

Adjustments to/approval of agenda: none

Public Comment: none

COMMISSION BUSINESS:

OLD BUSINESS:

MOTION: To approve the minutes of the April 4, 2017 Commissioners' Regular Meeting, the April 11, 2017 Commissioners' Special Meeting, and the April 21, 2017 Commissioners' Special Meeting (Brown/Clark 3-0, motion passed)

AIRPORT:

Airport Manager Madeira gave his monthly report. He is moving forward with a draft of the airport minimum standards. Manager Madeira presented letters from Jacobs Engineering, the consultant, with recommendations that the award of the contract for Stormwater Basin Improvements be awarded to Sargent Corporation and the award of the contract for Repainting Airfield Markings should be awarded to JJ Cunningham LLC, both after the federal grant award is received.

MOTION: Approval to accept the proposal from Harold MacQuinn, Inc. to repair the collapsed catch basin frame and grate located on TWY C and to conduct other pavement repairs to the top of the ramp using account G 2-3010-20 in the amount of \$2,490.00
(Blasi/Clark- *Blasi withdraws motion, Clark withdraws 2nd*)

MOTION: Approval to accept the proposal from Harold MacQuinn, Inc. to repair the collapsed catch basin frame and grate located on TWY C and to conduct pavement repairs to the top of the ramp and other areas using account G 2-3010-20 in the amount of \$2,490.00 (Blasi/Clark 3-0, motion passed)

UNORGANIZED TERRITORY:

UT Supervisor Millard Billings gave his monthly report. He reported on the fire contracts, stating those would be on June's agenda. Billings reported that he and Zack Steele of Hancock County Soil and Water had recently met with Friends of Lead Mountain Pond; they may be looking for federal funds to replace the Starvation Brook dam and may be approaching the Commissioners for assistance.

Supervisor Billings received a notice from Sun Edison regarding a hearing to consider approval of a disclosure statement for reorganization.

MOTION: Approval to accept the renewal of Airline Lodge and Snack Bar Retail Off-Premise malt liquor license (Brown/Clark 3-0, motion passed)

There was some discussion on the funding for the Mount Waldo tower equipment, and what funds could be used for that purpose. Billings reported potential sources may be TIF money from Bull Hill Wind and Hancock Wind. The footprint for spending the money is different in each district. There are also Community Benefit funds. Billings said the Dept of Economic and Community Development (DECD) oversees and approves the TIFs, and suggested we invite Laura Santini-Smith (of DECD) to come to a Commissioners meeting or workshop and discuss the project in the beginning stages. The bid amount from Brown's for the radio equipment was discussed, as well as the impact of weather and icing on the equipment and cables, and what kind of building would be needed. Director Wellman was directed to put together a complete plan including ice protection for the cabling and the building.

TREASURER'S OFFICE:

MOTION: to approve the April GF, Airport, and Jail payroll Warrants #17-13, #17-14, #17-15 and #17-16 in the aggregate amount of \$319,833.77 (Brown/Clark 3-0, motion passed)

MOTION: to approve April Courthouse, Airport and Jail expense Warrants #17-28, #17-29, #17-30, #17-31, #17-32, #17-33, in the aggregate amount of \$486,233.13 (Brown/Clark 3-0, motion passed)

MOTION: to approve the April UT payroll Warrants #17-40, #17-41, #17-42, #17-43 in the aggregate of \$1,264.90 (Brown/Clark 3-0, motion passed)

MOTION: to approve the April UT expense warrants #17-18, #17-19 in the aggregate of \$11,277.00 (Brown/Clark 3-0, motion passed)

MOTION: to approve the April expenses in the health account of \$84,185.37 (Brown/Clark 3-0, motion passed)

RCC:

RCC Director Wellman gave her monthly report. There was some discussion on staffing issues in RCC and how to avoid the high overtime costs. There is an option to hire part time dispatchers who were fully certified, and pay them the starting wage of a full time HCRCC

employee. The Commission was not opposed to this option, provided that the Union agrees, in writing, that it would not pose an issue.

MOTION: to appoint Peter Vogel to another term as the elected official to the HCRCC Advisory Committee (Brown/Clark 3-0, motion passed)

MOTION: to appoint HCFFA nomination Thomas Morris of Brooklin to the HCRCC Advisory Committee for a 3 year term (Brown/Clark, 3-0 motion passed)

SHERIFF:

MOTION: to approve cruiser bid from Quirk Motors, for 2017 Tahoe in the amount of \$24,800 after trade using account E10 70-300 vehicle reserve (Clark/Blasi 2-1, motion passed, Brown opposed)

Commissioner Brown thought money could be saved by the purchase of a smaller SUV. The trade in vehicle is a Tahoe.

MOTION: to approve out of state travel for Richard Bishop (Clark/Brown, 3-0 motion passed)

This is for curriculum development of jail standards and jail operations, in June of 2017, tentatively in Reno, Nevada, although it may be transferred to Washington, DC. Cost is about \$3,000, and account 10-07-100 will be used. Major Bishop was selected by the National Sheriffs' Association as a content expert on national jail standards. He was 1 of 4 selected from across the country to participate in the curriculum development.

MOTION: Approval to purchase utility trailer from the Town of Osborne for \$1,500 using account #10-70-100 (Brown/Clark 3-0, motion passed)

MOTION: to give the Sheriff the authority to dispose of the currently owned trailer and use the funds to offset the purchase of the new one (Clark/Blasi 3-0, motion passed)

Discussion: out of state travel for Lt. Frank Shepard and JAA Amy Smith

This travel is for training for the Prison Rape Elimination Act. It will be held in Phoenix Arizona, in October. With this training, Hancock County Jail would be in compliance with federal law, and would allow us to house federal inmates in 2018. The Commission agreed to give tentative approval for the travel.

Jail Administrator Richardson gave an update on 3 people who have gone through the workforce recovery program. They have been successful in their job search efforts, and feedback from inmates has been very positive. Commissioner Brown expressed that JA Richardson and Lt. Frank Shepard have contributed to the success of the program. JA Richardson updated the Commission on how Lt. Shepard developed a system to itemize the health care bills of inmates in order to reduce the cost to the County.

DEEDS:

MOTION: Request approval to hire Carli Carter of Otis for the temporary part time clerk position at a rate of \$12 per hour, effective May 6, 2017 (Brown/Clark 3-0, motion passed)

Curtis said she is expected to work 40 hours until August.

MOTION: Pursuant to registry of deeds appointment of Kathy Zerrien as Deputy Register of Deeds, pay her at step 9D, rate \$16.12, effective May 6, 2017 (Clark, motion fails for lack of 2nd

MOTION: to approve Register of Deeds appointment of Kathy Zerrien as Deputy Register of Deeds at step 9D, rate \$16.12, effective May 6, 2017 (Brown/, motion fails for lack of 2nd

MOTION: to approve Register of Deeds appointment of Kathy Zerrien as Deputy Register of Deeds at step 9D, rate \$16.12, effective May 6, 2017 (Brown/Blasi 2-1, motion passed, Clark opposed)

Commissioner Clark is opposed to the Commissioners act of exercising authority to approve the Register's selection of deputy.

Break 10:59

Back in session 11:08

MAINTENANCE:

Maintenance Director Dennis Walls gave his monthly report.

Discussion: Old Jail resolution, including repair

Discussion included creating a barrier on the courthouse side of the old jail, this would reduce parking. Marking the building would show the public that we are taking action, but it doesn't fix the problem. There was some discussion on a letter from the County to the Historical Society in 2007, illustrating that no progress has been made. Demolishing all or part of the old jail was discussed. Commissioner Clark suggested we do the \$4000 worth of work and send the bill to the Historical Society. Commissioner Brown thought we should give them the choice up front. CA Adkins will send a letter to the historical society stressing that the Commission expects an answer on May 16 regarding their intentions for brick repair.

MOTION: We notify the historical society that we want their cooperation in fixing the building for which we will pay the expense with a strict repayment plan (Clark/ fails for lack of 2nd

11:43 lunch

Back in session 12:02pm

Andrew Sankey, Hancock County EMA Director, introduced Mr. Bruce Fitzgerald, Director of Maine Emergency Management Agency. He meets with Director Sankey monthly. Fitzgerald outlined for the Commission what MEMA does, and highlighted the gains made in the last few years, include cybersecurity. He explained the avenues for maintaining contacts among the various agencies. Fitzgerald spoke about agency funding and the impact of the current administration's projected budget. He reviewed some points of Homeland Security, including critical infrastructure protection and first responder training/exercises. Fitzgerald informed the Commission of successes in 2016 and potential challenges for 2017. Fitzgerald said he wanted to leave the Commission with the thought that the 3 people working in Hancock County's EMA dept have a very big job.

Lewis & Malm update on Jail retainer wall RFP:

Charles Earley from Lewis and Malm submitted a fee proposal for the Hancock County Jail Day Yard & Retaining Wall Renovation Project. The projected cost of the proposal is \$34,950.

MOTION: to engage Lewis & Malm to develop an RFP regarding the Hancock County Jail Day Yard & Retaining Wall Renovation Project and based on the architectural and engineering proposal dated the 27th of April, 2017 (Brown/Clark 3-0, motion passed)

MOTION: to pay for the project out of Community Benefits Funds account G 3-3025- 00 (Brown/Blasi 3-0, motion passed)

Mr. Earley will come back to the Commission on June 6.

COMMISSIONERS:

Discussion: \$50,000 Community Benefit Grant Funding Cycle:

The Commissioners agreed to *not* engage in a grant funding cycle at this point.

COUNTY ADMINISTRATOR:

MOTION: Executive Session under MRSA Title 1§405 6(A) to discuss a personnel issue (Brown/Clark 3-0, motion passed)

MOTION: to give VOYA consent for the GMIR changes (Clark/Brown 3-0, motion passed)

There was some discussion on the future of PSAP with Hancock County RCC. There will be further discussion at the May 16 CSM.

Executive Session under MRSA Title 1 §405 6(D) to discuss union contract negotiations (Brown/Clark 3-0, motion passed)

MOTION: to adjourn 3:05 pm (Brown/Blasi 3-0, motion passed)

Respectfully submitted,

Rebekah Knowlton

Executive Assistant to the County Administrator

COMMISSIONERS SPECIAL MEETING

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

Audio recordings of the meeting are available upon request

The regular meeting of the Hancock County Commissioners was brought to order by Commissioner Blasi at 8:30 am on **Tuesday, May 16, 2017** in the conference room of the County courthouse located in Ellsworth, ME with Commissioners Brown and Clark in attendance.

8:30 am- audit bid opening:

Chairperson Blasi opened the bids for audit services to the County of Hancock, the results are as follows:

Hancock County Commissioners					
Bid Sheet / Audit RFP					
Tuesday, May 16, 2017					
Vendor	County / General Fund	County / Airport Fund	County / Jail Fund	County / Single Audit	UT
Ron Beaulieu	\$ 20,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 15,000
RKO	\$ 68,300	\$ 25,450	\$ 18,500	\$ 10,000	\$ 20,500
Chester Kearney	\$ 42,500	\$ 17,500	\$ 17,500	\$ 7,500	\$ 16,000
RHR Smith	\$ 28,550	\$ 13,600	\$ 28,250	\$ 12,750	\$ 12,550

The bids will be reviewed carefully and a determination will be made at the next meeting.

Adjustment to agenda:

None

Public Comment: none

Tax Abatement Appeal Deliberations:

Cook / 52 Shore Path Road vs. Town of Dedham

Commissioner Antonio Blasi, Chair, opened the deliberations portion of the Special Commissioner's Meeting with recognizing the parties in the room and the direction of the Commission to make a decision on the case with the evidence presented at the hearing on Tuesday, April 11th, 2017.

There are two distinct factual findings that the Commission is assigned to review. First, under the Maine Constitutional Law, "the property must be assessed at its' fair market value; and the assessed value must be equitable, the property must be assessed at a relatively uniform rate with the comparable property in the same district.

Mr. Cook addressed the podium to request the submittal of lost documents as evidence in his case. CC Clark asked for clarification from County Administrator, Scott Adkins. CA Adkins admitted that the documents submitted by Mr. Cook had been misplaced by himself. They were found and a copy retrieved from the original evidence packet sent to the Town of Dedham who graciously supplied those items. Once obtained, CA Adkins informed the Commissioners of the error by email. The Commissioners were in consensus that this information could not be submitted without opening up the entire case. See a further explanation of the evidence later in the Appraisers submission.

The other issue with Mr. Cook's hearing was that it had to be done by phone. This was due to the fact that Mr. Cook was out of state for some time; had given tentative return dates, but unable to attend the first couple of dates set. Therefore, CA Adkins set a firm date when the rest of the Appellants and the Appellee could attend. Unfortunately, further delays in Mr. Cook's schedule prohibited him from attending and possibly presenting the missing data in person.

Commissioner Blasi led the Commission into a process of following the Order form in order to establish a fact of findings. With regards to Question # 4, CC Clark replied that there had been no proof presented for fraudulent, dishonest or illegal activity. CC Brown stated that sufficient proof was not provided by Mr. Cook to show a disparagement of treatment in the assessment of his property. Mr. Cook was treated the same. Mr. Cook did not prove his case and the burden of proof is upon Mr. Cook.

There was consensus among the County Commissioners that the assessors for the Town of Dedham, RJD Appraisals, had shown the proper evidence that the format they used was consistent among all properties.

Mr. Cook had also asked for a specific amount, not a valuation amount, as his abatement request which is non-standard for the abatement process. There was conflicting information in the evidence presented which led to some confusion on the case.

A discussion then ensued about finding further evidence by completing the questions in the Order form used. Both CC Brown & CC Clark were of the same opinion that either the pertinent questions were already answered or the question did not apply to the case.

MOTION: to deny the appeal of Cook vs. Town of Dedham based on testimony heard and the deliberation this morning (Brown, Clark 3-0, motion passed)

CC Brown informed the appellant, Mr. James Cook, that he had the right to appeal the Commission's decision to Superior Court. A formal written document of the decision will be available within 30 days of today's date.

O'Hara / 41 Pine Trail vs. Town of Dedham

Commissioner Antonio Blasi, Chair, opened the deliberations portion of the Special Commissioner's Meeting with recognizing the parties in the room and the direction of the Commission to make a decision on the case with the evidence presented at the hearing on Tuesday, April 11th, 2017.

There are two distinct factual findings that the Commission is assigned to review. First, under the Maine Constitutional Law, "the property must be assessed at its' fair market value; and the

assessed value must be equitable, the property must be assessed at a relatively uniform rate with the comparable property in the same district.

CC Blasi addressed the party representing the Appellant, Mr. Gary Robbins, as he was the one at the hearing as well. Mr. Robbins is the property caretaker for the O'Hara's who currently reside in Florida.

CC Blasi went back to referencing the long order. Both CC Clark & Brown commented that no fraudulent, dishonest or illegal activity is involved in this case.

From the evidence presented, CC Brown stated the appraisal was done by Real Estate agent and not authorized agent, and continued to comment that the town used the same methodology as with all other citizens. Evidence by the town was consistent and did not show any illegal or dishonest action.

The discussion over the \$ 50,000 abatement given to one of the comparable properties, 39 Pine Trail, is a local issue and not within the authority of the County Commissioners.

The evidence, document D-1, submitted by the Town of Dedham's appraiser, RJD Appraisals, gives support to the use of a consistent methodology for assessing purposes.

CC Clark – Evidence does not support that the Appellant provided supporting documentation for the abatement.

CC Blasi – Asked if the Commission was ready to make a motion on the case.

MOTION: to deny the appeal of O'Hara vs Town of Dedham abatement request (Clark/Brown 3-0, motion passed)

CC Brown informed the appellant, Mr. & Mrs. Mitchell & Debora O'Hara, that he had the right to appeal the Commission's decision to Superior Court. A formal written document of the decision will be available within 30 days of today's date.

Heber / Lunt Lane / Map 36 Lot 104-02 vs. Town of Dedham

Commissioner Antonio Blasi, Chair, opened the deliberations portion of the Special Commissioner's Meeting with recognizing the parties in the room and the direction of the Commission to make a decision on the case with the evidence presented at the hearing on Tuesday, April 11th, 2017.

There are two distinct factual findings that the Commission is assigned to review. First, under the Maine Constitutional Law, "the property must be assessed at its' fair market value; and the assessed value must be equitable, the property must be assessed at a relatively uniform rate with the comparable property in the same district.

CC Clark – Applicant presented very compelling evidence to issues with his property. There was no evidence to support his appeal. Needs help from other agencies to assist with his issues beyond the valuation. Mr. Heber was not here to contest the value, but looking to access and enjoy his land. He appeared to be very willing to pay the tax if he could use the property. Asked the Board to deny the appeal based on these facts.

CC Brown – Pointed out many of the same items as CC Clark above. Reiterated that the Appellant would be willing to pay the tax if they could use the property more.

The Town of Dedham's appraiser, RJD Appraisals, proved that their assessment was done consistently with all citizens in the town of similar properties and conditions. No evidence was provided by the Appellant to the contrary.

MOTION: to deny the appeal of Heber vs. the Town of Dedham based on the Commissioners deliberations (Brown/Clark 3-0, motion passed)

CC Brown informed the appellant, Mr. Albert Heber, that he had the right to appeal the Commission's decision to Superior Court. A formal written document of the decision will be available within 30 days of today's date.

Hamel / 377 Lakeview Avenue vs. Town of Dedham

Commissioner Antonio Blasi, Chair, opened the deliberations portion of the Special Commissioner's Meeting with recognizing the parties in the room and the direction of the Commission to make a decision on the case with the evidence presented at the hearing on Tuesday, April 11th, 2017.

There are two distinct factual findings that the Commission is assigned to review. First, under the Maine Constitutional Law, "the property must be assessed at its' fair market value; and the assessed value must be equitable, the property must be assessed at a relatively uniform rate with the comparable property in the same district.

CC Brown – Commented that the Appellant's representative presented discussion regarding items that had been dumped into the area known as the "gravel pit". He suggested that the Appellant take a look at the soil test of the area. No evidence was presented to show anything outside the normal assessing procedure. The town used the same methodology as with other citizens when assessing the property. The town had worked with the citizen on the original abatement and recognized the condition of the land.

CC Clark – The comps did not support and argued the comparative abilities of the comps as they were smaller lots. He agreed with CC Brown on his comments.

CC Clark – After questions from CC Blasi, he commented that the Appellant failed on all three points of proof of evidence.

MOTION: to deny the appeal of Hamel vs. the Town of Dedham (Clark/Brown 3-0, motion passed)

Commissioner Brown informed the Appellant that they had the right to appeal the Commission's decision to Superior Court. A formal written document of the decision will be available within 30 days of today's date.

SHERIFF:

Discussion of Jail inmate area roof:

Jail Administrator Tim Richardson brought the idea of constructing a roof over the jail inmate recreation area. He said if a jail facility has more than 100 beds, the outside recreation area needs to be covered, if the facility has fewer than 100 beds, it does not need to be covered. We currently have less than 100 beds. Commissioner Brown said he is not interested in using general funds on the jail, but would be in favor of using inmate benefit funds for the project. It was decided to explore the idea with Lewis and Malm, as they are developing an RFP for the retaining wall project. This may address the drainage issue we have in that area.

MOTION: to accept the resignation of Steven Hunt effective May 20, 2017 (Clark/Brown 3-0, motion passed)

MOTION: approve the request to advertise for patrol deputy (Clark/Brown 3-0, motion passed)

AIRPORT:

MOTION: approval to cancel the previously issued purchase order with Greenway Equipment Sales based on their inability to deliver the equipment within a reasonable amount of time, and to instead, approve the purchase of a Kubota M6-141 Tractor with boom mower attachment from Dorr's Equipment of Bangor Maine (the next qualified low bidder who responded to the bid opening on 4/4/17) for a total purchase price for \$96,500.00 to be funded from Capital Reserve account: G2-3010-30 (Brown/Clark 3-0, motion passed)

Commissioner Blasi asked Manager Madeira if the insurance certificate from HK Helicopters Tours had been received. Madeira stated no, it had not.

RCC:

MOTION: To approve the hire of Katie Dakin of Searsport as part-time RCC dispatcher at \$15.06 per hour with no benefits effective May 6, 2017 (Clark/Brown 3-0, motion passed)

This is the starting pay for a full time dispatcher and the union has agreed to that.

MOTION: To approve the hire of Emily Finson of Winterport as part-time RCC dispatcher at \$15.06 per hour with no benefits effective May 6, 2017 (Brown/Clark 3-0, motion passed)

This is the starting pay for a full time dispatcher and the union has agreed to that.

Mt. Waldo building specs and funding:

Director Wellman gave the Commission a document with several options for a building. Commissioner Brown would like to see an option for a wooden building, instead of concrete. Commissioner Clark was opposed to that, he would rather see something weather tight, that would minimally meet our safety concerns.

Discussion: PSAP consolidation

CA Adkins reported that he had a solid number from Penobscot. He said this would not save hundreds of thousands, it may not save anything at all. It will solidify our future with dispatching. PSAP restricts us from providing quality service to Hancock County. Part of the agreement is that Penobscot wants 6 months at a minimum before switching over. Commissioner Brown thought if we keep PSAP we would have to expand the space we have, at a significant cost. Commissioner Clark would like to set a work session in mid June for this issue, and to have a full scale assessment and evaluation, from schedule to supervisor. June 20 there will be a workshop session.

10:56 am break

11:07 am back in session

Scott McKee from Acadia Benefits:

Scott McKee informed the Commission that the ER visits of Hancock County health plan participants have increased by 22% in 2016. The top diagnoses are preventable, and include diabetes, coronary artery disease, obesity and asthma. We want to encourage employees to have a relationship with their Primary Care Provider, to engage employees in their health, and to be aware of their health status. Over 50% of our health care costs are due to manageable conditions. The wellness program presented includes four member requirements:

- Complete an annual health risk assessment
- Visit their PCP for a routine physical
- Participate in a disease management program if identified with a chronic condition
- Be tobacco free (members addicted to tobacco can also qualify by completing an annual tobacco-cessation course)

Upon completion of the four requirements, employees would receive a monetary incentive, reducing the cost of the employee's health insurance contribution.

MOTION: to inform Meritain that we would like to purchase Meritain's Healthy Merits Jog level program (Clark/Blasi 3-0, motion passed)

COMMISSIONERS:

Old Jail decision:

MOTION: that the Ellsworth historical society be notified that if they do not remedy the safety issues of bricks falling from the old jail within the next 30 days the county is going to construct a paved parking lot on the old jail's front lawn and we are going to restrict access to the old jail for a distance of 5 feet on the north and west sides of the old jail until the safety issue is addressed (Clark/ Blasi 3-0 motion passed)

MOTION: To enter Executive Session under MRSA Title 1 §405 6(D) to discuss union contract negotiations (Clark/Brown 3-0, motion passed)

Chairperson Blasi brought the meeting back to regular session, Commissioner Clark reported that we're continuing to negotiate with the union and we have simply discussed our latest proposal.

MOTION: to enter Executive Session under MRSA Title 1 §405 6(A) to discuss an employee matter involving health insurance and a personnel status report (Clark/Blasi 3-0, motion passed)

Chairperson Blasi brought the meeting back to regular session with nothing to report.

MOTION: to adjourn 1:59 pm (Brown/Clark 3-0, motion passed)

Respectfully submitted,

Rebekah Knowlton
Executive Assistant to the County Administrator

COMMISSIONERS SPECIAL MEETING

Learn more about **HANCOCK COUNTY** by visiting

www.co.hancock.me.us

Audio recordings of the meeting are available upon request

The regular meeting of the Hancock County Commissioners was brought to order by Commissioner Blasi at 8:30 am on **Tuesday, May 30, 2017** in the conference room of the County courthouse located in Ellsworth, ME with Commissioners Brown and Clark in attendance.

Adjustment to agenda

Motion: Add discussion regarding assignment by the sheriff to MDEA (Clark/Blasi 3-0, motion passed)

Tax Abatement Appeal Hearing:

Welch, Paul & Elizabeth vs. Town of Brooksville

Chair Blasi swore in the parties. Ellery Bane of RJD Appraisal- the assessors agent, Jonathan Pottle of Eaton & Peabody- attorney representing the Town of Brooksville, Brooksville Selectman John Gray, and Paul Welch, appellant.

There was some discussion on the date the appeal was received by the Commission.

Commissioner Clark explained that the appeal should be directed to the Commission, and not to the Town. Commissioner Clark then said that the appellant made a reasonable effort even though the appeal was incorrectly sent to the Town.

Mr. Welch stated in the past the methodology that the town has used has coincided with sales. He testified that he paid \$600,000 for the entire property in April of 2015. He believes the town's method of appraisal representing a price more than 2x the market value is inappropriate and arbitrary. Attorney Pottle asked Mr. Welch if he was a certified Maine appraiser, he replied no, he was not. He said the appraisal that Mr. Welch had acquired was for lending (not assessing) purposes; the actual price paid is not necessarily market value. Attorney Pottle said the town's valuation is presumed accurate, and the burden of proof is on the taxpayer.

Ellery Bane, assessing agent for the Town of Brooksville, testified that they used the same methodology to assess the Welch property, and that the town is under the State valuation process. The state does a sales analysis from the prior 18 months, checking how relevant the revaluation is, and whether it is still functioning. The mil rate in Brooksville is in the single digits. The codes used for assessment coincide with the neighborhood in the town. Bane said in 2014 the land and the building value was reduced, this was applied town wide based on the state sales analysis. Commissioner Clark asked about the sale price, and what impact that should have on the decision of the Commission. Bane said this is part of a mass appraisal process, and they are required to put a just value assessment on any property, to do it honestly and fairly; they cannot change assessments due to sales price- it must be done through finding of fact. Bane offered several properties, illustrating that the same methodology was used- the same base lot price, the same back lot price. Mr. Welch referred to the town tax map, stating it was interesting that some parcels had influence factors that were not applied to his property; he said this was an example that the same methodology was not used. He asked that the Commissioners consider

his appeal based on the evidence of an open market sale. Commissioner Brown asked about the price of the appraisal- \$654,000. The appellant stated that the fair market value was 600,000 but if he was to list it, he would list it for higher than that.

Closing statement:

Attorney Pottle said according to Maine law the assessment of the Town is presumed to be correct, and the taxpayer has the burden to prove that the valuation is manifestly wrong. Bane testified that the methodology works, and the burden of proof simply has not been met in this case.

The appellant stated that he was proud to be a taxpayer, but the procedure is opaque and difficult to follow, although he is happy to do what he needs to in the appeals process. He said the methodology used by the town is problematic in that it does not represent the fair market value.

Commissioner Blasi said the Commission has 30 days in which to issue an order, and if the appellant is dissatisfied he may appeal to Superior Court of Hancock County.

Jail:

MOTION: approval to hire Ronald Lund of Brewer as a part time on call as needed cook, rate of pay \$12.00 per hour with no benefits, not to exceed 29 hours per week, effective May 27, 2017 (Clark/Blasi 3-0, motion passed)

MOTION: approval to promote Ashley Smith to temporary full time corrections officer, rate of pay \$13.50 per hour with the benefit of sick time only, effective May 27, 2017 (Clark/Blasi, motion and 2nd withdrawn)

MOTION: approval to promote Ashley Smith to temporary full time corrections officer, rate of pay \$13.50 per hour with the benefit of sick time only, effective May 27, 2017 not to exceed July 10, 2017 (Clark/Brown 3-0, motion passed)

Sheriff:

Commissioner Clark had some questions regarding the length of time the MDEA officer would be assigned, and the command structure of the Sheriff's office. Sheriff Kane said he still had some questions regarding what his command structure would look like, saying that until some other issues were determined that couldn't be decided.

Break 10:29 a.m.

Back in session 10:38 a.m.

County Administrator:

Administrator Report:

CA Adkins explained the 2 methods for employees punching in to the new time keeping system. One method is using a hand scan in conjunction with a code; the other method is upon logging on to their computer, using a code.

There was some discussion on the Mt. Waldo tower; the contract with the landowners is developing.

MOTION: that the commission does not hear the Rhyne Appeal based on the recommendation from the Town of Lamoine (Blasi/Clark
Blasi withdraws motion, Clark withdraws 2nd

MOTION: to not hear the 2016 tax appeal for Mr. & Mrs. Rhyne, property located at 66 Pheasant Lane, Lamoine for the reason that we have no jurisdiction to request or direct the Town of Lamoine to revalue the property tax (Brown/Clark 3-0, motion passed)

MOTION: that we discontinue the lawsuit against the department of corrections (Blasi/Clark 3-0, motion passed)

MOTION: to enter Executive Session under MRSA Title 1§405 6(A) to discuss a personnel issue (Brown/Blasi 3-0, motion passed)

RCC Director Renee Wellman gave the Commission a document listing comments from the dispatchers regarding the possible PSAP consolidation.

Ron L. Bealieu auditing RFP review:

Mr. Bealieu is the lowest bidder for the recent audit RFP.

MOTION: to hire Ron L. Bealieu and company for a 5 year term for county audit per the RFP (Blasi/Clark 3-0, motion passed)

MOTION: to enter Executive Session under MRSA Title 1§405 6(A) to discuss a personnel issue (Clark/Brown 3-0, motion passed)

MOTION: to adjourn 1:47 p.m. (Blasi/Brown 3-0 motion passed)

Respectfully submitted,

Rebekah Knowlton,
Executive Asst. to County Administrator

OLD BUSINESS

DOMESTIC
NONPROFIT CORPORATION

STATE OF MAINE

ARTICLES OF INCORPORATION

File No. 20170424ND Pages 6
Fee Paid \$ 40
DCN 2171143600018 ARTI
FILED
04/24/2017


Deputy Secretary of State

A True Copy When Attested By Signature


Deputy Secretary of State

Pursuant to 13-B MRSA §403, the undersigned incorporator(s) execute(s) and deliver(s) the following Articles of Incorporation:

FIRST: The name of the corporation is Mount Desert 365

SECOND: ("X" one box only. Attach additional page(s) if necessary.)

- ☒ The corporation is organized as a public benefit corporation for the following purpose or purposes:
See Exhibit A attached hereto and made a part hereof
- ☐ The corporation is organized as a mutual benefit corporation for all purposes permitted under Title 13-B or, if not for all such purposes, then for the following purpose or purposes:

THIRD: The Registered Agent is at: (select either a Commercial or Noncommercial Registered Agent)

☒ Commercial Registered Agent CRA Public Number: P10241
Michael L. Ross
(name of commercial registered agent)

☐ Noncommercial Registered Agent

(name of noncommercial registered agent)

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

(mailing address if different from above)

FOURTH: Pursuant to 5 MRSA §108.3, the new commercial registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

FIFTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is 3.

The minimum number of directors (not less than 3) shall be 3 and the maximum number of directors shall be 10.

SIXTH: Members: ("X" one box only.)

- ☐ There shall be no members.
☒ There shall be one or more classes of members and the information required by 13-B MRSA §402 is attached.

SEVENTH: (Optional) ☒ (Check if this article is to apply.)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

EIGHTH: (Optional) ☒ (Check if this article is to apply.)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit A attached hereto and made a part hereof.

Incorporators

Dated 04-21-17


(signature)

Street 953-1 Bar Harbor Road
(residence address)

Michael L. Ross
(type or print name)

Trenton, Maine 04605
(city, state and zip code)

(signature)

Street _____
(residence address)

(type or print name)

(city, state and zip code)

(signature)

Street _____
(residence address)

(type or print name)

(city, state and zip code)

For Corporate Incorporators*

Name of Corporate Incorporator _____

By _____
(signature of officer)

Street _____
(principal business location)

(type or print name and capacity)

(city, state and zip code)

Name of Corporate Incorporator _____

By _____
(signature of officer)

Street _____
(principal business location)

(type or print name and capacity)

(city, state and zip code)

***Articles are to be executed as follows:**

If a corporation is an incorporator (13-B MRSA §401), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

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

EXHIBIT A

MOUNT DESERT 365 Certificate of Incorporation

The undersigned, for the purpose of forming a corporation pursuant to M.R.S. Title 13-B, Maine Nonprofit Corporation Act, hereby certifies:

- FIRST:** Name. The name of this corporation is Mount Desert 365 (the "Corporation").
- SECOND:** Nonstock and Members. The Corporation is organized as a Maine public benefit corporation as defined in M.R.S. Title 13-B, Maine Nonprofit Corporation Act and shall not have any capital stock. The members of the Corporation shall be, and shall have the rights and duties, as provided in the bylaws.
- THIRD:** Purpose. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, as it may be amended (the "Code"), including lessening the burdens of government and combating community deterioration in the Town of Mount Desert. In furtherance of such purposes, the Corporation may engage in activities to preserve and increase the supply of affordable workforce housing for year-round residents, and to promote economic revitalization of distressed commercial areas, including areas adversely impacted by the loss of year-round residents. The Corporation may engage in any and all lawful activities incidental to and in pursuit of the foregoing purposes.
- FOURTH:** Restrictions. Provisions for the regulation of the activities and affairs of the Corporation, are as follows:
- (a) No part of the net earnings of the Corporation shall be distributed to or inure to the benefit of its members, directors, officers, or other private persons, except that the Corporation may pay reasonable compensation for services rendered to or for the Corporation and make payments and distributions in furtherance of the purposes of the Corporation.
 - (b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation (except to the extent permitted by the Code whether pursuant to an election under section 501(h) of the Code or otherwise), and the Corporation shall not participate or intervene in (including the publication or distribution of statements concerning) any political campaign on behalf of or in opposition to any candidate for public office.
 - (c) Notwithstanding any other provision of this certificate of incorporation, the Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that is not permitted to be carried on by an organization described in section 501(c)(3) of the Code, or by a

corporation the contributions to which are deductible under sections 170(c)(2), 2055(a)(2) or 2522(a)(2) of the Code.

- FIFTH:** Dissolution. Upon dissolution, after payment of all valid debts of the Corporation and necessary expenses thereof, or provision for same, all the remaining assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or to U.S. federal, state or local governments for a public purpose.
- SIXTH:** Registered Agent. The address of the Corporation's registered office in the State of Maine is 953-1 Bar Harbor Road, Town of Trento, County of Hancock, 04605. The name of its registered agent at such address is Michael L. Ross.
- SEVENTH:** Directors. The number, qualifications, and election of directors shall be as provided in the bylaws, and the number of directors may be changed by a resolution of the members.
- EIGHTH:** Amendment of Bylaws. In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in this certificate of incorporation or the bylaws, the board of directors is authorized to make, repeal, alter, amend or rescind the bylaws of the Corporation.
- NINTH:** Liability. A director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted by law or is inconsistent with any provision of the Code applicable to corporations described in Section 501(c)(3) of the Code. To the fullest extent permitted by law, any amendment to or repeal of this Article shall not apply to or have any effect on the liability or alleged liability of any director with respect to any acts or omissions of such director occurring prior to such amendment or repeal.
- TENTH:** Indemnification. To the fullest extent permitted by law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons permitted by law to receive indemnification) through bylaw provisions, policies, agreements with such agents or other persons, or by action of applicable governing body.

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed by the incorporator on this 21 day of April, 2017.

SOLE INCORPORATOR



Michael L. Ross
953-1 Bar Harbor Road
Trenton, Maine 04605

EXHIBIT B

MOUNT DESERT 365 Membership

The initial members of Mount Desert 365 shall be named by the Incorporator. Additional members may be elected by the Members. Any person who supports the goals of the corporation and whose membership is in compliance with 501(c)(3) requirements of the corporation is eligible for membership. Each member shall have one equal vote.

**BYLAWS
OF
MOUNT DESERT 365**

ARTICLE I.	MEMBERS	1
1.1.	Membership	1
1.2.	Annual Meetings	1
1.3.	Special Meetings	1
1.4.	Notice of Meetings and Waiver of Notice	1
1.5.	Quorum	1
1.6.	Election of Directors and Voting	1
1.7.	Action by Consent in Lieu of a Meeting	2
ARTICLE II.	BOARD OF DIRECTORS	2
2.1.	General Powers	2
2.2.	Number and Term	2
2.3.	Annual Meeting	2
2.4.	Regular Meetings	2
2.5.	Special Meetings	2
2.6.	Notice of Meetings and Waiver of Notice	2
2.7.	Quorum and Manner of Acting	3
2.8.	Action by Unanimous Written Consent in Lieu of a Meeting	3
2.9.	Meeting by Telephone, Video Conference or Similar Communications Equipment	3
2.10.	Resignation and Removal	3
2.11.	Vacancies	3
ARTICLE III.	COMMITTEES	5
3.1.	Committee Composition and Authority	5
3.2.	Procedures, Quorum and Manner of Acting	5
3.3.	Action by Unanimous Written Consent in Lieu of a Meeting	5
3.4.	Term and Termination	5
ARTICLE IV.	OFFICERS	5
4.1.	Election and Qualifications	5
4.2.	Term	6
4.3.	Resignation and Removal	6
4.4.	Duties and Authority	6
ARTICLE V.	MISCELLANEOUS PROVISIONS	7

5.1.	Indemnification of Directors and Officers	7
5.2.	Manner of Notice and Waiver of Notice.....	8
5.3.	Amendments	8

ARTICLE I.

MEMBERS

1.1. Membership. The initial members of Mount Desert 365 (the “Corporation”) shall be named by the Incorporator. Additional members may be elected by the Members. Any person who supports the goals of the Corporation and whose membership is in compliance with 501(c)(3) requirements of the Corporation is eligible for membership. Each member shall have one equal vote.

1.2. Annual Meetings. Unless directors are elected by written consent of Members in lieu of a meeting, an annual meeting of Members for the election of directors and the transaction of such other business as may properly come before the meeting shall be held at such time and place as the Members shall determine.

1.3. Special Meetings. Special meetings of the Members may be called by the Chair (as defined below), the President, the Secretary, the board of directors of the Corporation (the “Board”), or by any of the Members.

1.4. Notice of Meetings and Waiver of Notice. Written notice of all meetings of Members shall be given not less than 10 nor more than 50 days before the date of the meeting to each Member entitled to vote at such meeting. The notices of all meetings shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which Members and proxy holders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Any notice shall be effective if given by a form of electronic transmission consented to by the Member to whom the notice is given. Notice of any meeting need not be given to any Member who shall, either before or after the meeting, submit a waiver of notice or who shall attend such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

1.5. Quorum. Except as otherwise provided by law or the certificate of incorporation, a quorum for the transaction of business at any meeting of Members shall consist of a majority of the Members then serving and entitled to vote at the meeting, present in person or by proxy.

1.6. Election of Directors and Voting. Members shall elect the directors. At all such elections of directors the voting may, but need not, be by ballot and a plurality of the votes of the Members present in person or by proxy at the meeting and entitled to vote on the election of directors shall be sufficient to elect directors. Except as otherwise provided by law, the certificate of incorporation or these bylaws, any other action shall be authorized by the vote of the majority of the Members present in person or by proxy at the meeting and entitled to vote on the subject matter.

1.7. Action by Consent in Lieu of a Meeting. Member action may be taken without a meeting if all of the Members consent thereto in writing (including by electronic transmission), and the writing or writings are filed with the records of the Corporation, except as otherwise provided by law, the certificate of incorporation or these bylaws.

ARTICLE II.

BOARD OF DIRECTORS

2.1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board, who may exercise all of the powers of the Corporation except as otherwise provided by law or the certificate of incorporation.

2.2. Number and Term.

(a) The initial number of directors shall be equal to the number of directors initially elected by the incorporator. Thereafter, the Members may determine from time to time the number of directors constituting the entire Board which number shall not be less than three or more than [10]. The phrase "entire Board" refers to the total number of directors that the Corporation would have if all vacancies were filled.

(b) Each director who is elected by the Members, and each director who is elected in the interim to fill any vacancy or newly created directorship, shall hold office until the next annual meeting of the Members and until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal.

2.3. Annual Meeting. Following the annual meeting of Members, the newly elected Board shall meet for the purpose of the election of officers and the transaction of such other business as may properly come before the meeting.

2.4. Regular Meetings. Regular meetings of the Board may be held without notice at such times and places as may be determined from time to time by the Board.

2.5. Special Meetings. Special meetings of the Board may be called by the Chair, the President, the Secretary, or a majority of the directors and shall be held at such time and place as may be specified by such order.

2.6. Notice of Meetings and Waiver of Notice. Notice of the annual meeting of the Board need not be given if it is held immediately after the annual meeting of Members for the election of directors and all directors not present at such meeting of Members are present at the meeting of the Board. Notice need not be given of regular meetings of the Board held at times and places fixed by resolution of the Board, except that notice of each resolution or other action affecting the date, time, and place of one or more regular meetings shall be given to each director not present at the meeting adopting such

resolution or other action. Notice shall be deemed given effectively if given in person or by telephone, mail addressed to such director at such director's address as it appears on the records of the Corporation, facsimile, e-mail or by other means of electronic transmission. Notice of the place, if any, date and time of each special meeting of the Board shall be given to each director by mail at least two days before the special meeting, or by telephone or electronic transmission (including e-mail) or delivery in person not later than the day before the day of the meeting. Directors may waive notice of any meeting in writing (including by electronic transmission), and the attendance of any director at a meeting shall constitute a waiver of notice of such meeting except when a director attends a meeting for the express purpose of objecting, at the beginning of such meeting, to the transaction of any business because the meeting is not lawfully called or convened. A notice or waiver of notice of a meeting of the Board need not specify the purpose or purposes of the meeting.

2.7. Quorum and Manner of Acting. The presence of a majority of the entire Board constitutes a quorum. The affirmative vote of a majority of the directors present at a meeting shall be the act of the Board, unless otherwise provided by law, the certificate of incorporation, or these bylaws.

2.8. Action by Unanimous Written Consent in Lieu of a Meeting. Board action may be taken without a meeting if all the directors consent thereto in writing (including by electronic transmission), and the writing or writings are filed with the records of the Corporation.

2.9. Meeting by Telephone, Video Conference or Similar Communications Equipment. Directors may participate in any meetings of the Board or any committee thereof through conference calls, video conference or other forms of communication that permit participants to hear and be heard by all other participants, and participation in such meeting shall constitute the presence in person by such director at such meeting.

2.10. Resignation and Removal. Any director may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the Chair, President or Secretary, unless otherwise specified in the resignation. One or more of the directors may be removed, with or without cause, by a two-thirds vote of the Members entitled to vote in the election of such director at a special meeting of the Members called expressly for that purpose.

2.11. Vacancies. Vacancies on the Board, whether caused by resignation, death, disqualification, removal, an increase in the authorized number of directors or otherwise, may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, or by a sole remaining director or action of the Members entitled to vote for the election of directors. A director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the director whom he or she has replaced, a successor is duly elected and qualified or the earlier of such director's death, resignation or removal.

ARTICLE III.

COMMITTEES

3.1. Committee Composition and Authority.

(a) The Board may designate one or more committees. Committees may have Board authority to the extent permitted by law and delegated by the Board or in these bylaws. All other committees are advisory.

3.2. Procedures, Quorum and Manner of Acting. Each Board Committee shall fix its own rules of procedure; the presence of a majority of the then-appointed members of a Board Committee shall constitute a quorum; the vote of a majority of the members of the Board Committee present shall be the act of such committee. In the absence or disqualification of a member of a Board Committee, the member or members present at any meeting and not disqualified from voting, whether or not the member or members constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

3.3. Action by Unanimous Written Consent in Lieu of a Meeting. Committee action may be taken without a meeting if all the members consent thereto in writing (including by electronic transmission), and the writing or writings are filed with the records of the committee.

3.4. Term and Termination. In the event any person shall cease to be a director of the Corporation, such person shall simultaneously therewith cease to be a member of any Board Committee.

ARTICLE IV.

OFFICERS

4.1. Election and Qualifications. The Board shall elect the officers of the Corporation, which shall include a President, Treasurer, and a Secretary. The officers may include a Chair, Vice-Chair, one or more Vice-Presidents and such assistant secretaries, such assistant treasurers and such other officers as the Board may from time to time determine. Each officer shall have such powers and duties as may be prescribed by these bylaws and as may be assigned by the Board. Any two or more offices may be held by the same person, except that no one person may hold the offices of both President and Treasurer.

4.2. Term. Each officer shall serve for a term of one year following his or her election or appointment and until such time as his or her respective successor is elected and qualified or until his or her earlier death, resignation or removal. Any vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board.

4.3. Resignation and Removal. Any officer may resign at any time upon written notice to the Corporation. Any officer may be removed from office, with or without cause, at any time by the Board.

4.4. Duties and Authority. The officers shall have such duties and authority as customarily pertain to their office except as modified by these bylaws or the Board.

(a) *Chair and Vice-Chair.* The Chair shall preside over member and board meetings. In the absence or disability of the Chair, the Vice-Chair shall exercise the powers and perform the duties of the Chair until a replacement chair is elected or the disability of the Chair is removed.

(b) *President.* The President shall have general management and supervision of the property, business and affairs of the Corporation and over its other officers; may appoint and remove assistant officers and other agents and employees, other than officers referred to in this Article; and may execute and deliver in the name of the Corporation powers of attorney, contracts, and other obligations and instruments.

(c) *Vice-President.* A Vice-President may execute and deliver in the name of the Corporation contracts and other obligations and instruments pertaining to the regular course of the duties of said office, and shall have such other authority as from time to time may be assigned by the Board or the President.

(d) *Treasurer.* The Treasurer shall be responsible for the receipt and disbursement of all monies of the Corporation, shall keep proper books of accounts of such receipts and disbursements, and shall prepare financial statements in such forms and at such times as may be required by the Board or the President.

(e) *Secretary.* The Secretary shall prepare or supervise the preparation of the minutes of the meetings of the Board and the Members, have custody of the books, records, and documents (other than those maintained by the Treasurer), and shall attest deeds, contracts, leases and other legal instruments and formal documents and shall perform such other duties as may be assigned by the Board or the President.

(f) *Assistant Officers.* Any assistant officer shall have such powers and duties of the officer such assistant officer assists as such officer or the Board shall from time to time prescribe.

(g) *Other Officers.* Other officers may be elected by resolution of the Board and shall have such powers and duties as may be prescribed in such resolution.

ARTICLE V.

MISCELLANEOUS PROVISIONS

5.1. Indemnification of Directors and Officers.

(a) The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person ("Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), by reason of the fact that such person is or was a director or officer of the Corporation, or while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another company, partnership, joint venture, employee benefit plan, trust or other enterprise, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in such Proceeding. Notwithstanding the preceding sentence, except as provided in paragraph (c) of this Article the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

(b) The Corporation shall, to the fullest extent not prohibited by law, pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition; *provided, however*, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it is ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article or otherwise.

(c) If a claim for indemnification (following the final disposition of the Proceeding for which indemnification is sought) under this Article is not paid in full within 60 days after a written claim therefor by the Indemnified Person has been received by the Corporation, or a claim for advancement of expenses under this Article is not paid in full within 30 days after any statement therefor has been received by the Corporation, the Indemnified Person shall thereupon be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Indemnified Person shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

(d) Any right to indemnification or to advancement of expenses of any Indemnified Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of this Article after the occurrence of the act or omission that is the subject of the Proceeding for which indemnification or advancement of expenses is sought.

(e) The rights conferred on any Indemnified Person by this Article shall not be exclusive of any other rights that such Indemnified Person may have or hereafter acquire under any statute, the certificate of incorporation, these bylaws or any agreement,

or any vote of Members or disinterested directors or otherwise. This Article shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify or to advance expenses to persons other than Indemnified Persons when and as authorized by appropriate corporate action.

5.2. Manner of Notice and Waiver of Notice. Except as otherwise provided in the certificate of incorporation or these bylaws, notices and waivers of notice shall be in writing and delivered in any manner permitted by M.R.S. Title 13-B Maine Nonprofit Corporation Act. Whenever written notice is required to be given by law, the certificate of incorporation or these bylaws, a written waiver signed by the person entitled to notice whether before or after the time stated in such notice, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

5.3. Amendments. Except as otherwise provided in the certificate of incorporation or these bylaws, these bylaws may be amended or repealed, and new bylaws may be adopted by a majority of the Members entitled to vote in the election of directors. The Board shall also have the authority to amend or repeal and adopt new bylaws subject to the foregoing power of the Members and except as provided by applicable law. Notwithstanding the foregoing, no amendment, alteration, change or repeal of these Bylaws shall be effected which will result in the denial of tax-exempt status to the Corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended.

Adopted by the Incorporator on April 24, 2017

RESOLUTION

BOARD OF SELECTMEN OF THE TOWN OF MOUNT DESERT

WHEREAS, the Town of Mount Desert (the “Town”) is faced with substantial challenges in meeting its burden of maintaining a vibrant year-round community as its popularity as a destination for summer residents has increased significantly over the past decade; and

WHEREAS, in 2012, at the Town’s request, the Urban Land Institute convened a Technical Assistance Panel to develop recommendations for revitalizing the Town as a year-round community which are reflected in a report dated July 16, 2012 (the “TAP Report”); and

WHEREAS, the issues identified in the TAP Report have continued to cause problems over the past five years and the Town is currently faced with (i) a critically insufficient supply of workforce housing for year-round residents as well as seasonal workers due in part to affordable properties being acquired and converted into up-scale housing for summer residences (ii) a significant further decrease in the year-round population because year-round workers can no longer afford to live in the Town, (iii) a stagnant economy for year-round businesses due to the loss of the off-season customer base, (iv) difficulty in attracting new businesses to stimulate the local economy and serve the needs of both year-round and summer residents due to the high cost of housing and other unfavorable market conditions, (v) a Main Street that has carried vacant lots for longer than desirable, and (vi) increased automobile congestion, particularly in the summer months, as increasing numbers of workers (both year-round and summer) who live outside the Town must travel to and from work over a single bridge on a daily basis; and

WHEREAS, despite these challenges, the Town has significant community assets that should be attractive to year-round residents, including an excellent elementary school, a strong commitment of summer residents to the revitalization and continued well-being of the Town, some large and stable employers, and the willingness of year-round and summer residents to collaborate on strategies to support the Town’s revitalization; and

WHEREAS, the Board of Selectmen (the “Board”) is committed to meeting the challenge of revitalizing the Town as a year-round community as demonstrated by (i) following through on certain of the recommendations included in the TAP Report, (ii) creating a Village Center Planning Committee to formulate a Northeast Harbor Village improvement plan, (iii) recommending funding of design and engineering work to implement the plan, (iv) pursuing options to increase the spectrum of affordable year-round housing, and (v) promoting revitalization of the Town's commercial district through potential collaboration with a nonprofit organization formed for that purpose;

NOW THEREFORE BE IT, RESOLVED, that the Board acknowledges the need for the Town to take additional affirmative steps to address the problems set forth above; and

FURTHER RESOLVED, that the Board, in conjunction with the Town Manager and other Town officials, will support the creation and work in collaboration with, a new nonprofit organization, Mount Desert 365, which is formed specifically to develop and implement

solutions for increasing the supply of affordable workforce housing for year-round residents and revitalizing the Town's commercial district.

Date

John B. Macauley, Chairman

Date

Dennis Shubert, Vice Chairman

Date

Matthew Hart, Secretary

Date

Gordon Beck

Date

Martha Dudman



Town of Mount Desert

Durlin E. Lunt Jr., Town Manager

21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248

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

Web Address www.mtidesert.org

manager@mtidesert.org

To: Board of Selectmen

From: Durlin E. Lunt

DEL

Date: June 14, 2017

Subject: Personnel; Policy Updates

The following updates bring the personnel policy in conformance with votes by the Board of Selectmen and the Annual Town Meeting of May 2, 2017 concerning retirement options for the Town of Mount Desert.

7.10.1.1 MEPERS

Establishes that eligible Public Safety employees (police, fire, harbormasters) may participate in PLD Plan 2 C. This plan allows the employee to retire from the town after 25 years of eligible service regardless of employee age.

7.10.1.3

Determines the rate of mandatory employer and employee contributions for MEPERS plans AC and 2C

7.10.2 ICMA 401(a)

7.10.2.1 Plan 1 ICMA 401 (a)

Allows ICMA 401(a) participants to choose to choose their contribution rates. They have the option of taking the minimum employee and employer rate (6.5%), or choosing the employee and employer contribution rate equivalent to the MEPERS PLD plan they would be a member of were they not an ICMA 401(a) participant. As of July 1, 2017 the rates are employee (8.0%) and employer (9.6%) for MEPERS PLD AC (non- public safety), and employee (8.0%) and employer (10.1%) for PLD 2C (public safety)

Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving-
Christmas Day

7.9 RELIGIOUS HOLIDAYS

The Town respects the right of each employee to worship as his or her faith dictates. Any employee wishing to observe religious holidays other than those above may use vacation or substitute other religious holidays on an hour for hour basis.

7.10 RETIREMENT PLANS

The Town offers a choice of retirement benefits of the International City Managers Association Retirement Corporation and the Maine State Retirement System, MEPERS.

Mandatory employee contributions required of any plan regardless if it is an ICMA plan or MEPERS shall be automatically withheld from the employee's pre-tax wages per pay period by the Administration Department of the Town. Any voluntary employee contributions for these same plans, as applicable, shall be made the same way as mandatory contributions using post-tax dollars.

Copies of all current plans are available upon request from the Town Clerk's office. Electronic PDF copies are also available on the Town's shared files.

7.10.1 MEPERS

Eligible employees may choose to participate in the Maine State Retirement System, MEPERS. There is a mandatory employee and employer contribution required and set by MEPERS.

7.10.1.1

~~7.10.1.1 For eligible participating Public Safety employees, said eligibility to be determined by MEPERS and the Town, effective January 1, 2017, the Town will participate in MEPERS PLD Plan 2C. This plan allows an eligible full time Public Safety employee to retire from the Town after 25 years of eligible service regardless of employee age. For eligible participating Public Safety employees, said eligibility to be determined by MEPERS and the Town effective July 1, 2017, the Town will participate in MEPERS PLD Plan 2C. This plan allows an eligible full~~

Formatted: Font color: Red

time Public Safety employee to retire from the Town after 25 years of eligible service regardless of employee age.

7.10.1.2 All eligible non-Public Safety employees participating in MEPERS shall participate in MEPERS PLD Plan AC.

7.10.1.3 Mandatory Financial Contributions: MEPERS determines the rates for the Town and eligible employee mandatory contributions for its programs. ~~As of adoption of the revised Personnel Manual and Policies handbook dated September 19, 2016, the mandatory employee contribution for both MEPERS plans described above is eight percent (8.0%) of the employee's pre-tax wages; the Town's mandatory contribution is nine-and-one-half percent (9.5%) of the employee's wages. Effective July 1, 2017 the mandatory employee contribution for MEPERS PLD AC is eight-percent (8.0%) of the employees pre-tax wages; the Town's mandatory contribution is nine-and-six tenths(9.6%) of the employees' pre-tax wages. For MEPERS PLD 2C the mandatory employee contribution is eight-percent (8.0%) and the mandatory employer contribution is 10-and-1 tenth percent (10.1%) of the employees pre-tax wages.~~ These rates are subject to change. The Town Clerk can provide eligible employees the applicable rates at the time of their consideration of participating in MEPERS.

7.10.1.4 An eligible employee is vested:

- Members in service on or after October 1, 1999, must have five (5) years of creditable MEPERS service to become vested.
- Any member whose last date of MEPERS service was before October 1, 1999, must have ten (10) years of creditable service to become vested.
- The definition of creditable service is as dictated by MEPERS and described in the MEPERS plan.

7.10.2 ICMA 401(a)

The Town offers two ICMA 401(a) defined contribution plans to eligible employees entitled "Governmental Money Purchase Plan & Trust". Herein the two plans are described as Plan 1 and Plan 2, each with their own account number.

7.10.2.1 Plan 1 ICMA 401(a) - Financial Participation/Contributions: ~~The Plan-1 maximum contribution rate by a participating employee shall be equivalent to the Town's MEPERS mandatory contribution per participating MEPERS employee. The Town shall make a match equal to this amount for each Plan 1 participating employee. This amount is subject to changes in the MEPERS mandatory employee contribution rate as described in Section 7.10-1.4 above.~~

~~Should a Plan 1 participating employee choose to contribute less than the Town's MEPERS mandatory contribution per participating MEPERS employee, the Town shall match the Plan 1 participating employee's contribution.~~

Formatted: Indent: Left: 0.5"

As a minimum and regardless of the MEPERS mandatory employee and employer contribution rates, a Plan 1 participating employee shall be required to make a mandatory contribution of six and one-half percent (6.5%) and the Town shall make a mandatory contribution of six and one-half percent (6.5%). Financial Participation/Contributions: A participating employee upon enrollment in Plan 1 may irrevocably elect the contribution rates that will apply to his/her participation in plan 1. The minimum mandatory contribution rate of a participating employee shall be six-and-one-half percent (6.5%) and the Town shall make a mandatory contribution of six-and-one-half percent (6.5%).

Alternatively, a participating employee may irrevocably elect that the employee contribution rate be equal to the MEPERS mandatory employee contribution for the MEPERS PLD plan in which the employee would be a member if the employee were not a participant in ICMA 401(a) Plan 1. The Town's contribution rate shall be equivalent to the MEPERS mandatory employer contribution for the MEPERS PLD plan in which the employee would be a member if the employee were not a participant in ICMA 401(a) Plan 1. These contribution rates are subject to change as the MEPERS mandatory contribution rates change as described in Section 7.10.1.3 above. The Town Clerk can provide eligible employees the applicable rates at the time of their consideration of participating in Plan 1.

A participating employee is one-hundred percent (100%) vested in Plan 1 after five years of eligible service in accordance with plan requirements.

7.10.2.2 Plan 2 ICMA 401(a) - Financial Participation/Contributions: Plan 2 does not include a mandatory contribution by a participating employee; it does include a mandatory contribution by the employer. The Town's mandatory contribution as of adoption of the revised Personnel Manual and Policies handbook dated September 6, 2016 is one-and-one-tenth percent (1.1%). The participating employee has the option to make a voluntary contribution up to but no greater than five percent (5.0%) in post-tax wages but is not required to do so.

A participating employee is one-hundred percent (100%) vested in Plan 2 upon the employees date of enrollment in the plan.

7.10.3 ICMA 457 Deferred Compensation Plan

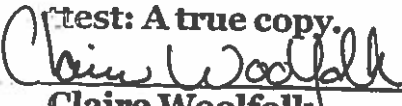
Employees may participate in a self-funded 457 plan using pre-tax dollars offered through ICMA. Employees may also participate in other self-funded retirement plans offered through ICMA or others identified by the Town Manager and/or the employee and approved by the Board of Selectmen.

Within six (6) months after adoption of the revised Personnel Manual and Policies handbook dated September 6, 2016, the Town Manager shall have identified two (2) companies in addition to ICMA that offer specific self-funded (the employee contributes, the Town does not) retirement plans for employees to consider. If an employee selects a plan they would like to participate in, the Town Manager shall

TOWN OF MOUNT DESERT, MAINE
NOTICE OF BOARD OF SELECTMEN'S MEETING TO AUTHORIZE
BORROWING UP TO \$1,213,119

The Town of Mount Desert will hold a Selectmen's Meeting on June 19, 2017, at 6:30 p.m. in the Meeting Room of the Town Hall at 21 Sea Street in Northeast Harbor, Maine to consider authorization of the issuance of a bond of the Town in a principal amount not to exceed \$1,213,119 to finance: 1) roadway improvements to Route 198; 2) improvements to the street lights in the Town; 3) professional services related to proposed improvements to Main Street; 4) costs related to installing equipment to provide residents access to high speed broadband internet, cable and television services; 5) costs relating to the completion of the Otter Creek Landing Reconstruction Project in the Village of Otter Creek; 6) the Town's portion of project costs for professional services for planning and technical study related to roadway improvements in the Village of Northeast Harbor and in the Village of Seal Harbor; and, 7) a Plan Modification with the Maine State Retirement System.

The public is invited to attend. Written comments received before the meeting will be considered.

Attest: A true copy.

Claire Woolfolk
Town Clerk, Mount Desert

UNITED STATES OF AMERICA
STATE OF MAINE
TOWN OF MOUNT DESERT, MAINE
2017 GENERAL OBLIGATION BOND
\$1,213,119
JUNE 27, 2017

**CERTIFICATE OF CLERK REGARDING ORGANIZATION, AUTHORIZATION,
INCUMBENCY, SIGNATURES, LITIGATION AND OTHER MATTERS**

Claire Woolfolk, duly appointed and qualified Clerk of the Town of Mount Desert, Maine (the "Town"), certifies as follows with respect to the issuance and sale of the above-referenced General Obligation Bond (the "Bond"):

1. The Town of Mt. Desert was incorporated by the Massachusetts Legislature on March 17, 1789. Chapter 97 of the P&S Laws of 1929 – An Act to Provide Better Government for the Town of Mount Desert. The Town of Mount Desert adopted a charter in 1996 and it has been amended, most recently in May of 2010. The Charter is in full force and effect without further amendment to date. It contains no condition or limitation on borrowing by the Town. A true copy of the Charter is attached as Exhibit A.

2. A true copy of minutes of the Mount Desert town meeting held on May 1 and May 2, 2017, at which voters approved articles authorizing the borrowing of not more than \$1,313,119 to finance the following projects:

- a. Route 198 Project – \$500,000
- b. Streetlight Project – \$32,500
- c. Design Project – \$274,000
- d. Broadband Project – \$350,000
- e. Otter Creek Project – \$33,500

f. MePERS Project – \$103,119

g. Route 3 Project – \$20,000

is attached as Exhibit B. Notice of the meeting and all articles voted on therein was provided in accordance with the terms of the Town's Charter.

3. A true copy of the minutes of the Selectmen's meeting held on June 19, 2017, at which the borrowing of not more than \$1,213,119 to finance the Projects listed above and the issuance of the Bond were approved, is attached as Exhibit C. The resolutions set out in those minutes have neither been amended nor repealed.

4. A true copy of the notice of the June 19, 2017, public meeting of the Selectmen of the Town to consider authorization issuance of the Bond which was posted and delivered in accordance with the law is attached as Exhibit D.

5. The borrowing anticipated hereby will not cause total debt of the Town to exceed statutorily imposed limitations on municipal debt, including those set out in 30-A M.R.S.A. 5702 and 5703. The Town is not subject, by other law or by contract, to any other limitations on its public debt.

6. The Town has not entered into any agreement to share its assessed valuation with any other municipality pursuant to Chapter 223, subchapter V of Title 30-A, of the Maine Revised Statutes, as amended, and no such agreement is presently contemplated.

7. No bond or note of the Town has been issued and outstanding pursuant to the authorizations described above.

8. No petition or other proceeding seeking a recount or review of the actions approving the Bond described above has been filed or initiated and no resolve, order or proceedings central to the issue or sale of the Bond has been repealed or amended or is currently being challenged or

reconsidered. No proceedings relating thereto have been taken other than those of which certified copies have been delivered to Eaton Peabody.

9. There is no litigation, action, suit or proceeding or, to my knowledge after diligent inquiry, circumstance or inquiry or investigation at law or in equity before or by any public board or threatened against or affecting the Town or its property or any basis therefore, to restrain or enjoin the execution, issuance or delivery of the said Bond or the levy or collection of the revenues pledged therefore to pay the interest on, or the principal of the said Bond, or in any manner questioning the authority or proceedings for the execution, issuance and delivery of the said Bond or for the collection of said revenues or relating to the said Bond or effecting the validity thereof or the collection of said revenues, or wherein an unfavorable decision, ruling or finding would adversely affect the execution, issuance and delivery of the Bond or the validity of the enforceability thereof, the financial condition of the Town or its ability to make payment of principal and interest on the Bond as and when due. Neither the corporate existence nor the boundaries of the Town, nor the title of any of its respective officers is being contested.

10. The execution and delivery of the Bond and the performance of the obligations of the Town thereunder do not and will not violate or constitute a default under any order of any court or government agency, and do not and will not violate or constitute a default under any agreement, indenture, mortgage, lease or any other obligation or instrument to which the Town is bound, and approval or other action by any governmental authority or agency is required in connection therewith.

11. The Bond will be duly executed by the Town by its Treasurer and countersigned by a majority of its Municipal officers under the seal of the Town attested by its Clerk, awarded and delivered to Bar Harbor Bank & Trust.

12. The persons set out below are the duly elected or appointed and qualified incumbent officials holding the offices set out next to their respective names; the signature appearing by each official's name is the true signature of that person.

<u>Name</u>	<u>Term Expires</u>	<u>Signature</u>
John B. Macauley, Chairman	2020	_____
Matthew Hart, Vice Chairman	2019	_____
Wendy Littlefield, Secretary	2019	_____
Martha Dudman, Selectman	2018	_____
James F. Mooers, Selectman	2020	_____
Kathryn A. Mahar, Treasurer	Appt.	_____
Claire Woolfolk, Town Clerk	Appt.	_____

[The remainder of this page is intentionally left blank.]

WITNESS my hand and the seal of the Town as of this 27th day of June, 2017.

[SEAL]

Clerk



MOUNT DESERT POLICE DEPARTMENT BAR HARBOR POLICE DEPARTMENT

James K. Willis, Chief of Police

jwillis@mdpolice.org

jwillis@barharbormaine.gov



BHPD

37 Firefly Lane

Bar Harbor, Maine 04609

Tel: 207-288-3391

MDPD

21 Sea Street, PO Box 248

NE Harbor, ME 04662

Tel: 207-276-5111

MEMO

To: Town Managers Lunt and Knight
From: Police Chief James Willis
Re: Radio Upgrade to accommodate use of ANP Frequency(s)
Date: June 13, 2017

For several years we have been attempting to improve two way radio communications for public safety in Bar Harbor and Mount Desert. Recently, Officials at Acadia National Park (ANP) formally offered us the use of a newly acquired ANP frequency. A recently signed Radio Frequency Use Agreement with ANP is attached for reference. We've tested the frequency across both towns and find that it works very well and far surpasses the functionality of what we are currently using. The ANP frequency is operated on a digital platform. Our cruisers and portable radios are compatible; our dispatch radios in both towns are not. Both towns need to purchase new equipment to facilitate use of the frequency(s) being offered by ANP. Required funding for the project totals \$28,913.50 and will be split evenly between Bar Harbor and Mount Desert.

The ANP frequency has been offered by ANP Officials as an "Island Wide Law Enforcement Frequency" that could grow to be used for all Law Enforcement agencies on MDI. The first step in this plan is to bring BHPD and MDPD onto the frequency together with ANP Rangers performing Law Enforcement tasks.

Since combining our patrol schedules into one, and because neither town's radio system provides full coverage in both towns, law enforcement communications have been occurring on a shared (borrowed) frequency that is licensed to the Hancock County Sheriff. The use of that frequency is facilitated by a Memorandum of Understanding (attached). The shared equipment purchase related to that MOU was split evenly between Bar Harbor and Mount Desert in 2015. We plan to continue the use of this frequency as our back up to the new ANP frequency. Because of the way equipment is being swapped around in this current project to help control costs, Mount Desert will be receiving some equipment that was originally purchased jointly with Bar Harbor. That piece of shared equipment which facilitates operation of the Hancock County Sheriff's frequency will now be an older radio that is adequate for the task. I'm working to find out a fair value for this downgrade in equipment so that Mount Desert can compensate Bar Harbor for it, we will accomplish that in another transaction.

The required equipment changes and related costs were engineered by Browns Communication in Ellsworth. Using their specs, we obtained competitive bids from two other Motorola dealers. Browns Communication price quote is \$28,913.50, Hussey Communications quote is \$32,468.00 and Whitten's 2-Way price is \$49,350.00. Browns, Hussey's and Whitten's original quotes had the entire project under one quote without separating the costs for each town. I've since asked Brown's to divide the quote to represent each town's actual costs (attached). Each town's cost share is equal for this project and each town will solely own the equipment listed in their respective proposals.

For Bar Harbor, this memo will accompany a formal purchase order for Browns Communication for \$14,456.75. As of July 01, 2017 the balance of Bar Harbor's Communication CIP will be \$25,376.00.

For Mount Desert, the balance of the Communications Reserve will be \$129,285.00 on July 01. I'm asking for the release of \$14,456.75 from the Communications Reserve Account # 4040800-24406 and for permission to expend those funds.

If approved, we plan to work with Brown's to get things ready for implementation after July 01, 2017.

Brown's Communications, Inc

162 Bangor Road, Suite B
Ellsworth, ME 04605
207-667-2254
Fax 207-667-6335

Proposal

Proposal For:

From: Rick Hunnewell

Chief Willis
Mount Desert Police Dept

Date: 6/9/2017

Valid for: 60 Days

Quantity	Model Number	Description	Unit Price	Total
Dispatch Upgrade				
0.5	GTR8000	Motorola VHF Control Station		\$ 5,387.50
1	GPW8000	Motorola VHF Receiver		\$ 7,625.00
0.5	Antenna Relay	Antenna Switch kit		\$ 437.50
1	Misc	Telco/Hookup Wire and Installation Supplies		\$ 50.00
1.5	Labor	Setup & Configure Loaner VHF Repeater for Cadillac		\$ 102.00
1	Labor	Reconfigure GTR8000 & Install Antenna Relay		\$ 68.00
2.25	Labor	Install Reconfigured GTR8000 and new GPW8000		\$ 153.00
1	Program	Reprogram Dispatch Consoles for new channel		\$ 68.00
2	Labor	Reconfigure MTR2000 for Cadillac		\$ 136.00
2	Labor	Install new GTR8000 and GPW8000 Receivers		\$ 136.00
1	Program	Reprogram Dispatch Consoles for new channel		\$ 68.00

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



MOTOROLA

Authorized Two-Way
Radio Dealer

Equipment	\$ 13,500.00
Labor	\$ 731.00
Travel	\$ 200.75
Shipping	\$ 25.00
Total	\$ 14,456.75

Acceptance Signature

Date

winning
bid

Revised so it includes only MD costs

Brown's Communications, Inc

162 Bangor Road, Suite B
Ellsworth, ME 04605
207-667-2254
Fax 207-667-6335

Proposal

Proposal For:

Chief Willis
Bar Harbor & Mount Desert PD's

From: Rick Hunnewell

Date: 6/9/2017

Valid for: 60 days

Quantity	Model Number	Description	Unit Price	Total
BHPD & MDPD Dispatch upgrade				
1	GTR8000	Motorola VHF Control Station inc. Analog Conv. SW, Ant. Relay, and Rack Hdwr		\$10,775.00
2	GPW8000	Motorola VHF Receiver inc. 2 RX modules, Analog Conv. SW, Rack Hdwr	7625	\$15,250.00
1	Antenna Relay	Antenna Switch kit for existing GTR8000 rptr.		\$875.00
1	Misc.	Telco/Hookup Wire and Installation Supplies		\$100.00
3	Labor	Setup/Configure Loaner VHF Repeater Install on Cadillac Mtn. Site and remove GTR8000	68	\$204.00
2	Labor	Reconfigure removed GTR8000 to be used as Control Station, Install new Antenna Relay	68	\$136.00
4.5	Labor	Install reconfigured GTR8000 and new GPW 8000 receivers at MDPD Dispatch. Remove MTR2000	68	\$306.00
2	Program	Reprogram 2 Dispatch Consoles for new channels		\$136.00
4	Labor	Reconfigure removed MTR2000 to be used as repeater and install on Cad. Mtn. Site/remove loaner	68	\$272.00
4	Labor	Install new GTR8000 and GPW8000 receivers at BHPD Dispatch	68	\$272.00
2	Program	Reprogram 2 Dispatch Consoles for new channels		\$136.00

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



MOTOROLA

Authorized Two-Way
Radio Dealer

Total Equipment	\$27,000.00
Labor	\$1,462.00
Travel 4 days	\$401.50
Shipping	\$50.00
Total	\$28,913.50

Acceptance Signature

Date

winning
1312 - includes Both Towns, MD store = 14,456.75

QUOTATION

HUSSEY COMMUNICATIONS INC.

RR# 3 BOX 6980

PATTERSON AVENUE

WINSLOW, MAINE 04901

(207) 872-8406

(207) 873-6699

1-800-281-1159

TO:

Bar Harbor / Mt. Desert PD

ATTN: Chief James Willis

jwillis@mdpolice.org

DATE:	6/12/2017	SALESPERSON	PETER G. HUSSEY	
ITEM	QTY.	DESCRIPTION	PRICE EACH	AMOUNT
1	1	GTR8000 VHF analog only Control Station		\$12,700.00
2	2	GPW8000 VHF analog only Receiver with 2 RX modules	\$8,275.00	\$16,550.00
3	1	Antenna Relay Assembly for GTR8000 Station		\$998.00
4	1	Installation Supplies		\$100.00
Provide and install 1 new GTR8000 station and 2 new GPW8000 receivers. Reconfigure existing GTR8000 repeater and MTR2000 control station and swap. Reconfigure and reprogram 2 consoles at each dispatch location for new channels. Test and verify operations.				
			Sub total:	\$30,348.00
			Labor	\$1,560.00
			Shipping & handling:	\$75.00
			Travel	\$485.00
			You pay this amount:	\$32,468.00

THIS QUOTATION IS VALID FOR THIRTY DAYS FROM THE ABOVE DATE, AND REFLECTS THE PURCHASE OF THE ENTIRE PACKAGE QUOTED, AS WELL AS MAINE STATE SALES TAX WHERE APPLICABLE.

Reject - includes Both towns - MD store 16.324



Whitten's 2-Way Service, Inc.
 155 Robertson Boulevard
 Brewer, ME 04412
 (207) 989-2435
 Fax: (207) 989-2472
www.whittens2wayservice.com

Invoice #:

Quote #: BHPD061217

Customer Number: _____		Contact Number: 207-288-3391	
BILL TO		Contact Number(2): _____	
Customer: Bar Harbor Police Department		SHIP TO jwillis@barharmaine.gov	
Attn: Chief James Willis		Customer: Bar Harbor Police Department	
Billing Address: 37 Firefly Lane		Attn: Chief James Willis	
City/State/Zip: Bar Harbor, ME 04609		Shipping Address: 37 Firefly Lane	
		City/State/Zip: Bar Harbor, ME 04609	
Quote Date: 6/12/2017		Quote valid for: 45 Days	
PO #/Reference # _____		Shipping Info: _____	
Order Date: _____		Date Required: _____	
Shipped VIA: _____		FOB: _____	
Payment Terms: 50% Down, Net 10		End User/Unit: _____	

Quantity		Part/Model #/Labor	Serial #	Description	Unit Price	Extended
Required	Back-Order					
1		GTR8000		Motorola VHF Control Station	\$ 11,700.00	\$ 11,700.00
2		GPW8000		Motorola VHF P25 Receiver	\$ 15,800.00	\$ 31,600.00
1		Ant Switch Kit		Antenna Switch kit for Rptr	\$ 950.00	\$ 950.00
1		W2W-SK1		Misc. base installation	\$ 300.00	\$ 300.00
				supplies		
45		LABOR		Labor to:	\$ 100.00	\$ 4,500.00
				Remove existing radio at		
				Cadillac, convert for base		
				operation, reinstall. Install		
				new radios at MDPD.		
				Reprogram console for new		
				channels.		
				Test and document.		
1		TRAVEL		Travel for job	\$ 300.00	\$ 300.00

Credit Card/Check: _____
 Expiration Date: _____
 Drivers License #: _____

Equipment Sub-Total	\$ 44,550.00
Labor Sub-Total	\$ 4,500.00
Sales Tax	
Travel/Freight	\$ 300.00
Total	\$ 49,350.00

Programming/Installation/Extra Information:

F1	F5	F9	F13
F2	F6	F10	F14
F3	F7	F11	F15
F4	F8	F12	F16

Salesperson/Tech.: John R Kingsbury

Invoice Date: _____

Accepted By: _____

Date: _____

B F C

Reject. includes both Towns - MD share = 24,675

RADIO FREQUENCY USE AGREEMENT
between
Acadia National Park
and
Bar Harbor and Mount Desert Police Departments

This agreement is entered into by and between the United States Department of the Interior, National Park Service (NPS), acting through the Superintendent of Acadia National Park (Park) and the Bar Harbor and Mount Desert Police Departments (Police Departments), acting through their Shared Chief of Police.

ARTICLE I -- BACKGROUND AND OBJECTIVES

In support of public safety, interagency cooperation and officer safety, Acadia National Park requires radio communication access to the Bar Harbor and Mount Desert Police Departments radio frequencies. Similarly, Bar Harbor and Mount Desert Police Departments require radio communication access to the Acadia National Park radio frequencies.

Current island-wide municipal radio coverage for the Bar Harbor and Mount Desert Police Departments frequencies are severely limited by island topography, wattage restrictions, lack of available state wide municipal frequencies, and the locations and height of existing repeater antennas. Alternatively, one available NPS frequency pair can provide for consistent and reliable radio coverage for the Bar Harbor and Mount Desert Police Departments.

The use of the Acadia Emergency Services radio frequency pair (locally referred to as MDI LE) by the Bar Harbor and Mount Desert Police Departments and Acadia law enforcement rangers supports the goal of improving island-wide law enforcement communications and coordinating mutual aid responses for visitors, employees and residents of Mount Desert Island.

Park law enforcement rangers are routinely called back on duty after normal operational hours, when the Acadia dispatch operation is not staffed. Additionally, park patrols outside of routine dispatch coverage hours can leave law enforcement rangers without access to critical NCIC information. Bar Harbor Police dispatch has traditionally provided law enforcement rangers in the field with informal dispatch services during call-outs and after normal dispatch hours. The intent of this agreement is to formalize the agreement between the NPS and the towns of Bar Harbor and Mount Desert for the sharing of federal frequencies to establish an Island-Wide Public Safety/Law Enforcement Channel and provide availability for after-hours dispatch services for park law enforcement rangers.

ARTICLE II -- AUTHORITY

The Code of Federal Regulations, Title 47, Telecommunications, Part 90 to the end, separates radio frequency usage into distinctive Governmental and non-Governmental bands.

Sections 2.103 and 90.421 of the Federal Communications Commission (FCC) Rules and Regulations, and Parts 7.12 and 8.3.3 of the National Telecommunications and Information

Administration (NTIA) Manual of Regulations and Procedures for Federal Radio Frequency Management (NTIA Manual), require a mutually approved arrangement for a non-Government radio station to use any frequency authorized to a Government radio station.

ARTICLE III -- STATEMENT OF WORK

In consideration of the mutual benefits resulting from cooperative use of assigned radio frequencies, the parties hereby agree to the following:

NPS use of the Bar Harbor and Mount Desert Police Departments' frequencies:

Channel 1 Bar Harbor PD:	<u>XXX MHz</u> Transmit Frequency	<u>XXX MHz</u> Receive Frequency
Channel 2 Mount Desert PD:	<u>XXX MHz</u> Transmit Frequency	<u>XXX MHz</u> Receive Frequency

Bar Harbor and Mount Desert Police Departments use of NPS frequencies:

Channel 3 Acadia National Park (MDI LE):	<u>XXX MHz</u> Transmit Frequency	<u>XXX MHz</u> Receive Frequency
Channel 4 Acadia National Park (Operations):	<u>XXX MHz</u> Transmit Frequency	<u>XXX MHz</u> Receive Frequency

Channels 1, 2, and 4 – Departmental frequencies that authorize shared use for the purposes of public safety, joint operations and mutual aid.

Channel 3 – Is authorized for primary use by the Bar Harbor and Mount Desert Police Departments as their Law Enforcement frequency for dispatch and daily operations and the NPS for island-wide public safety communications, joint operations and mutual aid.

A. THE NATIONAL PARK SERVICE agrees to:

1. Follow the communication procedures established by the Police Departments.
2. Bear the costs of purchasing, installation, and management of the Cadillac federal repeater tower, radio communications building, and emergency power backup systems.
3. Provide updates to Bar Harbor Dispatch when the Acadia National Park Dispatch

schedule changes with the season. Acadia National Park Dispatch is typically operational from June – October 7:00 AM to Midnight; November – February 8:00AM to 4:30PM; March-May 8:00AM-6:00PM)

4. Submit a copy of this agreement through their authorized Bureau Radio Liaison (the Chief, NPS Radio Program Office) requesting issuance of a radio frequency authorization (RFA). Operations are not authorized until the RFA is approved by the NTIA unless a prior agreement and supporting RFA exists.

B. BAR HARBOR and MOUNT DESERT POLICE DEPARTMENTS agree to:

1. Purchase any equipment necessary for their departments to operate on the NPS-owned channel.
2. When ANP dispatch is not staffed, monitor and provide law enforcement and emergency dispatch services, free of charge, to NPS law enforcement rangers on the Acadia LE channel and the Bar Harbor and Mount Desert Police Department channels.

C. THE POLICE DEPARTMENTS and NPS mutually agree to:

1. Restrict use of the authorized frequencies to intercommunications between the Park and the Police Departments for the purpose of public safety and mutual aid communications.
2. Conform to all Federal Government operations under this agreement in all respects to any restriction or limitation imposed by the FCC.
3. To the full extent authorized by applicable law, to be liable for the acts and omissions of their respective employees, officers, agents, and representatives in connection
4. Bear all costs associated with the programming, servicing, and repairs of radios operated by each respective agency.

ARTICLE IV – TERMS OF THE AGREEMENT

This General Agreement will be effective for a period of five (5) years unless it is terminated earlier by one of the parties pursuant to the termination article that follows. It is the intent of the parties that this agreement will continue indefinitely through subsequent renewals.

ARTICLE V – TERMINATION AND MODIFICATION

A. *Termination:*

1. Either party may terminate this Agreement for any reason by giving ninety (90) days written notice. Neither party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the ninety (90) day period.
2. If either party fails to observe the terms and conditions of this Agreement, the other party may terminate this Agreement for default without any legal process whatsoever by giving ninety (90) days written notice of termination, the termination will be effective at the end of the ninety (90) day period.
3. The NPS may terminate this Agreement for the convenience of the Government, at any time, when it is determined to be in the best interest of the public to do so. The effected parties shall be notified within 5 working days following termination.

B. Modification

1. No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.
2. This agreement will be reviewed and re-certified every five years to validate continued operational requirements.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year written below:

 6/5/17

Signature and Date

Kevin Schneider

Typed Name

Park Superintendent

Title

Acadia National Park

Organization

 May 26, 2017

Signature and Date

Jim Willis

Typed Name

Chief of Police

Title

Bar Harbor & Mount Desert Police Departments

Organization

File:

1. Original: Park NPS Radio Coordinator
Bar Harbor & Mount Desert Chief of Police
2. Copy: NPS Regional Radio Coordinator
NPS Radio Program Office, WASO (Washington D.C.)
DOI Wireless Programs and Spectrum Management (WSPMO), Washington D.C.

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE SHERIFF'S OFFICE OF HANCOCK COUNTY AND THE TOWNS
OF MOUNT DESERT AND BAR HARBOR**

**Permission to Use Radio Frequencies associated with FCC Call Sign WQDS366,
with transmitter located on Cadillac Mountain**

WHEREAS, the Sheriff of Hancock County and Towns of Mount Desert and Bar Harbor, through their shared Police Chief, have come together to collaborate and agree that the Towns Of Mount Desert and Bar Harbor have permission to use the radio frequencies licensed to the Sheriff Of Hancock County as listed on the attached copy of the Federal Communications Commission's Radio Station Authorization which has been labeled as exhibit #1.

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the circumstances and conditions provided by the agreement;

- The Towns of Mount Desert and Bar Harbor radio frequencies currently being utilized for dispatching law enforcement are performing poorly for interoperability between the two agencies. Currently each town utilizes separate Law Enforcement frequencies which do not operate well outside of each towns borders. This is, in part, due to geographic obstacles and the effects of narrow banding and unidentified electronic interference. The two towns, while working together do not have a suitable means of communication and the need to improve communication is immediate.
- The Hancock County Sheriff's Office desires continued use of these frequencies and has not yet secured funding to purchase the necessary equipment to facilitate that use.

- The Towns of Mount Desert and Bar Harbor jointly agree to furnish, install and maintain any equipment required to make this frequency operable, available to them and to be responsible for installation and ongoing maintenance costs.
- The Hancock County Sheriff's Office acknowledges that the Towns of Mount Desert and Bar Harbor will utilize these radio frequencies for Public Safety Communications which will include communications between both towns' law enforcement agencies. Those agencies as well as the Hancock County RCC will be authorized to install this frequency within the dispatch centers to enhance communication. Each agency party to this agreement will also have full discretion to install and use the frequency in all of its mobile and portable radios.
- The Towns of Mount Desert and Bar Harbor acknowledge that, in addition to their own use of these frequencies, the Hancock County Sheriff's Office will utilize these frequencies as and when deemed appropriate by the Sheriff of Hancock County with professional consideration and discretion being exercised by both parties at all times. This frequency may be offered to other law enforcement agencies within Hancock County in order to enhance communications under the discretion of the Hancock County Sheriff, through collaboration and cooperation with the shared Police Chief for Mount Desert and Bar Harbor.
- If either party should choose to end this agreement, 180 days' notice shall be given to the other party, in writing to the Office of the Sheriff of Hancock County or to the Police Chief of the Towns of Mount Desert and Bar Harbor.
- It is understood that if and when this agreement is ended by either party, the Hancock County Sheriff's Office will retain full control of these radio frequencies and the Towns of Mount Desert and Bar Harbor will retain full ownership of any equipment purchases and or installed to facilitate this agreement.

We, the undersigned have read and agree to the conditions of this MOU. Further, we have reviewed the proposed project and approve it.

By Scott A. Kane

Sheriff Scott Kane

Hancock County Sheriff

Date 4/30/15

By _____

Chief James Willis

Mount Desert/Bar Harbor Police
Departments

Date _____

NEW BUSINESS

Town Clerk

Subject: FW: 6/20 TC Agenda, Polco

FOR June 19 Agenda

Durlin E. Lunt
Town Manager
Mount Desert, Maine
manager@mtdesert.org

(207) 276-5531

From: Nina St Germain [<mailto:barharborjewel@gmail.com>]
Sent: Monday, June 5, 2017 1:56 PM
To: Durlin Lunt
Subject: Fwd: 6/20 TC Agenda, Polco

Hi Mr. Lunt & Mt.Desert Selectpeople,

I would like to be placed on the agenda to present a concept to the Selectmen on 6/19 about the use of a new digital interface called Polco that Bar Harbor town Manager Cornell Knight referred me to.

I know some of you have already heard about Polco as it was in the April edition of the Maine Townsman ([Click here to read](#)).

Polco is an embedable interface that can be used for citizen engagement and polling with Facebook and website to poll, inform, collect information, and analyze resident information all in one place.

This is a highly useful concept as it replaces older, less convenient data collection tools such as Google polls, Facebook Polls, and Survey Monkey.

One of the great features of Polco is that it can be set up as a town and a region, which is why I am presenting this to the whole of MDI during June and the beginning of July. My hope is that it can be a fantastic tool for our individual towns but also for the island communication as a whole.

If set up with our whole island in mind, we can answer questions about shared services, continue conversations and build momentum around much larger issues like solving seasonal housing problems, long range school planning, and seasonal visitor issues.

Here's a Polco video that definitely explains its usefulness better than I can :)

https://www.youtube.com/watch?v=Wf7U_DQjCUA&feature=youtu.be

Hope to see you all soon,
Nina St.Germain
266-7321

How one community increased engagement with citizens

The City of Purcellville, Va., with a population of 10,000 residents, reached out in a different way and achieved results. Here are some lessons learned from its recent effort.

By Nick Mastronardi and Alex Pedersen,
for the National League of Cities

There is incredible wisdom and powerful data when civic engagement is done right. But when it's not, we get the unfortunately all-too-familiar sequence:

- A few squeaky wheels intimidate others at city council or town hall meetings.
- The silent majority remains silent.
- Cities spend time and resources trying to re-engage the silent majority through various communication channels.
- The fractured communication leaves citizens confused and not participating.
- The lack of participation fails to deliver data.
- The squeaky wheels and organized interests get their way.

Our organization, Polco, recently worked with the City of Purcellville, Va. to try a new approach to building an informed community, measuring sentiment and balancing the vocal few. Recognizing major shifts and improvements in technology, we designed a new online engagement process that's easier and more insightful for decision makers and for constituents. Below are our findings from this partnership. We're excited to share what we

Nick Mastronardi is the CEO and Founder of Polco, a civic engagement platform designed for local government. Prior to starting Polco, Nick served as a Senior Economist for both the President's Council of Economic Advisers and Amazon. Alex Pedersen is the COO and Co-founder of Polco. Prior to joining Polco, Alex served as strategy and operations analyst at Google. Before that, he served on the Political Science Faculty at the U.S. Air Force Academy in Colorado Springs, Colo. Alex holds a Bachelors degree in Operations Research from the Air Force Academy and a Master's in Public Policy from the Harvard Kennedy School.

COMING NEXT MONTH

Learn how one small Maine town uses social media and other means to engage as many citizens as possible, both young and old.

did together and how it's working, and we've highlighted five critical steps the City of Purcellville took because we believe they represent best practices in engagement.

1. Define an end state, and make a commitment to broad and long-term engagement that's easy and rewarding for your community.

The City of Purcellville wanted the community to be informed on many key initiatives (and limit misinformation), feel a part of the decision-making process, and wanted decision makers to have a strong pulse on community opinions and needs for these key decisions. This was not a single-issue effort. Taking this long-term and holistic approach meant that city leaders could build engagement into more components of their daily operations and solidify it as a habit among local officials and residents.

How engagement looks from community to community may vary dramatically – some may want to engage primarily with an annual survey, others may want to poll in real time on many issues, others may want to engage primarily to message-test or for get-out-to-vote campaigns. Whatever the objective, clearly stating it and receiving buy-in from stakeholders proved critical. Interestingly, this commitment does not necessarily imply an additional time or resource burden. In many cases, developing a long term

engagement plan can unify outreach channels, simplify operations, and ultimately save time.

2. Engage consistently and iteratively.

Our biggest role was to help with the "how" – the method of conducting this type of engagement. We thought that, ideally, the process of engaging should be the same every time so people knew what to expect. Whether through an online forum, a dedicated Facebook page, or (in our case) on Polco, having a single consistent place (emphasis added) to receive input from engagement creates habits among a community that keep people coming back naturally and reduces the need for outreach every time. In this case, the city posted additional policy polls about upcoming initiatives over the first few weeks of the campaign. This drew in additional members of the community and set the tone and pace for engagement into the future.

3. Reach more people for streamlined input.

With a plan in place, the next effort was to attract as much as of the community as possible. This may sound straightforward, but the idea of increasing the number of voices in a conversation can be understandably intimidating. However, with the right process to collect, verify, and organize that input, the volume can generate insight, not noise.

To reach the broadest base possible, we wanted to meet people where they already were online, let them engage there, and pipe input back to the central verifying and organizing database. This approach meant citizens could find opportunities to

engage via Facebook, email newsletters, embeddable response forms, and in other ways. The list doesn't even have to be limited to digital channels. For example, Purcellville will include a blurb and link on its upcoming utility bills. And by making sure that all of those outlets directed back to a central location online, there was no need to assemble data from various sources.

4. Report actionable and citable results.

Having the data is important, but organizing it to make it actionable and citable was a critical next step. For instance, it's often important to verify that those who are engaging actually live or own a property or business in your community, and collect key information such as specific location, gender or other demographics. We've seen this done manually through staff or automatically using a variety of platforms. In our case, we automatically organized the results by some interesting dimensions, such as district, to help understand geographic differences within the community. With that data in hand, the City of Purcellville had a strong understanding of how its constituents felt on specific policy initiatives and could make informed decisions based on those preferences. This is engagement with impact!

5. Reward engagement with a closed loop.

At the end of the day, this input was provided by residents, and the ability to keep engagement high is likely dependent on the city's ability to show respondents that their time had impact. We suspect the best way to do that is to communicate the outcome, and give them some closure on the issue. Regardless of whether a decision was made counter to their liking, we think closing the decision-making loop and explaining the outcome is critical to the long-term success of any engagement campaign, so we made it easy for the city to do so.

What's next?

We've seen great response rates from this campaign and others. Engagement is roughly 10 times that delivered by traditional methods, with nearly three percent of the population participating. But we think it's possible to do much more. Our target is 100 times the engagement of

traditional methods, with the goal of regularly engaging 30 percent of the population. More participation means more informed communities on the important city issues, with a wealth of clear and actionable data for decision makers. This is what public engagement will look like in the future.

Polco is a civic engagement platform that brings unbiased policies to voters and allows people to vote, give their opinions, and comment on policies by meeting them in the online spaces they choose: websites,

blogs, emails, mobile applications, and embedded or independent widgets. Polco is an agile, social tool that enables rich data collection to ensure a wide spectrum of voices are heard and sentiment recorded. When users input their concerns, elected officials can review their validated constituents' votes and comments to make informed and thoughtful decisions about upcoming policies. If you are interested in learning more about this case study or Polco, please contact Nick Mastronardi at nick@polco.us. ■

PretiFlaherty



WILLING TO

THINK DIFFERENTLY

We are proud to partner with our clients to pursue innovation and think differently about the future of municipal law. Preti Flaherty's experienced team of municipal law attorneys represents cities and towns of all sizes throughout Maine on general and complex matters.

A RESOURCE FOR KEY MUNICIPAL ISSUES

NorthernNewEnglandMunicipalLaw.blogspot.com

Follow our new blog and stay up-to-date on relevant legal issues, news, and emerging trends in New England municipal law.

TO LEARN MORE, CONTACT

Stephen E.F. Langsdorf, Partner | slangsdorf@preti.com

Kristin M. Collins, Of Counsel | kcollins@preti.com

45 Memorial Circle | Augusta, ME 04330 | 207.623.5300

preti.com

Portland | Augusta | Concord | Boston | Washington, D.C.



Town of Mount Desert
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5743 Fax 207-276-5742
www.mtidesert.org director@mtidesert.org

MEMO

To: Durlin Lunt, Town Manager
From: Tony Smith, Public Works Director
Re: FY-18 Town Paving Contract - Award
Date: June 14, 2017

In conformance with our purchasing policy, competitive bids were solicited for the Town's FY-18 public works paving. Bid packages were provided to Lane Construction, Pike Industries and Wellman Paving; we received responsive bids from all three companies. The work includes:

1) Millbrook Road (Approximately 3,400-feet): Removal e.g. rotomilling of two inches of the existing pavement and construction of a new two-inch thick layer of pavement. This is the same type of work we did on Manchester and South Shore Roads two years ago. We cannot reclaim or grind up, the existing pavement like we have been doing in other parts of town due to the increase in road elevation that occurs during the reclamation and paving process. Increasing the road elevation would bring it up to approximately the same elevation of the sidewalk.

2) Upland Road (Approximately 1,865-feet): The work includes construction of a one-inch thick shim layer followed by construction of a second one-inch thick surface layer of pavement on the 2-inch thick layer of base pavement we placed last year after the road was reclaimed.

3) Beech Hill Road (Approximately 6,100-feet): The work here is the same as what we will be doing on Upland Road described above from its - Beech Hill Road - intersection with Pretty Marsh Road ending at a point just past the Ripples Road and matching into similar work completed a few years ago.

4) Kimball Road (Approximately 1,500-feet): The work here is the same as what we will be doing on Millbrook Road described above. As with Millbrook Road, we cannot reclaim the existing pavement like we have been doing in other parts of town due to the increase in road elevation that occurs during the reclamation process.

Contract Requirements

As in the past, our bid documents included a requirement for:

- An escalator clause that accounts for the fluctuation in liquid asphalt prices as they go up and down with time. The final price we will be charged for our pavement is based on the difference in cost of liquid asphalt when the bids were submitted and the day the pavement is placed. These liquid asphalt costs are readily available.



Town of Mount Desert
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5743 Fax 207-276-5742
www.mtidesert.org director@mtidesert.org

- The successful bidder to provide a certificate of insurance that names the Town as an additional insured and also documents that the successful bidder carries workers compensation insurance.
- The successful bidder furnish performance and payment bonds, each in an amount equal to 100-percent of the agreed upon price for the work as security for the faithful performance and payment of all of the successful bidder's obligations described in the bid documents. These bonds shall remain in effect until completion of the 12-month warranty period.

Bid Results: The bid results are as follows:

Bidder	Bid Amount	Difference vs. Low Bid
Wellman Paving	\$275,123.34	Low Bidder
Lane Construction	\$304,435.00	+29,311.66
Pike Industries	\$468,352.75	+193,229.41

Based on the results presented above, Wellman Paving is the low bidder at \$275,123.34 and is \$144,876.66 below our approved budget of \$420,000.00. The bids submitted by Wellman and Lane are close enough to assure me that they are good bids. As is evident, Pike is much higher than the other bidders, probable indicators of their current work load and the distance from their hot mix plant in Bangor to our job sites. It is anticipated that some of the remaining budget of \$144,876.66 might be used:

- By public works for our own projects constructed by us or Wellman Paving.
- To account for any increase in amount of pavement used by the contractor should we exceed the bid quantities due to the existing condition of the road surfaces.
- To account for any increases in liquid asphalt based on the escalator clause.
- For additional work to be added to the contract e.g. Indian Point Road, Gilpatrick Lane, etc.
- Other work yet to be identified.

Reference Check: All bidders were required to provide us with four municipal references. We have worked with Wellman Paving in the past and had great success. Regardless, we checked two of their references and received favorable feedback; both would hire Wellman Paving back again. Questions asked the references included:

1. How did quantities as bid compare to final quantities?
2. How did final thickness of in place pavement compare to as bid?
3. How did total contract costs compare to the bid?
4. Were they responsive to questions or concerns?



Town of Mount Desert
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5743 Fax 207-276-5742
www.mtdesert.org director@mtdesert.org

5. Were they easy to work with?
6. Did they leave a clean job site; clean up after themselves e.g. piles of waste mix; sweep up, etc.?
7. Would you hire them again?

Recommendations: Based on the above, I recommend:

1. Our FY-18 paving contract be awarded to Wellman Paving at the total bid price of \$275,123.34 for the scope of services described above.
2. As in the past, my authorization to use the balance of the FY-18 budget as described in the bulleted items at the bottom of page 2 of this memo, said use to be based on my discretion to maximize the benefit of the use of the funds.
3. As in the past, I also request authorization to sign the contract with the low bidder on behalf of the Town.

Thank you for your consideration of my recommendations.

Cc. Claire Woolfolk, Clerk
Ben Jacobs, Highway Superintendent
Kathi Mahar, Treasurer

TREASURER'S WARRANTS

Warrants for BOS Agenda:

BOS Agenda:

06/19/17

	Description	#	Date	Amount
A. Warrants to be Approved and Signed:				
	Town Invoices	AP1774	6/19/2017	\$ 137,879.08
B. Authorized Warrants to be Signed: (Wendy needs to abstain)				
(Prior Electronic Authorization)				
	Town State Fees & P/R Benefits	AP1772	05/31/17	\$ 9,391.85
		AP1773	06/14/17	\$ 4,958.73
	Town Payroll	AP1728	09/11/68	\$ 103,121.22
D. Warrants to be Acknowledged:				
	School Invoices	14	06/07/17	\$ 9,411.40
	(John does not need to abstain)			
	School Payroll	25	06/09/17	\$ 73,424.32
TOTAL WARRANTS FOR BOS MEETING				<u>\$ 338,186.60</u>

TOWN OF MOUNT DESERT
ACCOUNTS PAYABLE WARRANT

WARRANT AP# 1774

CHECK DATE: June 19, 2017

CHECK NUMBER:	<u>306946</u>	through	<u>307026</u>	\$ <u>92,664.17</u>	Check payments
CHECK NUMBER:	<u>n/a</u>	through	<u>n/a</u>	\$ <u>-</u>	Electronic payments
EFT NUMBER:	<u>410</u>	through	<u>425</u>	\$ <u>45,214.91</u>	ACH Payments
EFT or CK NUMBER:	<u>n/a</u>		<u>n/a</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 137,879.08

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

James F Mooers

Wendy H Littlefield, Secretary

06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100
TYPE VENDOR NAME

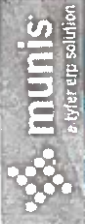
Cash

munis
a tyler erp solution

P
apcs hdsb

NET

INVOICE DTL DESC		INVOICE	INV DATE	PO	WARRANT	NET
410 06/19/2017 EFT Invoice: 30496	2 A C PARSONS LANDSCAPING & GARDEN 30496	896.55 1552000 55222 896.55 1552500 55222	05/31/2017 3029		AP1774	1,793.10
		Summer flowers ts LANDSCAPING SVCS LANDSCAPING SVCS				
Invoice: 30340	A C PARSONS LANDSCAPING & GARDEN 30340	1,376.45 1440330 55200 433	05/31/2017 3081		AP1774	1,376.45
		Station#3 Landscaping BLDG REPAIR & MAINT-S3 SV				
			CHECK	410 TOTAL:		3,169.55
411 06/19/2017 EFT Invoice: 2760	2097 TOWN OF BAR HARBOR	2760	05/31/2017		AP1774	1,548.33
		1,554.68 1440110 51500 299 -6.35 2140117 51500 299	May Mutual Aid PD less OUI Grant Credit OT-MA BHPD TO MDPD OT-MA BHPD OUI			
Invoice: 2761	TOWN OF BAR HARBOR	2761	05/31/2017		AP1774	2,044.00
		2,044.00 1440110 54534	May 2017 Administration Assistant PD ADMIN ASSIST (BH)			
			CHECK	411 TOTAL:		3,592.33
412 06/19/2017 EFT Invoice: 20171458	116 CIVIL ENGINEERING SERVICES INC 20171458	1,763.70 6010100 57100	06/08/2017 3044		AP1774	1,763.70
			wireless upgrade EQUIPMENT			
Invoice: 20171457	CIVIL ENGINEERING SERVICES INC 20171457	114.28 1221000 54250	06/08/2017 3043		AP1774	114.28
			IT Support NEH WWTP IT/TECH FEE			
Invoice: 20171456	CIVIL ENGINEERING SERVICES INC 20171456	1,132.62 1221000 54250	06/08/2017 3042		AP1774	1,132.62
			IT Support Town Office IT/TECH FEE			
Invoice: 20171459	CIVIL ENGINEERING SERVICES INC 20171459	373.50 1221000 54250	06/08/2017 3040		AP1774	373.50
			IT Support Fire Dept IT/TECH FEE			
			CHECK	412 TOTAL:		3,384.10
413 06/19/2017 EFT Invoice: 370928	792 COASTAL ENERGY 370928	868.00 6010100 55400	05/31/2017 2992		AP1774	868.00
			plumbing repair yachtsmen GEN REPAIR & MAINT			
			CHECK	413 TOTAL:		868.00



06/15/2017 11:52 Town of Mount Desert A/P CASH DISBURSEMENTS JOURNAL 2 apcsbdb

CASH ACCOUNT: 100 10100 Cash CHECK NO CHK DATE TYPE VENDOR NAME INVOICE INVOICE DTL DESC INV DATE PO WARRANT NET

414	06/19/2017 EFT	124 COLWELL DIESEL SERVICE & GARAGE I	IV79370	06/07/2017 3006	AP1774	249.30
Invoice: IV79370		249.30 1990100 59200 9104		BUS#4 MIRROR GLASS SLEEVES AL		
Invoice: IV79632		COLWELL DIESEL SERVICE & GARAGE I	IV79632	06/07/2017 3007	AP1774	146.15
		146.15 1551500 55400		TRUCK#23 FILTERS AL		
				GEN REPAIRS & MAINT		
				CHECK		395.45
				414 TOTAL:		
415	06/19/2017 EFT	150 DENNIS PAPER & FOODSERVICE	B56924-00	06/07/2017 2995	AP1774	860.90
Invoice: B56924-00		860.90 6010100 53220		restroom supplies		
Invoice: B51714-00		DENNIS PAPER & FOODSERVICE	B51714-00	05/25/2017 3050	AP1774	55.40
		55.40 1552000 55400		cleaning supplies bj		
				GEN REPAIRS & MAINT		
Invoice: B56946-00		DENNIS PAPER & FOODSERVICE	B56946-00	06/07/2017 3050	AP1774	630.56
		630.56 1552000 55400		cleaning supplies bj		
				GEN REPAIRS & MAINT		
				CHECK		1,546.86
				415 TOTAL:		
416	06/19/2017 EFT	175 EASTERN MAINE RECOVERY INC	34129	05/31/2017 3015	AP1774	17,929.44
Invoice: 34129		17,929.44 1551500 55501		EMR tip fee ts		
				TIPPING FEE EMR		
				CHECK		17,929.44
				416 TOTAL:		
417	06/19/2017 EFT	287 HEDEFINE ENGINEERING & DESIGN INC	13018A-13	06/06/2017 3017	AP1774	761.80
Invoice: 13018A-13		761.80 3000032 57710		warranty inspection sh bdwalk ts		
				Administration & Engineering		
				CHECK		761.80
				417 TOTAL:		
418	06/19/2017 EFT	1778 JACQUELINE K HEWETT	0517	06/01/2017 2966	AP1774	2,446.08
Invoice: 0517		2,310.00 1770100 54970		Econ Dev Consultant		
		136.08 1770100 56100		CONSULTANT-DIRECTOR		
				TRAVEL		
				CHECK		2,446.08
				418 TOTAL:		
419	06/19/2017 EFT	1043 MAIN STREET VARIETY	0517 FD	05/31/2017 2822	AP1774	19.90
Invoice: 0517 FD		11.94 1440330 53000		Supplies for FD Awards Dinner		
				OFFICE SUPPLIES		

06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

10100
CASH



P 3
apcsndsb

INVOICE DTL DESC		INVOICE	INV DATE	PO	WARRANT	NET
TRAINING						
7.96 1440330	54100					
Invoice: 0517 MAR		MAIN STREET VARIETY	0517 MAR		AP1774	6.78
Invoice: 0517 B&G		MAIN STREET VARIETY	0517 B&G		AP1774	307.60
Invoice: 0517 HWY		MAIN STREET VARIETY	0517 HWY		AP1774	206.91
Invoice: 0517 WW		MAIN STREET VARIETY	0517 WW		AP1774	519.95
				CHECK	419 TOTAL:	1,061.14
420 06/19/2017 EFT Invoice: 2391557	2142 MODERN PEST SERVICES INC	2391557		06/08/2017 3028	AP1774	74.00
				ants in pd & fd ts		
				GEN REPAIRS & MAINT		
Invoice: 2391558	MODERN PEST SERVICES INC	2391558		06/08/2017 3028	AP1774	179.00
				ants in pd & fd ts		
				GEN REPAIRS & MAINT		
				CHECK	420 TOTAL:	253.00
421 06/19/2017 EFT Invoice: 100489	1131 NORTHEAST EMERGENCY APPARATUS LLC 100489			05/11/2017 2982	AP1774	1,347.96
				Repairs to E8		
				VEHICLE REPAIR-E 6 13 Ferrara		
Invoice: 100532	NORTHEAST EMERGENCY APPARATUS LLC 100532			05/23/2017 2981	AP1774	1,088.83
				Repairs to E2(Old)		
				VEHICLE REPAIR-95 IHC E2		
Invoice: 100212	NORTHEAST EMERGENCY APPARATUS LLC 100212			03/10/2017 2980	AP1774	521.39
				Gas Monitor Parts & Service		
				EQUIPMENT		
Invoice: 100561	NORTHEAST EMERGENCY APPARATUS LLC 100561			06/01/2017 3098	AP1774	171.69
				Mounts for New Truck		
				EQUIPMENT		
				CHECK	421 TOTAL:	3,129.87



06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

10100 Cash

P 4
apcsbhsb

NET

INVOICE
INVOICE DTL DESC

INV DATE

PO

WARRANT

82.00

422 06/19/2017 EFT
Invoice: 8908

538 NORTHEAST PLUMBING & HEATING INC. 8908

82.00 1552000 55400

05/24/2017 2940
water turn on
GEN REPAIRS & MAINT

AP1774

82.00

423 06/19/2017 EFT
Invoice: 1232

1844 SMITH, COLLIER & FAHEY, PA 1232

261.00 1220110 54500

06/01/2017 2967
Legal Expense- Police
LEGAL

AP1774

261.00

261.00

424 06/19/2017 EFT
Invoice: 159

1856 TERRY'S TANK LLC 159

4,840.00 1550552 54610

06/01/2017 2950
Sludge Disposal-EM
SLUDGE DISPOSAL

AP1774

4,840.00

4,840.00

425 06/19/2017 EFT
Invoice: 045-192081

1609 TYLER TECHNOLOGIES INC 045-192081

1,494.29 1221000 55330 800

06/01/2017 2978
HR Implementation
SOFTWARE MUNIS LICENSE

AP1774

1,494.29

1,494.29

306946 06/19/2017 PRD
Invoice: 148345

1306 ACADIA FUEL LLC 148345

306.03 1550668 53400

06/02/2017 3025
172.9 gal SH WWTP Heating Oil-EM
HEATING FUEL

AP1774

306.03

306.03

306947 06/19/2017 PRD
Invoice: 148172

1949 ACADIA FUEL LLC 148172

8,076.36 1550100 53710

05/24/2017 2959
ON ROAD FUEL AL 3959.0 gal
VEHICLE FUEL

AP1774

8,076.36

8,076.36

306948 06/19/2017 PRD
Invoice: 148502

1954 ACADIA FUEL LLC 148502

185.13 1552000 53400

06/08/2017 3066
108.9 gal heating fuel bj
HEATING FUEL

AP1774

185.13

185.13

CHECK 306948 TOTAL:

06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

10100
CASH



P
apcshdsb

NET

INVOICE		INVOICE DTL DESC		INV DATE	PO	WARRANT	NET
306949	06/19/2017 PRD Invoice: 93910	16 ADMIRAL FIRE & SAFETY INC	93910	06/02/2017 3058	AP1774	Uniform Shirts, rain coat - Te UNIFORMS	388.84
			388.84 1440110 53800	CHECK	306949	TOTAL:	388.84
306950	06/19/2017 PRD Invoice: 06062017	1983 AT&T MOBILITY	06062017	05/28/2017 3080	AP1774	Fire Truck Cell Phones CELL PHONES	180.44
			180.44 1440330 55130	CHECK	306950	TOTAL:	180.44
306951	06/19/2017 PRD Invoice: 06062017	1982 AT&T MOBILITY	06062017	05/28/2017 3041	AP1774	cell phone CELL PHONE	62.10
			62.10 6010100 55130	CHECK	306951	TOTAL:	62.10
306952	06/19/2017 PRD Invoice: 06062017	1937 AT&T MOBILITY	06062017	05/28/2017 3057	AP1774	Cruiser Data Modems May 2017 CELL PHONES	133.92
			133.92 1440110 55130	CHECK	306952	TOTAL:	133.92
306953	06/19/2017 PRD Invoice: 06062017	1984 AT&T MOBILITY	06062017	05/28/2017 3073	AP1774	cell phone bill bj CELL PHONES	864.57
			500.00 1550100 55130 364.57 1550552 55130	CHECK	306953	TOTAL:	864.57
306954	06/19/2017 PRD Invoice: 06062017	1985 AT&T MOBILITY	06062017	05/28/2017	AP1774	CELL SERVICE & REMOTE THROUGH 052817 CELL PHONES EMAIL/INTERNET	104.60
			62.96 1220550 55130 87949 41.64 1221000 55140	CHECK	306954	TOTAL:	104.60
306955	06/19/2017 PRD Invoice: 216826	59 B C M CONSTRUCTION INC	216826	06/02/2017 3048	AP1774	recycling center services bj PROCESSING SVCS	1,850.00
			1,850.00 1551500 55560	CHECK	306955	TOTAL:	1,850.00

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

06/15/2017 11:52
69051you

CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

10100
CASH
INVOICE
INVOICE DTL DESC
INV DATE PO WARRANT
NET

306956	06/19/2017	PRTD	2088	BENS UNIFORMS, INC	71567	06/02/2017	3011	AP1774	252.00
	Invoice: 71567				252.00 1440110 53800	Uniform Shirts - T. Cake			
						UNIFORMS			
	Invoice: 71509			BENS UNIFORMS, INC	71509	05/26/2017	3011	AP1774	234.00
					234.00 1440110 53800	Uniform Shirts - T. Cake			
						UNIFORMS			
						CHECK		306956 TOTAL:	486.00
306957	06/19/2017	PRTD	2000	SAMUEL W BLANCHARD	053117	05/31/2017	2983	AP1774	7.90
	Invoice: 053117				7.90 1440330 55100 4306	Reimbursement for Tolls			
						VEHICLE REPAIR-E 6 13 Ferrara			
						CHECK		306957 TOTAL:	7.90
306958	06/19/2017	PRTD	934	BRADSTREET LAWN & GARDEN	20700	05/31/2017	2958	AP1774	243.50
	Invoice: 20700				243.50 1552000 55400	Z MASTER MOWER BELTS AL			
						GEN REPAIRS & MAINT			
						CHECK		306958 TOTAL:	243.50
306959	06/19/2017	PRTD	999	BROOKSIDE CEMETERY ASSOCIATION	Pray Trust	Fund 201703/31/2017		AP1774	3.21
	Invoice: Pray Trust Fund 2017				3.21 500 20000	Pray Trust Fund Interest			
						Accounts Payable			
						CHECK		306959 TOTAL:	3.21
306960	06/19/2017	PRTD	75	F T BROWN CO	C23758	05/01/2017	2684	AP1774	4.99
	Invoice: C23758				4.99 1440330 53110	Hose Coupling			
						GENERAL SUPPLIES			
	Invoice: C23949			F T BROWN CO	C23949	05/04/2017	2735	AP1774	3.30
					3.30 1440330 53110	o rings			
						GENERAL SUPPLIES			
	Invoice: C24088			F T BROWN CO	C24088	05/08/2017	2719	AP1774	59.99
					59.99 1440330 53110	Grill Cover			
						GENERAL SUPPLIES			
	Invoice: C24101			F T BROWN CO	C24101	05/08/2017	2727	AP1774	6.59
					6.59 1440330 55100 4304	Magnetic Pickup			
						VEHICLE REPAIR-06 FREEDOM E4			
	Invoice: C24140			F T BROWN CO	C24140	05/09/2017	2734	AP1774	20.32
					20.32 1440330 55400	Shipping Charges			
						GEN REPAIRS & MAINT			

06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

10100

Cash



P 7
apcsdhdsb

WARRANT

INV DATE PO

INVOICE

INVOICE DTL DESC

NET

Invoice: C24455	F T BROWN CO	C24455	23.97	1440330	53110	05/22/2017 2832	AP1774	Bug Repellent GENERAL SUPPLIES	23.97
Invoice: B21353	F T BROWN CO	B21353	.87	6010100	55400	05/08/2017 2965	AP1774	bolts GEN REPAIR & MAINT	.87
Invoice: B21563	F T BROWN CO	B21563	36.98	6010100	55400	05/16/2017 2965	AP1774	bolts GEN REPAIR & MAINT	36.98
Invoice: C24383	F T BROWN CO	C24383	53.49	6010100	55222	05/18/2017 2965	AP1774	bolts LANDSCAPING SVCS	53.49
Invoice: B22104	F T BROWN CO	B22104	14.32	6010100	55400	05/31/2017 2965	AP1774	bolts GEN REPAIR & MAINT	14.32
Invoice: C23799	F T BROWN CO	C23799	130.30	1552000	55200	05/02/2017 2962	AP1774	HWY/B&G/WW Misc. Supplies-EM BLDG REPAIR & MAINT	130.30
Invoice: B21540	F T BROWN CO	B21540	3.99	1552000	55200	05/16/2017 2962	AP1774	HWY/B&G/WW Misc. Supplies-EM BLDG REPAIR & MAINT	3.99
Invoice: C24356	F T BROWN CO	C24356	5.99	1552000	55200	05/17/2017 2962	AP1774	HWY/B&G/WW Misc. Supplies-EM BLDG REPAIR & MAINT	5.99
Invoice: C24498	F T BROWN CO	C24498	22.48	1552000	55200	05/23/2017 2962	AP1774	HWY/B&G/WW Misc. Supplies-EM BLDG REPAIR & MAINT	22.48
Invoice: B22101	F T BROWN CO	B22101	139.90	1552000	55200	05/31/2017 2962	AP1774	HWY/B&G/WW Misc. Supplies-EM BLDG REPAIR & MAINT	139.90
Invoice: C23882	F T BROWN CO	C23882	76.55	1552000	55400	05/03/2017 2962	AP1774	HWY/B&G/WW Misc. Supplies-EM GEN REPAIRS & MAINT	76.55
Invoice: C24549	F T BROWN CO	C24549	15.99	1552000	55400	05/24/2017 2962	AP1774	HWY/B&G/WW Misc. Supplies-EM GEN REPAIRS & MAINT	15.99
Invoice: C24571	F T BROWN CO	C24571	15.18	1552000	55400	05/25/2017 2962	AP1774	HWY/B&G/WW Misc. Supplies-EM GEN REPAIRS & MAINT	15.18

06/15/2017 11:52
69051you

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100
TYPE VENDOR NAME

Cash

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL



P 9
apcsdhdsb

NET

INVOICE INVOICE DTL DESC INV DATE PO WARRANT

5,200.00

CHECK 306961 TOTAL:

306962 06/19/2017 PRD 97 CARROT-TOP INDUSTRIES INC 34770700 630.89 1552500 55400 05/19/2017 2941 AP1774 630.89

flags bj
GEN REPAIRS & MAINT

306963 06/19/2017 PRD 908 CHALMERS ENTERPRISES 4345 128.18 6010200 55400 06/01/2017 2964 AP1774 128.18

seal ramp repair
GEN REPAIRS & MAINT

128.18

CHECK 306962 TOTAL:

306964 06/19/2017 PRD 819 DARLINGS 222838 71.08 1550100 55400 05/25/2017 2954 AP1774 71.08

BEN TAILLIGHT AL
GEN REPAIRS & MAINT

71.08

CHECK 306964 TOTAL:

306965 06/19/2017 PRD 858 TEAM EJP BANGOR, ME 5233430 596.63 1550100 53740 06/07/2017 3069 AP1774 596.63

sewer manhole covers bj
STORM WATER SUPPLIES

596.63

CHECK 306965 TOTAL:

306966 06/19/2017 PRD 194 ELLSWORTH AMERICAN INC 0517 76.00 1220110 56205 05/31/2017 2969 AP1774 437.00

Public Notice
PUBLIC NOTICE
PUBLIC NOTICE
PUBLIC NOTICE
PUBLIC NOTICE

437.00

CHECK 306966 TOTAL:

306967 06/19/2017 PRD 196 ELLSWORTH BUILDER SUPPLY INC 112429198-01 147.63 1552500 55400 05/24/2017 2939 AP1774 147.63

lattice bj
GEN REPAIRS & MAINT

132.00

CHECK 306967 TOTAL:

306968 06/19/2017 PRD 196 ELLSWORTH BUILDER SUPPLY INC 112428629-01 132.00 1550100 53740 05/23/2017 2939 AP1774 132.00

lattice bj
STORM WATER SUPPLIES

264.00

CHECK 306968 TOTAL:

06/15/2017 11:52 Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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

NET
INVOICE DTL DESC
INVOICE

Invoice: 112428199-01	264.00	1550100	53740	lattice bj STORM WATER SUPPLIES					
Invoice: 112430171-01		112430171-01		05/25/2017 Return of wood, tap screws and s/w power GEN REPAIR & MAINT	AP1774				-39.31
Invoice: 112433246-01		112433246-01		06/01/2017 2991 dock repair EQUIP-MOORINGS/FLOATS	AP1774				29.47
Invoice: 112430438-01		112430438-01		05/26/2017 3000 PVC Parts/SS Clamps-EM OTHER EQUIPMENT	AP1774				17.36
Invoice: 112433571-01		112433571-01		06/02/2017 3089 Fencing bc ps ts PUMP STATION MAINT	AP1774				1,029.94
Invoice: 112435397-01		112435397-01		06/06/2017 3089 Fencing bc ps ts PUMP STATION MAINT	AP1774				44.96
Invoice: 112435397-02		112435397-02		06/06/2017 3089 Fencing bc ps ts PUMP STATION MAINT	AP1774				4.38
Invoice: 112436014-01		112436014-01		06/07/2017 Return of Polyethylene Culvert/ Fast Plug STORM WATER SUPPLIES	AP1774				-287.89
Invoice: 112435400-01		112435400-01		06/06/2017 3070 culverts bj STORM WATER SUPPLIES	AP1774				1,580.96
Invoice: 112434961-01		112434961-01		06/05/2017 3070 culverts bj STORM WATER SUPPLIES	AP1774				146.97
	146.97	1550100	53740	CHECK	306967 TOTAL:				3,070.47

306968 06/19/2017 PRD Invoice: 61755	197	ELLSWORTH CHAINSAW INC	61755	05/30/2017 2938 two cycle oil bj GEN REPAIRS & MAINT	AP1774				15.54
			15.54	CHECK	306968 TOTAL:				15.54

306969 06/19/2017 PRD Invoice: 14-170501	1688	CITY OF ELLSWORTH	14-170501	06/01/2017 2999 Sludge Disposal ELLS. WWTB-EM SLUDGE DISPOSAL	AP1774				1,920.00
---	------	-------------------	-----------	---	--------	--	--	--	----------

06/15/2017 11:52 Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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

INVOICE	INV DATE	PO	WARRANT	NET
INVOICE DTL DESC				
Invoice: 10057324-5 060517	06/05/2017	3083	AP1774	45.81
EMERA MAINE	electric bill bj 194 kwh			
	45.81 1552500 55010			
Invoice: 10057352-4 060817	06/08/2017	3083	AP1774	1,685.41
EMERA MAINE	electric bill bj 6255 kwh			
	1,685.41 1440600 55012			
Invoice: 10532164-0 060417	06/04/2017	3083	AP1774	22.20
EMERA MAINE	STREET LIGHTS-MERCURY VAPOR			
	22.20 1552500 55010			
	CHECK	306970	TOTAL:	11,429.61
306971 06/19/2017 PRTD	05/31/2017	3014	AP1774	100.00
Invoice: 67286	EV unit ts bos 041817			
	67286			
	100.00 1553000 57100			
	CHECK	306971	TOTAL:	100.00
306972 06/19/2017 PRTD	05/26/2017	2953	AP1774	292.16
Invoice: 052717	Telephone Charge Admin			
	052717			
	292.16 1221000 55120			
	CHECK	306972	TOTAL:	292.16
306973 06/19/2017 PRTD	05/26/2017	2951	AP1774	46.89
Invoice: 052717	Telephone Charge B911			
	052717			
	46.89 1221000 55120			
	CHECK	306973	TOTAL:	46.89
306974 06/19/2017 PRTD	06/02/2017	3046	AP1774	73.62
Invoice: 060317	Telephone OC Pump Station			
	060317			
	73.62 1221000 55120			
	CHECK	306974	TOTAL:	73.62
306975 06/19/2017 PRTD	05/26/2017	2952	AP1774	86.29
Invoice: 052717	Telephone SH WWTB			
	052717			
	86.29 1221000 55120			
	CHECK	306975	TOTAL:	86.29

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
306976	06/19/2017	PRTD	1792 FAIR POINT COMMUNICATIONS	060317	Telephone	06/02/2017	3047	AP1774	46.89
	Invoice: 060317			46.89 1221000 55120	TELEPHONE-USAGE				
					CHECK			306976 TOTAL:	46.89
306977	06/19/2017	PRTD	1398 FASTENAL COMPANY	MEELS38287	BRAKE CLEAN AL	05/22/2017	3018	AP1774	304.92
	Invoice: MEELS38287			304.92 1550100 55400	GEN REPAIRS & MAINT				
					CHECK			306977 TOTAL:	304.92
306978	06/19/2017	PRTD	1612 STEPHEN FERNALD		Terry's Tank	05/30/2017	2961	AP1774	300.00
	Invoice: Terry's Tank 053017			300.00 1335000 54620	Septic Tank Pumping Reimburse. RWWSP Septic Pumping				
					CHECK			306978 TOTAL:	300.00
306979	06/19/2017	PRTD	1184 FERRARA	JC109734	Added Equip. for E2 BOS	04/27/2017	2973	AP1774	682.00
	Invoice: JC109734			682.00 4040300 24471 434	FD Eq Rsv-2017 Fire Engineer				
					CHECK			306979 TOTAL:	682.00
	Invoice: JC109678		FERRARA	JC109678	NOZZLE Change Order-New Truck	03/27/2017	2972	AP1774	246.00
				246.00 4040300 24471 434	FD Eq Rsv-2017 Fire Engineer				
					CHECK			306979 TOTAL:	928.00
306980	06/19/2017	PRTD	222 R H FOSTER INC	0517	1865.64 @ 2.16 ave unlead	05/31/2017		AP1774	1,720.18
	Invoice: 0517			29.82 1220660 53710 2701	VEHICLE FUEL-08 FORD RANGER				
				29.83 1220770 53710 2701	VEHICLE FUEL-08 FORD RANGER				
				391.18 1440110 53710 4107	VEHICLE FUEL-16 FORD EXP				
				681.82 1440110 53710 4105	VEHICLE FUEL-14 Ford Intercept				
				72.40 1440110 53710 4103	VEHICLE FUEL-12 Chev Silverado				
				152.48 1440110 53710 4104	VEHICLE FUEL-13 Ford Intercept				
				284.51 1550100 53710	VEHICLE FUEL				
				78.13 6010100 53710	VEHICLE FUEL				
				.01 6010100 53710 6101	VEHICLE FUEL-06 FORD F250				
					CHECK			306980 TOTAL:	1,720.18
306981	06/19/2017	PRTD	345 JOHN GOODWIN JR	22884	rocks bj	06/06/2017	3054	AP1774	200.00
	Invoice: 22884			200.00 1550100 53740	STORM WATER SUPPLIES				



a tyler erp solution

P 14
apcsbdb06/15/2017 11:52 Town of Mount Desert
69051you A/P CASH DISBURSEMENTS JOURNALCASH ACCOUNT: 100 10100 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
---------	------------------	----------	----	---------	-----

CHECK 306981 TOTAL: 200.00

306982 06/19/2017 PRD Invoice: 121190	259 GREEN MOUNTAIN AUTO SUPPLY	121190		AP1774	199.68
	199.68 1550100 55400				
Invoice: 121255	GREEN MOUNTAIN AUTO SUPPLY	121255		AP1774	59.52
	59.52 1440330 55400				
Invoice: 121230	GREEN MOUNTAIN AUTO SUPPLY	121230		AP1774	46.20
	46.20 1550100 55400				
Invoice: 121205	GREEN MOUNTAIN AUTO SUPPLY	121205		AP1774	8.24
	8.24 1550100 55400				
Invoice: 121174	GREEN MOUNTAIN AUTO SUPPLY	121174		AP1774	55.96
	55.96 1440330 55100 4302 DEF VEHICLE REPAIR-95 IHC E2				
Invoice: 121371	GREEN MOUNTAIN AUTO SUPPLY	121371		AP1774	21.01
	21.01 1550100 55400				
Invoice: 121376	GREEN MOUNTAIN AUTO SUPPLY	121376		AP1774	13.92
	13.92 1550100 55400				
Invoice: 121377	GREEN MOUNTAIN AUTO SUPPLY	121377		AP1774	5.00
	5.00 1550100 55400				
Invoice: 121381	GREEN MOUNTAIN AUTO SUPPLY	121381		AP1774	15.38
	15.38 1990100 59200 9106 MDES - BUS 2 (NEW)				
Invoice: 121330	GREEN MOUNTAIN AUTO SUPPLY	121330		AP1774	40.08
	40.08 1550100 55400				
Invoice: 121308	GREEN MOUNTAIN AUTO SUPPLY	121308		AP1774	89.28
	89.28 1990100 59200 9101 MDES - BUS 1				
Invoice: 121440	GREEN MOUNTAIN AUTO SUPPLY	121440		AP1774	39.90
	39.90 1550552 55210				
	Emergency Light Batteries-EM PUMP STATION MAINT				
	06/08/2017 3023			AP1774	
	06/07/2017 3036			AP1774	269.72



P 15
apcsbdb

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

06/15/2017 11:52
69051you

CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

Cash

10100

INV DATE PO WARRANT

INVOICE

NET

INVOICE DTL DESC

Invoice: 121409	269.72	1551500	55400	TR#23 STROBE AND RELAY AL GEN REPAIRS & MAINT			
Invoice: 121410			121410	GREEN MOUNTAIN AUTO SUPPLY	06/07/2017 3037	AP1774	11.48
	11.48	1550100	55400	TR#14 PIGTAILS AL GEN REPAIRS & MAINT			
Invoice: 121448			121448	GREEN MOUNTAIN AUTO SUPPLY	06/08/2017 3038	AP1774	6.76
	6.76	1550100	55400	TR#14 MARKER LAMP AL GEN REPAIRS & MAINT			
Invoice: 121499			121499	GREEN MOUNTAIN AUTO SUPPLY	06/09/2017 3060	AP1774	23.23
	23.23	1552000	55400	MOWER FILTERS AL GEN REPAIRS & MAINT			
Invoice: 121546			121546	GREEN MOUNTAIN AUTO SUPPLY	06/12/2017 3061	AP1774	110.00
	110.00	1550100	55400	TRUCK WASH AL GEN REPAIRS & MAINT			
Invoice: 121555			121555	GREEN MOUNTAIN AUTO SUPPLY	06/12/2017 3092	AP1774	12.54
	12.54	1552000	55400	MOWER FILTER AL GEN REPAIRS & MAINT			
				CHECK	306982 TOTAL:		1,027.90
306983 06/19/2017 PRD Invoice: 643400/6			643400/6	268 HAMILTON MARINE INC	06/08/2017 3021	AP1774	115.74
	115.74	6010100	57121	dock bumpers EQUIP-MOORINGS/FLOATS			
				CHECK	306983 TOTAL:		115.74
306984 06/19/2017 PRD Invoice: 061917			061917	272 HANCOCK COUNTY REGISTRY OF DEEDS	06/19/2017	AP1774	133.00
	133.00	1220500	54700	LIEN DISCHARGES-RE 1155(2) 175 2541 49 2531 503 DEED SVCS			
				CHECK	306984 TOTAL:		133.00
306985 06/19/2017 PRD Invoice: 300139614			300139614	1064 HARCROS CHEMICALS INC	06/08/2017 3096	AP1774	1,017.50
	1,017.50	1550666	53212	NEH Bisulfite/Dechlor-EM DECHLORINATION			
				CHECK	306985 TOTAL:		1,017.50
306986 06/19/2017 PRD Invoice: 02-SR-365287 2018			02-SR-365287 2018	863 THE HARTFORD LIFE INSURANCE CO.	06/08/2017 3009	AP1774	222.00
	222.00	1220110	56020	Volunteer Insurance PUBLIC OFFICIALS LIAB INS			

06/15/2017 11:52
6905lyou

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100
TYPE VENDOR NAME

Cash

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL



P 17
apcshdsb

NET

WARRANT

INV DATE PO

INVOICE

INVOICE DTL DESC

Invoice: UNION REIMB	DAVID L KNOWLTON	UNION REIMB	06/16/2017	AP1774	58.00
		UNION DUES DEDUCT REIMBURSEMENT	Union Dues-PW		
306992 06/19/2017 PRPD Invoice: 1799580	699 THE LANE CONSTRUCTION CORPORATION	1799580	06/02/2017 3053	AP1774	618.03
		9.5 mm hma bj			
		STORM WATER SUPPLIES			
		618.03 1550100 53740	CHECK 306991 TOTAL:		322.72
			CHECK 306992 TOTAL:		618.03
306993 06/19/2017 PRPD Invoice: 37178	421 MAINE FIRE PROTECTION	37178	06/01/2017 2996	AP1774	175.00
		175.00 1440330 55200 433	Stat.#3 Sprinkler Inspection		
			BLDG REPAIR & MAINT-S3 SV		
Invoice: 37177	MAINE FIRE PROTECTION	37177	06/01/2017 3030	AP1774	175.00
			sprinkler insp ts		
		175.00 1552000 55200	BLDG REPAIR & MAINT		
			CHECK 306993 TOTAL:		350.00
306994 06/19/2017 PRPD Invoice: 17253	943 MAINE RESOURCE RECOVERY ASSOCIATI	17253	04/14/2017 3088	AP1774	357.35
		357.35 1551500 55560	composters, etc. T/M ts		
			PROCESSING SVCS		
			CHECK 306994 TOTAL:		357.35
306995 06/19/2017 PRPD Invoice: 14792	413 M C M ELECTRIC INC	14792	05/23/2017 2942	AP1774	80.15
			gfi replacement bj		
		80.15 1552000 55200	BLDG REPAIR & MAINT		
			CHECK 306995 TOTAL:		80.15
306996 06/19/2017 PRPD Invoice: 10515	1347 KOREY GOODWIN	10515	06/07/2017 3051	AP1774	575.00
			pumped tanks bj		
		575.00 1550100 55400	GEN REPAIRS & MAINT		
			CHECK 306996 TOTAL:		575.00
306997 06/19/2017 PRPD Invoice: 1000138781	861 MMTCTA	1000138781	05/30/2017	AP1774	200.00
		200.00 1220500 54100	Convention-Mahar & Young		
			TRAINING		



06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

10100 Cash

P 18
apcsbdsb

NET

INVOICE DTL DESC

CHECK 306997 TOTAL: 200.00

306998 06/19/2017 PRTD 1012 MORRIS FIRE PROTECTION INC 35544
Invoice: 35544
06/12/2017 3093 AP1774
new fire extinguishers and cabi
MRG/FLOAT SVCS
853.00 6010300 57121
853.00

CHECK 306998 TOTAL: 853.00

306999 06/19/2017 PRTD 502 MOUNT DESERT SPRING WATER 26567 0517
Invoice: 26567 0517
05/31/2017 3032 AP1774
Spring water delivery
OFFICE SUPPLIES
37.75 1440800 53000
47.70 1220110 53000
4929 0517
MOUNT DESERT SPRING WATER
47.70 1220110 53000
9514 0517
MOUNT DESERT SPRING WATER
30.80 1550552 53900
05/31/2017 3082 AP1774
Drinking water
OFFICE SUPPLIES
78.01 1440330 53000
6544 0517
MOUNT DESERT SPRING WATER
23.85 1550100 55400
Invoice: 6544 0517

CHECK 306999 TOTAL: 218.11

307000 06/19/2017 PRTD 1568 MPX
Invoice: 2018 Tax Bills Post
2018 Tax Bills Post 06/09/2017 AP1774
2600 Bills @ \$.44 Postage Advance
POSTAGE
1,144.00 1220110 53140
1,144.00

CHECK 307000 TOTAL: 1,144.00

307001 06/19/2017 PRTD 468 MOUNT DESERT ISLAND HOSPITAL & HE 953856
Invoice: 953856
03/28/2017 3090 AP1774
innoc ts
MEDICAL TESTING
133.58 1220800 52400
133.58

CHECK 307001 TOTAL: 133.58

307002 06/19/2017 PRTD 936 NEW ENGLAND TRUCK TIRE CENTERS I 045158-08
Invoice: 045158-08
05/30/2017 2929 AP1774
AIR 1 WHEEL AL
VEHICLE REPAIR
185.95 1440330 55100 4310
185.95

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100	Cash
TYPE	VENDOR NAME

INVOICE

11827

WARRANT

20

INV DAT	INVOICE DTL	DESC
---------	-------------	------

NET

CHECK	307002	TOTAL:	185.95
-------	--------	--------	--------

307003 06/19/2017 PRD Invoice: 100533	1131 NORTHEAST EMERGENCY APPARATUS LLC 100533	05/23/2017 2988	AP1774	9,641.03
		E2 Equip. & Mounting BOS	060517	
		EQUIPMENT		
	1,731.60 1440330	57100		
	7,909.43 4040300	24471 434	FD Eq Rsv-2017 Fire Engineer	

CHECK	307003	TOTAL:	9,641.03
-------	--------	--------	----------

307004	06/19/2017	PRTD	543 NORWOOD, DELAITTRE & SONS INC	7564	06/07/2017	3022	AP1774	4,000.00
				Invoice: 7564	NEH main pier work bos 051517			
					MR NE Capital Resv			
					4,000.00	4010100	24680	

CHECK	307004 TOTAL:	4,000.00
-------	---------------	----------

307005	06/19/2017	PRTD	1706	ONLINE MOORING, LLC	OMP9444	05/31/2017	3064	AP1774	48.00
Invoice: OMP9444						online mooring fees			
						IT/TECH FEE			
						48.00	6010100	54250	

CHECK	307005	TOTAL:	48.00
-------	--------	--------	-------

307006	06/19/2017	PRTD	1452	OTTER CREEK CEMETERY ASSOCIATION	H Stanley Trust 201703/31/2017	AP1774	15.95
	Invoice:	H Stanley Trust 2017			H Stanley Trust Fund Interest		
					Accounts Payable		
				15.97	500	20000	

CHECK 307006 TOTAL: 15.97

[illegible]

CHECK	307007 TOTAL:	11,228.60
-------	---------------	-----------

307008	06/19/2017	PRTD	565	PERNA-LINE	CORP	162569	06/09/2017	3067	AP1774	119.99
Invoice: 162569										
							signs by			
							STREET SIGNS			
							119.95	1550100	53331	

CHECK	307008	TOTAL:	119.95
-------	--------	--------	--------

307009	06/19/2017	PRTD	1826	HOGAN ROAD	MOTORS	187582	04/11/2017	2928	API774	78.7
Invoice: 187582										
							RAM	5500	FRONT END ALIGNMENT	
							GEN REPAIRS & MAINT			
							78.70	1550100	55400	

Invoice: 8180-0531	HOGAN ROAD MOTORS	8180-0531	05/31/2017	3055	AP1774	1.1
			finance charge bj			



06/15/2017 11:52 Town of Mount Desert
69051you A/P CASH DISBURSEMENTS JOURNAL

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

P 20
apcahdsb

INVOICE	INV DATE	PO	WARRANT	NET
INVOICE DTL DESC				
1.18 1550100 55400 GEN REPAIRS & MAINT	CHECK 307009 TOTAL: 79.88			
307010 06/19/2017 PRD 1542 SARGENT CORPORATION	27901-02	05/31/2017 2944	API774	1,945.37
Invoice: 27901-02	1,945.37 1550552 55210	check valve repair/Sgt Dr-EM PUMP STATION MAINT		
307011 06/19/2017 PRD 1450 SEAL HARBOR CEMETERY ASSOCIATION	C Smallidge Trust 17	Trust 1703/31/2017	API774	63.86
Invoice: C Smallidge Trust 17	63.86 500 20000	C Smallidge Trust Interest Accounts Payable		
307012 06/19/2017 PRD 874 STAPLES CREDIT PLAN	1809718291	04/28/2017	API774	29.99
Invoice: 1809718291	29.99 1220110 53000	TAX FORMS OFFICE SUPPLIES		
307013 06/19/2017 PRD 1819132701	1819132701	05/13/2017	API774	26.83
Invoice: 1819132701	26.83 1220110 53000	INK FOR TREASURER PORTABLE PRINTER OFFICE SUPPLIES		
307014 06/19/2017 PRD 1819495421	1819495421	05/15/2017	API774	8.64
Invoice: 1819495421	8.64 1220110 53000	INDEX CARDS AND BOX OFFICE SUPPLIES		
307015 06/19/2017 PRD 1813612871	1813612871	05/05/2017 3012	API774	47.35
Invoice: 1813612871	47.35 1220110 53000	Office Supplies OFFICE SUPPLIES		
307016 06/19/2017 PRD 1821779701	1821779701	05/18/2017 3012	API774	200.50
Invoice: 1821779701	200.50 1220110 53000	Office Supplies OFFICE SUPPLIES		
307017 06/19/2017 PRD 1823350651	1823350651	05/20/2017 3012	API774	23.74
Invoice: 1823350651	23.74 1220110 53000	Office Supplies OFFICE SUPPLIES		
CHECK 307012 TOTAL:				337.05

06/15/2017 11:52
6905lyou

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

P 21
apcsahdsb

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100
TYPE VENDOR NAME

Cash

NET

WARRANT

PO

INVOICE

Cash

INVOICE DTL DESC

307013	06/19/2017	PRTD	1014	TELEDYNE INSTRUMENTS INC	S020183482	06/01/2017	3026	AP1774	6,201.00
	Invoice: S020183482			6,201.00 1550668 55400		SH Eff Sampler ISCO-EM GEN REPAIRS & MAINT			
						CHECK	307013	TOTAL:	6,201.00
307014	06/19/2017	PRTD	725	TRANSCO BUSINESS TECHNOLOGIES	IN867535	06/01/2017	2976	AP1774	266.85
	Invoice: IN867535			266.85 1221000 55320		Copier Rental COPIER LEASE			
	Invoice: IN867534			TRANSCO BUSINESS TECHNOLOGIES	IN867534	06/01/2017	2975	AP1774	44.25
				44.25 1221000 55320		Copier Rental COPIER LEASE			
	Invoice: IN867012			TRANSCO BUSINESS TECHNOLOGIES	IN867012	06/01/2017	2974	AP1774	269.35
				269.35 1221000 55320		Printer Rentals COPIER LEASE			
						CHECK	307014	TOTAL:	580.45
307015	06/19/2017	PRTD	1387	TREASURER, STATE OF MAINE	BIL05231700000002897	06/14/2017	2945	AP1774	120.00
	Invoice: BIL05231700000002897			120.00 1440800 54250		Circuit Charges April 2017 IT/TECH FEE			
						CHECK	307015	TOTAL:	120.00
307016	06/19/2017	PRTD	1486	TREASURER, STATE OF MAINE	2017 MPTS	06/14/2017	3076	AP1774	190.00
	Invoice: 2017 MPTS			190.00 1220660 54100		Training TRAINING			
						CHECK	307016	TOTAL:	190.00
307017	06/19/2017	PRTD	1213	TREASURER, STATE OF MAINE	0517	05/31/2017	3013	AP1774	976.00
	Invoice: 0517			976.00 1220800 52130		Unemployment Insurance UNEMPLOYM ENT			
						CHECK	307017	TOTAL:	976.00
307018	06/19/2017	PRTD	710	TIME WARNER CABLE	0517	05/31/2017	2904	AP1774	334.02
	Invoice: 0517			334.02 6010100 55150		time warner Nov 16-May17 CABLE/INTERNET			
						CHECK	307018	TOTAL:	334.02



P 22
apcsdhdsb

06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

10100

Cash

INVOICE

INVOICE

INVOICE DTL DESC

WARRANT

PO

INV DATE

INVOICE

INVOICE

NET

307019 06/19/2017 PRD 1465 U S BANK EQUIPMENT FINANCE INC 332429026 609.81 1221000 55320 06/05/2017 3045 AP1774 609.81
Invoice: 332429026 Copier Rental
COPIER LEASE

609.81

CHECK 307019 TOTAL:

307020 06/19/2017 PRD 737 UNIFIRST CORP 0272503197 119.25 1550552 53800 05/31/2017 2937 AP1774 119.25
Invoice: 0272503197 PW Uniforms-EM
UNIFORMS

Invoice: 0272503196 UNIFIRST CORP 0272503196 101.15 1550100 53800 05/31/2017 2937 AP1774 201.15
65.00 1551500 53800
35.00 1552500 53800 PW Uniforms-EM
UNIFORMS

Invoice: 0272504856 UNIFIRST CORP 0272504856 113.25 1550552 53800 06/07/2017 3001 AP1774 113.25
PW Uniforms-EM
UNIFORMS

Invoice: 0272504855 UNIFIRST CORP 0272504855 101.33 1550100 53800 06/07/2017 3001 AP1774 201.33
65.00 1551500 53800
35.00 1552500 53800 PW Uniforms-EM
UNIFORMS

Invoice: 0272506485 UNIFIRST CORP 0272506485 113.25 1550552 53800 06/14/2017 3097 AP1774 113.25
PW Uniforms/jeans-shirts-EM
UNIFORMS

Invoice: 0272506484 UNIFIRST CORP 0272506484 85.88 1550100 53800 06/14/2017 3097 AP1774 185.88
65.00 1551500 53800
35.00 1552500 53800 PW Uniforms/jeans-shirts-EM
UNIFORMS

934.11

CHECK 307020 TOTAL:

307021 06/19/2017 PRD 1025 THE UNIVERSITY OF MAINE 512988 141.66 1220660 56210 06/09/2017 3056 AP1774 141.66
Invoice: 512988 commitment book binding
PRINTING

141.66

CHECK 307021 TOTAL:

307022 06/19/2017 PRD 742 USA BLUEBOOK 268070 129.14 1550552 53820 05/24/2017 2998 AP1774 129.14
Invoice: 268070 Disp. BOD Bottles-EM
LAB EQUIP

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100	Cash
TYPE	VENDOR NAME

INVOICE

INV DATE	PO
----------	----

WARRANT

NET

[illegible]

CHECK	307022 TOTAL:	129.14
-------	---------------	--------

307023 06/19/2017 PRTD 1503 VERIZON WIRELESS 9786359136 05/23/2017 API774 253.95
Invoice: 9786359136 CELL SERVICE THROUGH 052317

50.79	1440110	55130	81911	CELL PHONES-ADMIN ASSIST
20.32	1440110	55130	84088	CELL PHONES-POLICE CHIEF
50.79	1440110	55130	84648	CELL PHONES-POLICE LT
50.79	1440110	55130	85748	CELL PHONES-POLICE SGT
50.79	1440330	55130	83096	CELL PHONES-FIRE CHIEF
30.47	2140115	55130	84088	CELL PHONES-BAT HER PD

CHECK	307023	TOTAL:	253.95
-------	--------	--------	--------

307024 06/19/2017 PRTD	760 F W WEBB COMPANY	54976425	05/31/2017 3019	AP1774	147.01
Invoice: 54976425			water line repair green		

water line repair green
GEN REPAIR & MAINT

Invoice:	54970098	F W WEBB COMPANY	54970098	05/31/2017	3065	AP1774	29.07
				waterline repair			
				GEN REPAIR & MAINT			
			29.07	6010100	55400		

waterline repair
GEN REPAIR & MAINT

CHECK	307024	TOTAL:	176.08
-------	--------	--------	--------

307025	06/19/2017	PRTD	1024 WOODLAND STUDIOS INC	23038	05/31/2017	2946	AP1774	Embroidering for dispatch shir	76.50
				Invoice: 23038					

76.50	1440800	53800
-------	---------	-------

05/31/2017 2946
Embroidering for dispatch shir
UNIFORMS
AF

CHECK	307025 TOTAL:	76.50
-------	---------------	-------

307026	06/19/2017	PRTD	1420	CLAIRE WOOLFOLK	051717	05/17/2017	3027	AP1774	213.47
					Invoice: 051717		Travel to Training		

Travel to Training
TRAINING

CHECK	307026	TOTAL:	213.47
-------	--------	--------	--------

NUMBER OF CHECKS	97	*** CASH ACCOUNT TOTAL ***	137,879.08
------------------	----	----------------------------	------------

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	81	92,664.17
TOTAL EFT'S	16	45,214.91

*** GRAND TOTAL ***	137,879.08
---------------------	------------

CLERK: 69051you

YEAR PER SRC ACCOUNT	JNL	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2017 12 132									
APP 100-20000	06/19/2017	API774	LLY			Accounts Payable		115,584.27	
APP 100-10100	06/19/2017	API774	LLY			AP CASH DISBURSEMENTS JOURNAL			137,879.08
APP 200-20000	06/19/2017	API774	LLY			Cash			
APP 600-20000	06/19/2017	API774	LLY			AP CASH DISBURSEMENTS JOURNAL		24.12	
APP 300-20000	06/19/2017	API774	LLY			Accounts Payable			
APP 500-20000	06/19/2017	API774	LLY			AP CASH DISBURSEMENTS JOURNAL		7,572.44	
APP 400-20000	06/19/2017	API774	LLY			Accounts Payable			
						AP CASH DISBURSEMENTS JOURNAL		1,761.80	
						Accounts Payable			
						AP CASH DISBURSEMENTS JOURNAL		99.02	
						Accounts Payable			
						AP CASH DISBURSEMENTS JOURNAL		12,837.43	
						Accounts Payable			
						AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		137,879.08	137,879.08
APP 100-35020	06/19/2017	API774	LLY			DTF-SPEC REV		24.12	
APP 200-35010	06/19/2017	API774	LLY			DT Gen fund			24.12
APP 100-35060	06/19/2017	API774	LLY			DT-MARINA		7,572.44	
APP 600-35010	06/19/2017	API774	LLY			DT Gen fund			7,572.44
APP 100-35030	06/19/2017	API774	LLY			DTF-CAP IMP		1,761.80	
APP 300-35010	06/19/2017	API774	LLY			DT Gen fund			1,761.80
APP 100-35050	06/19/2017	API774	LLY			DT-Permanent Trusts (Cem)		99.02	
APP 500-35010	06/19/2017	API774	LLY			DT Gen fund			99.02
APP 100-35040	06/19/2017	API774	LLY			DT-TRUST		12,837.43	
APP 400-35010	06/19/2017	API774	LLY			DT Gen fund			12,837.43
						SYSTEM GENERATED ENTRIES TOTAL		22,294.81	22,294.81
						JOURNAL 2017/12/132 TOTAL		160,173.89	160,173.89

06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 25
apcsbdb

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100 General Fund	2017 12	132	06/19/2017			
100-10100				Cash		
100-20000				Accounts Payable	115,584.27	137,879.08
100-35020				DTF-SPEC REV	24.12	
100-35030				DTF-CAP IMP	1,761.80	
100-35040				DT-TRUST	12,837.43	
100-35050				DT-Permanent Trusts (Cem)	99.02	
100-35060				DT-MARINA	7,572.44	
				FUND TOTAL	137,879.08	137,879.08
200 Special Revenue	2017 12	132	06/19/2017			
200-20000				Accounts Payable	24.12	24.12
200-35010				DT Gen fund		
				FUND TOTAL	24.12	24.12
300 Capital Projects	2017 12	132	06/19/2017			
300-20000				Accounts Payable	1,761.80	1,761.80
300-35010				DT Gen fund		
				FUND TOTAL	1,761.80	1,761.80
400 Investment Trusts-Reserves	2017 12	132	06/19/2017			
400-20000				Accounts Payable	12,837.43	12,837.43
400-35010				DT Gen fund		
				FUND TOTAL	12,837.43	12,837.43
500 Permanent Trusts-Cemetery/Schl	2017 12	132	06/19/2017			
500-20000				Accounts Payable	99.02	99.02
500-35010				DT Gen fund		
				FUND TOTAL	99.02	99.02
600 Marina	2017 12	132	06/19/2017			
600-20000				Accounts Payable	7,572.44	7,572.44
600-35010				DT Gen fund		
				FUND TOTAL	7,572.44	7,572.44

06/15/2017 11:52
69051you

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

P 26
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
100 General Fund		22,294.81	24.12
200 Special Revenue			1,761.80
300 Capital Projects			12,837.43
400 Investment Trusts-Reserves			99.02
500 Permanent Trusts-Cemetery/Schl			7,572.44
600 Marina			
	TOTAL	22,294.81	22,294.81

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

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

WARRANT AP# 1772

CHECK DATE: May 31, 2017

CHECK NUMBER: <u>306940</u>	through	<u>306944</u>	\$ <u>9,218.96</u>	Check payments
CHECK NUMBER: <u>306939</u>	through	<u>306939</u>	\$ <u>172.89</u>	Electronic payments
EFT NUMBER: <u>n/a</u>	through	<u>n/a</u>	\$ <u>-</u>	ACH Payments
EFT or CK NUMBER: <u>n/a</u>		<u>n/a</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 9,391.85

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

James F Mooers

Kathi Mahar

From: Matthew Hart <matt@theneighborhoodhouse.com>
Sent: Monday, June 05, 2017 7:52 PM
To: Kathi Mahar
Subject: Re: Warrant AP#1772 State Fees/Payroll Benefits Approval Request

Hi Kathi-

I Approve AP Warrant #1772

Thanks!

-Matt

Matthew Hart

Matthew Hart
10000 N. Highway 111, Suite 100
P.O. Box 111, Suite 100
P.O. Box 111, Suite 100

From: Kathi Mahar <treasurer@mtdesert.org>
Date: Monday, June 5, 2017 at 3:52 PM
To: John Macauley <jbmacauley3@gmail.com>, "Martha Dudman (martha.dudman@gmail.com)" <martha.dudman@gmail.com>, Matt Hart <matt@theneighborhoodhouse.com>, Rick Mooers <rmooers@mtdesert.org>
Subject: Warrant AP#1772 State Fees/Payroll Benefits Approval Request

Good afternoon!

Attached is Accounts Payable Warrant # 1772 (for Payroll and/or State Fees) in the amount of \$9,391.85 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!

Kathi

Kathryn A Mahar, Treasurer
Town of Mount Desert
(207) 276-5531 (T) (207) 276-3232 (F)

TOWN OF MOUNT DESERT
ACCOUNTS PAYABLE WARRANT

WARRANT AP# 1773

CHECK DATE: June 14, 2017

CHECK NUMBER:	<u>306945</u>		through	<u>306945</u>	\$ <u>4,958.73</u>	Check payments
CHECK NUMBER:	<u>n/a</u>		through	<u>n/a</u>	\$ <u>-</u>	Electronic payments
EFT NUMBER:	<u>n/a</u>		through	<u>n/a</u>	\$ <u>-</u>	ACH Payments
EFT or CK NUMBER:	<u>n/a</u>			<u>n/a</u>	\$ <u>-</u>	Voided Checks
TOTAL DISBURSEMENTS: \$					<u>4,958.73</u>	

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

James F Mooers

Wendy H Littlefield, Secretary

TOWN OF MOUNT DESERT
PAYROLL WARRANT

WARRANT AP# 1728

CHECK DATE: June 16, 2017

ADVICE NUMBERS:	<u>7172</u>	through	<u>7224</u>
CHECK NUMBERS:	<u>63316</u>	through	<u>63333</u>

TOTAL DISBURSEMENTS: \$ 103,121.22

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

James F Mooers

Kathi Mahar

From: John Macauley <jbmacauley3@gmail.com>
Sent: Tuesday, June 13, 2017 5:28 PM
To: Kathi Mahar
Subject: Re: Invoice Warrant AP#1773 & Payroll Warrant AP#1728 Approval Request

Looks good to me!

John B Macauley, Ph.D.
PO Box 172
Seal Harbor, Maine 04675

On Jun 13, 2017, at 4:08 PM, Kathi Mahar <treasurer@mtdesert.org> wrote:

You will receive an "out of office" notice from me on Wednesday, but I will be monitoring my email for this approval...

Good afternoon!

Attached are the following warrants for your approval:

Accounts Payable	AP#1773	total of	\$ 4,958.73
Payroll	*AP#1728	total of	\$103,121.22 (higher than
normal due to employee benefit time payout upon retirement)			

*We made an error on labeling the Payroll Warrant and therefore the "AP" instead of "PR" preceding the 1728.

Please indicate your authorization to release the funds for these warrants 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!

Kathi

Kathryn A Mahar, Treasurer
Town of Mount Desert
(207) 276-5531 (T) (207) 276-3232 (F)

<image002.png>

TEAMWORK...is the fuel that allows
Common people to attain uncommon results.
--ANDREW CARNEGIE

-----FOAA NOTICE-----
Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law.

[illegible]

Check Batch: 2537
 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

For me to

Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Report # 11394

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
---------	---------	------------	-------------	-------------	-------------------	--------------

WARRANT # V# 14

DATE: 6/7/17

June, E.D. 07 June 2017

SUPERINTENDENT [Signature]

FINANCE OFFICER [Signature]

FINANCE OFFICER [Signature]

FINANCE OFFICER [Signature]

FINANCE OFFICER [Signature]

FINANCE OFFICER _____

FINANCE OFFICER _____

17 Checks Listed.

Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 11387

Include Authorization Codes: Yes

Batch: 2534

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
	06/09/2017	STAT	TREASURER, STATE OF MAINE		2,968.61	2,968.61	0.00	0.00	
	06/09/2017	IRS	INTERNAL REVENUE SER VIC		11,723.25	11,723.25	0.00	0.00	
41326	06/09/2017	280	SUSAN J. ARIPOTCH	1	80.00	73.88	0.00	73.88	
41327	06/09/2017	248	ROBERT P. CHAPLIN	1	1,235.48	1,010.47	0.00	1,010.47	
41328	06/09/2017	35	CAREY DONOVAN	1	80.00	78.84	0.00	78.84	
41329	06/09/2017	57	JASON W. FOUNTAINE	1	1,415.20	991.99	0.00	991.99	
41330	06/09/2017	320	TODD J. GRAHAM	1	200.00	184.70	0.00	184.70	
41331	06/09/2017	263	TERESA L. KING-LECLAIR	1	200.00	184.70	0.00	184.70	
41332	06/09/2017	190	ROBERT C. MACLEOD JR.	1	468.51	384.09	0.00	384.09	
41333	06/09/2017	326	KEATING W. PEPPER	1	160.00	147.76	0.00	147.76	
41334	06/09/2017	73	SHAWN-MARIE PORTER	1	80.00	72.72	0.00	72.72	
41335	06/09/2017	345	CAROL L. SHUTT	1	2,811.71	1,952.91	0.00	1,952.91	
41336	06/09/2017	273	KATHERINE E. WALKER	1	160.00	147.76	0.00	147.76	
41337	06/09/2017	143	CHARLES G. WRAY	1	200.00	184.70	0.00	184.70	
41338	06/09/2017	311	LAURA-JEAN BEAL	1	2,006.11	1,408.03	1,408.03	0.00	
41339	06/09/2017	11	KELLY S. BEAULIEU	1	2,129.57	1,350.71	1,350.71	0.00	
41340	06/09/2017	266	JULIANNA R. BENNOCH	1	2,564.73	1,608.71	1,608.71	0.00	
41341	06/09/2017	314	ANDREW J. CARLSON	1	2,503.19	2,124.09	2,124.09	0.00	
41342	06/09/2017	18	JANICE P. CARROLL	1	1,122.28	653.27	653.27	0.00	
41343	06/09/2017	21	LARRY A. COLE	1	1,335.10	203.59	203.59	0.00	
41344	06/09/2017	26	BRIAN R. COTE	1	2,223.96	1,489.04	1,489.04	0.00	
41345	06/09/2017	91	JUDITH CULLEN	1	1,673.57	1,291.48	1,291.48	0.00	
41346	06/09/2017	69	EMILY N. DAMON	1	1,365.89	827.00	827.00	0.00	
41347	06/09/2017	308	Gloria A. Delsandro	1	3,153.84	2,181.84	2,181.84	0.00	
41348	06/09/2017	37	ANNETTE N. DOW	1	1,675.20	1,115.03	1,115.03	0.00	
41349	06/09/2017	229	JENNIFER G. DUNBAR	1	1,375.19	920.95	920.95	0.00	
41350	06/09/2017	43	SARAH R. DUNBAR	1	1,702.88	1,289.93	1,289.93	0.00	
41351	06/09/2017	309	CHRISTINA J. FARNSWORTH	1	1,031.61	945.11	945.11	0.00	
41352	06/09/2017	52	WANDA J. FERNALD	1	2,046.73	1,262.22	1,262.22	0.00	
41353	06/09/2017	63	HEATHER M. GRAVES	1	2,699.95	1,556.90	1,556.90	0.00	
41354	06/09/2017	65	GAYLE M. GRAY	1	2,362.17	1,802.64	1,802.64	0.00	
41355	06/09/2017	92	ABIGAIL A. HARMON	1	1,121.65	629.99	629.99	0.00	
41356	06/09/2017	90	REBECCA A. HENISER	1	2,004.34	1,559.37	1,559.37	0.00	
41357	06/09/2017	147	WILLIAM L. HODGKINS	1	1,133.60	894.21	894.21	0.00	
41358	06/09/2017	244	KRISTIN D. HOLLEY	1	1,052.35	776.83	776.83	0.00	
41359	06/09/2017	313	ANDREA W. HOWELL	1	1,034.87	863.76	863.76	0.00	
41360	06/09/2017	293	Amy L. James	1	2,177.26	1,396.83	1,396.83	0.00	
41361	06/09/2017	312	BETHANY G. JOHNSON	1	1,052.04	661.14	661.14	0.00	
41362	06/09/2017	129	CYNTHIA M. JOHNSON	1	2,367.42	1,578.33	1,578.33	0.00	
41363	06/09/2017	241	ISABEL H. KEENE	1	938.60	604.64	604.64	0.00	
41364	06/09/2017	291	PATRICIA A. KELLEY	1	1,273.30	874.23	874.23	0.00	
41365	06/09/2017	135	SAMUEL D. LEONARDI	1	1,395.20	915.17	915.17	0.00	
41366	06/09/2017	292	TARA MCKERNAN	1	1,953.65	1,373.64	1,373.64	0.00	
41367	06/09/2017	289	ELIZABETH M. MINOTT	1	1,202.74	825.58	825.58	0.00	
41368	06/09/2017	317	JUDITH C. NOONAN	1	400.00	334.57	334.57	0.00	
41369	06/09/2017	193	HARVEY BRUCE NORWOOD	1	1,004.22	580.73	580.73	0.00	
41370	06/09/2017	237	JUSTIN B. NORWOOD	1	1,808.19	1,385.63	1,385.63	0.00	
41371	06/09/2017	238	WENDELL L. OPPEWALL	1	1,220.00	655.37	655.37	0.00	
41372	06/09/2017	240	JEANNE C. OTT	1	2,495.76	1,525.23	1,525.23	0.00	
41373	06/09/2017	301	Terry P. Paulos	1	915.06	604.16	604.16	0.00	
41374	06/09/2017	138	AMY Y. PHILBROOK	1	2,108.33	1,159.96	1,159.96	0.00	
41375	06/09/2017	275	JOELIE A. RUDDY	1	2,617.42	1,913.47	1,913.47	0.00	
41376	06/09/2017	74	LEON E. SARGENT	1	2,100.76	1,436.92	1,436.92	0.00	
41377	06/09/2017	120	KAREN L. SHARPE	1	2,442.61	1,263.37	1,263.37	0.00	

Mount Desert School Department

PAYROLL WARRANT REGISTER

Report # 11387

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
41378	06/09/2017	385	STEPHANIE G. SHTEIRMAN	1	875.69	707.02	707.02	0.00	
41379	06/09/2017	375	KATHILEEN C. ST DENIS	1	2,578.96	1,457.52	1,457.52	0.00	
41380	06/09/2017	404	KERRY L. TAYLOR	1	2,081.11	1,441.21	1,441.21	0.00	
41381	06/09/2017	410	SUSAN Y. TRIPP	1	2,482.80	1,544.75	1,544.75	0.00	
41382	06/09/2017	448	JACQUELINE A. WHEATON	1	2,412.42	1,629.62	1,629.62	0.00	
41383	06/09/2017	307	LAUREN M. WHITE	1	1,015.18	694.15	694.15	0.00	
					102,020.26	73,424.32	53,317.94	5,414.52	

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	12	5,414.52
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	46	53,317.94
	ACH Employee Credits	46	53,317.94
	ACH Employee Debits (Voids)	0	0.00
Deduction	Checks	0	0.00
	Voided Checks	0	0.00
	ACH Vendor Credits	0	0.00
	ACH Vendor Debits (Voids)	0	0.00
Taxes	EFTPS Payment - Debit	2	14,691.86

WARRANT # 25

DATE: JUN 09 2017

Mark Edward Gause, Ed.D.

SUPERINTENDENT

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER