Town of Mount Desert<br>Board of Selectmen

Agenda
Regular Meeting
Monday, July 16, 2018
Location: Meeting Room, Town Hall, Northeast Harbor

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

## II. Executive Session

A. Pursuant to Title 1 M.R.S. $\S 405(6)(E)$ - Consultation between the Board and its Attorney concerning the legal rights and duties of the Mount Desert Board of Selectmen
B. Post Executive Session - Further consider the citizen petition submitted to the Town on June 28, 2018 containing signatures that have been validated and certified by the Town Clerk's office
III. Minutes
A. Approval of minutes from July 2, 2018 meeting

## IV. Appointments/Recognitions/Resignations

A. Appointment of Stephanie Kelley-Reece to the Warrant Committee
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. Department Reports: Public Works
B. Payments In Liell of Taxes for Federal Lands notice

## VI. Selectmen's Reports

## VII. Unfinished Business

A. Motion to transfer $\$ 500.00$ from BOS Contingency Account 1220001-59350 with a balance of $\$ 10,000.00$ to Social and Public Service Agencies Account1885154-59133 to pay the Eastern Area on Aging which was inadvertently omitted from the budget approved at the Annual Town meeting on May 8, 2018
B. Request to issue a Quit Claim Deed to Trasi and Robert Colson relinquishing the Town's interest acquired by the 2004 tax lien recorded in the Hancock County Registry of Deeds; Book 4239. Page 327

## VIII. New Business

A. Public Space Special Event Application - Caitlin Dufraine Wedding; September 29, 2018, Suminsby Park
B. Liquor License Renewal - MOFO LLC /DBA Tan Turtle Tavern; 10 Huntington Rd, Northeast Harbor
C. Consider and Approve Mutual Aid Agreement for Policing Services between the Communities of Bar Harbor, Mount Desert, and Southwest Harbor
D. Request approval and authorization to execute the General Agreement with Acadia National Park for the procedures and standards for National Park Ranger assistance with Law Enforcement Officers outside of the Park
E. Resolution of Support for the National Park System
F. Consider Requested Contribution to Raise the Floor Coalition
IX. Other Business
A. Such other business as may be legally conducted

## X. Treasurer's Warrants

A. Approve \& Sign Treasurer's Warrant AP1903 in the amount of \$1,571,682.64
B. Approve Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants AP1880, AP1901, AP1902, and PR1901 in the amounts of $\$-, \$ 18,772.63, \$ 4,668.50$, and \$140,901.24, respectively
C. Acknowledge Treasurer's School Board AP/Payroll Warrants I and I in the amounts of $\$ 139,179.31$ and $\$ 48,220.58$, respectively

## XI. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., Monday, August 6, 2018 in the Meeting Room, Town Hall, Northeast Harbor

## MINUTES

Town of Mount Desert Board of Selectmen Meeting Minutes<br>Meeting Room, Town Hall<br>6:30 PM, June 18, 2018

Present were: Chairman John Macauley, Selectmen Rick Mooers, Wendy Littlefield, Matt Hart, and Martha Dudman.

Also present were Town Manager Durlin Lunt, Town Clerk Claire Woolfolk, Treasurer Kathy Mahar, Fire Chief Mike Bender, Harbormaster John Lemoine, and Public Works Director Tony Smith. Members of the public were also in attendance.
I. Call to order at 6:00 p.m.

Chairman Macauley called the meeting to order at 5:51 PM.
II. Executive Session
A. Pursuant to Title 1 M.R.S. $\S \mathbf{4 0 5 ( 6 ) ( E )}$ - Consultation between the Board and its Attorney concerning the legal rights and duties of the Mount Desert Board of Selectmen MOTION: Selectman Dudman moved, with Selectman Littlefield seconding, to enter into Executive Session. Motion approved 5-0. The Board entered into Executive Session.

MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, to leave Executive Session. Motion approved 5-0. The board left Executive Session at 6:40PM.
B. Post Executive Session - Action if Needed No Action was taken.
III. Minutes
A. Approval of Minutes from June 18, 2018 Meeting MOTION: Selectman Hart moved, with Selectman Mooers seconding, approval of the June 18, 2018 Minutes as presented. Motion approved 5-0.
IV. Appointments/Recognitions/Resignations
A. Request appointment of Molly Brown as part-time (on-call) firefighter to the Mount

Desert Fire Department, effective July 3, 2018 at a starting pay of $\$ 13.53$ an hour MOTION: Selectman Dudman moved, with Selectman Littlefield seconding, approval of the appointment of Molly Brown as part-time (on-call) firefighter to the Mount Desert Fire Department, effective July 3, 2018 at a starting pay of $\$ 13.53$ an hour, as presented. Motion approved 5-0.
V. Consent Agenda
A. Safety Grant 2017 Scholarship Program reimbursement for the Confined Space Rescue Training
B. Utility Location Permits - MAIN ST, one pole to be located approximately 39 feet from intersection of HARBORSIDE ROAD
C. Hancock County Commissioners Meeting Minutes June 5 and Public Hearing Minutes June 18, 2018

## D. Notice of Noontime Rotary Club of Ellsworth to Hold Annual Electronic Waste Recycling Event on Saturday, July 21 from 7a.m. - noon

MOTION: Selectman Mooers moved, with Selectman Hart seconding, approval of the Consent Agenda as presented. Motion approved 5-0.

## VI. Selectman's Reports

There were no Selectman's Reports presented.
VII. Unfinished Business
A. Update on the Annual Appointments of Board and Committee members procedure Town Manager Lunt noted that the Town Clerk has a process in place for appointments. He misspoke at the last meeting when he stated there was no process in place. The Town would continue to use the system.

Town Clerk Woolfolk explained that she has a list of members, she maintains with the contact information and terms. A month before the positions are due to renew, she sends a letter to each member to verify whether they intend to continue to serve.

## VIII. New Business

A. Request authorization to spend $\$ 4,302.00$ to upgrade 7 cameras and 1 DVR to HD to be paid from CIP line Northeast Harbor Equipment Reserve \#6410100-24687, which has a balance of $\$ 13,528.46$
MOTION: Selectman Mooers moved, with Selectman Hart seconding, authorization to spend $\$ 4,302.00$ to upgrade 2 cameras and 1 DVR to HD to b paid from CIP line Northeast Harbor Equipment Reserve $\# 6410100-24687$, which has a balance of $\$ 13,528.46$, as presented. Motion approved 5-0.

It was noted the upgrades have already taken place.
B. Request authorization to accept the award of the 2019 Shore and Harbor Planning Grant for $\$ 5,000.00$, which, if accepted, will pay for more than half of the $\$ 9,700.00$ to realign the Bartlett mooring field.
Harbormaster Lemoine requested the Motion be amended to state "accept and expend" the funds for the Bartlett's Harbor Mooring Realignment.

MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, approval of acceptance and expenditure of the award of the 2019 Shore and Harbor Planning Grant for $\$ 5,000.00$, as presented and amended. Motion approved 5-0.
C. Request authorization to execute an agreement with Acadia Fuel for FY 2019 propane at their bid price of $\$ 1.35 /$ gallon
MOTION: Selectman Mooers moved, with Selectman Hart seconding, authorization and execution of agreement with Acadia Fuel for FY2019 propane at their bid price of $\$ 1.35 /$ gallon, as presented. Motion approved 5-0.
D. Request approval to participate in the SUN (Students with Unique Needs) program by placing a student on a volunteer basis at the recycling center

MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, approval to participate in the SUN (Students with Unique Needs) program by placing a student on a volunteer basis at the recycling center, as presented. Motion approved 5-0.

Selectman Hart lauded the program as a great one for the Town to be involved with.

## E. Consideration of soliciting competitive bids for the construction of a paved overlay of two

 deteriorated sections of Route 102 in SomesvilleMOTION: Selectman Mooers moved, with Selectman Dudman seconding, approval of consideration and solicitation of competitive bids for the construction of a paved overlay of two deteriorated sections of Route 102 in Somesville, as presented.

Public Works Director Smith noted the areas will be on Route 102, from the curve just past the Masonic Hall heading towards the traffic light, then from the Church to just before the Mill Pond. The area has deteriorated, and is not scheduled for repair until 2020.

Motion approved 5-0.
F. Consideration of award of the technical services contract for the 2018-19 Route 198 Municipal Partnership Initiative project to G.F. Johnston \& Associates at a proposal price of $\mathbf{\$ 1 4 6 , 1 0 0}$ and to authorize Public Works Director Tony Smith to execute the proposal on behalf of the Town
MOTION: Selectman Mooers moved, with Selectman Hart seconding, consideration of award of the technical services contract for the 2018-19 Route 198 Municipal Partnership Initiative project to G.F. Johnston \& Associates at a proposal price of $\$ 146,100$ and to authorize Public Works Director Tony Smith to execute the proposal on behalf of the Town, as presented.

John Adams requested an explanation of the project.
Director Smith explained the Municipal Partnership Initiative with the DOT. The DOT noted that if the Town was not willing to participate in this program, they would receive a "skinny-mix" overlay of the road every seven years. The work proposed will involve a more thorough reconstruction of the section, which, with proper maintenance, should extend the life of the section more effectively than a simple overlay. The work will involve grinding up the pavement there, compacting it, excavating the bike lanes and adding gravel, and repaving the area.

Motion approved 5-0.
G. Consideration of a Petition submitted to the Town on June 28, 2018 in the context of the Board's responsibility under the Town Charter
MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, consideration of the Petition submitted to the Town on June 28, 2018 in the context of the Board's responsibility under the Town Charter, as presented.

Mr. Adams opined that the summer residents should be allowed to be involved in the decisions being made in the downtown area. He hoped there could be a Town Meeting in the summer. He reiterated that the Town has rushed into the process of the Main St. reconstruction.

Chairman Macauley noted this meant the Petition has been accepted, and the Town will be looking into holding a Special Town Meeting.

It was agreed that the Town would put together a resolution to help clarify and give the Town actions that are not in the original petition's wording. An Addendum or second Warrant Article was probably necessary.

## IX. Other Business

A. Such other business as may be legally conducted

Town Manager Lunt noted he received a letter of interest for the position on the Acadia National Park Advisory Board that was not signed. If someone knew whose it might be, please contact the Town.

## X. Treasurer's Warrants

A. Approve and Sign Treasurer's Warrant AP1879 in the amount of \$116,060.33 MOTION: Selectman Littlefield moved, with Selectman Hart seconding, approval of Treasurer's warrant AP1879 in the amount of $\$ 116,060.33$, as presented. Motion approved 5-0.
B. Approve Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants AP1876, AP1877, AP1878, and PR1928 in the amounts of $\$ 3,427.50, \$ 0.00$ (void), $\$ 7,358.62$ and $\$ 110,472.10$, respectively
MOTION: Selectman Dudman moved, with Selectman Hart seconding approval of Treasurer's Payroll, State Fees and PR Benefit Warrants AP1876, AP1878, and PR1928 in the amounts of $\$ 3,427.50, \$ 7,358.62$, and $\$ 110,472.10$, as presented. Motion approved $4-0-1$ (Littlefield in Abstention).
C. Acknowledge Treasurer's School Board AP/Payroll Warrants 15 and 26 in the amounts of $\$ 14,712.98$ and $\$ 197,981.39$, respectively
MOTION: Selectman Mooers moved, with Selectman Hart seconding, acknowledgement of Treasurer's School Board AP/Payroll Warrant 15 in the amount of $\$ 14,712.98$, as presented. Motion approved 5-0.

MOTION: Selectman Littlefield moved, with Selectman Hart seconding, acknowledgement of Treasurer's School Board AP/Payroll Warrant 26 in the amount of $\$ 197,981.39$, as presented. Motion approved 5-0.

## XI. Adjournment

MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, to adjourn. Motion approved 5-0.

Meeting adjourned at 7:00 PM.
Respectfully Submitted,

Wendy Littlefield

# APPOINTMENTS 

## RECOGNITIONS

## RESIGNATIONS



Town of Mount Desert
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5531 Fax 207-276-3232
Web Address www.middesert.org

## Resident Request for Appointment to Volunteer Board or Committee

Thank you for expressing an interest in serving on one of the Town's volunteer Boards or Committees. Before the Board of Selectmen makes appointments, they would like to know a little about you and why you feel you could contribute to the Board or Committee. Please take a few minutes and complete the brief expression of interest information below and return to the Town Clerk, PO Box 248/21 Sea St, Northeast Harbor ME 04662.

Name:
Street


Date: $\qquad$
$\qquad$
244.5179
Email: Kelree1821@gmail.com

$$
\text { Cell } 460 \cdot 3191
$$

Are you a registered voter in the Town of Mount Desert?
(Yes) No

Appointments) requested: Warrant Committee
If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: I have been on The Revitilization

## Committee and President of The Mount Desert Nursery School.

Are there other background experiences or skills that you feel would contribute to this appointment? I own a business on Main street in Northeast Harbor that requires good communication skills and knowledge of a budget. Why are you interested in this appointment? Ian interested in being part of the discussion regarding the Towns finances. What are your goals for this Board or Committee? My goals are to help the Lw on spend funds wisely and to hear fem the community on their opinions on monies spent. Do you have conflicts with meeting times or group assignments? $\qquad$

## CONSENT AGENDA

## Town of Mount Desert

21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5743 Fax 207-276-5742
www.mtdesert.org director@midesert.org
Otter Creek, Seal Harbor, Northeast Harbor, Somesville, Hall Quarry and Pretty Marsh

## MEMO

To: Durlin Lunt, Jr., Town Manager
From: Tony Smith, Public Works Director
Re: April-May-June Monthly Reports aka $4^{\text {lh }}$ Quarter Report
Date: July 6, 2018
I could present this report as being my FY-18 fourth quarter report but will not. I am three months behind on my monthly reports.

## Highway Crew

During these last three months, the highway crew:
April

- Hauled snow from one stockpile site to another to help get Northeast Harbor looking nice as soon as possible.
- Sanded and slated icy spot in the road.
- Repaired split cedar rail fences on Ox Hill in Seal Harbor.
- Removed the snow plow, screens and sand/salting equipment from the trucks in the hopes that the three heavy storms in March were winters last hurrah.
- Conducted a very successful and safe April clean-up week despite starting the week in the aftermath of a fairly heavy freezing rain event the Sunday before. More on clean-up week later in this report.
- Hauled a load of scrap metal to Bangor for recycling.
- Assisted a Seal Harbor resident using dye testing in identifying where their house sewer connected to the sewer main.
- Removed or raked windrows of salt sand that had been created by the snowplow to facilitate roadway drainage and improve the look of the roads.
- Repaired a broken pressure sewer line in Somesville with the assistance of an area contractor.
- Began sweeping our streets and roads.
- Put cold patch in a sidewalk in Otter Creek and in parts of Doidge Point Road, Grants Hill Road and in various locations in Northeast Harbor.
- Converted Main Street in Northeast Harbor to one-way traffic earlier than usual at the request of Main Street merchants.
- Lifted the posted road load restrictions on April $19^{\text {dr }}$.
- Addressed drainage issues as a result of heavy rains received at the end of the month.



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May

- Continued sweeping our streets up until May $11^{\text {th }}$ when the sweeper was struck by a large piece of ledge that peeled off the ledge face when the operator was returning to the highway garage with it from Seal Harbor. The accident occurred on the easterly side of Peabody Drive approximately two-tenths of a mile south of the Cranberry Lodge. The sweeper was deemed totaled by our insurance company. We received a settlement of $\$ 28,500$ ( $\$ 29,000$ less $\$ 500$ deductible) for the sweeper from them. Since then we have been using the services of an owner-operator sweeping company. It has worked out fine to date.
- Set out park benches, trash barrels, picnic tables; boating and swimming floats at Ponds End; repaired signs in Seal Harbor and Otter Creek; and painted traffic control lines, fire hydrant no parking lines and the pickle ball court at the Village Green tennis courts and; removed grit and sand from the flag holes at various places in town in anticipation of their use on Memorial Day.
- Set out barricades for Memorial Day in various locations; collected the same following the holiday.
- Repaired a storm water catch basin and a sanitary sewer manhole and replaced a driveway culvert in Somesville.
- Did a great job constructing a ditch and installing rip rap for erosion control along a portion of the Ripples Road. This earned the crew a thank you from a Somes Meynell Wildlife Sanctuary representative.
- Made roadway repairs with hot mix pavement (not cold patch) in Parker Farm Road, at Bartlett's Landing, Beech Hill Road and various locations in Seal Harbor and Northeast Harbor.
- As we did two years ago, the crew put gravel in a long rut along the edge of Route 198 that had been formed by vehicles inadvertently leaving the pavement and pushing the gravel away for the edge of pavement creating the six-inch deep rut and resulting in a dangerous situation.
- Repaired cracks in the concrete sidewalks in various locations along Main Street and Sea Street.
- Performed dye testing of the sanitary sewer line in Summit Road from Millbrook Road down to Main Street to identify the route in anticipation of the design of improvements to that section of Summit Road.


## June

- The crew worked with the hired sweeper in different parts of town to get things looking neat and clean like they should look.
- Continued painting traffic control lines.
- Spent a considerable amount of time trimming trees, constructing ditches and replacing culverts in the Hall Quarry Road in anticipation of it being reclaimed and paved this fall.



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- Repaired and replaced sign in Northeast Harbor; assisted with mowing and trimming grass at the Village Green.
- Made repairs to Wall Street and sidewalks, including a long stretch on Kimball Road that is to be viewed as a temporary measure until we can rebuild them. They were in very bad shape and were expected to be used by a large number of people in town for the seasonal flower viewing tours.
- As we have done the last couple of years at the request of a resident, the crew removed dead trees and branches, mowed and generally cleaned up the triangle formed by the intersection of Pretty Marsh Road and Indian Point Road.
- Removed two basketball backboards from the basketball court in Seal Harbor, cleaned them up and reset them. They also straightened the poles and adjusted the rim elevations to 10 -feet above the court floor.

Wastewater: Please see Superintendent Montague's previously submitted reports.

## Buildings \& Grounds and Parks \& Cemeteries

As with the highway crew, staff moved a lot of snow to keep access to the various entrances to the town office and other buildings free and clear of snow. They also

- Continued setting up for meetings, cleaning bathrooms in the town office, vacuuming and assisting the admin staff with projects as needed e.g. assembling shelving, hanging pictures, repairing toilets, installing door closers, and painting.
- Spent time cleaning at the highway garage.
- Began watering and mowing the Village Green.


## Solid Waste

- The crew continues to do a good job for us regardless of the weather.
- Two loads of cardboard were hauled to the Elisworth recycling center in our cardboard truck by the crew.
- Both trucks that get used in the summer season were cleaned and prepared for the twice a week collection schedule.


## Highway Garage Solar Panels

The system has been operational since April and producing power. The State electrical inspector approved the installation.

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## LED Streetlights

We are still plugging along with our consultant, Realterm, on the project. Installation is now scheduled to be completed in October 2018

## April Clean-up Week Summary

| 2018 April Clean-up Week Results |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Item (tons) | $\begin{aligned} & 2014 \\ & \text { Amt. } \end{aligned}$ | $\begin{aligned} & 2014 \\ & \text { Cost } \end{aligned}$ | $\begin{aligned} & 2015 \\ & \text { Amt. } \end{aligned}$ | $\begin{aligned} & 2015 \\ & \text { Cost } \end{aligned}$ | $\begin{aligned} & 2016 \\ & \text { Amt. } \end{aligned}$ | $\begin{aligned} & 2016 \\ & \text { Cost } \end{aligned}$ | $\begin{aligned} & 2017 \\ & \text { Amt. } \end{aligned}$ | $\begin{aligned} & 2017 \\ & \text { Cost } \end{aligned}$ | $\begin{aligned} & 2018 \\ & \text { Amt. } \end{aligned}$ | 2018 <br> Cost | Description |
| CDD ${ }^{1}$ | 51.77 | \$7,149 | 79.99 | \$11,051 | 98.75 | \$13,533 | 81.22 | S11,285 | 74.35 | \$10,554 | Building mat'ls, fumiture |
| Green Wood | 73.44 | 4,745 | 55.23 | 3,504 | 76.31 | 4,764 | 62.18 | 3,955 | 77.78 | 5,086.81 | Trees, brush. limbs |
| Wood Stumps | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.10 | 9.71 | Stumps |
| Metal | 1.22 | 125 | 1.29 | 1,270 | 1.22 | 116 | 2.59 | 253 | 0.24 | 24.37 | Stoves, roofing, rebar |
| Freon (each) | 3 | 75 | 4 | 100 | 4 | 100 | 6 | 150 | 0 | 0 | Refrigerators, freczers |
| Inert <br> Fill/Tires | 0.46 | 10 | 0.09 | 2 | 1.01 | 22 | 0 | 0 | 3.12 | 403.04 | Earthen materials |
| Bulky Waste | 0.87 | 120 | 0.43 | 60 | 0.61 | 84 | 0.32 | 45 | 0.28 | 39.75 | Couches, chairs, mattresses |
| Total Tip Fee | 128 | \$12,224 | 137 | \$15,987 | 178 | 18,519 | 152 | 15,688 | 156 | 16,118 | Total Tip Fee |
| Wages- <br> Town |  | \$7,760 |  | \$7,760 |  | 6,851 |  | 8,400 |  | 8,203 | Full-time EE's |
| Wages- <br> Helpers |  | 4,048 |  | 4,334 |  | 4,041 |  | 4,253 |  | 4,026 | One week only |
| TOTAL |  | 24,032 |  | 28,081 |  | 29,411 |  | 28,341 |  | 28,347 | TOTAL |

## ${ }^{1}$ CDD: Construction Demolition and Debris

Cc. Claire Woolfolk, Town Clerk

Ben Jacobs, Hwy Supt Ed Montague, WW Supt.

June 26, 2018

Mount Desert Town
Local Government Official
21 Sea St
Northeast Harbor, ME 04662-0248

## Dear County Official:

I am pleased to notify you that on June 26, 2018, the Department of the interior (Department) issued payments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates eligible local jurisdictions for Federal lands administered by Agencies within the Department and on behalf of the U.S. Forest Service and the U.S. Army Corps of Engineers. Local governments may use the PILT payments for any governmental purpose, including emergency response, public schools, and roads. Since local governments cannot tax Federal lands, annual PILT payments help to defray costs associated with maintaining important community services.

The Payments in Lieu of Taxes Act, 31 U.S.C. 6901-6907, as amended, authorized the program. The PILT Act prescribes the formula used to compute the annual payments based on annually adjusted per-acre and population variables. Prior year Federal payments under certain revenue sharing programs, as reported annually by states, are deducted in formulating the payment amounts. A provision in the PILT Act provides temporary compensation for recent additions to the National Park System and National Forest Wilderness Areas.

On March 23, 2018, the President signed the Consolidated Appropriations Act, 2018 (P.L. 115-141) which appropriated full funding for PILT. Approximately 1,900 local jurisdictions received a total of $\$ 552.8$ million in PILT payments this year.

For 2018, your County is receiving a PILT payment of $\$ 2,635$. If you provided current bank routing and account numbers to our Interior Business Center office or to the System of Awards Management (SAM), an electronic funds transfer was posted to your account on or about June 26, 2018. If you did not receive a payment or require further information, please refer to www.doi.gov/pilt. The website includes information on how to register in SAM to expedite receipt of future PILT payments. If you have any questions, please contact the PILT Program Manager, Ms. Dionna Kiernan, at (202) 513-7783.

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## UNFINISHED BUSINESS



## Town of Mount Desert

## Treasurer's Office

 MEMORANDUMTO: BOARD OF SELECTMEN FROM: Kathryn A Mahar

SUBJECT: Unfinished Business- DATE: July 16, 2018<br>Issuc Quir Claim Deed

## HISTORY:

On March 23, 2009, the Board of Selectmen approved issuing a quit claim deed to Trasi and Robert Colson for two foreclosed Tax Liens for the tax years 2004 and 2005 on their property at 36 Oak Hill Road in Mount Desert.

In reviewing the documentation on file, it has been determined that a Quit Chaim Deed was issued and filed (IICRD Book 5185, Page 216) to release the Town's interests for the foreclosed 2005 Tax Licn.

Howeter, the 2004 Tax Lien (HCRD Book 4239, Page 327) was not referenced in the Quit Claim Deed that was filed in 2009 and it still remains as an attachment on that property for the Town's interest.

## RECOMMENDATION:

I recommend that the Board of Selectmen issue a Quit Claim Deed to Trasi and Robert Colson relinquishing the Town's interests acquired by the 2004 tax lien recorded in the Hancock County Registry of Deeds Book 4239, Page 327.

After discussion with the Board about letting the State Planning Office write the Shoreland Zoning Ordinance, Selectman Mooers moved to table this agenda item until Code Enforcement Officer Keene and the Planning Board members can come and justify the expense, seconded by Selectman Bucklin. The motion was approved 5-0.
H. Approve Quit Claim Deeds for foreclosed properties that have repaid all back taxes, Colson and Thomas.

After discussion on necessary grammatical corrections to the deeds, Selectman Smith moved to approve the Quit Claim Deeds for foreclosed properties that have repaid all back taxes, Colson and Thomas, seconded by Selectman Mooers. The motion was approved 5-0.
I. Approve Dobbs Productions Inc. request to use public access channel 2 to broadcast "The Acadia Chamel."

Selectman Mooers moved to approve Dobbs Productions Inc. request to use public access channel 2 to broadcast "The Acadia Channel.", seconded by Selectman Mooers. The motion was approved 5-0.
J. Discussion with Police Chief Willis to decide if an application for a COPS Grant is appropriate for the Town.

After discussion with Police Chief Willis, Selectman Mooers moved to approve the application for a COPS grant, seconded by Vice Chairman Smallidge. The motion failed 1-4, Selectman Mooers voted in favor.
K. Sign Municipal Warrant for Prosecuting Unlicensed Dog Owners/Keepers.

Selectman Smith approved signing the Municipal Warrant for prosecuting unlicensed dog owners/keepers, seconded by Selectman Mooers. The motion was approved 5-0.
L. Sigrt School Budget Validation Referendum Warrant.

Selectman Bonville approved signing the School Budget Validation Referendum Warrant, seconded by Selectman Bucklin. The motion was approved 5-0.
M. Sign Warrant and Notice of Election Calling Mount Desert Island Regional School District Budget Validation Referendum.

Selectman Bonville approved signing the Warrant and Notice of Election Calling Mount Desert Island Regional School District Budget Validation Referendum, seconded by Selectman Smith. The motion was approved 5-0.

## VII. General Issues

## STATE OF MAINE TAX COLLECTOR'S LIEN CERTIFICATE



I hereby certify that a tax (or balance) of $\$ 906$ dollars and 94 cents assessed to the real estate described below having been duly and legally committed to Michael S. Chammings on June 15, 2004 and recommitted to me for collection on November 15, 2004 as Tax Collector for the Municipality of Mount Desert, together with interest of $\$ 50.23$ (which has been added to and become a part of said tax) remains unpaid. The tax was assessed to real estate described as follows:

Hancock County Registry of Deeds
Book 2679 Page 94
Town Tax Map 010 Lot 099000000
and was assessed against DICKEY, JUANITA, HEIRS (and) as owner(s).
A LIEN IS HEREBY CLAIMED on the above-described real estate to secure payment of the tax.
A demand for payment of said tax has been legally made of DICKEY, JUANITA, HEIRS (and) as owner(s) by me, in accordance with the provisions of 36 M.R.S.A. §942.

Tax
Interest
Add"I Costs
Certified Mailings
Registry Deeds
Total
\$ 995.01


Tax Collector
Town of Mount Desert

Hancock County, ss
STATE OF MAINE July 8, 2005

Then personally appeared the above named Brent W. Hamor, Tax Collector of said Municipality, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.


# MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS 

KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Town of Mount Desert, a body corporate and politic located in Hancock County, State of Maine, for consideration paid, releases to Trasi Colson and Robert W. Colson, as tenants-in-common, a certain parcel of land with building thereon, if any, located in the Town of Mount Desert Hancock County, State of Maine, identified as follows: Town Tax Map 010, Lot 099-000-000, on the Tax Maps of the Town of Mount Desert on file in the Office of the Assessors at Northeast Harbor, Maine. The Town of Mount Desert has acquired its interest in said parcel of land through automatic foreclosure of a lien dated May 26, 2006 recorded in Book 4498 Page 94 of the Hancock County Registry of Deeds, and hereby only releases the Town's interest acquired by said lien.

The Inhabitants of the Municipality of the Town of Mount Desert have caused this instrument to be signed in its corporate name by Jeffery Smith, Patrick Smallidge, James Mooers and Charles Bucklin its Municipal Officers duly authorized.

Witness our hands this $21^{5 t}$ day of April 2009


Witness

Witness

INHABITANTS OF THE TOWN OF MOUNT DESERT


## ACKNOWLEDGEMENT

State of Maine
Hancock County, ss.

Date: April 21, 2009

Then personally appeared before me the above-named Municipal Officers of the Town of Mount Desert, and acknowledged the foregoing to be their free act and deed in their said capacity and free act and deed of the Inhabitants of said Municipality.

Before me,


STATE OF MAINE
TAX COLLECTOR'S LIEN CERTIFICATE 36 M.R.S.A. § § 942, 943

I hereby certify that a tax (or balance) of $\$ 936$ dollars and 73 cents assessed to the real estate described below and committed to me as Tax Collector for the Municipality of Mount Desert for collection on June 30, 2005, together with interest of $\$ 53.3$ (which has been added to and become a part of said tax) remains unpaid. The tax was assessed to real estate described as follows:

Hancock County Registry of Deeds
Book 4085 Page 1
Town Tax Map 010 Lot 099000000
and was assessed against COLSON, TRASI (and) COLSON, ROBERT W as owner(s).
A LIEN IS HEREBY CLAIMED on the above-described real estate to secure payment of the tax.
A demand for payment of said tax has been legally made of COLSON, TRASI (and) COLSON,
ROBERT Was owner(s) by me, in accordance with the provisions of 36 M.R.S.A. $\S 942$.

Tax $\quad \$ 936.73$
Interest
Add' Costs
Certified Mailings
Registry Deeds
26.00

Total \$1.038.31


Tax Collector Town of Mount Desert

Hancock County, ss STATE OF MAINE
May 26, 2006

Then personally appeared the above named Brent W. Hamor, Tax Collector of said Municipality, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

SOELIE D. NOLAN, MOTAAY PUELC


STATE OF MANE
MY COMMSSION EXPIPES 7/52007

## MUNICIPAL QUIT-CLAIM DEED WITHOUT COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Town of Mount Desert, a body corporate and politic located in Hancock County, State of Maine, for consideration paid, releases to Trasi Colson and Robert W Colson, as tenants-in-common, a certain parcel of land with building thereon, if any, located in the town of Mount Desert, Hancock County, State of Maine, identified as follows: Town Tax Map 010, Lot 099-000-000, on the Tax Maps of the Town of Mount Desert on file in the Office of the Assessor at Northeast Harbor, Maine. The Town of Mount Desert has acquired its interest in said parcel of land through automatic foreclosure of a lien dated July 8, 2005 recorded in Book 4239 Page 327 of the Hancock County Registry of Deeds, and hereby only releases the Town's interest acquired by said lien.

The Inhabitants of the Municipality of the Town of Mount Desert have caused this instrument to be signed in its corporate name by John B. Macauley, Matthew Hart, James F. Mooers, Martha T. Dudman and Wendy H. Littlefield its Municipal Officers duly authorized.

Witness our hands this $16^{\text {dh }}$ day of July 2018
THE INHABITANTS OF THE TOWN OF MOUNT DESERT

## Witness

Witness

Witness

Witness

Witness
STATE OF MAINE
HANCOCK, ss.

John B. Macauley, Selectman

Matthew Hart, Selectman

James F. Mooers, Selectman

Martha T. Dudman, Selectman

Wendy H. Littlefield, Selectman

July 16, 2018

Personally appeared the above-named Municipal Officers of the Town of Mount Desert, and acknowledged the foregoing instrument to be their free act and deed in their said capacity, and the free act and deed of the Inhabitants of the Town of Mount Desert.

Before me,

## NEW BUSINESS

## TOWN OF MOUNT DESERT

## PUBLIC SPACE SPECIAL EVENT APPLICATION

Application Fee - $\$ 10.00$

## NOTE - Applications are due 60 days prior for major events and

 30 days prior to event for minor events.$$
\text { PERMIT \#: } 12 \cdot 2016 \text { DATE OF EVENT: } 09 / 29 / 2018 \text { (Saturday) }
$$

DATE APPLICATION RECEIVED: $\qquad$ $7 \cdot 10 \cdot 2018$

PUBLIC SPACE REQUESTED: Please check: Northeast Harbor Marina Green Seal Harbor Village Green Suminsby Park $\quad$ Otter Creek Playground $\qquad$ Hall Quarry Park $\qquad$ Pond's End $\qquad$
TYPE OF EVENT - MAJOR OR MINOR SEE POLICY FOR DEFINITIONS: (circle one)
APPLICANT: $\underset{\text { (Pain) }}{\text { Cain }}$ (circle one) Dufraine ${ }_{\text {(Signature) }}$
mailing address: 11 Jodiro Lane, Apt. 103 . Colonic, NY 12205
PHONE: (413) 834-4767 (267) 984-2262* (Home)
(cellular)
OTHER CONTACT INFO: $\underset{\text { (Email) }}{\text { cdufaine@gmail.com }} \underset{\text { (fax) }}{\sim / A}$
AGENT:
(Print)
AGENT MAILING ADDRESS: $\qquad$
PHONE:
(Agent home)
(Agent business) (Agent cellular)
OTHER CONTACT INFO: $\qquad$ Cor
(Agent email)
What is the tax status of the applicant? (Non-protit)
(Agent fax)

Does the applicant propose that amplified sound be used for event? Yes $\qquad$ (No ${ }^{2}$ If yes, include description:

USE REQUESTED (Applicant, review the Public Space Use Policy, then explain what you want 10 do) We plan to use this beautiful space to hold a small wedding ceremony gathering of about 50 guests, weather permitting. We will not have any teat ts or items stabile into the ground, We understand it is a public park, aud de not expect it to be closed during the event. We embrace a leave no trace" philosophy and will not pave any signs of the
 Approved this $\qquad$ day of $\qquad$ , 20, , by a majority of the Board of Selectmen: to carpool.

# Division of Alcoholic Beverages and Lottery Operations <br> Division of Liquor Licensing and Enforcement 

## Corporate Information Required for Business Entities Who Are Licensees

For Office Use Only:
License \#: $\qquad$
SOS Checked: $\qquad$

100\% Yes $\square \quad$ No $\square$

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: $\qquad$
2. Doing Business As, if any: $\qquad$ Tavern
3. Date of filing with Secretary of State: 8-18-2016 State in which you are formed: maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

(Stock ownership in non-publicly traded companies must add up to $100 \%$.)
6. If Co-Op \# of members: $\qquad$ (list primary officers in the above boxes)
7. Is any principal person involved with the entity a law enforcement official?

Yes $\square$ No $\quad$ If Yes, Name: $\qquad$ Agency: $\qquad$
8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes $\square$ No $X$
9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: $\qquad$
Date of Conviction: $\qquad$
Offense: $\qquad$
Location of Conviction: $\qquad$
Disposition: $\qquad$

## Signature:

si= 7ass 7-3-18
Signature of Duly Authorized Person Date

STeven FOSs
Print Name of Duly Authorized Person

Submit Completed Forms to:
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement 8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov


BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS DIVISION OF LIQUOR LICENSING AND ENFORCEMENT 8 STATE HOUSE STATION，AUGUSTA，ME 04333－0008 10 WATER STREET，HALLOWELL，ME 04347
TEL：（207）624－7220 FAX：（207）287－3434
EMAIL INQUIRIES：MAINELIQUOR＠MAINE．GOV

| DIVISION USE ONLY |
| :--- |
| License No： |
| Class：$\quad \mathrm{By}:$ |
| Deposit Date： |
| Amt．Deposited： |
| Cash Ck Mo： |

## INDICATE TYPE OF LICENSE：

| 图 RESTAURANT（Class I，IIIIII，IV） | $\square$ RESTAURANT／LOUNGE（Class XI） | $\square$ CLASS A LOUNGE（Class X） |
| :--- | :--- | :--- |
| $\square$ Hotel（Class I，II，III，IV） | $\square$ HOTEL，FOOD OPTIONAL（Class I－A） | $\square$ BED\＆BREAKFAST（Class V） |
| $\square$ CLUB wo Catering（Class V） | $\square$ CLUB with CATERING（Class I） | $\square$ GOLF COURSE（Class I，II，III，IV） |
| $\square$ TAVERN（Class IV） | $\square$ QUALIFIED CATERING $\quad \square$ OTHER： |  |
|  |  |  |
|  | REFER TO PAGE 3 FOR FEE SCHEDULE |  |

ALL QUESTIONS MUST BE ANSWERED IN FULL


If business is NEW or under new ownership，indicate starting date：
Requested inspection date： $\qquad$ Business hours：
1．If premise is a Hotel or Bed \＆Breakfast，indicate number of rooms available for transient guests： $\qquad$ $1 / 4$
2．State amount of gross income from period of last license：ROOMS \＄ $\qquad$ FOOD \＄ 475926 LIQUOR \＄ 171,522 $\qquad$
3．Is applicant a corporation，limited liability company or limited partnership？YES $\boxtimes$ NO $\square$ If Yes，please complete the Corporate Information required for Business Entities who are licensees．

4．Do you own or have any interest in any another Maine Liquor License？Yes No If yes，please list License Number，Name，and physical location of any other Maine Liquor Licenses．

5．Do you permit dancing or entertainment on the licensed premises？YES 母 NO
6．If manager is to be employed，give name：Ste ven foss
7．Business records are located at： 10 Huntington Rol，Northacist Harbor，mmE 02／662
8．Is／are applicants（s）citizens of the United States？
YES 国 NO
9．Is／are applicant（s）residents of the State of Maine？
YES NO
10．List name，date of birth，and place of birth for all applicants，managers，and bar managers．Give maiden name，if married： Use a separate sheet of paper if necessary．

| Name in Full（Print Clearly） | DOB | Place of Birth |
| :---: | :---: | :---: |
| Steven Earl foss |  | Bongor，me |
| Margie mendioia morse－foss |  | Bangor，ME |
| Residence address on all of the above for previous 5 years（Limit answer to city \＆state |  |  |
| Stewen ross－wintergort，ME a Nashville，TN Margie morse－4oss－winterport，mE |  |  |

11．Has／have applicant（s）or manager ever been convicted of any violation of the law，other then minor traffic violations， of any State of the United States？YES $\square$ NO 区

Name： $\qquad$ Date of Conviction： $\qquad$
Offense： $\qquad$ Location： $\qquad$
Disposition： $\qquad$ （use additional sheet（s）if necessary）

12．Will any law enforcement official benefit financially either directly or indirectly in your license，if issued？ Yes $\square$ No If Yes，give name：

13．Has／have applicant（s）formerly held a Maine liquor license？YES $\mathbb{N}$ NO
14．Does／do applicant（s）own the premises？Yes $\square$ No If No give name and address of owner： $\qquad$

15．Describe in detail the premises to be licensed：（On Premise Diagram Required） Rextornfy GAR
16．Does／do applicant（s）have all the necessary permits required by the State Department of Human Services？ YES 図 NO $\square$ Applied for： $\qquad$
17．What is the distance from the premises to the NEAREST school，school dormitory，church，chapel or parish house， measured from the main entrance of the premises to the main entrance of the school，school dormitory，church，chapel or parish house by the ordinary course of travel？－ $\qquad$
$\qquad$
Which of the above is nearest？C－hurch
18．Have you received any assistance financially or otherwise（including any mortgages）from any source other than your－ self in the establishment of your business？YES $\square$ NO $\square$ If YES，give details： $\qquad$

The Division of Liquor Licensing \& Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to $\$ 2,000$ or both."
FILING FEE: (must be included on all applications) ..... \$ 10.00
Class I Spirituous, Vinous and Malt ..... \$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants: Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) ..... $\$ 1,100.00$
CLASS I-A: Hotels only that do not serve three meals a day.
Class II Spirituous Only
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.$\$ 220.00$Class III Vinous OnlySignature of Applicant or Corporate Officer(s)
STeven FoggPrint Name
FEE SCHEDULE
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges;Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants;Vessels; Pool Halls; and Bed and Breakfasts.
Class IV Malt Liquor Only ..... \$ 220.00
CLASS IV: Airlines: Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.
Class V Spirituous, Vinous and Malt (Clubs without Catering. Bed \& Breakfasts) ..... \$ 495.00
CLASS V: Clubs without catering privileges.
Class X Spirituous, Vinous and Malt - Class A Lounge ..... \$2,200.00
CLASS X: Class A Lounge
Class XI Spirituous, Vinous and Malt - Restaurant LoungeCLASS XI: Restaurant/Lounge; and OTB.
\$1,500.00UNORGANIZED TERRITORIES $\$ 10.00$ filing fee shall be paid directly to County Treasurer. All applicants in unor-ganized territories shall submit along with their application evidence of payment to the County Treasurer.

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the Treasurer, State of Maine.
This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008.
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

## TO STATE OF MAINE MUNICIPAL OFFICERS \& COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: $\qquad$ , Maine $\qquad$
On:
City/Town
(County)
$\qquad$

The undersigned being: $\square$ Municipal Officers $\square$ County Commissioners of the
City $\square$ Town $\square$ PlantationUnincorporated Place of: $\qquad$ , Maine

## THIS APPROVAL EXPIRES IN 60 DAYS

## NOTICE - SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses. except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time. the applicant may request a waiver of the hearing.
A. The bureau shall prepare and supply application forms. [1993, c. $730, \$ 27$ (AMD).]
B. The municipal officers or the county commissioners. as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).!
C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph. the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213 , S1 (AMD).]
D. If an application is approved by the municipal officers or the county commissioners but the bureau finds. after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 \{NEW\}.] [ 2003, c. 213, \$1 (AMD)
2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, C.45, Pt. A, §4 (NEW). ]
B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]
C. Conditions of record such as waste disposal violations. health or safety violations or repeated parking or tralfic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. $730, \$ 27$ (AMD).]
D. Repeated incidents of record of breaches of the peace. disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises: [1989, c. 592, $\$ 3$ (AMD).]
E. A violation of any provision of this Title: [2009, c. 81, 51 (AMD).]
F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601: and [2009, c. 81, $\$ 2$ (AMD).]
G. Alter September 1, 2010, server training. in a program certified by the bureau and required by local ordinance. has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (钟攻).]
```
[ 2009, c. 81, $$1-3 (AMD) .1
```

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal ollicers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city. town or unincorporated place where the premises are situated. In acting on such an appeal. the bureau may consider all licensure requirements and findings referred to in subsection 2.
A. [1993, c. $730, \$ 27$ (RP).]
B. If the decision appealed from is an application denial. the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c.730. $\$ 27$ (AMD) .]
\{1995.c.140. §6(AMD).]
t. No license to person who moved to obtain a license. [ 1987, C. 342, §32 (RP) .]
4. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureat.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal. if an applicant's license renewal is denied. the bureau shall refund the applicant the prorated amount of the unused license fee.
1995. C. 140. $\$ 7$ (AMD); 1999, c. 547, Pt. B, $\$ 78$ (AMD); 1999, C. 547. Pt. B. 580 (AEF).

## Please be sure to include the following with your application:

Completed the application and sign the form.
Signed check with correct license fee and filing fee.
Your local City or Towns signature(s) are on the forms.
Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).
Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.
Complete the Corporate Information sheet for all ownerships except sole proprietorships.
If you have any questions regarding your application, please contact us at (207) 624-7220.

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing \& Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov

| DIVISION USE ONLY |
| :--- |
| $\square \quad$ Approved |
| $\square$ Not Approved |
| BY: |

## ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.


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

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

## MEMO

To: Durlin Lunt, Town Manager
From: James Willis, Police Chief
Re: Law Enforcement Mutual Aid Agreement with Southwest Harbor
Date: July 09, 2018

Attached is a Mutual Aid Agreement for Policing Services between the Communities of Bar Harbor, Mount Desert and Southwest Harbor. I am requesting that the Board of Selectmen approve and sign the agreement at their July 16, 2018 meeting.

In 2015, Bar Harbor and Mount Desert entered into a Law Enforcement Mutual Aid Agreement that we continue to utilize. When that agreement was implemented, the existing Mutual Aid Agreement between Southwest Harbor and Mount Desert was repealed and not replaced, leaving Southwest Harbor without a formal Mutual Aid Agreement for Law Enforcement with neighboring agencies.

Chief Brown of the Southwest Harbor Police Department recently asked that we draft an agreement and present it for our respective elected official's approval. We have used a draft that was prepared in 2015. This draft was also reviewed by our Attorneys in 2015. It was not executed at the time as Southwest Harbor was searching for a Police Chicf during that time and they preferred to finish that process prior to moving forward.

The Southwest Harbor Selectmen signed the draft agreement at their June 26, 2018 meeting. I plan to present it to the Bar Harbor Town Council for consideration on July 17, 2018.

Our agencies work well together and commonly assist and back each other up on calls when necessary. A review of 2018 incidents indicates we have assisted Southwest Harbor PD approximately 20 times, and they have done the same for us about as many times. Most of them are related to officer safety such as back up during traffic stops and arrests and to ensure proper response to potentially dangerous calls such as domestic violence incidents. The majority of the mutual aid assistance with Southwest Harbor is between Mount Desert and Southwest Harbor. It is important for Bar Harbor to be a part of the agreement because under our current arrangement, Bar Harbor and Mount Desert's Officers routinely work in both towns.

# Mutual Aid Agreement for Policing Services between the Communities of <br> Bar Harbor, Mount Desert and Southwest Harbor 

This agreement between the participating municipalities and law enforcement agencies is effective $\qquad$ and supersedes all previous agreements on this subject.
It is acknowledged that on June 01, 2015 the towns of Bar Harbor and Mount Desert entered into a separate agreement for law enforcement mutual aid between their two communities and that agreement will remain in place and unaffected by this agreement.
This agreement is made and entered into by and between the Towns of Bar Harbor, Mount Desert and Southwest Harbor. The purpose of this agreement is to facilitate law enforcement mutual aid between the law enforcement agencies serving Bar Harbor/Mount Desert and the Law Enforcement agency serving Southwest Harbor. It is also the purpose of this agreement to comply with M.R.S.A. Title $30-\mathrm{A}$, section 2674 , as the same may be amended from time to time.

WHEREAS, the Town Council of the Town of Bar Harbor, by vote taken on $\qquad$ , 20 , at a regular meeting of the Bar Harbor Town Council, agreed to extend mutual aid assistance to the Towns of Southwest Harbor;

WHEREAS, the Board of Sclectmen of the Town of Mount Desert, by vote taken on $\ldots, 20 \ldots$, at a regular meeting of the Mount Desert Board of Selectmen, agreed to extend mutual aid assistance to the Towns of Southwest Harbor;

WHEREAS, the Board of Selectmen of the Town of Southwest Harbor, by vote taken on June 26, 2018, at a regular meeting of the Southwest Harbor Board of Selectmen, agreed to extend mutual aid assistance to the Towns of Bar Harbor and Mount Desert's police agencies;

Now therefore, in consideration of the mutual promises and covenants contained hercin, the Towns of Bar Harbor/Mount Desert and the Town of Southwest Harbor intending to be legally bound agree as follows;

1. That mutual aid assistance will be made when either police agency requires additional manpower and/or resources to protect life or property, to maintain order, to prevent the commission of criminal acts, to prevent the escape of a person who has committed a criminal act, and to ensure officer safety pursuant to standard police practice and training guidelines.
2. That mutual aid assistance will be provided when either police agency requires assistance for a major unplanned incident or lack of sufficient man-power, that jeopardizes the health and welfare of the citizens of the requesting municipality or county and when delay or limited staffing may cause further jeopardy to life or property or in the case of jointly planned collaborative activity.
3. In the event of a mutual aid situation, the Chief of Police or their designee of the agency requiring mutual aid, shall contact, the Chief of Police or their designee of the agency from which mutual aid is being requested, and provide information that is relevant for appropriate response and record keeping.
4. In the event of a mutual aid situation, each assisting agency will furnish personnel, equipment or services that are available, in the opinion of the assisting department's Chief of Police, or his designee. The assisting agency's Chief of Police or his designee must take into consideration; the continuing amount of police protection required within their own jurisdiction when making this decision and may deny a request for mutual aid based on the needs within their own jurisdiction.
5. In the event of a mutual aid situation, each assisting agency will be responsible for the wages, pension, workers compensation and other benefits incurred by its own personnel, and shall be liable, if any liability is determined to exist, for personal injury or property damages caused by or occurring to its own personnel in the course of providing assistance, except for liability incurred by the command or operational decisions made by the requesting department which will be assumed by the requesting department.
6. During mutual aid situations, all personnel from assisting agencies shall report to, and shall work cooperatively under, the direction and supervision of the requesting agency for the purpose of incident management. At all times, Police Officers shall adhere to the policies and procedures of their own agency, and shall only be required to respond to lawful orders.
7. Police Officers responding to mutual aid assistance requests outside of their appointed jurisdiction shall have the same authority as Police Officers of the requesting agency and, when assisting other municipalities, shall have the same privileges and immunities as when acting in their own municipality and as an officer of the requesting agency, except as to the service of civil process.
8. Each municipality represents to the other that it has full and complete authority to enter into the agreement and the person executing this Mutual Aid Agreement on its behalf is duly authorized to do so.
9. Either municipality may terminate participation in this agreement by vote of the municipality's Municipal Officers, with our without cause, upon written notice to the other municipality party to this agreement.
10. All written notices shall be deemed to have been properly given if personally delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed to a party for whom it is intended as its address herein set forth:

If to Bar Harbor:
Town Manager
93 Cottage Street
Bar Harbor, Maine 04609

## If to Mount Desert

Town Manager
P.O. Box 248

Northeast Harbor, ME 04662

## If to Southwest Harbor:

Town Manager
P.O. Box 745

Southwest Harbor, Maine 04679
13. Any subsequent modifications or amendments relating to this Agreement shall be in writing and be signed by all parties.
14. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to the other persons or circumstances, shafl not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent of the law.
15. Each party represents to the other, and each relies upon the other's representation, that they and their undersigned representatives are fully authorized and empowered to enter into this Agreement and to bind their principals and constituents.
16. The benefits and burdens of this Agreement shall inure to and be binding upon the successors, assigns, and constituents of Bar Harbor, Mount Desert and Southwest Harbor.
17. This Agreement shall be construed and governed under the laws of the State of Maine.
18. Each of the parties' hereto agrees to take any and all actions reasonably necessary in order to effectuate the intent, and to carry out the provisions of this Agreement.
19. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

## Signatures

## Municipal Officers of the Towns of

## Mount Desert

$\qquad$
1.

John B. Macauley, Chair

1. $\qquad$ Gary Friedmann, Chair
$\qquad$
Matthew Hart, Vice Chair
2. 

Matthew Hochman, Vice Chair
3.

Wendy Littlefield, Secretary
4


Martha T. Dudman
5.

6.

Stephen Coston
7.

Joe Minutolo

## Signatures

## Municipal Officers of the Town of

 Dan Norwood, Chair
2.

3.

4.
5.



BHPD
37 Firefly Lane
Bar Harbor, Maine 04609
Tel: 207-288-3391
ivillis/barharbormaine.gov


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

## MEMO

## To: Durlin Lunt, Town Manager

From: James Willis, Police Chief
Re: General Agreement with Acadia National Park
Date: July 09, 2018

Attached is a copy of a General Agreement between the U.S. Department of the Interior, National Park Service, Acadia National Park and the Municipalities of Bar Harbor and Mount Desert. I am requesting that the Board of Selectmen review it and authorize me sign the agreement on behalf of the Town, at their July 16, 2018 meeting.

This agreement was drafted at the request of the Chief Ranger at Acadia National Park and is intended to set procedures and standards for times when National Park Rangers assist our Law Enforcement Officers outside of Acadia National Park.

We routinely work with Park Rangers, providing one another with officer back up for potentially dangerous calls and traffic stops, assistance with traffic control at law enforcement scenes and with the planning and management of major events taking place in our communities. Our Officers have concurrent jurisdiction inside the park within our respective towns and this agreement provides foundation for the Park Rangers to have authority outside the park in our respective lowns.

The document has been reviewed by Solicitors in Washington, DC and by our attorney; their suggestions are incorporated in the agreement.

# GENERAL AGREEMENT <br> BETWEEN <br> THE U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, ACADLA NATIONAL PARK <br> AND <br> The Municipalities of BAR HARBOR and MOUNT DESERT POLICE DEPARTMENTS 

## General Agreement for the authorization and coordination of emergency law enforcement assistance:

This General Agreement ("GA" or "Agreement") is hereby entered into by and between the Bar Harbor Police Department and Mount Desert Police Department (herein after respectively referred to as "BHPD" and "MDPD") and the Department of Interior, National Park Service (herein after referred to as "NPS"), Acadia National Park. For purposes of this Agreement, the term"outside National Park means outside the boundary of Acadia National Park as established in the Acadia National Park Boundary Act of 1986, as amended (P.L. 99-420 (16 U.S.C. § 341 note).

## ARTICLE I - Background and Objectives

The purpose of this General Agreement is to recognize the need and set procedures and standards for the coordination of emergency law enforcement efforts among BHPD, MDPD, and NPS. All parties recognize through long experience that violations affecting the safety and welfare of citizens, property and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries.

All parties have determined that the provision of law enforcement across jurisdictional boundaries in certain circumstances will be beneficial and will increase the ability of the BHPD/MDPD and the NPS to protect the safety and promote the general welfare of the public.

## ARTICLE II - Legal Authority

## WHEREAS

1. The U.S. Department of the Interior, National Park Service (NPS) manages Acadia National Park pursuant to Title 16 United States Code § 341 and Title 54 United States Code §§ 100101 et seq.
2. 54 U.S.C. § 102701 authorizes the Secretary of the Interior "to designate . . certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System"; and
3. Title 54 U.S.C. § 102711 authorizes the NPS to render "emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System"; and
4. Title 12 Maine Revised Statutes Annotated § 10401 provides that: "Officials with full powers of game wardens: Sheriffs, deputy sheriffs, police officers, constables, marine patrol officers, Baxter Park rangers, wardens of the Penobscot Indian Nation within the Penobscot Indian Territory, as defined by Title 30, section 6205, subsection 2, wardens of the Passamaquoddy Tribe within the Passamaquoddy Indian Territory, as defined by Title 30, section 6205, subsection 1, and law enforcement personnel employed by the United States Department of the Interior have the powers of game wardens."

## ARTICLE III -- Responsibilities and Understandings of the Parties

The parties agree as follows to perform the functions specified below in accordance with the provisions of this GA. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by BHPD or MDPD.
A. For the term of this Agreement, the NPS agrees to:

1. Provide emergency law enforcement assistance outside the National Park when requested by the BHPD or MDPD to respond within their municipal jurisdictions.
2. Render emergency law enforcement assistance to BHPD and MDPD subject to the availability of staff and resources, with due consideration to circumstance in both the requesting and assisting jurisdiction.
3. Provide emergency law enforcement assistance in situations where NPS law enforcement personnel, while in the course of their official duties, observe an immediate threat or emergency, as defined below in section III.C.1. In such cases the NPS law enforcement will notify the BHPD or MDPD of identified emergencies as soon as practical.
4. Secure and manage such law enforcement scene until arrival of a BHPD or MDPD officer.
5. Relinquish control of a law enforcement scene upon the arrival of the first BHPD/MDPD officer. The NPS, however, may continue to assist at the scene upon request by the BHPD or MDPD officer.
6. Provide cooperative assistance at an emergency law enforcement scene outside NPS' jurisdiction until such time as:
a. The BHPD or MDPD have adequate assets on scene to safely control the incident; or
b. The BHPD or MDPD release NPS assets; or
c. Supervisory personnel of the NPS remove their assets. Notifications will be made and withdrawal of personnel will be coordinated with local cooperators.
7. Deem any NPS personnel rendering emergency law enforcement assistance as "on duty".
8. Provide BHPD and MDPD with an after-hours call-out list of law enforcement personnel. The call-out list will include the names and telephone numbers of supervisors and permanent staff who may be contacted in an emergency. This list will be updated by the NPS as needed to reflect personnel changes.
B. For the term of this Agreement, BHPD and MDPD agree to:
9. Authorize emergency assistance by the NPS for incidents outside of the park and within their respective municipal jurisdictions.
10. Make requests for NPS assistance by the following means:
a. During park hours of operation, requests for assistance will be handled through the Acadia Dispatch.
b. When the Acadia Dispatch is not in operation, requests for assistance will be made through the after-hours call-out list provided by NPS.
11. Use the following command and control principles while on scene:
a. The BHPD or MDPD Incident Commander will be in tactical control of all assets including NPS employees, consistent with the following requirements:
i. NPS employees' assignments and actions must always be consistent with Federal law, regulations and NPS policy. NPS employees assigned duties inconsistent with those laws and policies will promptly notify the commanding officer.
ii. Incident planning will occur cooperatively.
iii. The on-scene commander shall exercise command and direction of the NPS only through the highest ranking NPS present on the scene.
b. In complex incidents the agencies will establish a Unified Command or the departments will ensure that an NPS Agency Representative is requested. The Agency Representative reports directly to the Incident Commander (or equivalent). The NPS Agency Representative will
advise the Incident Commander of the abilities and limitations of NPS assets.
C. For the Term of this Agreement, NPS and BHPD and MDPD jointly agree that:
12. Incidents meeting the standards of cooperative assistance include:
a. Emergency responses such as life or death incidents, serious injury/fatality, accident scenes, crime scenes involving the protection of human life, officer safety, and threats to public health or safety or any other similar incident that a reasonable law enforcement officer would consider an emergency.
b. Probable cause felonies and felonies committed in the presence and observed by commissioned employees.
c. Misdemeanors committed in the presence of commissioned employees that present an immediate threat to the health and safety of the public.
13. Nothing in this agreement shall abrogate the responsibility and authority of the agencies to meet their respective missions and to train, assign, supervise, control and compensate their employees.
14. Nothing in this agreement shall diminish or expand the primary jurisdictions of the respective agencies.
15. Nothing in this agreement shall obligate either agency to provide assistance that would jeopardize their ability to accomplish their primary legislated mission. The provisions of this agreement are subject to the limitations imposed by workloads or fiscal constraints.
16. Cooperative law enforcement actions will be considered to the extent allowed by law as being within the scope of employment and under administrative control of the NPS. NPS law enforcement employees are not employees, agents or borrowed servants of The Bar Harbor or Mount Desert Police Departments.
17. NPS law enforcement employees will wear only the uniform of the NPS or plain clothes as authorized by the NPS. They will not wear the uniform of The Bar Harbor or Mount Desert Police Departments.
18. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other. NPS employees will not receive any monetary compensation from any agency other than the NPS.
19. Unless otherwise agreed to in writing by the parties, any property furnished by
one party to the other will remain the property of the fumishing party.
20. The parties will exercise their best efforts to perform their responsibilities under this Agreement in a timely and professional manner. However, nothing in this Agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

## ARTICLE IV - Term of Agreement

This Agreement shall be effective for a period of five years after the date of the final signature, unless it is terminated earlier by one of the parties pursuant to Article V that follows. At the conclusion of that five-year term, this Agreement may be extended or renewed by written agreement of the parties.

## ARTICLE V-Termination

This Agreement may be modified only by a written instrument executed by the parties.
Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

## ARTICLE VI - Kcy Officials

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

## 1. For the NPS:

Superintendent
Acadia National Park
P.O. Box 177

Bar Harbor, ME 04609
207-288-8700
207-288-8709 FAX
2. For the Bar Harbor Police Department:

Chief of Police
Bar Harbor Police Department
37 Firefly Ln
Bar Harbor, ME 04609
207-288-3391

## 3. For the Mount Desert Police Department:

Chief of Police<br>Mount Desert Police Department<br>21 Sea St

Northeast Harbor, ME 04662
207-276-5111
B. Communications - BHPD and MDPD will address any communication regarding this Agreement to the Superintendent or his/her designee. The NPS will address any communication regarding this Agreement to the Bar Harbor/Mount Desert Chief of Police or his/her designee.

## ARTICLE VII - Prior Approval

The parties shall coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval. Each party agrees not to comment to the media on law enforcement incidents that occur in the other party's jurisdiction. All media inquiries will be directed to the respective agency's information officer or designee.

## ARTICLE VIII - Liability and Insurance

BHPD and MDPD shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, clairns, actions, suits, penalties, fines, costs and expenses (including reasonable attomeys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of BHPD and MDPD, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. BHPD and MDPD shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by BHPD and MDPD, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the parties, shall undertake the remedial work to repair or replace the damaged lands or property. BHPD and MDPD will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of BHPD and MDPD, its employees, agents, representatives or contractors (including any contractor's subcontractors).

## ARTICLE IX - Accounting and Reports

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties. To the extent authorized by law, any documents or data exchanged between the parties to this Agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative concurs that release is appropriate.

## ARTICLE X - Property Utilization:

Intellectual Property: As used herein, "Intellectual Property" means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party's employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.
A. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.
B. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.
C. Upon the termination of this Agreement all Intellectual Property of the Partner shall, to the extent such Intellectual Property are owned by the Partner and are transferable, shall become the property of NPS.

## ARTICLE XI - General Provisions:

A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race,
color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
C. Member of Congress: Pursuant to 41 U.S.C. $\S 22$, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
D. Lobbying with Appropriated Money: BHPD and MDPD will not undertake activities, including lobbying for proposed non-Federal entity or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude BHPD or MDPD from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any nonFederal entity or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other govemment official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail BHPD's or MDPD's ability to interact with elected officials.
E. Drug Free Workplace Act: BHPD and MDPD certify that comprehensive actions will be taken to ensure their workplace are drug-free.
F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
G. Assignment, Binding Effect: No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
I. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and govemment policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
J. Disclaimers of Govemment Endorsement: BHPD and MDPD will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
K. Public Release of Information: BHPD and MDPD must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
L. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the parties.
M. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by all parties.
N. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
O. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
P. Agency: BHPD and MDPD are not agents or representatives of the United States, the DOI, or the NPS, and neither BHPD nor MDPD will represent itself as such to third parties.
Q. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
R. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
S. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement or in any way affecting this Agreement.

ARTICLE XII - Attachments
Not applicable.

## ARTICLE X - Signatures

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

## FOR THE NATIONAL PARK SERVICE:



Kevin Schneider
Acadia National Park
Superintendent
Title

## FOR THE BAR HARBOR POLICE DEPARTMENT:

| Signature |
| :--- |
| James Willis |
| Name |


| Date |
| :--- |
| Chief of Police |
| Tille |

FOR THE MOUNT DESERT POLICE DEPARTMENT:

| Signalure | Date |
| :--- | :--- |
| James Willis |  |
| Name | Chief of Police |
| Tute |  |

# Resolution of Support for the National Park System 

WHEREAS, America's National Park System is a living testament to our citizens' valor, our nation's hardships, our victories, and our traditions as Americans, and has been called "America's Best Idea;" and

WHEREAS, the National Park System preserves the diversity, culture, and heritage of all Americans, and serves as a living classroom for future generations; and

WHEREAS, in 2016, the National Park Service celebrated its centennial and currently manages more than 400 nationally significant sites and an invaluable collection of more than 75,000 natural and cultural assets that span 84 million acres across all 50 states, the District of Columbia, and several U.S. territories and insular areas; and

WHEREAS, the National Park Service's mission is to "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;" and

WHEREAS, in 2016, the National Park System had more than 331 million visits; and
WHEREAS, in 2016, National Park Service estimates indicate that park visitors spent more than \$18.4 billion at the sites and in the states and local communities adjacent to national parks; and

WHEREAS, the National Park Service has the obligation to preserve our nation's history; promote access to national parks for all citizens; stimulate revenue to sustain itself and nearby communities; educate the public about America's natural, cultural and historical resources, and provide safe facilities and environs to enjoy these resources; and

WHEREAS, in 2016, the National Park Service estimated a deferred maintenance backlog of nearly $\$ 11.3$ billion, which includes repairs to aging historical structures, trails, sewers, drainage, thousands of miles of roads, bridges, tunnels, and other vital infrastructure; and

WHEREAS, it is the responsibility of Congress to maintain America's national parks to ensure our natural places and our history is preserved and documented for future generations, and for the adjacent communities that rely on the direct and indirect economic benefits generated by visits to national park sites.

NOW, THEREFORE, BE IT RESOLVED that the [NAME OF LEGISLATIVE BODY] strongly encourages Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America's National Park System.
$\qquad$ DAY OF $\qquad$


[^0] showing signs of age: crumbling roads and bridges; neglected historic buildings; eroding trails; and deteriorating elecirical, waler, and sewage systems. Decades of congressional underiunding, combined with the inherent of deferred maintenance projects, and the price tag for addressing high-priority assels is nearly $\$ 2.4$ billion.'

The NPS needs reliable resources to satisfy its congressional mandate to protect and conserve these scenic, natural, and hisieric places in pespetuily. Parks with poonty mainiained infrastructure or closed facilites can detract Irom visitors' experiences - and from spending in the galeway communities, many ol which depend on AиА! nationwide. ${ }^{3}$

The NPS needs guaranteed annual funding to address its maintenance needs so that luture generations can enjoy and learn from our national treasures.


# Restoring America's National Parks MAINE 

Maine enjoys the economic, recreational, and cultural benefits of the National Park System, which includes three park units in the state.
National park sites in Maine are part of a system that encompasses 84 million acres across the country. Established by Congress in 1916, the National Park Service (NPS) manages and maintains more than 400 nationally significant sites in all 50 states and several territories. National parks are a mosaic of wild landscapes, historic and cultural sites, scenic byways, trails, military parks, and monuments that celebrate and commemorate remarkable people and America's heritage.
Unfortunately, 100 years after its creation, NPS is struggling to maintain many of its facilities. The agency currently faces a deferred maintenance backlog that is estimated to be $\$ 11.3$ billion based on FY2016 data.

## Why is there Deferred Maintenance?

- Aging infrastructure: many park facilities and systems are $50-70$ years old and need updating
- Record visitation-approximately 331 million visitors in 2016-causes wear and tear on resources
- Unreliable funding for deferred maintenance.


## What is Deferred Maintenance?

Deferred maintenance is work that is not completed at required intervals to ensure acceptable facility conditions. If work is delayed for more than a year it is typically considered deferred. Examples of repairs include:

- Crumbling roads and bridges
- Unsound buildings, including historic structures
- Outdated wastewater and electrical systems
- Neglected military sites
- Deteriorating monuments and memorials


## National Parks in Maine

In 2016, over 3 million visitors enjoyed national parks in Maine. From Acadia to Saint Croix Island, Maine saw $\$ 275$ million spent in gateway communities. That spending supported 4,531 jobs and added a cumulative benefit of $\$ 386.2$ million to the state economy - money that helps businesses, schools, and families.
Despite the importance of national parks to Maine's economy, they need more than $\$ 71$ million in infrastructure repairs. To keep national parks in Maine strong and vibrant, and to capture the benefits they provide to the state, restoration must be a priority.


NPS Deferred Maintenance in Maine - FY2016

Acadia National Park
\$71,029,341
Katahdin Woods and Waters National Monument
$\$ 0$ Saint Croix Island International Historic Site
\$929,632
Total

## Questions? Contact Us.

Kathie Summers Grice
kathies@eatonriver.com
Rebecca Knuffke rknuffke@pewtrusts.org

Geoffrey Brown gbrown@pewtrusts.org

## Why Address Deferred Maintenance?

- Preservation: We need to ensure care of our nation's historic and cultural resources.
- Access: Without working roads and trails, visitors can't enjoy all our park resources.
- Revenue: Local communities are dependent on parkgenerated tourism dollars.
- Kids: Maintaining our national parks is a responsibility Congress owes to future generations.
- Safety: Aging infrastructure and building code issues need to be addressed so visitors are provided a safe experience.
- Cost Savings: Repairing and updating park facilities can provide significant cost savings to tax payers.


## Proven Economic Boosters

- Parks are a top travel destination in the U.S.
- There were an estimated 331 million visits to the national parks in 2016.
- In 2016, park visitors spent an estimated $\$ 18.4$ billion in nearby communities and a collective $\$ 34.9$ billion boost to the national economy. That spending supported 318,000 jobs (2016 data).


Photo (above): Buildings in Acadia have more than $\$ 9$ million in deferred maintenance. (NPS Photo. Lighthouse on Baker Island, Acadia National Park).

From sites that are culturally important to Native American tribes or that honor those who served in our military, to parks that commemorate painful aspects of the Civil War, Japanese internment, or the Civil Rights movement, our National Park System documents our nation's diverse and evolving history.

Congress has a responsibility to ensure the NPS has the resources needed to maintain park infrastructure, so future generations can enjoy and learn from our national treasures.

## Solutions

To address deferred maintenance at NPS sites across the country, Congress should:

- Ensure that infrastructure initiatives include provisions to address park maintenance.
- Provide dedicated annual federal funding for national park repairs.
- Enact innovative policy reforms to ensure that deferred maintenance does not escalate.
- Provide more highway funding for NPS maintenance needs.
- Create more opportunities for public-private collaboration and donations to help restore park infrastructure.


## You Can Help

Ask your federal representatives to support dedicated federal funding and an infrastructure proposal that addresses the deferred maintenance needs within the National Park System.

Thank your senators, Susan Collins and Angus King, at senate.gov, for their proven support of dedicated funding of park maintenance needs. To contact your congressmember, visit house.gov and enter your zip code.

Durlin Lunt, Town Manager
PO Box 248
Northeast Harbor, Maine 04662

## RE: Raising the Floor for Minimum/Low Receivership School Districts

Dear Durlin:
Preti Flaherty has been engaged to represent the Raise the Floor Coalition in its efforts to make school funding more equitable. Proposed legislation would require the State to contribute a minimum of $15 \%$ of average per pupil costs to "minimum receiver" communities. To date, the group has received commitments of approximately $\$ 10,000$ toward a goal of $\$ 50,000$ to support legislative and political action in the upcoming session.

The Coalition is asking its members for a contribution of $\$ 5$ per pupil, or a minimum of $\$ 1,000$, towards this effort. We think the requested contribution amount is a small investment to make compared with the long-term benefits this legislation will provide.


We will be holding regional meetings to spread the word about this campaign and to answer any questions you may have. Dates and places for these meetings are as follows:

| July 17, 2018 | $10 \mathrm{am}-12 \mathrm{pm}$ | Wells Town Office <br> 208 Sanford Road, Wells |
| :--- | :--- | :--- |
| July 24, 2018 | $10 \mathrm{am}-12 \mathrm{pm}$ | Damariscotta Town Office <br> 21 School Street, Damariscotta |
| July 26, 2018 | $10 \mathrm{am-12} \mathrm{pm}$ | Kneisel Hall <br> 137 Pleasant Street, Blue Hill |

Preti Flaherty has a successful history in leading legislative campaigns to affect educational funding issues. In 2009, we successfully campaigned in favor of removing penalties for failing

1'RLTI FLAMER

June 25. 2018
Page 2
 focal control over education. We hope you will join us in what will hopefully be another victory toward achieving grater fatness in edonationat funding!


Daniel Walker. Est.


Kristin Collins. Esq.
DWW:dal

If your municipality or school unit is interested in participating in this campaign and funding effort, please let us know at your earliest convenience and we would be happy to answer any of your questions. Checks issued toward this effort should be sent to Preti Flaherty, attn.: Daniel Walker, Esq., at 45 Memorial Circle, Augusta, ME 04330.

## TREASURER'S WARRANTS

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

Town Invoices AP1903 07/16/18 \$ 1,571,682.64
B. Authorized Warrants to be Signed: (Wendy needs to abstain)
(Prior Electronic or Manual Authorization)
Town State Fees \& P/R Benefits

| voíd 309250-309251 \& reissue 309252-309253 | AP1880 | $06 / 30 / 18$ | $\$$ | - |
| :--- | :--- | :--- | :--- | ---: |
|  | AP1901 | $07 / 05 / 18$ | $\$$ | $18,772.63$ |
|  | AP1902 | $07 / 11 / 18$ | $\$$ | $4,668.50$ |

Town Payroll PR1901 07/13/18 \$ 140,901.24
C. Warrants to be Acknowledged:

| School Invoices | 1 | $07 / 11 / 18$ | $\$$ | $139,179.31$ |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
| (John DOES NOT need to abstain) |  |  |  |  |
| School Payroll | 1 |  |  |  |

$\$ 1,923,424.90$
TOWN OF MOUNT DESERT
aCCOUNTS PAYABLE WARRANT
WARRANT AP\# 1903


| James F Mooers |
| :--- |
| Martha T Dudman |

Martha T Dudman
3.350 .81
2.199 .94
5.550 .75
2.044 .00
2.515 .60
4.559 .60
1.596 .10
5.038 .75
6.355 .85
$2,302.50$
$15,293.20$
30.01




|  | 8,0 Munis |
| :--- | :--- | :--- |


${ }_{\mathrm{apcsh}}^{\mathrm{P}} \mathrm{ab}$
INV DATE PO WARRANT
INVOICE DTL DESC

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332.44
332.44
69.95 rer
2.420 .420
4.97
4.9 CHECK
replace $\begin{gathered}06 / 14 / 2018 \\ \text { fuacet bj }\end{gathered}$

172

gitonni TVNenor sinangsunasia hivo d/w

Ckg-BH General Fund 8066

## ${ }_{\text {TYPE }}^{10100}$ VENDOR NAME <br> CASH ACCOONT: CHECK NO CHK DATE

07/12/2018 11:58
69051 you


104.33
$19,222.03$
$95,547.56$
$122,156.43$
$236,926.02$
-147.69
$1,682.34$
$236+926.02$
-147.69
$1,682.34$
1.534 .65 $00 \cdot 88$
CHECK 309261 TOTAL：
AP1903
AP1903 \＃2
Int－BhBin－BHBT Street Lights
Bond－2016 GOB ST LTS
FB Debt Service
8TOZ／T0／LO
CHECK 309262 TOTAL：
（1）
Prin－BHBT Small Cap Proj 2017
rvice

$$
\begin{array}{cr}
04 / 27 / 2018 & \text { AP1903 } \\
\text { Credit on Parts Orig Inv. IB32802 } \\
\text { GEN REPAIRS \& MAINT } & \\
06 / 25 / 2018 & \text { AP1903 } \\
\text { BACK HOE THUMB PISTON AND VALVE AL } \\
\text { GEN REPAIRS \& MAINT }
\end{array}
$$



| $06 / 26 / 2018$ <br> Flashlight Battery Sticks UNI FORMS | AP1903 |
| :---: | :---: |
| $07 / 02 / 2018$ <br> Flashlight Charger bases UNI FORMS | AP1903 |

## INVOICE

 gLva ANI invoice dtl desc07／12／201日 11：58
69051you
CASH ACCOUNT： 100
CHBCR NO CHR DATE

Ckg－BH General Fund 8066
TYPE ${ }^{10100}$ VENDOR NAME

[^1]$30926107 / 16 / 2018$ PRTD 1985 AT\＆T MOBILITY
Invoice： 07062018
$30926107 / 16 / 2018$ PRTD 1985 AT\＆T MOBILITY
Invoice： 07062018 6LOZ 0L66TZS $\qquad$


$\begin{array}{r} \\ 0 \\ 0 \\ 085124 \\ \\ \\ \\ \hline\end{array}$
$24,042.56 \quad 1880100$
$\begin{array}{ll}24,54.56 \\ 71,505.00 & 1880100 \\ 71,505.00 & 700\end{array}$ －71，505．00 700
33400010
 $\begin{array}{cc}\begin{array}{c}06 / 26 / 2018 \\ \text { Flashlight Battery sticks } \\ \text { UNIFORMS }\end{array} & \text { AP1903 } \\ \text { Flashlight Charger bases } & \\ \text { UNIFORMS }\end{array}$

# 00ヶSS 00T05st 69 LDT－ <br> 00\％5S 00T0SSI すE＇ $889^{\circ}$ โ <br> IB33335 

$30926307 / 16 / 2018$ PRTD 1915 BEAUREGARD EQUIPNENT INC IB32999
Invoice： 334000102019
Invoice： 52199702019
Invoice： 52199702019

## Invoice： 49195172019

Invoice：IB32999
Invoice：IB33335

| 78390 |  |
| :---: | :---: |
| 88.00 | $1440110 \quad 53800$ |
| 78428 |  |
| 43.00 | $1440110 \quad 53800$ |

309264 07／16／2018 PRTD 2088 BENS UNIFORMS，INC
Invoice： 78390
Invoice： 78428
Invoice： 78428
309264 07／16／2018
$\qquad$
1.534 .65
88.00
$43.00 \quad 1440110 \quad 53800$
131.00
$70,639.40$
$70,639.40$
639.40
86.92
86.92
86.92
19.99
6.49

346.68
18.99
13.74
10.55
60.26
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a | inv date po marrant |
| :---: |
| invoice dtl desc |

# $\left\lvert\, \begin{aligned} & \text { Town of Mount Degert } \\ & \text { A/P CASH DISBURSEMENTS }\end{aligned}\right.$ 

Ckg-8H General Fund 8066
invoice
06/04/2018
AP1903
FD Eq Rear rv-FF GEAR
CHECK 309265 TOTAL:
AP1903
07/06/2018
ZERO TURN MOWER BELTS AL
GEN REPAIRS $\&$ MAINT
CHECK 309266 TOTAL:


Ch-EM

$\square$
153.93

| 5 |
| :--- |
|  |

11.73
19.97
$\stackrel{9}{7}$
11.97
141.91
19.98
986.71
3.450 .00
3.450 .00

| 8 |
| :--- |
| N |
|  | INV DATE PO WARRANT

INVOICE DTL DESC

Ckg-By General Fund 8066 NAME

## OJ NMOAB L A

TYPE VENDOR

## , <br> CASH ACCOUNT: 100 CHECK NO CHK DATE

## 07/12/2018 11:58 69051 you

Invoice: B3I296
Invoice: 831496
Invoice: B31556
Invoice: B31917
Invoice: B32445
Invoice: B32450
Invoice: C35971
Invoice: B31535
Invoice: B31792
1733322
$3.450 .00 \quad 1221000 \quad 55140$
$125.001550100 \quad 53800$

|  |  |  | $\left\lvert\, \begin{aligned} & \mathbf{P} \\ & \text { apcshdsb } \end{aligned}\right.$ |
| :---: | :---: | :---: | :---: |
| INV DATE | po | WARRANT | NET |
| Invoice dtl desc |  |  |  |

125.00
369.79
369.79


$\stackrel{10}{6}$
837.65
999.95
999.95
48.67
$b j$
198.03
31.61
30.31

$\begin{array}{lr}\mathrm{P} & \mathrm{g} \\ \text { apcshdsb }\end{array}$
$\left\lvert\, \begin{array}{lr}\text { Preshdsb } \\ \text { apes }\end{array}\right.$

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


$00^{\circ} 266^{*} \mathrm{~B}$



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$1,725.82$
Cutters-EM
600.00
6.500 .00
500.00
188.00
182.00



07/12/2018 11:58
69051 you
CASH ACCOUNT: $100{ }^{10100}$
$\operatorname{TYPE}^{10100}$ VENDOR NAME ${ }^{\text {Ckg-BH General Fund }} \mathbf{0} 066$
tye nanor name
CHECK

309289 07/16/2018 PRTD 249 GORHAM SAVINGS \& LEASING GRF LLC ME1250-07 521F FY19 07/01/2018 $\begin{array}{llll}9,000.00 & 1550100 & 55311 \\ 8,951.14 & 4050100 & 24500\end{array}$

309290 TOTAL:
AP1903 CHECK

снеск
309291 TOTAL:

$$
\text { CHECK } 309292 \text { TOTAL: }
$$

12,256.89 $1221000 \quad 55330$ 888 ${ }^{\text {TRIO }} \begin{aligned} & \text { License } \\ & \text { SOFTWARE-TRIO }\end{aligned}$
ع06Ld甘 8LOZ/L0/LO SbLOTIOON
7,675.00 $1440330 \quad 57400$
:T甘LOL ع6260E หอฐНว

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283 \text { HARRIS COMPUTER SYSTEMS MNO0110745 TRIO License Fee }
$$


 $14.001220110 \quad 56020 \quad \begin{gathered}\text { PUELIC OFFICIALS LIAB INS }\end{gathered}$
AP1903
CHECK 309294 TOTAL： 14.00
CHECK 309294 TOTAL 2018
AP1903 boat ins
CHECK 309295 TOTAL： YOUNG 2018／PA
CHECK 309296 TOTAL： CH／BUS ET
TRAINING 2019－593810
AP1903

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## 9908 puma teraves he－6xう

 TYPE VENDOR NAME309297 07／16／2018 PRTD 1178 ICMA
07／12／2018 11：58
CASH ACCOUNT： 100
CHECK NO CHR DATE

$$
\begin{aligned}
& \text { Town of Mount Desert } \\
& \text { A/P CASH DISBURSEMENTS JOURNAL }
\end{aligned}
$$

$$
\begin{aligned}
& 30929507 / 16 / 2018 \mathrm{PRTD} \quad 1176 \text { HUB INTERNATIONAL NE, LLC } \\
& \text { Invoice: } 1079128
\end{aligned}
$$

INV DATE PO WARRANT
INVOICE DTL DESC

## $2,270.101220500 \quad 54100$

309296 07／16／2018 PRTD 2087 HUSSON UNIVERSITY
Invoice：YOUNG 2018／FA $\begin{array}{rlr}255,844.15 & 3000038 & 57710 \\ 13,465.48 & 3000038 & 57710 \\ -13,465.48 & 300 & 24560\end{array}$

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\begin{aligned}
& \text { MPI ts } \\
& \text { Construction } \\
& \text { Construction } \\
& \text { Retainage Pay }
\end{aligned}
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\begin{aligned}
& 29 \text { 06/27/2018 } \\
& \text { Construction }
\end{aligned}
$$

04／27／2018
cold patch
STORM WATER SUPP

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\begin{array}{llll}
164.00 & 1220660 & 54100 & \begin{array}{c}
\text { Training } \\
\text { TRAINING }
\end{array}
\end{array}
$$

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\begin{aligned}
& 297 \text { TOTAL: } \\
& \text { AP1903 }
\end{aligned}
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CHECK 309299 TOTAL：

$$
\text { on } 07 / 04 / 190
$$ gas


AP1903

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\begin{aligned}
& 300 \text { TOTAL: } \\
& \text { AP1903 }
\end{aligned}
$$

| INV DATE PO WARRANT | NET |  |
| :---: | :---: | :---: |
| INYOICE DTL DESC |  |  |

CHECK 309301 TOTAL:


[^2]A/P CASH DISBURSEMENTS JOURNAL

CHECK 309301 TOTAL: 164.00
175.00
350.00
139.99
139.99
1.356 .90
1.356 .90
44.900 .50
44.900 .50
19.462 .80
INV DATE PO WARRANT

invoice
co


363.30
55.00
55.00
60.810 .34
60.810 .34
810.34
54.65
195.90
16.90
37.75
51.65
356.85
tnv date po warrant net invoice dit desc
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\text { 2800/6940 0718 07/01/2018 } \quad \text { AP1903 }
$$
domestic water bill




| INV DATE PO WARRANT | NET |
| ---: | :--- | ---: | :--- |
| INVOICE DTL DBSC |  |

123.42
123.42
100.00
100.00
54.00
54.00
3.094 .00

3,094.00
1807-04 06/26/2018 AP1903 3,850.00
$\begin{array}{ll} & 1807-04 \\ 3.850 .00 \quad 1550666 \quad 55400\end{array}$
1706 ONLINE MOORING, LLC

## invoice

 $\left.\right|_{\text {A/P }} ^{\text {Town of MASH DISBURSMENTS Desert }}$Ckg-BH General Fund 8066 TYPE VENDOR NAME 07/12/2018 11:58
69051 you CASH ACCOUNT: 100
CHECK NO CHK DATE

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INV DATE PO WARRANT
INVOICE DTE DESC

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INV DATE PO WARRANT NET＂
INVOICE DTL DESC
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725.38
109.65
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$\infty$
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109.65
198.64
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134.81
207.20
$\begin{array}{ll}0 & O \\ & 0 \\ \vdots & \text { n }\end{array}$
INV DATE PO WARRANT
Town of Mount Debert
A／P CASA DISBURSEMENTS JOURNAL
INVOICE GOIOANI
CHECK 309336 TOTAL：

CHECK 309337 TOTAL：
AP1903
AP1903
E06Ldy
AP1903

CHECK 309338 TOTAL：
$06 / 30 / 2018$
Printing and Binding Commitment Books
PRINTING
309339 TOTAL：
AP1903

$\begin{array}{ccc} & 1633 \text { POWER REFUND } 07 / 05 / 2018 \\ 15.006010100 ~ & 40370 & \text { REFUND FOR POWER DISCONNECT AP1903 } \\ 150\end{array}$

$30933707 / 16 / 2018$ PRTD 1553 ULINE，INC
Invoice： 99026617
$07 / 12 / 201811: 58$
$69051 y 0 u$
 TYPE $\begin{gathered}10100 \\ \text { VENDOR NAME }\end{gathered}$
Ckg－BH General Fund 8066
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Invoice： 0272596553
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\end{aligned}
$$


$07 / 12 / 2018$
$690511: 58$
8
$1,571,682.64$
$1.571,682.64$
CHECK 309341 TOTAL:
CHECK 309341 TOTAL:
$* * *$ CASH ACCOUNT TOTAL ***
*** GRAND TOTAL ***

| AMOUNT |
| ---: |
| $1,531,674.42$ |
| $40,008.22$ |


NUMBER OF CHECKS 103
TOTAL PRINTED CHECKS
TOTAL EFT'S
Credit

1,571,682.64

| YEAR PRR JNL SRC ACCOUNT EFF DATE JNL DESC | REF | 1 | REF | 2 | REF | 3 | ACCOUNT DESC <br> LINE DESC |  | T OB | DEBIT | CREDIT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2019 1 42 |  |  |  |  |  |  |  |  |  |  |  |
| $\begin{aligned} & \text { APP } 100-20000 \\ & 07 / 16 / 2018 \text { AP1 } 903 \end{aligned}$ |  |  |  |  |  |  | Accounts Payable |  |  | 1.127,504.18 |  |
| APP 1000010100 | LLY |  |  |  |  |  | AP CASH DISBURSEME | JOURNAL |  |  |  |
| APP 100-1/16/2018 AP1903 | LLY |  |  |  |  |  | Ckg-BH General Fund AP CASH DISBURSEME | O66 |  |  | 1,571,682.64 |
| APP 200-20000 |  |  |  |  |  |  | Accounts payable | journal |  | 175.24 |  |
| 07/16/2018 AP1903 | LLY |  |  |  |  |  | AP CASH DISBURSEMEN | Journal |  | 175 |  |
| APP 300-20000 |  |  |  |  |  |  | Accounts Payable |  |  | 271,293.22 |  |
| APP $607 / 16 / 2018$ AP1903 | LLY |  |  |  |  |  | AF CASH DISBURSEMEN | Journal |  |  |  |
| APP 600-20000 <br> 07/16/2018 AP190 | LLY |  |  |  |  |  | Accounts payable |  |  | 93.119.46 |  |
| APP 400-20000 |  |  |  |  |  |  | Accounts Payable | Journal |  | 79,590.54 |  |
| 07/16/2018 AP1903 | LLY |  |  |  |  |  | AP CASH DISBURSEME | Journal |  | 79,590.54 |  |
|  |  |  |  |  |  |  | GENERAL LED | R TOTAL |  | 1.571,682.64 | 1,571,682.64 |
| APP $\begin{aligned} & 100-35020 \\ & 07 / 16 / 2018 ~ A P 1903\end{aligned}$ | LLY |  |  |  |  |  | DTF-SPEC REV |  |  | 175.24 |  |
| APP 200-35010 |  |  |  |  |  |  | DT Gen fund |  |  |  | 175.24 |
| APP $100-3516 / 2018$ AP1903 | LLY |  |  |  |  |  |  |  |  |  |  |
| APP 100-35030 $07 / 16 / 2018$ AP1903 | LLY |  |  |  |  |  | DTF-CAP IMP |  |  | 271.293. 22 |  |
| APP 300-35010 | LLY |  |  |  |  |  | DT Gen fund |  |  |  | 271.293.22 |
| APP 100-35060 |  |  |  |  |  |  | DT-MARINA |  |  | 93.119.46 |  |
| APP 600-35010 | LLY |  |  |  |  |  | DT Gen fund |  |  |  |  |
| 07/16/2018 AP1903 | LLY |  |  |  |  |  | DT Gen fund |  |  |  | 93.119 .46 |
| $\text { PP } \begin{gathered} 100-35040 \\ 07 / 16 / 20 \end{gathered}$ |  |  |  |  |  |  | DT-TRUST |  |  | 79,590.54 |  |
| $\text { APP } \begin{aligned} & 400-35010 \\ & 07 / 16 / 2018 \text { AP1903 } \end{aligned}$ | LLY |  |  |  |  |  | DT Gen fund |  |  |  | 79,590.54 |
|  |  |  |  |  |  |  | SYSTEM GENERATED ENTR | S TOTAL |  | 444,178.46 | 444.178 .46 |
|  |  |  |  |  |  |  | JOURNAL 2019/01/42 | TOTAL |  | 2,015,861.10 | 2,015,961.10 |


$\left\lvert\, \begin{aligned} & \text { Preshdsb } \\ & \text { ap }\end{aligned}\right.$

2 munis

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

## WARRANT AP\# 1901



James F Mooers

Kathi Mahar

| From: | John Macauley [jbmacauley3@gmail.com](mailto:jbmacauley3@gmail.com) |
| :--- | :--- |
| Sent: | Friday, July 06, 2018 12:19 PM |
| To: | Kathi Mahar |
| Cc: | Martha Dudman (martha.dudman@gmail.com); Matt Hart; Rick Mooers |
| Subject: | Re: 2ND REQUEST - Warrant AP\#1901 State Fees/Payroll Benefits Approval Request |

Yes, I approve.

On Fri, Jul 6, 2018 at 12:03 PM Kathi Mahar [treasurer@mtdesert.org](mailto:treasurer@mtdesert.org) wrote:
Good afternoon!

Attached is Accounts Payable Warrant \# 1901 (for Payroll and/or State Fees) in the amount of \$18,772.63 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
bMv, STATE \& PR ACcounts Payable warrant

## WARRANT AP\# 1902

TOTAL DISBURSEMENTS: $\$ \quad \mathbf{4 , 6 6 8 . 5 0}$
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.


Matthew J Hart, Vice Chairman
TOWN OF MOUNT DESERT


the sum set against each name and you are directed to pay unto the parties

| John B Macauley, Chairman | Martha T Dudman |
| :--- | :--- |
| Matthew J Hart, Vice Chairman |  |

:uampajas

## Kathi Mahar

From: Matthew Hart [matt@theneighborhoodhouse.com](mailto:matt@theneighborhoodhouse.com)
Sent: Wednesday, July 11, 2018 10:16 AM
To:
Subject:
Kathi Mahar
Re: 2ND REQUEST - Warrant AP\#1902 \& PR\#1901 Approval Request

Hi Kathi-

I approve AP Warrant \#1902 and Payroll Warrant \#1901.
Sorry about the delay!
-Matt

## Matthew Hart

rornmenty, Relarmons Durector
The ferghtoritood House I 207-276-5029
Liriof Main Streat | Worthenst Hartor, ME

## From: Kathi Mahar [treasurer@mtdesert.org](mailto:treasurer@mtdesert.org)

Date: Wednesday, July 11, 2018 at 9:47 AM
To: John Macauley [ibmacauley3@gmail.com](mailto:ibmacauley3@gmail.com), "Martha Dudman (martha.dudman@gmail.com)" [martha.dudman@gmail.com](mailto:martha.dudman@gmail.com), Matt Hart [matt@theneighborhoodhouse.com](mailto:matt@theneighborhoodhouse.com), Rick Mooers [rmooers@mtdesert.org](mailto:rmooers@mtdesert.org)
Cc: Lisa Young [financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org)
Subject: 2ND REQUEST - Warrant AP\#1902 \& PR\#1901 Approval Request
Good morning all!
We will need an approval today to release the direct deposits for Friday.
Thanks,
Kathi

From: Lisa Young
Sent: Tuesday, July 10, 2018 1:22 PM
To: John Macauley; Martha Dudman; Matt Hart; Rick Mooers
Cc: Kathi Mahar; Lisa Young
Subject: Warrant AP\#1902 \& PR\#1901 Approval Request
Good afternoon,

Attached are the following warrants for your approval:

| Accounts Payable | $\# 1902$ total of | $\$ 4,668.50$ |
| :--- | :--- | :--- |
| Payroll | $\# 1901$ total of | $\$ 140,901.24$ (Planning Board Stipend, Fire |

Departments Incentive, Holiday OT)
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.





 $\stackrel{\infty}{\circ}$
 102.50 $\begin{array}{r}235.56 \\ \hline\end{array}$
 Electronic Amount
0.00
0.00
0.00
0.00
0.00
0.00
0
Computer
0.00
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seances
0.00
0.00
0.00
0.00
0.00
0 Totals:
Mount Desert School Department
ACCOUNTS PAYABLE WARRANT
Batch\# Check \# Check Date Vendor Code Vendor Name

13 Checks Listed.

# Mount Desert School Department <br> PAYROLL WARRANT REGISTER 

Include Authorizallon Codes: )
Balch: 27
Check Dales: (Earllest) - (Late
Cash Account Numb

| Clicek ${ }^{\text {H }}$ | 1 Cliect Date | Cade |  | Minimum Check Amount: \$0 Sorted By: Chech Num |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | STAT |  | Chk Grp | Gross Pny | Net Pay | Direet Deposit | Citeck Aunt | $\mathrm{V}_{0}$ |
|  | 07/06/2018 | STAT | TREASURER, STATE OF MAIN |  | 2,116.00 | 2,116.00 | 0.00 |  |  |
| 42952 | 07/06/2018 | URS | Internal revenue servic |  | 6,676.61 | 6,676.61 | 0.00 0.00 | 0.00 0.00 |  |
| 42953 | 07/06/2018 | 149 | MARIAH D. BAKER | 1 | 852.26 | 756.38 | 756,38 | 0.00 |  |
| 42954 | 07706/20t8 | 11 | LAURA-JEAN BEAL | 1 | 2.275.10 | 1.664.33 | 1,664.33 | 0.00 |  |
| 42955 | 07/06/2018 | 266 | JULIANNA R. BENNOCH | 1 | 2,269.07 | 1.538.95 | 1.538 .95 | 0.00 |  |
| 42956 | 07/06/2018 | 333 | RHODA J. BuRKE | I | 2,585.08 | 1.859 .18 | 1.859.18 | 0.00 |  |
| 42957 | 07/06/2018 | 314 | ANDREW J. CARLSON | , | 622.65 | 520.21 | 520.21 | 0.00 |  |
| 42958 | 07/06/2018 | 337 | AMber g CIIARRON | I | 1,440.73 | 1,105,43 | 1,105.43 | 0.00 |  |
| 42959 | 07/06/2018 | 26 | BRIAN R. COTE | , | 1,886.65 | 1,366.96 | 1,366.96 | 0.00 |  |
| 42960 | 07/06/2018 | 91 | JUDITH CULLEN | I | 2,290.96 | 1,637.60 | 1.637 .60 | 0.00 |  |
| 42961 | 07106/2018 | 308 | Gloria A. Delsandio | 1 | 1,739.80 | 1,364.33 | 1,364.33 | 0.00 |  |
| 42962 | 07/06/2018 | 229 | JENNIFER G. Dungar | 1 | 3,341.75 | 2,376.16 | 2.376 .16 | 0.00 |  |
| 42963 | 07/06/2018 | 43 | Sarahr. dunbar | , | 1,440.73 | 972.88 | 972.88 | 0.00 |  |
| 42964 | 07/06/2018 | 52 | WANDA J. FERNALD | I | 202.22 | 183.82 | 183.82 | 0.00 |  |
| 42965 | 07/06/2018 | 57 | JASON W. Fountaine | , | 2,113.80 | 1,372,82 | 1.372.82 | 0.00 |  |
| 42966 | 07/06/2018 | 332 | MARINA P. FREDERICK | 1 | 1,463.20 | 1,05928 | - 1.059 .28 | 0.00 |  |
| 42967 | 07/06/2018 | 329 | ALEXANDER GARRETT | 1 | 792.59 | 615.07 | 615.07 | 0.00 |  |
| 42968 | 07/06/2018 | 146 | CECILIA R. GARRITY |  | 1,536.88 | 1,210.98 | 1,210.98 | 0.00 |  |
| 42969 | 07/06/2018 | 63 | heather m, Graves | I | 1,572.88 | 1,024,58 | 1,024.58 | 0.00 |  |
| 42970 | 07/06/2018 | 65 | GAYLEM.GRAY | 1 | 2,045.1t | 1,233.25 | 1,233.25 | 0.00 |  |
| 42971 | 07/06/2018 | 293 | Any $\mathrm{L}_{\text {d }}$ James | 1 | 2,726.77 | 1,922.83 | 1,922.83 | 0.00 |  |
| 42972 | 07/06/2018 | 90 | REBECCA A. JARVIS |  | 2.585 .08 | 1.721.73 | 1,721.73 | 0.00 |  |
| 42973 | 07/06/2018 | 312 | BETHANY G. JOIINSON |  | 2,297.54 | 1.569.60 | 1,569.60 | 0.00 |  |
| 42974 | 07/06/2018 | 135 | SAMUELD. LEOMARDI | I | 115.78 | 105.24 | 105.24 | 0.00 |  |
| 42975 | 07/062018 | 292 | tara mckernan | ! | 1,443.20 | 957.13 | 957.13 | 0.00 |  |
| 42976 | 077062018 | 280 | ELIzABETH M. MINOTT |  | 2,070.00 | 1,482.49 | 1.482 .49 | 0.00 |  |
| 42977 | 07/06/2018 | 237 | JUSTIN B. NORWOOD | 1 | 377.11 | 342.79 | 342.79 | 0.00 |  |
| 42978 | 07/06/2018 | 238 | WENDELL L. OPPEWALL |  | 1,874.73 | 1,498.36 | 1.498 .36 | 0.00 |  |
| 42979 | 07/06/2018 | 240 | JEANNEC OTT | 1 | 1,292.75 | 728.97 | 728.97 | 0.00 |  |
| 42980 | 07/06/2018 | 275 | JOELLE A. RUDDY | , | 1,506.84 | 843.64 | 843.64 | 0.00 |  |
| 42981 | 07/06/2018 | 74 | LEON E. SARGENT | 1 | 2,602.33 | 1,980.60 | 1.980 .60 | 0.00 |  |
| 42982 | 07/06/2018 | 404 | KERRYL TAYLOR | , | 1,803.20 | 1.196.40 | 1,196.40 | 0.00 |  |
| 42983 | 07/06/2018 4 | 448 | JacQueline a wheaton |  | 2.162.26 | 1,571.98 | 1.571.98 | 0.00 |  |
|  |  |  |  | 1 | 2,281.64 | 1,644.00 | 1,644.00 | 0.00 |  |
|  |  |  |  |  | 64,403.30 | 4,220.58 | 39,427.97 | 0.00 |  |


| Check Authorization Summary |  |  |  |
| :---: | :---: | :---: | :---: |
| Type | Deseription | Count |  |
| Einployat | Checks | 0 | Amaunt |
|  | Voided Checks | 0 | 0.00 |
|  | Direel Deposits (Fully Distributed) | 32 | 39,427.97 |
|  | ACH Employee Credits | 32 | 39,427.97 |
|  | ACH Etrployee Debits (Voids) | 0 | 0.00 |
| Deduction | Checks | 0 |  |
|  | Voiderj Checks | 0 | 0.00 |
|  | ACH Vendor Credits | 0 | 0.00 |
|  | ACH VendorDebits (Voids) | 0 | 0.00 |
| Taxes | EFTPS Paytncut - Debit | 2 | 8.792 .61 |



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[^0]:    Overview
    The National Park System protects more 1han 400 natural, h
    states, the District of Columbia, and several U.S. territories-
    In 2016, as the National Park Service (NPS) celebrales its tooth anniversary, many of these cherished places are

[^1]:    $30926107 / 16 / 2018$ PRTD 1985 AT\＆T MOBILITY
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