



Town of Mount Desert
Board of Selectmen
Agenda

Special Budget and Ordinance Review Meeting
Monday, February 11, 2019
Location: Meeting Room, Town Hall, Northeast Harbor

- I. Call to order at 4:00 p.m.**
- II. Old Business**
None Presented
- III. New Business**
 - A. MDES Budget Review*
 - B. Municipal Revenue Budget Review*
 - C. Draft Warrant Review:*
 - a. Land Use Zoning Ordinance (documentation to be provided at the meeting), and*
 - b. Interlocal Agreement*
- IV. Other Business**
 - A. Such other business as may be legally conducted*
- V. Adjournment**

The next regularly scheduled meeting is at 6:30 p.m., Tuesday, February 19, 2019 in the Meeting Room, Town Hall, Northeast Harbor

MOUNT DESERT SCHOOL DEPARTMENT

Regular Instruction	17-18		18-19		19-20		%	Difference	Explanation
	Actual Expend.	Current Budget	Anticipated Expend.	Proposed Budget	Difference	Difference			
Regular Instruction									
1100-1000-510100	801,467	773,163	789,324	787,375	14,212	1.84%			
Teacher's Salaries: 3-8									
1100-1000-510200	36,129	51,191	38,202	42,717	(8,474)	-16.55%	2 Ed. Techs minus Title One Grant		
Ed. Tech. Salaries									
	-	23,000	-	-	(23,000)	-100.00%			
Negotiated Agreements									
	21,557	20,000	24,000	20,000	-	0.00%			
Substitutes									
1100-1000-520100	42,757	44,375	43,067	44,172	(203)	-0.46%			
Benefits - 3-8 Teachers									
1100-1000-520200	1,965	2,775	2,070	2,397	(378)	-13.62%			
Benefits - Ed. Techs									
1100-1000-520300	1,203	1,450	1,800	1,450	-	0.00%			
Benefits - Subs									
1100-1000-510101	3,000	-	-	-	-	#DIV/0!			
BC/BS Opt Out									
1100-1000-521100	272,783	258,465	214,040	194,573	(63,892)	-24.72%	based on 10% rate incr - 82% S1000 Share		
BC/BS: Tchrs. 3-8									
1100-1000-521200	23,824	23,834	25,814	25,727	1,893	7.94%	based on 10% rate incr - 82% S1000 Share		
BC/BS: Ed. Techs.									
	-	-	-	19,700	19,700	#DIV/0!			
Deductible Coverage & Fees									
1100-1000-525100	2,624	12,000	10,000	12,000	-	0.00%	8 graduate courses		
Tuition Reimb.: Taxable									
1100-1000-525101	10,186	-	-	-	-	#DIV/0!			
Tuition Reimb.: Non-Tax.									
1100-1000-526200	-	1,500	500	1,500	-	0.00%			
Unemployment									
1100-1000-527100	25,019	29,000	27,000	29,000	-	0.00%	based on payroll & experience modifier		
Worker's Comp. Insurance									
1100-2190-534000	-	500	250	500	-	0.00%			
Prof. Svcs.: 504									
1100-1000-534000	-	500	250	500	-	0.00%			
Prof. Svcs.: Couns									
1100-1000-543000	45	1,000	1,000	500	(500)	-50.00%			
Contr. Svcs.: Equip. Repair									
1100-1000-558000	1,790	1,800	1,800	1,800	-	0.00%			
Staff Travel: 3-8									
1100-1000-561000	26,883	32,371	32,000	32,371	-	0.00%			
Teaching Supplies: 3-8									
1100-1000-561230	-	-	-	-	-	#DIV/0!			
Science Kits/ Dream Box Math									
1100-1000-564000	788	2,117	2,000	4,883	2,766	130.66%	includes book center money		
Textbooks, Trade Bks: 3-8									
1100-1000-564001	-	961	750	1,125	164	17.07%			
Prof. Books & Periodicals: 3-8									
1100-1000-573000	740	5,427	5,000	4,913	(514)	-9.47%	includes furniture money		
Replace/Purch of Equip.: 3-8									
1100-1000-581000	1,144	3,927	3,900	3,825	(102)	-2.60%			
Dues, Fees, Conf.: 3-8									
1100-1000-589005	400	4,000	4,000	6,200	2,200	55.00%	Arts Week/SEA Camp/Floating Classroom		
Special Acad Programs									
1100-1000-590000	-	14,000	14,000	14,000	-	0.00%			
Contingency (Personnel)									
1120-1000-510100	140,195	204,323	203,203	236,300	31,977	15.65%	K-2 plus Literacy Spec.		
Teacher Sal: K-2									
1120-1000-520100	7,497	11,075	11,014	13,257	2,182	19.70%			
Benefits - K-2 Teachers									
1120-1000-521100	65,598	65,715	53,032	65,492	(223)	-0.34%	based on 10% rate incr - 82% S1000 Share		
BC/BS: K-2 Teachers									
	-	-	-	5,600	5,600	#DIV/0!			
Deductible Coverage									
1120-1000-558000	-	500	500	500	-	0.00%			
Staff Travel: K-2									
1120-1000-561000	5,216	9,670	9,000	8,320	(1,350)	-13.96%			
Teaching Supplies: K-2									
1120-1000-564000	269	2,133	2,000	1,629	(504)	-23.63%	includes book center money		
Textbooks, Trade Bks: K-2									
1120-1000-564001	-	288	250	375	87	30.21%			
Prof. Books & Periodicals: K-2									
1120-1000-573000	138	323	300	1,673	1,350	417.96%			
Replace/Purch of Equip.: K-2									
1120-1000-581000	255	1,173	1,100	1,275	102	8.70%			
Dues, Fees, Conf.: K-2									
Total Regular Instruction	1,493,471	1,602,556	1,521,166	1,585,649	(16,907)	-1.06%			
Article 59				\$ 1,585,649					
Regular Instruction				\$ 1,585,649					

MOUNT DESERT SCHOOL DEPARTMENT										
	17-18	18-19	18-19	18-19	19-20					
	Actual	Current	Anticipated	Proposed		Difference	%			
Special Education	Expend.	Budget	Expend.	Budget	Budget	Difference	Difference	Explanation		
Special Education										
2200-1000-510100	Teacher Salaries: Resrce Rm.	149,128	152,134	154,545	166,400	14,266	9.38%			
2100-1000-510200	Ed. Tech. Salaries	171,988	164,948	180,727	196,203	31,255	18.95%	Maintaining same number of Ed. Techs.		
2200-1000-520100	Retire./Medicare - Teachers	7,930	8,246	8,376	9,335	1,089	13.21%			
2100-1000-520200	Retire./ Medicare - Ed. Techs.	7,160	8,941	9,795	11,000	2,059	23.03%			
2200-1000-521100	BC/BS: Teachers	37,560	37,921	40,561	43,732	5,811	15.32%	based on 10% rate incr - 82% S1000 Share		
2100-1000-521200	BC/BS: Ed. Techs.	101,460	121,365	105,005	117,542	(3,823)	-3.15%	based on 10% rate incr - 82% S1000 Share		
	Deductible Coverage	-	-	-	13,200	13,200	#DIV/0!			
2200-1000-543000	Contr. Svcs.: Equip. Repair	-	300	300	300	-	0.00%			
2200-1000-556000	Tuition: Sp. Ed./Reserve Trnsf	2,407	2,407	2,407	2,407	-	0.00%	Addition to AOS Reserve		
2200-1000-558000	Staff Travel	-	200	200	200	-	0.00%			
2200-1000-561000	Res. Rm.: Teach. Supplies	2,228	3,700	3,700	3,200	(500)	-13.51%			
2200-1000-561001	Res. Rm.: Testing Materials	341	600	500	500	(100)	-16.67%			
2200-1000-564000	Textbooks & Trade Books	703	1,800	1,800	2,900	1,100	61.11%			
2200-1000-565000	Tech Related Software	955	2,000	2,000	2,000	-	0.00%			
2200-1000-573000	Res. Rm.:Purchase of Equip.	1,096	1,550	1,550	1,200	(350)	-22.58%			
2200-1000-581000	Res. Rm.:Dues, Fees, Conf.	377	1,000	900	900	(100)	-10.00%			
2500-2330-534400	Assessment: Spec. Svcs.	66,043	48,316	48,316	52,636	4,320	8.94%	fixed to a district formula		
2500-2330-581200	Dues Fees - IEP Anywhere	838	900	850	900	-	0.00%			
2800-2140-534400	Prof. Svcs.: Therapy/Counsel.	6,127	10,000	8,000	10,000	-	0.00%	For Outside Assessments/Counseling		
2800-2150-510100	Teacher Salaries: Speech	39,178	65,503	66,616	68,200	2,697	4.12%	Increase to Full Time		
2800-2150-510101	Salary: Interpreter	48,235	49,053	50,633	52,405	3,352	6.83%			
2800-2150-520100	Retire./Medicare - Speech	1,555	3,551	2,644	3,826	275	7.74%			
2800-2150-520101	Retire./Medicare - Interpreter	2,542	2,659	2,744	2,940	281	10.57%			
2800-2150-521100	BC/BS: Speech	10,326	17,939	13,120	7,933	(10,006)	-55.78%	based on 10% rate incr - 82% S1000 Share		
2800-2150-521101	BC/BS: Interpreter	18,195	21,834	21,834	21,760	(74)	-0.34%			
	Deductible Coverage	-	-	-	2,400	2,400	#DIV/0!			
2800-2150-561000	Speech: Teaching Supplies	189	-	-	300	300	#DIV/0!			
2800-2150-561001	Speech: Testing Materials	-	1,200	1,200	1,000	(200)	-16.67%	Testing Materials needed		
2800-2150-573000	Speech: Equipment	-	100	100	1,100	1,000	1000.00%			
2800-2150-581000	Speech: Dues/Fees/Conf.	330	200	200	200	-	0.00%			
2800-2460-534400	Other Prof Svcs-OT	33,192	42,000	38,000	42,000	-	0.00%			
2800-2180-534400	Other Prof Svcs-PT	17,081	23,000	20,000	23,000	-	0.00%			
2800-2150-534400	Other Prof Svcs - Speech	-	750	750	750	-	0.00%			
2900-1000-510100	Gifted and Talented Coord.	23,007	33,952	29,048	30,475	(3,477)	-10.24%	50% position		
2900-1000-520100	Retire./Medicare - G & T	1,237	1,270	1,575	1,710	440	34.65%			
2900-1000-521100	BC/BS: G & T	-	8,970	9,701	7,979	(991)	-11.05%	based on 10% rate incr - 82% S1000 Share		
	Deductible Coverage	-	-	-	800	800	#DIV/0!			
2900-1000-561000	G & T: Teaching Supplies	-	300	300	300	-	0.00%			
2900-1000-561001	G & T: Testing Materials	297	300	300	300	-	0.00%			
2900-1000-564000	G & T: Texts & Trade Books	-	200	200	200	-	0.00%			
2900-1000-573000	G & T: Equipment	-	250	250	250	-	0.00%			
2900-1000-581000	G & T: Dues, Fees, Conf.	-	200	200	200	-	0.00%			
2810-1000-510100	Spec. Ed. : Summ. Schl.	1,678	4,300	3,500	4,300	-	0.00%	specialized summer school		
2810-1000-520100	Medicare - Summ. Schl.	91	234	190	242	8	3.42%			

2810-1000-561000	Instruct. Supplies-Summ Schl	-	200	-	-	(200)	-100.00%
	Total Special Education	753,475	844,293	832,637	909,125	64,832	7.68%
	Article 60	Special Education			\$ 909,125		

MOUNT DESERT SCHOOL DEPARTMENT

	17-18		18-19		19-20		%	Explanation
	Actual Expend.	Current Budget	Anticipated Expend.	Proposed Budget	Difference	Difference		
Other Instruction								
Article 61								
Co-Curricular								
9100-1000-515000	10,559	10,500	15,000	20,000	9,500	90.48%		
9100-1000-520000	665	575	813	1,122	547	95.13%		
9100-1000-534000	-	-	-	-	-	#DIV/0!		
910-2700-551000	1,000	-	1,000	1,000	1,000	#DIV/0!		
9200-1000-515000	28,871	31,000	30,500	35,500	4,500	14.52%		
9200-1000-515001	2,754	4,400	3,500	4,400	-	0.00%		
9200-1000-520000	1,603	2,100	1,850	2,150	50	2.38%		
9200-1000-520001	-	50	-	50	-	0.00%		
9200-1000-558000	255	100	100	100	-	0.00%		
9200-1000-560000	814	2,000	2,000	2,000	-	0.00%		
9200-1000-560500	3,862	1,500	1,500	1,500	-	0.00%		
9200-1000-581000	194	500	500	500	-	0.00%		
Total Co-Curricular	50,576	52,725	56,763	68,322	15,597	29.58%		
Summer School								
4300-1000-510100	9,252	10,000	9,700	10,000	-	0.00%	includes summer school and learning labs staffing	
4300-1000-520100	488	542	439	561	19	3.51%		
Total Summer School	9,740	10,542	10,139	10,561	19	0.18%		
Article 62								
Other Instruction								
Article 62								
Student & Staff Support								
Guidance								
0000-2120-510100	42,372	51,141	53,820	55,704	4,563	8.92%		
0000-2120-520100	2,308	2,771	2,917	3,125	354	12.78%		
0000-2120-521100	21,834	21,834	21,834	21,760	(74)	-0.34%	based on 10% rate incr - 82% S1000 Share	
Deductible Coverage	-	-	-	1,600	1,600	#DIV/0!		
Supplies	461	500	500	500	-	0.00%		
Books & Periodicals	-	500	500	500	-	0.00%		
Equipment	-	100	100	100	-	0.00%		
Dues, Fees, Conference	-	350	350	350	-	0.00%		
Total Guidance	66,975	77,196	80,021	83,639	6,443	8.35%		
Health Services								
0000-2130-510100	57,689	56,219	56,932	62,200	5,981	10.64%		
0000-2130-520100	3,124	3,047	3,086	3,490	443	14.54%		
0000-2130-521100	17,575	17,939	17,502	17,878	(61)	-0.34%	based on 10% rate incr - 82% S1000 Share	
Deductible Coverage	-	-	-	1,600	1,600	#DIV/0!		
Physician & Physicals	-	400	400	400	-	0.00%		
Contr. Svcs.:Equip. Repair	-	110	110	110	-	0.00%		
Malpractice Insurance	-	110	110	110	-	0.00%		
Travel	109	200	200	200	-	0.00%		
Supplies	854	600	800	600	-	0.00%	supplies includes First Aid kits	
0000-2130-573000	-	100	100	600	500	500.00%	Shared Cost of new Hearing Machine	
0000-2130-581000	-	250	250	250	-	0.00%		
Flu Shots	732	450	550	450	-	0.00%	reimbursable money from the insurance company	
Total Health Services	80,082	79,425	80,040	87,888	8,463	10.66%		

MOUNT DESERT SCHOOL DEPARTMENT

	17-18		18-19		19-20		Difference	%	Explanation
	Actual Expend.	Current Budget	Anticipated Expend.	Proposed Budget	Difference				
School Administration									
	Office of Principal								
0000-2410-510400	84,209	84,173	86,833	92,924	8,751	10.40%			
0000-2410-511800	60,821	64,593	64,250	68,929	4,336	6.71%			
0000-2410-520400	4,494	4,562	4,706	6,050	1,488	32.62%			
0000-2410-520800	9,023	11,214	11,340	12,166	952	8.49%			
0000-2410-521400	21,834	21,834	21,834	21,760	(74)	-0.34%		Soc Sec/Medicare (7.65%) & PLD for some (10% for 19-20) based on 10% rate incr - 82% S1000 Share	
0000-2410-521401	21,204	28,174	28,174	35,798	7,624	27.06%		based on 10% rate incr - 82% S1000 Share	
	-	-	-	4,800	4,800	#DIV/0!			
0000-2410-544450	5,282	5,282	5,282	5,282	-	0.00%			
0000-2410-554000	4,348	2,000	2,000	2,000	-	0.00%			
0000-2410-558000	898	500	500	2,000	1,500	300.00%		Natl Middle Level Conference Expenses	
0000-2410-560000	3,994	4,200	4,200	4,200	-	0.00%			
0000-2410-573000	2,829	500	500	500	-	0.00%			
0000-2410-581000	1,577	750	750	1,500	750	100.00%		Natl Middle Level Conference Registration	
0000-2410-589000	3,909	4,000	4,000	4,000	-	0.00%			
	224,422	231,782	234,369	261,909	30,127	13.00%			
	School Administration								
	\$ 261,909								
Transportation and Buses									
	Student Transportation								
0000-2700-511800	71,886	65,403	67,000	72,275	6,872	10.51%			
0000-2700-520800	4,780	11,282	5,126	5,530	(5,752)	-50.98%			
0000-2700-521800	25,898	25,899	36,816	36,692	10,793	41.67%			
	-	-	-	3,200	3,200	#DIV/0!			
0000-2700-534000	537	800	800	800	-	0.00%			
0000-2700-543000	1,412	5,000	5,000	5,000	-	0.00%			
0000-2700-552000	3,564	3,750	2,250	3,500	(250)	-6.67%			
0000-2700-55800	52	100	100	200	100	100.00%			
0000-2700-560000	7,773	16,000	16,000	16,000	-	0.00%			
0000-2700-562600	15,717	20,000	19,000	20,000	-	0.00%			
0000-2700-573000	-	250	250	250	-	0.00%			
0000-2700-573600	30,000	30,000	30,000	30,000	-	0.00%		Purch Bus 17-18 - Lease Paym. 19-20 plus addtl to reserve	
0000-2700-581000	-	150	150	150	-	0.00%			
0000-2700-589000	-	-	-	-	-	#DIV/0!			
0000-2750-551400	-	-	-	-	-	#DIV/0!			
	161,618	178,634	182,492	193,597	14,963	8.38%			
	Transportation & Buses								
	\$ 193,597								
Article 66									

MOUNT DESERT SCHOOL DEPARTMENT

	17-18	18-19	18-19	19-20		
	Actual	Current	Anticipated	Proposed	\$	%
	Expend.	Budget	Expend.	Budget	Difference	Difference
Facilities Maintenance						
Operation & Maint. Of Plant						
Salaries: Custodians	123,376	186,313	175,000	184,450	(1,863)	-1.00%
Soc. Sec./ Medicare / Retire.	19,755	26,920	22,100	23,400	(3,520)	-13.08%
Blue Cross / Blue Shield	43,838	65,672	61,777	61,568	(4,104)	-6.25%
Deductible Coverage	-	-	-	5,600	5,600	#DIV/0!
Utility Svcs.: Sewer / Water	9,052	9,052	9,052	9,052	-	0.00%
Purch Prop Svcs: Cleaning	28,160	-	12,000	-	-	#DIV/0!
Insurance: Building/Equip.	9,078	9,500	10,051	11,000	1,500	15.79%
Telephone	5,288	5,500	5,500	5,500	-	0.00%
Staff Travel	298	300	300	300	-	0.00%
Supplies	17,169	18,000	18,000	19,000	1,000	5.56%
Electricity	36,419	45,000	44,000	45,000	-	0.00%
Heating Oil	30,070	40,000	40,000	43,000	3,000	7.50%
Replace/Purchase Equipment	-	4,000	4,000	4,000	-	0.00%
Dues / Fees / Conf.	-	150	150	150	-	0.00%
Miscellaneous	-	-	-	-	-	#DIV/0!
Contingency (Operating)	-	6,000	6,000	6,000	-	0.00%
Repair & Maint. : Building	35,644	34,600	35,000	38,000	3,400	9.83%
Repair & Maint. : Grounds	20,156	15,000	15,000	15,000	-	0.00%
Repair & Maint.: Equip. Repair	1,843	5,000	5,000	5,000	-	0.00%
Total Oper. & Maint.	380,146	471,007	462,930	476,020	5,013	1.06%
Facilities Maintenance						
Capital Outlay						
Land & Improvements	-	3,500	3,000	-	(3,500)	-100.00%
Buildings	-	7,000	7,000	-	(7,000)	-100.00%
Buildings (Transf to Reserve)	22,000	22,000	22,000	22,000	-	0.00%
Equipment	51,268	3,500	3,650	-	(3,500)	-100.00%
Total Capital Outlay	73,268	36,000	35,650	22,000	(14,000)	-38.89%
Article 67					\$ 498,020	
Debt Service						
Debt Service						
Interest	66,449	50,930	50,930	35,369	(15,561)	-30.55%
Principal	297,500	297,500	297,500	297,500	-	0.00%
Total Debt Service	363,949	348,430	348,430	332,869	(15,561)	-4.47%
Article 68					\$ 332,869	
All Other Expenditures						
Food Services						
Food Services Transfer	65,000	68,000	68,000	72,000	4,000	5.88%
Total Food Services	65,000	68,000	68,000	72,000	4,000	5.88%
Article 69					\$ 72,000	
Grand Totals:	4,034,924	4,338,964	4,257,691	4,451,851	112,887	2.60%
Article 73					\$ 4,451,851	
Total Budget Incr						Total Budget Incr

Total Salaries & Benefits 2019-20		\$ 2,975,026		\$ 3,047,382		
% of Budget		68.57%		68.45%		
Additional Items:						
Safety Upgrade/Conf Rm Door & Entry				\$ 4,000	\$ 4,000	
Keyless Entry - Safety Upgrade				\$ 10,007	\$ 10,007	
Phone System Upgrade				\$ 26,841	\$ 26,841	
Admin. Stipend Incr.				\$ 500	\$ 500	Increase in stipend to make par with others
Library				\$ 5,000	\$ 5,000	Requested increase from library
Total Addtl Items				\$ 46,348	\$ 46,348	1.07%
Budget Increase w Addtl Items:				\$ 4,498,199	\$ 159,235	3.67%
Town Appropr w Addtl Items:				\$ 4,032,679	\$ 74,185	1.87%
Reserves:						
Maintenance			6/30/19 Proj Bal.			
Bus			\$ 137,509			
Special Education			\$ 19,216			
			\$ 83,433			

TOWN OF MOUNT DESERT
REVENUE PROJECTIONS

ACCOUNT	ACCOUNT DESCRIPTION	2017-2018			2018-2019			2019-2020	
		ORIGINAL APPROP	REVISED BUDGET	YTD RECEIVED	ORIGINAL APPROP	REVISED BUDGET	YTD RECEIVED	REQUEST	REQUEST
100-40010	In Lieu of Taxes-Maple Lane Ap	\$ 4,000	\$ 4,000	\$ 6,851	\$ 4,000	\$ 4,000	\$ -	\$ -	\$ 6,500
100-40011	In Lieu of Taxes-Acadia Natl P	\$ 30,000	\$ 30,000	\$ 28,313	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ 30,000
100-40222	State Revenue-Revenue Sharing	\$ 30,000	\$ 30,000	\$ 35,163	\$ 30,000	\$ 30,000	\$ 19,391	\$ 30,000	\$ 30,000
100-40230	State Revenue-Homestead Reimb	\$ 45,000	\$ 41,700	\$ 41,700	\$ 53,115	\$ 53,115	\$ 40,542	\$ 50,000	\$ 50,000
100-40232	State Revenue-Veteran Ex Reimb	\$ 700	\$ 700	\$ 730	\$ 700	\$ 700	\$ -	\$ 700	\$ 700
100-40233	State Revenue-Tree Growth Reim	\$ 3,000	\$ 3,000	\$ 4,330	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ 4,000
100-40234	State Revenue-BETE Reimb	\$ 900	\$ 914	\$ 1,382	\$ 2,051	\$ 2,051	\$ 2,051	\$ 2,051	\$ 2,000
100-40110-	Building Permits	\$ 25,000	\$ 25,000	\$ 12,874	\$ 25,000	\$ 25,000	\$ 8,762	\$ 8,000	\$ 8,000
100-40114-	Plumbing Permits	\$ 15,000	\$ 15,000	\$ 8,704	\$ 15,000	\$ 15,000	\$ 5,103	\$ 4,500	\$ 4,500
100-40116-	Sewer Permits	\$ 12,000	\$ 12,000	\$ 4,400	\$ 15,000	\$ 15,000	\$ 2,300	\$ 2,500	\$ 2,500
100-40118-	Conditional Use Permits	\$ 300	\$ 300	\$ 225	\$ 500	\$ 500	\$ 150	\$ 150	\$ 150
100-40119-	Subdivision Permits	\$ 1,200	\$ 1,200	\$ -	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ 500
100-40228-	State Revenue-Gen Assist Reimb	\$ 3,500	\$ 3,500	\$ 485	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ 3,500
1440110-40309	Police Ticket Fees	\$ 1,000	\$ 1,000	\$ 1,351	\$ 1,000	\$ 1,000	\$ 650	\$ 1,000	\$ 1,000
1440110-40360	Police Parking Fees	\$ 55,000	\$ 55,000	\$ 55,818	\$ 55,000	\$ 55,000	\$ 54,789	\$ 55,000	\$ 55,000
1440500+40502	Interfund from Shellfish	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,806	\$ 3,806	\$ -	\$ -	\$ -
1440700+40334	Animal Control Fees	\$ 1,500	\$ 1,500	\$ 1,500	\$ 2,513	\$ 2,513	\$ -	\$ -	\$ -
100+40227	State Revenue+Road Assistance	\$ 35,000	\$ 35,000	\$ 37,044	\$ 35,000	\$ 35,000	\$ 36,772	\$ 35,000	\$ 35,000
100+40416+	Solid Waste Performance Income	\$ 30,000	\$ 30,000	\$ 54,442	\$ 8,200	\$ 8,200	\$ 5,864	\$ 8,500	\$ 8,500
1550100+40165	Road Opening Permit Fees	\$ 1,500	\$ 1,500	\$ 1,055	\$ 1,500	\$ 1,500	\$ 614	\$ 8,500	\$ 8,500
1550552+40320	Sewerage Charges	\$ 700	\$ 700	\$ 690	\$ 700	\$ 700	\$ -	\$ -	\$ 700
1553000-40327	SV-EVSE Revenue	\$ -	\$ -	\$ 19	\$ -	\$ -	\$ 339	\$ 200	\$ 200
1551500+40415	Recycling Income	\$ 2,000	\$ 2,000	\$ 1,984	\$ 500	\$ 500	\$ 1,082	\$ -	\$ -
100+40030	Penalty/Interest on Delinq Tax	\$ 20,000	\$ 20,000	\$ 24,670	\$ 20,000	\$ 20,000	\$ 10,551	\$ 25,000	\$ 25,000
100+40020+	Motor Vehicle Excise Tax	\$ 600,000	\$ 600,000	\$ 642,288	\$ 600,000	\$ 600,000	\$ 344,308	\$ 620,000	\$ 620,000
100+40021+	Boat Excise Tax	\$ 18,000	\$ 18,000	\$ 18,865	\$ 18,000	\$ 18,000	\$ 4,323	\$ 18,000	\$ 18,000
100+40022+	Documented Boat Excise Tax	\$ 11,000	\$ 11,000	\$ 8,939	\$ 11,000	\$ 11,000	\$ 1,815	\$ 11,000	\$ 11,000
100+40130+	Animal Licenses	\$ 250	\$ 250	\$ 290	\$ 250	\$ 250	\$ 76	\$ 250	\$ 250
100+40150+	IFW Moses Fees	\$ 1,000	\$ 1,000	\$ 1,020	\$ 1,000	\$ 1,000	\$ 358	\$ 1,000	\$ 1,000
100+40160+	Motor Vehicle Fees	\$ 10,000	\$ 10,000	\$ 9,140	\$ 10,000	\$ 10,000	\$ 4,596	\$ 10,000	\$ 10,000
100+40162+	Snowmobile Fees	\$ 150	\$ 150	\$ 162	\$ 150	\$ 150	\$ 36	\$ 150	\$ 150
100+40330+	Vital Statistic Fees	\$ 3,000	\$ 3,000	\$ 2,349	\$ 3,000	\$ 3,000	\$ 1,598	\$ 3,000	\$ 3,000
100+40325+	ANP Otter Creek Sewer Fees	\$ 60,000	\$ 60,000	\$ 50,023	\$ 45,000	\$ 45,000	\$ -	\$ -	\$ 60,000
100+40326+	ANP Seal Harbor Sewer Fees	\$ 15,000	\$ 15,000	\$ 15,797	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ 15,000
100+40440	Insurance Claims Income	\$ 5,000	\$ 5,000	\$ 5,663	\$ 5,000	\$ 5,000	\$ 5,663	\$ 5,000	\$ 5,000
100+40500+	INTERFUND TRANSFER (MARINA)	\$ 41,570	\$ 41,570	\$ 48,054	\$ 43,043	\$ 43,043	\$ -	\$ -	\$ 47,460
100+40302	Printing Fees	\$ 1,000	\$ 1,000	\$ 1,009	\$ 1,000	\$ 1,000	\$ 189	\$ 1,000	\$ 1,000
100+40409	Interest Income+GF Accounts	\$ 40,000	\$ 40,000	\$ 41,539	\$ 40,000	\$ 40,000	\$ 47,107	\$ 50,000	\$ 50,000
100+40410	Investment Earnings	\$ 35,000	\$ 35,000	\$ 31,116	\$ 35,000	\$ 35,000	\$ 47,804	\$ 70,000	\$ 70,000
100+40526+	TRANSFER FROM SURPLUS (W/C/O)	\$ 400,000	\$ 619,554	\$ 619,554	\$ 500,000	\$ 683,506	\$ 683,506	\$ 400,000	\$ 400,000
	Total 100 General Fund	\$ 1,560,770	\$ 17,097,439	\$ 17,580,059	\$ 1,638,728	\$ 17,697,929	\$ 17,431,253	\$ 1,588,110	\$ 1,588,110



Town of Mount Desert

Durlin E. Lunt, Town Manager
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

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

Web Address www.mtdesert.org
manager@mtdesert.org

To: Board of Selectmen

From: Durlin E. Lunt

Date: February 6, 2019

Subject: Interlocal Agreement Warrant Article

"If they lacked flexibility they wouldn't be able to adapt to different situations and come out winning. When you're flexible, you're willing to consider the best approach for each particular situation."

Anonymous

In my role as Town Manager I analyze a set of data points in order to draw conclusions in order to make recommendations for your consideration.

Municipal Government is facing a far different landscape than existed only a decade ago. This presents the problem of a scarcity of interested, qualified candidates to fill the large number of municipal vacancies that will occur as we move deeper into the twenty first century. There are approximately 492 Towns in the State of Maine serving a population of less than 1.5 million people. Demographic trends indicate that the problem of recruitment and retention will get worse rather than better in the coming decade. Sharing agreements are far preferable to governmental consolidations which are likely to occur particularly in remote areas with rapidly declining populations. According to research by the Maine Municipal Association the four positions with the most acute shortages, in no particular order, are Town Managers, Assessors, Police Chiefs and Finance Directors. Fewer younger people are seeking careers in municipal government and many others lack the requisite skills or temperament to be successful in municipal service. As the quote at the top indicates only flexible, facile organizations will be able to adjust to this dynamic. Attached is a summation of the Town of Mount Desert employee demographics. In my judgement it is important that we focus on the following key elements of this information:

Aging Workforce

Until the middle of the 1970's the Town of Mount Desert was able to recruit the majority of its workforce from residents of the Town. We had a much smaller municipal government with fewer positions to fill. Our fire department was a volunteer force with elected chiefs, the Harbor Master was a summer position, we had a Highway Superintendent but not a Public Works Director, we did not have wastewater treatment plants, our police force consisted of part time constables and our Treasurer, Tax, Collector, and Assessors were elected positions. It is only a slight exaggeration to say that the municipal government of fifty years ago more closely resembled the government in 1789, the year of our founding, than what exists today in 2019. In the 1950's and 1960's close to 100% of our municipal workforce were residents. The majority of our population was of working age at that time whereas today we have a large base of people who are retired. Another startling demographic is for the last ten years we have averaged 10 more deaths a year than births further reducing the pool of residents some of whom might be candidates for municipal employment. Obviously there would have been some in-migration during that period but many of those people either had employment when they came or were of retirement age.

1. Five Department Heads are over 55 years old with an average age of 63 years 6 months.
2. Five key staff members with either supervisory responsibility or specialized technical skills have an average age of 58 years 4 months.
3. The ten employees listed above represent 25% of our workforce.
4. Less than half of our employees are under 50 years of age (47.5%) (19 Employees)
5. Our nine Department Heads including the Town Manager have an average age of 56 years 5 months (56.5) and 11 years 6 months (11.6) of service time

It is highly probable that we will need to replace a number of key staffers, perhaps as many as ten, over the next five years. The factors enumerated in this memo along with the demographic spreadsheet cast doubt as to our sustainability as a full service community. If we are willing to be bold; to re-imagine and revise our recruitment and retention strategies; we have at least a "puncher's chance" of success. If we ignore or deny these unpleasant realities we may find, as did King Canute, that commanding the flood tide to ebb is a highly effective strategy to drown.

"Change is the law of life. And those who look only to the past or the present are certain to miss the future"- John F. Kennedy

It is tempting to believe that what currently is, always has been, and must always be, but there have been significant changes during my years of municipal service and there is little reason to believe that the rate of change will not accelerate moving forward.

Housing costs and availability

1. 20% of our employees live beyond Ellsworth. This number will likely increase as we fill vacancies as formerly affordable communities like Trenton and Lamoine are experiencing housing shortages and escalating costs for housing that becomes available.
2. Less than 50% of Town employees actually live in the Town of Mount Desert (42.5%). Thirty five years ago this number would have been close to 100%.

Due to the factors above and the increasingly difficult task of identifying qualified candidates it would be prudent to consider employee sharing arrangements similar to our police chief sharing for other positions as well. Our most important ask is to ensure that highly qualified individuals are available to provide essential municipal services, and when sharing positions with neighboring communities accomplishes this goal then we should be prepared to do so.

The current Police Chief Management Services has been renewed for another year. A study concerning the feasibility of shared dispatch services and facility consolidation are amongst the goals identified for study this year.

There are other potential avenues of cooperation such as fire protection and finance services that should be explored. It is probable that the Fire Department will need to be less reliant on volunteer services moving forward. Unanswered calls and an aging volunteer force are red flags that need to be addressed. It is only a matter of time until full time 24 hour coverage will be necessary to fulfill public safety requirements. Although volunteers will remain part of the equation, additional employees and the capacity to house them at the fire station will be necessary. Under our present configuration this would likely necessitate building an addition to our town office. Interlocal agreements could not only address personnel matters but could explore shared facilities as well. A centralized facility housing dispatch and police services would allow the fire department to occupy the current police and dispatch areas, eliminating the need to build on to the town office.

30-A M.R.S. Section 2201 permits municipalities to enter into interlocal agreements deemed to be of mutual advantage to participating communities In Maine's ever evolving legal environment Mutual Aid agreements are limited tools for collaboration. Interlocal agreements provide for greater clarity and flexibility for efforts such as our chief sharing agreement with Bar Harbor. Key components of this agreement moving forward will center on payroll, benefit acclimation, and rank structure. Similar components would also be necessary for the sharing of other personnel.

A Warrant Article for an interlocal agreement will be submitted For the FY 20 Warrant providing for this ability to identify, explore, and pursue further cooperative municipal administrative management services through follow-on agreements identified as being in the best interest of our community by providing efficiencies and optimal service. The Maine Municipal Association, along with our legal counsel strongly suggest that we use interlocal agreements as opposed to mutual aid agreements as we move ahead in order to clearly delineate the separateness of the employing communities to avoid any designation of joint or integrated employer status under a myriad of Maine employment law. An interlocal agreement will provide total clarity surrounding the individual employment of the shared personnel.

“Research suggests that direct replacement costs can reach as high as 50%-60% of an employee’s annual salary, with total costs associated with turnover ranging from 90% to 200% of annual salary.

TOWN OF MOUNT DESERT EMPLOYEE DEMOGRAPHICS

Number of Employees 40

Residence

Town of Mount Desert
17 42.50%

Other MDI Area
7 17.50%

Trenton/Lamoine
5 12.50%

Ellsworth
3 5.50%

Ellsworth Exurbs
8 20%

Average Age of Mount Desert Employees by Department

Administration	Average years of service in current position
51	8

Fire	
34.5	6

Police	
45	8

Marina	
36	5

Dispatch	
	10

	43
--	----

Highway	
36	6

Buildings and Grounds	
55	7

Waste management	
34	7

Wastewater	
52	4

ALL DEPARTMENT HEADS

Average Age= 56.5 Years
Average Length of Service= 11.6 Years

Title 30-A: MUNICIPALITIES AND COUNTIES

Chapter 115: INTERLOCAL COOPERATION

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**Subpart 2. ORGANIZATION AND INTERLOCAL
COOPERATION**

Section 2201 - Purpose

Section 2203 - Joint Exercise of Powers

Section 2204 - Filing of Agreement

Maine Revised Statutes
Title 30-A: MUNICIPALITIES AND COUNTIES
Chapter 115: INTERLOCAL COOPERATION

§2201. PURPOSE

It is the purpose of this chapter to permit public agencies of the State or any adjoining state, including but not limited to municipalities, counties and school administrative units, and federal agencies and Indian tribes and their political subdivisions to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities within the State in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of communities. [2009, c. 636, Pt. D, §1 (AMD).]

SECTION HISTORY

1987, c. 737, §SA2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §SC8,10 (AMD). 2003, c. 696, §13 (AMD). 2009, c. 636, Pt. D, §1 (AMD).

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Maine Revised Statutes
Title 30-A: MUNICIPALITIES AND COUNTIES
Chapter 115: INTERLOCAL COOPERATION

§2203. JOINT EXERCISE OF POWERS

Any power or powers, privileges or authority exercised or capable of exercise by a party to an agreement under this chapter may be exercised and enjoyed jointly or cooperatively with any other party to the extent that federal laws, when applicable, permit the joint or cooperative exercise. When acting jointly or cooperatively with any party, any agency of State Government may exercise all of the powers, privileges and authority conferred by this chapter upon a public agency.

- 1. Agreement.** Any 2 or more parties may enter into agreements with one another for joint or cooperative action under this chapter. The governing bodies of the participating parties must take appropriate action by ordinance, resolution or other action under law before any such agreement may become effective.
- 2. Specifications.** Any agreement made under this chapter must specify the following:
 - B.** The precise organization, composition and nature of any separate legal or administrative entity created by the agreement together with the powers delegated to that entity, provided the entity may be legally created;
 - C.** Its purpose;
 - D.** The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for the undertaking;
 - E.** The method to be used to partially or completely terminate the agreement and to dispose of property upon termination; and
 - F.** Any other necessary and proper matters.
- 3. Additional items.** If the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement, in addition to the items listed in subsection 2, must contain the following.
 - A.** It must provide for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, all parties to the agreement must be represented. It must provide the manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking.
- 4. Responsibility.** No agreement made under this chapter may relieve any party of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance by a joint board or other legal or administrative entity created by an agreement made under this chapter. This performance may be offered in satisfaction of the obligation or responsibility.
- 5. Liability.** An action is maintainable against any party whose default, failure of performance or other conduct caused or contributed to the incurring of damage or liability by the other parties jointly.
- 6. Notice to regional councils.** Any agreement made under this chapter is subject to the reporting requirements of section 2342, subsection 6, if applicable.
- 7. Liberal construction.** It being the intent of the Legislature to avoid the proliferation of special purpose districts and inflexible enabling laws, this chapter must be liberally construed toward that end.
- 8. Limitation.** Notwithstanding any other provision of this chapter:

A. No powers, privileges or authority may be jointly or cooperatively exercised unless each type of power, privilege or authority exercised is capable of being exercised by at least one of the parties within the entire jurisdictional area of the agreement, or by each of the several parties within each of their several jurisdictions if all of the several jurisdictions make up the total jurisdictional area of the agreement; or

B. No essential legislative powers, taxing authority or eminent domain power may be delegated by agreement to a joint authority or administrative entity.

9. Included powers. Without limiting the powers, privileges or authority that may be jointly or cooperatively exercised pursuant to this chapter, any 2 or more parties may enter into an agreement to establish a regional municipal utility district for any or all of the following purposes:

A. To provide or, through public-private partnerships, to support or promote the provision of any of the following:

(1) Broadband services; and

(2) Internet services; and

B. To issue revenue bonds in support of any of the activities undertaken pursuant to paragraph A.

Nothing in this subsection exempts a regional municipal utility district from any applicable provisions of Title 35-A.

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Maine Revised Statutes
Title 30-A: MUNICIPALITIES AND COUNTIES
Chapter 115: INTERLOCAL COOPERATION

§2204. FILING OF AGREEMENT

Before becoming effective, an agreement made under this chapter must be filed with the clerk of each concerned municipality and the Secretary of State. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §SA2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §SC8,10 (AMD).

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**TOWNS OF BAR HARBOR AND MOUNT DESERT
INTERLOCAL AGREEMENT
(SHARED SERVICES)**

This Interlocal Agreement (the “Agreement”) is made as of the _____ day of _____ 2019, by and among the Town of Bar Harbor (Bar Harbor) and the Town of Mount Desert (“Mount Desert”) (collectively the “Municipalities”).

WHEREAS, 30-A M.R.S. § 2201, *et seq.*, permits political subdivisions, including municipalities, to enter into interlocal agreements for mutual advantage;

WHEREAS, 30-A M.R.S. § 2203 permits, without limiting the powers, privileges or authority that may be exercised individually by any single municipality to be jointly or cooperatively exercised by two municipalities by entering into an agreement to provide for the cooperative or joint exercise of powers;

WHEREAS, the legislative bodies of the Municipalities have determined that it is in the best interest of each Municipality to participate in an agreement for the continuing sharing of police chief and other municipal management services by and among the Municipalities (as their municipal officers may so direct) and to explore, when appropriate, the feasibility, investigation and financing, development, and sharing of any common equipment or facilities between the Town of Mount Desert and the Town of Bar Harbor;

WHEREAS, the Municipalities intend to continue to arrange for shared Police Chief management services for both Municipalities pursuant to the terms of an Employee Leasing Agreement, a copy of which is attached under **Exhibit A** to this Agreement, and to pursue the common engagement of shared administrative assistant and dispatch services in support of the public safety employees of each Town in order to achieve efficiencies and enhance service within the Municipalities;

WHEREAS, the Municipalities further intend to pursue the identification and exploration, from time to time, of such further cooperative municipal administrative management services as may serve the Municipalities through follow-on agreements to implement the cooperative engagement of such functions and personnel that serve the efficiencies and optimal service for the Municipalities;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Municipalities agree as follows:

1. Purpose. The purposes of this Agreement are to provide a cooperative arrangement for the Municipalities: (1) to cooperatively engage and contract for Police Chief, as well as administrative assistant services for the Chief; (2) to explore the potential for common dispatch services in support of the public safety departments of the respective municipalities; (3) to explore the potential for other common administrative oversight and department management

staffing required for services provided in the Municipalities authorized under this Agreement and implemented through such follow-on agreements as may be authorized in both Municipalities; (4) to jointly own any land, facilities or equipment necessary for the services as approved by the Municipalities; (5) to own, manage and maintain vehicles and equipment required to support services authorized under this Agreement; (6) to enter into any contracts associated with the design, maintenance, and/or operation of any commonly used equipment or facilities to serve persons within the Municipalities, and (7) to administer a cooperative approach for municipal police services and any other Shared Services in the two Municipalities and to support that cooperative approach through a cost share arrangement as detailed in **Exhibit B** attached hereto and as may be amended from time to time.

2. Definitions. As used in this Agreement, the following words and phrases have the following meanings:

- A. "Parties" or "Charter Municipalities" shall mean the Town of Mount Desert and the Town of Bar Harbor.
- B. "Residents" shall mean any legal resident of, or other person actually residing in either the Town of Mount Desert or the Town of Bar Harbor on either a seasonal or year-round basis.
- C. "Budget Year" shall mean the period of July 1st through June 30th of the subsequent calendar year, or such other budget year as may be mutually adopted by Mount Desert and Bar Harbor.
- D. "Shared services" shall include those services authorized under 30-A M.R.S. § 2203 and detailed in **Exhibit C** attached hereto.

3. The Oversight of Shared Services. The Municipalities shall provide policy guidance and support and promote, where appropriate, the provision of Shared Services to carry out the purposes set forth in Section 1 of this Agreement. The Municipalities hereto authorize and direct the Shared Services Committee (consisting of the designated Municipal Officers and Municipal Officials of the Municipalities) to identify the Shared Services to be provided under this Agreement and to provide policy guidance to the Town Managers to implement. The day-to-day oversight, when needed, over the activities of the employees providing Shared Services will be provided by the Town Managers of the Municipalities.

The Shared Services Committee shall hold regular meetings at an established location and time; but they may, in their discretion, hold special meetings if circumstances require. Prior to each meeting, the Managers will prepare, post and circulate to the Municipal Officers of the Municipalities, an agenda for the meeting as to Shared Services. Items may be added to the agenda by majority vote of those present at each Shared Services Committee meeting. Minutes will be taken and posted for every meeting. Emergency meetings may be called by making a bona fide effort to give telephone notice to each member serving on the Shared Services Committee, and by giving notice to local representatives of the media as provided in 1 M.R.S. § 406.

For votes to amend this Agreement pursuant to § 8 where an affirmative vote by the appropriate municipal authority for each participating Municipality is required, a tie vote shall fail for lack of a majority.

Each year, before the close of the fiscal year for the Municipalities, the respective Treasurers for the Municipalities shall develop and prepare a shared services budget for the upcoming year. The budget shall be reviewed and approved by the Shared Services Committee as its recommendation for approval by the appropriate municipal authority of the Municipalities.

4. Costs. The Municipalities may decide to contract to have Shared Services provided by an independent contractor for the benefit of the municipalities. In that regard, **Exhibit B** shall be updated from time to time to reflect actual contributions made by the Municipalities.

5. Property and Shared Equipment. Any real property, any improvements acquired or developed, and any equipment or materials purchased pursuant to this Agreement shall be jointly held as approved by the Municipalities, unless otherwise agreed upon that such real property, any improvements acquired or developed, and any equipment or materials purchased pursuant to this Agreement shall be held by the municipality in which they are located.

6. Assessment and Collection of Fees. The Municipalities shall be responsible for the assessment, collection, and payment associated with the provision of Shared Services and the funds necessary to pay their respective Cost Shares as specified in **Exhibit B**, as may be amended from time to time.

7. Defaults and Dispute Resolution.

A. In the event either Municipality defaults in the performance of any material obligation under this Agreement, including any failure to pay any payment required on a timely basis, which default has not been cured within thirty (30) days after the provider of Shared Services delivers a written notice of default, the non-defaulting member, at its option, may terminate this Agreement and/or pursue all of its remedies at law to recover damages associated with the Municipality's default, including recovery of its costs of collection, including reasonable attorneys fees.

B. Any dispute arising out of this Agreement shall first be submitted to mediation. If a party fails to respond to a written request for mediation within ten (10) days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved dispute arising out of or relating to this Agreement may be settled in an action brought in any court of competent jurisdiction in the State of Maine.

8. Amendment and Termination. The Municipal Officers may propose and shall seek approval by a majority vote amendments to this Agreement, which shall require an affirmative vote by the appropriate municipal authority of the member municipalities (by the town meeting of such member municipality).

9. Admission of New Members

The Charter Municipalities contemplate that additional municipalities may wish to become members. Any Maine municipality on Mount Desert Island is eligible to apply for membership. In order to be accepted:

- (1) An applying member must have sought and received the approval of its legislative body to become a member and to be bound by this Interlocal Agreement and the by-laws;
- (2) Agreed to assume its proportionate share of any existing debt of the Charter Municipalities;
- (3) Agreed to make an initial contribution, consisting of what would have been their share of all start-up costs, capital expenditures and any interest paid by the Charter Municipalities thereon, from the beginning of the Shared Services as if they had been a charter member (not to include other operating costs) – such amount to be determined by the Municipal Officers of the Charter Municipalities in advance of membership;
- (4) To have agreed to a starting date for membership which will enable the entering municipality to have either appropriated the funds to meet its assessment, or to have made other arrangements satisfactory to the Municipal Officers of the Charter Municipalities to ensure that the assessments can and will be paid upon acceptance.
- (5) The Municipal Officers of the Charter Municipalities may, by unanimous vote at a public meeting, accept the application of the applicant municipality outright or conditional upon fulfillment of one or more of the requirements set forth above. The Municipal Officers shall, as part of their vote of acceptance, enter an assessment for the entering town for the ensuing year the assessment for the new member shall be in the same fashion as for Charter Municipalities.

This Agreement shall continue in force for a period of 20 years from the effective date of this Agreement and shall automatically terminate. Prior to this automatic termination date, however, this Agreement may be renewed by the collective affirmative votes by the appropriate municipal authority of all member municipalities. This Agreement may also be terminated or superseded, at any time, by the collective affirmative votes by the appropriate municipal authority of all member municipalities.

The Town Managers of the member municipalities shall take all necessary and proper steps to wind-up affairs upon termination of this Agreement including, without limitation, the disposal of property, provided, however, that upon any dissolution of the effort, or the termination of its activities the assets of the Municipalities remaining after the payment of all liabilities for Shared Services shall be distributed to the Members in the proportions stated in **Exhibit B** unless the members have separately agreed to another method of allocation.

10. Withdrawal of Members.

A member municipality may withdraw from this Agreement subject to each of the following conditions:

1. Withdrawal shall be authorized by the appropriate municipal authority of the withdrawing member municipality.
2. The withdrawing member municipality shall give written notice of its intent to withdraw at least one hundred eighty (180) days prior to the commencement of the ensuing municipal budgetary year.
3. At or prior to the time of withdrawing, the withdrawing member municipality shall pay the entire amount of its outstanding obligations incurred pursuant to this Agreement.

11. Filing of Agreement. This Agreement shall take effect upon the filing of executed copies of this Agreement with the clerks of Mount Desert and Bar Harbor and the Secretary of State, which shall be filed after adoption by the appropriate municipal authorities of said municipalities.

12. Effective Date. This agreement shall be effective when fully approved by the participating Municipalities as required by law and as set forth in this Agreement, provided however, that each Member must complete such approval no later than _____. Notwithstanding the above, nothing herein shall be read to preclude any municipality, municipal corporation or quasi-municipal corporation other than the Town of Bar Harbor and the Town of Mount Desert from participating in this Agreement at a date subsequent to _____.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the named Municipalities by their duly authorized representatives. Attested copies of the resolutions of the legislative body of each Municipality authorizing the Municipality to join in this Agreement and the named representative of the Municipality to execute this Agreement on its behalf are attached hereto as **Exhibits D and E**.

WITNESS

TOWN OF MOUNT DESERT

By:
Its: _____, thereunto duly authorized
_____, 20__

WITNESS

TOWN OF BAR HARBOR

Its: _____, thereunto duly authorized
_____, 20_

EXHIBIT A
EMPLOYEE LEASING AGREEMENT

EXHIBIT B

Cost Shares and Contributions

EXHIBIT C
SHARED SERVICES IDENTIFIED

EXHIBIT D

AUTHORITY OF TOWN OF MOUNT DESERT TO ENTER INTO AGREEMENT

BE IT RESOLVED BY THE BOARD OF SELECTMEN OF THE TOWN OF MOUNT DESERT that:

WHEREAS, consistent with Section 4 of the Town Charter, the Mount Desert Town Meeting has determined that it is in the best interest of the Town of Mount Desert to engage Shared Services in Mount Desert and Bar Harbor relating to the cooperative leadership and common Police Chief for the municipal police departments in the Towns;

WHEREAS, the municipalities of Mount Desert and Bar Harbor desire to enter into an interlocal agreement pursuant 30-A M.R.S. § 2201, *et seq.*, for the purpose of investigating further administrative Shared Services and to contract for the provision of those Shared Services through employee leasing agreements.

NOW THEREFORE BE IT RESOLVED:

1. That the Town of Mount Desert shall enter into the Shared Services Interlocal Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A, and further, that Durlin Lunt in his capacity as Town Manager shall be and hereby is authorized to execute said Agreement on behalf of the Town.
2. That the Town of Mount Desert further authorizes, by action of its Board of Selectmen, entry into a certain Employee Leasing Agreement by and between the Towns of Mount Desert and Bar Harbor.

ADOPTED this ___ day of _____, 2018.

[Authorized signature]

A true copy, Attest:

Town Clerk
Town of Mount Desert

EXHIBIT E

AUTHORITY OF TOWN OF BAR HARBOR TO ENTER INTO AGREEMENT

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAR HARBOR that:

WHEREAS, the Bar Harbor Town Council has determined that it is in the best interest of the Town of Bar Harbor to engage Shared Services in Mount Desert and Bar Harbor relating to the cooperative leadership and common Police Chief for the municipal police departments in the Towns.

WHEREAS, the municipalities of Mount Desert and Bar Harbor desire to enter into an interlocal agreement pursuant 30-A M.R.S. § 2201, *et seq.*, for the purpose of investigating further administrative Shared Services and to contract for the provision of those Shared Services through employee leasing agreements.

NOW THEREFORE BE IT RESOLVED:

1. That the Town of Bar Harbor shall enter into the Shared Services Interlocal Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A, and further, that Cornell Knight in his capacity as Town Manager shall be and hereby is authorized to execute said Agreement on behalf of the Town.
2. That the Town of Bar Harbor further authorizes, by action of its Town Council, entry into a certain Employee Leasing Agreement by and between the Towns of Mount Desert and Bar Harbor.

ADOPTED this ___ day of _____, 2018.

[Authorized signature]

A true copy, Attest:

Town Clerk
Town of Bar Harbor