

Town of Mount Desert  
Board of Selectmen  
Agenda

Regular Meeting  
Monday, June 17, 2019

Location: Meeting Room, Town Hall, Northeast Harbor

- I. Call to order at 6:30 p.m.**
- II. Minutes**
  - A. *Approval of minutes from June 3, 2019 meeting*
- III. Appointments/Recognitions/Resignations**
  - A. *Confirm Appointment of Durlin E Lunt, Jr as Local Health Officer for a Three Year Term (22MRSA§452)*
  - B. *Annual Board and Committee Appointments*
  - C. *Appointment of Seth Singleton to the Town of Mount Desert Economic Development Committee*
  - D. *Appointment of Heather Jones to the Town of Mount Desert Economic Development Committee*
- IV. Consent Agenda** *(These items are considered routine, and therefore, may be passed by the Selectmen in one blanket motion. Board members may remove any item for discussion by requesting such action prior to consideration of that portion of the agenda.)*
  - A. *Chamber of Commerce 2019 Agreement (Term July 1, 2019--June 30, 2020)*
  - B. *Neighborhood House 2019 Agreement (Term July 1, 2019--June 30, 2020)*
  - C. *Ticket Sales 2019 Agreements (Term July 1, 2019--June 30, 2020)*
  - D. *Brief updates on miscellaneous projects prepared by Public Works Director Tony Smith*
  - E. *Hancock County Commissioners Meeting Minutes May 21, 2019*
- V. Selectmen's Reports**
- VI. Unfinished Business**
  - A. *Benefit Accrual Policy Change*
  - B. *Consider acceptance and signing of the EMR solid waste contract by the Board of Selectmen for an initial term of five (5) years from July 1, 2019 to June 30, 2024*
- VII. New Business**
  - A. *Public Space Special Event Application – Acadia Community Theater – “Shakespeare in the Park” – July 24-28 and August 2, 3, & 4, 2019, Northeast Harbor Village Green*
- VIII. Other Business**
  - A. *Such other business as may be legally conducted*
- IX. Treasurer's Warrants**
  - A. *Approve & Sign Treasurer's Warrant AP1971 in the amount of \$783,081.10*
  - B. *Approve Signed Treasurer's Payroll, State Fees, & PR Benefit Warrants AP1969, AP1970, and PR1925 in the amounts of \$7,515.96, \$48,384.72, and \$111,314.64, respectively*
  - C. *Acknowledge Treasurer's School Board AP/Payroll Warrants 12 and 25 in the amounts of \$56,527.62 and \$81,643.66, respectively*
- X. Adjournment**

The next regularly scheduled meeting is at 6:30 p.m., Monday, July 1, 2019 in the Meeting Room, Town Hall, Northeast Harbor

# MINUTES

**Town of Mount Desert  
Board of Selectmen Meeting Minutes  
Meeting Room, Town Hall  
6:30 PM, May 20, 2019**

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

Treasurer Kathy Mahar, Town Clerk Claire Woolfolk, Fire Chief Mike Bender, Harbormaster John Lemoine, Public Works Director Tony Smith, and Town Manager Durlin Lunt were in attendance.

Members of the public were also at the meeting.

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

Chairman Macauley called the meeting to order at 6:00 PM.

**II. Executive Session**

*A. Pursuant to 1 M.R.S.A. §405(6) (D) Discussion regarding the labor contract with negotiators*

*B. Pursuant to 1 M.R.S.A. §405(6) (A) Review request from employee for leave without pay*

MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, to enter into Executive Session for discussion of matters pursuant to 1 M.R.S.A. §405(6) (D) Discussion regarding the labor contract with negotiators, and 1 M.R.S.A. §405(6) (A) Review request from employee for leave without pay. Motion approved 5-0. The Board entered Executive Session at 6:00 PM.

MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, to leave Executive Session. Motion approved 5-0. The Board Left Executive Session at 6:35PM.

**III. Post Executive Session**

*A. Labor contract, action if necessary*

MOTION: Selectman Mooers moved, with Selectman Dudman seconding, ratification of the Labor Contract Pursuant to 1 M.R.S.A. §405(6) (D), as presented, for final print and signature at the next Board of Selectmen's meeting. Motion approved 4-0-1 (Littlefield in Abstention).

*B. Employee Leave without Pay, action if necessary*

MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, approval of Employee Leave without Pay Pursuant to 1 M.R.S.A. §405(6) (A), as presented, until December 31, 2019. Motion approved 5-0.

**IV. Minutes**

*A. Approval of minutes from May 7, 2019 meeting*

MOTION: Selectman Hart moved, with Selectman Dudman seconding, approval of the May 7, 2019 Minutes as presented. Motion approved 5-0.

**V. Appointments/Recognitions/Resignations**

*A. Annual Employee Appointments*

MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, approval of the slate of Annual Employee Appointments as presented. Motion approved 5-0.

1           B.       *Appointment of Kaleb Payson as a Full-Time Police Officer at \$24.30/hour effective May*  
2                     *27, 2019*

3           MOTION: Selectman Hart moved, with Selectman Dudman seconding, appointment of Kaleb  
4           Payson as a Full-Time Police Officer at \$24.30/hour effective May 27, 2019, as presented.  
5           Motion approved 5-0.  
6

7           C.       *Appointment of Matthew Woolfolk as Seasonal Dock Hand at a rate of \$15.00 per hour*  
8                     *effective May 20, 2019*

9           MOTION: Selectman Hart moved, with Selectman Dudman seconding, appointment of Matthew  
10          Woolfolk as Seasonal Dock Hand at a rate of \$15.00 per hour effective May 20, 2019, as  
11          presented. Motion approved 5-0.  
12

13          D.       *Appointment of Stanley Grierson as Seasonal Buildings & Grounds Helper at a rate of*  
14                     *\$15.00 per hour effective May 20, 2019*

15          MOTION: Selectman Hart moved, with Selectman Dudman seconding, appointment of Stanley  
16          Grierson as Seasonal Buildings & Grounds Helper at a rate of \$15.00 per hour, effective May 20,  
17          2019, as presented. Motion approved 5-0.  
18

19          E.       *Appointment of Stephen Grierson as Seasonal Recycling Attendant in the Solid Waste*  
20                     *Division at a rate of \$15.00 per hour effective May 20, 2019*

21          MOTION: Selectman Hart moved, with Selectman Dudman seconding, appointment of Stephen  
22          Grierson as Seasonal Recycling Attendant in the Solid Waste Division at a rate of \$15.00 per  
23          hour, effective May 20, 2019, as presented. Motion approved 5-0.  
24

25          F.       *Appointment of Ralph Colson, Jr. as Seasonal Wastewater Helper in the Solid Waste*  
26                     *Division and assisting other Public Works Divisions as needed at a rate of \$16.50 per*  
27                     *hour effective May 20, 2019*

28          MOTION: Selectman Hart moved, with Selectman Dudman seconding, appointment of Ralph  
29          Colson, Jr. as a Seasonal Wastewater Helper in the Solid Waste Division and assisting other  
30          Public Works Divisions as needed at a rate of \$16.50 per hour, effective May 20, 2019, as  
31          presented. Motion approved 5-0.  
32

33          G.       *Recognition of Kathryn Mahar's award for the designation of Certified Treasurer of*  
34                     *Maine from the Maine Municipal Tax Collectors' and Treasurers' Association*

35          Treasurer Mahar's efforts were applauded by the Board.  
36

37          MOTION: Selectman Mooers moved, with Selectman Dudman seconding, recognition of  
38          Kathryn Mahar's award for the designation of Certified Treasurer of Maine from the Maine  
39          Municipal Tax Collectors' and Treasurers' Association, as presented. Motion approved 5-0.  
40

41          H.       *Jennifer McWain recognized as featured clerk of Hancock County in celebration of the*  
42                     *50<sup>th</sup> Anniversary of Municipal Clerks Week (May 5-11, 2019)*

43          Deputy Clerk McWain's recognition was applauded by the Board.  
44

45          MOTION: Selectman Dudman moved, with Selectman Mooers seconding, congratulations to  
46          Deputy Clerk McWain. Motion approved 5-0.  
47

48    **VI. Consent Agenda**

49          A.       *Board of Selectmen Meeting Schedule 2019-2020*

50          B.       *Holiday Schedule 2019-2020*

1 C. *Hancock County Commissioners Meeting Minutes April 16, 2019*

2 MOTION: Selectman Mooers moved, with Selectman Hart seconding, acceptance of the  
3 Consent Agenda as presented. Motion approved 5-0.  
4

5 **VII. Selectmen's Reports**

6 Selectman Dudman inquired whether the Board would consider holding the next Annual Town  
7 Meeting at the Neighborhood House. The Neighborhood House is already gracious enough to  
8 serve the Town a meal prior to the meeting. It might be nice to hold the meeting directly after.  
9 Selectman Dudman noted some residents have mentioned the possibility to her. The building  
10 can hold 240 people.  
11

12 Selectman Littlefield inquired whether the Main St. project is on task and will meet the project  
13 deadline of ending the work for the season by Memorial Day Weekend. Public Works Director  
14 Smith agreed construction was on schedule. The road openings would be patched for the  
15 summer season. An explanatory sign in the fall shoulder season providing information about  
16 the project for visitors was discussed. Perhaps the Chamber of Commerce would be willing to  
17 create such a sign. Director Smith noted work will begin October 15. The business owners  
18 voiced opposition to detour signs, so none have been used this spring. He added that there  
19 have been no road closures, but there have been occasional delays in traffic.  
20

21 Selectman Hart noted there is also a private project happening concurrently with the Main St.  
22 project this spring, affecting the situation.  
23

24 It was noted there have been no phonecalls of complaint to the Town Office.  
25

26 **VIII. Unfinished Business**

27 A. *Authorize the issuance of a General Obligation Bond of the Town in a principal amount*  
28 *not to exceed \$428,920.00 at an interest rate of 3.17% and for a term of ten years*

29 It was clarified this bond was approved at Town Meeting.  
30

31 MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, authorization of a  
32 general Obligation Bond of the Town in a principal amount not to exceed \$428,920.00 at an  
33 interest rate of 3.17% and for a term of ten years, as presented. Motion approved 5-0.  
34

35 B. *Execution of the bond document for the \$428,920.00 General Obligation Bond issued by*  
36 *Bar Harbor Bank & Trust Company effective May 20, 2019*

37 MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, execution of the  
38 bond document for the \$428,92000 General Obligation Bond issued by Bar Harbor Bank & Trust  
39 Company effective May 20, 2019, as presented. Motion approved 4-0-1 (Dudman in  
40 Abstention).  
41

42 **IX. New Business**

43 A. *Construction parking request by CES to park at the Town property above the Stanley*  
44 *Brook Treatment Plant*

45 Public Works Director Smith noted the property in question is permit parking only for mooring  
46 users, and permission from the Harbormaster should be obtained. The Board has no authority  
47 to grant parking there. Director Smith offered some other ideas that CES seemed to be  
48 amenable to. No action was necessary.  
49

1           B.        *Request by the Northeast Harbor Village Improvement Society to establish a connecting*  
2                    *trail on Town of Mount Desert property to connect two unnamed sections of trail and*  
3                    *propose the naming of these sections and the connecting trail as Delights Trail*

4 Village Improvement Society Member Cliff Olson brought maps of the trail. The proposed  
5 section will connect the trail from the Delights Trail to the Bridle Path to the Harborside Trail,  
6 creating a circle. The connection proposed will be less than 200 feet in length.  
7

8 MOTION: Selectman Mooers moved, with Selectman Hart seconding, approval of the request by  
9 the Northeast Harbor Village Improvement Society to establish a connecting trail on Town of  
10 Mount Desert property to connect two unnamed sections of trail and propose the naming of  
11 these sections and the connecting trail as Delights Trail, as presented, and with thanks to the  
12 Village Improvement Society. Motion approved 5-0.  
13

14           C.        *Mount Desert Island Regional School Trustee, discussion*

15 Town Manager Lunt reported that Mia Thompson was willing to serve as interim trustee till next  
16 year's election.  
17

18 MOTION: Selectman Mooers moved, with Selectman Littlefield seconding, naming Mia  
19 Thompson as interim Mount Desert Island Regional School Trustee until next year's election, as  
20 presented. Motion approved 5-0.  
21

22           D.        *Review and adopt the Town of Mount Desert's revised Emergency Operations Plan*

23 Fire Chief Bender reported he had made a complete overhaul of the Emergency Operations  
24 Plan. Both State and FEMA regulations were recognized.  
25

26 Selectman Dudman asked whether information dissemination could also include social media  
27 and email and the Town website. It currently notes only TV and radio. Chief Bender agreed it  
28 could be added.  
29

30 Selectman Dudman asked if there was a way to coordinate boat captains to facilitate evacuating  
31 people off the island as quickly and efficiently as possible. Chief Bender noted that boaters have  
32 been used in the past during emergency training, and many seem willing to help in such a  
33 situation. Issues such as liability risk would have to be discussed. He noted there are several  
34 locations boats can access to evacuate people.  
35

36 Chief Bender noted that he wrote the document, with other Department Heads providing input  
37 on the sections impacting them. Selectman Mooers lauded Chief Bender's efforts and  
38 commended him on the Plan.  
39

40 MOTION: Selectman Mooers moved, with Selectman Hart seconding, adoption of the Town of  
41 Mount Desert's revised Emergency Operations Plan, as presented and with the addition of  
42 including social media and email and the Town's website to the section discussing information  
43 dissemination, and also the addition of enlisting the aid of boats for purposes of evacuation.  
44 Motion approved 5-0.  
45

46           E.        *Request authorization for repairs made to the Seal Harbor dinghy dock mooring chains*  
47                    *by Alvah B. Barge Service Inc. for \$3,324.00 from the Seal Harbor Mooring/Floats CIP*  
48                    *6410200-24601*

1 MOTION: Selectman Mooers moved, with Selectman Hart seconding, authorization for repairs  
2 to the Seal Harbor dinghy dock mooring chains by Alvah B. Barge Service Inc., for \$3,324.00 from  
3 the Seal Harbor Mooring/Floats CIP 6410200-24601, as presented. Motion approved 5-0.  
4

5 **X. Other Business**

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

7 Selectman Hart suggested making the Economic Development Committee an official Town  
8 committee. It was noted the committee will need to create a charter, and members will have to  
9 go through the process of filling out Volunteer Forms and being appointed for membership by  
10 the Board.  
11

12 MOTION: Selectman Hart moved, with Selectman Dudman seconding, to establish the  
13 Economic Development Committee as an official Town Committee. Motion approved 5-0.  
14

15 **XI. Treasurer's Warrants**

16 A. *Approve & Sign Treasurer's Warrant AP1966 in the amount of \$318,992.38*

17 MOTION: Selectman Littlefield moved, with Selectman Hart seconding, approval and  
18 signature of Treasurer's Warrant AP1966 in the amount of \$318,992.38, as presented.  
19 Motion approved 5-0.  
20

21 B. *Approve Signed Treasurer's Payroll, State Fees, & PR Benefit Warrants AP1964, AP1965,*  
22 *and PR1923 in the amounts of \$7,324.26, \$6,865.50, and \$96,563.23, respectively*

23 MOTION: Selectman Dudman moved, with Selectman Hart seconding, approval of  
24 signed Treasurer's Payroll, State Fees, & PR Benefit Warrants AP1964, AP1965, and  
25 PR1923 in the amounts of \$7,324.26, \$6,865.50, and \$96,563.23, respectively, as  
26 presented. Motion approved 4-0-1 (Littlefield in Abstention).  
27

28 C. *Acknowledge Treasurer's School Board AP/Payroll Warrants 22 in the amount of*  
29 *\$93,345.56*

30 MOTION: Selectman Dudman moved, with Selectman Mooers seconding,  
31 acknowledgement of Treasurer's School Board AP/Payroll Warrant 22 in the amount of  
32 \$93,345.56, as presented. Motion approved 5-0.  
33

34 **XII. Adjournment**

35 MOTION: Selectman Mooers moved, with Selectman Hart seconding, adjournment. Motion  
36 approved 5-0.  
37

38 The meeting was adjourned at 7:14PM.  
39

40 Respectfully Submitted,  
41

42  
43  
44 Wendy Littlefield, Secretary

**APPOINTMENTS**

**RECOGNITIONS**

**RESIGNATIONS**



## CERTIFICATE OF APPOINTMENT

Municipality of **MOUNT DESERT**

County of **HANCOCK**

State of **MAINE**

May 17, 2019 The Board of Selectmen of the Municipality of the Town of Mount Desert, in accordance with the provisions of the laws of the State of Maine, hereby appoints the following **Committee and Board members** within and for the Municipality of Mount Desert for the positions and terms ending June 30<sup>th</sup> as indicated:

<b>Committee/Board</b>	<b>Name</b>	<b>Term</b>
Board of Assessment Review and Harbor Committee	James Bright	3 year/2year, respectively
Broadband Committee	Alex Birdsall	1 year
Broadband Committee	Jeffrey Burnham	1 year
Broadband Committee	John Fehlauer	1 year
Broadband Committee	Edward Ganz	1 year
Broadband Committee	Philip Koch	1 year
Broadband Committee	Wendell Oppewall	1 year
Broadband Committee	Joan Pew	1 year
Broadband Committee and Sustainability Committee	Dennis Shubert	1 year each
Harbor Committee	Edward Bromage	2 year
Harbor Committee	Eric Jones	2 year
Harbor Committee	Christopher Moore	2 year
Harbor Committee	Doug Randolph-Foster	2 year
Harbor Committee and Village Center Planning Committee	Richard Savage	2 year/1 year, respectively
Investment Committee	Rod Crafts	1 year
Investment Committee	Seth Singleton	1 year
Investment Committee	John Brown	1 year
LUZO Advisory Group	Charles Bucklin	1 year
LUZO Advisory Group	William Ferm	1 year
LUZO Advisory Group	Douglass Gray	1 year
LUZO Advisory Group	William Hanley	1 year
LUZO Advisory Group	Gerard Miller	1 year
LUZO Advisory Group and Planning Board	David Ashmore	1 year/3 year, respectively
LUZO Advisory Group, Salary Survey Committee, and Village Center Planning Committee	Katrina Carter	1 year each

<b>Committee/Board</b>	<b>Name</b>	<b>Term</b>
LUZO Advisory Group, Sustainability Committee, and Village Center Planning Committee	Ellen Kappes	1 year/1 year/2 year, respectively
Planning Board	Tracy Loftus Keller	3 year
Shellfish Conservation Committee	Laura Flannery	2 year
Shellfish Conservation Committee	Brian Silverman	2 year
Shellfish Conservation Committee	Rustin Taylor	2 year
Sustainability Committee	Jesse Hartson	1 year
Sustainability Committee	Dwight Lanpher	1 year
Sustainability Committee and Warrant Committee	Kathleen Miller	1 year/3 year, respectively
Sustainability Committee	Warren Smith	1 year
Sustainability Committee and Traffic Committee	Sydney Roberts Rockefeller	1 year both
Sustainability Committee and Village Center Planning Committee	Gordon Beck	1 year both
Sustainability Committee and Warrant Committee	Philip Lichtenstein	1 year/3 year, respectively
Traffic Committee	Jean Fernald	1 year
Traffic Committee	Katherine Fernald	1 year
Traffic Committee	Diane Young	1 year
Traffic Committee	Anthony Smith	1 year
Traffic Committee and Village Center Planning Committee	Samuel Coplon	1 year both
Village Center Planning Committee	Kelly Brown	1 year
Village Center Planning Committee	Douglass Cornman	1 year
Village Center Planning Committee	Marsha Planting	1 year
Village Center Planning Committee	Samuel Shaw	1 year
Warrant Committee	Ellen Brawley	3 year
Warrant Committee	Norris Reddish	3 year
Zoning Board of Appeals	Jerome Suminsby	3 year
Zoning Board of Appeals	Kevin Walls	3 year



# 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.mtidesert.org](http://www.mtidesert.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: Seth Singleton Date: 7 June 2019  
Street Address: 39 Hall Quarry Rd. Phone: Home 207 244-4175  
Mail Address: P.O. Box 185 Work \_\_\_\_\_  
Mt. Desert ME 04660  
E-mail: sethmdl@gmail.com Cell 207 610-0061

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

Appointment(s) requested: Economic Development Committee

If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: Warrant Committee, 2008-2018  
Investment Committee, 2015-18, Great  
experience - learned a lot.

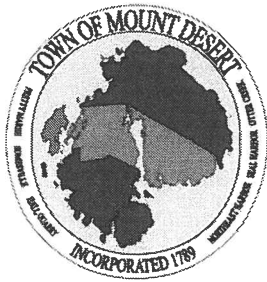
Are there other background experiences or skills that you feel would contribute to this appointment?  
\_\_\_\_\_

Why are you interested in this appointment? I would like to help the  
development of the Town - attract year-round residents  
+ new businesses.

What are your goals for this Board or Committee? \_\_\_\_\_  
Practical effective steps to

Do you have conflicts with meeting times or group assignments? not able to

meet Tuesdays or Thursdays Sept. - Dec. Depends  
on Maine teaching schedule.



## Town of Mount Desert

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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: Heather D. Jones Date: 6.13.19  
*Street*  
Address: 64 A Summit Road Phone: Home 207-276-8109  
*Mail*  
Address: P.O. Box 972 Northeast Harbor, ME 04662 Work 207-276-3322 x224  
E-mail: fourlobsters@gmail.com Cell 207-266-0114

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

Appointment(s) requested: Economic Development Committee

If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: Planning Board, School Board (presently serving on)

Are there other background experiences or skills that you feel would contribute to this appointment?  
I am one of the business owners of The Knowles Company, and the livelihood of The Town  
of Mount Desert and particularly Northeast Harbor is vital to me.

Why are you interested in this appointment? See above

What are your goals for this Board or Committee? To work with all invested parties to create a  
common understanding of what we want NEH to be and pro-actively move toward that end.

Do you have conflicts with meeting times or group assignments? I do not.

# **CONSENT AGENDA**

## CHAMBER OF COMMERCE AGREEMENT

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

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

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

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

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

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

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

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

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

3. **TERM.** The term of this Agreement shall commence on June 1, 2019 and run through and terminate June 30, 2018. The CHAMBER shall surrender the Property at the end of the lease term in broom clean condition, normal wear and tear excepted.
4. **RENT.** At the time of execution, the CHAMBER shall pay One Dollar (\$1.00) to the TOWN as rent for the term of this Lease and in consideration for the benefits conveyed herein.
5. **DUTIES OF THE CHAMBER.** The CHAMBER shall pay any and all costs and expenses resulting from this Lease and/or its occupation of the Property, except for the cost of providing electricity and grounds maintenance which costs shall be the responsibility of the TOWN. The CHAMBER specifically agrees to maintain and clean the Property and the immediate area around the Property, including picking up trash and debris and disposing of same in receptacles provided and designated by the TOWN. The CHAMBER shall provide routine maintenance to the Property, including but not limited to routine vacuuming and cleaning, and shall ensure all bills and costs which are the responsibility of the CHAMBER are timely paid. The CHAMBER shall ensure no liens or other claims are asserted against the Property for work done by or on behalf of the CHAMBER.

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

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

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

and/or termination of this Lease.

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

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

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

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

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



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

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

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

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

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

**TOWN OF MOUNT DESERT**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

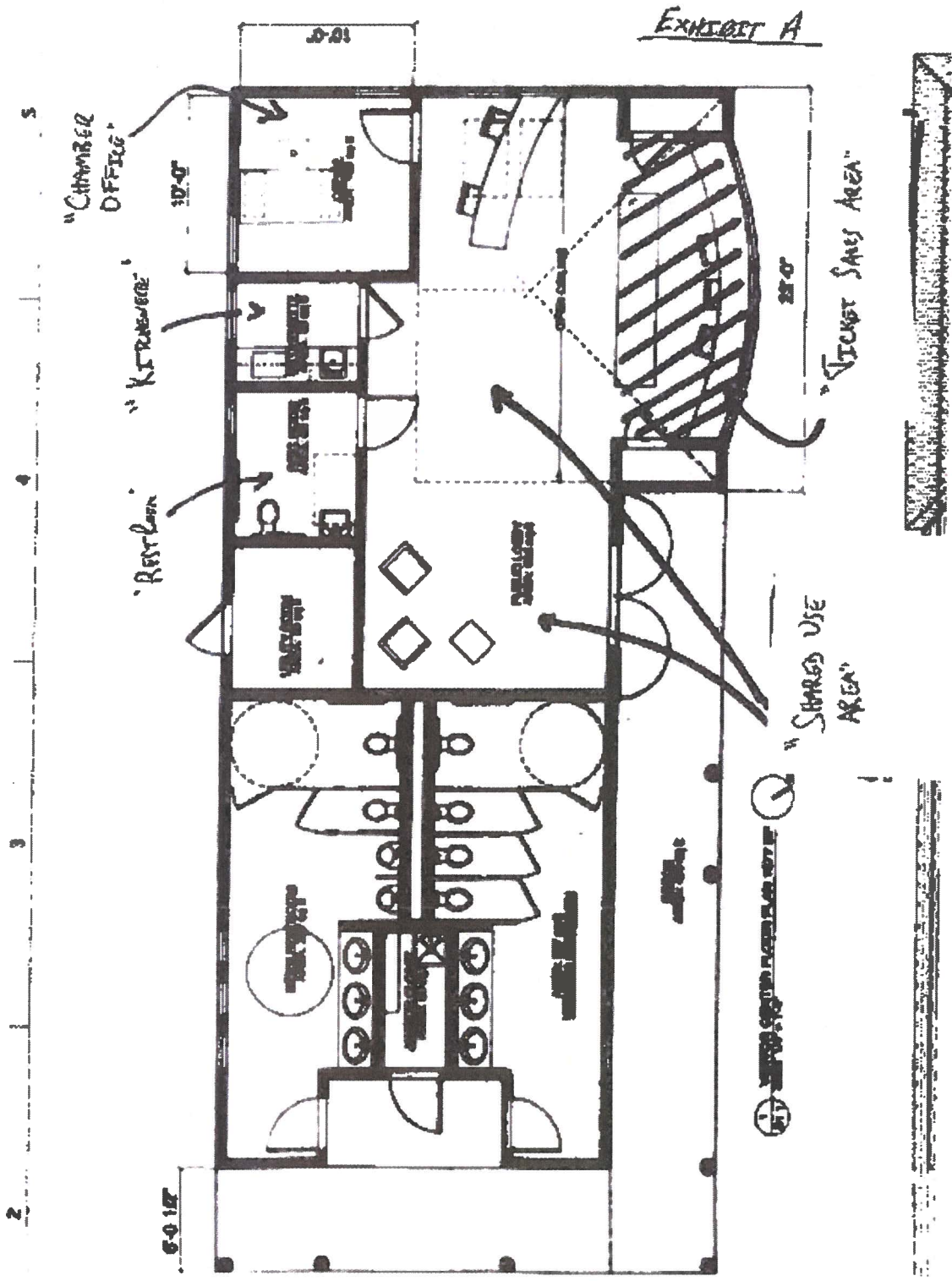
**CHAMBER OF COMMERCE**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_



## NEIGHBORHOOD HOUSE AGREEMENT

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

### W I T N E S S E T H

WHEREAS, the Town has a municipal swimming pool; and

WHEREAS, the Town needs to have an organization which can operate the municipal swimming pool for the 2019 season and thereafter; and

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

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

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

### N O W , T H E R E F O R E ,

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

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

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

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

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

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

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

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

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

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

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

**8. Limitation on the Town's Financial Obligation:** The Town's financial obligation to pay Neighborhood House under this Agreement is specifically limited to the amount specifically raised and appropriated for the operation of the pool at the annual Town meeting for the 2019 season. The Town specifically makes no representation to Neighborhood House of the amount which will be raised and appropriated for the operation of the pool in future years. No payments shall be made beyond the money so raised and appropriated by the Town for each Season.

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

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

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

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

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

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

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

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

TOWN OF MOUNT DESERT

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

THE NEIGHBORHOOD HOUSE

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## TICKET SALES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

COMMERCIAL OPERATOR:

Name: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone/Email \_\_\_\_\_

\_\_\_\_\_

TOWN:

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

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

**TOWN OF MOUNT DESERT**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

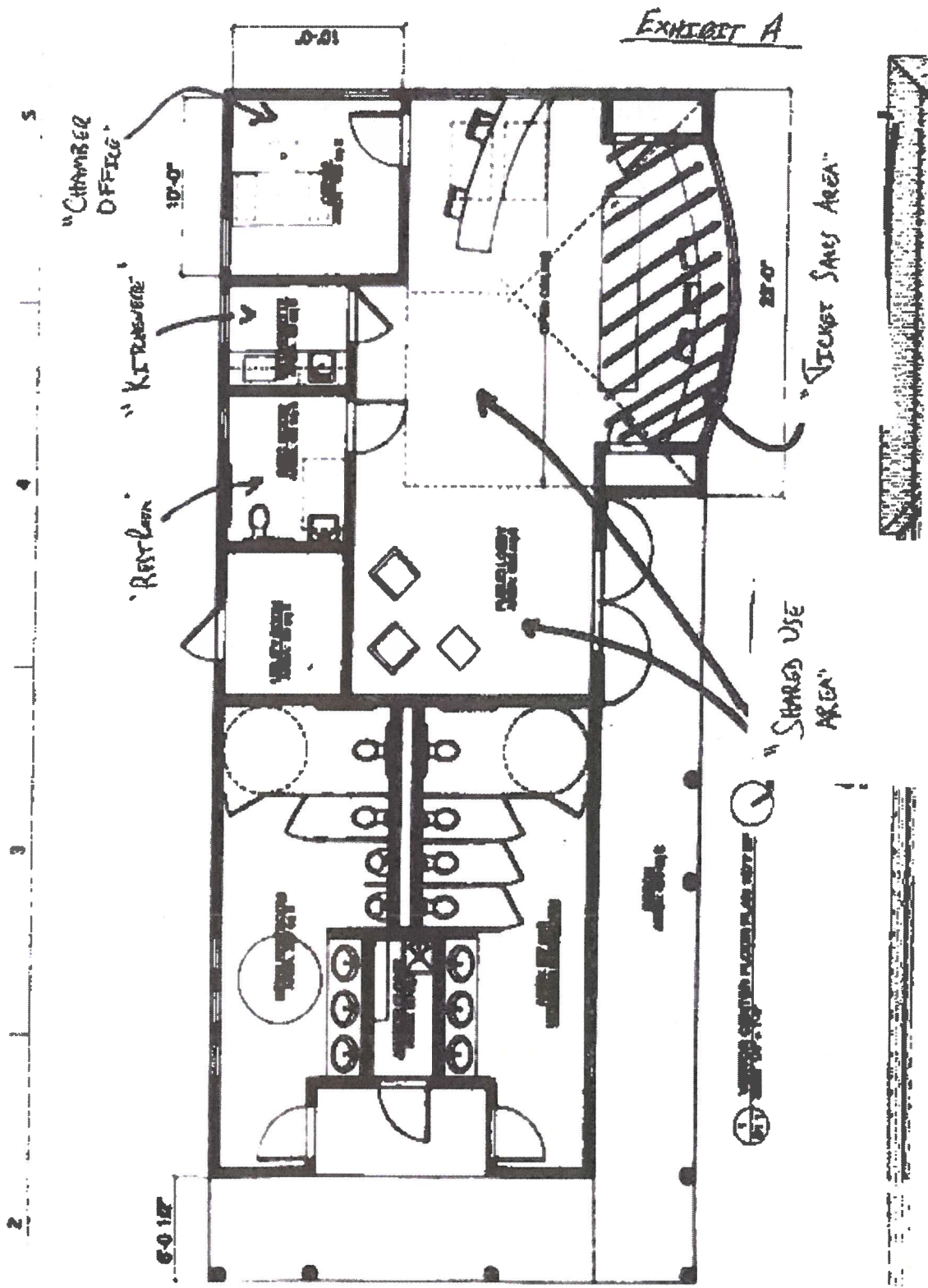
**COMMERCIAL OPERATOR**

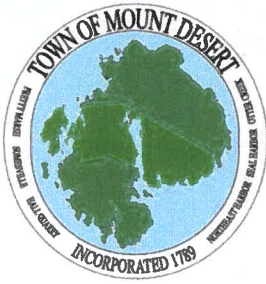
\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_





## ***Town of Mount Desert***

21 Sea Street, P.O. Box 248  
Northeast Harbor, ME 04662-0248  
Telephone 207-276-5743 Fax 207-276-5742  
[www.mtidesert.org](http://www.mtidesert.org) [director@mtidesert.org](mailto:director@mtidesert.org)

### **MEMO DRAFT**

To: Durlin Lunt, Jr., Town Manager      From: Tony Smith, Public Works Director  
Re: Misc. Project Updates                      Date: June 14, 2019

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Following are brief updates on some of our projects.

1. The DOT's Planning Partnership Initiative Project - Route 3 Improvements Study: The project includes planning, technical study/studies and design related to roadway improvements, including paved shoulders, to Peabody Drive between the intersection of State Routes 198 and 3 (Pedder's Corner) in Northeast Harbor and the intersection of the Stanley Brook Road and State Route 3 in Seal Harbor. Bicycling Committee member Gordon Beck and I attended a project kick-off meeting with DOT in Augusta in February 2019. The next phase of the work includes conducting a Road Safety Audit (RSA) on July 30 and 31, 2019 that includes collecting data on such things as roadway features - vertical and horizontal curves, traffic control devices, observed driver behavior, roadway conditions, existence of guardrail, observed roadside parking habits, sight distances and, pedestrian behavior.

2. Route 198 Roadway Improvements: As with last year's project, this year's Municipal Partnership Initiative (MPI) project with DOT will make improvements to the roadway including safety, drivability, shoulders and drainage. The contract has been signed with RF Jordan & Sons, Inc. for the construction and a pre-construction meeting has been held. They plan to mobilize and begin work the week of June 24, 2019. We will put their schedule on the web site once we receive and approve it. They must maintain one-way traffic at all times. They initially plan to use portable, programmable traffic signals instead of flaggers. If this does not work successfully, they will change to flaggers. Based on feedback about traffic control I received from motorists from last year's project, maintaining one-way traffic should not be a problem. As described in my memo to you dated May 30, 2019 and discussed at the Board of Selectmen's meeting held June 3<sup>rd</sup>, we had to postpone an 810-foot long section of the work for cost reasons. DOT has curtailed some of their work for 2019 for cost reasons as well, including paving and labor costs. As planned, the MPI project will begin where last year's work ended and proceed towards Somesville, ending just past the Northeast Harbor end of the Butler Road. Going this far provides bicyclists and pedestrians the option to use the Butler Road or stay on Route 198 as they have done for years to continue towards Somesville/Northeast Harbor, depending upon their direction of travel, or to and from Route 233. I anticipate working with the DOT on identifying funds to complete the work in 2020. Any cost share the Town would make towards this project would be requested at the May 2020 town meeting.

3. The crosswalk project contract has been signed with RF Jordan & Sons, Inc. They will not be starting work until after Labor Day this year. It is beneficial to have the contract signed so they



## ***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](http://www.mtdesert.org) [director@mtdesert.org](mailto:director@mtdesert.org)

can have an idea of pending work for themselves and, so we can get them committed to the work and at the prices they provided.

4. As I clarified earlier this year after town meeting, we do not have a copy of the deed for the bait house property in Seal Harbor. When asked about it at town meeting, I confused the deed with the lease agreement we had with the fishermen's co-op. We had a deed search done by a professional land surveyor well-versed in this type of work. He was not able to find anything. Based on the likely number of properties transferred by Rockefeller and the different ways properties may have been acquired and moved around, we have taken the surveyors recommendation and have now retained the services of a title abstractor to conduct a search for the deed. Renovations wise, we have been hindered by local and State requirements, one of which is that the roofline of the building cannot be more than 15-feet higher than the elevation of the ground adjacent to the bottom of the vertical support located the furthest distance away from the shoreline. We are in the process of coordinating a meeting of the regulatory people to discuss the project.

5. The reconstruction of the retaining wall located on Steamboat Wharf Road in Seal Harbor adjacent to the yacht club is scheduled to begin October 14, 2019. We are in the process of arranging a contract signing and pre-construction meeting for the project.

6. Work on the Main Street infrastructure improvement project ended as scheduled just before Memorial Day weekend. Work will resume on the north end and begin on the south end October 15, 2019. We will put the schedule for this work on the web site when we receive it. Compliments on management of the project greatly exceeded the number of complaints.

7. I have been working with Chief Bender to re-bid his window replacement project at the Seal Harbor fire station. The Chief advertised the project in the local newspaper and had representatives of five (5) building contractor attend a pre-bid meeting. Last year when the project was advertised we received one bid. This year's efforts resulted in no one submitting a bid. Under the terms of the advertisement for bid, we spoke with Chuck Bucklin of CE Bucklin & Sons, Inc. about working on the project with us on a time and materials basis. Chuck agreed and anticipates doing the work in July and August of this year. We have a meeting with Chuck next week to review the project. We anticipate providing the Board of Selectmen with a written recommendation to work with Chuck at their first meeting in July.

8. Design of the Summit Road infrastructure project should be completed by the end of July. As previously discussed, construction of the improvements will not be recommend until completion of the Main Street improvements.

C. Claire Woolfolk, Clerk  
Kathi Mahar, Treasurer  
Mike Bender, Fire Chief

## COMMISSIONERS SPECIAL MEETING

Learn more about **HANCOCK COUNTY** by visiting

[www.co.hancock.me.us](http://www.co.hancock.me.us)

Audio recordings of the meeting are available upon request

The special meeting of the Hancock County Commissioners was brought to order by Commissioner Blasi at 8:30 a.m. on **Tuesday May 21, 2019** in the conference room of the County courthouse located in Ellsworth, ME with Commissioners Clark and Wombacher in attendance.

### Adjustments to agenda:

**MOTION: add AIRPORT Request approval to repair a travel lane between Gate 3 and Ramp Road as part of the 2019 Airport Roadway Improvement Project (Blasi/Clark 3-0, motion passed)**

**MOTION: add to Jail approve the upward transfer of Tyler Cookson to full time corrections officer effective May 25, 2019, at step 9A \$15.60 per hour with full benefits; add to Jail approval to work corrections officer Christine Walsh temporary full time starting May 25, 2019, pay rate \$14.00 per hour with holiday comp and sick time benefits; add to Jail approval to hire Jessica L. Cole of Otis as part time on call as needed corrections officer with no benefits and not to exceed 29 hours per week (Blasi/Clark 3-0, motion passed)**

**MOTION: add discussion NACO 2019 84<sup>th</sup> annual conference and our participation or lack thereof (Blasi/Clark 3-0, motion passed)**

**MOTION: add to Jail accept the resignation of Christal Thurlow effective May 27, 2019 (Clark/Blasi 3-0, motion passed)**

Public Comment: none

### Approval of minutes:

**MOTION: Approve the minutes of the May 7, 2019 Commissioners' Regular Meeting (Clark/Blasi 3-0, motion passed)**

### Jail:

**MOTION: Accept the retirement notice from jail cook Timothy Jones, effective May 29, 2019 (Clark/Wombacher 3-0, motion passed)**

**MOTION: Approve the resignation of full time corrections officer Paul Nichols effective May 27, 2019; approve part time status effective July 13, 2019 (Clark/Blasi 3-0, motion passed)**

**MOTION: Approval to hire Jessica L. Cole of Otis as part time on call as needed corrections officer with no benefits and not to exceed 29 hours per week, effective May 25, 2019 (Clark/Blasi 3-0 motion passed)**

**MOTION: Approve the promotion of Tyler Cookson to full time corrections officer effective May 25, 2019, at step 9A \$15.60 per hour with full benefits (Clark/Wombacher 3-0, motion passed)**

**MOTION: Approval corrections officer Christine Walsh as temporary full time starting May 25, 2019, pay rate \$14.00 per hour with holiday comp and sick time benefits (Clark/Blasi 3-0, motion passed)**

**MOTION: Accept resignation of Christal Thurlow effective May 27, 2019 (Blasi/Clark 3-0, motion passed)**

Airport:

Airport Manager Madeira reported that upon evaluation of the pavement located at the top of the seaplane ramp extending toward Ramp Road he determined the pavement was beyond patching and requires repair. The seaplane ramp area is used by the public, commercial fishermen, and occasionally an airplane. Madeira expressed concern about providing a decent travel lane from the corner to Gate 3. KJ Dugas submitted a proposal containing 3 options. Madeira explained the options to the commission and recommended approval of Option #1 at \$17,500.00, the longest lasting option. Manager Madeira reported that during construction it was determined that additional work was required: ditch work at \$4,440.00, and replacement of a crushed culvert at \$684.00. The anticipated change order would include these, making a total of \$22,624.00. After this change order the balance of the reserve account would be \$38,175. Madeira said he was seeking commission approval and would then develop a change order reflecting that.

**MOTION: approve additional work by KJ Dugas as described in Option #1 of KJ Dugas document dated May 20, 2019 in the amount of \$17,500.00 (Clark/Blasi 3-0, motion passed)**  
Commissioner Wombacher asked how this would affect the timeline- Manager Madeira said it should not have an effect.

**MOTION: Approve the invoice from KJ Dugas for additional ditching and to reinstall culvert (Clark/Wombacher 3-0, motion passed)**

Maintenance:

Foundation repair quotes- Facilities Director Walls reported that four companies have been contacted to discuss this and additional projects to be addressed while the contractor is here and equipment is on site; so far one has followed with a site visit. The additional projects include the handicapped jail entrance and repair and paving a section of the DA's parking lot. There was some discussion on the construction of the jail entrance ramp. Director Walls will report pricing and details at the next meeting.

Retainer wall capital reserve request- Director Walls reported that repairs were needed on the retainer wall. There was some discussion on the process for the commission to approve the transfer of reserve funds for payment of the entire project, which will be used to pay several individual invoices. Walls estimated between \$20,000 and \$25,000 would be needed to complete the project. In order to avoid the process of seeking permission from the commission



to approve multiple transfers for the same project Commissioner Clark suggested approving a specific amount from the reserve account which Walls would have access to for payment of project invoices. Commissioner Blasi said he would like to see a running tally in some form.

**MOTION: the Maintenance director be authorized to draw \$20,000 from reserve account G1-3011-00 for the retainer wall repair (Clark/Wombacher 3-0, motion passed)**

Custodian wages vs. market wage/benefit- Director Walls reported on the data he collected regarding the compensation of similar positions in this area. CA Adkins suggested strategies to bring the county's wages for these and other non-exempt positions more in line with the wages elsewhere in the county. He will review the budget to estimate the impact any changes will make.

Access control expansion cost- the cost to add a reader to the new employee entrance is \$2,411.01. Facilities Director Walls will get a price to install wiring for additional readers at various places, including the Commissioners' meeting room door and the boiler room door.

Sealander proposal- Sealander agreed to reduce his fee by \$5,000. His proposal included no clerk of the works services. Director Walls suggested that we contract with a clerk of the works who would be acting as an advocate working in the county's best interest, and will reach out to an individual who may be a good consultant.

**MOTION: approve the agreement with Sealander Architects for the design of the RCC Expansion as outlined in correspondence from Sealander dated May 14, 2019 in the amount of \$41,815.00 (Clark/Blasi 3-0, motion passed)**

**MOTION: authorize the chairman to sign Sealander contract (Wombacher/Clark 3-0, motion passed)**

Director Walls updated the commission on ongoing projects. Cabling- vendor has been on site and is making some headway. Generator connection upgrade- Walls said the vendor expected to perform the work has been called to military active duty and his work has been assigned to someone else; there will be action on this soon. Jail E block wall repair- Walls said he has been trying to get the contractor together with the jail but conditions in the jail make this difficult. Heat Pump install and upgrade- Walls said he would like to see the county acting as the general contractor in purchasing the equipment and subcontracting to get specific jobs done such as drilling through the building and electric work. Front step warranty repair- the material used in this project failed- the contractor has committed to his warranty and will repair this at no expense to the county. Generator roof / building wire tray- Walls said this was to build a roof of galvanized steel over the generator to protect it from the elements. The wire tray is to enclose wires on the side of the courthouse. Walls said the estimate for materials to build the Jail shed is \$2,800, with the previously discussed roll up door the estimate would be a little over \$3,000. Commissioner Clark said we should get the material onsite and begin the project soon after Memorial Day. Chiller replacement- Director Walls reported this has been scheduled and ordered; we should see this in the next 2-3 weeks.

**Break 10:10-10:20**

Commissioners:

The commissioners commended staff on their appropriate and professional response recently to a member of the public experiencing a medical issue, specifically Michael Boucher, Bob Conary, Julie Curtis, and Megan Kelley.

Group Dynamic, Inc. Health Reimbursement – the commission reviewed a document from Group Dynamic that outlined the reimbursement process. It appears that the burden of tracking out of pocket costs is on the employee, and can be complicated. Acadia Benefits will be contacted for explanation and advice. The issue will be on the June 4 agenda.

Pay equity legislation- Deputy CA Knowlton explained that Governor Mills recently signed legislation regarding pay equity which prohibits employers from inquiring about prospective employee's compensation history unless the employer has already provided an offer of employment that includes all terms of compensation. Knowlton will send a memo to department heads informing them of the legislation.

Orthoimagery / County Share Commitment- CA Adkins reported that he had been contacted about County participation in the Maine Orthoimagery Program. Participation in the program for the spring of 2020 requires a monetary commitment at the end of December 2019. The commission was in support of funding the project and considered taking it from Community Benefits. There was some discussion on County involvement in the past and how that was funded. This will be an agenda item for June 4 commissioners' meeting.

Constantine v. Dedham / Abatement Appeal Request / hearing date- CA Adkins reported that both parties have been notified. The hearing date was set for June 18, 2019 at 10 a.m.

NACO- Commissioner Blasi explained he received correspondence regarding NACO's 2019 84<sup>th</sup> annual conference. CA Adkins said our dues are paid through MCCA and they send two delegates. No action was taken.

**MOTION: Executive Session under MRSA Title 1§405 6(A) for exempt employee annual performance review (Clark/Blasi 3-0, motion passed)**

**MOTION: enter Executive Session under MRSA Title 1§405 6(D) for Union Contract negotiations- Corrections Officers (Clark/Blasi 3-0, motion passed)**

**MOTION: to adjourn 12:04 p.m. (Blasi/Wombacher 3-0, motion passed)**

Respectfully submitted,

Rebekah Knowlton  
Deputy County Administrator

**UNFINISHED BUSINESS**

**To:** Board of Selectmen

**Date:** July 11, 2019

**Subject:** Benefit Accrual policy change

The Audit of 2017-2018 identified the need to reduce the benefit accruals accumulated by employees to bring them into conformance with our personnel policy. These accruals include Vacation, Executive Flex Time, and Compensatory time.

Attached are proposed changes to the Personnel policy Manual to achieve this conformity. The largest accruals exist with Department Heads so the vacation time utilized over the next two years should have a minimal effect on the operating budget. These changes have been endorsed by our auditor James Wadman and have been reviewed by Legal Counsel.

I also discussed with Mr. Wadman the funding of future payout of accumulated time in the event of retirement or termination of employment. Mr. Wadman recommended the building of a reserve over time so that eventually the liability is funded and compensated absence payments can be paid from the reserve. This could be established by a single reserve, or a reserve could be established for each department.

In the 2019-2020 budget cycle a plan will be developed to outline how this inability will be funded over time. Kathi has laid out a nice blueprint to follow:

1. Establish a Reserve/Reserves
  - a. Present an article at May 2020 Town Meeting to establish a new Reserve/Reserves For the funding of benefit accruals
2. Establish a funding mechanism
  - a. Funded by an annual appropriation from
    1. Taxation (available as soon after tax bills are generated)?
    2. Fund Balance (available as soon as Town Meeting is adjourned)?
    3. Capital Gains (available as soon as meeting is adjourned)?
    4. Other?
3. Establish how that annual appropriation will be calculated
  - a. Establish a ceiling amount
    1. Flat amount funded each year?
    2. Flat ceiling amount-fund up to that each year
    3. Fund up to a certain percentage of the annual liability
    4. Other?

**7.7 VACATIONS**

**7.7.1 Eligibility** - full-time regular employees are granted vacation with pay on the following basis:

Vacation privileges are available to regular employees and are awarded on an accrual basis. A new employee will begin accruing vacation in accordance with the information in Table 1 below. Years of service are based on an employee’s date of hire and are calculated starting with the employees most recent date of hire with the town.

Table 1		
Pay Level	Years of Service	Accrual Rate
1	0 to 1 Year	Eight (8) hours (one day) per month beginning with the third month of employment up to ten (10) days through the end of the first year of service
2	1 to 6 Years	Beginning with the first day of the second year of service, accruals are eight (8) hours (one day) per month up to twelve (12) days through the end of the sixth year of service.
3	7 to 12 Years	Beginning with the first day of the seventh year of service, accruals are eleven-and-one-third (11.33) hours per month up to seventeen (17) days through the end of the twelfth year of service.
4	13 to 15 Years	Beginning with the first day of the thirteenth year of service, accruals are fourteen-and-two-thirds (14.67) hours per month up to twenty-two (22) days through the end of the fifteenth year of service.
5	Years beyond 15	Beginning with the first day of the sixteenth year of service, and for all years of service thereafter, accruals are eighteen hours per month up to twenty seven (27) days and for all years of service thereafter.

At the discretion of the Board of Selectmen a new employee's prior Town employment experience or non-Town prior employment experience may be recognized. In those instances of the latter, the initial rate of vacation accrual will reflect the number of years of non-Town service to be accepted by the Town. This adjustment is for initial placement only. Future changes to higher vacation accrual steps will be based only on Town service since the employees most recent date of hire and in accordance with Table 1. For example, an employee who is placed at pay level 2 on Table 1 at the time of hire will be eligible to move to pay level three on the first day of the employee's seventh year of Town service.

**7.7.2 Accrual Basis - Long-term Employees:** As of January 1, 2019, current regular employees of the Town not earning vacation time on an accrual basis are referred to as "long-term" employees. Presently, all employees of the Town earn vacation time on an accrual basis in conformance with Table 1 EXCEPT these long-term employees. This designation shall be used herein to change long-term employees TO a vacation earned accruals basis in accordance with Table 1 FROM the current process of their being awarded their entire vacation accrual for the next twelve (12) months' worth of vacation earned in full on January 1 of each calendar year. The intent of the change is to establish the practice whereby all Town employees earn vacation time on an accrual basis now and in ensuing years.

To facilitate this change, the following steps shall be implemented beginning in calendar year 2019.

A. The total annual vacation time awarded long-term employees on January 1, 2019 shall be subtracted from the long-term employees account.

B. Long-term employees affected by Part A above shall accrue vacation hours per month in accordance with Table 1 for the months beginning January 1, 2019 thru their next date of hire. Thereafter, vacation time shall accrue based on Table 1 and their subsequent anniversary dates of hire.

**DELETE: C. A long-term employee shall be allowed to carry forward up to one-hundred-percent (100%) of the vacation time they have accumulated at the end of calendar year 2018 as based on their accrual records through to their next date of hire.**

**ADD: C. All long-term employees and all full-time regular employees shall be allowed to carry forward up to one-hundred-percent (100%) of the vacation time they have accumulated at the end of calendar year 2018 as based on their accrual records through to their next date of hire anniversary date.**

**DELETE: D. By the end of two years of service from the date of hire referenced in Part C above, and thereafter, all long-term employees are to have no more vacation time available for their use based on their accrual records from one year**

to the next than an amount that is equal to twice what they would have accrued during the prior year of service.

ADD: D. By the end of two years of service from the date of hire referenced in Part C above, and thereafter, all long-term employees and all full-time regular employees are to have no more vacation time available for their use based on their accrual records from one year to the next than an amount that is equal to twice what they would have accrued during the prior year of service.

This practice may be waived upon an affected long-term employee's written ~~appeal~~ appeal request to the town manager ~~that which~~ presents a reason why the vacation time should not be forfeited. The long-term employee and town manager shall meet to discuss the appeal request; the town manager will provide an oral decision response to the long-term employee followed up in writing. The town manager's decision response shall be final. Both the written appeal request and the town manager's written decision response shall be placed in the affected long-term employees permanent personnel file.

7.7.3 There will be full-time regular employees who will be in a year of service that places them at a vacation accrual level as shown in Table 1 whereby they earn at least forty (40) hours of vacation time per twelve (12) month period. If such a full-time regular employee has less than forty (40) hours available for use based on their accrual records they may request in writing of the town manager on a standardized form to be provided by the Town to borrow anticipated vacation time from the next year of service to make up a work week, said work week being identified on a department by department basis. The town manager shall respond to the request in writing on the same standard form. Any borrowed anticipated vacation time shall be made up in the next year of service before any vacation time is accrued and made available for use.

7.7.4 Vacations shall be granted at such time or times as shall be mutually agreeable to the long-term employees and their immediate supervisor. To enhance internal control procedures, all financial personnel shall be required to take at least five consecutive vacation days each calendar year. (Note: This replaces old Section 7.7.7)

The rest of the vacation sections numbering section shall be revised to conform to that shown above.

**8.6.8 SICK LEAVE BONUS DAYS.** Upon successful completion of the mandatory six-month (6) probationary period of employment and beginning with the seventh (7<sup>th</sup>) month of employment, full-time regular employees completing six (6) consecutive months of employment without taking sick leave will be granted one (1) sick leave bonus day. Sick leave bonus days will be granted after each six (6) month period for which sick leave is not taken. For record keeping purposes, sick leave bonus days shall be credited and recorded as Sick Leave Bonus-Compensatory Time and used and managed as Compensatory Time as described in Section 6.4 Compensatory Time of this Personnel Manual & Policies document. When a sick leave day is taken, an employee shall become entitled to a sick leave bonus day six (6) months from the day

after the most recent sick leave day is taken if the employee has not taken sick leave during that period.

## **8.10 EXECUTIVE FLEX TIME LEAVE**

Exempt salaried Department Heads and exempt salaried Middle Management employees, as determined by the Town Manager, shall be entitled to forty (40) hours (five (5) days) of executive flex time leave with pay per fiscal year. **Executive flex time leave may not be accumulated from one fiscal year to another.**

**8.10.1** To facilitate a change from long-term employees (long-term employees are those as defined in Section 7.7.2 above) receiving their forty (40) hours of executive flex leave time on January 1 of each calendar year to receiving their forty (40) hours of executive flex leave time on July 1 of each fiscal year, the following process shall be implemented during the last six (6) months of FY-19.

A. The forty (40) hours of executive flex leave time awarded employees on January 1, 2019 shall be subtracted from the employees account.

B. Employees affected by Part A shall be awarded twenty (20) hours of executive flex leave for the time period of January 2019 thru June 2019.

C. Employees affected by Part A shall be awarded forty (40) hours of executive flex leave time on July 1, 2019 and on July 1 of each successive fiscal year thereafter.

D. A long-term employee shall be allowed to carry forward, from December 31, 2018 to January 1, 2019 (the end of calendar year 2018 to calendar year 2019), up to one-hundred-percent (100%) of the flex time they have accumulated at the end of calendar year 2018 based on their accrual records.

E. By June 30, 2021, the end of FY-21, all employees are to have an executive flex leave time balance of zero (0) hours in their account. Any time in excess of zero (0) hours shall be forfeited.

## **6.4 COMPENSATORY TIME**

**6.4.1** Compensatory time, which may be accrued by any non-exempt employee, shall not exceed a balance greater than 40 hours (i.e., not more than 26.67 of actual overtime hours worked). An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation for any additional overtime hours of work. An employee shall be permitted to use accrued compensatory time within a reasonable



period after it is requested if to do so would not unduly disrupt the operations of the department.

Compensatory time will not accrue until after 40 hours have been worked for all full-time regular employees EXCEPT Full-time Police Officers. Overtime and compensatory town for Full-time Police Officers shall be in accordance with Section 6.3.8 of this Personnel Manual and Policy document. Public Safety employees may work schedules in excess of forty hours for straight time in compliance with Fair Labor Standards Act (FLSA).

**6.4.2** It is understood that if an employee is prevented by Town duties from taking accrued compensatory time, the employee will not forfeit such accrued compensatory time ~~provided it is taken~~ but the employee is expected to take the compensatory time as soon as practicable on a schedule agreed to between the regular full-time employee and department head or town manager.

**6.4.3** Payment for accrued compensatory time upon termination of employment shall be calculated at the ~~regular employee's pay~~ rate at the time of termination or separation.

**6.4.4 Responsibility for Overtime Work -** Employees may be required to work overtime when the needs of the Town so dictate. Any overtime must be approved in advance by the employee's supervisor.



## Town Clerk

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**From:** Tony Smith  
**Sent:** Thursday, June 13, 2019 5:38 PM  
**To:** Durlin Lunt  
**Cc:** Kathi Mahar; Town Clerk  
**Subject:** EMR contract  
**Attachments:** 6-13-19-2019 0325 MD FINAL Contract 2019-24 +5.pdf; 6-13-19-2019 0612 MD Rate Schedule 2019-24+5.pdf

Durlin:

Representatives of EMR and I finished negotiations, exchanging draft copies of the contract and finalization of the terms of the contract and pricing earlier today. Attached is a copy of the final contract which includes Exhibit A, the pricing and rate schedule, behind page 19 of 19. Based on discussions with representatives of EMR, the information we exchanged, consideration of market conditions, alternatives and other factors, I recommend that the attached contract dated 7-1-19 thru 6-30-24, be accepted. I also recommend that we check the box identified as "3. \_\_\_None" on page 19 of 19 of the contract under the "Recycling Options" heading and continue the status quo with Ellsworth. If recycling with EMR proves to be the way to go after I complete my cost-benefits analysis of the recycling options available to us, we can change. The overall costs of the new contract have gone up but not unreasonably so for our area and for the type and quality of service we receive at EMR.

I request that two (2) original copies of the contract be available at the June 17, 2019 meeting of the Board of Selectmen for signing by members of the Board. Once signed by the Board, I will take the two (2) copies and have them signed by the appropriate representative of EMR, providing them a copy and retaining a copy for our files.

Thank you.

Tony Smith, Public Works Director  
Chairman, Acadia Disposal District  
Town of Mount Desert  
P.O. Box 248  
Northeast Harbor, Maine 04662  
Tel. 207-276-5743  
Fax. 207-276-5742  
[director@mtdesert.org](mailto:director@mtdesert.org)  
God Bless America

**Town of Mount Desert  
SOLID WASTE CONTRACT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_, 2019, by and between **E.M.R., INC.**, a Maine corporation having a place of business in Southwest Harbor, Hancock County, Maine, (the “Contractor”) and the **TOWN OF MOUNT DESERT**, a municipal corporation duly existing under the laws of the State of Maine, having a principal place of business at 21 Sea Street, Northeast Harbor, Hancock County, Maine, (“Town”).

W I T N E S S E T H:

**WHEREAS**, the Contractor owns and operates a solid waste transfer station, licensed by the State of Maine Department of Environmental Protection (“DEP”), in the Town of Southwest Harbor, Hancock County, Maine, (the “SWH Facility”) that provides for the acceptance, storage, handling, processing, marketing and/or transportation of non-hazardous Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris (“CDD”), Bulky Waste, Scrap Metal and White Goods, Tires, and Inert Fill.

**WHEREAS**, it is understood between the Town and the Contractor that the terms and conditions as expressed in this agreement are such that the Contractor must have the ability to manage and operate the SWH Facility in conformance with the DEP, USEPA and other state and federal laws, statutes, rules and regulations.

**WHEREAS**, the Contractor provides Municipal Solid Waste transportation services from the SWH Facility to DEP licensed waste processing and disposal facilities, such as but not limited to, **Coastal Resources of Maine (CRM)**, 92 Bouchard Way, Hampden, Maine and **Juniper Ridge Landfill (JRL)**, 2828 Bennoch Road, Alton, Maine and **Waste Management-Crossroads (WM)**, 327 Mercer Road, Norridgewock, Maine.

**WHEREAS**, the Town has made arrangements with CRM (Disposal Facility-MSW) for the disposal of Municipal Solid Waste generated by the Town.

**WHEREAS**, the Town wishes to enter into an agreement with the Contractor for the disposal of Solid Waste through the use of the SWH Facility and for the transportation of Solid Waste from the SWH Facility to DEP licensed facilities for those waste materials presently being transported by the Contractor including but not necessarily limited to Disposal Facility-CDD, Disposal Facility-MSW, Disposal Facility-Recycle and Disposal Facility-Wood Waste for the disposal of non-hazardous Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris (CDD), Bulky Waste, Scrap Metal and White Goods, Tires, and Inert Fill.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the Contractor and the Town hereby agree as follows:

**1.0 TERM:** The term of this Agreement shall be for Five (5) years beginning July 1, 2019 and ending June 30, 2024. Each twelve-month period is a “Contract Year”. This Agreement shall automatically renew with the same terms and conditions unless the Town provides the Contractor with written notice of termination by “Certified Mail” on or before March 5, 2024. The renewed contract term shall be from July 1, 2024 to June 30, 2029.

**2.0 DEFINITIONS:**

The capitalized words and phrases used in this Solid Waste Contract shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

“**Acadia Disposal District**” means a quasi-municipal corporation duly existing under the laws of the State of Maine having a mailing address of P.O. Box 248, Northeast Harbor, ME 04662 whose member municipalities include the Towns of Cranberry Isles, Frenchboro, Mount Desert, Tremont and Trenton.

**“Authorized Agent”** means a person, partnership or corporation that is authorized to dispose of Permissible Wastes at the SWH Facility on behalf of the Town or an Authorized Individual.

**“Authorized Individual”** means any person, partnership, corporation or other entity that either owns, rents, leases (on a permanent or temporary basis) a dwelling or operates a commercial establishment in a Town.

**“Bulky Waste”** is a portion of CDD and means items such as, but not limited to, mattresses, box springs, upholstered furniture, carpeting, floor padding and similar materials.

**“Co-mingled Containers”** means recyclable containers made from polyethylene terephthalate (PETE #1), high density polyethylene (HDPE #2 plastic), ferrous cans and aluminum cans that contain a volume of one gallon or less.

**“Compostable Organic Waste”** means Residential and Commercial Compostable Organic Wastes that have been separated from Transfer Solid Waste prior to acceptance at the SWH Facility.

**“Contract Year”** means the twelve-month period beginning on July 1 and ending on June 30.

**“Construction and Demolition Debris” (“CDD”)** means Solid Waste resulting from construction, remodeling, repair and demolition of structures, said wastes may include, but are not limited to, building materials, dimensioned lumber, discarded furniture, asphalt, wall board, pipes, plumbing fixtures such as toilets and sinks, conduits, wire, sheetrock, plaster, insulation, roofing materials, painted wood, pressure treated wood, packaging materials and bituminous concrete pavement. It excludes: partially filled containers of glues, tars, solvents, resins, paints, caulking compounds, friable asbestos and other special wastes.

**“Demolition Wood”** is a portion of CDD and means waste items such as, but not limited to, lumber, and wood items from Construction and Demolition Debris (CDD) waste.

**“Developed Parcel”** means a parcel of land located within the boundary of the Town and specifically identified by the Town on its tax maps with a tax map number and lot number and which said lot has structures or is permitted to have structures thereon.

**“Diesel Fuel Price Per Gallon”** means the diesel fuel price per gallon, as published for the last week of the month by the Energy Information Administration (EIA) of the Department of Energy (New England Region), shall be used by the Contractor to calculate the diesel fuel charge for the payment categories as stated in section 10.17 Fuel Charge.

**“Disposal Facility-CDD”** means a disposal facility located in the State of Maine and licensed by the DEP to accept CDD, Bulky Waste, Demolition Wood Wastes and similar items. The primary Disposal Facility-CDD is Juniper Ridge Landfill, 2828 Bennoch Road, Old Town, ME 04468. The alternate Disposal Facility-CDD is Crossroads Landfill, 357 Mercer Road, Norridgewock, ME 04597.

**“Disposal Facility-MSW”** means a disposal facility located in the State of Maine and licensed by the DEP to accept Municipal Solid Waste (MSW) which shall include Transfer Solid Waste but shall not include CDD, Bulky Waste, Recycle Waste, Universal Waste, Scrap Metal, White Goods and Wood Waste. The primary Disposal Facility-MSW is CRM. All MSW shall be taken to CRM unless otherwise directed by the Town’s representative(s) including but not necessarily being limited to the Municipal Review Committee (MRC) on behalf of the Town or the Town’s Selectmen or their designee(s). The alternate Disposal Facility-MSW recommended by the Town is Crossroads Landfill, 357 Mercer Road, Norridgewock, ME 04957. Before any change in Disposal Facility-MSW is made, the Contractor and the Town, with assistance from the MRC or the Town’s Board of Selectmen or their designee(s), shall agree to terms including but not necessarily limited to any change in transportation costs. However, it is understood between the Parties that in the event the Contractor is notified by CRM or MRC that CRM is

not accepting MSW on a temporary basis, the Contractor shall deliver said MSW to the alternate Disposal Facility-MSW.

**“Disposal Facility-Recycle”** means a disposal facility located in the State of Maine which is permitted to accept Recyclable Items which may include corrugated cardboard; mixed newspaper and magazines; commingled containers (one gallon or less) which may include metal (aluminum, steel, and tin) and plastic containers numbered 1 and 2. The primary Disposal Facility-Recycle is Coastal Resources of Maine, 92 Bouchard Way, Hampden, Maine. The alternate Disposal Facility-Recycle is Pine Tree Waste – Zero Sort, Old Town, ME. All Recyclable Items shall be taken to CRM unless otherwise directed by the Town’s Representative(s), said representative(s) including but not limited to the MRC or the Town’s Board of Selectmen or their designee(s).

**“Disposal Facility-Tires”** means a disposal facility located in the State of Maine which is licensed by the DEP to accept tires. The primary Disposal Facility-Tires is BDS Waste Disposal Inc, 357 Mercer Rd., Norridgewock, Maine.

**“Disposal Facility-Green Wood Waste”** means a disposal facility located in the State of Maine which is licensed by the DEP to accept Green Wood and Stumps. The primary Disposal Facility-Green Wood Waste is Gary Pomeroy Logging, 1909 Hammond Street, Hermon, ME 04401.

**“Freon/Mercury Removal”** means Scrap Metal that contains Freon or Mercury and requires the Freon or Mercury to be removed.

**“Green Wood”** means land clearing debris that is reasonably free of stumps, soil material and rock.

**“Guaranteed Annual Tonnage” (GAT)** means the minimum tonnage of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste delivered by the Town or its Authorized Individuals to the Contractor in each contract year. GAT shall equal the sum of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste.

**“Hazardous Waste”** means a waste substance or material, in any physical state, designated as hazardous by the State of Maine Board of Environmental Protection under section 1319-O. It does not include waste resulting from normal household or agricultural activities. The fact that a hazardous waste or part or constituent may have value or other use or may be sold or exchanged does not exclude it from this definition.

**“Hot Load”** means waste which is on fire or smoldering when delivered to the SWH Facility.

**“Inert Fill”** means clean soil material, including soil from road ditching and sand from winter sand cleanup, rock, bricks, and cured concrete without rebar, which are not mixed with other solid or liquid waste, and which are not derived from an ore mining activity.

**“Land Clearing Debris”** means Solid Waste resulting from the clearing of land and consists solely of brush, stumps, soil material and rock.

**“Miles or Distance”** means the actual road miles traveled by the Contractor from the SWH Facility to the disposal site. It is understood by the Town that the Contractor may be prevented by the State of Maine or the United States of America Departments of Transportation to use certain roads, such as Routes 95 and 395, due to the gross vehicle weight limits imposed on roads that are less than the weight limits the Contractor is registered to haul.

**“Municipal Solid Waste”** means solid waste emanating from household and normal commercial sources. Municipal Solid Waste includes front end process residue from the processing of Municipal Solid Waste.

**“Net Sale Price”** means the difference between the price received from the sale of items less transportation and marketing expenses.

**“Non-Permissible Waste”** means the following items are specifically excluded and not permitted for deposit at the SWH Facility or for transport to a Disposal Facility: toxic or highly volatile materials, used oil, waste oil, other petroleum products, sludge, septage, and any substance now or hereafter classified as Hazardous Waste or Special Waste by DEP and/or the United States Environmental Protection Agency (“EPA”), in any quantity whatsoever.

**“Parties”** means the Contractor and the Town, or those respective designees, as defined elsewhere in the Agreement.

**“Permissible Wastes”** means only those wastes specifically permitted during the term of this Agreement by the DEP as acceptable at a Solid Waste facility. Wastes not permitted by the DEP must not be accepted at the SWH Facility. Hazardous Waste, or waste not easily identified by the Contractor as non-hazardous, must not be accepted at the SWH Facility. Permissible Wastes shall include Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris, Bulky Waste, Scrap Metal, Tires, White Goods, Inert Fill, and Universal Waste.

**“Recyclable”** means possessing physical and economic characteristics that allow a material to be recycled.

**“Recyclable Items”** means the list of Recyclable Items recovered from the Transfer Solid Waste stream that the designated Disposal Facility-Recycle accepts. All Recyclable Items delivered to the SWH Facility shall be clean and in conformity to the specifications required by the Disposal Facility-Recycle.

**“Recycle”** means to recover, separate, collect and reprocess waste materials for sale or reuse other than as fuel for the generation of heat, steam or electricity.

**“Recycling”** means the collection, separation, recovery and sale or reuse of materials that would otherwise be disposed of or processed as waste or the mechanical separation and treatment of waste, other than through combustion, and the creation and recovery of reusable materials other than as fuel for the generation of electricity.

**“Recycling Processing Center”** means a recycling center that, (1) receives commercial size deliveries of recyclable items, (2) uses leading-edge technology to permit the acceptance of a wider variety of Recyclable Items in an efficient and economical manner and (3) reduces but does not necessarily require the need to separate Recyclable Items by category for collection. A Recycling Processing Center may include Single Sort (single stream) Recycling System.

**“Scrap Metal”** means bits and pieces of metal parts (such as bars, turnings, rods, sheets, and wire) or metal pieces that may be attached or combined together with bolts, welds or solder to form a product (such as scrap automobiles, radiators, or furniture) which whether worn or outdated can be recycled and which are not otherwise mixed with or contaminated with non-metal solid or hazardous wastes. For the purposes of this contract White Goods and junked vehicles shall be considered Scrap Metal.

**“Septage”** means waste, refuse, effluent, sludge and any other materials from septic tanks, cesspools or any other similar facilities.

**“Single Sort Recycling”** means a recycling method or program that permits the acceptance of Recyclable Items, as defined above, at the SWH Facility in a co-mingled form. The acceptable recyclable item list will be determined by the Disposal Facility-Recycle after discussion with the Town of any proposed changes, consideration of concerns they might have and upon reaching an agreement between the Parties.

**“Sludge”** means nonhazardous solid, semisolid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant or wet air pollution control facility or any waste having similar characteristics and effect. The term does not include industrial discharges that

are point sources subject to permits under the federal Clean Water Act, 33 United States Code, Section 1342 (1999).

**“Solid Waste”** means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including, but not limited to, rubbish, garbage, refuse-derived fuel, scrap materials, junk, refuse, inert fill material and landscape refuse, but does not include hazardous waste, biomedical waste, septage or agricultural wastes. The fact that a Solid Waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

**“Special Waste”** means any Solid Waste generated by sources other than domestic and typical commercial establishments that exists in such unusual quantity or in such chemical or physical state, or any combination thereof, that may disrupt or impair effective waste management or threaten the public health, human safety or the environment and requires special handling, transportation and disposal procedures. Special Waste includes, but not limited to:

- A. Ash;
- B. Industrial and industrial process waste;
- C. Sludge and dewatered septage;
- D. Debris from nonhazardous chemical spills and cleanup of those spills;
- E. Contaminated soils and dredge;
- F. Asbestos and asbestos-containing waste;
- G. Sand blast grit and nonliquid paint waste;
- H. High or low pH waste;
- I. Spent filter media and residue;
- J. Shredder residue and
- K. Other waste designated by the Board of Environmental Protection, or by rule of the Department of Environmental Protection.

**“Solid Waste Transfer Station Services”** means services which include the storage, handling, processing, marketing, disposal and/or transportation of Permissible Wastes to licensed Solid Waste disposal sites, as described herein.

**“Storage Box”** means a storage box or crate that is provided by the contractor in the recycling center for the use by an authorized individual for the collection of small loads of Transfer Solid Waste and Recyclable Items.

**“Stumps”** means stumps.

**“Tires”** means Solid Waste consisting of any used, scrap, or otherwise discarded rubberized vehicle tires, including whole tires as well as products derived from the processing of whole tires, including but not limited to shredded or chipped or crumb rubber.

**“Transfer”** means to receive, store, accumulate, and/or consolidate Solid Waste in sufficient volume to be able to containerize, with or without compaction, for efficient transportation to another facility. It does not include the transport of Solid Waste.

**“Transfer Station”** means any Solid Waste facility constructed and managed for the transfer of Solid Waste.

**“Transfer Solid Waste”** means non-hazardous Solid Waste, as defined by DEP Solid Waste Management Rules, as may be amended from time to time, and Permissible Waste for delivery to Disposal Facility-MSW for acceptance at CRM unless an alternative Disposal Facility-MSW has been agreed to between the Parties as described above in section titled Disposal Facility-MSW.

**“Universal Waste”** means any waste listed in section 3.A(13) (b) of Chapter 850, the Maine Hazardous Waste Management Rules, including but not limited to cathode ray tubes (CRT’s); mercury-containing lamps; mercury-containing thermostats; metal hydride, nickel-cadmium, small sealed lead acid, lithium



and mercuric and silver oxide button batteries (collectively “Batteries”); electronic wastes (“e-wastes”); and totally enclosed, non-leaking polychlorinated biphenyl (PCB) ballasts.

“**Vegetative Wastes**” means wastes consisting of plant matter. These include plant stalks, hulls, leaves, and tree waste processed through a wood chipper.

“**Waste Oil**” means petroleum-based or synthetic oil that, through use or handling, has become unsuitable for its original purpose due to the presence of impurities or loss of original properties. Waste oil that exhibits hazardous waste characteristics, or has been contaminated with hazardous wastes in excess of quantities normally occurring in waste oil shall be considered hazardous waste.

“**White Goods**” means large appliances, including but not limited to stoves, refrigerators, freezers, washing machines, clothes dryers, hot water heaters, dishwashers, and air conditioners.

“**Wood Wastes**” means brush, Stumps, lumber, bark, wood chips, shavings, slabs, edgings, slash, sawdust and wood from production rejects that are not mixed with other Solid or liquid Waste.

“**Yard Waste**” means grass clippings, leaves reasonable free of branches and other similar vegetative matter.

- 3.0 Jurisdiction and Exclusive Rights:** It is agreed that the Contractor shall have the exclusive jurisdiction over the SWH Facility and shall designate the off-loading areas. The Town also agrees (a) that the Town and/or its Authorized Agents shall deliver all Permissible Wastes collected by the Town, by its Authorized Agents or through a contract in which the Town is a party, to the SWH Facility and (b) that the Town shall not compensate any person, partnership or corporation other than the Contractor for the disposal of Permissible Wastes except for Transfer Solid Waste delivered to the Disposal Facility by the Contractor, see section 11. “Payments to Disposal Facility-MSW”.

Nothing in this section shall prohibit the Town from compensating any persons, partnerships or corporations for waste collection services furnished by that person, partnership or corporation to the Town, provided that all Permissible Wastes so collected are delivered and disposed of at the SWH Facility and the Town pays the Contractor the fees provided for in this Agreement.

Nothing in this contract shall require the Town to adopt municipal “flow control” measures or require residents who do not utilize the Town’s waste collection services to dispose of their waste at the SWH Facility. If a resident chooses not to dispose of wastes at the SWH Facility the Town agrees not pay any disposal fees of said wastes on behalf of any person, partnership or corporation other than to the Contractor.

- 4.0 Separation of Wastes:** All wastes delivered to the SWH Facility will be deposited separately in their individually designated off-loading areas: Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Green Wood Wastes, Yard Waste, CDD, Bulky Waste, Scrap Metal, Scrap Metal containing Freon and/or Mercury, Inert Fill, and Universal Waste.
- 5.0 Size Limits:** Permissible Wastes delivered to the SWH Facility shall not exceed the following dimensional requirements for the requisite wastes:
- 5.1** Transfer Solid Waste shall not have any linear dimension greater than seven (7) feet and the sum of the length, width and depth shall not exceed fourteen (14) feet.
- 5.2** Recyclable Items shall not contain co-mingled containers in a size greater than one (1) gallon.
- 5.3** Green Wood Wastes shall not have a linear dimension greater than eight (8) feet and the sum of the length, width and depth shall not exceed sixteen (16) feet nor weigh more than one (1) ton.
- 5.4** CDD shall not have any linear dimension greater than eight (8) feet nor weigh more than one (1) ton.

- 5.5 Tires shall not have a rim diameter greater than eighteen (18) inches or such other maximum rim diameter as stipulated by Disposal Facility-Tires.
- 5.6 Inert Fill shall not have any linear dimension greater than six (6) feet nor weigh more than one (1) ton.
- 6.0 **Tonnage and Record Keeping:**
- 6.1 **SWH Facility:** It is agreed that Transfer Solid Waste deposited at the SWH Facility will be transported to the Disposal Facility-MSW as a composite of Transfer Solid Waste generated by the Town in addition to tonnages contributed by other sources including, but not limited to, ADD Member municipalities, Acadia National Park, and other municipalities in Mount Desert Island region.
- 6.2 **Guaranteed Annual Tonnage:** It is agreed that the Town will deliver to the Contractor the minimum tons in each contract year, as shown in "Exhibit A, Guaranteed Minimum Tonnage". Guaranteed Annual Tonnages ("GAT") shall equal the sum of the tonnage of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste delivered to the SWH Facility by the Town, its Authorized Agents or its Authorized Individuals.
- 6.3 **Weighing of Tonnage:** It is agreed that the following distinct classes of wastes will be weighed, by the Contractor, on the Contractor's scales located at the SWH Facility, and that each weighment will be for a distinct class of waste: Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Demolition Wood, Green Wood Waste, Stumps, CDD, Bulky Waste, Scrap Metal and White Goods (may contain Freon and/or Mercury), and Inert Fill. All Permissible Waste tonnage shall be weighed by town of origin. The Contractor is contemplating adding a second motor truck scale for weighing vehicles delivering Permissible Wastes. In the event a second motor truck scale is added to the SWH Facility the Contractor will use one motor truck scale to weigh vehicles entering the SWH Facility and the second motor truck scale to weigh vehicle exiting the SWH Facility. The difference in the weights obtained from the two motor truck scales is the net weight of the Permissible Waste delivered. In the event one of the motor truck scales requires inspection, certification, maintenance or is not serviceable for whatever the reason the other motor truck scale will be used to weigh vehicles as they enter and exit the SWH Facility. In the event both motor truck scales are not serviceable the Contractor will use its best judgment to determine the net weight of the loads being delivered to the SWH Facility. The Contractor will use its best efforts to correct the problem and have the motor scale(s) operating as soon as possible.
- 6.3.1 **Transfer Solid Waste Tonnage:** Transfer Solid Waste tonnage shall be weighed individually by town of origin. The Contractor shall calculate the Town's fraction or percentage of the total Transfer Solid Waste tonnage received at the SWH Facility by dividing the tonnage of Transfer Solid Waste received at the SWH Facility from the Town during that month by the total Transfer Solid Waste tonnage received at the SWH Facility from all the Towns and other sources for that month. That fraction or percentage when multiplied by the total Transfer Solid Waste tonnage delivered to Disposal Facility-MSW by the Contractor for that month, as substantiated by Disposal Facility-MSW scale tickets, shall be the tonnage the Contractor uses to calculate the Town's SWH Facility Transfer Station Fee for that month.
- 6.3.2 **Recyclable Item Tonnage:** Recyclable Items tonnage shall be weighed by Town of origin.
- 6.4 **Record Keeping:** The Contractor shall provide the Town with a record of tonnage received at the SWH Facility for wastes the Town is responsible for payment. All charges to the Town will be substantiated by the Contractor's scale ticket. Each scale ticket will state the date, the type of waste, the gross, tare and net weights. The Contractor shall invoice the Town monthly. The charges stated in said monthly invoices shall be substantiated by the Contractor's scale ticket for those Solid Waste items that require weighing. The Contractor will additionally provide the ADD with a copy of the ADD member Towns' monthly invoice. Each invoice shall state the date, the monthly tonnage for each Solid Waste item and the amount charged. The Contractor will accept all Permissible Waste tonnages delivered to the SWH Facility that have been authorized by the Town to the extent that the Permissible Waste tonnage is acceptable to Disposal Facility-CDD, Disposal Facility-MSW, Disposal Facility-Recycle, Disposal Facility-Tires or

Disposal Facility-Green Wood Waste and to the extent that the Contractor's DEP permit will allow. The scales located at the SWH Facility that are used to weigh Solid Waste accepted at the SWH Facility shall be certified by the State of Maine or its authorized representative. The Contractor shall arrange to have its scales calibrated annually. Scale certification shall be posted at the scale house located at the SWH Facility and may be inspected during normal working hours.

The Contractor is contemplating computerizing the motor truck scales used to weigh wastes that are delivered to the SWH Facility. In the event the contractor does computerize its motor truck scale(s) the Town agrees to receive a Scale Ticket Summary report listing scale ticket information (such as Date, Waste Type, Ticket #, Time IN, Time OUT, Gross weight, Tare weight, Net weight, Transporter and Landowner) with the monthly statement instead of receiving each scale ticket attached to the statement. The original scale tickets may be reviewed by the Town at the Contractor's place of business, during normal business hours.

- 7.0 SWH Facility Services and Procedures:** It is understood between the parties that the Contractor will accept for disposal at the SWH Facility the Permissible Wastes delivered by the Town, its Authorized Agents or Authorized Individuals. The attendant will then direct the transporter of the Permissible Waste to the individually designated off-loading areas located within the SWH Facility.

From time to time new technologies and programs may become available that have the potential to enhance or improve how a service is provided under this contract. In the event the Contractor, the Town or the ADD has identified such a technology or program that they wish to discuss with the other parties that may require a change to the contract to permit the use of said technology or program, the Contractor, the Town or the ADD shall inform the other parties of such new technology or program in writing. Upon receipt of said written notice the parties agree to discuss the use of such technology or program. If after thorough discussion of the proposed use of said technology or program it is decided between the Parties to proceed with the use of said technology or program the Contractor shall add the use of said technology or program to section 9 Rules and Regulations provided section 10 Payment is not to be adjusted or other provisions of this contract are not in conflict with use of said technology or program. However, if section 10 Payments or other provisions in this contract other than section 9 Rules and Regulations require amending; the parties agree to use their best efforts to negotiate an amendment to permit the use of said technology or program prior to the Contractor's implementation of the use of said technology or program .

The purpose of the following descriptions of services and procedures is to illustrate how the Contractor intends to perform the services provided for in this contract, however, it is understood between the parties that the Contractor shall have the ability to change or alter the procedure in which a particular service is performed, if in the opinion of the Contractor that the change or alteration of how the service to be performed will allow for a more effective or efficient service or permit the performance of the service in compliance with federal, state and municipal laws, ordinances, rules and regulations and the change or alteration will not result in an increase in the fees charged the Town.

- 7.1 Transfer Solid Waste:** Two individually designated areas of the SWH Facility have been reserved for the off-loading and storage of Transfer Solid Waste. Transfer Solid Waste containers are in the Recycling Center for the acceptance of small individual loads of Transfer Solid Waste. There is at least one collection container for the Town. The collection containers shall be weighed and then emptied into the Transfer Station on an as-full basis. All large (pickup truck or larger) deliveries of Transfer Solid Waste will be directed to the Transfer Station for deposit. The co-mingling of Transfer Solid Waste with another Town prior to delivery to the SWH Facility shall not be permitted, except on the day before or after a legal holiday, a day when Disposal Facility-MSW is closed or on such other days as the Town permits. When a sufficient quantity of Transfer Solid Waste has accumulated in the Transfer Station said Transfer Solid Waste will be processed and prepared for shipment to Disposal Facility-MSW.
- 7.2 Tires:** A specifically designated off-loading area of the SWH Facility has been reserved for the disposal of tires. Tires shall have rims removed prior to acceptance at the SWH Facility. He Town shall not be charged for tire rims. The attendant will weigh the tires and direct the transporter of the Permissible Waste to the designated off-loading area. In the event Disposal Facility-Tires or MDEP classifies Tires as Non-

Permissible Transfer Solid Waste items, the Contractor shall not be required to accept Tires at the SWH Facility.

- 7.3 Recycling:** The Disposal Facility-Recycle provides two options for recycling. The Town shall choose one (1) either option #1 or option #2.
- 7.3.1 Single Sort Recycling (Option # 1):** An individually designated area of the SWH Facility has been reserved for the collection and storage of Single Sort Recyclable Items. Collection containers for the off-loading of Single Sort Recyclable Items are in the recycling center but are accessed from outside the recycling center from the parking lot. On an as-full basis, the collection containers will be weighed on a platform scale and a scale ticket will be prepared that indicates the Town of origin, the type of material, the gross, tare and net weights. Full containers will then be stored for further processing. When a sufficient quantity of Single Sort Recyclable Items has been collected it will then be processed for shipment. The Single Sort Recyclable Items shall conform to the acceptable recycling guidelines of the Disposal Facility- Recycle.
- 7.3.2 Recycling Option #2:** Disposal Facility-Recycle has constructed what is called a MRF (Material Recovery Facility). A MRF is a materials sorting system that separates recyclable items and reuse items from MSW. If Recycling option #2 is chosen all recyclable items need not be sorted from MSW and shall be delivered to the SWH Facility in a combined form and then delivered to the Disposal Facility-MSW. The Disposal Facility-MSW will then separate the acceptable recyclable items from the MSW Waste Stream. In the event the Town chooses Option #2 the Contractor will consider all recyclables delivered to the SWH Facility as MSW and manage and charge for them accordingly.
- 7.4 Compostable Organic Waste:** A specifically designated off-loading area of the SWH Facility has been reserved for the disposal, processing, curing and storage of Compostable Organic Waste. The attendant will weigh the Compostable Organic Waste and direct the transporter of the Permissible Waste to the designated off-loading area. The Compostable Organic Waste will be processed and cured in accordance with the DEP regulations. When the Compostable Organic Waste is cured it will be offered for sale as a soil amendment. It is understood that the Contractor will compost Compostable Organic Wastes delivered to the SWH Facility during that portion of the year (spring through fall) that the DEP permits the composting of Compostable Organic Wastes; however, Compostable Organic Wastes delivered to the SWH Facility during that portion of the year when composting is not permitted will be considered Transfer Solid Waste and directed to the Transfer Solid Waste off-loading area for disposal.
- 7.5 Wood Wastes:** Two (2) specifically designated off-loading areas of the SWH Facility have been reserved for the off-loading, storage and processing of Wood Wastes (green wood and stumps). The attendant will weigh the Wood Wastes and direct the transporter to the designated off-loading area. Wood Wastes will be stored at the site until a sufficient quantity has accumulated, and then the Wood Wastes will be processed and prepared for shipment. There will be no open burning of Wood Wastes at the SWH Facility. Demolition Wood is a portion of and is included with CDD.
- 7.6 Construction and Demolition Debris (CDD):** A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading, storage, sorting and processing of CDD. The attendant will weigh the CDD and direct the transporter to the designated off-loading area. CDD will be stored at the site until a sufficient quantity has accumulated, and then the said waste materials will be processed and prepared for shipment to an off-site MDEP licensed CDD disposal facility.
- 7.7 Bulky Waste:** Bulky Waste is a portion of CDD and shall be off-loaded at the CDD off-loading area of the SWH Facility. The attendant will weigh the Bulky Waste and direct the transporter to the CDD off-loading area.
- 7.8 Scrap Metal and White Goods:** There are two specifically designated off-loading areas of the SWH Facility that have been reserved for the off-loading and storage of Scrap Metal and White Goods. The attendant will direct the Authorized Individual delivering Scrap Metal and White Goods to either the

specifically designated Freon/Mercury Removal off-loading area or the specifically designated Scrap Metal and White Goods off-loading area.

- 7.9 Freon/Mercury Removal Off-Loading Area:** Scrap Metal and White Goods that contain either Freon or Mercury such as refrigerators, freezers, air conditioners, gas stoves etc., that do not have an official sticker affixed stating that all Freon and/or Mercury has been properly removed shall be directed to the specifically designated off-loading area for Freon/Mercury removal. When sufficient quantities have been collected removal of Freon and/or Mercury will be arranged. Once Freon and/or Mercury removal is complete said Scrap Metal and White Goods will be removed to the specifically designated Scrap Metal and White Goods off-loading area for storage and prepared for shipment.
- 7.10 Scrap Metal and White Goods Off-loading Area:** The attendant will direct all deliveries of Scrap Metal and White Goods not containing Freon and/or Mercury to the Scrap Metal and White Goods off-loading area. Scrap Metal and White Goods will be stored at the site until a sufficient quantity of Scrap Metal and White Goods has accumulated, and then the Scrap Metal and White Goods will be processed and prepared for shipment.
- 7.11 Inert Fill:** A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading of Inert Fill. The attendant will direct the transporter to the Inert Fill off-loading area.
- 7.12 Universal Waste:** Universal Waste will be accepted at the SWH Facility on the second Saturday of each month between the hours of 9:00 am and 1:00 pm for disposal. A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading of Universal Waste. The attendant will direct the Authorized Individuals delivering Universal Waste to the specifically designated off-loading area. At the off-loading area the Contractor or its agent shall accept, weigh if necessary, collect associated Universal Waste disposal fees and prepare the Universal Waste for storage and shipment.

In the event Recycling technologies, systems or programs become available to the Contractor, which in the opinion of the Contractor would enhance the Recycling program presently provided, the Contractor may employ said Recycling technologies, systems or programs. The Parties agree to negotiate, in good faith, an appropriate fee change whenever the Parties have agreed that the Contractor should employ new Recycling technologies, systems or programs.

- 7.13 Hot Loads:** A specifically designated Hot Loads area has been reserved for the off-loading of Hot Loads. The attendant will direct the transporter to the Hot Load off-loading area.
- 8.0 SWH Facility Hours of Operation:** The Contractor agrees to accept Permissible Wastes from the Town, its Authorized Agents or its Authorized Individuals for disposal at the SWH Facility in accordance with the schedule listed below:

For the period from May 1 through October 31 of each Contract Year:

Monday through Friday: Between 8:00 a.m. and 5:00 p.m.

Saturday: Between 8:00 a.m. and 3:00 p.m.

For the period from November 1 through April 30 of each Contract Year:

Monday through Friday: Between 8:00 a.m. and 4:00 p.m.

Saturday: Between 8:00 a.m. and 1:00 p.m.

Sundays and Holidays: The SWH Facility will be closed on Sundays, legal holidays, or when CRM is closed.

**9.0 Rules & Regulations:** The Town agrees to observe and conform to such reasonable rules and regulations as the Contractor may establish from time to time for the efficient and/or safe use of the SWH Facility. Rules and Regulations established by the Contractor for the operation of the SWH Facility shall conform to all federal, state and local statutes, regulations and ordinances. In the event the Contractor determines a change in rules and regulations is necessary, the Contractor shall provide the Town with written notification at least thirty (30) day prior to the date when the new or revised rules and regulations change will be implemented. In the event the Town disagrees with the implementation of the proposed rules and regulations changes, the Town and the Contractor agree to negotiate in good faith and use their best efforts to resolve the disagreement as soon as possible.

**10.0 Payment:** It is agreed that the Town will pay the Contractor the fees, as stated in sub-sections listed below, for those Permissible Wastes delivered to the SWH Facility by the Town, Its Authorized Agents or its Authorized Individuals:

- 10.1 Access Fee,
- 10.2 SWH Facility Transfer Station Fee,
- 10.3 Recycling Center Fees Option #1,
- 10.4 Recycling Center Transportation Fee Option #1,
- 10.5 Compostable Organic Waste Fee,
- 10.6 Tires,
- 10.13 Universal Waste Program Fee and
- 10.16 Small Load Fee

It is also agreed that the Town will pay the Contractor the fees for Permissible Wastes delivered to the SWH Facility by the Town, as stated in the sub-sections below:

- 10.7 Green Wood Fee,
- 10.8 Stumps Fee,
- 10.9 CDD Fee,
- 10.10 Scrap Metal and White Goods Fee,
- 10.11 Freon/Mercury Removal Fee and
- 10.12 Inert Fill Fee

It is also understood that Authorized Individuals shall pay directly to the Contractor for Permissible Waste tonnage that exceeds the tonnage permitted in sub-section 10.16 Small Load Fee, based upon the prevailing fee schedule at the time the Permissible Waste is accepted at the SWH Facility and not according to the fee schedule below and that the Town shall have no liability to the Contractor for such amounts. The Contractor shall invoice the Town on a monthly basis in accordance with the Pricing and Rate Schedule, see "Exhibit A", and the Town shall pay said invoices within thirty (30) days of said invoice. In the event the Town does not pay said invoice within thirty (30) days from the date of the statement the Town agrees to additionally pay the Contractor eighteen (18%) percent per annum until the statement amount is received by the Contractor.

The Town shall additionally pay the Contractor a fuel charge, as calculated in sub-section 10.17 Fuel Charge, said fuel charge shall be added to the fees as stated in sub-sections below:

- 10.2 SWH Facility Transfer Station Fee,
- 10.4 Recycling Center Transportation Fee Option #1,
- 10.5 Tires,
- 10.6 Demolition Wood,
- 10.7 Green Wood Fee,
- 10.8 Stumps Fee,
- 10.9 CDD Fee,
- 10.10 Bulky Waste Fee,
- 10.11 Scrap Metal and White Goods Fee.

**Pricing and Rate Schedule for Sections 10.1 through 10.13:** See Exhibit "A" attached.

**10.14 Hot Loads Fee:** The Contractor may additionally charge the Town a reasonable fee to defray additional expenses involved with disposing of Hot Loads.

**10.15 Escalator:** In the event there is an increase or decrease in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers for the Northeast Region (“CPI-UNE”), the fees listed in sub-sections:

- 10.1 Access Fee,
- 10.2 SWH Facility Transfer Station Fee,
- 10.3 Recycling Center Fees Option #1,
- 10.4 Recycling Center Transportation Fee Option #1,
- 10.5 Compostable Organic Waste Fee,
- 10.6 Tires,
- 10.7 Green Wood Fee,
- 10.8 Stumps Fee,
- 10.9 CDD Fee,
- 10.10 Scrap Metal and White Goods Fee,
- 10.11 Freon/Mercury Removal Fee,
- 10.12 Inert Fill Fee and
- 10.13 Universal Waste Fee

shall increase or decrease at the beginning of the next Contract Year, after the first Contract Year, by the change in said CPI-UNE, between the month of May for the prior year and the month of May for the Contract Year. In the event this Agreement is renewed as stated in section 1. (Term), it is understood between the parties that the fees charged by the Contractor as stated in Section 10.0 Payment will be adjusted in accordance with the escalator and that any extension of the term will create new Contract Years.

**10.16 Small Load Fee:** The Town agrees to pay the Contractor for disposal of up to two thousand (2000) pounds of Demolition Wood, Green Wood, Stumps, CDD, Bulky Waste, Scrap Metal and White Goods (including Freon/Mercury removal fee), and Inert Fill, per Developed Parcel delivered to the SWH Facility by any Authorized Individual in any calendar year in accordance with the fees as stated in sub-sections:

- 10.6 Tires,
- 10.7 Green Wood Fee,
- 10.8 Stumps Fee,
- 10.9 CDD Fee,
- 10.10 Scrap Metal and White Goods Fee,
- 10.11 Freon/Mercury Removal Fee and
- 10.12 Inert Fill Fee.

The Contractor will record the type of waste, the tonnage, the location of the developed parcel from which the waste originated and the name of the Authorized Individual delivering said waste to the SWH Facility. In the event more than two thousand (2000) pounds of Permissible Wastes are delivered to the SWH Facility in any calendar year for a specific developed parcel by an Authorized Individual, said Authorized Individual shall pay directly to the Contractor for all the tonnage in excess of the two thousand (2000) pounds in accordance with the Contractors then-prevailing fee schedule.

**10.17 Fuel Charge:** In addition to the fees required above in this section there shall be a fuel charge as calculated below. The chart below states the number gallons of diesel fuel required to transport one load of the solid waste one mile, as shown in the payment categories below, from the SWH Facility to the designated disposal site and return to the SWH Facility.

Payment Sub-Sections	Gallons/mile
<b>10.17.1</b> Tractor Trailer Unit w/ a Gross Vehicle Weight of 80,000 pounds or more	.23 gallons/mile
<b>10.17.2</b> Roll-Off Truck Container Unit w/ a Gross Vehicle Weight of 68,000 pounds or more	.18 gallons/mile

Below is a list of Round-Trip Mileages from the SWH Facility to the most frequently used Disposal Facilities;

SWH Facility to CRM 104 miles

SWH Facility to JRL	138
SWH Facility to AIM	116
SWH Facility to WM	232
SWH Facility to BDS	232
SWH Facility to PERC	104

It is agreed that the Contractor shall calculate the Fuel Charge per load each month by multiplying the gallons/mile, as shown in each of the payment sub-sections (10.17.1 through 10.17.2) listed above, by the Diesel Fuel Price per Gallon. The Diesel Fuel Price per Gallon shall be the US On-Road Diesel Fuel Price as published for the last week of the month by the Energy Information Administration (EIA) of the Department of Energy (New England PADD1A) for the month. The Fuel Charge for the month for each payment sub-section (10.17.1 through 10.17.2) is then calculated by multiplying the gallons/mile (sub-section 10.17.1 or 10.17.2) by the Round -Trip Mileage. This product equals the number of gallons of diesel fuel required to deliver one load of solid waste from the SWH Facility to the Disposal Facility and return to the SWH Facility. The number of gallons of diesel fuel is then multiplied by the Diesel Fuel Price per Gallon.

Sample Calculation (Transfer Solid Waste): If the Contractor delivers one (1) Tractor/trailer load of Transfer Solid Waste from the SWH Facility to CRM in the month of January and the average price paid by the Contractor for US On-Road Diesel Fuel for the month was \$2.75 per gallon the Fuel Charge is calculated as follows.

0.23 gallons/mile (10.17.1) X 104 miles = 23.92 gallons diesel fuel

23.92 gallons X \$2.75 price per gallon = \$65.78 (Fuel Charge)

The following fee categories have no fuel charge: 10.1 Access Fee, 10.3.1 SWH Recycling Center Fee, 10.4 Compostable Organic Waste, 10.11 Freon/Mercury Removal, 10.12 Inert Fill, 10.13 Universal Waste and 10.14 Hot Loads.

- 10.18 Surcharge:** In the event, the cost of an item, other than fuel, or service that is necessary or required by this contract for the performance of this contract increases by more than fifteen (15%) percent in any contract year, the Contractor and the Town agree to use their best efforts to negotiate a reasonable increase in the rates affected to compensate the Contractor for said increase. The Contractor will provide a copy of written documentation of said increase from the provider of the item or service to the Town.
- 10.19 Wait Time Fee:** The Contractor expects to arrive at the Disposal Facility-MSW and depart the Disposal Facility-MSW within one (1) hour. In the event the difference in arrival and departure time is greater than one (1) hour the Contractor may additionally charge Twenty-five (\$25.00) dollars for each 15-minute interval in excess of one (1) hour. The Town shall additionally pay the Contractor the Town's share of the Wait Time Fee. The Town's share of the Wait Time Fee shall be calculated in the same manner as the Town's share of the total Transfer Solid Waste delivered to the Disposal Facility-MSW for the same month the Wait Time Fee occurred as described in section 11.0.
- 11.0 Payments to Disposal Facility-MSW:** It is agreed by the parties that the Town, and not the Contractor, shall pay Disposal Facility-MSW disposal fees directly to Disposal Facility-MSW. The Contractor shall prepare monthly statements showing the Town's share of the weekly invoices that Disposal Facility-MSW have provided the Contractor for the Transfer Solid Waste delivered by the Contractor. The statements shall be prepared as follows:
- 11.1** The Contractor, after receipt of the weekly Disposal Facility-MSW invoices for each month, shall calculate the Town's share of the total Transfer Solid Waste and delivered to said Disposal Facilities by dividing the tonnage of Transfer Solid Waste received at the SWH Facility from the Town during that month by the total Transfer Solid Waste tonnage received at the SWH Facility during said month. That fraction or percentage, when multiplied by the total of the invoices from Disposal Facility-MSW for that month, will provide the amount owed by the Town each month directly to Disposal Facility-MSW For



example: If (a) the Town delivers 100 tons of Transfer Solid Waste in a month, (b) the total Transfer Solid Waste received that month is 400 tons, and (c) the Disposal Facility-MSW invoices for the month total \$18,000 – the amount due from the Town to Disposal Facility-MSW that month is \$4,500.

- 11.1.1 After completing those calculations each month, the Contractor will deliver to the Town, either in person, via e-mail or via U.S. Mail, copies of (a) the weekly invoices received from Disposal Facility-MSW, (b) a sheet showing the total Transfer Solid Waste received that month, as well as the Transfer Solid Waste Tonnage received from the Town that month, and (c) a statement prepared by the Contractor showing the calculation of the amounts owed by each town to Disposal Facility-MSW.
- 11.1.2 To ensure that the Contractor receives the income under this Contract as anticipated by these parties, the Town agrees (a) that all Permissible Wastes collected in the Town on behalf of the Town shall be delivered to the Contractor's SWH Facility, and (b) that the Town shall not pay to the Disposal Facility-CDD, Disposal Facility-MSW, Disposal Facility-Recycle, Disposal Facility-Tires and Disposal Facility-Green Wood Waste disposal fees other than those attributable to Permissible Wastes delivered by the Contractor except the Town may pay the Disposal Facility-Recycle for Single Sort Recycling (Option#1) delivered by the Town or its authorized agents to the Disposal Facility-Recycle. In the event the Town or its authorized agent delivers a condemned recycle load the Town shall contact the Contractor regarding the disposition of the condemned load. The Town shall not pay disposal fees for Recycling Option #2 delivered to the Disposal Facility-Recycle by the Town or its authorized agents.
- 11.2 In the event Disposal Facility-MSW refuses to accept delivery of Transfer Solid Waste by the Contractor due to non-payment by the Town for its share of the Disposal Facility-MSW fees as calculated above, the Town agrees to the following:
  - 11.2.1 After the Contractor has been notified by Disposal Facility-MSW of its refusal to accept deliveries of Transfer Solid Waste from the Town, the Contractor shall verify with the Town of said non-payment and inform the Town that deliveries of Transfer Solid Waste from the Town to the SWH Facility will not be accepted until the Contractor has been notified by Disposal Facility-MSW that the non-payment issue has been resolved between the Town and Disposal Facility-MSW. Upon receipt of said notification the Contractor shall resume acceptance of Transfer Solid Waste from the Town at the SWH Facility and resume deliveries of Transfer Solid Waste to Disposal Facility-MSW.
  - 11.2.2 To compensate the Contractor as if the Transfer Solid Waste had been delivered and to additionally compensate the Contractor for all other expenses incurred by the Contractor due to the Contractor's refusal to accept said delivery of Transfer Solid Waste by Disposal Facility-MSW. Said expenses incurred by the Contractor may include but not be limited to additional wait time, transportation or Disposal Facility-MSW disposal fees paid by the Contractor for the Town.
  - 11.2.3 The Contractor's refusal to accept Transfer Solid Waste from the Town, its Authorized Agents or Authorized Individuals at the SWH Facility shall not be considered a breach or default of this contract. The Town shall resolve said non-payment issues with Disposal Facility-MSW as soon as possible so the Contractor may resume the acceptance of Transfer Solid Waste from the Town, its Authorized Agents and Authorized Individuals at the SWH Facility and deliver said Transfer Solid Waste to Disposal Facility-MSW.
  - 11.2.4 The Town shall use its best efforts to satisfactorily resolve the matter of non-payment with Disposal Facility-MSW as soon as possible.
  - 11.2.5 **Payments for Disposal Facility-Recycle Option #1:** It is agreed by the parties that the Town, and not the Contractor, shall pay Disposal Facility-Recycle (option #1) disposal fees directly to Disposal Facility-Recycle. It is agreed by the Parties that the Contractor shall also prepare monthly statements showing the Town's share of the weekly invoices that Disposal Facility-Recycle have provided the Contractor for the Single Sort Recycling items (Option #1) delivered by the Contractor. The Parties agree to conform to the

terms and conditions of sections 11.0 through 11.2.4 as if it were written for Disposal Facility-Recycle (Option #1).

## **12.0 Alternate Disposal Sites.**

- 12.1 Transfer Solid Waste:** In the event CRM the primary Disposal Facility-MSW is not available to the Contractor and an alternate Disposal Facility-MSW must be used, the Contractor agrees to use the alternate Disposal Facility-MSW as directed by the Town or its agent or designee, including but not necessarily limited to the MRC. The Town agrees to additionally pay the contractor (\$0.16) per ton per mile for the difference in round-trip road miles from the primary Disposal Facility-MSW and to the alternate Disposal Facility-MSW.
- 12.2 Green Wood Wastes:** In the event the primary Disposal Facility-Green Wood Waste is not available to the contractor, the contractor shall use its best efforts to locate an alternate Disposal Facility-Green Wood Waste that accepts Green Wood Wastes at the Green Wood Waste specifications the Contractor presently produces. The Town agrees to additionally pay the contractor one (\$0.16) per ton per mile for the difference in round-trip road miles from the SWH Facility to the primary Disposal Facility-Green Wood Waste and to the alternate Disposal Facility-Green Wood Waste for the Green Wood Waste that Town or its authorized agents delivered to the SWH Facility.
- 12.3 CDD:** In the event the primary Disposal Facility-CDD is not available to the contractor, the contractor shall use its best efforts to locate an alternate Disposal Facility-CDD that accepts CDD at the CDD specifications the Contractor presently produces. In the event there are no Disposal Facility-CDD located within seventy (70) road miles of the SWH Facility, the Contractor shall use its best efforts to locate an alternate Disposal Facility-CDD. If the alternate Disposal Facility-CDD is more than seventy (70) road miles from the SWH Facility. The Town agrees to additionally pay the contractor one (\$0.16) per ton per mile for the difference in round-trip road miles from the SWH Facility to the primary Disposal Facility-CDD and to the alternate Disposal Facility-CDD for the CDD that Town or its authorized agents delivered to the SWH Facility.
- 12.4 No Alternative Site Available:** In the event an alternate Disposal Facility for a specific Permissible Waste is not found in the State of Maine, the Contractor may combine said Permissible Waste with another Permissible Waste to the extent the Alternate Disposal Facility will accept the mixture of the Permissible Wastes
- ## **13.0 Insurance.**
- 13.1 Contractor Insurance:** The Contractor, at its own expense, shall maintain the following insurance policies during the term of this Agreement and shall provide the Town evidence of coverage as applicable, with certificates of coverage of insurance naming the Town as an additional insured for each contract year of this contract.
- 13.1.1 Commercial General Liability Policy** with minimum coverage for completed products and operations in the amount of Two Million (\$2,000,000.00) dollars for injury or death to one person and One Million (\$1,000,000.00) dollars for any single accident.
- 13.1.2 Automobile Liability Policy** on all vehicles used to provide services under this Agreement with minimum limits of One Million (\$1,000,000.00) per occurrence.
- 13.1.3 Workers Compensation Policy** covering all employees of the Contractor used to provide services under this Agreement in accordance with Maine law.
- 13.2 Town Insurance:** Town shall provide the Contractor with evidence, in the form of certificates of coverage of insurance, that the Town making waste deliveries to the SWH Facility has obtained self-insurance risk pool coverage or insurance coverage in amounts required by law to cover claims arising out of the Town's operation of motor vehicles at the SWH Facility.

- 14.0 Subcontract:** It is understood that from time to time the Contractor may choose to subcontract portions of this Agreement to third parties who are not a party to, and are not bound by, the terms of this Agreement to provide the Town with the services contemplated by this Agreement. The Contractor shall at all times remain responsible to the Town for performance of this Contract, notwithstanding any such assignment.
- 15.0 Default; Termination.**
- 15.1 Default by the Contractor:**
- 15.1.1** The Contractor shall be in default if it fails to provide the Substantive Services required in this Contract, unless such failure is caused by (i) a change in laws or regulations of the Maine Department of Environmental Protection, the United States Environmental Protection Agency, or other governmental entity or agency, (ii) Force Majeure as provided below, or (iii) eminent domain.
- 15.1.2** Substantive Services are only those services that, if they are not performed, would substantially impede the Town's ability to dispose of its Permissible Wastes and Recyclable Items.
- 15.1.3** If the Town believes that the Contractor is in default, the Town shall provide the Contractor with notice itemizing the substantive service(s) that it has failed to provide, and the Town shall invite the Contractor to meet and discuss those items.
- 15.1.4** If the parties cannot resolve those items to their mutual satisfaction, they shall engage the services of a disinterested alternative dispute resolution arbitrator who will render a binding ruling as to whether the Contractor has failed to provide Substantive Services and is in default;
- 15.2 Default by the Towns:**
- 15.2.1** The Town shall be in default if it fails to meet its Substantive Obligations required under this Contract.
- 15.2.2** Substantive Obligations include failure to pay to the Contractor any sums owed to it, as well as those obligations that would substantially impede the Contractor's ability to manage the SWH Facility or to deliver Transfer Solid Waste to Disposal Facility-MSW and other Solid Waste disposal facilities used by the Contractor.
- 15.2.3** If the Contractor believes the Town is in default, the Contractor shall provide the Town with notice itemizing the substantive obligations that it has failed to perform, and the Contractor shall invite the representative of the Town to meet and discuss those items.
- 15.2.4** If the parties cannot resolve those items to their mutual satisfaction, they shall engage the services of a disinterested alternative dispute resolution arbitrator who will render a binding ruling as to whether the Town has failed to perform Substantive Obligations and is in default;
- 15.3 Remedies Available to the Town:**
- 15.3.1** If the Contractor is in default as provided above, for a reason not caused by (i) a change in laws or regulations of the Maine Department of Environmental Protection, the United States Environmental Protection Agency, or any other governmental entity or agency, (ii) Force Majeure, or (iii) eminent domain, the Contractor shall have thirty (30) days to cure the default found by the arbitrator or agreed by the parties.
- 15.3.2** If the Contractor cannot cure the default within thirty (30) days, but will be able to do so within the hundred twenty (120) days, the Town may enter into a temporary agreement with another person or entity to provide those services until the Contractor has cured that default – and during that period of time the Town shall not be obligated to pay the Contractor for the Substantive Service(s) that it is unable to perform.
- 15.3.3** If the Contractor cannot cure that default within one hundred twenty (120) days, the Town shall have the right to terminate this Contract. Termination of this Contract is the Town's sole remedy and upon termination the parties' obligations to each other shall end, provided that the Town has paid all sums owed to the Contractor.
- 15.4 Remedies Available to the Contractor:**
- 15.4.1** If the Town is in default as provided above, the Town shall have thirty (30) days to cure the default found by the arbitrator or agreed by the parties.

- 15.4.2** If the Town does not cure that default within thirty (30) days, the Contractor may have all remedies available under law or equity, including but not limited to a suit for injunctive relief and/or for monetary damages, attorney fees and costs.
- 15.4.3** If the Town does not cure that default within thirty (30) days, the Contractor shall have the option of also terminating this Contract and/or bringing an action for breach of contract with remedies as provided above and by law.
- 16.0 Force Majeure.** Neither party shall be liable to the other for any failure or delay in performance of this Agreement which may be due in whole or in part to any contingency, delay, failure, cause or occurrence of any act of nature beyond the reasonable control of that party, whether or not it is presently occurring or occurs in the future, including without limiting the generality of the foregoing: fire, explosion, gaseous emissions, earthquake, storm, flood, or other adverse weather conditions, accident involving or breakdown of machinery or facility involved in the performance of this Agreement from any cause whatsoever, strike, lockout, combination of workmen or other labor difficulties (from whatever cause arising, and whether or not the demands of the employees are reasonable or within the parties power to grant), war, insurrection, riot, act of God or the public enemy, law, act, proclamation, judgment, or decree of a court of competent jurisdiction. In any such event, the party shall use its best efforts to resume performance of its obligations as soon as possible
- 17.0 Miscellaneous.**
- 17.1 Effective Date.** By signing this Agreement the Town agrees that the voters of the Town at a town meeting have voted in the affirmative to accept an article that authorized their Board of Selectmen to enter into a Solid Waste Contract with the Contractor under the terms and condition as stipulated herein.
- 17.2 Notices.** All notices required by or useful under the terms of this Agreement shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:
- |                              |   |
|------------------------------|---|
| <i>If to the Contractor:</i> | E.M.R., Inc.<br>Attn: Ben C. Worcester, III<br>P.O. Box 787<br>Southwest Harbor, ME 04679 |
| <i>If to Town:</i>           | Town of Mount Desert<br>P. O. Box 248<br>Northeast Harbor, Maine 04662                    |
- 17.3 Complete Agreement.** This Agreement constitutes the entire agreement between the parties and fully supersedes all other prior, contemporaneous understandings or agreements, written or oral, between the Contractor and the Town relating to the specific subject matter of this Agreement and the transactions contemplated hereby. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.
- 17.4 Amendments.** This Agreement may be amended only with the concurring written consent of both of the parties hereto. The Town's Board of Selectmen shall, after due notice of and vote at a public meeting, have authority to negotiate and consent to any amendment to the terms of this Agreement.
- 17.5 Severability.** In case any one or more of the provisions of the Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

- 17.6 Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.
- 17.7 Governing Law.** This Agreement shall be governed and construed according to the laws of the State of Maine.
- 17.8 Venue for Suits.** With the exception of paragraph 16.0 above, any action or suit by either party to enforce any of the terms, conditions, covenants or obligations of this Agreement must be brought, if at all, in the District or Superior Courts of Hancock County, Maine, and otherwise shall be barred.
- 17.9 Immunities Retained.** Nothing in this agreement shall be deemed in any manner or for any purpose to limit, waive or impair any immunity from judgment or suit or limitation on damages presently enjoyed by the Town under provisions of the Maine Tort Claims Act, 14 MRSA section 8101 *et seq.*, as amended, or other provisions of law.
- 17.10 No Joint Venture.** Nothing in this Agreement shall be deemed to create a joint venture, partnership, or similar association between the Contractor and the Town, or to impose any shared liabilities for legal claims beyond those existing by law.
- 17.11 Attorneys' Fees.** If any action, at law or in equity, is necessary to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' and experts' fees, costs and necessary disbursements from the non-successful Party in addition to any other relief to which it may be entitled.
- 17.12 Parties in Interest.** Nothing in this Agreement, expressed or implied, is intended, or shall be construed to confer upon any person, firm, or corporation, other than the Contractor and the Town any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Contractor and the Town.
- 17.13 Assignment.** This Agreement shall not be assigned without the prior written consent of the Contractor and Town; however such a request shall not be unreasonably withheld.

IN WITNESS WHEREOF, The Town, the Contractor and the Selectmen of the Towns or their authorized representative have executed this agreement in duplicate originals as of the date first written above.

Signature on next Page

Remainder of Page Blank

Recycling Options: (Check or Circle one)

- 1.  7.3.1 Single Sort Recycling (Option #1)
- 2.  7.3.2 Recycling Option #2
- 3.  None

**Signature Page**

**E.M.R., INC.**

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_  
Ben C. Worcester, III  
It's Vice President

**Town of Mount Desert**

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_  
Chairman  
Selectmen

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_  
Selectmen

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_  
Selectmen

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_  
Selectmen

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_  
Selectmen

**E.M.R., Inc.**

**Exhibit "A"**

**Town of:           Mount Desert**

**Pricing and Rate Schedule 7/1/19-6/30/24**

10.1 Access Fee	2,800.00 /month
10.2 SWH Facility Transfer Station Fee	62.00 /ton
10.3 Recycling Center Fee (Option #1)	1,075.00 /month
10.4 Recycling Center Transportation Fee (Option #1)	55.00 /ton
10.5 Compost Organic Waste Fee	51.00 /ton
10.6 Tires	175.00 /ton
10.7 Green Wood Fee	67.00 /ton
10.8 Stumps Fee	152.00 /ton
10.9 CDD Fee	152.00 /ton
10.10 Scrap Metal and White Goods Fee	97.00 /ton
11.11 Freon/Mercury Removal Fee	30.00 /ton
10.12 Inert Fill Fee	50.00 /ton
10.13 Universal Waste Program Fee	195.00 /month
6.2 Guaranteed Annual Tonage	1,585 tons

**NEW BUSINESS**



**TOWN OF MOUNT DESERT  
PUBLIC SPACE SPECIAL EVENT APPLICATION**

Application Fee – \$10.00

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

PERMIT #: 12-2019 DATE OF EVENT: see attached TIME: \_\_\_\_\_

DATE APPLICATION RECEIVED: 6.14.2019

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

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

APPLICANT: Acadia Community Theater  
(Print) Heather Sullivan Heather Sullivan  
(Signature)

MAILING ADDRESS: 1044 State Hwy. 3

PHONE: \_\_\_\_\_ 2074609328  
(Home) (Business) (cellular)

OTHER CONTACT INFO: hsullivan@acadiatheat.org  
(Email) (fax)

AGENT: same  
(Print) (Signature)

AGENT MAILING ADDRESS: \_\_\_\_\_

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

OTHER CONTACT INFO: \_\_\_\_\_  
(Agent email) (Agent fax)

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

Does the applicant propose that amplified sound be used for event? Yes  No \_\_\_\_\_

If yes, include description:  
performers will wear microphones to be heard while performing. A Midsummer Nights Dream.

USE REQUESTED (Applicant, review the Public Space Use Policy, then explain what you want to do)  
We would like to set up a stage on the site, access electricity, and put in performance of A Midsummer Nights Dream.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a majority of the Board of Selectmen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Acadia Community Theater (501c3) is planning a 'Shakespeare in the Park' production this summer. We are looking to use the NEH Village Green area in Northeast Harbor.

Set up - Build Stage/Set (24 feet Wide and less deep) on Wednesday, July 24<sup>th</sup>.

Dress Rehearsal Thursday, July 25<sup>th</sup>.

Productions are scheduled for Friday, Saturday and Sunday (July 26, 27, 28 at 7:00 pm) and Friday, Saturday and Sunday (August 2,3,4 at 7:00 pm)

These dates and times are still in the final stages of being finalized. (Possibly only two shows per weekend)

We would need Power during the rehearsal and Productions.

We would have basic microphones during the productions for people to be heard on stage.

Would we be able to leave the stage area set up from Wednesday, July 24<sup>th</sup> through Monday, Aug 5<sup>th</sup>?

IF we must remove stage we could remove it Monday AM and put it back up the following weekend.

People bring their own chairs and/or blankets.

# **TREASURER'S WARRANTS**

Warrants for BOS Agenda:

BOS Agenda:

06/17/19

	Description	#	Date	Amount
<b>A. Warrants to be Approved and Signed:</b>				
	Town Invoices	AP1971	06/17/19	\$ 783,081.10
<b>B. Authorized Warrants to be Signed: (Wendy needs to abstain)</b> (Prior Electronic or Manual Authorization )				
Town State Fees & P/R Benefits				
		AP1969	06/05/19	\$ 7,515.96
		AP1970	06/12/19	\$ 48,384.72
Town Payroll				
		PR1925	06/14/19	\$ 111,314.64
<b>C. Warrants to be Acknowledged:</b>				
	School Invoices	#12	06/05/19	\$ 56,527.62
<b>(John does NOT need to abstain)</b>				
	School Payroll	#25	06/07/19	\$ 81,643.66
<b>TOTAL WARRANTS FOR BOS MEETING</b>				<b><u>\$ 1,088,467.70</u></b>

**TOWN OF MOUNT DESERT  
ACCOUNTS PAYABLE WARRANT**

**WARRANT AP# 1971**

CHECK DATE: June 17, 2019

CHECK NUMBER: <u>311276</u>	<u>through</u>	<u>311351</u>	<u>\$ 678,544.61</u>	Check payments
CHECK NUMBER: <u>N/A</u>	<u>through</u>	<u>N/A</u>	<u>\$ -</u>	Electronic payments
EFT NUMBER: <u>1097</u>	<u>through</u>	<u>1116</u>	<u>\$ 104,536.49</u>	ACH Payments
EFT or CK NUMBER: <u>N/A</u>	<u>through</u>	<u>N/A</u>	<u>\$ -</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 783,081.10

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

Selectmen:

John B Macauley, Chairman James F Mooers

Matthew J Hart, Vice Chairman Martha T Dudman

Wendy H Littlefield, Secretary



06/13/2019 13:51  
69051you

Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 100  
CHECK NO CHK DATE

10100  
TYPE VENDOR NAME

Ckg-BH General Fund 8066

INVOICE INVOICE DATE PO WARRANT NET

INVOICE DTL DESC

1097	06/17/2019	EFT	2	A C PARSONS LANDSCAPING & GARDEN	33308	05/31/2019	API971	1,054.64
		Invoice: 33308				Station #3 landscaping		
				1,054.64	55200 433	BLDG REPAIR & MAINT-S3 SV		
						CHECK	1097 TOTAL:	1,054.64
1098	06/17/2019	EFT	1258	ACADIA TOWING & FLEET SERVICE	7259	05/30/2019	API971	90.00
		Invoice: 7259				Towing Ram Truck		
				90.00	55100 4110	VEHICLE REPAIR-18 DODGE RAM		
						CHECK	1098 TOTAL:	90.00
1099	06/17/2019	EFT	76	BROWNS COMMUNICATIONS INC	34533	05/30/2019	API971	165.45
		Invoice: 34533				RADIO CHECK BUSES/LEON BJ		
				165.45	1990100 59200	MD ELEMENTARY SCHOOL		
						CHECK	1099 TOTAL:	165.45
1100	06/17/2019	EFT	116	CIVIL ENGINEERING SERVICES INC	20192220	05/26/2019	API971	50,804.40
		Invoice: 20192220				Main St admin & inspection ts		
				50,804.40	3000039 57710	Construction-Budget		
						CHECK	1100 TOTAL:	50,804.40
						Main St re-design ts		
				6,308.01	3000039 57710	Construction-Budget		
						CHECK	1101 TOTAL:	57,112.41
1101	06/17/2019	EFT	792	COASTAL ENERGY	4280216	05/17/2019	API971	28.49
		Invoice: 4280216				9.0 gal PROPANE		
				28.49	1550100 53400	HEATING FUEL		
						CHECK	1101 TOTAL:	28.49
1102	06/17/2019	EFT	124	COLWELL DIESEL SERVICE & GARAGE I	IV86960	03/26/2019	API971	174.45
		Invoice: IV86960				UJOINT CENTER B BJ		
				174.45	1550100 55400	GEN REPAIRS & MAINT		
						CHECK	1101 TOTAL:	174.45
						REPAIRED AND REPLACED ELECTRICAL ISSUES BJ		
				1,421.93	1550100 55400	GEN REPAIRS & MAINT		
						CHECK	1101 TOTAL:	1,421.93
						CORE PART 1-IHX 46170R717		
				-6,000.00	1550100 55400	GEN REPAIRS & MAINT		
						CHECK	1101 TOTAL:	-6,000.00
						COLWELL DIESEL SERVICE & GARAGE I		
						IV86689A		
						CHECK	1101 TOTAL:	-160.00



06/13/2019 13:51  
69051you

Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

CASH ACCOUNT: 100  
CHECK NO CHK DATE TYPE VENDOR NAME

10100  
Ckg-BH General Fund 8066

INVOICE

WARRANT

NET

INVOICE DTL DESC

INVOICE	INVOICE	INV DATE	PO	WARRANT	NET
Invoice: IV86553A	-160.00 1990100 59200		CORE PART 1-CUX 4326872D MD ELEMENTARY SCHOOL		
Invoice: IV87145	COLWELL DIESEL SERVICE & GARAGE I IV87145	04/22/2019	TR#33 TRANSMISSION LINES AL GEN REPAIRS & MAINT	AP1971	177.95
Invoice: IV87173	COLWELL DIESEL SERVICE & GARAGE I IV87173	04/22/2019	TR#14 OIL PAN AND HARDWARE AL GEN REPAIRS & MAINT	AP1971	388.18
Invoice: IV87186	COLWELL DIESEL SERVICE & GARAGE I IV87186	04/22/2019	TR#6 IPR KIT AL GEN REPAIRS & MAINT	AP1971	328.42
Invoice: IV87190	COLWELL DIESEL SERVICE & GARAGE I IV87190	04/22/2019	TR#6 IPR HARNESS AL GEN REPAIRS & MAINT	AP1971	34.10
Invoice: IV87218	COLWELL DIESEL SERVICE & GARAGE I IV87218	04/23/2019	TR#6 FRONT SPRINGS AND HARDWARE AL GEN REPAIRS & MAINT	AP1971	1,478.60
Invoice: IV87271	COLWELL DIESEL SERVICE & GARAGE I IV87271	04/29/2019	TR#33 AIR VALVE AL GEN REPAIRS & MAINT	AP1971	470.95
Invoice: IV87262	COLWELL DIESEL SERVICE & GARAGE I IV87262	04/29/2019	TR#33 VALVE AL GEN REPAIRS & MAINT	AP1971	434.54
Invoice: IV87005	COLWELL DIESEL SERVICE & GARAGE I IV87005	04/01/2019	TR#14 DRIVE SHAFT REPAIR AL GEN REPAIRS & MAINT	AP1971	526.34
Invoice: CR15339	COLWELL DIESEL SERVICE & GARAGE I CR15339	04/30/2019	Credit for Valve SR7 GEN REPAIRS & MAINT	AP1971	-434.54
Invoice: IV87437	COLWELL DIESEL SERVICE & GARAGE I IV87437	05/16/2019	TR#23 HORN KITS AL GEN REPAIRS & MAINT	AP1971	233.76
Invoice: IV87415	COLWELL DIESEL SERVICE & GARAGE I IV87415	05/16/2019	TR#33 SEAT BELT LATCH AL GEN REPAIRS & MAINT	AP1971	61.72
Invoice: IV87461	COLWELL DIESEL SERVICE & GARAGE I IV87461	05/22/2019	TR#36 AUX SPRING BRACKETS AL GEN REPAIRS & MAINT	AP1971	97.90
	COLWELL DIESEL SERVICE & GARAGE I IV87145A	05/22/2019		AP1971	60.38

CASH ACCOUNT: 100      10100      Ckg-BH General Fund 8066      INVOICE      INV DATE      PO      WARRANT      NET  
CHECK NO      CHK DATE      TYPE      VENDOR NAME

INVOICE DTL DESC

INVOICE	INV DATE	PO	WARRANT	NET
60.38	1550100	55400	TR#33 TRANSMISSION LINE ADAPTERS AL GEN REPAIRS & MAINT	
191.84	1550100	55400	COLWELL DIESEL SERVICE & GARAGE I IV87495 05/22/2019 AP1971 TR#36 FRAME BOLTS AND NUTS AL GEN REPAIRS & MAINT	191.84
1,305.98	1990100	59200 9106	COLWELL DIESEL SERVICE & GARAGE I IV87460 05/22/2019 AP1971 BUS#2 DIESEL SERVICE & GARAGE I IV87460 RADIATOR HOSES AND CLAMPS AL MDES - BUS 2 (NEW)	1,305.98
29.40	1990100	59200 9106	COLWELL DIESEL SERVICE & GARAGE I IV87467 05/22/2019 AP1971 BUS#2 DIESEL SERVICE & GARAGE I IV87467 GASKETS AL MDES - BUS 2 (NEW)	29.40
41.98	1220110	53000	148 DELL MARKETING LP 10320240660 ultra compact ups system - meeting room OFFICE SUPPLIES	41.98
19,037.78	1551500	55501	175 EMR INC 37865 May tip fee ts TIPPING FEE EMR	19,037.78
1,300.00	3000052	57712	287 HEDEFINE ENGINEERING & DESIGN INC 18034A-3 ENGINEERING	1,300.00
770.00	1770100	54970	1778 JACQUELINE K HEWETT 0519 Consultant Fee and Travel	818.72
48.72	1770100	56100	CONSULTANT-DIRECTOR TRAVEL	
1,400.00	1440330	55400	1030 INDUSTRIAL PROTECTION SERVICES, L 157353-00 PM service on Holmatro extrication tools GEN REPAIRS & MAINT	1,400.00

Invoice: IV87145A

Invoice: IV87495

Invoice: IV87460

Invoice: IV87467

1103 06/17/2019 EFT  
Invoice: 10320240660

1104 06/17/2019 EFT  
Invoice: 37865

1105 06/17/2019 EFT  
Invoice: 18034A-3

1106 06/17/2019 EFT  
Invoice: 0519

1107 06/17/2019 EFT  
Invoice: 157353-00

1102 TOTAL: 821.90

1103 TOTAL: 41.98

1104 TOTAL: 19,037.78

1105 TOTAL: 1,300.00

1106 TOTAL: 818.72



INVOICE DTL DESC	INVOICE	INV DATE	PO	WARRANT	NET
1108 06/17/2019 EFT Invoice: 0519 HAR	1043 MAIN STREET VARIETY	0519 HAR		AP1971	8.33
	2.8 GAL gas VEHICLE FUEL	05/16/2019			
Invoice: 0519 WW	MAIN STREET VARIETY	0519 WW		AP1971	831.78
	281.3 GALS WW-EM VEHICLE FUEL	06/01/2019			
Invoice: 0519 B&G	MAIN STREET VARIETY	0519 B&G		AP1971	264.21
	89.6 GALS B&G-EM VEHICLE FUEL	06/01/2019			
Invoice: 0519 HWY	MAIN STREET VARIETY	0519 HWY		AP1971	222.71
	222.71 1550100 53710	06/01/2019			
1109 06/17/2019 EFT Invoice: 100562939	417 MAINE COMMERCIAL TIRE INC	100562939		AP1971	3,668.88
	917.22 1440110 53720 4111 917.22 1440110 53720 4110 917.22 1440110 53720 4109 917.22 1440110 53720 4108	05/23/2019			
	Tires for stock TIRES-19 SUV-FORD TIRES-18 DODGE RAM TIRES-17 FORD EXPLORER-ADMIN TIRES-17 FORD EXPLORER-PD				
1110 06/17/2019 EFT Invoice: 3462236	2142 MODERN PEST SERVICES INC	3462236		AP1971	75.00
	75.00 1440330 55200 433	05/29/2019			
	Station #3 pest control BLDG REPAIR & MAINT-S3 SV				
1111 06/17/2019 EFT Invoice: 102650	1131 NORTHEAST EMERGENCY APPARATUS LLC 102650	102650		AP1971	712.70
	712.70 1440330 55100 4306	12/10/2018			
	E6 pump service & test VEHICLE REPAIR- 13 Ferrara E6				
Invoice: 102652	NORTHEAST EMERGENCY APPARATUS LLC 102652	102652		AP1971	469.38
	469.38 1440330 55100 4306	12/10/2018			
	E6 repairs - battery charger VEHICLE REPAIR- 13 Ferrara E6				
Invoice: 102653	NORTHEAST EMERGENCY APPARATUS LLC 102653	102653		AP1971	2,366.72
	2,366.72 1440330 55100 4304	12/10/2018			
	E4 pump service & test VEHICLE REPAIR-06 SMEAL E4				
	NORTHEAST EMERGENCY APPARATUS LLC 102656	102656		AP1971	1,564.07
		12/12/2018			

1107 TOTAL: 1,400.00

1108 TOTAL: 1,327.03

1109 TOTAL: 3,668.88

1110 TOTAL: 75.00

1111 TOTAL: 469.38

1112 TOTAL: 2,366.72

1113 TOTAL: 1,564.07



06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
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CASH ACCOUNT: 100  
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Ckg-BH General Fund 8066

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INVOICE DTL DESC

INVOICE	INV DATE	PO	WARRANT	NET
Invoice: 102656	1,564.07	1440330	55100 4305	
			T5 pump service, test and repairs VEHICLE REPAIR-12 Ferrara T5	
Invoice: 102657	3,383.40	1440330	55100 4301	3,383.40
			L1 pump service, test & repairs VEHICLE REPAIR-09 Ferrara L1	
Invoice: 102672	1,052.35	1440330	55100 4301	1,052.35
			E2 pump service & test VEHICLE REPAIR-09 Ferrara L1	
Invoice: 102685	646.56	1440330	55100 4304	646.56
			E4 transmission service VEHICLE REPAIR-06 SMEAL E4	
Invoice: 102686	692.62	1440330	55100 4306	692.62
			E6 transmission service VEHICLE REPAIR- 13 Ferrara E6	
Invoice: 102687	630.74	1440330	55100 4305	630.74
			T5 transmission service VEHICLE REPAIR-12 Ferrara T5	
Invoice: 102733	979.00	1440330	55100 4305	979.00
			T5 repairs - display head on pump panel VEHICLE REPAIR-12 Ferrara T5	
Invoice: 102755	196.79	1440330	55100 4302	196.79
			E2 repairs - bumper lights VEHICLE REPAIR-17 FI E2	
Invoice: 103211	228.90	1440330	55100 4304	228.90
			E4 repairs - bar graph for battery charger VEHICLE REPAIR-06 SMEAL E4	
			CHECK 1111 TOTAL:	12,923.23
1112 06/17/2019 EFT			05/31/2019	
Invoice: 15607	86.00	1552000	55400	86.00
			TURN ON WATER SH BEACH BJ GEN REPAIRS & MAINT	
			CHECK 1112 TOTAL:	86.00
1113 06/17/2019 EFT			06/04/2019	
Invoice: 1882	1,193.50	1220440	54500	1,193.50
			P.B. Legal Bill - MacQuinn Quarry License Review. PB LEGAL	
			CHECK 1113 TOTAL:	1,193.50

06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 6  
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CASH ACCOUNT: 100  
CHECK NO CHK DATE

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TYPE VENDOR NAME

Ckg-BH General Fund 8066

INVOICE

INV DATE PO

WARRANT

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INVOICE DTL DESC

1114	06/17/2019 EFT	1856 TERRYS TANK LLC	217	05/31/2019	API1971	2,860.00
	Invoice: 217			Sludge Disposal-EM SLUDGE DISPOSAL		
1115	06/17/2019 EFT	1553 ULINE, INC	108898255	05/22/2019	API1971	409.68
	Invoice: 108898255			Custodial supplies Custodial-S1 NEH OFFICE SUPPLIES-S1 NEH		
1116	06/17/2019 EFT	2221 LISA YOUNG	0519T	05/31/2019	API1971	121.80
	Invoice: 0519T			TRAVEL WATERVILLE MMTCA CONF. TRAINING		
311276	06/17/2019 PRTD	1949 ACADIA FUEL LLC	174737	05/23/2019	API1971	6,480.89
	Invoice: 174737			2483.1 gal ON RD DIESEL BJ VEHICLE FUEL		
311277	06/17/2019 PRTD	1954 ACADIA FUEL LLC	174546	05/20/2019	API1971	308.52
	Invoice: 174546			HEATING OIL BJ HEATING FUEL		
311278	06/17/2019 PRTD	2550 BEN C WORCESTER, III	I276	06/03/2019	API1971	1,850.00
	Invoice: I276			RECYCLING BJ PROCESSING SVCS		
311279	06/17/2019 PRTD	16 ADMIRAL FIRE & SAFETY INC	114733	06/06/2019	API1971	69.90
	Invoice: 114733			Chief -belt accessories UNIFORMS		
	Invoice: 114734	ADMIRAL FIRE & SAFETY INC	114734	06/06/2019	API1971	634.46
				Patrol Uniform Items UNIFORMS		
				1114 TOTAL:		2,860.00
				1115 TOTAL:		409.68
				1116 TOTAL:		121.80
				11276 TOTAL:		6,480.89
				11277 TOTAL:		308.52
				11278 TOTAL:		1,850.00
				11279 TOTAL:		69.90
						634.46



06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 7  
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CASH ACCOUNT: 100  
CHECK NO CHK DATE

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TYPE VENDOR NAME

Ckg-BH General Fund 8066

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INVOICE DTL DESC

INVOICE	INV DATE	PO	WARRANT	NET
Invoice: 114735	06/06/2019	114735	AP1971	216.12
ADMIRAL FIRE & SAFETY INC	Duty uniform pants and shirts UNIFORMS			
216.12 1440330 53800	CHECK	311279	TOTAL:	920.48
311280 06/17/2019 PRD Invoice: 14188	05/31/2019	14188	AP1971	5,611.96
933 ALLEN FARM FENCE COMPANY INC	FENCE REPAIR NEH POOL BJ GEN REPAIRS & MAINT			
5,611.96 1552500 55400	CHECK	311280	TOTAL:	5,611.96
311281 06/17/2019 PRD Invoice: N4370046TF	06/01/2019	N4370046TF	AP1971	19.29
2462 AMERICAN MESSAGING SERVICES LLC	WW Alarm Paging Service-EM TECHNICAL SVCS			
19.29 1550552 54260	CHECK	311281	TOTAL:	19.29
311282 06/17/2019 PRD Invoice: 06062019	05/28/2019	06062019	AP1971	85.14
1982 AT&T MOBILITY	cell phone CELL PHONES-HARBORMASTER			
85.14 6010100 55130 84289	CHECK	311282	TOTAL:	85.14
311283 06/17/2019 PRD Invoice: 06062019	05/28/2019	06062019	AP1971	125.17
1985 AT&T MOBILITY	cell and data usage through 052819 CELL PHONES EMAIL/INTERNET			
63.12 1220550 55130 87949 62.05 1221000 55140	CHECK	311283	TOTAL:	125.17
311284 06/17/2019 PRD Invoice: 33400554 2019	06/15/2019	33400554 2019	AP1971	266,499.39
1581 BAR HARBOR BANK & TRUST CO	PRIN & INT ON ROAD PROJECT BOND Bond-2018 GOB Road Projects FB Debt Service Int-BHBT Road Proj 2018 Prin-BHBT Road Proj 2018			
255,424.25 700 -255,424.25 700 11,075.14 1880100 58527 255,424.25 1880100 58127	CHECK	311284	TOTAL:	266,499.39
311285 06/17/2019 PRD Invoice: 220711	06/04/2019	220711	AP1971	1,332.30
59 B C M CONSTRUCTION INC	Gravel BJ MISC-MATERIALS			
1,332.30 1550100 53730				



CASH ACCOUNT: 100  
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INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
CHECK	311285	TOTAL:		1,332.30
311286 06/17/2019 PRTD Invoice: WB31647	05/24/2019	AP1971		1,515.70
1915 BEAUREGARD EQUIPMENT INC				
1,515.70 1550100 55400				
BRAKE ACCUMULATO BJ GEN REPAIRS & MAINT				
CHECK	311286	TOTAL:		1,515.70
311287 06/17/2019 PRTD Invoice: 2020093	05/23/2019	AP1971		339.73
2553 BLYTHE CONSTRUCTION INC				
339.73 6010100 55400				
ramp paving repair GEN REPAIR & MAINT				
CHECK	311287	TOTAL:		339.73
311288 06/17/2019 PRTD Invoice: 100998	06/07/2019	AP1971		989.95
74 BROWN APPLIANCE & MATTRESS INC				
989.95 1440330 55200 431				
New range for FD breakroom BLDG REPAIR & MAINT-SI NE				
CHECK	311288	TOTAL:		989.95
311289 06/17/2019 PRTD Invoice: C45871	05/13/2019	AP1971		-36.99
75 F T BROWN CO				
-36.99 1440330 53110				
Return on FD grill parts GENERAL SUPPLIES				
CHECK	311289	TOTAL:		-36.99
Invoice: C45849	05/13/2019	20190131	AP1971	43.58
F T BROWN CO				
43.58 1440330 53110				
FD grill parts GENERAL SUPPLIES				
Invoice: B40902	05/15/2019	20190135	AP1971	3.19
F T BROWN CO				
3.19 1440330 53110				
Gorilla Tape GENERAL SUPPLIES				
Invoice: B40980	05/17/2019	20190137	AP1971	74.10
F T BROWN CO				
74.10 1440330 53110				
shipping GENERAL SUPPLIES				
Invoice: B41166	05/23/2019	20190138	AP1971	15.18
F T BROWN CO				
15.18 1440330 55400				
Tire Black GEN REPAIRS & MAINT				
Invoice: B41352	05/29/2019	20190142	AP1971	14.50
F T BROWN CO				
14.50 1440330 53110				
shipping GENERAL SUPPLIES				
Invoice: C45642	05/06/2019	20190130	AP1971	4.99
F T BROWN CO				
4.99 1440330 54100				
Batteries TRAINING				



06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 9  
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CASH ACCOUNT: 100 10100  
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Ckg-BH General Fund 8066

INVOICE INVOICE INV DATE PO WARRANT NET

INVOICE	INVOICE	INV DATE	PO	WARRANT	NET
Invoice: C45477	C45477	05/02/2019	API1971	API1971	151.09
	151.09 1552000	Trash Bags 13GAL 90CT ACE (12EACH)@\$12.59-EM GEN REPAIRS & MAINT			
Invoice: C45612	C45612	05/06/2019	API1971	API1971	106.46
	106.46 1552000	Drain Boil BRS, 24oz Gel Pouch, Nuts & Bolts-EM BLDG REPAIR & MAINT			
Invoice: B40715	B40715	05/08/2019	API1971	API1971	7.96
	7.96 1550552	Hose Clamps-EM OTHER EQUIPMENT			
Invoice: B40752	B40752	05/09/2019	API1971	API1971	41.54
	41.54 1550668	Threaded Rod, Hydraulic Cement, Marker-EM BLDG REPAIR & MAINT			
Invoice: B40798	B40798	05/10/2019	API1971	API1971	41.04
	41.04 1550552	Dawn Dish Detergent, Sponges, Simple Green-EM OTHER EQUIPMENT			
Invoice: C45913	C45913	05/15/2019	API1971	API1971	21.53
	21.53 1550552	Sponge Scrub Mlti Purp3pk-1219013 (8 EACH)@\$2.69-EM OTHER EQUIPMENT			
Invoice: C46044	C46044	05/21/2019	API1971	API1971	64.97
	64.97 1550100	Worktunes Hearing Protcttr, 2 Cycle Oil, AA batts-EM GEN REPAIRS & MAINT			
Invoice: B41054	B41054	05/21/2019	API1971	API1971	3.49
	3.49 1550552	Snap Bolt Rnd 3-11/16CRD-5048210-EM OTHER EQUIPMENT			
Invoice: B41067	B41067	05/21/2019	API1971	API1971	19.99
	19.99 1550552	14 Bolt Cutter ACE-EM OTHER EQUIPMENT			
Invoice: B41267	B41267	05/28/2019	API1971	API1971	19.45
	19.45 1552000	3" Wall Scraper, Hose Clamp, Handle Tapr-EM BLDG REPAIR & MAINT			
Invoice: B41337	B41337	05/29/2019	API1971	API1971	19.98
	19.98 1552000	Bulb-Flur F24T8/CW GE (2 Each)-EM BLDG REPAIR & MAINT			
Invoice: B41382	B41382	05/30/2019	API1971	API1971	5.98
	5.98 1550552	409 Cleaner (2 EACH)-EM OTHER EQUIPMENT			
Invoice: C45492	C45492	05/02/2019	API1971	API1971	11.56
	11.56 6010100	paint EQUIP-MOORINGS/FLOATS			



06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 10  
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CASH ACCOUNT: 100  
CHECK NO CHK DATE TYPE VENDOR NAME

Ckg-BH General Fund 8066 INVOICE

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INVOICE DTL DESC	INVOICE	INV DATE	PO	WARRANT	NET
Invoice: B40760	F T BROWN CO				
		05/09/2019	B40760	AP1971	55.32
		water line repair	57121		
		EQUIP-MOORINGS/FLOATS			
Invoice: B40768	F T BROWN CO				
		05/09/2019	B40768	AP1971	15.89
		water line repair	57121		
		EQUIP-MOORINGS/FLOATS			
Invoice: B41289	F T BROWN CO				
		05/28/2019	B41289	AP1971	11.40
		nuts and bolts	57121		
		EQUIP-MOORINGS/FLOATS			
Invoice: C46332	F T BROWN CO				
		05/30/2019	C46332	AP1971	27.99
		dock repair	57121		
		EQUIP-MOORINGS/FLOATS			
Invoice: B41439	F T BROWN CO				
		05/31/2019	B41439	AP1971	7.14
		nuts and bolts	57121		
		EQUIP-MOORINGS/FLOATS			
Invoice: B41193	F T BROWN CO				
		05/24/2019	B41193	AP1971	15.61
		Uniform Return	53140		
		POSTAGE			
		CHECK		311289 TOTAL:	766.94
311290 06/17/2019 PRTD	2224 COMMERCIAL CLEANING COMPANY				
Invoice: 14704			14704	AP1971	3,200.00
		05/31/2019	54840 432		
		Deep cleaning of Stations 2 & 3	54840 433		
		CUSTODIAL-S2 SH			
		CUSTODIAL-S3 SV			
		CHECK		311290 TOTAL:	3,200.00
311291 06/17/2019 PRTD	136 CURTIS FAMILY SHOE STORE				
Invoice: 17981			17981	AP1971	89.95
		05/20/2019	53800		
		BOOTS STANLEY GREIRSON BJ			
		UNIFORMS			
		CHECK		311291 TOTAL:	89.95
311292 06/17/2019 PRTD	819 DARLINGS				
Invoice: 188752			188752	AP1971	2,403.85
		06/06/2019	55100 4307		
		Repairs to Truck 7			
		VEHICLE REPAIR-11 FORD T7			
		CHECK		311292 TOTAL:	2,403.85
311293 06/17/2019 PRTD	250 DOUG GOTT & SONS INC				
Invoice: 39950			39950	AP1971	2,402.00
		05/31/2019	53730		
		LEDGE, SCREENED LOAM BJ			
		MISC-MATERIALS			



06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 11  
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CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE INVOICE DATE PO WARRANT NET

INVOICE DTL DESC

INVOICE	INVOICE DATE	PO	WARRANT	NET
311294	06/17/2019	2504 EA ACQUISITION INC	311293	2,402.00
Invoice: 207106				
207106	05/31/2019	AP1971		1,079.71
332.70	1220110	52720		
186.01	1220110	56205		
520.20	1220440	56205		
40.80	1551500	56205		
311295	06/17/2019	197 ELLSWORTH CHAINSAW INC		396.45
Invoice: 86415				
86415	05/31/2019	AP1971		28.75
311296	06/17/2019	1688 CITY OF ELLSWORTH		1,880.00
Invoice: 14-190501				
14-190501	06/03/2019	AP1971		646.76
311297	06/17/2019	1842 EMERA MAINE		198.79
Invoice: 10057348-6 052119				
10057348-6	052119	052119	AP1971	83.00
311298	06/17/2019	10003318-8 EMERA MAINE		205.06
Invoice: 10003318-8 051619				
10003318-8	051619	051619	AP1971	205.06

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CHECK 311299 TOTAL:

CHECK 311300 TOTAL:

CHECK 311301 TOTAL:

CHECK 311302 TOTAL:

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CHECK 311304 TOTAL:

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CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
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Invoice: 10057347-4	051619	EMERA MAINE	10057347-4	051619	05/16/2019	AP1971	386.03	1550667	55010	2125 KWH SV Library PS Electric-EM ELECTRICITY			386.03
Invoice: 10057344-7	051619	EMERA MAINE	10057344-7	051619	05/16/2019	AP1971	2,361.36	1550667	55010	17960 KWH SV WWTP Electric-EM ELECTRICITY			2,361.36
Invoice: 10057346-2	051619	EMERA MAINE	10057346-2	051619	05/16/2019	AP1971	501.27	1550667	55010	2786 KWH SV Fence PS Electric-EM ELECTRICITY			501.27
Invoice: 10057321-9	051619	EMERA MAINE	10057321-9	051619	05/16/2019	AP1971	15.53	1550100	55010	1240 kwh 307 SD (431) DRUNIT GAR BJ ELECTRICITY			15.53
Invoice: 10532164-0	051619	EMERA MAINE	10532164-0	051619	05/16/2019	AP1971	16.38	1552500	55010	0 kwh COMFORT STATION 302 RTE 3 BJ ELECTRICITY			16.38
Invoice: 10057325-8	051619	EMERA MAINE	10057325-8	051619	05/16/2019	AP1971	307.58	1552000	55010	6675 kwh SEA ST UNIT 407 BJ ELECTRICITY			307.58
Invoice: 10057324-5	051619	EMERA MAINE	10057324-5	051619	05/16/2019	AP1971	48.14	1552500	53900	187 kwh SEA ST UNIT 435 BJ OTHER EQUIPMENT			48.14
Invoice: 10057320-7	051319	EMERA MAINE	10057320-7	051319	05/13/2019	AP1971	29.14	1440600	55015	78 kwh RTES198(431)UNIT TFL BJ TRAFFIC SIGNALS			29.14
Invoice: 10057336-1	052719	EMERA MAINE	10057336-1	052719	05/27/2019	AP1971	24.08	6010300	55010	49 kwh bartlett power ELECTRICITY			24.08
Invoice: 10057340-9	052819	EMERA MAINE	10057340-9	052819	05/28/2019	AP1971	128.34	1440330	55010	647 KWH Stat. #2 monthly electricity bill ELECTRICITY-S2 SH			128.34
Invoice: 10057332-2	053119	EMERA MAINE	10057332-2	053119	05/31/2019	AP1971	48.66	6010200	55010	seal harbor power ELECTRICITY			48.66

311297 TOTAL: 4,353.36  
CHECK 311297  
311298 06/17/2019 PRTD 1792 CONSOLIDATED COMMUNICATIONS 060319 06/03/2019 AP1971 47.71  
Invoice: 060319 Telephone Somesville WWTP TELEPHONE-USAGE 47.71 1221000 55120



06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 13  
apcshdsb

CASH ACCOUNT: 100  
CHECK NO CHK DATE

10100  
TYPE VENDOR NAME

Ckg-BH General Fund 8066

INVOICE

INV DATE PO

WARRANT

NET

INVOICE DTL DESC

INVOICE DTL DESC	INVOICE	INV DATE	PO	WARRANT	NET
CHECK	311298	TOTAL:			47.71
311299 06/17/2019 PRD Invoice: 052719	1794 CONSOLIDATED COMMUNICATIONS 47.71 1221000 55120	05/27/2019 Telephone Charge E911 TELEPHONE-USAGE	AP1971		47.71
311300 06/17/2019 PRD Invoice: 052719	1796 CONSOLIDATED COMMUNICATIONS 90.26 1221000 55120	05/27/2019 Telephone SH WWTP TELEPHONE-USAGE	AP1971		90.26
311301 06/17/2019 PRD Invoice: 052719	1797 CONSOLIDATED COMMUNICATIONS1 301.00 1221000 55120	05/27/2019 Telephone Admin TELEPHONE-USAGE	AP1971		301.00
311302 06/17/2019 PRD Invoice: 060319	1801 CONSOLIDATED COMMUNICATIONS 74.70 1221000 55120	06/03/2019 Telephone OC Pump Station TELEPHONE-USAGE	AP1971		74.70
311303 06/17/2019 PRD Invoice: MEELS46250	1398 FASTENAL COMPANY MEELS46250 12.49 1550552 55100	05/24/2019 SPEEDY DRY BJ VEHICLE REPAIR	AP1971		12.49
Invoice: MEELS46249	FASTENAL COMPANY MEELS46249 469.12 1550666 55400	05/24/2019 SPEEDY DRY/RAGS BJ GEN REPAIRS & MAINT	AP1971		469.12
311304 06/17/2019 PRD Invoice: 180410	215 FIRE TECH & SAFETY OF NEW ENGLAND 180410 850.00 1440330 57100 850.00 1550552 54100	05/30/2019 Scott Ska-Pak for confined space reascue FD/PW EQUIPMENT TRAINING	AP1971		1,700.00
Invoice: 180655	FIRE TECH & SAFETY OF NEW ENGLAND 180655 952.50 1440330 55400	06/07/2019 PM on breathing air compressor GEN REPAIRS & MAINT	AP1971		952.50
CHECK	311302	TOTAL:			74.70
CHECK	311303	TOTAL:			481.61



CASH ACCOUNT: 100 CASH ACCOUNT: 100 CASH ACCOUNT: 100  
CHECK NO 100 CHK DATE 10100 TYPE VENDOR NAME Ckg-BH General Fund 8066 INVOICE INVOICE INVOICE WARRANT NET

INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
CHECK 311304 TOTAL:				2,652.50
311305 06/17/2019 PRTRD Invoice: 05282019	05/22/2019	API1971	API1971	297.59
Monthly Cell/Data bill for FD chief & trucks CELL PHONES				
297.59 1440330 55130				
CHECK 311305 TOTAL:				297.59
311306 06/17/2019 PRTRD Invoice: 05282019	05/22/2019	API1971	API1971	365.68
cell and data through 052219 CELL PHONES-ADMIN ASSIST CELL PHONES-POLICE CHIEF CELL PHONES-POLICE LT CELL PHONES-POLICE SGT CELL PHONES-BAR HBR PD CELL PHONES				
46.44 1440110 55130 81911 18.58 1440110 55130 84088 46.44 1440110 55130 84648 46.44 1440110 55130 86748 27.86 2140115 55130 84088 179.92 1440110 55130				
CHECK 311306 TOTAL:				365.68
311307 06/17/2019 PRTRD Invoice: 0519	05/31/2019	API1971	API1971	1,964.25
222 R H FOSTER INC				
736.56 ga @ 2.67 May Fuel FUEL-CEO 2018 Chev Col VEHICLE FUEL-17 FORD EXP ADM VEHICLE FUEL-17 FORD EXP PD VEHICLE FUEL-18 Dodge Ram VEHICLE FUEL-19 SUV FORD VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL-18 CHEV COLO				
22.16 1220770 53710 2702 79.55 1440110 53710 4109 559.89 1440110 53710 4108 426.65 1440110 53710 4110 585.91 1440110 53710 4111 180.46 1440330 53710 87.47 6010100 53710 22.16 1220660 53710 2702				
CHECK 311307 TOTAL:				1,964.25
311308 06/17/2019 PRTRD Invoice: 01112604	06/06/2019	API1971	API1971	5,305.50
2291 G F JOHNSTON & ASSOCIATES LLC				
Rt 198 MPI-2 ts Construction				
5,305.50 3000050 57710				
CHECK 311308 TOTAL:				5,305.50
311309 06/17/2019 PRTRD Invoice: 9185693422	05/23/2019	API1971	API1971	680.81
254 GRAINGER				
Truck cleaner, tire gauges, etc. GENERAL SUPPLIES				
680.81 1440330 53110				
CHECK 311309 TOTAL:				680.81







06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 17  
apcshdsb

CASH ACCOUNT: 100  
CHECK NO CHK DATE

10100  
TYPE VENDOR NAME

Ckg-BH General Fund 8066

INVOICE

INV DATE PO

WARRANT

INVOICE DTL DESC

NET

170.00

564.83

564.83

180.62

180.62

239,330.16

239,330.16

42.00

69.55

66.40

42.00

219.95

15.00

15.00

CHECK 311321 TOTAL:

06/04/2019 AP1971  
Mediation Service Union Contract  
CONSULTANT-ADMIN

CHECK 311322 TOTAL:

05/14/2019 AP1971  
SHOP CUT OFF BLADE AL  
GEN REPAIRS & MAINT

CHECK 311323 TOTAL:

05/28/2019 AP1971  
JUNE ASSESSMENT  
MD HIGH SCHOOL

CHECK 311324 TOTAL:

05/31/2019 AP1971  
Office water  
OFFICE SUPPLIES

05/31/2019 AP1971  
Drinking water for office and fire trucks  
OFFICE SUPPLIES

CHECK 311325 TOTAL:

05/10/2019 AP1971  
05/19 Cooler rental, water delivery  
OFFICE SUPPLIES

05/31/2019 AP1971  
spring water  
OFFICE SUPPLIES

CHECK 311326 TOTAL:

05/29/2019 AP1971  
cancellation fee  
TRAINING

311322 06/17/2019 PRPD 424 MAINE LABOR RELATIONS BOARD 7128  
Invoice: 7128 564.83 1220900 54533

311323 06/17/2019 PRPD 1236 MAINE OXY/ SPEC AIR 31888997  
Invoice: 31888997 180.62 1550100 55400

311324 06/17/2019 PRPD 469 MDI REGIONAL SCHOOL 0619  
Invoice: 0619 239,330.16 1995100 59201

311325 06/17/2019 PRPD 502 MOUNT DESERT SPRING WATER 4929 0519  
Invoice: 4929 0519 42.00 1220110 53000

Invoice: 99440 0519 MOUNT DESERT SPRING WATER 99440 0519  
69.55 1440330 53000

Invoice: 26567 0519 MOUNT DESERT SPRING WATER 26567 0519  
66.40 1440800 53000

Invoice: 9498 0519 MOUNT DESERT SPRING WATER 9498 0519  
42.00 6010100 53000

311326 06/17/2019 PRPD 435 MAINE TOWN & CITY CLERKS ASSOCIAT 1000260522  
Invoice: 1000260522 15.00 1220220 54100

CASH ACCOUNT: 100	10100	Ckg-BH General Fund 8066	INVOICE	INVOICE DTL DESC	INVT DATE	PO	WARRANT	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
311327	06/17/2019	PRTD	2160 COASTAL AUTO PARTS	090610	05/29/2019		AP1971	14.48
	Invoice: 090610			14.48 1550100	55400		TR#6 MARKER LIGHTS GROMMETS AND PLUGS AL GEN REPAIRS & MAINT	
	Invoice: 090465		COASTAL AUTO PARTS	090465	05/29/2019		AP1971	92.30
				92.30 1550100	55400		SWEeper AIR FILTERS AL GEN REPAIRS & MAINT	
	Invoice: 090363		COASTAL AUTO PARTS	090363	05/28/2019		AP1971	74.78
				74.78 1550100	55400		BENS TRUCK U-JOINTS AL GEN REPAIRS & MAINT	
	Invoice: 090022		COASTAL AUTO PARTS	090022	05/28/2019		AP1971	2.43
				2.43 1550100	55400		TONY SUV HEADLIGHT BULB AL GEN REPAIRS & MAINT	
	Invoice: 089856		COASTAL AUTO PARTS	089856	05/28/2019		AP1971	210.17
				210.17 1550100	55400		SWEeper AIR FILTERS AL GEN REPAIRS & MAINT	
	Invoice: 089870		COASTAL AUTO PARTS	089870	05/28/2019		AP1971	67.38
				67.38 1550100	55400		BENS TRUCK U-JOINTS AL GEN REPAIRS & MAINT	
	Invoice: 088990		COASTAL AUTO PARTS	088990	05/24/2019		AP1971	15.98
				15.98 1550100	55400		TR#26 TRAILER LIGHT ADAPTER AL GEN REPAIRS & MAINT	
	Invoice: 087647		COASTAL AUTO PARTS	087647	05/22/2019		AP1971	151.87
				151.87 1550100	55400		TONY SUV REAR BRAKE PADS AND ROTORS AL GEN REPAIRS & MAINT	
	Invoice: 094502		COASTAL AUTO PARTS	094502	06/06/2019		AP1971	127.28
				127.28 1440110	55100 4109		Brake Caliper w/Hardware Chief's SUV VEHICLE REPAIR-17 FORD EXP ADM	
	Invoice: 094035		COASTAL AUTO PARTS	094035	06/05/2019		AP1971	148.67
				148.67 1440330	55100 4302		Oil/filters for E2 VEHICLE REPAIR-17 FI E2	
	Invoice: 093900		COASTAL AUTO PARTS	093900	06/05/2019		AP1971	129.87
				129.87 1440330	55100 4301		Oil/filters for L1 VEHICLE REPAIR-09 Ferrara L1	
	Invoice: 093719		COASTAL AUTO PARTS	093719	06/04/2019		AP1971	289.00
				289.00 1440330	55100 4306		Oil/filters for E6 VEHICLE REPAIR-13 Ferrara E6	
	Invoice: 093707		COASTAL AUTO PARTS	093707	06/04/2019		AP1971	277.85
				277.85 1440330	55100 4304		Oil/filters for E4 VEHICLE REPAIR-06 SMEAL E4	



06/13/2019 13:51  
69051you

Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 19  
apcsdhsb

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE INVOICE INV DATE PO WARRANT NET

INVOICE DTL DESC

Invoice: 093718	COASTAL AUTO PARTS	093718	06/04/2019	AP1971	134.20
	Oil/filters for T5	55100 4305	VEHICLE REPAIR-12 Ferrara T5		
Invoice: 093714	COASTAL AUTO PARTS	093714	06/04/2019	AP1971	167.83
	Oil/filters for A1	55100 4310	VEH RPR-07 GMC A1		
	CHECK		311327 TOTAL:		1,904.09
311328 06/17/2019 PRD	565 PERMA-LINE CORP OF NE	174055	05/20/2019	AP1971	81.15
Invoice: 174055		53331	Dumpster signs ts		
			STREET SIGNS		
Invoice: 174062	PERMA-LINE CORP OF NE	174062	05/20/2019	AP1971	672.45
		53331	Dumster signs ts		
			STREET SIGNS		
	CHECK		311328 TOTAL:		753.60
311329 06/17/2019 PRD	2579 MAYNARD L PETTEE		06/10/2019	AP1971	243.27
Invoice: REFUND OVERPAYMENT		20030	REFUND OVERPAYMENT RE#40002198		
			TAX CREDIT BALANCES PAYABLE		
	CHECK		311329 TOTAL:		243.27
311330 06/17/2019 PRD	1467 S&J FUEL SERVICES LLC	3767	05/21/2019	AP1971	425.00
Invoice: 3767		55400	ANNUAL INSPECTION BJ		
			GEN REPAIRS & MAINT		
	CHECK		311330 TOTAL:		425.00
311331 06/17/2019 PRD	642 SALSBUARY HARDWARE INC	335555	05/31/2019	AP1971	146.29
Invoice: 335555		55400	GRASS SEED BJ		
			GEN REPAIRS & MAINT		
	CHECK		311331 TOTAL:		146.29
311332 06/17/2019 PRD	1542 SARGENT CORPORATION	26706-6	05/21/2019	AP1971	2,500.00
Invoice: 26706-6		24560	Bracy Cove PS retainage bal.now = 0 TS		
			Retainage Payable		
	CHECK		311332 TOTAL:		2,500.00





CASH ACCOUNT: 100  
CHECK NO CHK DATE TYPE VENDOR NAME Ckg-BH General Fund 8066 INVOICE

INVOICE DTL DESC INV DATE PO WARRANT NET

311333 06/17/2019 PRD 784 SEACOAST SECURITY INC 593723 AP1971 132.00  
 Invoice: 593723 132.00 1440330 54820 Sttion 3 alarm monitoring  
 FIRE ALARM MAINT CHECK 311333 TOTAL: 132.00

311334 06/17/2019 PRD 1717 DENNIS L SMITH 07012018-06302020 AP1971 360.00  
 Invoice: 07012018-06302020 180.00 1440110 57100 Radio Equip Energy July 1, 2018 - June 30, 2020  
 EQUIPMENT Prepaid Expenses 180.00 100 18100 CHECK 311334 TOTAL: 360.00

311335 06/17/2019 PRD 1182 SOMATEX INC 25677-1 AP1971 846.00  
 Invoice: 25677-1 846.00 1550552 54260 Annual Crane/Hoist Inspection for WWTP/PS-EM  
 TECHNICAL SVCS CHECK 311335 TOTAL: 846.00

311336 06/17/2019 PRD 874 STAPLES CREDIT PLAN 2295910621 AP1971 119.57  
 Invoice: 2295910621 119.57 1440330 53000 431 Keurig, Post It notes  
 OFFICE SUPPLIES-S1 NEH CHECK 311336 TOTAL: 119.57

Invoice: 2284634881 2284634881 AP1971 25.52  
 STAPLES CREDIT PLAN Index cards, office paper  
 OFFICE SUPPLIES

Invoice: 2285191591 2285191591 AP1971 31.99  
 STAPLES CREDIT PLAN Coffee Supplies  
 OFFICE SUPPLIES

Invoice: 2294498081 2294498081 AP1971 327.40  
 STAPLES CREDIT PLAN 3 hole punch, receipt tape, folder pocket  
 OFFICE SUPPLIES

Invoice: 2294500381 2294500381 AP1971 32.28  
 STAPLES CREDIT PLAN Bubble Wrap, Envelopes  
 OFFICE SUPPLIES

Invoice: 2295023331 2295023331 AP1971 19.69  
 STAPLES CREDIT PLAN Pens  
 OFFICE SUPPLIES CHECK 311336 TOTAL: 556.45



06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 21  
apcsdhsb

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

INVOICE DATE PO WARRANT NET

INVOICE DTL DESC

311337	06/17/2019	PRTD	725	TRANSCO BUSINESS TECHNOLOGIES	IN1941893	06/05/2019	API1971		48.49
	Invoice:	IN1941893						Copier and Printer Maintenance COPIER LEASE	
			48.49	1221000	55320			CHECK 311337 TOTAL:	48.49
311338	06/17/2019	PRTD	2556	TSI INCORPORATED	91105936	05/23/2019	API1971		739.32
	Invoice:	91105936						Cleaning, calibration of Porta-Count GEN REPAIRS & MAINT	
			739.32	1440330	55400			CHECK 311338 TOTAL:	739.32
311339	06/17/2019	PRTD	1737	TIME WARNER CABLE (USE REMIT 1)	854714801060219	06/02/2019	API1971		317.63
	Invoice:	854714801060219						Internet Fire Station # 2 CABLE/INTERNET-FIRE ST#2 SH	
			317.63	1221000	55150 1737			CHECK 311339 TOTAL:	317.63
311340	06/17/2019	PRTD	1616	TIME WARNER CABLE (USE REMIT 1)	713662701060319	06/03/2019	API1971		324.50
	Invoice:	713662701060319						Internet Fire Station # 3 CABLE/INTERNET-FIRE ST#3 SV	
			324.50	1221000	55150 1616			CHECK 311340 TOTAL:	324.50
311341	06/17/2019	PRTD	1370	TIME WARNER CABLE (USE REMIT 1)	719743901052819	05/28/2019	API1971		244.93
	Invoice:	719743901052819						time warner CABLE/INTERNET	
			244.93	6010100	55150			CHECK 311341 TOTAL:	244.93
311342	06/17/2019	PRTD	1773	TIME WARNER CABLE (USE REMIT 1)	859562901053119	05/31/2019	API1971		409.99
	Invoice:	859562901053119						Internet Highway Garage CABLE/INTERNET-HGWY GAR	
			409.99	1221000	55150 1773			CHECK 311342 TOTAL:	409.99
311343	06/17/2019	PRTD	2510	TIME WARNER CABLE (USE REMIT 1)	713240201053019	05/30/2019	API1971		55.00
	Invoice:	713240201053019						Communications Tower Beech Hill CABLE/INTERNET-POLICE DEPT	
			55.00	1221000	55150 1771			CHECK 311343 TOTAL:	55.00

CASH ACCOUNT: 100 CASH ACCOUNT: 100  
CHECK NO CHK DATE TYPE VENDOR NAME Ckg-BH General Fund 8066 INVOICE INVOICE INVOICE DTL DESC INV DATE PO WARRANT NET

311344	06/17/2019	PRTD	2511	TIME WARNER CABLE	(USE REMIT 1)	715785501052319	05/23/2019	AP1971	30.00
Invoice: 715785501052319 Communications Joy Rpad Tower CABLE/INTERNET-POLICE DEPT 30.00 1221000 55150 1771									
CHECK 311344 TOTAL: 30.00									
311345	06/17/2019	PRTD	2512	TIME WARNER CABLE	(USE REMIT 1)	715785601052319	05/23/2019	AP1971	55.00
Invoice: 715785601052319 Communications Tower OC CABLE/INTERNET-POLICE DEPT 55.00 1221000 55150 1771									
CHECK 311345 TOTAL: 55.00									
311346	06/17/2019	PRTD	1693	TIME WARNER CABLE	(USE REMIT 1)	697540001060319	06/03/2019	AP1971	374.99
Invoice: 697540001060319 Internet NEH WWTP CABLE/INTERNET-NEH WWTP 374.99 1221000 55150 1693									
CHECK 311346 TOTAL: 374.99									
311347	06/17/2019	PRTD	737	UNIFIRST CORP		0272677053	06/05/2019	AP1971	116.60
Invoice: 0272677053 WW Uniforms-EM UNIFORMS 116.60 1550552 53800									
CHECK 311347 TOTAL: 116.60									
311348	06/17/2019	PRTD	748	VIKING INC		3546802	05/30/2019	AP1971	164.53
Invoice: 3546802 culvert b GEN REPAIRS & MAINT 164.53 1550100 55400									
CHECK 311348 TOTAL: 164.53									



06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 23  
apcshdsb

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10100  
TYPE VENDOR NAME

Ckg-BH General Fund 8066

INVOICE

INV DATE PO

WARRANT

NET

INVOICE DTL DESC

311349 06/17/2019 PRTD Invoice: 63176069	760 F W WEBB COMPANY	63176069	05/23/2019	AP1971	125.17
			PIPE AND FITTING FOR POOL BJ GEN REPAIRS & MAINT		
		125.17 1552500 55400	CHECK 311349 TOTAL:		125.17
311350 06/17/2019 PRTD Invoice: 222303	773 WINTERPORT BOOT SHOP	222303	05/08/2019	AP1971	114.95
		114.95 1440110 53800	Chief - boots returned UNIFORMS		
		154.99 1440110 53800	CHECK 311350 TOTAL:		269.94
Invoice: 222979	WINTERPORT BOOT SHOP	222979	05/25/2019	AP1971	154.99
			Boots - Payson UNIFORMS		
311351 06/17/2019 PRTD Invoice: 134908	2575 GARNET S. JOHNSON	134908	05/30/2019	AP1971	350.00
		350.00 6010100 55226	fix seat on launch boat BOAT REPAIRS-LAUNCH		
			CHECK 311351 TOTAL:		350.00
		NUMBER OF CHECKS 96	*** CASH ACCOUNT TOTAL ***		783,081.10
		TOTAL PRINTED CHECKS 76	COUNT	AMOUNT	
		TOTAL EFT'S 20			678,544.61
					104,536.49
		*** GRAND TOTAL ***			783,081.10

06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 24  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: 69051you

YEAR PER JNL

SRC ACCOUNT	EFF DATE	JNL DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 100-20000	06/17/2019	AP1971	LLY				Accounts Payable		624,375.94	
APP 100-10100	06/17/2019	AP1971	LLY				AP CASH DISBURSEMENTS JOURNAL AP CASH General Fund 8066			783,081.10
APP 300-20000	06/17/2019	AP1971	LLY				Accounts Payable		157,278.91	
APP 600-20000	06/17/2019	AP1971	LLY				AP CASH DISBURSEMENTS JOURNAL Accounts Payable		1,398.39	
APP 200-20000	06/17/2019	AP1971	LLY				AP CASH DISBURSEMENTS JOURNAL Accounts Payable		27.86	
							GENERAL LEDGER TOTAL		783,081.10	783,081.10
APP 100-35030	06/17/2019	AP1971	LLY				DTF-CAP IMP		157,278.91	
APP 300-35010	06/17/2019	AP1971	LLY				DT Gen fund			157,278.91
APP 100-35060	06/17/2019	AP1971	LLY				DT-MARINA		1,398.39	
APP 600-35010	06/17/2019	AP1971	LLY				DT Gen fund			1,398.39
APP 100-35020	06/17/2019	AP1971	LLY				DTF-SPEC REV		27.86	
APP 200-35010	06/17/2019	AP1971	LLY				DT Gen fund			27.86
							SYSTEM GENERATED ENTRIES TOTAL		158,705.16	158,705.16
							JOURNAL 2019/12/102 TOTAL		941,786.26	941,786.26

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100 General Fund	2019 12	102	06/17/2019	Ckg-BH General Fund 8066		783,081.10
100-10100				Accounts Payable	624,375.94	
100-20000				DTF-SPEC REV	27.86	
100-35020				DTF-CAP IMP	157,278.91	
100-35030				DT-MARINA	1,398.39	
100-35060				FUND TOTAL	783,081.10	783,081.10
200 Special Revenue	2019 12	102	06/17/2019	Accounts Payable	27.86	
200-20000				DT Gen fund		27.86
200-35010				FUND TOTAL	27.86	27.86
300 Capital Projects	2019 12	102	06/17/2019	Accounts Payable	157,278.91	
300-20000				DT Gen fund		157,278.91
300-35010				FUND TOTAL	157,278.91	157,278.91
600 Marina	2019 12	102	06/17/2019	Accounts Payable	1,398.39	
600-20000				DT Gen fund		1,398.39
600-35010				FUND TOTAL	1,398.39	1,398.39

06/13/2019 13:51  
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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

P 26  
apcshdsb

FUND	DUE TO	DUE FROM
100 General Fund	158,705.16	
200 Special Revenue		27.86
300 Capital Projects		157,278.91
600 Marina		1,398.39
TOTAL	158,705.16	158,705.16

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

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

**WARRANT AP# 1969**

CHECK DATE: June 5, 2019

CHECK NUMBER:	<u>311268</u>	through	<u>311270</u>	\$ <u>7,515.96</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	Electronic payments
EFT NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 7,515.96

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

James F Mooers



## Kathi Mahar

---

**From:** Matt Hart <matt@theneighborhoodhouse.com>  
**Sent:** Tuesday, June 04, 2019 4:29 PM  
**To:** Kathi Mahar  
**Subject:** Re: 2nd Request: Warrant AP#1969 State Fees/Payroll Benefits Approval Request

I approve AP Warrant #1969.

Thanks!  
-Matt

### Matthew Hart

Community Relations Director  
The Neighborhood House | 207-276-5039  
End of Main Street | Northeast Harbor, ME

**From:** Kathi Mahar <treasurer@mtdesert.org>  
**Date:** Tuesday, June 4, 2019 at 4:25 PM  
**To:** John Macauley <jbmacauley3@gmail.com>, "Martha Dudman (martha.dudman@gmail.com)" <martha.dudman@gmail.com>, Matt Hart <matt@theneighborhoodhouse.com>, Rick Mooers <rmooers@mtdesert.org>  
**Subject:** 2nd Request: Warrant AP#1969 State Fees/Payroll Benefits Approval Request

**From:** Kathi Mahar  
**Sent:** Monday, June 03, 2019 4:40 PM  
**To:** John Macauley; Martha Dudman (martha.dudman@gmail.com); Matt Hart; Rick Mooers (rmooers@mtdesert.org)  
**Subject:** Warrant AP#1969 State Fees/Payroll Benefits Approval Request

Good afternoon!

Attached is Accounts Payable Warrant # 1969 (for Payroll and/or State Fees) in the amount of \$ 7,515.96 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# 1970**

CHECK DATE: June 12, 2019

CHECK NUMBER: <u>311271</u>	through	<u>311275</u>	\$ <u>48,384.72</u>	Check payments
CHECK NUMBER: <u>N/A</u>	through	<u>N/A</u>	\$ -	Electronic payments
EFT NUMBER: <u>N/A</u>	through	<u>N/A</u>	\$ -	ACH Payments
EFT or CK NUMBER: <u>N/A</u>	through	<u>N/A</u>	\$ -	Voided Checks

TOTAL DISBURSEMENTS: \$ 48,384.72

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

Selectmen:

John B Macauley, Chairman Martha T Dudman

Matthew J Hart, Vice Chairman James F Mooers

TOWN OF MOUNT DESERT  
PAYROLL WARRANT

WARRANT PR# 1925

CHECK DATE: June 14, 2019

ADVICE NUMBERS: 9827 through 9875  
CHECK NUMBERS: 64290 through 64309

TOTAL DISBURSEMENTS: \$ 111,314.64

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

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

James F Mooers

**Kathi Mahar**

---

**From:** John Macauley <jbmacauley3@gmail.com>  
**Sent:** Wednesday, June 12, 2019 10:27 AM  
**To:** Kathi Mahar  
**Subject:** Re: Warrant AP#1970 & PR#1925 Approval Request

Approved

On Wed, Jun 12, 2019 at 10:17 AM Kathi Mahar <[treasurer@mtdesert.org](mailto:treasurer@mtdesert.org)> wrote:

Good morning!

Attached are the following warrants for your approval:

Accounts Payable	#1970	total of	\$ 48,384.72
Payroll	#1925	total of	\$111,314.64

Please indicate your authorization to release the funds for these warrants by approving or rejecting.

I will “reply to all” when the first approval comes in so that you know that we have the one required email approval.

Thank you!

FYI - I will be sending out another payroll warrant on Thursday for approval – it is payment of the retroactive pay increases for the Bargaining Unit and Position Pay employees.

*Kathi*

Kathryn A Mahar, Treasurer

# Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Report # 13273

Check Batch: 5952  
 Check Header: (N/A)  
 Check Numbers: (First) - (Last)  
 Check Dates: (Earliest) - (Latest)  
 Cash Account Numbers: (First) - (Last)  
 Bank Account Code: (N/A)  
 Check Authorization Code: AP  
 Minimum Check Amount: \$0.00  
 Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
5952	18811	06/05/2019	1084	ACADIA FUEL, LLC	0.00	5,480.00
	18812	06/05/2019	1160	AMAZON <i>May Charges</i>	0.00	2,404.38
	18813	06/05/2019	1215	AOS #91 <i>Oppewall Bc/Bs 60%</i>	0.00	10,966.42
	18814	06/05/2019	1374	ATLANTIC BEHAVIOR SERVICES <i>Consult</i>	0.00	375.00
	18815	06/05/2019	1452	BAKER, MARIAH <i>Staff Truck</i>	0.00	272.03
	18816	06/05/2019	1525	BAR HARBOR SCHOOL DEPARTMENT, TOWN OF <i>Asbestos Admin 2nd/2</i>	0.00	250.00
	18817	06/05/2019	1700	BLICK ART MATERIALS	0.00	850.87
	18818	06/05/2019	1975	CARDMEMBER SERVICE <i>April + May Charges</i>	0.00	3,794.52
	18819	06/05/2019	2300	CLEAN-O-RAMA	0.00	883.76
	18820	06/05/2019	2305	CMD POWERSYSTEMS, INC. <i>Generator Annual Services</i>	0.00	300.00
	18821	06/05/2019	2750	CROWN TROPHY 128 LLC	0.00	119.45
	18822	06/05/2019	3040	DAVID FRENCH MUSIC COMPANY	0.00	169.96
	18823	06/05/2019	3235	DIFFERENT ROADS TO LEARNING	0.00	135.40
	18824	06/05/2019	3300	DISCOVERING KIDS CONSULTATION <i>Consult</i>	0.00	434.53
	18825	06/05/2019	3489	DR. CANDICE M. BRAY, INC. <i>Consult</i>	0.00	477.50
	18826	06/05/2019	3525	DRUMMOND, WOODSUM <i>La gal</i>	0.00	55.00
	18827	06/05/2019	3577	DUNBAR, SARAH <i>Reimb partbooks</i>	0.00	168.80
	18828	06/05/2019	4148	EMC PUBLISHING, LLC	0.00	199.00
	18829	06/05/2019	4152	EMERA MAINE	0.00	3,102.94
	18830	06/05/2019	4180	F.T. BROWN CO. <i>April Charges</i>	0.00	295.33
	18831	06/05/2019	4365	G T OUTHOUSES, LLC	0.00	95.00
	18832	06/05/2019	4450	GRAVES, HEATHER <i>Mileage</i>	0.00	179.22
	18833	06/05/2019	4570	GREENWAY EQUIPMENT SALES	0.00	80.86
	18834	06/05/2019	4110	HAMMOND LUMBER CO/BBS	0.00	51.55
	18835	06/05/2019	4830	JARVIS, BECKY	0.00	39.21
	18836	06/05/2019	5284	KELLEY, PATRICIA	0.00	60.25
	18837	06/05/2019	5400	LAKESHORE LEARNING MATERIALS <i>Books</i>	0.00	171.35
	18838	06/05/2019	5405	LAMBERT, CYNTHIA <i>Reimb Supplies</i>	0.00	76.30

# Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	18839	06/05/2019	6180	MDES - GENERAL FUND/STUDENT ACTIVITY		5,966.56
	18840	06/05/2019	6205	MDI REGIONAL SCHOOL DISTRICT	0.00	784.57
	18841	06/05/2019	6225	MECHANICAL SERVICES, INC. <i>maintenace Agreement</i>	0.00	3,599.88
	18842	06/05/2019	6600	NCS PEARSON INC. <i>Speech Supplies</i>	0.00	798.95
	18843	06/05/2019	6785	NORTHCENTER FOODS	0.00	7,072.27
	18844	06/05/2019	6865	NSO - NURSES SERVICE ORGANIZATION	0.00	111.00
	18845	06/05/2019	6910	OPPEWALL, ELIZABETH <i>PT</i>	0.00	1,483.75
	18846	06/05/2019	6931	ORIGINAL PIZZA	0.00	534.80
	18847	06/05/2019	6938	OTELCO <i>phone</i>	0.00	280.27
	18848	06/05/2019	7165	PHILBROOK, AMY <i>mileage</i>	0.00	203.00
	18849	06/05/2019	7166	PHILBROOK, KATHERINE <i>Speech Therapy</i>	0.00	390.00
	18850	06/05/2019	7167	PHONAK, LLC <i>Replacement Part</i>	0.00	100.00
	18851	06/05/2019	7180	PINE STATE ELEVATOR CO. <i>Service Contract</i>	0.00	214.57
	18852	06/05/2019	7187	PINE TREE FOOD EQUIPMENT <i>Dishwasher Repair</i>	0.00	245.16
	18853	06/05/2019	7218	PIONEER VALLEY BOOKS	0.00	40.70
	18854	06/05/2019	7463	QUILL CORP. <i>Supplies</i>	0.00	1,471.72
	18855	06/05/2019	7463	QUILL CORP.	0.00	0.00
	18856	06/05/2019	7835	SALSBURY HARDWARE INC <i>Garden Greenhouse Supplies</i>	0.00	125.06
	18857	06/05/2019	7885	SARGENT, LEON <i>Cellphones</i>	0.00	100.00
	18858	06/05/2019	7940	SCHOLASTIC, INC. <i>Supplies</i>	0.00	98.10
	18859	06/05/2019	8025	SCHOOL SPECIALTY/CLASSROOM DIRECT <i>Supplies</i>	0.00	365.54
	18860	06/05/2019	8141	SENIOR WOOLY, INC. <i>Yrly Subscription</i>	0.00	45.00
	18861	06/05/2019	8232	SIGNET ELECTRONIC SYSTEMS, INC <i>Repair Transmitter</i>	0.00	520.00
	18862	06/05/2019	4825	SOMES-MEYNELL WILDLIFE SANCTUARY <i>Frozen Classroom</i>	0.00	200.00
	18863	06/05/2019	8455	ST. DENIS, KATE <i>mileage</i>	0.00	113.10
	18864	06/05/2019	8749	THE KIMBALL SHOP <i>Knife</i>	0.00	99.90
	18865	06/05/2019	8815	TRACY'S PAINT SHOP <i>Paint</i>	0.00	75.00

Totals:

0.00      \$56,527.62



# Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
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WARRANT # 12

DATE: 6/5/19

*Charles Wray*  
 SUPERINTENDENT  
 ED.D. 05 June 2019

DocuSigned by:  
 Charles Wray  
 FINANCE OFFICER  
 958BC5B7F7DA4E2...

DocuSigned by:  
 Heather Jones  
 FINANCE OFFICER  
 83BD1-072984F477...

FINANCE OFFICER

DocuSigned by:  
*[Signature]*  
 FINANCE OFFICER  
 6688A6939F84C9...

DocuSigned by:  
*[Signature]*  
 FINANCE OFFICER  
 258E71BC7A0C460...

FINANCE OFFICER

55 Checks Listed.

# Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 13285

Include Authorization Codes: Yes  
Batch: 5953  
Check Dates: (Earliest) - (Latest)  
Cash Account Number:  
Minimum Check Amount: \$0.00  
Sorted By: Check Number

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
	06/07/2019	STAT	TREASURER, STATE OF MAIN		3,042.00	3,042.00	0.00	0.00	
	06/07/2019	IRS	INTERNAL REVENUE SERVIC		11,248.51	11,248.51	0.00	0.00	
44352	06/07/2019	280	SUSAN J. ARIPOTCH	1	1,066.56	898.74	0.00	898.74	
44353	06/07/2019	458	KATHERINE W. CHAPLIN	1	200.00	184.70	0.00	184.70	
44354	06/07/2019	431	MARSHA L. FAIR	1	80.00	73.88	0.00	73.88	
44355	06/07/2019	320	TODD J. GRAHAM	1	300.00	277.05	0.00	277.05	
44356	06/07/2019	101	HEATHER D. JONES	1	200.00	184.70	0.00	184.70	
44357	06/07/2019	263	TERESA L. KING-LECLAIR	1	200.00	184.70	0.00	184.70	
44358	06/07/2019	190	ROBERT C. MACLEOD JR.	1	448.14	378.86	0.00	378.86	
44359	06/07/2019	468	WARREN L. MURRAY	1	450.00	415.57	0.00	415.57	
44360	06/07/2019	429	IAN SCHWARTZ	1	160.00	146.38	0.00	146.38	
44361	06/07/2019	143	CHARLES G. WRAY	1	200.00	184.70	0.00	184.70	
44362	06/07/2019	149	MARIAH D. BAKER	1	1,729.07	1,395.08	1,395.08	0.00	
44363	06/07/2019	311	LAURA-JEAN BEAL	1	2,134.46	1,534.16	1,534.16	0.00	
44364	06/07/2019	11	KELLY S. BEAULIEU	1	2,331.11	1,533.07	1,533.07	0.00	
44365	06/07/2019	463	RENE L. BECKER	1	1,412.80	1,036.72	1,036.72	0.00	
44366	06/07/2019	266	JULIANNA R. BENNOCH	1	2,392.65	1,655.62	1,655.62	0.00	
44367	06/07/2019	333	RHODA J. BURKE	1	1,210.46	845.19	845.19	0.00	
44368	06/07/2019	314	ANDREW J. CARLSON	1	1,511.53	1,127.74	1,127.74	0.00	
44369	06/07/2019	462	JACQUELINE E A CARPENTER	1	1,480.76	1,079.54	1,079.54	0.00	
44370	06/07/2019	18	JANICE P. CARROLL	1	1,194.02	847.47	847.47	0.00	
44371	06/07/2019	248	ROBERT P. CHAPLIN	1	160.00	156.30	156.30	0.00	
44372	06/07/2019	337	AMBER G. CHARRON	1	1,947.42	1,415.12	1,415.12	0.00	
44373	06/07/2019	21	LARRY A. COLE	1	1,414.40	572.15	572.15	0.00	
44374	06/07/2019	26	BRIAN R. COTE	1	2,352.76	1,631.56	1,631.56	0.00	
44375	06/07/2019	91	JUDITH CULLEN	1	1,800.84	1,383.00	1,383.00	0.00	
44376	06/07/2019	69	EMILY N. DAMON	1	1,692.80	1,201.00	1,201.00	0.00	
44377	06/07/2019	308	Gloria A. Delsandro	1	3,341.65	2,380.72	2,380.72	0.00	
44378	06/07/2019	229	JENNIFER G. DUNBAR	1	931.44	733.01	733.01	0.00	
44379	06/07/2019	43	SARAH R. DUNBAR	1	1,829.84	1,402.22	1,402.22	0.00	
44380	06/07/2019	52	WANDA J. FERNALD	1	2,189.69	1,395.55	1,395.55	0.00	
44381	06/07/2019	57	JASON W. FOUNTAINE	1	1,512.80	1,097.73	1,097.73	0.00	
44382	06/07/2019	329	ALEXANDER GARRETT	1	1,607.69	1,265.55	1,265.55	0.00	
44383	06/07/2019	63	HEATHER M. GRAVES	1	2,906.84	1,757.71	1,757.71	0.00	
44384	06/07/2019	65	GAYLE M. GRAY	1	2,427.53	1,674.84	1,674.84	0.00	
44385	06/07/2019	331	RUSSELL W. GRAY	1	742.32	656.69	656.69	0.00	
44386	06/07/2019	92	ABIGAIL A. HARMON	1	741.00	185.77	185.77	0.00	
44387	06/07/2019	244	KRISTIN D. HOLLEY	1	1,131.65	913.68	913.68	0.00	
44388	06/07/2019	313	ANDREA W. HOWELL	1	1,212.90	1,013.89	1,013.89	0.00	
44389	06/07/2019	293	Amy L. James	1	2,392.65	1,574.06	1,574.06	0.00	
44390	06/07/2019	90	REBECCA A. JARVIS	1	2,032.23	1,367.83	1,367.83	0.00	
44391	06/07/2019	312	BETHANY G. JOHNSON	1	1,287.00	950.72	950.72	0.00	
44392	06/07/2019	291	PATRICIA A. KELLEY	1	1,358.70	995.97	995.97	0.00	
44393	06/07/2019	335	CYNTHIA A. LAMBERT	1	1,698.18	1,506.74	1,506.74	0.00	
44394	06/07/2019	321	MAX E. MASON	1	1,033.83	837.99	837.99	0.00	
44395	06/07/2019	292	TARA MCKERNAN	1	2,070.00	1,485.80	1,485.80	0.00	
44396	06/07/2019	289	ELIZABETH M. MINOTT	1	1,162.24	881.14	881.14	0.00	
44397	06/07/2019	461	JANET NORDELUS	1	1,168.46	910.64	910.64	0.00	
44398	06/07/2019	193	HARVEY BRUCE NORWOOD	1	1,175.46	798.11	798.11	0.00	
44399	06/07/2019	237	JUSTIN B. NORWOOD	1	1,936.07	1,515.96	1,515.96	0.00	
44400	06/07/2019	464	MARY E. O'MEARA	1	40.00	36.94	36.94	0.00	
44401	06/07/2019	472	KELLY M. O'NEIL	1	997.88	899.44	899.44	0.00	
44402	06/07/2019	238	WENDELL L. OPPEWALL	1	1,292.65	732.33	732.33	0.00	
44403	06/07/2019	240	JEANNE C. OTT	1	2,562.15	1,766.78	1,766.78	0.00	



# Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 13285

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
44404	06/07/2019	301	Terry P. Paulos	1	1,011.92	684.88	684.88	0.00	
44405	06/07/2019	138	AMY Y. PHILBROOK	1	2,265.52	1,497.61	1,497.61	0.00	
44406	06/07/2019	275	JOELLE A. RUDDY	1	2,542.53	1,982.84	1,982.84	0.00	
44407	06/07/2019	74	LEON E. SARGENT	1	1,852.80	1,233.19	1,233.19	0.00	
44408	06/07/2019	120	KAREN L. SHARPE	1	2,727.13	1,632.89	1,632.89	0.00	
44409	06/07/2019	375	KATHLEEN C. ST DENIS	1	2,639.07	1,489.77	1,489.77	0.00	
44410	06/07/2019	334	EMILY P. STAPLES	1	1,162.59	829.09	829.09	0.00	
44411	06/07/2019	404	KERRY L. TAYLOR	1	2,596.50	1,864.93	1,864.93	0.00	
44412	06/07/2019	410	SUSAN Y. TRIPP	1	280.00	246.62	246.62	0.00	
44413	06/07/2019	459	SHANNON L. WESTPHAL	1	1,733.69	1,327.33	1,327.33	0.00	
44414	06/07/2019	448	JACQUELINE A. WHEATON	1	2,141.23	1,527.90	1,527.90	0.00	
44415	06/07/2019	307	LAUREN M. WHITE	1	1,166.20	856.77	856.77	0.00	
44416	06/07/2019	469	TIFFANY C. YARBROUGH	1	1,315.67	1,098.52	1,098.52	0.00	
					108,577.99	81,643.66	64,423.87	2,929.28	

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	10	2,929.28
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	55	64,423.87
	ACH Employee Credits	55	64,423.87
	ACH Employee Debits (Voids)	0	0.00
Deduction	Checks	0	0.00
	Voided Checks	0	0.00
	ACH Vendor Credits	0	0.00
	ACH Vendor Debits (Voids)	0	0.00
Taxes	EFTPS Payment - Debit	2	14,290.51

Mount Desert School Department  
PAYROLL WARRANT REGISTER

Report # 13285

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
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WARRANT # 25

DATE: JUN 07 PAID

*Marie Edward Goussie, Ed.D.*

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SUPERINTENDENT

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FINANCE OFFICER

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