

## Town of Mount Desert <br> Board of Selectmen

Agenda

## Regular Meeting

 TUESDAY, September 8, 2020Location: Zoom Meeting

## The regular meeting will begin immediately following the Executive Session.

I. Call to order at 4:00 p.m.

Public please hold comments until the BOS Chairman opens the agenda items for public comment
II. Executive Session
A. Pursuant to 1 M.R.S. § 405(6)(C) for acquisition of real property or economic development and matters where premature general public knowledge would clearly place the Town at a substantial disadvantage

## III. Minutes

A. Approval of minutes from August 17, 2020 meeting
IV. Appointments/Recognitions/Resignations

None presented.
V. Consent Agenda (These items are considered routine, and therefore, may be passed by the Selectmen in one blanket motion. Board members may remove any item for discussion by requesting such action prior to consideration of that portion of the agenda.)
A. Household Hazardous Waste and Universal Waste Collection Day - Saturday, September 26, 2020 at BOTH of the MDI High School Parking Lots
B. Annual Maine Revenue Services audit of assessments and ratio report
C. August 21, 2020 letter from Donald Cote regarding Long Pond dangers
D. Update on reopening the CRM plant from MRC Executive Director, Michael Carroll
E. Acadia Disposal District Audit FY ended June 30, 2020 and 2019
F. Hancock County Commissioners Minutes of August 4 and August 18, 2020

## VI. Selectmen's Reports

## VII. Unfinished Business

A. Consider extending the MDI Farmers' Market Public Space Special Event Permit \# 6-2020 Northeast Harbor Village Green; Thursdays 9am - noon through September 24, 2020
B. Authorize the issuance of a General Obligation Bond of the Town in a principal amount not to exceed $\$ 295,000.00$ at an interest rate of $2.09 \%$ and for a term of ten years
C. Execution of the bond document for the $\$ 295,000.00$ General Obligation Bond issued by Bar Harbor Bank \& Trust Company effective September 18, 2020
D. Northeast Harbor Village Center Improvements Project Cost Update

## VIII. New Business

A. Authorize Town Manager, Durlin Lunt, to sign and execute the following leases approved at the August 11, 2020 Town Meeting:

- Neighborhood House 2020 Agreement
- Chamber of Commerce 2020 Agreement
- Ticket Sales 2020 Agreements
- Seal Harbor Fisherman's Association Lease
B. Authorize Town Manager, Durlin Lunt, to sign the DOT agreement for Route 198 project approved at the August 11, 2020 Town Meeting
C. Consideration of retaining C.E. Bucklin \& Sons, Inc. for repair and/or replacement of approximately 800 to 900 linear feet of siding at the Seal Harbor fire station and authorize the Fire Chief use of up to $\$ 9,960.00$ from Fire Station Building Reserve, account \#404030024470, with a current unencumbered balance of $\$ 66,867.62$ to pay for these repairs
D. Request to Authorize a Public Space Special Event Application to Alissa M. Richards for a wedding scheduled September 19, 2020 - Suminsby Park
E. Request to Authorize a Public Space Special Event Application to Howie Montenko for a portrait shoot (Help Portrait MDI, LLC) scheduled October 3, 2020 - Seal Harbor Village Green
F. Request to Authorize a Public Space Special Event Application to William M. Hanley, Planning Board Chair for a Planning Board Public Hearing on Harold MacQuinn, Inc/Freshwater Stone and Brickwork, Inc Quarry scheduled September 30, 2020 - Northeast Harbor Village Green


## IX. Other Business

A. Such other business as may be legally conducted

## X. Treasurer's Warrants

A. Approve \& Sign Treasurer's Warrant AP2112 in the amount of $\$ 901,111.78$
B. Approve Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants AP2109, AP2110, AP 2111, PR2104, and PR2105 in the amounts of \$2,882.62, \$6,073.56, \$93,443.57, $\$ 116,719.40$, and $\$ 112,694.35$, respectively
C. Acknowledge Treasurer's School Board AP/Payroll Warrants 03 and 05 in the amounts of $\$ 87,053.05$ and $\$ 135,581.90$, respectively

## XI. Adjournment

The next regularly scheduled meeting is at 4:00 p.m., Monday, September 21, 2020 via Zoom Meeting.
The Town of Mount Desert is inviting you to a scheduled Zoom meeting. You can call in through any of the listed phone numbers or connect with a computer via the web link. You will need to enter the meeting ID to get access to the meeting.

Join Zoom Meeting
https://us02web.zoom.us/j/248566175?pwd=RmozZjBOVWhtUTQrRXR5QzFEZEEyQT09
Meeting ID: 248566175
Password: 919872
One tap mobile
+13126266799,,248566175\#,,,0\#,,919872\# US (Chicago)
+16468769923,,248566175\#,,,0\#,,919872\# US (New York)

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+1 3126266799 US (Chicago)
+16468769923 US (New York) +16699006833 US (San Jose)
+1301715 8592 US (Germantown) +1 253215 8782 US (Tacoma)
+1346248 7799 US (Houston)
Zoom security now requires a password on all zoom meetings, so the recurring BOS meeting now has a
password.
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MINUTES

# Town of Mount Desert <br> SelectBoard Meeting Minutes 

Organizational Meeting
Monday, August 17, 2020
Location: Zoom Meeting
This Meeting was held via remote access.
SelectBoard Members Present:
Chair John Macauley, Geoff Wood, Martha Dudman, Matt Hart
Public Officials Present:
Town Clerk Claire Woolfolk, Assessor Kyle Avila, Town Manager Durlin Lunt, Fire Chief Mike Bender

Members of the public were also in attendance.

## I. Call to order at 4:00 p.m.

Chair John Macauley called the Meeting to order at 4:00PM.

## II. Minutes

A. Approval of minutes from August 3, 2020 meeting

MOTION: Mr. Wood moved, with Ms. Dudman seconding, approval of the August 3, 2020 Minutes as presented.

VOTE:
Motion approved 4-0.

Geoff Wood: Aye
Martha Dudman: Aye

Matt Hart: Aye
Chair John Macauley: Aye
B. Amend minutes from April 6, 2020 to reflect:
A. Amend motion to correct AP2056 to AP2057 in the amount of \$149,718.64. MOTION: Mr. Mooers moved, with Ms. Dudman seconding, Approval and Signature of Treasurer's Warrant AP2056 AP2057 in the amount of \$149,718.64, as presented.
MOTION: Mr. Hart moved, with Ms. Dudman seconding, approval of the Amended Minutes as presented.

VOTE: Motion approved 3-0-1 (Wood in Abstention).

$$
\text { Matt Hart: Aye } 45
$$

Martha Dudman: Aye
46
B. Amend motion to add AP2056 in the amount of $\$ 90.00$.

MOTION: Mr. Mooers moved, with Mr. Hart seconding, Approval of Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants AP2054, AP2055, AP 2056, PR2020, and

> PR2021 in the amounts of \$2,176.50, \$536.00, \$90.00, \$106,147.53 and \$109,940.20, respectively, as presented.
> MOTION: Mr. Hart moved, with Ms. Dudman seconding, approval of the Amended Minutes as presented.

VOTE: Motion approved 3-0-1 (Wood in Abstention).

| Matt Hart: Aye | 10 | Geoff Wood: Abstains |
| :--- | :--- | :--- |
| Martha Dudman: Aye | 11 | Chair John Macauley: Aye |

## III. Appointments/Recognitions/Resignations

A. Consideration of appointment of Decatur French to the vacant Refuse Truck Driver position effective August 18, 2020 with a start date on or before September 8, 2020 at the current Refuse Truck Driver probationary rate of $\$ 19.45$ per hour increasing to the base rate of $\$ 20.47$ per hour after successful completion of the required six-month probationary period; said appointment being contingent on terms set forth in his offer letter from the Town and described in the Selectboard informational packet to be provided to them for their August 107, 2020 regular meeting
MOTION: Mr. Hart moved, with Ms. Dudman seconding, approval of the appointment of Decatur French to the vacant Refuse Truck Driver position effective August 18, 2020 with a start date on or before September 8, 2020 at the current Refuse Truck Driver probationary rate of $\$ 19.45$ per hour increasing to the base rate of $\$ 20.47$ per hour after successful completion of the required six-month probationary period; said appointment being contingent on terms set forth in his offer letter from the Town and described in the Selectboard informational packet to be provided to them for their August 17, 2020 regular meeting as presented.

VOTE: Motion approved 4-0.

| Matt Hart: Aye | 34 | Geoff Wood: Aye |
| :--- | :--- | :--- |
| Martha Dudman: Aye | 35 | Chair John Macauley: Aye |

B. Consideration of appointment of Ryan Bender, previously appointed earlier this summer to work for Harbormaster Lemoine at the harbors, as a Public Works Summer Helper, assisting with general public works duties as appropriate and assigned, retroactive to August 10, 2020 at a pay rate of $\$ 15.00$ per hour with wages to be paid him from the Building's \& Grounds and Parks \& Cemeteries Divisions of PW's appropriations budget line 1552500-51440, with the understanding his work for the harbor takes precedence over any he might be offered in PW's
MOTION: Mr. Hart moved, with Ms. Dudman seconding, appointment of Ryan Bender, previously appointed earlier this summer to work for Harbormaster Lemoine at the harbors, as a Public Works Summer Helper, assisting with general public works duties as appropriate and assigned, retroactive to August 10, 2020 at a pay rate of $\$ 15.00$ per hour with wages to be paid him from the Building's \& Grounds and Parks \& Cemeteries Divisions of PW's appropriations budget line 1552500-51440,with the understanding his work for the harbor takes precedence over any he might be offered in PW's as presented.

VOTE: Motion approved 4-0.

| Matt Hart: Aye | 5 |
| :--- | :--- |
| Martha Dudman: Aye | 6 |

5 Geoff Wood: Aye
6 Chair John Macauley: Aye
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. Department Reports: Highway, Wastewater, Treasurer- Permanent Trust FY 2020 and Investment Trust FY 2020
B. County of Hancock Warrant for election of Budget Advisory Committee Member(s)

MOTION: Mr. Hart moved, with Ms. Dudman seconding, approval of the Consent Agenda as presented.

VOTE: Motion approved 4-0.

| Matt Hart: Aye | 20 | Geoff Wood: Aye |
| :--- | :--- | :--- |
| Martha Dudman: Aye | 21 | Chair John Macauley: Aye |

## V. SelectBoard Reports

Ms. Dudman voiced her appreciation over how well Town Meeting went, and praised Assessor Kyle Avila's efforts in facilitating streaming the meeting.

## VI. Unfinished Business

A. Consider the continuation of Public Space Special Event Application - Backroads Tours - August 31, September 5, 7, 21, and 28, 2020, Northeast Harbor Village Green as conditionally approved earlier to implement suggestions by Chief Willis and Harbormaster Lemoine
Town Manager Durlin Lunt reported that both Police Chief Willis and Harbormaster John Lemoine were satisfied with the efforts of Backroads Tours to abide by the rules as set forth.

MOTION: Ms. Dudman moved, with Mr. Wood seconding, to allow the continuation of Public Space Special Event Application - Backroads Tours - August 31, September 5, 7, 21, and 28, 2020, Northeast Harbor Village Green as conditionally approved earlier to implement suggestions by Chief Willis and Harbormaster Lemoine as presented.

VOTE: Motion approved 4-0.
Martha Dudman: Aye $45 \quad$ Matt Hart: Aye

Geoff Wood: Aye 46
Chair John Macauley: Aye

## VII. New Business

A. Consider of granting a Utility Location Permit to G.F Johnston \& Associates, agent for Fred Van derGrift, for new sanitary sewer construction associated with a new home being built on Neighborhood Road, location as shown on Town tax maps as Map 25 Lot 012-000

Greg Johnston of G.F. Johnston \& Associates explained that the lot is adjacent to Graves Lane. A private sewer line is approximately 70 feet from the lot. Mr. Johnston is proposing the sanitary sewer line run parallel to the south side of the road, under a paved sidewalk, and connect to the private sewer.

MOTION: Mr. Hart moved, with Mr. Wood seconding, approval of a Utility Location Permit to G.F Johnston \& Associates, agent for Fred Van derGrift, for new sanitary sewer construction associated with a new home being built on Neighborhood Road, location as shown on Town tax maps as Map 25 Lot 012-000 as presented.

VOTE: Motion approved 4-0.

| Matt Hart: Aye | 15 | Martha Dudman: Aye |
| :--- | :--- | :--- |
| Geoff Wood: Aye | 16 | Chair John Macauley: Aye |

B. Authorize the purchase of after-market equipment for the new fire department utility vehicle in the amount not to exceed $\$ 21,800.00$ and authorize the Fire Chief to use funds from the Fire Department Equipment Reserve Account Number 4040300-24471 with a current unencumbered balance of approximately \$548,171.11to pay for the equipment as outlined in the Fire Chief's memo
It was noted this is equipment for the fire department utility vehicle recently purchased.
MOTION: Mr. Wood moved, with Mr. Hart seconding, the purchase of after-market equipment for the new fire department utility vehicle in the amount not to exceed $\$ 21,800.00$ and authorize the Fire Chief to use funds from the Fire Department Equipment Reserve Account Number 4040300-24471 with a current unencumbered balance of approximately $\$ 548,171.11$ to pay for the equipment as outlined in the Fire Chief's memo as presented.

VOTE: Motion approved 5-0.

| Geoff Wood: Aye | 36 | Martha Dudman: Aye |
| :--- | :--- | :--- |
| Mart Hart: Aye | 37 | Chair John Macauley: Aye |

## VIII. Other Business

A. Such other business as may be legally conducted

Town Clerk Claire Woolfolk reported that she was in the process of ordering a dropbox for November's election. The State will reimburse up to $80 \%$ of the cost of the purchase and shipping. Cost is estimated at $\$ 2,000.00$. The request for the purchase will be presented to the Board for approval in the near future.

## IX. Treasurer's Warrants

A. Approve \& Sign Treasurer's Warrant AP2108 in the amount of \$831,341.39 MOTION: Mr. Hart moved, with Ms. Dudman seconding, approval and signature of Treasurer's Warrant AP2108 in the amount of $\$ 831,341.39$ as presented.

VOTE: Motion approved 4-0.

$$
\begin{array}{lll}
\text { Matt Hart: Aye } & 5 & \text { Geoff Wood: Aye } \\
\text { Martha Dudman: Aye } & 6 & \text { Chair John Macauley: Aye }
\end{array}
$$

B. Approve Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants AP2106, AP2107, and PR103 in the amounts of $\$ 74,012.96, \$ 36,929.97$, and $\$ 114,676.24$, respectively
MOTION: Mr. Hart moved, with Ms. Dudman seconding, approval of signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants AP2106, AP2107, and PR103 in the amounts of $\$ 74,012.96, \$ 36,929.97$, and $\$ 114,676.24$, respectively as presented.

VOTE: Motion approved 4-0.

| Matt Hart: Aye | 19 | Geoff Wood: Aye |
| :--- | :--- | :--- |
| Martha Dudman: Aye | 20 | Chair John Macauley: Aye |

C. Acknowledge Treasurer's School Board AP/Payroll Warrants 02 and 04 in the amounts of $\$ 145,745.30$ and $\$ 66,541.95$, respectively
MOTION: Ms. Dudman moved, with Mr. Wood seconding, acknowledgement of
Treasurer's School Board AP/Payroll Warrants 02 and 04 in the amounts of \$145,745.30 and $\$ 66,541.95$, respectively as presented.

VOTE: Motion approved 4-0.

| Martha Dudman: Aye | 32 | Matt Hart: Aye |
| :--- | :--- | :--- |
| Geoff Wood: Aye | 33 | Chair John Macauley: Aye |

## X. Adjournment

MOTION: Mr. Wood moved, with Ms. Dudman seconding, adjournment.
VOTE: Motion approved 4-0.

$$
\begin{array}{ll}
\text { Geoff Wood: Aye } & 42 \\
\text { Martha Dudman: Aye } & 43
\end{array}
$$

The Meeting adjourned at 4:16PM.

Respectfully Submitted,

Wendy Littlefield, Secretary

Matt Hart: Aye
Chair John Macauley: Aye

## CONSENT AGENDA

## Acadia Disposal District

Household Hazardous Waste (HHW) and Universal Waste (UW) Collection Day
Saturday, September 26, 2020
BOTH of the MDI High School Parking Lots
Front parking lot for Universal Waste Rear parking lot for Household Hazardous Waste

## ALL PEOPLE DROPPING OFF MATERIALS ARE TO WEAR MASKS AND STAY IN THEIR

 VEHICLES DUE TO CV-19 CONCERNS: NO EXCEPTIONS!
## 10:00 AM-2:00 PM for General Public of MDI and other participating Towns

We attempt to limit wait times by moving people with just UW out of line and asking them to proceed directly to the UW vendor.


## Acceptable Materials classified as Household Hazardous Waste include:

All paint, Turpentine/Varnish/Stains
Paint remover \& strippers/Thinners
Transmission and brake fluids
Pool and Photo chemicals
Used antifreeze/Driveway sealer
Adhesives/solvents
Oven and drain cleaner
Fungicides/herbicides/pesticides
Battery acid and muriatic acid
Waste oil/gasoline/diesel, Linseed oil

## Acceptable Materials classified as Universal Waste include:

Rechargeable batteries
Fever and cooking thermometers
PCB ballasts
Lamps: high-pressure sodium, fluorescent, neon,
Mercury vapor and metal halide
Weather barometers; Blood pressure cuffs
TV's, Computer monitors, CPU's, printers/scanners

## There are more acceptable materials than those listed above!

## !!!If in doubt, please bring it and ask!!!

# ADD MDI Regional Collection: Household Hazardous Waste (HHW) \& Universal Waste (UW) 

## Information/Registration Form

NOTICE: All people attending the event are to wear masks and stay in their vehicles due to CV-19 concerns. No exceptions!

We are using BOTH MDI High School Parking Lots
Front parking lot for Universal Waste
Rear parking lot for Household Hazardous Waste
Saturday; September 26, 2020

## 10:00 AM-2:00 PM for General Public <br> Those with just UW will be asked to proceed directly to the UW vendor.

Town: $\qquad$ Name: $\qquad$

- Please put your vehicle in line and stay in your vehicle at all times.
- Trained employees of the waste collection companies will unload materials for you.
- If asked, be prepared to provide proof of town in which you reside.
- When possible, materials should be in original containers and sealed with labels still attached. Otherwise, close securely and clearly mark with name of contents.
- Transport the materials to the site in a tote or box (we will recycle both if you do not want it).
- If in doubt about a material, bring it and ask if we can accept it!!

This form entitles a resident from the Towns of: Cranberry Isles, Frenchboro, Lamoine, Mount Desert, Southwest Harbor, Tremont, Trenton, and Swans Island to bring reasonable, household-type amounts of household hazardous waste (HHW) and/or universal waste (UW) to the collection at no direct charge. The same applies for HHW for Bar Harbor residents EXCEPT Bar Harbor residents are not allowed to dispose of UW at this event - they are directed to their own UW facility.

- Representatives of the ADD and their vendors reserve the right to determine what a reasonable amount is. ADD and its vendors reserve the right to refuse material at their discretion.
- If you have QUESTIONS, call your town office for the name of an ADD director and contact information. Volunteers are appreciated. Please contact Chairman Tony Smith at 276-5743 to volunteer. Thank you.
!!NEVER MIX CHEMICALS!!

| Materials classified as HHW include: | Materials classified as UW include: |
| :--- | :--- |
| All paint | Rechargeable \& button batteries |
| Turpentine/ Varnish/ Stains | Fever and cooking thermometers |
| Transmission and brake fluids | Some gas appliances/chest freezers |
| Paint remover/ strippers/ thinners | PCB ballasts |
| Pool and photo chemicals | Weather barometers |
| Used antifreeze/ driveway sealer | Blood pressure cuffs |
| Adhesives/ solvents/ fertilizer | TV's |
| Oven and drain cleaner | Computer monitors/ CPU's (the box) |
| Fungicides/ herbicides/ pesticides | Lamps: high pressure sodium, metal |
| Battery acid and muriatic acid | halide, fluorescent \&, mercury vapor |
| Waste oil/ gasoline/ diesel | Mercury switches and devices |
| Linseed oil | Printers, scanners, copiers |
| Other | Other |

# TOWN OF MOUNT DESERT 

Assessing Office
P.O. BOX 24821 SEA STREET

NORTHEAST HARBOR, MAINE 04662
207-276-5531 FAX 207-276-3232
www.mtdesert.org

DATE: August 31, 2020
TO: Town Manager \& Board of Selectmen
FROM: Kyle Avila, Assessor
RE: Preliminary State Valuation \& Report of Assessment Review

## STATE ASSESSMENT RATIO STUDY \& PRELIMINARY STATE VALUATION:

Please find the enclosed 2021 preliminary state valuation report and corresponding sales ratio analysis from Maine Revenue Services. Analysis of sales that occurred during second half of 2018 and first half of 2019 suggest that assessed values in Mount Desert are 95\% of sale price, on average during that time-period. This ratio is the same as last year's assessment ratio of $95 \%$, indicating sale prices were steady. The statistical variation of individual ratios among the sales used in the study, known as the "Quality Rating", is at 15 which is also the same as last year's QR of 15 (a lower QR means less variation and more accurate assessments). State statute requires that the Quality Rating be below 20. The State's audit concludes that Mount Desert's assessments are in compliance with all State statutory requirements.

This data will be used to calculate the 2021 State Valuation (local total assessed value, equalized to $100 \%$ based on the assessed ratios). The proposed 2021 State valuation will be used in the calculation of Mount Desert's portion of County appropriations, school subsidies, and State Revenue sharing to be distributed in 2021.

Respectfully submitted,


Kyle Avila - CMA


JANET T. MILLS GOVERNOR

ADMINISTRATIVE \& FINANCIAL SERVICES
STATE OF MAINE
MAINE REVENUE SERVICES
P.O. BOX 9106 AUGUSTA, MAINE

04332-9106

KIRSTEN LC FIGUEROA COMMISSIONER

MAINE REVENUE SERVICES
JEROME D. GERARD EXECUTIVE DIRECTOR

March, 2020

Municipal Assessors and Chairman of the Board of Selectpersons:
RE: Preliminary 2021 State Valuation
Dear Municipal Officials):
Enclosed you will find a copy of the preliminary 2021 State Valuation report for your municipality as prepared by a field representative of the Property Tax Division. This valuation represents the full equalized value of all taxable property in the municipality as of April 1, 2019. Please note that these figures are preliminary and are being forwarded to you at this time in order to provide for your review and allow time for any contribution of additional comments and/or pertinent data.

The State Valuation is compiled by determining, through field work and meetings with local officials, the approximate ratio of full value on which local assessments are made, and by then adjusting the local assessed values in accordance with the Rules of Procedure Used to Develop State Valuation (08-125 Chapter 201). State Valuation is a mass appraisal estimate of the $100 \%$ market value of all taxable property of a municipality and is established annually by the State Tax Assessor. The enclosed report is comprised of five (5) parts: the Sales Ratio Analysis; BETE audit; State Valuation Analysis (PTF303.4); Report of Assessment Review, a three (3) year comparison (PTF303); and Report of Assessment Review, informational review (PTF303.2).

If after reviewing this report you find any errors or inconsistencies, need clarification or simply wish to discuss the report, please call the Property Tax Division at 624-5600 or fax your concerns to us at 287-6396. Alternatively, you may contact your area field representative from Maine Revenue Service, Property Tax Division directly for the purpose of discussing any additional information pertinent to the preliminary State Valuation.

The Proposed 2021 State Valuation Notice will be sent by certified mail on or before September 30, 2020.

Sincerely,
St T. Sally

Steven J. Sally, Supervisor, Municipal Services



## STATE VALUATION ANALYSIS



STATE OF MAINE Sales Ratio Analysis - 2021 State Valuation
Municipality: Mount Desert
2 Year - COMBINED STUDY

| Waighted Avg. = |
| :--- |
| Average Retlo $=$ |
| Avg。 Deviation = |
| Qualliy Rating = |

County:
Hancock (c)
 No

| 1 | $W$ | 7 | 2019 |
| ---: | :---: | :---: | :---: |
| 2 | $U$ | 6 | 2019 |
| 3 | $U$ | 10 | 2019 |
| 4 | $R$ | 10 | 2018 |
| 5 | $U$ | 8 | 2019 |
| 6 | $U$ | 6 | 2018 |
| 7 | $U$ | 7 | 2018 |
| 8 | $U$ | 11 | 2019 |
| 9 | $W$ | 9 | 2019 |
| 10 | $R$ | 8 | 2019 |
| 11 | $W$ | 7 | 2018 |
| 12 | $U$ | 9 | 2019 |


| 13 | $U$ | 10 | 2019 |
| :--- | :--- | :--- | :--- |
| 14 | $R$ | 12 | 2018 |


| 15 | $W$ | 4 | 2018 |
| :--- | :--- | :--- | :--- |
| 16 | $R$ | 7 | 2018 |
| 17 | $U$ | 8 | 2018 |


| 18 | $U$ | 8 | 2018 |
| :--- | :--- | :--- | :--- |
| 19 | $U$ | 1 | 2018 |
| 20 | $U$ | 8 | 2018 |


| 21 | $R$ | 8 | 2018 |
| :---: | :---: | :---: | :---: |
| 22 | $R$ | 6 | 2019 |
| 23 | $R$ | 10 | 2019 |


| 24 | $U$ | 1 | 2018 |
| :--- | :--- | :--- | :--- |
| 25 | $R$ | 9 | 2019 |
| 26 | $U$ | 4 | 2019 |


| 27 | $R$ | 7 | 2019 |
| :--- | :--- | :---: | :---: |
| 28 | $R$ | 9 | 2019 |
| 29 | $U$ | 10 | 2018 |


| $: 30$ | $U$ | 7 | 2019 |
| :--- | :--- | :--- | :--- |
| 31 | $R$ | 5 | 2018 |
| 32 | $R$ | 8 | 2019 |


| 33 | $W$ | 7 | 2018 |
| :--- | :--- | :--- | :--- |
| 34 | $R$ | 4 | 2019 |
| 35 | $R$ | 8 | 2018 |


| 36 | $R$ | 7 | 2019 |
| :--- | :--- | :--- | :--- |
| 37 | $W$ | 9 | 2019 |
| 38 | $R$ | 8 | 2018 |


| 39 | $R$ | 9 | 2018 |
| :--- | :--- | :--- | :--- |
| 40 | $W$ | 3 | 2019 |
| 41 | $R$ | 7 | 2018 |


| 41 | $R$ | 7 | 2018 |
| :--- | :--- | :--- | :--- |
| 42 | $R$ | 8 | 2018 |
| 43 | $R$ | 8 | 2018 |
| 44 | $R$ | 8 | 2019 |


| 45 | $U$ | 9 | 2019 |
| :---: | :---: | :---: | :---: |
| 46 | $R$ | 12 | 2019 |
| 47 | $W$ | 7 | 2019 |
| 48 | $U$ | 5 | 2019 |
| 49 | $R$ | 12 | 2018 |
| 50 | $W$ | 6 | 2018 |
| 51 | $R$ | 6 | 2018 |
| 52 | $R$ | 1 | 2019 |


| 53 | U | 12 | 2019 | 6996 | 664 | 30 | 27 |  | 271,000 | 276,400 | 1.02 | 7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 54 | W | 9 | 2019 | 6979 | 134 | 11 | 19.01 |  | 1,350,000 | 1,388,300 | 1.03 | 8 |
| 55 | R | 8 | 2018 | 6907 | 376 | 21 | 4.01 |  | 304,730 | 316,600 | 1.04 | 9 |
| 66 | R | 1 | 2018 | 6869 | 232 | 10 | 128 |  | 245,000 | 257,200 | 1.05 | 10 |
| 57 | R | 8 | 2018 | 6908 | 981 | 31 | 115 |  | 242,000 | 255,100 | 1.05 | 10 |
| 58 | W | 4 | 2018 | 6882 | 362 | 10 | 175 |  | 935,000 | 989,500 | 1.06 | 11 |
| '59. | W | 11 | 2018 | 6924 | 803 | 28 | 6 |  | 1,850,000 | 2,000,400 | 1.08 | 13 |
| 80 | U | 10 | 2019 | 6986 | 487 | 25 | 151 |  | 304,300 | 328,000 | 1.08 | 13 |
| 61 | R | 11 | 2019 | 6992 | 245 | 9 | 73 |  | 225,000 | 243,200 | 1.08 | 13 |
| 62 | U | 3 | 2019 | 6940 | 310 | 24 | 57 |  | 1,200,000 | 1,307,200 | 1.09 | 14 |
| 63 | R | 7 | 2019 | 6963 | 415 | 10 | 10.01 |  | 510,000 | 556,800 | 1.09 | 14 |
| 64 | R | 11 | 2018 | 6924 | 243 | 10 | 70 |  | 300,000 | 330,000 | 1.10 | 15 |
| 65 | R | 4 | 2019 | 6945 | 674 | 11 | 108.03 |  | 328,000 | 361,900 | 1.10 | 15 |
| 68 | W | 12 | 2019 | 6997 | 256 | 3 | 6.01 | Across St. Seal Harbor | 727,500 | 822,000 | 1.13 | 18 |
| 67 | R | 8 | 2018 | 6914 | 433 | 27 | 30 |  | 1,495,000 | 1,735,600 | 1.16 | 21 |
| 68 | U | 7 | 2019 | 6963 | 548 | 24 | 117 |  | 1,100,000 | 1,270,500 | 1.16 | 21 |
| 69 | W | 11 | 2018 | 6922 | 423 | 17 | 7 |  | 650,000 | 763,700 | 1.17 | 22 |
| 70 | U | 9 | 2019 | 6977 | 723 | 27 | 21.04 | Sinclair Rd. Condo | 610,000 | 715,700 | 1.17 | 22 |
| 71 | R | 5 | 2019 | 6951 | 18 | 10 | 138 |  | 189,000 | 222,700 | 1.18 | 23 |
| 72 73 | R | 1 | 2019 | 6935 | 157 | 19 | 40 |  | 550,000 | 667,600 | 1.21 | 26 |
| 73 74 | $R$ $U$ | 11 10 | 2018 | 6923 | 479 | 8 | 21 |  | 295,000 | 359,600 | 1.22 | 27 |
| 74 75 | R | 10 | 2019 | 6980 | 60 121 | 30 | 47 |  | 1,100,000 | 1,344,300 | 1.22 | 27 |
| 76 | w | 2 | 2019 | 6937 | 121 75 | 28 | 55 |  | 315,000 | 387,500 | 1.23 | 28 |
| 77 | W | 10 | 2018 | 6916 | 210 | 23 | 3 | Views | 2,800,000 | 3,505,500 | 1.25 | 30 |
| 78 | R | 4 | 2019 | 6947 | 610 | 10 | 112.05 |  | 3,300,000 | 4,148,200 | 1.26 | 31 |
| 79 | W | 9 | 2019 | 6979 | 60 | 24 | 136 | The Ledges | $1,300,000$ $2,750,000$ | $1,754,100$ $3,760,900$ | 1.35 1.37 | 40 |

## Business Equipment Tax Exemption Audit

Municipality: Mount Dosert
County: Hancock (c)

Munlelpal Valuation-2019

Date: 05/13-15/2020 via email
Municipal Official(s): Kyle Avila, Assessor

## 2021 Scato Valuatton

Yes No Comments)

1. Are application(s) available for inspection?
2. Are application(s) signed for/approved by the assessor?
3. Do the equipment date(s) of purchase and/or date(s) put in service meet BETE parameters?
4. Is the item description sufficient to reasonably determine eligibility under program guidelines?
5. Does the property qualify for BETE?
6. Are municipal depreciation schedules evident and uniformly employed? $\square$ $\square$
7. Is all BETE value incorporated in the tax commitment book, MVR and Tax Rate Calculation Form (including enhanced reimbursement forms when applicable)?
8. Is all qualified property adjusted by the municipal assessment ratio? $\square$

Additional Comments; The town's BETE administration is in good standing.
$\qquad$

## REPORT OF ASSESSMENT REVIEW



Board of Selectmen<br>C/O Durlin Lunt, Town Manager<br>Town of Mount Desert<br>POBox 248<br>Mount Desert ME 04660

RE: Possible Problems at Long Pond

## Dear Selectmen:

Since moving to Mount Desert in 1957 and finishing out my career as a Maine Game Warden in this area, I have witnessed many changes in the past 63 years, some of which give me reason for concern, that I feel a responsibility to bring to your attention.

Following are the two issues that trouble me the most, and I believe others may share my views.

1. The Town managed area at Long Pond has seen greatly increased use in recent years, both for swimming \& other watercraft uses. This in itself causes me the greatest concern, no doubt due to the drowning incident of the young boy near this location that I attended years ago. And, this took place when the boy was being watched over by loving adults. My point is that accidents happen. Now we have many young swimmers at this site - with no Lifeguard!
2. Secondly my other concern has to do with the same Town designated location on Long Pond, because the toilets are on the opposite side of the highway from the beach; and any child having to cross that very busy road has to dash out between parked cars and trucks, often where they should not park, and move fast to avoid the vehicles, often large trucks, that travel that area way beyond a safe speed.

Because it may now be impossible to hold a public hearing, l'd like to suggest that the Town encourage some kind of public input via mail letting the Selectmen know, of any others who are concerned with this existing danger that currently has the potential for a sad outcome.



September 03, 2020

## Dear MRC Members and Interested Parties:

As we head into the Labor Day weekend, we wanted to give you all a brief update on our path toward reopening the CRM plant.

The Receiver is continuing to manage the process of incoming proposals. Six entities have returned questionnaires and remain engaged. The Receiver has set a September 11,2020 deadline for all materials, including specific financial offers, to be provided.

We are satisfied with the timeline laid out by the Receiver and remain confident that a viable offer will be made.

We will keep you updated as the process continues, and we expect to schedule another MRC Town Hall meeting in late September.

The weather forecast currently is looking good for the entire long weekend - we hope you're able to relax and enjoy it safely with your families. (The MRC office will be closed on Monday, in observance of Labor Day.)

Sincerely,


Michael Carroll
Executive Director
MRC, Inc.

If you have any questions or comments, please share them with Executive Director Mike Carroll at (207) 664-1700 or execdirector@mrcmaine.org.

## Communications with Those Charged with Governance at the Conclusion of the Audit

August 10, 2020
To the Board of Directors
Acadia Disposal District
Mount Desert, Maine 04660
We have audited the statement of financial statements of the business-type activities of the Acadia Disposal District (the District) for the fiscal year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 15, 2020. Professional standards also require that we communicate to you the following information related to our audit.

## Significant Audit Findings

## Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended June 30, 2020. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of the capital asset depreciation is based on estimated useful lives of the assets at the date of construction or acquisition. We evaluated the key factors and assumptions used to develop the capital asset depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

## Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

## Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of managemerit. Management has corrected all such misstatements. None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

## Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

## Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 10, 2020.

## Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

## Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

## Restriction on Use

This information is intended solely for the information and use of the Members of the Board of Directors of the District, and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully Submitted,

## games W. Wadman, C.P.A.

James W. Wadman, C.P.A.

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BASIC FINANCIAL STATEMENTS
Government-wide Financial Statements
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REOUIRED SUPPLEMENTARY INFORMATION
IV Statement of Activities - Budget vs. Actual ..... 12

## CERTIFIED PUBLIC ACCOUNTANT

James W. Wadman, C.P.A. Ronald C. Bean, C.P.A.
Kellie M. Bowden, C.P.A.
Wanese L. Lynch, C.P.A.
Amy E. Atherton, C.P.A.

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Acadia Disposal District
Mount Desert, ME 04660

## Report on the Financial Statements

We have audited the accompanying comparative financial statements of the business-type activities of the Acadia Disposal District as of and for the fiscal years ended June 30, 2020 and 2019, including the related notes to the financial statements, as listed in the table of contents.

## Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

## Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Acadia Disposal District as of June 30, 2020 and 2019, and the changes in financial
position and cash flows, thereof for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Respectfully Submitted,
Vames W. Wadman, C.P.A.
James W. Wadman, C.P.A.
August 10, 2020

ACADIA DISPOSAL DISTRICT<br>Management's Discussion and Analvsis<br>For the Fiscal Year Ended June 30, 2020

The management of Acadia Disposal District (the District) offers readers of the District's financial statements this narrative overview and analysis of the financial activities of Acadia Disposal District for the fiscal year ended June 30, 2020. We encourage readers to consider this information in conjunction with the financial statements and accompanying notes that follow.

## FINANCIAL HIGHLIGHTS

## Government-wide Highlights:

Net Position - The assets of the District exceeded its liabilities at the fiscal year ending June 30, 2020 by $\$ 33,541$ (presented as "net position"). Of this amount, $\$ 33,422$ was reported as "unrestricted net position". Unrestricted net position represents the amount available to be used to meet the District's ongoing obligations to citizens and creditors.

Changes in Net Position - The District's total net position increased by $\$ 1,435$ (a $4.5 \%$ increase) for the fiscal year ended June 30, 2020.

## OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include two components: 1) government-wide financial statements, and 2) notes to the financial statements. This report also contains additional required supplementary information (budgetary comparison). These components are described below:

## Government-wide Financial Statements

The government-wide financial statements present the financial picture of the District from the economic resources measurement focus using the accrual basis of accounting and are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. The statement of net position includes all assets of the District (including infrastructure, if applicable) as well as all liabilities (including long-term debt, if applicable), with the difference between the two reported as net position. The statement of activities shows how the District's net position changed during the year, regardless of the timing of related cash flows. The government-wide financial statements can be found on pages 6-8 of this report.

## Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements. The notes to the financial statements can be found on pages 9-11 of this report.

## Required Supplementary Information

This section includes a budgetary comparison schedule. Required supplementary information can be found on page 12 of this report.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

|  | Total 2020 |  | Total 2019 |  |
| :--- | :---: | :---: | :---: | :---: |
| Current Assets | $\$ 33,422$ | $\$$ | 31,750 |  |
| Capital Assets, net | $\$$ | 119 | $\$$ | 356 |
| Total Assets | $\$ 33,541$ | $\$$ | 32,106 |  |
| Invested in Capital <br> Assets | $\$$ | 119 | $\$$ | 356 |
| Unrestricted Net Position | $\$$ | 33,422 | $\$$ | 31,750 |
| Total Net Position | $\$ 33,541$ | $\$$ | 32,106 |  |

## Changes in Net Position

The District's net position increased by $\$ 1,435$. This increase was primarily due to lower than expected recycling costs.

|  | Total 2020 |  | Total 2019 |  |
| :---: | :---: | :---: | :---: | :---: |
| Revenues; |  |  |  |  |
| Operating Costs | \$ | 12,100 | \$ | 12,100 |
| Recycling Income | \$ | 11,360 | \$ | 20,134 |
| Collection Costs | \$ | 21,141 | \$ | 16,723 |
| Interest | \$ | 4 | \$ | 7 |
| Total Revenues | \$ | 44,605 | \$ | 48,964 |
| Expenses; |  |  |  |  |
| Insurance | \$ | 1,812 | \$ | 1,938 |
| Recycling Costs | \$ | 13,111 | \$ | 26,235 |
| Collection Costs | \$ | 21,845 | \$ | 17,004 |
| Administrative | \$ | 4,574 | \$ | 4,584 |
| Professional | \$ | 1,590 | \$ | 5,103 |
| Depreciation/ Amortization | \$ | 238 | \$ | 238 |
| Other | \$ | 0 | \$ | 0 |
| Total Expenses | \$ | 43,170 | \$ | 55,102 |
| Changes in Net Position | \$ | 1,435 | \$ | $(6,138)$ |

Revenues by Source - Business-Type Activities


## Expenditures by Source - Business-Type Activities



## BUDGETARY HIGHLIGHTS

Variances between actual General Fund revenues and expenditures and the final budget included the following:

- $\$ 11,360$ positive variance in recycling revenues offset by $\$ 9,911$ negative variance in recycling expenditures. This is primarily due to budgeting being done conservatively with no revenue budget and a conservative expense budget.
- $\$ 21,142$ positive variance in collection revenues offset by $\$ 21,570$ negative variance in collection expenditures. This is primarily due to this not being budgeted for on revenues or expenditures, which offset.
- $\$ 1,500$ positive variance in legal expenditures. This is due to no legal costs in the current year.
- $\$ 1,590$ negative variance in professional fee expenditures due to the maintenance of the website.
- $\$ 505$ positive variance in the reminder of revenues and expenses.


## CAPITAL ASSET ADMINISTRATION

## Capital Assets

The District's investment in capital assets for its business-type activities amounts to $\$ 2,375$; net of accumulated depreciation of $\$ 2,256$, leaving a net book value of $\$ 119$. There were no current year additions, retirements or impairments. Additional information on the District's capital assets can be found in Note 3 of the notes to the financial statements on pages 10-11 of this report.

## REOUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all citizens, taxpayers, investors and creditors. This financial report seeks to demonstrate the District's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to: Acadia Disposal District, P.O. Box 248, Northeast Harbor, ME 04662.


The Accompanying Notes to the Financial Statements are an Integral Part of this Statement.

|  | 2020 | 2019 |
| :---: | :---: | :---: |
| Support and Operating Revenue; |  |  |
| Operating Charges | \$12,100 | \$12,100 |
| Recycling Income | \$11,360 | \$20,134 |
| Collection Costs | \$21,142 | \$16,723 |
| Total Support and Operating Revenue | \$44,602 | \$48,957 |
| Operating Expenses; |  |  |
| Waste Collection Costs | \$21,845 | \$17,004 |
| Recycling Costs | \$13,111 | \$26,235 |
| Professional | \$1,590 | \$5,103 |
| Audit | \$1,549 | \$1,505 |
| Insurance | \$1,812 | \$1,938 |
| Dues and Publications | \$600 | \$600 |
| Miscellaneous | \$25 | \$0 |
| Treasurer Stipend | \$2,400 | \$2,400 |
| Office Expense | \$0 | \$81 |
| Depreciation | \$238 | \$238 |
| Total Operating Expenses | \$43,170 | \$55,102 |
| Operating Income (Loss) | \$1,432 | $(\$ 6,145)$ |
| Nonoperating Revenue (Expense) |  |  |
| Interest Earned | \$4 | \$7 |
| Total Nonoperating Revenue (Expense) | \$4 | \$7 |
| Changes in Net Position | \$1,435 | $(\$ 6,138)$ |
| Net Position, Beginning of Year | \$32,106 | \$38,244 |
| Net Position, End of Year | \$33,541 | \$32,106 |

The Accompanying Notes to the Financial Statements are an Integral Part of this Statement.

STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020 (WITH COMPARATIVE TOTALS FOR 2019)

|  | 2020 | 2019 |
| :---: | :---: | :---: |
| Cash Flows from Operating Activities; |  |  |
| Receipts from Customers | \$45,875 | \$48,901 |
| Payments to Suppliers | $(\$ 42,909)$ | $(\$ 54,867)$ |
| Net Cash Flows from Operating Activities | \$2,966 | $(\$ 5,966)$ |
| Cash Flows from Investing Activities; |  |  |
| Interest Earned | \$4 | \$7 |
| Net Cash Provided by Investing Activities; | \$4 | \$7 |
| Net Increase (Decrease) in Cash and Cash Equivalents | \$2,970 | $(\$ 5,959)$ |
| Beginning Cash Balance | \$30,040 | \$35,999 |
| Ending Cash Balance | \$33,010 | \$30,040 |
| $\underline{\text { Reconciliation of Operating Income to Net Cash Provided by Operating Activities }}$ |  |  |
| Operating Income (Loss) | \$1,432 | $(\$ 6,145)$ |
| Add Depreciation | \$238 | \$238 |
| (Increase) Decrease in Accounts Receivable | \$1,273 | (\$56) |
| (Increase) Decrease in Prepaid Expenses | \$24 | (\$2) |
| Net Cash Provided by (Used for) Operating Activities | \$2,966 | $(\$ 5,966)$ |

The Accompanying Notes to the Financial Statements are an Integral Part of this Statement.

## Note 1 -Summary of Significant Accounting Policies

The financial statements of Acadia Disposal District (the District) have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to governmental units (hereinafter referred to as generally accepted accounting principles (GAAP)). The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for the governmental accounting and financial reporting principles. The more significant of the District's accounting principles are described below.

## Financial Reporting Entity

The Acadia Disposal District was incorporated in the State of Maine on June 18, 2003 as a quasi-municipal waste disposal district. During the fiscal year ended June 30, 2020, the District consisted of five municipalities which are authorized to contract pursuant to the Maine Inter-local Cooperation Act, Title 30-A Chapter 115 MRSA. The member towns were Cranberry Isles, Frenchboro, Mount Desert, Tremont and Trenton; The purpose of the District is to provide cost-effective, environmentally friendly, efficient and lawful management, disposal and recycling of waste materials.

## Government-wide Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on the activities of the primary government. The District's financial information is reported as a business-type activity, which relies to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Operating revenues include charges to customers or applicants who purchase, use or directly benefit from goods, service or privileges provided by a given function or segment.

## Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the total economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when transactions occur and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Business-type activities distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for goods and services. Operating expenses include the cost of sales and service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

## Cash and Cash Equivalents

For purposes of the statement of cash flows, the District considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

## Accounts Receivable and Payable

All material receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

## Inventaries

The District does not assign an inventory value to recyclable materials due to the lack of an objective basis. Materials are received at no cost to the District, and commodities markets are inherently unstable in terms of both demand and price.

## Capital Assets

Capital assets, which include property, plant, equipment and infrastructure (e.g. roads, bridges, sidewalks and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than $\$ 500$ and an estimated life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the asset constructed. Property, plant and equipment is depreciated using the straight line method over the following estimated useful lives:


## Net Position

Net position is required to be classified into three components - net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets - This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

Restricted - This component of net position consists of restrictions placed on net position use through external constraints imposed by creditors (such as debt covenants), grantors, contributors, or law or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted - This component consists of net position that do not meet the definition of "restricted" or "net investment in capital assets".

## Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

## Note 2 - Deposits and Investments

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District maintains its cash in bank deposit accounts that are covered by the Federal Deposit Insurance Corporation (FDIC) insurance limits.

At year end, the carrying value of the District's deposits was $\$ 33,010$ and the bank balance was $\$ 33,010$. The District has no uninsured and uncollateralized deposits as of June 30, 2020.

## Note 3-Capital Assets

Capital asset activity for the fiscal year ended June 30, 2020 was as follows:

|  | Beginning Balance | Increases | Decreases | Ending <br> Balance |
| :---: | :---: | :---: | :---: | :---: |
| Governmental Activities: |  |  |  |  |
| Capital Assets being depreciated: |  |  |  |  |
| Equipment | \$2,375 | \$0 | \$0 | \$2,375 |
| Total capital assets being depreciated | \$2,375 | \$0 | \$0 | \$2,375 |


|  | Beginning Balance | Increases | Decreases | Ending <br> Balance |
| :---: | :---: | :---: | :---: | :---: |
| Less accumulated depreciation for: |  |  |  |  |
| Equipment | \$2,019 | \$238 | \$0 | \$2,256 |
| Solid Waste Facility | \$0 | \$0 | \$0 | \$0 |
| Total accumulated depreciation | \$2,019 | \$238 | \$0 | \$2,256 |
| Governmental Activities Capital Assets, net | \$356 | (\$238) | \$0 | \$119 |

## Note 4-Contingenciés

A major source of financial support for the District is the municipal assessments to the member towns. A reduction of this support could have a significant adverse impact on the District.

## Note 5 -Litigation

According to management, there are no matters that would result in material adverse losses, claims, or assessments against the District through the date of the audit report.

## Note 6 - Risk Management

The District participates in Public Entity Risk Pools for the purposes of Property and Liability insurance. The Public Risk Pool is administered by the Maine Municipal Association. The Public Entity Risk Pools were established for the purposes of lowering costs for members and for developing specific programs to control losses. Members pay annual premiums to the Maine Municipal Association for participation in the respective programs.

The District is exposed to various risks of loss related to torts, theft of, damage, or destruction of assets, errors or omissions and natural disasters for which it carries insurance coverage. Based on the coverage provided by this insurance, the District is not aware of any material actual or potential claim liabilities which should be recorded at June 30, 2020.

|  | Original <br> Budget | Final <br> Budget | Actual | Variance Favorable (Unfavorable) |
| :---: | :---: | :---: | :---: | :---: |
| Support and Operating Revenue; |  |  |  |  |
| Operating Charges | \$12,100 | \$12,100 | \$12,100 | \$0 |
| Recycling Income | \$0 | \$0 | \$11,360 | + \$11,360 |
| Collection Costs | \$0 | \$0 | \$21,142 | \$21,142 |
| Interest Earned | \$0 | \$0 | \$4 | \$4 |
| Total Support and Operating Revenue | \$12,100 | \$12,100 | \$44,605 | \$32,505 |
| Operating Expenses; |  |  |  |  |
| Waste Collection Costs | \$275 | \$275 | \$21,845 | $(\$ 21,570)$ |
| Recycling | \$3,200 | \$3,200 | \$13,111 | $(\$ 9,911)$ |
| Legal Fees | \$1,500 | \$1,500 | \$0 | \$1,500 |
| Professional Fees | \$0 | \$0 | \$1,590 | $(\$ 1,590)$ |
| Audit | \$1,500 | \$1,500 | \$1,549 | (\$49) |
| Insurance | \$2,000 | \$2,000 | \$1,812 | \$188 |
| Dues and Publications | \$1,000 | \$1,000 | \$600 | \$400 |
| Advertising | \$100 | \$100 | \$0 | \$100 |
| Miscellaneous | \$0 | \$0 | \$25 | (\$25) |
| Treasurer Stipend | \$2,400 | \$2,400 | \$2,400 | \$0 |
| Office Expense | \$125 | \$125 | \$0 | \$125 |
| Depreciation | \$0 | \$0 | \$238 | (\$238) |
| Total Operating Expenses | \$12,100 | \$12,100 | \$43,170 | (\$31,070) |
| Change in Net Position | \$0 | \$0 | \$1,435 | \$1,435 |
| Net Position, Beginning of Year | \$32,106 | \$32,106 | \$32,106 | \$0 |
| Net Position, End of Year | \$32,106 | \$32,106 | \$33,541 | \$1,435 |

# COMMISSIONERS REGULAR MEETING <br> Learn more about HANCOCK COUNTY by visiting www.co.hancock.me.us <br> Audio recordings of the meeting are available upon request 

The regular meeting of the Hancock County Commissioners was brought to order by Commissioner Clark at 8:30 a.m. on Tuesday August 4, 2020. County Administrator Scott Adkins and Deputy County Administrator Rebekah Knowlton were also in attendance, as well as several Department Heads. The meeting link was made available to the public on the Hancock County website; 7 members of the public attended.

Adjustments to / approval of agenda: none

## Public Comment: none

Meeting Minutes:
MOTION: Approve the minutes of the July 21, 2020 Commissioners' Special Meeting (Wombacher/Blasi 3-0, motion passed)

## Dave Fowler- Three Rivers Solar Project

Dave Fowler, developer for Three Rivers Solar, updated the Commission on the status of the project. The 100 megawatt project located on Dwayne Jordan's property has received DEP approval; all land approvals are now in place. They have received a 10 year power purchase agreement with Versant Maine. A separate substation will be built to tie in. The solar farm will be roughly 500 acres, with no wetland impact other than one vernal pool that they are avoiding. There was some discussion on the process of developing a TIF agreement. Three Rivers Solar will cover costs of an atforney representing the County with a fee reimbursement agreement and will draft documents for Hancock County.

MOTION: Retain legal counsel for County TIF agreement with Swift Current Energy (Blasi/ Wombacher 3-0, motion passed)

Airport:
Monthly report- the airport reached 10,000 enplanements for 2019; this provides for extra AIP money for 2021.

MOTION: Accept the resignation of Jill Constantine, effective July 31, 2020 (Wombacher/Clark 3-0, motion passed)

RFQ Airport Planning and Engineering consultant-
The advisory committee met and the recommendation is to stay with Jacob's Engineering; this requires the Commission's approval.

MOTION: engage Jacob's Engineering as the engineering services firm for Hancock County Bar Harbor Airport for a period of 5 years (Blasi/Wombacher 3-0, motion passed)

NorthEast paving couldn't get here within the time frame required by the FAA for the Apron project. Airport Manager Muise contacted the FAA and received an extension through the end of September.

MOTION: approve the expenditure from account $\mathbf{G} 2-3010-80$ in the amount of $\mathbf{\$ 1 , 1 9 5 . 0 0}$ for office equipment (Wombacher/Clark 3-0, motion passed)
This is a direct expense from the G account.

## Sheriff:

Sheriff Kane requested that the part time wage for deputies be in line with step 12A of the wage scale.

MOTION: amend the PT wage policy for PT deputies who have reserve officer certification so that they are compensated at step 12A of the SO Union wage scale (Clark/Blasi 3-0, motion passed)

MOTION: Approval to hire Michael Freese of Bradley as part time deputy, effective August 8, 2020 at step 12A (Wombacher/Blasi 3-0, motion passed)

Permission to go out to bid for a civil vehicle-
Sheriff Kane said the current vehicle's mileage is approaching 90,000 miles and he wants to trade before it reaches 100,000 . Knowing there is a vehicle shortage, Sheriff Kane contacted Darlings about available vehicles and received a quote of $\$ 18,989$ for a 2020 available now.

MOTION: purchase the approve purchase of the pickup in the amount of $\$ 18,989$ from Darlings Chevrolet (Clark/Blasi 3-0, motion passed)

## Update on Open Door-

Sheriff Kane reported that application for re-opening Hills House has been approved with the condition that the Fire Marshall inspect the facility and be sure standards are met. Sheriff Kane said there are 6 or 7 items that need correction. Once the license is in hand the next step will be to hire a director.

## Jail:

MOTION: remove Jeanette Dunham from the county payroll list, effective August 4, 2020 (Blasi/Wombacher 3-0, motion passed)

Maintenance:
Facilities Director Walls submitted his monthly report. Allen Farm Fence did not bid on the old jail fencing because they felt it involved work outside of their scope.

Break 10:05 am - 10:15 am

## RCC:

RCC Director Robert Conary submitted his monthly report. The consoles have been placed in the newly expanded RCC. Final totals should be available by the end of August.

## Treasurer: <br> MOTION: approve the warrant memo for the month of July as presented by the Treasurer (Blasi/Wombacher 3-0, motion passed)

The Treasurer's memo listed the following:
July GF, Airport, and Jail Payroll Warrants \#20-26, \#20-27, \#20-28, \#20-29, and \#20-30 in the aggregate amount of $\$ 493,983.88$;
July GF, Airport, and Jail Expense Warrants \#20-37, \#20-38, \#20-39, \#20-40, \#20-41, and \#2042 in the aggregate amount of $\$ 864,834.13$;
July UT Payroll Warrants \#20-52, \#21-1, \#21-2-, \#21-3, and \#21-4 in the aggregate of \$1,372.55; July UT Expense Warrants \#20-24, \#21-1, \#20-25 and \#21-2 in the aggregate of \$81,299.99

Treasurer Boucher said available money is holding well and taxes are starting to trickle in.

## UT:

MOTION: approve Fire Protection Emergency Response Service Agreement with Municipality of Ellsworth as presented (Blasi/Wombacher 3-0, motion passed)

## Commissioners:

The Commissioners agreed that any activity regarding employees that could be connected to exposure to Coronavirus should be communicated to HR. This will allow for the best and most informed response to the circumstances.

MOTION: until rescinded, each Department shall report by the quickest means of communication to our Human Resource office any situation involving employees that could even be remotely associated with the Coronavirus (Clark/Wombacher 3-0, motion passed)

Deputy CA Knowlton has been in communication with Reach Marketing regarding refreshing the County website. This will make the website mobile friendly and modernize the appearance. The cost will be $\$ 600.00$. The Commissioners agreed by consensus to move ahead with the refresh.

Next meeting August 18, 2020 8:30 am.
Respectfully submitted,

Rebekah Knowlton
Deputy County Administrator

# COMMISSIONERS REGULAR MEETING <br> Learn more about HANCOCK COUNTY by visiting www.co.hancock.me.us <br> Audio recordings of the meeting are available upon request 

The regular meeting of the Hancock County Commissioners was brought to order by Commissioner Clark at 8:30 a.m. on Tuesday August 18, 2020. County Administrator Scott Adkins and Deputy County Administrator Rebekah Knowlton were also in attendance, as well as several Department Heads.

Adjustments to / approval of agenda:
MOTION: move Airport to right after Public Comment, then hear District Attorney's budget (Clark/Blasi 3-0, motion passed)

Public Comment: none

## Airport:

MOTION: approve the contract with Sargent Corporation for $\$ 327,175.00$ for the
Chairman to sign when all documents are available (Wombacher/Blasi 3-0, motion passed)
Jail:
MOTION: Remove Trisha Cary from Temporary full time back to Part time status effective August 22, 2020 (Blasi/Wombacher 3-0)

MOTION: approve promotion of David McCarty to Temporary full time status at $\$ 14.00$ per hour with accrual of sick and holiday pay, effective August 22, 2020 (Blasi/Wombacher 3-0)

MOTION: approve promotion of Jessica Cole to Temporary full time status at $\$ 14.00$ per hour with accrual of sick and holiday pay, effective August 22, 2020 (Blasi/Wombacher 3-0)

MOTION: approve an extension of unpaid leave for Nancy Pelletier for another $\mathbf{3 0}$ days (Blasi/Wombacher 3-0)

MOTION: approve extension to continue to work Rebecca Long out of classification (Blasi/Wombacher 3-0)

MOTION: Remove Amanda Clemons from the County payroll, effective August 18, 2020
(Blasi/Wombacher 3-0)

2021 Budget Workshop:
District Attorney -
Revenues: \$ 20,000
Expenditures: \$405,211

VWA Grant is a two year Grant and we are in year one. Will not affect this year's budget. Funding through September $75 \%$ of budget which would be $\$ 20,625.00$. Two year expires September 30, 2021. Shortfall by taking October through December we would be looking for $\$ 6875.00$ as opposed to $\$ 28,000.00$.

Office Supplies and Postage: Went on to County's postage meter which has saved us quite a bit of money and we have reduced that by $20 \%$.
Equipment line: Cut this line by $50 \%$. We have not used this much in the last couple of years. Liability insurance: not much wiggle room.
Printing: we cut back by $\$ 50$. Statues went up and there is a built in $3 \%$ increase each year for statutes. Out of our control.
Computer software: going to be drastically reduced by the middle of the next budget cycle.
Would have a surplus of $\$ 7000$ by not renewing our current software. Moving to new system to integrate with Courts. Significant savings.
CC Clark suggested they leave the Grant money in the budget for 2021 and revisit at a later date.
Tentative agreement is that we accept the numbers on the District Attorney's Expenditure line that the Revenue line will be modified to put back in there the $\$ 27,500$ VWA Grant and with a caveat that we will review that line and its entire account and look at other savings in other areas before making decision.

CC Blasi is taking the position of freezing the County Budget. I will participate to the point of voting and at that point I am not going to support the budget unless there is a freeze with the proper adjustments.
CC Clark said it is important that CC Blasi tell us where you think the Department Heads need to save/cut to meet that goal.
CA Adkins for budgeting purposes if you are talking about freezing that would kinda eliminate the whole process and what you would essentially do is start with last years budget or work off last years budget. So I think the term you are looking for is to come in with a zero increase or minimal increase if that is what you are looking for. A freeze would be a zero increase. CC Blasi said he would like to see the same amounts on the calculation sheet.

## Commissioners:

Discussion on New Grant Application Procedure:
CC Blasi said it has been an extended process with Rich Campbell my fellow Board member who sits next to me on Eastern Maine Development Corporation contacted me out of the blue about two and half weeks ago saying "I have this Grant opportunity." I asked him how he had come across this Grant money. Somehow his agency has written these types of Grants. An email explanation was sent along with a list of the different entities that are eligible for this funding. CC Clark said they received the email. County Government is at top of list among others. I questioned Rich on what to do next. He would let me know to what steps can be taken. On Monday at 4:30 I received and sent to all of you the latest. It entails the County expressing their willingness to apply for this Grant. Richard does the Grant writing with some assistance in the County Government, which I can volunteer to do. Environmental assistance type funding. CC Clark questioned what we would do with that type of money. CC Blasi said the money would
be used for things we think need this type of assistance. We could use the money at the Airport to open the flats, west of the Seaplane ramp. I want the flats open and Richard thinks this could have some results. If you can think of things in your district that need assistance.
CC Clark looks like a solution looking for a problem. This guy owns an environmental company...this is a business venture to him. CC Wombacher feels he doesn't know enough about it to really have much of a thought about it. I did look at it yesterday but didn't really understand the context of it. I don't want to necessarily dismiss it out of hand but I would have to see how the County could really benefit from it and if there are projects that could be applied to it. Need to look at it a little closer.
CC Blasi feels it is like a TIF loan program. The money is available. CC Clark feels this is all backwards. CC Wombacher said we could do more research. CC Wombacher said he did not think we should take any action on this at this meeting. Ask Richard what time frame is for application. CA Adkins if you had a project in your district we could ask questions. Questioned the flats and FAA approval. You have to have a project and ask about applying.

## County Administrator:

2021 Budget Workshop
Deeds -
Revenues: $\$ 730,300$ or $\$ 5900$ over last year
Expenditures: $\$ 325,511$ down $\$ 2273$
$3 \%$ COLA applied to the top
Line 01130 which is down. Long time employee will be retiring.
FICA, retirement, workers comp are all based off percentage of payroll
Travel and mileage are down as a result of a continuance of ZOOM meetings and other options due to COVID
Bank fees, more credit cards coming through and a percentage of that is applied with a little increase
Printing is down a little bit.
Copier maintenance is up
CC Clark said it would be up for final review later
Court Lease Agreement/Approval and Signature:
CA Adkins said there will be a .15 cent per square foot increase"
MOTION: Move for Chair to sign MOU with the State Court System regarding lease fees for the next rental agreement (Blasi/Wombacher 3-0)

## Abatement Hearing - Colebank v. Town of Sullivan

CC Clark said to let the record reflect that the application was filed within the sixty day period having been processed the postmark April 14, 2020 and received on June 12, 2020 beginning the sixty day threshold.
Second item: Mr Colebank Statute provides that if the Commissioners' do not hold a hearing within sixty days of receiving your application you can consider that a denial and handle that as if you had a hearing and you were denied your abatement request allowing you to appeal to the Superior Court. The question this morning is do you want to consider because we failed to meet
the 60 day threshold period for hearing do you want to consider that a denial and avoid the hearing today and go directly to Superior Court or continue the hearing before the Commissioners'. Mr. Colebank wanted to continue with hearing. CC Clark said the law provides you are supposed to waive that opportunity in writing. Considering the situation we are in I think we can let the record reflect that you are in fact waiving your right to avoid this hearing and proceed to Superior Court. Mr. Colebank stated yes.
CC Clark looking at the the amount of Abatement that you requested is the difference between $\$ 237,100$ that has been assessed and $\$ 119,000$ you feel is appropriate with a difference of $\$ 118,100$. Is that correct. Mr. Colebank stated yes. So the amount of the Abatement that we are talking about today is a request by the Applicant is $\$ 118,100$. The application did not say specifically the amount of the Abatement he is looking for. We have to do the math.
Swearing in each witness who wishes to testify in this hearing. Mr. Colebank stated his reason for wanting an Abatement.
CC Clark swore in Mr. Gingrich. He states that there is a little correction on the sales analysis. The Sales Analysis is done by the State of Maine annually and the report that the Town has sent you are 16, 17, 18, 19 results of their Sales Analysis. The people doing the Sales Analysis have been doing it for 42 years. This is the way the State analyzing sales.
Mr. Colbank asked who prepared the Assessment. He was told it was Mike Rogers from the State of Maine.

CC Clark we are going to deliberate this Appeal on Tuesday, September 1, 2020 and render our decision at that meeting. Probably 10:00 a.m. With that I am going to end this Abatement hearing.

## MOTION: move to go into Executive Session before the 12:00 noon time. (Blasi/Wombacher 3-0)

MOTION: move to go into Executive Session under MRSA Title $1 \S 405$ 6(D) to discuss the bargaining agreements with the dispatchers (Clark/Blasi 3-0)

Out of Executive Session and we are continuing to work with the Agent on negotiating the Collective Bargaining Agreement for the RCC.

Next meeting will be September 1, 2020 at 8:30 a.m. for our Regular meeting
Set 10:00 a.m. for information on the Colebank Abatement.
MOTION: to adjourn (Blasi/Wombacher 3-0)

Respectfully submitted,

Patrice Crossman
Clerk

## UNFINISHED BUSINESS

## Town Clerk

| From: | Durlin Lunt |
| :--- | :--- |
| Sent: | Monday, August 24, 2020 5:19 PM |
| To: | Town Clerk |
| Subject: | FW: Thursday Market |
|  |  |
| Follow Up Flag: | FollowUp |
| Flag Status: | Flagged |

Supporting document for farmer market extension

Durlin E. Lunt
Town Manager
Mount Desert, Maine
manager@mtdesert.org
(207) 276-5531
-----Original Message-----
From: Tony Smith [director@mtdesert.org](mailto:director@mtdesert.org)
Sent: Monday, August 24, 2020 2:49 PM
To: Durlin Lunt [manager@mtdesert.org](mailto:manager@mtdesert.org); Matt Gerald [farmernorth@gmail.com](mailto:farmernorth@gmail.com)
Cc: James Willis [jwillis@mdpolice.org](mailto:jwillis@mdpolice.org)
Subject: RE: Thursday Market

I am content with the extension.

Tony Smith, Public Works Director
Chairman, Acadia Disposal District
Town of Mount Desert
P.O. Box 248

Northeast Harbor, ME 04662
Tel. 207-276-5743
director@mtdesert.org
God Bless America
-----Original Message-----
From: Durlin Lunt [manager@mtdesert.org](mailto:manager@mtdesert.org)
Sent: Monday, August 24, 2020 8:40 AM
To: Matt Gerald [farmernorth@gmail.com](mailto:farmernorth@gmail.com)
Cc: Tony Smith [director@mtdesert.org](mailto:director@mtdesert.org); James Willis [jwillis@mdpolice.org](mailto:jwillis@mdpolice.org)
Subject: RE: Thursday Market

That would depend upon the Board of Selectmen Matt. Do you want me to put it on the Agenda for September 8 which is their next meeting?

Durlin E. Lunt

Town Manager
Mount Desert, Maine
manager@mtdesert.org
(207) 276-5531
-----Original Message-----
From: Matt Gerald [farmernorth@gmail.com](mailto:farmernorth@gmail.com)
Sent: Sunday, August 23, 2020 3:51 PM
To: Durlin Lunt [manager@mtdesert.org](mailto:manager@mtdesert.org)
Subject: Thursday Market

Durlin,
I have been asked by some of the vendors if it would be possible to extend the end date of Farmer's market through September. It seems that many people are extending their stays into the fall. Would that be possible? Best. Matt Gerald

All phenomena are impermanent.

Sent from my ibrain

## Town of Mount Desert

## Treasurer's Office

 MEMORANDUMTO: BOARD OF SELECTMEN<br>SUBJECT: 2020 Capital Projects<br>Bond Application Process

FROM: Kathryn A Mahar
DATE: September 8, 2020

## HISTORY:

At the August $11^{\text {th }}, 2020$ Annual Town Meeting, the Taxpayers approved Article 19 authorizing the Board of Selectmen to issue a General Obligation Bond in the amount of two hundred, ninety-five thousand dollars $(\$ 295,000.00)$ for the therein described Route 198-Phase 3 Project \#3000054.

On August $7^{\text {th }}, 2020$ bids from three banks were opened in anticipation of funding the bond over a period of ten years:
$\begin{array}{ll}\text { First National Bank } & 2.28 \% ; 360 \text { day accrual basis with no prepayment premium } \\ \text { Machias Savings Bank } & 2.95 \% \text {; } 365 \text { day accrual basis with no prepayment premium } \\ \text { Bar Harbor Bank } & 2.09 \% \text {; } 365 \text { day accrual basis with no prepayment premium }\end{array}$
The statutory Public Notice of this action was published in the Mount Desert Islander on August 27th as prescribed by Statute.

## RECOMMENDATION:

That the Bond award be made to Bar Harbor Bank \& Trust Company in the principal amount of $\$ 295,000.00$ at $2.09 \%$ per annum for a period of ten years as of August $18^{\text {th }}, 2020$. The resolution and loan documents are ready for your execution in regards to that award.

1) Motion to approve the Resolution authorizing the issuance of the two hundred, ninety-five thousand ( $\$ 295,000.00$ ) General Obligation Bond to Bar Harbor Bank \& Trust at 2.09\% with repayment terms of ten (10) years.
2) Execute the 2020 General Obligation Promissory Note:
a. Sign the 2020 General Obligation Bond document on page three of the document:
i. Town Treasurer
ii. Selectmen
iii. Town Clerk

Documents attached:

1) Resolution Authorizing the Issuance of General Obligation Bond
2) 2020 General Obligation Bond

# RESOLUTIONS OF THE TOWN OF MOUNT DESERT, MAINE AUTHORIZING ISSUANCE OF ITS \$295,000 <br> 2020 GENERAL OBLIGATION BOND 

WHEREAS, The Town of Mount Desert, Maine (the "Issuer") is authorized to borrow money and issue a bond therefore; and

WHEREAS, the Issuer has previously approved issuing its bond to finance the Issuer's share of a road reconstruction project on Route 198 in the Town of Mount Desert (the "Project"); and

WHEREAS, the Issuer desires to issue, for purposes of financing the Project, its 2020 General Obligation Bond in the amount of $\$ 295,000$ (the "Bond") to pay for so much of the Project as is not financed with funds on hand; and

WHEREAS, there has been submitted to the Issuer in final but undated form, the form of a 2020 General Obligation Bond which is to be issued to Bar Harbor Bank and Trust

NOW, THEREFORE, be it voted and resolved by the Board of Selectmen of the Issuer as follows:

RESOLVED: The issuance, sale and delivery of the Bond are authorized for the purpose of providing funding for the Project. The form of the Bond attached hereto is hereby approved. The Bond shall be subject to call and prepayment in whole or in part at any time without penalty, and shall otherwise be in such form as evidenced in the attachment hereto.

RESOLVED: The Bond be and hereby is sold and awarded to Bar Harbor Bank and Trust.

RESOLVED: The Selectmen and officers of the Issuer and each of them singly are authorized and directed and empowered in its name and on its behalf, to do or cause to be done all such actions and things and to execute and deliver all certificates and other documents as may be necessary and proper in connection with the financing for the Project, including signing such certificates, returns and other materials as they deem convenient for that purpose, the issuance and delivery of the Bond and such other actions as may be necessary in carrying out the purposes of this Resolution.

RESOLVED: The Bond is hereby designated as a "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code.

RESOLVED: The law firm of Eaton Peabody is hereby designated as Bond Counsel
for the Municipality to advise the Municipality with respect to the issuance and sale of the Bond, and to prepare documents and render opinions as may be necessary or convenient for that purpose; and

RESOLVED: If any officer or official of the Issuer who has signed or sealed the Bond(s) shall cease to be such officer or official before the Bond(s) have been authenticated or delivered by the Issuer, such Bond(s) nonetheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bond(s) had not ceased to be such officer or official; and any such Bond(s) may be signed and sealed on behalf of the Issuer by those persons who, at the actual date of the execution of such Bond(s) shall be the proper officers and officials of the Issuer, although at the nominal date of such Bond(s) such person or persons shall not be such officer or official.

RESOLVED: These Resolutions shall take effect immediately.
[The remainder of this page is intentionally left blank.]

APPROVED: September 18, 2020, by the Board of Selectmen of the Issuer, at a meeting duly noticed, convened and conducted.

A true copy, attest:
Claire Woolfolk, Clerk
(SEAL)

# UNITED STATES OF AMERICA STATE OF MAINE 

## TOWN OF MOUNT DESERT

2020 GENERAL OBLIGATION BOND

For value received, the Town of Mount Desert, Maine (the "Town") promises to pay to Bar Harbor Bank and Trust (the "Bank") or its registered assigns the principal sum of

## TWO HUNDRED NINETY-FIVE THOUSAND DOLLARS

(\$295,000)
in annual principal amounts set forth below, together with interest calculated at the rate of $2.09 \%$ per annum on the outstanding principal balance, calculated based on actual elapsed days over a 365 -day year, both principal and interest being payable annually to Bar Harbor Bank and Trust, Bar Harbor, Maine.

## Date

July 1, 2021
July 1, 2022
July 1, 2023
July 1, 2024
July 1, 2025
July 1, 2026
July 1, 2027
July 1, 2028
July 1, 2029
July 1, 2030

TOTAL: $\quad \$ 295,000.00$
Both principal and interest will be paid in lawful money of the United States of America at the offices of the Bank. This security is subject to call for redemption, in whole, or in part, without premium, by delivery of payment to the holder or its nominee, whereupon this security shall be satisfied to the extent of any such Payment.

This Bond is a general obligation of the Town and is being issued to finance the Town's share of a road reconstruction project on Route 198 in the Town (the "Project") under the Constitution and Laws of the State of Maine authority of Title 30-A, Section 5772 of Maine Revised Statutes, as amended, and pursuant to action taken at a town meeting by the voters of the Town on August 11, 2020, and action taken by the Board of Selectmen of the Town at a
meeting duly called and legally held on September 8, 2020.
It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with, and that this Bond is a valid general obligation of the Town. All acts, formalities and conditions essential to the validity of this Bond have been performed and complied with and this Bond is within every debt and other limit and regulatory authorization prescribed by law or by votes of the Town or its municipal officers.

This Bond has been and is hereby designated a "qualified tax-exempt obligation" of the Town in accordance with Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon presentation to the Treasurer of the Town with a written assignment fully acknowledged or proved. No transfer hereof shall be effective unless made on the books of the Town kept by the Treasurer as transfer agent and noted thereon by the Treasurer with a record of payments as provided hereon. The Town shall have the right to prepay, without penalty or premium, all or any portion of the principal amount of this Bond at any time prior to the maturity hereof.

It is hereby certified that all acts, formalities and conditions essential to the validity hereof have been performed and complied with, and for the assignment, collection and payment of taxes to pay the same, when due, the full faith and credit of the Town are hereby irrevocably pledged.
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Town has caused this Bond to be signed in its name and behalf by its Treasurer and countersigned by a majority at least of the members of its Board of Selectmen, with the corporate seal of the Town impressed hereon and attested by the Town Clerk, all as of this $18^{\text {th }}$ day of September, 2020.

TOWN OF MOUNT DESERT

By:
Town Treasurer
Countersigned By:
Chairman, Board of Selectmen

Selectman
(SEAL)
Selectman

Selectman

Selectman
Seal attested by:

Town Clerk

## CERTIFICATE OF REGISTRATION OF TRANSFER

This Bond is registered in the name of the transferee noted hereon on the books of the Town kept by the Town Treasurer as transfer agent.

| Name of | Date of | Date to | Aggregate | Balance of |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Registered Owner | Registration | Which | Principal | Principal | Signature of |
| or Transferee | of Transfer | Interest Paid | Paid | Due | Town Treasurer |
| Bar Harbor | 9/18/20 | None | None | All |  |
| Bank \& Trust |  |  |  |  |  |

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.ḿtdesert.org director@mtdesert.org

## MEMO

To: Durlin Lunt, Jr., Town Manager
From: Tony Smith, Public Works Director
Re: Northeast Harbor Village Center Improvements Project Cost Update
Date: September 1, 2020
Following is a summary of the budget to date for the referenced project. Two spreadsheets are enclosed at the end of this memo for reference:

- Table A is a summary of the budget accepted and passed by the Board of Selectmen after the September 2018 Special Town Meeting when they selected the Eastside Option. It also includes the extra costs to date.
- Table B is a summary of extra project costs to date.


## A. Construction Costs

- Construction contract with RF Jordan Construction of Ellsworth, for the town's portion of the work was for $\$ 1,852,307$.
- To date, there has been an increase of $\$ 55,613$ bringing the total of the construction contract to \$1,907,919.
- The increase is based on the construction of underdrain pipe in the parking lot at the north end of Main Street, the replacement of unknown sewer services with new and replacement of the storm drain pipe and catch basins north of Sea Street. The need for the underdrain came about when the parking lot was rebuilt; the sanitary sewer and storm drain system work was an oversight on my part. This change in cost is shown in the enclosed Table A.


## B. Engineering Construction Contract Administration and Inspection (CCA-I) Costs

- CCA-I are services typically provided by the engineering design firm for the construction phase of a project. CES designed the project and are providing the CCA-I services to us, including:
- Addressing any changes that might be identified after competitive bids for the work have been solicited and before construction begins.
- After the town and the contractor have entered into a contract for the work.
- For the design of unforeseen physical conditions discovered after construction has commenced.
- Re-design of facets of the project that change for any number of reasons.



## Town of Mount Desert

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

- Administration of the towns contract with the contractor including contractor application for payment and any change orders for extra or deleted work and, inspection of the construction.
- Referring to Table A you will note that the original CCA-I budget of $\$ 320,000$ has been used and an additional $\$ 135,000$ is estimated to be needed through project completion and the 12 -month warranty period. Of this $\$ 135,000, \$ 41,684$ has been spent to date leaving a balance of $\$ 93,316$ thru project completion and the 12 -month warranty period. Table B shows a summary of the extra funding need.


## C. CCA-I Budget

There are a number of reasons why the original CCA-I budget has been exhausted and additional funds are needed. These reasons include costs associated with the following and are also included in the enclosed Table B.

1. Special Town Meeting: Preparations for the special town meeting, including review of the options that had been discussed during the run-up to the May 2018 town meeting when the project was approved; feasibility review and pricing of the options available at the time; interaction with Versant during review of the options that had been previously reviewed and; providing legal counsel support. Additional costs incurred: $\$ 30,000$.
2. Post Special Town Meeting: Post-special town meeting review and development of the options culminating in selection of the East Side Option and the subsequent design process for the option. This process also involved working with Versant to "finalize" the electrical design and working with the water district and contract negotiations with the contractor. Additional costs incurred: $\$ 45,000$.
3. Addressing numerous changes made by Versant post special town meeting in September 2018 to date. Additional costs incurred: $\$ 55,000$.
4. Additional CCA-I services provided during the early stages of construction, particularly the construction sequence of some of the work. For approximately nine weeks most of the construction was water system development with minimal sanitary and storm sewer construction done. It had also been anticipated that more work would have been done to the electrical system, but Versant was not ready. Additional costs incurred: \$45,000
5. The process involved with obtaining the necessary easements for some of the work, including a number of meetings and professional land survey work. Additional costs incurred: \$40,000.

Following is a more in-depth summary of the impact of Versant, inspection services (the " I " in CCA-I) and easement work.


Town of Mount Desert<br>21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248
Telephone 207-276-5743 Fax 207-276-5742
www.mtdesert.org director@mtdesert.org

## D. Versant Power, the former Emera Maine

For various reasons including being non-responsive to our engineers questions and needs, changing their mind to what they had previously agreed to with our engineers and what appeared to be poor in-house communication on their part, Versant Power (Versant) has been difficult to work with. Months ago, when this difficulty became obvious, I asked our engineers to track costs we incurred that they felt were attributable to Versant due to these, and other, aforementioned reasons.

The design process for the electrical portion of a project like ours involves our professional electrical engineer, an employee of CES, to prepare a design based on the project needs. This design is prepared with communication with Versant to be sure the design conformed to their standards and specifications. Even with this communication via telephone, e-mails, and face to face meetings, they still managed to agree to some things then changed their mind after CES reacted to the original agreed upon items. By "reacted to" I mean CES put the facets of the design agreed upon with Versant on paper in the form of the design drawings and written specifications aka the contract documents that the project would be constructed from. Whenever Versant changed their mind, it required CES to make the changes to the contract documents costing us additional project funds.
(a) As one example, in the original design we were proposing to have some of the electrical components e.g. transformer banks placed in large buried concrete structures called vaults. A concern to be addressed with such a vault is to provide a means to be able to remove any water from the vault that makes its way into it. Our catch basin and pipes - storm drain system - was not as deep as the bottom of these vaults so it was not possible to put a drain in the vault floor to allow for the water to flow to the storm drain system by gravity. Working with Versant, a sump pump system was designed for the vaults that would pump the water up to our storm drain system. This was fine with Versant for many, many months until we held a public meeting after the September 2018 Special Town Meeting on October 11, 2018 at the Northeast Harbor library.

When the Versant representative at the meeting was asked if they allowed the vaults to have sump pump systems to remove the water, the response to the question was no, they did not. The contract documents included the sump pump system at the time meaning, if they were not going to accept the sump pumps like they had been indicating they would, we had incurred costs that we should not have had to incur in the preparation of the contract documents. This issue became moot after the Selectboard chose to replace the original design with the Eastside Option presently under construction. With this change, the large vaults were no longer needed but, by then, we had spent money we should not have had to spend if Versant had been up front with us from the beginning about the vaults.


## Town of Mount Desert

21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5743 Fax 207-276-5742
www.mtdesert.org director@mtdesert.org
(b) A simpler yet second example of the way the electrical portion of the project involving Versant unfolded relates to their review of the location of a new utility pole - one particular pole. A new utility pole was to replace an existing one. No fewer than four (4) site visits were made to the existing pole with representatives of CES and Versant in attendance. Versant changed the location of the utility pole at each of the four (4) site visits before the new location was finalized. The location of the new pole ended up being approximately two-feet away from the original one. These meetings caused us to incur costs that we should not have had to incur.
(c.1) A final two-part example of the thought processes of Versant involves construction of new overhead three-phase power wires they first proposed in late 2018 as part of our project. These new power lines were to go from their existing location on the north side of Sea Street, across Sea Street and into the Gray Cow parking lot (Gray Cow). The proposed wires were to be along the west side (Main Street side) of Old Firehouse Lane extending overhead from Sea Street across the view shed of an existing business just north of the Mission to a new pole located between the Mission and this business. If constructed, the viewshed of the business out over the marina, the harbor and beyond would be severely negatively impacted by the presence of the bundle of large, heavy wires. Also negatively impacted would be what people see when driving up the hill on Sea Street and looking towards Main Street and/or across the Gray Cow in the direction of the Mission - a long bundle of large, heavy wires strung across Sea Street to the pole between the business and the Mission. It took CES over a month of on and off communication with Versant to convince them that the design CES had prepared, and Versant had approved, for work at the intersection of Sea Street and Main Street would eliminate the need for what Versant was proposing to do at the Gray Cow. Versant subsequently pulled the work from the project. Once again, we spent project funds in dealing with Versant that we should not have had to spend.
(c.2.i) Moving ahead to the spring of 2020, the exact same scenario described above in (c1) was resurrected by Versant. Without any advance notice, they told CES that they were going to proceed with overhead construction of the three phase power lines they had first proposed in 2019 - the exact thing. Through the typical established protocol of all communications going between us, CES and others, including Versant, I told Versant that this was not acceptable; that if they were going to put wires across Sea Street to the pole between the business and the Mission, they would do so underground, not overhead, for the same viewshed reasons I described above. They told me through e-mails with CES that if we wanted them underground, we would have to pay for burying them. Regardless of the work at the intersection of Sea Street and Main Street described above, they said this work off Sea Street along the north-south section of Old Firehouse Lane was going to occur because it would replace some of the work in Main Street and some along the east-west section of Old Firehouse Lane making their system more efficient. This latter route had been designed by CES and approved by Versant many months before. Through CES, I again told them we wanted them buried; they said only if we pay for burying them.


# Town of Mount Desert 

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(c.2.ii) Now, recall I said just above that Versant told us that a portion of the work in Main Street and the east-west section of Old Firehouse Lane would be eliminated by their coming in from Sea Street. Some of this work was to be buried power lines. Versant committed a long time ago in an e-mail, that we have on file, to burying a section of the wires in this section of Old Firehouse Lane at their cost. We asked them to consider, based on their previous commitment to pay for the burying of this section of wires that were now not going to be built, to use these committed funds to bury the wires coming from Sea Street into the Gray Cow. After telling us no three times they finally agreed to bury these wires at their cost. We have the recent commitment to bury the wires at their costs coming from Sea Street in an e-mail from them as well. The elimination of the portion of work in Main Street and the east-west section of Old Firehouse Lane will actually save us some money but not enough to cover costs and time delays we have incurred in working with Versant.

## E. Construction Sequence and Inspection Services

It had been anticipated that there would be different sections of Main Street being worked on at the same time once work began e.g. potable water, sanitary and storm sewer, the various wires, sidewalks, etc. Once things got underway, as things can do with projects of this nature and size, the contractor elected to concentrate on construction of the new public water supply infrastructure and work around the edges on other facets of the project, not including, however, the new electrical infrastructure. Versant was still preparing portions of their work.

This potable water related schedule impacted our CCA-I budget in the amount of approximately $\$ 45,000$ over nine weeks for inspection by our inspector. I did not have a problem with this. One reason is the district was under different time constraints than we had due to the pending onset of fall and winter temperatures. In addition, I preferred to have our inspector onsite each day to look out for town interests to be sure they were protected, repaired if damaged and to provide us an idea of what to expect for soil conditions in areas where other town infrastructure was to be constructed. I also wanted someone well versed in the project on site to answer questions that people in town might have had about the water system or other parts of the project. I wanted our eyes and ears on site during any and all construction of the overall project, both the town's and the water districts. In addition, we will also have a very good set of record drawings for the water system when the project is complete based on data collected by the inspector, representatives of the water district and the contractor. The same will hold true for the rest of the work. Our inspectors time on site during this period has proven to be of value as it allowed him the opportunity to become known and familiar to and with the residents, allowing him to better address their concerns or questions. The water district was excellent to work with throughout the work.


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## F. Development and Obtaining Easements:

The easement process has been lengthy and frustrating at times. We have been successful in obtaining most of them but there are a handful yet to obtain. We had funds in the budget to be used for easement preparation and gathering but they were spent quite some time ago. Once into the effort, Emera changed their directive to CES by requiring them to get their - Versant easements rather than them getting them for themselves, some of which required information in them to be obtained by professional registered land surveyors. We incurred additional costs due to meeting, for example, a number of times with Versant and after agreeing to terms with them, have them request additional information after CES had provided them a written draft of what was thought to have been a final version prepared and presented to them. We have also had similar issues with some of the property owners on Main Street. Sometimes it was a question of misunderstandings in what was agreed to, other times the property owner had decided to ask for more in return for the easement, requested new terms, etc. To date, the easement effort has accounted for approximately $\$ 40,000$ more than anticipated in the original budget.

## G. Contingency Funds

Contingency funds are those funds that are budgeted to address unforeseen conditions or changes that might occur to the work along the way. As described above, there has been an increase in construction costs to date of $\$ 55,613$. Based on the additional costs in the CCA-I also described above, it is anticipated that we will need to use $\$ 135,000$ from the contingency funds for CCA-I through the end of construction and the 12 -month warranty period. Between the two and to date, we will have used or encumbered $\$ 190,613$ from the contingency funds leaving a balance of $\$ 146,436$. This amount, however, is contingent on our not having to address too many changes between now and the end of the project.

## Enc.

Cc Claire Woolfolk, Town Clerk
Kathi Mahar, Treasurer

| Table A |  |  | 9-1-2020/TS |
| :--- | :---: | :---: | :---: |
| Northeast Harbor Main Street Improvements Project |  |  |  |
|  | Cost Summary To Date: 9-1-2020/TS |  |  |


|  | Table B |  |  |  |  | 9-1-2020/TS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Northeast Harbor Main Street Improvements Project |  |  |  |  |  |
| Additonal Project Costs Incurred To Date |  |  |  |  |  |  |
| Line |  |  |  |  |  |  |
| No. | Additional Work Tasks | Amount | Description |  |  |  |
|  |  |  |  |  |  |  |
| 1 | Special Town Meeting Prep. | $(30,000)$ | Options identification, feasibility review and pricing, working with Versant, legal counsel support. |  |  |  |
|  |  |  |  |  |  |  |
| 2 | Post Special Town Meeting | $(45,000)$ | Options development; option selection; design of East Side Option incl. w/ Versant \& water district, |  |  |  |
|  |  |  | contract cost negotiations with contractor. |  |  |  |
|  |  |  |  |  |  |  |
| 3 | Versant Power (See \#1 below) | $(55,000)$ | Numerous changes by Versant post special Town meeting in September 2018 to date. |  |  |  |
|  |  |  |  |  |  |  |
| 4 | CCA-I (See \#2 below) | $(45,000)$ | Construction oversight/owners on site rep. of new water system construction independent of other |  |  |  |
|  |  |  | infrastructure work, e.g. sanitary and storm sewer, Versant conduit construction (not finalized). |  |  |  |
|  |  |  |  |  |  |  |
| 5 | Easements (See \#3 below) | $(40,000)$ | Easements for town and for Versant per their change in their directive to CES once we were underway |  |  |  |
|  |  |  | due to Versant getting push back from property owners; TS \& CES decided it best for CES to get |  |  |  |
|  |  |  | easements due to their knowledge of, and relationship with, the Town. |  |  |  |
|  |  |  |  |  |  |  |
| 6 | Total Extra Costs | $(215,000)$ | Extra work paid for from CCA-I budget per TS and engineers. |  |  |  |
|  |  |  |  |  |  |  |
| 7 | CCA-I budget | 320,000 | Budgeted amount (See TABLE A). |  |  |  |
|  |  |  |  |  |  |  |
| 8 | Remaining Budget | 105,000 | Balance NOT accounting for anticipated, typical work for CCA-I work. (Line 7 minus Line 6). |  |  |  |
|  |  |  |  |  |  |  |
| 9 | Total Charged to Date to | $(352,764)$ | Total charged to date includes extra work described in 1 thru 5 above PLUS the anticipated, typical |  |  |  |
|  | CCA-I Budget |  | work anticipated in the CCA-I budget since work began. |  |  |  |
|  |  |  |  |  |  |  |
| 10 | Remaining Budget | $(41,684)$ | Over budget by this amount. |  |  |  |
|  |  |  |  |  |  |  |
| 11 | To Finish | 135,000 | Estimated amount to finish thru project completion and the 12-month warranty period per discussions |  |  |  |
|  |  |  | between TS and CES. |  |  |  |
|  |  |  |  |  |  |  |
| 12 | Balance to finish | 93,316 | Barring any significant changes e.g. Versant |  |  |  |
|  |  |  |  |  |  |  |
|  | \#1: Versant - See Section D, page 2 of 6 in the accompanying memo dated 8-25-2020. |  |  |  |  |  |
|  | \#2: CCA-I stands for Construction Contract Administration and Inspection. See Section E, page 5 of 6 in the accompanying memo dated 8-25-2020. |  |  |  |  |  |
|  | \#3: Easements - See Section F, page 3 of 3 in the accompanying memo dated 8-25-2020. |  |  |  |  |  |
|  |  |  |  |  |  |  |

NEW BUSINESS

## NEIGHBORHOOD HOUSE AGREEMENT

THIS AGREEMENT made this $\qquad$ day of $\qquad$ 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 ITNESSETH
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 2020 season and thereafter; and

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

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

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

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

1. Possession and use: Beginning $\qquad$ to $\qquad$ , 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 of 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 2020 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


Neighborhood House Agreement 2020

## CHAMBER OF COMMERCE AGREEMENT

This AGREEMENT is made this $\qquad$ day of $\qquad$ , 20 $\qquad$ 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, 2020 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: $\qquad$
Its:

## CHAMBER OF COMMERCE

By:
Witness
Printed Name: $\qquad$
Its:


Chamber of Commerce Agreement 2020
Page 6 of 6

This AGREEMENT is made this $\qquad$ day of $\qquad$ , 20 $\qquad$ , 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: $\qquad$
Its: $\qquad$

## COMMERCIAL OPERATOR

Witness
By:
Printed Name: $\qquad$
Its:


Page 6 of 6

## Lease Agreement

This Lease Agreement is made as of the $\qquad$ day of $\qquad$ , 2020 (the "Commencement Date"), by and between Seal Harbor Fishermen's Association, a Maine cooperative corporation with a mailing address of c/o Tom Grindle, PO Box 113, Seal Harbor, ME 04675-0113 ("Lessee"), and the Inhabitants of the Town of Mount Desert, a body corporate and politic with a mailing address of P.O. Box 248, Northeast Harbor, ME 04662 ("Lessor").

1. Property. The Lessor hereby leases to the Lessee the land and building located at 26 Dodge Point Road, Seal Harbor, Hancock County, Maine, locally referred to as the "Bait House" and "Seal Harbor Bait House" (the "Property").
2. Term. The term of this Lease shall be five (5) years beginning on the Commencement Date. On the last day of the term or the earlier termination of this Lease as provided herein, the Lessee shall peaceably and quietly surrender the Property to the Lessor, in as good condition and repair as at the Commencement Date, in broom-clean condition, normal wear and tear thereof excepted. The Lessee shall have removed all signage, trade fixtures and any other alterations, renovations and improvements, except fixtures which shall automatically become the property of the Lessor without payment or other reimbursement therefor.
3. Rent. During the term, the Lessee shall pay rent in annual installments in the amount of One Dollar (\$1.00), in advance, beginning on the Commencement Date and thereafter on each one-year anniversary thereof.
4. Taxes; Utilities. During the term, the Lessee shall pay when due any personal property taxes assessed against its personal property at the Property. During the term, the Lessee covenants and agrees to be responsible for and pay when due the full cost of all utilities and services of any kind whatsoever provided to or utilized at the Property, including heat.
5. InSURANCE. During the term, the Lessee shall maintain the following types of insurance: (a) commercial general liability insurance against claims for personal injury and damage to property with a minimum limit of One Million Dollars $(\$ 1,000,000.00)$ combined single limit per occurrence and in the aggregate as applicable for bodily injury, personal injury or property damage; and (b) workers' compensation, longshore, Jones Act, or similar insurance to the extent required by law. The policies will name the Lessor as an additional insured and be written with a company or companies reasonably acceptable to the Lessor. Lessee will deliver to Lessor the foregoing policies or certificates thereof by the Commencement Date. Lessee will deliver to Lessor evidence of all renewals or replacements of same not less than ten (10) days prior to the expiration date of such policies. Lessee will have sole responsibility for the building contents, including but not limited to all personal property, inventory, furnishings, and equipment, whether belonging to Lessee or Lessor.

Lessor and Lessee hereby each release the other party and anyone claiming through or under the other party by way of subrogation or otherwise from any and all liability for any loss or
damage to property, whether caused by the negligence or fault of the other party. In addition, Lessor and Lessee shall cause each insurance policy carried by them insuring the Leased Premises, land or contents thereof, to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy.
6. Limited Purpose. During the term, the Lessee shall utilize the Property solely for the storage of bait. The Lessee covenants and agrees that it will promptly remove and dispose of any putrefied or otherwise unusable bait at Lessee's sole expense.
7. Repair and Maintenance. The Property, all structures thereon and appurtenant mechanical systems, are being leased to the Lessee in their "AS IS" condition with no express or implied representations and warranties as to physical condition, quality or construction, workmanship, or fitness for any particular purpose and the existence of any hazardous materials or conditions. The Lessee covenants and agrees that it will keep in good condition and repair the entirety of the Property, including but not limited to the following: foundation, structure and exterior walls of the building, the heating plant and hot water system, air conditioning units (if any), plumbing system and electrical system, the landscaping, snow plowing and de-icing, parking area and all other portions of the Property. The Lessee covenants and agrees that it will keep neat and clean the interior of the Property and any and all alterations or improvements made by the Lessee. Further, the Lessee shall also be responsible for all repairs required as a result of the negligent or willful acts of the Lessee or its employees, contractors, subcontractors, licensees, agents, servants, customers or invitees. No outside storage of any kind is permitted on the Property.
8. Hazardous Materials. Any Hazardous Materials permitted on the Property, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to any such Hazardous Materials. The Lessee will in no event permit or cause any disposal of Hazardous Materials in or about the Property and in particular will not deposit any Hazardous Materials in or about the floor or any drainage system or trash containers at the Property. The Lessee shall give immediate notice to the Lessor of any violation or potential violation of the provisions of this Article and will at all reasonable and proper times permit the Lessor or its agents to enter the Property to inspect the same for compliance with this section. The term "Hazardous Materials" in this Lease means all petroleum products, asbestos, and all other toxic, dangerous, or hazardous chemicals, materials, substances, pollutants, and wastes, and any chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local authority that even if not so prohibited, limited, or regulated, pose a hazard to the health and safety of the occupants or owners of property near the Property.
9. Default; Remedies. The Lessee shall be in default upon the occurrence of any one or more of the following events: (a) it fails to pay the rent or any other charges payable hereunder or fails to maintain insurance required hereunder; (b) it fails to perform or comply with any of the other material covenants, terms, provisions, or conditions of this Lease and such failure continues for a period of thirty (30) days after written notice thereof has been delivered by the Lessor, except the Lessor, in its sole discretion, may extend said period if such failure cannot
be cured with the exercise of all due diligence within said period; (c) the estate hereby created is taken upon execution or by other process of law; (d) any assignment is made of the Property for the benefit of creditors, or a receiver, guardian, conservator, trustee in involuntary bankruptcy, or other similar officer is appointed to take charge of all or any substantial part of the Lessee's property by a court of competent jurisdiction, and such appointment is not promptly dismissed; or (e) the Lessee institutes, or there are instituted against the Lessee, bankruptcy or insolvency proceedings of any nature and such proceedings are not dismissed within sixty (60) days. If the Lessee is in default, notwithstanding any license of any former default or consent thereto or any waiver of these rights in a former instance, the Lessor may, immediately or at any time thereafter, without demand or notice, terminate this Lease, institute proceedings to evict the Lessee, and pursue any other remedies available to the Lessor at law or in equity. Waiver of any breach of any covenant or duty under this Lease is not a waiver of a breach of any other covenant or duty, or of any subsequent breach of the same covenant or duty.

## 10. Miscellaneous Provisions.

a. The Lessee, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Lease, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Property during the term without hindrance or ejection by any person whomsoever.
b. The Lessee shall not assign this Lease or sublet the Property to another party without the express written approval of the Lessor.
c. All of the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
d. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements or negotiations between the parties. This Lease may be amended only by an agreement in writing which is signed by both parties.
e. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The Lessee's use of the Property shall at all times be in compliance with all applicable governmental statutes, ordinances and regulations.
f. If any term or provision of this Lease or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, then the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
g. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.
h. Nothing in this Lease shall be deemed to waive, impair or modify any immunity from suit or judgment, including statutory limitations on damages, that may exist with
respect to the Lessor or the Lessor's municipal officers, under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., as may be amended or replaced, or other provisions of law.
i. Lessee shall not do or suffer anything to be done whereby the Property may be encumbered by any mechanic's liens, and shall, whenever and as often as any mechanic's lien is filed against the said land purporting to be for labor or material furnished or to be furnished to the Lessee, discharge the same of record within ten (10) days after the date of filing. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Lessor in and to the land of which the Property are a part.
j. All notices permitted or required to be given under this Lease shall be in writing and shall be deemed to have been validly given and received three (3) business days after deposit in the United States mail by certified mail, return receipt requested, addressed to the parties at the respective addresses listed above. Either party may change its address for said notice purposes by giving the other party notice of the new address in the manner described herein.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument as of the day and year first above written.

Seal Harbor Fishermen's Association
$B y:$ $\qquad$
Name: $\qquad$
Its: $\qquad$
Inhabitants of the Town of Mount Desert

By: $\qquad$
Name: $\qquad$
Its: $\qquad$

# STATE OF MAINE DEPARTMENT OF TRANSPORTATION MUNICIPAL PARTNERSHIP AGREEMENT 

## WIN 024317.10

## REGARDING

ROUTE 3, MOUNT DESERT

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION ("MaineDOT"), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the TOWN OF MOUNT DESERT ("MUNICIPALITY"), a municipality in the State of Maine with offices located at 21 SEA STREET, P.O.BOX 248, NORTHEAST HARBOR, ME.

## WHEREAS,

MOUNT DESERT shall perform a HIGHWAY REHABILITATION project (the "Project"). The work will consist of full depth pavement reclamation with drainage improvements and HMA overlay on ROUTE 3 from RLM 119.18 to RLM 119.33 (the Work"). MOUNT DESERT estimates this project at $\$ \mathbf{5 9 0 , 0 0 0 . 0 0}$

## MOUNT DESERT SHALL:

A. Procure all contracts for and oversee the Project on ROUTE 3 for the Work outlined above.
B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
C. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. MOUNT DESERT also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
E. Be responsible, within the Project limits, for the following:
a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;
e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
f. Ensuring that the Project meets the most recent standards of Americans with Disabilities Act of 1990 (ADA) design requirements.
F. Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
G. Ensure that construction shall commence within EIGHTEEN (18) months and shall be certified complete within THIRTY-SIX (36) months of execution of this agreement. MOUNT DESERT may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.
H. Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of MOUNT DESERT or its contractors, including damage to vehicles passing through the Project limits.
I. Bear all risk of loss relating to the Project and the Work regardless of cause.

## MAINEDOT SHALL:

A. Provide a maximum $\mathbf{\$ 2 9 5 , 0 0 0 . 0 0}$ in State funds supporting the Work stated above. Reimbursement will be made by the Department at a minimum of $1 / 3$ project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed $\mathbf{\$ 2 9 5 , 0 0 0 . 0 0}$ or $50 \%$ of the actual costs incurred and paid by the Municipality.
B. This project has been approved for Calendar Year 2021. If the Municipality commences construction of the project as outlined above prior to January 1, 2021, the Municipality assumes the risk and responsibility for costs incurred, in the event that funding levels fall below MaineDOT projections. If this occurs, the Municipality will not receive reimbursement from MaineDOT.

The TOWN OF MOUNT DESERT and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

## TOWN OF MOUNT DESERT

Dated: $\qquad$ By:
Durlin Lunt
Town Manager

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Dated: $\qquad$ By:
Bruce A. Van Note
Commissioner
PROJECT SCOPE AND COS
MAINE DEPARTMENT OF TRANSPORTATION
STATE PROJECT IDENTIFICATION NUMBER (WIN) 024317.10
FUNDED CONSTRUCTION YEAR 2021
Project Scope: Highway Rehabilitation

REIMBURSEMENT SCHEDULE:

> Design exceptions were required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

Town of Mount Desert<br>Michael Bender, Fire Chief<br>21 Sea Street, P.O. Box 248<br>Northeast Harbor, ME 04662-0248

# Memo 

To: Durlin Lunt, Town Manager
From: Mike Bender, Fire Chief
CC:
Date: September 3, 2020
Re: Request for Release of Reserve Funds

I would like to request authorization from the Board of Selectman to use an amount not to exceed $\$ 9.960 .00$ from account \#4040300-24470 (Fire Station Building Reserve), for the purpose of contracting C. E. Bucklin \& Sons Inc. to replace weathered and rotted clapboards at the Seal Harbor fire station prior to the building being painted later this summerffall. The current unencumbered balance of the Fire Station Building Reserve account is $\$ 66,867$.62

A proposal was obtained from Bucklin's because their familiarity with the project scope due to their window replacement project at that site last year and their knowledge of what works needs to be done there. It was for this reason that I elected to solicit a quote from Bucklin's without obtaining two additional proposals as is outlined in the Town's Purchasing Policy (below). I have however, received approval from the Town Manager as stated in the Policy.
"Over \$5,000 - \$10,000. Verbal quotations shall be solicited from a minimum of three qualified vendors, if available. The quotes and the Department Heads recommendation must be documented in writing and provided to the Town Manager for review. If approved by the Town Manager the department head will be authorized to proceed. A copy of the written documentation shall be provided to the vendor for confirmation of the goods and/or services to be provided and the associated costs."

Thank you.
$413-230-6722$
$\cup$
TOWN OF MOUNT DESERT
PUBLIC SPACE SPECIAL EVENT APPLICATIO
Application Fee - $\$ 10.00$
NOTE - Applications are due 60 days prior for major events and 30 days prior to event for minor events.
PERMIT \#: $10 \cdot 2020$ DATE OF EVENT: 9.19 .20
DATE APPLICATION RECEIVED: $8 \cdot 17 \cdot 2020$
PUBLIC SPACE REQUESTED: Please check: Northeast Harbor Marina Green
tIe: 12:30 PM $10^{30}-4^{30} \mathrm{pm}$

Seal Harbor Village Green $\qquad$ Suminsby Park $\qquad$ Otter Creek Playground $\qquad$ Hall Quarry Park $\qquad$ Pond's End $\qquad$
TYPE OF EVENT - MAJOR OR TOR (SEE POLICY FOR DEFIVINTIONS)
APPLICANT: $\qquad$ LISSA M. RICHARDS Clime
3 W WODBURY ROAD.
BAR HoRROR MANE AH OO

AGENT: $\qquad$
(Print)
(Signature)
AGENT MAILING ADDRESS: $\qquad$
PHONE: $\qquad$
(Agent home)
(Agent business)
(Agent cellular)
OTHER CONTACT INFO: $\qquad$
(Agent email)
What is the tax status of the applicant? (Non-profit) $\qquad$ N/A
$\qquad$
(Agential) No
 If yes, include description:
$\qquad$
$\qquad$

USE REQUESTED (Applicant, review the Public Space Use Policy, then explain what you want to do
I am requesting this spare for my wedding and a
Small potluck gathering of $40-50$ people at most.
The ceremony will take place at 1230 followed by
a $1 p m$ BBQ/Potlucle reception. Thank You 0
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 $\qquad$ day of $\qquad$ , 20 $\qquad$ , by a majority of the Board of Selectmen:
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

## Application Fee - $\$ 10.00$

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

PERMIT \#: 11.2020
DATE OF EVENT: October 3, 2020
TIME: $8 \mathrm{AM}-12 \mathrm{PM}$ Req. Rain date $1014 / 2020$

## DATE APPLICATION RECEIVED:

## $8.20 \cdot 2020$

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

## TYPE OF EVENT -- MAJOR OF MINOR (SEE POLICY FOR DEFININTIONS)




PHONE: 207-276-2019
(Agent home)
(Agent business) (Agent cellular)

OTHER CONTACT INFO:
(Agent email)
(Agent fax)
What is the tax status of the applicant? (Non-profit) Nonprofit (registered in Maine)
Does the applicant propose that amplified sound be used for event? Yes $\qquad$ No $\qquad$ If yes, include description:

USE REQUESTED (Applicant, review the Public Space Use Policy, then explain what you want to do) Help Portrait MDI is a team of volunteer photographers that host an annual free community portrait event for families who could not otherwise afford a professional portrait session. Families pre-register on our website (www. HelpPortraitMDI.com). When a family arrives to the event, they check-in and work with a photographer to create an outdoor family portrait.
We expect about 30 people participating (at any one time). There will be no tents or other structures. We will obtain event insurance and list the Town of Mount Desert.
If its raining on Saturday, we would like to offer Sunday as a rain date. '
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 $\qquad$ day of $\qquad$ , 20_, by a majority of the Board of Selectmen:
$\qquad$ -
$\qquad$
$\qquad$


## TOWN OF MOUNT DESERT

VILLAGE GREEN SPECIAL EVENT APPLICATION
Application Fee - $\$ 10.00$
NOTE - Applications are due $\mathbf{6 0}$ days prior for major events and 30 days prior to event for minor events.


DATE OF EVENT:


DATE APPLICATION RECEIVED:

## $8 \cdot 28 \cdot 2020$

 5pm-9:30pmTYPE OF EVENT - MAJOR OR MINOR (SEE POLICY FOR DEFININTIONS) (circle one)
APPLICANT: William M. Manley, Chairman Town of Mt. Desert Planning Board (Print)

(Signature)

MAILING ADDRESS: P.O. Box 399 Northeast Harbor, ME 04662



What is the tax status of the applicant? (Non-profit) Town of Mount Desert Planning Board
Does the applicant propose that amplified sound be used for event? Yes $x$ No $\qquad$ If yes, include description.
It is planned that a PA system is required for the Quarry Public Hearing so Planning Board and Public may speak / be heard during the hearing.

USE REQUESTED (Applicant, review the Village Green Use Policy, then explain what you want to do)
The Planning Board is in deliberation of the noise section of the Quarry Ordinance, where we are discussing sound engineers findings and proposed attenuation practices. Given the highly technical discussion, the Board was not comfortable holding the hearing online. In addition, many abutters also did not want to hold this critical review online as many have poor or limited access to connectivity. We looked at several indoor options and the majority was not comfortable having a hearing with possibly up to 70 attendees inside together. Thus, outdoor option was decided, following Covid protocol, and are before the Board to seek a permit for a $40^{\prime} \times 100^{\prime}$ tent \& PA system to house the Quarry Public Hearing on the Village Green.

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


Page 2 of 8

## INTEROFFICE MEMORANDUM

TO: BOARD OF SELECTMEN MEMBERS
CC: DURLIN LUNT, TOWN MANAGER WILLIAM HANLEY, PLANNING BOARD CHAIR

FROM: KIMBERLY KEENE, CEO - K.K.
SUBJECT: HAROLD MACQUINN, INC./FRESHWATER STONE AND BRICKWORK, INC. QUARRY PUBLIC HEARING/MEETING.
DATE: 08/28/2020

On August 28, 2020, William Hanley, Planning Board Chair filed a Village Green Use Application with the Town Clerk. As you all know since COVID reared its ugly head the world as we knew changed. We have all had to adjust to the "new norm" way of life. As, you all may know the Harold MacQuinn, Inc./Freshwater Stone and Brickwork, Inc. application for the review and approval of a Quarry License in Hall Quarry has been on-going since, 2012. We are in hopes of nearing completion. The review of this application came to a stand still due to COVID. The Planning Board began holding meetings via Zoom/Virtual on May 27, 2020. Once the attorney for Harold MacQuinn, Inc./Freshwater Stone and Brickwork, Inc. heard that the Planning Board were holding Zoom/Virtual Meetings he wanted to the Planning Board to schedule a meeting to continue the Quarry License review process. I sent out a Doodle Poll on June 16, 2020. On June 25, 2020, it was determined, that the dates and times provided in the doodle poll (month of July), did not work for Harold MacQuinn, Inc./Freshwater Stone and Brickwork, Inc.'s attorney. In addition, the abutter's and their legal representation sent in emails stating they/his clients have limited and unstable internet service at their home. Video conferencing applications like Zoom have proven unusable for them during the pandemic shutdown. So, discussion began of how to proceed with moving forward of having a public hearing outside, like how Town Meeting was done. Unfortunately, the radio station where Town Meeting was supposed to be available to listen to, did not work. Luckily, it was sunny and warm enough out, that we could open the windows in our cars and listen to what was going on.

So, another poll went out on July 31, 2020, to try for an outdoor public meeting, at the Village Green, at the end of August. That did not work out, as a member of my Planning Board was going to be on vacation. I looked into the Seal Harbor Fire Stations second floor community room, but with the 6 ' social distancing requirement, that would not work. I contacted the Planning Board Chair to see whether the Neighborhood House would be adequate to hold the public meeting in the upcoming near future. He polled the Planning Board Members, and it appears two of the Planning Board Members refuse to meet indoors. So, here we are. Now, I have finally received a date and time that works for all involved, provided it is outdoors, and all social distancing can be met, and all attendees wear face masks. The Meeting date is September 30, 2020, at 5:00PM. I have contacted Wallace Events to provide a quote to rent a tent (to accommodate up to 100 persons, with the required 6' social distancing requirements. A tent size of $100^{\prime}$ X $40^{\prime}$ is what is proposed to be installed along with audio, and audio technicians to stay and run the audio system, lighting, chairs, and heating.


## TREASURER'S

 WARRANTSDescription \# Date Amount
A. Warrants to be Approved and Signed:
Town Invoices AP2112 09/09/20 $\$ \quad 901,111.78$

## B. Authorized Warrants to be Signed: (Wendy needs to abstain)

(Prior Electronic or Manual Authorization )
Town State Fees \& P/R Benefits

| AP2109 | $08 / 19 / 20$ | $\$$ | $2,882.62$ |
| :--- | :--- | :--- | ---: |
| AP2110 | $08 / 26 / 20$ | $\$$ | $6,073.56$ |
| AP2111 | $09 / 02 / 11$ | $\$$ | $93,443.57$ |

Town Payroll

| PR2104 | $08 / 21 / 20$ | $\$$ | $116,719.40$ |
| :--- | :--- | :--- | :--- |
| PR2105 | $09 / 04 / 20$ | $\$$ | $112,694.35$ |

C. Warrants to be Acknowledged:

School Invoices \#03 09/02/20 \$ 87,053.05

School Payroll \#05 08/28/20 \$ 135,581.90

TOTAL WARRANTS FOR BOS MEETING
$\$ 1,455,560.23$

## ACCOUNTS PAYABLE WARRANT <br> WARRANT AP\# 2112 <br> CHECK DATE: September 9, 2020

| CHECK NUMBER: | 313544 | through | 313618 | \$ | 865,457.77 | Check payments |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CHECK NUMBER: | N/A | through | N/A | \$ | - | Electronic payments |
| EFT NUMBER: | 1618 | through | 1626 | \$ | 35,654.01 | ACH Payments |
| EFT or CK NUMBER: | N/A | through | N/A | \$ | - | Voided Checks |
| TOTAL | URSEMENTS: | 901,1 |  |  |  |  |
| 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. |  |  |  |  |  |  |


| Martha T Dudman |
| :--- |
| Geoffrey V Wood |


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

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Invoice: 7917 HORIZON SOLUTIO
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Invoice: 0756 AMAZON
CARDMEMBER SERVICES
Invoice: 7909 HORIZON SOLUTIO


Invoice: 0588 MSFT*E0700BNVF2
Invoice: 6631 MSFT*E0500BTGQR
Invoice: 3330 MSFT*EOOOBTD9R
Invoice: 6007 MSFT EARDMEMBER SERVICES
Invoice: 1876 MSFT*E0700BXIMT
Invoice: $5680 \mathrm{MSFT} *$ CARDMEMBER SERVICES

Invoice: 0074 NEIWPCC-JETCC



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Invoice： 218041
Invoice： 161432
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| CHECK | 313599 TOTAL: | 25,715.00 |
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CHECK 313601 TOTAL： $\begin{array}{ccc}\text { IN246274 } & \begin{array}{c}\text { 07／} 15 / 2020 \\ \text { Printer and Copier } \\ \text { COPIER LEASE }\end{array} & \text { AP2intenance } \\ 000 \\ 55320 & \text { CHECK } & 313602 \text { TOTAL：}\end{array}$
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## invoice

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|  | 697540001080520 |  |  |  |  |  | $08 / 05 / 2020$ | AP2112 |
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## 13608 09/09/2020 PRTD 1693 TIME WARNER CABLE

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

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Od INVOICE DTL DESC

|  |  | 273.97 | 1550552 | 53820 | LAB EQUIP |  |  |
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| Invoice: 327444 | USA BLUEBOOK |  |  | 7444 | 08/13/2020 AP2112 <br> Sulzer ABS S20 Grinder Pump/SGT DR PS-EM PUMP STATION MAINT |  | 2,006.74 |
|  |  | 2,006.74 | 1550552 | 55210 |  |  |  |
|  |  |  |  |  | CHECK | 313612 TOTAL: | 2,787.46 |
| 313613 09/09/2020 PRTD Invoice: 0321689 | 2562 VANASSE HANGEN | BRUSTLIN INC | 0321689 |  | $\begin{gathered} \text { Rt } 3 \text { PPI study ts } \\ \text { Construction } \end{gathered}$ | AP2112 | 1,248.30 |
|  |  | 1,248.30 | 3000040 | 57710 |  |  |  |
|  |  |  |  |  | CHECK | 313613 TOTAL: | 1,248. 30 |
| 313614 09/09/2020 PRTD Invoice: 10558315-3 | $\begin{aligned} & 1842 \text { VERSANT POWER } \\ & 0617-1017 \end{aligned}$ |  | 10558315-3 |  | 0617-101706/30/2020 Credit on Tax and | AP2112 | $-2,456.86$ <br> 17 |
|  |  | -2,456.86 | 6010100 | 55010 | credit on Tax and 1 ELECTRICITY | fees chrgd 6/15/17 |  |
| Invoice: 10558315-3 | $060220{ }^{\text {VERSANT POWER }}$ | 619.68 | 10558315-3 |  | 060220 06/02/2020 640 kwh marina power ELECTRICITY | AP2112 | 619.68 |
|  |  |  | 6010100 | 55010 |  |  |  |
| Invoice: 10558315-3 | 070520 VERSANT POWER |  |  | 558315-3 | $070520 \quad 06 / 30 / 2020$ <br> 2560 kwh marina power ELECTRICITY | AP2112 | 732.98 |
|  |  | 732.98 | 6010100 | 55010 |  |  |  |
| Invoice: 10057335-9 | 080420 VERSANT POWER |  |  | 057335-9 | $\begin{array}{r} 080420 \quad 08 / 04 / 2020 \\ 198 \text { KWH SH Library PS Electric-EM } \\ \text { ELECTRICITY } \end{array}$ |  | 46.37 |
|  |  | 46.37 | 1550668 | 55010 |  |  |  |  |
| Invoice: 10057339-7 | 080420 VERSANT POWER |  |  | 057339-7 | $\begin{gathered} 080420 \text { AP2112 } \\ 2200 \text { KWH Otter Creek PS Electric-EM } \\ \text { ELECTRICITY } \end{gathered}$ |  | 758.86 |
|  |  | 758.86 | 1550669 | 55010 |  |  |  |  |
| Invoice: 10057342-3 | 080220 VERSANT POWER | 2,008.07 | 10057342-3 |  |  |  | 2,008.07 |
|  |  |  |  |  |  |  |  |  |
| Invoice: 10003320-2 | 080520 VERSANT POWER | 1,247.08 | 10003320-2 |  | 080520 08/05/2020 <br> 8080 kwh marina power ELECTRICITY | AP2112 | 1,247.08 |
|  |  |  |  |  |  |  |  |
| Invoice: 10558315-3 | 080520 VERSANT POWER | 3,273.75 | 10558315-3 |  | $080520 \quad 08 / 05 / 2020$ <br> 23600 kwh marina power ELECTRICITY | AP2112 | 3,273.75 |
|  |  |  |  |  |  |  |  |
|  | 080520 VERSANT POWER | 10558316-5 |  |  | $080520 \quad 08 / 05 / 2020$ 9920 kwh marina power | AP2112 | 1,561.02 |
| Invoice: 10558316-5 |  |  |  |  |  |  |  |  |  |




$\left\lvert\, \begin{array}{lr}\text { Pr } & 24 \\ \text { apcshdsb }\end{array}\right.$


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

TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT
WARRANT AP\# 2109
CHECK DATE: August 19, 2020

TOWN OF MOUNT DESERT

TOTAL DISBURSEMENTS: $\$ 116,719.40$
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 Martha T Dudman
Geoffrey V Wood named in this schedule.
Matthew J Hart

From:
Geoff Wood [gwood@dobsis.org](mailto:gwood@dobsis.org)
Sent: Wednesday, August 19, 2020 1:08 PM
To:
Subject:

Lisa Young
Re: Warrant AP\#2109 \& PR\#2104 Approval Request

I approve these warrants \#2109 and \#2104

## Geoffrey Wood

On Wed, Aug 19, 2020 at 1:02 PM Lisa Young [financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org) wrote:
Good Afternoon!

Attached are the following warrants for approval:

| Accounts Payable | $\# 2109$ | total of | $\$ 2,882.62$ |
| :--- | :--- | :--- | :--- |
| Payroll | $\# 2104$ | total of | $\$ 116,719.40$ |

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

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

Thank you!

Lisa Young


Lisa Young,
Finance Clerk, Tax Collector
TOWN OF MOUNT DESERT
BMV, STATE \& PR ACCOUNTS PAYABLE WARRANT
WARRANT AP\# 2110

$\overline{\text { Martha T Dudman }}$

## John B Macauley

$\overline{\text { Matthew J Hart }}$

| From: | John Macauley [jbmacauley3@gmail.com](mailto:jbmacauley3@gmail.com) |
| :--- | :--- |
| Sent: | Monday, August 24, 2020 2:03 PM |
| To: | Lisa Young |
| Subject: | Re: Warrant AP\#2110 State Fees/Payroll Benefits |
|  |  |
|  |  |
| I approve |  |

On Mon, Aug 24, 2020 at 2:01 PM Lisa Young [financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org) wrote:

Good Afternoon!

Attached is Accounts Payable Warrant \#2110 (for Payroll and/or State Fees) in the amount of \$6,073.56 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!
TOWN OF MOUNT DESERT
bMv, STATE \& PR ACCOUNTS PAYABLE WARRANT
WARRANT AP\# 2111

| CHECK NUMBER: | 313541 | through | 313543 | \$ | 93,443.57 | Check payments |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CHECK NUMBER: | N/A | through | N/A | \$ | - | Electronic payments |
| EFT NUMBER: | N/A | through | N/A | \$ | - | ACH Payments |
| EFT or CK NUMBER: | N/A | through | N/A | \$ | - | Voided Checks |
| TOTAL DISBURSEMENTS: $\$$ |  | 93,4 |  |  |  |  |
| 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. |  |  |  |  |  |  |


Geoffrey V Wood

| John B Macauley |
| :--- |
| Matthew J Hart |

TOWN OF MOUNT DESERT
PAYROLL WARRAN


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.


| John B Macauley |
| :--- |
| Matthew J Hart |

Selectmen:

From:
Matthew Hart [matt@theneighborhoodhouse.com](mailto:matt@theneighborhoodhouse.com)
Sent: Wednesday, September 2, 2020 10:02 AM
To:
Lisa Young
Re: Warrant AP\#2111 \& PR\#2105 Approval Request

Hi Lisa,

I approve AP Warrant \#2111 and Payroll Warrant \#2105.

Thanks!
-Matt

## Matthew Hart

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

## From: Lisa Young [financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org)

Date: Wednesday, September 2, 2020 at 9:14 AM
To: Geoffrey Wood [gwood@mtdesert.org](mailto:gwood@mtdesert.org), "jbmacauley3@gmail.com" [jbmacauley3@gmail.com](mailto:jbmacauley3@gmail.com), Martha
Dudman [martha.dudman@gmail.com](mailto:martha.dudman@gmail.com), Matt Hart [matt@theneighborhoodhouse.com](mailto:matt@theneighborhoodhouse.com)
Cc: Kathi Mahar [treasurer@mtdesert.org](mailto:treasurer@mtdesert.org)
Subject: Warrant AP\#2111 \& PR\#2105 Approval Request

## Good Morning!

Attached are the following warrants for approval:

| Accounts Payable | $\# 2111$ | total of | $\$ 93,443.57$ |
| :--- | :--- | :--- | :--- |
| Payroll | $\# 2105$ | total of | $\$ 112,694.35$ |

Please indicate your authorization to release the funds for these warrants by approving or rejecting.
I will "will reply to all" when the first approval comes in so that you know that we have the one required email approval.

Thank you!


Lisa Young,
Finance Clerk, Tax Collector
Town of Mount Desert
(207) 276-5531 (T) (207) 276-3232 (F)
WARRANT \#
DATE:


| Check\# | Check Date | Code | Name | Chls Grp | Gross Pay | Net Pay | Direct Deposit | B : Check Check Amt | umber Yoid |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 08/28/2020 | STAT | TREASURER, STATE OF MAIN |  | 2,602.00 | 2,602.00 | 0.00 | 0.00 |  |
|  | 08/28/2020 | IRS | INTERNAL REVENUE SERVIC |  | 8,042.83 | 8,042.83 | 0.00 | 0.00 |  |
| 46104 | 08/28/2020 | 149 | MARIAH D. BAKER | 1 | 1,884.61 | 1,543.22 | 1,543.22 | 0.00 |  |
| 46105 | 08/28/2020 | 311 | L.AURA-JEAN BEAL | 1 | 2,344.23 | 1,741.51 | 1,741.51 | 0.00 |  |
| 46106 | 08/28/2020 | 11 | KELLY S. BEAULIEU | 1 | 2,469.23 | 1,665.84 | 1,665.84 | 0.00 |  |
| 46107 | 08/28/2020 | 463 | RENE L. BECKER | 1 | 1,594.40 | 1,183.50 | 1,183.50 | 0.00 |  |
| 46108 | 08/28/2020 | 266 | JULIANNA R. BENNOCH | 1 | 2,536.53 | 1,901.22 | 1,901.22 | 0.00 |  |
| 46109 | 08/28/2020 | 314 | ANDREW J. CARLSON | 1 | 1,623.07 | 1,184.94 | 1,184.94 | 0.00 |  |
| 46110 | 08/28/2020 | 337 | AMBER G. CHARRON | 1 | 2,015.57 | 1,384.74 | 1,384.74 | 0.00 |  |
| 46111 | 08/28/2020 | 91 | Judith Cullen | 1 | 1,969.23 | 1,542.83 | 1,542.83 | 0.00 |  |
| 46112 | 08/28/2020 | 308 | Gloria $\Lambda$. Delsandro | 1 | 3,712.31 | 2,658.95 | 2,658.95 | 0.00 |  |
| 46113 | 08/28/2020 | 43 | SARAH R. DUNBAR | 1 | 1,998.07 | 1,504.79 | 1,504.79 | 0.00 |  |
| 46114 | 08/28/2020 | 52 | WANDA J. FERNALD | 1 | 2,392.30 | 1,574.96 | 1,574.96 | 0.00 |  |
| 46115 | 08/28/2020 | 57 | JASON W. FOUNTAINE | 1 | 1,694.40 | 1,235.24 | 1,235.24 | 0.00 |  |
| 46116 | 08/28/2020 | 332 | MARINA P. FREDERICK | 1 | 675.05 | 540.70 | 5410.70 | 0.00 |  |
| 46117 | 08/28/2020 | 329 | alexander garrett | 1 | 1,728.84 | 1,327.29 | 1,327.29 | 0.00 |  |
| 46118 | 08/28/2020 | 63 | IIEATIIER M. GRAVES | 1 | 2,315.38 | 1,510.7.5 | 1,510.75 | 0.00 |  |
| 46119 | 08/28/2020 | 65 | GAYLE M. GRAY | 1 | 2,469.23 | 1,762.24 | 1,762.24 | 0.00 |  |
| 46120 | 08/28/2020 | 477 | ANGELIQUE E. HODGION | 1 | 504.50 | 390.57 | 390.57 | 0.00 |  |
| 46121 | 08/28/2020 | 313 | ANDREA W. HOWELL | 1 | 1,630.50 | 1,325.55 | 1,325.55 | 0.00 |  |
| 46122 | 08/28/2020 | 293 | Any L. James | 1 | 2,536.53 | 1,738.41 | 1,738.41 | 0.00 |  |
| 46123 | 08/28/2020 | 90 | REBECCA A. JARVIS | , | 2,228.84 | 1,532.66 | 1,532.66 | 0.00 |  |
| 46124 | 08/28/2020 | 291 | PATRICIA A. KELLEY | , | 433.60 | 364.71 | 364.71 | 000 |  |
| 46125 | 08/28/2020 | 292 | TARA MCKERNAN | 1 | 2,225.38 | 1,608.45 | 1,608.45 | 0.00 |  |
| 46126 | 08/28/2020 | 461 | Janet nordelues | 1 | 2,400.87 | 1,623.85 | 1,623.85 | 0.00 |  |
| 46127 | 08/28/2020 | 237 | JUSTIN B. NORWOOD | 1 | 2,123.07 | 1,686.30 | 1,686.30 | 0.00 |  |
| 46128 | 08/28/2020 | 238 | WENDELL L. OPPEWALL | 1 | 1,389.65 | 805.99 | 805.99 | 0.00 |  |
| 46129 | 08/28/2020 | 240 | JEANNE C. OTT | 1 | 2,721.91 | 1.921 .69 | 1,921.69 | 0.00 |  |
| 46130 | 08/28/2020 | 275 | JOELLE A. RUDDY | 1 | 2,469.23 | 1,906.63 | 1,906.63 | 0.00 |  |
| 46131 | 08/28/2020 | 74 | LEON E. SARGENT | 1 | 2,187.00 | 1,463.33 | 1,463.33 | 0.00 |  |
| 46132 | 08/28/2020 | 120 | KAREN L. SHARPE | 1 | 482.57 | 401.70 | 401.70 | 0.00 |  |
| 46133 | 08/28/2020 | 375 | Kathleen C. St denis | 1 | 2,709.61 | 1,585.20 | 1,585.20 | 0.00 |  |
| 46134 | 08/28/2020 | 404 | KERRY L. TAYLOR | 1 | 2,461.53 | 1,829.71 | 1,829.71 | 0.00 |  |
| 46135 | 08/28/2020 | 476 | BRUCE L. TRIPP | 1 | 659.28 | 551.68 | 551.68 | 0.00 |  |
| 46136 | 08/28/2020 | 459 | SHANNON L. WESTPHAL | 1 | 1,892.30 | 1,476.60 | 1,476.60 | 0.00 |  |
| 46137 | 08/28/2020 | 448 | JACQUELINE A. WHEATON | 1 | 2,353.84 | 1,677.76 | 1,677.76 | 0.00 |  |
| 46138 | 08/28/2020 | AFLAC | AFLAC |  | 127.42 | 127.12 | 0.00 | 127.42 |  |
| 46139 | 08/28/2020 | BCBS | ANTHEM BC/BS |  | 6,691.72 | 6,691.72 | 0.00 | 6,691.72 |  |
| 46140 | 08/28/2020 | HM | HORACE MANN INSURANCE C |  | 700.00 | 700.00 | 0.00 | 700.00 |  |
| 46141 | 08/28/2020 | MSRS | MAINE PERS |  | 15,256.40 | 15,256.40 | 0.00 | 15,256.40 |  |
| 46142 | 08/28/2020 | MET | METROPOLITAN LIFE INSUR |  | 350.00 | 350.00 | 0.00 | 350.00 |  |
| 46143 | 08/28/2020 | delta den | NORTHEAST DELTA DENTAL |  | 908.82 | 908.82 | 0.00 | 908.82 |  |
| 46144 | 08/28/2020 | PRIM | PRIMERICA FINANCIAL SVCS. |  | 370.00 | 370.00 | 0.00 | 370.00 |  |
| 46145 | 08/28/2020 | FEDHEALTH | TREASURER, STATE OF MAIN |  | 0.00 | 0.00 | 1).00 | 0.00 |  |
|  |  |  |  |  | 101,881.85 | 83,202.70 | 48,153.51 | 24,404,36 |  |



WARRANT\# 35
DATE: $P$ D 1 AUG 282020


SUPERINTENDENT

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

## FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

83202.70 net pay
52379.20 payroll A/P
135581.90

# Mount Desert School Department Check Register 



5 Checks Listed
$\qquad$


[^0]:    Wendy H Littlefield, Secretary

[^1]:    09／04／2020 08：34
    69051you

