

Town of Mount Desert

Board of Selectmen
Agenda
Regular Meeting
TUESDAY, January 17, 2023
Location: Meeting Room, Town Hall, Northeast Harbor; Meetings will continue to be offered via Zoom see final page for connection details. Per Maine CDC, COVIID transmission rate is LOW; masks are not required.
I. Call to order at 6:30 p.m.

Public please hold comments until the BOS Chairman opens the agenda items for public comment
II. Minutes
A. Approval of minutes from January 3, 2023 meeting
III. Appointments/Recognitions/Resignations
A. Request appointment of Sarah Adelberg as full-time FF/EMT at an initial rate of $\$ 26.75$ to be increased to $\$ 28.24$ upon successful completion of a 6-month probationary period, effective date of January 18, 2023
B. Request appointment of William Shepard as part-time Fire Fighter at a rate of $\$ 18.00$ an hour, effective date of January 18, 2023
C. Request Appointment of Megan Bailey to the Warrant Committee effective January 17, 2023
D. Request Appointment of James Blaine to the Warrant Committee effective January 17, 2023
E. Request Appointment of Wendy Todd to the Economic Development Committee effective January 17, 2023
F. Request Appointment of Megan Bailey to the Comprehensive Planning Committee
G. Appointment of BOS member as liaison to the Broadband Committee
IV. Consent Agenda (These items are considered routine, and therefore, may be passed by the Selectmen in one blanket motion. Board members may remove any item for discussion by requesting such action prior to consideration of that portion of the agenda.)
A. Thank you letter from Great Cranberry Fire Department and the Islesford Volunteer Fire Department, dated January 4, 2023
B. Hancock County Commissioners Special Meeting Minutes from December 20, 2022
C. Municipal solid waste (MSW) will continue bypassing PERC and go to landfill as PERC continues to get the tipping floor volume reduced to a point they can start accepting and processing MSW

## V. Selectmen's Reports

## VI. Unfinished Business

A. Island Explorer Memorandum of Understanding presentation and review
B. Neighborhood House Memorandum of Understanding presentation and review
C. Northeast Harbor Library Memorandum of Understanding presentation and review
D. Somesville Library Memorandum of Understanding presentation and review

## Unfinished Business continued

E. Authorize Town Manager Durlin Lunt to sign Contractor Service Agreement with A Climate to Thrive for services in support of State of Maine Community Action Grant to implement the Towns Climate Emergency Plan
F. Accept Community Support Grant from the State of Maine in the amount of $\$ 29,025$, such funds to be used in support of the Town of Mount Desert's Climate Action plan. Further authorize Town Manager Durlin Lunt to sign the grant approval document
G. Discussion of proposed Code of Conduct/Ethics policy for the Town of Mount Desert
H. Review and discussion of proposal from G.F. Johnston \& Associates to conduct a feasibility study for the purpose of increasing the number of reliable water sources for fire protection use in the area known as Pond's End

## VII. New Business

A. Authorize Small Animal Clinic Contract for 2023
B. Authorization to pay for replacement of Northeast Harbor Mooring Floats top and bottom chains by Alvah B. Barge Service Inc. for $\$ 2,434.50$. The Northeast Harbor Mooring/Floats CIP 6410100-24681 has a balance of $\$ 351,754.13$
C. Consideration of Highway Superintendent Ben Jacobs request to lease a new model year 2023 loader backhoe for a sum of $\$ 121,400.00$ after receiving $\$ 31,000.00$ for the trade of our 2015 Case loader backhoe from Beauregard Equipment
D. Consideration of Highway Superintendent Ben Jacobs request to finance the 2023 loader backhoe through a lease agreement from Gorham Savings Bank with a 5-year term at a fixed interest rate of 4.57 percent for annual payments of approximately $\$ 26,496.96$, with terms as detailed in the January 12, 2023 memo to Town Manager, Durlin Lunt. Fifty percent of the annual lease payment to be made from the Public Works Equipment Reserve Account 4050100-24500 with a current balance of \$94,915.28, and the remaining fifty percent of lease payment would be made from the Highways annual appropriations Lease-Backhoe budget line 1550100-55312
E. Consideration to authorize Highway Superintendent Ben Jacobs to execute all documents on behalf of the Town to facilitate the purchase and execute the lease in accordance with the terms described in New Business items $C$ and D.
F. Request authorization for the Fire Chief to sign and execute a contract with Maine Maritime Academy to provide the fire department's breathing air cascade/compressor vehicle along with an operator in support of their student fire training program at the Ellsworth Fire Training Center
G. MDI Historical Society request for additional funding to paint the Somesville bridge and museum at a cost of \$13,000
H. Review of FY 2024 Budgets: Public Works, and Marina budget \& revenues
VII. Other Business (Addendum items may be considered at the Selectboard's discretion via majority vote to do so under Other

Business or out of order.)
A. Such other business as may be legally conducted

## IX. Treasurer's Warrants

A. Approve \& Sign Treasurer's Warrant as shown below:

| Town Invoices | AP\#2346 | $1 / 18 / 2023$ | $\$ 694,597.34$ |
| :--- | :---: | :---: | ---: |
| Total |  |  | $\mathbf{\$ 6 9 4 , 5 9 7 . 3 4}$ |

B. Approve Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants as shown below:

| State Fees \& PR <br> Benefits | AP\#2344 | $1 / 6 / 2023$ | $\$ 45,263.76$ |
| :--- | :---: | :---: | ---: |
|  | $\mathrm{AP} \# 2345$ | $1 / 11 / 2023$ | $\$ 8,991.28$ |
| Town Payroll | $\mathrm{PR} \# 2315$ | $1 / 6 / 2023$ | $\$ 135,283.36$ |
| Total |  |  | $\mathbf{\$ 1 8 9 , 5 3 8 . 4 0}$ |

C. Acknowledge Treasurer's Town Voided Disbursements \& School Board AP/Payroll Warrants as shown below:

| School Invoices | AP\#7 | $1 / 4 / 2023$ | $\$ 73,640.86$ |
| :--- | :---: | :---: | ---: |
| School Payroll | PR\#14 | $1 / 6 / 2023$ | $\$ 84,680.95$ |
| Voided <br> Disbursements | V2307 | $1 / 11 / 2023$ | $\$(11,074.70)$ |
| Total |  |  | $\mathbf{\$ 1 4 7 , 2 4 7 . 1 1}$ |

## Grand Total $\quad \square \quad$. $\$ 1,031,382.85$

## X. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., Monday, February 5, 2023 in the Meeting Room, Town Hall, Northeast Harbor

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<br>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)
Dial by your location
+1 3126266799 US (Chicago)
+1 4086380968 US (San Jose)
+1 6468769923 US (New York)
+1 3017158592 US (Germantown)
+1 3462487799 US (Houston)

Zoom security now requires a password on all zoom meetings, so the recurring BOS meeting now has a password.

# Board of Selectmen 

## Managers Memo

Location: Remote Meeting Via Zoom
Date: January 17, 2023

Time: 6:30 p.m.

Memo details:

## I. CONSENT AGENDA

a. These are informational with no action required.

## A possible Motion to accept the consent agenda as printed.

## II. UNFINISHED BUSINESS

a. Discussion of proposed Code of Conduct/Ethics policy for the Town of Mount Desert- A copy is available in your packet. Recently the issue of conflict of interest has been raised in the context of LUZO Committee membership, but there are a number of other boards and committees where the issue could be problematic. As you know, in small towns people wear a lot of hats so it is difficult to avoid conflicts, but we must be vigilant to acknowledge them where they exist.
b. Authorize Town Manager Durlin Lunt to sign contractor service agreement with 'A Climate to Thrive" - This agreement will provide for 'A Climate to Thrive" to assist the Town in its efforts address the issues raised in its Climate Emergency Declaration. Funding for this work is to be provided by a grant from the State of Maine Community Development Office. The tasks to be provided by ACTT are a greenhouse gas inventory, predevelopment work for a possible municipal solar array(s), and community resilience training to train town leadership, as well as community leaders in anticipated climate impacts and pathways to resilience.
c. Accept community Service grant from the State of Maine in the amount of $\$ 29,025$ and authorize Town Manager Durlin Lunt to sign the grant approval document. - These funds will be used in support of the towns climate emergency plan as outlined in item $b$ under unfinished business.

## III. NEW BUSINESS

MINUTES

# Town of Mount Desert <br> Board of Selectmen <br> Minutes of January 3, 2023 

Board Members Present: Chair John Macauley, Martha Dudman, Rick Mooers, Geoff Wood, Wendy Littlefield

Town Officials Present: Town Clerk Claire Woolfolk, Fire Chief Mike Bender, Town Manager Durlin Lunt, Tax Assessor Kyle Avila, Finance Director Jake Wright, Police Captain Dave Kerns, Police Chief Jim Willis

Members of the Public were also present.

## I. Call to order at 6:30 p.m.

Chair Macauley called the meeting to order at 6:28PM.

## II. Minutes

A. Approval of minutes from December 5, 2022 meeting

MOTION: Ms. Dudman moved, with Mr. Mooers seconding, approval of the Minutes of
December 5, 2022 as presented.
Motion approved 5-0.
B. Approval of minutes from December 19, 2022 meeting

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, approval of the Minutes of December 19, 2022 as presented.
Motion approved 4-0-1 (Littlefield in Abstention).

## III. Appointments/Recognitions/Resignations

A. Approve appointment of Meg Ashur to the Sustainability Committee effective January 4, 2023
MOTION: Mr. Mooers moved, with Ms. Dudman seconding, appointment of Meg Ashur to the Sustainability Committee effective January 4, 2023 as presented.
Motion approved 5-0.
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, Buildings \& Grounds, Solid Waste
B. Thank you letter from Mount Desert Nursing Association, December 14, 2022

MOTION: Mr. Mooers moved, with Mr. Wood seconding, acceptance of the Consent Agenda as presented.
Motion approved 5-0.
V. Selectmen's Reports

Ms. Dudman reported she's received complaints regarding streetlights on Stanley Lane, Summit Road, and Pine Street. The lights shine into two houses. Resident Teresa Burr reported the streetlight on Stanley Lane is directly across from her house. Stanley Lane is only 15 feet in width. Her house is filled with light from the streetlight and gives her
little privacy from anyone looking in. She felt no assessment was made prior to the light's installation. There is another light for Stanley Lane on the corner, a short distance down. Ms. Burr estimated Stanley Lane was less than a quarter of a mile in length. She requested the light be removed. The light was installed in December 2022. The light has been angled away and a shade has been added to the light. These efforts have not worked.

Manager Lunt confirmed the Board can vote to have the light removed.
Police Chief Willis reported that lights can be dimmed and shaded. He was unsure whether these measures have been tried. The Police Department handles the streetlights and would be happy to try to make adjustments if the Board desired. Manager Lunt agreed the Police Department should look into the situation. Ms. Littlefield hoped there could be a way to keep all residents on the road satisfied. Ms. Burr wondered if a light could be placed on the Northeast Plumbing and Heating building to improve lighting. Chief Willis agreed to assess the situation and offer some suggestions. Ms. Dudman asked Chief Willis to look at the lighting on the corner of Pine Street and Sylvan Road, and on Summit Road as well. Once reviewed, residents would be informed.

Mr. Wood suggested that when a resident makes a request of this type, the Town take the time to review the situation and allow input from other residents.

Ms. Dudman inquired about the marina landscaping plan. She believed the Harbor Committee intended to review the plan again. The item has not been on the Harbor Committee agenda.

## VI. Unfinished Business

## A. Accept $\$ 7,000.00$ donation from Town of Mount Desert Community Development Corporation

Manager Lunt reported this funding would go towards skating rink maintenance. The Town is in receipt of the funding.

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, acceptance of a $\$ 7,000.00$ donation from Town of Mount Desert Community Development Corporation, as presented.
Motion approved 5-0.
B. Review and consider acceptance of proposal from Peter Bronson for maintenance of the Northeast Harbor Marina skating rink
Chair Macauley pointed out that the position will be filled on a year-to-year basis. It was not stated in the proposal as such. Manager Lunt agreed it was not stated in the proposal; he felt that at the end of the season, the position is essentially over. Chair Macauley added that, depending on a variety of factors, the position could cost more than estimated. Manager Lunt agreed. He hoped the budget wouldn't go over the amount funded, but funds could be found if it did.

MOTION: Mr. Wood moved, with Ms. Littlefield seconding, acceptance of proposal from Peter Bronson for maintenance of the Northeast Harbor Marina skating rink, as presented.
Motion approved 5-0.

## VII. New Business

A. Public Space Special Event Application - Wedding - February 4, 2023, Suminsby Park
Ms. Littlefield inquired about access to the park in the winter. Mr. Mooers believed the Applicant and guests may need to park on Sargent Drive to access the park. Clerk Woolfolk reported that she explained to the Applicants that access to the park is weather dependent. She suggested they talk to the Police Department about parking.

MOTION: Ms. Littlefield moved, with Mr. Wood seconding, approval of the Public Space Special Event Application - Wedding - February 4, 2023, Suminsby Park, provided the park is accessible.
Motion approved 5-0.
B. Authorization to pay MCM Electric $\$ 5,625.00$ for the purchase and replacement of two power pedestals out of the Northeast Harbor Marina Power Pedestals CIP \# 6410100-24680 which has a balance of \$105,134.26
MOTION: Mr. Wood moved, with Ms. Littlefield seconding, authorization to pay MCM Electric $\$ 5,625.00$ for the purchase and replacement of two power pedestals out of the Northeast Harbor Marina Power Pedestals CIP \# 6410100-24680 which has a balance of $\$ 105,134.26$, as presented.
Motion approved 5-0.

## C. Authorize Town Manager, Durlin Lunt, to enter into HR Employee Sharing Agreement with the Town of Bar Harbor

Manager Lunt explained the HR position was budgeted last year for two days per week. Chair Macauley asked about the exclusivity clause. He hoped notice could be given prior to such an action. Both Chief Willis' position and CEO Keene's position include such clauses.

The position is for three years. The Town has the option to terminate the position.
MOTION: Ms. Dudman moved, with Mr. Wood seconding, authorizing Town Manager Durlin Lunt to enter into HR Employee Sharing Agreement with the Town of Bar Harbor, as presented.
Motion approved 5-0.
D. Review and adopt Memorandum of Understanding template for Contracted Municipal and Community Oriented Services
Manager Lunt confirmed the Memorandum of Understanding (MOU) was reviewed by legal counsel.

MOTION: Mr. Wood moved, with Ms. Dudman seconding, adoption of Memorandum of Understanding template for Contracted Municipal and Community Oriented Services as presented.

The MOU is in regard to third-party requests. Mr. Wood recalled a few organizations were considered clear candidates for a different type of consideration than other organizations received. He wondered how the process would evolve.

Finance Director Wright believed it a political decision. The organizations currently included came from initial conversations regarding the third-party policy. The list can be changed if deemed necessary. Ms. Dudman recalled the plan was to start with these organizations and see how the process went.

Chair Macauley asked about the VIS organizations. It was confirmed no VIS organizations are currently on the list. Mr. Mooers explained that the committee created something completely new. The intent was to identify those entities providing a service directly to the Town that other towns pay to have provided. Starting with this small group will give the Town a format with which to look at other third-party organizations.

Mr. Wood was approached with the possibility of a third-party organization hoping to strengthen their connection with the town. How would it affect them if they were not included in this group? Ms. Dudman pointed out that a third-party organization can approach the Board with a presentation at any time during the year to strengthen their connections with the Town.

Ms. Dudman lauded Mr. Mooers' work on the project.
Motion approved 5-0.
E. Discussion of Contracted Service Organizations governed by MOU and associated budget presentation
Ms. Dudman voiced her preference for the second option presented; that of creating a new department in the 200 series.

Director Wright noted that if the rest of the Board was in agreement, he would proceed in that direction. These groups could come to the second meeting in January to be approved as part of the overall budget.

MOTION: Mr. Mooers moved, with Mr. Wood seconding, that per the memorandum submitted to the Board by Finance Director Jake Wright, the Board accept the "Number Two" model presented; to Create a new department within the 200 series to be appropriated within the "General Government" warrant article. Said department would be entitled "Contracted Municipal and Community - Oriented Services" or similar. The representatives of the MOU-governed organizations could attend the General Government budget review meeting(s) and/or submit requested documents, as determined appropriate by the Selectboard, as presented.

Motion approved 5-0.

The organizations to be considered for this model was discussed. Mr. Wood wondered if the Island Explorer service belonged in the group with the others. Mr. Mooers explained they were included in this category as a service the Town does not otherwise provide.

## F. Authorize Durlin Lunt, Town Manager, to sign an MOU with Harold Alfond Center for the Advancement of Maine's Workforce and authorize the acceptance of training cost contributions and participation in the program. From 2023 through 2025, the program will provide a $\$ 1,200$ annual match available to each Mount Desert employee for acceptable training and continuing education. Any actual expenditure incurred by Mount Desert will be in accordance with budgetary appropriation limitations and internal policies

Manager Lunt felt this program would provide added value to the Town employees. The program was introduced to the Town by the new HR Manager.

MOTION: Mr. Wood moved, with Ms. Littlefield seconding, authorization of Town Manager Durlin Lunt to sign an MOU with Harold Alfond Center for the Advancement of Maine's Workforce and authorize the acceptance of training cost contributions and participation in the program. From 2023 through 2025, the program will provide a $\$ 1,200$ annual match available to each Mount Desert employee for acceptable training and continuing education. Any actual expenditure incurred by Mount Desert will be in accordance with budgetary appropriation limitations and internal policies as presented. Motion approved 5-0.
G. Consider the appointment of members to a Comprehensive Plan Committee to work on updates to the Town's Comprehensive Plan
Consultant Noel Musson reported the Comprehensive Plan was last updated ten years ago. Mr. Musson expected this to be more of an update of the last plan rather than a full reboot. Phase one will include data collection and updates. Goals, objectives, and strategies can be identified, and the Plan can then be reviewed to determine what sections require more intensive review than others. A Comprehensive Plan Committee is necessary for the process. Mr. Musson hoped the next iteration of the Plan will be more user friendly and readable. Some neighborhood meetings have already been held and were well attended.

Two or three months would be taken to focus on updating the data sections. Committee meetings can then begin. Mr. Musson estimated the meetings beginning in the summer or fall. Mr. Musson estimated perhaps seven committee members would be appropriate, but it would depend on who is interested. Advertisement would go out for Committee members. Manager Lunt suggested they be a balanced group representing the various Mount Desert villages.

Ms. Littlefield volunteered to act as Selectboard Liaison to the Committee.
Mr. Wood hoped there was a way to include opinions from all residents, and not just those best at putting their opinions forward. A full and fair consensus must be aspired to.

Resident Lincoln Millstein voiced his concerns. While he supports the idea of a Comprehensive Task Force, he believed the Town is using a dated process to tackle today's problems. The length of time involved in the process is a detriment to a community under stress. There is an urgent need for change and the old ways of implementing change may not be effective.

MOTION: Ms. Dudman moved, with Mr. Wood seconding, to begin the process of appointment of members to a Comprehensive Plan Committee to work on updates to the Town's Comprehensive Plan as presented.
Motion approved 5-0.
H. Review of FY 2024 Budgets: Public Safety

A review was made of the Public Safety Budget.
Chair Macauley asked about the General Supplies line item. Fire Chief Bender reported the increases noted are almost all EMS supplies, mostly consumables.

Mr. Wood asked about the removal of the equipment vehicle line item in the Police budget. Chief Willis explained the line item was moved to the CIP accounts. The Police Budget shows hiring a shared mental health liaison position under the Contract and Services line item. Captain Kerns explained that many mental health calls being responded to do not necessarily require police involvement. A Pilot program was created with Healthy Acadia and AMHC this year, allowing a mental health personnel to work out of the police department one day a week. The position proved useful, and it's lowered mental health-related call volume. Hiring someone instead of contracting allows for more consistency in the department. The position would be shared $60 / 40$ between Bar Harbor and Mount Desert. Police documented 30 calls the mental health professional was heavily involved with in the one day per week they worked for the Towns. The position will be 40 hours a week. The person hired will work under Bar Harbor's wages and benefits system. The position requires professional supervision of the employee, which will likely be contracted. The position can't be hired until both Town budgets pass.

It was noted the mental health professional could come to a meeting to explain the position, and how issues like drug and alcohol addiction are interconnected.

Chief Willis pointed out the Communications Budget is proposing a Dispatch Supervisor, using the funding for dispatch personnel the Town was unable to hire. Chief Willis hopes to set it up within the month as a test to see how the position works, in anticipation of requesting funding for the position in next year's budget.

## VIII. Other Business

A. Such other business as may be legally conducted No Other Business was presented.

## IX. Treasurer's Warrants

A. Approve \& Sign Treasurer's Warrant as shown below:

| Town Invoices | $\mathrm{AP} \# 2340$ | $12 / 20 / 2022$ | $\$ 69,285.41$ |
| :--- | :---: | ---: | ---: |
|  | $\mathrm{AP} \# 2343$ | $01 / 04 / 2023$ | $\$ 340,106.76$ |
| Total |  |  | $\mathbf{\$ 4 0 9 , 3 9 2 . 1 7}$ |

MOTION: Ms. Littlefield moved, with Mr. Mooers seconding, approval and signature of Treasurer's Warrant as shown above.
Motion approved 5-0.
B. Approve Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants as shown below:

| State Fees \& PR <br> Benefits | AP\#2341 | $12 / 21 / 2022$ | $\$ 3,357.63$ |
| :--- | :--- | ---: | ---: |
|  | $\mathrm{AP} \# 2342$ | $12 / 29 / 2022$ | $\$ 86,803.84$ |
| Town Payroll | $\mathrm{PR} \# 2314$ | $12 / 23 / 2022$ | $\$ 143,107.08$ |
| Total |  |  | $\mathbf{\$ 2 3 3 , 2 6 8 . 5 5}$ |

MOTION: Mr. Mooers moved, with Mr. Wood seconding, approval of signed Treasurer's
Payroll, State Fees, \& PR Benefit Warrants as shown above.
Motion approved 4-0-1 (Littlefield in Abstention).
C. Acknowledge Treasurer's Town Voided Disbursements \& School Board AP/Payroll
Warrants as shown below:

| School Invoices |  |  |  |
| :--- | :---: | :---: | ---: |
| School Payroll | PR\#13 | $12 / 23 / 2022$ | $\$ 179,101.15$ |
| Voided <br> Disbursements | V2305 | $12 / 20 / 2022$ | $\$(69,285.41)$ |
|  | V2306 | $12 / 27 / 2022$ | $\$(80.00)$ |
| Total |  |  | $\$ 109,735.74$ |

MOTION: Ms. Dudman moved, with Mr. Mooers seconding, acknowledgement of Treasurer's Town Voided Disbursements \& School Board AP/Payroll Warrants as shown above.
Motion approved 5-0.

## Grand Total

\$752,396.46

## X. Adjournment

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, to adjourn. Motion approved 5-0.

The meeting adjourned at $7: 22 \mathrm{PM}$.

Respectfully submitted,

Geoffrey Wood

## APPOINTMENTS

## RECOGNITIONS

## RESIGNATIONS



# Town of Mount Desert 

Michael Bender, Fire Chief
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

Telephone 207-276-5111
Fax 207-276-5732
Web Address www.mtdesert.org
firechief@mtdesert.org

## Memo

To: Durlin Lunt, Town Manager

From: Mike Bender, Fire Chief
CC:
Date: January 11, 2023
Re: Appointment of Full Time Firefighter/EMT

I would like to make the recommendation and request that the Board of Selectman appoint Sarah Adelberg to the positions of full-time Municipal Firefighter/EMT at the probationary rate of $\$ 26.75$, effective January 18, 2023.

Sarah has been a part time EMT with the fire department since her confirmation by the Select Board at their April 4, 2022 meeting. Over the past the past 10 months she has filled in multiple open shifts working as a per diem EMT, often putting in 40 plus hours a week. She recently completed an Advanced EMT class in Bangor and is scheduled to take her licensing tests in the coming weeks, hopefully obtaining her EMT-A certification soon. The Advanced license level allows our service to provide a higher level of care to our community over an EMT-Basic. Unused wages from the 3 remaining open Paramedic positions will be used to pay for the position for the remainder of the current fiscal year. Funding for this position is included in our 2023-2024 proposed budget.

Thank you.


# Town of Mount Desert 

Michael Bender, Fire Chief
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

Telephone 207-276-5111
Fax 207-276-5732
Web Address www.mtdesert.org
firechief@mtdesert.org

## Memo

To: Durlin Lunt, Town Manager
From: Mike Bender, Fire Chief
CC:
Date: January 12, 2023
Re: Appointment Part-Time Firefighter

I would like to request and recommend that the following appointments be made to the Mount Desert Fire Department, with effective date and starting pay for each noted below.

- William Shepard as part-time Firefighter with an effective date of January 18, 2023, at a starting pay of \$ per hour.

Thank you.

## Resident Request for Appointment to Volunteer Board or Committee

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

Date: 1/12/2023

| Name: | Megan Bailey |
| :--- | :--- |
| Street |  |
| Address: | 46 Summit Road, NEH 04662 |
| Mail |  |
| Address: | PO Box 955, NEH 04662 |

E-mail: meganraebailey88@gmail.com
Street
Address:
PO Box 955, NEH 04662
$\qquad$

Are you a registered voter in the Town of Mount Desert?

Phone: Home $\qquad$
$\qquad$
Cell 207-745-4822

Yes No

## Appointment(s) requested:

Warrant Committe

If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: Currently serve as Vice Chair of the Economic Development Committee.

Are there other background experiences or skills that you feel would contribute to this appointment? I am an economist at UMaine's MCS Policy Center and focus on public finance/administration,
and community/economic development

Why are you interested in this appointment?

> | Kathy Miller thought I might find the Warrant |
| :--- |
| Committee interesting and that my background |
| might be useful |

What are your goals for this Board or Committee? $\qquad$ make appropriate recommendations to the Town

[^0]

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

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

E-mail: jblaine 1945 equail.com
Are you a registered voter in the Town of Mount Desert?

Date: $\qquad$ $\operatorname{Jan} 4,2023$

Phone: Home 207-276-3631
Work $610-5763-9648$
Cell 610-5-63-9648

Appointments) requested: Warrant Committee
If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: Economic Development Committer and
$\qquad$
Are there other background experiences or skills that you feel would contribute to this appointment?


Why are you interested in this appointment? I am in terested in how the tax money is allocated and spent
What are your goals for this Board or Committee?

community welfare should not be in opposition
Do you have conflicts with meeting times or group assignments? $\qquad$ traveled much since Covid - but expect to start do ing so in 2023. If I can attend rome meetriss by 200 m and T:UDN FILESIFormsIResident Request for Appointment Board or Committee. doc Get info by interne, I should be able to attend all meetings.


# Resident Request for Appointment to Volunteer Board or Committee 

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

| Name: | Wendy Todd |
| :--- | :--- |
| Street | Mount Desert Chamber of Commerce |
| Address: | 41 Harbor Lane |
| Mail | PO Box 675 |
| Address: | Mount Desert, ME 04662 |
|  |  |
| E-mail: | director@mtdesertchamber.org |

Date: $1 / 12 / 23$
Name: Wendy Todd

Street
Address:
PO Box 675
Mount Desert, ME 04662
director@mtdesertchamber.org

Phone: Home $\qquad$

Yes NoX

> | Work $\frac{207.276 .5040}{}$ |
| :--- |
| Cell 216.536 .4556 |

Are you a registered voter in the Town of Mount Desert?
Appointment(s) requested: Economic Development Committee

If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience:
I actively serve the History Trust Governing Council as a primary representative for the Great Cranberry Island Historical Society (GCIHS). I'm also a GCHIS

Trustee and Archives Committee Chair.
Are there other background experiences or skills that you feel would contribute to this appointment? Myprofessional skillset would contribute to this appointment as an engaged committee member which requires effective communication, collaboration, and motivation to serve the greater good while achieving outcome based goals in support of the Town's comprehensive plan.
Why are you interested in this appointment? am interested in this appointment to represent and advocate
for the shared interests of the chamber and greater community in the sustainability and
_ development of businesses as a year round place to live and thrive.
What are your goals for this Board or Committee? My goals for this committee is to bring in new businesses and support the business community while addressing any barriers, e.g., housing, to their success or the success of the Town.

Do you have conflicts with meeting times or group assignments? No

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

## Resident Request for Appointment to Volunteer Board or Committee

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

Date: 1/12/2023

| Name: | Megan Bailey |
| :--- | :--- |
| Street |  |
| Address: | 46 Summit Road, NEH 04662 |
| Mail |  |
| Address: | PO Box 955, NEH 04662 |

E-mail: meganraebailey88@gmail.com
Street
Address:
PO Box 955, NEH 04662

Are you a registered voter in the Town of Mount Desert?

Phone: Home $\qquad$
$\qquad$ Cell 207-745-4822

Yes

## Appointment(s) requested:

Comprehensive Planning Committee

If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: Currently serve as Vice Chair of the Economic Development Committee.

Are there other background experiences or skills that you feel would contribute to this appointment? I am an economist at UMaine's MCS Policy Center and focus on public finance/administration,
and community/economic development - I've worked with multiple towns on their comp. plans

Why are you interested in this appointment? My background/experience may be helpful for the completion of the comp. plan.

What are your goals for this Board or Committee? $\qquad$ produce a useful updated 10-year plan

[^1]
## CONSENT AGENDA

## Great Cranberry Island Volunteer Fire Department

192 Cranberry Road Cranberry Isles, ME. 04625
Chief: R. Howland// President: M. Alley // Vice President: M. Westphal Treasurer: M. Westphal // Secretary: K. Damon

## Islesford Volunteer Fire Department

16 Maple Avenue Islesford, ME 04646
Chief: R. Howland // Asst. Chief: J. Alley // President: D. Thomas // Vice


President: B. Fernald // Treasurer: M. Amuso // Secretary: K. Damon

January 4, 2023

Mount Desert Fire Department, Chief Mike Bender
21 Sea Street
PO BOX 248
Northeast Harbor, Maine 04662

On behalf of both the Great Cranberry Fire Department and The Islesford Volunteer Fire Department, I would like to formally thank the members of your department for their prompt response to our request for a mutual aid on Great Cranberry Island.

Living on the islands we have limited manpower, and limited resources. It is very reassuring to know that we can count on your department to assist us during an emergency.

We are here to support your department as well if the need arises.

Sincerely,


Richard Howland

Chief
Great Cranberry Fire Department Islesford Volunteer Fire Department


Islesford Volunteer Fire Department

## COMMISSIONERS SPECIAL MEETING

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

The special meeting of the Hancock County Commissioners was brought to order by Commissioner Wombacher at 8:30 a.m. on Tuesday December 20, 2022. Commissioner Clark, Commissioner Paradis, County Administrator Michael Crooker were also present, as well as several Department Heads. The meeting was held using a hybrid format and Department Heads and members of the public were able to attend in person or via Zoom.

Adjustments to agenda:
MOTION: Move to approve the Agenda as presented with the exception of adding an item 7(c) titled "Request to hire Ian Foster of Sullivan as a full-time Corrections Officer with full benefits, effective December 24, 2022". (Paradis/Clark 3-0, motion passed)

Public Comment: None
Meeting Minutes:
MOTION: Move to approve the December 6, 2022 Regular Meeting as presented. (Paradis/Clark 3-0, motion passed)

## Sheriff:

MOTION: Move to recognize and commend Chief Deputy Corey Bagley and Deputy Travis Frost for their Life Saving awards.

MOTION: Move to recognize and commend citizens Jayne Snowdeal, Timothy Terry and David Terry for Life Saving awards. (Paradis/Clark 3-0, motion passed)

MOTION: Move to recognize and commend citizens Richard Leighton and Malcolm Perry for their Life Saving awards. (Paradis/ Clark 3-0, motion passed)

MOTION: Move to that the Sheriff be authorized to purchase 28 firearms under this program and take the money out of ARPA funds. (Clark/Wombacher 3-0, motion passed)

MOTION: Move that the Sheriff contact Sullivan and let Sullivan preview the cruiser he wishes to retire and decide which one he wants and the Sheriff to determine a value and brings that back to us for a final decision. (Clark/Paradis 3-0, motion passed)

MOTION: Move to approve the purchase of 8 vehicles at a purchase price of $\$ \mathbf{5 9 , 7 6 9 . 7 5 . 0 0}$ and be paid for with ARPA funds. (Wombacher/Paradis 2-0, Clark voted no, motion passed)

ARP:
Premium pay requests from 2 municipalities who missed the original deadlines:

MOTION: Move to approve payment to both Gouldsboro and Surry. (Clark/Wombacher 3-0, motion passed)

Maintenance:
MOTION: Move to approve the Fire Panel Replacement Project, in the amount of \$59,808 to be paid from ARPA funds. (Paradis/Clark 3-0, motion passed)

UT:
MOTION: Move to approve the Regional Animal Control Agreement. (Clark/Paradis 3-0, motion passed)

MOTION: Move to solicit applications for the Animal Control Officer. (Clark/Wombacher 3-0)

MOTION: Move to assign Unit \#93 cruiser to Animal Control Officer and charge to Animal Control Program. (Clark Wombacher 3-0, motion passed)

## Jail:

MOTION: Move to hire Autumn Moore of Blue Hill as a full-time Corrections Officer with full benefits, effective December 24, 2022. (Paradis/Clark 3-0, motion passed)

MOTION: Move to hire Jason Alley of Hancock as a full-time Corrections Officer with full benefits, effective December 24, 2022. (Paradis/Clark 3-0, motion passed)

MOTION: Move to hire Ian Foster of Sullivan as a full-time Corrections Officer with full benefits, effective December 24, 2022. (Paradis/Clark 3-0, motion passed)

## Airport:

MOTION: Move to authorize Jacobs Engineering to commence work on the "Marking \& Crack Seal" project, prior to execution of the contract between the Airport and Jacobs Engineering. All such costs incurred by Jacobs shall not exceed $\mathbf{\$ 1 0 , 0 0 0}$ and the Chair to sign. (Paradis/Clark 3-0, motion passed)

MOTION: Move to appoint Tom Dunn of Columbia Air Services to the Aviation Tennant seat on the Airport Advisory Committee for a two-year term staring January 1, 2023 and thank him for his willingness to serve. (Paradis/Clark 3-0, motion passed)

MOTION: Move to appoint Barbara Butler of Cape Air to the Airline Tennant seat on the Airport Advisory Committee for a two-year term starting January 1, 2023 and thank you for her willingness to serve. (Paradis/Clark 3-0, motion passed)

MOTION: Move to appoint William Eberhardt of Orland to the District 2 seat on the Airport Advisory Committee for a two-year term starting January 1, 2023 and thank him for his willingness to serve. (Paradis/Clark 3-0, motion passed)

MOTION: Move to appoint Karl Warner to the At Large seat on the Airport Advisory Committee for a two-year term starting January 1, 2023 and thank him for his willingness to serve. (Paradis/Clark 3-0, motion passed)

Commissioners:
MOTION: Move that we are unable to serve as fiscal agent for a USDA Solid Waste Grant. (Clark/Paradis 3-0, motion passed)

MOTION: Move to approve the 2023 Employee Health Insurance Buyout/Buydown Policy based at 35\%. (Paradis/Clark 3-0, motion passed)

MOTION: Move to adjourn. (Paradis/Clark 3-0, motion passed.

Respectfully submitted,

Patrice Crossman
Clerk

## BYPASS NOTICE - Municipal Waste (Residential)

FROM: Sent on behalf of Coastal Resources of Maine LLC
To: Waste Management, PERC, NEWSME, MRC, Maine DEP
DATE: December 23, 2022

## DESCRIPTION OF WASTE:

All MRC Municipal Solid Waste from the below MRC communities/facilities will continue to bypass to Juniper Ridge Landfill in Oldtown from Monday, January $\mathbf{2}^{\text {nd }}$, until January 31 ${ }^{\text {st }}$. The remaining MRC communities/facilities (not listed) below will continue to deliver to Crossroads in Norridgewock with no change.

## BYPASS PERIOD

FROM: January 2, 2023
TO: January 31, 2023 (Inclusive)

REASON FOR BYPASS: Coastal Resources' inability to process incoming waste due to the suspension of operations as the result of contractual issues with key counterparties. Also, PERC is still trying to get the material currently on the tipping floor down to a manageable level where they can start retaking waste. Some members listed below may be instructed to send their waste back to PERC before the 31st, and those members will be called and sent a notice notifying them of the change.

| Alton | Dedham / Lucerne | (Tremont, Trenton, Cranberry |
| :--- | :--- | :--- |
| Bangor | Dixmont | Isle, Frenchboro, SW Harbor, |
| Bar Harbor | Dover - Foxcroft | Mount Desert) |
| Blue Hill/Surry | Eddington | Northern Katahdin SW |
| Bradley | Franklin | Orono |
| Brewer | Hampden | Otis |
| Brownville | Holden | Pleasant River SWD |
| Bucksport | Hudson | Sherman |
| Burlington/Lowell | Lee | Sorrento |
| Carmel | Levant | Springfield |
| Castine | Mariaville | Steuben |
| Central Penobscot | Mattawamkeag | Sullivan |
| Cherryfield | Millinocket | Swan's Island |
| Chester | Milo | Union River |
| Clifton | MDI/ EMR communities | Verona Island |

## Waste Management has been notified and agrees to this bypass event

## UNFINISHED BUSINESS

|  |  |  | Fiscal Year |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 2022 |  |  | 2023 |  | 2024 \% change |  |
| 59101 NEH LIBRARY |  |  |  |  |  |  |  |  |  |
| 1885151 | 59101 | NEH LIBRARY | \$ | 20,500 | \$ | 20,500 | \$ | 25,000 | 21.95\% |
| 59102 SH LIBRARY |  |  |  |  |  |  | placeholder |  |  |
| 1885151 | 59102 | SH LIBRARY | \$ | 4,000 | \$ | 4,000 | \$ | 4,000 | 0.00\% |
| 59103 SV LIBRARY |  |  |  |  |  |  |  |  |  |
| 1885151 | 59103 | SV LIBRARY | \$ | 11,000 | \$ | 11,000 | \$ | 12,000 | 9.09\% |
| 59121 NEIGHBORHOOD HOUSE-GENERAL |  |  |  |  |  |  |  |  |  |
| 1885153 | 59121 | NEIGHBORHOOD HOUSE-GENERAL | \$ | 47,000 | \$ | 50,000 | \$ | 50,000 | 0.00\% |
| 59122 NEIGHBORHOOD HOUSE-YOUTH |  |  |  |  |  |  |  |  |  |
| 1885153 | 59122 | NEIGHBORHOOD HOUSE-YOUTH | \$ | 38,000 | \$ | 15,000 | \$ | 15,000 | 0.00\% |
| 59123 NEIGHBORHOOD HOUSE-COMM EVENTS |  |  |  |  |  |  |  |  |  |
| 1885153 | 59123 | NEIGHBORHHOD HOUSE-CM EVENTS | \$ | 3,000 | \$ | 23,000 | \$ | 23,000 | 0.00\% |
| 59138 ISLAND EXPLORER |  |  |  |  |  |  |  |  |  |
| 1885154 | 59138 | ISLAND EXPLORER | \$ | - | \$ | 14,000 | \$ | 14,000 | 0.00\% |
|  |  |  |  | 123,500 | \$ | 137,500 | \$ | 143,000 | 4.00\% |

## Memorandum Of Understanding - Contracted Municipal and CommunityOriented Services

This Memorandum of Understanding is entered into on $\qquad$ , by and between the Downeast Trans, Inc, a non-profit organization providing goods and/or services that a municipality might choose to otherwise provide (hereinafter "The Organization") and the Town of Mount Desert, a municipality existing under the laws of the State of Maine (hereinafter "Mount Desert").

WHEREAS, Mount Desert desires to subsidize funding for goods and services provided by The Organization to ensure continuation of providing said goods and services as Mount Desert holds an interest in their preservation; and

WHEREAS, The Organization desires to continue providing goods and services that Mount Desert may otherwise choose to provide;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. A description of the goods and/or services to be provided by The Organization, and a description of their intended uses in pursuit of the Organization's exempt purposes, as subsidized or funded by Mount Desert follows:

Seasonal Public Transportation
A. Rights and Duties of The Organization. The Organization shall have the right and duty to:

- Provide the aforementioned goods and/or services as deemed appropriate by The Organization consistent with its corporate purposes and the description of their intended use set forth above, subject to superseding authorities and the articulated intent and spirit of this agreement.
- The Organization must provide written notice to Mount Desert of any change in the nature of its operations or purposes inconsistent with the description provided above within five (5) business days of such change.
B. Rights and Duties of Mount Desert. Mount Desert shall have the right and duty to:
- Determine the amount, timing, and frequency of any contribution(s) to support The Organization in providing the aforementioned goods and services
- Mount Desert reserves the right to provide similar, ancillary, and/or related goods and services regardless of operational status of The Organization

2. Independent Contractor Status. The Organization and Mount Desert expressly acknowledge that The Organization and Mount Desert are independent contractors for the purpose of this agreement and not an employee or agent of the other. The parties agree that The Organization is not the employer of any Mount Desert employees and Mount Desert is not the employer of any of The Organization's Employees. The parties mutually agree that the relationship of the parties hereto shall not be construed as a joint venture or partnership. The parties mutually agree the services provided do not and are not intended to make The Organization a joint employer with Mount Desert. The Organization is and will remain the sole employer of its employees, and will retain sole responsibility for any independent contractors working on its behalf. Mount Desert is and will remain the sole employer of its employees. The parties acknowledge and agree that neither The Organization nor Mount Desert is an "employee leasing company" as defined in 32 M.R.S. §14051(3) or similar Maine statutes.
3. Fees. In exchange for goods and services described, Mount Desert will contribute an amount of its choosing subject to internal policies and procedures, adequate budget appropriation, cash-flow considerations, and any other factor it deems relevant.
4. Term. This Agreement shall remain in-force until terminated.
5. Termination. Either party may terminate this Agreement at any time by providing at least thirty (30) days written notice to the other party. Within five (5) usiness days of the effective date of the termination of this Agreement, The Organization shall remit back to Mount Desert on a pro-rated basis any funds not used in accordance with the terms of this Agreement, as well as an accounting of all funds actually spent in accordance with the terms of this Agreement and of the method of calculating the amount of funds refunded.

Notwithstanding the above, if at any time (a) The Organization adopts a Plan of Dissolution, or (b) The Organization makes a change in its operations or purposes requiring notice pursuant to the provisions of Article 1.A of this Agreement, this Agreement will be deemed immediately terminated, as of the date of such adoption or change, and the 30 day notice period will be deemed immediately satisfied. Upon any such change, The Organization must immediately (a) notify Mount Desert of the change, and (b) cease spending any funds provided by Mount Desert, and return any remaining funds to Mount Desert within five (5) business days of the date of such adoption unless Mount Desert informs the Organization, in writing, that it wishes to extend the terms of the Agreement notwithstanding the change.
6. Indemnification. The Organization shall indemnify and hold Mount Desert, its employees, officers and elected or appointed officials, harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Leased Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. §4572 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the

Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and the National Labor Relations Act, 29 U.S.C. § 151 et seq. arising from any act or omission on the part of The Organization. Mount Desert shall indemnify and hold The Organization, its employees, officers and trustees harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. §4572 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; and the National Labor Relations Act, 29 U.S.C. § 151 et seq. arising from any act or omission on the part of Mount Desert.
7. Insurance. Both parties shall provide and maintain in force during the term of this Agreement and any extensions hereof workers' compensation coverage in such amounts as required by applicable law and shall be responsible for the management of workers' compensation claims, claim filings and related procedures for each parties' leased employees for services performed under this Agreement.
8. Records and Reporting. The Organization shall provide a report annually to Mount Desert disclosing the following:

- If the Organization segregates its accounting for receipt(s) and use(s) of Mount Desert contribution(s), such annual report shall only include such segregated activity
- If The Organization comingles its accounting for receipt(s) and use(s) of Mount Desert contribution(s), such annual report shall include all activity for which Mount Desert receipt(s) and use(s) are included.
Records sufficient to substantiate such reporting shall be available for review upon request by Mount Desert.

9. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
10. Notices. All notices shall be given in writing, and shall be hand delivered or sent by mail, and shall be addressed to:

In the case of The Organization:
To: Paul Murphy
Downeast Transportation
PO Box 914
Ellsworth ME 04605
In the case of Mount Desert:

## To: Town Manager

21 Sea Street
P.O. Box 248

Northeast Harbor, Me.
04662

Each party reserves the right to change its notification contact or address by written notice to the other party.
11. Integration. This Agreement constitutes the entire understanding of the parties with respect to its leased employees and supersedes any prior oral or written understandings. This Agreement may be amended only in writing and if signed by both parties.

12 Severability. If any provision of this Agreement is found by a court to be invalid or unenforceable, the remaining provisions shall remain in force and the court shall reform those provisions at issue to the extent necessary to render any such provisions valid and enforceable.
13. Governing Law. This Agreement shall be governed by the laws of the state of Maine.

Dated:
The Organization
By PaulG Murphy Executive Director
Name, Title

Town of Mount Desert

Dated:
By $\qquad$
Its Town Manager

# 冷 <br> the <br> neighborhood house 

P.O. Box 332

Northeast Harbor, Maine 04662

Town of Mount Desert
Mr. Durlin Lunt, Town Manager
P.O. Box 248

Northeast Harbor, ME 04662

January 6, 2023
Dear Durlin,
The Neighborhood House would like to ask the town voters to approve a total of $\$ 88,000$ of municipal monies towards the operating budget for our 2023 fiscal year. Each year, the Town's support allows us to continue to provide high quality services to residents of all ages, both year-round and seasonal throughout our community.

For the sixteenth year, there is no increase in the amount we are requesting. The Neighborhood House provides our community with essential recreational, educational, cultural and social services for all ages. Additionally, The Neighborhood House is a valuable resource providing a space to an extensive number of groups and families in our community for a wide range of meetings and celebrations. The organization's staff and board of directors are committed to maintaining and improving the community values and spirit of our town.

I look forward to participating in the upcoming town budget talks with the Board of Selectmen and Warrant Committee. If you have any questions in the meantime, I hope you will not hesitate to call me.

Sincerely yours,


Executive Director

## Memorandum Of Understanding - Contracted Municipal and CommunityOriented Services

This Memorandum of Understanding is entered into on $1 / 6 / 23$, by and between the NEIGHBORHOOD HB Wher rofit organization providing goods and/or services that a municipality might choose to otherwise provide (hereinafter "The Organization") and the Town of Mount Desert, a municipality existing under the laws of the State of Maine (hereinafter "Mount Desert").

WHEREAS, Mount Desert desires to subsidize funding for goods and services provided by The Organization to ensure continuation of providing said goods and services as Mount Desert holds an interest in their preservation; and

WHEREAS, The Organization desires to continue providing goods and services that Mount Desert may otherwise choose to provide;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. A description of the goods and/or services to be provided by The Organization, and a description of their intended uses in pursuit of the Organization's exempt purposes, as subsidized or funded by Mount Desert follows: \$50,000 FTR GENERAL SUPPORT
\$23,000 FOR COMMUNITI' EVENTS
事15,00S FOR YOUTH PROGRAMS

A. Rights and Duties of The Organization. The Organization shall have the right and duty to:

- Provide the aforementioned goods and/or services as deemed appropriate by The Organization consistent with its corporate purposes and the description of their intended use set forth above, subject to superseding authorities and the articulated intent and spirit of this agreement.
- The Organization must provide written notice to Mount Desert of any change in the nature of its operations or purposes inconsistent with the description provided above within five (5) business days of such change.
B. Rights and Duties of Mount Desert. Mount Desert shall have the right and duty to:
- Determine the amount, timing, and frequency of any contribution(s) to support The Organization in providing the aforementioned goods and services
- Mount Desert reserves the right to provide similar, ancillary, and/or related goods and services regardless of operational status of The Organization

2. Independent Contractor Status. The Organization and Mount Desert expressly acknowledge that The Organization and Mount Desert are independent contractors for the purpose of this agreement and not an employee or agent of the other. The parties agree that The Organization is not the employer of any Mount Desert employees and Mount Desert is not the employer of any of The Organization's Employees. The parties mutually agree that the relationship of the parties hereto shall not be construed as a joint venture or partnership. The parties mutually agree the services provided do not and are not intended to make The Organization a joint employer with Mount Desert. The Organization is and will remain the sole employer of its employees, and will retain sole responsibility for any independent contractors working on its behalf. Mount Desert is and will remain the sole employer of its employees. The parties acknowledge and agree that neither The Organization nor Mount Desert is an "employee leasing company" as defined in 32 M.R.S. $\S 14051$ (3) or similar Maine statutes.
3. Fees. In exchange for goods and services described, Mount Desert will contribute an amount of its choosing subject to internal policies and procedures, adequate budget appropriation, cash-flow considerations, and any other factor it deems relevant.
4. Term. This Agreement shall remain in-force until terminated.
5. Termination. Either party may terminate this Agreement at any time by providing at least thirty (30) days written notice to the other party. Within five (5) usiness days of the effective date of the termination of this Agreement, The Organization shall remit back to Mount Desert on a pro-rated basis any funds not used in accordance with the terms of this Agreement, as well as an accounting of all funds actually spent in accordance with the terms of this Agreement and of the method of calculating the amount of funds refunded.

Notwithstanding the above, if at any time (a) The Organization adopts a Plan of Dissolution, or (b) The Organization makes a change in its operations or purposes requiring notice pursuant to the provisions of Article 1.A of this Agreement, this Agreement will be deemed immediately terminated, as of the date of such adoption or change, and the 30 day notice period will be deemed immediately satisfied. Upon any such change, The Organization must immediately (a) notify Mount Desert of the change, and (b) cease spending any funds provided by Mount Desert, and return any remaining funds to Mount Desert within five (5) business days of the date of such adoption unless Mount Desert informs the Organization, in writing, that it wishes to extend the terms of the Agreement notwithstanding the change.
6. Indemnification. The Organization shall indemnify and hold Mount Desert, its employees, officers and elected or appointed officials, harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. $\S 2000$ e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Leased Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. $\S 4572$ et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the

Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and the National Labor Relations Act, 29 U.S.C. § 151 et seq. arising from any act or omission on the part of The Organization. Mount Desert shall indemnify and hold The Organization, its employees, officers and trustees harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. §4572 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; and the National Labor Relations Act, 29 U.S.C. $\S 151$ et seq. arising from any act or omission on the part of Mount Desert.
7. Insurance. Both parties shall provide and maintain in force during the term of this Agreement and any extensions hereof workers' compensation coverage in such amounts as required by applicable law and shall be responsible for the management of workers' compensation claims, claim filings and related procedures for each parties' leased employees for services performed under this Agreement.
8. Records and Reporting. The Organization shall provide a report annually to Mount Desert disclosing the following:

- If the Organization segregates its accounting for receipt(s) and use(s) of Mount Desert contribution(s), such annual report shall only include such segregated activity
- If The Organization comingles its accounting for receipt(s) and use(s) of Mount Desert contribution(s), such annual report shall include all activity for which Mount Desert receipt(s) and use(s) are included.
Records sufficient to substantiate such reporting shall be available for review upon request by Mount Desert.

9. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
10. Notices. All notices shall be given in writing, and shall be hand delivered or sent by mail, and shall be addressed to:

In the case of The Organization:

## To: THE NEIGHBORHOOD HOUSE P.O. BOX 332 NORTHEAST HARBOR, ME OHLPL

In the case of Mount Desert:

To: Town Manager
21 Sea Street
P.O. Box 248

Northeast Harbor, Me.
04662

Each party reserves the right to change its notification contact or address by written notice to the other party.
11. Integration. This Agreement constitutes the entire understanding of the parties with respect to its leased employees and supersedes any prior oral or written understandings. This Agreement may be amended only in writing and if signed by both parties.

12 Severability. If any provision of this Agreement is found by a court to be invalid or unenforceable, the remaining provisions shall remain in force and the court shall reform those provisions at issue to the extent necessary to render any such provisions valid and enforceable.
13. Governing Law. This Agreement shall be governed by the laws of the state of Maine.

Dated:

## faruary 6,2023



Name, Title
ANNE -MARIE HART, EXECUTIVE DIRECTOR

Town of Mount Desert
Dated:
By $\qquad$
Its Town Manager

## Memorandum Of Understanding - Contracted Municipal and CommunityOriented Services

This Memorandum of Understanding is entered into on $1 / 12 / 2023$, by and between the Northeast Harbor Libranyon-profit organization providing goods and/or services that a municipality might choose to otherwise provide (hereinafter "The Organization") and the "Town of Mount Desert, a municipality existing under the laws of the State of Maine (hereinafter "Mount Desert").

WHEREAS, Mount Desert desires to subsidize funding for goods and services provided by The Organization to ensure continuation of providing said goods and services as Mount Desert holds an interest in their preservation; and

WHEREAS, The Organization desires to continue providing goods and services that Mount Desert may otherwise choose to provide;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. A description of the goods and/or services to be provided by The Organization, and a description of their intended uses in pursuit of the Organization's exempt purposes, as subsidized or funded by Mount Desert follows:

A. Rights and Duties of The Organization. The Organization shall have the right and duty to:

- Provide the aforementioned goods and/or services as deemed appropriate by The Organization consistent with its corporate purposes and the description of their intended use set forth above, subject to superseding authorities and the articulated intent and spirit of this agreement.
- The Organization must provide written notice to Mount Desert of any change in the nature of its operations or purposes inconsistent with the description provided above within five (5) business days of such change.
B. Rights and Duties of Mount Desert. Mount Desert shall have the right and duty to:
- Determine the amount, timing, and frequency of any contribution(s) to support The Organization in providing the aforementioned goods and services
- Mount Desert reserves the right to provide similar, ancillary, and/or related goods and services regardless of operational status of The Organization

2. Independent Contractor Status. The Organization and Mount Desert expressly acknowledge that The Organization and Mount Desert are independent contractors for the purpose of this agreement and not an employee or agent of the other. The parties agree that The Organization is not the employer of any Mount Desert employees and Mount Desert is not the employer of any of The Organization's Employees. The parties mutually agree that the relationship of the parties hereto shall not be construed as a joint venture or partnership. The parties mutually agree the services provided do not and are not intended to make The Organization a joint employer with Mount Desert. The Organization is and will remain the sole employer of its employees, and will retain sole responsibility for any independent contractors working on its behalf. Mount Desert is and will remain the sole employer of its employees. The parties acknowledge and agree that neither The Organization nor Mount Desert is an "employee leasing company" as defined in 32 M.R.S. $\S 14051(3)$ or similar Maine statutes.
3. Fees. In exchange for goods and services described, Mount Desert will contribute an amount of its choosing subject to internal policies and procedures, adequate budget appropriation, cash-flow considerations, and any other factor it deems relevant.
4. Term. This Agreement shall remain in-force until terminated.
5. Termination. Either party may terminate this Agreement at any time by providing at least thirty (30) days written notice to the other party. Within five (5) usiness days of the effective date of the termination of this Agreement, The Organization shall remit back to Mount Desert on a pro-rated basis any funds not used in accordance with the terms of this Agreement, as well as an accounting of all funds actually spent in accordance with the terms of this Agreement and of the method of calculating the amount of funds refunded.

Notwithstanding the above, if at any time (a) The Organization adopts a Plan of Dissolution, or (b) The Organization makes a change in its operations or purposes requiring notice pursuant to the provisions of Article 1.A of this Agreement, this Agreement will be deemed immediately terminated, as of the date of such adoption or change, and the 30 day notice period will be deemed immediately satisfied. Upon any such change, The Organization must immediately (a) notify Mount Desert of the change, and (b) cease spending any funds provided by Mount Desert, and return any remaining funds to Mount Desert within five (5) business days of the date of such adoption unless Mount Desert informs the Organization, in writing, that it wishes to extend the terms of the Agreement notwithstanding the change.
6. Indemnification. The Organization shall indemnify and hold Mount Desert, its employees, officers and elected or appointed officials, harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Leased Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. $\S 4572$ et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the

Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and the National Labor Relations Act, 29 U.S.C. § 151 et seq. arising from any act or omission on the part of The Organization. Mount Desert shall indemnify and hold The Organization, its employees, officers and trustees harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. $\S 4572$ et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; and the National Labor Relations Act, 29 U.S.C. $\S 151$ et seq. arising from any act or omission on the part of Mount Desert.
7. Insurance. Both parties shall provide and maintain in force during the term of this Agreement and any extensions hereof workers' compensation coverage in such amounts as required by applicable law and shall be responsible for the management of workers' compensation claims, claim filings and related procedures for each parties' leased employees for services performed under this Agreement.
8. Records and Reporting. The Organization shall provide a report annually to Mount Desert disclosing the following:

- If the Organization segregates its accounting for receipt(s) and use(s) of Mount Desert contribution(s), such annual report shall only include such segregated activity
- If The Organization comingles its accounting for receipt(s) and use(s) of Mount Desert contribution(s), such annual report shall include all activity for which Mount Desert receipt(s) and use(s) are included.
Records sufficient to substantiate such reporting shall be available for review upon request by Mount Desert.

9. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
10. Notices. All notices shall be given in writing, and shall be hand delivered or sent by mail, and shall be addressed to:

In the case of The Organization:


In the case of Mount Desert:

To: Town Manager
21 Sea Street
P.O. Box 248

Northeast Harbor, Me.
04662

Each party reserves the right to change its notification contact or address by written notice to the other party.
11. Integration. This Agreement constitutes the entire understanding of the parties with respect to its leased employees and supersedes any prior oral or written understandings. This Agreement may be amended only in writing and if signed by both parties.

12 Severability. If any provision of this Agreement is found by a court to be invalid or unenforceable, the remaining provisions shall remain in force and the court shall reform those provisions at issue to the extent necessary to render any such provisions valid and enforceable.
13. Governing Law. This Agreement shall be governed by the laws of the state of Maine.

Dated:
$1 / 12 / 2023$

The Organization

Town of Mount Desert

By $\qquad$
Its Town Manager

## Memorandum Of Understanding - Contracted Municipal and CommunityOriented Services

This Memorandum of Understanding is entered into on Jan 12, 202.3, by and between the Somesillk LiBrary Assoc., a non-profit organization providing goods and/or services that a municipality might choose to otherwise provide (hereinafter "The Organization") and the Town of Mount Desert, a municipality existing under the laws of the State of Maine (hereinafter "Mount Desert").

WHEREAS, Mount Desert desires to subsidize funding for goods and services provided by The Organization to ensure continuation of providing said goods and services as Mount Desert holds an interest in their preservation; and

WHEREAS, The Organization desires to continue providing goods and services that Mount Desert may otherwise choose to provide;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. A description of the goods and/or services to be provided by The Organization, and a description of their intended uses in pursuit of the Organization's exempt purposes, as subsidized or funded by Mount Desert follows:

A. Rights and Duties of The Organization. The Organization shall have the right and duty to:

- Provide the aforementioned goods and/or services as deemed appropriate by The Organization consistent with its corporate purposes and the description of their intended use set forth above, subject to superseding authorities and the articulated intent and spirit of this agreement.
- The Organization must provide written notice to Mount Desert of any change in the nature of its operations or purposes inconsistent with the description provided above within five (5) business days of such change.
B. Rights and Duties of Mount Desert. Mount Desert shall have the right and duty to:
- Determine the amount, timing, and frequency of any contribution(s) to support The Organization in providing the aforementioned goods and services
- Mount Desert reserves the right to provide similar, ancillary, and/or related goods and services regardless of operational status of The Organization

2. Independent Contractor Status. The Organization and Mount Desert expressly acknowledge that The Organization and Mount Desert are independent contractors for the purpose of this agreement and not an employee or agent of the other. The parties agree that The Organization is not the employer of any Mount Desert employees and Mount Desert is not the employer of any of The Organization's Employees. The parties mutually agree that the relationship of the parties hereto shall not be construed as a joint venture or partnership. The parties mutually agree the services provided do not and are not intended to make The Organization a joint employer with Mount Desert. The Organization is and will remain the sole employer of its employees, and will retain sole responsibility for any independent contractors working on its behalf. Mount Desert is and will remain the sole employer of its employees. The parties acknowledge and agree that neither The Organization nor Mount Desert is an "employee leasing company" as defined in 32 M.R.S. $\S 14051$ (3) or similar Maine statutes.
3. Fees. In exchange for goods and services described, Mount Desert will contribute an amount of its choosing subject to internal policies and procedures, adequate budget appropriation, cash-flow considerations, and any other factor it deems relevant.
4. Term. This Agreement shall remain in-force until terminated.
5. Termination. Either party may terminate this Agreement at any time by providing at least thirty (30) days written notice to the other party. Within five (5) usiness days of the effective date of the termination of this Agreement, The Organization shall remit back to Mount Desert on a pro-rated basis any funds not used in accordance with the terms of this Agreement, as well as an accounting of all funds actually spent in accordance with the terms of this Agreement and of the method of calculating the amount of funds refunded.

Notwithstanding the above, if at any time (a) The Organization adopts a Plan of Dissolution, or (b) The Organization makes a change in its operations or purposes requiring notice pursuant to the provisions of Article 1.A of this Agreement, this Agreement will be deemed immediately terminated, as of the date of such adoption or change, and the 30 day notice period will be deemed immediately satisfied. Upon any such change, The Organization must immediately (a) notify Mount Desert of the change, and (b) cease spending any funds provided by Mount Desert, and return any remaining funds to Mount Desert within five (5) business days of the date of such adoption unless Mount Desert informs the Organization, in writing, that it wishes to extend the terms of the Agreement notwithstanding the change.
6. Indemnification. The Organization shall indemnify and hold Mount Desert, its employees, officers and elected or appointed officials, harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Leased Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. §4572 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the

Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and the National Labor Relations Act, 29 U.S.C. § 151 et seq. arising from any act or omission on the part of The Organization. Mount Desert shall indemnify and hold The Organization, its employees, officers and trustees harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Civil Rights Act of 1991, 42 U.S.C. $\S 1981$ et seq.; the Maine Human Rights Act, 5 M.R.S.A. $\S 4572$ et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; and the National Labor Relations Act, 29 U.S.C. § 151 et seq. arising from any act or omission on the part of Mount Desert.
7. Insurance. Both parties shall provide and maintain in force during the term of this Agreement and any extensions hereof workers' compensation coverage in such amounts as required by applicable law and shall be responsible for the management of workers' compensation claims, claim filings and related procedures for each parties' leased employees for services performed under this Agreement.
8. Records and Reporting. The Organization shall provide a report annually to Mount Desert disclosing the following:

- If the Organization segregates its accounting for receipt(s) and use(s) of Mount Desert contribution(s), such annual report shall only include such segregated activity
- If The Organization comingles its accounting for receipt(s) and use(s) of Mount Desert contribution(s), such annual report shall include all activity for which Mount Desert receipt(s) and use(s) are included.
Records sufficient to substantiate such reporting shall be available for review upon request by Mount Desert.

9. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
10. Notices. All notices shall be given in writing, and shall be hand delivered or sent by mail, and shall be addressed to:

In the case of The Organization:
To: $\qquad$
In the case of Mount Desert:

To: Town Manager
21 Sea Street
P.O. Box 248

Northeast Harbor, Me.
04662

Each party reserves the right to change its notification contact or address by written notice to the other party.
11. Integration. This Agreement constitutes the entire understanding of the parties with respect to its leased employees and supersedes any prior oral or written understandings. This Agreement may be amended only in writing and if signed by both parties.

12 Severability. If any provision of this Agreement is found by a court to be invalid or unenforceable, the remaining provisions shall remain in force and the court shall reform those provisions at issue to the extent necessary to render any such provisions valid and enforceable.
13. Governing Law. This Agreement shall be governed by the laws of the state of Maine.

The Organization
Dated: $1 / 12 / 23$


Town of Mount Desert
Dated:
By $\qquad$
Its Town Manager

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated this $\qquad$ day of $\qquad$ , $\qquad$ .

## CLIENT

Town of Mount Desert Maine

21 Sea Street P.O. Box 248 Northeast<br>Harbor, Maine 04662

(the "Client")

## CONTRACTOR

A Climate to Thrive
Mount Desert, Maine 04660, USA
(the "Contractor")

## BACKGROUND

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- Conduct a Community-Wide Greenhouse Gas Inventory;
- Municipal Solar Array-Pre Development; and
- Community Resilience Training.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as
provided in this Agreement. The Term may be extended with the written consent of the Parties.

## PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## COMPENSATION

6. The Contractor will charge the Client for the Services at the rate of $\$ 45.00$ per hour (the "Compensation").
7. The Client will be invoiced every month.
8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

## REIMBURSEMENT OF EXPENSES

10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
11. Pre-approval is not required for expenses.

## CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

## OWNERSHIP OF INTELLECTUAL PROPERTY

14. All intellectual property and related material, including any trade secrets, moral rights, goodwill,
relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
15. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

## RETURN OF PROPERTY

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## CAPACITY/INDEPENDENT CONTRACTOR

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

## RIGHT OF SUBSTITUTION

18. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
19. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.


## AUTONOMY

20. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in
accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

## EQUIPMENT

21. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## NO EXCLUSIVITY

22. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## NOTICE

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
a. Town of Mount Desert Maine

21 Sea Street P.O. Box 248 Northeast Harbor, Maine 04662

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b. A Climate to Thrive
Mount Desert, Maine 04660, USA
```

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## INDEMNIFICATION

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## ADDITIONAL CLAUSE

25. 

- All Funds for this project are covered by a grant in the amount of $\mathbf{\$ 2 9 , 0 2 5}$ from the State of - Maine Community Action Program. There is no additional cost to the Town of Mount Desert. -


## MODIFICATION OF AGREEMENT

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## TIME OF THE ESSENCE

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## ASSIGNMENT

28. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## ENTIRE AGREEMENT

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## ENUREMENT

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## TITLES/HEADINGS

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## GOVERNING LAW

33. This Agreement will be governed by and construed in accordance with the laws of the State of Maine.

## SEVERABILITY

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## WAIVER

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this day of $\qquad$ , $\qquad$ .

Town of Mount Desert Maine
Per: $\qquad$
Officer's Name: $\qquad$

A Climate to Thrive
Per: $\qquad$
Officer's Name: $\qquad$


#### Abstract

APPENDIX Synopsis of Tasks Covered by the contract between the Town of Mount Desert and A Climate to Thrive


## Task 1. Conduct a Community-Wide Greenhouse Gas Inventory

Deliverables: A Community-Wide Greenhouse Gas inventory. Staff hours will be used to gather data, input data into the software, review the completed inventory checking for quality assurance

Budget: 120 Staff hours at a rate of $\$ 45.00 /$ hour- $\$ 5,400$ total expense for Task 1

## Task 2. Municipal Solar Array, Pre-Development

Deliverables: Prioritized list of potential sites
Presentations on the prioritized list
Feasibility study results for top sites
An outline of potential financial models for top sites
Presentations on the feasibility study and financial models for Town Leadership and community members

Requests for Proposal for selected sites
Contracts with selected contractors for the construction of a town-owned solar array(s)

Budget: 200 Staff Hours at a rate of $\$ 45$ per hour- $\$ 16,875$ total expense for Task 2

## Task 3 Community Resilience Training

Deliverables: Outreach materials for the Community Resilience Training

## Meeting Notes

Database of logged community-specific information and priorities
Outline of next steps a community vulnerability assessment

Budget: 150 staff hours at a rate of $\$ 45.00$ Hour- $\$ 6750$
Total Project Cost- \$29,205

## Elements of Mount Desert's Fall 2022 Community Action Grant marked to be contracted with A Climate to Thrive

This document is intended to support the Town of Mount Desert in developing a contract that will allow ACTT to begin work on the Fall 2022 Community Action Grant goals. All of the work outlined in this document is funded by the grant and with no additional cost to the town.

## Task 1. Conduct a Community-Wide Greenhouse Gas Inventory Nov. 2022- Feb 2023

The greenhouse gas inventory will be used to refine the Mount Desert Climate Action Plan by identifying the town's most significant sources of greenhouse gas emissions. It will also serve as a baseline to measure progress over time and set emissions reduction targets. The inventory will include both town infrastructure and community-wide emissions.

The town will create the inventory using ClearPath, an online tool developed by ICLEI-Local Governments for Sustainability, designed for conducting community greenhouse gas inventories. The town of Mount Desert has already partnered with the towns of Bar Harbor and Tremont to purchase access to the ClearPath tool via a regional membership. This regional membership structure will also allow the towns to collaborate in mapping the emissions associated with tourism.

While use of the tool has already been purchased, the funds from this grant would cover the cost of contracting with ACTT for data collection and entry.

Roles and Responsibilities: ACTT will work with town staff to facilitate data collection and entry into the ClearPath tool and generate the accompanying reports, including a peer review of the data (required as part of the ClearPath process).

Deliverables: A Community-wide Greenhouse Gas Inventory.

## Task One Budget Narrative

$\$ 5,400$ to be included in the contract with ACTT, entirely covered by grant funds
Funds for this task will cover:

- Staff hours to conduct the greenhouse gas inventory. Staff hours will be used to gather data (making data requests and completing follow-up), input data into the software, review the completed inventory and check for quality assurance. This task is estimated to take 120 staff hours at a rate of $\$ 45$ per hour.

Other Revenue Sources: The town of Mount Desert has already partnered with the towns of Bar Harbor and Tremont to purchase access to the software tool needed to complete the inventory. The town has already spent $\$ 833$ on an ICLEI-Local

## Task 2. Municipal Solar Array, Pre-Development

January 2023-February 2024
To meet the town's goal of developing a locally and responsibly sited, municipally-owned array to power municipal energy needs, the Town of Mount Desert will contract with A Climate to Thrive to perform the following pre-development work:

- 2.1 Site Prioritization - The town currently has a short list of potential sites. ACTT's Solar Coordinator will review that list, add to it based on local mapping and ACTT site identification, and then prioritize the potential sites based on site conditions, ecosystem impacts, acreage, stakeholders, location, ease of interconnection, etc. ACTT will present the results of the prioritization process to town leadership, collect and integrate feedback, and then present the results to the local community to cultivate community understanding and support.
- 2.2 Feasibility Study for Top Sites - After town leadership and the community have agreed on the top sites, these sites will go through the feasibility study process, including site analysis, interconnection pre-application, and site walks with various solar contractors. The ACTT Solar Coordinator will facilitate the process, updating town leadership, and will prepare economic analysis/financial projections based on various financing pathways for each top site. The Solar Coordinator will prepare a report that synthesizes the feasibility study results with the financial analysis and also provides an outline of project benefits, long-term impacts, and next steps for each site. This process will allow the town to make a highly informed decision regarding which financial and development pathway to take for each site and will inform the development of Requests for Proposals.
- 2.3 Build Community Understanding and Support - After the feasibility process, ACTT will work with town leadership to facilitate community-wide information sessions, presenting the feasibility study results, the financial pathways, and the project benefits and long-term impacts. Community input will be collected and community understanding and support will be cultivated.
- 2.4 Integration into Town Budget and Planning - ACTT's Solar Coordinator will work with town leadership to propose the best financial pathway for site development and integrate the finances into the town budget for a town vote. The Solar Coordinator will also work with town leadership, especially the Planning Board, to ensure that the development phase and existence of the array are reflected in town planning.
- 2.5 Request for Proposals Process - ACTT's Solar Coordinator will work with town leadership to develop and administer Request for Proposals (RFP), review proposals, interview bidders, and select a contractor. After the RFP process, ACTT will work with town leadership to facilitate a community-wide information session to report on the selection process and prepare the community for the development phase.

Roles and Responsibilities: ACTT's Solar Coordinator will:

- Add to and prioritize the town-generated list of potential solar sites;
- Present the results to town leadership and the community and work with both to identify top sites for feasibility study;
- Facilitate feasibility study, conduct financial analysis, and develop report with feasibility study results, financial analysis, and project benefits, long-term impacts, and development next steps to be share with town leadership and the community;
- Present the report to town leadership and the community, working with both to select final sites for Request for Proposals;
- Work with town leadership to integrate the relevant financial information into the town budget and planning;
- Work with town leadership to develop and administer a Request for Proposals process, including contractor interviews and selection.

Expected Outcomes: The town has identified one or more sites to move forward into the development phase, has chosen the financial model for each site, and has selected the contractor for each site. The town has passed the development of identified sites as part of the annual town budget, officially moving the project into the development phase.

## Deliverables:

- Prioritized list of potential sites
- Presentations on the prioritized list for town leadership and community members
- Feasibility study results for top sites
- An outline of potential financial models for top sites
- Presentations on the feasibility study and financial models for town leadership and community members
- Requests for Proposal for selected sites
- Contracts with selected contractors for the construction of a town-owned solar array(s)


## Task Two Budget Narrative

$\$ 16,875$ to be included in ACTT contract, entirely covered by grant funds

Funds for this task will cover:

- 2.1 Site Prioritization - ACTT Solar Coordinator time spent reviewing and expanding list of potential sites, conducting initial assessment to identify top sites, report on the prioritization process to town leadership, collect and integrate town leadership feedback, and develop and implement a presentation to the community at-large along with a facilitated discussion to collect and integrate community feedback. Approximately 120 hours at $\$ 45$ per hour.
- 2.2 Feasibility Study for Top Sites - ACTT Solar Coordinator time spent facilitating a feasibility study, developing financial pathways for the site(s), and integrating both into a report that also highlights sight benefits, long-term impacts, and development next steps. Approximately 80 hours at $\$ 45$ per hour. Interconnection pre-application fee of $\$ 300$. Environmental consultation and analysis (including analysis of any potential wetlands) at approximately $\$ 5500$.
- 2.3 Build Community Understanding and Support - ACTT Solar Coordinator time spent developing and facilitating community-wide information sessions, presenting the feasibility study results, the financial pathways, the project benefits and long-term
impacts, and collecting and integrating input from town leadership and the community. Approximately 40 hours at $\$ 45$ per hour.
- 2.4 Integration into Town Budget and Planning - ACTT's Solar Coordinator time spent working with town leadership to review financial pathway for site development, integrate the finances into the town budget for a town vote, and work with town leadership, especially the Planning Board, to ensure that the development phase and existence of the array are reflected in town planning. Approximately 25 hours at $\$ 45$ per hour.
- 2.5 Request for Proposals Process - ACTT's Solar Coordinator time spent developing and administering Request for Proposals (RFP), working with town leadership throughout the process, and reviewing proposals with town leadership, interviewing bidders, and selecting a contractor. Additionally, ACTT Solar Coordinator hours spent developing and implementing a community-wide information session to report on the selection process and prepare the community for the development phase. Approximately 110 hours at $\$ 45$ per hour.


## Task 3 Community Resilience Training

March 2023 - September 2023
Mount Desert will participate in the Gulf of Maine Research Institute's (GMRI) Community Resilience Training program with ACTT as a local partner. This training will be complementary. Through this program, GMRI and project partner, the Island Institute, with the support of the ACTT, will train town leadership and community leaders in anticipated local climate impacts and pathways to resilience by facilitating community discussions, ultimately supporting the town in identifying local values to guide future planning, connecting with resources and tools to prepare for climate impacts, and utilizing a planning framework to prioritize next steps. This training will lead into a community vulnerability assessment.

Roles and Responsibilities: With funding from the National Oceanic and Atmospheric Administration, the Gulf of Maine Research Institute developed and now delivers the Community Resilience Training curriculum. Funding from this proposed project will allow ACTT to serve as a local partner to conduct outreach, support local logistics, and integrate the results into the Community Resilience Planning Process while also identifying next steps.

Expected Outcomes: Community leadership will have enhanced capacity to understand local climate impacts and engage in the planning process. The plan is informed by community values and utilizes the best available tools in Maine to evaluate climate impacts.

## Deliverables:

- Outreach materials for the Community Resilience Training
- Meeting notes
- Database of logged community-specific information and priorities
- Outline of next steps towards a community vulnerability assessment


## Task Three Budget Narrative

$\$ 6,750$ to be included in ACTT contract, entirely covered by grant funds
Funds for this task will cover:

- ACTT staff time in conducting community outreach to cultivate a group of town leadership and community stakeholders to participate in the training. Funds will also cover ACTT staff time in taking meeting notes, conducting follow-up, and planning next steps towards a vulnerability assessment. ACTT staff time is estimated to be 150 hours at $\$ 45 /$ per hour.


## Total Contract Hours \& Funds:

645 ACTT staff hours @ \$45 per hour
TOTAL: $\$ 29,025$ (please note, these funds are entirely covered by the grant and occur at no additional cost to the town)

Contract Timeline:

January 2023 - February 2024

# Town of Mount Desert Code of Ethics and Code of Conduct 

## Preamble

Pursuant to Maine Statute, it is the policy of the Town of Mount Desert that the proper operation of democratic government requires that public officers and officials and members of all boards and committees be independent, impartial, and responsible to the citizens; that public service not be used for personal gain; and that the public have confidence in the integrity of its municipal government.

This Code of Ethics provides guidance on ethical issues and related questions. Ethics is based on adherence to the universal moral principles of honesty, integrity, promise keeping, loyalty, fairness, caring and respect for others, law abidingness, pursuit of excellence and accountability. This Code describes the manner in which elected and appointed officials are expected to treat one another, Town employees, constituents, and other members of the public with whom they come in contact as they represent the Town of Mount Desert. It defines more clearly the behavior, manners, and expectations appropriate to those who hold the public trust. Town employees are governed by similar standards set out in the Personnel Manual rather than by this Code.

The constant and consistent themes throughout this Code are "respect" and "inclusion". Our intent is to create an atmosphere that welcomes the participation of all citizens who seek to share their knowledge, expertise, and experience in service to the Town of Mount Desert. Elected and appointed Town officials experience considerable workloads and sometimes significant stress in making decisions that impact the lives of all of our citizens. Despite these pressures, officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that guides elected and appointed officials to do the right thing in even the most difficult situations.

To this end, the Board of Selectmen of Mount Desert has adopted this Code of Ethics and Code of Conduct for members of all Boards, Commissions and Committees of the Town:

## Section 1. Code of Ethics

## 1. Act in the Public Interest

Recognizing that stewardship of the public interest is our primary concern, members of Boards, Commissions and Committees of the Town (hereafter 'Members') will work for the common good of the people of Mount Desert and not for any private or personal interest.

## 2. Comply with the Law

Members will comply with the laws and ordinances of the nation, the State of Maine and the Town of Mount Desert in the performance of our public duties.

## 3. Conduct of members

The professional and personal conduct of Members must be above reproach. Respectful behavior in all encounters is paramount.

## 4. Respect for Process

Members will perform duties in accordance with established processes and procedures. Members will uphold meeting guidelines and ground rules as established by the Board or Committee on which they serve.

## 5. Conduct of Public Meetings

Members will come prepared to meetings, listen attentively to fellow Members and the public, and focus on the business at hand.
6. Communication

Members will publicly share information relevant to a matter under consideration which they may have received outside of the public decision-making process.

## 7. Conflict of Interest

In order to assure independence and impartiality on behalf of the common good, Members will not use their positions to influence Board decisions in which they have a personal financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. Members will disclose any potential conflicts of interest pertaining to the decision at hand and will abstain from voting on matters where conflicts exist. Members may however, share their expertise on issues when helpful to the board.

## 8. Gifts and Favors

Members will not take special advantage of services or opportunities for personal gain that are not available to the general public. Members will refrain from accepting any gifts, or favors, or promises of future benefits which might compromise independence of judgment.

## 9. Confidential Information

Members will respect the confidentiality of information regarding personnel, property, and others affairs of the Town that are not a matter of the public record. Members must not disclose such information without proper authorization, nor use such information to advance personal, financial, or other private interests.

## 10. Use of Public Resources

Members will not use public resources unless they are available to the public in general, such as staff time, equipment, supplies, or facilities for private gain or personal purposes.

## 11. Representation of Private Interests

Members will not appear before the Board or any board or committee of the Town on behalf of the private interests of third parties.

## 12. Advocacy

Members will represent the official policies or positions of the Board to the best of their ability when designated as delegates for this purpose. When presenting individual opinions
and positions, Members will explicitly state that they do not represent the Town of Mount Desert or the Board, Commission or Committee in which they are affiliated, nor will they allow the inference that they do. This shall be made clear whether the positions are spoken publicly or whether they are appear in print.

## 13. Policy Role of Members

Members will respect and adhere to the Board of Selectmen/Town Manager structure of town government established in Mount Desert. In this structure the Board of Selectmen determines the policies of the Town with the advice, information and analysis provided by the public, boards and committees, and Town staff. Members will not interfere with the administrative functions of the Town or the professional duties of Town staff as they implement these policies.

## 14. Independence of Boards and Committees

Because of the value of the independent advice of the Town's Committees and Boards to the public decision-making process, Members will refrain from using their position to unduly influence the outcomes of the proceedings of said Boards and Committees.

## 15. Positive Work Environment

Members will support the maintenance of a positive and constructive work environment for Town employees and for citizens and businesses dealing with the Town. Members must recognize their special role in dealings with Town employees and avoid inappropriate direction to staff.

## 16. Implementation

As an expression of the standards of conduct for members expected by the Town, this Code is intended to be self-enforcing. Therefore, it is most effective when Members are thoroughly familiar with it and embrace the spirit of its provisions. For this reason, orientation sessions and training regarding this Code may be conducted for newly elected or appointed Members, and Members will sign a statement affirming that they understand and will uphold the tenets of the Code. Refusal to sign such a statement, and/or refusal to attend an orientation session after reasonable efforts have been made to meet an individual's personal schedule, shall be grounds for termination of the appointment of appointed officials.

## 17. Compliance and Enforcement

The Board of Selectmen shall address the enforcement of this Code according to the provisions contained herein.

The Mount Desert Code of Ethics expresses standards of ethical conduct expected for members of the Board of Selectmen and all other municipal boards and committees. Individual Members have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The Chairs of Boards, Commissions and Committees and the Town Manager have the additional responsibility to intervene when actions of Members that appear to be in violation of the code of ethics are brought to their attention.

The Board of Selectmen may impose sanctions on Members whose conduct does not comply with the Town's ethical standards. These sanctions may include reprimand, formal censure, suspension or loss of committee assignment. The process for issuing a formal censure is further described in this Code.

## Section 2. Code of Conduct

The Mount Desert Board of Selectmen recognizes that appropriate conduct by its members is essential to effective government.

The Code of Conduct outlines specific expectations regarding conduct in the following areas: General Conduct, and Conduct at Meetings.

## General Conduct

We will uphold the oath of office.
We will be respectful at all times.
We will listen to and respect the constituents that we serve.
We will represent all constituents that we serve not just those from a specific geographic area or from a specific interest group

We will refer constituent or staff complaints to the appropriate administrative office.
We will declare any conflicts of interest between our personal lives and our positions, and avoid voting on issues that may appear to be a conflict of interest.

We will carry out activities professionally with honesty and integrity.
We will be accountable for adhering to this code.
We will respect the office we hold for the Town of Mount Desert, at all times.

## Conduct at Meetings

## Attitudes:

- We will respect differences.
- Meetings will focus on task and processes, not personalities.
- We are all contributors - to the existing situation(s), to success or failure, and to the direction in which we proceed.
- We will practice self respect and mutual respect.
- We will criticize only ideas, not people and only do so constructively.
- We will respect and encourage each other's participation, and support each other's right to be heard.
- We will be open to new concepts, keep an open mind, and appreciate other points of view.
- We will work as a team to implement board decisions regardless is there is unanimity on each and every issue.
- We recognize that mistakes and differences of opinion, if handled constructively, contribute to the strength of the team.


## Process:

- We will use our time wisely
- We will publish our agenda and minutes
- We will make every effort to attend meetings and be on time
- We will maintain our focus on goals
- We will communicate directly with one another on issues, acknowledge problems and deal with them constructively.
- We will keep our cell phones and pagers on vibrate during meetings
- We will invite participation with one person talking at a time without interruption.


## Section 3. Enforcement

Members of the Board of Selectmen are elected by the voters of the Town of Mount Desert and it is the voters who determine membership on the Board of Selectmen. The Board of Selectmen may take actions as necessary to publicly acknowledge whether its members act in a manner that may be in violation of this Code of Conduct/Code of Ethics.

The Board of Selectmen serves as the collective Chief Executive of the Town of Mount Desert and oversees the work of all other Boards, Commissions and Committees of the Town, whether elected or appointed. The Board is responsible for the enforcement of this Code of Conduct/Code of Ethics throughout the Town's Boards, Commissions and Committees.

Complaints of violations of this Code may be brought by any member of a Board, Commission or Committee directly to the Board of Selectmen. Complaints by members of the public shall be directed to the Town Manager who may consult with the Chair of the Board of Selectmen to determine whether the behavior complained of actually violates this Code of Conduct/ Code of Ethics, and if so to place on the Board of Selectmen's agenda.

Complaints shall be heard by the Board of Selectmen in public, if the complaint is with regard to an action in connection with the public responsibilities of the member; or otherwise in Executive Session under M.R.S.A. Title 1, §405.

## Enforcement Process

Elected Officials:
Action by the Board of Selectmen to acknowledge inappropriate conduct by an elected official shall be in the form of a censure. Elected officials include members of the Board of Selectmen, the School Board, the Parks and Recreation Commission, and the Planning Board. A censure by the Board of Selectmen of a member of any Board or Commission, including the Board of Selectmen itself, shall represent a public expression of disapproval of the specific action(s) by the member. A vote to censure shall only be held after a censure hearing is held by the Board of Selectmen.

The process by which the Board of Selectmen votes to censure an elected official shall be as follows.

The matter shall be made known to the member of the Chair of the Board of Selectmen prior to appearing on a meeting agenda. The Chair shall make a good faith effort to inform the Board or Commission member who is the subject of the matter of the issue prior to the censure discussion appearing on the Board's agenda. If the Chair of the Board of Selectmen is the subject of the matter being brought forth, then the Second Selectman shall act as Chair for the purposes of this process.

The Chair of the Board of Selectmen shall state the reason why they believe a censure hearing is appropriate. The Member who is the subject of the hearing shall be given time to respond to issues raised. The purpose of this discussion by the Board of Selectmen is to allow for an opportunity for the Board to decide if further discussion and a possible censure on the matter are appropriate. The Board shall conduct this discussion publicly but in closed session (not in executive session). The Board of Selectmen shall vote on whether to hold a censure hearing. If the Board votes to hold a censure hearing, it shall be scheduled for the next regular or special meeting of the Board. The matter may be tabled to a later meeting but should be held as expeditiously as possible.

If a censure hearing is held, the Chair of the Board shall preside over the hearing and allow for ample time for all appropriate parties to be heard on the matter. Once the hearing is closed, the Chair shall open the floor regarding a motion for Censure. If a vote to censure passes, it shall be recorded in the minutes of the meeting. If no motion for censure reaches the floor or the censure motion fails, this result shall also be recorded.

## Appointed Officials:

Action by the Board to acknowledge inappropriate conduct by an appointed official may be in the form of a reprimand, censure, suspension from office for a fixed period, or removal from office. For purposes of this Code of Conduct, 'appointed officials' includes members of any of our boards including ad-hoc committees.

A reprimand shall normally be verbal, with guidance as to standards of behavior expected in future. A censure shall be transmitted in writing to the person censured, and to the Chair of the Board or Committee concerned, and recorded in the Minutes of the Board of Selectmen. Suspension from service on a Board or Committee shall be for a period of not more than three meetings of the Board or Committee concerned. Removal from office shall take place with immediate effect and Selectmen shall replace the Member with a new appointee to serve the balance of the removed person's term.

The process by which the Board of Selectmen acts upon a complaint brought against any member of an appointed Board or Committee shall be the same as that for complaints against elected officials described above.

## Member Statement

As a member of the $\qquad$ I agree to uphold the Code of Ethics and Code of Conduct for elected and appointed officials adopted by the Town and conduct myself by the following standards.

I will:
Recognize the worth of individual members and appreciate their individual perspectives, experiences, and contributions;

Help create an atmosphere of respect and civility where individual members, town employees, and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness, and respect for others, and within the limits of the law;

Respect the dignity and privacy of individuals and organizations;
Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

Avoid and discourage conduct which is divisive or harmful to the best interests of Mount
Desert; Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the Town of Mount Desert Code of Ethics.

Signature $\qquad$
Name $\qquad$

Date $\qquad$
Office $\qquad$

## Town of Mount Desert

## Conflict of Interest Statement and Disclosure

1) I agree to readily disclose any potential conflict of interest, making it a matter of record, either through an annual procedure or when the interest becomes a board action.
2) I agree that I will not vote or use my personal influence on any matter which constitutes a conflict of interest. I will ensure that the minutes of any meeting where this might occur duly show that I have abstained from voting due to the presence of a conflict of interest.
3) If questions are raised as to a potential conflict of interest, I agree to allow other board members to go on record as to their opinion as the existence of a conflict, or the appropriateness that I abstain from voting on the matter. I agree to abide by the outcome of the Board's decision.
4) I understand that I may state my opinion or position on any matter described above, or answer pertinent questions to which I may lend my expertise, so long as I abstain from voting on any matter judged to be a conflict of interest by either me or the board or committee of which I am a member.

## Disclosure

I am involved or affiliated with the following activates or entities which might cause a conflict of interest in certain matters of Town business in the course of fulfilling my duties as a member of $\qquad$ _:
$\qquad$
$\qquad$

Name
Signature
Date

Title 30-A: MUNICIPALITIES AND COUNTIES HEADING: PL 1987, c. 737, Pt. A, §2 (new)
Part 2: MUNICIPALITIES HEADING: PL 1987, c. 737, Pt. A, §2 (new)
Subpart 3: MUNICIPAL AFFAIRS HEADING: PL 1987, c. 737, Pt. A, §2 (new)
Chapter 123: MUNICIPAL OFFICIALS HEADING: PL 1987, c. 737, Pt. A, §2
(new)
Subchapter 1: GENERAL PROVISIONS HEADING: PL 1987, c. 737, Pt. A, §2 (new)

§2604. Definitions

As used in section 2605, unless the context otherwise indicates, the following terms have the following meanings. [1987, c. 737, Pt. A, $\$ 2$ (NEW) ; 1987, C. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, C. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Body. "Body" means the governing unit of a municipality or county, and any subunit of government of a municipality or county, including, but not limited to, agencies, authorities, boards, commissions and offices.
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[ 1987, c. 737, Pt. A, s2 (NEW); 1987, c. 737, Pt. C, S106 (NEW); 1989,
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c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]
2. Official. "Official" means any elected or appointed member of a municipal or county government or of a quasi-municipal corporation.

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[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989,
c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD)
``` .]
3. Quasi-municipal corporation. "Quasi-municipal corporation" means any governmental unit embracing a portion of a municipality, a single municipality or several municipalities which is created by law to deliver public services but which is not a general purpose governmental unit. This definition includes, but is not limited to, utility districts under the jurisdiction of the Public Utilities Commission and school administrative districts.
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[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989,
c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD)
.]
SECTION HISTORY
1987, c. 737, §\$A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD).
1989, c. 104, §§C8,10 (AMD).

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Title 30-A: MUNICIPALITIES AND COUNTIES HEADING: PL 1987, c. 737, Pt. A, §2 (new)

Part 2: MUNICIPALITIES HEADING: PL 1987, c. 737, Pt. A, §2 (new) Subpart 3: MUNICIPAL AFFAIRS HEADING: PL 1987, c. 737, Pt. A, §2 (new) Chapter 123: MUNICIPAL OFFICIALS HEADING: PL 1987, c. 737, Pt. A, §2 (new)
Subchapter 1: GENERAL PROVISIONS HEADING: PL 1987, c. 737, Pt. A, §2 (new)

\section*{§2605. Conflicts of interest}

Certain proceedings of municipalities, counties and quasi-municipal corporations and their officials are voidable and actionable according to the following provisions. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, \$106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §\$8, 10 (AMD).]
1. Voting. The vote of a body is voidable when any official in an official position votes on any question in which that official has a direct or an indirect pecuniary interest. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c.104, Pt. C, §§8, 10 (AMD).]
2. Contracts. A contract, other than a contract obtained through properly advertised bid procedures, made by a municipality, county or quasi-municipal corporation during the term of an official of a body of the municipality, county or quasi-municipal corporation involved in the negotiation or award of the contract who has a direct or an indirect pecuniary interest in it is voidable, except as provided in subsection 4.
[1987, C. 737, Pt. A, \$2 (NEW); 1987, C. 737, Pt. C, \$106 (NEW); 1989, c. 6, (AMD) ; 1989, c. 9, \$2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
3. Restrain proceedings. The Superior Court may restrain proceedings in violation of this section on the application of at least 10 residents of the municipality, county or area served by the quasi-municipal corporation.
[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
4. Direct or indirect pecuniary interest. In the absence of actual fraud, an official of a body of the municipality, county government or a quasi-municipal corporation involved in a question or in the negotiation or award of a contract is deemed to have a direct or indirect pecuniary interest in a question or in a contract where the official is an officer, director, partner, associate, employee or stockholder of a private corporation, business or other economic entity to which the question relates or with which the unit of municipal, county government or the quasi-municipal corporation contracts only where the official is directly or indirectly the owner of at least \(10 \%\) of the stock of the private corporation or owns at least a \(10 \%\) interest in the business or other economic entity.

When an official is deemed to have a direct or indirect pecuniary interest, the vote on the question or the contract is not voidable and actionable if the official makes full disclosure of interest before any action is taken and if the official abstains from voting, from the negotiation or award of the contract and from otherwise attempting to influence a decision in which that official has an interest. The official's disclosure and a notice of abstention from taking part in a decision in which the official has an interest shall be recorded with the clerk or secretary of the municipal or county government or the quasimunicipal corporation.
A. This subsection does not prohibit a member of a city or town council or a member of a quasi-municipal corporation who is a teacher from making or renewing a teacher employment contract with the municipality or quasi-municipal corporation for which the member serves. [1987, c. 737, Pt. A, \$2 (NEW) ; 1987, C. 737, Pt. C, §106 (NEW); 1989, C. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §\$8, 10 (AMD).]
[1987, C.737, Pt. A, \$2(NEW); 1987,c.737,Pt. C, §106 (NEW); 1989, C. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
5. Former municipal and county officials. This subsection applies to former municipal and county officials.
A. No former municipal or county official may, for anyone other than the municipality or county, knowingly act as an agent or attorney, or participate in a proceeding before a municipal or county government body for one year after termination of the official's employment or term of office with that government body in connection with any proceeding:
(1) In which the specific issue was pending before the municipal or county official and was directly within the responsibilities of that official; and
(2) Which was completed at least one year before the termination of that official's employment or term of office. [1989, c. 104, Pt. A, \$22 (NEW); 1989, c. 104, Pt. C, \$10 (NEW).]
B. No former municipal or county official may, for anyone other than the municipality or county, knowingly act as an agent or attorney, or participate in a proceeding before a municipal or county government body at any time after termination of the official's employment or term of office with that government body in connection with any proceeding:
(1) In which the specific issue was pending before the municipal or county official and was directly within the responsibilities of that official; and
(2) Which was pending within one year of the termination of the municipal or county official's employment or term of office. [1989, c. 104, Pt. A, \(\$ 22\) (NEW); 1989, C. 104, Pt. C, §10 (NEW).]
C. This subsection may not be construed to prohibit former municipal or county officials from doing personal business with the municipality or county. This subsection does not limit the application of Title \(17-\mathrm{A}\), chapter 25 . [1989, c. 104, Pt. A, \(\$ 22\) (NEW) ; 1989, C. 104, Pt. C, §10 (NEW).]

For the purpose of this subsection, a municipal or county government body includes an agency, board, commission, authority, committee, legislative body, department or other governmental entity of a municipality or county.
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[ 1989, c. 104, Pt. A, \$22 (NEW); 1989, c. 104, Pt. C, \$10 (NEW) .]

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6. Avoidance of appearance of conflict of interest. Every municipal and county official shall attempt to avoid the appearance of a conflict of interest by disclosure or by abstention.
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[ 1989, c. 104, Pt. A, §22 (NEW); 1989, c. 104, Pt. C, §10 (NEW) .]

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7. Municipal officers adopt ethics policy. In their discretion, the municipal officers may adopt an ethics policy governing the conduct of elected and appointed municipal officials.
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[ 1989, c. 561, §19 (NEW) .]
SECTION HISTORY
1987, c. 737, §§A2, C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2
(AMD). 1989, c. 104, §\$A22, C8, C10 (AMD). 1989, C. 561, \$19 (AMD).

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\section*{(OATH OF TOWN OFFICER) \\ (Except Moderator or Clerk) STATE OF MAINE}


Date: \(\qquad\)
I, \(\qquad\) , do swear, that I will support the Constitution of the United States, and of this State, so long as I shall continue a citizen thereof.

SO HELP ME GOD. (Const. ME., ART. IX, Sec. 1.)

I, \(\qquad\) , do swear, that I will faithfully discharge, to the best of my abilities, the duties incumbent on me as \(\qquad\) for the Town of Mount Desert, according to the Constitution and laws of the State. SO HELP ME GOD.

\section*{Term Expiration:}
(Before assuming the duties of office, a town official or deputy shall be sworn by the moderator in open town meeting, by the clerk, or by any other person authorized by law to administer an oath. Unless the oath is administered in the presence of the clerk, the person who administers it shall give the official or deputy sworn a certificate which he/she shall return to the clerk for filing. Title 30-A,
M.R.S.A. § 2526 (9) (A).)

CAUTION: A PERSON MUST MAKE A SEPARATE OATH FOR EACH OFFICE TO WHICH THEY ARE ELECTED, e.g., SWEAR SEPARATELY AS SELECTMEN AND AS ASSESSOR

Town of Mount Desert, Maine

\section*{Date:}
\(\qquad\)
Subscribed and sworn to
Before me, \(\qquad\)

\title{
Town of Mount Desert
}

Michael Bender, Fire Chief
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

Telephone 207-276-5111
Fax 207-276-5732
Web Address www.mtdesert.org firechief@mtdesert.org

\section*{Memo}

\author{
To: Durlin Lunt, Town Manager \\ From: Mike Bender, Fire Chief \\ CC:
}

Date: January 12, 2023
Re: Feasibility Study for Fire Protection Water Source(s)

At the November 15, 2021 Select Board meeting, there was a citizen request for the town to look into the costs and benefits of a installing a reliable source of water for fire protection purposes in the Somesville, Pretty Marsh area of Mount Desert. At that meeting, and after a lengthy discussion, it was decided that "another look for appropriate sites was a wise idea, and an engineer's study seems reasonable, both for the subdivisions mentioned (Woods Road), and other areas in Town".

At that meeting I offered to solicit and present a feasibility proposal to the Board to install one or more dry hydrants that would be strategically located in that area of town. The Board agreed, so I asked Greg Johnston of G.F. Johnston \& Associates to provide a detailed proposal for me to bring back to the Select Board for their review and further direction on this citizen's request.

Attached is Greg's quote for the feasibility study. As mentioned at the November BOS meeting, I fully support investigating the possibility of improving access to water sources in those villages to be used for fire protection.

I would like to request that this proposal be added to the January 17, 2023 Select Board agenda for review and further guidance. Our purchase policy dictates that a minimum of 3 bids must be solicited for services over \(\$ 5,00.00\), so I will need to know if they wish to waive that or request that I obtain 2 more bids.

Thank you.

\author{
G.F. Johnston \& Associates \\ Consulting Civil Engineers \\ 12 Apple Lane, P.O. Box 197 Southwest Harbor, Maine 04679 \\ 207-244-1200 Phone /Fax
}

January \(11^{\text {th }}, 2023\)

\author{
Michael Bender \\ Fire Chief \\ Town of Mount Desert \\ 21 Sea Street \\ P.O. Box 248 \\ Northeast Harbor, ME 04662 \\ \section*{RE: Pretty Marsh and Somesville Villages \\ \\ Fire Fighting Water Supply \\ \\ Source and Feasibility Study}
}

\section*{Dear Chief Bender:}

We appreciate the time you have spent with us developing an understanding of the Community's desire to explore improved water sources for fire fighting in the Pretty Marsh and Somesville Neighborhoods. As you are aware the development of fire ponds and water sources for fire fighting purposes is guided by NFPA 1142 " Standards on Water Supplies for Suburban and Rural Fire Fighting". The guide provides geographic, staging and waterflow requirements standards to assist in design, construction and maintenance of rural fire fighting water supplies. Our office engineers can assist by gathering information on the characteristics of potential sources and ranking their ability to function and maintain fire water supplies for the immediate area. We have successfully completed several fire flow analyses and ponds. Recent studies and ponds were constructed for Island Housing Trust, Jones Marsh development in Bar Harbor and Gateway Estates, a 52 residence neighborhood in Trenton.

Several sets of information will need to be investigated and analyzed against standards to develop a collection of facts that the Community, Fire Department and Town Leaders can use to make decision related to water supply sources. The exploration, collection and review of this information will occur through a feasibility study of available and then potential water source sites. The feasibility study will expand upon challenges such as topographical, easements, environmental, permitting and Community impacts of existing and potential sites.

The process will start with a kickoff meeting with the Fire Department staff to identify equipment and Department needs in firefighting. This will inform us of your particular approach and needs in fighting fires so that the ranking criteria for sites can consider the end user of the facilities. Following that we will draft a localized base map of water supplies sources already available for firefighting purpose. We will develop an understanding of these sources, their
limitations and potential for expansion. This plan will help identify geographical gaps of service to potential areas. At this stage of the process, we will have developed a base line of Department needs, available facilities and their relationship to the number of existing residences.

Once the Department needs and available facilities are documented we will identify locations within the community that may be most probable to be successful in meeting Community demands and NFPA standards as a water source for firefighting. Several Town properties will be considered along with natural sources which might meet the criteria in siting.

Following identifying potential sites, we will meet with the Department to review the scope and identified sources to ensure that the subsequent detailed ranking of each site in the final report is narrowed and focused. We will endeavor at this stage to bring an update to the Board of Selectman if they deem appropriate.

With the comment from Department and Selectboard we will culminate the geographic plan of known and potential sources into a consolidated plan. The plan will be used in conjunction with a written table summarizing and ranking the pros and cons of each location. Each potential location will be reviewed and ranked in terms of:
a) Access, Public, Private and Easement necessities
b) Physical Challenges in Improvements (Ledge, Site Distances, Piping Requirements)
c) Environmental Impacts and Permitting (MDEP, ACOE,MDOT,Local)
d) Proximity of Service to Residence ( meaningful relation to developed neighborhoods)
e) Quantity of Water in meeting demands ( consider seasonal effects of access, roads)
f) Probable Costs

The conditions of each site will be described with pros and cons in a table format report. The report will cover at least, but no limited to, the criteria above for each site's potential to be successful as a fire fighting water source. The report and plans will be presented to the Department and we will be available for presentation and discussion with the Selectboard and public.

We would provide the above described services based on the budgeted costs below.
\begin{tabular}{|l|l|l|l|}
\hline & Task & Expanded Description & \begin{tabular}{l} 
Budget \\
Cost
\end{tabular} \\
\hline 1 & \begin{tabular}{l} 
Department Meetings, Existing \\
Fire Fighting Resource \\
Conditions Plans
\end{tabular} & \begin{tabular}{l} 
Detailed above to match approach with \\
available community facilities. Result of \\
this task will be development of \\
standards from Department, review of \\
NFPA 1142 in relation to existing sites. \\
Draft map location of existing public and \\
private sources, estimates of available \\
resources.
\end{tabular} & \(\$ 800\) \\
\hline 2 & \begin{tabular}{l} 
Identify Flow Demands and \\
Locations which may satisfy the \\
Standards Design.
\end{tabular} & \begin{tabular}{l} 
Review potential sites, against the ability \\
to meet Community demands, \\
Department use and NFPA 1142 \\
standards. This task will include visits to \\
the potential areas by an engineer, \\
notations on limitations and potentials for \\
use. Contacting any private land owners \\
for opportunities to visit private sites. \\
During this phase we are developing \\
information and quantifying the criteria \\
in order to compare potential sites. The \\
result of this task is the table of potential \\
sites and collection of data in order to \\
compare.
\end{tabular} & \(\$ 1800\) \\
\hline 3 & \begin{tabular}{l} 
Department, Selectboard and \\
Community Updates
\end{tabular} & \begin{tabular}{l} 
This item is the ensure we have built in \\
time for communications and meeting \\
updates with Selectboard and Public, \\
Anticipating 2 Department meetings and \\
2 Selectboard updates including final \\
presentation.
\end{tabular} & \(\$ 1200\) \\
\hline 4 & \begin{tabular}{l} 
Plan and Report Generation \\
Takeoffs of materials, estimate costs, \\
write up the comparisons, populate the \\
ranking criteria, draft and produce the \\
plan showing combined and existing \\
resource plans. The report will be bound \\
and tabbed to sections and will prepared \\
by a Maine Registered Professional \\
Engineer.
\end{tabular} & \(\$ 2800\) \\
\hline
\end{tabular}

We have been diligent in applying estimated time above to complete the tasks based on similar projects. We feel the water supply study be accomplished under the budgeted costs. We will invoice the services monthly based on the attached schedule of hourly rates.

Know as you read through this proposal, we are available to discuss at anytime, or modify in any way to better fit your needs based on our furthered communications We appreciate the opportunity to assist the Town of Mount Desert with this project.

Sincerely,


Greg Johnston P.E.
Registered Civil Engineer
G.F. Johnston \& Associates
G.F. Johnston \& Associates

Consulting Civil Engineers
12 Apple Lane, Unit\#3, P.O. Box 197 Southwest Harbor, Maine 04679
207-244-1200

\section*{Company Profile}
G.F Johnston and Associates provides comprehensive Engineering and Design Services to the Mount Desert Island community. We provide property planning, survey, road and driveway design, stormwater management, site grading design, foundation and structural framing design. We work closely with our clients to ensure their goals for the projects are carried through construction. We provide personalized service that assist clients in developing plans for the construction of the private homes, providing technical support for their property vision.

We provide planning and permitting services for the individual home owner, contractors and developers. We excel in providing a smooth execution of a project plan in what may seem as a field of regulatory constraints.

We provide plans and permitting and design for coastal projects such as piers, boardwalks, and boating facilities. We work with clients from conceptualization of each project, through, design and permitting. We are available to assist in choosing the right contractor and provide construction management services.

We believe the personalized experience of each client requires them to become an integral part of each project team.

The company founder Greg Johnston, is a University of Maine graduate and registered Professional Engineer. Following his internship with local engineers in the 1990's, Greg relocated to the Chicago area to pursue a career in Civil Engineering as related to community development. While in the Chicago area Greg worked for a private consulting firm providing services for commercial and residential projects. The projects ranged in size from single family residential homes to neighborhood designs in excess of 600 acres. Upon returning to his home on Mount Desert Island Maine in 2003, the founder managed a local office for a civil engineering firm through 2007.

The establishment of G.F Johnston and Associates was formed to provide resource conscious and personalized consulting services to the communities surrounding the Mount Desert Island area.


\section*{G.F. Johnston \& Associates}

Consulting Civil Engineers
12 Apple Lane Suite \#3, P.O. Box 197 Southwest
Harbor, Maine 04679
207-244-1200

\section*{Schedule of Charges}
\begin{tabular}{lc} 
Personnel & Hourly Rate \\
Engineer Principal & \(\$ 120.00\) \\
Engineer P.E & \(\$ 90-\$ 95\) \\
Assistant Engineer & \(\$ 80.00\) \\
Field Engineer P.E & \(\$ 67.50\) \\
Technician/Draftsman & \(\$ 65.00\) \\
Survey Two Man Crew & \(\$ 110.00\) \\
Survey One Person -Robotic & \(\$ 95.00\) \\
Professional Licensed Surveyor & \(\$ 110.00\) \\
Administrative & \(\$ 40.00\) \\
Mileage & \(\$ 0.55\) per MI
\end{tabular}

Subcontractors paid by G.F. Johnston and Associates will be invoiced Cost plus \(15 \%\) to offset overhead and insurance premiums.


NEW BUSINESS

\title{
Small Animal Clinic \\ 9 Toothaker Lane \\ Ellsworth, Maine 04605 \\ 207-667-2341
}

12/27/2022

Dear City/Town or Unorganized Territory:

Enclosed you will find a copy of the 2023 stray contract and an explanation of the abandoned or surrendered animal policy.

If you would like to contract with the Small Animal Clinic please complete the form and mail it to us by \(1 / 31 / 23\).

Thank you,
Priscilla A. Vail LVT

\title{
SMALL ANIMAL CLINIC \\ 9 TOOTHAKER LANE \\ ELLSWORTH,MAINE 04605 \\ 207-667-2341
}

Date \(\qquad\)
The Town, City, unorganized Territory, Township of
authorizes the Small Animal Clinic of 9 Toothaker Lane, Ellsworth, Maine 04605 to certify the authenticity of the information noted on stray dog or cat food/shelter claim forms forwarded to the Animal Welfare Board for payment under title 7, chapter 701, section
3406, as amended.
The Town, city, Unorganized Territory, Township of
acknowledges its responsiblity to retain information provided by its animal control personnel as to those dogs or /cats transported and / or taken to the shelter noted above in
which we have a contract presently in force.
A fee of \(\$ 60.00\) per dog and /or \(\$ 50.00\) per cat will be billed to your town for each dog or cat brought for food and shelter as a stray.
A fee of \(\$ 30.00\) per day for a dog and / or \(\$ 20.00\) per day for a cat will be billed to your town/city for each dog and or cat brought because the animal is declared by the town/city ABANDONED OR SURRENDERED.

When an animal is brought into the Small Animal Clinic as an abandoned or surrendered animal the City/Town or Unorganized Territory will also be responsible for all boarding fees and must either make arrangements to have the animal euthanized and cremated or placed in a home according to the new animal welfare adoption policy. The City/Town or Unorganized will also be responsible for those fees incurred with us for that procedure.

RABIES QUARANTINE: The animal must be brought into the Small Animal Clinic during business hours. The owner of the animal MUST prepay for the 10 day quarantine fee of 28.00 per night for a dog and 22.00 per night for a cat, before the animal is admitted or the TOWN will be responsible for the 10 day quarantine fee.

\footnotetext{
Town, City,Unorganized Territory Clerk/Recorder
Town Manager / Board of Selectmen:
}

\author{
Town of Mount Desert
}

John Lemoine, Harbormaster
40 Harbor Drive, P.O. Box 237
Northeast Harbor, ME 04662-0248
Telephone 207-276-5737 Fax 207-276-5741
E-mail Address harbormaster@mtdesert.org
Web Address www.mtdesert.org

January 6, 2023

\section*{MEMO}

To: Durlin Lunt-Town Manager, Board of Selectmen
From: John Lemoine-Harbormaster
Ref: Mooring Floats top and bottom chains

I am asking for authorization to pay for replacement of Northeast Harbor Mooring Floats top and bottom chains by Alvah B. Barge Service Inc. for \(\$ 2,434.50\). The Northeast Harbor Mooring/Floats CIP 6410100-24681 has a balance of \(\$ 351,754.13\). This is done to keep the Mooring Floats in safe working order.

John Lemoine
Harbormaster

\title{
Town of Mount Desert
}

21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5744 Fax 207-276-4152
www.mtdesert.org highway@mtdesert.org

\section*{MEMO}

To: Durlin Lunt, Town Manager
From: Ben Jacobs, Highway Superintendent
Re: Loader Backhoe Lease Recommendation
Date: January 12, 2023
As authorized by the Board of Selectmen at their December 18, 2022, regular meeting, we solicited competitive bids to lease a new 2023 loader backhoe for the Highway Division of Public Works and purchase it at the end of the lease for \(\$ 1.00\). I received lease quotes from three different financial institutions and Gorham Savings Bank had the lowest interest rate at 4.57 percent and it also included a non-appropriation clause. If you recall, we are trading our 2015 Case loader backhoe towards this lease purchase. Our CIP (Capital Improvement Plan) calls for it to be replaced after seven years or in 2022. We received two bids from the three dealers we provided the bid package to. The bid results are presented below.
\begin{tabular}{|l|l|l|l|l|l|}
\hline \multicolumn{1}{|c|}{ Dealer } & \multicolumn{1}{c|}{ 2023 Model } & Initial Price & \begin{tabular}{c} 
Trade-in \\
Allowance
\end{tabular} & Final Bid Price & Price Difference \\
\hline \begin{tabular}{l} 
Beauregard Equipment \\
(Hermon)
\end{tabular} & \begin{tabular}{l} 
Case 580SN- \\
WT
\end{tabular} & 152,400 & 31,000 & \(121,400.00\) & \\
\hline \begin{tabular}{l} 
United Construction \& \\
Forestry (Hermon)
\end{tabular} & \begin{tabular}{c} 
Did not meet \\
bid \\
specifications
\end{tabular} & & & & \\
\hline Milton Cat (Bangor) & No Response & & & & \\
\hline & & & & & \\
\hline & & & & & \\
\hline
\end{tabular}

Based on the information presented above, and our review of the required specifications compared to those included with each bid, I recommend that the town:
1.) Lease a new model year 2023 loader backhoe for a sum of \(\$ 121,400.00\) after receiving \(\$ 31,000.00\) for the trade of our 2015 Case loader backhoe from Beauregard Equipment in Hermon Maine.
2.) Finance said lease amount through Gorham Savings Bank, a bank which we have worked with several times to lease other equipment, under a Municipal Lease/Purchase agreement with a 5year term at a fixed interest rate of 4.57 percent with a non-appropriation clause. These terms will result in an annual payment of approximately \(\$ 26,496.96\) for each of the five years and from whom we will purchase the loader backhoe for \(\$ 1.00\) at the end of the five years. Fifty percent of the annual lease payment would be made from the Public Works Equipment Reserve Account 4050100-24500 with a current balance of \$94,915.28 and the remaining fifty percent


\title{
Town of Mount Desert
}

21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5744 Fax 207-276-4152
www.mtdesert.org highway@mtdesert.org
of lease payment would be made from the Highways annual appropriations Lease-Backhoe budget line 1550100-55312.
3.) Authorize Highway Superintendent Ben Jacobs to execute all documents on behalf of the Town to facilitate the purchase and execute the lease in accordance with the terms described in Numbers 1 and 2 above.

Thank you for consideration of my recommendations.
Cc. Claire Woolfolk, Town Clerk

Jake Wright, Finance Director


\title{
Town of Mount Desert
}

Michael Bender, Fire Chief
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

Telephone 207-276-5111
Fax 207-276-5732
Web Address www.mtdesert.org firechief@mtdesert.org

\section*{Memo}

\author{
To: Durlin Lunt, Town Manager
}

From: Mike Bender, Fire Chief
CC:
Date: January 12, 2023
Re: Authorization to Enter into Contract with Maine Maritime Academy

I would like to request approval from the Board of Selectman to enter into a contract with the Maine Maritime Academy (MMA) to provide our breathing air cascade and compressor vehicle in support of their fire training program, and request authorization for the Fire Chief to sign the approved contract on behalf of the Mount Desert Fire Department.

The Director of Fire Training for the MMA has asked if we could provide our Breathing Air Supply truck once again this year as contingency support for their school's fire training program which is conducted at the Ellsworth Training Center in Hancock. MMA has lined up two other resources to provide this service to them which they plan to use first. We would be third in line and act as a backup in the event the other two agencies would not be able to participate. Terms of the contract and contract dates are listed in Attachment A of the document. Dates are from 2/1/2023 to \(12 / 31 / 23\). MMA will be reimbursing the Town \(\$ 700.00\) a day for this service. This fee will cover the costs of operator wages (both on-call or full-time staff), vehicle fuel and use of the vehicle. This work detail will be offered to on-call staff first, with full-time staff working open dates when necessary.

Thank you.
\begin{tabular}{ll} 
From: & \multicolumn{1}{l}{ Raney Bench } \\
To: & Town Clerk; Durlin Lunt \\
Cc: & Lisa Murray \\
Subject: & MDI Historical Society request \\
Date: & Thursday, January 12, 2023 1:19:40 PM
\end{tabular}

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

\section*{Hi Durlin and Claire,}

The MDI Historical Society needs to paint the bridge and museum building on the Somesville campus and has received a bid from Welsh painting for \(\$ 13,000\). This is not something we can afford on our own, so I'm hoping the town would be able to contribute. Normally we would apply for funds to support the Somesville campus through the annual 3rd party application, but given the expense, Wendy Littlefield recommended we ask to be added to the agenda during a regular meeting to make our request, and then submit our 3rd party request as usual.

Additionally, I'd like the opportunity to build awareness of the services we provide the town through education and public programs, the Somesville campus, and care of historic collections; all of which are offered free to the public. It is my hope that we can make a stronger case for our value to the community, thereby incrementally increasing our annual support from the town. The Somesville campus is the most iconic and photographed place on MDI, if not in all of Maine, and most people don't know it belongs to the Historical Society and we shoulder the entire cost of maintaining it and insuring the location, while allowing free access to the campus by the public.

Please let me know if you need any additional information, and if it's possible to add me to an upcoming agenda.
Thank you,
Raney
--
Raney Bench
Executive Director
Mount Desert Island Historical Society
PO Box 653
Mount Desert, ME 04660
207.276.9323 | mdihistory.org
facebook.com/mdihistory
My work hours may not be yours.
Please don't feel obligated to respond to my communications outside of your regular working day.
12/23/2022 09:16 |Town of Mount Desert
6905dlun |NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS
PROJECTION: 2024 2023-2024 Budget Projection F
ACCOUNTS FOR:
General Fund
501 Highways
51100 DEPT HEAD
\(1550100 \quad 51100\)
PW DIRECTOR
MECHANICS
51420 HVY EQUIP OPERATOR
51120 SUPERVISOR
155010051120
51410 EQUIPMENT OPERATOR
\(1550100 \quad 51410\) MOTOR EQUIP OPERATOR
155010051420 HVY EQUIP OPERATOR
\(\begin{array}{cc}51430 \text { MECHANICS } \\ 1550100 & 51430\end{array}\)
51500 OVERTIME
155010051500
51510 SNOWPLOW OVERTIME
ヨWILצヨ^O MOTdMONS OTSIS OOTOSST
52020 WORKERS COMP WORKERS COMP 155010052020
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
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CTUAL
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REVISED BUD
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2023
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ACTUAL
\end{tabular} & & \begin{tabular}{l}
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2024
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DEPT REQ
\end{tabular} & PCT CHANGE \\
\hline \multicolumn{14}{|l|}{52030 ICMA 401} \\
\hline 1550100 & 52030 & ICMA 401 & \$ & 15,235 & \$ & 15,254 & \$ & 15,254 & \$ & 6,309 & \$ & 6,224 & -59.20\% \\
\hline \multicolumn{14}{|l|}{52120 MPERS} \\
\hline 1550100 & 52120 & MPERS & \$ & 50,474 & \$ & 47,349 & \$ & 47,349 & \$ & 23,111 & \$ & 58,146 & 22.80\% \\
\hline \multicolumn{14}{|l|}{52200 HEALTH INSURANCE} \\
\hline 1550100 & 52200 & HEALTH INS & \$ & 145,764 & \$ & 150,629 & \$ & 150,629 & \$ & 66,463 & \$ & 151,898 & 0.84\% \\
\hline \multicolumn{14}{|l|}{52300 FICA} \\
\hline 1550100 & 52300 & FICA & \$ & 35,186 & \$ & 37,318 & \$ & 37,318 & \$ & 15,807 & \$ & 35,693 & -4.35\% \\
\hline \multicolumn{14}{|l|}{52310 MEDICARE} \\
\hline 1550100 & 52310 & MEDICARE & \$ & 8,247 & \$ & 8,724 & \$ & 8,724 & \$ & 3,697 & \$ & 8,348 & -4.31\% \\
\hline \multicolumn{14}{|l|}{53000 OFFICE SUPPLIES} \\
\hline 1550100 & 53000 & OFFICE SUPPLIES & \$ & 1,382 & \$ & 500 & \$ & 500 & \$ & 419 & \$ & 1,500 & 200.00\% \\
\hline \multicolumn{14}{|l|}{Added spring water to this line. No longer using GRM for it} \\
\hline \multicolumn{14}{|l|}{53200 SALT \& SAND} \\
\hline 1550100 & 53200 & SALT \& SAND & \$ & 97,963 & \$ & 145,000 & \$ & 145,000 & \$ & 50,161 & \$ & 145,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53250 PAVING} \\
\hline 1550100 & 53250 & PAVING & \$ & 405,509 & \$ & 410,000 & \$ & 410,000 & \$ & 403,857 & \$ & 410,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53260 SIDEWALK SUPPLIES} \\
\hline 1550100 & 53260 & SIDEWALK SUPPLIES & \$ & 5,000 & \$ & 5,000 & \$ & 5,000 & \$ & - & \$ & 5,000 & 0.00\% \\
\hline
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\hline & 22 & & \begin{tabular}{l}
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2023
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ORIG BUD
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2023 \\
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2024 \\
DEPT REQ
\end{tabular} & PCT CHANGE \\
\hline \$ & 5,724 & \$ & 4,500 & \$ & 4,500 & \$ & 3,432 & \$ & 5,000 & 11.11\% \\
\hline \$ & 5,792 & \$ & 8,500 & \$ & 8,500 & \$ & 2,581 & \$ & 8,500 & 0.00\% \\
\hline \$ & - & \$ & 1,500 & \$ & 1,500 & \$ & - & \$ & 1,500 & 0.00\% \\
\hline \$ & 34,223 & \$ & 48,000 & \$ & 48,000 & \$ & 23,464 & \$ & 51,000 & 6.25\% \\
\hline \$ & 5,844 & \$ & 9,500 & \$ & 9,500 & \$ & 1,667 & \$ & 8,500 & -10.53\% \\
\hline \$ & 18,794 & \$ & 22,000 & \$ & 22,000 & \$ & 12,276 & \$ & 22,000 & 0.00\% \\
\hline \$ & 44,877 & \$ & 36,000 & \$ & 36,000 & \$ & 28,937 & \$ & 38,000 & 5.56\% \\
\hline \$ & 7,916 & \$ & 10,000 & \$ & 10,000 & \$ & 4,095 & \$ & 10,000 & 0.00\% \\
\hline
\end{tabular}

\section*{ACCOUNTS FOR: \\ General Fund \\  \\ 53331 STREET SIGNS \\ 155010053331 \\ 53400 HEATING FUEL \\ \(\begin{array}{lll}1550100 & 53400 & \text { HEATING FUEL } \\ 53620 & \text { SOFTWARE PURCHASE } \\ 1550100 & 53620 & \text { SOFTWARE PKG PURCHASE }\end{array}\) \\ 53620 SOFTWARE PURCHASE
155010053620 \\ SOFTWARE PKG PURCHASE}
53710 VEHICLE FUEL
\(1550100 \quad 53710 \quad\) VEHICLE FUEL
Diesel fuel is over \(\$ 5.00\) per gallon

\section*{TIRES \\ 53720 TIRES \\ 155010053720 \\ ,}
53740 STORM WATER SUPPLIES 155010053740 STORM WATER SUPPLIES
53800 UNIFORMS UNIFORMS
53730 MISC-MATERIALS \(1550100 \quad 53730 \quad\) MISC-MATERIALS

TRAINING
155010054100
ヨヨコ HOヨュ／』 OSてもS
IT／TECH FEE
TECHNICAL SVCS technical svis
54260 TECHNICAL SVCS
\(1550100 \quad 54260\)
55010 ELECTRICITY
\(1550100 \quad 55010\)
ELECTRICITY
CELL PHONES
55313 LEASE－SIDEWALK PLOW
155010055313 LEASE－SIDEWALK PLOW Purchased new sidewalk machine
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{3}{|l|}{ACCOUNTS FOR:} & \multicolumn{2}{|l|}{2022} & \multicolumn{2}{|l|}{2023} & \multicolumn{2}{|l|}{2023} & \multicolumn{2}{|l|}{2023} & \multicolumn{2}{|l|}{2024} & \multirow[t]{2}{*}{\[
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\text { PCT } \\
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\]} \\
\hline General Fund & & & & CTUAL & & ORIG BUD & & EVISED BUD & & ACTUAL & & DEPT REQ & \\
\hline \multicolumn{14}{|l|}{55330 SOFTWARE LICENSE FEE} \\
\hline 1550100 & 55330 & SOFTWARE RENEW/LIC FEES & \$ & 1 & \$ & - & \$ & - & \$ & - & \$ & 1,500 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55400 REPAIRS \& MAINT-GENERAL} \\
\hline 1550100 & 55400 & GEN REPAIRS \& MAINT & \$ & 242,760 & \$ & 205,000 & \$ & 205,000 & \$ & 109,343 & \$ & 204,000 & -0.49\% \\
\hline \multicolumn{14}{|l|}{55410 REPAIRS \& MAINT-TRUCK} \\
\hline 1550100 & 55410 & REPAIRS \& MAINT-TRUCK & \$ & 4,529 & \$ & - & \$ & - & \$ & - & \$ & - & 0.00\% \\
\hline \multicolumn{14}{|l|}{56205 PUBLIC NOTICE} \\
\hline 1550100 & 56205 & PUBLIC NOTICE & \$ & - & \$ & 500 & \$ & 500 & \$ & - & \$ & - & -100.00\% \\
\hline \multicolumn{14}{|l|}{57400 EQUIP-TECH HARDWARE} \\
\hline 1550100 & 57400 & EQUIP-TECH HARDWARE & \$ & - & \$ & 2,000 & \$ & 2,000 & \$ & - & \$ & 1,500 & -25.00\% \\
\hline \multicolumn{14}{|l|}{57500 OTHER EQUIPMENT} \\
\hline 1550100 & 57500 & OTHER EQUIPMENT & \$ & 3,004 & \$ & - & \$ & - & \$ & 1,928 & \$ & - & \\
\hline TOTAL & hways & & \$ & 1,813,689 & \$ & 1,862,153 & \$ & 1,862,153 & \$ & 1,042,374 & \$ & 1,921,356 & 3.18\% \\
\hline \multicolumn{14}{|l|}{505 Wastewater Operations} \\
\hline \multicolumn{14}{|l|}{555 Sewer Operation} \\
\hline 1550552 & 51120 & CHIEF OPERATOR & \$ & 75,150 & \$ & 77,155 & \$ & 77,155 & \$ & 38,687 & \$ & 85,896 & 11.33\% \\
\hline \multicolumn{14}{|l|}{51150 LAB TECH} \\
\hline 1550552 & 51150 & LAB TECH & \$ & 57,208 & \$ & 55,804 & \$ & 55,804 & \$ & 26,686 & \$ & 59,218 & 6.12\% \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|}
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DEPT REQ
\end{tabular} & PCT CHANGE \\
\hline \$ & 160,425 & \$ & 151,694 & \$ & 151,694 & \$ & 78,813 & \$ & 165,984 & 9.42\% \\
\hline \$ & 3,508 & \$ & 10,800 & \$ & 10,800 & \$ & - & \$ & 10,800 & 0.00\% \\
\hline \$ & 14,141 & \$ & 13,500 & \$ & 13,500 & \$ & 5,382 & \$ & 13,500 & 0.00\% \\
\hline \$ & 10,493 & \$ & 11,500 & \$ & 11,500 & \$ & 2,864 & \$ & 8,149 & -29.14\% \\
\hline \$ & 10,893 & \$ & 10,621 & \$ & 10,621 & \$ & 5,515 & \$ & 12,185 & 14.73\% \\
\hline \$ & 23,869 & \$ & 22,674 & \$ & 22,674 & \$ & 11,318 & \$ & 22,745 & 0.31\% \\
\hline \$ & 94,991 & \$ & 101,932 & \$ & 101,932 & \$ & 43,952 & \$ & 97,082 & -4.76\% \\
\hline \$ & 18,716 & \$ & 17,967 & \$ & 17,967 & \$ & 9,020 & \$ & 19,288 & 7.35\% \\
\hline
\end{tabular}

\title{
ASSIST OPERATOR
}

\section*{PART TIME}
WORKERS COMP

\section*{ICMA 401}

\section*{MPERS} HEALTH INS
FICA
51160 ASSIST OPERATOR
\(1550552 \quad 51160\)
51160 ASSIST OPERATOR
\(1550552 \quad 51160\)
52020 WORKERS COMP
OVERTIME



\section*{51440 PART TIME 155055251440 \\ 51500 OVERTIME \\ 155055251500 \\ 155}

\section*{155055252020}
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\begin{aligned}
& 52120 \text { MPERS } \\
& 1550552 \quad 52120
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\]
52200 HEALTH INSURANCE 155055252200
52300 FICA
155055252300
52310 MEDICARE
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{3}{|l|}{ACCOUNTS FOR: General Fund} & \multicolumn{2}{|l|}{\[
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\hline \begin{tabular}{c} 
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CHANGE
\end{tabular} \\
\hline \(4.81 \%\)
\end{tabular}} \\
\hline 1550552 & 52310 & MEDICARE & \$ & 4,377 & \$ & 4,303 & \$ & 4,303 & \$ & 2,109 & \$ & 4,510 & \\
\hline \multicolumn{14}{|l|}{53000 OFFICE SUPPLIES} \\
\hline 1550552 & 53000 & OFFICE SUPPLIES & \$ & 1,211 & \$ & - & \$ & - & \$ & 727 & \$ & 1,500 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53140 POSTAGE} \\
\hline 1550552 & 53140 & POSTAGE & \$ & 82 & \$ & 200 & \$ & 200 & \$ & - & \$ & 200 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53620 SOFTWARE PURCHASE} \\
\hline 1550552 & 53620 & SOFTWARE PKG PURCHASE & \$ & 324 & \$ & 1,250 & \$ & 1,250 & \$ & 300 & \$ & 1,250 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53710 VEHICLE FUEL} \\
\hline 1550552 & 53710 & VEHICLE FUEL & \$ & 12,829 & \$ & 15,000 & \$ & 15,000 & \$ & 7,384 & \$ & 16,000 & 6.67\% \\
\hline \multicolumn{14}{|l|}{53800 UNIFORMS} \\
\hline 1550552 & 53800 & UNIFORMS & \$ & 7,457 & \$ & 10,000 & \$ & 10,000 & \$ & 2,860 & \$ & 10,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53820 LAB EQUIP} \\
\hline 1550552 & 53820 & LAB EQUIP & \$ & 13,913 & \$ & 8,500 & \$ & 8,500 & \$ & 6,837 & \$ & 8,500 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53900 MISC SUPPLIES} \\
\hline 1550552 & 53900 & OTHER EQUIPMENT & \$ & 7,298 & \$ & 11,000 & \$ & 11,000 & \$ & 1,416 & \$ & 10,000 & -9.09\% \\
\hline \multicolumn{14}{|l|}{54100 TRAINING} \\
\hline 1550552 & 54100 & TRAINING & \$ & 1,084 & \$ & 2,500 & \$ & 2,500 & \$ & 549 & \$ & 2,500 & 0.00\% \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline ACCOUNTS General Fu & & & \multicolumn{2}{|l|}{\[
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\text { DEPT REQ }
\end{gathered}
\]} & PCT
CHANGE \\
\hline \multicolumn{14}{|l|}{54260 TECHNICAL SVCS} \\
\hline 1550552 & 54260 & TECHNICAL SVCS & \$ & 4,104 & \$ & 15,000 & \$ & 15,000 & \$ & 4,308 & \$ & 15,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{54300 FEES, LICENSES, PERMITS} \\
\hline 1550552 & 54300 & FEES, LICENSES, PERMITS & \$ & 2,800 & \$ & 3,500 & \$ & 3,500 & \$ & 3,054 & \$ & 3,500 & 0.00\% \\
\hline \multicolumn{14}{|l|}{54530 OTHER CONTRACT SERVICES} \\
\hline 1550552 & 54530 & SEWER INSPECTION SERVICES & \$ & 25,000 & \$ & 25,000 & \$ & 25,000 & \$ & 25,000 & \$ & 25,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{54600 OUTSIDE LAB/MEDICAL} \\
\hline 1550552 & 54600 & OUTSIDE LAB/TESTING & \$ & 2,251 & \$ & 10,000 & \$ & 10,000 & \$ & - & \$ & 10,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{54610 SLUDGE DISPOSAL} \\
\hline 1550552 & 54610 & SLUDGE DISPOSAL & \$ & 46,778 & \$ & 86,000 & \$ & 86,000 & \$ & 44,437 & \$ & 85,000 & -1.16\% \\
\hline \multicolumn{14}{|l|}{55100 Vehicle repair} \\
\hline 1550552 & 55100 & VEHICLE REPAIR & \$ & 3,088 & \$ & 4,000 & \$ & 4,000 & \$ & 1,437 & \$ & 4,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55130 CELL PHONES} \\
\hline 1550552 & 55130 & CELL PHONES & \$ & 2,132 & \$ & 3,750 & \$ & 3,750 & \$ & 1,135 & \$ & 3,750 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55210 PUMP STATION MAINT} \\
\hline 1550552 & 55210 & PUMP STATION MAINT & \$ & 24,098 & \$ & 25,000 & \$ & 25,000 & \$ & 4,327 & \$ & 25,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55405 REPAIR \& MAINT-GENERATOR} \\
\hline 1550552 & 55405 & GENERATOR SVCS & \$ & 1,562 & \$ & 4,000 & \$ & 4,000 & \$ & 2,476 & \$ & 4,500 & 12.50\% \\
\hline
\end{tabular}


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\hline ACCOUNTS General Fu & \begin{tabular}{l}
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\]} & \multicolumn{2}{|l|}{2023 ORIG BUD} & \multicolumn{2}{|l|}{2023 REVISED BUD} & \multicolumn{2}{|l|}{\[
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2023 \\
\text { ACTUAL }
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\]} & \multicolumn{2}{|l|}{2024 DEPT REQ} & PCT CHANGE \\
\hline \multicolumn{3}{|l|}{55200 BLDG REPAIR \& MAINT} & & & & & & & & & & & \\
\hline 1550667 & 55200 & BLDG REPAIR \& MAINT & \$ & 2,423 & \$ & 4,000 & \$ & 4,000 & \$ & 75 & \$ & 4,000 & 0.00\% \\
\hline \multicolumn{3}{|l|}{55400 REPAIRS \& MAINT-GENERAL} & & & & & & & & & & & \\
\hline 1550667 & 55400 & GEN REPAIRS \& MAINT & \$ & 4,153 & \$ & 5,500 & \$ & 5,500 & \$ & 1,646 & \$ & 5,500 & 0.00\% \\
\hline TOTAL & Somesville & & \$ & 53,287 & \$ & 79,000 & \$ & 79,000 & \$ & 13,223 & \$ & 79,000 & 0.00\% \\
\hline \multicolumn{3}{|l|}{568 Seal Harbor Plant} & & & & & & & & & & & \\
\hline \multicolumn{3}{|l|}{53211 CHLORINATION} & & & & & & & & & & & \\
\hline 1550668 & 53211 & CHLORINATION & \$ & 6,442 & \$ & 6,800 & \$ & 6,800 & \$ & 5,986 & \$ & 10,800 & 58.82\% \\
\hline \multicolumn{3}{|l|}{53212 DECHLORINATION} & & & & & & & & & & & \\
\hline 1550668 & 53212 & DECHLORINATION & \$ & 3,383 & \$ & 5,000 & \$ & 5,000 & \$ & 4,139 & \$ & 5,000 & 0.00\% \\
\hline \multicolumn{3}{|l|}{53213 PH CONTROL} & & & & & & & & & & & \\
\hline 1550668 & 53213 & PH CONTROL & \$ & 20,400 & \$ & 20,000 & \$ & 20,000 & \$ & 14,118 & \$ & 30,000 & 50.00\% \\
\hline \multicolumn{3}{|l|}{53400 HEATING FUEL} & & & & & & & & & & & \\
\hline 1550668 & 53400 & HEATING FUEL & \$ & 10,447 & \$ & 12,000 & \$ & 12,000 & \$ & 1,955 & \$ & 20,500 & 70.83\% \\
\hline \multicolumn{3}{|l|}{55010 ELECTRICITY} & & & & & & & & & & & \\
\hline 1550668 & 55010 & ELECTRICITY & \$ & 49,643 & \$ & 67,500 & \$ & 67,500 & \$ & 9,554 & \$ & 67,500 & 0.00\% \\
\hline \multicolumn{3}{|l|}{55110 WATER} & & & & & & & & & & & \\
\hline 1550668 & 55110 & WATER & \$ & 344 & \$ & 458 & \$ & 458 & \$ & 229 & \$ & 458 & 0.00\% \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline ACCOUNTS FOR: General Fund & & \begin{tabular}{l}
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\hline 2024 \\
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\end{gathered}
\] & PCT CHANGE \\
\hline \multicolumn{12}{|l|}{55200 BLDG REPAIR \& MAINT} \\
\hline 155066855200 BLDG REPAIR \& MAINT & \$ & 3,769 & \$ & 5,500 & \$ & 5,500 & \$ & 982 & \$ & 5,500 & 0.00\% \\
\hline \multicolumn{12}{|l|}{55400 REPAIRS \& MAINT-GENERAL} \\
\hline 155066855400 GEN REPAIRS \& MAINT & \$ & 11,820 & \$ & 12,500 & \$ & 12,500 & \$ & 1,056 & \$ & 12,500 & 0.00\% \\
\hline TOTAL Seal Harbor Plant & \$ & 106,247 & \$ & 129,758 & \$ & 129,758 & \$ & 38,021 & \$ & 152,258 & 17.34\% \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{14}{|l|}{569 Otter Creek} \\
\hline 1550669 & 53214 & ODOR/GREASE CONTROL & \$ & 8,371 & \$ & 10,000 & \$ & 10,000 & \$ & - & \$ & 10,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53400 HEATING FUEL} \\
\hline 1550669 & 53400 & HEATING FUEL & \$ & 2,082 & \$ & 3,500 & \$ & 3,500 & \$ & 127 & \$ & 3,500 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55010 ELECTRICITY} \\
\hline 1550669 & 55010 & ELECTRICITY & \$ & 13,198 & \$ & 17,000 & \$ & 17,000 & \$ & 1,874 & \$ & 17,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55200 BLDG REPAIR \& MAINT} \\
\hline 1550669 & 55200 & BLDG REPAIR \& MAINT & \$ & 1,802 & \$ & 2,000 & \$ & 2,000 & \$ & - & \$ & 2,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55400 REPAIRS \& MAINT-GENERAL} \\
\hline 1550669 & 55400 & GEN REPAIRS \& MAINT & \$ & - & \$ & 2,500 & \$ & 2,500 & \$ & 90 & \$ & 2,500 & 0.00\% \\
\hline TOTAL & er Creek & & \$ & 25,453 & \$ & 35,000 & \$ & 35,000 & \$ & 2,090 & \$ & 35,000 & 0.00\% \\
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\end{tabular}

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DEPT REQ
\end{tabular} & PCT CHANGE \\
\hline \$ & 18,470 & \$ & 19,000 & \$ & 19,000 & \$ & 13,264 & \$ & 23,000 & 21.05\% \\
\hline \$ & - & \$ & 5,000 & \$ & 5,000 & \$ & 84 & \$ & 4,000 & -20.00\% \\
\hline \$ & 2,564 & \$ & 4,000 & \$ & 4,000 & \$ & 1,101 & \$ & 4,000 & 0.00\% \\
\hline \$ & 4,063 & \$ & 6,000 & \$ & 6,000 & \$ & 4,327 & \$ & 6,000 & 0.00\% \\
\hline \$ & 1,065 & \$ & 1,200 & \$ & 1,200 & \$ & 370 & \$ & 1,200 & 0.00\% \\
\hline \$ & 15,749 & \$ & 11,000 & \$ & 11,000 & \$ & 4,578 & \$ & 11,000 & 0.00\% \\
\hline \$ & 258,987 & \$ & 240,000 & \$ & 240,000 & \$ & 126,298 & \$ & 265,000 & 10.42\% \\
\hline \$ & 153,290 & \$ & 145,000 & \$ & 145,000 & \$ & 83,744 & \$ & 160,000 & 10.34\% \\
\hline
\end{tabular}
ACCOUNTS FOR:
General Fund
\begin{tabular}{|c|c|c|}
\hline \multicolumn{3}{|l|}{53710 VEHICLE FUEL} \\
\hline 1551500 & 53710 & VEHICLE FUEL \\
\hline \multicolumn{3}{|l|}{Diesel fuel price have increased} \\
\hline \multicolumn{3}{|l|}{53720 TIRES} \\
\hline 1551500 & 53720 & TIRES \\
\hline \multicolumn{3}{|l|}{53800 UNIFORMS} \\
\hline 1551500 & 53800 & UNIFORMS \\
\hline \multicolumn{3}{|l|}{54200 DUES \& MEMBERSHIPS} \\
\hline 1551500 & 54200 & DUES \& MEM \\
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\end{tabular}
54200 DUES \& MEMBERSHIPS
155150054200 DUES \& MEMBERSHIPS
55130 CELL PHONES
155150055130
CELL PHONES
55400 REPAIRS \& MAINT-GENERAL
 5501 TIPPING FEE EMR TIPPING FEE EMR TIPPING FEE CROM

55520 HAZARD WASTE SVCS

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\] \\
\hline \$ & 2,159 & \$ & 3,500 & \$ & 3,500 & \$ & 589 & \$ & 186 & -94.69\% \\
\hline \$ & 542 & \$ & 535 & \$ & 535 & \$ & 255 & \$ & 561 & 4.86\% \\
\hline \$ & 5,884 & \$ & 5,733 & \$ & 5,733 & \$ & 2,831 & \$ & 5,147 & -10.22\% \\
\hline \$ & 24,160 & \$ & 22,271 & \$ & 22,271 & \$ & 10,830 & \$ & 24,356 & 9.36\% \\
\hline \$ & 3,646 & \$ & 3,264 & \$ & 3,264 & \$ & 2,308 & \$ & 3,160 & -3.19\% \\
\hline \$ & 853 & \$ & 764 & \$ & 764 & \$ & 540 & \$ & 740 & -3.14\% \\
\hline \$ & 8,123 & \$ & 9,000 & \$ & 9,000 & \$ & 2,418 & \$ & 11,000 & 22.22\% \\
\hline \$ & 4,398 & \$ & 4,000 & \$ & 4,000 & \$ & 2,221 & \$ & 5,300 & 32.50\% \\
\hline
\end{tabular}

52300 FICA

52310 MEDICARE \(1552000 \quad 53400\) HEATING FUEL
53400 HEATING FUEL
Heating fuel prices are higher this year vs last year
\[
53710 \text { VEHICLE FUEL }
\] lears Gasoline prices are much higher than past years
53800 UNIFORMS
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline ACCOUNTS General Fu & & & \multicolumn{2}{|l|}{\[
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DEPT REQ
\end{tabular}} & PCT CHANGE \\
\hline 1552000 & 53800 & UNIFORMS & \$ & 502 & \$ & - & \$ & - & \$ & - & \$ & - & 0.00\% \\
\hline \multicolumn{3}{|l|}{55010 ELECTRICITY} & & & & & & & & & & & \\
\hline 1552000 & 55010 & ELECTRICITY & \$ & 9,641 & \$ & 12,000 & \$ & 12,000 & \$ & 1,631 & \$ & 13,000 & 8.33\% \\
\hline \multicolumn{3}{|l|}{Rates going up in 2023} & & & & & & & & & & & \\
\hline \multicolumn{3}{|l|}{55110 WATER} & & & & & & & & & & & \\
\hline 1552000 & 55110 & WATER & \$ & 1,082 & \$ & 986 & \$ & 986 & \$ & 493 & \$ & 1,100 & 11.56\% \\
\hline \multicolumn{2}{|l|}{S} & & & & & & & & & & & & \\
\hline \multicolumn{3}{|l|}{55120 TELEPHONE} & & & & & & & & & & & \\
\hline 1552000 & 55120 & TELEPHONE & \$ & 1,045 & \$ & - & \$ & - & \$ & - & \$ & - & 0.00\% \\
\hline \multicolumn{3}{|l|}{55200 BLDG REPAIR \& MAINT} & & & & & & & & & & & \\
\hline 1552000 & 55200 & BLDG REPAIR \& MAINT & \$ & 16,809 & \$ & 12,000 & \$ & 12,000 & \$ & 5,696 & \$ & 14,000 & 16.67\% \\
\hline \multicolumn{5}{|l|}{Heat pumps are getting older and needing repairs more often.} & & & & & & & & & \\
\hline \multicolumn{3}{|l|}{55222 LANDSCAPING SVCS} & & & & & & & & & & & \\
\hline 1552000 & 55222 & LANDSCAPING SVCS & \$ & 11,704 & \$ & 11,000 & \$ & 11,000 & \$ & 12,956 & \$ & 16,000 & 45.45\% \\
\hline \multicolumn{3}{|l|}{Main Street NEH will need landscaping services.} & & & & & & & & & & & \\
\hline \multicolumn{3}{|l|}{55400 REPAIRS \& MAINT-GENERAL} & & & & & & & & & & & \\
\hline 1552000 & 55400 & GEN REPAIRS \& MAINT & \$ & 27,312 & \$ & 19,000 & \$ & 19,000 & \$ & 10,568 & \$ & 20,000 & 5.26\% \\
\hline \multicolumn{3}{|l|}{56010 LIABILITY INSURANCE} & & & & & & & & & & & \\
\hline 1552000 & 56010 & LIABILITY INSURANCE & \$ & 11,011 & \$ & 11,845 & \$ & 11,845 & \$ & 6,311 & \$ & 12,000 & 1.31\% \\
\hline 56030 & HICLE INS & & & & & & & & & & & & \\
\hline 1552000 & 56030 & VEHICLE INSURANCE & \$ & 26,771 & \$ & 27,117 & \$ & 27,117 & \$ & 16,893 & \$ & 28,000 & 3.26\% \\
\hline
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\hline \multicolumn{3}{|l|}{\begin{tabular}{l}
ACCOUNTS FOR: \\
General Fund
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\] \\
\hline \multicolumn{14}{|l|}{56050 OTHER INSURANCE} \\
\hline 1552000 & 56050 & OTHER INSURANCE & \$ & 6,585 & \$ & 6,675 & \$ & 6,675 & \$ & 3,628 & \$ & 7,000 & 4.87\% \\
\hline \multicolumn{14}{|l|}{56060 PROPERTY INSURANCE} \\
\hline 1552000 & 56060 & PROPERTY INSURANCE & \$ & 28,276 & \$ & 28,650 & \$ & 28,650 & \$ & 15,578 & \$ & 30,000 & 4.71\% \\
\hline \multicolumn{14}{|l|}{57500 OTHER EQUIPMENT} \\
\hline 1552000 & 57500 & OTHER EQUIPMENT & \$ & 500 & \$ & - & \$ & - & \$ & - & \$ & - & 0.00\% \\
\hline TOTAL & Buildings \& & & \$ & 254,949 & \$ & 237,971 & \$ & 237,971 & \$ & 134,812 & \$ & 254,510 & 6.95\% \\
\hline \multicolumn{14}{|l|}{525 Parks \& Cemeteries} \\
\hline \multicolumn{14}{|l|}{51440 PART TIME} \\
\hline 1552500 & 51440 & PART TIME & \$ & 7,734 & \$ & 13,000 & \$ & 13,000 & \$ & - & \$ & 13,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{51500 OVERTIME} \\
\hline 1552500 & 51500 & overtime & \$ & 587 & \$ & - & \$ & - & \$ & - & \$ & - & 0.00\% \\
\hline \multicolumn{14}{|l|}{52020 WORKERS COMP} \\
\hline 1552500 & 52020 & WORKERS COMP & \$ & 151 & \$ & 175 & \$ & 175 & \$ & 41 & \$ & 200 & 14.29\% \\
\hline \multicolumn{14}{|l|}{52300 FICA} \\
\hline 1552500 & 52300 & FICA & \$ & 516 & \$ & 806 & \$ & 806 & \$ & - & \$ & 806 & 0.00\% \\
\hline \multicolumn{14}{|l|}{52310 MEDICARE} \\
\hline 1552500 & 52310 & MEDICARE & \$ & 121 & \$ & 190 & \$ & 190 & \$ & - & \$ & 190 & 0.00\% \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \begin{tabular}{l}
ACCOUNTS \\
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\begin{gathered}
2023 \\
\text { ORIG BUD } \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|l|}{\begin{tabular}{l}
2023 \\
REVISED BUD
\end{tabular}} & \multicolumn{2}{|l|}{\[
\begin{gathered}
\hline 2023 \\
\text { ACTUAL } \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|l|}{\[
\begin{gathered}
2024 \\
\text { DEPT REQ }
\end{gathered}
\]} & \[
\begin{gathered}
\text { PCT } \\
\text { CHANGE }
\end{gathered}
\] \\
\hline \multicolumn{14}{|l|}{53800 UNIFORMS} \\
\hline 1552500 & 53800 & UNIFORMS & \$ & 1,817 & \$ & 2,200 & \$ & 2,200 & \$ & 452 & \$ & 2,200 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55010 ELECTRICITY} \\
\hline 1552500 & 55010 & ELECTRICITY & \$ & 581 & \$ & 1,500 & \$ & 1,500 & \$ & 249 & \$ & 1,500 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55110 WATER} \\
\hline 1552500 & 55110 & WATER & \$ & 3,466 & \$ & 4,556 & \$ & 4,556 & \$ & 3,466 & \$ & 4,556 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55222 LANDSCAPING SVCS} \\
\hline 1552500 & 55222 & LANDSCAPING SVCS & \$ & 8,344 & \$ & 14,000 & \$ & 14,000 & \$ & 3,959 & \$ & 14,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{Main Street NEH will need landscaping services} \\
\hline \multicolumn{14}{|l|}{55223 CEMETERY SVCS} \\
\hline 1552500 & 55223 & CEMETERY SVCS & \$ & 599 & \$ & 1,000 & \$ & 1,000 & \$ & 673 & \$ & 1,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55224 MEMORIAL SVCS} \\
\hline 1552500 & 55224 & MEMORIAL SVCS & \$ & 120 & \$ & 250 & \$ & 250 & \$ & - & \$ & 250 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55314 PORTA POTTY SVCS} \\
\hline 1552500 & 55314 & PORTA POTTY SVCS & \$ & 10,520 & \$ & 13,700 & \$ & 13,700 & \$ & 9,457 & \$ & 14,000 & 2.19\% \\
\hline \multicolumn{14}{|l|}{55400 REPAIRS \& MAINT-GENERAL} \\
\hline 1552500 & 55400 & GEN REPAIRS \& MAINT & \$ & 8,242 & \$ & 8,500 & \$ & 8,500 & \$ & 5,109 & \$ & 8,500 & 0.00\% \\
\hline TOTAL & ks \& Cem & & \$ & 42,796 & \$ & 59,877 & \$ & 59,877 & \$ & 23,406 & \$ & 60,202 & 0.54\% \\
\hline
\end{tabular}



12/22/2022 13:01 |Town of Mount Desert
6905dlun |NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS
PROJECTION: 2024 2023-2024 Budget Projection
ACCOUNTS FOR:
Marina
\begin{tabular}{cccccc|}
\hline 2022 & 2023 & 2023 & 2023 & 2024 & PCT \\
ACTUAL & ORIG BUD & REVISED BUD & ACTUAL & DEPT REQ & CHANGE \\
\hline
\end{tabular}

101 Northeast Harbor Marina

51100 DEPT HEAD
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline 6010100 & 51100 & HARBOR MASTER & \$ & 75,150 & \$ & 77,155 & \$ & & \$ & & \$ & & 11.33\% \\
\hline
\end{tabular}

51120 SUPERVISOR
601010051120

51130 NON-SUPERVISOR 601010051130 \(\begin{array}{lllllllllll}\text { OFFICE MANAGER } & \$ & 50,511 & \$ & 50,086 & \$ & 50,086 & \$ & 24,556 & \$ & 59,487\end{array}\)

51440 PART TIME
601010051440

51500 OVERTIME
601010051500
OVERTIME
\(\begin{array}{llllllllll}\$ & 7,119 & \$ & 4,000 & \$ & 4,000 & \$ & 5,023 & \$ & 7,000\end{array}\)

52020 WORKERS COMP

52030 ICMA 401
601010052030

52120 MPERS
\(6010100 \quad 52120\)

MPERS
\(\begin{array}{llllllllll}\$ & 20,523 & \$ & 19,037 & \$ & 19,037 & \$ & 10,278 & \$ & 17,444\end{array} \quad-8.37 \%\)

52200 HEALTH INSURANCE
60101005220

52300 FICA
\(601010052300 \quad\) FICA

52310 MEDICARE
\(6010100 \quad 52310\)

53000 OFFICE SUPPLIES
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline 6010100 & 53000 & OFFICE SUPPLIES & \$ & 2,627 & \$ & 3,000 & \$ & 3,000 & \$ & 1,308 & \$ & 3,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{53140 POSTAGE} \\
\hline 6010100 & 53140 & POSTAGE & \$ & 332 & \$ & 750 & \$ & 750 & \$ & 119 & \$ & 600 & -20.00\% \\
\hline \multicolumn{14}{|l|}{53220 CLEANING SUPPLIES} \\
\hline 6010100 & 53220 & CLEANING SUPPLIES & \$ & 2,491 & \$ & 3,000 & \$ & 3,000 & \$ & 374 & \$ & 3,000 & 0.00\% \\
\hline
\end{tabular}

ACCOUNTS FOR:
Marina
\begin{tabular}{cccccc|}
\hline 2022 & 2023 & 2023 & 2023 & 2024 & PCT \\
ACTUAL & ORIG BUD & REVISED BUD & ACTUAL & DEPT REQ & CHANGE \\
\hline
\end{tabular}

\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{3}{|l|}{\begin{tabular}{l}
ACCOUNTS FOR: \\
Marina
\end{tabular}} & \multicolumn{2}{|r|}{\[
\begin{gathered}
2022 \\
\text { ACTUAL }
\end{gathered}
\]} & \multicolumn{2}{|l|}{\[
\begin{gathered}
2023 \\
\text { ORIG BUD }
\end{gathered}
\]} & \multicolumn{2}{|l|}{2023
REVISED BUD} & \multicolumn{2}{|r|}{\begin{tabular}{l}
\[
2023
\] \\
ACTUAL
\end{tabular}} & \multicolumn{2}{|r|}{\[
\begin{gathered}
2024 \\
\text { DEPT REQ }
\end{gathered}
\]} & \multirow[t]{2}{*}{\begin{tabular}{r}
\begin{tabular}{c} 
PCT \\
CHANGE
\end{tabular} \\
\hline \(6.67 \%\)
\end{tabular}} \\
\hline 6010100 & 55150 & CABLE/INTERNET & \$ & 4,495 & \$ & 3,750 & \$ & 3,750 & \$ & 1,705 & \$ & 4,000 & \\
\hline \multicolumn{14}{|l|}{55200 BLDG REPAIR \& MAINT} \\
\hline 6010100 & 55200 & BLDG REPAIR \& MAINT & \$ & 5,620 & \$ & 6,000 & \$ & 6,000 & \$ & 1,271 & \$ & 6,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55222 LANDSCAPING SVCS} \\
\hline 6010100 & 55222 & LANDSCAPING SVCS & \$ & 12,820 & \$ & 6,500 & \$ & 6,500 & \$ & 3,323 & \$ & 7,000 & 7.69\% \\
\hline \multicolumn{14}{|l|}{55225 BOAT REPAIRS-KW} \\
\hline 6010100 & 55225 & BOAT REPAIRS-KW & \$ & 1,554 & \$ & 1,800 & \$ & 1,800 & \$ & 969 & \$ & 1,800 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55226 BOAT REPAIRS-LAUNCH} \\
\hline 6010100 & 55226 & BOAT REPAIRS-LAUNCH & \$ & 3,103 & \$ & 2,200 & \$ & 15,755 & \$ & 888 & \$ & 2,200 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55227 BOAT REPAIRS-WKBOAT} \\
\hline 6010100 & 55227 & BOAT REPAIRS-WKBOAT & \$ & 779 & \$ & 1,500 & \$ & 1,500 & \$ & 1,828 & \$ & 1,500 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55228 BOAT REPAIRS-MOOR RNTL} \\
\hline 6010100 & 55228 & BOAT REPAIRS-MOOR RNTL & \$ & 614 & \$ & 900 & \$ & 900 & \$ & 643 & \$ & 900 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55330 SOFTWARE LICENSE FEE} \\
\hline 6010100 & 55330 & SOFTWARE RENEW/LIC FEES & \$ & 600 & \$ & 600 & \$ & 600 & \$ & - & \$ & 600 & 0.00\% \\
\hline
\end{tabular}

55340 LEASE-SUBMERGED LAND


55342 LEASE-MOORINGS
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline 6010100 & 55342 & RENTAL MOORINGS & \$ & 37,321 & \$ & 36,000 & \$ & 36,000 & \$ & 35,606 & \$ & 36,000 & 00\% \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{14}{|l|}{55400 REPAIRS \& MAINT-GENERAL} \\
\hline 6010100 & 55400 & GEN REPAIR \& MAINT & \$ & 9,170 & \$ & 14,000 & \$ & 14,000 & \$ & 3,503 & \$ & 14,000 & 0.00\% \\
\hline \multicolumn{14}{|l|}{55450 MOORING INSPECTION} \\
\hline 6010100 & 55450 & MOORING INSPECTION & \$ & - & \$ & 500 & \$ & 500 & \$ & - & \$ & 200 & -60.00\% \\
\hline \multicolumn{14}{|l|}{56010 LIABILITY INSURANCE} \\
\hline 6010100 & 56010 & LIABILITY INSURANCE & \$ & 12,639 & \$ & 11,500 & \$ & 11,500 & \$ & 11,934 & \$ & 13,000 & 13.04\% \\
\hline
\end{tabular}

56030 VEHICLE INSURANCE
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline 6010100 & 56030 & VEHICLE INSURANCE & \$ & - & \$ & - & \$ & - & \$ & - & \$ & 11,500 & 0.00\% \\
\hline \multicolumn{14}{|l|}{56100 TRAVEL} \\
\hline 6010100 & 56100 & TRAVEL & \$ & 390 & \$ & 750 & \$ & 750 & \$ & 65 & \$ & 750 & 0.00\% \\
\hline \multicolumn{14}{|l|}{56205 PUBLIC NOTICE} \\
\hline 6010100 & 56205 & PUBLIC NOTICE & \$ & 178 & \$ & 750 & \$ & 750 & \$ & 129 & \$ & 750 & 0.00\% \\
\hline
\end{tabular}

\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{14}{|l|}{103 Bartlett Marina} \\
\hline 55010 & CTRICITY & & & & & & & & & & & & \\
\hline 6010300 & 55010 & ELECTRICITY & \$ & 422 & \$ & 600 & \$ & 600 & \$ & 179 & \$ & 600 & 0.00\% \\
\hline
\end{tabular}

ACCOUNTS FOR:
Marina
\begin{tabular}{cccccc|}
\hline 2022 & 2023 & 2023 & 2023 & 2024 & PCT \\
ACTUAL & ORIG BUD & REVISED BUD & ACTUAL & DEPT REQ & CHANGE \\
\hline
\end{tabular}

\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{14}{|l|}{991 Operating Transfers} \\
\hline 6999191 & 59921 & CIP-NEH TRUCK RESV & \$ & 3,000 & \$ & 3,655 & \$ & 3,655 & \$ & 3,655 & \$ & 4,534 & 24.05\% \\
\hline \multicolumn{14}{|l|}{59931 CIP-NEH MRG FLT RESV} \\
\hline 6999191 & 59931 & CIP-NEH MRG FLT RESV & \$ & 29,750 & \$ & - & \$ & - & \$ & - & \$ & 14,882 & 0.00\% \\
\hline \multicolumn{14}{|l|}{59932 CIP-SH MRG/FLOAT SVCS} \\
\hline 6999191 & 59932 & CIP-SH MRG/FLOAT SVCS & \$ & 10,000 & \$ & - & \$ & - & \$ & - & \$ & 0 & 0.00\% \\
\hline \multicolumn{14}{|l|}{59933 CIP-BI MRG FLT RESV} \\
\hline 6999191 & 59933 & CIP-BI MRG FLT RESV & \$ & 4,000 & \$ & - & \$ & - & \$ & - & \$ & - & 0.00\% \\
\hline
\end{tabular}

59961 CIP-NEH CAPITAL RESV
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline 6999191 & 59961 & CIP-NEH CAP RESV & \$ & 13,833 & \$ & 18,055 & \$ & 18,055 & \$ & 18,055 & \$ & 27,462 & 52.10\% \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline 59963 & BI CAPI & & & & & & & & & & & & \\
\hline 6999191 & 59963 & CIP-BI CAP RESV & \$ & 7,000 & \$ & 7,000 & \$ & 7,000 & \$ & 7,000 & \$ & 4,874 & -30.37\% \\
\hline \multicolumn{14}{|l|}{59977 CIP-NEH EQUIP RESV} \\
\hline 6999191 & 59977 & CIP-NEH EQUIP RESV & \$ & 2,000 & \$ & 4,039 & \$ & 4,039 & \$ & 4,039 & \$ & 1,987 & -50.80\% \\
\hline
\end{tabular}




\section*{TREASURER'S}

\section*{WARRANTS}
Description
Date Amount
A. Warrants to be Approved and Signed:
Town Invoices
AP\#2346 01/18/23 ..... 694,597.34
\$ 694,597.34
B. Authorized Warrants to be Signed: (Wendy needs to abstain)(Prior Electronic or Manual Authorization )Town State Fees \& P/R Benefits
\begin{tabular}{lllr} 
AP\#2344 & \(01 / 06 / 23\) & \(\$\) & \(45,263.76\) \\
AP\#2345 & \(01 / 11 / 23\) & \(\$\) & \(8,991.28\)
\end{tabular}

\section*{Town Payroll}
PR\#2315 01/06/23 \$ 135,283.36
\$ 189,538.40
C. Warrants to be Acknowledged:
School Invoices
AP\#7 1/4/23 \$ 73,640.86
School Payroll
PR\#14 01/06/23 \$ 84,680.95
Town Voids
V2307 01/11/23 \$ (11,074.70)
\$ 147,247.11
TOTAL WARRANTS FOR BOS MEETING
\$ 1,031,382.85
CHECK 2549 TOTAL:
\[
\text { AP } 2346
\]
00.009
00.092
500.00
500.00
500.00
500.00
500.00
-
-
-
-
-
-
-
127.70
0
0
\(\stackrel{0}{\circ}\)
6
6
6
65.60
176.71
279.65
9L.TOS



\[
\begin{aligned}
& \text { Paramedic Intercept } \\
& 404 \text { CONTRACTED EMS SERVICES }
\end{aligned}
\]
127.70
127.70
250.00
4
YS AT LAW
18.00
\(2,177.36\)
751.52
751.52
292.50
640.00




\section*{INVOICE}
\(18.00 \quad 1550100 \quad 55400\)
008L6Z9「
OZZES OOTOLO9 ZS•TSL
181 EATON PEABODY ATTORNEYS AT LAW 613698
\(969 \varepsilon\) t9
عとGซG 006
L69عT9
150 DENNIS PAPER \＆FOODSERVICE
OOSEG OLLOZZT OO．OD
LOSGS OOSTSSI 6Z•OE6＇LT
ELGSD
\begin{tabular}{|c|c|c|c|}
\hline OZOZS & 0080もぁT & 8ヵ・とてを & \\
\hline 0Z0てG & 0とを0もぁT &  & \\
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\hline 0Z0てG & TGS0てZT & もG•0もて & \\
\hline 0Z0ZG & 0GG0てZT & もら・0もて & \\
\hline 0Z0てG & 00G0ててT & もら・0もて & \\
\hline 0Z0ZS & Tとを0ててT & もG•0もて & \\
\hline 0Z0てG & 0てて0ててT & ぁら・0もて & \\
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\hline 0ZOZG & T000てZT & \(6 \varepsilon \cdot 9 \varepsilon\) ¢ & \\
\hline もてし & & NOILVIDOSS & しても \\
\hline
\end{tabular}

2554 01／18／2023 EFT
Invoice： 613698
Invoice： 613696
Invoice： 613697
2555 01／18／2023 EFT
Invoice： 45674
2556 01／18／2023 EFT
Invoice： 57724
175 EMR INC
Town of Mount Desert
A／P \(/ \mathrm{PASH}\)
DISBURSEMENTS
10100
TYPE VENDOR NAME Ckg－BH General Fund 8066
CASH ACCOUNT ： 100
CHECK NO CHK DATE
01／12／2023 13：41
69051you

\[
\begin{aligned}
& \text { GEN REPALRS \& MAINT } \\
& \text { 01/04/2023 } \\
& \text { PEST CONTROL BJ }
\end{aligned}
\]
CHECK
\[
\text { AP } 2346
\]
\[
\begin{array}{cc}
12 / 11 / 2022 & \text { AP2346 } \\
\text { Village Planning Workshops September }
\end{array}
\]
AP2346
773.60
81.00 81.00 108.00 189.00 3，526．20 \begin{tabular}{l}
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\hline 0 \\
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\(\infty\) \\
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\end{tabular}
 1，102． 60 \(\circ\)
\(\stackrel{\rightharpoonup}{6}\)
\(\stackrel{1}{2}\)
\(\vdots\)
\(\vdots\)
:TVIOL LSSZ

\[
\begin{aligned}
& \text { Planning Consultant-LUZO } \\
& \text { PLANNING CONSULTANT }
\end{aligned}
\]
AP2346
\(\begin{array}{cc}\text { 01／06／2023 } & \text { AP2346 } \\ \text { Village Planning Workshop October }\end{array}\)

INVOICE
\(\begin{array}{rrr}11,575.61 & 1550100 & 52020 \\ 3,257.20 & 1550552 & 52020 \\ 2,820.91 & 1551500 & 52020 \\ 28.20 & 1552000 & 52020 \\ 43.13 & 1552500 & 52020 \\ 8,885.75 & 1990100 & 59200 \\ 4,215.16 & 6010100 & 52020\end{array}\)
MAINE MUNICIPAL ASSOCIATION 38467
\[
\begin{gathered}
12 / 11 / 2022 \\
\text { Planning Consultant-LUZO }
\end{gathered} \quad \text { AP2346 }
\]
\[
\begin{array}{rr}
\text { 01/06/2023 AP2346 } \\
\text { Village Planning Meeting November }
\end{array}
\]
\[
\begin{aligned}
& \text { Village Planning Meeting November } \\
& \text { PLANNING CONSULTANT }
\end{aligned}
\]

Village Planning Meeting December
PLANNING CONSULTANT

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\[
\begin{array}{r}
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\text { כTT }
\end{array}
\]
\(6,946.70122077054900 \quad\) PLANNING CONSULTANT
MODERN PEST SERVICES，
MODERN PEST
MODERN PEST

1687 NOEL MUSSON

2557 01／18／2023 EFT
Invoice： 5660245
Invoice： 5659223
2558 01／18／2023 EFT
Invoice： 659
NOEL MUSSON
NOEL MUSSON
NOEL MUSSON
NOEL MUSSON

Invoice： 38467
CASH ACCOUNT： 100
CASH ACCOUNT： 100
CHECK NO CHK DATE
10100
TYPE VENDOR
res TYPE VENDOR NAME
Check No ChK date
\[
108.001552000 \quad 55200
\]
\[
108.00 \quad 1552000 \quad 55200
\]
\[
\& \text { MAINT }
\]
\[
\begin{aligned}
& \text { sぁz099s }
\end{aligned}
\]

\section*{01／12／2023 \(13: 41\)
69051you}
\(=\)


80.00
\(2,700.00\)
\(3,000.00\)
\(5,700.00\)
254.57
226.35
377.60
377.60 858.52
39.53
178.53
946.18
\(1,164.24\)
104.74
\[
\begin{aligned}
& 12 / 31 / 2022 \\
& \text { Propane } \mathrm{BJ}
\end{aligned}
\]
\[
\text { CHECK } 59725 \text { TOTAL: }
\]
\[
\begin{aligned}
& \text { epair Zone Valve/Contro } \\
& \text { BLDG REPAIR \& MAINT }
\end{aligned}
\]
\[
59725 \text { TOTAL: }
\]
\[
\text { AP } 2346
\]
\[
\begin{array}{r}
\text { S3 SV } \\
\text { AP2 } \\
\text { Board }
\end{array}
\]
\[
\begin{aligned}
& \text { ol Board OC PS } \\
& 318326 \text { TOTAL: }
\end{aligned}
\]
104.74
\(1,837.96\)
\(1,131.42\)
AP2346
318327 TOTAL：

\section*{AP 2346}
：THLOL 8てع8IE
AP2346
\begin{tabular}{rc}
\(12 / 31 / 2022\) & AP2346 \\
ZERO SORT BJ & \\
PROCESSING SVCS & \\
CHECK & 318329 TOTAL：
\end{tabular}
318329 TOTAL：
\(\begin{array}{rccc} & \text { AM－22353166 MGMT } & & 12 / 19 / 2022 \\ 175.00 & 1220800 & 54600 & \text { Annual fee random drug／BAT testing BJ }\end{array}\)

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\[
\begin{aligned}
& 9 \text { ஏとて } \downarrow
\end{aligned}
\]

\begin{tabular}{llll} 
INV DATE PO WARRANT & NET \\
INVOICE DTL DESC & & \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline \multicolumn{2}{|l|}{10.06155200055400} & \multicolumn{2}{|l|}{Brown Mulch 2 CU-EM GEN REPAIRS \& MAINT} \\
\hline F T BROWN CO & C82627 & 12/07/2022 AP2346 & 7.14 \\
\hline & 7.14155200055400 & Glue Epoxy, Ornament Hooks-EM GEN REPAIRS \& MAINT & \\
\hline \multirow[t]{2}{*}{F T BROWN Co} & C82654 & \multirow[t]{2}{*}{\begin{tabular}{ll} 
& 12/08/2022 \\
Strainr \\
GEN
\end{tabular}} & \multirow[t]{2}{*}{26.09} \\
\hline & 26.09155200055400 & & \\
\hline F T BROWN CO & C82751 & \multirow[t]{2}{*}{} & \multirow[t]{2}{*}{2.50} \\
\hline & 2.50155055253900 & & \\
\hline F T BROWN CO & C82772 & \multirow[t]{2}{*}{\(12 / 13 / 2022\)
Flags 4x6 and 5x8 US-EM
GEN REPAIRS \& MAINT} & \multirow[t]{2}{*}{352.74} \\
\hline & 352.74155200055400 & & \\
\hline F T BROWN CO & C82846 & \multirow[t]{2}{*}{} & \multirow[t]{2}{*}{35.58} \\
\hline & 35.58155055253900 & & \\
\hline F T BROWN CO & C83002 & \multirow[t]{2}{*}{\[
\begin{gathered}
12 / 20 / 2022 \\
\text { Snap Bolt, Key Caps Asst } \\
\text { GEN REPAIRS \& MAINT }
\end{gathered}
\]} & \multirow[t]{2}{*}{8.36} \\
\hline & 8.36155200055400 & & \\
\hline F T BROWN CO & C82860 & \multirow[t]{2}{*}{12/15/2022
Battery Alkaline 12V-EM AP2346
OTHER EQUIPMENT} & \multirow[t]{2}{*}{8.98} \\
\hline & 8.98155055253900 & & \\
\hline F T BROWN CO & C83099 & \multirow[t]{2}{*}{12/22/2022 Screws,
Nuts, \begin{tabular}{c} 
AP2346 \\
OTHER EQUIPMENT
\end{tabular}} & \multirow[t]{2}{*}{2.27} \\
\hline & 2.27155055253900 & & \\
\hline F T BROWN CO & C83264 & Hex \(\frac{12 / 28 / 2022 ~}{\text { chem }}\) AP2346 & \multirow[t]{2}{*}{5.84} \\
\hline & 5.84155055253900 & Hex Busher EQUIPMENT & \\
\hline & & CHECK 318335 TOTAL: & 809.87 \\
\hline
\end{tabular}

\begin{tabular}{|lr} 
Preshdsb \\
apcsh
\end{tabular}
WARRANT NET
INV DATE PO WARRANT
INVOICE DTL DESC
\[
\text { CHECK } 318337 \text { TOTAL: }
\]
\(\begin{array}{ccc}m & - & \dot{\infty} \\ \infty & \infty & \infty \\ \dot{\sim} & \stackrel{\sim}{n} & \stackrel{\rightharpoonup}{n} \\ & & \end{array}\)
120.88
120.88
353.97
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\(\stackrel{7}{6}\)
\(\infty\)
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\end{tabular}
\(\begin{array}{cr}01 / 03 / 2023 & \text { AP2346 } \\ \text { Telephone Otter Creek pump Station } \\ \text { TELEPHONE－USAGE }\end{array}\)

AP 2346
：THLOL てもع8Iを צフЯНつ
Background check
AP 2346
318343 TOTAL：
01／10／2023 AP2346
SOP Policy Development Services
Other Contracted Server
：АНつ
てZOZ／
BOOTS BJ
UNIFORMS
－


STORE
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53800
800－とて0て
OZLZG OTIOZZT 00•00ع
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INVOICE
Town of Mount Desert
A／P CASH DISBURSEMENTS JOURNAL
10100
TYPE VENDOR NAME Ckg－BH General Fund 8066
01／12／2023 13：41
69051you

\begin{tabular}{|c|c|c|c|}
\hline \multicolumn{4}{|l|}{\multirow[t]{4}{*}{}} \\
\hline & & & \\
\hline \multicolumn{3}{|c|}{\multirow[t]{3}{*}{}} & \\
\hline & & & \\
\hline & & & \\
\hline & & & \\
\hline & & & \\
\hline
\end{tabular}


251.52
251.52 251.52
480.43

\(2,957.15\)
605.00
605.00
13.58

 AP 2346

AP 2346

COUPLING BJ
GEN REPAIRS \& MAINT

01/12/2023 \(13: 41\)
6905lyou
CASH ACCOUNT: 100
CHECK NO CHK DATE
TYPE 10100

\section*{Town of Mount Desert
A/P CASH DISBURSEMENTS}

318352 01/18/2023 PRTD
Invoice: 12222022
318351 01/18/2023 PRTD
Pnoice: 12222022
INVOICE
8066 TYPE VENDOR NAME


：TVLOL 6Sع8IE Y्रวษНつ
01／03／2023 AP2346
Charts for Chart Recorders－EM
LAB EQUIP
：THLOL 09ع8TE Y्रРヨНР
AP 2346

12／21／2022
IFP Wellness
OUTSIDE LAB／MED AP2346
：THLOL Z9ع8Tع प्रЭ＇ННつ AP2346 \(97 \varepsilon 乙 d \forall\)
：TVLOL ع9ع8Tع צ्रคधНつ 12／23／2022
AP2346 CARPET BJ
OODGG OOLOGST OG•ZOG

WARRANT NET
INV DATE PO WARRANT
INVOICE DTL DESC
\(\begin{array}{rc}\text { CHECK } & 318364 \text { TOTAL：} \\ 12 / 20 / 2022 & \text { AP2346 } \\ \text { tree outlet repair } & \\ \text { GEN REPAIR \＆MAINT } & \end{array}\)
318365 TOTAL： 1／01／2023
Jan－23 Assessment 01／01／2023 AP2346
nuary 2023 MDI HS Assessment
MD HIGH SCHOOL

AP 2346
 AP 2346

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너겈․
AP2346 9ヵをてd甘
hydrant fees
PUB FIRE PROTECT－HYDRANT FEE 9 もとてdV
\(T\) FEE
AP234
AP2346
AP 2346

502.50
83.00
83.00

288，936． 66
\(288,936.66\)
D8•68T
189.84
246.50
167.50
\(34,187.50\)
\(34,187.50\)
00 s9でT
105.00
114.50

\begin{tabular}{|c|c|c|c|}
\hline \multicolumn{4}{|l|}{\multirow[t]{4}{*}{}} \\
\hline & & & \\
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\hline & & & \\
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\hline
\end{tabular}

\begin{tabular}{|lr} 
Pres & 18 \\
apcshdsb
\end{tabular}
WARRANT NET
2
INVOICE DTL DESC

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Labels-EM \({ }^{163.69}\)
80.94
244.63
60.00
60.00
11.97








TOWN OF MOUNT DESERT
accounts payable warrant
WARRANT AP\# 2346
CHECK DATE:
January 18, 2023
\begin{tabular}{lrl}
\(\mathbf{\$}\) & \(492,905.91\) & Check payments \\
\cline { 1 - 2 } & \(\mathbf{\$}\) & 104.74
\end{tabular} Electronic payments
\begin{tabular}{|c|c|c|c|}
\hline MBER: & 318326 & through & 318390 \\
\hline MBER: & 59725 & and & 59725 \\
\hline MBER: & 2548 & through & 2576 \\
\hline MBER: & n/a & and & n/a \\
\hline TOTAL & URSEMENTS: & 694,59 & \\
\hline \multicolumn{4}{|l|}{This is to certify that there is due and chargeable to the appropriati the sum set against each name and you are directed to pay unt named in this schedule.} \\
\hline
\end{tabular}
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.

\begin{tabular}{l} 
John B Macauley, Chairman \\
\hline Wendy H Littlefield, Vice Chairman
\end{tabular}

James F Mooers
TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline CHECK NUMBER: & 318321 & through & 318321 & \$ & 704.00 & Check payments \\
\hline CHECK NUMBER: & 59723 & and & 59724 & \$ & 44,559.76 & Electronic payments \\
\hline EFT NUMBER: & N/A & through & N/A & \$ & - & ACH Payments \\
\hline EFT or CK NUMBER: & N/A & and & N/A & \$ & - & Voided Checks \\
\hline \multicolumn{2}{|l|}{TOTAL DISBURSEMENTS:} & 45,2 & & & & \\
\hline \multicolumn{6}{|l|}{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.} & \\
\hline
\end{tabular}

\begin{tabular}{l}
\hline John B Macauley, Chairman \\
\\
\hline James F Mooers
\end{tabular}

\section*{WARRANT AP\# 2344}

> CHECK DATE: January 6, 2023
> -

Selectmen:
TOWN OF MOUNT DESERT

\section*{2315}
CHECK DATE: January 6, 2023
TOTAL DISBURSEMENTS: \(\$ 135, \mathbf{2 8 3 . 3 6}\)
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
\begin{tabular}{ll} 
John B Macauley, Chairman & \\
& \\
\hline James F Mooers & \\
\hline
\end{tabular}
\begin{tabular}{ll} 
From: & \multicolumn{1}{l}{ Rick Mooers } \\
To: & Lisa Young \\
Subject: & Re: Warrant AP\#2344 \& PR\#2315 Approval Request \\
Date: & Thursday, January 5, 2023 5:54:36 AM
\end{tabular}

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

\section*{Approved.}

On Jan 4, 2023, at 7:23 PM, Lisa Young < financeclerk@mtdesert.org> wrote:
Greetings,

Please note checks are dated for \(1 / 6 / 23\). Thank you for your attention to the importance of an approval.

Attached are the following warrants for approval:
\begin{tabular}{llll} 
Accounts Payable & \(\# 2344\) & total of & \(\$ 45,263.76\) \\
Payroll & \(\# 2315\) & total of & \(\$ 135,283.36\)
\end{tabular}

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)
<4- AP2344.pdf><11- PR2315.pdf>
TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT

\section*{WARRANT AP\# 2345 \\ CHECK DATE: January 11, 2023}
\[
\begin{aligned}
& \begin{array}{lll}
\mathbf{\$} & \mathbf{8 , 9 9 1 . 2 8} & \text { Check payments } \\
\cline { 1 - 2 } \mathbf{\$} & - & \text { Electronic payments } \\
\cline { 1 - 2 } \mathbf{\$} & - & \text { ACH Payments } \\
\cline { 1 - 2 } \mathbf{\$} & - & \text { Voided Checks }
\end{array} \\
& \begin{array}{c}
318325 \\
\hline \text { N/A } \\
\hline \text { N/A } \\
\hline \text { N/A } \\
\hline
\end{array} \\
& \begin{array}{l}
\text { through } \\
\text { and } \\
\text { through } \\
\text { and }
\end{array} \\
& \text { TOTAL DISBURSEMENTS: \$ 8,991.28 } \\
& \text { This is to certify that there is due and chargeable to the appropriations listed above } \\
& \text { the sum set against each name and you are directed to pay unto the parties } \\
& \text { named in this schedule. }
\end{aligned}
\]
\begin{tabular}{l} 
Martha T Dudman \\
\\
\hline Geoffrey V Wood, Secretary
\end{tabular}
\begin{tabular}{l}
\(\overline{\text { John B Macauley, Chairman }}\) \\
\\
\hline James F Mooers
\end{tabular}
```

From: Rick Mooers
To: Lisa Young
Subject: Re: Warrant AP\#2345 State Fees/Payroll Benefits
Date:
Tuesday, January 10, 2023 4:18:19 PM

```

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

\section*{Approved}

On Tue, Jan 10, 2023 at 2:17 PM Lisa Young <financeclerk@mtdesert.org> wrote:
Greetings,
Attached is Accounts Payable Warrant \#2345 (for Payroll and/or State Fees) in the amount of \(\$ 8,991.28\) 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!
Lisa Young,
Deputy Treasurer, Tax Collector
Town of Mount Desert
(207) 276-5531 (T) (207) 276-3232 (F)


\begin{tabular}{lllll} 
Batch \# Check\# & Check Date & Vendor Code & Vendor Name & \begin{tabular}{c} 
Check \\
Amount
\end{tabular} \\
& & & & \(7,480.68\) \\
10897 & 20608 & \(01 / 04 / 2023\) & 1084 & ACADIA FUEL, LLC \\
& 20609 & \(01 / 04 / 2023\) & 1113 & AERUS Hepa Fitfers \\
Amount
\end{tabular}

\begin{tabular}{llllrrrrr}
\hline Check \# & Check Date & Code & Name & Chk Grp & Gross Pay & Net Pay & Direct Deposit & Check Amt \\
& \(01 / 06 / 2023\) & IRS & INTERNAL REVENUE SERVIC & & \(10,675.78\) & \(10,675.78\) & 0.00 & 0.00 \\
& \(01 / 06 / 2023\) & STAT & TREASURER, STATE OF MAIN & & \(3,527.00\) & \(3,527.00\) & 0.00 & 0.00 \\
49339 & \(01 / 06 / 2023\) & 614 & SOPHIA ESTABROOKE & 1 & 100.00 & 92.35 & 0.00 & 92.35 \\
49340 & \(01 / 06 / 2023\) & 495 & ASHLEY GRAVES & 1 & 75.00 & 69.26 & 0.00 & 69.26 \\
49341 & \(01 / 06 / 2023\) & 615 & JACK B. HODGDON & 1 & 300.00 & 277.05 & 0.00 & 277.05 \\
49342 & \(01 / 06 / 2023\) & 498 & MEGAN C. HOWELL & 1 & 300.00 & 277.05 & 0.00 & 277.05 \\
49343 & \(01 / 06 / 2023\) & 149 & MARIAH D. BAKER & 1 & \(2,155.80\) & \(1,772.93\) & \(1,772.93\) & 0.00 \\
49344 & \(01 / 06 / 2023\) & 463 & RENE L. BECKER & 1 & \(1,754.40\) & \(1,335.75\) & \(1,335.75\) & 0.00 \\
49345 & \(01 / 06 / 2023\) & 266 & JULIANNA R. BENNOCH & 1 & \(2,894.46\) & \(2,149.51\) & \(2,149.51\) & 0.00 \\
49346 & \(01 / 06 / 2023\) & 491 & SANDRA G. BOYCE & 1 & \(2,266.23\) & \(1,399.78\) & \(1,399.78\) & 0.00 \\
49347 & \(01 / 06 / 2023\) & 314 & ANDREW J. CARLSON & 1 & \(1,857.07\) & \(1,371.54\) & \(1,371.54\) & 0.00 \\
49348 & \(01 / 06 / 2023\) & 18 & JANICE P. CARROLL & 1 & 728.98 & 401.30 & 401.30 & 0.00 \\
49349 & \(01 / 06 / 2023\) & 337 & AMBER G. CHARRON & 1 & \(2,293.61\) & \(1,734.80\) & \(1,734.80\) & 0.00 \\
49350 & \(01 / 06 / 2023\) & 91 & JUDITH CULLEN & 1 & \(2,292.96\) & \(1,687.71\) & \(1,687.71\) & 0.00 \\
49351 & \(01 / 06 / 2023\) & 613 & BROOKE L. DAMON & 1 & \(1,053.39\) & 706.77 & 706.77 & 0.00 \\
49352 & \(01 / 06 / 2023\) & 69 & EMILY N. DAMON & 1 & 66.65 & 61.55 & 61.55 & 0.00 \\
49353 & \(01 / 06 / 2023\) & 499 & BOBBIE JO DAY & 1 & \(1,671.20\) & \(1,260.55\) & \(1,260.55\) & 0.00 \\
49354 & \(01 / 06 / 2023\) & 308 & Gloria A. Delsandro & 1 & \(4,193.42\) & \(3,145.17\) & \(3,145.17\) & 0.00 \\
49355 & \(01 / 06 / 2023\) & 504 & CRISTINA DEVORA & 1 & 1 & \(1,736.73\) & \(1,235.53\) & \(1,235.53\)
\end{tabular}

\title{
Mount Desert School Department PAYROLL WARRANT REGISTER
}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|}
\hline Check \# & Check Date & Code & Name & Chk Grp & Gross Pay & Net Pay & Direct Deposit & Check Amt & Void \\
\hline \multirow[t]{2}{*}{49391} & \multirow[t]{2}{*}{01/06/2023} & \multirow[t]{2}{*}{459} & \multirow[t]{2}{*}{SHANNON L. WESTPHAL} & \multirow[t]{2}{*}{1} & 2,161.03 & 1,644.44 & 1,644.44 & 0.00 & \\
\hline & & & & & 112,223.12 & 84,680.95 & 69,762.46 & 715.71 & \\
\hline
\end{tabular}
\begin{tabular}{|llrr|}
\hline & \multicolumn{1}{c}{ Check Authorization Summary } & & \\
Type & Description & Count & Amount \\
Employee & Checks \\
& Voided Checks & 4 & 715.71 \\
& Direct Deposits (Fully Distributed) & 0 & 0.00 \\
& ACH Employee Credits & 49 & \(69,762.46\) \\
& ACH Employee Debits (Voids) & 49 & \(69,762.46\) \\
& & 0 & 0.00 \\
Deduction & Checks & 0 & 0.00 \\
& Voided Checks & 0 & 0.00 \\
& ACH Vendor Credits & 0 & 0.00 \\
& ACH VendorDebits (Voids) & 0 & 0.00 \\
& ACH Online Payments & 0 & 0.00 \\
Taxes & EFTPS Payment - Debit & 2 & \(14,202.78\) \\
\hline
\end{tabular}


FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER
TOWN OF MOUNT DESERT
\begin{tabular}{ll} 
& WARRANT V\# 2307 \\
CHECK DATE: \(\quad\) January 11, 2023 \\
\hline
\end{tabular}
\[
\begin{array}{lr}
\$ & (10,299.70) \\
\hline & \\
\hline \$ & \text { (775.00) } \\
& \text { ACH Payments payments } \\
\hline
\end{array}
\]


(11,074.70)
Voided dispursements to be acknowledged described above
INV DATE PO WARRANT
INVOICE DTL DESC
-775.00
-775.00
\(-3,349.73\)
\(-7,090.27\)
140.30
\(-10,299.70\)
\(-11,074.70\)
OL・もLO 「Tー
12／01／2022
\(\begin{array}{cc}\text { CHECK } & 2509 \text { TOTAL：} \\ \text { 07／19／2022 } \\ \text { PARTS BJ REPAIRS \＆MAINT } \\ \text { GEN REPA } \\ \text { 11／09／2022 } \\ \text { MULTI HOGG PARTS BJ } \\ \text { GEN REPAIRS \＆MAINT } \\ \text { 09／22／2022 } \\ \text { Credit prev INV122596 } \\ \text { GEN REPAIRS \＆MAINT } \\ \text { CHECK }\end{array}\)
CHECK 317957 TOTAL：
\(* * *\) CASH ACCOUNT TOTAL \(* * *\)
AMOUNT
\(11,074.70\)
\(* * *\) GRAND TOTAL \(* * *\)
2
TOTAL VOIDED CHECKS
NUMBER OF CHECKS

\(\frac{\text { COUNT }}{2}\)

\(n\)
0
0
0
0
0
0
0
\begin{tabular}{rr} 
DEBIT & CREDIT \\
\hline \(11,074.70\) & \\
\hline \(11,074.70\) & \(11,074.70\) \\
\hline \(11,074.70\)
\end{tabular}```


[^0]:    Do you have conflicts with meeting times or group assignments? Not that I'm aware of. I work remotely (from NEH) and typically have a lot of flexibility

[^1]:    Do you have conflicts with meeting times or group assignments? Not that I'm aware of. I work remotely (from NEH) and typically have a lot of flexibility

