

Town of Mount Desert<br>Selectboard<br>Agenda

## Regular Meeting

TUESDAY, June 20, 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, COVID transmission rate is LOW; masks are not required.
I. Call to order at 6:30 p.m.

Public please hold comments until the Selectboard Chairman opens the agenda items for public comment. When addressing the Board, state your FULL NAME (both in person and on Zoom). It is suggested that you enter your full name as your ID on Zoom.
II. Minutes
A. Approval of minutes from June 5, 2023 meeting

## III. Appointments/Recognitions/Resignations

A. Annual Board and Committee Appointments
B. Confirm reappointment of Katrina Carter to the Mount Desert Housing Authority Board of Commissioners for a five-year term beginning May 1, 2023
C. Confirm reappointment of Wanda Fernald to the Mount Desert Housing Authority Board of Commissioners for a five-year term beginning May 1, 2023
D. Consider appointment of Zachary DaRosa as seasonal employee at the Northeast Harbor Marina - Launch Captain at an hourly rate of $\$ 20$ per hour
E. Consider appointment of Zachary Mitchell as Packer Truck Driver for the Waste Management Division of the Public Works Department effective on or before July 17, 2023 at a probationary hourly rate of $\$ 22.72$ per hour
F. Resignation of John March from the Zoning Board of Appeals, effective June 6, 2023
G. Resignation of Gloria Kunje from the Planning Board
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. Resident comment for Trash Pick-up in Hall Quarry
B. Memorandum from Public Works Director, Brian Henkel, and Wastewater Superintendent, Ed Montague regarding Gilpatrick Cove water quality
C. Selectboard Meeting Schedule 2023-2024
D. Town of Mount Desert Holiday Schedule 2023-2024
E. Neighborhood House 2023 Agreement (Term July 1, 2023--June 30, 2024)
F. Ticket Booth Sales 2023 Agreements: Allen Associates, Asticou Charters, Beal \& Bunker (Term July 1, 2023--June 30, 2024)
G. Hancock County Commissioners Special Meeting Minutes from May 16, 2023
H. MRC Partnership Update for Innovative Resource Recovery (IRR); June 2, 2023
I. MRC Virtual Town Hall meeting invitation - June 21, 2023 at 11am
J. Penobscot Energy Recovery Company (PERC) Foreclosure memo from MRC; June 5, 2023

## V. Selectboard's Reports

## VI. Unfinished Business

A. Marina Landscape Plan discussion

## VII. New Business

A. Consider a $\$ 10.00$ processing fee for the recording of Family and Private Burial Grounds
B. Consider the policy of limiting Public Notary acts to town business
C. Consider transfer from reserve portfolio to general operating account in the amount of the audited interfund liability amount of \$500,142.43 for the fiscal year ended June 30, 2022
D. Review bids received for a General Obligation Bond to finance projects approved at the 2023 Annual Town Meeting consistent with the requirements identified in articles 38 through 43 and associated disclosures in a total principal amount of \$2,550,000
E. Approve resolutions authorizing the issuance of a General Obligation Bond of the Town in a principal amount not to exceed $\$ 2,550,000$ at a fixed interest rate of $5.48 \%$ for a term of 20 years to Bar Harbor Bank \& Trust
F. Authorize execution of the bond document(s) for the \$2,550,000 General Obligation Bond with Bar Harbor Bank \& Trust effective on or about June 27, 2023
G. Consideration of waiving the rental fee for use of the Seal Harbor fire station community room by Friends of Acadia on the date of June 29, 2023
H. Consider amending the September 19, 2022 authorization to purchase a new Ferrara Ignitor fire truck from Ferrara Fire Apparatus at $\$ 913,450.00$ to authorization to purchase a new Ferrara Inferno fire truck from Ferrara Fire Apparatus at $\$ 969,044.00$, using funds from the Fire Equipment Reserve account number 404030024471 with a current unencumbered balance of approximately $\$ 481,222.90$ (original 9/19/22 authorization currently encumbered) for the additional \$55,944.00
VIII. 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 | $\mathrm{AP} \# 2381$ | $6 / 21 / 2023$ | $241,556.16$ |
| :--- | :---: | :---: | ---: |
|  | $\mathrm{AP} \# 2401$ | $7 / 1 / 2023$ | $\$ 1,207,062.17$ |
| Total |  |  | $\$ 1,448,618.33$ |

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

| State Fees \& PR <br> Benefits | AP\#2379 |  |  |
| :--- | :---: | :---: | ---: |
|  | $\mathrm{AP} \# 2380$ | $6 / 7 / 2023$ | $\$ 52,701.41$ |
| Town Payroll | $\mathrm{PR} \# 2328$ | $6 / 9 / 2023$ | $\$ 7,121.91$ |
| Total |  |  | $\$ 150,017.90$ |

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

| School Invoices |  |  | $\$ 0$ |
| :--- | ---: | ---: | ---: |
| School Payroll | PR\#25 | $6 / 9 / 2023$ | $\$ 121,701.19$ |
| Voided |  |  | $\$ 0$ |
| Disbursements |  |  | $\mathbf{\$ 1 2 1 , 7 0 1 . 1 9}$ |
| Total |  |  |  |


| Grand Total |  |  | \$1,780,160.74 |
| :--- | :--- | :--- | ---: |

## X. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., TUESDAY, July 3, 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
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)
+13126266799 US (Chicago)
+16468769923 US (New York)
+13017158592 US (Germantown)
+13462487799 US (Houston)

Dial by your location
+1 3126266799 US (Chicago)
+1 6468769923 US (New York)
+1 3017158592 US (Germantown)
+1 3462487799 US (Houston)
+1 4086380968 US (San Jose)
+1 6699006833 US (San Jose)
+1 2532158782 US (Tacoma)

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

MINUTES

# Town of Mount Desert Selectboard Minutes June 5, 2023 

Board Members Present: Martha Dudman, Rick Mooers, Geoffrey Wood, Vice Chair Wendy Littlefield

Chair John Macauley was not in attendance.
Town Officials Present: Tax Assessor Kyle Avila, Finance Director Jake Wright, Town Manager Durlin Lunt, Town Clerk Claire Woolfolk, Fire Chief Mike Bender, Public Works Director Brian Henkel

Members of the Public were also present.

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

Vice Chair Littlefield called the Meeting to order at 6:30PM.

## II. Minutes

A. Approval of minutes from May 15, 2023 meeting

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, approval of the May 15, 2023
Minutes as presented.
Motion approved 3-0-1 (Littlefield in Abstention).

## III. Appointments/Recognitions/Resignations

A. Request appointment of Cynder Johnson as per diem FF/EMT at a base rate of $\$ 25.97$ with an effective date of June 6, 2023
MOTION: Mr. Mooers moved, with Mr. Wood seconding, appointment of Cynder Johnson as per diem FF/EMT at a base rate of $\$ 25.97$ with an effective date of June 6, 2023 as presented. Motion approved 4-0.
B. Accept resignation of William Renault as on-call Firefighter, effective May 2, 2023 MOTION: Mr. Mooers moved, with Mr. Wood seconding, acceptance of the resignation of William Renault as an on-call Firefighter, effective May 2, 2023, with regret. Motion approved 4-0.
C. Accept resignation of Gregory Theriault as on-call Firefighter, effective May 10, 2023

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, acceptance of the resignation of Gregory Theriault as an on-call Firefighter, effective May 10, 2023, with regret.
Motion approved 4-0.

## IV. Consent Agenda

A. Department Reports: Highway, Buildings \& Grounds, and Solid Waste
B. Investment Committee minutes from November 2, 2022 meeting
C. Investment Committee minutes from February 8, 2023 meeting
D. Shellfish Committee minutes from March 30, 2023 meeting
E. Acadia Disposal District (ADD) FY-24 draft budget and explanatory memo
F. Hancock County Commissioners Meeting Minutes from May 2, 2023

Mr. Mooers noted that Item D, Shellfish Committee Minutes, notes the Committee worked with DEP representatives. He noted water quality testing in Seal Harbor was last done in 2016. He hoped the Board would remain mindful and diligent about testing, to ensure water quality and clam sustainability.

Clerk Woolfolk reported the Shellfish Committee met on June 1. It was attended via Zoom by both the DMR and DEP. More water quality testing was agreed to. With regard to Gilpatrick Cove and other shore areas, improvement has been seen in the water quality since the last testing. Clerk Woolfolk noted the next meeting is scheduled for November.

It was noted there are likely still a small number of archaic septic systems. These systems are regulated by the State.

MOTION: Ms. Dudman moved, with Mr. Mooers seconding, acceptance of the Consent Agenda as presented.
Motion approved 4-0.

## V. Selectboard's Reports

None.

## VI. Unfinished Business

## A. Review bids received for financing of projects approved at the 2023 Annual Town Meeting

 consistent with the requirements identified in articles 38 through 43 and associated disclosures in a total principal amount of $\$ 2,550,000$Finance Director Wright reported the bids were received too late to include in the Selectboard Meeting packets. A 20-year bond was requested in the original solicitation letter. Director Wright stated that informal estimates for a 2-year Bond Anticipation Notes were also received from the institutions that submitted responses to the formal solicitation of 20-year bond rates to determine if it was worthwhile to open up the formal solicitation process to include requests for Bond Anticipation Note rates. In comparing the formal 20-year bond rates received to the informal BAN estimates, it was Director Wright's opinion that the difference was minimal and not worth expanding the solicitation process. Director Wright recommended that, if the Selectboard was in agreement that formal requests of BAN rates were unnecessary, a 20-year Bond be issued with BHBT at their proposed rate of $5.48 \%$. Upon hearing no disagreement from the Selectboard, Director Wright stated that he would prepare all necessary disclosures, resolutions, and documents to accomplish the issuance at the next meeting.

MOTION: Mr. Mooers moved, with Mr. Wood seconding, to table Item A until the next meeting when the issue can be formalized.
Motion approved 3-0-1 (Dudman in Abstention).
B. Consider modifying $8 / 2 / 21$ authorization to purchase a new International truck and chassis from Daigle \& Houghton from $\$ 85,400$ to $\$ 90,520$ due to delay and corresponding changes in material cost
Public Works Director Henkel reported the truck was ordered and the Town is in the queue for receiving the truck. It's taken time to receive the equipment and prices have since gone up. Rebidding the purchase would likely result in a larger increase.

MOTION: Mr. Wood moved, with Ms. Dudman seconding, modifying 8/2/21 authorization to purchase a new International truck and chassis from Daigle \& Houghton from \$85,400 to $\$ 90,520$ due to delay and corresponding changes in material costs as presented.
Motion approved 4-0.

## VII. New Business

A. Mandy Fountaine/DBA Abel's Lobster Pound (On The Shore, LLC) 13 Abels Lane Mount Desert request for Liquor License Renewal
MOTION: Ms. Dudman moved, with Mr. Mooers seconding, approval of Mandy Fountaine/DBA Abel's Lobster Pound (On The Shore, LLC) 13 Abels Lane Mount Desert request for Liquor License Renewal, as presented.

Mr. Wood inquired about whose responsibility it is to fully review each of these applications. Clerk Woolfolk reported the Town Office reviews the applications, to be sure there are no changes from the previous year. If there are no changes, the application is presented to the Board for consideration.

Mr. Wood noted the applications are filled out with a wide variety of detail and clarity. Clerk Woolfolk noted the State has the ultimate approval of the license. Town approval confirms the Town has no concerns with the license.

Motion approved 4-0.
B. Scott Cole/14 Sea Street. LLC/DBA The Docksider 14 Sea Street, Northeast Harbor request for Liquor License Renewal
MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of Scott Cole/14 Sea Street. LLC/DBA The Docksider 14 Sea Street, Northeast Harbor request for Liquor License Renewal as presented.

Mr. Mooers noted that the Application states the establishment is 2 miles from the elementary school. The distance is actually less than a mile. Mr. Wood noted the income on the application states the business made less than $\$ 15,000$ in food. Ms. Littlefield believed the owners had purchased the business last year and opened late due to renovations they made. Clerk Woolfolk promised to make a note of the issues, so when they come for their application, they can amend it for the State. Mr. Mooers wanted to be sure the Board was approving a complete and accurate application before its submittal to the State.

MOTION: Mr. Mooers moved, with Mr. Wood seconding, approval of Scott Cole/14 Sea Street. LLC/DBA The Docksider 14 Sea Street, Northeast Harbor request for Liquor License Renewal, contingent upon amendments as suggested by the Board.
Motion approved 4-0.

## C. Dawnland, LLC d/b/a Jordan Pond House 2928 Park Loop Rd, Seal Harbor request for Liquor License Renewal

MOTION: Mr. Mooers moved, with Mr. Wood seconding, approval of Dawnland, LLC d/b/a Jordan Pond House 2928 Park Loop Rd, Seal Harbor request for Liquor License Renewal as presented.
Motion approved 4-0.
D. Public Space Special Event Application - Mount Desert Sustainability Committee Sports Equipment SWAP - July 8, 2023, Northeast Harbor Village Green
MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of Public Space Special Event Application - Mount Desert Sustainability Committee Sports Equipment SWAP - July 8, 2023, Northeast Harbor Village Green as presented.
Motion approved 4-0.
E. Public Space Special Event Application - Mount Desert Sustainability Committee Tool SWAP - August 12, 2023, Northeast Harbor Village Green
MOTION: Mr. Wood moved, with Mr. Mooers seconding, approval of Public Space Special Event Application - Mount Desert Sustainability Committee Tool SWAP - August 12, 2023, Northeast Harbor Village Green as presented.
Motion approved 4-0.
F. Consider a $\$ 10.00$ processing fee for BYOB, Off-Premises Catering, and Taste Testing, and the like liquor license applications
Clerk Woolfolk reported the Town receives 6 to 7 of these applications per year. The fee is in keeping with other types of business licenses the Town issues.

MOTION: Mr. Wood moved, with Mr. Mooers seconding, approval of a $\$ 10.00$ processing fee for BYOB, Off-Premises Catering, and Taste Testing, and the like liquor license applications as presented.
Motion approved 4-0.
G. Consideration of authorizing the sale of the surplus equipment on behalf of the Fire Department by the competitive bid process
MOTION: Mr. Mooers moved, with Mr. Wood seconding, authorizing the sale of surplus equipment on behalf of the Fire Department by the competitive bid process as presented. Motion approved 4-0.
H. Consideration of authorizing the Fire Chief to determine the acceptance or rejection of bids and disposal of items that do not sell on behalf of the Town

MOTION: Mr. Wood moved, with Mr. Mooers seconding, authorizing the Fire Chief to determine the acceptance or rejection of bids and disposal of items that do not sell on behalf of the Town as presented.

Mr. Mooers inquired about the fate of the fire vehicle with the cracked frame. Chief Bender did not believe it was in any condition to be safely used. Someone might be willing to purchase it for the motor or water pump, which are usable.

Motion approved 4-0.

## I. Consideration of accepting an unconditional gift from the First National Bank to the Mount

 Desert Fire Department in the amount of $\$ 200.00$ in recognition of National EMS Week, May 21-27, 2023MOTION: Mr. Mooers moved, with Mr. Wood seconding, accepting an unconditional gift from the First National Bank to the Mount Desert Fire Department in the amount of \$200.00 in recognition of National EMS Week, May 21-27, 2023 as presented and with thanks. Motion approved 4-0.
J. Consider authorization of solicitation of bids for a laddered maturity portfolio of CDs, treasury bonds, US Government agency obligations, and/or similar investments with maturities from 3 to 6 months and \$5,000,000 initial investment after substantial tax collection in fiscal year 2024, as recommended by the Investment Committee
MOTION: Mr. Mooers moved, with Mr. Wood seconding, authorization of solicitation of bids for a laddered maturity portfolio of CDs, treasury bonds, US Government agency obligations, and/or similar investments with maturities from 3 to 6 months and $\$ 5,000,000$ initial investment after substantial tax collection in fiscal year 2024, as recommended by the Investment Committee as presented.

Director Wright reported it was a conservative cashflow estimate. The numbers were scaled down to test the model and may be increased if it proves advantageous to the Town.

Motion approved 3-0-1 (Dudman in Abstention).
K. Consider authorization of \$100,000 to be used from the Capital Gains Reserve Account \#400-24202 to reduce the 2023-2024 tax commitment in accordance with article 54 passed at the 2023 Annual Town Meeting
MOTION: Mr. Wood moved, with Ms. Dudman seconding, authorization of $\$ 100,000$ to be used from the Capital Gains Reserve Account \#400-24202 to reduce the 2023-2024 tax commitment in accordance with article 54 passed at the 2023 Annual Town Meeting as presented.
Motion approved 4-0.
L. Review and approve entering into a contract with Maine State Bureau of Purchases to purchase bulk salt for deicing roadways
MOTION: Mr. Mooers moved, with Mr. Wood seconding, approval of entering into a contract with Maine State Bureau of Purchases to purchase bulk salt for deicing roadways as presented.

Director Henkel reported it was a standard way to purchase. Mount Desert was one of many Towns purchasing this way.

Motion approved 4-0.
M. Review and approve contracts and purchasing for the replacement of 23 window in the Town Office
Director Henkel reported the Town put the window replacement out to bid in 2022 and received no bids. Director Henkel has reached out to different companies for installation and painting, and the Town will purchase the windows directly. He submitted the pricing of the various companies. The work is expected to start after September 11.

MOTION: Mr. Dudman moved, with Mr. Wood seconding, approval of contracts and purchasing for the replacement of 23 windows in the Town Office as presented.
Motion approved 4-0.

## VIII. Other Business

A. Such other business as may be legally conducted

No Other Business.

## IX. Treasurer's Warrants

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

| Town Invoices | AP\#2378 | $06 / 06 / 2023$ | $\$ 884,211.36$ |
| :--- | :---: | :---: | ---: |
| Total |  |  | $\mathbf{\$ 8 8 4 , 2 1 1 . 3 6}$ |

MOTION: Mr. Mooers moved, with Mr. Wood seconding, approval and signature of Treasurer's Warrant as shown above.
Motion approved 4-0.
B. Approve Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants as shown below:

| State Fees \& PR <br> Benefits | $\mathrm{AP} \# 2375$ | $5 / 17 / 2023$ | $\$ 3,286.94$ |
| :--- | :---: | :---: | ---: |
|  | $\mathrm{AP} \# 2376$ | $5 / 25 / 2023$ | $\$ 95,458.85$ |
|  | $\mathrm{AP} \# 2377$ | $5 / 31 / 2023$ | $\$ 5,563.48$ |
| Town Payroll | $\mathrm{PR} \# 2327$ | $05 / 26 / 2023$ | $\$ 144,964.02$ |
| Total |  |  | $\$ 249,273.29$ |

MOTION: Mr. Mooers moved, with Mr. Wood seconding, approval of Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants as shown above.
Motion approved 3-0-1 (Littlefield in Abstention).

## C. Acknowledge Treasurer's Town Voided Disbursements \& School Board AP/Payroll

 Warrants as shown below:| School Invoices |  |  |  |
| :--- | :---: | :---: | ---: |
| School Payroll | PR\#24 | $5 / 26 / 2023$ | $\$ 185,898.23$ |


| Voided <br> Disbursements |  |  |  |
| :--- | :--- | :--- | ---: |
| Total |  |  | $\mathbf{\$ 1 8 5 , 8 9 8 . 2 3}$ |

MOTION: Mr. Mooers moved, with Mr. Wood seconding, acknowledgement of Treasurer's
Town Voided Disbursements \& School Board AP/Payroll Warrants as shown above.
Motion approved 4-0.

## Grand Total

\$1,319,382.88

## X. Adjournment

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, to adjourn.
Motion approved 4-0.
The Meeting Adjourned at 6:56PM

Respectfully Submitted,

Geoffrey Wood

## APPOINTMENTS

## RECOGNITIONS

## RESIGNATIONS

## CERTIFICATE OF APPOINTMENT

Municipality of MOUNT DESERT County of HANCOCK State of MAINE
June 20, 2023 The Board of Selectmen of the Municipality of the Town of Mount Desert, in accordance with the provisions of the laws of the State of Maine, hereby appoints the following Committee and Board members within and for the Municipality of Mount Desert for the positions and terms ending June $30^{\text {th }}$ as indicated:

Committee/Board
Term
July 1, 2023-June 30, 2026
July 1, 2023-June 30, 2024

July 1, 2023-June 30, 2026

July 1, 2023-June 30, 2024

July 1, 2023-June 30, 2024

July 1, 2023-June 30, 2025

Planning Board
Shellfish Conservation
Committee

July 1, 2023-June 30, 2026
July 1, 2023-June 30, 2025

Keating Pepper
Francis Baltzell
Peter Cuffari
John Fehlauer
Edward Ganz
Scott McFarland
Kathleen Miller
Wendell Oppewall
Joan Pew
Megan Rae Bailey James Blaine Donald Graves Kerri Sands Warwick Wheeler Averel Wilson

Jason Irwin
Philip Litchenstein
Michael Bailey
David Ashmore
Charles Bucklin
Katrina Carter
William Hanley
Gerard Miller

James Bright
Eric Jones
Christopher Moore
Howard Motenko
Doug Randolph-Foster
Richard Savage
William Hanley
Brian Silverman
Rustin Taylor

| Sustainability Committee | July 1, 2023-June 30, 2024 | Meg Ashur <br> Gordon Beck <br> Johannah Blackman <br> Jesse Hartson <br> Troy Julian <br> Philip Lichtenstein <br> John Macauley <br> Sarah March <br> Rosemary Matchak <br> Sydney Roberts <br> Rockefeller <br> Dennis Shubert |
| :---: | :---: | :---: |
| Traffic Committee | July 1, 2023-June 30, 2024 | Jean Fernald Katherine Fernald Samuel Coplon Sydney RobertsRockefeller Anthony Smith James Willis |
| Village Center Planning Committee (Main St., NEH) | July 1, 2023-June 30, 2024 | Kelly Brown <br> Katrina Carter <br> Samuel Coplon <br> Marsha Planting <br> Anthony Smith |
| Warrant Committee | July 1, 2023-June 30, 2026 | Donna Beals Katrina Carter Jesse Hartson Marina McGarr Timothy Murphy Craig Roebuck |
| Water District Trustee | July 1, 2023-June 30, 2026 | James Fahey Rosemary Matchak |
| Zoning Board of Appeals | July 1, 2023-June 30, 2026 | James Bright |

Dated: June 20, 2023 at Town of Mount Desert:
Attest:

Martha T. Dudman

Wendy H. Littlefield

John B. Macauley

James F. Mooers

Geoffrey Wood

A majority of the Municipal Officers of the Town of Mount Desert

# MDI \& Ellsworth Housing Authorities 

PO Box 28 Bar Harbor, ME 04609-0028
80 Mt. Desert St., Bar Harbor
Executive Director H. Duane Bartlett

June 6, 2023
The Honorable Town Selectmen Members
Honorable Durlin E. Lunt, Town Manager
Town of Mount Desert
P.O. Box 248

Northeast Harbor, ME 04662
Dear Sirs and Madams;
The Town of Mount Desert Housing Authority respectfully requests your consideration of the reappointment of Commissioner Katrina Carter to the Mount Desert Housing Authority Board of Commissioners for another term of five years. The renewed term would begin May $1^{\text {st }}, 2023$ and would expire May $1^{\text {st }}, 2028$.

We believe Ms. Carter will continue do her best to support goals that are in the best interest of the town.

Your consideration of this reappointment will be greatly appreciated by the other Board members of the Mount Desert Housing Authority, and by myself.

Sincerely,
H. Duane Bartlett

Executive Director

HDB/tlh

# MDI \& Ellsworth Housing Authorities 

PO Box 28 Bar Harbor, ME 04609-0028
80 Mt. Desert St., Bar Harbor
Executive Director, H. Duane Bartlett

June 6, 2023
The Honorable Town Selectmen Members
Honorable Durlin E. Lunt, Town Manager
Town of Mount Desert
P.O. Box 248

Northeast Harbor, ME 04662
Dear Sirs and Madams;
The Town of Mount Desert Housing Authority respectfully requests your consideration of the reappointment of Commissioner Wanda Fernald to the Mount Desert Housing Authority Board of Commissioners for another term of five years. The renewed term would begin May $1^{\text {st }}, 2023$ and would expire May $1^{\text {st }}$, 2028.

We believe Ms. Fernald will continue do her best to support goals that are in the best interest of the town.

Your consideration of this reappointment will be greatly appreciated by the other Board members of the Mount Desert Housing Authority, and by myself.

Sincerely, H. Duane Bartlett Executive Director

HDB/tlh

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

## MEMO

To: Durlin Lunt, Town Manager and Board of Selectmen
From: John Lemoine, Harbormaster
Re: Summer Launch Captain
Date: June 8, 2023

Durlin,
I would like to recommend the individual listed below for seasonal employment at the Northeast Harbor Marina this summer. Could you please place this individual on June 20, 2023, Board of Selectmen's agenda for their approval to work the 2023 season.

Zachary DaRosa @ \$20.00/hr Launch Captain

Thank you,
John Lemoine
Harbormaster


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

## MEMO

To: Brian Henkel, Public Works Director From: Ben Jacobs, Highway Supt. Re: Packer Truck Driver Opening
Date: June 12, 2023

With the recent transfer of one of our packer truck drivers to the highway crew, we now have an opening for a new packer truck driver. To date, no current Town employees have responded to our in-house posting of the vacancy which ends June 15th.

I recently interviewed Zachary Mitchell who is interested in the vacant packer truck driver position. He learned of the vacancy through mutual friends with some of our employees. Zachary has experience driving a refuse packer truck and other equipment.

I would like to recommend Zachary be hired to fill the vacant packer truck driver position in the Waste Management Division of the Public Works Department. This recommendation is based on the information provided by him when I interviewed him, review of his application, and reference checks. He presently holds a Class B license required to operate a packer truck with air brakes. Zachary said he would accept an offer of employment from us if one was offered to him and understands his appointment is contingent on being appointed by the Selectboard to the position and on his successful completion of a mandatory pre-employment physical and drug and alcohol screening. He understands the Town has an agreement with Teamsters Union Local 340.

As such, I request Zachary Mitchell be appointed to the vacant Packer Truck Driver position effective on or before July 17, 2023, and, that he be appointed at the mandatory six-month probationary rate of pay of $\$ 22.72$ per hour increasing to the regular rate of $\$ 23.92$ per hour upon successful completion of his probationary period.

Thank you for your consideration of my recommendation.

Cc. Jake Wright, Finance<br>Durlin Lunt Jr., Town Manager<br>Claire Woolfolk, Town Clerk

| From: | Kim Keene |
| :--- | :--- |
| To: | Town Clerk |
| Cc: | John March |
| Subject: | FW: Resignation |
| Date: | Tuesday, June 6, 2023 7:20:08 PM |

Good evening, Claire-
Could you please, print, forward and place this resignation request on and within the next Board of Selectmen packet/agenda.

Thank you.

## Kimberly Keene

Code Enforeement Officer
Town of Mount Desert
21 Sea street, p.O. Box 248
Northeast Harbor, Me 04662
ceo@mtdesert.org
Phone: (207) 276-5731 or 276-5531
Fax: (207) 276-3232

From: John March [johnmarchjr@gmail.com](mailto:johnmarchjr@gmail.com)
Sent: Tuesday, June 6, 2023 7:09 PM
To: Kim Keene [ceo@mtdesert.org](mailto:ceo@mtdesert.org)
Subject: Resignation

Dear Kim,

Please accept this as my resignation from the Zoning Board of Appeals, effective immediately.

You do a terrific job as the town's code enforcement officer, and I hope you stick around for many years. I have enjoyed working with you.

John March

| From: | Kim Keene |
| :--- | :--- |
| To: | Town Clerk |
| Cc: | Bill Hanley; Jennifer M. Buchanan |
| Subject: | FW: PB Attendance |
| Date: | Thursday, June 8, 2023 8:42:53 AM |

Claire-
Please place Gloria Kunje's resignation from the Planning Board on the next Board of Selectmen's Agenda.

Thank you.

## Kúmberly Keene

Code Enforeement Officer
Town of Mount Desert
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662
ceo@mtdesert.org
Phone: (207) 276-5731 or 276-5531
Fax: (207) 276-3232

From: Gloria Kunje [gloriakvincent@gmail.com](mailto:gloriakvincent@gmail.com)
Sent: Thursday, June 8, 2023 6:17 AM
To: William Hanley [wmh@wmharchitects.com](mailto:wmh@wmharchitects.com)
Cc: Kim Keene [ceo@mtdesert.org](mailto:ceo@mtdesert.org)
Subject: Re: PB Attendance

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.

Goodmorning Bill and Kim,
Thanks for your patience throughout this year and yes my schedule has changed drastically and has made it impossible to be available for the planning board meetings and it serves no purpose to be so inconsistent.
I would like to formally withdraw as an alternate member of the Board and if my schedule changes in the future, I will be glad to participate.
Thanks and have a great day
Gloria

On Mon, May 15, 2023 at 9:28 AM William Hanley [wmh@wmharchitects.com](mailto:wmh@wmharchitects.com) wrote:
Hi Gloria,

Happy Monday.

Since I'm working through all my PB email this morning I wanted to reach out regarding your position as an alternate member on the Planning Board.

As an alternate member and where we only currently have (4) regular members, when we are a (5) person board with (2) alternate members, we're obviously understaffed and having you participate as a voting member is really key to maintaining due process.

Prior to each PB hearing I send out an email reminder, with the agenda, with the intent to find out who's attending, either online or in person. Often I don't hear from you and/or see you at the hearing, either online or in person. Would love to have you!

So as Chair I'm asking you to please let me know if you can make the hearings when I email reminders as we are going to be challenged to achieve a quorum w/o your presence and I need to hear from everyone.

However, If the Planning Board is something that you're finding to be a continued challenge for your schedule, let's just talk about it as it may then be best if you stepped down as an alternate member, if it's just not feasible to attend consistently.

Let me know what you think.

Best-Bill

William M. Hanley, AIA
WMH ARCHITECTS
10 Neighborhood Road
P.O. Box 399

Northeast Harbor, Maine 04662
tel: 207-276-2100
email:wmh@wmharchitects.com
www.wmharchitects.com

## CONSENT AGENDA

| From: | Durlin Lunt |
| :--- | :--- |
| To: | Ben Jacobs - Highway; Town Clerk; Brian Henkel |
| Subject: | Re: Trash Pickup in Hall Quarry |
| Date: | Monday, June 12, 2023 10:13:04 AM |

On Jun 12, 2023, at 9:21 AM, Brian Henkel [director@mtdesert.org](mailto:director@mtdesert.org) wrote:

Ben,

I received a very complimentary call from a resident of Hall Quarry. Jeannie Gilpin, who lives on Macomber Pines Road, called to say that she is impressed with and grateful to the crew that picks up her trash. She says they are always very careful in taking the can to the truck to be emptied reducing the risk of trash escaping onto the ground. She really appreciates the fact that they are also careful returning the can and that they replace the lid each time. She simply wanted to pass along her thanks. Will you please let the crew know they are appreciated?

Thanks,

Brian Henkel, P.E.
Public Works Director
Mount Desert, Maine
207-276-5743
director@mtdesert.org
<image001.jpg>


## To: Board of Selectmen

From: Brian Henkel, Public Works Director and Ed Montague, Wastewater Superintendent
Re: Gilpatrick Cove Water Quality
Date: June 25, 2023
The Town of Mount Desert holds permits through the Maine Pollutant Discharge Elimination System (MEPDES) that allows us to operate our wastewater treatment plants (WWTP). The Maine Department of Environmental Protection (MEDEP) issues and enforces those permits. Within the Town's permits are conditions on methods of operation, standards for testing, and limits on the water quality of the effluent (treated wastewater) that is discharged from the WWTPs. Under the "Receiving Water Quality Conditions" of the Town's permits is a condition set by the Maine Department of Marine Resources (MEDMR) which prohibits shellfish harvesting within the immediate vicinity of any wastewater treatment plant outfall pipe. The prohibition is a precautionary measure in the event of a failure of a treatment plant's disinfection system. The Northeast Harbor WWTP outfall pipe discharges near the Northeast Harbor Swim Club. MEDMR established a 384-acre area around the outfall that is closed to shellfish harvesting inclusive of Gilpatrick Cove (see included map). The MEDEP charges the Town an annual fee for that closure based on the percentage of the shellfish area closed by the permit condition.

The Northeast Harbor WWTP Disinfection System uses Sodium Hypochlorite to disinfect the effluent which leaves a chlorine residual in the effluent. After that initial disinfection, the chlorine residual is removed with Sodium Bisulfite. These chemicals are injected into the effluent using flow paced chemical feed pumps prior to releasing the effluent through the outfall pipe. Should a component of the Disinfection System fail outside of normal operating hours, there is no alert system in place to notify staff. The failure of a component of the Disinfection System would not be recognized until staff were again on-site at the WWTP, potentially the following day. A failure of this type could temporarily compromise the water quality around the outfall. The conditions of the MEPDES permit require notification of any failure of the Disinfection System.

The Northeast Harbor WWTP is required to test effluent twice a month for fecal coliforms. Over the last twelve months, the fecal coliform test results in the effluent have ranged from non-detect to a maximum of 3 colony-forming units (CFU). The highest monthly geometric mean reported to the MEDEP from our fecal coliform testing, over that same period, was 2 CFU. The "Receiving Water Quality Conditions" allow single samples with a maximum of 31 CFU and a maximum of 14 CFU for a monthly geometric mean.

The MEDMR also tests for fecal coliform along the coast of Maine including two locations in Gilpatrick Cove (see included map). The reported results for those locations are from 2022 and include 30 samples. The geometric mean for those sampling locations is 3.6 CFU (north location) and 3.1 CFU (south location). The levels of fecal coliform within Gilpatrick Cove are not solely related to the Northeast Harbor WWTP. Fecal coliforms can be found in the digestive tracts and feces of any warm-blooded animal. The presence of feces from those animals can impact the water quality of Gilpatrick Cove from direct entering the waters, from runoff from the surrounding shoreline, or from stormwater sewers leading to the cove. Based on sampling by the Wastewater Department and MEDMR, the level of fecal coliform in the WWTP effluent is lower than the background levels of Gilpatrick Cove.

The Wastewater Department is subject to the conditions of the MEPDES permit and lacks any authority to open or close any area to shellfish harvesting surrounding our outfall. We are simply required to abide by the conditions set forth in the MEPDES permit. As MEDEP and MEDMR consider changes to the existing closure of Gilpatrick Cove, Public Works will continue to provide information and assess any potential impacts to the Town. There are currently several considerations the Wastewater Department has identified since learning of the potential change to the Gilpatrick Cove shellfish closure. The Town currently pays an annual fee based on the percentage of area closed for shellfish harvesting. If Gilpatrick Cove is opened to harvesting, will there be a reduction in fees assessed or will the area instead be shifted leaving the Town responsible for a similar fee? Will there be required changes to the existing Disinfection System or the inclusion of an alert system. Should the Disinfection System fail, will the Town be subjected to more severe penalties than had Gilpatrick Cove remained closed? Will the Wastewater Department be required to do additional lab testing for fecal coliform or any other constituents? Will the water quality limits within the existing permit change to more stringent levels? Are there closure areas adjacent to WWTP outfalls in other towns that have been modified in this way and how were the towns and WWTPs affected? Answers to these questions and others that arise will help inform the Town of any necessary changes in operations, budget adjustments, or potential liability.

The Town's Wastewater Department staff members are very knowledgeable and attentive to the maintenance needs of the WWTP and its collection system. The WWTP is operated effectively and produces a safe, high quality effluent. Our mission is to protect the environment and we take pride in our work to ensure success.

Cc: Durlin Lunt, Town Manager<br>Claire Wolfolk, Town Clerk

## 3. CONDITIONS OF PERMIT

Conditions of licenses, 38 M.R.S. § 414-A, requires that the effluent limitations prescribed for discharges, including, but not limited to, effluent toxicity, require application of best practicable treatment (BPT), be consistent with the U.S. Clean Water Act, and ensure that the receiving waters attain the State water quality standards as described in Maine's Surface Water Classification System. In addition, Certain deposits and discharges prohibited, 38 M.R.S. § 420 and Surface Water Toxic Control Program, require the regulation of toxic substances not to exceed levels set forth in Surface Water Quality Criteria for Toxic Pollutants, 06-096 CMR 584 (effective July 29, 2012), and that ensure safe levels for the discharge of toxic pollutants such that existing and designated uses of surface waters are maintained and protected.

## 4. RECEIVING WATER QUALITY STANDARDS

Classifications of estuarine and marine waters, 38 M.R.S. § 469(2)(1) classifies Atlantic Ocean at the point of discharge as a Class SB waterway. Standards for classification of estuarine and marine waters, 38 M.R.S.. § 465-B(2) describes the standards for classification for Class SB waters.

## 5. RECEIVING WATER QUALITY CONDITIONS

The State of Maine 2016 Integrated Water Quality Monitoring and Assessment Report, prepared pursuant to Sections 303(d) and 305(b) of the Federal Water Pollution Control Act, lists the marine waters at the permittee's outfall as, Category 5-B-1(a), Estuarine and Marine Waters Impaired for Bacteria Only $T M D L$ Required. The impairment may be either recreational uses (swimming) or shellfish consumption or both. Shellfish consumption impairments only apply to waters naturally capable of supporting the shellfish harvesting use (i.e. waters of high enough salinity for propagation of shellfish).

The Maine Department of Marine Resources (MEDMR) closes shellfish harvesting areas if there are known sources of discharges with unacceptable bacteria levels (thresholds established in the National Shellfish Sanitation Program) or maintains shellfish harvesting closure areas due to lack of updated information regarding ambient water quality conditions and current shoreline surveys. In addition, the MEDMR prohibits shellfish harvesting in the immediate vicinity of all wastewater treatment outfall pipes as a precautionary measure in the event of a failure in the treatment plant's disinfection system. Thus, shellfish harvesting area \#44 is closed to the harvesting of shellfish. The shellfish closure area can be found at http://www.maine.gov/dmr/shellfish-sanitation-management/closures/pollution.html.

Category 5-D: Estuarine and Marine Waters Impaired by Legacy Pollutants. All estuarine and marine waters capable of supporting American lobster are listed in Category 5-D, partially supporting fishing ("shellfish" consumption) due to elevated levels of polychlorinated biphenyls (PCBs) and other persistent, bioaccumulating substances in lobster tomalley. The permittee will not cause or contribute to the failure of the receiving waters to meet the standards of its designated classification.


# Town of Mount Desert Board of Selectmen Meeting Schedule FY 2023-2024 

Traditionally, Regular Meetings are held on 1st and 3rd Mondays of Each Month

Location
Notes
July 3, 2023
July 17, 2023
August 7, 2023
August 21, 2023
September 5, 2023
September 18, 2023
October 2, 2023
October 16, 2023
November 6, 2023
November 20, 2023
December 4, 2023
December 18, 2023
January 2, 2024
January 16, 2024
February 5, 2024
February 20, 2024
March 4, 2024
March 18, 2024
April 1, 2024
April 16, 2024
May 7, 2024
May 20, 2024
June 3, 2024
June 17, 2024

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NEH Meet in Conference Room/Zoom - Election
Alternate day for Labor Day

Alternate day for New Years Day
Alternate day for MLK Day

Alternate day for Presidents Day

Alternate day for Patriots Day
Organizational Meeting after Annual Town Mtg

Planning Board Meets in NEH Meeting Room 2nd and 4th Wednesday of each Month Marine Management Committee Meets in NEH MR on 2nd Tuesday

Other Boards and Committees meet as required or needed

## The Town Office will observe and be closed on the following dates:

Tuesday, July 4, 2023
Monday, September 4, 2023

Monday, October 9, 2023

Friday, November 10, 2023
Thursday, November 23, 2023
Friday, November 24, 2023
Monday, December 25, 2023
Monday, January 1, 2024
Monday, January 15, 2024
Monday, February 19, 2024
Monday, April 15, 2024
Monday, May 27, 2024
Monday, June 19, 2024
FY 2025 (1st 6 mos)
Thursday, July 4, 2024
Monday, September 2, 2024
Monday, October 14, 2024
Monday, November 11, 2024
Thursday, November 28, 2024
Friday, November 29, 2024
Wednesday, December 25, 2024

Independence Day
Labor Day
Columbus Day Federal/
Indigenous Peoples' Day Maine
Veterans Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
President's Day
Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day/Native American D
Veterans Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

## CHAMBER OF COMMERCE AGREEMENT

This AGREEMENT is made this $\qquad$ day of $\qquad$ , 2023, by and between the Mount Desert Chamber of Commerce, a Maine non-profit corporation (hereinafter the "CHAMBER") and the Town of Mount Desert, a municipal corporation located in Hancock County, State of Maine (hereinafter the "TOWN").

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

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

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

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

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

The CHAMBER is hereby given a non-exclusive license to use the kitchenette and restroom facilities, as depicted on Exhibit A, provided use by the CHAMBER shall be by the staff, members and volunteers of the CHAMBER only, not the general public. Public restrooms are available elsewhere. Use of the licensed areas shall at all times conform to the applicable TOWN rules, and may be terminated, modified or restricted by the TOWN in the event of violation of such rules.
2. TENNIS COURTS. The CHAMBER agrees to use its staff and volunteers at the Property to schedule and coordinate use of the TOWN owned tennis courts at the Northeast Harbor marina during the normal business hours of the CHAMBER. The CHAMBER and TOWN shall set a reasonable rate to charge for use of the tennis courts. A written record of the use of the tennis courts shall be maintained by the CHAMBER, and the CHAMBER shall periodically (not less frequently than monthly) remit the fees, along with the record of use, to the TOWN. The CHAMBER shall maintain a key to the tennis court, and shall ensure the tennis courts are locked when not in use and are locked and vacant at the close of business.

This is an agreement for staffing exclusively, and not a lease of the tennis courts. As such, the TOWN remains exclusively responsible to maintain the tennis courts, and may impose rules and regulations in connection with use of the tennis courts.
3. TERM. The term of this Agreement shall commence on July 1, 2022 and run through and terminate June 30, 2023. The CHAMBER shall surrender the Property at the end of the lease term in broom clean condition, normal wear and tear excepted.
4. RENT. At the time of execution, the CHAMBER shall pay One Dollar (\$1.00) to the TOWN as rent for the term of this Lease and in consideration for the benefits conveyed herein.
5. DUTIES OF THE CHAMBER. The CHAMBER shall pay any and all costs and expenses resulting from this Lease and/or its occupation of the Property, except for the cost of providing electricity and grounds maintenance which costs shall be the responsibility of the TOWN. The CHAMBER specifically agrees to maintain and clean the Property and the immediate area around the Property, including picking up trash and debris and disposing of same in receptacles provided and designated by the TOWN. The CHAMBER shall provide routine maintenance to the Property, including but not limited to routine vacuuming and cleaning, and shall ensure all bills and costs which are the responsibility of the CHAMBER are timely paid. The CHAMBER shall ensure no liens or other claims are asserted against the Property for work done by or on behalf of the CHAMBER.

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

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

In conducting its business, the CHAMBER shall furnish services on a professional, reasonable and non-discriminatory basis. In the event, for any reason, the TOWN has justifiable reason to believe the CHAMBER is acting in a discriminatory or otherwise less than professional manner, the TOWN shall provide written notice to the CHAMBER and reserves the right to take and/or mandate reasonable corrective action at the cost and expense of the CHAMBER, which action includes requiring changes to personnel at the Property
and/or termination of this Lease.
6. NO JOINT VENTURE. The CHAMBER, its members, officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not hold themselves out as officers, employees, agents, or volunteers of the TOWN.
7. INDEMNIFICATION and INSURANCE. The CHAMBER shall, at its own expense, defend, indemnify and save harmless the TOWN from all demands, claims, causes of action or judgments, and from all liens, expense and losses that may be incurred, including reasonable attorneys' fees, arising from or out of the performance of this Agreement, except to the extent such loss or claim results from the intentional acts or negligence of the TOWN, its officers, employees, or agents.

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

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

The CHAMBER agrees to maintain a minimum of $\$ 1,000,000$ general commercial liability insurance throughout the entire term of this Agreement with the TOWN as a named additional insured and provide the TOWN with an annual Certificate of Insurance at the time this Agreement is signed, and thereafter, from time to time, as may be requested by the Town. The policy shall provide the Town with at least 10-days written notice prior to cancellation.
8. NO ASSIGNMENT. The CHAMBER may not by operation of law or otherwise assign, encumber, mortgage, or sublease this Agreement without the prior approval and consent of the TOWN, in its sole and absolute discretion, and any such assignment in violation of this provision shall be void and of no effect.
9. This Agreement may be cancelled (with or without cause) by the TOWN or by the

CHAMBER upon 30 days advance written notice to the other party.
10. GENERAL. All notices required by or useful under the terms of this Agreement shall be in writing and be deemed delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

CHAMBER: Mount Desert Chamber of Commerce
42 Harbor Drive / P.O. Box 675
Northeast Harbor, ME 04662
TOWN: Town of Mount Desert
Attn: Town Clerk
21 Sea St/P.O. Box 248
Northeast Harbor ME 04662

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

## TOWN OF MOUNT DESERT

## Witness

## Witness

Printed Name: $\qquad$

Its:

## CHAMBER OF COMMERCE

By:
$\qquad$


Chamber of Commerce Agreement 2022
Page 6 of 6

## NEIGHBORHOOD HOUSE AGREEMENT

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

W ITNESSETH
WHEREAS, the Town has a municipal swimming pool; and
WHEREAS, the Town needs to have an organization which can operate the municipal swimming pool for the 2021 season and thereafter: and

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

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

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

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

1. Possession and use: Beginning $\qquad$ to $\qquad$ ,
between the hours of 9:00 a.m. and 6:00 p.m. Monday through Friday, and 11:00 a.m. and 4:00 p.m. Saturday and Sunday (hereinafter referred to as the Season), Neighborhood House shall have exclusive possession of the Town's municipal swimming pool located at Joy Road in Northeast Harbor for use in implementing its own programs such as summer camp swim times and shall provide access to the general public, so long as it does not conflict with its program, in accordance with the terms and conditions of this Agreement. The Town shall be responsible for the pool at all other times when the pool is closed and the gates locked.
2. Maintenance of Pool: Neighborhood House shall be responsible for the opening and closing of the pool, as well as the maintenance of the pool at all times during the Season in a generally accepted safe and sanitary condition for use in Neighborhood House programs and for use by the general public as hereinbefore provided. Neighborhood House will bill the Town for the cost associated with the opening and closing of the pool, as well as the general maintenance which the Town will either reimburse or pay directly to vendors within thirty (30) days after the presentation of a bill, as has been practiced in the past, subject to the provisions of Section 8 of this Agreement.
3. Personnel: Neighborhood House shall be exclusively responsible for the hiring of duly qualified personnel and the general management for the operation of the pool during
the Season. Neighborhood House shall perform background checks on each person applying for a job prior to the person being hired and working at the pool. No person which may be a risk to the public in general or to Neighborhood House clientele shall be employed or involved in the operation or general management of the pool during the season.
4. Operation: Neighborhood House shall operate the Town's municipal swimming pool in a non-discriminatory manner, so as not to violate any State or Federal law. Additionally, it shall operate the pool during the Season in a manner which will allow access to the general public during reasonable periods of time as hereinbefore provided.

Neighborhood House shall have the right to charge a reasonable fee for the use of the pool, which shall be used to help defray the operating costs of the pool.
5. Insurance: Neighborhood House shall maintain general comprehensive liability insurance during the season in an amount of at least One Million Dollars ( $\$ 1,000,000.00$ ) coverage with an insurance company licensed to do business in the State of Maine. Neighborhood House shall name the Town as an additional insured at no cost to the Town. The insurance shall be non-cancelable to the Town without thirty (30) days written notice. Neighborhood House will provide the Town with a Certificate of Insurance prior to the start of the Season.
6. Independent Contractor: It is agreed between the Town and Neighborhood House that Neighborhood House is an independent contractor. As such, its employees are not employees from the Town.

Neighborhood House will, at all times during the Season, maintain Worker's Compensation coverage on its employees. It will deduct and withhold any taxes due from its personnel and fully comply with any State and Federal laws and indemnify the Town for the same.
7. Permits, Licenses and Testing: Neighborhood House will obtain any permits and licenses required to operate the pool during the Season. It shall perform all testing of the pool and maintain all records as may be required by any State of Federal agency.
8. Limitation on the Town's Financial Obligation: The Town's financial obligation to pay Neighborhood House under this Agreement is specifically limited to the amount specifically raised and appropriated for the operation of the pool at the annual Town meeting for the $\underline{2021}$ season. The Town specifically makes no representation to Neighborhood House of the amount which will be raised and appropriated for the operation of the pool in future years. No payments shall be made beyond the money so raised and appropriated by the Town for each Season.
9. Termination: The Town and Neighborhood House each reserve the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the
other of its intent to terminate this Agreement. Notices to the Town shall be hand delivered, FAXed or mailed by First Class United States Mail, postage prepaid, to the Town Manager and notices to the Neighborhood House shall be hand delivered, FAXed or mailed by First Class United States Mail, postage prepaid. Each party will provide the other in writing with the address to be used for notice to be given under the terms of this Agreement.
10. Representation: Each party represents to the other it has full and complete authority to enter into this Agreement.
11. Completeness and Modifications: This Agreement contains the total understanding and agreement between the parties and may only be modified by a writing signed by both parties. If any provision of this Agreement is declared null and void, it shall have no impact upon the balance of this Agreement, which shall remain in full force and effect as hereinbefore provided.
12. General: All notices required by or useful under the terms of this Agreement shall be in writing and be deemed delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

NEIGHBORHOOD HOUSE: Neighborhood House
1 Kimball Road/P. O. Box 332
Northeast Harbor, ME 04662
TOWN:
Town of Mount Desert
21 Sea St/P.O. Box 248
Northeast Harbor ME 04662

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

TOWN OF MOUNT DESERT


## TICKET SALES AGREEMENT

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

WHEREAS, COMMERCIAL OPERATOR is in need of a place for ticket sales and
WHEREAS, TOWN currently owns and operates a marina, information building, and Harbormasters' building in the Village of Northeast Harbor; and

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

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

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

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

The COMMERCIAL OPERATOR is hereby given a non-exclusive license to use the kitchenette and restroom facilities, as depicted on Exhibit A, provided use by the COMMERCIAL OPERATOR shall be by staff, members and volunteers of the COMMERCIAL OPERATOR only, not the general public. Public restrooms are available elsewhere. Use of the licensed areas shall at all times conform to the applicable TOWN rules, and may be terminated, modified or restricted by the TOWN in the event of violation of such rules.
2. TERM. The term of this Agreement shall commence on July 1 each year and run through and terminate June 30 each year. The COMMERCIAL OPERATOR shall surrender the Property at the end of the lease term in broom clean condition, normal wear and tear excepted.
3. RENT. At the time of execution, the COMMERCIAL OPERATOR shall pay Eight Hundred Fifty Dollars $(\$ 850.00)$ to the TOWN as rent for the term of this Lease and in consideration for the benefits conveyed herein.
4. DUTIES OF THE COMMERCIAL OPERATOR. The COMMERCIAL OPERATOR shall pay any and all taxes assessed against the personal property of the COMMERCIAL OPERATOR, together with costs and expenses resulting from this Lease and/or its occupation of the Property, except for the cost of providing electricity and grounds maintenance which costs shall be the responsibility of the TOWN. The COMMERCIAL OPERATOR specifically agrees to maintain and clean the Property and the immediate area around the Property, including picking up trash and debris and disposing of same in receptacles provided and designated by the TOWN. The COMMERCIAL OPERATOR shall provide routine maintenance to the Property, including but not limited to routine vacuuming and cleaning, and shall ensure all bills and costs which are the responsibility of the COMMERCIAL OPERATOR are timely paid. The COMMERCIAL OPERATOR shall ensure no liens or other claims are asserted against the Property for work done by or on behalf of the COOPEATIVE.

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

In conducting its business, the COMMERCIAL OPERATOR shall furnish services on a professional, reasonable and non-discriminatory basis. In the event, for any reason, the TOWN has justifiable reason to believe the COMMERCIAL OPERATOR is acting in a discriminatory or otherwise less than professional manner, the TOWN shall provide written notice to the COMMERCIAL OPERATOR and reserves the right to take and/or mandate
reasonable corrective action at the cost and expense of the COMMERCIAL OPERATOR, which action includes requiring changes to personnel at the Property and/or termination of this Lease.
5. NO JOINT VENTURE. The COMMERCIAL OPERATOR, its members, officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not hold themselves out as officers, employees, agents, or volunteers of the TOWN.
6. INDEMNIFICATION and INSURANCE. The COMMERCIAL OPERATOR, by and through its members, shall, at its own expense, defend, indemnify and save harmless the TOWN from all demands, claims, causes of action or judgments, and from all liens, expense and losses that may be incurred, including reasonable attorneys' fees, arising from or out of the performance of this Agreement, except to the extent such loss or claim results from the intentional acts or negligence of the TOWN, its officers, employees, or agents.

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

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

The COMMERCIAL OPERATOR agrees to maintain a minimum of $\$ 1,000,000$ general commercial liability insurance throughout the entire term of this Agreement with the TOWN as a named additional insured and provide the TOWN with an annual Certificate of Insurance at the time this Agreement is signed, and thereafter, from time to time, as may be requested by the Town. The policy shall provide the Town with at least 10 -days written notice prior to cancellation.
7. NO ASSIGNMENT. The COMMERCIAL OPERATOR may not by operation of law or otherwise assign, encumber, mortgage, or sublease this Agreement without the prior approval
and consent of the TOWN, in its sole and absolute discretion, and any such assignment in violation of this provision shall be void and of no effect.
8. This Agreement may be cancelled by the TOWN upon 30 days advance written notice to the COMMERCIAL OPERATOR; if the Board of Selectmen determines that required insurance has not been maintained or that the COMMERCIAL OPERATOR has breached any other condition herein.
9. GENERAL. As used herein, the term COMMERCIAL OPERATOR shall refer to the members thereof.

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

COMMERCIAL OPERATOR:
Name:

Mailing Address:

Phone/Email
Allen Associates
Sea Princess
PO Box 112
Mount Desert, ME 04660

TOWN:
276-5352 seaprincesscruises@gmail.com

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

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

TOWN OF MOUNT DESERT

Witness
Printed Name: $\qquad$
Its:
Town Manager

## COMMERCIAL OPERATOR

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

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Page 6 of 6

## TICKET SALES AGREEMENT

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

WHEREAS, COMMERCIAL OPERATOR is in need of a place for ticket sales and
WHEREAS, TOWN currently owns and operates a marina, information building, and Harbormasters' building in the Village of Northeast Harbor; and

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

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

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

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

The COMMERCIAL OPERATOR is hereby given a non-exclusive license to use the kitchenette and restroom facilities, as depicted on Exhibit A, provided use by the COMMERCIAL OPERATOR shall be by staff, members and volunteers of the COMMERCIAL OPERATOR only, not the general public. Public restrooms are available elsewhere. Use of the licensed areas shall at all times conform to the applicable TOWN rules, and may be terminated, modified or restricted by the TOWN in the event of violation of such rules.
2. TERM. The term of this Agreement shall commence on July 1 each year and run through and terminate June 30 each year. The COMMERCIAL OPERATOR shall surrender the Property at the end of the lease term in broom clean condition, normal wear and tear excepted.
3. RENT. At the time of execution, the COMMERCIAL OPERATOR shall pay Eight Hundred Fifty Dollars $(\$ 850.00)$ to the TOWN as rent for the term of this Lease and in consideration for the benefits conveyed herein.
4. DUTIES OF THE COMMERCIAL OPERATOR. The COMMERCIAL OPERATOR shall pay any and all taxes assessed against the personal property of the COMMERCIAL OPERATOR, together with costs and expenses resulting from this Lease and/or its occupation of the Property, except for the cost of providing electricity and grounds maintenance which costs shall be the responsibility of the TOWN. The COMMERCIAL OPERATOR specifically agrees to maintain and clean the Property and the immediate area around the Property, including picking up trash and debris and disposing of same in receptacles provided and designated by the TOWN. The COMMERCIAL OPERATOR shall provide routine maintenance to the Property, including but not limited to routine vacuuming and cleaning, and shall ensure all bills and costs which are the responsibility of the COMMERCIAL OPERATOR are timely paid. The COMMERCIAL OPERATOR shall ensure no liens or other claims are asserted against the Property for work done by or on behalf of the COOPEATIVE.

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

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and consent of the TOWN, in its sole and absolute discretion, and any such assignment in violation of this provision shall be void and of no effect.
8. This Agreement may be cancelled by the TOWN upon 30 days advance written notice to the COMMERCIAL OPERATOR; if the Board of Selectmen determines that required insurance has not been maintained or that the COMMERCIAL OPERATOR has breached any other condition herein.
9. GENERAL. As used herein, the term COMMERCIAL OPERATOR shall refer to the members thereof.

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

COMMERCIAL OPERATOR:
Name:
Mailing Address:

## ASTICOU CHARTERS

Rick Savage

PO Box 582

Northeast Harbor, ME 04662
Phone/Email $\qquad$

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

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

TOWN OF MOUNT DESERT

Witness
Printed Name: $\qquad$
Its:

## COMMERCIAL OPERATOR

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


Page 6 of 6

## TICKET SALES AGREEMENT

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

WHEREAS, COMMERCIAL OPERATOR is in need of a place for ticket sales and
WHEREAS, TOWN currently owns and operates a marina, information building, and Harbormasters' building in the Village of Northeast Harbor; and

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

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

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

The COMMERCIAL OPERATOR is hereby given a non-exclusive license to use the kitchenette and restroom facilities, as depicted on Exhibit A, provided use by the COMMERCIAL OPERATOR shall be by staff, members and volunteers of the COMMERCIAL OPERATOR only, not the general public. Public restrooms are available elsewhere. Use of the licensed areas shall at all times conform to the applicable TOWN rules, and may be terminated, modified or restricted by the TOWN in the event of violation of such rules.
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reasonable corrective action at the cost and expense of the COMMERCIAL OPERATOR, which action includes requiring changes to personnel at the Property and/or termination of this Lease.
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and consent of the TOWN, in its sole and absolute discretion, and any such assignment in violation of this provision shall be void and of no effect.
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All notices required by or useful under the terms of this Agreement shall be in writing and be deemed delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

COMMERCIAL OPERATOR:
Name:
Beal \& Bunker

Mailing Address:
PO Box 33

Cranberry Isles, ME 04625
Phone/Email
244-3575

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

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

TOWN OF MOUNT DESERT

Witness
Printed Name: $\qquad$
Its:
Town Manager

## COMMERCIAL OPERATOR

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

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Page 6 of 6

## 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


#### Abstract

The special meeting of the Hancock County Commissioners was brought to order by Commissioner Paradis at 8:30 a.m. on Tuesday May 16, 2023. Commissioner Clark, Commissioner Wombacher, 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 accept the Agenda as presented. (Clark/Wombacher 3-0, motion passed)

Public Comment: None
Meeting Minutes:
MOTION: Move to approve the May 2, 2023 Commissioners' Regular Meeting. (Clark/Wombacher 3-0, motion passed)

## ARP:

MOTION: Move to approve contributing $\mathbf{\$ 2 0 0 , 0 0 0}$ from the County's ARPA funds towards the Town of Orland's fiber network project provided they receive the necessary funding from their town, from Consolidated Communications and from the MCA grant. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to deny the Town of Brooklin's request for financial support for their Hale Hill's road project. (Clark/Wombacher 3-0, motion passed)

## Maintenance:

MOTION: Move to approve the employment of Wolf von Pankow of Dedham as a parttime Janitor, effective May 13, 2023 at Step 5A \$16.18. (Clark/Wombacher 3-0, motion passed)

MOTON: Move to enlist the services of Lewis and Malm for architectural services for the Sheriff's Step Project provided the fees do not exceed \$30,000. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the update and repair of the northside property line fence. (Clark/Wombacher 3-0, motion passed)

UT:
MOTION: Move to approve the annual ATV Grant Program for Hancock County for the Airline Riders and Acadia Area ATVer's. (Clark/Wombacher 3-0, motion passed)

## Jail:

MOTION: Move to approve the employment of Brittany Villar of Great Pond as a full-time Corrections Officer, effective May 13, 2023 at Step 9A with full benefits.
(Clark/Wombacher 3-0, motion passed)
MOTION: Move to approve the move of Matthew Saucier from full-time to part-time with no benefits, effective May 13, 2023 at Level 9H. (Clark/Wombacher 2-1, Clark voted no, motion passed)

RCC:
MOTION: Move to approve the employment of Caleb Whitney as a full-time Dispatcher, effective 5/16/2023 at Step 9A \$20.57. (Clark/Wombacher 3-0, motion passed)

Deeds:
MOTION: Move to approve the employment of Samantha Boddy of Eastbrook for a fulltime temporary position with no benefits, to be paid out of G-3021-60. (Clark/Wombacher 3-0, motion passed)

## IT:

MOTION: Move to approve enlisting the services of Mission Broadband to provide research for the Dark Fiber project at a cost of $\$ 5,000$ to be taken from ARPA funds and for the Chair to sign. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the GIS Management agreement with Motorola for a five-year agreement in the amount of up to $\$ 155,979.80$ to be paid from ARPA funds.
(Clark/Wombacher 3-0, motion passed)

## Treasurer:

MOTION: Move to approve moving funds from the Maintenance, County Buildings, Gaccount to the Maintenance Middle Roof Account for payment to GR Roofing for updates to the Middle Roof above the Sheriff's Department. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the transfer of funds from the CRSA 1 G -account, for an upgrade to the HVAC Controls System in the Airport Terminal Building.
(Clark/Wombacher 3-0, motion passed)
Commissioners:
MOTION: Move to go into Executive Session under MRSA Title $1 \S 405$ 6(D) for union contract negotiations. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to adjourn (Clark/Wombacher 3-0, motion passed)
Respectfully submitted,
Patrice Crossman
Clerk

## Partnership Update

June 2, 2023

Dear Members,

We hope you are enjoying the warm weather of the season! We would like to provide you with an update on the due diligence process for Innovative Resource Recovery (Innovative).

On Wednesday night, we received the legal documents pertaining to our potential partnership and have initiated the review process. Prior to finalizing the agreement, we are committed to organizing another Town Hall meeting for our members. This meeting will ensure a comprehensive understanding of the partnership and its implications for members, Municipal Waste Solutions (MWS), and will also address any questions that may arise. To allow our team sufficient time to complete the review and to facilitate the Town Hall meeting, we are considering granting Innovative an extension of our exclusivity partnership.

We will have a Special Board Meeting sometime late next week, which will mostly be held in executive session to review documents. That date will be firmed up first of the week and announced. We also anticipate announcing the date for the Town Hall meeting sometime next week, and we want to assure you that the MRC is striving to conclude this deal within the next few weeks.

Thank you for your continued support. If you have any questions at all, please contact Michael Carroll at 207-664-1700 or execdirector@mrcmaine.org or a MRC Board Member.


# Public Notice: Special Board of Directors Meeting Friday, June 9, 2023 

June 7, 2023

Dear Members,

It has been an eventful few days in our region, with several noteworthy developments taking place. As we approach the anticipated closure of the agreement between the MRC and Innovative Resource Recovery (Innovative) later this month, an important milestone is upon us: our exclusivity period is set to expire tomorrow. In light of this, we have made the decision to extend the exclusivity period on an interim basis so the Board of Directors can convene for a Special Meeting on Friday, June 9.

The purpose of this Special Board of Directors meeting is to consider an additional extension of our exclusivity partnership. We want the additional time because we understand the significance of allowing sufficient time for all necessary meetings and speaking with our members before closing. We will keep you informed of any developments following the meeting as it will mostly be held in executive session.

# PUBLIC NOTICE NOTICE OF PUBLIC MEETING MUNICIPAL REVIEW COMMITTEE, INC. (MRC) SPECIAL BOARD MEETING 

**Virtual Meeting**<br>Special Board Meeting<br>Friday, June 9 11AM-1PM

## Agenda

1. Call to Order
2. Approval of Agenda
3. Executive Session per 1 M.R.S. § 405(6)(E) to consult with M.R.C.'s Legal Counsel Regarding Contractual Rights and Duties
4. Action(s) as a result of executive session, if needed
5. Adjournment

## Participation for the Public

The majority of the Special Meeting will be spent in executive session. The meeting will be accessible to the public via live stream on Facebook, except for the executive session portion of the meeting. The meeting recording will also be uploaded to YouTube.

Should you have any questions, please do not hesitate to reach out to MRC Executive Director Michael Carroll at (207) 664-1700 or execdirector@mrcmaine.org or a MRC Board Member.

## E-mail MRC

## Municipal Review Committee, Inc.

Address:<br>20 Godfrey Drive, Suite 300<br>Orono, ME 04473<br>Phone: 207-664-1700

Municipal Review Committee | 20 Godfrey Drive, Suite 300, Orono, ME 04473
Unsubscribe 29parsonscounty@gmail.com
Update Profile I Constant Contact Data Notice
Sent by municipal.review.committee1@gmail.com powered by

# Public Notice: Town Hall Meeting 

## Wednesday, June 21

June 15, 2023

PUBLIC NOTICE<br>NOTICE OF PUBLIC MEETING<br>MUNICIPAL REVIEW COMMITTEE, INC. (MRC)<br>TOWN HALL MEETING<br>**In Person and Virtual Meeting**<br>Town Hall Meeting<br>Orono Town Office<br>59 Main Street, Orono<br>Wednesday, June 21 at 11AM

## -Open to all interested stakeholders-

The MRC is hosting a virtual Town Hall meeting to review with members Municipal Waste Solutions (MWS), the agreements with our potential partner, and what it all means for reopening the facility and members' solid waste and recycling processing.

Members from Innovative Resource Recovery (Innovative) will also be in attendance to answer questions. MRC will send out to members and post on the website a matrix for high-level item changes within the new agreements with Innovative in the next couple of days. These changes are not fundamental matters but just the results of removing information that is no longer applicable and adding new terms and structure of the MWS and Innovative partnership.

## Participation for the Public

The Town Hall meeting will be held in person at the Orono Town Office. You can also attend virtually by registering here. After registering, you will receive a confirmation email containing information about joining the webinar. There will be a public comment period during the meeting to allow for questions through the Q\&A feature or by promoting attendees as panelists.

The meeting will be accessible to the public via live stream on Facebook. The meeting recording will also be uploaded to YouTube.

Should you have any questions, please do not hesitate to reach out to MRC Executive Director Michael Carroll at (207) 664-1700 or execdirector@mrcmaine.org or a MRC Board Member.

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E-mail MRC
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## Municipal Review Committee, Inc.

Address:
Visit our website
20 Godfrey Drive, Suite 300
Orono, ME 04473
Phone: 207-664-1700

## $f($

## Join Our Mailing List!

## PERC Foreclosure

June 5, 2023

MRC was informed by PERC about the foreclosure situation on late Friday, which was publicized in Saturday's BDN. We immediately offered our assistance in any way possible to facilitate this transaction. We fully comprehend the significance of this situation for all stakeholders involved, including employees, local communities, and environmental advocates.

The MRC is optimistic that they will also find a buyer. Rest assured that we are committed to seeing the partnership with Innovative Resource Recovery and by extension White Oak through to restart the Hampden facility so recycling and solid waste processing in our region can resume.

We recognize the importance of responsible waste management and the need to align any potential actions that impact Maine's solid waste hierarchy goals, ensuring environmental sustainability while supporting the needs of the community. This is why it is more important than ever to restart the Hampden facility to ensure environmental sustainability while meeting the recycling and solid waste processing needs of our region.

If you have any questions at all, please contact Michael Carroll at 207-6641700 or execdirector@mrcmaine.org or a MRC Board Member.

## E-mail MRC

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$f($

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## UNFINISHED BUSINESS

## Harbor Committee Minutes

For
5/9/2023

## Meeting held in NEH and via Zoom, under Robert's Rules of Order

Attending: Savage, Lemoine, Black, Moore, Kimmerley, Jones, Bright, Motenko, Litchfield, Reis, Foster
A. Meeting called to order at 1631
B. Motion by Black to accept the $4 / 11 / 23$ minutes as presented, seconded by Kimmerley. Motion carried.
C. New Business

1. The legal opinion agreed with the Harbormaster regarding the Hadlock mooring transfer, pursuant to 38 M.R.S. 3-3a. The Chair asked that the committee to discuss mooring transfers in the fall.
2. The Seal Harbor working group gave updates on the Seal Harbor pier improvements. They will be meeting with the DEP and Army Core of Engineer's on 5/15/23 at noon. The Harbor master is going to measure to see if adjustments can be made to the floats as presented and discussed during the $1 / 10 / 123$ meeting. If there is room, they will be readjusted in the next two weeks. Motenko noted that the pier wall had been repaired ahead of schedule.
D. Old Business
3. The Marina landscape plan was discussed. The committee did not see any changes or that any of the concerns the committee had were addressed. Motion by Bright to thank the Garden Club for their time and effort, but to reject the marina Landscape Plan as presented, seconded by Savage. Motion carried.
4. The parking sub-committee will be presenting at the next meeting.
5. The South Pier Ramp is to be installed soon and the North Pier construction is delayed until 10/1/23.
Motion by Moore to Adjourn, seconded by Savage. Motion carried at 1718

NEW BUSINESS

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

## MEMO

DATE: June 8, 2023
TO: Board of Selectmen
FROM: Town Clerk Claire Woolfolk
RE: Application Fee for Family or Private Burying Ground

Many landowners elect to establish a burial ground on their property for the purpose of interring family members. Although a license to do so is not needed, such a family burial ground does have to be recorded.

To best guarantee protection of the burial ground as well as ensuring compliance with any local ordinances, Maine Municipal Association recommends that the parcel be recorded with both the County and the Town.

I request that the selectboard consider a $\$ 10.00$ fee for the processing of recording a family or private burial ground in the Town office. Processing these applications are similar to the processing of Business Licenses and Public Space Event applications, and BYOB Liquor applications, all of which we charge $\$ 10.00$ for.

Claire Woolfolk, Town Clerk
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5531 Fax 207-276-3232
E-mail townclerk@mtdesert.org Web Address www.mtdesert.org

## MEMO

DATE: June 8, 2023

## TO: Town Manager and Board of Selectmen

FROM: Town Clerk Claire Woolfolk

## RE: Notary Public Work

It is becoming increasingly difficult to include non-town business notary public duties as part of what we offer to walk-ins. These requests often take away from the time we have to wait on customers with town business and our desk work. Frequently these requests are lengthy and complicated.

Additionally, due to the possibilities of fraudulent transactions and identity theft, we are concemed about placing the Town and ourselves under potential liability. We are often unable to tell if the paperwork presented to us is complete.

Over the last year, we processed more than 100 non-town business notary acts. A cursory look at the Secretary of State's listing of Notary Publics indicates that there are over 100 notaries on the island alone; it would not be difficult for people to locate a notary for their needs.

Many towns no longer provide notary services to the general public and limit the actions to town business only (such as Business Licenses, Motor Vehicle processes, Vital Records, Voter Registration, CEO/Assessor requests, Tax Liens, Treasurer requests, Selectboard documents (GOBs, etc.), any Registry of Deed documents needing to be filed).

I request that the selectboard support a policy of limiting the notary duties to official town business.


# Town of Mount Desert 

Jake Wright, Finance Director
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
financedirector@mtdesert.org

Selectboard,

The Town has one checking account recognized within the General Fund which pays the expenses for all governmental funds. When the general checking account pays an expense applicable to a fund other than the General Fund, an interfund receivable for that amount is established in the General Fund and a corresponding interfund liability is established in the fund for which the expense is applicable. This occurs frequently when expenses are applied to the Town's reserve portfolio. The audited liability from the Reserve Fund to the General Fund as of June 30, 2022 was $\$ 500,142.43$. At their May 9, 2023 meeting, the Investment Committee recommended a transfer from the reserve portfolio to the general operating account in the amount of the audited interfund liability amount of $\$ 500,142.43$ for the fiscal year ended June 30, 2023

Thank you,

## Jake Wright

Finance Director

2023 General Obligation Bond Bids - \$2,550,000
20 Year Term with repayment beginning 7/1/24

|  | 20-year bond, no <br> deposit requirement | 20-year bond, with <br> primary deposit <br> requirement |
| :--- | ---: | :---: |
| Bar Harbor Bank \& Trust | $5.48 \%$ |  |
| First National Bank | $5.67 \%$ |  |
| Machias Savings Bank | $6.61 \%$ | $5.46 \%$ |

# RESOLUTIONS OF THE TOWN OF MOUNT DESERT, MAINE AUTHORIZING ISSUANCE OF ITS $\mathbf{\$ 2 , 5 5 0 , 0 0 0}$ <br> <br> 2023 GENERAL OBLIGATION BOND ANTICIPATION NOTE AND GENERAL <br> <br> 2023 GENERAL OBLIGATION BOND ANTICIPATION NOTE AND GENERAL OBLIGATION BOND 

 OBLIGATION BOND}

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

WHEREAS, the Issuer has previously approved issuing its bond to finance a number of projects approved by the voters of the Town of Mount Desert at the 2023 Town Meeting, specifically, to finance sidewalk repairs, reconstruction of Town tennis and pickleball courts, a parking lot renovation project, a sewer pipe relocation along Route 3 , drainage improvements along Beech Hill Road, and remediation of erosion on Seal Harbor beach, (collectively, the "Project"); and

WHEREAS, the Issuer desires to issue, for purposes of financing the Project, its 2023 General Obligation Bond in the amount of $\$ 2,550,000$ (the "Bond") to pay for so much of the Project as is not financed with funds on hand, or, to pay Project costs incurred before the issuance of the Bond, its General Obligation Bond Anticipation Note in the amount of \$2,550,000 (the "Note");

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

RESOLVED: The issuance, sale and delivery of the Note and/or the Bond are hereby authorized for the purpose of providing funding for the Project. The Note and/or the Bond shall be subject to call and prepayment in whole or in part at any time without penalty, and shall otherwise be in such form and contain such terms and conditions as the Select Board may approve, their signatures on such Note or Bond to evidence such approval.

RESOLVED: The Finance Director of the Town is hereby authorized to arrange the sale of the Note or Bond to Bar Harbor Bank and Trust and to arrange for the preparation of such documents, certificates and other materials as he deems necessary to accomplish the purposes of these resolutions.

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

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

RESOLVED: The Note and the Bond are each hereby designated as "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code to the extent that such designation is available, in the opinion of Bond Counsel;

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

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

APPROVED: June 20, 2023, by the Select Board of the Issuer, at a meeting duly noticed, convened and conducted.

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

# UNITED STATES OF AMERICA <br> STATE OF MAINE 

## TOWN OF MOUNT DESERT

## 2023 GENERAL OBLIGATION BOND

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

## TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$2,550,000)

in annual principal amounts set forth below, together with interest calculated at the rate of $5.48 \%$ per annum on the outstanding principal balance, calculated based on actual elapsed days over a 365-day year, both principal and interest being payable annually to Bar Harbor Bank and Trust, Bar Harbor, Maine.

## Date

July 1, 2024
July 1, 2025
July 1, 2026
July 1, 2027
July 1, 2028
July 1, 2029
July 1, 2030
July 1, 2031
July 1, 2032
July 1, 2033
July 1, 2034
July 1, 2035
July 1, 2036
July 1, 2037
July 1, 2038
July 1, 2039
July 1, 2040
July 1, 2041
July 1, 2042
July 1, 2043

## Principal

\$127,500.00
\$127,500.00
\$127,500.00
\$127,500.00
\$127,500.00
\$127,500.00
\$127,500.00
\$127,500.00
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TOTAL: $\quad \$ 2,550,000$
Both principal and interest will be paid in lawful money of the United States of America at the offices of the Bank. This security is subject to call for redemption, in whole, or in part,
without premium, by delivery of payment to the holder or its nominee, whereupon this security shall be satisfied to the extent of any such Payment.

This Bond is a general obligation of the Town and is being issued to finance a number of projects approved by the voters of the Town of Mount Desert at the 2023 Town Meeting, specifically, to finance sidewalk repairs, reconstruction of Town tennis and pickleball courts, a parking lot renovation project, a sewer pipe relocation along Route 3, drainage improvements along Beech Hill Road, and remediation of erosion on Seal Harbor beach (collectively, the "Project") under the Constitution and Laws of the State of Maine, authority of Title 30-A, Section 5772 of Maine Revised Statutes, as amended, and pursuant to action taken at a town meeting by the voters of the Town on May 2, 2023, and action taken by the Select Board of the Town at a meeting duly called and legally held on June 20, 2023.

It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with, and that this Bond is a valid general obligation of the Town. All acts, formalities and conditions essential to the validity of this Bond have been performed and complied with and this Bond is within every debt and other limit and regulatory authorization prescribed by law or by votes of the Town or its municipal officers.

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

This Bond incorporates by reference the terms and conditions of a certain Commitment Letter between the Town and the Bank dated as of May 31, 2023.

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

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

## [The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Town has caused this Bond to be signed in its name and behalf by its Treasurer and countersigned by a majority at least of the members of its Select Board, with the corporate seal of the Town impressed hereon and attested by the Town Clerk, all as of this $27^{\text {th }}$ day of June, 2023.

## TOWN OF MOUNT DESERT

## By:

Town Treasurer
Countersigned By:
Chairman, Select Board

Select Board member
(SEAL)
Select Board member

Select Board member

Select Board member
Seal attested by:

Town Clerk

## CERTIFICATE OF REGISTRATION OF TRANSFER

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

| Name of <br> Registered Owner <br> or Transferee | Date of <br> Registration <br> of Transfer | Date to <br> Which <br> Interest Paid | Aggregate <br> Principal | Baidance of <br> Paid | $\underline{ }$Pue |
| :--- | :--- | :--- | :--- | :--- | :--- |





# 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: Jake Wright, Finance Director, ATM
Date: June 13, 2023
Re: Station 2 Rental Waiver

I would like to make a request that the Select Board consider waiving the rental fee for Friends of Acadia to use the Seal Harbor fire station community room the evening of Thursday, June 29, 2023.

Friends of Acadia would like to meet with village residents so they can offer information and gather feedback on their proposed plans to provide housing for Acadia National Park staff in Seal Harbor. In my judgment, this is a community-based public service event and therefore should not be subject to rental fees by the Town.

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<br>From: Mike Bender, Fire Chief<br>CC: Jake Wright, Finance Director, ATM<br>Date: June 15, 2023<br>Re: Request for Additional Fire Truck Funding

I would like to make a request that the Board of Selectman consider amending their original motion made by Ms. Dudman and seconded by Mr. Mooers at their September 19, 2022 meeting where it was approved to purchase a Custom Ignitor MVP Rescue Pumper from Ferrara Fire Apparatus at a price of $\$ 913,450.00$. If agreeable, the amended motion should revise the price of the fire truck to $\$ 969,044.00$, a difference of $\$ 55,594.00$.

Cummins, the manufacturer of the engine we ordered with our new truck has oversold the L9 model power plant and may or may not be able to fill all future orders for this particular engine. To further complicate matters, the L9 engine was due to be phased out anyway in the next couple of years, being replaced by a new X 12 engine that will comply with the tighter exhaust emission standards set by the EPA. The X12 engine is also quite a bit larger in size because of the added emission controls.

Because of the overselling, Ferrara has told me that we have a choice of either staying with our original L9 engine, which may or may not be available once construction begins on our order. Or we can authorize a change order which would upgrade the engine specs for our truck to the newer X12 model, which Cummins plans to roll out ahead of schedule due to the L9 backlog issues. Of course, upgrading to the newer model will cost an extra $\$ 55,944.00$. This price increase is not only due to the newer model, but because it also requires a larger cab, front axle, radiator, etc., all to accommodate the larger and heavier engine.

If possible, I would like to avoid any other delays in the delivery of the new fire truck. With one of our apparatuses already out of service due to frame corrosion, further delays in our new delivery may have a negative impact on our operational capabilities. This is the reason I am requesting
the Select Board consider authorizing the change order and the extra funds so we can move forward with the newer model engine.

Thank you.

| $\mathrm{CH} / \mathrm{H} \#$ | H-7179 | DATE: | 6/9/2023 | CHANGE ORDER \# | 1 |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | R: Moun | rtment |  |  |  |

DEALER: Northeast Emergency Apparatus


## AUTHORIZED SIGNATURES:

NOT VALID UNLESS SIGNED BY FERRARA FIRE APPARATUS, INC.

| Dealer or Sales Representative |  | Date |
| :--- | :---: | :---: |
| Customer Signature |  | Date |
| Ferrara Fire Apparatus, Inc. | Date |  |

## TREASURER'S

## WARRANTS

Description
Date Amount
A. Warrants to be Approved and Signed:
Town Invoices

| AP\#2381 | $06 / 21 / 23$ | $241,556.16$ |  |
| :--- | :---: | ---: | ---: |
| AP\#2401 | $07 / 01 / 23$ | $\$$ | $1,207,062.17$ |

\$ 1,448,618.33
B. Authorized Warrants to be Signed: (Wendy needs to abstain)(Prior Electronic or Manual Authorization )Town State Fees \& P/R Benefits

| AP\#2379 | $06 / 07 / 23$ | $\$$ | $52,701.41$ |
| :--- | :--- | :--- | ---: |
| AP\#2380 | $06 / 14 / 23$ | $\$$ | $7,121.91$ |

## Town Payroll

PR\#2328 06/09/23 \$ 150,017.90
\$ 209,841.22
C. Warrants to be Acknowledged:

## School Invoices

## School Payroll

$$
\text { PR\#25 06/09/23 } \$ \quad 121,701.19
$$

## Town Voids

\$ 121,701.19

TOTAL WARRANTS FOR BOS MEETING

## FOR 202313



35,701.00 $396,971.00$ 134,432.28 22,250.00 87,186.00 249,317.00 $134,341.00$ 182,524.00 103,100.00 40,320.00 201,731.00 5,000.00 $\circ$
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| $\begin{aligned} & \text { 06/15/2023 16:09 } \\ & \text { 6905jwri } \end{aligned}$ | $\left\lvert\, \begin{aligned} & \text { Town of Mou } \\ & \text { YEAR-TO-DAT } \end{aligned}\right.$ | sert <br> GET REPORT |  |  |  | $\left\lvert\, \begin{array}{lr} \mathrm{P} & 3 \\ \mathrm{~g} 1 \mathrm{y} \text { tdbud } \end{array}\right.$ |
| FOR 202313 |  |  |  |  |  |  |
| ACCOUNTS FOR: ORIGINAL OAPPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | \% USED |
| 101 Northeast Harbor Marina 622,410.00 | 635,965.00 | 607,550.96 | 0.00 | 0.00 | 28,414.04 | 95.5\% |
| 102 Seal Harbor Marina $11,800.00$ | 11,800.00 | 5,503.82 | 0.00 | 0.00 | 6,296.18 | 46.6\% |
| 3 Bartlett Marina ${ }_{4,600.00}$ | 4,600.00 | 1,064.97 | 0.00 | 0.00 | 3,535.03 | 23.2\% |
| 104 Somes Marina 750.00 | 750.00 | 180.00 | 0.00 | 0.00 | 570.00 | 24.0\% |
| 801 General Obligation $36,036.00$ | 36,036.00 | 36,025.03 | 0.00 | 0.00 | 10.97 | 100.0\% |
| 991 Operating Transfers $\begin{gathered}105,648.00\end{gathered}$ | 105,648.00 | 41,498.00 | 0.00 | 0.00 | 64,150.00 | 39.3\% |
| TOTAL Marina $781,244.00$ | 794,799.00 | 691,822.78 | 0.00 | 0.00 | 102,976.22 | 87.0\% |





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## FOR 202413

ACCOUNTS FOR: 100 General Fund REVISED BUDGET
ACCOUNTS FOR:
ORIGINAL APPROP

|  |  |  |  |  |  | $00^{\circ}$ | munis <br> a tyler erp solution |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { 06/15/2023 16:11 } \\ & \text { 6905jwri } \end{aligned}$ | Town of Mount Desert YEAR-TO-DATE BUDGET REPORT |  |  |  |  |  | $\left\lvert\, \begin{array}{lr} \mathrm{P} & 2 \\ \mathrm{glytdbud} \end{array}\right.$ |
| FOR 202413 |  |  |  |  |  |  |  |
| ACCOUNTS FOR: 100 General Fund |  | YTD EXPENDED | MTD | EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | \% USED |
| 501 Highways |  |  |  |  |  |  |  |
| 2,004,068.00 | 2,004,068.00 | 0.00 |  | 0.00 | 0.00 | 2,004,068.00 | . 0 \% |
| 505 Wastewater Operations | 745,157.00 | 0.00 |  | 0.00 | 0.00 | 745,157.00 | . $0 \%$ |
| 506 Waste Water Treatment |  |  |  |  |  |  |  |
| 415 464,608.00 | 464,608.00 | 0.00 |  | 0.00 | 0.00 | 464,608.00 | . 0 \% |
| 515 Waste Management $743,619.00$ | 743,619.00 | 0.00 |  | 0.00 | 0.00 | 743,619.00 | .0\% |
| 520 Buildings \& Grounds 278,510.00 | 278,510.00 | 0.00 |  | 0.00 | 0.00 | 278,510.00 | . $0 \%$ |
| 525 Parks \& Cemeteries | 278,510.00 |  |  |  |  | 278,510.00 | .0\% |
| 530 environment 60,202.00 | 60,202.00 | 0.00 |  | 0.00 | 0.00 | 60,202.00 | . 0 \% |
| 530 Environmental Sustainability | ity 35,750.00 | 0.00 |  | 0.00 | 0.00 | 35,750.00 | .0\% |
| 605 Recreation 5 |  |  |  |  |  |  |  |
| $5,900.00$ <br> 701 Community Development | 5,900.00 | 0.00 |  | 0.00 | 0.00 | 5,900.00 | . $0 \%$ |
| 701 Community Development | 10,000.00 | 0.00 |  | 0.00 | 0.00 | 10,000.00 | .0\% |
| $\begin{array}{r} 801 \text { General Obligation } \\ 2,203,989.00 \end{array}$ | 2,203,989.00 | 1,207,062.17 |  | 0.00 | 0.00 | 996,926.83 | 54.8\% |
| 851 3rd Party Request Agencies $202,437.00$ | 5 202,437.00 | 0.00 |  | 0.00 | 0.00 | 202,437.00 | .0\% |
| 991 Operating Transfers $\begin{aligned} & \text { 1,084, } 314.00\end{aligned}$ | 1,084,314.00 | 0.00 |  | 0.00 | 0.00 | 1,084,314.00 | . $0 \%$ |
| TOTAL General Fund $14,130,731.00$ | 14,130,731.00 | 1,207,062.17 |  | 0.00 | 0.00 | 12,923,668.83 | 8.5\% |

\% munis

TOWN OF MOUNT DESERT
accounts payable warrant
WARRANT AP\# 2381



| John B Macauley, Chairman |
| :--- |
| Wendy H Littlefield, Vice Chairman |

James F Mooers

$\left\lvert\, \begin{array}{lr}\text { Prash } \\ \text { apcshdsb }\end{array}\right.$ WARRANT NET
$1,108.38$
$3,149.08$
$1,445.00$
BJ
$5,702.46$
$2,792.75$

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250.00
$00 \cdot 05 乙$
573.50
573.50

$1,629.96$
774.94
774.94







INV DATE PO WARRANT $\begin{aligned} & \text { WET } \\ & \text { INVOICE DTL DESC } \\ & \text { apcshdsb }\end{aligned}$

380.00
204.00
$\begin{array}{lll}\circ & \stackrel{n}{\circ} & \stackrel{n}{\circ} \\ \dot{+} & \dot{6} & \dot{0} \\ \stackrel{\circ}{\circ} & n & \text { n }\end{array}$
56.95
$3,450.00$
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$\underset{\sim}{1}$
m

CHECK 2845 TOTAL:
05/26/2023
$\begin{gathered}\text { Scanner } \\ \text { LEASE- } \\ \text { SCANNER }\end{gathered}$
59745 TOTAL:

AP2381
CHECK 318932 TOTAL:
AP2381
CHECK 318933 TOTAL:

05/26/2023
HEAT PUMP REPAIR BJ
GEN REPAIRS \& MA

INVOICE
$\left\lvert\, \begin{aligned} & \text { Town of Mount Desert } \\ & \text { A/P CASH DISBURSEMENTS JOURNAL }\end{aligned}\right.$
TYPE VENDOR NAME
10100
Ckg-BH General Fund 8066
06/15/2023 15:06
69051you
CASH ACCOUNT: 100
CHECK NO CHK DATE

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| - | $\stackrel{1}{\circ}$ | $\cdots$ |  |  |
| $\stackrel{\square}{7}$ | n | $\stackrel{\text { m }}{ }$ | m | m |


 24.29




60.83
60.83


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| $\bigcirc$ | $\bigcirc$ | $\sim$ | $\stackrel{ }{ }$ |
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$1,270.20$
$1,270.20$
742.86
742.86
96.37
96.37
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INVOICE DTL DESC

INVOICE
Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL
10100
TYPE VENDOR NAME Ckg-BH General Fund 8066
$\begin{array}{crrrr}318941 & 06 / 21 / 2023 \text { PRTD } & 1792 \text { CONSOLIDATED COMMUNICATIONS INC } & 060323 \\ \text { Invoice: } 060323 & & 60.83 & 1221000 & 55120\end{array}$
CASH ACCOUNT: 100
CHECK NO CHK DATE

## 06/15/2023 15:06 6905lyou


WARRANT NET

WARRANT
CHECK 318947 TOTAL：
 AP2381

CHECK 318949 TOTAL：
$05 / 22 / 2023$
CELL PHONE BILL BJ
CELL PHONES
STNOHA TTG
CHECK
$05 / 22 / 2023$
Monthly cell \＆data bill
CELL PHONES
Cent

196.15
196.15

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96.37
383.47
383.47
427.43
427.43


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INV DATE PO WARRANT
INVOICE DTL DESC とて0Z8てso عZ0Z8Zso 0عIGS ZSSOSSI Lぁ・ع8\＆
 $05 / 22 / 2023$
Internet Hot Spots
EMAIL／INTERNET

CHECK 318950 TOTAL：
 and Data Through 05222023
CELL PHONES
CELL PHONES CELL PHONES

87949 EMAIL／INTERNET
หังษค
：TYLOL TS68TE
AP2381
52 TOTAL：
AP2381

AP 2381

## INVOICE

 $\left\lvert\, \begin{aligned} & \text { Town of Mount Desert } \\ & \text { A／P CASH DISBURSEMENTS JOURNAL }\end{aligned}\right.$TYPE VENDOR NAME
Ckg－BH General Fund
8066
CASH ACCOUNT： 100
CHECK NO CHK DATE
06／15／2023 15：06
69051you
318948 06／21／2023 PRTD 1984 FIRSTNET
Invoice： 05282023


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SLOdSLOH－LANLSYIG 699Z
$31895006 / 21 / 2023$ PRTD
Invoice： 05282023
318951 06／21／2023 PRTD

AP2381


प्रวฐН
$\begin{gathered}06 / 09 / 2023 \\ \text { Coffee delivery } 060923 \\ \text { OFFICE SUPPLIES }\end{gathered}$

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51.80144011053000

$31895206 / 21 / 2023$ PRTD
Invoice： 05282023
$31895306 / 21 / 2023$ PRTD
Invoice： 000635 Invoice： 000635

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

51.80
65.00
65.00
$2,183.50$
$2,183.50$
985.29
985.29
11.94
49.80
11.99
181.50
214.25
$1,358.30$
$1,827.78$

06／15／2023 15：06
6905lyou CASH ACCOUNT： 100
CHECK NO CHK DATE TYPE VENDOR NAME $65.00 \quad 1440800 \quad 53000$

 $2,183.50 \quad 1552000 \quad 54260$ OOもGG OOTOGST 6て・G86
Sعと6てS8 6SLSஏ99 XNZ 11.94155055253900 0LG0ロ99 カロऽโG99 $11.991440330 \quad 53000$ 6653454 OELEG OOTOGST OG•T8T
 00ヵG 00t0t09 sて・ぁtて HAMMOND LUMBER COMPANY 6681225 $1,358.30 \quad 1440800 \quad 55400$ Town of Mount Desert
A／P CASH DISBURSEMENTS JOURNAL TYPE VENDOR NAME Lも066
$2 ヶ 183.501552000$ $985.291550100 \quad 5540$ बTGIAYIZA d H LOZ
 318954 06／21／2023 PRTD
Invoice： 99047 Invoice： 99047



Invoice： 6640570
ØロऽTG99 ：əつṬO＾UI Invoice： 665154

Invoice： 6653454
Invoice： 6653454
Invoice： 6665053
乌ててT899 ：əدт̣O＾UI
57.00
57.00
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$00 \cdot 89$ Z
$16,473.94$
$83,890.60$
$100,364.54$
742.93
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110.00
110.00
220.00 $\begin{array}{lc}187(2023) \& & \\ \text { CHECK } & 318958 \text { TOTAL：} \\ \text { O23 } & \\ \text { APCe } 2381 \\ \text { ANCE } & \\ \text { CHECK } & 318959 \text { TOTAL：}\end{array}$ โ8をてd甘 とて0て／8T／ォ0
 Construction－Budget
Retainage Payable
$05 / 31 / 2023$$\quad$ AP2381 Construction－Budget
Retainage Payable
CHECK 318960 TOTAL：

| INC | 104980 | $06 / 02 / 2023$ |
| :--- | :---: | :---: |
| 742.93 | $6010100 \quad 55225$ | repair bad gas <br> BOAT REPAIRS－KW |

318961 TOTAL：

AP 2381
をてOZ／60／90 LE900
$25.00 \quad 1220660 \quad 54200 \quad$ MEMBERSHIP DUES

421 MAINE FIRE PROTECTION
sITロ9
24560
App\＃ 20 VCI
$9 \quad 57710$
24560
JORDAN \＆SONS CONSTRUCTION I App\＃19
गTT
INVOICE
Town of Mount Desert
A／P CASH DISBURSEMENTS JOURNAL
10100
TYPE VENDOR NAME Ckg－BH General Fund 8066 DISCHARGE ACCT
DEED SVCS
Od धुખ゙a
INVOICE DTL DESC
AP2381
\＃187（2023）\＆ACCT\＃1109（2022／2023）
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‘‘GN THNOIL甘NYGUNI GกH 9LTT
$31895806 / 21 / 2023 \mathrm{PRTD}$
Invoice： 061423
CASH ACCOUNT： 100
CHECK NO CHK DATE

## 06／15／2023 15：06 6905lyou

318959 06／21／2023 PRTD
Invoice： $2023-2024 \mathrm{MM}$ Invoice：2023－2024MMA

IDム OZ\＃dd甘 ：ə．ȚOムUI
$31896106 / 21 / 2023$ PRTD
Invoice： 104980
318962 06／21／2023 PRTD
$31896306 / 21 / 2023$ PRTD
Invoice： 00637




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$241,556.16$


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| $169,500.85$ |
| ---: |
| $411,057.01$ |

411, 057.01

| DEBIT | CREDIT |
| ---: | ---: |
|  |  |
| $72,055.31$ | $241,556.16$ |
| 28.79 |  |
| $20,513.11$ |  |
| $2,465.43$ |  |
| $241,556.16$ |  |

$241,556.16$
28.79
$28.79 \quad 28.79$
$140,513.11$
$140,513.11$

26,465.43
$2,493.52$


| DEBIT |
| :---: |
| $\begin{array}{r} 72,055.31 \\ 28.79 \\ 140,513.11 \\ 26,465.43 \\ 2,493.52 \end{array}$ |
| $241,556.16$ $28.79$ |
| $\begin{array}{r} 28.79 \\ 140,513.11 \end{array}$ |
| $\begin{array}{r} 140,513.11 \\ 26,465.43 \end{array}$ |
| $\begin{array}{r} 26,465.43 \\ 2,493.52 \end{array}$ |
| 2,493.52 |


** END OF REPORT - Generated by Lisa Young **
TOWN OF MOUNT DESERT
accounts payable warrant
WARRANT AP\# 2401
CHECK DATE:

| \$ 1,207,062.17 |  | Check payments |
| :---: | :---: | :---: |
| \$ | - | Electronic payments |
| \$ | - | ACH Payments |
| \$ | - | Voided Checks |




| John B Macauley, Chairman |
| :--- |
| Wendy H Littlefield, Vice Chairman |

James F Mooers

$\begin{array}{lr}\text { P } & 1 \\ \text { apcshdsb }\end{array}$
NET
$75,197.58$
$132,988.52$
$132,988.52$
$390,166.49$
51,633.90
34,432.40
$\stackrel{\bullet}{N}$
$\stackrel{n}{n}$
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424,547.96
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NET
$1,207,062.17$
$1,207,062.17$
:THLOL 9L68TE X习'HHD
*** CASH ACCOUNT TOTAL ***

$$
\frac{\text { COUNT }}{1} \frac{\text { AMOUNT }}{1,207,062.17}
$$

$$
\begin{aligned}
& \frac{\text { AMOUNT }}{1,207,062.17} \\
& \text { *** GRAND TOTAL *** } 1,207,062.17
\end{aligned}
$$



TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT
WARRANT AP\# 2379
TOTAL DISBURSEMENTS: \$ 52,701.41
This is to certify that there is due and chargeable to the appropriations listed above the sum set against each name and you are directed to pay unto the parties named in this schedule.


| John B Macauley, Chairman |
| :--- |
|  |
| James F Mooers |

Selectmen:
TOWN OF MOUNT DESERT

## WARRANT PR\# 2328

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

| John B Macauley, Chairman |  |
| :--- | :--- |
|  |  |
| James F Mooers |  |


| From: | Rick Mooers |
| :--- | :--- |
| To: | Lisa Young |
| Subject: | Re: Warrant AP\#2379 \& PR\#2328 Approval Request |
| Date: | Tuesday, June 6, 2023 3:56:12 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.

## approved

Sent from my iPhone

On Jun 6, 2023, at 2:56 PM, Lisa Young [financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org) wrote:

Greetings,

Attached are the following warrants for approval:

| Accounts Payable | $\# 2379$ | total of | $\$ 52,701.41$ |
| :--- | :---: | :---: | :---: |
| Payroll | $\# 2328$ total of | $\$ 150,017.90$ |  |

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)

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<4- AP2379.pdf>
<11-PR2328.pdf>
TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT

## WARRANT AP\# 2380 <br> CHECK DATE: <br> June 14, 2023

| CHECK NUMBER: | $\mathbf{3 1 8 9 3 1}$ |
| ---: | :---: |
| CHECK NUMBER: | N/A |
| EFT NUMBER: | N/A |
| EFT or CK NUMBER: | N/A |

TOTAL DISBURSEMENTS: $\mathbf{\$ 7 , 1 2 1 . 9 1}$
This is to certify that there is due and chargeable to the appropriations listed above the sum set against each name and you are directed to pay unto the parties named in this schedule.


| John B Macauley, Chairman |
| :--- |
|  |
| James F Mooers |

Selectmen:

| From: | Rick Mooers |
| :--- | :--- |
| To: | Lisa Young |
| Subject: | Re: Warrant AP\#2380 State Fees/Payroll Benefits |
| Date: | Wednesday, June 14, 2023 5:41:59 AM |

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.

## Approved!

On Jun 13, 2023, at 2:11 PM, Lisa Young [financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org) wrote:
Greetings,
Attached is Accounts Payable Warrant \#2380 (for Payroll and/or State Fees) in the amount of \$7,121.91 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)

FOIA NOTICE~~~~~~~~~~~~~~~~~~~~~~

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law.

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Minimum Check Amount: $\$ 0.00$
Sorted By: Check Number

| Check \# | Check Date | Code | Name | Chk Grp | Gross Pay | Net Pay | Direct Deposit | Check Amt | Void |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 06/09/2023 | IRS | INTERNAL REVENUE SERVIC |  | 16,493.77 | 16,493.77 | 0.00 | 0.00 |  |
|  | 06/09/2023 | STAT | TREASURER, STATE OF MAIN |  | 5,586.00 | 5,586.00 | 0.00 | 0.00 |  |
| 49991 | 06/09/2023 | 606 | PAUL BODNER | 1 | 236.25 | 218.17 | 0.00 | 218.17 |  |
| 49992 | 06/09/2023 | 27 | HOLLY A. COZZI-BURR | 1 | 240.00 | 236.52 | 0.00 | 236.52 |  |
| 49993 | 06/09/2023 | 498 | MEGAN C. HOWELL | 1 | 300.00 | 277.05 | 0.00 | 277.05 |  |
| 49994 | 06/09/2023 | 93 | GAIL S. MARSHALL | 1 | 200.00 | 184.70 | 0.00 | 184.70 |  |
| 49995 | 06/09/2023 | 616 | MARINA J. MCGARR | 1 | 300.00 | 277.05 | 0.00 | 277.05 |  |
| 49996 | 06/09/2023 | 603 | ABBIE PAPPAS | 1 | 2,471.40 | 2,190.50 | 0.00 | 2,190.50 |  |
| 49997 | 06/09/2023 | 599 | SCOTT T. GRIERSON | 1 | 2,414.00 | 1,939.88 | 0.00 | 1,939.88 |  |
| 49998 | 06/09/2023 | 496 | BRIAN L. HENKEL | 1 | 300.00 | 277.05 | 0.00 | 277.05 |  |
| 49999 | 06/09/2023 | 612 | JARROD KUSHLA | 1 | 200.00 | 184.70 | 0.00 | 184.70 |  |
| 50000 | 06/09/2023 | 409 | JENNICA L. PIECUCH | 1 | 200.00 | 184.70 | 0.00 | 184.70 |  |
| 50001 | 06/09/2023 | 497 | JAMES WHITEHEAD | 1 | 200.00 | 184.70 | 0.00 | 184.70 |  |
| 50002 | 06/09/2023 | 308 | Gloria A. Delsandro | 1 | 4,193.42 | 3,145.17 | 3,145.17 | 0.00 |  |
| 50003 | 06/09/2023 | 491 | SANDRA G. BOYCE | 1 | 1,711.99 | 971.60 | 971.60 | 0.00 |  |
| 50004 | 06/09/2023 | 477 | ANGELIQUE E. HODGDON | 1 | 1,938.40 | 1,071.60 | 1,071.60 | 0.00 |  |
| 50005 | 06/09/2023 | 149 | MARIAH D. BAKER | 1 | 2,851.17 | 2,287.97 | 2,287.97 | 0.00 |  |
| 50006 | 06/09/2023 | 266 | JULIANNA R. BENNOCH | 1 | 2,894.46 | 2,148.66 | 2,148.66 | 0.00 |  |
| 50007 | 06/09/2023 | 43 | SARAH R. DUNBAR | 1 | 3,438.42 | 2,486.93 | 2,486.93 | 0.00 |  |
| 50008 | 06/09/2023 | 63 | HEATHER M. GRaves | 1 | 9,625.92 | 6,559.67 | 6,559.67 | 0.00 |  |
| 50009 | 06/09/2023 | 65 | GAYLE M. GRAY | 1 | 2,779.07 | 1,961.92 | 1,961.92 | 0.00 |  |
| 50010 | 06/09/2023 | 293 | Amy L. James | 1 | 2,894.46 | 2,232.43 | 2,232.43 | 0.00 |  |
| 50011 | 06/09/2023 | 90 | REBECCA A. JARVIS | 1 | 3,586.30 | 2,694.33 | 2,694.33 | 0.00 |  |
| 50012 | 06/09/2023 | 487 | BENJAMIN MACKO | 1 | 4,114.52 | 3,030.61 | 3,030.61 | 0.00 |  |
| 50013 | 06/09/2023 | 237 | JUSTIN B. NORWOOD | 1 | 8,894.92 | 6,180.15 | 6,180.15 | 0.00 |  |
| 50014 | 06/09/2023 | 508 | CATHY T. OEHMKE | 1 | 2,942.53 | 2,179.05 | 2,179.05 | 0.00 |  |
| 50015 | 06/09/2023 | 120 | KARENL. SHARPE | 1 | 3,423.71 | 2,395.37 | 2,395.37 | 0.00 |  |
| 50016 | 06/09/2023 | 502 | MARIA E. SIMPSON | 1 | 3,058.73 | 2,451.64 | 2,451.64 | 0.00 |  |
| 50017 | 06/09/2023 | 404 | KERRY L. TAYLOR | 1 | 6,106.46 | 4,430.24 | 4,430.24 | 0.00 |  |
| 50018 | 06/09/2023 | 459 | SHANNON L. WESTPHAL | 1 | 2,161.03 | 1,644.44 | 1,644.44 | 0.00 |  |
| 50019 | 06/09/2023 | 91 | JUDITH CULLEN | 1 | 2,292.96 | 1,687.65 | 1,687.65 | 0.00 |  |
| 50020 | 06/09/2023 | 146 | CECILIA R. GARRITY | 1 | 1,363.17 | 831.81 | 831.81 | 0.00 |  |
| 50021 | 06/09/2023 | 92 | ABIGAIL A. HARMON | 1 | 1,852.11 | 1,383.41 | 1,383.41 | 0.00 |  |
| 50022 | 06/09/2023 | 503 | RACHEL M. SINGH | 1 | 3,376.96 | 2,606.94 | 2,606.94 | 0.00 |  |
| 50023 | 06/09/2023 | 504 | CRISTINA DEVORA | 1 | 1,736.73 | 1,235.40 | 1,235.40 | 0.00 |  |
| 50024 | 06/09/2023 | 292 | TARA MCKERNAN | 1 | 3,438.00 | 2,652.90 | 2,652.90 | 0.00 |  |
| 50025 | 06/09/2023 | 335 | CYNTHIA A. LAMBERT | 1 | 3,086.76 | 1,831.01 | 1,831.01 | 0.00 |  |
| 50026 | 06/09/2023 | 238 | WENDELL L. OPPEWALL | 1 | 1,641.50 | 979.61 | 979.61 | 0.00 |  |
| 50027 | 06/09/2023 | 52 | WANDA J. FERNALD | 1 | 2,779.07 | 1,953.83 | 1,953.83 | 0.00 |  |
| 50028 | 06/09/2023 | 602 | REBEKAH E. SARTIN | 1 | 1,140.99 | 646.94 | 646.94 | 0.00 |  |
| 50029 | 06/09/2023 | 623 | TRACY HICKS | 1 | 245.00 | 226.26 | 226.26 | 0.00 |  |
| 50030 | 06/09/2023 | 622 | GISELLE F. TODD | 1 | 300.00 | 272.70 | 272.70 | 0.00 |  |
| 50031 | 06/09/2023 | 314 | ANDREW J. CARLSON | 1 | 4,406.07 | 3,359.17 | 3,359.17 | 0.00 |  |
| 50032 | 06/09/2023 | 601 | ELIZA M. HOPKINS | 1 | 1,536.20 | 1,112.24 | 1,112.24 | 0.00 |  |
| 50033 | 06/09/2023 | 337 | AMBER G. CHARRON | 1 | 2,293.61 | 1,729.20 | 1,729.20 | 0.00 |  |
| 50034 | 06/09/2023 | 240 | JEANNE C. OTT | 1 | 2,942.53 | 2,014.27 | 2,014.27 | 0.00 |  |
| 50035 | 06/09/2023 | 313 | ANDREA W. HOWELL | 1 | 2,142.42 | 1,751.87 | 1,751.87 | 0.00 |  |
| 50036 | 06/09/2023 | 613 | BROOKE L. DAMON | 1 | 951.03 | 652.00 | 652.00 | 0.00 |  |
| 50037 | 06/09/2023 | 611 | DANIELLE EMMONS | 1 | 1,385.62 | 772.12 | 772.12 | 0.00 |  |
| 50038 | 06/09/2023 | 608 | EMMA JONES | 1 | 1,034.36 | 825.14 | 825.14 | 0.00 |  |
| 50039 | 06/09/2023 | 291 | PATRICIA A. KELLEY | 1 | 1,657.60 | 1,101.99 | 1,101.99 | 0.00 |  |
| 50040 | 06/09/2023 | 490 | ANNA D. MONTE | 1 | 2,549.77 | 1,667.05 | 1,667.05 | 0.00 |  |
| 50041 | 06/09/2023 | 610 | VIVIENNE R. PREDOCK | 1 | 1,155.94 | 963.03 | 963.03 | 0.00 |  |
| 50042 | 06/09/2023 | 350 | ANNA E. SILVER | 1 | 1,350.05 | 1,061.52 | 1,061.52 | 0.00 |  |

# Mount Desert School Department PAYROLL WARRANT REGISTER 

| Check \# | Check Date | Code | Name | Chk Grp | Gross Pay | Net Pay | Direct Deposit | Check Amt | Void |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 50043 | 06/09/2023 | 507 | DANIELLE A. STANLEY | 1 | 1,139.38 | 1,052.22 | 1,052.22 | 0.00 |  |
| 50044 | 06/09/2023 | 331 | RUSSELL W. GRAY | 1 | 1,543.18 | 1,293.34 | 1,293.34 | 0.00 |  |
| 50045 | 06/09/2023 | 302 | Carlos F. Rosales | 1 | 1,727.36 | 1,152.20 | 1,152.20 | 0.00 |  |
| 50046 | 06/09/2023 | 501 | MICHAEL J. TINKER | 1 | 2,385.30 | 1,631.68 | 1,631.68 | 0.00 |  |
| 50047 | 06/09/2023 | 463 | RENE L. BECKER | 1 | 1,754.40 | 1,335.75 | 1,335.75 | 0.00 |  |
| 50048 | 06/09/2023 | 499 | BOBBIE JO DAY | 1 | 1,671.20 | 1,260.55 | 1,260.55 | 0.00 |  |
| 50049 | 06/09/2023 | 74 | LEON E. SARGENT | 1 | 2,338.43 | 1,648.00 | 1,648.00 | 0.00 |  |
| 50050 | 06/09/2023 | 476 | BRUCE L. TRIPP | 1 | 695.36 | 616.17 | 616.17 | 0.00 |  |
| 50051 | 06/09/2023 | 18 | JANICE P. CARROLL | 1 | 1,480.38 | 1,053.61 | 1,053.61 | 0.00 |  |
| 50052 | 06/09/2023 | 485 | TASHA L. HIGGNS | 1 | 1,798.37 | 1,233.04 | 1,233.04 | 0.00 |  |
|  |  |  |  |  | 158,948.74 | 121,701.19 | 93,466.40 | 6,155.02 |  |


| Check Authorization Summary |  |  |  |
| :---: | :---: | :---: | :---: |
| Type | Description | Count | Amount |
| Employee | Checks | 11 | 6,155.02 |
|  | Voided Checks | 0 | 0.00 |
|  | Direct Deposits (Fully Distributed) | 51 | 93,466.40 |
|  | ACH Employee Credits | 51 | 93,466.40 |
|  | ACH Employee Debits (Voids) | 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 | 22,079.77 |

# Mount Desert School Department <br> PAYROLL WARRANT REGISTER 

| Check \# Check Date Code | Name $\quad$ Chk Grp Gross Pay | Net Pay Direct Deposit Check Amt Void |
| :--- | :--- | :--- | :--- | :--- |



FINANCE OFFICER

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[^0]:    $\left\lvert\, \begin{aligned} & \text { Town of Mount }{ }_{\text {YEAR-TO-DATE }} \text { DUDGETt }\end{aligned}\right.$

    06/15/2023 16:09

