

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

## Regular Meeting

Monday, November 20, 2023
Location: Board Members Town Office Conference Room; Public via Zoom - see final page for connection details. Per Maine CDC, COVIID transmission rate is LOW; masks are not required.
I. Call to order at 6:30 p.m.

Public please hold comments until the 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 November 6, 2023 meeting
III. Appointments/Recognitions/Resignations
A. Consider appointment of Megan Bailey to the Comprehensive Planning Committee
B. Consider appointment of Kathleen Miller to the Comprehensive Planning Committee
C. Request appointment of Gail Marshall as Regular Member of the Planning Board
D. Accept resignation of Dave Ashmore from the LUZO Committee
E. Accept resignation of Dave Ashmore from the Planning Board
F. Accept resignation of Thomas Wallace from the Mount Desert Fire Department as the Assistant Fire Chief and On-Call Firefighter effective November 23, 2023.
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. Hancock County Commissioners Special Meeting Minutes from October 17, 2023
B. Hancock County Budget Advisory Committee 2024 Budget Estimates Informational Meeting - Tuesday, November 21, 2023
V. Selectboard's Reports

## VI. Unfinished Business

A. Location of 2024 Open Floor ATM

## VII. New Business

A. Request authorization to release and approve the expenditure of funds not to exceed \$60,437.47 from Police Department Capital Reserve account \#4040100-24405. Funds will purchase a 2023 Ford Police Interceptor from Quirk Auto Group, Augusta in the amount of $\$ 52,415.00$ without a trade and an in-car camera system from Watchguard in the amount of \$8,022.47 to be installed in this cruiser

## New Business continued

B. Consider approval of the creation of the position of "Foreman" within the Public Works Department at the hourly rate of $\$ 29.51$ per hour and a six-month probationary rate of $\$ 29.56$ per hour and inclusion of the position in the Collective Bargaining Agreement with Teamsters Local 340
C. Consider authorization for the Fire Chief to sign and execute a Master Service Agreement with Consolidated Communications, Inc. to install a fiber line to the Somesville fire station for internet access
D. Review of Capital Improvement Plan
VII. Other Business (Addendum items may be considered at the Selectboard's discretion via majority vote to do so under Other Business or out of order.)
A. Such other business as may be legally conducted

## IX. Treasurer's Warrants

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

| Town Invoices | AP\#2432 | $11 / 21 / 23$ | $\$ 204,220.18$ |
| :--- | :---: | :---: | ---: |
| Total |  |  | $\mathbf{\$ 2 0 4 , 2 2 0 . 1 8}$ |

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

| State Fees \& PR <br> Benefits | AP\#2430 | $11 / 08 / 23$ | $\$ 4,606.99$ |
| :--- | :--- | ---: | ---: |
|  | AP\#2431 | $11 / 15 / 23$ | $\$ 46,377.58$ |
| Town Payroll | PR\#2412 | $11 / 09 / 23$ | $\$ 159,485.29$ |
| Total |  |  | $\mathbf{\$ 2 1 0 , 4 6 9 . 8 6}$ |

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

| School Invoices |  |  | $\$ 0$ |
| :--- | :--- | :--- | ---: |
| School Payroll | PR\#10 | $11 / 10 / 23$ | $\$ 96,778.62$ |
| Voided |  |  | $\$ 0$ |
| Disbursements |  |  | $\mathbf{\$ 9 6 , 7 7 8 . 6 2}$ |
| Total |  |  |  |


| Grand Total |  |  | $\$ 511,468.66$ |
| :--- | :--- | :--- | :--- |

## X. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., Monday, December 4, 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)
Dial by your location
+1 3126266799 US (Chicago)
+1 4086380968 US (San Jose)
+1 6468769923 US (New York)
+1 6699006833 US (San Jose)
+13017158592 US (Germantown)
+1 2532158782 US (Tacoma)
+1 3462487799 US (Houston)
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 November 6, 2023 

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

Town Officials Present: CEO Kimberly Keene, Town Manager Durlin Lunt, Tax Assessor Kyle Avila, Public Works Director Brian Henkel, Deputy Treasurer Lisa Young

Members of the Public were also in attendance via Zoom.

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

The Meeting was called to order at 6:00p.m.

## II. Executive Session

A. Pursuant to 1 MRS§405(6)(E) - Consultation between the Board and its attorney concerning the rights and duties of the Board, in a pending Code Enforcement matter
MOTION: Ms. Dudman moved, with Mr. Wood seconding, to go into Executive Session. Motion approved 5-0.

The Board entered into Executive Session at 6:00p.m.
MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, to leave Executive Session and return to the meeting.
Motion approved 5-0.
The Board returned to the meeting at $6: 19$ p.m.
MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, pursuant to the discussion held in Executive Session, authorizing the Code Enforcement Officer to pursue enforcement action consistent with 7.9 of the Land Use Zoning Ordinance regarding the matters discussed.
Motion approved 5-0.

## III. Minutes

A. Approval of Minutes from October 16, 2023 meeting

MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of the Minutes of October 16, 2023 as presented.
Motion approved 5-0.

## IV. Appointments/Recognitions/Resignations <br> A. Request appointment of Mae Wyler as Director of Finance effective November 13, 2023

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, approval of appointment of Mae Wyler as Director of Finance effective November 13, 2023, with enthusiasm.

Town Manager Lunt thanked Deputy Treasurer Lisa Young for her help during the search.
Motion approved 5-0.

> B. Request appointment of Joseph Accomando as full time Building and Grounds effective on or before November 07, 2023, and, that he be appointed at the probationary rate of pay of $\$ 23.28$ per hour, increasing to $\$ 24.50$ per hour after successfully completing the six-month probationary period

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, appointment of Joseph Accomando as full time Building and Grounds effective on or before November 07, 2023, and, that he be appointed at the probationary rate of pay of $\$ 23.28$ per hour, increasing to $\$ 24.50$ per hour after successfully completing the six-month probationary period as presented. Motion approved 5-0.
> C. Request appointment of Todd Dailey Jr. to the vacant full time Refuse Packer Driver position effective on or after November 07, 2023, at the six-month probationary rate of $\$ 22.72$ per hour, and increasing to $\$ 23.92$ per hour after successfully completing the six-month probationary period

MOTION: Ms. Dudman moved, with Mr. Wood seconding, appointment of Todd Dailey Jr. to the vacant full time Refuse Packer Driver position effective on or after November 07, 2023, at the six-month probationary rate of $\$ 22.72$ per hour, and increasing to $\$ 23.92$ per hour after successfully completing the six-month probationary period as presented.
Motion approved 5-0.
D. Request appointment of Gail Marshall as Regular Member of the Planning Board
E. Accept resignation of Dave Ashmore from the Planning Board

It was noted that per the email received regarding Items D and E , it was not clear whether Planning Board Member David Ashmore had resigned yet. Manager Lunt agreed the Board should wait to act until Mr. Ashmore's resignation was confirmed.

MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, to table Items D and E of the Agenda.
Motion approved 5-0.

## V. Consent Agenda

A. Department Reports: Highway, Buildings \& Grounds, and Waste Management
B. Hancock County Commissioners Meeting Minutes from October 3, 2023
C. State Valuation Report

MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, acceptance of the Consent Agenda as presented.
Motion approved 5-0.

## VI. Selectboard's Reports

Ms. Littlefield inquired about the Human Resources position. Manager Lunt reported the position is still employed with the Town of Bar Harbor, even though Human Resources employee Zachary Harris no longer lives locally. The position was initially envisioned as a remote position. Manager Lunt felt the system continues to work well, and he remains in regular communication with Mr. Harris.

Mr. Mooers inquired about progress filling the position of Police Chief. Manager Lunt reported that he anticipated an announcement at the next Selectboard meeting. Final hiring details are in the process of being worked out.

Chair Macauley reported that he and Town Manager Lunt met with Public Works Director Brian Henkel (in his role as School Committee member) and Superintendent Mike Zboray at the high school to discuss nominating a community member for the Consolidation Planning Committee. Sarah March was suggested. She has children in the school system and is an Ed Tech in the school system. Public Works Director Henkel is involved as a School Committee member. Ms. March would be a second Mount Desert resident as a member. The Committee size is 18 members.

MOTION: Ms. Dudman moved, with Mr. Mooers seconding, to invite Ms. March to serve in the position of Consolidation Planning Committee member.
Motion approved 5-0.

## VII. Unfinished Business

A. Review and accept bid from Atlantic Landscape Construction for Seal Harbor Beach stabilization and authorize Public Works Director to contract for same on behalf of Town
MOTION: Mr. Mooers moved, with Ms. Dudman seconding, acceptance of the bid Atlantic Landscape Construction for Seal Harbor Beach stabilization and authorizing Public Works Director Henkel to contract for same on behalf of Town as presented.
Motion approved 5-0.

## VIII. New Business

A. Consideration of retaining the services of the Vortex Company to apply a geopolymer coating to the Gilpatrick Cove pump station's wet well that will restore its structural integrity at a cost of $\$ 24,400$ with said funds to be used from the Wastewater Capital Reserve Account Number 4050500-24501 that has an approximate balance of $\$ 124,744$ with a prior encumbrance of $\$ 25,250$ for FY24 Inspection Services leaving, if approved, an unencumbered balance of $\$ 75,094$ in the reserve account and request authorization for Wastewater Superintendent Montague to execute all necessary documents on behalf of the Town
MOTION: Mr. Mooers moved, with Ms. Dudman seconding, retaining the services of the Vortex Company to apply a geopolymer coating to the Gilpatrick Cove pump station's wet well that will restore its structural integrity at a cost of $\$ 24,400$ with said funds to be used from the Wastewater Capital Reserve Account Number 4050500-24501 that has an approximate balance of $\$ 124,744$ with a prior encumbrance of $\$ 25,250$ for FY24 Inspection Services leaving, if
approved, an unencumbered balance of $\$ 75,094$ in the reserve account and request authorization for Wastewater Superintendent Montague to execute all necessary documents on behalf of the Town as presented.
Motion approved 5-0.

## B. Discuss location of the 2024 Open-floor Town Meeting

Manager Lunt asked the Board to consider using the Mount Desert Elementary School as the 2024 Town Meeting site. Because the short-term rental discussion will likely be on the agenda, there could be a large crowd in attendance.

Ms. Dudman asked what attendance numbers were for the last high-interest discussion. She'd prefer the meeting to occur at the Neighborhood House if possible, but if participation is expected to exceed maximum allowed occupancy then it should be moved. Manager Lunt agreed to find out the attendance numbers. Ms. Dudman agreed to speak with the Neighborhood House regarding occupancy.

## C. Boston Post Cane recipient search

Manager Lunt reported that Ms. Nolf, the recipient of the last cane, passed away. A search for a new recipient is underway.

Ms. Littlefield suggested Dottie Renault. Manager Lunt knew of a Ms. Walton living in Bar Harbor. It was noted that the recipient must have been a resident of Mount Desert for a principal portion of their life, but it doesn't have to be someone currently living in Mount Desert. Manager Lunt agreed to discuss it with Town Clerk Woolfolk. He noted it can be difficult to track people down. Ms. Dudman felt that putting the word out would help locate people.
D. Consider the removal of Gloria Delsandro, former principal, and Angelique Hodgdon, employment change as of November 10, 2023, and Jake Wright, former Finance Director, as authorized signers on the Bar Harbor Banking and Trust Mount Desert Elementary School checking account ending in 7766 and adding Heather Dorr, current principal as an authorized signer, with the approval of the Mount Desert School Board Committee as noted in the memo from Deputy Treasurer, Lisa Young, effective upon selectboard approval
MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, approving the removal of Gloria Delsandro, former principal, and Angelique Hodgdon, employment change as of November 10, 2023, and Jake Wright, former Finance Director, as authorized signers on the Bar Harbor Banking and Trust Mount Desert Elementary School checking account ending in 7766 and adding Heather Dorr, current principal as an authorized signer, with the approval of the Mount Desert School Board Committee as noted in the memo from Deputy Treasurer, Lisa Young, effective upon selectboard approval as presented.
Motion approved 4-0-1 (Dudman in Abstention).

> E. Request the Approval of Mae Wyler as authorized signer on the Town of Mount Desert's Bar Harbor Banking \& Trust and the First National Bank accounts listed in the memo from Deputy Treasurer, Lisa Young along with current authorized signers additionally listed in the memo effective November 13, 2023

MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, approval of Mae Wyler as authorized signer on the Town of Mount Desert's Bar Harbor Banking \& Trust and the First National Bank accounts listed in the memo from Deputy Treasurer, Lisa Young along with current authorized signers additionally listed in the memo effective November 13, 2023 as presented.
Motion approved 4-0-1 (Dudman in Abstention).

## F. Request the removal of Jake Wright, former Finance Director, from all Bar Harbor Banking and Trust and The First National Bank accounts as noted in the memo from Deputy Treasurer Lisa Young effective November 13, 2023

MOTION: Mr. Wood moved, with Ms. Littlefield seconding, approval of the removal of Jake Wright, former Finance Director, from all Bar Harbor Banking and Trust and The First National Bank accounts as noted in the memo from Deputy Treasurer Lisa Young effective November 13, 2023 as presented.
Motion approved 4-0-1 (Dudman in Abstention).

## IX. Other Business

A. Such other business as may be legally conducted

There was no Other Business presented.

## X. Treasurer's Warrants

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

| Town Invoices | AP\#2429 | $11 / 7 / 2023$ | $\$ 876,401.48$ |
| :--- | :---: | :---: | :---: |
| Total |  |  | $\mathbf{\$ 8 7 6 , 4 0 1 . 4 8}$ |

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

| State Fees \& PR <br> Benefits | AP\#2426 | $10 / 18 / 2023$ | $\$ 1,909.56$ |
| :--- | :---: | :---: | ---: |
|  | $\mathrm{AP} \# 2427$ | $10 / 26 / 2023$ | $\$ 84,653.85$ |
|  | $\mathrm{AP} \# 2428$ | $11 / 1 / 2023$ | $\$ 1,789.00$ |
| Town Payroll | $\mathrm{PR} \# 2410$ | $10 / 27 / 2023$ | $\$ 154,306.50$ |
|  | PR\#2411 | $10 / 30 / 2023$ | $\$ 77.34$ |
| Total |  |  | $\mathbf{\$ 2 4 2 , 7 3 6 . 2 5}$ |

MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants as shown above.
Motion approved 4-0-1 (Littlefield in Abstention).

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

| School Invoices | AP\#5 | $11 / 2 / 2023$ | $\$ 52,746.58$ |
| :--- | :---: | :---: | ---: |
| School Payroll | PR\#9 | $10 / 27 / 2023$ | $\$ 184,346.52$ |


| Voided <br> Disbursements | V\#2403 | $10 / 31 / 2023$ | $-\$ 237.14$ |
| :--- | :---: | :---: | ---: |
|  | V\#2410 | $10 / 27 / 2023$ | $-\$ 677.01$ |
| Total |  |  | $\mathbf{\$ 2 3 6 , 1 7 8 . 9 5}$ |

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

| Grand Total |  |  | $\mathbf{\$ 1 , 3 5 5 , 3 1 6 . 6 8}$ |
| :--- | :--- | :--- | ---: |

## XI. Adjournment

MOTION: Ms. Dudman moved, with Mr. Wood seconding, to adjourn.
Motion approved 5-0.
The Meeting adjourned at 6:38p.m.

Respectfully Submitted,

## Geoffrey Wood

## APPOINTMENTS

## RECOGNITIONS

## RESIGNATIONS

## Town of Mount Desert

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

## Resident Request for Appointment to Volunteer Board or Committee

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

Name:
Megan Bailey $\qquad$
Street
Address:
46 Summit Rd
Mail
Address:
PO BOX 955

E-mail: Megan raebailey 88 @ qmail.com

Date: $11 / 3 / 23$
Phone: Home $\qquad$

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

$$
\begin{aligned}
& \text { Work } 207-59 z-0948 \\
& \text { Cell 207-745-4822 } \\
& \text { No }
\end{aligned}
$$

Appointments) requested: comprehensive planning
If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: 1 serve on the economic development
and Warrant committees and have enjoyed my experience.
Are there other background experiences or skills that you feel would contribute to this appointment?
1 have worked with other towns to help develop
their plans. I am a senior economist and have lots of $\rightarrow$
Why are you interested in this appointment? I have worked on other plans but never the plan for my own community

What are your goals for this Board or Committee? I see the committee
update the plon
as helping to operas ope the to reflect goals/ulisions for the town held by community members to dour Do you have conflicts with meeting times or group assignments? not that 1 aw f
experience with qualitative and quantitative data collection lanalysis. I also do (as part of $\mathrm{m}-\mathrm{l}$ sob) the official population provectiais for the state/ counties / to wis.


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

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Name:


Date: $\qquad$
Street
Address: $\quad 1132$ Main $44 . M D 04660$ Phone: Home $244-4014$
Mail
Mail $\quad$ DOBra 246, MD $04660 \quad$ Work $276-0555$
$\begin{array}{ll}\text { E-mail: Kmiller@mount desert } 365 . \text { org } & \text { Cell } 207 \\ \text { Are you a registered voter in the Town of Mount Desert? Yes No }\end{array}$
Appointments) requested: Comprehensive Plan CommitTee
If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: Serving currently on Broadband Comm (secretary)
Econ. Dev. Comm and Warrant Committee - An gods!
Are there other background experiences or skills that you feel would contribute to this appointment?
My walk a/ Mount Desert 365 is based upon the goals of the Compllm,so /look at ix a fair amount. All the
other COmmittee wake also looks@ Town Needs. Organized. Detailed
why are you interested in this appointment?
This is a great oppativity for community dialageve $x$ engagement.
What are your goals for this Board or Committee? To hove many voices herd.
To arrive at a shared vision for our future. To develop some con are Te steps to help realize our vision.
Do you have conflicts with meeting times or group assignments? $\qquad$
Not so far! This is impotent, so will make the time.

| From: | William Hanley |
| :--- | :--- |
| To: | Town Clerk; Gail Marshall; Kim Keene; David Ashmore |
| Subject: | Re: Planning board position |
| Date: | Thursday, October 26, 2023 10:00:04 AM |

Claire,

Hey one PB procedural item to please convey to the BOS...

At the 10/25 PB hearing last night the PB realized we need to have a vote to make a recommendation to the BOS that Gail become a voting regular member of the board, which we did unanimously, as Dave is losing his residency on 10/30 due to the pending sale of his property in Hall Quarry.

However I also received a 10/25 email from Dave Ashmore saying that he is not planning to give his formal resignation from the PB until after a successful closing on 10/30. To date, he has only conveyed his leaving verbally to the PB.

So I have not yet received Dave's official resignation, as he's waiting on the outcome of the closing, but please let the BOS know of his intended departure and Gail's desire to become a full voting member. I would wager the BOS can only vote on that PB appointment change after the receipt of Dave's written resignation, which I will forward upon receipt.

Sorry for any confusion.

Clear as mud?

Thanks-Bill

From: Town Clerk [townclerk@mtdesert.org](mailto:townclerk@mtdesert.org)
Date: Friday, October 20, 2023 at 11:18 AM
To: William Hanley [wmh@wmharchitects.com](mailto:wmh@wmharchitects.com), Gail Marshall [gmarshall@mtdesert.org](mailto:gmarshall@mtdesert.org)
Subject: RE: Planning board position
Will do, thank you.

## Claire

Claire Woolfolk, CCM
Town Clerk/Registrar of Voters
Town of Mount Desert
21 Sea St/PO Box 248
Northeast Harbor ME 04662
276-5531 phone, 276-3232 fax
townclerk@mtdesert.org

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From: William Hanley [wmh@wmharchitects.com](mailto:wmh@wmharchitects.com)
Sent: Friday, October 20, 2023 9:46 AM
To: Town Clerk [townclerk@mtdesert.org](mailto:townclerk@mtdesert.org); Gail Marshall [gmarshall@mtdesert.org](mailto:gmarshall@mtdesert.org)
Subject: Re: Planning board position

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.

Claire,

Thanks for the nudge.

So unfortunately at the $10 / 18$ hearing we heard we are losing Dave as he is selling his property in Hall Quarry, closing on it 10/30 and thus losing his residency in the town and no longer can sit on the Planning Board.

Therefore, could you please make mention to the BOS and request that Gail Marhsall transition to a full time member of the board.

Thanks-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

From: Town Clerk [townclerk@mtdesert.org](mailto:townclerk@mtdesert.org)

Date: Thursday, October 19, 2023 at 6:28 PM
To: Gail Marshall [gmarshall@mtdesert.org](mailto:gmarshall@mtdesert.org)
Cc: William Hanley [wmh@wmharchitects.com](mailto:wmh@wmharchitects.com)
Subject: Re: Planning board position
No, I need a memo/email from Bill.

Claire

On Oct 19, 2023 6:14 PM, Gail Marshall [gmarshall@mtdesert.org](mailto:gmarshall@mtdesert.org) wrote:
Hi Claire,

We've been informed Dave Ashmore is moving out of town the end of the month and therefore will be resigning from the Planning Board.

I would like to be considered for an appointment to the full time position.

Can you advise me if I need to re-apply for that?

I've written notes to John Macauley and Bill Hanley about this.

Thanks!

Gail

## Town Clerk

| From: | William Hanley |
| :--- | :--- |
| Sent: | Monday, November 6, 2023 7:04 PM |
| To: | Town Clerk; William Hanley |
| Subject: | FW: Planning Board and LUZO Committee |

Claire,

Happy almost Tuesday.
I'm going to chalk this up in the "too much communication" category...but this might have gotten lost in the shuffle.
Dave sent through his resignation 10/31, see below.
Can we please make sure the BOS changes Gail's status to a voting member, as I had understood we were good to go.
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

From: DAVID ASHMORE [dashmore45@gmail.com](mailto:dashmore45@gmail.com)
Date: Tuesday, October 31, 2023 at 5:32 PM
To: Durlin Lunt [manager@mtdesert.org](mailto:manager@mtdesert.org), Jennifer M. Buchanan [deputyclerk@mtdesert.org](mailto:deputyclerk@mtdesert.org), Meredith
Randolph [mrandolph@mtdesert.org](mailto:mrandolph@mtdesert.org), Tracy Keller [tkeller@mtdesert.org](mailto:tkeller@mtdesert.org), William Hanley [wmh@wmharchitects.com](mailto:wmh@wmharchitects.com), Kim Keene [ceo@mtdesert.org](mailto:ceo@mtdesert.org), Noel Musson [noel@themussongroup.com](mailto:noel@themussongroup.com) Subject: Planning Board and LUZO Committee

All,
I have sold all of my property in The Town of Mount Desert and since I am no longer a resident of the Town of Mount Desert I must hereby resign from the Planning Board and the LUZO Committee. I will miss all of you.
Thanks,
Dave

Dear Clair,

Could you please add my resignation from the Mount Desert Fire Department as the Assistant Fire Chief and On-Call Firefighter effective November 23, 2023, to the Selectman's agenda for the December meeting? A letter of resignation is included with this request in separate envelopes to the Chief, Durlin and the Selectboard.

Thank you,

Thomas W Wallace

## CONSENT AGENDA

## COMMISSIONERS SPECIAL MEETING

Learn more about HANCOCK COUNTY by visiting www.hancockcountymaine.gov
Audio recordings of the meeting are available upon request

The special meeting of the Hancock County Commissioners was brought to order by Commissioner Paradis at 8:30 a.m. on Tuesday October 17, 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 approve the Agenda as presented with the exception of adding an agenda item to buy a two-way radio for the ACO vehicle under RCC 8-b and add an agenda item to approve the purchase of a new door under Jail 9-d. (Clark/Wombacher 3-0, motion passed)

Public Comment: None

Meeting Minutes:
MOTION: Move to approve the minutes of the October 3, 2023 Commissioners' Regular Meeting as presented. (Clark/Wombacher 3-0, motion passed)

## UT:

MOTION: Move to approve the UT report as presented. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the UT 2024-2025 Budget as presented. (Clark/Wombacher 3-0, motion passed)

## Airport:

MOTION: Move to approve the Black Bear Management Co., LLC \& Butler Conservation Inc. Exhibit Agreement and authorize the chair to sign. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to accept and approve of the recommendations of the Hancock County Bar Harbor Airport Advisory Committee and to vote not to endorse or proceed with the solar lease proposal due to the points highlighted in the letter from William Eberhardt, Chairman of the Hancock County Bar Harbor Airport Advisory Committee to the Hancock County Commissioners. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the Lease Agreement between Hancock County and Maine Coastal Flight Center, Inc. as presented and to authorize the Chair to sign. (Clark/Wombacher 3-0, motion passed)

## EMA:

Discussion on the EOC Project - State appears to be dragging their feet. CC Clark suggested they should make a conscience effort to find another piece of property. Director Sankey's preference would be to find an existing building.

Discussion - Deer Isle Causeway and Bridge update; Project started $21 / 2$ yrs ago. Federal Government has allocated monies for infrastructure repair. The bridge needs to be replaced and the causeway repairs are currently underway.

RCC:
MOTION: Move to accept the resignation of 911 Dispatcher Caleb Whitney, effective October 13, 2023 and to thank him for his service to the County. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the purchase of a new mobile radio from Brown's Communications for $\mathbf{\$ 3 , 7 8 7}$ and to pay for it from the ARPA funds. (Clark/Wombacher 30 , motion passed)

Jail:
MOTION: Move to approve the purchase of a 2023 Chrysler Pacifica Touring L from Darling's Auto Mall in the sum of $\$ 47,516$ to be paid for from ARPA funds.
(Clark/Wombacher 3-0, motion passed)
MOTION: Move to approve the proposed short-term agreement with Chelsea Howard to provide Medical Services at the jail as presented with the understanding that an amended longer-term agreement will be brought back to the Commission at a later date for the Commission's review and approval and for the Chair to sign. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the proposed short-term agreement with Sara Wiley to provide Mental Health Services in the jail as presented with the understanding that an amended longer-term agreement will be brought back to the Commission at a later date for the Commission's review and approval and for the Chair to sign. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the purchase of a door from Exactitude for $\mathbf{\$ 1 3 , 9 0 0}$ and to pay from the ARPA account. (Clark/Wombacher 3-0, motion passed)

Commissioners:
MOTION: Move to enter into Executive Session pursuant to MRSA Title 1 §405 6(C) and
(E) for Consultation with Legal Counsel for the County concerning a tax increment financing and credit enhancement agreement proposal by Three Rivers.
(Clark/Wombacher 3-0, motion passed)
IN: 9:24 a.m.
OUT: 10:30 a.m.

MOTION: Move to enter into Executive Session pursuant to MRSA Title $\mathbf{1}$ §405 6(D) for union contract negotiations. (Clark/Wombacher 3-0, motion passed)
IN: 10:41 a.m.
OUT: 12:55 p.m.

## MOTION: Move to adjourn (Clark/Wombacher 3-0, motion passed.)

Meeting was adjourned at 12:57 p.m.
Respectfully submitted,

Patrice Crossman Clerk

COUNTY OF HANCOCK
Commissioners' Office
50 State Street, Suite 7
Ellsworth, Maine 04605
Learn more about HANCOCK COUNTY by visiting
www.hancockcountymaine.gov
Commissioners:
William Clark, District I
Michael R. Crooker
John Wombacher, District II

# PUBLIC NOTICE HANCOCK COUNTY BUDGET ADVISORY COMMITTEES 2024 BUDGET ESTIMATES INFORMATIONAL MEETING 

Pursuant to 30~A MRSA, $\S 764$ An informational meeting on the Hancock County Budget Advisory Committee's 2024 budget estimates will be held during the Hancock County Commissioners Special Commissioners' meeting scheduled for Tuesday, November 21, 2023 at 8:30 a.m. in the Commissioners' Meeting Room in the Hancock County Courthouse at 50 State St. Ellsworth, Maine. Copies of the budget estimates may be obtained at the County Commissioners' office during regular business hours or by emailing County Administrator Michael Crooker at michael.crooker@hancockcountymaine.gov

The public may participate in-person or through Zoom; the link is posted on the Hancock County website: www.hancockcountymaine.gov

Dated: November 02, 2023
Michael Crooker, County Administrator
24 vs 23
$\%$ Inc / (Dec)
$0.2 \%$
$-17.8 \%$
$0.0 \%$
$70.0 \%$
$0.0 \%$
$3.0 \%$
$0.6 \%$
$-21.3 \%$
$-268.5 \%$
$-8.5 \%$
$-29.6 \%$
$0.0 \%$
$3.7 \%$
$100.0 \%$
$-33.5 \%$
$0.0 \%$
$0.0 \%$

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County of Hancock
2024 Budget

| Dept. \# | Dept. Name | $\begin{gathered} 2023 \\ \text { Budget } \end{gathered}$ | Personnel Services |  | Employee Costs |  | Employee Expenses |  | Supplies |  | Utilities |  | Maint. \& Repairs |  | Insurances |  | Contractual Services |  | Equipment Purchases | Other |  | Reserves |  | $\begin{gathered} 2024 \text { Budget } \\ \text { Total } \\ \hline \hline \end{gathered}$ | 24 vs 23Budget Totals | {f2b1c9482-115b-4287-9bfd-71accaebc3e0}$\% \text { of }$ <br>  Inc / (Dec) }$9.2 \%$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2 | Emerg. Mgmt. Agency (EMA) | 221,224 | \$ | 152,590 | \$ | 69,879 | \$ | 5,250 | \$ | 8,450 | \$ | 1,500 | \$ | 3,500 | \$ | - | \$ | 500 | \$ | \$ | - | \$ | - | 241,668 |  |  |
| 3 | District Attorney | 508,877 | \$ | 452,088 | \$ | 77,143 | \$ | 18,165 | \$ | 18,900 | \$ | - | \$ | 750 | \$ | 4,440 | \$ | 63,246 | \$ | \$ | 3,000 | \$ | 11,000 | 648,732 | 139,855 | 27.5\% |
| 4 | Commissioners | 354,053 | \$ | 278,671 | \$ | 49,751 | \$ | 7.250 | \$ | 4,500 | \$ | - | \$ | 1,500 | \$ | 2,040 | \$ | 25,800 | \$ | \$ | 40,000 | \$ | - | 409,512 | 55,459 | 15.7\% |
| 5 | Treasurer | 180,876 | \$ | 124,252 | \$ | 22,771 | \$ | 700 | \$ | 4,400 | \$ | - | \$ | - | \$ | - | \$ | 37,500 | \$ | \$ |  | \$ | - | 189,622 | 8,746 | 4.8\% |
| 6 | Maintenance | 620,114 | \$ | 352,606 | \$ | 75,778 | \$ | 1,250 | \$ | 23,850 | \$ | 203,150 | \$ | 58,200 | \$ | 480 | \$ | 6,125 | \$ | \$ | \$ - | \$ | 2,000 | 723,439 | 103,325 | 16.7\% |
| 7 | RCC (Dispatch) | 1,065,433 | \$ | 937,711 | \$ | 155,166 | \$ | 5,500 | \$ | 3,450 | \$ | 1,200 | \$ | 4,500 | \$ | 1,440 | \$ | 61,200 | \$ | \$ | \$ - | \$ | - | 1,170,167 | 104,734 | 9.8\% |
| 8 | Probate | 277,006 | \$ | 200,506 | \$ | 34,806 | \$ | 7,260 | \$ | 5,000 | \$ | . | \$ | - | \$ | - | \$ | 37,000 | \$ | \$ | - | \$ | 1,000 | 285,573 | 8,567 | 3.1\% |
| 9 | Deeds | 378.862 | \$ | 249,369 | \$ | 41,527 | \$ | 3,300 | \$ | 7,250 | \$ | - | \$ | 700 | \$ | - | \$ | 41,400 | \$ 900 | \$ | \$ - | \$ | 2,000 | 346,446 | $(32,416)$ | -8.6\% |
| 10 | Sheriff | 1,932,532 | \$ | 1,689,553 | \$ | 377,090 | \$ | 29,700 | \$ | 95,500 | \$ | 2,000 | \$ | 58,500 | \$ | 69,600 | \$ | 79,500 | \$ | \$ | - | \$ | 56,000 | 2,457,443 | 524,911 | 27.2\% |
| 12 | Town Contracts (Sheriff) | 547,326 | \$ | 368,819 | \$ | 117,056 | \$ | - | \$ | 18,500 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | \$ | - | \$ | - | 504,375 | $(42,951)$ | -7.8\% |
| 13 | Civil Process | 173,959 | \$ | 131,624 | \$ | 28,254 | \$ | 200 | \$ | 7,000 | \$ | 200 | \$ | 1,500 |  |  |  |  |  | \$ | 7,500 | \$ | - | 176,278 | 2,319 | 1.3\% |
| 14 | Information \& Technology (IT) | 263,171 | \$ | 85,382 | \$ | 15,647 | \$ | 6,700 | \$ | 33,000 | \$ | 60,000 | \$ | - | \$ | - | \$ | 43,500 | \$ | \$ | - | \$ | 47,500 | 291,729 | 28,558 | 10.9\% |
| - 17 | UMO* \& HCVFF* (formerly 3rd Pary Requests) | 0.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | \$ | 127,720 | \$ | . | 127,720 | 127,720 | 100.0\% |
| 20 | Health Insurance | 1,237,200 | \$ | - | \$ | 1,291,689 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | \$ | - | \$ | - | 1,291,689 | 54,489 | 4.4\% |
| 30 | Reserves | 67,708 | \$ | - | \$ | 70,708 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | \$ | - | \$ | - | 70,708 | 3,000 | 4.4\% |
| 35 | Animal Control | 0.00 | \$ | 26,780 | \$ | 2,549 | \$ | 2,400 | \$ | 5,200 | \$ | 500 |  |  |  |  | \$ | 500 | \$ | \$ | - | \$ | 12,000 | 49,929 | 49,929 | 100.0\% |
| 46 | Drug Task Force | 332,255 | \$ | 157,581 |  | 57,084 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | \$ | - | \$ | - | 214,665 | $(117,590)$ | -35.4\% |
|  | Totals (Non-Corrections) | 8,160,596 |  | $\begin{gathered} 5,207,532 \\ 56.6 \% \end{gathered}$ |  | $\begin{gathered} 2,486,898 \\ 27.0 \% \end{gathered}$ | \$ | $\begin{aligned} & 87,675 \\ & 1.0 \% \end{aligned}$ | \$ | $\begin{aligned} & 235,000 \\ & 2.6 \% \end{aligned}$ |  | $\begin{aligned} & 268,550 \\ & 2.9 \% \end{aligned}$ |  | $\begin{aligned} & 129,150 \\ & 1.4 \% \end{aligned}$ |  | $\begin{aligned} & 78,000 \\ & 0.8 \% \end{aligned}$ | \$ | $\begin{aligned} & 396,271 \\ & 4.3 \% \end{aligned}$ | $\${ }_{0.0 \%} 900$ |  | $\begin{gathered} \$ 178,220 \\ 1.9 \% \end{gathered}$ |  | $\begin{aligned} & \text { 131,500 } \\ & 1.4 \% \end{aligned}$ | \$9,199,696 | \$ 1,039,100 | 12.7\% |
| 11 | Jail CAP | 2,126,002 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |  | 2,211,042 | \$ | - | \$2,211,042 | 85,040 | 4.0\% |
|  | Totals | 10,286,598 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | updated 10-19-2023 to reflect BAC Amounts |  |  |  |  | 11,410,738 | 1,124,140 | 10.9\% |

## County of Hancock

Comparative Summary of Revenues \& Expenses 2024 Budget

| Dept.\# | Dept. Name | Dept. Head |  | Commissioners |  | BAC |  | \$ | Budget |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Revenue | Expenditures | Revenue | Expenditures | Revenue | Expenditures |  | Revenue | Expenditures |
| 2 | Emerg. Mgmt. Agency (EMA) | 97,646 | 241,668 | 97,646 | 241,668 | 97,646 | 241,668 |  |  |  |
| 3 | District Attorney | 45,500 | 675,696 | 45,500 | 640,221 | 45,500 | 648,732 |  |  |  |
| 4 | Commissioners | 0.00 | 416,012 | 0.00 | 409,512 | 0.00 | 409,512 |  |  |  |
| 5 | Treasurer | 266,853 | 205,767 | 266,853 | 189,622 | 266,853 | 189,622 |  |  |  |
| 6 | Maintenance | 53,950 | 721,256 | 53,950 | 723,439 | 53,950 | 723,439 |  |  |  |
| 7 | RCC (Dispatch) | 179,320 | 1,200,618 | 179,320 | 1,170,167 | 179,320 | 1,170,167 |  |  |  |
| 8 | Probate | 180,900 | 285,573 | 180,900 | 285,573 | 180,900 | 285,573 |  |  |  |
| 9 | Deeds | 754,000 | 346,446 | 699,000 | 346,446 | 699,000 | 346,446 |  |  |  |
| 10 | Sheriff | 8,500 | 2,717,366 | 8,500 | 2,432,120 | 8,500 | 2,457,443 |  |  |  |
| 11 | Jail CAP | 0.00 | 2,211,042 | 0.00 | 2,211,042 | 0.00 | 2,211,042 |  |  |  |
| 12 | Town Contracts (Sheriff) | 516,210 | 516,210 | 504,375 | 504,375 | 504,375 | 504,375 |  |  |  |
| 13 | Civil Process | 135,000 | 186,278 | 135,000 | 176,278 | 135,000 | 176,278 |  |  |  |
| 14 | Information \& Technology (IT) | 5,000 | 302,729 | 5,000 | 291,729 | 5,000 | 291,729 |  |  |  |
| 16 | Debt \& Overlay | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |  |  |  |
| 17 | UMO \& HCVFF | 0.00 | 132,600 | 0.00 | 127,720 | 0.00 | 127,720 |  |  |  |
| 20 | Health Insurance, Airport \& UT | 231,822 | 1,389,480 | 220,768 | 1,279,416 | 220,768 | 1,291,689 |  |  |  |
| 30 | Reserves | 0.00 | 70,708 | 0.00 | 70,708 | 0.00 | 70,708 |  |  |  |
| 35 | Animal Control | 58,042 | 49,929 | 58,042 | 49,929 | 58,042 | 49,929 |  |  |  |
| 46 | Drug Task Force | 183,966 | 376,702 | 139,114 | 139,113 | 168,966 | 214,665 |  |  |  |
| 51 | PILT Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |  |  |  |
|  | Totals | 2,716,710 | 12,046,080 | 2,593,968 | 11,289,078 | 2,623,820 | 11,410,738 |  |  |  |

County of Hancock Summary of Budgetary Proposals For Calendar Year of 2024

## UNFINISHED BUSINESS

| From: | Town Clerk |
| :--- | :--- |
| To: | $\underline{\text { Durlin Lunt }}$ |
| Subject: | ATM data |
| Date: | Friday, November 17, 2023 7:13:00 AM |

As per our discussion on November $7^{\text {th }}$, Matt Hart reported that we could possibly seat 175 comfortably at NHH. Anne-Marie said they could fit about 244.

My records show that we have had upwards of 225 at an open floor meeting. Last year we had 94 and it was crowded, but doable. I have reservations about having much more than that attending:

1. We wouldn't have the space to administer the required written votes
2. Safety for evacuation if necessary
3. Comfort, especially for the elderly or others with limited mobility

I honestly don't know how we could accommodate a crowd more than double what we had last year at NHH.

## Claire

Claire Woolfolk, CCM
Town Clerk
Town of Mount Desert
21 Sea St/PO Box 248
Northeast Harbor ME 04662
276-5531 phone, 276-3232 fax
townclerk@mtdesert.org

## 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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NEW BUSINESS

BAR HARBOR \& MOUNT DESERT
POLICE DEPARTMENTS
David Kerns, Acting Police Chief
dkerns@barharbormaine.gov

BHPD<br>37 Firefly Lane<br>Bar Harbor, Maine 04609

Tel: 207-288-3391

MDPD
21 Sea Street, PO Box 248
NE Harbor, ME 04662
Tel: 207-276-5111

To: Durlin Lunt, Town Manager
From: David Kerns, Police Chief
Date: November 16, 2023
RE: Request for Release and Expenditure of PD Capital Reserve Funds
I would like to request from the Board of Selectman authorization to release and approve the expenditure of funds not to exceed $\$ 60,437.47$ from PD Capital Reserve account \#404010024405. Funds will purchase a 2023 Ford Police Interceptor from Quirk Auto Group, Augusta in the amount of $\$ 52,415.00$ without a trade and an in-car camera system from Watchguard in the amount of $\$ 8,022.47$ to be installed in this cruiser. We are not trading the existing cruiser and intend to utilize it for parking enforcement and the shared law enforcement liaison. The current unencumbered balance of the PD Capital Reserve account is $\$ 160,206.56$. The vehicle is in stock and ready for purchase.

Requests for Proposals (RFP) were sent to three auto dealers (below) with only two returning bids.

| DEALER | DATE RFP SENT VIA EMAIL | BID |
| :--- | :---: | :---: |
| Quirk Auto Group, Augusta | $10 / 11 / 2023$ | $\$ 52,415.00$ |
| Darlings Bangor Ford, Bangor | $10 / 11 / 2023$ | $\$ 49,979.00$ |
| Casco Bay Ford, Yarmouth | $10 / 11 / 2023$ | No Response |

Although Quirk Auto Group's bid was higher than Darlings Bangor Ford, we requested in our bid specs a white Ford SUV, to remain consistent with our current fleet of patrol cruisers which are currently all white. Darlings Bangor Ford was unable to satisfy this request, as their bid proposal was for a black Ford SUV. Therefore, we are recommending the higher bid through Quirk Auto Group to maintain cruiser fleet color consistency.

Will you please place this on the next Selectman's meeting agenda for authorization to release PD Capital Reserve funds as described above and authorization to utilize the funds for this purchase?

To: Selectboard
From: Brian Henkel, Public Works Director
Re: Public Works Foreman Position
Date: November 16, 2023

Public Works is proposing the creation of a Foreman position (Foreman) within the Highways Division. The proposed Foreman position will be responsible to the Highways Superintendent (Superintendent). The Foreman will work closely with the Superintendent to plan and direct the activities of Public Works Personnel (Personnel). The Foreman will assist with the implementation of the planned daily activities and help maintain leadership continuity for Public Works activities.

The proposed Foreman position will be included in the Collective Bargaining Agreement (CBA) with Teamsters Local 340 (Local 340) which covers nonsupervisory personnel within Public Works. The membership of Local 340, along with their representative, have reviewed and agreed to the creation of the Foreman position at the wage of $\$ 31.06$ per hour with a six-month probationary wage of $\$ 29.51$. This wage is consistent with the wages of the current CBA.

Public Works recommends the Selectboard authorize the Town Manager to create the position of Foreman within the Highways Division of the Public Works Department with a wage of $\$ 31.06$ per hour and a six-month probationary wage of $\$ 29.51$ per hour with said position to be included within the current CBA with Local 340.

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

## Highway Division Foreman

## Position Description

Town of Town of Mount desert
Department of Public Works
Highway Division

## GENERAL RESPONSIBILITY:

The primary responsibility of the Highway Division Foreman position is to assist the Highway Superintendent in scheduling and directing work details in the construction and repair of public roadways, sidewalks, stormwater infrastructure, wastewater infrastructure, buildings, grounds, parks, playgrounds, comfort stations, cemeteries and the plowing and removal of snow.

## RESPONSIBLE TO:

The Highway Division Foreman is directly responsible to the Highway Superintendent.

## SPECIFIC JOB RESPONSIBILITIES:

The following duties are customarily required:

1. During snow operations, directs the dispatching and coordination of all snow plowing, salting/sanding, and snow removal activities under the Highway Superintendent's supervision.
2. Direct, schedule, and provide training for the Highway Division work force, including Mechanics, Drivers, Equipment Operators, Laborers and Safety Officer.
3. Work with other Divisions and Departments and assist, as necessary.
4. Direct the maintenance and repair of public roadways, sidewalks, and all other assets under the Highway Division's purview under the Highway Superintendent's supervision.
5. Direct the maintenance and repair of the Highway Division's equipment, both fixed and mobile.
6. Direct the repair of town vehicles and equipment.
7. Direct the maintenance and repair of storm drain system and document activities.
8. Support development of short- and long-range repair and maintenance plans.
9. Ensure that all safety procedures are adhered to without exception.
10. Perform all other duties as directed by the Highway Superintendent.

## KNOWLEDGE, EXPERIENCE, SKILLS, AND ABILITIES:

- Knowledge of or ability to learn computer software knowledge, including MS Word and MS Excel.
- Extensive knowledge of safety rules and regulations.
- Knowledge of general construction practices, including stormwater improvements, sidewalk improvements and roadway improvements.
- Knowledge of operating construction vehicles and equipment. For example, backhoe, loader, chain saw, etc.
- Knowledge of or ability to learn computer skills, including email, internet searches, equipment-related tracking, and scheduling programs.
- Experience working with general construction materials including asphalt and concrete.
- Experience with snow operations and maintenance of roadways and equipment during snow events.
- Ability to organize and schedule work projects.
- Ability to perform the tasks of the construction industry.
- Ability to communicate and maintain harmonious relations with other employees and the general public.
- Ability to perform field layout with survey equipment.
- Ability to estimate material quantities required to complete projects (e.g., asphalt and concrete).
- Ability to communicate effectively, both verbally and in writing.
- Ability to be creative, flexible, and adaptive.


## MINIMUM QUALIFICATIONS:

- High School graduate.
- Possess a valid State of Maine Class B Commercial Driver's License (CDL).
- Five years' experience in the construction or related industry.
- Have a clean driving record.
- Be familiar with Occupational Safety and Health Administration (OSHA) safety regulations that are associated with the construction industry.
- Demonstrated leadership skills and abilities.
- Possess planning, organizing, motivational and management skills.
- Satisfactory completion of background examination, physical examination, and drug testing.


## TOOLS AND EQUIPMENT USED:

- Motorized vehicles and equipment, including dump trucks, pick-up trucks, and all manner of public works vehicles and equipment.


## PHYSICAL DEMANDS:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position.
- While performing the duties of this position, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms.
- The employee frequently is required to stand and talk and hear. The employee is occasionally required to walk, sit, climb, or balance, stoop, kneel, crouch and smell.
- The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds.
- During snow operations, the employee is required to handle long work hours with limited time off. On call from November $1^{\text {st }}$-April $15^{\text {th }}$ for a typical snow removal season.


## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position.

- While performing the duties of this position, the employee regularly works in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions and vibration.
- The noise level in the work environment is often loud.


## NOTES:

- The Town will conduct a background check of any prospective candidate.
- Selection of the successful candidate will be based solely on the Town's assessment of the information provided by the candidate and any additional information obtained by the Town. The decision of the Town is final.
- Any offer of employment to a candidate is contingent on the results of a mandatory preemployment physical and mandatory drug and alcohol tests. The Town will pay for Townapproved costs associated with the physical and tests. The Town's appointed healthcare provider will perform the physical. The Town's designee will conduct the drug and alcohol tests. Any decision made by the Town based on the physical or tests is final.
- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.
- A copy of the current agreement between the Town and Teamsters Union Local 340 is available for review upon request.
- This is a union position subject to the current agreement between the Town of Mount Desert and Teamsters Union Local 340.



## Memo

To: Durlin Lunt, Town Manager

From: Mike Bender, Fire Chief
CC:
Date: November 16, 2023
Re: Authorization to Enter into Contract with Consolidated Communications

I would like to request approval from the Board of Selectman to enter into a Master Services Agreement with the Consolidated Communications. Inc. to provide a fiber internet line to the Mount Desert fire station \#3(Somesville), and authorization the fire chief to sign said Agreement on behalf of the Town. This is intended to replace the current coaxial internet line servicing that station. Our IT tech recommended the switch in order to deliver a more reliable and stable internet connection so staff can access the server and files located at the town office building.

Thank you.

## COMMERCIAL TERMS AND CONDITIONS

This Master Services Agreement is entered into by Town of Mount Desert ("you" or "Customer") and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided ("we" or "CCI") and constitutes the agreement (the "Agreement") for the provision of the services and products specified on each Service Order (as defined below)
(each, a "Service" and collectively, the "Services"). This Agreement is binding on you and CCl when signed by both parties (the later dated signature being the "Effective Date"). By signing below, each party represents that their signatory is duly authorized to execute and deliver this Agreement. This Agreement will continue in force for so long as any Service is provided hereunder

## 1. Provision of Services.

1.1. Subject to Section 1.2 we will provide CCl's services to you pursuant to this Agreement and as set forth in one or more service orders executed by you and us, and attached from time to time to this Agreement and hereby incorporated by reference (collectively, the "Service Orders", with each service set forth therein being a "Service" and collectively the "Services"). Each Service Order will identify the scope of the Services and/or equipment that is the subject of such Service Order. Additionally, one or more addendum(s) with service-specific terms and conditions may be attached to the Service Order (each, an "Addendum"). Each such Addendum will be governed by and incorporated into the Service Order and therefore this Agreement. You will remain primarily liable for any Service Order executed by any of your subsidiaries or affiliated entities. Each Service Order will be substantially in the form attached hereto as Exhibit A.
1.2. Our obligation to provide the Services is subject to authorization to operate in the jurisdiction(s) where the Services are requested. Our obligation to provide Service is in all cases dependent upon its ability to provide, procure, construct and/or maintain the facilities that are required to meet your order as reflected in the applicable Service Order. We will make all commercially reasonable efforts to secure the necessary facilities, provided such facilities are reasonably available and the provision of the Services will not adversely affect our other services or the offering of the Service to other customers. However, if we reasonably determine that we are unable to secure the necessary facilities or is unable to provide the Services as required, we may cancel the applicable order or Service Order without further liability or obligation hereunder.
1.3. You acknowledge that we may elect to perform under this Agreement through one or more CCl affiliates or other entities and that the applicable CCl affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at https://www.consolidated.com/affiliates.
2. Term. This Agreement is legally binding and enforceable as of the Effective Date. The initial term for each Service Order will commence (each, a "Service Commencement Date") on that date upon which the last Service element in a Service Order is made available by CCl for use by you. Billing for each Service element within a Service Order will commence on that date upon which the Service is made available by CCl for use by you, unless, prior
to commencement, you notify us in writing that the Service provided does not meet an applicable Service performance specification. We will use commercially reasonable efforts to install the Service(s) on the estimated delivery date agreed by the parties, provided that we do not guarantee that Services will be installed and provided on the estimated delivery date. Upon expiration of the initial term for each Service Order, the Service Order will automatically renew thereafter as set forth in the Service Order. This Agreement will remain in effect as long as the term for any Service Order is ongoing and will automatically terminate when the Services provided under the last Service Order are terminated by either party by providing advance written notice of termination in accordance with the Service Order or are otherwise terminated in accordance with the terms of this Agreement. However, the termination of this Agreement will not affect the rights or obligations of any party hereto with respect to any payment for services rendered prior to the date of termination or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.
3. Early Termination Fee. Cancellation charges and early termination fees are described in the Service Order. Your cancellation or termination of the Service must be in writing to us, and, in the event of an early termination, we will have up to 30 days from receipt of your termination notice to complete the disconnection of the Service. The cancellation charge or early termination fee and all unpaid charges for the terminated Service(s) through the termination date are due in full upon cancellation or termination of the applicable Service(s).
4. Service Order Procedures. From time to time, you may submit a request to us for certain additional Services (ancillary, i.e., new circuit board, a new circuit, additional features only) via electronic submission or customer service. Services not included in the aforementioned will be quoted and provided to you in the form of an additional Service Order. Any such additional Service Order will also be governed by the terms and conditions of this Agreement, including with respect to the Service Commencement Date and renewal term provisions herein.
5. Use of Services. You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you
for your own use and cannot be resold by you unless specifically agreed to in writing by us. You agree to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. Our current Acceptable Use Policy (AUP) is available at https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy and is expressly incorporated into this Agreement. We may update our AUP or other online terms and conditions of use applicable to the Service at any time. You also agree not to interfere with the use of our services by other customers or authorized users or the operation of our network or equipment; or open or otherwise tamper with any of the equipment installed or provided by us. In any instance in which we believe in good faith that there is a breach of these use of Services requirements, we may immediately restrict, suspend or discontinue providing Services or prevent the display or transmission of content provided as part of the Services, without liability to us, and then notify you of the action that we have taken and the reason for such action. You will also reimburse us for damages to our equipment or facilities caused by your negligence or willful acts or omissions, or those of your agents, contractors or users, or resulting from your or their improper use of the Services.
6. Charges and Payment. The MRCs commence for each Service element as set forth in Section 2 of this Agreement. One-time, NRCs will be due in full on the applicable Service Commencement Date. MRCs for all Services will be billed one month in advance. Usage-based charges, including without limitation long distance charges, will be invoiced each month in arrears. You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable Taxes and Fees (as defined below), without any deduction or setoff. You agree to pay all amounts stated on the invoice by the due date in the Service Order, or if there is no date stated, within 30 days of the date of our invoice to you (the "Due Date"). If you do not timely pay your bill, you will be responsible to pay late charges applied to the amount unpaid of one and one-half percent ( $1.5 \%$ ) of such amounts from the Due Date until paid in full (or the greatest amount allowed by applicable laws, if less). If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including interest and late charges. A reactivation fee will apply.
7. Taxes and Fees. You will pay all federal, state and locally mandated or allowed taxes (collectively, "Taxes"), and surcharges, fees, user's fees and universal service contributions (collectively, "Fees") incurred by us (except for taxes based on our net income) in connection with: (i) the sale and delivery of the Services and/or the use of the Services provided to you; or (ii) your delivery of the Services hereunder to third parties, if permitted by us. If you resell any Services with our permission pursuant to Section 5 above or are otherwise exempt from Taxes, you will provide us with a reseller's certificate or other appropriate exemption document for Taxes for each applicable jurisdiction. You acknowledge that even if you may be exempt from Taxes, you will not be exempt from paying Fees. You will indemnify, defend and hold
harmless us from all Taxes and Fees that may be assessed to us for disallowed exempt sales.
8. Equipment, Wiring and Software. We may provide you with equipment and/or inside wiring. Unless otherwise expressly provided in this Agreement or in an applicable Service Order, you obtain no property right or interest in any equipment or facilities provided by us, and all right, title and interest to such items will remain solely with the applicable Service provider, as appropriate. We may at any time substitute the equipment and facilities used to provide the Services. As to all CCI-provided equipment, unless purchased by you and paid in full, you will: (i) keep all the equipment free and clear of any levies, liens and security interests and will provide prompt notice of any attachment or other judicial process affecting any item of the equipment; (ii) safeguard the equipment from loss and damage; and (iii) maintain full responsibility for the equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the equipment if it is irreparable, lost or stolen. You are responsible for all wiring maintenance on your side of the demarcation point. Additional charges based on time and materials may apply if an optical handoff is required for Ethernet delivery. You may not move any CCl equipment without our written consent and, unless purchased by you and paid in full, you must return all CCl -provided equipment to us when the associated Service is terminated, in the same condition as when installed, reasonable wear and tear excepted, and consistent with any requirement of law. If we provide you with any software, you are only permitted to use the software in object code form on the hardware on which it is installed for the sole purpose of enabling use of the Services, and you agree not to: (i) disclose or make available to third parties any portion of the software without our advance written permission; (ii) further copy or duplicate the software; (iii) reverse engineer, decompile or disassemble such software; (iv) make derivative works from such software; (v) modify such software; or (vi) use the software in a credit bureau capacity. Additionally, to the extent any such software is third party software, the third-party software may be governed by separate license provisions found or identified in documentation or on other media delivered with the third-party software or otherwise provided to you, all of which are incorporated herein by reference.
9. Network Addresses. Any and all network addresses provided to you will at all times remain our property and are non-transferable. We grant you a license to use such network addresses during the term but only for the purposes and as contemplated by this Agreement. You will have no right to such network addresses upon expiration or termination of the applicable Services. You also agree that your license to use such network addresses during the term is revocable and is for non-portable network address space. Network addresses may be re-numbered as and when we deem necessary. All customers applying for IP address space from CCI must complete an IP address form provided by us, the terms of which will be deemed incorporated herein. Unless otherwise expressly provided in this Agreement, all fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar (or CCI on registrar's behalf) will bill such fees directly to you.
10. Third Party Providers. We may, when authorized by you and agreed to by us, act as your agent for ordering and providing equipment, software
and/or facilities provided by third-party providers as needed to allow such connection of your locations to our network, to the network of an underlying network service provider, or to a Service. You are responsible for all charges billed by such third-party providers in connection with your use of Services. You agree that the Services are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other license agreements, acceptable use policies, etc.) between us and our third-party providers, all of which, to the extent applicable, will be provided to you and are incorporated herein by reference.
11. Customer-Provided Equipment. You will provide, at your sole cost and expense, any and all additional electronic equipment and other facilities necessary for your use of the Services other than those provided by us. Unless otherwise agreed in writing, we will have no obligations with respect to the provision, installation or maintenance of any customer-provided equipment. You will pay the cost of interfacing to our demarcation point. You are fully responsible for ensuring that all customer-provided equipment is properly interfaced with the Services and emits signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for your intended use; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission (FCC); and (iii) do not damage, harm, degrade or interfere with proper operation of the Services or our equipment and facilities. We assume no responsibility for the quality of the signal generated by any customer-provided equipment and will only be required to use commercially reasonable efforts to deliver the signal to the receiving location in the same format and condition as generated by such equipment. If you fail to maintain and operate your equipment properly, with resulting or imminent interference, degradation or harm to or with the proper operation of our services, equipment or facilities, or with injury or imminent injury to our personnel, we may immediately suspend the Services without liability or require the use of protective interface equipment at your expense.
12. Customer Responsibilities. You are responsible for canceling any existing services not provided by us that will be replaced by the Services on or after the applicable Service Commencement Date. You will at all times cooperate with us and comply with the following customer-site preparation requirements:
12.1. You are responsible for promptly responding to requests for information we deem necessary for the performance of Services. You will designate a contact person with authority to act on your behalf to work with us in the performance of Services. You will be responsible for communicating with your own users of the Services and for responding to all service issues and trouble reports made by such users.
12.2. You are responsible at your own expense for all site preparation and maintenance activities necessary for or prerequisite to the provision of Services at any of your premises and must make all necessary arrangements so that we will have access to such locations at reasonable times for installation of the Service. Prior to installation, you must take all steps necessary to interconnect the Services at the location, including the payment of associated interconnection costs, securing necessary rights-of-way and furnishing of electrical power (AC or DC, as designated by us), heating,
ventilation and cooling. We will have the right on a 24 -hour-per-day seven-day-per-week basis, but upon reasonable advance notice to you where practicable, to inspect all facilities and equipment to ensure proper functioning of the Service and your proper usage of the Service or to otherwise access your premises for the purposes of installing, testing, repairing, maintaining or removing the Service equipment and facilities.
12.3. You are responsible at all times for verification of the proper functioning of any metered circuit operations (e.g., dial back-up or dial-on-demand).
12.4. You must notify us of any Service interruption. Before giving such notice, you will ascertain that the trouble is not being caused by any of your actions or omissions and is not a result of or being caused by a defect, malfunction or misconfiguration in any customer-provided equipment. You are also responsible for promptly notifying us of events at your premises that may affect the performance of Services, including all Force Majeure Events described in Section 17.1 below.
12.5. You are responsible to pay us at our then-prevailing rates for labor and materials supplied by us as a result of: (i) changes to the Service demarcation point or the termination point on your network; (ii) software or hardware changes made by you which cause degradation or outages to the Services and necessitates our corrective actions; or (iii) moves, additions, changes or modifications to equipment or network facilities as requested by you.
12.6. If you are purchasing managed Services, you are responsible for (i) providing us with a list of persons authorized to initiate trouble reports on your behalf and to access network performance information via web application or other form of communication, (ii) allowing us unblocked access through the network and firewall for all managed devices, and (iii) providing one (1) business day advance notice to us of any customer-initiated maintenance such as location or network device configuration changes.
12.7. At all times, you are solely responsible for the security of your network. We do not supply features or capabilities to detect, deny or hinder in any way others from trying to gain access to your network. You are responsible to ensure reasonable security practices are implemented whenever your network will interface with our network.
12.8. You are responsible to safeguard your network against unauthorized access to long distance services, to monitor and maintain policies regarding toll usage or 900 calls, to ensure the effectiveness of any restrictions put in place as part of the Services and to pay for any toll or 900 call charges. You will not tamper with or reconfigure any equipment or software to falsify your caller ID by data or voice. Falsifications may violate state and federal laws.
13. Maintenance and Service Issues. The information located at https://www.consolidated.com/Trouble_Reporting is made available to you for reporting service problems, making requests for repair status, escalating individual circuit problems and scheduling maintenance. We also reserve the right to perform network upgrades, maintenance, updates and modifications at such times as are determined by us as required to maintain the Service performance, and any maintenance notices to you will be provided in accordance with the applicable Addendum and prevailing CCI state practices. We will use commercially reasonable efforts to perform all scheduled
maintenance in a manner that minimizes any system interruption and will typically endeavor to perform scheduled maintenance between 12:00 a.m. and 6:00 a.m. local time. Each party will maintain communication with the other party throughout the status of any customer-specific trouble resolution. Your sole remedy for failure of the Services to meet any applicable performance specifications and for any Service interruptions as described in any Addendum will be for us to grant you the credits described in the applicable Addendum, if any. To be eligible for a credit, you must be under term as to the affected Service (must not be month-to-month), must be in good financial standing with CCl and must open a trouble ticket with us for the Service issue. To receive a credit, you must request the credit in writing within 30 days after the end of the month in which the credit-generating event occurred or you will waive your right to any credit or other remedy for such event. Credit requests must include your name, contact information, billing account number, circuit ID (if applicable), the date of the outage, trouble ticket number(s) and any other information requested by us. All credit requests are subject to our review and approval, and credits will only be applied in the billing cycle following our approval. Credits are not cumulative (only the highest applicable credit will apply to any one credit-generating event) and will not exceed $50 \%$ of the MRC for the affected Service(s) in the aggregate unless otherwise provided in an applicable Addendum. If there are no Addenda or the applicable Addendum does not specifically provide for credits, credits will only apply in our sole discretion. Services provided pursuant to filed state or federal tariff are subject to terms and conditions contained in such tariff and not any Addendum. In no event will you be entitled to credits or other remedies for Service issues caused by you or resulting from Force Majeure Events (described below) or our planned maintenance.
14. Limitation of Warranties. We will perform all installation and other work at the location where Services are provided in a competent manner, and any damage to such location will be promptly repaired or corrected. Additionally, in the event you are permitted to purchase any equipment or third-party software licenses as set forth in this Agreement, we will use commercially reasonable efforts to pass through (or to cause its applicable vendor to pass through) the manufacturer's end-user warranty for the purchased equipment or software licenses. OTHERWISE, ALL SERVICES, EQUIPMENT, FACILITIES AND SOFTWARE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL. ADVICE OR INFORMATION GIVEN BY CCI OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES WILL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.
15. Remedies; Limits of Liability.
15.1. Your remedies for any failure, interruption, degradation, outage, nondelivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by us of this Agreement, are limited to (i) the applicable service credits or other remedies provided for under an applicable Addendum or (ii) if no Addendum is applicable, one or more of the following as elected by us: (a) repair of the Service, facilities, equipment or wiring; (b) re-performance of work, where that can be done; (c) cancellation or termination of any Service not remedied by repair or reperformance, with no cancellation or early termination charge; and/or (d) an adjustment or credit to your bill.
15.2.TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU WILL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND WILL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE 12MONTH PERIOD PRIOR TO THE TRIGGERING EVENT. HOWEVER, THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE WILL BE RESPONSIBLE FOR ANY PUNITIVE, ENHANCED COMPENSATORY, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY. To the maximum extent permitted by applicable law and except as otherwise expressly provided in this Agreement, neither CCl , any CCl affiliates nor any person or entity utilized by us to provide the Services will be liable for any of the following: (i) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (ii) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (iii) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (iv) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (v) claims against you by any person or entity not a party to this Agreement. Some jurisdictions may not permit the exclusion of certain warranties and/or damages as set forth above. In these jurisdictions, the foregoing will serve to limit CCl's liability to the maximum extent permitted by applicable laws.
15.3. No cause of action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen or, in the case of non-payment, more than one (1) year from the date the last payment was due.

## 16. Breach; Remedies.

16.1.Customer Breach and Provider Remedies. You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to us under this Agreement within 10 days of the date that it is due; (ii) immediately if you fail to comply with Section 5 of above; (iii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than 30
days after written notice from us; (iv) if you cancel or repudiate this Agreement or any Service commitment; or (v) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, or become insolvent or seek protection from creditors. Upon the occurrence of a breach not cured within CCl's 30day written notice, we may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If we take action to collect amounts due, or to address any other breach, we will be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to us, subject to payment of all applicable cancellation or early termination charges set forth in any applicable Service Orders.
16.2. Provider Default and Customer Remedies. We will only be in breach of this Agreement if we fail to perform an obligation under this Agreement and if after 30 days' written notice from you such failure continues or, in the case of failures that cannot be reasonably cured within 30 days, if we have failed to commence taking reasonable steps to cure the failure within such 30-day period. Upon the occurrence of our breach, you may elect to terminate any Services and/or this Agreement on written notice to us and your obligations to make payments to us for terminated Services not yet performed will cease upon delivery of such written notice. THIS SECTION 16.2 IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY CCI . In addition, you hereby irrevocably waive any and all rights you may have to assert any claims against us except for those expressly contemplated and permitted herein.

## 17. Force Majeure.

17.1.Events of Force Majeure. Other than payments for amounts due hereunder, neither party will be responsible for performance if delayed or hindered by any action, inaction or event that is outside of their reasonable control (a Force Majeure Event). This includes but is not limited to fire, flood, severe weather, any other Acts of God, acts of government, civil unrest, terrorist or similar acts, any strike or labor stoppage, embargo, war, cable cuts, power outages or failures, action or inaction by any third party, or any unavailability of necessary facilities, software, hardware or equipment.
17.2. Termination. Notwithstanding anything herein to the contrary, if the Force Majeure delay continues for 30 days or more, either party may terminate the affected Services upon written notice to the other party, without penalty or liability for early termination.
18. Indemnification. You hereby agree to indemnify, defend and hold CCI and any CCl affiliate harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) we may incur from any claim arising from: (i) your use of the Service, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of any Service with other products or services not provided by us, or any modification of the Service; (ii) your breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service; or (iii) your negligence or wilful misconduct. In such event, you agree to defend and control any such litigation, including the payment of any settlement thereof.

You agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without our prior written consent, such consent to be exercised in our sole discretion. We hereby agree to give you prompt notice of all claims and to cooperate in defending against the claim. You may not settle any claim under this Section which includes an admission of criminal liability or the payment of a settlement amount without our prior written consent, such consent to be exercised in our sole discretion.
19. Assignment and Transfer. You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to us if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. We may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this Section will be void. This Agreement is binding upon execution, and will inure to the benefit of each of the parties and their respective successors and permitted assigns.
20. Notices. CCI may provide notice of change of address via email or regular mail to the contact person set forth on the signature page of this agreement, or to any subsequent contact person identified by you. All other legal notices to you will be sent to the contact person and address set forth on the signature page of this Agreement. All other legal notices must be in writing and will be mailed by certified or registered mail, postage prepaid, return receipt requested and will be deemed given on the third ( $3^{\text {rd }}$ ) business day after the date of posting in a United States Post Office or one day after delivery to a nationally recognized overnight carrier. All legal notices to us must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. Except as otherwise agreed upon by you and CCl , you can change your notice address on written notice to CCl in accordance with this section.
21. Governing Law; Venue; Waiver of Jury Trial and Certain Claims. This Agreement, its formation, construction and interpretation will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.
22. Miscellaneous.
22.1.Authorization; Amendments; Waiver; Severability; Entire Agreement. The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Service changes, a person authorized on your account may request the change via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. The failure of either party to insist on strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement constitutes the entire agreement of the parties.
22.2. Relationship between Parties. Each party hereto is an independent contractor under this Agreement, and no license, joint venture or partnership, express or implied, is granted, created or intended. Neither party has the authority to bind the other party, or act for the other party, in any manner or capacity.
22.3. Confidentiality; Cooperation with Law Enforcement. "Confidential Information" means information not generally known to outside persons, which is proprietary to the party, including trade-secret information about processes, methods, products, systems, pricing, technology, prototypes, plans, drawings, designs, configurations, models, samples, blueprints, knowhow, business plans, financing, agents, suppliers and customers. All such information about a party will be presumed to be Confidential Information, regardless of whether it is so marked or identified. Notwithstanding the foregoing, the following will not be considered Confidential Information:
a. Any information that a party can demonstrate was in its legitimate possession prior to the time of disclosure by the other party;
b. Any information that was in the public domain prior to disclosure by a party to the other party, or that comes into the public domain through no fault of the other party;
c. Any information which is disclosed to a party by a third party who has legitimate possession thereof and the right to make such disclosure; and
d. Any information that a party is required to disclose by a court or government body.

Each party agrees to keep this Agreement and the other party's Confidential Information strictly confidential, and not to appropriate the other party's Confidential Information for its own use or disclose the other party's Confidential Information to anyone other than its employees on a need-toknow basis, and only then if such persons agree to maintain its confidentiality. Upon termination of this Agreement, each party will return to the other party all of the other party's Confidential Information which it has in its possession, including all copies, reproductions and excerpts.

Notwithstanding the foregoing, we may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable laws in matters related to the Services provided by it under this Agreement, including the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed-number recording facilities and equipment. We do not have the obligation to inform you of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.
22.4. Dispute Resolution. In the event of any unresolved claim, controversy or dispute between the parties under this Agreement, the parties will first use commercially reasonable efforts to resolve such dispute informally, pursuant to the procedures set forth in this Section 22.4. The persons directly responsible for the administration of this Agreement will first attempt to resolve any dispute informally. If such dispute is not resolved within 30 days, the dispute will be escalated to the management or officers of the parties having final authority to resolve such dispute. If the management or officers are unable to resolve the dispute within 30 days after escalation (or such longer period as mutually agreed in writing by the parties), then the informal dispute resolution process will be deemed exhausted and either party may thereafter seek any remedies available to such party pursuant to the terms and conditions of this Agreement.
22.5. Resolution of Inconsistencies. In the event of any inconsistency regarding any of the terms of this Agreement, the terms and conditions contained in a Service Order or an applicable Addendum will govern and control with respect to the applicable Service.
23. Consent to Share Information. You give us your consent to: (i) share information with our affiliates and others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions; and (ii) provide information on other CCl Services.

[^0]video). You grant us a limited, non-exclusive, worldwide license to use your name and logo for these purposes.

I am opting out of this provision

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed for and on its behalf as of the Effective Date.

| CONSOLIDATED COMMUNICATIONS REPRESENTATIVE | By: |
| :--- | :--- |
| By: | Name: |
| Name: | Title: |
| Title: | Signature Date: |
| Signature Date: |  |
| 00030373 |  |


| MSA ID: | 00030373 |
| :--- | :--- |
| MSA Attachment: | 1 |
| Service Order Term Length: | 60 Months |

## EXHIBIT A

 INTIAL SERVICE ORDER
## SERVICES REQUESTED. The Service(s) requested by you and to be provided by us under the Agreement are as follows:

Location Name: 1157 Main Street

| Address: | 1157 Main Street, | Site MRC: | $\$ 264.26$ |
| :--- | :--- | :--- | :--- |
|  | Mount Desert,Maine, 04660 | Site NRC: | $\$ 500.00$ |


| Services | Quantity | MRC | Total MRC | NRC | Total NRC |
| :--- | :--- | ---: | ---: | ---: | ---: | ---: |
| Dedicated Internet Access EVC <br> 100Mbps - Internet Only | 1 | $\$ 96.28$ | $\$ 96.28$ | $\$ 0.00$ | $\$ 0.00$ |
| Proactive Monitoring | 1 | $\$ 19.00$ | $\$ 19.00$ | $\$ 0.00$ | $\$ 0.00$ |
| Port \& Access <br> 100Mbps | 1 | $\$ 138.98$ | $\$ 138.98$ | $\$ 500.00$ | $\$ 500.00$ |
| WAN Static IP Block <br> /30 1 usable IP | 1 | $\$ 0.00$ | $\$ 0.00$ | $\$ 0.00$ | $\$ 0.00$ |
| Static IP Block LAN <br> $129=5$ usable IPs | 1 | $\$ 10.00$ | $\$ 10.00$ | $\$ 0.00$ | $\$ 0.00$ |


| Site Name | Site Notes |
| :--- | :--- |
| 1157 Main Street |  |

## CHARGES AND FEES. The following reflect the charges and fees applicable to the Services ordered:

(a) Total of Monthly Recurring Charges ("MRC"):
\$264.26
(b) Total of Non-Recurring Charges ("NRC"): $\$ 500.00$

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by you. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. All pricing is exclusive of any non-recurring charges incurred that are not reflected above, including charges related to any needed extension of facilities or additional work necessary to provide the Services. These charges may include after-hours installation charges for requested installations between 5:00 p.m. and 6:59 a.m. Monday through Thursday or weekend installation charges for requested installations between 5:01 p.m. Friday and 6:59 a.m. Monday. All extension or installation work will only be performed upon your agreement to pay the associated charges, and if you do not agree to pay such charges, this Agreement (or any applicable Service) will be subject to cancelation by us. Pricing is also exclusive of: (i) any usage or variable charges, (ii) all taxes and fees, and (iii) all charges
incurred in connection with governmental or quasi-governmental assessments, all of which are payable by you. We reserve the right to adjust monthly service rates due to increases in other tariffed services that are outside of our control, or where third-party vendors increase rates for thirdparty services, and you will not be entitled to terminate this Agreement as a result of any such increase. Notwithstanding any other terms in this Agreement, this pricing is good only in areas where the Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Order is subject to our final acceptance. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. You are responsible for all individually charged calls, whether domestic or international, and whether through hosted services or otherwise, including
charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit.

TERM OF SERVICES. This Service Order is binding on you when you sign it. The initial term for each Service is 60 Months. The billing for each Service will commence on that date upon which the Service is made available by CCl for use by you, unless, prior to commencement, you notify us in writing that the Service provided does not meet an applicable Service performance specification. The Contract Term will not be less than a term of 12 months from the Service availability date except where "month-to-month" is the contracted term or where applicable law provides otherwise. During the initial term, we may make changes to the Services, including by adding to or modifying the features associated with the Services, but we will not materially reduce your Service functionality during the initial term. In some cases, new or modified Service features may require your payment of additional charges. If a new or modified Service feature requires your payment of an additional charge, we will notify you and will provide an opt-out period during which you will be able to opt-out of the applicable feature and the corresponding charge. If you do not opt-out during the opt-out period, your continued use of the Service following the opt-out period signifies your acceptance of the new or modified Service feature and your agreement to pay the corresponding charge. After the initial term, this Agreement and the term for each Service will automatically be extended on a month-to-month basis, unless either party provides at least 30 days' written notice of termination to the other. Upon the commencement of any such month-to-month renewal term, any discounted or promotional pricing will expire, and pricing will automatically be adjusted to reflect our then-current rates for the Services. During the renewal term, we may discontinue or modify the Service or increase Service charges at any time with thirty (30) days' prior notice to you.

CANCELLATION CHARGE; EARLY TERMINATION CHARGE. If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or if installation fails because of your action or inaction, and is not later completed, you agree to pay to us a cancellation charge equal to four (4) months of MRCs, plus all costs incurred by us in connection with the extension of facilities to your location, including both our costs and third-party costs. The cancellation charge will be paid to us not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If we have provided any equipment to you, the equipment must be returned to us in good condition or you will be responsible for its cost. Notice of any Service termination must be submitted to us in writing. If you terminate any Service after the Service is first made available to you and before the end of the applicable term for any reason not permitted by this Agreement, or if we
terminate any Service or this Agreement for your breach, you are responsible for an early termination charge equal to $100 \%$ of the MRCs for each affected Service for each of the remaining months in the term. Notwithstanding the foregoing, in markets where the following products are sold, the Essentials Voice, EPAKII Voice Packages, BizConnect and FiberConnect products will be subject to a flat early termination charge of $\$ 129.00$ per circuit or per line as applicable with no proration for the length of time left in the term for these products. In addition to the applicable early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination; (ii) any non-recurring charges (including any nonrecurring charges that were waived by us at the time the Services were ordered) that are due or that become due and that are unpaid as of termination; (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs; (iv) all costs incurred by us, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you; and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to us in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a term at least as long as the remaining term on this Agreement.

911 SERVICES. If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer premises equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where we physically install the related Service. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are, to the fullest extent permitted by applicable law, solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You agree to notify all users and potential users of the limitations applicable to 911 calls made through the Service as described in this provision.

| CONSOLIDATED COMMUNICATIONS REPRESENTATIVE | Town of Mount Desert |
| :---: | :---: |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Signature Date: | Signature Date: |
| 00030373 | Tax ID: |
|  | CUSTOMER CONTACT INFORMATION: |
|  | Name: Mike Bender |
|  | Address: 21 Sea Street, Mount Desert, Maine, 04662 |
|  | Business Phone: 2072765111 |
|  | Email Address: firechief@mtdesert.org |

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ATTACHMENT 1
Insert any applicable Service Addenda
(there may be none)
```


## DEDICATED INTERNET SERVICES ADDENDUM

1. INTERCONNECTION SPECIFICATIONS. Dedicated Internet service will be delivered using American National Standards Institute ("ANSI") specifications. The signal characteristics and supported MAC Layers at the Network Interface ("NI") will be as specified in the ANSI standards. The physical NI will be dependent on the physical data rate contracted.
2. PERFORMANCE STANDARDS. Dedicated Internet service standards apply on a one-way basis between the Dedicated Internet Service edge router at the point of demarcation ("DEMARC") and CCl's ingress/egress Internet uplinks. When a third-party provider is used to extend the CCI network, standards apply only to the CCI network handoff (Network to NI ) to the third party. Dedicated Internet service standards exclude nonperformance due to force majeure or planned interruptions for necessary maintenance purposes. The actual end-to-end availability and performance of Dedicated Internet service may be affected by the customer-provided equipment, dependent upon the type and quality of customer-provided equipment used.
3. AVAILABILITY OBJECTIVE. Availability is a percentage of total time that service is operative when measured over a 30-consecutive-day (720-hour) period. The end-to-end availability standards for Dedicated Internet service are:

| CCI MARKET | SPECIFICATION | AVAILABILITY |
| :--- | :--- | :--- |
| CCI Legacy Markets | Access - With Redundant CPE* | $99.995 \%$ |
| CCI Legacy Markets | Access - With Non Redundant CPE | $99.95 \%$ |
| CCI NNE Market** | Access - With Redundant CPE | $99.995 \%$ |
| CCI NNE Markets | Access - With Non Redundant CPE | $99.95 \%$ |

*Redundant CPE consists of two (2) NIs on two (2) different CPE devices and two (2) different uplink fiber pairs at each of your sites terminating in two (2) core nodes in two (2) different CCl offices (dual homed).
**CCI NNE Markets include Maine, New Hampshire and Vermont
4. INOPERABILITY. Dedicated Internet service is considered inoperative when there has been a loss of signal.
5. REPAIR AND SCHEDULED MAINTENANCE. Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of Dedicated Internet service by you for testing. You will be notified a minimum of five (5) business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards will not apply during scheduled maintenance periods.
6. SLA SERVICE CREDIT PROCESS. SLA credits will be granted for Dedicated Internet service if CCI fails to meet service parameters as previously defined under Availability, subject to the following terms and conditions. CCI reserves the right to change, amend or revise this policy at any time. For the SLA credit process, please refer to the terms and conditions on your contract.

| ACTUAL SERVICE AVAILABILITY | CONFIGURATION |  | Type 2 | EXAMPLE FOR 30-DAY MONTH |
| :---: | :---: | :---: | :---: | :---: |
|  | Redundant | Non-Redundant |  |  |
| 100\%-99.999\% | 0\% | 0\% | 0\% | Less than 40 sec |
| 99.999\%-99.95\% | 5\% | 0\% | 0\% | 40 sec up to 24 min |
| 99.95\%-99.5\% | 10\% | 10\% | 0\% | 24 min up to 4 hrs |
| 99.5\%-98.9\% | 25\% | 25\% | 0\% | 4 hrs up to 8 hrs |
| 98.9\%-98.2\% | 40\% | 40\% | 0\% | 8 hrs up to 12 hrs |
| <98.2\% | 50\% | 50\% | 0\% | Greater than 12 hrs |

Dedicated Internet Services Addendum, v20211123

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| ${ }^{414}$ | 2022 Ford 5 -150 Police eresonoter tan14 | 2023 | 5.00 | 2028 | 40,13500 | \$51,223,56 | 60,00000 | 6,000.00 | Estimated | ${ }^{\text {cip }}$ |  | renewable funding included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding included } \end{aligned}$ | 66,00000 | 4.00 | 16.500000 | 15,34.10 | 12,716.48 |  | 12,716,48 Extending lie to soseger ereflementy ys |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }^{4113}$ |  | 2024 | 3.00 | ${ }^{2027}$ | 52,65500 | ${ }_{50,96632}$ | 55,00000 | 5500.00 | Estimaed | ${ }^{\text {ap }}$ |  | renewable funding included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding included } \end{aligned}$ funding include | 60.50000 | ${ }^{3.00}$ | ${ }^{20,166,67}$ | 18,49723 | ${ }^{14000992}$ |  | Fleet vehicles substantial increase from FY23 to <br> 14,000.92 <br> 14,000.92 resent |
| ${ }^{415}$ | 2022 SUV Curiser fatololat15 | 2023 | 3.00 | 2026 | 38,570.00 | S4a,69980 | 54,00000 | 5400.00 | Estimaed | ${ }^{\text {cp }}$ | aters |  |  | 59900000 | 2.00 | 29,70000 | 27,24.37 | 16,09931 |  | 16,073 31 |
| ${ }^{4116}$ | 2023 Ford Explorer SUV Cruiser - Chief \#4116 | 203 | 5.00 | 2028 | 47725.00 | S60,310.69 | 56,00000 | 5,60000 | Estimaed | ${ }^{\text {cip }}$ | after FY funding transfer in fund | renewable funding included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding included } \end{aligned}$ | 61,60000 | 4.00 | 15,90000 | 14,125.16 | 11,88871 |  | ${ }^{11,868.71}$ |
|  | Cruiser Mobile Data Terminals and Accessories (4) | 2018 | 5.00 | 2023 |  | S000 |  |  | Estimated | ${ }^{\text {cp }}$ |  | renewable funding no included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ |  |  |  | - |  |  | line can berenoved |
|  | Handesus (15) | 2013 | 13.00 | 2026 |  | s000 | 9,00000 |  | Estinaed | ${ }^{\text {ap }}$ |  | renewable funding no included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 9,000.00 | 2.00 | 4.500.00 | 4,127.48 | ${ }_{2}^{2,46326}$ |  | ${ }^{2,48326}$ |
|  | Rfifes (6) |  | 10.00 | 2032 |  | S000 | 1225000 |  | Estimated | ${ }^{\text {cp }}$ |  |  | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \end{aligned}$ $\begin{aligned} & \text { funding not } \\ & \text { included } \end{aligned}$ mictua | 12250.00 | 8.00 | ${ }^{1.53125}$ | 1.400.49 | ${ }^{1.355 .69}$ |  | ${ }^{1,35569}$ |
|  | Watchguard Digital Video Cruiser Recorders <br> (3) | 2200 | 5.00 | 2025 |  | S000 | 32,5000 |  | Estimated | ${ }^{\text {cp }}$ | $\begin{aligned} & \text { after FY fu } \\ & \text { funding transfer in } \end{aligned}$ | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | ${ }^{32500000}$ | 1.00 | 32,50000 | ${ }^{29,809.58}$ | ${ }^{2} 260942$ | (4,000.00) |  |
|  | ${ }^{\text {Radata }}$ Units (3) | 2014 | 12.00 | 2026 |  | 5000 | 7,50000 |  | Estinaed | ${ }^{\text {cp }}$ |  | renewable funding no included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 7,500.00 | 2.00 | 3,550.00 | ${ }^{3,439.57}$ | 2.030 .22 |  | Fully fund three units. Will look to BHS for $2,030.22$ grants |
|  | Portabe eratios (12) | 2015 | 10.00 | 2025 |  | 50.00 | 15,00000 |  | Estimaed | ${ }^{\text {ap }}$ |  | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \end{aligned}$ | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 16,00000 | ${ }^{1.00}$ | 16,00.00 | 14,675.49 | ${ }^{1,32451}$ |  | ${ }^{1,324.51}$ |
|  | Speed railer | 2015 | 10.00 | 2025 |  | 50.00 | 15,000.00 |  | Estinaed | ${ }^{\text {ap }}$ |  |  |  | 15,000.00 | ${ }^{1.00}$ | 15500.00 | ${ }^{13,78827}$ | ${ }^{124173}$ |  | ${ }^{1,24173}$ |
|  | Records Mangesenen spsem- |  | 10.00 | 2024 |  | \$0.00 | 5,00000 |  | Estimated | ${ }^{\text {c1P }}$ |  | $\begin{aligned} & \text { renewable } \\ & \text { funding no } \end{aligned}$ | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 5,00000 |  | 5,000.00 | 4,586.09 | 41391 |  | ${ }^{413,91}$ |
|  | $\mathrm{T}_{\text {seeses }}(7)$ | ${ }^{2023}$ | 5.00 | 2028 | 15,50000 | ${ }^{50,10143}$ | 28800.00 |  | Estinaed | ${ }^{\text {ap }}$ | $\begin{aligned} & \text { after FY } \\ & \text { funding transfer in } \end{aligned}$ | renewable funding no included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 28800.00 | 4.00 | 7.200.00 | ${ }^{6,60397}$ | 5,59901 | ${ }^{(23,04020)}$ | first year to replacement year represents current lease term - encumbered 12/19/22 less $(17,491.19)$ applicable expenditures |
|  | AED U Unis in Cuisess 4 ) | 2022 | 5.00 | 2027 | 5.80000 | 57,022.43 | 7,00000 |  | Estimated | ${ }^{\text {c1P }}$ | Peterl |  | Estimated/CIP/after FY funding transfer/renewable funding not included ///renewable funding not included | 7,00000 | ${ }^{3} .00$ | ${ }^{2} .466 .67$ | 2.26247 | 1,72151 |  | 1,72, 51 |



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Sajing Costs
$2020 \quad 2020$

${ }^{4000100202473}$



| ARra402 | Sootselt.contined freating Apparaus | 201315.00 | 2028 | ${ }_{6} 620.50$ | \$13,555.65 | 15,000.00 | Estimaed | ${ }^{\text {ap }}$ |  | renewable funding not included |  | 15500000 | 4.00 | 3,55000 | ${ }^{235006}$ | 3,16249 | 3,16249 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Afrato3 | Sootself.conained dreating Apparaus | 201315.00 | 2028 | 6,520.50 | \$13,55, 65 | 15,000.00 | Estimaed | ${ }^{\text {ap }}$ |  | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ |  | 15,00000 | 4.00 | 3,55000 | ${ }^{235006}$ | 3,16249 | 3,16249 |
| ARPatos | Scots selicontained freating Apparaus | 201315.00 | 2028 | 6,520.50 | \$13,55.65 | 15,00000 | Estimated | ${ }^{\text {ap }}$ | $\begin{aligned} & \text { after FY } \\ & \text { funding transfer } \end{aligned}$ | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 15,00000 | 4.00 | 3,55000 | 2.350 .06 | 3,16249 | 3,16249 |
| ARratas | Sootself.contined dreating Apparaus | 201315.00 | 2028 | ${ }_{6}$,52.50 | ${ }_{\text {S13,55.65 }}$ | 15,000.00 | Estimated | ${ }^{\text {ap }}$ |  | renewable funding not included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 15,00000 | 4.00 | 3,55000 | ${ }^{2} 350.06$ | 3,16249 | 3,16249 |
| ARPatoo | Sootself.contined dreating Apparaus | 20131500 | 2028 | 6,520.50 | \$13,555.65 | 15,000.00 | Estimaed | ${ }^{\text {cp }}$ |  | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \end{aligned}$ | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 15500.00 | 4.00 | 3,55000 | ${ }^{2,350.06}$ | ${ }^{3,16249}$ | 3,16249 |
| AARPAKO7 | Sootself.Contined freating Apparaus | 201315.00 | 2028 | ${ }_{6} 6.52 .50$ | $\$_{13,555,65}$ | 15,000.00 | Estimaed | ${ }^{\text {ap }}$ | ${ }_{\substack{\text { aterefy } \\ \text { funding transer }}}$ | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \end{aligned}$ | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 15,00000 | 4.00 | 3,50.00 | ${ }^{2,350.06}$ | ${ }^{3,162.49}$ | 3,16249 |
| ARPatos | Soot seficonatine direating Apparaus | 201315.00 | 2028 | 6,52.50 | \$13,55.65 | 15,000.00 | Esimated | ${ }^{\text {cIP }}$ |  | renewable funding not included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 15,00000 | 4.00 | 3,55000 | 2.350 .06 | 3,162.49 | 3,16249 |
| ARPa409 | Sootselt.contined dreating Apparaus | 20115.00 | 2028 | ${ }^{6,520.50}$ | ${ }_{\text {S13,55.65 }}$ | ${ }^{150000.00}$ | Estimated | ${ }^{\text {ap }}$ | ${ }_{\text {a faterv }}^{\text {finding traster }}$ |  | Estimated/CIP/after FY funding transfer/renewable funding not included | 15,00000 | 4.00 | 3,55000 | 2.350 .06 | ${ }^{3,16249}$ | 3,16249 |
| ARrakkio | Sootself.contined freathing Apparaus | 201315.00 | 2028 | 6,520.50 | ${ }_{\text {S13,555,65 }}$ | 15,000.00 | Estinaed | ${ }^{\text {ap }}$ |  |  |  | 15,000.00 | 4.00 | 3,55000 | ${ }^{2} 350.06$ | 3,16249 | 3,16249 |
| ARBacki | Soot seff.contined dreating Apparaus | 201315.00 | 2028 | 6,520.50 | \$13,555,65 | 15,000.00 | Estimaed | ${ }^{\text {cp }}$ |  | funding not |  | 15,00000 | 4.00 | 3,55000 | ${ }^{2} 350.06$ | 3,16249 | 3,16249 |
| ARPak12 | Scot seff.Contined freating Apparaus | 20131500 | 2028 | 6,52.50 | \$1,5,55.65 | 15,000.00 | Estimaed | ${ }^{\text {ciP }}$ |  | renewable funding not | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 15,00000 | 4.00 | 3,550.00 | 2.350 .06 | 3,162.49 | 3,16249 |
| ARPakk | Soots sef.contained freating Apparatus | 20131500 | 2028 | 6,520.50 | ${ }_{\text {13, } 355.65}$ | 15,000.00 | Estimate | ${ }^{\text {ciP }}$ | $\begin{aligned} & \text { after FY } \\ & \text { funding transfer } \end{aligned}$ | renewable funding not included | Estimated/CIP/after FY funding transfer/renewable funding not included | 155000.00 | 4.00 | 3,750.00 | 2,350.06 | ${ }^{3,16249}$ | 3,16249 |
| ARPakx 4 | Soot Seff:COnained freating Apparaus | 20131500 | ${ }^{2028}$ | ${ }^{6,520.50}$ | ${ }^{513,555.65}$ | 15,000.00 | Estimated | cip |  | (remone | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | 155000.00 | 4.00 | 3,55000 | ${ }^{2,350.06}$ | ${ }^{3,16249}$ | 3,16249 |
| ARraaks |  | 201315.00 | 2028 | 6,520.50 | \$13,55.65 | 15,000.00 | Estimated | ${ }_{\text {cp }}$ | ${ }_{\text {a }}^{\text {aterf }}$ find | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ |  | 15,00000 | 4.00 | 3,50.00 | 2.350 .06 | 3,16249 | 3,16249 |
| Afrapala | Soot self.COnained dreating Apparaus | 201315.00 | 2028 | ${ }^{6,520.50}$ | ${ }^{513,555.65}$ | 15,000.00 | Estimated | cip | $\begin{aligned} & \text { after FY } \\ & \text { funding transfer } \end{aligned}$ | renewable funding not <br> funding |  | 15,00000 | 4.00 | 3,550.00 | 2.350 .06 | 3,16249 | 3,16249 |
| ${ }^{\text {LOH }}$ |  | 20191600 | ${ }^{2035}$ | 25,000.00 | ${ }_{\text {S44,571. } 86}$ | 47200113 | Estimated | ${ }^{\text {ap }}$ | after FY funding transfer | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | Estimated/CIP/after FY funding transfer/renewable funding not included | ${ }^{47201.13}$ | ${ }^{1100}$ | 4,291.01 | ${ }^{2}$.689.10 | 4,046.55 | 4,066.55 |
| เон |  | 201916.00 | 2035 | 25,00000 | \$54.51.1.86 | 472001.13 | Estimated | ${ }_{\text {cp }}$ |  | renewable funding not included | $\begin{aligned} & \text { Estimated/CIP/after } \\ & \text { FY funding } \\ & \text { transfer/renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | ${ }^{47201.13}$ | 1100 | 4,291.01 | 2.689 .10 | 4,06655 | 4,046.55 |







| Dell computer Sener | 2018 | 2025 |  | so.00 | 6,00000 | Estimated | ${ }^{\text {ap }}$ | ${ }_{\text {a }}$ aterfy | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ |  | 6,000.00 | 1.00 | 6,00000 | ${ }^{15,377.48}$ | ${ }^{(9,377.88)}$ | ${ }^{(9,37748)}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OHa Sener/sofurwe | 20165.00 | 2021 |  | 50.00 | . | Estimated | ${ }^{\text {cp }}$ |  |  |  |  |  | - |  | - | No oroser needed, coud hosted |
| Digital voce erecordeforo dispach | 2022 5.00 | 2027 |  | so.00 |  | Estimaed | ${ }^{\text {cp }}$ |  |  |  | . | 200 | . |  |  | Using singe voiere recorde w with bar thator |
| Avee scout $x$ X Sispach Comsile | 20225.00 | 202 | 84,820.00 | \$108,25420 | 5,00000 | Estimated | ${ }^{\text {cp }}$ |  |  |  | 5,000.00 | 2.00 | 2.50000 | ${ }_{6,30,61}$ | ${ }_{\text {(99,31) }}$ | Hardware replacement (\$5k) after 5 years, (695.31) whole aparatus not necessary |
| Dispath Cososole Priect -amual pmis | 20334.00 | 2027 |  | so.00 | 48,721.00 | Estimated | ${ }^{\text {cp }}$ |  |  |  | 48,721.00 | 2.00 | 24,36.50 | ${ }^{62271.43}$ | (6,752.21) | (6,775.21) 9/7/21.15ecectoard Appoval |
| mo Police Chamel | 200625.00 | 2031 |  | so.00 | 65,00000 | Estimated | ${ }_{\text {cp }}$ |  |  |  | 65,000.00 | ${ }_{6} .00$ | ${ }^{10,833,33}$ | 27,92.66 | 6,217.89 | ${ }_{6,21789}$ |
| mo fiefens chamel | 200625.00 | 2031 |  | s0.00 | 65,00000 | Estimated | ${ }_{\text {cp }}$ |  |  |  | 65,000.00 | ${ }_{6} .00$ | ${ }_{10,833} 3$ | 27,922.66 | 6,217.89 | ${ }_{6} 6177.89$ |
| Mo Public Worsksus Chamel | 201525.00 | 2040 |  | s0.00 | 27,00000 | Estimated | ${ }_{\text {ap }}$ |  | renewable funding not <br> included |  | 27,000.00 | 15.00 | ${ }^{180000}$ | 4,60124 | 1,993,25 | 1,993.25 |
| ANP MDI LE/fire/EMS Channels (2) Systems | $2018 \quad 15.00$ | 203 |  | 50.00 | ${ }^{11,00000}$ | Estimated | ${ }^{\text {cp }}$ |  | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ |  | 11,000.00 | 8.00 | ${ }^{1375500}$ | ${ }^{3,514.89}$ | 935.55 | ${ }_{93565}$ |



\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \[
\begin{array}{cc} 
\& \begin{array}{c}
\text { Reserve } \\
\text { Descriptio }
\end{array} \\
\text { Reserve Acct \# } \& \mathrm{n} \\
\hline
\end{array}
\] \& Iterifie, fitapicale \& Doscrition ofassel/cost \&  \& urchase Price / Value
at Aquisition (Actual
or Estimated), If Known \& \[
\begin{gathered}
\text { Future Value } \\
\text { Determination of } \\
\text { Replacement Cost } \\
\hline
\end{gathered}
\] \& \[
\begin{gathered}
\text { Estimated } \\
\text { Replacement Cost of } \\
\text { Comparable Asset, } \\
\text { Excluding Trade-In } \\
\text { Value } \\
\hline
\end{gathered}
\] \& Add: Difference for
Renewable Energy
Model, if Applicable \& \begin{tabular}{l}
Replacement Cos \\
Methodology
\end{tabular} \& \[
\begin{aligned}
\& \text { Repeperenent } \\
\& \text { Mentonotogesy }
\end{aligned}
\] \&  \&  \&  \&  \& cement cost \& \[
\begin{gathered}
\begin{array}{c}
\text { Years } \\
\text { Until } \\
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\text { ent }
\end{array} \\
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\end{gathered}
\] \&  \&  \&  \& \[
\begin{gathered}
\text { Adjustment Per } \\
\text { Professional } \\
\text { Judgement, See } \\
\text { Note } \\
\hline
\end{gathered}
\] \& \begin{tabular}{l} 
Proposed \\
Net of \\
Unencumbered \\
Reserve Funds and \\
Professional \\
Judgement \\
Adjustment \\
\hline
\end{tabular} \& \({ }_{\text {Notes }}\) \\
\hline \& 2013
2016 \&  \& \(\begin{array}{lll}2013 \& 1100 \& 2024 \\ \& \& \\ 2016 \& 1100 \& 2027\end{array}\) \& 12502100

148899900 \& \$16,0,8389 \& 207999000

2412121.38 \& \& Estimaed
futur value \& cip
cip \&  \&  \&  \& \& 20,909000

1993055.50 \& 3.00 \& 207909900

64778853 \& $64,874.69$

20,20997 \& [14,334.366 \& (115,00000) \&  \& Replacement Years > 7 so inflation rate adjusted down to $\mathbf{2 . 5 \%}$. Professional judgement reflects recent purchase of funding for the next replacement.
$\qquad$ down to $2.5 \%$. <br>
\hline
\end{tabular}






| 2004 | SH froward frad Ps | 200420.00 | 2024 | ${ }^{6,5619,00}$ | 5168800.15 | Future value Bonding | $\underset{\substack{\text { on7/L of } \\ \text { repaementy }}}{\text { fin }}$ | renewable funding not included |  | 168800.15 |  |  | Bonding when upgraded or replaced; pumps replacement TBD |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2004 | ${ }^{\text {Babsong Creeks }}$ | 200420.00 | 2024 | 345,550.00 | 5915.520.37 | Fture Value Bonding | $\underset{\substack{\text { onflo of } \\ \text { repacementry }}}{\text { inf }}$ | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \end{aligned}$ |  | ${ }^{15,520.37}$ |  |  | Bonding when upgraded or replaced; pumps \& electric panel replacement TBD |
| 204 | Somessile itibar Ps | 200420.00 | 2024 | 345,72.000 | S917,314,00 | Fiture Value Bonding | $\begin{aligned} & \text { on } 7 / 1 \text { of } \\ & \text { replacement } \mathrm{FY} \end{aligned}$ | renewable funding no |  | 917,31400 |  |  |  <br> ectric panel replacement TBD |
| 205 | Oter creek ps | 200520.00 | 2025 | 1,966,29800 | \$5,27,18,866 | Future value bonding |  | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \end{aligned}$ |  | 5,277,78,866 |  |  | Bonding when upgraded or erepaced |
| 205 | Seal hator wwip | 200540.00 | 2045 | 3,082,600.00 | \$21,701,46920 | Future Value bonding |  | renewable funding not included |  | 21,901,46920 | 20.00 |  | Bonding when upgraded of replaced |
| 2006 | nehosmbug | 200640.00 | 2046 | 307,787.53 | 52,66,00974 | Future value bonding |  | renewable funding no included |  | 2,664009,74 | ${ }^{21.00}$ |  | Bonding when upgated or repenced |
| 207 | Seasteet Ps | 200720.00 | ${ }^{2027}$ | 341,280.00 | 5505 S17.74 | Future value Bonding |  | renewable funding no included |  | 905,517.44 | 200 |  | Bonding when upgraded or replaced: pumps, <br> ectric panel, wet well, sewer pipe \& force main |
| 209 | Fence Ps | 200920.00 | 2029 | ${ }_{34,5010.00}$ | \$917,00622 | Future Value bonding |  | renewable funding no funding n |  | 917,006.22 | 4.00 |  | Bonding when upgraded or replaced; pumps \& nt TBD |
| ${ }^{2009}$ |  | 200940.00 | 2099 | 4,137,610.00 | 529,128,727.70 | Future value Bonding |  | renewable funding no included |  | 29,128,727.70 | ${ }^{24.00}$ |  | Bonding when upgated or repenced |
| 200 | Steamboat Whar foad Pump Staion | 200020.00 | 2030 | 578,85.50 | \$1,35,15825 | Future Value Bonding | $\begin{aligned} & \text { on } 7 / 1 \text { of } \\ & \text { replacement } \mathrm{FY} \end{aligned}$ | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ | Futur <br> 7/1 of replacemen <br> FY/renewable funding not <br> included | ${ }^{1,535,158,25}$ | 5.00 |  | Bonding when upgraded or replaed |
| 200 | Sall labor fier | 201120.00 | 2031 | 5,00000 | S13,26649 | Fture Value Eonding |  | $\begin{aligned} & \text { renewable } \\ & \text { funding not } \\ & \text { included } \end{aligned}$ |  | ${ }^{13,26649}$ | 6.00 |  | Boning une uvgrade or erepa |





|  | Hatbomasere Bulding | 2011 | ${ }^{40.00}$ | 2051 | 26839700 | \$1,889511.85 | 221,10000 | ${ }^{11,055.00}$ | Estimated | Booding |  | $\begin{aligned} & \text { Estimated/Bonding/Re } \\ & \text { newable funding } \\ & \text { included } \end{aligned}$ | 232, 5 5, 00 |  | 27.00 |  |  |  |  | Bonding when upgrade TBD |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Vachtran Buuliding | 2011 | 40.00 | 2051 | 295,06,00 | S2081,76.90 | $265,300.00$ | 13,195.00 | Estimated | Booding | $\substack{\text { Reneuabe finding } \\ \text { incuded }}$ | Estimated/Bonding/Re newable | 27,795.00 |  | 27.00 |  |  |  |  | Bonding when upgraded TBD |
|  | Vsitors Cenere buluding | 2011 | 40.00 | 2051 | 30, 388.00 | \$2,199,93899 | 290,00000 | ${ }_{14,530.00}$ | Estimad | Booding |  | Estimated/Bonding/Re newable | 305,30000 |  | 27.00 |  |  |  |  | Bonding when upgraded TBD |
| Totolstructues |  |  |  |  | 868.0100 | ${ }^{6.110,71724}$ | 775.50000 | 38,88000 |  |  |  |  | 814,38000 |  |  |  |  |  |  | (1) |
| Northeast Harbor Northeast Harbor Capital Improvement |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 75,400.89 |  |  |  |
|  | Peerenth | ${ }^{1957}$ | ${ }^{1200}$ | 2028 |  | S000 | 1,500,00000 |  | Estimated | ${ }^{\text {Booding }}$ | Renembeferuding | $\begin{aligned} & \text { Estimated/Bonding/Re } \\ & \text { newable funding not } \\ & \text { included } \end{aligned}$ | 1.500,00000 |  | 400 |  |  |  |  | Boondiguser repaces |
|  | $\begin{aligned} & \text { 1-4 } 460 \text { WALK WAY } \\ & \text { BRIDGE } \end{aligned}$ | ${ }^{2022}$ | 35.00 | ${ }^{2057}$ | ${ }^{35,50000}$ | \$197,97975 | 45500000 |  | Estimated | ${ }^{\text {cp }}$ | Renemub funing | $\begin{aligned} & \text { Estimated/CIP/Renewa } \\ & \text { ble funding not } \\ & \text { included } \end{aligned}$ |  | 45500000 | ${ }^{3300}$ | ${ }_{1,36364}$ | 2,146,17 | 12,2860 | 1,298.60 |  |
|  | 1-4 X 60 WALK WAY BRIDGE | 2022 | 35.00 | ${ }^{2057}$ | ${ }_{35,55000}$ | \$197,9975 | 45,00000 |  | Estimed | ${ }^{\text {cp }}$ | Renembe fending | $\begin{aligned} & \text { Estimated/CIP/Renewa } \\ & \text { ble funding not } \\ & \text { included } \end{aligned}$ |  | 45,00000 | 3300 | ${ }^{1.363,64}$ | 2.464 .17 | 1.29860 | 1.298,60 |  |
|  | $\begin{aligned} & 1-8 \times 40 \text { WALK WAY } \\ & \text { BRIDGE } \end{aligned}$ | 199 | ${ }^{31.00}$ | 202 |  | S000 | 55,00000 |  | Estimated | ${ }_{\text {cip }}$ | Renewable funding not included | Estimated/CIP/Renewa <br> ble funding no included |  | 55,00000 | 4.00 | 13,55000 | ${ }^{21.590 .50}$ | ${ }_{8}^{833988}$ | ${ }^{8,33988}$ | replaced |
|  | 24-Power Stancions 30/50 amp | 1990 | 40.00 | ${ }^{2030}$ |  | S000 | 84,00000 |  | Estimated | ${ }^{\text {cp }}$ | Renembe funing | Estimated/CIP/Renewa ble funding not <br> included |  | 84000.00 | ${ }^{600}$ | 14,00000 | ${ }^{22,33,96}$ | 10,327.67 | 10,377.67 |  |
|  | 2-Power Stancions 30/50 amp | ${ }^{203}$ | 40.00 | 2063 | 5,625,00 | 539,59994 |  |  | Future value | ${ }^{\text {cp }}$ |  | Future <br> Value/CIP/Renewable <br> funding not included |  | 39,59994 | 3900 | ${ }^{1.015 .58}$ | ${ }^{1.58807}$ | 974.41 | 974.41 |  |
|  |  | 2022 | 40.00 | 2062 |  | S000 | 17,50000 |  | Estrmated | ${ }^{\text {ciP }}$ |  | $\begin{aligned} & \text { Estimated/CIP/Renewa } \\ & \text { ble funding not } \\ & \text { included } \end{aligned}$ | . | 17,50000 | ${ }^{3800}$ | 46.53 | ${ }^{22480}$ | ${ }_{414.45}$ | 441.45 |  |
|  | 5-Power Stancions 100 amp | 2009 | 40.00 | 2099 |  | S000 | 25,000.00 |  | ${ }_{\text {Estimated }}$ | ${ }^{\text {cp }}$ |  | $\begin{aligned} & \text { Estimated/CIP/Renewa } \\ & \text { ole funding not } \\ & \text { ncluded } \end{aligned}$ |  | 25,000.00 | 25.00 | 1.000.00 | ${ }^{1.573 .85}$ | ${ }^{93705}$ | ${ }^{33705}$ |  |
|  | 6 - Submerged Power | 2009 | 50.00 | 2059 |  | S000 | 88000000 |  | Estimated | ${ }^{\text {cp }}$ | Renewable funding not included | Estimated/CIP/Renewa $\begin{aligned} & \text { ble funding not } \\ & \text { included } \end{aligned}$ |  | 80,00000 | 3500 | 2285,71 | ${ }^{3,59738}$ | 2,18293 | 2,18233 |  |
|  | 5-Submerged Power | 2016 | 50.00 | ${ }^{2066}$ |  | 5000 | 67,000.00 |  | Estimated | ${ }^{\text {c1 }}$ | Renemonefending | $\begin{aligned} & \text { Estimated/CIP/Renewa } \\ & \text { ble funding not } \\ & \text { included } \end{aligned}$ |  | 67,00000 | 4200 | ${ }_{1.95924}$ | 2510.67 | 1.535.46 | 1,53546 |  |
| Add 2 new ramps built in FY23? <br> 6410100-24680 NEH Marina Cap Improve Reserve | ¢- Susmerge Power | ${ }_{1980}$ | 50.00 | 2035 |  | S000 S000 | 120,000.00 |  | ${ }_{\text {Estimated }}^{\text {Estinated }}$ | ${ }_{\text {cp }}^{\text {cip }}$ | Renewable funding not included Renewable funding <br> not included | $\begin{aligned} & \text { Estimated/CIP/Renewa } \\ & \text { ble funding not } \\ & \text { included } \end{aligned}$ |  | 120,000.00 | ${ }_{1100}$ | 10.90909 | 17,6932 | 9,34824 | 9,34824 |  |
|  |  |  |  |  | ${ }_{7,1,15,50}$ | ${ }^{43399509}$ | 2088560000 |  |  |  |  |  | 1.500000000 | 58, 09994 |  | 4777432 | 75,40889 | ${ }_{36,6829}$ | 36,68429 |  |



| $8-6 \times 00$ emgerffioats | 203 | 35.00 | 2038 | \$000 | 53,38.00 | Estimated | ${ }_{\text {cip }}$ | Renewable funding | Estimated/CIP/Renewa <br> included | 53733.00 | ${ }^{14.00}$ | 3,388.33 | ${ }_{18,60589}$ | 2.50944 | 2.50944 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5-20×20 FLOATS NEH | 2008 | 30.00 | ${ }^{2038}$ | 50.00 | 90,55900 | Estimated | ${ }^{\text {ciP }}$ |  | Estimated/CIP/Renewa <br> ble funding not | 90,55900 | 14.00 | ${ }_{6,46850}$ | ${ }^{31,354.46}$ | 4.22890 | 4.22890 |
| $1-20 \times 20$ FLOATS North Dock | 2013 | 30.00 | 2003 | 50.00 | ${ }^{13,08200}$ | Estimated | ${ }^{\text {ciP }}$ | Renewable funding | Estimated/CIP/Renewa ble funding n included | 13,88200 | 19.00 | 68853 | 3,377.46 | ${ }_{51287}$ | 51287 |
| $5-20 \times 20$ FLOATS Commercial Float | 2013 | 30.00 | 2043 | 5000 | ${ }^{65410.00}$ | Estimated | ${ }^{\text {ciP }}$ | Renewable funding not included | Estimated/CIP/Renewa ble funding n <br> include | 6541000 | 19.00 | ${ }^{3,42263}$ | ${ }^{16,68731}$ | ${ }^{2.56635}$ | 2.56635 |


|  | 5-10 X 40 FINGER FLOATS Face Dock | 2007 | 22.00 | 2028 | 50.00 | 120,000.00 | Estimated | ${ }^{\text {cIP }}$ | Renewable f | Estimated/CIP/Renewa ble fund | 120,000.00 | 4.00 | 30,000 00 | ${ }^{155417.61}$ | (6,554.40) | (6,354.40) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 12-6x36 Fnger foats | 2013 | 30.00 | 2043 | S000 | ${ }_{84,00000}$ | Estimated | ${ }^{\text {c1P }}$ | Renembetefning | Estimated/CIP/Renewa <br> ble funding n included <br> reluded | 84,000.00 | 19.00 | 4,421.05 | ${ }^{21,129.96}$ | 3,293.46 | 3,23316 |
|  | $5-6 \times 3$ fefugerfioars | 2013 | 30.00 | 2003 | S000 | 15,80000 | Estimated | ${ }^{\text {cp }}$ | Renenub fonding | Estimated/CIP/Renewa <br> ble funding not <br> included | 15.500 .00 | 1900 | 83.58 | 4,030,87 | ${ }_{619.43}$ | 619.93 |
|  | $3-6 \times 24$ fngerfioars | 2013 | 30.00 | 2003 | S000 | 13,80000 | Estamed | ${ }^{\text {ciP }}$ | Renemede fonding | Estimated/CIP/Renewa <br> ble funding not included | ${ }^{13,800000}$ | 1900 | ${ }^{2632}$ | 3,520.64 | 54102 | 54102 |
|  | 8 8-6x00 Fenserfiouts | ${ }^{2005}$ | 30.00 | ${ }^{2035}$ | S000 | 56,23900 | Estimated | ${ }^{\text {cp }}$ | Renemube fonding | Estimated/CIP/Renew ble funding not included | 56,33,00 | 1100 | 5,11264 | 24,78224 | ${ }^{2.859,71}$ | 2.85971 |
|  |  | 205 | 30.00 | 2035 | S000 | 91,38880 | Estimated | ${ }^{\text {cip }}$ | Renemub forning | Estimated/CIP/Renewa <br> ble funding not <br> included | ${ }^{91,388.00}$ | 1100 | 8.30300 | 40.770 .98 | 4.677700 | 4.64700 |
|  | 26 - Mooring Float Top Chains | 2020 | ${ }_{9} .00$ | 2029 | S000 | 15,50000 | Estimaed | ${ }^{\text {cip }}$ | Renewable fun <br> not included | Estimated/CIP/Renew <br> ble funding not <br> include | 15,50000 | 500 | 3,22000 | 15,123,43 | 9531 | ${ }_{9531}$ |
|  | 26 - Mooring Float Bottom Chains | 209 | ${ }^{22.00}$ | ${ }^{2031}$ | 50,00 | 25,00000 | Etimated | ${ }^{\text {cp }}$ | Renenoule foning | stimated/CIP/Renew <br> ble funding not | 26,000.00 | 7.00 | 3,7429 | ${ }^{18,00008}$ | ${ }^{1,1,2227}$ | ${ }^{1,42227}$ |
|  |  | 2019 | 9.00 | 2028 | S000 | 6,00000 | Estimated | ${ }^{\text {cip }}$ | Renewable f | Estimated/CIP/Renewa ble funding not included | 6,00000 | 4.00 | 1.50000 | 7270.88 | (31772) | ${ }^{(31772)}$ |
| Alvah Barge invoice 9097 in amount of \$2,434.50 - include? <br> 410100-24681 NEH Mooring/Floats Reserve |  | 2000 | 26.00 | 2026 | S000 | 10,000.00 | Estimated | ${ }^{\text {cip }}$ | Renewable funding <br> not included | Estimated/CIP/Renew <br> included <br> included | 10,000.00 | 200 | 5.00000 | ${ }^{24,23627}$ | (7,118,13) | [7,181.3) |
| $T$ Toun Nortesest hatoror foos |  |  |  |  |  | 66161600 |  |  |  |  | 66161600 |  | 7,1719.196 | 374.07204 | 9,2320 | ${ }_{9}^{2,232000}$ |




## TREASURER'S

## WARRANTS

Description \# Date Amount
A. Warrants to be Approved and Signed:

Town Invoices
AP\#2432 11/21/23 204,220.18
$\$ \quad 204,220.18$
B. Authorized Warrants to be Signed: (Wendy needs to abstain)
(Prior Electronic or Manual Authorization )
Town State Fees \& P/R Benefits

| AP\#2430 | $11 / 08 / 23$ | $\$$ | $4,606.99$ |
| :--- | :--- | :--- | ---: |
| AP\#2431 | $11 / 15 / 23$ | $\$$ | $46,377.58$ |

Town Payroll
PR\#2412 11/09/23 \$ 159,485.29
\$ 210,469.86
C. Warrants to be Acknowledged:

School Invoices

## School Payroll

PR\#10
11/10/23
\$
96,778.62

## Town Voids

| $\$ \quad 96,778.62$ |
| :--- |

\$ 511,468.66



$\qquad$ -
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## YEAR-TO-DATE BUDGET REPORT

-1№n


| Town of Mount Desert |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

Town of Mount Desert

\footnotetext{
YEAR-TO-DATE BUDGET REPORT

|  | $\begin{gathered} \text { ORIGINAL } \\ \text { APPROP } \\ \hline \end{gathered}$ | $\begin{aligned} & \text { TRANFRS/ } \\ & \text { ADJSTMTS } \\ & \hline \end{aligned}$ | $\begin{aligned} & \text { REVISED } \\ & \text { BUDGET } \\ & \hline \end{aligned}$ | YTD EXPENDED | ENCUMBRANCES | $\begin{gathered} \text { AVAILABLE } \\ \text { BUDGET } \end{gathered}$ | $\begin{aligned} & \text { PCT } \\ & \text { USED } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| GRAND TOTAL | 13,441,340 | 333,375 | 13,774,715 | 13,223,210.32 | . 00 | 551,505.15 | 96.0\% |
|  | ** END OF REPORT - Generated by Lisa Young ** |  |  |  |  |  |  |



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## YEAR-TO-DATE BUDGET REPORT


YEAR-TO-DATE BUDGET REPORT

| $\begin{array}{ll}\text { ACCOUNTS } & \text { FOR: } \\ 600 & \text { Marina }\end{array}$ | ORIGINAL APPROP | $\begin{aligned} & \text { TRANFRS/ } \\ & \text { ADJSTMTS } \end{aligned}$ | $\begin{gathered} \text { REVISED } \\ \text { BUDGET } \\ \hline \end{gathered}$ | YTD EXPENDED | ENCUMBRANCES | $\begin{gathered} \text { AVAILABLE } \\ \text { BUDGET } \\ \hline \end{gathered}$ | $\begin{aligned} & \text { PCT } \\ & \text { USED } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 101 Northeast Harbor Marina | 664,321 | 0 | 664,321 | 283,876.51 | . 00 | 380,444.49 | 42.7\% |
| 102 Seal Harbor Marina | 12,800 | 0 | 12,800 | 2,571.83 | . 00 | 10,228.17 | 20.1\% |
| 103 Bartlett Marina | 4,800 | 0 | 4,800 | 504.84 | . 00 | 4,295.16 | 10.5\% |
| 104 Somes Marina | , 750 | 0 | , 750 | 262.50 | . 00 | 487.50 | 35.0\% |
| 801 General obligation | 32,032 | 0 | 32,032 | 32,010.06 | . 00 | 21.94 | 99.9\% |
| 991 Operating Transfers | 137,377 | 0 | 137,377 | 63,108.00 | . 00 | 74,269.00 | 45.9\% |
| TOTAL Marina | 852,080 | 0 | 852,080 | 382,333.74 | . 00 | 469,746.26 | 44.9\% |



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$283,876.51$
$2,571.83$
504.84
3266.50
$32,010.06$
$63,108.00$
$382,333.74$

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| Town of Mount Desert |
| :--- |
| YEAR-TO-DATE BUDGET REPORT |
| FOR 202413 |

TOWN OF MOUNT DESERT accounts payable warrant
WARRANT AP\# 2432

$$
\begin{aligned}
& \text { TOTAL DISBURSEMENTS: } \$ \mathbf{2 0 4 , 2 2 0 . 1 8} \\
& \text { This is to certify that there is due and chargeable to the appropriations listed above } \\
& \text { the sum set against each name and you are directed to pay unto the parties } \\
& \text { named in this schedule. } \\
& \begin{array}{lrl}
\begin{array}{lr}
\$ & 112,725.15
\end{array} & \text { Check payments } \\
\cline { 1 - 2 } \mathbf{\$} & \mathbf{1 0 4 . 7 4} & \text { Electronic payments } \\
& & \\
& \text { ACH Payments }
\end{array} \\
& \begin{array}{l}
\text { through } \\
\text { and }
\end{array} \\
& \text { through } \\
& \text { and }
\end{aligned}
$$

CHECK DATE:
November 21, 2023
Martha T Dudman
Geoffrey V Wood, Secretary

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

James F Mooers
${ }_{\text {| }}^{\text {apcshdsb }}{ }^{1}$
$\stackrel{\text { n }}{2}$
2,530.14

$3,677.19$
$3,677.19$
99.00
136.00



$25,527.34$
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| INV DATE PO | WARRANT |
| ---: | :---: |
| $10 / 31 / 2023$ | AP2432 |
| $10 / 31 / 2023$ | AP2432 |
| $10 / 31 / 2023$ | AP2432 |
| CHECK | 3039 TOTAL: |
| $11 / 06 / 2023$ | AP2432 |
| CHECK | 3040 TOTAL: |
| 11/06/2023 | AP2432 |
| $11 / 06 / 2023$ | AP2432 |
| $11 / 06 / 2023$ | AP2432 |
| CHECK | 3041 TOTAL: |
| $10 / 30 / 2023$ | AP2432 |
| CHECK | 3042 TOTAL: |
| $10 / 31 / 2023$ | AP2432 |
| CHECK | 3043 TOTAL: |
|  |  |
| $10 / 28 / 2023$ | AP2432 |
| $10 / 27 / 2023$ | AP2432 |
| $11 / 01 / 2023$ | AP2432 |
| $11 / 03 / 2023$ | AP2432 |
| CHECK | 3044 TOTAL: |
| $11 / 11 / 2023$ | AP2432 |
| CHECK | 3045 TOTAL: |
| $10 / 31 / 2023$ | AP2432 |
| $10 / 31 / 2023$ | AP2432 |




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319633 TOTAL:
AP2432
319634 TOTAL:
AP2432
319635 TOTAL:
AP2432
319636 TOTAL: AP2432
AP2432
319637 TOTAL:





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466.33
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$2,940.95$


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$\underset{\sim}{n}$
$\underset{i}{-}$ 1,242.69 113.09
$1,355.78$
WARRANT
AP2432
319653 TOTAL:
AP2432
319654 TOTAL:
AP2432
319655 TOTAL:
AP2432
319656 TOTAL:
AP2432
319657 TOTAL:
AP2432
319658 TOTAL:
AP2432
319659 TOTAL:
AP2432
AP2432
319660 TOTAL:
AP2432
AP2432 $\begin{array}{r}\text { INV DATE PO } \\ \text { CHECK } \\ \text { 10/22/2023 } \\ \text { 10/22/2023 } \\ \text { CHECK } \\ \text { 10/22/2023 } \\ \text { CHECK } \\ \text { 10/22/2023 } \\ \text { CHECK } \\ 11 / 02 / 2023 \\ \text { CHECK } \\ 10 / 31 / 2023 \\ \text { CHECK } \\ \hline 11 / 09 / 2023 \\ \text { CHECK } \\ \hline 10 / 27 / 2023 \\ 11 / 03 / 2023 \\ \text { CHECK } \\ \hline 09 / 30 / 2023 \\ 07 / 31 / 2023 \\ \text { CHECK } \\ \hline\end{array}$


| $\begin{aligned} & \text { 11/16/2023 10:41 } \\ & \text { 69057you } \\ & \text { CASH ACCOUNT: } 100 \\ & \text { CHECK NO CHK DATE } \end{aligned}$ | \|Town of Mount Desert <br> \|A/P CASH DISBURSEMENTS JOURNAL |  |  |  | INV DATE PO WARRANT |  |  | NET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | ${ }_{\text {TYPE }}^{1}$ | $\begin{aligned} & 100 \\ & \text { IENDOR } \end{aligned}$ | NAME <br> Ckg-BH General Fund | 8066 |  |  |  |  |
| 319670 11/21/2023 | PRTD | 2955 | municipal waste solutions, | LLC | CHECK |  | 319669 TOTAL: | 410.74 |
|  |  |  |  |  | 11/02/2023 |  | AP2432 | 16,554.54 |
|  |  |  |  |  | СНеСК |  | 319670 TOTAL: | 16,554.54 |
| 319671 11/21/2023 | PRTD | 2160 | coastal auto parts |  | 11/07/2023 |  | AP2432 | 33.93 |
|  |  |  | coastal auto parts |  | 10/24/2023 |  | AP2432 | 261.46 |
|  |  |  | COASTAL AUTO PARTS |  | 11/06/2023 |  | AP2432 | 5.36 |
|  |  |  | COASTAL AUTO PARTS |  | 11/02/2023 |  | AP2432 | 125.94 |
|  |  |  | COASTAL AUTO PARTS |  | 11/02/2023 |  | AP2432 | 27.38 |
|  |  |  | coastal auto parts |  | 11/08/2023 |  | AP2432 | 74.25 |
|  |  |  | COASTAL AUTO PARTS |  | 11/08/2023 |  | AP2432 | 408.99 |
|  |  |  | COASTAL AUTO PARTS |  | 11/09/2023 |  | AP2432 | 71.88 |
|  |  |  | COASTAL AUTO PARTS |  | 11/01/2023 |  | AP2432 | -359.01 |
|  |  |  | coastal auto parts |  | 11/13/2023 |  | AP2432 | 94.97 |
|  |  |  | COASTAL AUTO PARTS |  | 11/13/2023 |  | AP2432 | 165.83 |
|  |  |  | COASTAL AUTO PARTS |  | 11/13/2023 |  | AP2432 | 259.40 |
|  |  |  | COASTAL AUTO PARTS |  | 11/13/2023 |  | AP2432 | 99.95 |
|  |  | 2932 | national nena |  | СНеСК |  | 319671 TOTAL: | 1,270.33 |
| 319672 11/21/2023 | PRTD |  |  |  | 10/01/2023 |  | AP2432 | 147.00 |
|  |  |  |  |  | СНеСК |  | 319672 TOTAL: | 147.00 |
| 319673 11/21/2023 | PRTD | 2964 | Louisa newlin |  | 11/15/2023 |  | AP2432 | 4,557.00 |
|  |  |  |  |  | CHECK |  | 319673 TOTAL: | 4,557.00 |
| 319674 11/21/2023 | PRTD | 794 | olver associates, inc |  | 11/07/2023 |  | AP2432 | 2,618.00 |
|  |  |  |  |  | CHECK |  | 319674 TOTAL: | 2,618.00 |



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$\left\lvert\, \begin{array}{rr}\text { | } \\ \left\lvert\, \begin{array}{r}\text { apcshdsb }\end{array}\right. \\ 12\end{array}\right.$

| T OB | DEBIT | CREDIT |
| :---: | :---: | :---: |
| 135,481.32 |  |  |
|  |  | 204,115.44 |
|  | 13,311.63 |  |
|  | 20,272.49 |  |
|  | 35,050.00 |  |
|  | 204,115.44 | 204,115.44 |
| 13,311.63 |  |  |
| 13,311.63 |  |  |
| 20,272.49 |  |  |
| 20,272.49 |  |  |
| 35,050.00 |  |  |
| 35,050.00 |  |  |
|  | 68,634.12 | 68,634.12 | 


$\left\lvert\, \begin{array}{lr}\text { | } \\ \left\lvert\, \begin{array}{r}\text { apcshdsb }\end{array}\right.\end{array}\right.$

| FUND |  | due to | due FR |
| :---: | :---: | :---: | :---: |
| 100 General Fund |  | 68,634.12 |  |
| $\begin{array}{ll}300 & \text { Capital Projects } \\ 400 \\ \text { Investment Trusts-Reserves }\end{array}$ |  |  | 20,272.49 |
| 600 Marina |  |  | 35,311.63 |
|  | total | 68,634.12 | 68,634.12 |


| $\begin{aligned} & 11 / 16 / 2023 \text { 10:43 } \\ & 69057 \text { you } \end{aligned}$ | Town of Mount Desert <br> \|A/P CASH DISBURSEMENTS JOURNAL |  |  |  |  | INV DATE PO WARRANT |  |  | $\left\lvert\, \begin{aligned} & \text { Papcshdsb } \\ & 1 \end{aligned}\right.$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CASH ACCOUNT: 100 CHECK NO CHK DATE | $\begin{aligned} & 10100 \\ & \text { TYPE VENDOR NAME } \end{aligned}$ | Ckg-BH General | Fund | 8066 |  |  |  |  | NET |
| 59766 11/19/2023 | WIRE 1465 US | BANK EQUIPMENT | FINANC | CE INC |  | 10/26/2023 |  |  | 104.74 |
|  |  |  |  |  |  | CHECK |  | 59766 TOTAL: | 104.74 |
|  |  |  |  | number of checks | 1 | *** CASH | ACCOU | NT TOTAL *** | 104.74 |
|  |  |  |  |  |  | COUNT |  | Ount |  |
|  |  |  |  | total wire transfers |  | 1 |  | 4.74 |  |




| PER | JNL | EFF DATE ACCOUNT DESCRIPTION |  | DEBIT | CREDIT |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 5 | 52 | 11/21/2023 <br> Ckg-BH General Fund Accounts Payable | 8066 | 104.74 | 104.74 |
|  |  |  | FUND TOTAL | 104.74 | 104.74 |

TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT

## WARRANT AP\# 2430 <br> CHECK DATE: November 8,2023

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

John B Macauley, Chairman

James F Mooers
Selectmen:
TOWN OF MOUNT DESERT

## WARRANT PR\# 2412 <br> CHECK DATE: November 9, 2023


 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\#2430 \& PR\#2412 Approval Request |
| Date: | Wednesday, November 8, 2023 10:04:07 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 Wed, Nov 8, 2023 at 10:02 AM Lisa Young < financeclerk@mtdesert.org> wrote:

Greetings,

Attached are the following warrants for approval:

| Accounts Payable | $\# 2430$ | total of | $\$ 4,606.99$ |
| :--- | :--- | :--- | :--- |
| Payroll | $\# 2412$ | total of | $\$ 159,485.29$ |

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)

## PRIVACY NOTICE

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TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT

## WARRANT AP\# 2431 <br> November 15, 2023 <br> CHECK DATE:

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

James F Mooers

| From: | Rick Mooers |
| :--- | :--- |
| To: | Lisa Young |
| Subject: | Re: Warrant AP\#2431 State Fees/Payroll Benefits |
| Date: | Tuesday, November 14, 2023 6:29:19 PM |

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

## Approved

## Sent from my iPhone

On Nov 14, 2023, at 5:29 PM, Lisa Young [financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org) wrote:

Greetings,
Attached is Accounts Payable Warrant \#2431 (for Payroll and/or State Fees) in the amount of $\$ 46,377.58$ 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~~~~~~~~~~~~~~~~~~~~~~
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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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| Check\# | Check Date | Code | Name | Chk Grp | Gross Pay | Net Pay | Direct Deposit | CheckAmt | Void |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 11/10/2023 | STAT | TREASURER, STATE OF MAINE |  | 4,226.00 | 4,226.00 | 0.00 | 0.00 |  |
|  | 11/10/2023 | IRS | INTERNAL REVENUE SERVICE |  | 12,995.16 | 12,995.16 | 0.00 | 0.00 |  |
| 50543 | 11/10/2023 | 625 | CHRISTINA M. CRIST | 1 | 125.00 | 113.63 | 0.00 | 113.63 |  |
| 50544 | 11/10/2023 | 31 | SUSAN M. DAMON | 1 | 250.00 | 227.24 | 0.00 | 227.24 |  |
| 50545 | 11/10/2023 | 636 | KATHERINE MANN | 1 | 290.00 | 263.60 | 0.00 | 263.60 |  |
| 50546 | 11/10/2023 | 639 | CORRYM. NOLAN | 1 | 125.00 | 115.44 | 0.00 | 115.44 |  |
| 50547 | 11/10/2023 | 631 | MALLORY WATKINS | 1 | 625.00 | 577.19 | 0.00 | 577.19 |  |
| 50548 | 11/10/2023 | 626 | HEATHER E. DORR | 1 | 4,500.00 | 2,977.98 | 2,977.98 | 0.00 |  |
| 50549 | 11/10/2023 | 491 | SANDRAG. BOYCE | 1 | 2,077.69 | 1,275.49 | 1,275.49 | 0.00 |  |
| 50550 | 11/10/2023 | 477 | ANGELIQUE E. HODGDON | 1 | 2,077.70 | 1,233.17 | 1,233.17 | 0.00 |  |
| 50551 | 11/10/2023 | 149 | MARIAH D. BAKER | 1 | 2,384.92 | 1,934.01 | 1,934.01 | 0.00 |  |
| 50552 | 11/10/2023 | 43 | SARAH R. DUNBAR | 1 | 4,553.80 | 3,278.18 | 3,278.18 | 0.00 |  |
| 50553 | 11/10/2023 | 63 | HEATHER M. GRAVES | 1 | 2,919.80 | 2,112.27 | 2,112.27 | 0.00 |  |
| 50554 | 11/10/2023 | 65 | GAYLE M. GRAY | 1 | 2,919.80 | 2,081.05 | 2,081.05 | 0.00 |  |
| 50555 | 11/10/2023 | 293 | Amy L. James | 1 | 3,035.19 | 2,319.26 | 2,319.26 | 0.00 |  |
| 50556 | 11/10/2023 | 90 | REBECCAA. JARVIS | 1 | 2,849.57 | 2,137.27 | 2,137.27 | 0.00 |  |
| 50557 | 1//10/2023 | 487 | BENJAMIN MACKO | 1 | 3,385.19 | 2,575.82 | 2,575.82 | 0.00 |  |
| 50558 | 11/10/2023 | 237 | JUSTIN B. NORWOOD | 1 | 6,060.19 | 4,396.53 | 4,396.53 | 0.00 |  |
| 50559 | 11/10/2023 | 508 | CATHY T. OEHMKE | 1 | 3,083.26 | 2,259.58 | 2,259.58 | 0.00 |  |
| 50560 | 11/10/2023 | 120 | KAREN L. SHARPE | 1 | 3,662.61 | 2,519.47 | 2,519.47 | 0.00 |  |
| 50561 | 11/10/2023 | 502 | MARIA E. SIMPSON | 1 | 2,320.23 | 1,896.38 | 1,896.38 | 0.00 |  |
| 50562 | 11/10/2023 | 404 | KERRY L. TAYLOR | 1 | 3,035.19 | 1,892.06 | 1,892.06 | 0.00 |  |
| 50563 | 11/10/2023 | 459 | SHANNON L. WESTPHAL | 1 | 2,346.46 | 1,765.56 | 1,765.56 | 0.00 |  |
| 50564 | 11/10/2023 | 630 | KRISTEN J. BRAUN | 1 | 2,654.50 | 1,917.51 | 1,917.51 | 0.00 |  |
| 50565 | 11/10/2023 | 91 | Judith cullen | 1 | 2,539.11 | 1,855.97 | 1,855.97 | 0.00 |  |
| 50566 | 11/10/2023 | 146 | CECILIA R. GARRITY | 1 | 2,157.26 | 1,400.92 | 1,400.92 | 0.00 |  |
| 50567 | 11/10/2023 | 92 | ABIGAIL A. HARMON | 1 | 1,926.84 | 1,398.47 | 1,398.47 | 0.00 |  |
| 50568 | 11/10/2023 | 603 | AbBIE PAPPAS | 1 | 2,157.26 | 1,691.16 | 1,691.16 | 0.00 |  |
| 50569 | 11/10/2023 | 504 | CRISTINA DEVORA | 1 | 1,924.26 | 1,387.51 | 1,387.51 | 0.00 |  |
| 50570 | 11/10/2023 | 627 | CONTESSAL. BROPHY | 1 | 2,899.76 | 2,006.23 | 2,006.23 | 0.00 |  |
| 50571 | 11/10/2023 | 238 | WENDELL L. OPPEWALL | 1 | 1,707.15 | 1,029.67 | 1,029.67 | 0.00 |  |
| 50572 | 11/10/2023 | 52 | WANDA J. FERNALD | 1 | 2,919.80 | 2,043.04 | 2,043.04 | 0.00 |  |
| 50573 | 11/10/2023 | 611 | DANIELLE EMMONS | 1 | 1,556.75 | 994.23 | 994.23 | 0.00 |  |
| 50574 | 11/10/2023 | 291 | PATRICIAA. KELLEY | 1 | 1,727.60 | 1,193.19 | 1,193.19 | 0.00 |  |
| 50575 | 11/10/2023 | 602 | REBEKAH E. SARTIN | 1 | 141.12 | 128.27 | 128.27 | 0.00 |  |
| 50576 | 11/10/2023 | 633 | SUSAN E. CARROLL | 1 | 870.00 | 709.23 | 709.23 | 0.00 |  |
| 50577 | 11/10/2023 | 623 | TRACY HICKS | 1 | 735.00 | 634.00 | 634.00 | 0.00 |  |
| 50578 | 11/10/2023 | 628 | CAMERON FROTHINGHAM | 1 | 1,877.80 | 1,267.78 | 1,267.78 | 0.00 |  |
| 50579 | 11/10/2023 | 295 | Robyn H. Hanson | 1 | 262.26 | 238.40 | 238.40 | 0.00 |  |
| 50580 | 11/10/2023 | 337 | AMBER G. CHARRON | 1 | 2,385.34 | 1,787.00 | 1,787.00 | 0.00 |  |
| 50581 | 11/10/2023 | 150 | LYNDA J. KANE | 1 | 2,842.88 | 1,921.04 | 1,921.04 | 0.00 |  |
| 50582 | 11/10/2023 | 635 | STEVEN CALDERON | 1 | 1,514.38 | 1,116.70 | 1,116.70 | 0.00 |  |
| 50583 | 11/10/2023 | 632 | MAKENZIE R. COWLES | 1 | 1,080.54 | 902.60 | 902.60 | 0.00 |  |
| 50584 | 11/10/2023 | 608 | EMMA JONES | 1 | 1,270.04 | 994.62 | 994.62 | 0.00 |  |
| 50585 | 11/10/2023 | 490 | ANNA D. MONTE | 1 | 1,275.18 | 792.32 | 792.32 | 0.00 |  |
| 50586 | 11/10/2023 | 634 | TRICIA L. POPE | 1 | 977.08 | 822.12 | 822.12 | 0.00 |  |
| 50587 | 11/10/2023 | 350 | ANNA E. SILVER | 1 | 1,431.93 | 1,147.61 | 1,147.61 | 0.00 |  |
| 50588 | 11/10/2023 | 507 | DANIELLE A. STANLEY | 1 | 1,429.35 | 1,299.27 | 1,299.27 | 0,00 |  |
| 50589 | 11/10/2023 | 331 | RUSSELL W. GRAY | 1 | 1,644.02 | 1,370.39 | 1,370.39 | 0.00 |  |
| 50590 | 11/10/2023 | 501 | MICHAEL J. TINKER | 1 | 2,307.80 | 1,557.81 | 1,557.81 | 0.00 |  |
| 50591 | 11/10/2023 | 463 | RENE L. BECKER | 1 | 1,858.40 | 1,407.42 | 1,407.42 | 0.00 |  |
| 50592 | 11/10/2023 | 499 | BOBBIE JO DAY | 1 | 1,813.60 | 1,344.94 | 1,344.94 | 0.00 |  |
| 50593 | 11/10/2023 | 74 | LEON E. SARGENT | 1 | 3,042.11 | 2,115.07 | 2,115.07 | 0.00 |  |
| 50594 | 11/10/2023 | 476 | BRUCE L. TRIPP | 1 | 836.28 | 738.30 | 738.30 | 0.00 |  |

Mount Desert School Department
PAYROLL WARRANT REGISTER

| Check\# | Check Date | Code | Name | Chk Grp | Gross Pay | Net Pay | Direct Deposit | CheckAmt | Void |
| ---: | ---: | :--- | :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| 50595 | $11 / 10 / 2023$ | 18 | JANICE P. CARROLL | 1 | $1,546.38$ | $1,088.13$ | $1,088.13$ |  |  |
| 50596 | $11 / 10 / 2023$ | 485 | TASHAL. HIGGINS | 1 | $1,919.60$ | $1,305.36$ | $1,305.36$ | 0.00 | 0.00 |
|  |  |  |  |  | $\mathbf{1 2 7 , 0 7 9 . 1 4}$ | $\mathbf{9 6 , 7 7 8 . 6 2}$ | $\mathbf{7 8 , 2 6 0 . 3 6}$ | $\mathbf{1 , 2 9 7 . 1 0}$ |  |


| Check Authorization Summary |  |  |  |
| :---: | :---: | :---: | :---: |
| Type | Description | Count | Amount |
| Employee | Checks | 5 | 1,297.10 |
|  | Voided Checks | 0 | 0.00 |
|  | Direct Deposits (Fully Distributed) | 49 | 78,260.36 |
|  | ACH Employee Credits | 49 | 78,260.36 |
|  | 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 | 17,221.16 |

WARRANT \# 10


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[^0]:    24. MARKETING

    Unless you opt-out by marking the box below, the following provision will apply to you: You agree that we may include your name and logo on our public customer list. You also agree to reasonably cooperate with us on co-marketing and public relations activities to demonstrate the launch and success of your program (e.g., press release, case study, testimonial,

