

# Town of Mount Desert Selectboard Agenda

# Regular Meeting Monday, December 4, 2023

Location: Meeting Room, Town Hall, Northeast Harbor; Meetings will continue to be offered via Zoom see final page for connection details. Per Maine CDC, COVID transmission rate is LOW; masks are not required.

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

Public please hold comments until the Selectboard Chairman opens the agenda items for public comment. When addressing the Board, state your FULL NAME (both in person and on Zoom). It is suggested that you enter your full name as your ID on Zoom.

### II. Minutes

A. Approval of minutes from November 20, 2023 meeting

# III. Appointments/Recognitions/Resignations

- A. Consider appointment of David Kerns as Chief of Police
- B. Consider appointment of Katrina Carter to the Comprehensive Planning Committee
- C. Appointment of selectboard liaison to the Comprehensive Planning Committee

# **IV. Consent Agenda** (These items are considered routine, and therefore, may be passed by the Selectmen in one blanket motion. Board members may remove any item for discussion by requesting such action prior to consideration of that portion of the agenda.)

- A. Memorandum from Public Works Director, Brian Henkel, regarding the Mount Desert Island High School wastewater disposal system upgrades
- B. Hancock County Commissioners Meeting Minutes from November 7, 2023

## V. Selectboard's Reports

### VI. Unfinished Business

None presented

### VII. New Business

- A. Request authorization Town Manager to sign the updated police sharing agreement
- B. Request authorization to pay for the replacement of Northeast Harbor Mooring Floats top and bottom chains and mooring staple by Alvah B. Barge Service Inc. for \$7,988.00. The Northeast Harbor Mooring/Floats CIP 6410100-24681 has a balance of \$368,742.79
- C. Review and approve the acceptance of Patterson Hill Way as a public road in the Town of Mount Desert as approved by the voters at the 2023 Annual Town Meeting and in accordance with the Public Road Acceptance Ordinance
- D. Consideration of accepting an unconditional gift in the form of an anonymous donation to the Mount Desert Fire Department in honor of Steve Montminy, in the amount of \$1,000.00. Said donation will be placed in account #4040300-24470, Fire Equipment/Engine Reserve Fund

### **New Business continued**

- E. Consideration of waiving the rental fee for use of the Seal Harbor fire station community room by the Hancock County District of American Legion Posts on the date of December 12, 2023
- F. Consideration of approving the revised agreement with Hedefine Engineering & Design, Inc. for Construction Administration services on the Northeast Harbor fire station project and, if approved, authorizing the Fire Chief to sign and execute said agreement
- VIII. Other Business (Addendum items may be considered at the Selectboard's discretion via majority vote to do so under Other Business or out of order.)
  - A. Such other business as may be legally conducted

## IX. Treasurer's Warrants

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

Town Invoices	AP#2435	12/05/2023	\$1,051,669.02
Total			\$1,051,669.02

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

State Fees & PR			
Benefits	AP#2433	11/22/2023	\$3,560.00
	AP#2434	11/29/2023	\$93,325.06
Town Payroll	PR#2413	11/22/2023	\$163,376.23
Total			\$260,261.29

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

School Invoices			
School Payroll	PR#11	11/24/2023	\$189,490.83
Voided			
Disbursements			
Total			\$189,490.83

Grand Total \$1,501,421.12	<b>Grand Total</b>			\$1,501,421.14
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# X. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., Monday, December 18, 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: 248 566 175 Password: 919872

One tap mobile +13126266799,,248566175#,,,,0#,,919872# US (Chicago) +16468769923,,248566175#,,,,0#,,919872# US (New York)

# Dial by your location

+1 312 626 6799 US (Chicago) +1 408 638 0968 US (San Jose) +1 646 876 9923 US (New York) +1 669 900 6833 US (San Jose) +1 301 715 8592 US (Germantown) +1 253 215 8782 US (Tacoma) +1 346 248 7799 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 of November 20, 2023 Page 1

1 2 3	Town of Mount Desert Selectboard Minutes November 20, 2023
4 5	Board Members Present: Chair John Macauley, Martha Dudman, Rick Mooers, Geoff Wood
6 7	Board Member Wendy Littlefield was not in attendance.
8 9 10 11	<u>Town Officials Present:</u> Town Manager Durlin Lunt, Tax Assessor Kyle Avila, Fire Chief Mike Bender, Acting Police Chief Dave Kerns, Public Works Director Brian Henkel
12 13	Members of the Public were also present.
14 15 16	I. Call to order at 6:30 p.m. Chair Macauley called the meeting to order at 6:30 p.m.
17	II. Minutes
18 19	A. Approval of minutes from November 6, 2023 meeting MOTION: Ms. Dudman moved, with Mr. Mooers seconding, approval of the Minutes of
20 21 22	November 6, 2023 as presented. Motion approved 4-0.
23 24 25 26 27 28	III. Appointments/Recognitions/Resignations  A. Consider appointment of Megan Bailey to the Comprehensive Planning Committee  MOTION: Mr. Mooers moved, with Ms. Dudman seconding, appointment of Megan Bailey to the Comprehensive Planning Committee as presented.  Motion approved 4-0.
29 30 31 32	B. Consider appointment of Kathleen Miller to the Comprehensive Planning Committee MOTION: Mr. Mooers moved, with Ms. Dudman seconding, appointment of Kathleen Miller to the Comprehensive Planning Committee as presented. Motion approved 4-0.
33 34 35 36 37 38	C. Request appointment of Gail Marshall as Regular Member of the Planning Board MOTION: Mr. Mooers moved, with Ms. Dudman seconding, accepting appointment of Gail Marshall as Regular Member of the Planning Board as presented. Motion approved 4-0.
39 40 41 42	D. Accept resignation of Dave Ashmore from the LUZO Committee MOTION: Mr. Mooers moved, with Ms. Dudman seconding, acceptance of resignation of Dave Ashmore from the LUZO Committee as presented. Motion approved 4-0.
43 44	E. Accept resignation of Dave Ashmore from the Planning Board

- 1 MOTION: Mr. Mooers moved, with Ms. Dudman seconding, acceptance of resignation of Dave
- 2 Ashmore from the Planning Board as presented.
- 3 Motion approved 4-0.

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- 5 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.
- 7 MOTION: Mr. Mooers moved, with Ms. Dudman seconding, acceptance of resignation of
- 8 Thomas Wallace from the Mount Desert Fire Department as the Assistant Fire Chief and On-Call
- 9 Firefighter effective November 23, 2023 as presented and with thanks for his years of service.
- 10 Motion approved 4-0.

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

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# V. Selectboard's Reports

- Mr. Mooers inquired about the timeline for hiring a new police chief. Town Manager Lunt reported that once Bar Harbor has approved Acting Chief Dave Kerns as the new Police Chief,
- the Town of Mount Desert will follow suit.

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- 25 Chair Macauley inquired about the Comprehensive Plan Committee member search. Ms.
- 26 Dudman suggested the application form be sent to those who attended the informational meeting.
- 27 Manager Lunt promised to follow up.

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# VI. Unfinished Business

- A. Location of 2024 Open Floor ATM
- 31 Manager Lunt reported that Town Clerk Woolfolk recommends having the meeting at the
- 32 elementary school, in light of the potential for the meeting to attract high attendance numbers.
- No vote was necessary for the venue. Manager Lunt reported the Town would reach out to the
- school to get the date on their schedule.

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### 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
- Chair Macauley noted there was no mention of trading the car in. Acting Chief Kerns reported
- such vehicles have been kept in the past for use in other departments. The vehicle being replaced has 80,000 miles. Vehicles are usually sold when they hit 100,000 miles. He recommended
- 45 keeping the vehicle for now and trading it in at a later date. The car being purchased is a hybrid.

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- 1 MOTION: Ms. Dudman moved, with Mr. Mooers seconding, authorization to release and
- 2 approve the expenditure of funds not to exceed \$60,437.47 from Police Department Capital
- 3 Reserve account #4040100-24405. Funds will purchase a 2023 Ford Police Interceptor from
- 4 Quirk Auto Group, Augusta, in the amount of \$52,415.00 without a trade and an in-car camera
- 5 system from Watchguard in the amount of \$8,022.47 to be installed in this cruiser as presented.
- 6 Motion approved 4-0.

8 B. Consider approval of the creation of the position of "Foreman" within the Public Works
9 Department at the hourly rate of \$29.51 per hour and a six-month probationary rate of
10 \$29.56 per hour and inclusion of the position in the Collective Bargaining Agreement with
11 Teamsters Local 340

Public Works Director Henkel clarified that \$31.06 was the hourly rate, with a probationary rate of \$29.56. Such a position will be helpful in directing work and assisting the superintendent and providing continuity if the superintendent is unavailable. Additionally, the position will be key for plowing operations. Director Henkel reported the hiring process will begin with an internal job posting, followed by a public search. Experience in such work will be a benefit. If someone is hired internally, the position they leave will not be backfilled.

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MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of the creation of the position of "Foreman" within the Public Works Department at the hourly rate of \$31.06 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 as presented.

Motion approved 4-0.

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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

MOTION: Mr. Mooers moved, with Ms. Dudman seconding, authorizing 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 as presented.

31 Motion approved 4-0.

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- D. Review of Capital Improvement Plan
- A review of the draft Capital Improvement Plan ensued. If accepted, the Fire, Police, and Public Works portions of the budget presented would be fully funded for the first time.

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- Acting Chief Kerns noted that the biggest adjustment for the Police CIP is the addition of cruiser purchases to the CIP budget. There are increases in vehicle production costs as well. The Police
- Department will likely hold off purchasing a cruiser next year, but the purchase the year after is
- likely to be high. The vehicle replacement schedule for the police is a vehicle every three years.

  Vehicles trainelly reach 35,000 miles nor year. It's preferable to keep vehicles under 100,000.
- Vehicles typically reach 35,000 miles per year. It's preferable to keep vehicles under 100,000
- 42 miles. Communications will remain the same. Chief Kerns acknowledged a fully-funded CIP
- account was more of a hit up front. Phasing some departments into full funding could be considered to lessen the impact.
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Town of Mount Desert Selectboard Minutes of November 20, 2023 Page 4

- 1 Public Works Director Henkel reported vehicle/rolling stock accounts have been underfunded.
- 2 This means when Public Works incurs a cost like the recent loader lease or the backhoe lease,
- 3 funding must be split across several sources because the CIP is insufficient. Splitting the source
- 4 funding makes it difficult to consider the decision carefully to make the best decision for the
- 5 Town. Because of this he recommended increasing the CIP amount for the Highway rolling
- 6 stock. He noted the changes to the CIP reflect revised replacement schedules. Equipment has
- 7 historically been stretched to beyond optimal use. He felt it better to rotate a piece of equipment
- 8 out prior to its requiring expensive repairs. A shorter schedule also increases the CIP account.
- 9 Director Henkel reiterated that the CIP budget presented is what is necessary to fully fund it, but
- it doesn't have to be done in one increase. Now that a plan has been provided, the Town can
- work on determining how to fund it.

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14 15 Chief Bender reported the draft Fire Department CIP is also fully funded. The only major change in the Fire Department is an update to rolling stock based on the new fire truck expected to arrive in February 2024. IT equipment will be scheduled for replacement in seven years and

tablets to be replaced in 5. He reported the box truck will be kept and used to carry tactical

17 equipment.

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Manager Lunt reported that if the CIP were fully funded, it would be \$1,356,352.10. Last year, the account was approximately \$1,084,314.00. Essentially, an increase of slightly under \$300,000.00, which equals a little over one mil rate.

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### VIII. Other Business

A. Such other business as may be legally conducted

Chief Bender reported an Open House was scheduled for the Northeast Harbor Fire Station December 2 from 3-5 p.m. He reported a Somesville Fire Station Open House was still being scheduled; there were some final details in the building to be worked out first.

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# IX. Treasurer's Warrants

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

Town Invoices	AP#2432	11/21/23	\$204,220.18
Total			\$204,220.18

- 31 MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval and signature of
- 32 Treasurer's Warrant as shown above.
- 33 Motion approved 4-0.

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

State Fees & PR			
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			\$210,469.86

- 37 MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of signed Treasurer's
- Payroll, State Fees, & PR Benefit Warrants as shown above.
- 39 Motion approved 4-0.

# 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			
Disbursements			\$0
Total			\$96,778.62

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

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Grand Total	\$511,468.66
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# X. Adjournment

- 10 MOTION: Ms. Dudman moved, with Mr. Wood seconding, to adjourn.
- 11 Motion approved 4-0.

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The Meeting adjourned at 6:57p.m.

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16 Respectfully Submitted,

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20 Geoffrey Wood

# APPOINTMENTS RECOGNITIONS RESIGNATIONS



# Town of Mount Desert

John B. Macauley Chair Selectboard 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

manager@mtdesert.org

To: Selectboard

From: Town Manager

Date: November 30, 2024

Subject: Consider nomination of David Kerns as Chief of Police for Mount Desert

I am pleased to nominate David Kerns to be Chief of Police for the Town of Mount Desert. David has been Acting Chief since the retirement of former Chief Jim Willis in August 2023. Prior to that time he was the Captain of the Bar Harbor/Mount Desert Police Department. In that capacity he been project manager for police issues in Mount Desert overseeing items such as parking at the Marina area, and traffic problems on the Jordan Pond Road in Seal Harbor.

David is a graduate of the University of Maine with a degree in wildlife ecology and holds an associate degree in criminal justice from the University of Maine at Augusta. He has over twenty years od experience in Law Enforcement and is a member of the Maine Chiefs of Police Association as well as the International Association of Chiefs of Police. He is an Instructor/Faculty for IACP's Leadership in Police Organizations with the Maine State Police. As part of his community service, he is a coach for Ellsworth Football youth programs with Downeast Family YMCA.

David will continue to be the Chief of Police in Bar Harbor as specified in our joint police sharing agreement.



# **Town of Mount Desert** 21 Sea Street, P.O. Box 248

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: Katrina Carter Date: Norst, sos	3
Street	
Address: 6 NUrsay Lone NEN Phone: Home 376.53	90
Mail 200 Mail	
Address: 0000x 280 NEW Work 276, 54	68
Katrina o carters real astate. com	
E-mail: Cell	
Are you a registered voter in the Town of Mount Desert?  Yes  No	
Appointment(s) requested: Comprehensive planning com	nitee
If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience:	
Currently on the Warrant committee and the L	050
Committee- And have found both committees to	ope
Are there other background experiences or skills that you feel would contribute to this appointment	
Lifeions member of the committee, expense	100/010
from sarving on other town committees	expariance
Why are you interested in this appointment? Our Town 15 important t	0
no- As we more forward in our afforts to rev	
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our year round community we will all need to	WORK
7 8	osathar
To have a plan to make our snared usion of the future become a reality	
Do you have conflicts with meeting times or group assignments? None than	
I am aware of at this time.	

# **CONSENT AGENDA**

# Memorandum



Date: November 30, 2023

To: Selectboard

From: Brian Henkel, Public Works Director

Re: Mount Desert Island High School Wastewater System Update

The Mount Desert Island High School Board of Trustees (Trustees) requested a meeting with Public Works regarding the potential treatment options for wastewater generated at the High School. Wastewater is currently treated using a settling tank to remove solid material which then flows to a facultative lagoon system where natural decomposition occurs. The treated water is finally disposed of in a slow-rate land irrigation system. The Trustees have recently been considering changes to the wastewater treatment system due to concerns about the performance of the existing facultative lagoon system along with concerns about per- and polyfluoroalkyl substances (PFAS). The Trustees engaged Haley Ward to evaluate the current system and to evaluate rehabilitation of the existing system and two alternative wastewater treatment systems. The alternatives considered were to install a subsurface wastewater disposal system and a conveyance of the wastewater to the Somesville Wastewater Treatment Plant (Somesville Plant).

The meeting with representatives of the Trustees, Superintendent Mike Zboray, and engineers from Haley Ward took place on November 13, 2023. Representing the Town were the Public Works Director, Wastewater Superintendent Ed Montague, and engineers from Olver and Associates. The primary focus for the meeting was to determine if conveying the wastewater to the Somesville Plant was feasible from the standpoint of the existing capacity of the Somesville Plant. Bill Olver provided a preliminary review of the sewage loadings from the High School, the design capacity of the Somesville Plant, current sewage loadings of the Somesville Plant, likely flow rates of a pumped connection from the High School, and the pumping capacity of the existing wastewater collection system in Somesville. The most critical factor to determine feasibility is the capacity of the Somesville Plant. That capacity is 80,000 gallons per day (GPD) while the average daily flow is 30,000 GPD or 40% of the design capacity. The reported design flow for the High School is 9,300 GPD. Adding the High School wastewater to the current average daily flows at the Somesville Plant would result in 39,300 GPD or just under 50% of the design capacity.

There are many additional considerations needed related to this potential project, not least of which would be the necessary funding. Public Works anticipates further conversations with the Trustees and their engineers and will provide updates as needed to this Selectboard.

Cc: Durlin Lunt, Town Manager Claire Wolfolk, Town Clerk

#### COMMISSIONERS REGULAR MEETING

# Learn more about HANCOCK COUNTY by visiting <a href="https://www.hancockcountymaine.gov">www.hancockcountymaine.gov</a> Audio recordings of the meeting are available upon request

The regular meeting of the Hancock County Commissioners was brought to order by Commissioner Paradis at 8:30 a.m. on **Tuesday November 7, 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: none

**MOTION:** Move to approve the Agenda as presented. ( )

# **Meeting Minutes:**

MOTION: Move to approve the minutes of the October 17, 2023 Commissioners' Special Meeting as presented. (Clark/Wombacher 3-0, motion passed)

# ARP:

MOTION: Move to approve and file the Mission Broadband Update as presented. (Clark/Wombacher 3-0, motion passed)

# UT:

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

MOTION: Move to approve the 2-year Winter Snow Removal Agreement with the Town of Waltham for Route 179 through Fletcher's Landing. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the concept presented for funding the rebuilding of the Macomber Brook Bridge over Narraguagus Road in T16MD. (Clark/Wombacher 3-0, motion passed)

### Airport:

MOTION: Move to accept and file the Airport monthly report as presented. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the Use Agreement with the Civil Air Patrol and authorize the Chair to sign. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve Clifford Higgins to serve on the Airport Advisory Committee as the airline tenant representative, with the term ending on 12/31/2024. (Clark/ Wombacher 3-0, motion passed)

MOTION: Move to approve appointing Tony Caruso of Modern Aviation to the Airport Advisory Committee as the Airport Aviation Tenant representative, replacing Thomas Dunn, with the term ending on 12/31/2024. (Clark/Wombacher 3-0, motion passed)

### EMA:

MOTION: Move to accept and file the EMA monthly report as presented. (Clark/Wombacher 3-0, motion passed)

# Sheriff:

MOTION: Move to approve and sign the forfeiture in the case of State of Maine vs. Rachelle Potter in the amount of \$700.00 and for the funds to be deposited into the G1-3013-50 forfeiture account and authorize the Chair to sign. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to reconsider the motion to approve the forfeiture in the case of State of Maine vs. Jeffrey Allen in the amount of \$1,105.00. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to approve the forfeiture in the case of State of Maine vs. Jeffrey Allen in the amount of \$1,105.00 and for the funds to be deposited into the G1-3021-80 SO forfeiture account. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to take this matter under advisement and take action at a later meeting. (Clark/Wombacher 2-1, Clark opposed, motion passed)

# RCC:

MOTION: Move to accept and file the RCC monthly report as presented. (Clark/Wombacher 3-0, motion passed)

# Maintenance:

MOTION: Move to accept and file the Maintenance monthly report as presented. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to accept the Architectural / Engineering Services proposal from Lewis & Malm for the Storefront Windows & Doors project with a not to exceed limit of \$27,000.00 with such funds to be paid for using ARP funds and for the Chair to sign.

MOTION: Move to approve the purchase of a power plant generator for Bull Hill from CMD Powersystems, Inc. in the sum of \$8,954.55 to be paid for using TIF funds. (Clark/Wombacher 3-0, motion passed)

### HR:

MOTION: Move to accept and file the Human Resources monthly report as presented. (Clark/Wombacher 3-0, motion passed)

# **Treasurer:**

# MOTION: Move to accept and approve the monthly bills and warrants as presented. (Clark/Wombacher 3-0, motion passed)

The Treasurer's memo listed the following:

October GF, Airport and Jail Payroll Warrants #23-40, #23-41, #23-42, #23-43 in the aggregate amount of \$514,345.16;

October GF, Airport and Jail Expense Warrants #23-55, #23-56, #23-57, #23-58, #23-59, #23-60, in the aggregate amount of \$667,479.72;

October UT Payroll Warrants #24-14, #24-15, #24-16, and #24-17, in the aggregate amount of \$1,098.04;

October UT Expense Warrants #24-7 and #24-8, in the aggregate amount of \$6,153.34

# Commissioners:

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

MOTION: Move to approve the Deer Isle Replacement Bridge Letters of Support as presented. (Clark/Wombacher 3-0, motion passed)

MOTION: Move to enter into Executive Session pursuant to MRSA Title 1§405 6(D) for union contract negotiations. (Clark/Wombacher 3-0, motion passed)

IN: 9:49 a.m. OUT: 10:54 a.m.

MOTION: Move to adjourn (Clark/Wombacher 3-0, motion passed) Meeting was adjourned at 11:46 a.m.

Respectfully submitted,

Patrice Crossman Clerk

# **NEW BUSINESS**

# **Employee Leasing Agreement**

This Employee Leasing Agreement is entered into this <u>30th</u> day of November, 2023, by and between the **Town of Bar Harbor**, a municipality existing under the laws of the State of Maine (hereinafter the "Bar Harbor") and the **Town of Mount Desert**, a municipality existing under the laws of the State of Maine (hereinafter "Mount Desert").

WHEREAS, Mount Desert desires to engage Bar Harbor to provide a leased employee, specifically Bar Harbor's Chief of Police, to Mount Desert to manage Mount Desert's police department; and

WHEREAS, Mount Desert desires to engage Bar Harbor to provide leased employees, specifically, Bar Harbor's Police Department's Captain, Administrative Assistant, and Mental Health Liaison to Mount Desert to provide the Chief with operational and administrative support; and

WHEREAS, The parties desire to provide such services in accordance with the terms set forth herein;

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

- 1. <u>Leased Police Chief Services to be Provided by Bar Harbor.</u> Bar Harbor agrees to provide Mount Desert with a leased employee, (hereinafter "the Chief"). The Chief shall supervise the operation of Mount Desert's police department, as defined in and subject to Mount Desert's ordinances, rules and regulations. The Chief shall dedicate such time as is reasonably necessary to provide the foregoing services. The Chief will also dedicate his time and energy to the goals outlined in Exhibit A
  - a. Rights and Duties of Bar Harbor. Bar Harbor shall have the right and duty to:
    - select, supervise and control the Chief;
    - discipline, replace and terminate the employment of the Chief and designate the date of separation from employment except that Bar Harbor shall remove the Chief from service to Mount Desert if so requested by Mount Desert in accordance with the terms of this Agreement;
    - reward, promote, evaluate and determine the wages, hours, and terms and conditions of employment of the Chief;
    - pay the Chief and assume full responsibility for payroll taxes, unemployment and workers' compensation insurance, and other employee benefits;
    - recall the Chief to work for Bar Harbor exclusively in the case of emergencies.
  - b. <u>Rights and Duties of Mount Desert</u>. Mount Desert\_shall have the right and duty to:

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WHEREAS, The parties desire to provide such services in accordance with the terms set forth herein;

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

- 1. <u>Leased Police Chief Services to be Provided by Bar Harbor</u>. Bar Harbor agrees to provide Mount Desert with a leased employee, (hereinafter "the Chief"). The Chief shall supervise the operation of Mount Desert's police department, as defined in and subject to Mount Desert's ordinances, rules and regulations. The Chief shall dedicate such time as is reasonably necessary to provide the foregoing services. The Chief will also dedicate his time and energy to the goals outlined in Exhibit A
  - a. Rights and Duties of Bar Harbor. Bar Harbor shall have the right and duty to:
    - select, supervise and control the Chief;
    - discipline, replace and terminate the employment of the Chief and designate the date of separation from employment except that Bar Harbor shall remove the Chief from service to Mount Desert if so requested by Mount Desert in accordance with the terms of this Agreement;
    - reward, promote, evaluate and determine the wages, hours, and terms and conditions of employment of the Chief;
    - pay the Chief and assume full responsibility for payroll taxes, unemployment and workers' compensation insurance, and other employee benefits;
    - recall the Chief to work for Bar Harbor exclusively in the case of emergencies.
  - b. Rights and Duties of Mount Desert. Mount Desert\_shall have the right and duty to:

- determine the general procedures to be followed by the Chief covered by this agreement regarding performance of his duties on behalf of Mount Desert;
- notify Bar Harbor, in accordance with this Agreement, if Mount Desert does not wish to retain the services of the Chief. Upon such a request, Bar Harbor will no longer assign the Chief to Mount Desert;
- comply with all safety, health, and work environment laws, regulations, ordinances, directives and rules imposed by controlling federal, state and local governments and report all accidents and injuries immediately to Bar Harbor; and
- refrain from discrimination against the Chief because race, color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin, age or any other category protected by law.
- 2. Leased Police Captain, Administrative Assistant, and Mental Health Liaison Services to be Provided by Bar Harbor. Bar Harbor will provide Mount Desert with the services of a leased employee, (hereinafter "the Captain"). The Captain shall perform the services of the Chief in the event the Chief is temporarily or permanently unavailable. Bar Harbor agrees to provide Mount Desert with a leased employee, an Administrative Assistant (hereinafter "the Administrative Assistant"). The Administrative Assistant shall provide support to the Chief and Captain in the management of the Mount Desert Police Department. The Administrative Assistant will provide the services as needed to Mount Desert. The Mental Health Liaison shall provide support to the patrol division of the Mount Desert Police Department. The Mental Health Liaison will provide the services as needed to Mount Desert.
- a. Rights and Duties of Bar Harbor. Bar Harbor shall have the right and duty to:
  - select, supervise and control the Captain, Administrative Assistant, Mental Health Liaison;
  - discipline, replace and terminate the employment of the Captain, Administrative Assistant, Mental Health Liaison and designate the date of separation from employment except that Bar Harbor shall remove the Captain and/or Administrative Assistant and/or Mental Health Liaison from service to Mount Desert if so requested by Mount Desert in accordance with the terms of this Agreement;
  - reward, promote, evaluate and determine the wages, hours, and terms and conditions of employment of the Captain, Administrative Assistant, Mental Health Liaison;
  - pay the Captain, Administrative Assistant, Mental Health Liaison and assume full responsibility for payroll taxes, unemployment and workers' compensation insurance, and other employee benefits;
  - recall the Captain, Administrative Assistant, Mental Health Liaison to work for Bar Harbor exclusively in the case of emergencies.

- b. <u>Rights and Duties of Mount Desert</u>. Mount Desert shall have the right and duty to:
  - determine the general procedures to be followed by the Captain, Administrative Assistant, Mental Health Liaison covered by this agreement regarding performance of duties on behalf of Mount Desert;
  - notify Bar Harbor, in accordance with this Agreement, if Mount Desert does not wish to retain the services of the Captain and/or Administrative Assistant and/or Mental Health Liaison. Upon such a request, Bar Harbor will no longer assign the Captain and/or Administrative Assistant and/or Mental Health Liaison to Mount Desert;
  - comply with all safety, health, and work environment laws, regulations, ordinances, directives and rules imposed by controlling federal, state and local governments and report all accidents and injuries immediately to Bar Harbor; and
  - refrain from discrimination against the Captain and/or Administrative Assistant and/or Mental Health Liaison because race, color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin, age or any other category protected by law.
- 3. <u>Independent Contractor Status</u>. Mount Desert and Bar Harbor expressly acknowledge that Mount Desert and Bar Harbor are independent contractors for the purpose of this agreement and not an employee or agent of the other. The parties agree that Mount Desert is not the employer of any Bar Harbor employee and Bar Harbor is not the employer of any Mount Desert Employee. The parties mutually agree that the relationship of the parties hereto shall not be construed as a joint venture or partnership. The parties mutually agree the services provided do not and are not intended to make Mount Desert a joint employer with Bar Harbor. Mount Desert is and will remain the sole employer of its employees. Bar Harbor is and will remain the sole employer of its employees. The parties acknowledge and agree that neither Mount Desert nor Bar Harbor is an "employee leasing company" as defined in 32 M.R.S. §14051(3) or similar Maine statutes.
- 4. <u>Fees.</u> In exchange for services described in paragraphs 1 and 2 above the parties agree to abide by the fee schedule attached as Exhibit B. The parties agree that the finance offices of Mount Desert and Bar Harbor will invoice the other biannually. Payment will be due no more than 30 days from the date of the invoice.
- 5. <u>Term.</u> This Agreement shall be for a term of five years commencing January 1, 2022 and ending December 31, 2026. Amended on November 30<sup>th</sup>, 2023
- 6. <u>Termination</u>. Either party may terminate this Agreement at any time by providing at least ninety (90) days written notice to the other party. Following termination of this Agreement, the parties shall remain obligated to pay each other all amounts owed for services rendered through the effective date of termination.

- 7. Indemnification. Mount Desert shall indemnify and hold Bar Harbor, its employees, officers and elected or appointed officials, harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Leased Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. §4572 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and the National Labor Relations Act, 29 U.S.C. § 151 et seq. arising from any act or omission on the part of Mount Desert related any Leased Mount Desert Police Officer. Bar Harbor shall indemnify and hold Mount Desert, its employees. officers and trustees harmless from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses and attorneys' fees, of whatever nature, including but not limited to claims of negligence and employment related claims under local, state and/or federal laws including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.; the Leased Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Maine Human Rights Act, 5 M.R.S.A. §4572 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 654 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and the National Labor Relations Act, 29 U.S.C. § 151 et seq. arising from any act or omission on the part of Bar Harbor related to the Leased Police Chief or to any Leased Bar Harbor Police Officer or Bar Harbor's provision of the Leased Police Chief or any Leased Bar Harbor Police Officer.
- 8. <u>Insurance</u>. Both parties shall provide and maintain in force during the term of this Agreement and any extensions hereof workers' compensation coverage in such amounts as required by applicable law and shall be responsible for the management of workers' compensation claims, claim filings and related procedures for each parties' leased employees for services performed under this Agreement.
- 9. Records. Bar Harbor is solely responsible for maintaining the Chief, Captain, Administrative Assistant, and Mental Health Liaison's personnel file and other records required by Maine law and other applicable law.
- 10. <u>Assignment</u>. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 11. <u>Notices</u>. All notices shall be given in writing, and shall be hand delivered or sent by registered or certified mail, return receipt requested, and shall be addressed to:

In the case of Mount Desert:

To: Town Manager
21 Sea Street
P.O. Box 248
Northeast Harbor, ME
04662

In the case of Bar Harbor:

To: Town Manager 93 Cottage Street Bar Harbor, ME 04609

Each party reserves the right to change its notification contact or address by written notice to the other party.

- 12. <u>Integration</u>. This Agreement constitutes the entire understanding of the parties with respect to its leased employees and supersedes any prior oral or written understandings. This Agreement may be amended only in writing and if signed by both parties.
- 13. <u>Severability</u>. If any provision of this Agreement is found by a court to be invalid or unenforceable, the remaining provisions shall remain in force and the court shall reform those provisions at issue to the extent necessary to render any such provisions valid and enforceable.
- 14. Governing Law. This Agreement shall be governed by the laws of the state of Maine.

	Town of Mount Desert
Dated:	Ву
	Its Town Manager
	Town of Bar Harbor
Dated:	Ву
	Its Town Manager

# Exhibit A

The Chief will focus on the following goals for the duration of the Agreement:

- Continue information technology integration to include records management systems, software, hardware and secure remote access capabilities.
- Study the feasibility of dispatch consolidation between the three MDI Towns currently providing public safety dispatching services.
- Continue work to acclimate position rates of pay between the departments.
- Study the feasibility of centralizing employment of both agencies employees.
- Conduct strategic planning to assist with the future planning for integrating the agencies to a unified agency providing services to both communities.
- Continue progress regarding radio frequency/channel consolidation for public safety dispatching.
- Study the feasibility of facility consolidation.
- Improve efficiencies between the departments in the two communities.

FY 24, billed annually at the end of the fiscal year	at the	end o	4 + P												
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							An	Annual Basis							
	_							BENEFITS					Total		
Description	Annual	* 3	Gross	Varied	6.20%	1.45%	100%	100%	3.16%	7.00%			Wage &		
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Police Chief 120,000.00	000.000	100%		13,560.00	7,440.00	1,740.00	21,594.00	•	3,792.00	8,400.00			176,527.00	€	
				11.30%			Buyout								
Police Captain 87,3	87,380.80	100%		9,874.03	5,417.61	1,267.02	21,594.00		2,761.23	•			128,295.69 (A)	æ	
Admin Assistant 72.0	72.092.80	100%		10.20%	4 469.75	1 045.35	Buyout 21.594.00	•	2.278.13	•			108.834.50	(A)	
				10.20%			Single w/dep								
Mental Health Liaison \$ 53,934.40	934.40	100%		5,501.31	3,343.93	782.05	16,535.00	0	1,704.33	0	0	9	81,802.02 (A)	æ	
333,4	333,408.00		°	36,288.81	20,671.29	4,834.42	81,317.00	•	10,535.69	8,400.00			495,459.21		
											Insurance	_	Total		
								Cruiser	Cell	Association Dues	Liability (BH pays own)		Wage & Benefits		
Administration & Overhead															
Police Chief								11,292.00	576.00	636.00	•		1,212.00	æ	
Police Captain								11,292.00	576.00	636.00			1,212.00	<u>3</u>	
Admin Assistant								•	576.00	•	•		576.00 (A)	æ	
Mental Health Liaison									576.00				576.00 (A)	(A)	

Sum of (A) 499,035.21 bill full year 1.00 499,035.21

1.00

499,035.21 **BH Share** 

Sum of (A) bill full year

CRUISER COSTS NOT INCLUDED

BH Portion 0.60 299,421.13

add: other reimbursable expenses add: other reimbursable expenses add: other reimbursable expenses

MD Share

MD Portion 0.40 199,614.08

add: Captain actual medical buyout add: Admin Asst actual medical buyout add: Chief actual medical buyout

add: other reimbursable expenses

Total owed by MD 199,614.08

Total paid by BH 299,421.13

Note: Above amounts are estimates. Updates to annual pay and benefit rates will be made as information becomes available.
Salaries do not include annual wage adjustments for FY25,26,27. Adjustments to be determined annually on July 1 equivilant to each Town's budgeted salary adjustment.
Adjustments and reconciliations to admin & overhead items will be made as needed
An editable version of this spreadsheet will be kept by the Finance Departments of both towns. An updated version that agrees to the amount billed will accompany the invoice.



# Town of Mount Desert

John Lemoine, Harbormaster
40 Harbor Drive, P.O. Box 237
Northeast Harbor, ME 04662-0248
Telephone 207-276-5737 Fax 207-276-5741

E-mail Address <u>harbormaster@mtdesert.org</u>
Web Address <u>www.mtdesert.org</u>

November 27, 2023

# **MEMO**

To: Durlin Lunt-Town Manager, Board of Selectmen

From: John Lemoine-Harbormaster Ref: Mooring Floats chains and staple

I am asking for authorization to pay for the replacement of Northeast Harbor Mooring Floats top and bottom chains and mooring staple by Alvah B. Barge Service Inc. for \$7,988.00. The Northeast Harbor Mooring/Floats CIP 6410100-24681 has a balance of \$368,742.79. This is done to repair normal wear and tear.

John Lemoine Harbormaster

# Memorandum



Date: November 30, 2023

To: Selectboard

From: Brian Henkel, Public Works Director

Re: Acceptance of Patterson Hill Road as a Public Road

The residents of Patterson Hill Road petitioned the Town of Mount Desert to have their jointly owned, private road accepted by the Town as a public road. A warrant to accept the road was approved at the 2023 Annual Town Meeting (included) authorizing the Selectboard to accept the road on behalf of the Town of Mount Desert following three conditions:

- Delivery of a deed or deeds for recording and conveying in fee simple the full title to the land underlying the road to a 50 foot width or greater.
- Evidence of good title in the form of a commitment for title insurance.
- A letter from the Town's attorney certifying the commitment for title insurance is sufficient to protect the Town's interests.

All three of the conditions stipulated in the approved Warrant have now been met. Public Works recommends that the Selectboard accept Patterson Hill Road as a public road on behalf of the Town of Mount Desert and authorize the Town Manager or his designee to record the provided deeds with the Hancock County Registrar of Deeds.

Cc: Durlin Lunt, Town Manager Claire Wolfolk, Town Clerk

Kyle Avila, Assessor

Mae Wyler, Finance Director

#### **Enclosures:**

2023 Annual Town Meeting Warrant Article 32
Copy of Quitclaim Deed with Covenant
Commitment for Title Insurance
Letter from John Cunningham to Durlin Lunt 2023.11.30

**Article 32.** To see if the Town of Mount Desert will vote to accept Patterson Hill Road (exclusive of Clubhouse Way) serving the Patterson Hill Subdivision, as it is defined below and subject to the conditions set forth below.

Section 1. Patterson Hill Road (the "Road") is a private road located in the Village of Somesville off State Route 102, approximately 1,800 feet in length, including a culde-sac. The owners of the Road have offered voluntarily to transfer their interests in the Road to the Town without claim for damages, pursuant to a deed that the said owners have filed with the municipal officers. The Town shall accept the Road as a Public Road in conformance with the Town's Public Road Acceptance Ordinance (the "Ordinance") as last amended at the May 8, 2018, annual Town meeting, provided that all conditions of the Ordinance to be met for a private road to become a public road have been met to the satisfaction of the Board of Selectmen as determined at a meeting of said Board on or before April 30, 2024. Said conditions include, but are not limited to, the following:

First, the said owners shall deliver their deed to the Town, duly executed and in proper form for recording, conveying in fee simple, without condition, exception, or reservation, the full title to the land underlying the Road, being a strip of land 50 feet in width or greater, as laid out in the said subdivision. Notwithstanding the delivery of said deed, the deed shall not be deemed to have been accepted until and unless the Board of Selectmen has determined that all of the said conditions have been met, as provided above. The cost of preparing, executing, and delivering said deed shall be paid by the said owners.

Second, the said owners shall have provided to the Town Manager, on or before April 30, 2024, evidence of good title to the Road, as set forth in item "First" above, allowing use of the Road as a Public Road. Such evidence shall be in the form of a commitment for title insurance insuring the Town of the said condition of the title to the Road and the underlying land, issued by a title insurer satisfactory to the Town Manager and at a satisfactory premium. The cost of obtaining such commitment shall be paid by the said owners.

Third, the Town Manager shall have been able to obtain a letter from an attorney satisfactory to the Town Manager, certifying that said commitment for title insurance is sufficient to protect the Town's interests.

Section 2. The Board of Selectmen or its designee is authorized to execute and undertake all documents and actions necessary or convenient to facilitate the transfer of ownership of the Road to become a Public Road as set forth in this Article.

Section 3. The acceptance of the Road shall occur and be effective only when the Board of Selectmen has made the determination of satisfactory completion of all conditions, as set forth above. Said determination may be made at any date on or before April 20, 2024. **See Appendix D (pg.56)** 

Selectboard recommends passage
Warrant Committee recommends passage (16 Ayes; 0 Nays)

# QUITCLAIM DEED WITH COVENANT

MC PROPERTY WORKS, LLC, a Connecticut limited liability company with a place of business in Weatogue, Connecticut, Rebecca Jarvis, Trustee of the Rebecca Jarvis Living trust of Mount Desert, Maine, Jennifer L. Brandt and Donald R. Brandt both of Mount Desert, Maine, Gail schoppmann and Kenneth schoppmann both of Willington, Connecticut, todd Joseph Graham and Leisa Litvay Graham both of Mount Desert, Maine, Heidi J. Munger and Steven C. Munger both of Mount Desert, Maine, David James King and Julia Dawnking both of Bar Harbor, Maine, Maegan H. Haney and Matthew K. Haney, both of Mount Desert, Maine, Christopher S. Cronan of Veazie, Maine, Robert J. Dowd and Lynn R. Dowd both of Friendship, Maryland, Shannon L. Smith of Mount Desert, Maine, and Harold H. Owen, III and Erin F. Owen both of Mount Desert, Maine, for consideration paid, grants to the Town of Mount Desert, a body politic and corporate with a place of business in Mount Desert, Maine, with a mailing address of P.O. Box 248, Northeast Harbor, Maine 04662, with Quitclaim Covenants, a certain lot or parcel of land situated in Somesville, within the Town of Mount Desert, County of Hancock, and State of Maine, described as follows:

the "Patterson Hill Road, a fifty foot wide right of way serving Lots 1-12" including the cul de sac at the terminus of such right of way, all as depicted on the Plan entitled "Plan of Patterson Hill Road Amending and Revising First Record" prepared by Plisga & Day, dated May 8, 2009 and recorded in Plan Book 39, Page 76.

THE FOREGOING PROPERTY IS SUBJECT TO the following easements:

The Easement given to Bangor Hydro-Electric Company, dated March 16, 2007 and recorded in Book 4736, Page 196.

The Easement given to Verizon New England, Inc., formerly known as New England Telephone and Telegraph Company, dated April 13, 2007 and recorded in Book 4747, Page 115.

The Grantors herein agree that by dedicating the forgoing property to the Town of Mount Desert, the Town's ownership and rights therein are not subject to the Declaration of Covenants, Conditions and Restrictions for Patterson Hill Subdivision, recorded in Book 4473, Page 77 (the "Declaration"), and to the extent necessary to clarify the foregoing, the Declaration is amended by the Grantors herein to provide the same.

Being a right of way known as Patterson Hill Road in the Patterson Hill Subdivision described in the following deeds: 1) Deed from Patterson Hill, LLC to Mc Property Works, LLC dated

December 20, 2007 and recorded in Book 4911, Page 5; 2) Deed from Rebecca Jarvis, Trustee of the Rebecca A. Heniser Living Trust to Rebecca Jarvis, Trustee of the Rebecca Jarvis Living Trust, dated September 27, 2018 and recorded in Book 6926, Page 238; 3) Deed from MaryElizabeth Filon to Jennifer L. Brandt and Donald R. Brandt, dated August 15, 2018 and recorded in Book 6906, Page 565; 4) Deed from Marion Smith to Gail and Kenneth Schoppmann, dated March 2, 2021 and recorded in Book 7101, Page 45; 5) Deed from Patterson Hill, LLC to Todd Joseph Graham and Leisa Litvay Graham, dated May 13, 2009 and recorded in Book 5208, Page 215; 6) Deed from Jeffrey E. Shaw and Catherine C. Shaw to Heidi J. Munger and Steven C. Munger, dated October 7, 2016 and recorded in Book 6650, Page 27; 7) Deed to David James King and Julia Dawn King from Eben J. Salvatore and Jeffery H. Young, dated February 2, 2023 and recorded in Book 7254, Page 198; 8) Deed from William N. Burnett and Marc E. Nighman to Maegan and Matthew Haney, dated April 12, 2022 and recorded in Book 7202, Page 356; 9) Deed from Patterson Hill, LLC to Christopher S. Cronan and Karen H. Cronan, dated December 16, 2009 and recorded in Book 5343, Page 316; 10) Deed from Patterson Hill, LLC to Robert J. Dowd and Lynn R. Dowd, dated July 14, 2011 and recorded in Book 5650, Page 242; 11) Deed from Danson Rice Horton to Shannon L. Smith, dated December 10, 2020 and recorded in Book 7085, Page 239; and 12) Deed from Federal Home Loan Mortgage Corporation to Harold H. Owen, III and Erin F. Owen, dated June 4, 2015 and recorded in Book 6402, Page 205.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned, on hereunto set his/her hand and seal as of this 5 1/10 day	
N	Mc Property Works, LLC
H N I	By: MMBastonguag Name: Maureen M Gastonguay ts: Member MG
STATE OF Maine COUNTY OF Huncock	June 5, 2023
before me the foregoing deed to be his/her free act a and deed of Mc Property Works, LLC.	Representation of the free act and deed in his/her capacity and the free act and the free a
	Notary Public Attorney at Law Print or Type Name as Signed

Rebecca Jarvis as Trustee of the Rebecca Jarvis Living Trust has hereunto set her hand and seal as of this day of day of

IN WITNESS WHEREOF, Jennifer L. Brandt and Donald R. Brandt have hereunto set their hands and seals as of this 14th day of June , 2023.

STATE OF MAINE

Donald R. Brandt

Personally appeared before me, the above named Jennifer L. Brandt and Donald R. Brandt and both acknowledged the foregoing instrument to be their free act and deed.

Notary Public/Maine Attorney-at-Law

Print Name

JENNIFER C. ABBOTT

IN WITNESS WHEREOF, Gail Schoppmann and Kenneth Schoppmann have hereunto set their hands and seals as of this 13 day of June , 2023.

Gail Schoppmann

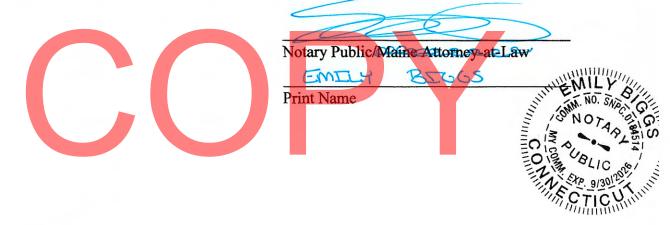
Kenneth Schoppmann

STATE OF CONNECTED

TOLLAND County

JUNE 13<sup>TM</sup> , 2023

Personally appeared before me, the above named Gail Schoppmann and Kenneth Schoppmann and both acknowledged the foregoing instrument to be their free act and deed.



IN WITNESS WHEREOF, Todd Joseph Grahar their hands and seals as of this 16 day of 7	n and Leisa Litvay Graham have hereunto set, 2023.
Todd	seph Graham
Leisa Li	tvay Graham
STATE OF Maine County	June 16, 2023
Personally appeared before me, the above Graham and both acknowledged the foregoing inst	named Todd Joseph Graham and Leisa Litvay trument to be their free act and deed.  Notary Public/Maine Attorney-at-Law
	Print Name
	Brittaney Shults Notary Public, State of Maine My Commission Expires February 12, 2026

their hands and seals as of this 16 day of	ham and Leisa Litvay Graham have hereunto set  2023.  Joseph Graham  Litvay Graham
STATE OF Mine County	June 16, 2023
Personally appeared before me, the abo Graham and both acknowledged the foregoing i	nstrument to be their free act and deed.  Notary Public/Maine Attorney-at-Law  Print Name
	Brittaney Shults Notary Public, State of Maine My Commission Expires February 12, 2026

IN WITNESS WHEREOF, Heidi C. Munger and Steven C. Munger have hereunto set their hands and seals as of this 28 day of July , 2023.

Heidi C. Munger

Steven C. Munger

STATE OF Maine

Hancock County

July 28, 2023

Personally appeared before me, the above named Heidi C. Munger and Steven C. Munger and both acknowledged the foregoing instrument to be their free act and deed.

Notary Public Maine Attorney-at-Law

Print Name

Brittaney Shults Notary Public, State of Maine My Commission Expires February 12, 2026

IN WITNESS WHEREOF, David K seals as of this day of Unc	ting and Julie King have hereunto set their hands and, 2023.
	David King
,	Julie King
STATE OF IN County	June 16, 2023
Personally appeared before me, acknowledged the foregoing instrument t	the above named David King and Julie King and both to be their free act and deed.
	Notary Public/Maine Attorney-at-Law  MMMU K MCGussie
	Print Name  OF  TENNESSEE  NOTARY  PUBLIC  NOTARY  PUB
	60mm. exp. 7/24/24

IN WITNESS WHEREOF, Maegan H. Hane hands and seals as of this 25 day of Jun	y and Matthew K. Haney have hereunto set their 2023.
<u>##</u>	gan H. Haney hew K. Haney
STATE OF MAINE	7 2022
Wancock County	June 28, 2023
Personally appeared before me, the about Haney and both acknowledged the foregoing in	ove named J Maegan H. Haney and Matthew K. strument to be their free act and deed.
	Notary Public/Maine Attorney-at-Law  Wendy H Little Field  Print Name
Notary Public My Commission ex April 21, 20	de Maine Rines
April 21, 20	29

	Christopher S. Crorwan
	Christopher S. Cronan
STATE OF Maine Pendoxot County	June 6, , 2023
Personally appeared befo acknowledged the foregoing instrur	re me, the above named Christopher S. Cronan and nent to be his free act and deed.
	Notary Public/Maine Attorney-at-Law
	Print Name
	Eileen Rogers  Notary Public, State of Maine

	Robert I Down
	Robert J. Dowd  Lynn R. Dowd
STATE OF <u>Manyland</u> Anne Annold County	<u>June</u> <u>v</u> , 2023
Personally appeared before me, both acknowledged the foregoing instru	, the above named Robert J. Dowd and Lynn R. Dowd and ument to be their free act and deed.
SHANNON A IRELAN Notary Public Anne Arundel County Maryland My Commission Expires June 1:	Notary Public/Maine Attorney-at-Law

Print Name

IN WITNESS WHEREOF, Robert J. Dowd and Lynn R. Dowd have hereunto set their hands and seals as of this \_\_\_\_\_\_\_, and \_\_\_\_\_\_\_, 2023.

$\frac{7 + h}{4}$ day of $\frac{1}{4}$ day of	Mannon Janth
Sna	nnon L. Smith
STATE OF Maine	
Hancoch County	June 7, 2023
County	, 2023
Personally appeared before me, the al	bove named Shannon L. Smith and acknowledged
the foregoing instrument to be her free act and	
me foregoing monument to be not more use uni-	21 1
	D # (// \\
	Telhunder Thuy N
	Notary Public/Maine Attorney-at-Law
	Ruffar
	Print Name
	Tillit Ivalile
	Brittaney Shults
	Brittaney Shults Notary Public State of Maine

and seals as of this 15th day of July	and Erin F. Owen have hereunto set their hands, 2023.
Harole	d H. Owen, III  Mi f Class  Owen
STATE OF Maine Hancock County	_6/15
Personally appeared before me, the above and both acknowledged the foregoing instrument	ve named Harold H. Owen, III and Erin F. Owen at to be their free act and deed.
	Notary Public/Maine Attorney-at-Law Print Name
	TIMOTHY LEE FORMBY Notary Public-Maine My Commission Expires February 02, 2025

### **COMMITMENT**

### Old Republic National Title Insurance Company Schedule B, Part I Requirements

Commitment No. 23-6012

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company

400 Second Avenue South Minneapolis, Minnesota 55401

Commitment No. 23-6012 File No. PT23-1133

- 1. Commitment Date: November 8, 2023 at 8:00 am
- 2. Policy or policies to be issued:
  - (a) ALTA Owner's Policy

Proposed Insured: Amount: **TBD** 

**Town of Mount Desert** 

- 3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
- 4. The Title is, at the Commitment Date, vested in Mc Property Works, LLC, Rebecca Jarvis, Trustee of the Rebecca Jarvis Living Trust, Jennifer L. Brandt and Donald R. Brandt, Gail Schoppmann and Kenneth Schoppmann, Todd Joseph Graham and Leisa Litvay Graham, Maegan H. Haney and Matthew K. Haney, Heidi J. Munger and Steven C. Munger, Christopher S. Cronan, Robert J. Dowd and Lynn R. Dowd, Shannon L. Smith, Harold H. Owen, III and Erin F. Owen and David James King and Julia Dawn King by operation of 33 MRSA section 465 and by virtue of the following deeds:

Mc Property Works, LLC by virtue of a deed from Patterson Hill, LLC dated December 20, 2007 and recorded in **Book 4911**, **Page 55**.

Rebecca Jarvis, Trustee of the Rebecca Jarvis Living Trust by virtue of a deed from Rebecca Jarvis, Trustee of the Rebecca A. Heniser Living Trust, dated September 27, 2018 and recorded in **Book 6926**, **Page 238**.

Jennifer L. Brandt and Donald R. Brandt by virtue of a deed from MaryElizabeth Filon, dated August 15, 2018 and recorded in **Book 6906**, **Page 565**.

Gail Schoppmann and Kenneth Schoppmann by virtue of a deed from Marion Smith, dated March 2, 2021 and recorded in **Book 7101**, **Page 45**.

Todd Joseph Graham and Leisa Litvay Graham by virtue of a deed from Patterson Hill, LLC, dated May 13, 2009 and recorded in **Book 5208**, **Page 215** 

Maegan H. Haney and Matthew K. Haney by virtue of a deed from Patterson Hill, LLC, dated July 16, 2009 and recorded in **Book 5257**, **Page 245**.

Heidi J. Munger and Steven C. Munger by virtue of a deed from Jeffrey E. Shaw and Catherine C. Shaw, dated October 7, 2016 and recorded in **Book 6650**, **Page 27**.

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Initial for Identification

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Christopher S. Cronan as the surviving joint tenant by virtue of a deed from Patterson Hill, LLC to Christopher S. Cronan and Karen H. Cronan, dated December 16, 2009 and recorded in **Book 5343**, **Page 316**.

Robert J. Dowd and Lynn R. Dowd by virtue of a deed from Patterson Hill, LLC, dated July 14, 2011 and recorded in **Book 5650**, **Page 242**.

Shannon L. Smith by virtue of a deed from Danson Rice Horton, dated December 10, 2020 and recorded in **Book 7085**, **Page 239**.

Harold H. Owen, III and Erin F. Owen by virtue of a deed from Federal Home Loan Mortgage Corporation, dated June 4, 2015 and recorded in **Book 6402**, Page 205.

David James King and Julia Dawn King by virtue of a deed from Eben J. Salvatore and Jeffery H. Young, dated February 2, 2023 and recorded in **Book 7254**, **Page 198**.

### 5. The Land is described as follows:

A certain lot or parcel of land situated in Somesville, within the Town of Mount Desert, County of Hancock, and State of Maine, more particularly described as the "Patterson Hill Road, a fifty foot wide right of way serving Lots 1-12" including the cul de sac at the terminus of such right of way, all as depicted on the Plan entitled "Plan of Patterson Hill Road Amending and Revising First Record" prepared by Plisga & Day, dated May 8, 2009 and recorded in Plan Book 39, Page 76.

All of the following Requirements must be met:

Note: As used herein "recorded" shall mean recorded with the Hancock County (Maine) Registry of Deeds.

### **COMMITMENT**

### Old Republic National Title Insurance Company Schedule B, Part II Exceptions

Commitment No. 23-6012

- 1. The proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. All outstanding real estate taxes, water, sewer and other municipal betterment assessments and charges to be paid at or prior to closing.
- 5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to-wit:
  - a. Deed from McProperty Works, LLC to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - b. Deed from Rebecca Jarvis, Trustee of the Rebecca Jarvis Living Trust to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - c. Deed from Jennifer L. Brandt and Donald R. Brandt, to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - d. Deed from Gail Schoppmann and Kenneth Schoppmann to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - e. Deed from Todd Joseph Graham and Lesia Litvay Graham to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - f. Deed from Maegan H. Haney and Matthew K. Haney to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - g. Deed from Heidi J. Munger and Steven C. Munger to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - i. Deed from Christopher S. Cronan to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - j. Deed from Robert J. Dowd and Lynn R. Dowd to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.
  - k. Deed from Shannon L. Smith to Town of Mount Desert conveying her interest in the subject property set forth under Schedule A.
  - 1. Deed from Harold H. Owen, III and Erin F. Owen to Town of Mount Desert conveying her interest in the subject property set forth under Schedule A.
  - m. Deed from David James King and Julia Dawn King to Town of Mount Desert conveying their interest in the subject property set forth under Schedule A.

{EP - 04473316 - v2 }

Initial for Identification

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

### COMMITMENT

### Old Republic National Title Insurance Company Schedule B, Part II Exceptions (Continued)

File No. 23-6012

- 6. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
- 7. In order to delete Exceptions 2 and 4 of Schedule B, Part II of this Commitment (regarding parties in possession and mechanics' liens) from the final Loan Policy, the Company must be provided with a fully executed Owner's Affidavit.
- 8. In order to delete Exception 3 of Schedule B, Part II of this Commitment (regarding survey matters) from the final Loan Policy, the Company must be provided with a satisfactory Mortgage Loan Inspection Sketch or fully executed Survey Affidavit and payment of the Survey Affidavit Fee.
- 9. The following items must be discharged, terminated or partially released of record:
  - a. Mortgage from Jennifer L. Brandt and Donald R. Brandt to Firstrust Bank, dated August 15, 2018 and recorded in **Book 6906**, **Page 569** [to be partially released].
  - b. Mortgage from Heidi J. Munger and Steven C. Munger to CUSO Home Lending, dated July 23, 2020 and recorded in **Book 7041**, **Page 581** [to be partially released].
  - c. Mortgage from Rebecca Jarvis Living Trust to Firsttrust Bank, dated November 10, 2020 and recorded in **Book 7073**, **Page 69** being assigned to MERS as a nominee by an instrument dated November 10, 2020 and recorded in **Book 7080**, **Page 370** [to be partially released].
  - d. Mortgage from Todd Joseph Graham and Leisa Litvay Graham to Bar Harbor Bank & Trust, dated December 29, 2020 and recorded in **Book 7087**, **Page 156** [to be partially released].
  - e. Mortgage from Shannon L. Smith to Bar Harbor Bank & Trust, dated January 13, 2021 and recorded in **Book 7091**, **Page 700** [to be partially released].
  - f. Mortgage from Harold H. Owen and Erin F. Owen to KeyBank National Association, dated May 10, 2021 and recorded in **Book 7121**, **Page 528**, being assigned to MERS as a nominee by instrument dated May 10, 2021 and recorded in **Book 7132**, **Page 42** [to be partially released].
  - g. Mortgage from Harold H. Owen and Erin F. Owen to KeyBank National Association, dated June 20, 2023 and recorded in **Book 7275**, **Page 481 [to be partially released]**.
  - h. Mortgage from Maegan H. Haney and Matthew K. Haney to First National Bank, dated December 8, 2021 and recorded in **Book 5257**, **Page 245** [to be partially released].
  - i. Mortgage from Todd Joseph Graham and Leisa Litvay Graham to Machias Savings Bank, dated November 15, 2022 and recorded in **Book 7243**, **Page 506 [to be partially released]**. THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Note: As used herein, recorded shall mean recorded in the Hancock County (Maine) Registry of Deeds.

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession.
- 3. Any easements or claims of easements not shown by the public records, encroachment, encumbrance, violation variation or adverse circumstance affecting the Title that would by disclosed by an accurate and complete survey and personal inspection of the Land.
- 4. Any lien, or right to a lien, for services, labor or materials, heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Real estate taxes and assessments, if any, that are not yet due and payable and for subsequent years.
- 6. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways.
- 7. The final Policy will not insure the accuracy of any statements of area, including acreage representations, appearing in the insured description.
- 8. Such state of facts shown, noted, or referenced on the following plans: Plan entitled "Final Subdivision Plan of Patterson Hill" prepared by Plisga & Day, dated March 9, 2006 and recorded in **Plan Book 35, Page 38,** being amended by a plan entitled "Plan of Patterson Hill, Amending and Revising Hancock County Registry of Deeds First Record Map File 35, No. 38" prepared by Plisga & Day, dated May 8, 2009 and recorded in **Plan Book 39, Page 76.**
- 9. Terms, conditions, and restrictions of the Declaration of Covenants, Conditions and Restrictions for Patterson Hill Road Subdivision, dated April 27, 2006 and recorded in **Book 4473**, **Page 77**.
- 10. Easement from Patterson Hill, LLC to Verizon New England, Inc. FKA New England Telephone and Telegraph Company, dated April 13, 2007 and recorded in **Book 4747**, **Page 115**.
- 11. Such state of facts shown, noted, or referenced on a Plan entitled "Plan of Underground Electric Easement Serving Patterson Hill" prepared by Plisga & Day, dated November 17, 2006 and recorded in **Plan Book 36**, **Page 73**.
- 12. Easement from Patterson Hill, LLC to Bangor Hydro-Electric Company, dated March 16, 2007 and recorded in **Book 4736**, **Page 196**.
- 13. Terms and conditions of an Agreement for New Rights of Way, dated July 15, 2009 and recorded in **Book** 5257, Page 207.
- 14. Mortgage from Jennifer L. Brandt and Donald R. Brandt to Firstrust Bank, dated August 15, 2018 and recorded in **Book 6906**, **Page 569 [to be partially released]**.
- 15. Mortgage from Heidi J. Munger and Steven C. Munger to CUSO Home Lending, dated July 23, 2020 and recorded in **Book 7041**, **Page 581 [to be partially released]**.
- 16. Mortgage from Rebecca Jarvis Living Trust to Firsttrust Bank, dated November 10, 2020 and recorded in **Book 7073**, **Page 69** being assigned to MERS as a nominee by an instrument dated November 10, 2020 and recorded in **Book 7080**, **Page 370** [to be partially released].
- 17. Mortgage from Todd Joseph Graham and Leisa Litvay Graham to Bar Harbor Bank & Trust, dated December 29, 2020 and recorded in **Book 7087**, **Page 156** [to be partially released].

### **COMMITMENT**

Old Republic National Title Insurance Company Schedule B, Part II Exceptions (Continued)

Commitment No. 23-6012

- 18. Mortgage from Shannon L. Smith to Bar Harbor Bank & Trust, dated January 13, 2021 and recorded in **Book** 7091, Page 700 [to be partially released].
- 19. Mortgage from Harold H. Owen and Erin F. Owen to KeyBank National Association, dated May 10, 2021 and recorded in **Book 7121**, **Page 528**, being assigned to MERS as a nominee by instrument dated May 10, 2021 and recorded in **Book 7132**, **Page 42** [to be partially released].
- 20. Mortgage from Maegan H. Haney and Matthew K. Haney to First National Bank, dated December 8, 2021 and recorded in **Book 5257**, **Page 245** [to be partially released].
- 21. Mortgage from Todd Joseph Graham and Leisa Litvay Graham to Machias Savings Bank, dated November 15, 2022 and recorded in **Book 7243**, **Page 506** [to be partially released].
- 22. Mortgage from Harold H. Owen and Erin F. Owen to KeyBank National Association, dated June 20, 2023 and recorded in **Book 7275**, **Page 481 [to be partially released]**.

{EP - 04473316 - v2 }

Initial for Identification

John A. Cunningham Of Counsel jcunningham@eatonpeabody.com



100 Middle St., P.O. Box 15235 Portland, Maine 04112-5235 Phone 207-274-5266 Fax 207-274-5286 www.eatonpeabody.com

November 30, 2023

Durlin E. Lunt, Jr.
Town Manager
Town of Mount Desert
P.O. Box 248
Northeast Harbor, ME 04662

Re: Acceptance of Patterson Hill Road

Dear Durlin:

I am writing in connection with the Town's acceptance of Patterson Hill Road (the "Road") as approved by the Town's voters by adoption of Article 32 at the Town meeting earlier this year. The terms of that acceptance included that the owners of the Road offering to transfer their interests in the Road to the Town would demonstrate their good title to the road in the form of a commitment for title insurance insuring the Town as to the validity of their title to the Road. Such a commitment, dated November 8, 2023, has been issued on behalf of the Road's owners. A further requirement of the acceptance was that the Town Manager obtain a letter from an attorney satisfactory to the Town Manager, certifying that said commitment for title insurance is sufficient to protect the Town's interests. This letter is intended to satisfy that latter requirement.

The said commitment for title insurance has been issued by Old Republic National Title Insurance Company, a well-regarded title insurance company authorized to do business in the State of Maine. The commitment provides that the Town may obtain title insurance at ordinary premium rates insuring the Town that good title to the Road is being transferred to the Town, such that the Town would have the right to use and maintain the Road as a public way. I conclude that such insurance will readily protect the Town's interests concerning those issues.

Very truly yours,

John A. Cunningham



### Town of Mount Desert Michael Bender, Fire Chief

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

Telephone 207-276-5111

Fax 207-276-5732

Web Address <u>www.mtdesert.org</u> firechief@mtdesert.org

### Memo

To: Durlin Lunt, Town Manager

From: Mike Bender, Fire Chief

CC:

Date: November 30, 2023

Re: Station 2 Rental Waiver

I would like to make a request that the Select Board consider waiving the rental fee for the Hancock County District of American Legion Posts to use the Seal Harbor fire station community room the evening of Tuesday, December 12, 2023 to host their annual Christmas dinner.

Thank you.



Michael Bender, Fire Chief, Emergency
Management Director
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5111
Fax 207-276-5732

Web Address www.mtdesert.org
firechief@mtdesert.org

### Memo

To: Durlin Lunt, Town Manager From: Mike Bender, Fire Chief

CC:

Date: November 30, 2023

Re: Authorization to Sign Revised Construction Phase Services Agreement with Hedefine

Engineering & Design. Inc.

I would like to request authorization from the Board of Selectman to enter into a 3<sup>rd</sup> revised agreement with Hedefine Engineering & Design, Inc. for Construction Administrative and Site Observation services for the Northeast Harbor fire station expansion project. The cost to continue these services is \$11,000.00 which will be funded through the construction contingency fund and leave an approximate balance of \$215,800.17.

King's Construction Services, Inc. informed our design team (the team) that they have entered the substantial completion phase of this project. Substantial completion is when the general contractor indicates they are nearing the final completion phase of the project and are ready for an initial walkthrough by the owner and the team. We conducted the walkthrough on Tuesday, November 27<sup>th</sup> and generated a punch list that the general contractor is currently addressing with corrective actions.

Unfortunately, there is one final portion of the project which cannot be completed due to the new replacement generator being backordered until sometime in December and the needed installation of EV chargers. Because the current generator is housed inside the building and still on-line, construction crews cannot start renovating that portion of the station until after the new generator is installed and on-line. Due to this delay, we anticipate we are several weeks away from final completion. As of this memo, the project is roughly one month behind schedule.

Below is further information from the Project Manager for the request of additional funding:

### Hello Chief Bender,

This is a follow up to the conversation we had last week regarding our Construction phase budget for the MDFS #1 renovations. As you are aware the renovations are nearing completion. They were to be complete by the end of October 2023 but have lagged due to a number of contractor related issues. There were also some scope changes, most notably the foundation waterproofing effort which added time to the contract and took the design team a certain amount of time and budget to prepare updated design sheets and coordinate the work.

A revised schedule for substantial completion was sent out by Michael of DGC recently which places the Substantial Completion walk-thru on 11/27/23, about 1 month behind the anticipated completion. Assuming the certificate of occupancy can be obtained at this time then this should be the date of Substantial Completion. Subsequent to that will be work related to the new generator installation along with the Decon room renovation and the EV chargers. Currently we do not have a date for those items, however we hope to have the schedule from the contractor soon. Our best estimate is that this will take another month or two so as the generator must still be delivered and installed. The contractor expects the generator near the end of December but has been unable to lock in a specific date.

Our current Construction Administration services contract, including observation services, anticipated an October completion date. The status of the contract amounts are shown below

### Construction Admin Services (lump sum)

Budget: \$122,600

Billed to date: \$114,747.85

Balance: \$7,852.15\*

(\*well over half of this is the electrical engineer's portion which he has not yet billed)

### Site Observation Services (at rates)

Budget Estimate: \$131,000

Billed to Date (thru end of October): \$127,013

Balance: \$3,987 (this amount has likely been used already in November)

The extension of the project times for substantial completion to the end of November, and then extended services to complete the remaining work will place our billing over the previous estimate for site observation services. Additional months of pay application reviews and meetings are also anticipated.

As you know there has been significant challenges in getting the work completed according to the project documents and acceptable standards. We believe that having an on-site observation process has been instrumental in the Town receiving the quality of work they are entitled to receive. We feel that the level of meetings and site visits can be scaled back as things are completed, since a good portion of the work will be visible, however we recommend that some level of oversight is maintained as work is completed.

To provide even that reduced level of work, however, we will still exceed our current estimated budget. With that in mind we are requesting that our estimated "Site Observation Services" estimated budget be increased by \$11,000. That increase would cover observation work from November onward, meetings and site visits anticipated for the next two months and closeout of the project. We would keep the CA budget as it is and complete billing of that as the project is finished, however the work of the Architect and our additional CA work would be billed against this "Observation" budget. We believe we will invoice less than that amount and will certainly try to keep our involvement as limited as we feel is responsible.

We understand there is likely some level of frustration associated with the extension of the work and the associated costs, and we assure you we share that. We have been actively trying to motivate the contractor to complete the project as quickly as possible and maintain a high level of quality. We will actively try to reduce the amount of extra time and billing related to the project while still maintaining the level of oversight we feel is required to protect the interests of the Town.

Thank you for your continued understanding and support. Please do not hesitate to contact us with any questions or concerns.

Respectfully, Rene Courtemanche Project Manager Hedefine Engineering & Design, Inc.

### TREASURER'S WARRANTS

Warrants for BOS Agenda:

	Description	#	Date		Amount
A. Warrants to be Approved and Signed:	Town Invoices	AP#2435	12/05/23		1,051,669.02
				\$	1,051,669.02
B. Authorized Warrants to be Signed:  (Prior Electronic or Manual Authorization)	(Wendy needs to ab	stain)			
	Fees & P/R Benefits				
		AP#2433 AP#2434	11/22/23 11/29/23		3,560.00 93,325.06
		AF#2454	11/29/23	Ş	93,323.00
	Town Payroll		/22 /22		
		PR#2413	11/22/23	\$	163,376.23
				\$	260,261.29
C. Warrants to be Acknowledged:	School Invoices				
	School Payroll				
		PR#11	11/24/23	\$	189,490.83
	Town Voids				
				\$	189,490.83
TOTAL WARRANTS FOR BOS MEETING				\$	1,501,421.14



# YEAR-TO-DATE BUDGET REPORT

FOR 2024 13							
ACCOUNTS FOR: 100 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 Governing Body 201 Municipal Management 202 Town Clerk 203 Elections 204 Planning Board 205 Finance 206 Assessing 207 Code Enforcement 208 Unallocated 209 Human Resources 210 Contracted Mun & Comm-Oriented 300 General Assistance 310 General Assistance 311 Contracted Mun & Comm-Oriented 312 Contracted Mun & Comm-Oriented 313 Contracted Mun & Comm-Oriented 314 Contracted Mun & Comm-Oriented 315 Contracted Mun & Comm-Oriented 316 General Assistance 317 Contraction 318 Comunication 319 Emergency Management 310 Emergency Management 311 Communication 312 Maste Water Treatment 313 Environmental Sustainability 314 Maste Management 315 Maste Management 316 Recreation 317 Community Development 318 Community Development 319 Environmental Sustainability 310 Community Development 311 Community Development 312 Community Development 313 Environmental Sustainability 314 Party Request Agencies 315 Operating Transfers	36,770 1392,940 1392,940 127,000 1212,484 1212,484 1212,484 122,563 122,666 143,000 122,006 143,000 143,000 143,000 143,000 143,000 143,000 143,000 143,000 143,000 144,563 150 160 170 170 170 170 170 170 170 170 170 17	000000000000000000000000000000000000000		744704470447040404040404040404040404040	888888888888888888888888888888888888888	31,549.24 269,536.76 90,337.61 15,356.13 20,522.71 88,300.27 88,300.27 102,956.93 102,958.84 102,958.84 102,958.84 102,958.80 1,411,423.86 1,411,423.86 1,411,423.86 1,411,423.86 1,411,423.86 1,411,423.86 1,411,423.86 1,411,423.86 1,411,423.86 1,135,750.00 1,386,645.30 1,135.29 1,135.29 1,135.29 1,135.29 1,135.29 1,135.29	100.0%
TOTAL General Fund	14,130,731	636	14,131,367	7,154,313.39	00.	6,977,053.16	90.09



# YEAR-TO-DATE BUDGET REPORT

FOR 2024 13							
ACCOUNTS FOR: 600 Marina	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 Northeast Harbor Marina 102 Seal Harbor Marina 103 Bartlett Marina 104 Somes Marina 801 General Obligation 991 Operating Transfers	664,321 12,800 4,800 750 32,032 137,377	00000	664,321 12,800 4,800 32,032 137,377	300,396.70 2,571.83 504.84 262.50 32,010.06 63,108.00	888888	363, 924.30 10, 228.17 4, 295.16 487.50 21.94 74, 269.00	45.2% 20.1% 10.5% 35.0% 45.9%
TOTAL Marina	852,080	0	852,080	398,853.93	00.	453,226.07	46.8%



# YEAR-TO-DATE BUDGET REPORT

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. PCI USED	50.4%
AVAILABLE BUDGET	7,430,279.23 50.4%
ENCUMBRANCES	00.
SUDGET YTD EXPENDED	7,553,167.32
REVISED BUDGET	636 14,983,447
I KANFKS/ ADJSTMTS	989
OKIGINAL APPROP	14,982,811
	GRAND TOTAL

 $^{**}$  END OF REPORT - Generated by Lisa Young  $^{**}$ 

Report generated: 11/30/2023 15:00 User: 69051you Program ID: glytdbud

m

## TOWN OF MOUNT DESERT ACCOUNTS PAYABLE WARRANT

### WARRANT AP# 2435

**December 5, 2023** 

CHECK DATE:

			1,051,669.02	TOTAL DISBURSEMENTS: \$	TOTAL DI
- Voided Checks	ŵ	N/A	and	N/A	EFT or CK NUMBER:
<b>96,350.45</b> ACH Payments	\$	3081	through	3066	EFT NUMBER:
- Electronic payments	\$	N/A	and	N/A	CHECK NUMBER:
\$ 955,318.57 Check payments	\$	319730	through	319690	CHECK NUMBER:

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

Selectmen:

Martha T Dudman	Geoffrey V Wood, Secretary
John B Macauley, Chairman	Wendy H Littlefield, Vice Chairman

James F Mooers

11/30/2023 14:18   Town 69051you   A/P C	Town of Mount Desert  A/P CASH DISBURSEMENTS JOURNAL			P 1  apcshdsb
CASH ACCOUNT: 100 1 CHECK NO CHK DATE TYPE	10100 ckg-вн General Fund 8066 ТҮРЕ VENDOR NAME	INV DATE PO	WARRANT	NET
3066 12/05/2023 EFT	76 BROWNS COMMUNICATIONS INC	11/20/2023	AP2435	129.00
		СНЕСК	3066 TOTAL:	129.00
3067 12/05/2023 EFT	792 COASTAL ENERGY	11/15/2023	AP2435	764.15
	COASTAL ENERGY	11/17/2023	AP2435	127.51
	COASTAL ENERGY	11/15/2023	AP2435	1,959.80
	COASTAL ENERGY	11/17/2023	AP2435	1,280.05
	COASTAL ENERGY	11/17/2023	AP2435	119.20
		СНЕСК	3067 TOTAL:	4,250.71
3068 12/05/2023 EFT	1844 COLLIER & FAHEY, PA	11/06/2023	AP2435	74.00
		СНЕСК	3068 TOTAL:	74.00
3069 12/05/2023 EFT	181 EATON PEABODY ATTORNEYS AT LAW	11/07/2023	AP2435	1,998.69
	EATON PEABODY ATTORNEYS AT LAW	11/07/2023	AP2435	12,177.00
	EATON PEABODY ATTORNEYS AT LAW	11/07/2023	AP2435	1,639.00
		СНЕСК	3069 TOTAL:	15,814.69
3070 12/05/2023 EFT	175 EMR INC	11/15/2023	AP2435	1,077.00
		СНЕСК	3070 TOTAL:	1,077.00
3071 12/05/2023 EFT	116 HALEY WARD, INC.	11/13/2023	AP2435	560.40
	HALEY WARD, INC.	11/13/2023	AP2435	120.00
	HALEY WARD, INC.	11/13/2023	AP2435	1,435.40
	HALEY WARD, INC.	11/13/2023	AP2435	260.40
	HALEY WARD, INC.	11/13/2023	AP2435	350.40
		СНЕСК	3071 TOTAL:	2,726.60

11/30/2023 14:18  To 69051you  A/	wn of Mou P CASH DI	Town of Mount Desert A/P CASH DISBURSEMENTS JOURNAL			P  apcshdsb
CASH ACCOUNT: 100 CHECK NO CHK DATE TY	10100 TYPE VENDOR NAME	Ckg-BH General Fund 8066 NAME	INV DATE PO	WARRANT	NET
3072 12/05/2023 EFT	Т 2592	HAMMOND LUMBER COMPANY	11/14/2023	AP2435	126.97
		HAMMOND LUMBER COMPANY	11/14/2023	AP2435	69.98
		HAMMOND LUMBER COMPANY	11/14/2023	AP2435	3,272.80
		HAMMOND LUMBER COMPANY	11/20/2023	AP2435	70.24
		HAMMOND LUMBER COMPANY	11/20/2023	AP2435	50.88
		HAMMOND LUMBER COMPANY	11/20/2023	AP2435	-25.44
			CHECK	3072 TOTAL:	3,565.43
3073 12/05/2023 EFT		1030 INDUSTRIAL PROTECTION SERVICES, LLC	11/17/2023	AP2435	394.54
			CHECK	3073 TOTAL:	394.54
3074 12/05/2023 EFT		1326 DURLIN LUNT	11/28/2023	AP2435	16.38
			СНЕСК	3074 TOTAL:	16.38
3075 12/05/2023 EFT		2142 MODERN PEST SERVICES, LLC	11/17/2023	AP2435	88.00
			СНЕСК	3075 TOTAL:	88.00
3076 12/05/2023 EFT		2604 NO FRILLS OIL COPMANY	11/08/2023	AP2435	1,051.02
			CHECK	3076 TOTAL:	1,051.02
3077 12/05/2023 EFT		979 QUIRK FORD OF AUGUSTA	11/29/2023	AP2435	52,415.00
			CHECK	3077 TOTAL:	52,415.00
3078 12/05/2023 EFT		2512 CHARTER COMMUNICATIONS	11/21/2023	AP2435	80.00
			CHECK	3078 TOTAL:	80.00
3079 12/05/2023 EFT		708 D L THURROTT INC	11/20/2023	AP2435	4,003.70
			СНЕСК	3079 TOTAL:	4,003.70

11/30/2023 14:18   Town o 69051you   A/P CA	Town of Mount Desert A/P CASH DISBURSEMENTS JOURNAL	DURNAL			P 3  apcshdsb
CASH ACCOUNT: 100 10 CHECK NO CHK DATE TYPE V	10100 CKg-BH G TYPE VENDOR NAME	Ckg-вн General Fund 8066	INV DATE PO	WARRANT	NET
3080 12/05/2023 EFT	1553 ULINE, INC		11/01/2023	AP2435	170.92
			CHECK	3080 TOTAL:	170.92
3081 12/05/2023 EFT	1842 VERSANT POWER	~	11/03/2023	AP2435	1,084.00
	VERSANT POWER	~	11/03/2023	AP2435	263.96
	VERSANT POWER	~	11/06/2023	AP2435	714.44
	VERSANT POWER	~	11/06/2023	AP2435	106.80
	VERSANT POWER	~	11/03/2023	AP2435	221.50
	VERSANT POWER	~	11/03/2023	AP2435	20.51
	VERSANT POWER	~	11/03/2023	AP2435	937.41
	VERSANT POWER	~	11/03/2023	AP2435	77.85
	VERSANT POWER	~	11/13/2023	AP2435	26.29
	VERSANT POWER	~	11/09/2023	AP2435	33.19
	VERSANT POWER	~	11/07/2023	AP2435	849.26
	VERSANT POWER	~	11/16/2023	AP2435	20.51
	VERSANT POWER	~	11/16/2023	AP2435	2,144.78
	VERSANT POWER	~	11/16/2023	AP2435	60.21
	VERSANT POWER	~	11/16/2023	AP2435	53.47
	VERSANT POWER	~	11/16/2023	AP2435	2,707.66
	VERSANT POWER	~	11/16/2023	AP2435	437.37
	VERSANT POWER	~	11/16/2023	AP2435	450.05
	VERSANT POWER	~	11/16/2023	AP2435	262.30
	VERSANT POWER	~	11/20/2023	AP2435	21.90
			CHECK	3081 TOTAL:	10,493.46
319690 12/05/2023 PRTD	1477 ABM MECHANICAL	AL INC	11/21/2023	AP2435	207.97

|P 4 |apcshdsb 475.00 475.00 15.83 41.08 31.02 87.93 205.98 244.84 248.20 248.20 188.20 303.10 213.45 221.50 216.18 374.96 NET 400.00 206.22 730.00 207.97 291.30 306.85 1,140.78 1,164.90 230.65 319692 TOTAL: 319691 TOTAL: 319690 TOTAL WARRANT AP2435 8 CHECK CHECK CHECK 11/20/2023 11/14/2023 11/20/2023 11/20/2023 10/19/2023 11/02/2023 11/05/2023 11/14/2023 11/20/2023 11/14/2023 11/14/2023 11/14/2023 10/25/2023 10/26/2023 10/29/2023 11/01/2023 11/15/2023 11/15/2023 11/01/2023 11/09/2023 11/02/2023 11/16/2023 INV DATE Ckg-вн General Fund 8066 2411 ALLIED EQUIPMENT LLC 997 CARDMEMBER SERVICES |Town of Mount Desert |A/P CASH DISBURSEMENTS JOURNAL AUTOZONE INC. AUTOZONE INC. 2701 AUTOZONE INC. 10100 TYPE VENDOR NAME 319692 12/05/2023 PRTD 319691 12/05/2023 PRTD 319693 12/05/2023 PRTD CASH ACCOUNT: 100 CHECK NO CHK DATE 11/30/2023 14:18 69051you

	Town of Mount Desert  A/P CASH DISBURSEMENTS JOURNAL			P 5  apcshdsb
CASH ACCOUNT: 100 CHECK NO CHK DATE TYPE	10100 Ckg-BH General Fund 8066 ТҮРЕ VENDOR NAME	INV DATE PO	WARRANT	NET
	CARDMEMBER SERVICES	11/18/2023	AP2435	294.00
	CARDMEMBER SERVICES	10/20/2023	AP2435	412.74
		CHECK	319693 TOTAL:	7,642.05
319694 12/05/2023 PRTD	997 CARDMEMBER SERVICES	11/02/2023	AP2435	104.00
	CARDMEMBER SERVICES	11/02/2023	AP2435	132.00
	CARDMEMBER SERVICES	11/04/2023	AP2435	135.00
	CARDMEMBER SERVICES	11/05/2023	AP2435	75.14
	CARDMEMBER SERVICES	11/15/2023	AP2435	75.98
	CARDMEMBER SERVICES	11/15/2023	AP2435	00.06
	CARDMEMBER SERVICES	11/16/2023	AP2435	49.74
	CARDMEMBER SERVICES	11/13/2023	AP2435	44.38
	CARDMEMBER SERVICES	10/27/2023	AP2435	85.00
	CARDMEMBER SERVICES	11/06/2023	AP2435	129.98
	CARDMEMBER SERVICES	11/06/2023	AP2435	59.34
	CARDMEMBER SERVICES	11/20/2023	AP2435	161.40
	CARDMEMBER SERVICES	11/16/2023	AP2435	00.09
	CARDMEMBER SERVICES	11/14/2023	AP2435	188.20
	CARDMEMBER SERVICES	11/04/2023	AP2435	65.41
	CARDMEMBER SERVICES	10/24/2023	AP2435	79.60
	CARDMEMBER SERVICES	10/29/2023	AP2435	82.94
	CARDMEMBER SERVICES	11/01/2023	AP2435	00.66
	CARDMEMBER SERVICES	11/08/2023	AP2435	30.58
	CARDMEMBER SERVICES	11/12/2023	AP2435	40.00
		CHECK	319694 TOTAL:	1,787.69

11/30/2023 14:18 69051you	Town of  A/P CAS	Town of Mount Desert  A/P CASH DISBURSEMENTS JOURNAL			P  apcshdsb
CASH ACCOUNT: 100 CHECK NO CHK DATE	10: TYPE VE	10100 Ckg-вн General Fund 8066 ТҮРЕ VENDOR NAME	INV DATE PO	WARRANT	NET
319695 12/05/2023 PRTD	PRTD	997 CARDMEMBER SERVICES	11/15/2023	AP2435	15.99
		CARDMEMBER SERVICES	11/15/2023	AP2435	15.99
		CARDMEMBER SERVICES	11/13/2023	AP2435	30.00
		CARDMEMBER SERVICES	11/13/2023	AP2435	29.79
		CARDMEMBER SERVICES	11/06/2023	AP2435	30.00
		CARDMEMBER SERVICES	10/31/2023	AP2435	66.
		CARDMEMBER SERVICES	11/14/2023	AP2435	14.44
		CARDMEMBER SERVICES	11/03/2023	AP2435	13.48
		CARDMEMBER SERVICES	11/02/2023	AP2435	14.93
		CARDMEMBER SERVICES	11/12/2023	AP2435	66'6
			СНЕСК	319695 TOTAL:	175.60
319696 12/05/2023 PRTD	PRTD	2823 BOUND TREE MEDICAL LLC	11/16/2023	AP2435	530.61
			СНЕСК	319696 TOTAL:	530.61
319697 12/05/2023 PRTD	PRTD	74 BROWN APPLIANCE & MATTRESS INC	11/09/2023 CHECK	AP2435 319697 TOTAL:	439.00
319698 12/05/2023 PRTD	PRTD	2228 CINTAS CORPORATION NO. 2	11/20/2023 CHECK	AP2435 319698 TOTAL:	141.76
319699 12/05/2023 PRTD	PRTD	1052 CMD POWERSYSTEMS, INC.	11/22/2023 CHECK	AP2435 319699 TOTAL:	499.92
319700 12/05/2023 PRTD	PRTD	136 CURTIS FAMILY SHOE STORE CURTIS FAMILY SHOE STORE	11/10/2023 11/13/2023 CHECK	AP2435 AP2435 319700 TOTAL:	182.66 125.96 308.62

	sert EMENTS JOURNAL			P 7  apcshdsb
CASH ACCOUNT: 100 10 CHECK NO CHK DATE TYPE V	10100 СКд-ВН General Fund 8066 ТҮРЕ VENDOR NAME	INV DATE PO	WARRANT	NET
319701 12/05/2023 PRTD	197 ELLSWORTH CHAINSAW INC	11/27/2023 CHECK	AP2435 319701 TOTAL:	22.50
319702 12/05/2023 PRTD	2969 THERESA M EMERSON	11/17/2023 CHECK	AP2435 319702 TOTAL:	375.43 375.43
319703 12/05/2023 PRTD	1398 FASTENAL COMPANY	11/09/2023 СНЕСК	AP2435 319703 TOTAL:	96.99
319704 12/05/2023 PRTD	2833 FRED'S COFFEE COMPANY, INC.	11/27/2023 CHECK	AP2435 319704 TOTAL:	15.95
319705 12/05/2023 PRTD	2291 G F JOHNSTON & ASSOCIATES LLC	11/17/2023 CHECK	AP2435 319705 TOTAL:	1,724.39 1,724.39
319706 12/05/2023 PRTD	2110 GONETSPEED	11/10/2023 СНЕСК	AP2435 319706 TOTAL:	607.83
319707 12/05/2023 PRTD	2970 LEISA L GRAHAM	11/20/2023 CHECK	AP2435 319707 TOTAL:	46.53
319708 12/05/2023 PRTD	272 HANCOCK COUNTY REGISTRY OF DEEDS	11/28/2023 CHECK	AP2435 319708 TOTAL:	38.00
319709 12/05/2023 PRTD	1064 HARCROS CHEMICALS INC	11/16/2023 CHECK	AP2435 319709 TOTAL:	1,915.20 1,915.20
319710 12/05/2023 PRTD	1417 R F JORDAN & SONS CONSTRUCTION INC	10/31/2023 CHECK	AP2435 319710 TOTAL:	47,180.80 47,180.80

	sert EMENTS JOURNAL			P 8  apcshdsb
CASH ACCOUNT: 100 1(	10100 Ckg-BH General Fund 8066 ТҮРЕ VENDOR NAME	INV DATE PO	WARRANT	NET
319711 12/05/2023 PRTD	2846 KING CONSTRUCTION SERVICES	11/30/2023	AP2435	191,440.48
		CHECK	319711 TOTAL:	191,440.48
319712 12/05/2023 PRTD	947 LAWSON PRODUCTS	11/07/2023	AP2435	561.48
	LAWSON PRODUCTS	11/06/2023	AP2435	442.98
	LAWSON PRODUCTS	11/21/2023	AP2435	385.30
	LAWSON PRODUCTS	11/16/2023	AP2435	440.42
		CHECK	319712 TOTAL:	1,830.18
319713 12/05/2023 PRTD	414 HAROLD MACQUINN INC	11/20/2023	AP2435	33,466.50
		CHECK	319713 TOTAL:	33,466.50
319714 12/05/2023 PRTD	420 MAINE FIRE CHIEFS ASSOCIATION	11/14/2023	AP2435	100.00
		CHECK	319714 TOTAL:	100.00
319715 12/05/2023 PRTD	413 M C M ELECTRIC INC	11/10/2023	AP2435	190.00
	M C M ELECTRIC INC	11/20/2023	AP2435	243.68
		CHECK	319715 TOTAL:	433.68
319716 12/05/2023 PRTD	469 MDI REGIONAL SCHOOL	11/21/2023	AP2435	312,689.66
	MDI REGIONAL SCHOOL	11/21/2023	AP2435	312,689.66
		СНЕСК	319716 TOTAL:	625,379.32
319717 12/05/2023 PRTD	2160 COASTAL AUTO PARTS	10/23/2023	AP2435	522.92
	COASTAL AUTO PARTS	11/14/2023	AP2435	511.04
	COASTAL AUTO PARTS	11/16/2023	AP2435	69.84
	COASTAL AUTO PARTS	11/17/2023	AP2435	26.22
	COASTAL AUTO PARTS	11/16/2023	AP2435	21.59
	COASTAL AUTO PARTS	11/16/2023	AP2435	32.26

11/30/2023 14:18 69051you	Town o  A/P CA	Town of Mount Desert  A/P CASH DISBURSEMENTS JOURNAL			P 9  apcshdsb
CASH ACCOUNT: 100 CHECK NO CHK DATE	10 TYPE V	10100 Ckg-вн General Fund 8066 ТҮРЕ VENDOR NAME	INV DATE PO	) WARRANT	NET
		COASTAL AUTO PARTS	11/17/2023	AP2435	139.20
		COASTAL AUTO PARTS	11/18/2023	AP2435	91.10
		COASTAL AUTO PARTS	11/20/2023	AP2435	00.66
		COASTAL AUTO PARTS	11/21/2023	AP2435	74.86
		COASTAL AUTO PARTS	11/21/2023	AP2435	95.85
		COASTAL AUTO PARTS	11/21/2023	AP2435	182.69
		COASTAL AUTO PARTS	11/21/2023	AP2435	537.99
		COASTAL AUTO PARTS	11/21/2023	AP2435	16.48
		COASTAL AUTO PARTS	11/24/2023	AP2435	180.95
		COASTAL AUTO PARTS	11/27/2023	AP2435	32.89
		COASTAL AUTO PARTS	11/22/2023	AP2435	53.08
		COASTAL AUTO PARTS	11/21/2023	AP2435	-560.26
		COASTAL AUTO PARTS	11/21/2023	AP2435	-520.41
		COASTAL AUTO PARTS	11/16/2023	AP2435	94.62
			CHECK	319717 TOTAL:	1,701.91
319718 12/05/2023 PRTD	3 PRTD	522 NEIGHBORHOOD HOUSE	11/13/2023	AP2435	472.12
			CHECK	319718 TOTAL:	472.12
319719 12/05/2023 PRTD	3 PRTD	1075 NEIWPCC	11/20/2023	AP2435	450.00
			CHECK	319719 TOTAL:	450.00
319720 12/05/2023 PRTD	3 PRTD	2888 STEVE CLISHAM	11/08/2023	AP2435	2,588.01
		STEVE CLISHAM	11/09/2023	AP2435	5,162.15
		STEVE CLISHAM	11/06/2023	AP2435	2,618.07
		STEVE CLISHAM	11/15/2023	AP2435	5,164.46

|P 10 |apcshdsb 506.00 28.00 534.00 33.90 33.90 100.00 76.41 76.41 100.00 100.00 795.00 795.00 357.76 75.55 NET 100.00 142.97 21.84 15,532.69 1,215.00 3,865.00 3,865.00 8,945.00 319721 TOTAL: 319722 TOTAL: 319723 TOTAL: 319724 TOTAL: 319727 TOTAL: 319725 TOTAL: 319726 TOTAL: 319720 TOTAL: WARRANT AP2435 8 CHECK CHECK CHECK CHECK CHECK CHECK CHECK CHECK 10/31/2023 09/30/2023 11/17/2023 11/16/2023 11/20/2023 11/27/2023 11/20/2023 11/20/2023 11/03/2023 11/16/2023 11/20/2023 11/16/2023 11/16/2023 11/09/2023 INV DATE Ckg-BH General Fund 8066 1387 TREASURER, STATE OF MAINE 2109 TREASURER, STATE OF MAINE OMEGA SECURITY GROUP INC 2971 OMEGA SECURITY GROUP INC OMEGA SECURITY GROUP INC 1706 ONLINE MOORING, LLC ONLINE MOORING, LLC 2571 JASON ROBERT MCCABE |Town of Mount Desert |A/P CASH DISBURSEMENTS JOURNAL 657 SEW AND SAVE INC 859 SUPER SHOE INC 737 UNIFIRST CORP UNIFIRST CORP UNIFIRST CORP UNIFIRST CORP 10100 TYPE VENDOR NAME 319722 12/05/2023 PRTD 319721 12/05/2023 PRTD 319726 12/05/2023 PRTD 319728 12/05/2023 PRTD 319723 12/05/2023 PRTD 319724 12/05/2023 PRTD 319725 12/05/2023 PRTD 319727 12/05/2023 PRTD CASH ACCOUNT: 100 CHECK NO CHK DATE 11/30/2023 14:18 69051you

Town of Mount Desert  A/P CASH DISBURSEMENTS JOURNAL 10100 Ckg-BH General Fund 8066			P 11  apcshdsb
	INV DATE PO	WARRANT	
CORP	11/09/2023	AP2435	81.55
CORP	11/09/2023	AP2435	142.97
	СНЕСК	319728 TOTAL:	822.64
PAINTING	11/13/2023	AP2435	8,480.00
	СНЕСК	319729 TOTAL:	8,480.00
IRRIGATION SYSTEMS	10/19/2023	AP2435	335.00
	СНЕСК	319730 TOTAL:	335.00
NUMBER OF CHECKS 57	*** CASH AC	*** CASH ACCOUNT TOTAL ***	1,051,669.02
	COUNT	AMOUNT	
TOTAL PRINTED CHECKS TOTAL EFT'S	41 955 16 96	955,318.57 96,350.45	

\*\*\* GRAND TOTAL \*\*\* 1,051,669.02

P 12	apcshdsb
sert	EMENTS JOURNAL
Town of Mount Desert	A/P CASH DISBURSE
4:18	

P 12  apcshdsb		CREDIT	1.051.669.02				1,051,669.02		192,373.02		60,895.00		53,265.03	306,533.05
		DEBIT	745,135.97	192,373.02	60,895.00	53,265.03	1,051,669.02	192,373.02		60,895.00		53,265.03		306,533.05
TO RE CREATED		ACCOUNT DESC T OB LINE DESC	ACCOUNTS PAYAble AP DISBURSEMENTS JOURNAL Cka-RH General Fund 8066	ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACTORNES PAYABLE	ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL	GENERAL LEDGER TOTAL	DTF-CAP IMP	DT Gen fund	RUST	DT Gen fund	ARINA	DT Gen fund	SYSTEM GENERATED ENTRIES TOTAL
TS JOURNAL SNIRIES TO RE CREATED		ACCOUNT DI REF 3 LINE DESC	ACCOU AP Ckg-R	ACCOU	AP ACCOU	ACCOU AP		DTF-C	DT Ge	DT-TRUST	DT Ge	DT-MARINA	DT Ge	SYSTEM
Town of Mount Desert A/P CASH DISBURSEMENTS JOURNAL		REF 1 REF 2	AP2435	AP2435				A D 2 4 2 E	AP2433	AF2433	AP2433	AP2455	AP2435 AP2435	
11/30/2023 14:18   Town 69051you   A/P	CLERK: 69051you	YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	2024 6 8 APP 100-20000 APP 12/05/2023 AP2435 APP 100-10100	APP 300-2000	APP 400-2000 12/03/2023 AP2433 12/05/2023 AP2435	APP 600-2000 12/05/2023 AP2435		APP 100-35030	APP 300-35010 12/05/2023 AP2433	APP 100-35040	APP 400-35010 12,037,2023 AP2433	APP 100-35060 APP 100-35060	APP 600-35010 12/05/2023 AP2435	

1,358,202.07

1,358,202.07

TOTAL

JOURNAL 2024/06/8

P 13   apcshdsb	DEBIT CREDIT	745,135.97 192.373.02 60,895.00 53,265.03	1,051,669.02 1,051,669.02	192,373.02	192,373.02	60,895.00	60,895.00 60,895.00	53,265.03 53,265.03	
.L JOURNAL ENTRIES TO BE CREATED	JNL EFF DATE ACCOUNT DESCRIPTION	8 12/05/2023 CKg-BH General Fund 8066 Accounts Payable DTF-CAP IMP DT-TRUST DT-MARINA	FUND TOTAL	8 12/05/2023 Accounts Payable DT Gen fund	FUND TOTAL	8 12/05/2023 Accounts Payable DT Gen fund	FUND TOTAL	8 12/05/2023 Accounts Payable DT Gen fund	IATOT CIVID
Town of Mount Desert  A/P CASH DISBURSEMENTS JOURNAL	YEAR PER	2024 6		s 2024 6		ts-Reserves 2024 6		2024 6	
11/30/2023 14:18 69051you	FUND ACCOUNT	100 General Fund 100-10100 100-20000 100-35030 100-35040 100-35060		300 Capital Projects 300-20000 300-35010		400 Investment Trusts-Reserves 400-20000 400-35010		600 Marina 600-20000 600-35010	

P 14	apcshdsb	
	A/P CASH DISBURSEMENTS JOURNAL	JOURNAL ENTRIES TO BE CREATED
11/30/2023 14:18	69051 you	

DUE FR	192,373.02 60,895.00 53,265.03	306,533.05
DUE TO	306,533.05	306,533.05
		TOTAL
	100 General Fund 300 Capital Projects 400 Investment Trusts-Reserves 600 Marina	
FUND	100 300 400 600	

 $<sup>^{**}</sup>$  END OF REPORT - Generated by Lisa Young  $^{**}$ 

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

## WARRANT AP# 2433

CHECK DATE: November 22, 2023

3,560.00 Check payments	- Electronic payments	- ACH Payments	- Voided Checks	
\$	\$	\$	\$	
319688	N/A	N/A	N/A	
through	and	through	and	3,560.00
319688	N/A	N/A	N/A	ISBURSEMENTS: \$
CHECK NUMBER:	CHECK NUMBER:	EFT NUMBER:	EFT or CK NUMBER:	TOTAL DI:

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

Selectmen:

Martha T Dudman	Geoffrey V Wood, Secretary
John B Macauley, Chairman	James F Mooers

## TOWN OF MOUNT DESERT PAYROLL WARRANT

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	16075	66330	
CHECK DATE: November 22, 2023	through	through	\$ 163,376.23
CHECK DATE:	16022	66312	TOTAL DISBURSEMENTS: \$
	ADVICE NUMBERS:	HECK NUMBERS:	TOTAL

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

Selectmen:

Martha T Dudman	Geoffrey V Wood, Secretary
John B Macauley, Chairman	James F Mooers

From: Rick Mooers
To: Lisa Young

Subject: Re: Warrant AP#2433 & PR#2413 Approval Request

**Date:** Tuesday, November 21, 2023 12:56:04 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 21, 2023, at 11:17 AM, Lisa Young <financeclerk@mtdesert.org> wrote:

Greetings,

Attached are the following warrants for approval:

Accounts Payable #2433 total of \$3,560.00 Payroll #2413 total of \$163,376.23

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)

~~~~~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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<4- AP2433.pdf> <11- PR2413.pdf>

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

## WARRANT AP# 2434

CHECK DATE: November 29, 2023

| 468.25 Check payments | - Electronic payments | <b>92,856.81</b> ACH Payments | - Voided Checks   |                         |
|-----------------------|-----------------------|-------------------------------|-------------------|-------------------------|
| \$                    | \$                    | ∿                             | \$                |                         |
| 319689                | N/A                   | 3065                          | N/A               |                         |
| through               | and                   | through                       | and               | 93,325.06               |
| 319689                | N/A                   | 3064                          | N/A               | TOTAL DISBURSEMENTS: \$ |
| CHECK NUMBER:         | CHECK NUMBER:         | EFT NUMBER:                   | EFT or CK NUMBER: | TOTAL DI                |

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

Selectmen:

| Martha T Dudman           | Geoffrey V Wood, Secretary |
|---------------------------|----------------------------|
| John B Macauley, Chairman | James F Mooers             |

From: Rick Mooers
To: Lisa Young

Subject: Re: Warrant AP#2434 State Fees/Payroll Benefits

Date: Tuesday, November 28, 2023 6:04:13 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

On Tue, Nov 28, 2023 at 2:25 PM Lisa Young < financeclerk@mtdesert.org > wrote:

Greetings,

Attached is Accounts Payable Warrant #2434 (for Payroll and/or State Fees) in the amount of \$93,325.06 for your approval.

Please indicate your authorization to release the funds for this warrant by approving or rejecting.

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

Thank you!

Lisa Young,

Deputy Treasurer, Tax Collector

Town of Mount Desert

(207) 276-5531 (T) (207) 276-3232 (F)

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

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

PRIVACY NOTICE

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### Mount Desert School Department PAYROLL WARRANT REGISTER

Include Authorization Codes: Yes Batch: 11169 Check Dates: (Earliest) - (Latest) Cash Account Number: Minimum Check Amount: \$0.00

|                |            |      |                           |         |           |           | Sorte          | ed By: Check Number |
|----------------|------------|------|---------------------------|---------|-----------|-----------|----------------|---------------------|
| Check#         | Check Date | Code | Name                      | Chk Grp | Gross Pay | Net Pay   | Direct Deposit | Check Amt Void      |
|                | 11/24/2023 | IRS  | INTERNAL REVENUE SERVICE  |         | 13,312.82 | 13,312.82 | 0.00           | 0.00                |
|                | 11/24/2023 | STAT | TREASURER, STATE OF MAINE |         | 4,090.00  | 4,090.00  | 0.00           | 0.00                |
| 50597          | 11/24/2023 | 642  | MELISSA L. HINERMAN       | 1       | 1,125.08  | 929.40    | 0.00           | 929.40              |
| 50598          | 11/24/2023 | 121  | GARY L. ALLEN             | 1       | 3,326.00  | 2,615.67  | 0.00           | 2,615.67            |
| 50599          | 11/24/2023 | 643  | RAECHELLE M. BEKAR        | 1       | 250.00    | 230.87    | 0.00           | 230.87              |
| 50600          | 11/24/2023 | 625  | CHRISTINA M. CRIST        | 1       | 125.00    | 113.63    | 0.00           | 113.63              |
| 50601          | 11/24/2023 | 31   | SUSAN M. DAMON            | 1       | 250.00    | 227.24    | 0.00           | 227.24              |
| 50602          | 11/24/2023 | 607  | JESSE HARTSON             | 1       | 1,429.00  | 1,203.58  | 0.00           | 1,203.58            |
| 50603          | 11/24/2023 | 623  | TRACY HICKS               | 1       | 370.00    | 341.42    | 0.00           | 341.42              |
| 50604          | 11/24/2023 | 636  | KATHERINE MANN            | 1       | 145.00    | 131.81    | 0.00           | 131.81              |
| 50605          | 11/24/2023 | 626  | HEATHER E. DORR           | 1       | 4,500.00  | 2,977.98  | 2,977.98       | 0.00                |
| 50606          | 11/24/2023 | 491  | SANDRA G. BOYCE           | 1       | 2,275.30  | 1,401.50  | 1,401.50       | 0.00                |
| 50607          | 11/24/2023 | 477  | ANGELIQUE E. HODGDON      | 1       | 1,048.50  | 501.47    | 501.47         | 0.00                |
| 50608          | 11/24/2023 | 149  | MARIAH D. BAKER           | 1       | 2,384.92  | 1,934.01  | 1,934.01       | 0.00                |
| 50609          | 11/24/2023 | 43   | SARAH R. DUNBAR           | I       | 1,966.80  | 1,399.65  | 1,399.65       | 0.00                |
| 50610          | 11/24/2023 | 63   | HEATHER M. GRAVES         | 1       | 2,919.80  | 2,112.27  | 2,112.27       | 0.00                |
| 50611          | 11/24/2023 | 65   | GAYLE M. GRAY             | 1       | 3,219.80  | 2,301.50  | 2,301.50       | 0.00                |
| 50612          | 11/24/2023 | 293  | Amy L. James              | 1       | 3,035.19  | 2,319.26  | 2,319.26       | 0.00                |
| 50613          | 11/24/2023 | 90   | REBECCA A. JARVIS         | 1       | 2,849.57  | 2,137.27  | 2,137.27       | 0.00                |
| 50614          | 11/24/2023 | 487  | BENJAMIN MACKO            | 1       | 3,385.19  | 2,575.82  | 2,575.82       | 0.00                |
| 50615          | 11/24/2023 | 237  | JUSTIN B. NORWOOD         | 1       | 2,734.19  | 2,076.85  | 2,076.85       | 0.00                |
| 50616          | 11/24/2023 | 508  | CATHY T. OEHMKE           | 1       | 3,083.26  | 2,259.58  | 2,259.58       | 0.00                |
| 50617          | 11/24/2023 | 120  | KAREN L. SHARPE           | 1       | 3,662.61  | 2,519.47  | 2,519.47       |                     |
| 50618          | 11/24/2023 | 502  | MARIA E. SIMPSON          | 1       | 2,620.23  | 2,319.47  | 2,319.47       | 0.00                |
| 50619          | 11/24/2023 | 404  | KERRY L. TAYLOR           | 1       | 3,035.19  | 1,892.06  | •              | 0.00                |
| 50620          | 11/24/2023 | 459  | SHANNON L. WESTPHAL       | 1       | 2,346.46  |           | 1,892.06       | 0.00                |
| 50621          | 11/24/2023 | 630  | KRISTEN J. BRAUN          | 1       | 2,654.50  | 1,765.56  | 1,765.56       | 0.00                |
| 50622          | 11/24/2023 | 91   | JUDITH CULLEN             | 1       | 2,539.11  | 1,917.51  | 1,917.51       | 0.00                |
| 50623          | 11/24/2023 | 146  | CECILIA R. GARRITY        | 1       | •         | 1,855.97  | 1,855.97       | 0.00                |
| 50624          | 11/24/2023 | 92   |                           |         | 2,157.26  | 1,400.92  | 1,400.92       | 0.00                |
|                |            |      | ABIGAIL A. HARMON         | 1       | 1,926.84  | 1,398.47  | 1,398.47       | 0.00                |
| 50625<br>50626 | 11/24/2023 | 603  | ABBIE PAPPAS              | 1       | 2,157.26  | 1,691.16  | 1,691.16       | 0.00                |
|                | 11/24/2023 | 311  | LAURA-JEAN BEAL           | 1       | 625.00    | 615.94    | 615.94         | 0.00                |
| 50627          | 11/24/2023 | 504  | CRISTINA DEVORA           | 1       | 1,924.26  | 1,387.51  | 1,387.51       | 0.00                |
| 50628          | 11/24/2023 | 627  | CONTESSA L. BROPHY        | 1       | 2,899.76  | 2,006.23  | 2,006.23       | 0.00                |
| 50629          | 11/24/2023 | 238  | WENDELL L. OPPEWALL       | 1       | 1,707.15  | 1,029.67  | 1,029.67       | 0.00                |
| 50630          | 11/24/2023 | 52   | WANDA J. FERNALD          | 1       | 2,919.80  | 2,043.04  | 2,043.04       | 0.00                |
| 50631          | 11/24/2023 | 611  | DANIELLE EMMONS           | 1       | 1,401.08  | 852.73    | 852.73         | 0.00                |
| 50632          | 11/24/2023 | 291  | PATRICIA A. KELLEY        | 1       | 1,727.60  | 1,193.19  | 1,193.19       | 0.00                |
| 50633          | 11/24/2023 | 633  | SUSAN E. CARROLL          | 1       | 870.00    | 709.23    | 709.23         | 0.00                |
| 50634          | 11/24/2023 | 240  | JEANNE C. OTT             | 1       | 1,743.75  | 1,485.88  | 1,485.88       | 0.00                |
| 50635          | 11/24/2023 | 631  | MALLORY WATKINS           | 1       | 250.00    | 230.87    | 230.87         | 0.00                |
| 50636          | 11/24/2023 | 628  | CAMERON FROTHINGHAM       | 1       | 1,877.80  | 1,267.78  | 1,267.78       | 0.00                |
| 50637          | 11/24/2023 | 337  | AMBER G. CHARRON          | 1       | 2,385.34  | 1,787.00  | 1,787.00       | 0.00                |
| 50638          | 11/24/2023 | 150  | LYNDA J. KANE             | 1       | 2,842.88  | 1,921.04  | 1,921.04       | 0.00                |
| 50639          | 11/24/2023 | 635  | STEVEN CALDERON           | 1       | 1,587.07  | 1,169.71  | 1,169.71       | 0.00                |
| 50640          | 11/24/2023 | 632  | MAKENZIE R. COWLES        | 1       | 780.39    | 674.92    | 674.92         | 0.00                |
| 50641          | 11/24/2023 | 608  | EMMA JONES                | 1       | 1,422.01  | 1,092.89  | 1,092.89       | 0.00                |
| 50642          | 11/24/2023 | 490  | ANNA D. MONTE             | 1       | 1,286.32  | 801.42    | 801.42         | 0.00                |
| 50643          | 11/24/2023 | 634  | TRICIA L. POPE            | 1       | 894.80    | 751.86    | 751.86         | 0.00                |
| 50644          | 11/24/2023 | 350  | ANNA E. SILVER            | 1       | 1,510.85  | 1,207.06  | 1,207.06       | 0.00                |
| 50645          | 11/24/2023 | 507  | DANIELLE A. STANLEY       | 1       | 1,473.33  | 1,339.26  | 1,339.26       | 0.00                |
| 50646          | 11/24/2023 | 331  | RUSSELL W. GRAY           | 1       | 1,644.02  | 1,370.39  | 1,370.39       | 0.00                |
| 50647          | 11/24/2023 | 501  | MICHAEL J. TINKER         | 1       | 2,379.01  | 1,605.21  | 1,605.21       | 0.00                |
| 30047          |            |      |                           |         |           |           |                |                     |

### **Mount Desert School Department**PAYROLL WARRANT REGISTER

| Check # | Check Date | Code      | Name                        | Chk Grp | Gross Pay  | Net Pay    | Direct Deposit | Check Amt | Void |
|---------|------------|-----------|-----------------------------|---------|------------|------------|----------------|-----------|------|
| 50649   | 11/24/2023 | 499       | BOBBIE JO DAY               | 1       | 1,813.60   | 1,344.94   | 1,344.94       | 0.00      |      |
| 50650   | 11/24/2023 | 74        | LEON E. SARGENT             | 1       | 2,978.14   | 2,072.00   | 2,072.00       | 0.00      |      |
| 50651   | 11/24/2023 | 476       | BRUCE L. TRIPP              | 1       | 1,068.58   | 939.52     | 939.52         | 0.00      |      |
| 50652   | 11/24/2023 | 18        | JANICE P. CARROLL           | 1       | 1,534.67   | 1,080.30   | 1,080.30       | 0.00      |      |
| 50653   | 11/24/2023 | 485       | TASHA L. HIGGINS            | 1       | 2,070.75   | 1,411.37   | 1,411.37       | 0.00      |      |
| 50654   | 11/24/2023 | AFLAC     | AFLAC                       |         | 127.42     | 127.42     | 0.00           | 127.42    |      |
| 50655   | 11/24/2023 | BCBS      | ANTHEM BC/BS                |         | 11,208.80  | 11,208.80  | 11,208.80      | 0.00      |      |
| 50656   | 11/24/2023 | HMD       | HORACE MANN COMPANIES       |         | 37.00      | 37.00      | 0.00           | 37.00     |      |
| 50657   | 11/24/2023 | HM        | HORACE MANN INSURANCE C     |         | 200.00     | 200.00     | 0.00           | 200.00    |      |
| 50658   | 11/24/2023 | MEA       | MAINE EDUCATION ASSOCIATI   |         | 1,305.30   | 1,305.30   | 0.00           | 1,305.30  |      |
| 50659   | 11/24/2023 | MSRS      | MAINE PERS                  |         | 23,359.17  | 23,359.17  | 23,359.17      | 0.00      |      |
| 50660   | 11/24/2023 | LOCAL DUE | SMDI EDUC ASSOCIATION       |         | 304.00     | 304.00     | 0.00           | 304.00    |      |
| 50661   | 11/24/2023 | DELTA DEN | TNORTHEAST DELTA DENTAL     |         | 2,224.00   | 2,224.00   | 0.00           | 2,224.00  |      |
| 50662   | 11/24/2023 | PRIM      | PRIMERICA FINANCIAL SVCS.   |         | 1,270.00   | 1,270.00   | 0.00           | 1,270.00  |      |
| 50663   | 11/24/2023 | FEDHEALTH | H TREASURER, STATE OF MAINE |         | 280.82     | 280.82     | 0.00           | 280.82    |      |
|         |            |           |                             | -       | 168,787.45 | 138,920.52 | 109,975.54     | 11,542,16 |      |

|           | Check Authorization Summa           | ry    |           |
|-----------|-------------------------------------|-------|-----------|
| Туре      | Description                         | Count | Amount    |
| Employee  | Checks                              | 8     | 5,793.62  |
|           | Voided Checks                       | 0     | 0.00      |
|           | Direct Deposits (Fully Distributed) | 49    | 75,407.57 |
|           | ACH Employee Credits                | 49    | 75,407.57 |
|           | ACH Employee Debits (Voids)         | 0     | 0,00      |
| Deduction | Checks                              | 8     | 5,748.54  |
|           | Voided Checks                       | 0     | 0.00      |
|           | ACH Vendor Credits                  | 2     | 34,567.97 |
|           | ACH VendorDebits (Voids)            | 0     | 0.00      |
|           | ACH Online Payments                 | 0     | 0.00      |
| Taxes     | EFTPS Payment - Debit               | 2     | 17,402.82 |

### Mount Desert School Department PAYROLL WARRANT REGISTER

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

| WARRANT #               |
|-------------------------|
| DATE: PAID NOV 2 4 7073 |
| SUPERINTENDENT          |
| FINANCE OFFICER         |



| \$ | 138,920.52 | net pay     |
|----|------------|-------------|
| \$ | 50,570.31  | payroll A/P |
| \$ | 189.490.83 |             |

### Mount Desert School Department Check Register

Batch: 11171 Check Edit #: N/A Sort By: Vendor Name Include DTF Info: No

| Last Updated<br>1/2023                  |
|---|
| ation                                   |
|   |
|   |
| 438                                     |
| 130                                     |
|   |
| t Payment                               |
| 47,496.25                               |
| 47,496.25                               |
| )                                       |
| t Payment                               |
| 278.38                                  |
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4 Checks Listed