



Town of Mount Desert  
Selectboard  
Agenda

Regular Meeting  
Monday, March 4, 2024

**LOCATION CHANGE: Northeast Harbor Fire Department Conference Room (follow the signs when you enter the Meeting Room), Town Hall, Northeast Harbor; Meetings will continue to be offered via Zoom see final page for connection details.**

- 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. **Appointments/Recognitions/Resignations**
  - A. *Appointment of Jonathan Mickel as a Mechanical Equipment Operator II at the probationary rate of \$24.93 per hour effective March 25th pending pre-employment physical and drug screen*
  - B. *Appointment of Anne Dalton as Alternate to the Planning Board*
- III. **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.ee*
  - A. *DRAFT of the Short-term Rental Ordinance*
  - B. *Warrant Committee Minutes of February 6 and 13, 2024*
- IV. **Selectboard's Reports**
- V. **Unfinished Business**
  - A. *Non-profit Funding Request Recommendations*
  - B. *Review and approve contract with EMR in Southwest Harbor for solid waste handling services*
- VI. **New Business**
  - A. *MDES Budget Review*
  - B. *Review and approve the rejection of bids for construction of sidewalks in Somesville*
  - C. *Consider authorizing the Mount Desert Regional High School to grant scholarships of \$350 from the Reynolds Trust Fund and \$100 from the Stanley Trust Fund, as described in memo from Finance Director Mae Wyler*
- VII. **Other Business** *(Addendum items may be considered at the Selectboard's discretion via majority vote to do so under Other Business or out of order.)*
  - A. *Such other business as may be legally conducted*

**VIII. Treasurer’s Warrants**

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

Town Invoices	AP#2454	09/09/2024	\$354,152.56
<b>0Total</b>			<b>\$354,152.56</b>

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

State Fees & PR Benefits	AP#2451	02/21/2024	\$1,079.00
	AP#2453	02/09/2024	\$2,858.92
Town Payroll	PR#2421	03/01/2024	\$160,399.32
<b>Total</b>			<b>\$164,337.24</b>

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

School Invoices			\$0
School Payroll	PR#18	03/01/2024	\$88,556.13
Voided Disbursements			\$0
<b>Total</b>			<b>\$88,556.13</b>

<b>Grand Total</b>			<b>\$607,045.93</b>
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**IX. Adjournment**

*The next scheduled meeting is a Public Hearing on Ordinance Changes and Ordinances at 6:30 p.m., Monday, March 11, 2024 at 6:30pm in the Meeting Room, Town Hall, Northeast Harbor.*

The next regularly scheduled meeting is at 6:30 p.m., Monday, March 18, 2024 in the Meeting Room, Town Hall, Northeast Harbor.

Selectboard Meeting Agenda March 4, 2024

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=RmozZjBOVWhUTQrRXR5QzFEZEEyQT09>

**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.



**APPOINTMENTS**

**RECOGNITIONS**

**RESIGNATIONS**





## ***Town of Mount Desert***

21 Sea Street, P.O. Box 248  
Northeast Harbor, ME 04662-0248  
Telephone 207-276-5744 Fax 207-276-4152  
[www.mtdesert.org](http://www.mtdesert.org) [highway@mtdesert.org](mailto:highway@mtdesert.org)

### **MEMO**

To: Brian Henkel, Public Works Director  
From: Ben Jacobs, Public Works Superintendent  
Re: MEO2  
Date: February 26, 2024

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We recently interviewed Jonathan Mickel who is interested in the vacant Mechanical Equipment Operator 2 position. Jonathan learned of the vacancy through advertising.

I would like to recommend Jonathan be hired to fill the vacant full-time Mechanical Equipment Operator 2 position in the Public Works Department. This recommendation is based on the information provided by him when you and I interviewed him and a review of his application. He presently holds a Class B driver's license. Jonathan said he would accept an offer of employment from us if one was offered to him and understands his appointment is contingent on being appointed by the Select board to the position, passing a D.O.T physical and a preemployment drug test. He understands the Town has an agreement with Teamsters Union Local 340.

As such, I request Jonathan be appointed to the vacant full time Mechanical Equipment Operator 2 effective on or before March 29, 2024, and, that he be appointed at the six probationary rate of pay of \$24.93per hour, increasing to \$26.24per hour after successfully completing the six-month probationary period.

Thank you for your consideration of my recommendation.

Cc. Zach Harris, Human Resources, Durlin Lunt, Town Manager. Claire Woolfolk, Town Clerk

## Town Clerk

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**From:** William Hanley  
**Sent:** Thursday, February 29, 2024 9:20 AM  
**To:** Town Clerk  
**Subject:** New PB Member

Hi Claire,

Last night the PB unanimously approved the recommendation to the BOS for Ann Dalton to be appointed to the PB as an alternate member.

Could you please put that on the BOS agenda.

Thanks-Bill





**Town of Mount Desert**

21 Sea Street, P.O. Box 248  
Northeast Harbor, ME 04662-0248

REC'D FEB 14 2024

Telephone 207-276-5531 Fax 207-276-3232  
Web Address [www.mtdesert.org](http://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: Anne Dalton Date: Feb 14, 2024  
Street Address: 7 Rocky Rd Phone: Home 207-266-5613  
Mail Address: Mt. Desert, ME Work 244-7777 ex 2234  
E-mail: adalton\_31@yahoo.com Cell same

Are you a registered voter in the Town of Mount Desert?  Yes  No

Appointment(s) requested: Planning Board

If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: \_\_\_\_\_

Warrant Committee

Are there other background experiences or skills that you feel would contribute to this appointment?

Neighborhood House Board, AOS 91 Employee

Why are you interested in this appointment? servicing the town

What are your goals for this Board or Committee? nothing specific at this time

Do you have conflicts with meeting times or group assignments? unknown at this time



# **CONSENT AGENDA**



**From:** [noel@themussongroup.com](mailto:noel@themussongroup.com)  
**To:** [Durlin Lunt](#); [Town Clerk](#); ["Martha Dudman"](#); [Geoffrey Wood](#)  
**Cc:** [Kim Keene](#)  
**Subject:** Updated STRO  
**Date:** Friday, March 1, 2024 9:28:39 AM  
**Attachments:** [STR Lincensing Ordinance -Discussion Draft 03012024.docx](#)

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**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.

Hi Folks,

Here is the final version. I made a few edits based on Martha and Geoff's comments. Probably not totally resolved by closer. Here are the changes:

1. Adjusted the language in VIII.E.2 to address Martha's comment by changing may to will for the board increasing the number of registrations. I also added the last sentence to reiterate that existing renewed licenses can stay.

"In the event that more applications are received during the initial registration cycle (as described in Section VIII.B above) than the allowable number of licenses, the Board of Selectmen will increase the number of registrations issued, during the first registration cycle only, by order. After the initial registration cycle, any duly licensed vacation rental may continue operating as long as the license is current and renewed for the current calendar. If the license is not renewed by the expiration date, then the license expires, and the unit then loses the licensed protection provided by the registration."

2. Modified the process for what happens when there are more applications than available licenses in VIII.E.3

"In the event that the Board of Selectmen receives more applications during any subsequent registration cycle than the allowable number of licenses the town shall establish a wait list. First priority shall be given to renewal applicants who submit a late renewal registration application and shall be awarded on a space available basis based on the order in which the renewal applications were received. First-time applications will be given second priority and shall be awarded on a space available basis through a lottery process held by the Board of Selectmen after timely renewal and late renewal applications have been approved."

3. Changed VII.C and VIII.D to remove the registration period of Dec 1 – March 1 and just make it so that licenses need to be renewed by March 1. I think that will provide more opportunity for someone to just renew when they can rather than have to plan for a certain time period.
4. Changed VIII.D to help address Geoff's thought that there is some confusion that late renewals and first-time renewals are the same. I just added the with instead of as. Not sure that fully covers it, but it's a start.

“License Renewals. Vacation rental license holders may renew such license by submitting a renewal application, via a renewal process established by the Town. Applications for renewals will be accepted until March 1 of each calendar year. Any renewal applications received after March 1 will be considered late and will be subject to a late fee at a rate established by the Mount Desert Board of Selectmen. Late renewal applications will be processed **with** first-time applications on a space available basis until the limits described in Section VIII.E have been reached.”



**Noel Musson, Principal**

[www.themussongroup.com](http://www.themussongroup.com)  
[noel@themussongroup.com](mailto:noel@themussongroup.com)  
207.944.3132

PO Box 286  
Southwest Harbor, ME 04679

Planning & Economic Development · Permitting · Project Management

**Town of Mount Desert**  
**Short-Term/Vacation Rental Licensing Ordinance**

**I. Purpose**

The Town of Mount Desert recognizes that the ability for some year-round property owners to rent their residential dwelling unit and/or accessory dwelling unit as a short-term rental has contributed to their ability to remain as a year-round resident of the Town of Mount Desert. At the same time, there are legitimate concerns about the increase in number of vacation rentals and the undue impacts they can have on the year-round community and quality of life of the Town. The purpose of this ordinance is to establish a licensing program to enable the Town of Mount Desert to monitor, track, and regulate short-term rentals and vacation rentals in the Town and to institute performance standards intended to protect property owners, renters, and neighbors from potential negative impacts.

**II. Applicability**

- A. This Ordinance only regulates business licensing of rental units [and does not constitute land use regulation.
- B. Permitted short-term rentals and vacation rentals. Residential dwelling units may be used as short-term rentals or vacation rentals upon the issuance of a short-term rental or vacation rental license for the premises in accordance with the requirements of this ordinance.
- C. Prohibited short-term rentals and vacation rentals. No person may offer for rent, operate, or otherwise use any residential dwelling unit in the Town of Mount Desert for short-term rentals or vacation rentals if such person has not secured and maintained a valid short-term rental or vacation rental license for the premises.
- D. Lodging establishments exempt. The following lodging establishment uses are exempt from the licensing requirements and standards of this chapter: hotels, motels, bed-and-breakfasts, boarding houses, and inns.
- E. A short-term rental or vacation rental does not include dwelling units that are rented for less than a total of 15 days in a calendar year or when relatives and friends stay for no monetary compensation.

**III. Validity and Severability**

If any provision of this chapter shall be found to be invalid or unconstitutional, such invalidity shall not affect the remaining provisions of this chapter and, to that end, the provisions of this chapter are hereby declared severable.

#### **IV. Definitions**

As used in this chapter, the following terms shall have the meanings indicated:

LICENSEE – The holder of a license to operate a short-term rental or vacation rental.

OWNER — An individual person or persons or an entity that is the owner of record of real property as documented by deed or other document evidencing ownership recorded at the Hancock County Registry of Deeds or Registry of Probate.

RESIDENTIAL DWELLING UNIT —This term shall have the meaning provided for that term in the Town of Mount Desert Land Use Zoning Ordinance, as may be amended from time to time.

SEASONAL VACATION RENTAL - The rental of a dwelling unit, or portion thereof, for occupancy for dwelling, sleeping or lodging purposes for fewer than twenty-eight (28) consecutive nights, for compensation, directly or indirectly. These structures are occupied only seasonally, typically have water service available only seasonally, do not contain insulation, or whole house heating, ventilation, and air conditioning (HVAC) systems, do not have a year-round subsurface wastewater disposal system installed, and the electric service is limited a 100 AMP system. Any heating appliance shall not have a fuel supply attached capable of heating the structure for more than 24 hours. For the purposes of this ordinance a seasonal vacation rental shall be treated the same as a short-term rental.

SHORT-TERM RENTAL — The rental of a dwelling unit, or portion thereof, for occupancy for dwelling, sleeping or lodging purposes for fewer than twenty-eight (28) consecutive nights, for compensation, directly or indirectly. A short-term rental is owned by the licensee as their primary residence.

PRIMARY RESIDENCE – The dwelling unit a person or persons registers as their address for tax and government identification purposes, and where he or she resides for more than half of the year.

VACATION RENTAL – A residential dwelling unit, or portion thereof, that is not a primary residence and is rented to guests for dwelling, sleeping or lodging purposes for fewer than twenty-eight (28) consecutive nights, for compensation, directly or indirectly, excluding motels, hotels, bed-and-breakfasts, boarding houses, and inns.

#### **V. Requirements**

- A. For the purposes of this ordinance a seasonal vacation rental shall be treated the same as a short-term rental.
- B. No short-term rental or vacation rental shall be advertised, rented, or operated without the owner first obtaining a short-term rental or vacation rental license. No short-term



rental or vacation rental license shall be issued to an owner unless and until the short-term rental or vacation rental is in compliance with the requirements and standards of this ordinance.

- C. A short-term rental or vacation rental license shall be valid only for the calendar year in which the license is issued (i.e. all short-term rental and vacation rental licenses expire on December 31 of each year).
- D. The applicant shall provide all the information requested on the short-term rental or vacation rental license application form(s).
- E. A short-term rental or vacation rental may only be registered by the legal owner of the property or an authorized representative designated in writing.
- F. Non-refundable fees for a short-term rental licenses or vacation rental licenses shall be as adopted by order of the Board of Selectmen for the Town of Mount Desert, as may be amended from time to time. Such fee must be submitted with the application form at the time of registration and/or renewal.
- G. A registration number will be given to each unit registered. Registrations are limited to the dwelling unit for which they are issued and shall not be transferable to a different dwelling unit.

## **VI. License Application**

- A. All applications for short-term rental and vacation rental licenses shall be filed with the Town on forms provided for this purpose.
- B. At a minimum, each applicant for a short-term rental or a vacation rental license shall provide the following information:
  - 1. The street address of the property and unit number, if applicable.
  - 2. The name of the owner of the property and the owner's address or the owner's representative address and contact information.
  - 3. The number of short-term rental guests or vacation rental guests allowed.
  - 4. Emergency contact information.
  - 5. Whether the license is for a short-term rental or a vacation rental.

## **VII. License Procedure – Short-Term Rentals**

- A. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. Thereafter, short-term rental license renewals shall be required on an annual basis.

- B. Initial Annual License Cycle Application Period. Prior to the first effective license cycle, short-term rental license applications may be submitted to the Town any time prior to March 1, 2025.
- C. License Renewals. Short-term rental licenses shall expire on December 31 of each calendar year. Short-term rental license holders may renew such license by submitting a renewal application, via a renewal process established by the Town. Applications for renewals will be accepted until March 1 of each calendar year. Any renewal applications received after March 1 will be considered late and will be subject to a late fee at a rate established by the Mount Desert Board of Selectmen.
- D. First time applications following March 1, 2025. First time license applications after March 1, 2025, may be completed at any time during a calendar year. For the purposes of this Ordinance “first time applications” shall include property owners wishing to license their short-term rental units for the first time, or after more than one year’s lapse of a previously issued license.

#### **VIII. License Procedure – Vacation Rentals.**

- A. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. Thereafter, vacation rental license renewals shall be required on an annual basis.
- B. Initial Annual Registration Cycle. The first effective license cycle of this Ordinance will be from January 1, 2025 until December 31, 2025. License applications for vacation rentals may be submitted to the Town any time prior to March 1, 2025. Applications received after March 1, 2025 will be processed as first-time applications, per Section VIII.C on a space available basis until the limits described in Section VIII.E have been reached. After the initial registration cycle, any duly licensed vacation rental may continue operating as long as the license is current and renewed for the current calendar. If the license is not renewed by the expiration date, then the license expires, and the unit then loses the licensed protection provided by the registration.
- C. First time Applications. After the initial annual registration cycle, subject to the availability of vacation rental licenses, first time license applications may be submitted for processing at any time during a calendar year. For the purposes of this Ordinance, “first time applications” shall include property owners wishing to license their vacation rental units for the first time, or after more than one year’s lapse of a previously issued license.
- D. License Renewals. Vacation rental license holders may renew such license by submitting a renewal application, via a renewal process established by the Town. Applications for renewals will be accepted until March 1 of each calendar year. Any renewal applications received after March 1 will be considered late and will be subject to a late fee at a rate

established by the Mount Desert Board of Selectmen. Late renewal applications will be processed with first-time applications on a space available basis until the limits described in Section VIII.E have been reached.

E. Maximum number of vacation rental registrations.

1. The Town-wide maximum number of vacation rental licenses that may be issued shall not exceed 10% of the Town's total number of dwelling units. The total number of dwelling units shall be determined by the Assessor as of April 1 of each year.
2. In the event that more applications are received during the initial registration cycle (as described in Section VIII.B above) than the allowable number of licenses, the Board of Selectmen will increase the number of registrations issued, during the first registration cycle only, by order. After the initial registration cycle, any duly licensed vacation rental may continue operating as long as the license is current and renewed for the current calendar. If the license is not renewed by the expiration date, then the license expires, and the unit then loses the licensed protection provided by the registration.
3. In the event that the Board of Selectmen receives more applications during any subsequent registration cycle than the allowable number of licenses the town shall establish a wait list. First priority shall be given to renewal applicants who submit a late renewal registration application and shall be awarded on a space available basis based on the order in which the renewal applications were received. First-time applications will be given second priority and shall be awarded on a space available basis through a lottery process held by the Board of Selectmen after timely renewal and late renewal applications have been approved.

**IX. Transferability.**

- A. Short-term Rental Licenses. Short-term rental licenses issued under this ordinance shall be transferable to a new owner as of the day the new owner acquires possession of the property and shall expire at the end of that same calendar year, and shall be subject to treatment as a new "vacation rental" if the ownership and use by the new owner meets the definition of that term.
- B. Vacation Rental Licenses. Vacation rental licenses issued under this ordinance shall not be transferable to a new owner or location. Any change of ownership shall require a new license, except transfers of the real estate and related license in a permitted transfer.
  1. A "permitted transfer" is a transfer of the subject real estate and the related license to a permitted transferee. A "permitted transferee" includes 1) another current owner of the subject real estate; 2) the spouse, child(ren) and/or grandchild(ren) of a current owner; 3) a trust for the benefit of a current owner, a

current owner's spouse, a current owner's child(ren) and/or grandchild(ren) of a current owner; or 4) for estate planning purposes, a trust, limited-liability company (LLC), corporation or other entity, as long as the beneficiaries of the trust or owners of the entity, as applicable, are a current owner, a current owner's spouse, a current owner's child(ren) and/or grandchild(ren) of a current owner. In the case of a transfer to a permitted transferee, the permitted transferee shall become a "licensee" and an "owner," and the definition of "permitted transferee" shall apply to the new licensee/owner.

- C. Licensees/owners shall be required to certify that they comply with the provisions of this section annually and that they have not engaged in any transfers, or been transferees in any transfers, that are not permitted transfers.
- D. Licenses are limited to the dwelling unit for which they are issued and shall not be transferable to a different dwelling unit.

**X. Inspection.**

- A. Any time that a short-term rental or vacation rental application is submitted for a property, the applicant shall certify on the application that the proposed short-term rental or vacation rental property complies with the standards in this ordinance and with applicable Building Code requirements. The Code Enforcement Officer or designee may inspect the licensed premises to determine compliance with the short-term standards of this ordinance. However, said inspection shall not be required as a condition of license issuance.

**XI. Notice.**

- A. The licensee must post a notice that identifies the short-term rental or vacation rental license number and the name, address, telephone number(s), and email address of the owner's local contact person, and the maximum number of short-term rental or vacation rental guests allowed. This notice shall be readily available inside each dwelling being used as a short-term rental or vacation rental.

**VI. Standards**

At the time of issuance of a license, and at all times during the continuance of a short-term rental or vacation rental license, the following minimum standards shall be met.

- A. The property taxes and any other applicable town fees associated with the short-term rental or vacation rental property shall not be in arrears;
- B. Street numbers, if applicable, shall be compliant with Town 911 standards.

- C. Smoke alarms. Smoke alarms shall be installed in each bedroom, outside each separate area used for sleeping, and on each story of the short-term rental unit (including in basements and in habitable attics).
- D. Carbon Monoxide Detectors. Carbon monoxide detectors shall be installed in compliance with Title 25 of the Maine Revised Statutes, as may be amended from time to time (25 M.R.S. § 2468, as amended).
- E. Fuel Gas Detectors. Fuel gas detectors shall be installed in compliance with 25 M.R.S. § 2469, as amended.
- F. Subsurface wastewater disposal system. The short-term rental or vacation rental must have a subsurface wastewater disposal system that complies with all applicable standards of the Subsurface Wastewater Disposal Rules.
- G. Portable fire extinguishers. At least one appropriately sized portable fire extinguisher shall be mounted in a prominent location within the short-term rental or vacation rental unit.
- H. Parking. Short-term rental or vacation rental guests and their guests are prohibited from parking in a manner that impedes access by emergency vehicles to the property or any other property in the neighborhood. The owner must provide sufficient off-street parking for all overnight guest vehicles. The number of guest vehicles allowed at the short-term rental or vacation rental shall be limited to the number of off-site parking spaces designated by the applicant. Garage parking spaces not allowed for short-term rental or vacation rental guest use shall not be used to meet this parking requirement.
- I. Advertising. It shall be unlawful to advertise occupancy or use of a short-term rental or vacation rental that has not been licensed. Licensed short-term rentals or vacation rentals in good standing may advertise for use or occupancy beyond the current licensing year. For the purposes of this section, the term "advertise" shall mean any form of communication for marketing that is used to encourage, persuade, or direct viewers, readers or listeners to contract for units, goods and/or services as may be viewed through various media included, but not limited to, newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites or text messages. The short-term rental or vacation rental advertising must be consistent with the terms of the short-term/vacation rental license.
- J. Trash shall be removed from the short-term rental or vacation rental unit on at least a weekly basis while the property is being rented as a short-term/vacation rental.
- K. Occupancy limits. The maximum occupancy of a short-term rental or a vacation rental shall be limited to no more than two guests per bedroom, plus two additional guests total for the entire dwelling unit. By way of example, the maximum capacity for a three-

bedroom dwelling short-term rental or vacation rental is eight guests (i.e., three bedrooms multiplied by two short-term rental or vacation rental guests, plus an additional two short-term rental or vacation rental guests, for a total of eight short-term rental or vacation rental guests).

## **VII. Violations and Enforcement**

### **A. Violations and Enforcement**

1. Violation of operation without a registration. It shall be a violation of this Ordinance for any person to advertise for rent, rent, or operate a short-term rental or vacation rental without a valid license.
2. Violation of registration. The Code Enforcement Department shall enforce the provisions of this Ordinance and the terms and conditions of licenses issued hereunder, and the Code Enforcement Officer or designee shall have authority to investigate all alleged violations of this Ordinance or of said licenses. If after investigation, the Code Enforcement Officer or designee finds that any provision of this ordinance or any term or condition of any such license is being violated, written notice of such violation shall be given to the owner and/or to any other person responsible for such violation by certified mail, return receipt requested. Such a notice shall describe the nature of the violation and the action that needs to be taken within a reasonable time (as determined by the Code Enforcement Officer or designee) to correct the violation, including discontinuance of the illegal use of land, buildings, structures or units. A copy of such notice shall be submitted to the Select Board and shall be maintained as a permanent record.

### **B. Enforcement; Fines and Penalties**

If, after notice given by the Code Enforcement Officer or designee, the violation is not abated or corrected, any person who continues to violate any provision of the Ordinance or license issued hereunder shall be subject to fines and penalties as set forth in a penalty schedule established by the Board of Selectmen. Each day of each violation shall be considered a separate violation. Any such fines or penalties may be in addition to any suspension or revocation imposed in accordance with other provisions of this ordinance. The Board of Selectmen or its authorized agent(s) are hereby authorized to enter into administrative consent agreements for the purposes of eliminating violations of this Ordinance.

In addition to local administrative proceedings to address violations of this Ordinance, the Town may also institute, or cause to be instituted, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this Ordinance. In any administrative enforcement or court action, the Town may seek injunctive relief in addition to fines and penalties. The Town shall be entitled to recover

its costs of enforcement, including its reasonable attorneys' fees, court costs, and out-of-pocket expenses.

C. Appeals

The Board of Appeals may, upon written application of an aggrieved party received by the Town Office within 30 days of any decision or enforcement action by a municipal official or municipal body that interprets or applies this Ordinance, hear appeals from such decision. For purposes of this section, the term "decision" is limited to an order, decision, or enforcement action made in writing by the Code Enforcement Officer or designee.

DRAFT



## TOWN OF MOUNT DESERT WARRANT COMMITTEE

**Minutes from:  
Tuesday, February 6, 2024 6:00PM**

### **Northeast Harbor Meeting Hall and via Zoom**

Members Present: Phil Lichtenstein, Katrina Carter, Tim Murphy, Mike Olsen, Lauren Kuffler, Owen Craighead, Donna Beals, Carmen Sanford, Alan Kimmerly, Rosemary Matchak, Blakeslee Bell

Zoom: Megan Bailey, Jamie Blaine

Excused: Bill Ferm, Jesse Hartson, Craig Roebuck, Stephanie Reece, Jerry Miller, Kathy Miller

Absent: Marina McGarr

Guests: Paul Paradis, Hancock County Commissioner; Brian Henkel, Mount Desert Public Works Director

1. 6:00pm Call Meeting to order, minutes from the 1/30 meeting approved.
2. 6:02pm Paul Paradis discussed how Hancock County's budget is funded by the various municipalities. Based on property assessments, Mt. Desert is the largest contributor at 15.66%. The largest cost centers to the County are the jail, the Sheriff's department, the Registry of Deeds and the Probate Court. Commissioner Paradis fielded a number of questions from WC members relating to where and how various funds are spent and the overall functioning of County governance. It was pointed out that some funds make their way back to the Town, such as \$140,000 for broadband expansion.
3. 6:50pm Public Works Director Brian Henkel thoroughly discussed how the reserve accounts within his budget have now been folded into the Capital Improvement Plan (CIP). As to his budget, there are



some modest increases for various requisite chemicals used for septic treatment, etc. The street sign budget has also increased. The WC asked Mr. Henkel a number of questions related to line items in the budget, along with issues such as the possibility of the regional High School connecting it's waste water to the Somesville septic plant and the low wires along the northbound Rt. 198 roadway.

4. 7:45pm Adjournment

Upcoming Meetings: Discussion of the School budget is Monday, February 12 at 6:00pm. The Marina and the Land Use Zoning Ordinance will be the following night, Tuesday, February 13 at 6pm. Both meetings at the meeting hall and by Zoom.

Guests:

Respectfully submitted,

Owen Craighead, Recording Secretary



## TOWN OF MOUNT DESERT WARRANT COMMITTEE

**Minutes from:  
Tuesday, February 13, 2024 6:00PM**

### **Northeast Harbor Meeting Hall and via Zoom**

Members Present: Phil Lichtenstein, Katrina Carter, Stephanie Reece, Tim Murphy, Mike Olsen, Lauren Kuffler, Owen Craighead, Alan Kimmerly, Rosemary Matchak, Blakeslee Bell

Zoom: Jamie Blaine, Donna Beals, Carmen Sanford

Excused: Bill Ferm, Jesse Hartson, Craig Roebuck

Absent: Marina McGarr, Jerry Miller, Kathy Miller, Megan Bailey

Guests: Noel Musson of the Musson Group; Kim Keene, Code Enforcement Officer; John Lemon, Harbormaster; Gail Marshall & Tracy Keller, Mt. Desert Planning Board

1. 6:00pm Call Meeting to order, minutes from the 2/6 meeting approved with a correction to the next meeting dates, announcements.
2. 6:10pm Noel Musson addressed a host of changes to the Land Use Zoning Ordinance across 16 articles. Most of the changes related to setbacks, clarifications in wording, and corrections to the contents of certain articles. Predictably, Article 15: "Short-Term Rental and Vacation Rental Licensing Ordinance" prompted the most discussion. Mr. Musson, along with Gail Marshall and Tracy Keller of the planning board, were helpful in explaining the rationale for article 15's existence and they fielded a number of questions both real and hypothetical from the WC related to article 15.
3. 7:17pm CEO Kim Keene began by covering the planning board budget. There is an increase of \$65,000 in aid of hiring a consultant for a complete re-drafting of the Town's Comprehensive Plan as it is

badly outdated. The CEO budget will rise significantly since the current part-time Deputy CEO position is transitioning to full-time. The budgeted salary for this yet-to-be-filled post is set at \$64,000. An extra \$10,000 is also included in the budget for a planning consultant. Ms. Keene and Mr. Musson concluded by answering additional questions from the WC.

4. 7:45pm Harbormaster John Lemoine's budget is rising approximately 8.5% due almost exclusively due to inflation. When asked about damage from the back-to-back January storms, Mr. Lemoine estimated about \$500 in damages in total, which is remarkable.

Upcoming Meeting: Monday, February 26 for third party requests

Respectfully submitted,

Owen Craighead, Recording Secretary



**UNFINISHED BUSINESS**



Application Received	Funded Prior Yr	Group Name	ContactFn	ContactLn	2024 Request	2023 Funded Amount
1/25/2024	NO	Aid Society Otter Creek	John	Macaulay	\$10,000.00	\$0.00
1/23/2024	Yes	Bar Harbor Food Pantry	Tom	Reeve	\$3,500.00	\$3,500.00
12/28/2023	Yes	Downeast Community Partners	Sharon	Catus	\$5,574.52	\$3,187.00
1/8/2024	Yes	Downeast Horizons Inc.	Ashley	Johnson	\$6,000.00	\$6,000.00
12/14/2023	Yes	Eastern Area Agency On Aging	Chris	Hill	\$750.00	\$750.00
2/1/2024	Yes	Great Harbor Maritime Museum	Sydney	Roberts-Rockefeller	\$5,800.00	\$5,500.00
1/19/2024	No	Hospice Volunteers of Hancock County	Kathy	Baillargeon	\$1,500.00	\$0.00
1/31/2024	Yes	Island Connections	Carissa	Tinker	\$2,500.00	\$2,500.00
1/22/2024	Yes	Island Housing Trust	Marla	O'Byrne	\$7,500.00	\$7,500.00
1/22/2024	Yes	Lifeflight Foundation	Macmillan	Ashley	\$1,000.00	\$1,000.00
2/1/2024	Yes	Mt. Desert Chamber of Commerce	Sue	Spoelfof	\$28,500.00	\$28,500.00
1/22/2024	NO	Mt. Desert Community Development	Dan	McKay	\$5,000.00	\$0.00
1/26/2024	Yes	Mt. Desert Island Campfire Coalition	Anne-Marie	Hart	\$3,000.00	\$3,000.00
2/1/2024	Yes	Mt. Desert Nursery School	Sarah	Hinckley	\$20,000.00	\$20,000.00
1/30/2024	Yes	Mt. Desert Nursing Association	Sarah	Hinckley	\$35,000.00	\$35,000.00
1/22/2024	NO	Northern Light Home Care & Hospice	Madeline	Taylor	\$1,200.00	\$0.00
1/29/2024	Yes	Seal Harbor VIS	Deborah	Brown	\$55,000.00	\$55,000.00
					<b>\$191,824.52</b>	<b>\$171,437.00</b>



## **Memorandum**

Date: February 29, 2024  
To: Selectboard  
From: Brian Henkel, Public Works Director  
Re: Five-year Contract with Eastern Maine Recycling

The Selectboard meeting agenda on February 26<sup>th</sup> included a discussion of the Solid Waste Contract (Contract) with Eastern Maine Recycling (EMR). At that time, I informed the Selectboard that the Contract had an auto-renewing clause which included a date of March 5 and an apparent requirement that Contract renewal to be approved by the voters at the Annual Town Meeting in May. I pointed out the inconsistency in the timing of the auto-renewal in March and the approval by voters in May and informed the Selectboard that I had sought an opinion from the Town's legal counsel on this inconsistency. I have received that opinion which clarifies that the original contract had a requirement to be approved by the voters but that the renewal clause does not include that same requirement. The renewal of the Contract can move forward with the approval of the Selectboard.

The Town has contracted waste management services through this Contract with EMR for the last 15 years and it is my recommendation that the Town continue to do so. I recommend that the Selectboard allow the existing Contract to auto-renew on March 5<sup>th</sup>, 2024 with the understanding that some housekeeping edits are required, and that the Public Works Director be authorized to work with EMR on those edits. An updated agreement will be brought back to the Selectboard for final approval at an upcoming meeting.

Cc: Durlin Lunt, Town Manager  
Mae Wyler, Finance Director  
Claire Wolfolk, Town Clerk  
Enclosures: 2019-2024 Solid Waste Contract



**Town of Mount Desert  
SOLID WASTE CONTRACT**

**THIS AGREEMENT** is made and entered into this 17<sup>th</sup> day of June 2019, by and between **E.M.R., INC.**, a Maine corporation having a place of business in Southwest Harbor, Hancock County, Maine, (the "Contractor") and the **TOWN OF MOUNT DESERT**, a municipal corporation duly existing under the laws of the State of Maine, having a principal place of business at 21 Sea Street, Northeast Harbor, Hancock County, Maine, ("Town").

**WITNESSETH:**

**WHEREAS**, the Contractor owns and operates a solid waste transfer station, licensed by the State of Maine Department of Environmental Protection ("DEP"), in the Town of Southwest Harbor, Hancock County, Maine, (the "SWH Facility") that provides for the acceptance, storage, handling, processing, marketing and/or transportation of non-hazardous Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris ("CDD"), Bulky Waste, Scrap Metal and White Goods, Tires, and Inert Fill.

**WHEREAS**, it is understood between the Town and the Contractor that the terms and conditions as expressed in this agreement are such that the Contractor must have the ability to manage and operate the SWH Facility in conformance with the DEP, USEPA and other state and federal laws, statutes, rules and regulations.

**WHEREAS**, the Contractor provides Municipal Solid Waste transportation services from the SWH Facility to DEP licensed waste processing and disposal facilities, such as but not limited to, **Coastal Resources of Maine (CRM)**, 92 Bouchard Way, Hampden, Maine and **Juniper Ridge Landfill (JRL)**, 2828 Bennoch Road, Alton, Maine and **Waste Management-Crossroads (WM)**, 327 Mercer Road, Norridgewock, Maine.

**WHEREAS**, the Town has made arrangements with CRM (Disposal Facility-MSW) for the disposal of Municipal Solid Waste generated by the Town.

**WHEREAS**, the Town wishes to enter into an agreement with the Contractor for the disposal of Solid Waste through the use of the SWH Facility and for the transportation of Solid Waste from the SWH Facility to DEP licensed facilities for those waste materials presently being transported by the Contractor including but not necessarily limited to Disposal Facility-CDD, Disposal Facility-MSW, Disposal Facility-Recycle and Disposal Facility-Wood Waste for the disposal of non-hazardous Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris (CDD), Bulky Waste, Scrap Metal and White Goods, Tires, and Inert Fill.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the Contractor and the Town hereby agree as follows:

**1.0 TERM:** The term of this Agreement shall be for Five (5) years beginning July 1, 2019 and ending June 30, 2024. Each twelve-month period is a "Contract Year". This Agreement shall automatically renew with the same terms and conditions unless the Town provides the Contractor with written notice of termination by "Certified Mail" on or before March 5, 2024. The renewed contract term shall be from July 1, 2024 to June 30, 2029.

**2.0 DEFINITIONS:**

The capitalized words and phrases used in this Solid Waste Contract shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

**"Acadia Disposal District"** means a quasi-municipal corporation duly existing under the laws of the State of Maine having a mailing address of P.O. Box 248, Northeast Harbor, ME 04662 whose member municipalities include the Towns of Cranberry Isles, Frenchboro, Mount Desert, Tremont and Trenton.

**“Authorized Agent”** means a person, partnership or corporation that is authorized to dispose of Permissible Wastes at the SWH Facility on behalf of the Town or an Authorized Individual.

**“Authorized Individual”** means any person, partnership, corporation or other entity that either owns, rents, leases (on a permanent or temporary basis) a dwelling or operates a commercial establishment in a Town.

**“Bulky Waste”** is a portion of CDD and means items such as, but not limited to, mattresses, box springs, upholstered furniture, carpeting, floor padding and similar materials.

**“Co-mingled Containers”** means recyclable containers made from polyethylene terephthalate (PETE #1), high density polyethylene (HDPE #2 plastic), ferrous cans and aluminum cans that contain a volume of one gallon or less.

**“Compostable Organic Waste”** means Residential and Commercial Compostable Organic Wastes that have been separated from Transfer Solid Waste prior to acceptance at the SWH Facility.

**“Contract Year”** means the twelve-month period beginning on July 1 and ending on June 30.

**“Construction and Demolition Debris” (“CDD”)** means Solid Waste resulting from construction, remodeling, repair and demolition of structures, said wastes may include, but are not limited to, building materials, dimensioned lumber, discarded furniture, asphalt, wall board, pipes, plumbing fixtures such as toilets and sinks, conduits, wire, sheetrock, plaster, insulation, roofing materials, painted wood, pressure treated wood, packaging materials and bituminous concrete pavement. It excludes: partially filled containers of glues, tars, solvents, resins, paints, caulking compounds, friable asbestos and other special wastes.

**“Demolition Wood”** is a portion of CDD and means waste items such as, but not limited to, lumber, and wood items from Construction and Demolition Debris (CDD) waste.

**“Developed Parcel”** means a parcel of land located within the boundary of the Town and specifically identified by the Town on its tax maps with a tax map number and lot number and which said lot has structures or is permitted to have structures thereon.

**“Diesel Fuel Price Per Gallon”** means the diesel fuel price per gallon, as published for the last week of the month by the Energy Information Administration (EIA) of the Department of Energy (New England Region), shall be used by the Contractor to calculate the diesel fuel charge for the payment categories as stated in section 10.17 Fuel Charge.

**“Disposal Facility-CDD”** means a disposal facility located in the State of Maine and licensed by the DEP to accept CDD, Bulky Waste, Demolition Wood Wastes and similar items. The primary Disposal Facility-CDD is Juniper Ridge Landfill, 2828 Bennoch Road, Old Town, ME 04468. The alternate Disposal Facility-CDD is Crossroads Landfill, 357 Mercer Road, Norridgewock, ME 04597.

**“Disposal Facility-MSW”** means a disposal facility located in the State of Maine and licensed by the DEP to accept Municipal Solid Waste (MSW) which shall include Transfer Solid Waste but shall not include CDD, Bulky Waste, Recycle Waste, Universal Waste, Scrap Metal, White Goods and Wood Waste. The primary Disposal Facility-MSW is CRM. All MSW shall be taken to CRM unless otherwise directed by the Town’s representative(s) including but not necessarily being limited to the Municipal Review Committee (MRC) on behalf of the Town or the Town’s Selectmen or their designee(s). The alternate Disposal Facility-MSW recommended by the Town is Crossroads Landfill, 357 Mercer Road, Norridgewock, ME 04957. Before any change in Disposal Facility-MSW is made, the Contractor and the Town, with assistance from the MRC or the Town’s Board of Selectmen or their designee(s), shall agree to terms including but not necessarily limited to any change in transportation costs. However, it is understood between the Parties that in the event the Contractor is notified by CRM or MRC that CRM is

not accepting MSW on a temporary basis, the Contractor shall deliver said MSW to the alternate Disposal Facility-MSW.

**“Disposal Facility-Recycle”** means a disposal facility located in the State of Maine which is permitted to accept Recyclable Items which may include corrugated cardboard; mixed newspaper and magazines; co-mingled containers (one gallon or less) which may include metal (aluminum, steel, and tin) and plastic containers numbered 1 and 2. The primary Disposal Facility-Recycle is Coastal Resources of Maine, 92 Bouchard Way, Hampden, Maine. The alternate Disposal Facility-Recycle is Pine Tree Waste – Zero Sort, Old Town, ME. All Recyclable Items shall be taken to CRM unless otherwise directed by the Town’s Representative(s), said representative(s) including but not limited to the MRC or the Town’s Board of Selectmen or their designee(s).

**“Disposal Facility-Tires”** means a disposal facility located in the State of Maine which is licensed by the DEP to accept tires. The primary Disposal Facility-Tires is BDS Waste Disposal Inc, 357 Mercer Rd., Norridgewock, Maine.

**“Disposal Facility-Green Wood Waste”** means a disposal facility located in the State of Maine which is licensed by the DEP to accept Green Wood and Stumps. The primary Disposal Facility-Green Wood Waste is Gary Pomeroy Logging, 1909 Hammond Street, Hermon, ME 04401.

**“Freon/Mercury Removal”** means Scrap Metal that contains Freon or Mercury and requires the Freon or Mercury to be removed.

**“Green Wood”** means land clearing debris that is reasonably free of stumps, soil material and rock.

**“Guaranteed Annual Tonnage” (GAT)** means the minimum tonnage of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste delivered by the Town or its Authorized Individuals to the Contractor in each contract year. GAT shall equal the sum of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste.

**“Hazardous Waste”** means a waste substance or material, in any physical state, designated as hazardous by the State of Maine Board of Environmental Protection under section 1319-O. It does not include waste resulting from normal household or agricultural activities. The fact that a hazardous waste or part or constituent may have value or other use or may be sold or exchanged does not exclude it from this definition.

**“Hot Load”** means waste which is on fire or smoldering when delivered to the SWH Facility.

**“Inert Fill”** means clean soil material, including soil from road ditching and sand from winter sand cleanup, rock, bricks, and cured concrete without rebar, which are not mixed with other solid or liquid waste, and which are not derived from an ore mining activity.

**“Land Clearing Debris”** means Solid Waste resulting from the clearing of land and consists solely of brush, stumps, soil material and rock.

**“Miles or Distance”** means the actual road miles traveled by the Contractor from the SWH Facility to the disposal site. It is understood by the Town that the Contractor may be prevented by the State of Maine or the United States of America Departments of Transportation to use certain roads, such as Routes 95 and 395, due to the gross vehicle weight limits imposed on roads that are less than the weight limits the Contractor is registered to haul.

**“Municipal Solid Waste”** means solid waste emanating from household and normal commercial sources. Municipal Solid Waste includes front end process residue from the processing of Municipal Solid Waste.

**“Net Sale Price”** means the difference between the price received from the sale of items less transportation and marketing expenses.

**“Non-Permissible Waste”** means the following items are specifically excluded and not permitted for deposit at the SWH Facility or for transport to a Disposal Facility: toxic or highly volatile materials, used oil, waste oil, other petroleum products, sludge, septage, and any substance now or hereafter classified as Hazardous Waste or Special Waste by DEP and/or the United States Environmental Protection Agency (“EPA”), in any quantity whatsoever.

**“Parties”** means the Contractor and the Town, or those respective designees, as defined elsewhere in the Agreement.

**“Permissible Wastes”** means only those wastes specifically permitted during the term of this Agreement by the DEP as acceptable at a Solid Waste facility. Wastes not permitted by the DEP must not be accepted at the SWH Facility. Hazardous Waste, or waste not easily identified by the Contractor as non-hazardous, must not be accepted at the SWH Facility. Permissible Wastes shall include Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris, Bulky Waste, Scrap Metal, Tires, White Goods, Inert Fill, and Universal Waste.

**“Recyclable”** means possessing physical and economic characteristics that allow a material to be recycled.

**“Recyclable Items”** means the list of Recyclable Items recovered from the Transfer Solid Waste stream that the designated Disposal Facility-Recycle accepts. All Recyclable Items delivered to the SWH Facility shall be clean and in conformity to the specifications required by the Disposal Facility-Recycle.

**“Recycle”** means to recover, separate, collect and reprocess waste materials for sale or reuse other than as fuel for the generation of heat, steam or electricity.

**“Recycling”** means the collection, separation, recovery and sale or reuse of materials that would otherwise be disposed of or processed as waste or the mechanical separation and treatment of waste, other than through combustion, and the creation and recovery of reusable materials other than as fuel for the generation of electricity.

**“Recycling Processing Center”** means a recycling center that, (1) receives commercial size deliveries of recyclable items, (2) uses leading-edge technology to permit the acceptance of a wider variety of Recyclable Items in an efficient and economical manner and (3) reduces but does not necessarily require the need to separate Recyclable Items by category for collection. A Recycling Processing Center may include Single Sort (single stream) Recycling System.

**“Scrap Metal”** means bits and pieces of metal parts (such as bars, turnings, rods, sheets, and wire) or metal pieces that may be attached or combined together with bolts, welds or solder to form a product (such as scrap automobiles, radiators, or furniture) which whether worn or outdated can be recycled and which are not otherwise mixed with or contaminated with non-metal solid or hazardous wastes. For the purposes of this contract White Goods and junked vehicles shall be considered Scrap Metal.

**“Septage”** means waste, refuse, effluent, sludge and any other materials from septic tanks, cesspools or any other similar facilities.

**“Single Sort Recycling”** means a recycling method or program that permits the acceptance of Recyclable Items, as defined above, at the SWH Facility in a co-mingled form. The acceptable recyclable item list will be determined by the Disposal Facility-Recycle after discussion with the Town of any proposed changes, consideration of concerns they might have and upon reaching an agreement between the Parties.

**“Sludge”** means nonhazardous solid, semisolid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant or wet air pollution control facility or any waste having similar characteristics and effect. The term does not include industrial discharges that

are point sources subject to permits under the federal Clean Water Act, 33 United States Code, Section 1342 (1999).

**“Solid Waste”** means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including, but not limited to, rubbish, garbage, refuse-derived fuel, scrap materials, junk, refuse, inert fill material and landscape refuse, but does not include hazardous waste, biomedical waste, septage or agricultural wastes. The fact that a Solid Waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

**“Special Waste”** means any Solid Waste generated by sources other than domestic and typical commercial establishments that exists in such unusual quantity or in such chemical or physical state, or any combination thereof, that may disrupt or impair effective waste management or threaten the public health, human safety or the environment and requires special handling, transportation and disposal procedures. Special Waste includes, but not limited to:

- A. Ash;
- B. Industrial and industrial process waste;
- C. Sludge and dewatered septage;
- D. Debris from nonhazardous chemical spills and cleanup of those spills;
- E. Contaminated soils and dredge;
- F. Asbestos and asbestos-containing waste;
- G. Sand blast grit and nonliquid paint waste;
- H. High or low pH waste;
- I. Spent filter media and residue;
- J. Shredder residue and
- K. Other waste designated by the Board of Environmental Protection, or by rule of the Department of Environmental Protection.

**“Solid Waste Transfer Station Services”** means services which include the storage, handling, processing, marketing, disposal and/or transportation of Permissible Wastes to licensed Solid Waste disposal sites, as described herein.

**“Storage Box”** means a storage box or crate that is provided by the contractor in the recycling center for the use by an authorized individual for the collection of small loads of Transfer Solid Waste and Recyclable Items.

**“Stumps”** means stumps.

**“Tires”** means Solid Waste consisting of any used, scrap, or otherwise discarded rubberized vehicle tires, including whole tires as well as products derived from the processing of whole tires, including but not limited to shredded or chipped or crumb rubber.

**“Transfer”** means to receive, store, accumulate, and/or consolidate Solid Waste in sufficient volume to be able to containerize, with or without compaction, for efficient transportation to another facility. It does not include the transport of Solid Waste.

**“Transfer Station”** means any Solid Waste facility constructed and managed for the transfer of Solid Waste.

**“Transfer Solid Waste”** means non-hazardous Solid Waste, as defined by DEP Solid Waste Management Rules, as may be amended from time to time, and Permissible Waste for delivery to Disposal Facility-MSW for acceptance at CRM unless an alternative Disposal Facility-MSW has been agreed to between the Parties as described above in section titled Disposal Facility-MSW.

**“Universal Waste”** means any waste listed in section 3.A(13) (b) of Chapter 850, the Maine Hazardous Waste Management Rules, including but not limited to cathode ray tubes (CRT’s); mercury-containing lamps; mercury-containing thermostats; metal hydride, nickel-cadmium, small sealed lead acid, lithium

and mercuric and silver oxide button batteries (collectively "Batteries"); electronic wastes ("e-wastes"); and totally enclosed, non-leaking polychlorinated biphenyl (PCB) ballasts.

**"Vegetative Wastes"** means wastes consisting of plant matter. These include plant stalks, hulls, leaves, and tree waste processed through a wood chipper.

**"Waste Oil"** means petroleum-based or synthetic oil that, through use or handling, has become unsuitable for its original purpose due to the presence of impurities or loss of original properties. Waste oil that exhibits hazardous waste characteristics, or has been contaminated with hazardous wastes in excess of quantities normally occurring in waste oil shall be considered hazardous waste.

**"White Goods"** means large appliances, including but not limited to stoves, refrigerators, freezers, washing machines, clothes dryers, hot water heaters, dishwashers, and air conditioners.

**"Wood Wastes"** means brush, Stumps, lumber, bark, wood chips, shavings, slabs, edgings, slash, sawdust and wood from production rejects that are not mixed with other Solid or liquid Waste.

**"Yard Waste"** means grass clippings, leaves reasonable free of branches and other similar vegetative matter.

- 3.0 Jurisdiction and Exclusive Rights:** It is agreed that the Contractor shall have the exclusive jurisdiction over the SWH Facility and shall designate the off-loading areas. The Town also agrees (a) that the Town and/or its Authorized Agents shall deliver all Permissible Wastes collected by the Town, by its Authorized Agents or through a contract in which the Town is a party, to the SWH Facility and (b) that the Town shall not compensate any person, partnership or corporation other than the Contractor for the disposal of Permissible Wastes except for Transfer Solid Waste delivered to the Disposal Facility by the Contractor, see section 11. "Payments to Disposal Facility-MSW".

Nothing in this section shall prohibit the Town from compensating any persons, partnerships or corporations for waste collection services furnished by that person, partnership or corporation to the Town, provided that all Permissible Wastes so collected are delivered and disposed of at the SWH Facility and the Town pays the Contractor the fees provided for in this Agreement.

Nothing in this contract shall require the Town to adopt municipal "flow control" measures or require residents who do not utilize the Town's waste collection services to dispose of their waste at the SWH Facility. If a resident chooses not to dispose of wastes at the SWH Facility the Town agrees not pay any disposal fees of said wastes on behalf of any person, partnership or corporation other than to the Contractor.

- 4.0 Separation of Wastes:** All wastes delivered to the SWH Facility will be deposited separately in their individually designated off-loading areas: Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Green Wood Wastes, Yard Waste, CDD, Bulky Waste, Scrap Metal, Scrap Metal containing Freon and/or Mercury, Inert Fill, and Universal Waste.
- 5.0 Size Limits:** Permissible Wastes delivered to the SWH Facility shall not exceed the following dimensional requirements for the requisite wastes:
- 5.1** Transfer Solid Waste shall not have any linear dimension greater than seven (7) feet and the sum of the length, width and depth shall not exceed fourteen (14) feet.
- 5.2** Recyclable Items shall not contain co-mingled containers in a size greater than one (1) gallon.
- 5.3** Green Wood Wastes shall not have a linear dimension greater than eight (8) feet and the sum of the length, width and depth shall not exceed sixteen (16) feet nor weigh more than one (1) ton.
- 5.4** CDD shall not have any linear dimension greater than eight (8) feet nor weigh more than one (1) ton.

- 5.5 Tires shall not have a rim diameter greater than eighteen (18) inches or such other maximum rim diameter as stipulated by Disposal Facility-Tires.
- 5.6 Inert Fill shall not have any linear dimension greater than six (6) feet nor weigh more than one (1) ton.
- 6.0 **Tonnage and Record Keeping:**
- 6.1 **SWH Facility:** It is agreed that Transfer Solid Waste deposited at the SWH Facility will be transported to the Disposal Facility-MSW as a composite of Transfer Solid Waste generated by the Town in addition to tonnages contributed by other sources including, but not limited to, ADD Member municipalities, Acadia National Park, and other municipalities in Mount Desert Island region.
- 6.2 **Guaranteed Annual Tonnage:** It is agreed that the Town will deliver to the Contractor the minimum tons in each contract year, as shown in "Exhibit A, Guaranteed Minimum Tonnage". Guaranteed Annual Tonnages ("GAT") shall equal the sum of the tonnage of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste delivered to the SWH Facility by the Town, its Authorized Agents or its Authorized Individuals.
- 6.3 **Weighing of Tonnage:** It is agreed that the following distinct classes of wastes will be weighed, by the Contractor, on the Contractor's scales located at the SWH Facility, and that each weighment will be for a distinct class of waste: Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Demolition Wood, Green Wood Waste, Stumps, CDD, Bulky Waste, Scrap Metal and White Goods (may contain Freon and/or Mercury), and Inert Fill. All Permissible Waste tonnage shall be weighed by town of origin. The Contractor is contemplating adding a second motor truck scale for weighing vehicles delivering Permissible Wastes. In the event a second motor truck scale is added to the SWH Facility the Contractor will use one motor truck scale to weigh vehicles entering the SWH Facility and the second motor truck scale to weigh vehicle exiting the SWH Facility. The difference in the weights obtained from the two motor truck scales is the net weight of the Permissible Waste delivered. In the event one of the motor truck scales requires inspection, certification, maintenance or is not serviceable for whatever the reason the other motor truck scale will be used to weigh vehicles as they enter and exit the SWH Facility. In the event both motor truck scales are not serviceable the Contractor will use its best judgment to determine the net weight of the loads being delivered to the SWH Facility. The Contractor will use its best efforts to correct the problem and have the motor scale(s) operating as soon as possible.
- 6.3.1 **Transfer Solid Waste Tonnage:** Transfer Solid Waste tonnage shall be weighed individually by town of origin. The Contractor shall calculate the Town's fraction or percentage of the total Transfer Solid Waste tonnage received at the SWH Facility by dividing the tonnage of Transfer Solid Waste received at the SWH Facility from the Town during that month by the total Transfer Solid Waste tonnage received at the SWH Facility from all the Towns and other sources for that month. That fraction or percentage when multiplied by the total Transfer Solid Waste tonnage delivered to Disposal Facility-MSW by the Contractor for that month, as substantiated by Disposal Facility-MSW scale tickets, shall be the tonnage the Contractor uses to calculate the Town's SWH Facility Transfer Station Fee for that month.
- 6.3.2 **Recyclable Item Tonnage:** Recyclable Items tonnage shall be weighed by Town of origin.
- 6.4 **Record Keeping:** The Contractor shall provide the Town with a record of tonnage received at the SWH Facility for wastes the Town is responsible for payment. All charges to the Town will be substantiated by the Contractor's scale ticket. Each scale ticket will state the date, the type of waste, the gross, tare and net weights. The Contractor shall invoice the Town monthly. The charges stated in said monthly invoices shall be substantiated by the Contractor's scale ticket for those Solid Waste items that require weighing. The Contractor will additionally provide the ADD with a copy of the ADD member Towns' monthly invoice. Each invoice shall state the date, the monthly tonnage for each Solid Waste item and the amount charged. The Contractor will accept all Permissible Waste tonnages delivered to the SWH Facility that have been authorized by the Town to the extent that the Permissible Waste tonnage is acceptable to Disposal Facility-CDD, Disposal Facility-MSW, Disposal Facility-Recycle, Disposal Facility-Tires or

Disposal Facility-Green Wood Waste and to the extent that the Contractor's DEP permit will allow. The scales located at the SWH Facility that are used to weigh Solid Waste accepted at the SWH Facility shall be certified by the State of Maine or its authorized representative. The Contractor shall arrange to have its scales calibrated annually. Scale certification shall be posted at the scale house located at the SWH Facility and may be inspected during normal working hours.

The Contractor is contemplating computerizing the motor truck scales used to weigh wastes that are delivered to the SWH Facility. In the event the contractor does computerize its motor truck scale(s) the Town agrees to receive a Scale Ticket Summary report listing scale ticket information (such as Date, Waste Type, Ticket #, Time IN, Time OUT, Gross weight, Tare weight, Net weight, Transporter and Landowner) with the monthly statement instead of receiving each scale ticket attached to the statement. The original scale tickets may be reviewed by the Town at the Contractor's place of business, during normal business hours.

- 7.0 SWH Facility Services and Procedures:** It is understood between the parties that the Contractor will accept for disposal at the SWH Facility the Permissible Wastes delivered by the Town, its Authorized Agents or Authorized Individuals. The attendant will then direct the transporter of the Permissible Waste to the individually designated off-loading areas located within the SWH Facility.

From time to time new technologies and programs may become available that have the potential to enhance or improve how a service is provided under this contract. In the event the Contractor, the Town or the ADD has identified such a technology or program that they wish to discuss with the other parties that may require a change to the contract to permit the use of said technology or program, the Contractor, the Town or the ADD shall inform the other parties of such new technology or program in writing. Upon receipt of said written notice the parties agree to discuss the use of such technology or program. If after thorough discussion of the proposed use of said technology or program it is decided between the Parties to proceed with the use of said technology or program the Contractor shall add the use of said technology or program to section 9 Rules and Regulations provided section 10 Payment is not to be adjusted or other provisions of this contract are not in conflict with use of said technology or program. However, if section 10 Payments or other provisions in this contract other than section 9 Rules and Regulations require amending; the parties agree to use their best efforts to negotiate an amendment to permit the use of said technology or program prior to the Contractor's implementation of the use of said technology or program.

The purpose of the following descriptions of services and procedures is to illustrate how the Contractor intends to perform the services provided for in this contract, however, it is understood between the parties that the Contractor shall have the ability to change or alter the procedure in which a particular service is performed, if in the opinion of the Contractor that the change or alteration of how the service to be performed will allow for a more effective or efficient service or permit the performance of the service in compliance with federal, state and municipal laws, ordinances, rules and regulations and the change or alteration will not result in an increase in the fees charged the Town.

- 7.1 Transfer Solid Waste:** Two individually designated areas of the SWH Facility have been reserved for the off-loading and storage of Transfer Solid Waste. Transfer Solid Waste containers are in the Recycling Center for the acceptance of small individual loads of Transfer Solid Waste. There is at least one collection container for the Town. The collection containers shall be weighed and then emptied into the Transfer Station on an as-full basis. All large (pickup truck or larger) deliveries of Transfer Solid Waste will be directed to the Transfer Station for deposit. The co-mingling of Transfer Solid Waste with another Town prior to delivery to the SWH Facility shall not be permitted, except on the day before or after a legal holiday, a day when Disposal Facility-MSW is closed or on such other days as the Town permits. When a sufficient quantity of Transfer Solid Waste has accumulated in the Transfer Station said Transfer Solid Waste will be processed and prepared for shipment to Disposal Facility-MSW.

- 7.2 Tires:** A specifically designated off-loading area of the SWH Facility has been reserved for the disposal of tires. Tires shall have rims removed prior to acceptance at the SWH Facility. The Town shall not be charged for tire rims. The attendant will weigh the tires and direct the transporter of the Permissible Waste to the designated off-loading area. In the event Disposal Facility-Tires or MDEP classifies Tires as Non-



Permissible Transfer Solid Waste items, the Contractor shall not be required to accept Tires at the SWH Facility.

- 7.3 **Recycling:** The Disposal Facility-Recycle provides two options for recycling. The Town shall choose one (1) either option #1 or option #2.
- 7.3.1 **Single Sort Recycling (Option # 1):** An individually designated area of the SWH Facility has been reserved for the collection and storage of Single Sort Recyclable Items. Collection containers for the off-loading of Single Sort Recyclable Items are in the recycling center but are accessed from outside the recycling center from the parking lot. On an as-full basis, the collection containers will be weighed on a platform scale and a scale ticket will be prepared that indicates the Town of origin, the type of material, the gross, tare and net weights. Full containers will then be stored for further processing. When a sufficient quantity of Single Sort Recyclable Items has been collected it will then be processed for shipment. The Single Sort Recyclable Items shall conform to the acceptable recycling guidelines of the Disposal Facility- Recycle.
- 7.3.2 **Recycling Option #2:** Disposal Facility-Recycle has constructed what is called a MRF (Material Recovery Facility). A MRF is a materials sorting system that separates recyclable items and reuse items from MSW. If Recycling option #2 is chosen all recyclable items need not be sorted from MSW and shall be delivered to the SWH Facility in a combined form and then delivered to the Disposal Facility-MSW. The Disposal Facility-MSW will then separate the acceptable recyclable items from the MSW Waste Stream. In the event the Town chooses Option #2 the Contractor will consider all recyclables delivered to the SWH Facility as MSW and manage and charge for them accordingly.
- 7.4 **Compostable Organic Waste:** A specifically designated off-loading area of the SWH Facility has been reserved for the disposal, processing, curing and storage of Compostable Organic Waste. The attendant will weigh the Compostable Organic Waste and direct the transporter of the Permissible Waste to the designated off-loading area. The Compostable Organic Waste will be processed and cured in accordance with the DEP regulations. When the Compostable Organic Waste is cured it will be offered for sale as a soil amendment. It is understood that the Contractor will compost Compostable Organic Wastes delivered to the SWH Facility during that portion of the year (spring through fall) that the DEP permits the composting of Compostable Organic Wastes; however, Compostable Organic Wastes delivered to the SWH Facility during that portion of the year when composting is not permitted will be considered Transfer Solid Waste and directed to the Transfer Solid Waste off-loading area for disposal.
- 7.5 **Wood Wastes:** Two (2) specifically designated off-loading areas of the SWH Facility have been reserved for the off-loading, storage and processing of Wood Wastes (green wood and stumps). The attendant will weigh the Wood Wastes and direct the transporter to the designated off-loading area. Wood Wastes will be stored at the site until a sufficient quantity has accumulated, and then the Wood Wastes will be processed and prepared for shipment. There will be no open burning of Wood Wastes at the SWH Facility. Demolition Wood is a portion of and is included with CDD.
- 7.6 **Construction and Demolition Debris (CDD):** A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading, storage, sorting and processing of CDD. The attendant will weigh the CDD and direct the transporter to the designated off-loading area. CDD will be stored at the site until a sufficient quantity has accumulated, and then the said waste materials will be processed and prepared for shipment to an off-site MDEP licensed CDD disposal facility.
- 7.7 **Bulky Waste:** Bulky Waste is a portion of CDD and shall be off-loaded at the CDD off-loading area of the SWH Facility. The attendant will weigh the Bulky Waste and direct the transporter to the CDD off-loading area.
- 7.8 **Scrap Metal and White Goods:** There are two specifically designated off-loading areas of the SWH Facility that have been reserved for the off-loading and storage of Scrap Metal and White Goods. The attendant will direct the Authorized Individual delivering Scrap Metal and White Goods to either the

specifically designated Freon/Mercury Removal off-loading area or the specifically designated Scrap Metal and White Goods off-loading area.

- 7.9 Freon/Mercury Removal Off-Loading Area:** Scrap Metal and White Goods that contain either Freon or Mercury such as refrigerators, freezers, air conditioners, gas stoves etc., that do not have an official sticker affixed stating that all Freon and/or Mercury has been properly removed shall be directed to the specifically designated off-loading area for Freon/Mercury removal. When sufficient quantities have been collected removal of Freon and/or Mercury will be arranged. Once Freon and/or Mercury removal is complete said Scrap Metal and White Goods will be removed to the specifically designated Scrap Metal and White Goods off-loading area for storage and prepared for shipment.
- 7.10 Scrap Metal and White Goods Off-loading Area:** The attendant will direct all deliveries of Scrap Metal and White Goods not containing Freon and/or Mercury to the Scrap Metal and White Goods off-loading area. Scrap Metal and White Goods will be stored at the site until a sufficient quantity of Scrap Metal and White Goods has accumulated, and then the Scrap Metal and White Goods will be processed and prepared for shipment.
- 7.11 Inert Fill:** A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading of Inert Fill. The attendant will direct the transporter to the Inert Fill off-loading area.
- 7.12 Universal Waste:** Universal Waste will be accepted at the SWH Facility on the second Saturday of each month between the hours of 9:00 am and 1:00 pm for disposal. A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading of Universal Waste. The attendant will direct the Authorized Individuals delivering Universal Waste to the specifically designated off-loading area. At the off-loading area the Contractor or its agent shall accept, weigh if necessary, collect associated Universal Waste disposal fees and prepare the Universal Waste for storage and shipment.

In the event Recycling technologies, systems or programs become available to the Contractor, which in the opinion of the Contractor would enhance the Recycling program presently provided, the Contractor may employ said Recycling technologies, systems or programs. The Parties agree to negotiate, in good faith, an appropriate fee change whenever the Parties have agreed that the Contractor should employ new Recycling technologies, systems or programs.

- 7.13 Hot Loads:** A specifically designated Hot Loads area has been reserved for the off-loading of Hot Loads. The attendant will direct the transporter to the Hot Load off-loading area.
- 8.0 SWH Facility Hours of Operation:** The Contractor agrees to accept Permissible Wastes from the Town, its Authorized Agents or its Authorized Individuals for disposal at the SWH Facility in accordance with the schedule listed below:

For the period from May 1 through October 31 of each Contract Year:

Monday through Friday: Between 8:00 a.m. and 5:00 p.m.

Saturday: Between 8:00 a.m. and 3:00 p.m.

For the period from November 1 through April 30 of each Contract Year:

Monday through Friday: Between 8:00 a.m. and 4:00 p.m.

Saturday: Between 8:00 a.m. and 1:00 p.m.

Sundays and Holidays: The SWH Facility will be closed on Sundays, legal holidays, or when CRM is closed.

**9.0 Rules & Regulations:** The Town agrees to observe and conform to such reasonable rules and regulations as the Contractor may establish from time to time for the efficient and/or safe use of the SWH Facility. Rules and Regulations established by the Contractor for the operation of the SWH Facility shall conform to all federal, state and local statutes, regulations and ordinances. In the event the Contractor determines a change in rules and regulations is necessary, the Contractor shall provide the Town with written notification at least thirty (30) day prior to the date when the new or revised rules and regulations change will be implemented. In the event the Town disagrees with the implementation of the proposed rules and regulations changes, the Town and the Contractor agree to negotiate in good faith and use their best efforts to resolve the disagreement as soon as possible.

**10.0 Payment:** It is agreed that the Town will pay the Contractor the fees, as stated in sub-sections listed below, for those Permissible Wastes delivered to the SWH Facility by the Town, Its Authorized Agents or its Authorized Individuals:

- 10.1 Access Fee,
- 10.2 SWH Facility Transfer Station Fee,
- 10.3 Recycling Center Fees Option #1,
- 10.4 Recycling Center Transportation Fee Option #1,
- 10.5 Compostable Organic Waste Fee,
- 10.6 Tires,
- 10.13 Universal Waste Program Fee and
- 10.16 Small Load Fee

It is also agreed that the Town will pay the Contractor the fees for Permissible Wastes delivered to the SWH Facility by the Town, as stated in the sub-sections below:

- 10.7 Green Wood Fee,
- 10.8 Stumps Fee,
- 10.9 CDD Fee,
- 10.10 Scrap Metal and White Goods Fee,
- 10.11 Freon/Mercury Removal Fee and
- 10.12 Inert Fill Fee

It is also understood that Authorized Individuals shall pay directly to the Contractor for Permissible Waste tonnage that exceeds the tonnage permitted in sub-section 10.16 Small Load Fee, based upon the prevailing fee schedule at the time the Permissible Waste is accepted at the SWH Facility and not according to the fee schedule below and that the Town shall have no liability to the Contractor for such amounts. The Contractor shall invoice the Town on a monthly basis in accordance with the Pricing and Rate Schedule, see "Exhibit A", and the Town shall pay said invoices within thirty (30) days of said invoice. In the event the Town does not pay said invoice within thirty (30) days from the date of the statement the Town agrees to additionally pay the Contractor eighteen (18%) percent per annum until the statement amount is received by the Contractor.

The Town shall additionally pay the Contractor a fuel charge, as calculated in sub-section 10.17 Fuel Charge, said fuel charge shall be added to the fees as stated in sub-sections below:

- 10.2 SWH Facility Transfer Station Fee,
- 10.4 Recycling Center Transportation Fee Option #1,
- 10.5 Tires,
- 10.6 Demolition Wood,
- 10.7 Green Wood Fee,
- 10.8 Stumps Fee,
- 10.9 CDD Fee,
- 10.10 Bulky Waste Fee,
- 10.11 Scrap Metal and White Goods Fee.

**Pricing and Rate Schedule for Sections 10.1 through 10.13:** See Exhibit "A" attached.

**10.14 Hot Loads Fee:** The Contractor may additionally charge the Town a reasonable fee to defray additional expenses involved with disposing of Hot Loads.

**10.15 Escalator:** In the event there is an increase or decrease in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers for the Northeast Region (“CPI-UNE”), the fees listed in sub-sections:

- 10.1 Access Fee,
- 10.2 SWH Facility Transfer Station Fee,
- 10.3 Recycling Center Fees Option #1,
- 10.4 Recycling Center Transportation Fee Option #1,
- 10.5 Compostable Organic Waste Fee,
- 10.6 Tires,
- 10.7 Green Wood Fee,
- 10.8 Stumps Fee,
- 10.9 CDD Fee,
- 10.10 Scrap Metal and White Goods Fee,
- 10.11 Freon/Mercury Removal Fee,
- 10.12 Inert Fill Fee and
- 10.13 Universal Waste Fee

shall increase or decrease at the beginning of the next Contract Year, after the first Contract Year, by the change in said CPI-UNE, between the month of May for the prior year and the month of May for the Contract Year. In the event this Agreement is renewed as stated in section 1. (Term), it is understood between the parties that the fees charged by the Contractor as stated in Section 10.0 Payment will be adjusted in accordance with the escalator and that any extension of the term will create new Contract Years.

**10.16 Small Load Fee:** The Town agrees to pay the Contractor for disposal of up to two thousand (2000) pounds of Demolition Wood, Green Wood, Stumps, CDD, Bulky Waste, Scrap Metal and White Goods (including Freon/Mercury removal fee), and Inert Fill, per Developed Parcel delivered to the SWH Facility by any Authorized Individual in any calendar year in accordance with the fees as stated in sub-sections:

- 10.6 Tires,
- 10.7 Green Wood Fee,
- 10.8 Stumps Fee,
- 10.9 CDD Fee,
- 10.10 Scrap Metal and White Goods Fee,
- 10.11 Freon/Mercury Removal Fee and
- 10.12 Inert Fill Fee.

The Contractor will record the type of waste, the tonnage, the location of the developed parcel from which the waste originated and the name of the Authorized Individual delivering said waste to the SWH Facility. In the event more than two thousand (2000) pounds of Permissible Wastes are delivered to the SWH Facility in any calendar year for a specific developed parcel by an Authorized Individual, said Authorized Individual shall pay directly to the Contractor for all the tonnage in excess of the two thousand (2000) pounds in accordance with the Contractors then-prevailing fee schedule.

**10.17 Fuel Charge:** In addition to the fees required above in this section there shall be a fuel charge as calculated below. The chart below states the number gallons of diesel fuel required to transport one load of the solid waste one mile, as shown in the payment categories below, from the SWH Facility to the designated disposal site and return to the SWH Facility.

Payment Sub-Sections	Gallons/mile
<b>10.17.1</b> Tractor Trailer Unit w/ a Gross Vehicle Weight of 80,000 pounds or more	.23 gallons/mile
<b>10.17.2</b> Roll-Off Truck Container Unit w/ a Gross Vehicle Weight of 68,000 pounds or more	.18 gallons/mile

Below is a list of Round-Trip Mileages from the SWH Facility to the most frequently used Disposal Facilities;

SWH Facility to CRM 104 miles

SWH Facility to JRL	138
SWH Facility to AIM	116
SWH Facility to WM	232
SWH Facility to BDS	232
SWH Facility to PERC	104

It is agreed that the Contractor shall calculate the Fuel Charge per load each month by multiplying the gallons/mile, as shown in each of the payment sub-sections (10.17.1 through 10.17.2) listed above, by the Diesel Fuel Price per Gallon. The Diesel Fuel Price per Gallon shall be the US On-Road Diesel Fuel Price as published for the last week of the month by the Energy Information Administration (EIA) of the Department of Energy (New England PADD1A) for the month. The Fuel Charge for the month for each payment sub-section (10.17.1 through 10.17.2) is then calculated by multiplying the gallons/mile (sub-section 10.17.1 or 10.17.2) by the Round -Trip Mileage. This product equals the number of gallons of diesel fuel required to deliver one load of solid waste from the SWH Facility to the Disposal Facility and return to the SWH Facility. The number of gallons of diesel fuel is then multiplied by the Diesel Fuel Price per Gallon.

Sample Calculation (Transfer Solid Waste): If the Contractor delivers one (1) Tractor/trailer load of Transfer Solid Waste from the SWH Facility to CRM in the month of January and the average price paid by the Contractor for US On-Road Diesel Fuel for the month was \$2.75 per gallon the Fuel Charge is calculated as follows.

0.23 gallons/mile (10.17.1) X 104 miles = 23.92 gallons diesel fuel

23.92 gallons X \$2.75 price per gallon = \$65.78 (Fuel Charge)

The following fee categories have no fuel charge: 10.1 Access Fee, 10.3.1 SWH Recycling Center Fee, 10.4 Compostable Organic Waste, 10.11 Freon/Mercury Removal, 10.12 Inert Fill, 10.13 Universal Waste and 10.14 Hot Loads.

- 10.18 Surcharge:** In the event, the cost of an item, other than fuel, or service that is necessary or required by this contract for the performance of this contract increases by more than fifteen (15%) percent in any contract year, the Contractor and the Town agree to use their best efforts to negotiate a reasonable increase in the rates affected to compensate the Contractor for said increase. The Contractor will provide a copy of written documentation of said increase from the provider of the item or service to the Town.
- 10.19 Wait Time Fee:** The Contractor expects to arrive at the Disposal Facility-MSW and depart the Disposal Facility-MSW within one (1) hour. In the event the difference in arrival and departure time is greater than one (1) hour the Contractor may additionally charge Twenty-five (\$25.00) dollars for each 15-minute interval in excess of one (1) hour. The Town shall additionally pay the Contractor the Town's share of the Wait Time Fee. The Town's share of the Wait Time Fee shall be calculated in the same manner as the Town's share of the total Transfer Solid Waste delivered to the Disposal Facility-MSW for the same month the Wait Time Fee occurred as described in section 11.0.
- 11.0 Payments to Disposal Facility-MSW:** It is agreed by the parties that the Town, and not the Contractor, shall pay Disposal Facility-MSW disposal fees directly to Disposal Facility-MSW. The Contractor shall prepare monthly statements showing the Town's share of the weekly invoices that Disposal Facility-MSW have provided the Contractor for the Transfer Solid Waste delivered by the Contractor. The statements shall be prepared as follows:
- 11.1** The Contractor, after receipt of the weekly Disposal Facility-MSW invoices for each month, shall calculate the Town's share of the total Transfer Solid Waste and delivered to said Disposal Facilities by dividing the tonnage of Transfer Solid Waste received at the SWH Facility from the Town during that month by the total Transfer Solid Waste tonnage received at the SWH Facility during said month. That fraction or percentage, when multiplied by the total of the invoices from Disposal Facility-MSW for that month, will provide the amount owed by the Town each month directly to Disposal Facility-MSW For

example: If (a) the Town delivers 100 tons of Transfer Solid Waste in a month, (b) the total Transfer Solid Waste received that month is 400 tons, and (c) the Disposal Facility-MSW invoices for the month total \$18,000 – the amount due from the Town to Disposal Facility-MSW that month is \$4,500.

- 11.1.1 After completing those calculations each month, the Contractor will deliver to the Town, either in person, via e-mail or via U.S. Mail, copies of (a) the weekly invoices received from Disposal Facility-MSW, (b) a sheet showing the total Transfer Solid Waste received that month, as well as the Transfer Solid Waste Tonnage received from the Town that month, and (c) a statement prepared by the Contractor showing the calculation of the amounts owed by each town to Disposal Facility-MSW.
- 11.1.2 To ensure that the Contractor receives the income under this Contract as anticipated by these parties, the Town agrees (a) that all Permissible Wastes collected in the Town on behalf of the Town shall be delivered to the Contractor's SWH Facility, and (b) that the Town shall not pay to the Disposal Facility-CDD, Disposal Facility-MSW, Disposal Facility-Recycle, Disposal Facility-Tires and Disposal Facility-Green Wood Waste disposal fees other than those attributable to Permissible Wastes delivered by the Contractor except the Town may pay the Disposal Facility-Recycle for Single Sort Recycling (Option#1) delivered by the Town or its authorized agents to the Disposal Facility-Recycle. In the event the Town or its authorized agent delivers a condemned recycle load the Town shall contact the Contractor regarding the disposition of the condemned load. The Town shall not pay disposal fees for Recycling Option #2 delivered to the Disposal Facility-Recycle by the Town or its authorized agents.
- 11.2 In the event Disposal Facility-MSW refuses to accept delivery of Transfer Solid Waste by the Contractor due to non-payment by the Town for its share of the Disposal Facility-MSW fees as calculated above, the Town agrees to the following:
  - 11.2.1 After the Contractor has been notified by Disposal Facility-MSW of its refusal to accept deliveries of Transfer Solid Waste from the Town, the Contractor shall verify with the Town of said non-payment and inform the Town that deliveries of Transfer Solid Waste from the Town to the SWH Facility will not be accepted until the Contractor has been notified by Disposal Facility-MSW that the non-payment issue has been resolved between the Town and Disposal Facility-MSW. Upon receipt of said notification the Contractor shall resume acceptance of Transfer Solid Waste from the Town at the SWH Facility and resume deliveries of Transfer Solid Waste to Disposal Facility-MSW.
  - 11.2.2 To compensate the Contractor as if the Transfer Solid Waste had been delivered and to additionally compensate the Contractor for all other expenses incurred by the Contractor due to the Contractor's refusal to accept said delivery of Transfer Solid Waste by Disposal Facility-MSW. Said expenses incurred by the Contractor may include but not be limited to additional wait time, transportation or Disposal Facility-MSW disposal fees paid by the Contractor for the Town.
  - 11.2.3 The Contractor's refusal to accept Transfer Solid Waste from the Town, its Authorized Agents or Authorized Individuals at the SWH Facility shall not be considered a breach or default of this contract. The Town shall resolve said non-payment issues with Disposal Facility-MSW as soon as possible so the Contractor may resume the acceptance of Transfer Solid Waste from the Town, its Authorized Agents and Authorized Individuals at the SWH Facility and deliver said Transfer Solid Waste to Disposal Facility-MSW.
  - 11.2.4 The Town shall use its best efforts to satisfactorily resolve the matter of non-payment with Disposal Facility-MSW as soon as possible.
  - 11.2.5 **Payments for Disposal Facility-Recycle Option #1:** It is agreed by the parties that the Town, and not the Contractor, shall pay Disposal Facility-Recycle (option #1) disposal fees directly to Disposal Facility-Recycle. It is agreed by the Parties that the Contractor shall also prepare monthly statements showing the Town's share of the weekly invoices that Disposal Facility-Recycle have provided the Contractor for the Single Sort Recycling items (Option #1) delivered by the Contractor. The Parties agree to conform to the

terms and conditions of sections 11.0 through 11.2.4 as if it were written for Disposal Facility-Recycle (Option #1).

## **12.0 Alternate Disposal Sites.**

- 12.1 Transfer Solid Waste:** In the event CRM the primary Disposal Facility-MSW is not available to the Contractor and an alternate Disposal Facility-MSW must be used, the Contractor agrees to use the alternate Disposal Facility-MSW as directed by the Town or its agent or designee, including but not necessarily limited to the MRC. The Town agrees to additionally pay the contractor (\$0.16) per ton per mile for the difference in round-trip road miles from the primary Disposal Facility-MSW and to the alternate Disposal Facility-MSW.
- 12.2 Green Wood Wastes:** In the event the primary Disposal Facility-Green Wood Waste is not available to the contractor, the contractor shall use its best efforts to locate an alternate Disposal Facility-Green Wood Waste that accepts Green Wood Wastes at the Green Wood Waste specifications the Contractor presently produces. The Town agrees to additionally pay the contractor one (\$0.16) per ton per mile for the difference in round-trip road miles from the SWH Facility to the primary Disposal Facility-Green Wood Waste and to the alternate Disposal Facility-Green Wood Waste for the Green Wood Waste that Town or its authorized agents delivered to the SWH Facility.
- 12.3 CDD:** In the event the primary Disposal Facility-CDD is not available to the contractor, the contractor shall use its best efforts to locate an alternate Disposal Facility-CDD that accepts CDD at the CDD specifications the Contractor presently produces. In the event there are no Disposal Facility-CDD located within seventy (70) road miles of the SWH Facility, the Contractor shall use its best efforts to locate an alternate Disposal Facility-CDD. If the alternate Disposal Facility-CDD is more than seventy (70) road miles from the SWH Facility. The Town agrees to additionally pay the contractor one (\$0.16) per ton per mile for the difference in round-trip road miles from the SWH Facility to the primary Disposal Facility-CDD and to the alternate Disposal Facility-CDD for the CDD that Town or its authorized agents delivered to the SWH Facility.
- 12.4 No Alternative Site Available:** In the event an alternate Disposal Facility for a specific Permissible Waste is not found in the State of Maine, the Contractor may combine said Permissible Waste with another Permissible Waste to the extent the Alternate Disposal Facility will accept the mixture of the Permissible Wastes
- ## **13.0 Insurance.**
- 13.1 Contractor Insurance:** The Contractor, at its own expense, shall maintain the following insurance policies during the term of this Agreement and shall provide the Town evidence of coverage as applicable, with certificates of coverage of insurance naming the Town as an additional insured for each contract year of this contract.
- 13.1.1 Commercial General Liability Policy** with minimum coverage for completed products and operations in the amount of Two Million (\$2,000,000.00) dollars for injury or death to one person and One Million (\$1,000,000.00) dollars for any single accident.
- 13.1.2 Automobile Liability Policy** on all vehicles used to provide services under this Agreement with minimum limits of One Million (\$1,000,000.00) per occurrence.
- 13.1.3 Workers Compensation Policy** covering all employees of the Contractor used to provide services under this Agreement in accordance with Maine law.
- 13.2 Town Insurance:** Town shall provide the Contractor with evidence, in the form of certificates of coverage of insurance, that the Town making waste deliveries to the SWH Facility has obtained self-insurance risk pool coverage or insurance coverage in amounts required by law to cover claims arising out of the Town's operation of motor vehicles at the SWH Facility.

**14.0 Subcontract:** It is understood that from time to time the Contractor may choose to subcontract portions of this Agreement to third parties who are not a party to, and are not bound by, the terms of this Agreement to provide the Town with the services contemplated by this Agreement. The Contractor shall at all times remain responsible to the Town for performance of this Contract, notwithstanding any such assignment.

**15.0 Default; Termination.**

**15.1 Default by the Contractor:**

**15.1.1** The Contractor shall be in default if it fails to provide the Substantive Services required in this Contract, unless such failure is caused by (i) a change in laws or regulations of the Maine Department of Environmental Protection, the United States Environmental Protection Agency, or other governmental entity or agency, (ii) Force Majeure as provided below, or (iii) eminent domain.

**15.1.2** Substantive Services are only those services that, if they are not performed, would substantially impede the Town's ability to dispose of its Permissible Wastes and Recyclable Items.

**15.1.3** If the Town believes that the Contractor is in default, the Town shall provide the Contractor with notice itemizing the substantive service(s) that it has failed to provide, and the Town shall invite the Contractor to meet and discuss those items.

**15.1.4** If the parties cannot resolve those items to their mutual satisfaction, they shall engage the services of a disinterested alternative dispute resolution arbitrator who will render a binding ruling as to whether the Contractor has failed to provide Substantive Services and is in default;

**15.2 Default by the Towns:**

**15.2.1** The Town shall be in default if it fails to meet its Substantive Obligations required under this Contract.

**15.2.2** Substantive Obligations include failure to pay to the Contractor any sums owed to it, as well as those obligations that would substantially impede the Contractor's ability to manage the SWH Facility or to deliver Transfer Solid Waste to Disposal Facility-MSW and other Solid Waste disposal facilities used by the Contractor.

**15.2.3** If the Contractor believes the Town is in default, the Contractor shall provide the Town with notice itemizing the substantive obligations that it has failed to perform, and the Contractor shall invite the representative of the Town to meet and discuss those items.

**15.2.4** If the parties cannot resolve those items to their mutual satisfaction, they shall engage the services of a disinterested alternative dispute resolution arbitrator who will render a binding ruling as to whether the Town has failed to perform Substantive Obligations and is in default;

**15.3 Remedies Available to the Town:**

**15.3.1** If the Contractor is in default as provided above, for a reason not caused by (i) a change in laws or regulations of the Maine Department of Environmental Protection, the United States Environmental Protection Agency, or any other governmental entity or agency, (ii) Force Majeure, or (iii) eminent domain, the Contractor shall have thirty (30) days to cure the default found by the arbitrator or agreed by the parties.

**15.3.2** If the Contractor cannot cure the default within thirty (30) days, but will be able to do so within the hundred twenty (120) days, the Town may enter into a temporary agreement with another person or entity to provide those services until the Contractor has cured that default – and during that period of time the Town shall not be obligated to pay the Contractor for the Substantive Service(s) that it is unable to perform.

**15.3.3** If the Contractor cannot cure that default within one hundred twenty (120) days, the Town shall have the right to terminate this Contract. Termination of this Contract is the Town's sole remedy and upon termination the parties' obligations to each other shall end, provided that the Town has paid all sums owed to the Contractor.

**15.4 Remedies Available to the Contractor:**

**15.4.1** If the Town is in default as provided above, the Town shall have thirty (30) days to cure the default found by the arbitrator or agreed by the parties.



- 15.4.2 If the Town does not cure that default within thirty (30) days, the Contractor may have all remedies available under law or equity, including but not limited to a suit for injunctive relief and/or for monetary damages, attorney fees and costs.
- 15.4.3 If the Town does not cure that default within thirty (30) days, the Contractor shall have the option of also terminating this Contract and/or bringing an action for breach of contract with remedies as provided above and by law.
- 16.0 **Force Majeure.** Neither party shall be liable to the other for any failure or delay in performance of this Agreement which may be due in whole or in part to any contingency, delay, failure, cause or occurrence of any act of nature beyond the reasonable control of that party, whether or not it is presently occurring or occurs in the future, including without limiting the generality of the foregoing: fire, explosion, gaseous emissions, earthquake, storm, flood, or other adverse weather conditions, accident involving or breakdown of machinery or facility involved in the performance of this Agreement from any cause whatsoever, strike, lockout, combination of workmen or other labor difficulties (from whatever cause arising, and whether or not the demands of the employees are reasonable or within the parties power to grant), war, insurrection, riot, act of God or the public enemy, law, act, proclamation, judgment, or decree of a court of competent jurisdiction. In any such event, the party shall use its best efforts to resume performance of its obligations as soon as possible
- 17.0 **Miscellaneous.**
- 17.1 **Effective Date.** By signing this Agreement the Town agrees that the voters of the Town at a town meeting have voted in the affirmative to accept an article that authorized their Board of Selectmen to enter into a Solid Waste Contract with the Contractor under the terms and condition as stipulated herein.
- 17.2 **Notices.** All notices required by or useful under the terms of this Agreement shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:
- If to the Contractor:* E.M.R., Inc.  
Attn: Ben C. Worcester, III  
P.O. Box 787  
Southwest Harbor, ME 04679
- If to Town:* Town of Mount Desert  
P. O. Box 248  
Northeast Harbor, Maine 04662
- 17.3 **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and fully supersedes all other prior, contemporaneous understandings or agreements, written or oral, between the Contractor and the Town relating to the specific subject matter of this Agreement and the transactions contemplated hereby. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.
- 17.4 **Amendments.** This Agreement may be amended only with the concurring written consent of both of the parties hereto. The Town's Board of Selectmen shall, after due notice of and vote at a public meeting, have authority to negotiate and consent to any amendment to the terms of this Agreement.
- 17.5 **Severability.** In case any one or more of the provisions of the Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

- 17.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.
- 17.7 **Governing Law.** This Agreement shall be governed and construed according to the laws of the State of Maine.
- 17.8 **Venue for Suits.** With the exception of paragraph 16.0 above, any action or suit by either party to enforce any of the terms, conditions, covenants or obligations of this Agreement must be brought, if at all, in the District or Superior Courts of Hancock County, Maine, and otherwise shall be barred.
- 17.9 **Immunities Retained.** Nothing in this agreement shall be deemed in any manner or for any purpose to limit, waive or impair any immunity from judgment or suit or limitation on damages presently enjoyed by the Town under provisions of the Maine Tort Claims Act, 14 MRSA section 8101 *et seq.*, as amended, or other provisions of law.
- 17.10 **No Joint Venture.** Nothing in this Agreement shall be deemed to create a joint venture, partnership, or similar association between the Contractor and the Town, or to impose any shared liabilities for legal claims beyond those existing by law.
- 17.11 **Attorneys' Fees.** If any action, at law or in equity, is necessary to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' and experts' fees, costs and necessary disbursements from the non-successful Party in addition to any other relief to which it may be entitled.
- 17.12 **Parties in Interest.** Nothing in this Agreement, expressed or implied, is intended, or shall be construed to confer upon any person, firm, or corporation, other than the Contractor and the Town any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Contractor and the Town.
- 17.13 **Assignment.** This Agreement shall not be assigned without the prior written consent of the Contractor and Town; however such a request shall not be unreasonably withheld.

IN WITNESS WHEREOF, The Town, the Contractor and the Selectmen of the Towns or their authorized representative have executed this agreement in duplicate originals as of the date first written above.

Signature on next Page

Remainder of Page Blank

Recycling Options: (Check or Circle one)

- 1.  7.3.1 Single Sort Recycling (Option #1)
- 2.  7.3.2 Recycling Option #2
- 3.  None

### Signature Page

E.M.R., INC.

*Sybil J. Porter*  
Witness

(By) *Ben C. Worcester, III*  
Ben C. Worcester, III  
It's Vice President

Town of Mount Desert

*Chaim Woolfolk*  
Witness

(By) *[Signature]*  
Chairman  
Selectmen

*Chaim Woolfolk*  
Witness

(By) *Matthew Gordon*  
Selectmen

*Chaim Woolfolk*  
Witness

(By) *Matthew Hart*  
Selectmen

*Chaim Woolfolk*  
Witness

(By) *Neil H. Little*  
Selectmen

*Chaim Woolfolk*  
Witness

(By) *[Signature]*  
Selectmen



**NEW BUSINESS**



MOUNT DESERT SCHOOL DEPARTMENT							Revised 1/29/2024
	22-23 Actual Receipts	23-24 Current Budget	23-24 Anticipated Receipts	24-25 Proposed Budget	Difference \$	% Difference	
<b>Fund Balance</b>							
0000-0000-450000 Carryover	850,449	565,842	552,567	52,286	(513,556)	-90.76%	Saving \$100K
<b>Revenues</b>							
0000-0000-413110 Tuition	-	-	-	-	-	#DIV/0!	
0000-0000-419908 Miscellaneous	-	-	-	-	-	#DIV/0!	
0000-0000-452000 Fund Transfers from Reserves	-	-	-	-	-	#DIV/0!	
0000-0000-431500 NBCT Stipend Reimbursement	6,000	-	-	-	-	#DIV/0!	
0000-0000-431210 State Agency Client Revenue	-	-	-	-	-	#DIV/0!	
0000-0000-431110 State Subsidy	299,026	260,000	264,938	310,000	50,000	19.23%	Prelim. Printout
<b>Property Taxes</b>							
0000-0000-412130 Town Appropriation	3,828,456	4,379,142	4,379,142	5,159,078	779,936	17.81%	
<b>Articles 86 &amp; 88</b>							
0000-0000-412120 Debt Service Apprpr.	285,154	-	-	-	-	#DIV/0!	
<b>Article 87</b>							
Total Revenues	5,269,085	5,204,984	5,196,647	5,521,364	316,380	6.08%	
<b>Total Town Appropriation</b>							
				\$ 5,159,078	\$ 779,936	17.81%	
							\$32.94 Diff in Taxes/100,000 Valuation
<b>Reserves:</b>							
Maintenance	\$ 154,587						
Bus	\$ 45,706						
Special Education	\$ 123,433						
<b>Total Salaries &amp; Benefits</b>		\$ 3,558,267		\$ 3,831,212			
<b>% of Budget</b>		68.36%		69.39%			

MOUNT DESERT SCHOOL DEPARTMENT						
	22-23 Actual Expend.	23-24 Current Budget	23-24 Anticipated Expend.	24-25 Proposed Budget	\$ Difference	% Difference
Regular Instruction						
1100-1000-510100	945,500	951,546	967,517	958,183	6,637	0.70%
Teacher's Salaries: 3-8						
1100-1000-510200	26,421	131,293	136,683	202,149	70,856	53.97%
Ed. Tech. Salaries/MTSS						4 Ed. Techs & MTSS
1100-1000-512300	59,827	28,125	28,125	30,000	1,875	6.67%
Substitutes						\$125/day
1100-1000-520100	50,785	56,332	57,277	56,725	393	0.70%
Benefits - 3-8 Teachers						
1100-1000-520200	1,402	8,500	8,092	11,967	3,467	40.79%
Benefits - Ed. Techs						
1100-1000-520300	2,705	2,150	2,150	2,295	145	6.74%
Benefits - Subs						
1100-1000-521100	199,242	215,797	188,091	178,866	(36,931)	-17.11%
BC/BS: Tchrs. 3-8						based on 10% rate incr - 82% S1000 Share
1100-1000-521200	12,938	31,589	31,900	60,624	29,035	91.91%
BC/BS: Ed. Techs.						based on 10% rate incr - 82% S1000 Share
1100-1000-521101	10,874	14,880	14,500	16,500	1,620	10.89%
Deductible Coverage & Fees						
1100-1000-525100	-	15,000	15,000	36,500	21,500	143.33%
Tuition Reimb.: Taxable						graduate courses
1100-1000-525101	3,584	-	-	-	-	#DIV/0!
Tuition Reimb.: Non-Tax.						
1100-1000-526200	-	1,500	500	1,500	-	0.00%
Unemployment						
1100-1000-527100	27,480	28,000	24,000	28,000	-	0.00%
Worker's Comp. Insurance						based on payroll & experience modifier
1100-2190-534000	-	500	500	500	-	0.00%
Prof. Svcs.: 504						
1100-1000-543000	468	500	500	650	150	30.00%
Contr. Svcs.: Equip. Repair						
1100-1000-558000	2,035	1,800	1,800	2,200	400	22.22%
Staff Travel: 3-8						
1100-1000-561000	26,489	33,000	33,000	33,000	-	0.00%
Teaching Supplies: 3-8						
1100-1000-564000	3,034	6,800	6,800	2,200	(4,600)	-67.65%
Textbooks, Trade Bks: 3-8						
1100-1000-564200	-	1,250	1,250	3,000	1,750	140.00%
Prof. Books & Periodicals: 3-8						
1100-1000-573000	2,052	5,000	5,000	9,100	4,100	82.00%
Replace/Purch of Equip.: 3-8						includes furniture money
1100-1000-581000	2,544	4,500	4,500	3,100	(1,400)	-31.11%
Dues, Fees, Conf.: 3-8						
1100-1000-589005	5,891	7,000	7,000	7,000	-	0.00%
Special Acad Programs						Arts Week/SEA Camp
1100-1000-590000	-	14,000	14,000	14,000	-	0.00%
Contingency (Personnel)						
1120-1000-510100	236,948	261,445	237,212	325,712	64,267	24.58%
Teacher Sai: K-2						4 Tchrs -K-2 plus Literacy Spec.
1120-1000-520100	12,949	15,478	14,042	19,282	3,804	24.58%
Benefits - K-2 Teachers						
1120-1000-521100	51,571	60,171	66,495	98,679	38,508	64.00%
BC/BS: K-2 Teachers						based on 10% rate incr - 82% S1000 Share
1120-1000-558000	3,764	4,800	4,800	6,400	1,600	33.33%
Deductible Coverage						
1120-1000-558000	427	500	500	900	400	80.00%
Staff Travel: K-2						
1120-1000-561000	6,779	9,500	9,500	3,150	(6,350)	-66.84%
Teaching Supplies: K-2						
1120-1000-564000	1,940	2,000	2,000	900	(1,100)	-55.00%
Textbooks, Trade Bks: K-2						
1120-1000-564200	-	750	750	500	(250)	-33.33%
Prof. Books & Periodicals: K-2						
1120-1000-573000	812	1,700	1,700	6,500	4,800	282.35%
Replace/Purch of Equip.: K-2						2nd Kindergarten Classroom
1120-1000-581000	704	1,275	1,275	1,000	(275)	-21.57%
Dues, Fees, Conf.: K-2						





MOUNT DESERT SCHOOL DEPARTMENT									
	22-23	23-24	23-24	23-24	24-25				
	Actual	Current	Anticipated	Proposed		Difference	Difference	Difference	%
Special Education	Expend.	Budget	Expend.	Budget		\$	\$	\$	
<b>Special Education</b>									
<b>Special Education</b>									
2200-1000-510100	Teacher Salaries: Resrce Rm.	92,876	103,066	111,405	13,606	13,606	13,606	13.91%	2 Teachers
2100-1000-510200	Ed. Tech. Salaries	138,916	155,729	148,416	(26,584)	(26,584)	(26,584)	-15.19%	5 Ed. Techs
2200-1000-520100	Retire./Medicare - Teachers	4,993	6,102	6,595	805	805	805	13.90%	
2100-1000-520200	Retire./ Medicare - Ed. Techs.	8,555	10,500	9,219	(212)	(212)	(212)	-2.02%	
2200-1000-521100	BC/BS: Teachers	18,286	17,563	38,189	24,445	24,445	24,445	139.18%	based on 10% rate incr - 82% S1000 Share
2100-1000-521200	BC/BS: Ed. Techs.	57,561	95,000	50,137	(24,624)	(24,624)	(24,624)	-25.92%	based on 10% rate incr - 82% S1000 Share
	Deductible Coverage	3,711	9,600	7,200	(2,400)	(2,400)	(2,400)	-25.00%	
2200-1000-543000	Contr. Svcs.: Equip. Repair	-	600	600	-	600	600	0.00%	
2200-1000-556000	Tuition: Sp. Ed./Reserve Trnsf	2,407	-	-	-	-	-	#DIV/0!	AOS reserve at max amount
2200-1000-59001	Transf to Local Reserve	20,000	20,000	20,000	-	20,000	20,000	0.00%	Addition to Local Spec Ed Reserve
2200-1000-558000	Staff Travel	-	500	500	-	500	500	0.00%	
2200-1000-561000	Res. Rm.: Teach. Supplies	3,483	4,000	4,000	-	4,000	4,000	0.00%	Incl. OT/PT Supplies
2200-1000-561001	Res. Rm.: Testing Materials	214	600	600	-	600	600	0.00%	
2200-1000-564000	Textbooks & Trade Books	296	2,900	3,100	2,900	2,900	2,900	0.00%	
2200-1000-565000	Tech Related Software	1,274	2,000	2,000	2,000	2,000	2,000	0.00%	
2200-1000-573000	Res. Rm.:Purchase of Equip.	748	1,800	1,800	1,800	1,800	1,800	0.00%	Incl. OT/PT Equip
2200-1000-581000	Res. Rm.:Dues, Fees, Conf.	1,200	900	900	900	900	900	0.00%	
2500-2330-534400	Assessment: Spec. Svcs.	82,462	90,710	90,710	94,282	3,572	3,572	3.94%	fixed to a district formula
2500-2330-581200	Dues Fees - Same Goal	916	950	950	950	950	950	0.00%	
2800-2140-534400	Prof. Svcs.: Therapy/Counsel.	558	5,000	2,500	(2,500)	(2,500)	(2,500)	-50.00%	For Outside Assessments/Counseling
2800-2150-510100	Teacher Salaries: Speech	78,854	80,165	40,500	64,778	(15,387)	64,778	-19.19%	
2800-2150-510101	Salary: Interpreter	59,634	63,444	62,020	66,113	2,669	66,113	4.21%	
2800-2150-520100	Retire./Medicare - Speech	3,121	4,746	590	3,835	(911)	3,835	-19.20%	
2800-2150-520101	Retire./Medicare - Interpreter	3,158	3,756	3,672	3,914	158	3,914	4.21%	
2800-2150-521100	BC/BS: Speech	7,983	8,781	-	25,534	16,753	25,534	190.79%	based on 10% rate incr - 82% S1000 Share
2800-2150-521101	BC/BS: Interpreter	21,899	24,089	23,213	25,534	1,445	25,534	6.00%	
	Deductible Coverage	2,832	800	1,600	3,200	2,400	3,200	300.00%	
2800-2150-561000	Speech: Teaching Supplies	-	300	300	-	300	300	0.00%	
2800-2150-561001	Speech: Testing Materials	180	1,000	1,000	1,000	-	1,000	0.00%	Testing Materials needed
2800-2150-573000	Speech: Equipment	3,012	2,100	2,100	2,100	-	2,100	0.00%	Remote mics
2800-2150-581000	Speech: Dues/Fees/Conf.	-	350	350	350	-	350	0.00%	
2800-2460-534400	Other Prof Svcs-OT	15,751	30,000	25,000	(5,000)	(5,000)	(5,000)	-16.67%	
2800-2180-534400	Other Prof Svcs-PT	8,381	15,000	12,500	15,000	-	15,000	0.00%	
2800-2150-534400	Other Prof Svcs - Speech/Dot.cd	5,715	750	25,000	750	750	750	100.00%	
2810-1000-510100	Spec. Ed.: Summ. Schl.	10,933	5,000	10,000	10,000	10,000	10,000	200.00%	specialized summer school
2810-1000-520100	Medicare - Summ. Schl.	771	296	592	888	592	888	200.00%	
	Total Special Education	660,679	781,789	705,739	781,366	(423)	781,366	-0.05%	
	<b>Article 76</b>						<b>\$ 781,366</b>		
	<b>Special Education</b>						<b>\$</b>		

MOUNT DESERT SCHOOL DEPARTMENT									
	22-23	23-24	23-24	23-24	24-25				
	Actual	Current	Anticipated	Proposed					
	Expend.	Budget	Expend.	Budget	Difference	\$	Difference	%	Explanation
	Career & Technical Education								
	Article 77								
<b>Other Instruction</b>									
	Co-Curricular								
9100-1000-515000	Co-Curricular Stipends	18,794	30,000	26,405	27,170	(2,830)		-9.43%	
9100-1000-520000	Benefits - Co-Curric. Stipends	1,045	1,800	1,565	1,625	(175)		-9.72%	
9100-1000-589000	Wellness Incentives	2,027	2,000	2,000	2,000	-		0.00%	
9100-1000-581000	Dues / Fees / Conferences	-	-	-	3,600	3,600		#DIV/0!	Co-Curric. Field Trips
9100-2700-551000	Co-Curric: Transportation	-	1,000	500	500	(500)		-50.00%	
9200-1000-515000	Extra-Curric.: Athletic Stipend	32,874	46,500	46,484	50,138	3,638		7.82%	
9200-1000-515001	Contr. Svcs.: Officials, etc.	5,747	5,500	6,000	6,500	1,000		18.18%	
9200-1000-520000	Benefits - Extra-Curric.	1,970	3,500	3,253	3,510	10		0.29%	
9200-1000-520001	Benefits-Officials	29	50	50	50	-		0.00%	
9200-1000-558000	Athletic-Staff Travel	-	100	100	100	-		0.00%	
9200-1000-560000	Supplies	1,930	2,000	2,000	2,000	-		0.00%	
9200-1000-560500	Equipment & Uniforms	1,389	1,500	1,500	1,500	-		0.00%	
9200-1000-581000	Dues / Fees / Conferences	403	500	500	500	-		0.00%	
	<i>Total Co-Curricular</i>	66,208	94,450	90,357	99,193	4,743		5.02%	
	<b>Summer School</b>								
4300-1000-510100	Summer School/Homework Club	7,185	17,000	15,000	10,000	(7,000)		-41.18%	includes summer school and homework club staffing
4300-1000-520100	Benefits - Summer School	376	1,006	888	592	(414)		-41.15%	
	<i>Total Summer School</i>	7,561	18,006	15,888	10,592	(7,414)		-41.18%	
	<b>Article 78</b>								
	<b>Other Instruction</b>								
	<b>Student &amp; Staff Support</b>								
	<b>Guidance</b>								
0000-2120-510100	Salaries: Social Worker	63,502	67,439	75,394	81,033	13,594		20.16%	
0000-2120-520100	Retire./Medicare	3,291	3,993	4,463	4,797	804		20.14%	
0000-2120-521100	Blue Cross/Blue Shield	21,899	24,089	23,213	25,534	1,445		6.00%	based on 10% rate incr - 82% S1000 Share
	Deductible Coverage	800	1,600	1,600	1,600	-		0.00%	
0000-2120-561000	Supplies	1,004	1,000	1,000	1,000	-		0.00%	
0000-2120-564000	Books & Periodicals	116	500	500	500	-		0.00%	
0000-2120-573000	Equipment	723	1,000	1,000	300	(700)		-70.00%	
0000-2120-581000	Dues, Fees, Conference	353	350	350	350	-		0.00%	
	<i>Total Guidance</i>	91,687	99,971	107,520	115,114	15,143		15.15%	
	<b>Health Services</b>								
0000-2130-510100	Salaries: Nurse	73,080	75,915	75,915	81,199	5,284		6.96%	
0000-2130-520100	Retire./Medicare	3,945	4,494	4,494	4,807	313		6.96%	
0000-2130-521100	Blue Cross / Blue Shield	17,992	19,792	19,072	20,980	1,188		6.00%	based on 10% rate incr - 82% S1000 Share
	Deductible Coverage	1,855	1,600	1,600	1,600	-		0.00%	
0000-2130-534000	Physician & Physicals	-	400	400	400	-		0.00%	
0000-2130-543000	Contr. Svcs.:Equip. Repair	141	225	200	225	-		0.00%	
0000-2130-552000	Malpractice Insurance	116	110	120	125	15		13.64%	
0000-2130-558000	Travel	-	200	200	200	-		0.00%	
0000-2130-560000	Supplies	622	1,200	1,000	1,000	(200)		-16.67%	supplies includes First Aid kits & Stop the Bleed
0000-2130-573000	Replace/Purch. Equipment	85	600	600	500	(100)		-16.67%	
0000-2130-581000	Dues / Fees / Conferences	-	250	250	250	-		0.00%	
0000-2130-589001	Flu Shots	384	450	385	450	-		0.00%	reimbursable money from the insurance company
	<i>Total Health Services</i>	98,221	105,236	104,236	111,736	6,500		6.18%	

**MOUNT DESERT SCHOOL DEPARTMENT**

	22-23	23-24	23-24	24-25		
	Actual	Current	Anticipated	Proposed	\$	%
<b>Student &amp; Staff Support</b>	Expend.	Budget	Expend.	Budget	Difference	Difference
<b>Improvement of Instruction</b>						
0000-2200-530000	71,773	80,571	80,571	88,918	8,347	10.36%
Assessment:Curric. & Techn.						summer work
0000-2210-510100	6,730	7,000	7,000	7,000	-	0.00%
Instructional Grants						Incl. Common Study Leaders
0000-2210-515000	3,573	3,500	3,500	5,000	1,500	42.86%
Mentors/CertComm						
0000-2210-520000	209	208	208	296	88	42.31%
Benefits Stipends						
0000-2210-520100	357	415	415	415	-	0.00%
Benefits - Instr. Grants						
0000-2212-533000	1,680	1,632	1,896	3,060	1,428	87.50%
Curriculum Work						\$20 per student 24-25
0000-2210-533002	2,000	2,000	3,000	-	(2,000)	-100.00%
Reading Recovery Cont. Hrs.						Not Continuing
0000-2210-533003	-	2,000	-	10,000	8,000	400.00%
Local Workshops/Speakers						Restorative Practices Training
<i>Total Improve. Of Instruction</i>	86,322	97,326	96,590	114,689	17,363	17.84%
<b>Library &amp; Audio Visual</b>						
0000-2220-532000	54,000	54,000	54,000	59,000	5,000	9.26%
Salaries: Librarian						
<i>Total Library &amp; AV</i>	54,000	54,000	54,000	59,000	5,000	9.26%
<b>Technology</b>						
0000-2230-510100	80,370	83,915	32,333	61,778	(22,137)	-26.38%
Technology Integrator						100% Time
0000-2230-510600	43,093	45,406	42,679	45,496	90	0.20%
Technology Coordinator						60% Time
0000-2230-520100	4,340	4,968	1,914	3,657	(1,311)	-26.39%
Benefits - Techn. Integrator						
0000-2230-520000	3,296	3,474	3,265	3,480	6	0.17%
Benefits - Techn. Coord.						
0000-2230-521100	5,000	5,000	23,213	25,534	20,534	410.68%
BC/BS - Techn. Integrator						based on 10% rate incr - 82% S1000 Share
0000-2230-521600	10,796	11,876	11,444	12,588	712	6.00%
BC/BS - Techn. Coord.						based on 10% rate incr - 82% S1000 Share
Deductible Coverage		960	-	1,600	640	66.67%
0000-2230-543200	443	2,500	2,500	2,500	-	0.00%
Contr. Svcs.:Equip. Repair						
0000-2230-558000	200	300	300	300	-	0.00%
Staff Travel						
0000-2230-560000	5,311	7,000	5,000	5,000	(2,000)	-28.57%
Supplies						copier/print supplies
0000-2230-565000	2,747	4,250	4,250	4,250	-	0.00%
Computer Software						STEAM Licenses / Audible Subscriptions
0000-2230-565002	16,278	26,000	26,000	51,784	25,784	99.17%
Softw/Site Licenses - AOS91						
0000-2230-573400	28,529	32,000	32,000	32,000	-	0.00%
Technology Equipment						Staff laptops.student computer leases, Tech Dir Computer
0000-2230-581000	66	200	300	400	200	100.00%
Dues / Fees / Conferences						
<i>Total Technology</i>	200,468	227,849	185,198	250,367	22,518	
<b>Article 79</b>				\$ 650,906		
<b>Student &amp; Staff Support</b>						
<b>System Administration</b>						
<b>Office of Superintendent</b>						
0000-2320-534100	100,279	95,512	95,512	99,081	3,569	3.74%
Assessment: Administration						Decr. In % paid fr 11.92% to 11.79%
<i>Total Office of Supt.</i>	100,279	95,512	95,512	99,081	3,569	3.74%
<b>System Administration</b>						
<b>School Committee</b>						
0000-2310-515000	2,200	2,200	2,200	2,200	-	0.00%
Salaries: School Committee						
0000-2310-520000	168	168	168	168	-	0.00%
Soc. Sec. / Medicare						
0000-2310-534000	8,392	17,000	15,000	17,000	-	0.00%
Prof. Svcs.: Legal & Audit						
0000-2310-581000	1,518	1,400	1,900	1,900	500	35.71%
Dues / Fees / Conferences						
<i>Total School Committee</i>	12,278	20,768	19,268	21,268	500	2.41%
<b>Article 80</b>				\$ 120,349		
<b>System Administration</b>						

**MOUNT DESERT SCHOOL DEPARTMENT**

		22-23	23-24	23-24	23-24	24-25		
		Actual	Current	Anticipated	Proposed	Difference	%	
		Expend.	Budget	Expend.	Budget	Difference	Difference	Explanation
<b>School Administration</b>								
	Office of Principal							
0000-2410-510400	Salaries: Principal	109,029	113,390	108,000	115,020	1,630	1.44%	
0000-2410-511800	Salaries: Secretaries	92,659	87,579	90,896	95,901	8,322	9.50%	
0000-2410-520400	Benefits - Principal	5,698	6,713	6,394	6,809	96	1.43%	
0000-2410-520800	Benefits - Secretaries	11,734	11,576	12,000	12,297	721	6.23%	Soc Sec/Med (7.65%) & PLD for some (9.9% for 24-25)
0000-2410-521400	BC/BS - Principal	21,899	24,089	14,976	16,474	(7,615)	-31.61%	based on 10% rate incr - 82% S1000 Share
0000-2410-521401	BC/BC - Secretaries	43,728	48,178	46,426	51,069	2,891	6.00%	based on 10% rate incr - 82% S1000 Share
	Deductible Coverage	3,436	4,800	4,800	4,800	-	0.00%	
0000-2410-544450	Copier Lease	7,752	7,753	7,753	7,753	-	0.00%	
0000-2410-554000	Advertising	4,711	4,000	4,000	4,000	-	0.00%	
0000-2410-558000	Staff Travel	1,452	2,000	1,500	1,000	(1,000)	-50.00%	
0000-2410-560000	Office Supplies / Postage	3,129	4,200	4,000	4,200	-	0.00%	
0000-2410-573000	Replace/Purchase Equipment	420	600	600	400	(200)	-33.33%	
0000-2410-581000	Dues / Fees / Conferences	2,575	1,500	1,000	1,000	(500)	-33.33%	MPA
0000-2410-589000	Miscellaneous/ Bank Svc.Fees	5,163	5,000	5,000	8,500	3,500	70.00%	Incl. Field Trips
	Total Office of Principal	313,385	321,378	307,345	329,223	7,845	2.44%	
	<b>Article 81</b>				<b>\$ 329,223</b>			
<b>Transportation and Buses</b>								
	Student Transportation							
0000-2700-511800	Salaries: Bus Drivers	98,761	84,574	88,000	92,000	7,426	8.78%	
0000-2700-520800	Benefits - Bus Drivers	9,602	11,820	9,630	12,596	776	6.57%	Soc Sec/Med (7.65%) & PLD for some (9.9% for 24-25)
0000-2700-521800	BC/BS: Bus Drivers	8,689	17,562	17,998	53,000	35,438	201.79%	based on 10% rate incr - 82% S1000 Share
	Deductible Coverage	1,250	2,400	2,400	4,000	1,600	66.67%	
0000-2700-534000	Physicals & Drug Testing	288	800	800	800	-	0.00%	
0000-2700-543000	Contr. Svc.: Bus Repairs	3,050	5,000	5,000	5,000	-	0.00%	
0000-2700-552000	Insurance: Bus	5,212	5,735	5,516	6,344	609	10.62%	
000-2700-55800	Staff Travel	-	500	350	500	-	0.00%	
0000-2700-560000	Supplies	28,121	22,000	25,000	25,000	3,000	13.64%	
0000-2700-562600	Fuel	27,197	28,000	29,000	30,000	2,000	7.14%	
0000-2700-573000	Replace/Purch. Of Equipment	-	250	310	250	-	0.00%	
0000-2700-573600	Purchase of School Bus/Reserv	29,999	30,000	30,000	30,000	-	0.00%	Bus Purchase - 4 yr. Lease Last Payment 3/15/2025
0000-2700-581000	Dues/ Fees/ Conference	-	150	150	150	-	0.00%	
0000-2700-589000	Miscellaneous	-	-	-	-	-	#DIV/0!	
0000-2750-551400	Transp. Purchased fr Private	-	-	-	-	-	#DIV/0!	
	Total Transportation	212,170	208,791	214,154	259,640	50,849	24.35%	
	<b>Article 82</b>				<b>\$ 259,640</b>			
	<b>Transportation &amp; Buses</b>							

MOUNT DESERT SCHOOL DEPARTMENT									
	22-23	23-24	23-24	23-24	24-25				
	Actual	Current	Anticipated	Proposed		\$	Difference	Difference	%
	Expend.	Budget	Expend.	Budget					
<b>Facilities Maintenance</b>									
<b>Operation &amp; Maint. Of Plant</b>									
0000-2600-511800	Salaries: Custodians	172,909	201,056	201,056	212,927	11,871			5.90%
0000-2600-520800	Soc. Sec. / Medicare / Retire.	24,616	23,724	29,270	29,770	6,046			25.48% Soc Sec/Med (7.65%) & PLD for some (9.9% for 24-25)
0000-2600-521800	Blue Cross / Blue Shield	46,961	48,365	46,607	51,267	2,902			6.00% based on 10% rate incr - 82% S1000 Share
	Deductible Coverage	2,465	3,200	4,000	4,000	800			25.00%
0000-2600-541000	Utility Svcs.: Sewer / Water	6,789	9,052	9,052	10,000	948			10.47%
0000-2600-552000	Insurance: Building/Equip.	17,154	18,870	19,684	22,636	3,766			19.96%
0000-2600-553200	Telephone	5,665	5,500	5,000	5,500	-			0.00%
0000-2600-558000	Staff Travel	272	300	300	300	-			0.00%
0000-2600-560000	Supplies	24,905	27,000	26,000	27,000	-			0.00%
0000-2600-562200	Electricity	55,211	50,000	53,000	53,000	3,000			6.00%
0000-2600-562300	L.P. Gas	1,240	4,500	3,500	4,000	(500)			-11.11%
0000-2600-562400	Heating Oil	51,610	54,000	51,000	54,000	-			0.00% 15000 g
0000-2600-573000	Replace/Purchase Equipment	-	9,000	9,000	5,000	(4,000)			-44.44%
0000-2600-581000	Dues / Fees / Conf.	140	750	750	750	-			0.00%
0000-2600-589005	Miscellaneous	-	-	-	-	-			#DIV/0!
0000-2600-590000	Contingency (Operating)	-	6,000	6,000	6,000	-			0.00%
0000-2620-543000	Repair & Maint.: Building	76,120	44,000	50,000	50,000	6,000			13.64% Incl. HVAC Monitoring System payments \$10,400
0000-2630-543000	Repair & Maint.: Grounds	12,432	17,000	15,000	15,000	(2,000)			-11.76% Irrigation Maint. / Lawn & field Maint.
0000-2630-543000	Repair & Maint.: Equip. Repair	128	5,000	3,500	1,500	(3,500)			-70.00%
	<i>Total Oper. &amp; Maint.</i>	498,619	527,317	532,719	552,650	25,333			4.80%
<b>Facilities Maintenance</b>									
<b>Capital Outlay</b>									
0000-2690-545002	Land & Improvements	3,565	7,000	7,000	50,000	43,000			614.29% Pre-K Playground
0000-2690-545001	Buildings	71,660	376,654	376,654	300,000	(76,654)			-20.35%
0000-2690-591000	Buildings (Transf to Reserve)	22,000	22,000	22,000	-	(22,000)			-100.00% Est Bal 6/30/24 \$ 154,587 // No Transf to Res 2024-25
0000-2690-573000	Equipment	-	-	-	10,000	10,000			#DIV/0! Pre-K Playground Equipment
	<i>Total Capital Outlay</i>	97,225	405,654	405,654	360,000	(45,654)			-11.25%
	<b>Article 83</b>					<b>\$ 912,650</b>			
<b>Debt Service</b>									
<b>Debt Service</b>									
0000-5100-583200	Interest	-	-	-	-	-			#DIV/0!
0000-5100-583100	Principal	285,153	-	-	-	-			#DIV/0! 11/1/2022 was the last payment
	<i>Total Debt Service</i>	285,153	-	-	-	-			#DIV/0!
	<b>Article 84</b>					<b>\$</b>			
<b>All Other Expenditures</b>									
<b>Food Services</b>									
0000-3100-591000	Food Services Transfer	75,000	75,000	75,000	80,000	5,000			6.67% Fund Balance 6/30/22 = \$ 10K
	<i>Total Food Services</i>	75,000	75,000	75,000	80,000	5,000			6.67%
	<b>Article 85</b>					<b>\$ 80,000</b>			
	<b>Grand Totals:</b>	4,716,518	5,204,984	5,044,361	5,521,364	316,380			6.08% Total Budget Increase
	<b>Article 89</b>					<b>\$ 5,521,364</b>			



## **Memorandum**

Date: February 29, 2024  
To: Selectboard  
From: Brian Henkel, Public Works Director  
Re: Somesville Sidewalk Construction Bids

The Town solicited bids for the construction of sidewalks in Somesville on January 26, 2024, the design was authorized at the Annual Town Meeting in 2023. Our consultant contacted numerous contractors to request bids and the Town received only one bid for \$743,690 from Gardner Concrete on February 22, 2024. The lone bid was received from a contractor that was not contacted by our consultant and the bid price was higher than anticipated. The bid also contained an error in its mathematical calculations of \$5,000. Due to this being a single bid, which is higher than anticipated, and that it contained errors, it is the recommendation of Public Works to reject this bid and rebid the project.

It was initially anticipated that the construction costs for this project would be included in a warrant article to fund several sidewalk projects. With the need to rebid this project, the construction cost will need to be addressed later, possibly with a warrant at the Annual Town Meeting in 2025. The warrant article for the other sidewalk projects in Seal Harbor and Northeast Harbor are anticipated to move forward.

While I am asking for the rejection of this bid, it has come to my attention that I failed to get authorization for the solicitation of this bid in the first place. That error was an oversight on my part, and I apologize to the Selectboard for that oversight.

Cc: Durlin Lunt, Town Manager  
Mae Wyler, Finance Director  
Claire Wolfolk, Town Clerk  
Enclosures: Bid – Somesville Gardner Concrete

SECTION 00 41 43 - BID FORM - UNIT PRICE

Bid Submitted To: Town of Mount Desert  
PO Box 248  
Northeast Harbor, ME 04662

Project Name: Somesville – 102 Main Street – New Sidewalk

Project No. C-0992

Date: 2/22/24  
Submitted by: Gardner Concrete  
(Full name and Address) Bryden A. Gardner  
PO Box 2104 Bangor, ME 04402

1.1 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this Bid Form in lawful money of the United States of America.

We have included the Bid security as required by the Instructions to Bidders.

Any applicable taxes have been included in Unit Prices.

Any Cash and Contingency Allowances are included in the Unit Prices.

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 30 days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award
- Commence Work within 30 days of acceptance of Contract Signing or Start Date as specified.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will: Commence on Dates specified.

Substantially Complete the Work by May 28, 2026.

1.4 UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed: Where quantity is not listed contractor MUST supply estimated quantity for that work task item.



10	Geotextile Fabric Mirafi 160 N	SY	20.00	370	\$ 7,400.00
11	Rip Rap, 4"-6" Angular Silt Loam Mix, With Seed Station 273+50	CY	300.00	40	\$ 12,000.00
12	Rip Rap 4" Angular	CY	300.00	50	\$ 15,000.00
	<b>Storm Drainage</b>				
13	Type F, 24" Square HS20 Basin Frame and Grate	EA	5,000.00	2	\$ 10,000.00
14	10" SDR35 Storm Drain Perforated Pipe	LF	150.00	213	\$ 31,950.00
15	6" SDR 35 Storm Drain From 10" along back of Walk	LF	60.00	260	\$ 15,600.00
16	12" Square Nylo-Plast Basin Frame and Grate (6" outlet)	EA	1,300.00	5	\$ 6,500.00
17	Ledge Removal, Trench	CY	700.00	50	\$ 35,000.00
	<b>Curb Installation</b>				\$
18	Type 1 Granite Curb 7" Reveal Set in Concrete	LF	130.00	919	\$ 119,470.00
19	8' Granite Curb Taper	EA	1,500.00	25	\$ 37,500.00
	<b>Asphalt Surface Preparation</b>				
		CY	50.00	CY	50.00
20	MDOT Type A Shoulder and Sidewalk Base	CY	70.00	198	\$ 13,860.00

	Miscellaneous				
30	Remove Reset Signage	LS	5,000.00	1	\$ 5,000.00
31	Reset Granite Steps 273+00, 273+75	LS	2,500.00		\$ 2,500.00
32	Detectable Warning Field at Crosswalk	EA	3,500.00	1	\$ 3,500.00
33	Sidewalk Ends Signage	EA	600.00	1	\$ 600.00
				Total Base Bid	\$ 743,690.00
	Quantities Basis In Place Measurement				

1.5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price

Addendum No. 1... Dated. 2/9/24

Addendum No. .... Dated.....

1.6 APPENDICES

A. The following documents are attached to and made a condition of the Bid:

- Bid security in form of Bid Bond
- List of Proposed Subcontractors
- List of Proposed Suppliers

**SPECIAL PROVISION 102.7.3  
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at Town of Mount Desert Town Office and Website. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into its Bid Package, and to reference the Amendment number and the date on the form below. The Municipality will not post Bid Amendments any later than 3 days before Bid opening without individually notifying all the planholders.

Amendment Number	Date
#1	2/9/24

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

2/22/24  
Date

CONTRACTOR

Bryden A. Gardner  
Signature of authorized representative

Bryden A. Gardner, Owner  
(Name and Title Printed)

# BID BOND

FCCI Insurance Company  
6300 University Parkway, Sarasota, FL 34240-3224

---

**CONTRACTOR:**

*(Name, legal status and address)*

**Bryden A. Gardner DBA Gardner Concrete**  
**PO Box 2104**  
**Bangor, ME 04402**

**OWNER:**

*(Name, legal status and address)*

**Town of Mount Desert**  
**PO Box 248**  
**Northeast Harbor, ME 04662**

**BOND AMOUNT: \$800,000.00**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Somesville New Sidewalk Improvements, Town of Mount Desert.**

**SURETY:**

*(Name, legal status and principal place of business)*

**FCCI Insurance Company**  
**6300 University Parkway**  
**Sarasota, FL 34240-3224**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2024.

**Bryden A. Gardner DBA Gardner Concrete**

Bryden A. Gardner  
(Principal) (Seal)

**Bryden A. Gardner, Owner**

(Title)

**FCCI Insurance Company**

Michael Varney  
(Surety) (Seal)

**Michael Varney, Attorney-In-Fact**

(Title)

B Alan Gardner  
(Witness)

Robert A. Hunt  
(Witness)

**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Timothy Varney; Michael Varney; Andrew Howard; Doreen Vorias

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): **\$20,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company

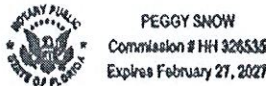


Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

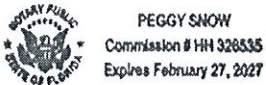


Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



Peggy Snow  
Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 22nd day of February, 2024

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



BRYDAAR-01

MHENNESSEY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Varney Agency-Calais 325 North St Calais, ME 04619	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (207) 454-2227      FAX (A/C, No): (207) 947-1243 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : <b>MMG Insurance</b></td> <td style="text-align: center;">15997</td> </tr> <tr> <td>INSURER B : <b>Maine Employers Mutual</b></td> <td style="text-align: center;">11149</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>MMG Insurance</b>	15997	INSURER B : <b>Maine Employers Mutual</b>	11149	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : <b>MMG Insurance</b>	15997														
INSURER B : <b>Maine Employers Mutual</b>	11149														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  Bryden Aaron Gardner dba Gardner Concrete PO Box 2104 Bangor, ME 04402															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SC13788987	12/28/2023	12/28/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> Y    N/A	1810116092	6/13/2023	6/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**
 Town of Mount Desert  
 PO Box 248  
 Mount Desert, ME 04662

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADDENDUM #1**  
**Somesville New Sidewalk Improvements -**

Issued to: Contractors

Project: Somesville New Sidewalks Improvements

From: Greg Johnston P.E., G. F. Johnston & Associates – *Consulting Civil Engineers*  
Frank Vickerson, Assistant Engineer, G. F. Johnston & Associates

This Addendum forms a part of the Contract described above. The original Bid document will remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below and by noting this Addendum on their Bid Form, Section 1 – Notice to Contractors.

---

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

Firm Name: Gardner Concrete  
Bryden A. Gardner  
Authorized Signature  
By: Bryden Aaron Gardner  
Title: Owner





**In Addendum #1-**

- A) The Bid Specification – Standard General Conditions – Article #2 – 2.04
  - Construction Substantially Complete by November 26, 2025
  - Construction Completion by May 28, 2026.
- B) Vertical Granit curbing – Sheet D-1

**A - Reference Portion of Addendum #1 was:**

Article 2 – Preliminary Matters - Sec 2.04 - Contract Times commence on October 21, 2024 and stop for Summer by May 29, 2025, to Restart October 20, 2025 and be **Substantially Completed by May 28, 2028.**

**Corrected to:**

**Substantially Completed by November 26, 2025, and Final Completed by May 28, 2026.**

**Title Page are correct.**

**B- Reference Portion of Addendum #1 was:**

Plan Set – Sheet D-1 - MDOT TYPE 1 CURB DETAIL – N.T.S

- 6" x 16" Vertical Granite Curbing

**Corrected to:**

5" x 16" Vertical Granite Curbing is permitted

## SOMESVILLE SIDEWALK - ADDENDUM

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

### ARTICLE 2 – PRELIMINARY MATTERS

#### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

#### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

#### 2.03 *Commencement of Contract Times; Notice to Proceed*

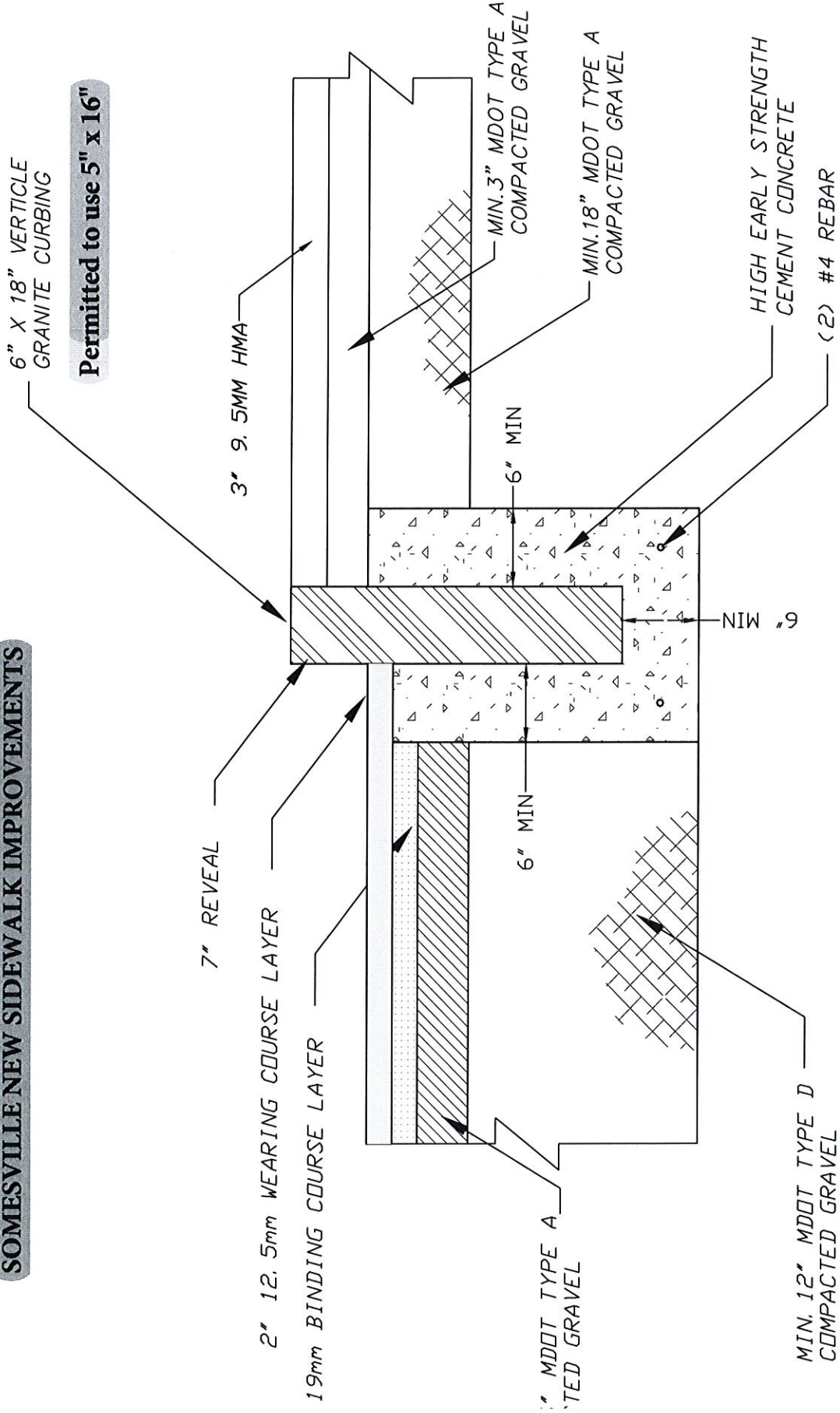
#### 2.04 *Contract Times commence on October 21, 2024, and stop for Summer by May 29, 2025, to Restart October 20, 2025 and be Substantially Completed by ~~May 28, 2028.~~ November 26, 2025, &*

**completed by May 28, 2026**

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

# STA. 268+33 TO 269+19

## SOMESVILLE NEW SIDEWALK IMPROVEMENTS



DETAIL SHEET D-1

## MDOT TYPE 1 CURB DETAIL

N.T.S.

# Somesville New Sidewalk Improvements

The Town of Mount Desert

## Specifications and Contract Documents

Bid out	January 26, 2024
Bids Returned	February 22, 2024, 2 pm
Start Date	October 21, 2024
Summer Shut Down	May 29, 2025
Re-Start	October 20, 2025
Substantially Complete	November 26 <sup>th</sup> , 2025
Complete	May 28, 2026

### Client

Town of Mount Desert – Somesville  
P.O. Box 248  
Northeast Harbor, ME 04662

### Prepared by



G.F. Johnston & Associates  
*Consulting Civil Engineers*  
P.O. Box 197  
Southwest Harbor, Maine 04679  
207-244-1200



## ***Town of Mount Desert***

Mae Wyler, Finance Director  
21 Sea Street, P.O. Box 248  
Northeast Harbor, ME 04662-0248

Telephone: 207-276-5531 ext. 115 Fax: 207-276-3232

Web Address: [www.mtdesert.org](http://www.mtdesert.org)

Email: [financedirector@mtdesert.org](mailto:financedirector@mtdesert.org)

Selectboard,

### **Recommendation:**

I recommend that the Selectboard, in their capacity as trustees, authorize the Mount Desert Regional High School to grant the following stipend and scholarship:

Horace and Mary Reynolds Stipend in the amount of \$350.00 (\$50.00 more than last year)

Frank F. Stanley Trust Scholarship in the amount of \$100.00 (no change from last year)

### **Background**

At a special town meeting on September 16, 1970, the Town accepted a gift of \$1,000 from Horace R. and Mary P. Reynolds to be held in trust used to fund the perpetual care of lots 83 and 84 in the Forest Hill Cemetery at Northeast Harbor and for flowers annually on Memorial Day, and to provide any unexpended income annually to be awarded to a member or members of the graduating class of Mount Desert Island Regional High School. This gift was increased by \$5,000 in 1973 and by \$3,509.69 in 1976 through bequests from the Reynold's estate.

At a special town meeting held on May 31, 1966, the Town voted to accept a gift of \$3,000 to be held in trust from Frank F. Stanley. The proceeds of this trust are to be used annually, \$50 going to the maintenance of the Frank F. Stanley Athletic Field in Northeast Harbor (We assume this is the field at the elementary school.); \$100 for a scholarship to a member of the graduating class of the Mount Desert Island Regional High School; and the balance of the income for further improvement, upkeep and maintenance of the infield at the Frank F. Stanley Athletic Field.

These funds have been placed in the Municipal Investment Trust Fund (Fund 500) and the investment has been placed with the Trust Services Department at Bar Harbor Bank and Trust.

## Annual Calendar Year Analysis

As of **December 31, 2023**, the relevant figures of the trusts are as follows:

	Principal Balance	Expendable (Income Balance)	Trust Balance
Horace R. and Mary P. Reynolds	\$11,188.12	\$1,397.00	\$12,585.12
Frank F. Stanley	\$3,586.71	\$2,941.67	\$6,258.39

Calendar Year 2023 Income:

Horace R. and Mary P. Reynolds: \$411.05

Frank F. Stanley: \$213.80

For context, the relevant figures of the trusts as of **December 31, 2022** are as shown below. These were the balances considered at the time of the authorization of last year's scholarships.

	Principal Balance	Expendable (Income Balance)	Trust Balance
Horace R. and Mary P. Reynolds	\$11,049.64	\$1,547.95	\$12,597.60
Frank F. Stanley	\$3,542.31	\$3,023.50	\$6,565.81

Calendar Year 2022 Income:

Horace R. and Mary P. Reynolds: \$377.62

Frank F. Stanley: \$195.63

Thank you,



Finance Director

		Beginning of Period							End of Period		
		Principal	Income	Total	Change in				Principal	Income	Total
		Balance	Balance	Prin & Inc	Account Value	Income	Fees	expenditures	Balance	Balance	Prin & Inc
	<i>Horace Reynolds</i>	11,049.64	1,547.95	12,597.59	288.92	91.40	(23.02)	(500.00)	11,338.56	1,116.33	12,454.89
Q1 2023	<i>Frank Stanley</i>	3,542.32	3,023.50	6,565.82	92.62	47.23	(11.89)	(295.63)	3,634.94	2,763.21	6,398.15
	<i>Horace Reynolds</i>	11,338.56	1,116.33	12,454.89	(240.78)	103.00	(23.22)	(62.00)	11,097.78	1,134.11	12,231.89
Q2 2023	<i>Frank Stanley</i>	3,634.94	2,763.21	6,398.15	(77.19)	53.31	(12.01)		3,557.75	2,804.50	6,362.25
	<i>Horace Reynolds</i>	11,097.78	1,134.11	12,231.89	(438.39)	112.46	(22.33)		10,659.39	1,224.24	11,883.63
Q3 2023	<i>Frank Stanley</i>	3,557.75	2,804.50	6,362.25	(140.54)	59.33	(11.78)		3,417.21	2,852.05	6,269.27
	<i>Horace Reynolds</i>	10,659.39	1,224.24	11,883.63	528.73	194.78	(22.02)		11,188.12	1,397.00	12,585.12
Q4 2023	<i>Frank Stanley</i>	3,417.21	2,852.05	6,269.27	169.50	101.04	(11.42)		3,586.71	2,941.67	6,528.39
2023	<i>Horace Reynolds</i>	11,049.64	1,547.95	12,597.59	138.48	501.64	(90.59)	(562.00)	11,188.12	1,397.00	12,585.12
Calendar	<i>Frank Stanley</i>	3,542.32	3,023.50	6,565.82	44.39	260.92	(47.11)	(295.63)	3,586.71	2,941.67	6,528.39

				Frank Stanley			
				Income			
				From	To		
<i>Horace Reynolds</i>	Calendar Year Income	411.05					
	Less: Flowers	(62.00)		0.00	50.00	50.00	Care, maintenance and improvement of the infield of the Frank F. Stanley Athletic Field in NEH
	Less: Other expenses not assigned to income from other years	0.00		50.00	150.00	100.00	Up to a maximum of \$100 to be awarded for scholarship used or accumulated for the further improvement, upkeep and maintenance of the infield of the Frank F. Stanley Athletic Field in NEH
	balance for scholarship Round	349.05		150.00	balance	63.80	
	Recommended Scholarship	350.00				213.80	agrees to net income for calendar year





# **TREASURER'S WARRANTS**



Warrants for BOS Agenda:

BOS Agenda:

3/4/2024

	Description	#	Date	Amount
<b>A. Warrants to be Approved and Signed:</b>				
	<b>Town Invoices</b>			
		AP#2454	03/09/24	354,152.56
				<b>\$ 354,152.56</b>
<b>B. Authorized Warrants to be Signed: (Wendy needs to abstain)</b>				
(Prior Electronic or Manual Authorization )				
	<b>Town State Fees &amp; P/R Benefits</b>			
		AP#2451	02/21/24	\$ 1,079.00
		AP#2453	02/29/24	\$ 2,858.92
	<b>Town Payroll</b>			
		PR#2421	03/01/24	\$ 160,399.32
				<b>\$ 164,337.24</b>
<b>C. Warrants to be Acknowledged:</b>				
	<b>School Invoices</b>			
	<b>School Payroll</b>			
		PR#18	03/01/24	\$ 88,556.13
	<b>Town Voids</b>			
				<b>\$ 88,556.13</b>
<b>TOTAL WARRANTS FOR BOS MEETING</b>				<b>\$ 607,045.93</b>



# Town of Mount Desert



## 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	36,770	0	36,770	9,567.17	.00	27,202.83	26.0%
201 Municipal Management	432,064	0	432,064	297,803.73	.00	134,258.27	68.9%
202 Town Clerk	139,940	10,321	150,261	92,564.10	.00	57,696.98	61.6%
203 Elections	17,000	0	17,000	4,807.27	.00	12,192.73	28.3%
204 Planning Board	52,263	35,677	87,940	86,314.98	.00	1,625.02	98.2%
205 Finance	314,851	0	314,851	208,793.87	.00	106,057.13	66.3%
206 Assessing	143,212	0	143,212	98,374.58	.00	44,837.42	68.7%
207 Code Enforcement	212,484	0	212,484	138,051.65	.00	74,432.35	65.0%
208 Unallocated	113,000	0	113,000	33,880.40	.00	79,119.60	30.0%
209 Human Resources	55,400	0	55,400	3,609.74	.00	51,790.26	6.5%
210 Technology	220,887	0	220,887	172,262.72	.00	48,624.28	78.0%
211 Contracted Mun & Comm-Oriented	143,000	0	143,000	143,000.00	.00	.00	100.0%
300 General Assistance	5,000	0	5,000	1,055.83	.00	3,944.17	21.1%
350 Rural Wastewater Support	222,066	0	222,066	203,589.00	.00	18,477.00	91.7%
401 Police	1,166,478	636	1,167,114	459,734.91	.00	707,378.64	39.4%
403 Fire	2,267,334	0	2,267,334	1,506,659.79	.00	760,674.21	66.5%
404 Hydrants	273,500	0	273,500	205,125.00	.00	68,375.00	75.0%
405 Shellfish Conservation	3,403	0	3,403	.00	.00	3,403.00	.0%
406 Street Lights	11,250	0	11,250	6,765.72	.00	4,484.28	60.1%
407 Animal Control	4,980	0	4,980	.00	.00	4,980.00	.0%
408 Communication	456,295	0	456,295	284,211.89	.00	172,083.11	62.3%
409 Emergency Management	1,000	0	1,000	.00	.00	1,000.00	.0%
501 Highways	2,004,068	0	2,004,068	1,443,087.65	.00	560,980.35	72.0%
505 Wastewater Operations	745,157	0	745,157	476,066.13	.00	269,090.87	63.9%
506 Waste Water Treatment	464,608	0	464,608	267,287.15	.00	197,320.85	57.5%
515 Waste Management	743,619	0	743,619	475,413.95	.00	268,205.05	63.9%
520 Buildings & Grounds	278,510	1,519	280,029	185,287.91	.00	94,741.23	66.2%
525 Parks & Cemeteries	60,202	0	60,202	46,264.89	.00	13,937.11	76.8%
530 Environmental Sustainability	35,750	0	35,750	25,300.55	.00	10,449.45	70.8%
605 Recreation	5,900	0	5,900	4,764.71	.00	1,135.29	80.8%
701 Community Development	10,000	0	10,000	1,450.00	.00	8,550.00	14.5%
801 General Obligation	2,203,989	0	2,203,989	2,027,252.04	.00	176,736.96	92.0%
851 3rd Party Request Agencies	202,437	0	202,437	202,437.00	.00	.00	100.0%
991 Operating Transfers	1,084,314	0	1,084,314	1,084,314.00	.00	.00	100.0%
TOTAL General Fund	14,130,731	48,153	14,178,884	10,195,100.33	.00	3,983,783.44	71.9%

# Town of Mount Desert

## YEAR-TO-DATE BUDGET REPORT



FOR 2024 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
600 Marina							
101 Northeast Harbor Marina	664,321	0	664,321	473,083.50	.00	191,237.50	71.2%
102 Seal Harbor Marina	12,800	0	12,800	5,234.29	.00	7,565.71	40.9%
103 Bartlett Marina	4,800	0	4,800	596.98	.00	4,203.02	12.4%
104 Somes Marina	4,750	0	4,750	262.50	.00	487.50	35.0%
801 General Obligation	32,032	0	32,032	32,010.06	.00	21.94	99.9%
991 Operating Transfers	137,377	0	137,377	63,108.00	.00	74,269.00	45.9%
TOTAL Marina	852,080	0	852,080	574,295.33	.00	277,784.67	67.4%

# Town of Mount Desert

## YEAR-TO-DATE BUDGET REPORT



FOR 2024 13

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
--	-----------------	-------------------	----------------	--------------	--------------	------------------	----------

GRAND TOTAL 14,982,811 48,153 15,030,964 10,769,395.66 .00 4,261,568.11 71.6%

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

TOWN OF MOUNT DESERT  
ACCOUNTS PAYABLE WARRANT

WARRANT AP# 2454

CHECK DATE: March 9, 2024

CHECK NUMBER: <u>320264</u>	through	<u>320277</u>	\$ <u>295,713.68</u>	Check payments
CHECK NUMBER: <u>N/A</u>	and	<u>N/A</u>	\$ <u>-</u>	Electronic payments
EFT NUMBER: <u>3222</u>	through	<u>3233</u>	\$ <u>58,438.88</u>	ACH Payments
EFT or CK NUMBER: <u>N/A</u>	and	<u>N/A</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 354,152.56

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:

John B Macauley, Chairman

Martha T Dudman

Wendy H Littlefield, Vice Chairman

Geoffrey V Wood, Secretary

James F Mooers



02/29/2024 16:40  
69051you

Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME

CHK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	WARRANT	NET
3223	03/09/2024	EFT	2097 TOWN OF BAR HARBOR FD	01/12/2024		AP2454	265.00
					CHECK	3223 TOTAL:	265.00
3224	03/09/2024	EFT	76 BROWNS COMMUNICATIONS INC	02/22/2024		AP2454	168.04
					CHECK	3224 TOTAL:	168.04
3225	03/09/2024	EFT	792 COASTAL ENERGY	02/16/2024		AP2454	541.77
			COASTAL ENERGY	02/21/2024		AP2454	305.84
			COASTAL ENERGY	01/23/2024		AP2454	340.34
			COASTAL ENERGY	02/20/2024		AP2454	519.29
			COASTAL ENERGY	02/20/2024		AP2454	307.08
			COASTAL ENERGY	01/09/2024		AP2454	-48.74
			COASTAL ENERGY	12/18/2023		AP2454	14.78
			COASTAL ENERGY	12/16/2023		AP2454	514.98
			COASTAL ENERGY	02/26/2024		AP2454	515.59
			COASTAL ENERGY	02/26/2024		AP2454	460.46
			COASTAL ENERGY	02/21/2024		AP2454	401.02
			COASTAL ENERGY	02/23/2024		AP2454	739.51
					CHECK	3225 TOTAL:	4,611.92
3226	03/09/2024	EFT	148 DELL MARKETING LP	01/30/2024		AP2454	3,174.55
			DELL MARKETING LP	01/17/2024		AP2454	172.79
			DELL MARKETING LP	01/17/2024		AP2454	1,588.27
					CHECK	3226 TOTAL:	4,935.61
3227	03/09/2024	EFT	175 EMR INC	02/13/2024		AP2454	560.75
					CHECK	3227 TOTAL:	560.75

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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME

	INV DATE	PO	WARRANT	NET
3228 03/09/2024 EFT	02/16/2024		AP2454	160.00
	CHECK		3228 TOTAL:	160.00
3229 03/09/2024 EFT	02/12/2024		AP2454	287.20
	02/12/2024		AP2454	130.00
	02/12/2024		AP2454	287.20
	02/12/2024		AP2454	1,530.86
	02/20/2024		AP2454	35,253.15
	02/12/2024		AP2454	52.74
	CHECK		3229 TOTAL:	37,541.15
3230 03/09/2024 EFT	02/20/2024		AP2454	202.95
	CHECK		3230 TOTAL:	202.95
3231 03/09/2024 EFT	02/19/2024		AP2454	1,303.29
	CHECK		3231 TOTAL:	1,303.29
3232 03/09/2024 EFT	02/20/2024		AP2454	170.69
	CHECK		3232 TOTAL:	170.69
3233 03/09/2024 EFT	01/18/2024		AP2454	57.66
	01/18/2024		AP2454	47.76
	01/18/2024		AP2454	873.75
	01/18/2024		AP2454	1,501.84
	01/18/2024		AP2454	24.57
	02/21/2024		AP2454	77.48
	02/21/2024		AP2454	4,600.28
	02/21/2024		AP2454	507.89

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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

3  
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CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	WARRANT	NET
02/21/2024	AP2454	AP2454	425.25
02/21/2024	AP2454	AP2454	403.00
CHECK	3233	TOTAL:	8,519.48
01/30/2024	AP2454	AP2454	309.88
CHECK	320264	TOTAL:	309.88
01/24/2024	AP2454	AP2454	235.46
02/02/2024	AP2454	AP2454	400.00
02/02/2024	AP2454	AP2454	183.09
02/02/2024	AP2454	AP2454	135.00
02/02/2024	AP2454	AP2454	104.00
02/15/2024	AP2454	AP2454	90.00
01/29/2024	AP2454	AP2454	501.48
02/14/2024	AP2454	AP2454	501.34
02/19/2024	AP2454	AP2454	511.71
02/20/2024	AP2454	AP2454	203.97
02/28/2024	AP2454	AP2454	104.00
01/25/2024	AP2454	AP2454	607.20
01/25/2024	AP2454	AP2454	607.20
01/25/2024	AP2454	AP2454	607.20
01/26/2024	AP2454	AP2454	309.97
01/25/2024	AP2454	AP2454	723.00
02/02/2024	AP2454	AP2454	297.50
02/02/2024	AP2454	AP2454	297.50
02/01/2024	AP2454	AP2454	99.00
02/01/2024	AP2454	AP2454	149.90

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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE	PO	WARRANT	NET
CHECK 320265 TOTAL: 6,668.52			
01/23/2024	AP2454	AP2454	55.90
01/24/2024	AP2454	AP2454	10.24
01/25/2024	AP2454	AP2454	61.49
02/14/2024	AP2454	AP2454	49.95
02/15/2024	AP2454	AP2454	39.98
02/09/2024	AP2454	AP2454	13.46
02/12/2024	AP2454	AP2454	40.00
01/31/2024	AP2454	AP2454	.99
02/07/2024	AP2454	AP2454	25.00
02/16/2024	AP2454	AP2454	52.43
02/02/2024	AP2454	AP2454	14.93
02/06/2024	AP2454	AP2454	78.96
02/01/2024	AP2454	AP2454	84.48
02/16/2024	AP2454	AP2454	89.94
02/03/2024	AP2454	AP2454	53.94
02/09/2024	AP2454	AP2454	4.57
02/13/2024	AP2454	AP2454	54.94
02/21/2024	AP2454	AP2454	55.95
02/01/2024	AP2454	AP2454	9.69
CHECK 320266 TOTAL: 796.84			
02/20/2024	AP2454	AP2454	135.73
02/27/2024	AP2454	AP2454	72.23
CHECK 320267 TOTAL: 207.96			

320266 03/09/2024 PRTD 997 CARDMEMBER SERVICES  
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320267 03/09/2024 PRTD 197 ELLSWORTH CHAINSAW INC  
ELLSWORTH CHAINSAW INC

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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
apcshdsb

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

320268	03/09/2024	PRTD	2660 GILMAN ELECTRIC	02/21/2024	AP2454		48.20
				CHECK	320268 TOTAL:		48.20
320269	03/09/2024	PRTD	1710 MAINE FIRE SERVICE INSTITUTE	02/24/2024	AP2454		350.00
				CHECK	320269 TOTAL:		350.00
320270	03/09/2024	PRTD	413 M C M ELECTRIC INC	02/16/2024	AP2454		374.18
			M C M ELECTRIC INC	12/22/2023	AP2454		952.90
			M C M ELECTRIC INC	02/23/2024	AP2454		8,235.03
				CHECK	320270 TOTAL:		9,562.11
320271	03/09/2024	PRTD	986 MAINE MUNICIPAL BOND BANK	02/20/2024	AP2454		3,883.09
			MAINE MUNICIPAL BOND BANK	02/20/2024	AP2454		529.51
			MAINE MUNICIPAL BOND BANK	02/20/2024	AP2454		264,402.39
			MAINE MUNICIPAL BOND BANK	02/20/2024	AP2454		1,514.21
				CHECK	320271 TOTAL:		270,329.20
320272	03/09/2024	PRTD	2160 COASTAL AUTO PARTS	02/22/2024	AP2454		48.30
			COASTAL AUTO PARTS	02/22/2024	AP2454		255.93
			COASTAL AUTO PARTS	02/22/2024	AP2454		53.50
			COASTAL AUTO PARTS	02/21/2024	AP2454		12.99
			COASTAL AUTO PARTS	02/23/2024	AP2454		33.11
			COASTAL AUTO PARTS	02/22/2024	AP2454		33.11
				CHECK	320272 TOTAL:		436.94
320273	03/09/2024	PRTD	1805 THE ARTINA GROUP, INC	01/05/2024	AP2454		351.06
				CHECK	320273 TOTAL:		351.06

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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 6  
apcshdsb

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066  
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

320274	03/09/2024	PRTD	737 UNIFIRST CORP	02/01/2024	AP2454	1,560.00
			UNIFIRST CORP	02/15/2024	AP2454	142.97
			UNIFIRST CORP	02/15/2024	AP2454	75.55
			UNIFIRST CORP	02/22/2024	AP2454	142.97
			UNIFIRST CORP	02/22/2024	AP2454	75.55
			CHECK	320274 TOTAL:		1,997.04

320275	03/09/2024	PRTD	742 USA BLUEBOOK	02/16/2024	AP2454	33.16
			USA BLUEBOOK	02/15/2024	AP2454	92.27
			CHECK	320275 TOTAL:		125.43

320276	03/09/2024	PRTD	2114 CENTRAL EQUIPMENT CO	02/21/2024	AP2454	362.50
			CHECK	320276 TOTAL:		362.50

320277	03/09/2024	PRTD	2411 ALLIED EQUIPMENT LLC	02/26/2024	AP2454	3,173.00
			ALLIED EQUIPMENT LLC	02/26/2024	AP2454	995.00
			CHECK	320277 TOTAL:		4,168.00

NUMBER OF CHECKS 25 \*\*\* CASH ACCOUNT TOTAL \*\*\* 354,152.56

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	14	295,713.68
TOTAL EFT'S	11	58,438.88

\*\*\* GRAND TOTAL \*\*\* 354,152.56

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CLERK: 69051you

Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL  
JOURNAL ENTRIES TO BE CREATED

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apcsbdsb

YEAR PER	JNL	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC				LINE DESC			
2024	9							
APP 100-20000	AP2454	AP2454			Accounts Payable		309,389.05	
03/09/2024	AP2454				AP CASH DISBURSEMENTS JOURNAL			354,152.56
APP 100-10100	AP2454	AP2454			Ckg-BH General Fund 8066			
03/09/2024	AP2454				AP CASH DISBURSEMENTS JOURNAL		35,352.15	
APP 300-20000	AP2454	AP2454			Accounts Payable		9,411.36	
03/09/2024	AP2454				AP CASH DISBURSEMENTS JOURNAL			
APP 600-20000	AP2454	AP2454			Accounts Payable			
03/09/2024	AP2454				AP CASH DISBURSEMENTS JOURNAL			
					GENERAL LEDGER TOTAL		354,152.56	354,152.56
APP 100-35030	AP2454				DTF-CAP IMP		35,352.15	
03/09/2024	AP2454	AP2454			DT Gen fund			35,352.15
APP 300-35010	AP2454	AP2454			DT-MARINA		9,411.36	
03/09/2024	AP2454				DT Gen fund			9,411.36
APP 100-35060	AP2454	AP2454						
03/09/2024	AP2454				SYSTEM GENERATED ENTRIES TOTAL		44,763.51	44,763.51
APP 600-35010	AP2454	AP2454						
03/09/2024	AP2454				JOURNAL 2024/09/6 TOTAL		398,916.07	398,916.07

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100	General Fund	2024	9	03/09/2024			
	100-10100		6		Ckg-BH General Fund 8066		354,152.56
	100-20000				Accounts Payable	309,389.05	
	100-35030				DTF-CAP IMP	35,352.15	
	100-35060				DT-MARINA	9,411.36	
					FUND TOTAL	354,152.56	354,152.56
300	Capital Projects	2024	9	03/09/2024			
	300-20000		6		Accounts Payable	35,352.15	
	300-35010				DT Gen fund		35,352.15
					FUND TOTAL	35,352.15	35,352.15
600	Marina	2024	9	03/09/2024			
	600-20000		6		Accounts Payable	9,411.36	
	600-35010				DT Gen fund		9,411.36
					FUND TOTAL	9,411.36	9,411.36



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Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

P 9  
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
100 General Fund	44,763.51	
300 Capital Projects		35,352.15
600 Marina		9,411.36
TOTAL	44,763.51	44,763.51

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

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

**WARRANT AP# 2451**

CHECK DATE: February 21, 2024

CHECK NUMBER:	<u>320199</u>	through	<u>320199</u>	\$ <u>1,079.00</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	and	<u>N/A</u>	\$ -	Electronic payments
EFT NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$ -	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	and	<u>N/A</u>	\$ -	Voided Checks

TOTAL DISBURSEMENTS: \$ 1,079.00

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:

John B Macauley, Chairman

Martha T Dudman

James F Mooers

Geoffrey V Wood, Secretary

**From:** [Rick Mooers](#)  
**To:** [Lisa Young](#)  
**Subject:** Re: Warrant AP#2451 State Fees/Payroll Benefits  
**Date:** Wednesday, February 21, 2024 3:59:04 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

On Wed, Feb 21, 2024 at 1:42 PM Lisa Young <[financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org)> wrote:

Greetings,

Attached is Accounts Payable Warrant #2451 (for Payroll and/or State Fees) in the amount of \$1,079.00 for your approval.

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

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

Thank you!

Lisa Young,

Deputy Treasurer, Tax Collector

Town of Mount Desert

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

-----FOIA NOTICE-----

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

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

**WARRANT AP# 2453**

CHECK DATE: February 29, 2024

CHECK NUMBER:	<u>320263</u>	through	<u>320263</u>	\$ <u>1,516.00</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	and	<u>N/A</u>	\$ -	Electronic payments
EFT NUMBER:	<u>3221</u>	through	<u>3221</u>	\$ <u>1,342.92</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	and	<u>N/A</u>	\$ -	Voided Checks

TOTAL DISBURSEMENTS: \$ 2,858.92

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:

John B Macauley, Chairman

Martha T Dudman

James F Mooers

Geoffrey V Wood, Secretary

TOWN OF MOUNT DESERT  
PAYROLL WARRANT

WARRANT PR# 2421

CHECK DATE: March 1, 2024

ADVICE NUMBERS: 164404 through 16455

CHECK NUMBERS: 66434 through 66447

TOTAL DISBURSEMENTS: \$ 160,399.32

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:

John B Macauley, Chairman

Martha T Dudman

James F Mooers

Geoffrey V Wood, Secretary

**From:** [Rick Mooers](#)  
**To:** [Lisa Young](#)  
**Subject:** Re: Warrant AP#2453 & PR#2421 Approval Request  
**Date:** Thursday, February 29, 2024 8:59:55 AM

---

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

Approved  
Sent from my iPhone

On Feb 29, 2024, at 8:47 AM, Lisa Young <[financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org)> wrote:

Greetings,

Attached are the following warrants for approval:

Accounts Payable	#2453	total of	\$2,858.92
Payroll	#2421	total of	\$160,399.32

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- AP2453.pdf>  
<11- PR2421.pdf>

# Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 18254

Include Authorization Codes: Yes  
Batch: 11242  
Check Dates: (Earliest) - (Latest)  
Cash Account Number:  
Minimum Check Amount: \$0.00  
Sorted By: Check Number

| Check # | Check Date | Code | Name                      | Chk Grp | Gross Pay | Net Pay   | Direct Deposit | Check Amt | Void |
|---------|------------|------|---------------------------|---------|-----------|-----------|----------------|-----------|------|
|         | 03/01/2024 | IRS  | INTERNAL REVENUE SERVICE  |         | 10,919.83 | 10,919.83 | 0.00           | 0.00      |      |
|         | 03/01/2024 | STAT | TREASURER, STATE OF MAINE |         | 3,460.00  | 3,460.00  | 0.00           | 0.00      |      |
| 51031   | 03/01/2024 | 280  | SUSAN J. ARIPOTCH         | 1       | 125.00    | 115.44    | 0.00           | 115.44    |      |
| 51032   | 03/01/2024 | 31   | SUSAN M. DAMON            | 1       | 500.00    | 454.50    | 0.00           | 454.50    |      |
| 51033   | 03/01/2024 | 297  | Lena Hatch                | 1       | 125.00    | 115.44    | 0.00           | 115.44    |      |
| 51034   | 03/01/2024 | 624  | KATELYN M. OSBORNE        | 1       | 125.00    | 115.44    | 0.00           | 115.44    |      |
| 51035   | 03/01/2024 | 655  | ASHLEY D. PAGE            | 1       | 105.00    | 95.45     | 0.00           | 95.45     |      |
| 51036   | 03/01/2024 | 654  | JAMES B. SAWYER           | 1       | 125.00    | 123.19    | 0.00           | 123.19    |      |
| 51037   | 03/01/2024 | 626  | HEATHER E. DORR           | 1       | 4,500.00  | 3,001.62  | 3,001.62       | 0.00      |      |
| 51038   | 03/01/2024 | 491  | SANDRA G. BOYCE           | 1       | 2,080.56  | 1,288.57  | 1,288.57       | 0.00      |      |
| 51039   | 03/01/2024 | 645  | MIRANDA S. CLOUGH         | 1       | 1,086.17  | 701.73    | 701.73         | 0.00      |      |
| 51040   | 03/01/2024 | 149  | MARIAH D. BAKER           | 1       | 2,384.92  | 1,953.86  | 1,953.86       | 0.00      |      |
| 51041   | 03/01/2024 | 43   | SARAH R. DUNBAR           | 1       | 1,966.80  | 1,355.70  | 1,355.70       | 0.00      |      |
| 51042   | 03/01/2024 | 63   | HEATHER M. GRAVES         | 1       | 2,919.80  | 2,131.11  | 2,131.11       | 0.00      |      |
| 51043   | 03/01/2024 | 65   | GAYLE M. GRAY             | 1       | 2,919.80  | 2,100.89  | 2,100.89       | 0.00      |      |
| 51044   | 03/01/2024 | 293  | Amy L. James              | 1       | 3,035.19  | 2,338.11  | 2,338.11       | 0.00      |      |
| 51045   | 03/01/2024 | 90   | REBECCA A. JARVIS         | 1       | 2,849.57  | 2,148.27  | 2,148.27       | 0.00      |      |
| 51046   | 03/01/2024 | 487  | BENJAMIN MACKO            | 1       | 3,385.19  | 2,595.95  | 2,595.95       | 0.00      |      |
| 51047   | 03/01/2024 | 237  | JUSTIN B. NORWOOD         | 1       | 2,734.19  | 2,095.69  | 2,095.69       | 0.00      |      |
| 51048   | 03/01/2024 | 508  | CATHY T. OEHMKE           | 1       | 3,083.26  | 2,286.71  | 2,286.71       | 0.00      |      |
| 51049   | 03/01/2024 | 120  | KAREN L. SHARPE           | 1       | 3,662.61  | 2,548.61  | 2,548.61       | 0.00      |      |
| 51050   | 03/01/2024 | 502  | MARIA E. SIMPSON          | 1       | 2,320.23  | 1,917.23  | 1,917.23       | 0.00      |      |
| 51051   | 03/01/2024 | 404  | KERRY L. TAYLOR           | 1       | 3,035.19  | 1,910.91  | 1,910.91       | 0.00      |      |
| 51052   | 03/01/2024 | 459  | SHANNON L. WESTPHAL       | 1       | 2,346.46  | 1,786.19  | 1,786.19       | 0.00      |      |
| 51053   | 03/01/2024 | 630  | KRISTEN J. BRAUN          | 1       | 2,654.50  | 1,932.43  | 1,932.43       | 0.00      |      |
| 51054   | 03/01/2024 | 91   | JUDITH CULLEN             | 1       | 2,539.11  | 1,873.35  | 1,873.35       | 0.00      |      |
| 51055   | 03/01/2024 | 146  | CECILIA R. GARRITY        | 1       | 2,157.26  | 1,415.85  | 1,415.85       | 0.00      |      |
| 51056   | 03/01/2024 | 92   | ABIGAIL A. HARMON         | 1       | 1,926.84  | 1,411.47  | 1,411.47       | 0.00      |      |
| 51057   | 03/01/2024 | 603  | ABBIE PAPPAS              | 1       | 2,157.26  | 1,705.16  | 1,705.16       | 0.00      |      |
| 51058   | 03/01/2024 | 504  | CRISTINA DEVORA           | 1       | 1,924.26  | 1,389.51  | 1,389.51       | 0.00      |      |
| 51059   | 03/01/2024 | 627  | CONTESSA L. BROPHY        | 1       | 2,899.76  | 2,025.36  | 2,025.36       | 0.00      |      |
| 51060   | 03/01/2024 | 611  | DANIELLE EMMONS           | 1       | 1,796.22  | 1,253.75  | 1,253.75       | 0.00      |      |
| 51061   | 03/01/2024 | 238  | WENDELL L. OPPEWALL       | 1       | 1,707.15  | 1,039.44  | 1,039.44       | 0.00      |      |
| 51062   | 03/01/2024 | 52   | WANDA J. FERNALD          | 1       | 2,919.80  | 2,061.88  | 2,061.88       | 0.00      |      |
| 51063   | 03/01/2024 | 642  | MELISSA L. HINERMAN       | 1       | 1,114.36  | 826.88    | 826.88         | 0.00      |      |
| 51064   | 03/01/2024 | 291  | PATRICIA A. KELLEY        | 1       | 1,036.56  | 685.24    | 685.24         | 0.00      |      |
| 51065   | 03/01/2024 | 650  | REBECCA A. EDMONDSON      | 1       | 145.00    | 142.90    | 142.90         | 0.00      |      |
| 51066   | 03/01/2024 | 623  | TRACY HICKS               | 1       | 280.00    | 258.58    | 258.58         | 0.00      |      |
| 51067   | 03/01/2024 | 628  | CAMERON FROTHINGHAM       | 1       | 1,877.80  | 1,193.66  | 1,193.66       | 0.00      |      |
| 51068   | 03/01/2024 | 648  | SARA B. HATHAWAY          | 1       | 1,857.83  | 1,286.73  | 1,286.73       | 0.00      |      |
| 51069   | 03/01/2024 | 337  | AMBER G. CHARRON          | 1       | 2,385.34  | 1,798.35  | 1,798.35       | 0.00      |      |
| 51070   | 03/01/2024 | 150  | LYNDA J. KANE             | 1       | 2,842.88  | 1,934.37  | 1,934.37       | 0.00      |      |
| 51071   | 03/01/2024 | 644  | CAROLINE P. MOORE         | 1       | 306.30    | 278.22    | 278.22         | 0.00      |      |
| 51072   | 03/01/2024 | 633  | SUSAN E. CARROLL          | 1       | 472.49    | 412.93    | 412.93         | 0.00      |      |
| 51073   | 03/01/2024 | 653  | CASSANDRA M. CASEY        | 1       | 1,011.40  | 827.02    | 827.02         | 0.00      |      |
| 51074   | 03/01/2024 | 649  | CLORA T. CULVER           | 1       | 884.98    | 770.94    | 770.94         | 0.00      |      |
| 51075   | 03/01/2024 | 608  | EMMA JONES                | 1       | 1,036.65  | 829.94    | 829.94         | 0.00      |      |
| 51076   | 03/01/2024 | 490  | ANNA D. MONTE             | 1       | 1,564.69  | 1,014.99  | 1,014.99       | 0.00      |      |
| 51077   | 03/01/2024 | 647  | JAKE MORRILL              | 1       | 1,448.84  | 1,076.28  | 1,076.28       | 0.00      |      |
| 51078   | 03/01/2024 | 634  | TRICIA L. POPE            | 1       | 498.82    | 413.69    | 413.69         | 0.00      |      |
| 51079   | 03/01/2024 | 350  | ANNA E. SILVER            | 1       | 1,003.48  | 796.56    | 796.56         | 0.00      |      |
| 51080   | 03/01/2024 | 507  | DANIELLE A. STANLEY       | 1       | 1,000.55  | 909.50    | 909.50         | 0.00      |      |
| 51081   | 03/01/2024 | 331  | RUSSELL W. GRAY           | 1       | 1,087.38  | 950.19    | 950.19         | 0.00      |      |
| 51082   | 03/01/2024 | 501  | MICHAEL J. TINKER         | 1       | 1,951.81  | 1,325.82  | 1,325.82       | 0.00      |      |



# Mount Desert School Department PAYROLL WARRANT REGISTER

| Check # | Check Date | Code | Name              | Chk Grp | Gross Pay  | Net Pay   | Direct Deposit | Check Amt | Void |  |
|---------|------------|------|-------------------|---------|------------|-----------|----------------|-----------|------|--|
| 51083   | 03/01/2024 | 463  | RENE L. BECKER    | 1       | 1,858.40   | 1,417.19  | 1,417.19       | 0.00      |      |  |
| 51084   | 03/01/2024 | 499  | BOBBIE JO DAY     | 1       | 1,813.60   | 1,351.86  | 1,351.86       | 0.00      |      |  |
| 51085   | 03/01/2024 | 74   | LEON E. SARGENT   | 1       | 2,700.90   | 1,893.18  | 1,893.18       | 0.00      |      |  |
| 51086   | 03/01/2024 | 476  | BRUCE L. TRIPP    | 1       | 185.84     | 161.63    | 161.63         | 0.00      |      |  |
| 51087   | 03/01/2024 | 18   | JANICE P. CARROLL | 1       | 1,218.36   | 847.17    | 847.17         | 0.00      |      |  |
| 51088   | 03/01/2024 | 485  | TASHA L. HIGGINS  | 1       | 2,160.81   | 1,483.67  | 1,483.67       | 0.00      |      |  |
|         |            |      |                   |         | 116,222.00 | 88,556.13 | 73,156.84      | 1,019.46  |      |  |

| Check Authorization Summary |                                     |                       |           |
|-----------------------------|-------------------------------------|-----------------------|-----------|
| Type                        | Description                         | Count                 | Amount    |
| Employee                    | Checks                              | 6                     | 1,019.46  |
|                             | Voided Checks                       | 0                     | 0.00      |
|                             | Direct Deposits (Fully Distributed) | 52                    | 73,156.84 |
|                             | ACH Employee Credits                | 52                    | 73,156.84 |
|                             | ACH Employee Debits (Voids)         | 0                     | 0.00      |
|                             | Deduction                           | Checks                | 0         |
| Voided Checks               |                                     | 0                     | 0.00      |
| ACH Vendor Credits          |                                     | 0                     | 0.00      |
| ACH VendorDebits (Voids)    |                                     | 0                     | 0.00      |
| ACH Online Payments         |                                     | 0                     | 0.00      |
| Taxes                       |                                     | EFTPS Payment - Debit | 2         |

WARRANT # 18

DATE: **PAID MAR 11 2024**

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SUPERINTENDENT

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