Peter Baldacci, President Penobscot County Commissioner

Thomas Coward, Vice President Cumberland County Commissioner

Michael Cote, Secretary-Treasurer York County Commissioner

M.C.C.A.



4 Gabriel Drive, Suite 2 Augusta, ME 04330 207-623-4697 www.mainecounties.org Rosemary Kulow Executive Director

Lauren Haven Office Manager

# MCCA Board of Directors' Meeting Agenda 10:00 a.m., November 9, 2016

- I. Call to Order, Introductions, Attendance & Pledge of Allegiance
- II. Approval of/Additions to the Agenda
- III. Approval of October 12, 2016 Board of Directors' Meeting Minutes
- IV. Old Business
  - A. Finalize Legislation to Propose for 2017 State Legislative Session
  - B. Consideration of Corrections Handout for Legislators
- V. New Business
  - A. Presentation from NACo & Nationwide on Deferred Compensation Plans
  - B. Consideration of Charging a Registration Fee for County Commissioner Training
  - C. Consideration of Approving a Fee Funded by Contingency Account #6260-00 for Attorneys to Provide Training to County Commissioners
  - D. Consideration of Venue for 2017 MCCA Annual Convention
- VI. Reports
  - A. Executive Director's Report
  - B. Financial Report
  - C. Legislative Report
  - D. Professionalism in Management Committee Report
  - E. Association Reports
  - F. Corrections Report
  - G. Annual Convention Report
  - H. NACo Report
- VII. Other Business
- VIII. Adjourn

# M.C.C.A.

Peter Baldacci, President Penobscot County

Thomas Coward, Vice President Cumberland County

Michael Cote, Secretary-Treasurer York County



Maine County Commissioners Association
4 Gabriel Drive, Suite 2
Augusta, ME 04330
207-623-4697
www.mainecounties.org

Rosemary Kulow Executive Director

> Lauren Haven Office Manager

#### MAINE COUNTY COMMISSIONERS ASSOCIATION

# MCCA Board of Directors' Meeting Minutes Draft 10:00 a.m., October 12, 2016

# I. Call to Order, Introductions, Attendance and Pledge of Allegiance

President Peter Baldacci called the meeting to order at 10:13 a.m. The attendees recited the Pledge of Allegiance and all present introduced themselves.

DIRECTORS PRESENT: Androscoggin – Comm. Beth Bell; Aroostook – Comm. Norman Fournier; Cumberland – Comm. Thomas Coward; Franklin – Comm. Gary McGrane; Kennebec – Admin. Bob Devlin proxy for Comm. George Jabar, II; Knox – Comm. Roger Moody; Lincoln – Comm. William Blodgett; Penobscot – Comm. Peter Baldacci; Piscataquis – Comm. Jim Annis; Somerset – Comm. Newell Graf; Waldo – Comm. Amy Fowler; and York – Comm. Michael Cote.

OTHERS PRESENT: *Cumberland* – Comm. Steve Gorden and Manager Peter Crichton; *Knox* – Admin. Andrew Hart; *Lincoln* – Admin. Carrie Kipfer; *Somerset* – Admin. Dawn DiBlasi; *EMAD* – Sean Goodwin; *MACCAM* - Bill Collins; and *MACT* – David Parkman.

DIRECTORS ABSENT: *Hancock* – Comm. Steven Joy; *Kennebec* – Comm. George Jabar II; *Oxford* – Comm. Steven Merrill; *Sagadahoc* – Comm. Charles Crosby III; and *Washington* – Comm. Chris Gardner.

STAFF PRESENT: Executive Director Rosemary Kulow, Risk Pool Manager Malcolm Ulmer, and Office Manager Lauren Haven.

## II. Approval of/Additions to the Agenda

<u>Comm. Fournier moved and Comm. Fowler seconded approving the agenda no additional items</u> and the motion was approved unanimously.

# III. Approval of September 30, 2016 Board of Directors' Meeting Minutes

Comm. McGrane moved and Comm. Moody seconded approving the minutes from the Board of Directors' meeting on September 30, 2016. The motion was passed unanimously.

#### IV. Old Business

### A. Consideration of Potential Legislation

Comm. Gorden distributed a handout (attached) and requested the group use it to initiate the conversation. The group explored a few of the topics. Comm. Bell suggested that Comm. Gorden give a brief overview of each item. After that was accomplished President Baldacci asked everyone to take five minutes to review the material and list their top five priorities. The results were as follows:

# Number of Votes: Legislative Issues:

- 9 1. Equitable Jail Sentencing Reimbursement: Regulate county jail sentencing that extends beyond 6 months
- 9 2. Phlebotomy Assistance Regulation: A law to indemnify and require medically certified individuals to perform evidenced-required blood draws (Phlebotomy)
- 8 3. **Probation Violation Housing:** An individual that violates probation shall be returned to the jail facility issuing the probation.
- 4 **Latitude in the issuing of summons:** Greater discretion for Sheriff Departments' to issue summons rather than arrest and temporarily incarcerate.
- 10 5. Elimination of the Jail Tax Cap: Removal and transition of the Jail Tax Cap limitation to the L D #1 Tax Cap
- 6. Update the fees for serving civil papers: Revise fees and requirements to serve and file civil papers to actual average cost and be accomplished by the Sheriff Departments.
- Update the Average Daily Prisoner funding formula: Revise the Average Daily Prisoners' funding formula from incremental boarding fee to a proportion of the county citizenry charge.
- 8 S. Funding to offset increased Sheriff Department's costs due to recreational marijuana use: Direct tax funding for the increase county sheriff department's expenses due to recreational marijuana usage.
- 9. Update DOC inmate county boarding fees: DOC inmate daily boarding fees in County Jails shall be equal to the county's inmate boarding charges to its citizenry. Incremental holding is boarding an inmate less than 30 days per year.
- 10. Increase 911 fees to support the increase cost to local dispatch centers:

  Double the 911 fees with the increase to support the local 911 dispatch operations and functions. With the majority of the State being served by wireless, the answering burden has migrated to these centers.
- 9 11. Video Arraignments: The availability and use of video arraignments shall be mandatory in all jurisdictions of the State of Maine.

The group discussed taking the word, "reimbursement" out of number 1. *Equitable Jail Sentencing* and combining that idea with number 9. *Update DOC Inmate County Boarding Fees*. Administrator Bill Collins suggested each county determine what the current state funding pays for in order to prove the need for additional funding.

Comm. Fournier said, "thank you" for the MMA Legislative Priorities. The group agreed that it would be very helpful for county officials to attend MMA LPC meetings if permitted. Ms. Kulow will continue to keep the group up to date on MMA LPC members and future meeting dates.

# B. Consideration of Office Manager's Annual Salary

Executive Director Rosemary Kulow recommended raising the office manager's salary to meet the exempt salary requirement as defined in the Department of Labor's overtime final rule effective December 1st. The group reviewed the time tracking sheet included in the agenda packet showing the office manager's hours worked over a span of 17 weeks. Board members debated the need for the position to exceed forty hours per week. The job tasks could be limited to what could be performed in forty hours, some tasks could be outsourced or a stipend could be paid for major projects like the convention. Comm. Coward said he would be in favor of keeping the position exempt as it had been intended. He said that struggling with time tracking and micromanaging tasks would damage the organization in the long run. He said the two people on staff are the organization's point of attack and should be appropriately resourced. <u>Administrator Scott Cole moved and Administrator Bob Devlin seconded raising the Office Manager's annual salary to the exempt standard salary level of \$47,476. The motion passed with a vote of nine in favor and three opposed.</u>

### V. New Business

# A. Discussion of RFP for Legal Services

Executive Director Rosemary Kulow suggested enlisting the services of a lawyer to help draft legislation, provide legal advice on other matters, and provide a legal review of legislation MCCA plans to propose. The group discussed whether or not it is necessary to have a lawyer on retainer. Administrator Scott Cole made a motion to table this agenda item until a later date giving members time to study the RFP. The motion was seconded by Comm. Cote and the motion was approved.

# B. LPC Conference Call with Colorado & Washington State Association Executive Directors about Their States' Experiences with Legalization of Marijuana.

Ms. Kulow announced the conference call was scheduled for Thursday, October 13 at 11:00 am using the usual MCCA call in number and pin. An email with the details had been sent to LPC member with an invitation to the meeting.

### VI. Reports

# A. Executive Director's & Financial Reports

Executive Director Rosemary Kulow presented her reports and invited questions. <u>Comm.</u> <u>McGrane moved and Comm. Fournier seconded approving the reports as presented. The motion was unanimously approved.</u>

# **B.** Legislation Development Committee Report

This agenda item was discussed in IV. A.

# C. Professionalism in Management Committee (PMC) Report

Comm. Cote reported the committee is continuing to work on a one-day training course and a handbook for newly elected officials. The committee is scheduled to meet after the MCCA Board of Directors' meeting to plan the details of a training in December.

### **D.** Association Reports

*EMAD:* The association is working on the Homeland Security grant process. DHS/FEMA awards Homeland Security Grant Funds annually to the States. Maine allocates grant dollars to the sixteen Counties. The County EMA offices then convene a process with their towns to determine the funding priorities for the year.

No report was given for the following associations:

- MACCAM
- *MACT*
- MARP
- *MECCA*
- *MRDA*
- MSA

#### **E.** Corrections Report

No report was given

### F. Annual Convention Report

Office Manager Lauren Haven summarized the convention update included in the agenda packet. The committee plans to meet in the next few weeks to begin working on the 2017 convention scheduled for October 13, 14, and 15 at Point Lookout in Waldo County.

#### G. NACo Report

President Baldacci reported that Sallie Clark, NACo's immediate past president and Commissioner of El Paso County Colorado spoke at the convention. Sallie and her husband attended many of the educational sessions and commented on the substantive content of the trainings. Executive Director Matt Chase attended many of the convention activities as well.

#### VII. Other Business

No other business was brought before the Board of Directors.

# VIII. Executive Session per M.R.S. Title 1 Ch. 13 Subchapter 1 §405.6.

Comm. Cote moved and Comm. Fournier seconded going into an executive session to discuss the performance evaluation of the Executive Director. The motion was unanimously approved and non-board members left the room.

# IX. Return to Open Session for Any Action on Executive Session Issue(s)

The group reconvened at approximately 1:00 pm, at which point Comm. Baldacci was directed to provide feedback to the Executive Director.

# X. Adjournment

Respectfully submitted,
MCCA Office Manager, Lauren Haven
Attested:
MCCA Secretary-Treasurer, Michael Cote

President Baldacci adjourned the meeting at approximately 1:05 p.m.

# IDEAS FOR LEGISLATION - 128th Maine State Legislature

MCCA Board Members: Please review the concepts below and decide on appropriate wording to reflect the MCCA Board of Directors' intent.

Equitable Jail Sentencing – (A) Any inmate incarcerated in a county jail longer than 9 months shall either be moved to state prison for the remainder of their incarceration, or the county shall be fairly compensated by the State for all time the inmate is incarcerated in county jail in excess of 9 months. (B) Individuals who violate probation shall be returned to the corrections facility in which they were initially incarcerated and when their probation was granted.

<u>Phlebotomy Regulation</u> – Individuals, who administer blood draws for the purpose of obtaining evidence in suspected illegal substance use cases (phlebotomy), shall be medically certified.

<u>Jail Tax Cap</u> – The current 3% cap on property tax increases for county jails shall be eliminated; and property tax raised for county jail budgets shall be regulated by the same LD 1 growth factor that applies to county budgets, with the provision that the limit may be overridden by the requisite vote of the legislative body.

Revenue from the Legalization of Marijuana for Recreational Purposes – If the sale and use of marijuana is declared legal in Maine for citizens 21 years and older, county government shall be included in any revenue sharing formula developed and utilized as a result of marijuana sales. County government will need additional revenue to pay for increased planning, policy development, monitoring, and enforcement and must receive a "piece of the revenue pie" to help defray costs that may accompany such a major change in public policy.

<u>Video Arraignments</u> – The availability and use of video arraignments shall be mandatory in all jurisdictions of the State of Maine.

<u>Medicare and Medicaid for County Jail Inmates</u> – The State of Maine shall allow for the *suspension* of Medicaid or Medicare eligibility while persons are incarcerated, rather than *termination* of those benefits. That way, when the person is released from jail, their benefits may resume, thereby eliminating one factor that may lead to higher rates of recidivism.



## Rosemary Kulow < rkulow@mainecounties.org>

# Re: Proposed Legislation

1 message

Peter Baldacci < pkbaldacci@gmail.com>

Mon, Oct 17, 2016 at 9:48 AM

To: Rosemary Kulow < rkulow@mainecounties.org>

Cc: "Michael J. Cote" <mjcote@yorkcountymaine.gov>, "Thomas S. Coward" <coward@cumberlandcounty.org>, William Blodgett <wblodgett@roadrunner.com>

My only question is one item 1

Inmates are not considered "state inmates" until they are sentenced.

Pre-trial detainees are ours until sentencing. Is it the intent of leg. that anyone sentenced to serve more than 9 months, including the total of any consecutive sentences, be held in a state prison and not a jail to address the infrequent problem of consecutive sentences that exceed 9 months to allow an inmate to stay in the county jail?

Peter B.

On Fri, Oct 14, 2016 at 11:34 AM, Rosemary Kulow <rkulow@mainecounties.org> wrote: Dear MCCA Officers,

Please let me know if you think the attached accurately represents the legislation discussed and agreed to at the last Board of Directors' meeting. Is this what you had in mind for presenting to potential legislative sponsors?

Thanks, and have a great weekend!

#### Rosemary Kulow

Executive Director
Maine County Commissioners Association
4 Gabriel Drive, Suite 2
Augusta, Maine 04330

Office: 207-623-4697 Cell: 207-653-5855 Fax: 207-512-2124

# M.C.C.A.

Peter Baldacci, President Penobscot County

Thomas Coward, Vice President Cumberland County

Michael Cote, Secretary-Treasurer York County



**Maine County Commissioners Association** 

4 Gabriel Drive, Suite 2 Augusta, ME 04330 207-623-4697 www.mainecounties.org Executive Director Rosemary Kulow

> Lauren Haven Office Manager

# Non-County Factors that Increase Jail Time & County Jail Costs

- > Overcrowding due to opioid epidemic arrests
- ➤ Mental illness
- ➤ Substance abuse/addiction
- Medical conditions
- > Lack of communication and understanding among criminal justice system stakeholders
- > Delays in trial court and sentencing caused by:
  - prosecuting district attorneys
  - defendants/defense attorneys
  - scheduling by court clerks
  - types of sentences issued by judges
  - inability to pay bail
  - scheduling/conducting psychological evaluations
  - medical conditions
  - addiction/substance abuse treatment & counseling
  - inexperienced court-appointed attorneys who avoid unpleasant clients
- > Sending probation violators to county jail, rather than to the state facility where their underlying sentence was imposed
- ➤ Lack of discretionary authority on the part of county law enforcement personnel to issue summonses, rather than arrest and put law violators in jail in some cases
- > Consecutive sentencing for more than one conviction and other judicial sentencing decisions
- > Natural cost increases of goods and services due to changing economics



# NACO EMPLOYEE BENEFITS LLC SUBSCRIPTION AGREEMENT

NACo Public Employee Benefits LLC 25 Massachusetts Avenue Suite 500 Washington, D.C. 20001

#### Ladies and Gentlemen:

The undersigned (the "Subscriber") hereby acknowledges having received and read the Second Amended and Restated Limited Liability Company Agreement (as amended, the "LLC Agreement") of NACo Public Employee Benefits LLC, a limited liability company organized under the laws of the State of Delaware (the "Company"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the LLC Agreement.

# **Subscription Commitment**

The Subscriber hereby subscribes for membership interests (the "Interests") in the Company and agrees to contribute to the capital of the Company, in accordance with the accompanying SUBSCRIBER QUESTIONNAIRE completed and signed by the Subscriber (the "Subscriber Questionnaire"), the amount set forth in the Subscriber Questionnaire as the Subscriber's subscription to the Company, subject to adjustments pursuant to the LLC Agreement. The Subscriber's capital contribution shall be payable in full in immediately available funds upon submission of the subscription documents. Payment must be made by check payable to NACo Public Employee Benefits LLC at 25 Massachusetts Avenue, Suite 500, Washington, D.C. 20001, or by wire transfer to \_\_\_\_\_\_\_.

The Subscriber understands that this subscription is not binding on the Company until accepted by the Company, and may be rejected in whole or in part by the Company in its absolute discretion. If so rejected in full, the Company shall return to the Subscriber, without interest or deduction, any payment tendered by the Subscriber, and the Company and the Subscriber shall have no further obligation to each other hereunder. Unless and until rejected by the Company, this subscription shall be irrevocable by the Subscriber.

The Subscriber understands that the timing of the initial closing of the offering of Interests in the Company will be determined by the Company in its sole discretion. The Subscriber agrees that this subscription may be accepted in part by the Company, and if so, the

Company shall return the appropriate portion of any payment tendered by the Subscriber, without interest or deduction.

# Representations, Warranties and Covenants

To induce the Company to accept this subscription, the Subscriber hereby makes the following representations, warranties and covenants to the Company and to the Members:

- (a) The information set forth in the accompanying Subscriber Questionnaire and SUBSCRIBER CONTACT INFORMATION FORM (the "Subscriber Contact Information Form") is accurate and complete as of the date hereof, and the Subscriber will promptly notify the Company of any change in such information. The Subscriber consents to the disclosure of any such information, and any other information furnished to the Company, to any governmental authority, self-regulatory organization or, to the extent required by law, to any other person.
- (b) Except as disclosed in the accompanying Subscriber Questionnaire, the Subscriber is acquiring the Interests for the Subscriber's own account, does not have any contract, undertaking or arrangement with any person or entity to sell, transfer or grant a participation with respect to the Interests, and is not acquiring the Interests with a view to or for sale in connection with any distribution of the Interests.
- (c) The Subscriber or an advisor or consultant relied upon by the Subscriber in reaching a decision to subscribe has such knowledge and experience in financial, tax and business matters as to enable the Subscriber or such advisor or consultant to evaluate the merits and risks of an investment in the Interests and to make an informed investment decision with respect thereto.
- (d) The Subscriber understands that the Interests have not been and may never be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state law and that the Company is not registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"). The Subscriber agrees to notify the Company prior to any proposed sale, transfer, distribution or other disposition of any Interests or any beneficial interest therein, and, except as otherwise permitted under the LLC Agreement, will not sell, transfer, distribute or otherwise dispose of any Interests without the consent of the Board of Managers of the Company, which may be granted or withheld in the sole discretion of the Board of Managers, and unless the Interests are registered or such sale, transfer, distribution or other disposition is exempt from registration. The Subscriber understands that the Company has no intention to register itself or the Interests with the Securities and Exchange Commission or any state and is under no obligation to assist the Subscriber in obtaining or complying with any exemption from registration. The Company may require that a proposed transferee meets appropriate financial suitability standards, complete and return a subscription booklet, provide the Company with information and documentation necessary for the Company to comply with applicable anti-money laundering laws, and that the transferor furnish a legal opinion satisfactory to the Company

and its counsel that the proposed transfer complies with applicable federal, state and any other applicable laws. An appropriate legend evidencing such restrictions may be placed on any certificates issued representing the Interests and appropriate stop transfer instructions may be placed with respect to the Interests.

- (e) In formulating a decision to invest in the Company, the Subscriber has not relied or acted on the basis of any representations or other information purported to be given on behalf of the Company, except as set forth in the LLC Agreement (it being understood that no person has been authorized by the Company to furnish any such representations or other information).
- (f) The Subscriber recognizes that there is not now any public market for the Interests and that such a market is not expected to develop; accordingly, it may not be possible for the Subscriber to liquidate readily the Subscriber's investment in the Company.
- (g) If the Subscriber is a corporation, partnership, trust or other entity, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; it is authorized and qualified to become a Member in, and authorized to make its capital contributions to the Company and otherwise to comply with its obligations under the LLC Agreement; the person signing this Subscription Agreement on behalf of such entity has been duly authorized by such entity to do so; and this Subscription Agreement has been duly executed and delivered on behalf of the Subscriber and is the valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms. In addition, such Subscriber will, upon request of the Company, deliver any documents, including an opinion of counsel, evidencing the existence of the Subscriber, the legality of an investment in the Company and the authority of the person executing this Subscription Agreement on behalf of the Subscriber which may be requested by the Company.
- (h) The Subscriber consents to the provision by NACo FS Corporation and its affiliates of services or products to, and the receipt of compensation for those services and products from, the Company as permitted under the terms and conditions set forth in the LLC Agreement.
- (i) The Subscriber has adequate means of providing for the Subscriber's current needs and contingencies and has no need now, and anticipates no need in the foreseeable future, to sell the Interests for which the Subscriber hereby subscribes, and the Subscriber currently has sufficient financial liquidity to afford a complete loss of the Subscriber's investment in the Interests.
- (j) The Subscriber has had an opportunity to ask questions of and receive answers from the Company or the Company's authorized representatives concerning the terms and conditions of this offering and other matters pertaining to the Subscriber's investment. In connection with its subscription for the Interests, the Subscriber has consulted with its own independent legal, regulatory, tax, business, investment, financial and accounting advisers to the extent it has deemed

necessary or advisable, and the Subscriber has made its decision to subscribe for Interests based upon its own judgment and upon such advice from such advisers as is has deemed necessary and not upon any view expressed by the Company or any of its representatives.

(k) The Subscriber acknowledges and accepts its obligations pursuant to the LLC Agreement.

#### Indemnification

The Subscriber understands the meaning and legal consequences of the representations, warranties, agreements, covenants and confirmations set out above and agrees that the subscription made hereby may be accepted in reliance thereon. The Subscriber agrees to indemnify, to the fullest extent permitted by law, and hold harmless the Company and the Members from and against any and all loss, damage, liability or expense, including reasonable costs and attorneys' fees and disbursements and costs to investigate any claims, which the Company or the Members may incur by reason of, or in connection with, (i) the Subscriber's breach of any representations or warranties or failure to fulfill any covenants or agreements contained herein, in the Subscriber Questionnaire or in any other document(s) furnished by the Subscriber pursuant to this Subscription Agreement and (ii) any regulatory or governmental agency claim or investigation or inquiry relating to the Subscriber' subscription for Interests pursuant to this Subscription Agreement.

#### Miscellaneous

- (a) The Subscriber agrees that, except as permitted by applicable law, it may not cancel, terminate or revoke this Subscription Agreement or any agreement of the Subscriber made hereunder, and that this Subscription Agreement shall be binding upon the Subscriber's successors and assigns.
- (b) All of the representations, warranties, covenants, agreements and confirmations set out above and in the Subscriber Questionnaire shall survive the acceptance of the subscription made herein and the issuance of any Interests.
- (c) This Subscription Agreement together with the Subscriber Questionnaire, the Subscriber Contact Information Form and the LLC Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- (d) Within ten (10) days after receipt of a written request therefor from the Company, the Subscriber agrees to provide such information and to execute and deliver such documents as the Company may deem reasonably necessary to comply with any and all laws and ordinances to which the Company is or may be subject.

- (e) The Subscriber agrees to provide the Company: (i) a valid and duly executed Internal Revenue Service Form W-9, as appropriate, upon the Subscriber's admission as a Member to the Company and promptly upon a subsequent reasonable request by the Company; (ii) a valid and duly executed Internal Revenue Service Form W-9, thirty (30) days prior to the end of each third taxable year thereafter that the Subscriber owns an Interest in the Company; and (iii) prompt notice upon any change in the information provided on such form.
- (f) The Subscriber understands and acknowledges that the Company is, or may in the future become subject to, anti-money laundering statutes, regulations and conventions of the United States, and the Subscriber agrees to execute instruments, provide information, or perform any other acts as may reasonably be requested by the Company, or an authorized representative of the Company, for the purpose of: (i) carrying out due diligence as may be required by applicable law; (ii) maintaining records of identities, or verifications or certifications as to identities; and (iii) taking any other actions as may be required to comply with and remain in compliance with money laundering statutes, regulations or conventions applicable to the Company.
- (g) The Subscriber authorizes and consents to the Company releasing confidential information about the Subscriber and, if applicable, any underlying beneficial owner(s), to the appropriate governmental or regulatory authorities if the Company, in its sole discretion, determines that it is in the best interests of the Company in light of applicable statutes, regulations and conventions.
- (h) The Subscriber acknowledges that upon acceptance of this Subscription Agreement, the Company may provide a password and other information necessary to access an Internet website maintained by the Company through which information regarding the Company may be provided on a confidential basis. The Subscriber agrees to refrain from sharing the password or other information necessary to access the website with anyone other than authorized personnel or agents of the Subscriber or investment managers, advisers, consultants or similar professionals retained by the Subscriber and authorized to access the website on the Subscriber's behalf. The Subscriber will keep confidential all information regarding the Company, its business and prospects, as well as information regarding the other Members and will not disclose or use any such information except as required to fulfill its obligations under the LLC Agreement or to monitor its investment.

# **Limited Power of Attorney**

Subject only to the acceptance of this Subscription Agreement by the Company, the Subscriber hereby (i) joins in and agrees to be bound by the LLC Agreement as a Member; and (ii) irrevocably constitutes and appoints NACo FS Corporation, with full power of substitution, its true and lawful attorney-in-fact and agent, in its name, place and stead to make, execute or sign, acknowledge, swear to, verify, deliver, record, file and/or publish (in each case, in accordance with the terms of this Subscription Agreement and the LLC Agreement) (x) the LLC Agreement and any amendment or restatement thereto, the Company's Certificate of Formation

and any amendment thereto and such other documents, instruments and certificates which may from time to time be required by the laws of the United States of America, the laws of the state of the Company's formation, or any other jurisdiction in which the Company conducts or plans to conduct its affairs, or any political subdivision or agency thereof, in order to qualify or otherwise enable the Company to conduct its affairs in such jurisdictions or to effectuate, implement and continue the valid existence and affairs of the Company, and (y) such instruments and documents necessary to effect the transactions contemplated by the LLC Agreement. Such attorney is not hereby granted any authority on behalf of the Subscriber, as a Member, to amend the LLC Agreement except as set forth in the LLC Agreement and except that as attorney-in-fact for a Member, NACo FS Corporation will have the authority to execute any duly adopted amendment to the LLC Agreement. It is expressly intended by each Subscriber that the power of attorney granted by this paragraph is coupled with an interest, shall be irrevocable, and shall survive and not be affected by the subsequent bankruptcy, cancellation, dissolution or termination of the Subscriber and shall extend to such Subscriber's successors and assigns.

#### **Notices**

Any notice required or permitted to be given to the Subscriber in relation to the Company shall be sent to the address, facsimile number or e-mail address specified as the Primary Contact on the Subscriber Contact Information Form accompanying this Subscription Agreement or to such other address, facsimile number or e-mail address as the Subscriber designates by written notice received by the Company.

# **Governing Law**

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. If it is determined by a court of competent jurisdiction that any provision of this Subscription Agreement is invalid under applicable law, such provision shall be ineffective only in such jurisdiction and only to the extent of such prohibition or invalidity, without invalidating the remainder of this Subscription Agreement. Any action or proceeding against the parties relating in any way to this Subscription Agreement may be brought and enforced in the courts of the District of Columbia, to the extent subject matter jurisdiction exists therefor, and the parties irrevocably submit to the nonexclusive jurisdiction of each of those courts in respect of any such action or proceeding.

[SIGNATURE PAGES FOLLOW]

### MEMBER SIGNATURE PAGE

Execution of this Signature Page evidences the Subscriber's agreement to be bound by this Subscription Agreement and by the LLC Agreement of NACo Public Employee Benefits LLC, and constitutes a counterpart Signature Page to each of the foregoing.

The Subscriber confirms that the information contained in the Subscriber Questionnaire and the Subscriber Contact Information Form is complete and accurate and will notify the Company immediately of any material change occurring prior to the acceptance of its subscription.

Name of S	Subscriber
\$	<u></u>
Requested C	ommitment
De	A
Da	te
<b>ENTITIES</b>	
Signature of Authorized Signatory	Signature of Authorized Signatory
Name of Authorized Signatory	Name of Authorized Signatory
a real sections and a section of	rame of reducitized Signatory
Title of Authorized Signatory	Title of Authorized Signatory

# COMPANY ACCEPTANCE PAGE

Execution of this Signature Page by the Company constitutes acceptance of the above-named Subscriber's Subscription Agreement, and admission of such Subscriber as a member of NACo Public Employee Benefits LLC.

 $NACo\ Public\ Employee\ Benefits\ LLC$ 

Name:		
its:		



Maine County Commissioners Assn - October 12-15, 2017

Description	Quantity	Days/Nights	Average Cost*	<u>Pretax</u> <u>Total</u>	9% Tax	Total	L
<u>Accommodations</u>	Room Nights						
One Bedroom Queen Studio Cabin	25	1	s149.00	s 3,725.00	s 335.25	s 4,060	0.25
One Bedroom King Studio Cabin	10	1	s149.00	s 1,490.00	s 134.10	s 1,624	4.10
Two Bedroom Double, One Bath Cabin	27	1	s169.00	s 4,563.00	s 410 67	s 4,973	3.67
Two Bedroom Queen, Two Bath Cabin	55	1	s179.00	s 9,845.00	s 886.05	s 10,731	1.05
Three Bedroom, Two Bath Cabin	8	1	s 299.00	s 2,392.00	s 215.48	s 2,607	7.28
Lodging Total:	Fri 75 Cabin	s/Sat 50 Cabins		\$ 22,015.00	ZXX IIV	\$ 23,996	5.35

Price may vary based on season, and discounts may be available based on occupancy.

Standard Cabin Amenities include: Linens, sheets, towels, microwave, coffee maker, mini fridge, wireless internet, DVD player.

While staying with us, guests are encouraged to use the on site fitness center, bowling center and hiking trails.

			Cost	Food Total	Gratuity/ Svc Chg	Та	x	Catering Total
Dining/Catering/Meals								
Breakfast:	150	2	\$12.50	s 3,750.00	s 750.00	s 30	6.00	s 4,806.00
AM Refreshment Break:	150	2	\$9.00	s 2,700.00	s 540.00	s 22	0.32	s 3,460.32
Lunch Buffet:	150	2	\$24.00	s 7,200.00	s 1,440.00	S 58	7.52	s 9,227.52
Reception/not including bar or bartenders	200	1	\$10.00	s 2,000.00	s 400.00	S 16	3.20	s 2,563.20
Dinner Buffet:	200	1	\$40.00	s 8,000.00	s 1,600.00	s 6	2.80	s 10,252.80
Reception/not including bar or bartenders	150	1	\$10.00	s 1,500.00	s 300.00	S 12	22.40	s 1,922.40
Dinner Buffet:	150	1	s35.00	s 5,250.00	s 1,050.00	S 42	8.40	s 6,728.40
Bar Ontions and Hors d'Oeuvres available upon	request		*					\$ -

Dining Subtotal \$ 30,400.00 / 080 2509 \$ 38,960.6

\*\* Dining Costs are estimated, final menu choices are due 30 days prior to event, price will vary depending on final meal option chosen.

\*\* A service charge of 18% of the total food & beverage revenue will be added, which will be provided to wait staff employees, service employees and/or service bartenders. An admin fee can be added. This admin fee is retained by the resort and is not a tip, gratuity or service charge for any employee and is not the property of the employees providing service to you. An 8% State sales tax will also apply to all food & beverage charges. A 5.5% state tax will apply to AV.

Conference Fees							
Hedges Hall & Pavilion	.1	2	\$5,500.00	\$ 11,000.00	n/a	\$	2,500.00
Bowling Center	-1	1.	\$400.00	\$ 400.00	n/a	\$	400.00
Vendor Tables \$25 ea				S -	\$ -	S	. A <sup>2</sup>
Audio-Visual Charges (tbd)				S -	\$ -	S	-
				S -	S -	S	
Conference Subtotal				7-41 × 42	1176	12	2,900.00
Shuttle Service per vehicle per hour			s100.00	S -	n/a	S	-
Transportation Subtotal	19-10 - 19-19-19-19-19-19-19-19-19-19-19-19-19-1	, in				ş	
SUBTOTAL						s	41,860.64
Estimated Conference & Food	_					\$	41,860.64

#39,380



September 14, 2016

Ms. Lauren Haven, Office Manager Maine County Commissioners Association 4 Gabriel Drive, Suite 2 Augusta, ME 04330

RE: Maine County Commissioners 2017 Conference

10/12/2017 - 10/15/2017

Dear Lauren:

We appreciate your interest in Point Lookout and are holding the above dates you requested on a tentative basis subject to receiving the enclosed Group Contract and advance deposit.

The Group Contract outlines your requirements, as we currently understand them. Please review the contract carefully, and if all appears correct, initial each page, then sign and date the last page and return a copy with the advance deposit of \$3,500.00 and completed credit card authorization form. Upon receipt of the contract, it will be countersigned and returned to you for your files. You may note any corrections or changes, and we will correct our records; if questions arise, we will contact you to discuss the notations.

Thank you for selecting Point Lookout for your conference. We look forward to working with you and welcoming your attendees.

Sincerely,

Catherine

Catherine Smith Director of Sales



### **GROUP CONTRACT**

Date Created:

October 14, 2016

Sales Contact:

Catherine Smith, DOS

File#

G/0015

# **GROUP INFORMATION**

Organization:

Maine County Commissioners Association (MCCA)

Contact:

Lauren Haven, Office Manager

Address:

4 Gabriel Drive

Augusta, ME 04330

Phone Number:

(207) 623-4697

Email Address:

lauren.haven@mainecounties.org

# **DATES REQUESTED**

Arrival/Check-In:

Thursday 10/12/2017

Departure/Check-Out:

Sunday 10/15/2017

# **ROOM INFORMATION**

Cribs and Cots are available at Point Lookout for a \$20 per day fee. Point Lookout does not guarantee specific room type availability. Requests will be accommodated based on availability.

# **RATE INFORMATION**

All rooms are per night, and do not include Maine State Lodging Tax. Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

Day	Date Rm Type Room		Rooms	Rate	Total
Thursday 10/12/2017		1 Bedroom King 2		\$149.00	15 Cabins
		1 Bedroom Queen	4	\$149.00	
		2 Bedroom 1 Bath	2	\$169.00	
		2 Bedroom 2 Bath	5	\$179.00	
		3 Bedroom 2 Bath	2	\$299.00	
Friday	10/13/2017	1 Bedroom King	5	\$149.00	75 Cabins
		1 Bedroom Queen	15	\$149.00	
		2 Bedroom 1 Bath	15	\$169.00	

nitia	als:		

_		2 Bedroom 2 Bath	35	\$179.00	
		3 Bedroom 2 Bath	5	\$299.00	
Saturday	10/14/2017	1 Bedroom King 5 \$149.00		\$149.00	50 Cabins
		1 Bedroom Queen	10	\$149.00	
		2 Bedroom 1 Bath	12	\$169.00	
		2 Bedroom 2 Bath	20	\$179.00	
		3 Bedroom 2 Bath	3	\$299.00	
		Total Room Night	\$24,740.00		

#### METHOD OF RESERVATION

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

**Individual Call-In:** Should your attendees be making their own reservations directly with our Reservations Department, they need to call 1-800-515-3611 or 207-789-2000. Please advise your attendees to refer to Maine County Commissioners when making their reservation to qualify for the special group rate.

Rates cannot be changed upon check-in or check-out for guests who fail to identify their affiliation at the time the reservation is requested. After the cut-off date, reservations will be accepted on a space available, and rate available basis.

Individual Call-In: In order to confirm reservations a credit card is required for guarantee.

### **RESERVATIONS DUE DATE**

All unreserved portions of the guestroom block will be released on **Thursday**, 09/14/2017, thirty days prior to the groups arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the hotel's general inventory. Reservation requests from your attendees received less than thirty days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

#### CHECK-IN AND CHECK-OUT TIMES

Our check-in time is 4:00 p.m.; check-out time is 10:00 a.m. All guests arriving before 4:00 p.m. will be accommodated as rooms become available. Our front desk can arrange to check luggage for those arriving early when guestrooms are unavailable, and for guests attending functions on departure day.

Should a guest require a late check-out, they are required to contact the Front Desk for availability; applicable charges will apply.

#### GUEST ROOM CHARGES

It is our understanding that your guests will pay their own account upon departure. When

m	llai	S		

reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation. An individual's deposit is refundable to that individual if Point Lookout Resort & Conference Center receives notice of an individual's cancellation at least 48 hours prior to scheduled arrival, though this shall have no bearing upon the groups total liability pursuant to either the attrition or cancellation clauses herein. Upon check-in, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges for the length of the guest's stay, plus the anticipated use of the hotel's ancillary services. Should any guest not settle his or her account in full upon departure, the group will be responsible for those charges.

## **GUEST ROOM BLOCK ATTRITION**

We require at least 85% utilization of your total blocked room nights. If room nights fall below the required utilization (allowing for an attrition rate of 15%), Maine County Commissioners Annual Meeting will be responsible for rooms unsold from the original block, less allowed attrition. Attrition will be calculated by multiplying the number of remaining sleeping room nights, times the group rate, excluding taxes.

At the reservations due date, as established above, we will calculate the amount of room attrition which we anticipate will be due. We will advise you of that amount shortly thereafter, and that amount will be due immediately upon receipt of our invoice. Upon receipt of your payment, that amount will be credited to your master account and will be applied to the final calculation of rooms and food and beverage attrition upon the conclusion of your meeting.

# FUNCTION FACILITIES REQUIREMENTS AND FEES

Point Lookout Resort & Conference Center will provide all of the function space you require in accordance with the schedule of events which is described below for a fee of \$2,900.00, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

Six months prior to your event, we require a final estimated program of events in order to finalize your specific daily requirements. Three months prior to your event, we require a final program of events in order to finalize specific daily requirements. Should we not receive these documents at six and three months prior to your event, we reserve the right to use your program from your last meeting, so long as it does not exceed the parameters of the schedule of events below. Nothing in these documents will be construed to waive or alter the rooms and food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. Point Lookout Resort & Conference Center reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by the group without the hotel's prior approval.

Initia	als.		
--------	------	--	--

From	To	Function Name	Function Room	Covers
Thu 10/12/2017	Thu 10/12/2017	Vendors Set Up	Penobscot	
08:00AM	01:00PM	Day	Pavilion	
Fri 10/13/2017	Fri 10/13/2017	Workshops	Hedges Hall &	150
08:00AM	2:00PM	Breakfast/Break	Pavilion	
		/Lunch		
Fri 10/13/2017	Fri 10/13/2017	Reception/	Hedges Hall &	200
06:00PM	09:00PM	Dinner	Pavilion	
Sat 10/14/2017	Sat 10/14/2017	Workshops	Hedges Hall &	150
08:00AM	02:00PM	Breakfast/Break	Pavilion	
		/Lunch		
Sat 10/14/2017	Sat 10/14/2017	Bowling	Bowling Center	100
02:00PM	04:00PM		J	
Sat 10/14/2017	Sat 10/14/2017	Reception/	Hedges Hall &	150
06:00PM	09:00PM	Dinner	Pavilion	
Sun 10/15/2017	Sun 10/15/2017	Breakfast	Hedges Hall	100
7:00 AM	10:00 AM			

# • Vendor Tables \$25 per, including power

All planned functions of the group should be arranged at the time of the execution of the contract. Meeting room set-up requirements must be advised at the time of booking due to limited capacities. Additional function space requests will be accommodated on a space available basis and at a cost to be negotiated upon notification of need. Function rooms are assigned based upon the minimum number of people anticipated. We reserve the right to reassign space based on actual attendance.

#### ROOM BLOCK AND SERVICE COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and Point Lookout Resort & Conference Center makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Point Lookout Resort & Conference Center to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, Point Lookout Resort & Conference Center is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized Point Lookout Resort & Conference Center at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

Initia	S:
--------	----

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of Point Lookout Resort & Conference Center to establish its loss prospectively, shall be due as liquidated damages. Because Point Lookout Resort & Conference Center reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate Point Lookout Resort & Conference Center for all of its losses associated with cancellation and/or attrition.

# ANTICIPATED ROOM NIGHT/BANQUET FOOD & BEVERAGE REVENUE:

At this time, Point Lookout Resort & Conference Center is holding 140 room nights for your use over the contracted dates, totaling revenues of \$24,740.00. Planned banquet food and beverage revenue is \$30,400.00 All revenue figures are net and not inclusive of taxes, service charge or commissions.

# MEETING ROOM SET-UP FEE

Specific details as to registration, rooming of persons attending, accounting, Master Account charges, credit approval, promotional publicity, and other matters will be worked out to the satisfaction of both parties sixty (60) days prior to the contracted event. Any physical alterations to function rooms, i.e., tacks in walls or doors, tape, nails, etc., must be cleared with the Conference Service Coordinator before use. Any damage will be the responsibility of the group along with any changes that are incurred.

Maine County Commissioners will be responsible for reimbursing Point Lookout and other persons, employees, agents, including outside contractors, for any damages caused by members of its group or by any of its employees, agents, contractors, or subcontractors. Each member of the group will be required to furnish a major credit card and a signed registration card upon check-in. Maine County Commissioners will be responsible for any damage to the extent Point Lookout is unable to collect payment from members of Maine County Commissioners. Point Lookout reserves the right to terminate any group member's lodging in the event of damage to rooms or facilities.

Point Lookout reserves the right to inspect and control all private functions. Should excessive noise occur, or should there be complaints or a disturbance after 10 p.m. or before 7 a.m., Point Lookout Resort & Conference Center reserves the right to take appropriate action necessary to control the event.

Maine County Commissioners hereby indemnifies and holds Point Lookout and its parent, affiliates and subsidiaries, harmless from and against any and all claims, liability, damage, or loss arising out of any injury to or death of any person or damage to or loss or destruction of property occurring in, on, or about the rooms and facilities in which they are located, from any cause whatsoever except for the acts or omissions or negligence of Point Lookout, its agents, employees, or subcontractors.

Initia	Is:			
--------	-----	--	--	--

It is Maine County Commissioners's responsibility to inform all members of its group of the applicable policies contained in this Agreement. Point Lookout accepts no liability for failure to inform said individuals of such policies.

In the case of default in carrying out the terms, policies, or conditions contained in the Agreement, the party in default agrees to pay reasonable attorneys' fees and all costs of the other party which may be incurred in enforcing this Agreement.

All changes to this Agreement must be in writing and must be signed by both parties hereto.

#### **BANQUET CHARGES**

Point Lookout adds a service charge of 18 % of the total food and beverage revenue, which will be provided to wait staff employee, service employees and/or service bartenders. An administrative fee of 2% of the total Food and Beverage revenue and applicable taxes will be added. This administrative fee is retained by the Hotel and is not a tip, gratuity or service charge for any employee and is not the property of the employee(s) providing service to you

An 8% State sales tax will also be applied to all Food and Beverage charges. A 5.5% State tax will be applied to all Audio-Visual charges.

#### FOOD & BEVERAGE POLICIES

At the time of receipt of this signed agreement, a Conference Service Manager will be assigned to discuss all details regarding guest room reservations, meeting room setup, catering events and Audio Visual.

Menu selections must be received by your assigned Conference Service Manager at least thirty (30) days prior to the function. All food and beverage items consumed in banquet rooms and outlets must be purchased at Point Lookout. Minimum guarantees for all food and beverage functions must be stated to Point Lookout, in writing, at least (7) business days (not to include Saturday and Sunday) prior to the event. All charges are based upon the guarantee, or the actual number of guests served, whichever is greater. The resort will set for 5% over the guarantee. Catering pricing is not guaranteed and may change at any time without notice. Catering pricing will not be guaranteed until a specific menu(s) is chosen and Banquet Event Orders are signed.

Point Lookout is licensed to serve food and beverages. No food or beverages may be brought into any public places at Point Lookout.

#### **BEVERAGE LIABILITY**

All alcoholic beverages to be served on Point Lookout's premises for the event must be dispensed by the resort's servers or bartenders. Proper identification may be required to verify age. We reserve the right to refuse service to any persons who do not display proper identification or who may appear intoxicated.

Point Lookout adds a service charge of 18 % of the total food and beverage revenue, which will be provided to wait staff employee, service employees and/or service bartenders. An administrative fee of 2% of the total Food and Beverage revenue and applicable taxes will be

Initial	S:		

added. This administrative fee is retained by the Hotel and is not a tip, gratuity or service charge for any employee and is not the property of the employee(s) providing service to you. An 8% State sales tax will also be applied to all Food and Beverage charges.

# PACKAGE RECEIVING/SHIPPING

Packages will be received no earlier than five (3) days prior to your event. To ensure proper delivery, the following information must be included on all items shipped to the resort:

- Title of Event
- Date of Event
- Name of Conference Service Manager

If you are planning to ship items from Point Lookout, your item must be ready for shipment when we receive it. This includes item(s) properly packaged, sealed, and labeled with a call tag. UPS and FED-X do not pick-up here daily; only when requested and pick-up times vary between 11am and 2pm, Monday through Friday. We are not responsible for contacting shippers for call tags as there is a fee associated with that pick-up. You must request your pick-up on your FED-X or UPS account. All items going out must be brought to the Welcome Center where the guest check-in desk is located. To ensure that your item(s) ship as requested, please adhere to these guidelines to ensure your package arrives on time to the correct destination.

Listed below are phone numbers for both shippers, UPS and FED-X.

FED-X 1-800-463-3339

UPS 1-800-742-5877

# **MISCELLANEOUS CONDITIONS**

Any alterations of the above contract are subject to availability. The group rate is derived based upon your arrival pattern. Any alterations to your arrival pattern will result in a possible rate change. Your rate will be based upon rates available at that time.

Point Lookout and Maine County Commissioners each agree to carry adequate liability and other insurance protecting itself against any claims arising from any activities conducted at Point Lookout Resort & Conference Center during the contracted event. Point Lookout will not assume responsibility for damage or loss of any merchandise, printed matter or art placed at Point Lookout during or following functions.

The performance of the agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency making it inadvisable, illegal, or impossible to provide the facilities or to hold the contracted event.

# DEPOSIT PROCEDURE AND TIMELINE

An advance non-refundable deposit of \$3,500.00 is required with the return of this signed Agreement to hold your arrangements on a definite basis. This advance deposit is due to Point

Initials:		

Lookout on Wednesday, 11/09/2016. Deposits may be made by check or credit card. Point Lookout reserves the right to cancel this group agreement or withhold services should the deposit schedule not be met.

Due	Amount	Received	Type	Description
11/09/2016	\$3,500.00	\$0.00		Deposit

#### PAYMENT AND BILLING PROCEDURES

In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by Point Lookout Resort & Conference Center at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the group and the group shall be liable for amounts as described in the cancellation provisions.

The following items shall be charged to the Master Account: banquet food and beverage charges, attrition charges, meeting space rental charges, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged for by Point Lookout Resort & Conference Center or directly by the Group. The Group further agrees that all charges associated with use of the grounds, function space, facilities and services of Point Lookout Resort & Conference Center by its vendors shall be posted to the Master Account. All master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Individual guest accounts are payable at check-out by cash or credit card. The deposits and payments will be applied to your master account in the form of credits.

A Credit Card is required as a secure form of payment with the return of the signed contract in order to guarantee space. Please note, charges will only be applied to the card in the event another valid form of payment has not been received at the conclusion of your program or in the event of cancellation, or your program and payment obligations have not been met accordingly.

All Point Lookout Resort & Conference Center events require a guarantee of payment at the time of booking by either credit card or cash deposit.

# CASH, CHECK OR CREDIT CARD

With this option, the estimated total payment is due fourteen (14) days prior to the beginning of your arrival date. Any remaining balance will be settled at departure.

Initials	

Please select by circling the responsible party for each category:

Room & Tax:

Master Account

Individual

Incidentals:

Master Account

Individual

Please Sign:

Maine County Commissioners agrees to provide Point Lookout with written notice of any decision to cancel or to otherwise essentially abandon its use of the Total Room Nights and Catered Meal Functions (a "Cancellation") within seven (7) business days of such a decision. Maine County Commissioners acknowledges that a Cancellation would constitute a breach of Maine County Commissioners obligation to Point Lookout Resort & Conference Center, and Point Lookout Resort & Conference Center would be harmed by that cancellation. If a Cancellation occurs, the parties agree that:

- a. It would be difficult to determine the resort's actual harm;
- b. The sooner Point Lookout Resort & Conference Center receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher.
- c. The highest dollar amount in the chart set forth below reasonably estimates Point Lookout's harm for a last-minute cancellation, and through its use of a sliding scale that reduces damages for earlier cancellations, the chart also reasonably estimates Point Lookout's ability to lessen its harm by reselling Maine County Commissioners's space and functions.

Maine County Commissioners therefore, agrees to pay Point Lookout Resort & Conference Center, within (30) days after written notification to Point Lookout as liquidated damages and not as a penalty, the amount listed in the Chart below.

#### **CANCELLATION NOTICE**

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

Initials	3.	

Provided that Maine County Commissioners notifies Point Lookout Resort & Conference Center of the cancellation, and pays the above liquidated damages, Point Lookout agrees not to seek additional damage from Maine County Commissioners relating to the Cancellation.

#### **ACCEPTANCE**

Please sign and return a copy of the contract by Wednesday, 11/09/2016. This agreement will constitute a binding contract between Point Lookout and Maine County Commissioners. The individuals signing below represent that each is authorized to bind his or her party to this contract. If this contract is not received by the above date, all rooms and space referred to herein will be released, and neither party will have any further obligations under this agreement.

Point Lookout Resort & Conference Center and Maine County Commissioners have agreed to and have executed this Contract by their authorized representative as of the dates indicated below:

#### CONTRACT TERMS

To guarantee rates quoted, the availability of sleeping rooms requested, and all other terms, this contract must be signed and returned by 11/09/2016 or Point Lookout reserves the right to release the guest rooms and function space held.

I hereby accept the above stated terms and conditions, and further warrant that I have authority to sign on behalf of Maine County Commissioners.

ORGANIZATION REPRESENTATIVE	POINT LOOKOUT REPRESENTATIVE		
TITLE	TITLE		
SIGNATURE/DATE	SIGNATURE/DATE		

nitials	5	



# CREDIT CARD AUTHORIZATION FORM

Group Name:				
CONTACT NAME:				
EVENT DATE:				
Point Lookout Con	ГАСТ:			
CREDIT CARD TYPE:	M/C	VISA	AMEX	DISC
Credit Card Number	R:			
			CVV:	
Cardholder Name:				
Cardholder Billing	ADDRESS:			
I am authoriz credit card a	zing Point Loo ccording to th	kout Resort de e contracted	and Conference ( deposit schedule	Center to charge this
Authorized	SIGNATURE: _			
				Initials

Peter Baldacci, President Penobscot County

Thomas Coward, Vice President Cumberland County

Michael Cote, Secretary-Treasurer York County

# M.C.C.A.



4 Gabriel Drive, Suite 2 Augusta, ME 04330 207-623-4697 www.mainecounties.org Rosemary Kulow Executive Director

Lauren Haven Office Manager

# Executive Director's Report November 9, 2016

# **Issues & Activities:**

<u>Budget</u> – The MCCA Budget and Finance Committee and I have concluded work on the proposed budget for 2017, and it will be presented to the MCCA Board of Directors in December. At that time, the Board of Directors will vote either to accept the budget as presented by the committee or amend it for presentation to the full membership at the Annual Meeting in January.

<u>Legislative Sponsors</u> – In order to line up possible sponsors of legislation, I sent out a request to all counties asking for names of legislators thought to be willing to support the cause of county government in legislative matters. I want to thank those of you who responded. Thanks to your help we now have quite an extensive list of sympathetic legislators, which may be extended, depending on election results.

<u>Audit</u> – The auditor, with whom MCCA has contracted, Ron Beaulieu, visited the MCCA office with an associate in late October to review MCCA records and office procedures. Prior to that, they had been performing audit functions remotely from their office, as our office had previously provided the documents they requested to review. We should be receiving the 2014-2015 audit report in the near future.

Training for County Commissioners – An all-day training session for new and current county commissioners is scheduled for 8:30 a.m. - 4:30 p.m. December 9, 2016, at the Augusta Civic Center. Various topics of interest to county commissioners will be covered by 4 or 5 presenters. The morning session will cover county commissioners' duties and responsibilities as defined in Maine Statutes. Then, special shorter sessions will discuss (1) risk management, (2) the Freedom of Access Act and open meeting law, and (3) jail standards and inspections. Refreshments and lunch will be provided for attendees. It is possible that a minimal registration fee of \$25 may be charged to cover expenses; however, that remains to be determined at the Board of Directors' meeting November 9<sup>th</sup>.

#### Power Point on Marijuana in Colorado

Please see the attached copy of a Power Point presentation that provides highlights of Colorado's first year of experience with legalized marijuana. I can provide additional insight from the conference call we had with the executive directors of the Colorado and Washington state associations of counties if the board is so inclined.

<u>Lauren Haven's Third Anniversary</u> – This October 28<sup>th</sup> marked the third anniversary of Lauren's date of hire as Administrative Assistant, then Office Manager for the MCCA. I conducted an evaluation of her performance and congratulated and thanked her for her exemplary service. We are blessed to have Lauren on the MCCA staff, and I know you join me in thanking her for all the tremendous work she does.

**<u>Retirement</u>** – The attached letter provides notice of my retirement from the MCCA.

#### Meetings/Events since the October 12, 2016 Board of Directors' Meeting

Oct. 13 Oct. 18 Oct. 19 Oct. 20 Oct. 25 Oct. 26	LPC Conference Call regarding Legalization of Recreational Marijuana Kennebec County Commissioners' Meeting NCCAE Webinar – Pitfalls of Decision Making NACo Agriculture & Rural Affairs Steering Committee Conference Call Meeting MCCA Budget & Finance Committee Conference Call Meeting NACo Northeast Region Conference Call Meeting
Nov. 4	Convention Planning Committee Meeting in Belfast

#### Upcoming Planned eetings/ vents (as of this writing):

Nov. 17	MACCAM Meeting at MCCA Office @ 1:00 p.m.
Nov. 22-28	Vacation
Dec. 9	Training for County Commissioners at Augusta Civic Center @ 8:30 a.m 4:30 p.m.
Dec. 14	MCCA Board of Directors' Meetings @ 9:00 & 10:00 a.m.

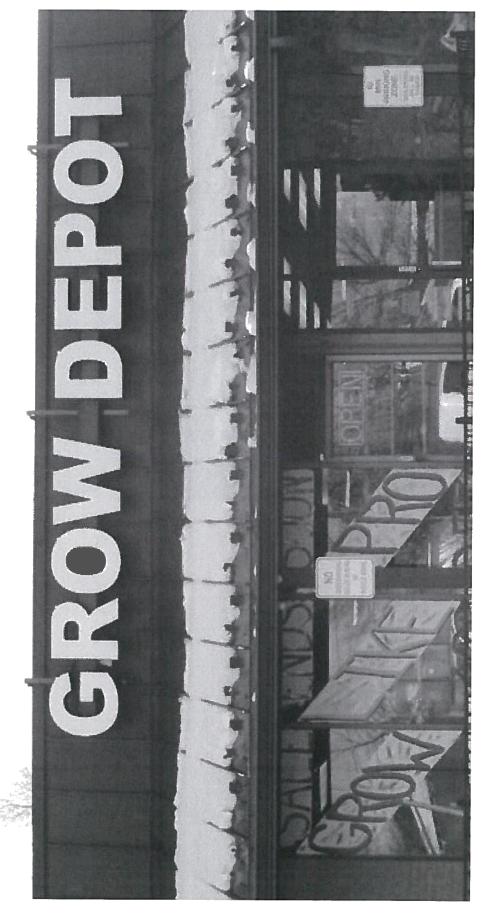
As always, if you have any questions or comments about my activities or reports, please don't hesitate to let me know. Thank you for your attention and service.

Respectfully submitted

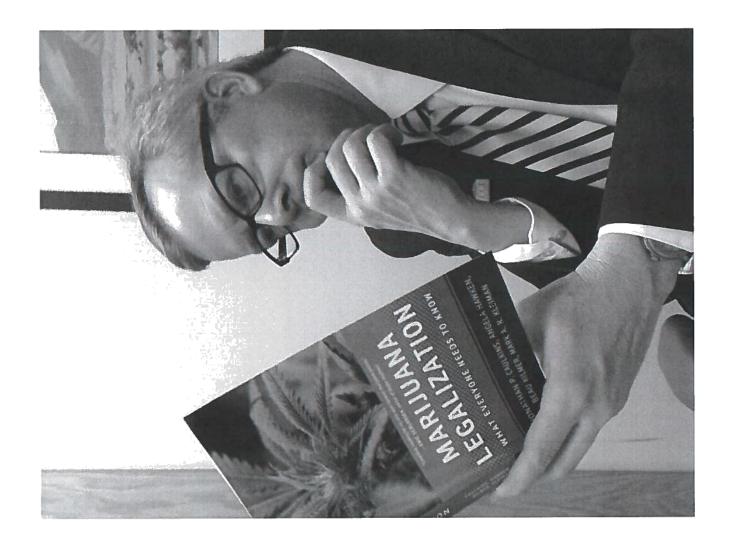
Rosemary Kulow Executive Director



#### Marijuana in Colorado: One Year Later



2014 RCRC Conference



#### **Questions?**

#### **Currently Dealing With In Colorado** Other Issues that Counties are

- Kitchen Inspections of Infused Product Manufacturers
- Continued Concerns Over the Safety of Edibles
- **Banking Issues**
- Building Department Inspections and Safety Concerns
- Water Use Restrictions
- Lack of Prosecution of Illegal Grow Operations

## Revenue and Taxation (cont'd)

authority to put a county sales and/or excise tax Still unresolved is the question of explicit local question on the local ballot

CCI may bring legislation in 2015 to clarify this authority Concerns over "how much is too much" with respect to tipping point is that will drive consumers back to black taxation on recreational marijuana and where the market

### Revenue and Taxation

established two state revenue raising components: Successful ballot question in November 2013 that

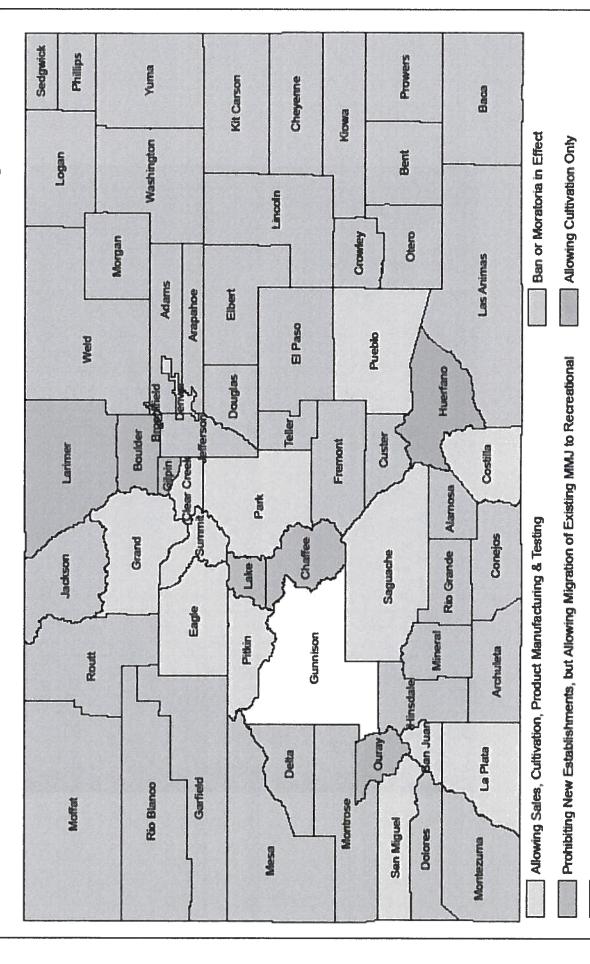
 15% excise tax on cultivated marijuana earmarked for school capital construction (laid out in Amendment 64); and  10% special sales tax to be imposed over and above the state's normal 2.9% sales tax. The legislature can increase or decrease the sales tax rate, but it cannot go higher than 15%

15% shareback to local jurisdictions (i.e. 1.5% tax) established in HB 1318

### **Employers' Rights**

marijuana in the workplace or to affect the ability require an employer to permit or accommodate of employers to have policies restricting the use Colorado Constitution, Article XVIII, Section 16, (6)(a) "Nothing in this section is intended to the use, consumption, possession, transfer, display, transportation, sale, or growing of of marijuana by employees."

# County Regulatory Status - Recreational Marijuana



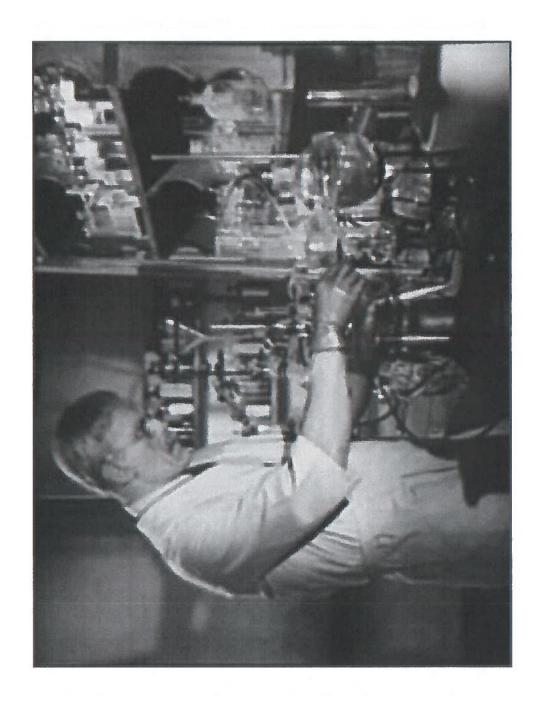
Map Revision: July 29, 2014

For information purposes OVILY. Please contact individual counties for specifics on their regulatory status.

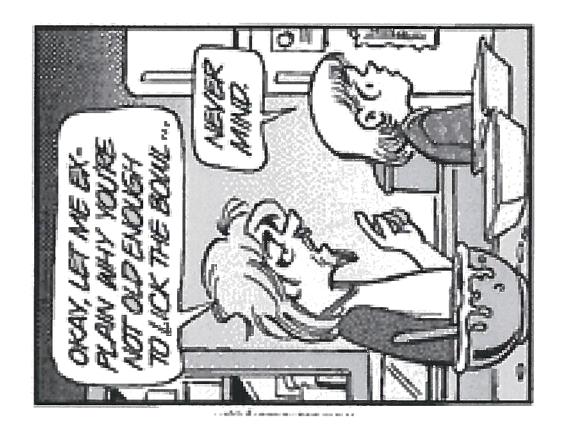
Allowing Cultivation, Product Manufacturing & Testing Only

Created by Trent Pingenot for CCI

# 4. Marijuana Testing Facility



#### 3. Marijuana Product Manufacturing Facility



# 2. Marijuana Cultivation Facility

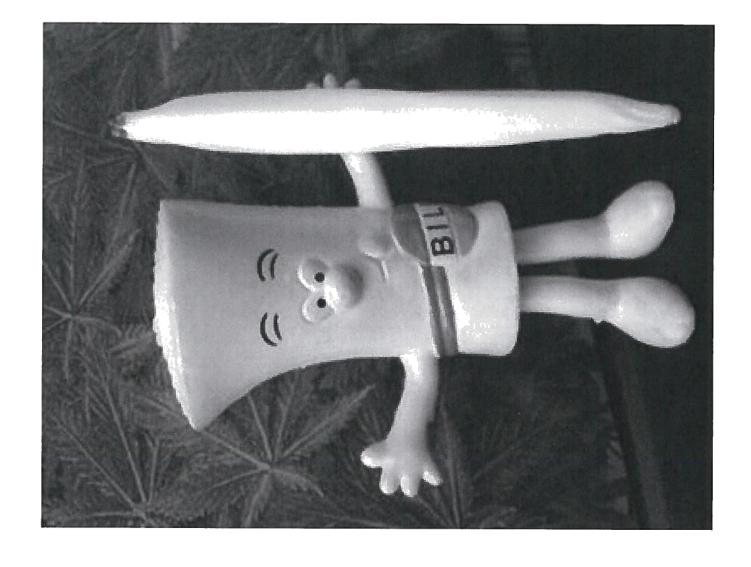


## 1. Retail Marijuana Store



### **Local Control**

Counties are authorized to ban recreational marijuana businesses altogether If a county decides to allow businesses, the **BOCC can decide to allow one or more of** the four different types of recreational marijuana licenses



Implementing Legislation:

HB 13-1317 SB 13-283 HB 13-1318 HB 13-1325

#### **Local Authority Working Group** Recommendations

Establish and define "operating fees"

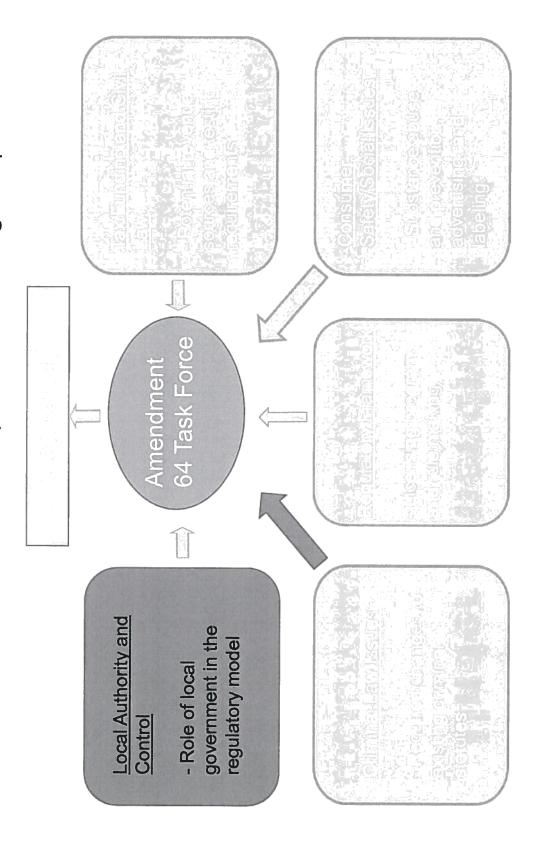
State-issued licenses should be conditional until local government gives authorization/approval

government (local license, simple land use approval, What that approval looks like is up to the local

■ Governor should reconvene task force in 3 years to review recreational marijuana industry and the regulatory scheme that is in place

### Amendment 64 Task Force

 Governor creates task force to make recommendations to legislature on implementing Amendment 64. Comprised of 5 Working Groups.



#### **Local Government Powers Under Amendment 64**

(Colorado Constitution, Article XVIII, Section 16, 5 (f)) ANNUAL OPERATING, LICENSING, AND APPLICATION REGULATIONS ... ESTABLISHING A SCHEDULE OF "A LOCALITY MAY ENACT ORDINANCES OR FEES FOR MARIJUANA ESTABLISHMENTS"

#### **Local Government Powers Under Amendment 64**

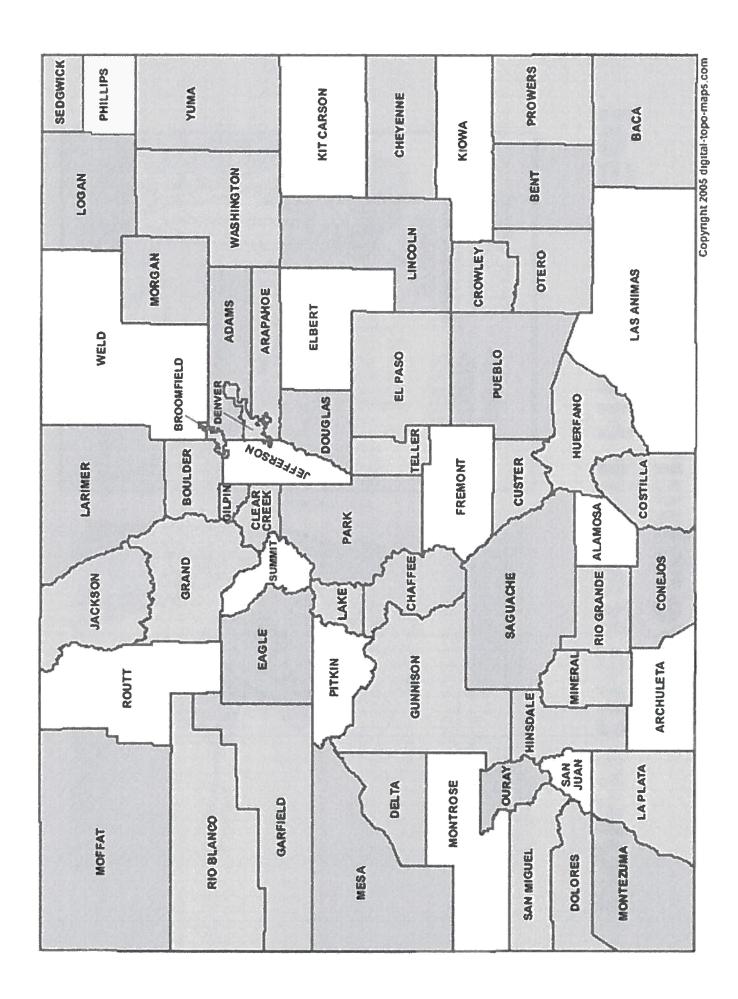
REVOCATION OF A LICENSE ISSUED BY THE LOCALITY IN REGULATIONS, NOT IN CONFLICT WITH THIS SECTION PURSUANT TO THIS SECTION, GOVERNING THE TIME, (Colorado Constitution, Article XVIII, Section 16, 5 (f)) PROCEDURES FOR THE ISSUANCE, SUSPENSION, AND OR WITH REGULATIONS OR LEGISLATION ENACTED PLACE, MANNER AND NUMBER OF MARIJUANA ESTABLISHMENT OPERATIONS; ESTABLISHING "A LOCALITY MAY ENACT ORDINANCES OR ACCORDANCE WITH PARAGRAPH (h)"

#### **Local Government Powers Under Amendment 64**

(Colorado Constitution, Article XVIII, Section 16, 5 (f)) PRODUCT MANUFACTURING FACILITIES, MARIJUANA **TESTING FACILITIES, OR RETAIL MARIJUANA STORES** THROUGH THE ENACTMENT OF AN ORDINANCE OR THROUGH AN INITIATED OR REFERRED MEASURE" MARIJUANA CULTIVATION FACILITIES, MARIJUANA "A LOCALITY MAY PROHIBIT THE OPERATION OF







### Down the Rabbit Hole We Go! November 2012:







### The County Experience in Colorado

# Eric Bergman, Policy Analyst

### Comprehensive Regulatory Framework

- limited concentrate production methods
- transaction records maintenance mandated point of sale and tax
- Together these tools will minimize diversion, provide consumer safety and ensure the proper collection of state tax revenues.



### Marijuana Enforcement Division

### **Comprehensive Regulatory** Framework

Inventory tracking system is a critical component of an overall regulatory framework that also includes:

video surveillance

unannounced on-site compliance inspections underage and other enforcement compliance operations

mandatory testing

#### Limiting Diversion to **Bordering States**

- Production Management
- Restrictions on Purchase Amounts
- Restrictions on Hours of Operation
- Restrictions on Where One Can Consume

# Limiting Criminal Element

- ∠icensing
- Monitoring
- ➤ Inspections
- ▶ Risk Assessment
- Complaint Response
- ➤ Video Surveillance/ Alarms
- > Inventory Accountability and Traceability

# Regulations Protecting Minors

- Advertising
- ► Labeling
- Packaging
- Waste removal
- Underage Compliance Checks

#### Guideposts

#### **Guideposts:**

- Preventing distribution of marijuana to minors
- Preventing the involvement of criminal enterprises, gangs and cartels in legal marijuana industry
- Preventing the diversion of legalized marijuana to other states
- Partnering with all of our stakeholders

### Stakeholder Groups

- State Legislators
- ▶ Public Health
- Public Safety
- > Agriculture
- ★ Revenue
- > A64 Campaign
- Marijuana Industry
- ▼ Consumers
- ➤ Law Professor

- Physician
- Juvenile Justice
- District Attorney
- Attorney General
- Public Defender
- Municipal League
- Counties
- Business Community
- Labor/Employees





# The State of Marijuana in Colorado

Lewis Koski

Director

Colorado Marijuana Enforcement Division

# Colorado Department of Revenue

- future discussion and meet its constitutional mandate to Initially, the Colorado Department of Revenue adopted emergency regulations to establish a framework for adopt regulations by July 1, 2013.
- Throughout the summer, 5 different stakeholder working emergency rules and discuss areas for improvement. groups held 10 separate meetings to review the
- After another public hearing, the permanent rules were finally adopted on September 9, 2013.
- been convened to continue improving and developing Since then, 8 more stakeholder working groups have Colorado's regulatory structure.

# **Colorado General Assembly**

- Special, bi-partisan Joint Select Committee reviewed hearings to obtain additional input from stakeholders. the findings in the Task Force report and held public
- have certain provisions included within draft legislation, After the hearings, the Join Select Committee voted to others amended, and some left out entirely.
- House and Senate (SB13-283, HB13-1317, and HB13-1318) with about 11 working days left in the session. Three pieces of legislation were introduced into the
- process, which required additional public hearings and Each bill still went through the normal legislative resulted in numerous additional amendments.

## **Amendment 64 Task Force**

- Governor signed an executive order creating a prelegislative "Task Force" for the implementation of Amendment 64.
- Charged with "finding practical and pragmatic solutions" perspectives that each member will bring to the work of while at the same time "respecting the diverse the task force."
- legalization but rather to develop policy to implement the Specifically instructed not to debate the merits of will of the voters.
- In less than four months the Task Force put together a comprehensive 165 page document with over 50 different policy recommendations

### 4

### Hemb

- Not later than July 1, 2014, the general assembly shall enact legislation governing the cultivation, processing and sale of industrial hemp.
- See Article XVIII Sec. 16(5)(j)

### ~

# Regulated Retail Marijuana Sales

Types of Retail Marijuana Establishments (RMEs):

1. Retail Marijuana Store

2. Marijuana Cultivation Facility

3. Marijuana Product Manufacturing Facility

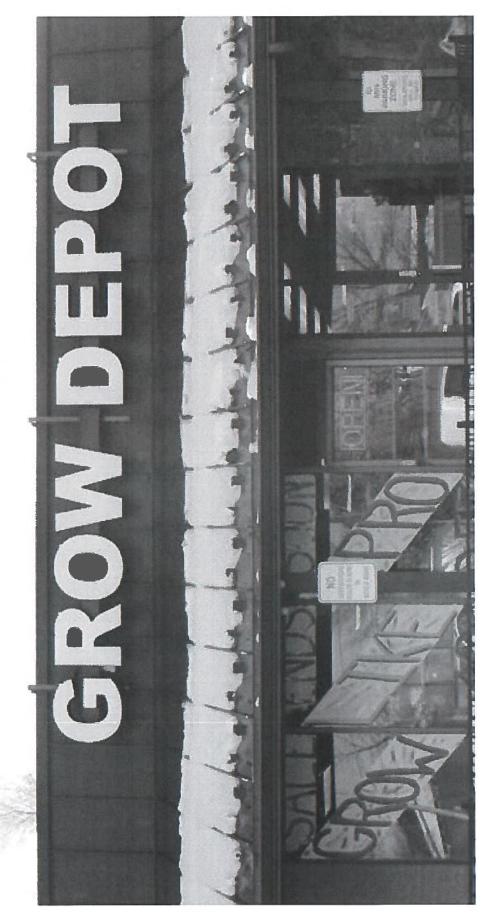
4. Marijuana Testing Facility

# November 2012:

# Amendment 64 passes allowing the adult-use of marijuana

- Makes the private use, limited possession and homegrowing of marijuana legal under Colorado law for adults 21 years of age and older
- Establishes a system in which marijuana is regulated, taxed, and distributed similarly to alcohol
- Requires the state legislature to permit the cultivation, processing, and sale of industrial hemp

## Marijuana in Colorado: One Year Later



2014 RCRC Conference

M.C.C.A.

Peter Baldacci, President Penobscot County Commissioner

Thomas Coward, Vice President Cumberland County Commissioner

Michael Cote, Secretary-Treasurer York County Commissioner



4 Gabriel Drive, Suite 2 Augusta, ME 04330

207-623-4697 www.mainecounties.org Rosemary Kulow Executive Director

Lauren Haven Office Manager

October 25, 2016

### Dear MCCA Board of Directors:

This is to provide notice of my upcoming retirement from the position of Executive Director of the Maine County Commissioners Association, effective March 17, 2017.

Serving Maine's county commissioners and representing county government interests at the Maine Legislature and elsewhere around the state and nation has been a rewarding experience, and I have been honored to represent Maine counties.

I wish you all the best as you continue to tackle the tough challenges facing county government and trust that county governments across Maine will thrive and strengthen because of your leadership.

Thank you for providing me the opportunity to serve in this capacity.

Sincerely,

Rosemary E. Kulow

MCCA Executive Director

### MAINE COUNTY COMMISSIONERS ASSOCIATION

### October 2016 Financial Report

Attached please find the monthly financial reports for the month October 2016. The Balance Sheet shows total assets, including the money market account for MainePERS, and liabilities at \$167,117.59; therefore, the amount in the General Fund equals \$128,344.93. October bank account debits totaled \$34,188.80; and \$2,081.78 income was credited to the checking account. The bank balance on October 31<sup>st</sup> was \$127,164.93, as some transactions had not yet cleared the bank by the end of the month.

Regarding the annual convention, we have received a total of \$38,938.92 (82%) of the \$47,500 revenue estimated in the convention budget. Expenses have also been less than anticipated, however, at \$20,083.79 so far. This is 57% of the \$35,500 estimated in the budget. At this point it is looking like the net income from the convention is \$18,845.13, but next month's report should have the final totals.

With about **83%** of the year complete, \$205,275 (81.4%) of the \$252,150 budgeted revenue had been received by October 31st. On the expenditure side, \$16,101 (6.4% of the total budget) was expended in October; and a total of \$189,174 (75%) had been expended year-to-date.

Additional details of financial transactions appear in the *Profit & Loss Budget vs. Actual* report. Finances are within budget, and there are no problems at this time.

Please don't hesitate to let me know if you have any questions or would like to see anything different in the financial reports.

Respectfully submitted,	
sourming .,	
Rosemary E. Kulow	
Executive Director	
Accepted by:	Date:
Peter Baldacci, President	Thomas Coward, Vice-President
Michael Cote, Secretary-Treasurer	

### **Maine County Commissioners Association** Balance Sheet (accrual) As of October 31, 2016

	October 2016
ASSETS	
Current Assets	
Checking/Savings	
MCCA Checking-Savings Bank	127,164.93
Money Market Account	38,772.66
Petty Cash Account	200.00
Total Checking/Savings	166,137.59
Accounts Receivable	
Receivables	980.00
Total Accounts Receivable	980.00
Total Current Assets	167,117.59
TOTAL ASSETS	167,117.59
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-725.28
Total Accounts Payable	725.28
Other Current Liabilities	
1000-00 · Employee Health Insurance Contr	730.57
1001-00 · MainePERS Employee Contribution	478.11
Total Other Current Liabilities	252.46
Total Current Liabilities	-977.74
Total Liabilities	-977.74
Equity	
3200-00 · Fund Balance to Current Yr Inc	-59,216.00
3900-00 · Earnings	211 209.23
Net Income	16,102.10
Total Equity	168,095.33
TOTAL LIABILITIES & EQUITY	167,117.59

### **Maine County Commissioners Association** Reconciliation Summary Money Market Account, Period Ending 10/19/2016

	October 2016
Beginning Balance	38,769.69
Cleared Transactions	
Deposits and Credits - 1 item	2.97
<b>Total Cleared Transactions</b>	2.97
Cleared Balance	38,772.66
Register Balance as of 10/19/2016	38,772.66
Ending Balance	38,772.66



### **Maine County Commissioners Association** Reconciliation Summary MCCA Checking-Savings Bank, Period Ending 10/31/2016

	October 2016
Beginning Balance	159,271.95
Cleared Transactions	
Checks and Payments - 19 items	-34,188.80
Deposits and Credits - 2 items	2,081.78
<b>Total Cleared Transactions</b>	-32,107.02
Cleared Balance	127,164.93
Register Balance as of 10/31/2016  New Transactions	127,164.93
Checks and Payments - 3 items	-1,316.04
Total New Transactions	-1,316.04
Ending Balance	125,848.89

### Maine County Commissioners Association Reconciliation Detail

MCCA Checking-Savings Bank, Period Ending 10/31/2016

	Date	Num	Name	Amount	Balance
Beginning Balance					159,271.95
Cleared Transactions					,=
Checks and Payments - 19 items					
•	9/27	3723	Leon Souweine	-600.00	-600.00
	9/27	3724	Staples Credit Plan	-23.99	-623.99
	10/7	EFT	Bangor Payroll	-1,851.83	-2,475.82
	10/12	3728	Hilton Garden Inn Bangor	-16,744.45	-19,220.27
	10/12	3725	MainePERS	-695.58	-19,915.85
	10/12	3727	Kulow, Rosemary	-646.15	-20,562.00
	10/12	3732	Haven, Lauren	-328.05	-20,890.05
	10/12	3731	Kulow, Rosemary	-327.88	-21,217.93
	10/12	3730	Country Cafe Catering	-270.00	-21,487.93
	10/12	EFT	Time Warner Cable	-167.90	-21,655.83
	10/12	3726	Capitol Computers	-125.00	-21,780.83
	10/12	3729	EiPrinting	-50.45	-21,831.28
	10/14	EFT	Bangor Payroll	-1,851.83	-23,683.11
	10/20	3736	Maine Farm Bureau	-1,497.17	-25,180.28
	10/20	3735	Camden National Bank	-1,385.87	-26,566.15
	10/20	3733	US Bank	-275.00	-26,841.15
	10/20	3734	Great Falls Insurance Company	-48.00	-26,889.15
	10/21	EFT	Bangor Payroll	-1,851.83	-28,740.98
	10/28	EFT	Bangor Payroll	-5,447.82	-34,188.80
Total Checks and Payments				-34,188.80	-34,188.80
Deposits and Credits - 2 items					
	10 11			2,076.00	2,076.00
	10 31			5.78	2,081.78
Total Deposits and Credits				2,081.78	2,081.78
Total Cleared Transactions				-32,107.02	-32,107.02
Cleared Balance				-32,107.02	127,164.93
Register Balance as of 10/31/2016				-32,107.02	127,164.93
New Transactions					
Checks and Payments - 3 items					
			Penobscot County Treasurer	-591.65	-591.65
		3737	MainePERS	-556.46	-1,148 11
W . I A	11/3	EFT	Time Warner Cable	-167.93	-1,316.04
Total Checks and Payments				-1,316.04	-1,316.04
Total New Transactions				-1,316.04	-1 316.04
Ending Balance				-33,423.06	125,848.89



### **Maine County Commissioners Association** Profit & Loss Budget vs. Actual January through October 2016

	2016 Budget	Oct 2016	Jan - Oct 2016	\$ Over Budget	% of Budget
Income		· · ·	-		
4100-00 · Convention Income					
4120-00 · Registration	28,000	2,076	17,587	-10,413	63%
4130-00 · Sponsorship	8,000		3,800	-4,200	48%
4140-00 · Vendor	11,500		17,552	6,052	153%
Total 4100-00 · Convention Income	47,500		38,939	-8,561	82%
4300-00 · Dues	140,240		140,240		100%
4400-00 · Other Income	1,100		487	-613	44%
4500-00 · NACo Roster	500		500		100%
4600-00 · MCCA Risk Pool Assesssment	25,000		25,000		100%
4800-00 · MainePERS Surplus Funds	6,500			-6,500	
4810-00 · Interest Earned	45	9	109	64	242%
4920-00 · Transfer in from Fund Balance	31,265			-31,265	
Total Income	252,150	2,085	205,275	-46,875	81%
Gross Profit	252,150	2,085	205,275	-46,875	81%
Expense					
5000-00 · Payroll Expenses					
5020-00 · Payroll Fees	1,850	136	1,468	-382	79°
5030-00 · FICA	7,800	566	6,235	-1,565	80%
5040-00 · MainePERS Contributions	6,500	696	5,543	-957	85%
5050-00 · Salary-Office Manager	38,000	2,912	31,301	-6,699	82%
5060-00 · Salary-Executive Director	74,500	5,649	60,729	-13,771	82%
Total 5000-00 · Payroll Expenses	128 650	9,959	105,276	23 374	82%
5100-00 · Insurance					
5110-00 · Health Insurance	21,000	1,740	17,404	-3,596	83%
5120-00 · Commercial, Crime, D&O Ins	2,100		1,911	-189	91%
5130-00 · Workers Comp	650	48	334	-316	51%
5140-00 · Unemployment Comp Ins	500		409	-91	82%
Total 5100-00 · Insurance	24,250	1,788	20,058	-4,192	83%
6010-00 · Prof. Services					
6012-00 · Prof Services - Legal Services	500			-500	
6013-00 · Financial Audit	4,800			-4,800	
Total 6010-00 · Prof. Services	5,300			-5,300	
6030-00 · Lobbying					
6031-00 · Lobbying Reg	200		200		100%

### **Maine County Commissioners Association** Profit & Loss Budget vs. Actual January through October 2016

	2016 Budget	Oct 2016	Jan - Oct 2016	\$ Over Budget	% of Budget
Total 6030-00 · Lobbying	200	•	200		100%
6040-00 · NACO Expenses					
6041-00 Conferences	8,500		8,445	-55	99%
Total 6040-00 · NACO Expenses	8,500		8,445	-55	99%
6050-00 · Education and Training	500		386	-114	77%
6100-00 · Bank Charges	50			-50	
6110-00 · Convention Expense					
6113-00 · Entertainment/Speakers	6,500		900	-5,600	14%
6114-00 · MCCA Staff Registration Exp.	1,000	983	983	-17	98%
6118-00 · Meeting Exp.	25,000	16,780	16,980	-8,020	68%
6121-00 · Supplies	2,500	236	389	-2,111	16%
6124-00 · Comm. Retirement Plaques	500		250	-250	50%
Total 6110-00 · Convention Expense	35,500	17,999	19,502	-15,998	55%
6140-00 · Copies-Printing					
6142-00 · Directory	825		69	-756	8%
6143-00 · Other Copying or Printing	150			-150	
Total 6140-00 · Copies-Printing	975		69	-906	7%
6145-00 · Dues Expense	1,400		1,423	23	102%
6150-00 · Equipment - Office					
6151-00 · Computer Hardware/Software	1,500		339	-1,161	23%
6152-00 · IT Services	2,800	125	1,271	-1,529	45%
6153-00 · Photocopier Lease	2,000	275	2,681	681	134%
6154-00 · Printer & Supplies	1,200		447	-753	37%
6155-00 · Telephone System	200			-200	
6156-00 · Other	500		304	-196	61%
Total 6150-00 · Equipment - Office	8,200	400	5,042	-3,158	61%
6160-00 · Fees	100		36	-64	36%
6170-00 · Meeting Expense		308			
6171-00 · Annual Meeting	1,500		1,325	-175	88%
6172-00 · County Officials' Workshop	250			-250	
6173-00 · Monthly	3,250		2,446	-804	75%
6174-00 · Retreat Meeting	800			-800	
6175-00 · Meetings - Other	800	98	337	-463	42%
Total 6170-00 · Meeting Expense	6,600	406	4,108	-2,492	62%
6180-00 · Mileage & Travel Expense	5,200	1,027	5,672	472	109%

### Maine County Commissioners Association Profit & Loss Budget vs. Actual

January through October 2016

	2016 Budget	Oct 2016	Jan - Oct 2016	\$ Over Budget	% of Budget
6195-00 · Office Space Rental	18,375	1,497	14,972	-3,403	81%
6215-00 · Postage-Shipping	250		130	-120	52%
6230-00 · Advertising	750			-750	
6235-00 · Supplies	2,500	121	935	-1,565	37%
6240-00 · Telephone, Fax & Internet					
6241-00 · Cell Phone	1,600	199	1,235	-365	77%
6243-00 · Phone, Fax & Internet	2,000	169	1,673	-327	84%
Total 6240-00 · Telephone, Fax & Internet	3,600	367	2,908	-692	81%
6250-00 · Website	250		12	-238	5%
6260-00 · Contingency	1,000			-1,000	
Total Expense	252,150	33,565	189,174	-62,976	75%
Net Income		-31,480	16,101	16,101	100%



12:59 PM 11/03/16 Accrual Basis

## Maine County Commissioners Association Transaction Detail by Account October 2016

	Date	Num	Name	Memo	Amount	Balance
MCCA Checking-Savings Bank						
	10/7	EFT	Bangor Payroll	Payroll for week 9/26 to 10/2/16	-1,851.83	-1,851.83
	10/11			Deposit	2,076.00	224.17
	10/12	3725	MainePERS		-695.58	-471.41
	10/12	3726	Capitol Computers		-125.00	-596.41
	10/12	EFT	Time Warner Cable		-167.90	-764.31
	10/12	3727	Kulow, Rosemary	Executive Director Expenses	-646.15	-1,410.46
	10/12	3728	Hilton Garden Inn Bangor	2016 MCCA Convention	-16,744.45	-18,154.91
	10/12	3729	EiPrinting		-50.45	-18,205.36
	10/12	3730	Country Cafe Cate ing	BOD Meeting Lunch	-270.00	-18,475.36
	10/12	3731	Kulow, Rosemary	Executive Director Expenses	-327.88	-18,803.24
	10/12	3732	Haven, Lauren		-328.05	-19,131.29
	10/14	EFT	Bangor Payroll	Payroll for week 10/3 to 10/9/16	-1,851.83	-20,983.12
	10/20	3733	US Bank		-275.00	-21,258.12
	10/20	3734	Great Falls Insurance Company		-48.00	-21,306.12
	10/20	3735	Camden National Bank		-1,385.87	-22,691.99
	10/20	3736	Maine Farm Burea	Office Rent	-1,497.17	-24,189.16
	10/21	EFT	Bangor Payroll	Payroll for week 10/10 to 10/16/16	-1,851.83	-26,040.99
	10/28	EFT	Bangor Payroll	Payroll for week 10/17 to 10/23/16	-5,447.82	-31,488.81
	10/31			Interest	5.78	-31,483.03
Total MCCA Checking-Savings Bank					-31,483.03	-31,483.03
Money Market Account						
	10/17			Interest	2.97	2.97
Total Money Market Account					2.97	2.97
Accounts Payable						
	10/7	2016-41	Bangor Payroll	Payroll for week 9/26 to 10/2/16	-1,851.83	-1,851.83
	10/7	EFT	Bangor Payroll	Payroll for week 9/26 to 10/2/16	1,851.83	0.00
	10/11		MainePERS		-695.58	-695.58
	10/12	3725	MainePERS		695.58	0.00
	10/12		Capitol Computers		-125.00	-125.00
	10/12	3726	Capitol Computers		125.00	0.00
	10/12		Time Warner Cable		-167.90	-167.90
	10/12	EFT	Time Warner Cable		167.90	0.00

### Page 2 of 6

Maine County Commissioners Association Transaction Detail by Account October 2016

12:59 PM 11/03/16 Accrual Basis

	Date	Num	Name	Memo	Amount	Balance
	10/12		Kulow, Rosemary	Executive Director Expenses	-646.15	-646.15
	10/12	3727	Kulow, Rosemary	Executive Director Expenses	646.15	0.00
	10/12		Hilton Garden Inn Bangor	2016 MCCA Convention	-16,744.45	-16,744.45
	10/12	3728	Hilton Garden Inn Bangor	2016 MCCA Convention	16,744.45	00.00
	10/12		EiPrinting		-50.45	-50.45
	10/12	3729	EiPrinting		50.45	00:00
	10/12		Country Cafe Catering	BOD Meeting Lunch	-270.00	-270.00
	10/12	3730	Country Cafe Catering	BOD Meeting Lunch	270.00	0.00
	10/12		Kulow, Rosemary	Executive Director Expenses	-327.88	-327.88
	10/12	3731	Kulow, Rosemary	Executive Director Expenses	327.88	00.00
	10/12		Haven, Lauren		-328.05	-328.05
	10/12	3732	Haven, Lauren		328.05	0.00
	10/13		Maine Farm Bureau	Office Rent	-1,497.17	-1,497.17
	10/14	2016-42	Bangor Payroll	Payroll for week 10/3 to 10/9/16	-1,851.83	-3,349.00
	10/14	EFT	Bangor Payroil	Payroll for week 10/3 to 10/9/16	1,851.83	-1,497.17
	10/20		US Bank		-275.00	-1,772.17
	10/20	3733	US Bank		275.00	-1,497.17
	10/20		Great Falls Insurance Company		-48.00	-1,545.17
	10/20	3734	Great Falls Insurance Company		48.00	-1,497.17
	10/20		Camden National Bank		-1,385.87	-2,883.04
	10/20	3735	Camden National Bank		1,385.87	-1,497.17
	10/20	3736	Maine Farm Bureau	Office Rent	1,497.17	0.00
	10/21	2016-43	Bangor Payroll	Payroll for week 10/10 to 10/16/16	-1,851.83	-1,851.83
	10/21	EFT	Bangor Payroll	Payroli for week 10/10 to 10/16/16	1,851.83	0.00
	10/28	2016-44	Bangor Payroll	Payroll for week 10/17 to 10/23/16	-5,447.82	-5,447.82
	10/28	EFT	Bangor Payroll	Payroll for week 10/17 to 10/23/16	5,447.82	0.00
Total Accounts Payable					0.00	0.00
1000-00 · Employee Health Insurance Contr						
	10/7	2016-41	Bangor Payroll	EE Health Insurance Contributions	-290.68	-290.68
	10/14	2016-42	Bangor Payroli	EE Health Insurance Contributions	-290.68	-581.36
	10/21	2016-43	Bangor Payroll	EE Health Insurance Contributions	-290.68	-872.04
	10/28	2016-44	Bangor Payroll	EE Health Insurance Contributions	1,162.65	290.61
	10/28	2016-44	Bangor Payroll	EE Health Insurance Contributions	-290.61	0.00
Total 1000-00 · Employee Health Insurance Contr					0.00	00:00

Page 3 of 6

Maine County Commissioners Association Transaction Detail by Account
---

12:59 PM 11/03/16 Accrual Basis

October 2016

			October 2016			
	Date	Num	Name	Мето	Amount	Balance
1001-00 · MainePERS Employee Contribution						
	10/7	2016-41	Bangor ayro	Employee Contribution	-171.21	-171.21
	10/14	2016-42	Bangor Payroll	Employee Contribution	-171.21	-342.42
	10/21	2016-43	Bangor Payroll	Employee Contribution	-171.21	-513.63
	10/28	2016-44	Bangor Payroll	Employee Contribution	-171.21	-684.84
	10/28	2016-44	Bangor Payroll	EE MEPERS Retirement Contributions	684.84	0.00
Total 1001-00 · MainePERS Employee Contribution					0.00	0.00
4100-00 · Convention Income 4120-00 · Registration						
	10/11	27427	incoln County	C.Stevens	-76 00	-76.00
	10/11	67627	Penobscot County	Penobscot Attend/meals	-1,838.00	-1,914.00
Total 4120-00 · Registration	10/11	22876	Waldo County	Owen Smith	-162.00	-2,076.00
otal 4120-00 Tregistration					-2,076.00	-2,076.00
Total 4100-00 · Convention Income					-2,076.00	-2,076.00
4810-00 · Interest Earned						
	10/17			Interest	-2.97	-2.97
Total 4810-00 · Interest Earned	25			ווופופא	-3.70	-8.75
5000-00 · Payroll Expenses 5020-00 · Pavroll Fees						
	10/7	2016-41	Bangor Payroll	Processing fee	32.00	32.00
	10/14	2016-42	Bangor Payroll	Processing fee	32.00	64.00
	10/21	2016-43	Bangor Payroll	Processing fee	32.00	96.00
	10/28	2016-44	Bangor Payroll	Processing fee	40.00	136.00
Total 5020-00 · Payroll Fees					136.00	136.00
5030-00 · FICA						
	10/7	2016-41	Bangor Payroll	Taxes	141.48	141.48
	10/14	2016-42	Bangor Payroll	Taxes	141.48	282.96
	10/21	2016-43	Bangor Payroll	Тахеѕ	141.48	424.44

6110-00 · Convention Expense

Maine County Commis Transaction Det
--

12:59 PM 11/03/16 Accrual Basis

October 2016

	Date	Num	Name	Memo	Amount	Balance
	10/28	2016-44	Bangor Payroll	Taxes	141.54	565.98
Total 5030-00 · FICA					565.98	565.98
5040-00 · MainePERS Contributions						
	10/11		MainePERS	EmployER Retirement Contribution	695.58	695.58
Total 5040-00 · MainePERS Contributions					695.58	695.58
5050-00 · Salary-Office Manager						
	10/7	2016-41	Bangor Payroll	Administrative Assistant Salary	727.93	727.93
	10/14	2016-42	Bangor Payroll	Administrative Assistant Salary	727.93	1,455.86
	10/21	2016-43	Bangor Payroll	Administrative Assistant Salary	727.93	2,183.79
	10/28	2016-44	Bangor Payroli	Office Managers Salary	727.93	2,911.72
Total 5050-00 · Salary-Office Manager					2,911.72	2,911.72
5060-00 · Salary-Executive Director						
	10/7	2016-41	Bangor Payroll	Executive Directors Salary	1,412.31	1,412.31
	10/14	2016-42	Bangor Payroll	Executive Directors Salary	1,412.31	2,824.62
	10/21	2016-43	Bangor Payroll	Executive Directors Salary	1,412.31	4,236.93
	10/28	2016-44	Bangor Payroli	Executive Directors Salary	1,412.31	5,649.24
Total 5060-00 · Salary-Executive Director					5,649.24	5,649.24
Total 5000-00 · Payroll Expenses					9,958.52	9,958.52
5100-00 · Insurance						
5110-00 · Health Insurance			=		1000	14004
Total 5110-00 · Health Insurance	10/28	2016-44	Bangor Payroll	EK Realm Insurance Contributions	1,740.37	1,740.37
5130-00 · Workers Comp			,			
Total 5130-00 · Workers Comp	10/20		Great Falls Insurance Company	Workers Comp	48.00	48.00
Total 5100-00 · Insurance					1,788.37	1,788.37

Page 5 of 6

Maine County Commissioners Association	Transaction Detail by Account	
Maine County C	Transactio	

12:59 PM 11/03/16 Accrual Basis

October 2016

			000001 2010			
	Date	Num	Name	Memo	Amount	Balance
6114-00 · MCCA Staff Registration Expense						
	10/20	U	Camden National Bank	MCCA Staff Registration	982.82	982.82
Total 6114-00 · MCCA Staff Registration Expense					982.82	982.82
6118-00 · Meeting Exp.						
	10/12	Τ	Hilton Garden Inn Bangor	Convention Venue	16,744.45	16,744.45
	10/12	I	Haven, Lauren		19.84	16,764.29
	10/20	0	Camden National Bank	Convention Expense	15.91	16,780.20
Total 6118-00 · Meeting Exp					16,780.20	16,780.20
6121-00 · Supplies						
Total 6121-00 · Supplies	10/20	0	Camden National Bank	Convention Supplies	236.25	236.25
Total 6110-00 · Convention Expense					17,999.27	17,999.27
6150-00 · Equipment - Office 6152-00 · IT Services						
Total 6152-00 - IT Services	10/12	0	Capitol Computers		125.00	125.00
					125.00	125.00
6153-00 · Photocopier Lease	10/20	=	US Bank		275 00	275 00
Total 6153-00 · Photocopier Lease		1			275.00	275.00
Total 6150-00 · Equipment - Office					400.00	400.00
6170-00 · Meeting Expense 6173-00 · Monthly						
	10/12	O	Country Cafe Catering	BOD Meeting Lunch	270.00	270.00
	10/12	I	Haven, Lauren	Other Meeting	38.06	308.06
Total 6173-00 · Monthly					308.06	308.06
6175-00 · Meetings - Other						
	10/20	O	Camden National Bank	Hotel-Comm. Meeting	98.10	98.10

	Ľ	>
•	ť	5
1	u	
		2
ı	ó	0

12:59 PM 11/03/16 Accrual Basis	2	faine Count Transac	Maine County Commissioners Association Transaction Detail by Account October 2016	ssociation		
	Date	Num	Name	Memo		Balance
Total 6175-00 · Meetings - Other					98.10	98.10
Total 6170-00 · Meeting Expense					406.16	406.16
6180-00 · Mileage & Travel Expense					;	!
	10/12	Kulow	Kulow, Rosemary	Executive Director Mileage	5/1.15	5/1.15
	10/12	Kulow	Kulow, Rosemary Haven Lauren	Executive Director Mileage	252.88	824.03
Total 6180-00 · Mileage & Travel Expense	5				1,027.07	1,027.07
6195-00 · Office Space Rental	3		Ċ		77 707 7	4 407 47
Total 6195-00 · Office Space Rental	21/01		Mailte Fairi buleau	Verif	1,497.17	1,497.17
6235-00 · Supplies						
:	10/12	EiPrinting	ıting	Checks/Envelopes	50.45	50.45
	10/12	Haver	Haven, Lauren	Office Supplies	17.88	68.33
	10/20	Camd	Camden National Bank	Office Supplies	52.79	121.12
Total 6235-00 · Supplies					121.12	121.12
6240-00 · Telephone, Fax & Internet 6241-00 · Cell Phone	2	<u>.</u>		de de la constante de la const	75.00	76.00
	10/12	Kulow	Kulow, Rosemary Kulow, Rosemary	Cell Phone Reimbursement	75.00	150.00
	10/12	Haver	Haven, Lauren	Cell Phone Reimbursement	49.23	199.23
Total 6241-00 · Cell Phone					199.23	199.23
6243-00 · Phone, Fax & Internet	27,04	Ţ	Time Marner Cable	Dhone Eav & Internet	167.90	167.90
Total 6243-00 · Phone, Fax & Internet	2				167.90	167.90
Total 6240-00 · Telephone, Fax & Internet					367.13	367.13
TOTAL					0.00	0.00

11:26 AM 11/03/16 Accrual Basis

## Maine County Commissioners Association Expenses by endor Detail October 2016

	Date Memo	Account	Amount	Balance
Bangor Payroll				
	10/7 Administrative Assistant Salary	5050-00 · Salary-Office Manager	727.93	727.93
	10/7 Taxes	5030-00 · FICA	141.48	869.41
	10/7 Processing fee	5020-00 · Payroll Fees	32.00	901.41
	10/7 Executive Directors Salary	5060-00 · Salary-Executive Director	1,412.31	2,313.72
	10/14 Administrative Assistant Salary	5050-00 · Salary-Office Manager	727.93	3,041.65
	10/14 Taxes	5030-00 · FICA	141.48	3,183.13
	10/14 Processing fee	5020-00 · Payroll Fees	32.00	3,215.13
	10/14 Executive Directors Salary	5060-00 · Salary-Executive Director	1,412.31	4,627.44
	10/21 Administrative Assistant Salary	5050-00 · Salary-Office Manager	727.93	5,355.37
	10/21 Taxes	5030-00 · FICA	141.48	5,496.85
	10/21 Processing fee	5020-00 · Payroll Fees	32.00	5,528.85
	10/21 Executive Directors Salary	5060-00 · Salary-Executive Director	1,412.31	6,941.16
	10/28 Office Managers Salary	5050-00 · Salary-Office Manager	727.93	7,669.09
	10/28 Taxes	5030-00 · FICA	141.54	7,810.63
	10/28 Processing fee	5020-00 · Payroll Fees	40.00	7,850.63
	10/28 Executive Directors Salary	5060-00 · Salary-Executive Director	1,412.31	9,262.94
	10/28 ER Health Insurance Contributions	is 5110-00 · Health Insurance	1,740.37	11,003.31
Total Bangor Payroll			11,003.31	11,003.31
Camden National Bank				
	10/20 Hotel-Comm. Meeting	6175-00 · Meetings - Other	98.10	98.10
	10/20 Convention Supplies	6121-00 · Supplies	236.25	334.35
	10/20 Office Supplies	6235-00 · Supplies	52.79	387.14
	10/20 Convention Expense	6118-00 · Meeting Exp.	15.91	403.05
	10/20 MCCA Staff Registration	6114-00 · MCCA Staff Registration Expens	ıs 982.82	1,385.87
Total Camden National Bank			1,385.87	1,385.87

# Maine County Commissioners Association Expenses by Vendor Detail October 2016

	Date Memo	Account	Amount	Balance
Capitol Computers	10/10	6152.00 . IT Samiras	125.00	125.00
Total Capitol Computers	27 00		125.00	125.00
Country Cafe Catering	don't bothook GOd 04/04	6473 00 . Manthly	270.00	04000
Total Country Cafe Catering		<b>6</b> 100 000 000 000 000 000 000 000 000 00	270.00	270.00
EiPrinting	10/12 Chacks/Envelones	6235-00 · Supplies	50.45	50 45
Total EiPrinting			50.45	50.45
Great Falls Insurance Company	Composition Octob	amo Carolio M. On Octa	78 00	98
Total Great Falls Insurance Company	IO/20 Workers Comp		48 00	48 00
Haven, Lauren				
	10/12 Cell Phone Reimbursement 10/12 Other Meeting	6241-00 · Cell Phone 6173-00 · Monthly	49.23 38.06	49.23 87.29
	_	6235-00 · Supplies	17.88	105.17
	10/12	6180-00 Mileage & Travel Expense	203.04	308.21
	10/12	6118-00 · Meeting Exp.	19.84	328.05
Total Haven, Lauren			328.05	328.05
Hilton Garden Inn Bangor	10/12 Convention Venue	6118-00 · Meeting Exp	16,744.45	16,744.45
Total Hilton Garden Inn Bangor			16,744.45	16,744.45

26 AM	/03/16	crual Basis
#	7	Acc

### Maine County Commissioners Association Expenses by endor Detail October 2016

	Date	Мето	Account	Amount	Balance
Kulow, Rosemary					
	10/12 Executive Director Mileage	sctor Mileage	6180-00 · Mileage & Travel Expense	571.15	571.15
	_	Cell Phone Reimbursement	6241-00 · Cell Phone	75.00	646.15
	10/12 Executive Director Mileage	ector Mileage	6180-00 · Mileage & Travel Expense	252.88	899.03
	10/12 Cell Phone Re	Cell Phone Reimbursement	6241-00 · Cell Phone	75.00	974.03
Total Kulow Rosemary				974.03	974.03
Maine Farm Bureau					
	10/13 Rent		6195-00 · Office Space Rental	1,497.17	1,497.17
Total Maine Farm Bureau				1,497.17	1,497.17
Maijep					
	10/11 EmployER Re	EmployER Retirement Contribution	5040-00 · MainePERS Contributions	695.58	695.58
Total MainePERS				695.58	695.58
Time Warner Cable					
	10/12 Phone Fax & Internet	nternet	6243-00 · Phone, Fax & Internet	167.90	167.90
Total Time Warner Cable				167.90	167.90
US Bank					
	10/20		6153-00 · Photocopier ease	275.00	275.00
Total US Bank				275.00	275.00
TOTAL				33,564.81	33,564.81



### 2016 Convention of Maine Counties Evaluation Form Results

Hilton Garden Inn Bangor September 30, October 1, & 2

Following are the average scores compiled from the 37 evaluation forms submitted indicating attendees overall satisfaction. The scores are between 1 and 5, 1 being the lowest and 5 being the highest rating. "Retirement Health Insurance Options," by David Thompson from NACo's Financial Services Center and Tom Carey from Optum "Integrating GIS and Mapping into County Government," by Louis Morin from UMaine Comments: Very small audience. I appreciate Mr. Morin reaching out to Counties for their feedback and participation. "Understanding Maine County Jail Inspections," by Ryan Anderson from the Department of Corrections. "What's new with the ACA – and How the Presidential Election Might Change Things," by Maine Municipal Employee Heath Trust Director Anne Wright "Closing the Huger Gap with Local Food," by Jim Hanna from the Cumberland County Food Security 4 "EMA 101-What Every Commissioner Should Know," by Darren Woods, Aroostook County EMA "Contract Negotiations," by Linda McGill from Bernstein Shur "Reversing an Overdose – Law Enforcement & Corrections Use of Narcan," by Kennebec County Sheriff Ryan Reardon "Social Media from the County Perspective," by John Hamer from Rudman Winchell Comments: I thought John did a very good job. Good participation from the attendees too. "Delivering Services Differently," by Cumberland County Manager Peter Crichton and Yarmouth Town Manager Nat Tupper "FirstNet Update," by Elissa Tracey and David Maxwell from FirstNetME "Stepping Up: A National Initiative to Reduce the Number of People with Mental Illnesses in Jails," by Penobscot County Sheriff Troy Morton and NAMI Executive Director Jenna Mehnert

Comments: Very different seminar for Peter to present. Peter is always a hit. Excellent preparation

Malcolm Ulmer

"STRESS: Just Deal With It"- by Peter Marchesi from Wheeler & Arey and MCCA Risk Pool Manager

### **Activities:** Golf 5 **Bowling** Comments: Few people participated but overall all who bowled enjoyed themselves. **Target Shooting** In General: Venue - Hilton Garden Inn Comments: Very impressive, Hilton Garden was top notch. Obviously I am from Penobscot County and believe it was a 4 + but as any Convention there is always some room to improve. Pleased - very clean good location - good meeting rooms. Great. Very Good. Good. Very impressive. Excellent. Wish they offered free breakfast. Very nice rooms, clean and comfortable. Sometimes too cold. Very comfortable, clean. Very nice, helpful, friendly staff **Meal Choices** Comments: Fine, all great! Good choices available. Great. Meals were great, hotel restaurant was very good. Very good. Good choices. Fine. Excellent. 4 | Meal Quality Comments: Very good. Good choices. Haddock dinner Friday night delish! Excellent. Good. All good. Very good. Okay. Good meals. Much improved from 2011. **Educational Session Topics** Comments: Good, Yes, I believe the topics were germane and applicable. Need a broader selection. Many of the classes did not have value for Deeds, Probate or Treasurers. Fine – Interesting. Great, but not enough of them. Very Good. Very Good. Good. Variety of choices. **Educational Session Quality** Comments: Good, The 2 classes I attended were of quality. Wonderful topics and presenters. Good. Good. Very good. Excellent. Good. Good. **Activities Offered** Comments: Good, Again, I am biased but I believe there were three solid offerings as well as the opportunity for some to go Hollywood Casino with free slot play. Many could not participate. There are a range of ages. Bus tours would have been great. Not varied enough - would have liked a bus tour somewhere. Good. Somewhat limited. No activities for handicap or older people. Entertainment Comments: Best in years. I think John Ford, Mark Nickerson and the Retrorockerz were all entertaining. Excellent. Good. Good. Very good.

**Suggestions for next year:** Have in Penobscot again!:-) Not being the Host... just kidding. I will be interested to learn what others have to say here. Keep up the good work. Showed great preparation. Well done. You decide. Make sure all associations are represented in educational classes. Consider the ages of people attending. Great Job!! More NACo Speakers, more info on NACo services and more info on NACo programs. Note: we might have included rating the Speakers too in the future. Thanks to all Good meeting - well organized.

### **2016 Convention of Maine Counties Vendor Evaluation Form Results**

Hilton Garden Inn Bangor September 30, October 1, & 2

Following are the average scores and comments compiled from the eight evaluation forms submitted by vendors indicating their overall satisfaction. The scores are between 1 and 5, 1 being the lowest and 5 being the highest rating.

_	Venue – Hilton Garden Inn
4	Comments: Hilton Garden is very clean and the staff has been very helpful. Third room was in an obscure location. Need bigger place.
5	Venue Location Comments: Great location. Great.
4	Meal Choices Comments: Very good.
4	Meal Quality Comments:
4	Exhibit Placement (order)  Comments: Great! Hotel staff were very helpful. Hard to be a bit part of the dining room.  Overall Friday was a good day with a little traffic through the exhibit area and some good conversations. Late in the day I noticed the flow went very low. I had other commitments and could not attend the dinner Friday evening. My loss.
4	Exhibit Location in the Venue  Comments: Not much traffic – would be better if coffee & refreshments were in the same room. Wonderful! Everyone spotted the duck very easily.
3	Adequate Space in and around Exhibit Tables  Comments: Would like space behind table – table was against the wall. Very adequate! Too many large tables in the middle
4	Adequate Time with Attendees  Comments: Not many folks accept the first meal. Enjoyed my time with all the attendees.  On Saturday it became evident that because the refreshments were in the hall outside the session rooms very few people ventured into the exhibit area, as you witnessed when you were in the area. This was very disappointing. I golfed in the afternoon and the majority of people golfing had not been in the exhibit area. I was meeting them for the first time. I know putting on a convention is a daunting task with many priorities. I would hope one of those priorities is making sure the flow of people includes the exhibit area. The area being separated from the main events never works out for the vendors. If the refreshments were supposed to be in the vendor area someone from the convention organizing group should have insisted it was set up according to plan. The venue will bend over backwards to accommodate the organizers.
5	Customer Service – Was MCCA staff knowledgeable and helpful?  Comments: Excellent – could not ask for better service. Lauren is awesome!
5	Registration Process – Was it easy to find a registration form? Were the instructions clear?  Comments: Very clear. Lauren, you are so helpful with registration and related info.

Suggestions for next year: Overall was satisfactory. Lauren, really no suggestions at this time. I am very happy to be a part of the Maine County Commissioners Convention. Hope to be back, more opportunities to mingle with staff, etc. I enjoyed being part of this convention and would like to do it again. The set up will determine my participation in the future.

