

Agenda
Bar Harbor Town Council
January 19, 2016

- I. **CALL TO ORDER** – 7:00 p.m. – Town Council Chambers
 - A. **Excused Absence(s)**
- II. **PUBLIC COMMENT PERIOD** – The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda and not in litigation with a maximum of three minutes per person.
- III. **APPROVAL OF MINUTES** – **January 5, 2016 Regular Meeting**
- IV. **ADOPTION OF AGENDA**
- V. **FINANCIAL STATEMENTS** - Review and possible adoption of a motion to accept the financial statements as presented.
- VI. **CONSENT AGENDA** – A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:
 - A. **Grants: Small Harbor Improvement Program (SHIP)** – Possible motion to accept the \$45,000 SHIP grant from the State of Maine DOT requiring matching funds and authorize the Town Manager to sign the grant agreement.
 - B. **Maine Service Centers Coalition** - Possible adoption of a resolution to renew membership and appoint the Town Manager as representative
 - C. **Design Review Board** – Possible motion to accept Martha Searchfield’s letter of resignation from the Design Review Board and to send her a letter of appreciation.
 - D. **Grant: Assistance to Firefighters (AFG)** – Possible motion to approve Fire Chief Matt Bartlett’s request to apply for two AFGs to replace the ladder truck and to purchase three power lift stretchers with requiring minimum/mandatory matching funds.
- VII. **PUBLIC HEARINGS:**
 - A. **Special Amusement Permit: Bar Harbor Inn, 8 Newport Drive, for a Class 3ad, three or more musicians with mechanical amplification and dancing, as submitted by Donna Mitchell. (Renewal)**
- VIII. **REGULAR BUSINESS:**
 - A. **Land Use Ordinance Amendments: June 14, 2016** – Consideration and any appropriate action following the Planning Director Bob Osborne update from Planning Board public hearing.

- B. **Police: Records Management System**– Request of Police Chief Willis to purchase a new RMS system.
- C. **Broadband and Fiber Optic Study** – Presentation by Liza Quinn from Tilson.
- D. **FY17 Budget** - Town Manager’s introduction of proposed budget for the fiscal year ending June 30, 2017.
- E. **Treasurer’s Warrant** – Request of Treasurer to authorize paid bills.

IX. **TOWN MANAGER’S COMMENTS**

X. **COUNCIL COMMENTS AND SUGGESTIONS FOR NEXT AGENDA**

XI. **EXECUTIVE SESSION:** (None Anticipated)

XII. **ADJOURNMENT**

**In order to assure your full participation in this meeting,
we would appreciate your informing us of any special
requirements you might have due to a disability.**

Please call 288-4098

Manager's Memo

To: Bar Harbor Town Council
cc: Department Heads
From: Cornell Knight, Town Manager
Date: Thursday, January 14, 2016

Re: **Town Council Meeting of January 19th.**

CALL TO ORDER – 7:00 P.M.

- I. A. Excused Absences** – None that I am aware of but if there is an absence it would be appropriate to pass a motion to excuse Councilor _____ as provided by Town Charter section C-12.B(1)(d).
- V. FINANCIAL STATEMENTS** - Finance Director Stan Harmon has enclosed his monthly report for 6 months into the fiscal year. Expenses to date are right at 50%. If acceptable a motion: to accept the Financial Report as presented.
- VI. CONSENT AGENDA** – A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:
- A. Grants: Small Harbor Improvement Program** The Department of Transportation has awarded the town a \$45,000 matching grant to replace the harbor floats. Matching funds will come from the Capital Improvement reserve fund. Robert Osborne, Planning Director prepared the application months ago. A possible motion: to accept the SHIP grant award and authorize the town manager to sign the contract.
 - B. Maine Service Centers Coalition** The cost of the membership is \$628. A possible motion: to approve the Maine Service Center Coalition resolution for membership and appoint the town manager as a representative.
 - C. Design Review Board** - See the enclosed letter from Martha Searchfield. A possible motion: to accept Martha Searchfield's letter of resignation from the Design Review Board and to send a letter of appreciation for her years of service.
 - D. Fire Department Grant Application**- see the enclosed memo from the Chief. The Fire Department is applying for a federal grant to fund a portion of the ladder truck purchase and for power lift stretchers. Matching funds would come from CIP reserve accounts. A possible motion: to authorize the Fire Chief to submit applications to FEMA for ladder truck and stretcher funding.

VII. Public Hearings:

- A. **Special Amusement Permit- Bar Harbor Inn Class 3ad.** No issues from the Police Department. Possible motion: to approve Bar Harbor Inn for a Class 3ad Special Amusement Permit as advertised.

VIII. Regular Business

- A. **Land Use Ordinance Amendments: June 14, 2016 Town Meeting.** See the enclosed memo from Robert Osborne, Planning Director regarding the Planning Board's public hearing on the proposed amendments and their recommended passage of the articles. If there are no concerns with the warrant articles as drafted, a possible motion: that staff prepare a Certificate of Ordinance for each warrant article and place on the February 2, 2016 Council agenda for consideration. A public hearing will be scheduled at that same meeting.
- B. **Police Records Management System purchase** - Enclosed is a memo from the Police Chief explaining the reasons for switching from Crimestar to Spillman which is used by most police agencies in Hancock County. The cost is \$46,590 which will be funded by \$30,590 in reserve funds and two \$8000 payments from the Capital Improvement Budget in 2017 and 2018. A possible motion: to approve the purchase of the Spillman Records Management system for \$46,590.
- C. **Tilson Broadband fiber presentation- (Please bring your Tilson report dated October 7, to the meeting).** Liza Quinn a consultant with Tilson Technology Management will review the 53 page report "Broadband Plan and Network Designs." The Council funded this study last March at a cost of \$37,775. Enclosed is CTTF's recommendation which is to build the entire Fiber to the Premise network all at once, estimated at \$13,000,000. Also enclosed is information on the Risks and Why's of building the network and a brochure on Fiber to the Home. No action is needed at the meeting. There will be a joint CTTF/Council workshop one hour before your next regular meeting on February 2nd. CTTF has another public workshop scheduled for Feb 4th.
- D. **2017 Budget presentation-** See the enclosed 2017 budget book. The budget memo is enclosed. Review starts Thursday at 6 pm.
- E. **Treasurer's Warrant** – I recommend passage of a motion: to sign the Treasurer's Warrants for paid bills.

Minutes
Bar Harbor Town Council
January 5, 2016

- I. **CALL TO ORDER** – 7:00 p.m. – In attendance were Councilors: Paul Paradis, Gary Friedmann, Anne Greenlee, Peter St. Germain, Burt Barker, David Bowden, Clark Stivers; Town Manager Cornell Knight, and Town Attorney Edmond (Ed) Bearor.
- A. **Excused Absence(s)** – All were present.
- II. **PUBLIC COMMENT PERIOD** – *The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda and not in litigation with a maximum of three minutes per person.* – There were no comments.
- III. **APPROVAL OF MINUTES – December 15, 2015 Regular Meeting**
- Councilor Friedmann requested his comments be clarified under Council Comments: he reported ‘that half of the photovoltaics arrays at the public works site are online. There is a defect in a pre-existing breaker box that caused the second half to go down.’ Councilor St. Germain requested the spelling of his name be amended on page 3, in item E.
- Mr. Friedmann, with second by Mr. St. Germain, moved to approve the minutes of December 15, 2015 regular meeting as amended. Motion passed 7-0.
- IV. **ADOPTION OF AGENDA** – Councilor St. Germain requested to amend the agenda of January 5, 2016 by adding item IX. Executive Session: item A. Consultation with the Town Attorney concerning the legal rights and duties of the Town in regard to a complaint received against two Council members, as allowed under the Council’s Rules of Order section 3-C-1. Mr. St. Germain, with second by Mr. Barker, moved to adopt the agenda as amended. Motion passed 7-0.
- V. **CONSENT AGENDA** – *A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:*
- A. **Working Capital Designation** – *Possible passage of a motion that the Town, in accordance with its Fund Balance Policy, designate in the Assigned Fund Balance section of the General Fund an amount equal to \$1,878,000 to be labeled Assigned For Working Capital.*
- B. **Certification of Property Owners and Abutters Mailing Lists** – *Possible passage of a motion to sign the two certification of the mailing lists used for the notice of the Planning Board’s January 6, 2016 public hearings on the Land Use Ordinance Amendments for June 2016.*
- Ms. Greenlee, with second by Mr. Barker, moved to approve the consent agenda as published. Motion passed 7-0.

VI. REGULAR BUSINESS:

- A. Frenchman Bay Water Quality Testing**– *Report from Dr. Jane Disney of Community Environmental Health Lab for the 2015 cruise ship water quality testing.* – Dr. Disney reported that the water quality monitoring for 2015 shows Bar Harbor waters of excellent quality. Her recommendations are to continue to monitor with perhaps a modified criteria for testing to be apprised of any changes or conditions. Dr. Disney also recognized Harbor Master Charlie Phippen for enforcing the policy of the cruise and other vessel visitations, and his communication that helps protect the harbor’s resources. Further, Dr. Disney recognized the volunteers, and other agencies that funded and supported this project. Following brief comments and questions, Ms. Greenlee, with second by Mr. Barker, moved to accept the Bar Harbor Cruise Ship Monitoring Report 2015 and file in the town records. Motion passed 7-0. For detailed information and the full report, The Bar Harbor Cruise Ship Monitoring Report for 2015 is available on the Town’s website.
- B. FY15 Audit** - *Report of auditor James W. Wadman, CPA on the town financial statements for the fiscal year ending June 30, 2015.* – Auditor James Wadman and his assistant Wanese Lynch summarized the highlights. Following the favorable review, Ms. Greenlee, with second by Mr. St. Germain, moved to accept the June 30, 2015 fiscal year audit by James Wadman CPA and file in town records. Motion passed 7-0.
- C. Communication Technology Task Force** - *Discussion on scheduling a joint workshop on broadband study.* – Following a brief explanation from Councilor Stivers; Mr. Friedmann, with second by Mr. Barker, moved to schedule a workshop with the CTTF on February 2nd at 6:00 p.m., an hour prior to the regular Council meeting. Motion passed 7-0.
- D. Treasurer’s Warrant** – *Request of Treasurer to authorize paid bills.* – Mr. Friedmann, with second by Ms. Greenlee, moved to sign the Treasurer’s Warrants for paid bills. Motion passed 7-0.

VII. TOWN MANAGER’S COMMENTS - Town Manager Cornell Knight reported that the tentatively scheduled special meeting on January 11th on the update of the parking garage and ferry terminal with the consultants has been cancelled. Tentatively, the special meeting is rescheduled for March 10th.

VIII. COUNCIL COMMENTS AND SUGGESTIONS FOR NEXT AGENDA

Mr. St. Germain wished everyone a ‘Happy New Year’!

Mr. Friedmann announced that there is a group of citizens across the Island who are interested in seeing MDI take on activities that will both strengthen our economy and improve our quality environment. They are calling this project “Climate to Thrive”. There will be a meeting at the Neighborhood House on January 24th from 3 to 6 p.m. with keynote speaker, breakout groups covering a number of topics with experts, and food will be served. All are welcome.

Mr. Bowden stated he was glad to hear the granite windowsills remain at the Fire station.

Mr. Paradis also wished everyone a ‘Happy New Year’!

IX. EXECUTIVE SESSION:

- A. **Consultation with Town Attorney - Pursuant to Title 1 MRSA section 405(6)(E), for the purpose of consulting with the Town's attorney concerning the legal rights and duties of the Town in regard to a complaint received against two Council members.** – Mr. St. Germain, with second by Mr. Barker, moved to enter into executive session, after a short break, as permitted by 1 MRSA 405(6)(E), for the purpose of consulting with the Town's attorney concerning the legal rights and duties of the Town in regard to a complaint received against two Council members. Motion passed 7-0. Council entered into executive session at 8:37 p.m. following a short break. In attendance were Councilors Gary Friedmann, Anne Greenlee, Peter St. Germain, Burt Barker, Clark Stivers; Town Manager Cornell Knight, and Town Attorney Edmond Bearor. Council return to regular session at 9:35 p.m.

Vice Chair Friedmann stated the Council has discussed its duties under the Charter as it applies to the facts and circumstances set forth in the January 4, 2016 letter addressed to the Council from Arthur Greif and Donna Mae Karlson. He asked if there was a member of the Council who would care to make a motion in connection with this matter.

Mr. St. Germain, with second by Mr. Barker, moved that the alleged facts and circumstances contained in the January 4, 2016 letter do not warrant further review or consideration by the Council. Motion passed 5-0.

- X. **ADJOURNMENT** - St. Germain, with second by Mr. Barker, moved to adjourn at 9:37 pm. Motion passed 5-0.

Patricia A. Gray, Town Clerk

Memo



To: Town Councilors; Cornell Knight
From: Stan Harmon, Finance Director
CC: Department Heads
Date: 1/8/2016
Re: Fiscal Year 2016 – December 31, 2015 – 6 Months Results

General Fund

Attached are the financial results for 6 months of operations for FY 2016.

Expenditures (50% goal)

The December summary statements show 50.0% spent versus 51.3% of the budget spent last year. 50.2% of the \$3.6 million in budgeted municipal *wages* are spent year-to-date compared to 49% in December 2015. Mostly “timing” reasons at this point for the variances, or some departments are higher due to typical seasonal spending that will flush out later if there is a higher trend. It’s worth noting that Highway has spent \$40,000 *less* at this point this year versus last year to date.

Non-Property Tax Revenues (50% goal)

53% of the budget for non-property tax revenues is now collected versus the same 53% at this point last year. Vehicle Excise is up 11% over last year (\$50,000) and should exceed the budget as well as Harbor docking fees which has already made its budget. However, Recycling income is down \$17,000 from last year and Ambulance revenues are below last year and will likely not reach its FY16 targeted budget.

Ambulance Revenues -low November volume this year and with less Bangor runs

FY 2016	6 Months YTD Runs Billed	470	Ave. <u>Gross</u> Billing (per run)	\$608
FY 2015	6 Months YTD Runs Billed	483	Avg. <u>Gross</u> Billing (per run)	\$654
FY 2014	6 Months YTD Runs Billed	506	Avg. <u>Gross</u> Billing (per run)	\$629
FY 2016	6 Months YTD Runs billed	470	<u>Net</u> Collections (per run)	\$385
FY 2015	6 Months YTD Runs billed	483	<u>Net</u> Collections (per run)	\$427
FY 2014	6 Months YTD Runs billed	506	<u>Net</u> Collections (per run)	\$395

	<u>12/31/2015</u>	<u>12/31/2014</u>
Ambulance Accounts Receivable	\$165,073	\$170,757

Excise-Motor Vehicle Revenues- total revenue data shows we are up 12% over last year, continuing to reflect a national trend of motor vehicle replacements in numbers and pricing.

FY 2016	6 Months YTD	2508 units	\$514,032	= \$205 / per vehicle
FY 2015	6 Months YTD	2432 units	\$459,868	= \$189 / per vehicle
FY 2014	6 Months YTD	2447 units	\$465,873	= \$190 / per vehicle
FY 2013	6 Months YTD	2604 units	\$433,945	= \$166 / per vehicle

Building Permitting Revenue- revenue is about equal to last year at this time..

FY 2016	6 Months YTD	158 permits	\$39,486	= \$250 / permit
FY 2015	6 Months YTD	136 permits	\$37,788	= \$277 / permit
FY 2014	6 Months YTD	148 permits	\$147,335	= \$995 / permit
FY 2013	6 Months YTD	143 permits	\$32,254	= \$225 / permit

FY '16 Previously Authorized Council Budget Adjustments or Transfers:

Contingency Fund Activity for FY '16:

Beginning Balance	(Town Meeting Approval)	\$53,366
	Minutes-Town Council Mins 10/20/15-Backyard Study	<u>-\$10,000</u>
Ending Balance	@ 12/31/15 (available #1036-5906)	<u>\$43,366</u>

General Fund Transfers:

From: Expense #1028-xxxx	(No approved transfers)	(\$00)
To: Expense #1034-xxxx		\$00

Capital Improvement Transfers/Adjustments:

From: Assng #2132-6115 GIS Info System	(Town Council 7/7/15)	(\$4,000)
	HWay #2177-6426 Sidewalks	(\$26,000)
	Undes #2182-6190 Undesignated CIP	(\$20,000)
To: MuniB #2124-6130 Municipal Building Renovations		<u>\$50,000</u>
From: HWay #2177-6408 Grader Reserve	(Town Council 8/18/15)	(\$84,794)
To: HWay #2177-6414 FrntEndLoader-Snow Blower		<u>\$84,794</u>
To: UnDesig #2182-6190 Unallocated CIP	(Town Council 10/20/15)	\$13,500
To: Comft Sta #2170-6352 Pier Comfort Station		\$ 3,100
To: CIP Revs #2188-4364 CS Fees Transferred In		<u>\$16,600</u>

Cruise Ship Fund Transfers:

To: CIP Fund -Pier Comfort Station Project	(Town Council 10/20/15)	\$16,600
From: CShip Fund Balance-Port Fees		\$16,600
To: Ferry Terminal Study #6510-5356 (T/C 2/17/15 -MOU signed 10/15/2015)		\$48,000
From: CShip Fund Balance-Pass Serv Fees		\$48,000

Property Tax Collection & Receivable Update:

Outstanding current year's taxes at the end of December, as a percent of total uncollected, increased from 39.2% outstanding to 40.9% due partly to elimination of the 2nd half discount in FY16. Cash flow was only minimally impacted.

Tax Year	Property Taxes Outstanding Balance	@ 12/31/15		@ 12/31/14	
			%	Balance	%
2006-07	\$ 1,274		0.1%	\$ 6,807	0.1%
2008	\$ 1,643		0.1%	\$ 6,788	0.1%
2009	\$ 4,728		0.1%	\$ 12,558	0.1%
2010	\$ 5,248		0.1%	\$ 18,559	0.1%
2011	\$ 6,619		0.1%	\$ 28,315	0.2%
2012	\$ 6,415		0.1%	\$ 28,922	0.2%
2013	\$ 5,190		0.1%	\$ 244,447	1.7%
2014	\$ 204,039		1.4%	\$ 5,808,002	39.2%
2015	\$ 6,380,944		40.9%		

Cash Investment and Status Report / Banking

On December 31st, the Town had \$15,700,000 on hand in all funds—approximately \$450,000 more monies available than last year’s total balances at this same time period. The higher amount of total funds on hand is due to the new bond monies received. Checking interest rates are at .33% vs. the same .33% last year.

Wastewater Division Fund

Financials (50% - 6 month Benchmark)

	Annual Budget	Dec YTD Actual	% Spent
Spending shows the following:			
<i>Oper & Maint-FY2016-this year</i>	\$1,330,551	\$631,810	47%
<i>Oper & Maint-FY2015-last year</i>	\$1,335,000	\$565,341	42%
	<u>12/31/2015</u>	<u>12/31/2014</u>	
Accounts Receivable-Wastewater	\$83,029	\$88,935	

Water Division Fund

Financials (50%-6 month Benchmark)

	Annual Budget	Dec YTD Actual	% Spent
Spending shows the following:			
<i>Oper & Maint-FY2016-this year</i>	\$1,053,291	\$472,676	45%
<i>Oper & Maint-FY2015-last year</i>	\$1,051,000	\$465,842	44%
	<u>12/31/2015</u>	<u>12/31/2014</u>	
Accounts Receivable-Water	\$5,828	\$34,487	

Technology

In December’s report from Steve, he indicated some pre-planning for the MUNIS server upgrade, programmed the access folder for MDPD on the server, meetings/calls with *Laserfiche* and a new user-JVTrump, rebuild a PC for the camera trailer upgrade at WW and 2 others at WW as well as one pc and laptop at Water, install a mail machine at PW, attended various Town office construction meetings, recovered crash pc data for both the Manager and Treasurer, investigate

corrupted email issues, work on the FY17 budget and manage *Tilson* conference calls and review their final report with the CTTF members.

Assessing

Justin was away on a family vacation for 2 weeks and other staff covered for that time period as the Deputy Assessor was still out due to medical reasons.

Cruise Ship Fund

Expenses-Direct Discretionary Exps: FY2016	<u>Budget</u> \$164,874	<u>Actual</u> \$113,289	<u>%</u> 69%
Revenue activity so far – 6 months: FY2016	<u>Budget</u> \$605,735	<u>Actual</u> \$533,481	<u>%</u> 88%
FY2015	\$632,224	\$563,453	89%
FY2014	\$656,933	\$600,859	91%

Municipal Building Construction

Delays in installation of some of the work stations/cabinetry and related acoustic panels by a sub-contractor have pushed back the date for the move back into Finance and Assessing but it is expected to occur in January.

Town of Bar Harbor
Expenses - Period Ending
12/31/15

07-Jan-16

50% of Year Completed

General Fund	Dept	A FY '16 Annual Adj'd Budget	B FY '16 6 Months Actual	C FY '15 12 Months Actual	D Bud Variance Under (over) Col. A-B	E % Spent of Budget (B/A=E)	FY '14 12 Months Actual	Comments on variances
Town Council	10	\$ 37,952	\$ 5,857	\$ 37,388	13,119	15.4%	\$ 32,920	timing
Town Manager	12	\$ 127,031	\$ 58,765	\$ 131,270	4,751	46.3%	\$ 131,036	
Town Clerk	14	\$ 140,381	\$ 56,761	\$ 123,202	13,430	40.4%	\$ 119,475	timing
Finance Dept.	16	\$ 328,189	\$ 175,548	\$ 322,362	(11,454)	53.5%	\$ 316,215	timing
Town Attorney	18	\$ 19,150	\$ 5,350	\$ 36,982	4,225	27.9%	\$ 67,420	
Elections	20	\$ 12,717	\$ 1,643	\$ 12,156	4,716	12.9%	\$ 10,361	timing
Technology	22	\$ 174,287	\$ 103,697	\$ 147,667	(16,554)	59.5%	\$ 121,486	timing
Municipal Building	24	\$ 74,825	\$ 31,957	\$ 96,879	5,456	42.7%	\$ 80,273	timing
Town Offices	26	\$ 33,452	\$ 18,973	\$ 35,269	(2,247)	56.7%	\$ 37,566	timing
Employee Benefits	28	\$ 1,376,319	\$ 630,155	\$ 1,252,271	58,005	45.8%	\$ 1,345,347	
Code Enforcement	30	\$ 74,851	\$ 37,712	\$ 91,282	(287)	50.4%	\$ 69,142	
Assessing Dept.	32	\$ 139,128	\$ 59,634	\$ 116,759	9,930	42.9%	\$ 115,497	lower trend
Planning Dept.	34	\$ 156,893	\$ 55,793	\$ 91,360	22,654	35.6%	\$ 118,722	less legal exp
Miscellaneous	36	\$ 211,104	\$ 125,817	\$ 211,723	(20,265)	59.6%	\$ 180,505	timing
Ambulance	40	\$ 450,258	\$ 221,665	\$ 404,660	3,464	49.2%	\$ 391,936	
Fire Department	42	\$ 357,964	\$ 181,032	\$ 327,018	(2,050)	50.6%	\$ 316,107	
Hydrant Rentals	42	\$ 523,710	\$ 240,234	\$ 480,468	21,621	45.9%	\$ 480,468	timing
Police Dept.	45	\$ 1,030,871	\$ 550,950	\$ 983,866	(35,515)	53.4%	\$ 919,922	timing-seasonal
Dispatch Division	47	\$ 211,054	\$ 111,067	\$ 204,277	(5,540)	52.6%	\$ 201,945	
Public Safety Bldg.	49	\$ 38,916	\$ 16,282	\$ 42,602	3,176	41.8%	\$ 45,807	timing
Street Lights	51	\$ 71,575	\$ 33,967	\$ 69,069	1,821	47.5%	\$ 63,278	
Harbor Dept.	53	\$ 113,786	\$ 60,308	\$ 116,162	(3,415)	53.0%	\$ 121,891	timing-seasonal
Parks & Rec & Gln M	59	\$ 235,251	\$ 143,645	\$ 229,730	(26,020)	61.1%	\$ 228,873	timing-seasonal
Emrg Mgt & Gen Assis	63/66	\$ 1,444	\$ 52	\$ 1,170	670	3.6%	\$ 1,445	
Cooperatng Agency	68	\$ 42,843	\$ 42,843	\$ 45,231	(21,422)	100.0%	\$ 39,843	
Comfort Station	70	\$ 93,361	\$ 60,723	\$ 83,607	(14,043)	65.0%	\$ 90,729	timing-seasonal
Public Works	75	\$ 146,122	\$ 72,486	\$ 144,809	575	49.6%	\$ 143,623	
Highway Dept	77	\$ 1,007,992	\$ 477,772	\$ 1,160,595	26,224	47.4%	\$ 1,059,443	40k less than 2014
Solid Waste	79	\$ 655,939	\$ 362,793	\$ 611,136	(34,824)	55.3%	\$ 601,229	timing-seasonal
General Fund Totals		\$ 7,887,365	\$ 3,943,481	\$ 7,610,970	\$ 202	50.0%	\$ 7,452,504	
payroll periods		26	13	26		50.0%	26	

Includes \$25,374 in carryover encumbrances from FY2015

General Fund - Revenues

Town of Bar Harbor
YTD December 31, 2015

50% - 6 Months

<u>Department</u>	<u>Budget FY'16 12 Months</u>	<u>Actual FY'16 6 Months</u>	<u>Actual FY'15 12 Months</u>	<u>Bud. Var. Favorable (Unfavorable)</u>	<u>% Rev's Received 50% Goal</u>	<u>Variances From Budget Goal Comments</u>
Town Clerk Fees	\$ 28,304	\$ 9,576	\$ 27,254	(4,576)	34%	
Finance Department	\$ 181,510	\$ 92,631	\$ 200,066	1,876	51%	
Municipal Building	\$ 30,000	\$ 17,915	\$ 33,416	2,915	60%	
Code Enforcement Permits	\$ 160,358	\$ 67,418	\$ 187,533	(12,761)	42%	
Planning Fees	\$ 20,694	\$ 1,005	\$ 10,209	(9,342)	5%	lower trend
Ambulance/Fire Fees	\$ 396,100	\$ 182,220	\$ 351,052	(15,830)	46%	lower trend
Police Department	\$ 69,841	\$ 51,193	\$ 77,679	16,273	73%	seasonal
Harbor Department	\$ 49,203	\$ 52,973	\$ 54,351	28,372	108%	higher - made budget
Parks & Recreation	\$ 600	\$ 150	\$ 950	(150)	25%	
Highway Division	\$ 9,953	\$ 11,313	\$ 10,451	6,337	114%	higher - made budget
Solid Waste-Recycling	\$ 86,338	\$ 32,083	\$ 64,434	(11,086)	37%	lower trend - pricing
Departmental	\$ 1,032,901	\$ 518,477	\$ 1,017,395	2,027	50%	
P.I.L.O.T.'s	\$ 126,306	\$ 36,186	\$ 129,401	(26,967)	29%	timing
Interest Income	\$ 20,350	\$ 8,732	\$ 25,330	(1,443)	43%	timing
Misc, Cable Franch., other	\$ 122,992	\$ 73,763	\$ 126,205	12,267	60%	timing
Excise & Other Taxes	\$ 986,441	\$ 543,007	\$ 1,013,463	49,787	55%	higher trend
Intergovernmental	\$ 218,504	\$ 141,343	\$ 209,123	32,091	65%	timing
Revenues-Subtotal	\$ 2,507,494	\$ 1,321,508	\$ 2,520,917	67,761	53%	
Property Taxes	\$ 15,588,096	\$ 15,602,181	\$ 14,957,966	14,085	100%	
Transfers In-CS & Other Funds	\$ 264,817	\$ -	\$ 268,907	-	0%	
Fund Balance Used	\$ 110,000	\$ -	\$ 412,639		0%	
Grand Total-General Fund	\$ 18,470,407	\$ 16,923,689	\$ 18,160,429	-	91.6%	
Wastewater Revenues	\$ 2,212,776	\$ 976,149	\$ 2,099,773		44%	1 Summer Qtr Billed
Water Revenues	\$ 1,930,105	\$ 1,066,624	\$ 1,981,903		55%	2 Qtrs Billed
CIP Fund Rev's/Transfers	\$ 2,569,177	\$ 1,405,027	\$ 4,589,867		55%	
Cruise Ship Fund Rev's	\$ 605,735	\$ 533,481	\$ 631,589		88%	

TOWN OF BAR HARBOR
CASH / INVESTMENT STATUS @ December 31, 2015

Note	Bank	Acct. No.	Purchase	Maturity	Interest Rate	Amount
**CHECKING ACCOUNTS						
WATER	BHBT	77548556	GL #40-1140		0.33%	\$ 386,000
GENERAL	BHBT	77548521	GL #10-1140		0.33%	\$ 278,000
SEWER	MACHIAS SB	8100333860 / 930	GL #10-1135		0.10%	\$ 745,000
SEWER	BHBT	77548513	GL #35-1140		0.33%	\$ 75,000
	Total Checking Accounts					<u>\$ 1,484,000</u>
GENERAL	BHBT	ICS - CDARS	FDIC custodial bank deposits	GL #10-1130	0.55%	\$ 6,068,000
GENERAL	The 1st		collateralized securities	GL #10-1145	0.75%	\$ 1,149,000
GENERAL	The 1st		collateralized securities	GL #10-1146	0.45%	\$ 1,005,000
SEWER	BHBT-bond \$	ICS - CDARS	FDIC custodial bank deposits	GL #35-1130	0.55%	\$ 1,048,000
WATER	BHBT-bond \$	ICS - CDARS	FDIC custodial bank deposits	GL #40-1130	0.55%	\$ 1,802,000
**CERTIFICATES OF DEPOSIT: money market						
Gen Fnd	The First	14 months	27-Nov-14	27-Jan-16	0.25%	\$ 86,014
Gen Fnd	BHS&L	18 Months	27-Dec-14	27-Jun-16	0.70%	\$ 110,995
Gen Fnd	BHS&L	12 months	04-Dec-15	03-Dec-16	0.65%	\$ 112,176
Gen Fnd	MSB	12 Months	25-Oct-15	25-Oct-16	0.27%	\$ 112,303
Gen Fnd	MSB	1 Year-CDARS	17-Jan-15	17-Jan-16	0.27%	\$ 239,687
Gen Fnd	UTC-Camden	12 Month CD	11-Aug-15	11-Aug-16	0.15%	\$ 107,132
Gen Fnd	UTC-Camden	12 Month CD	10-Feb-15	10-Feb-16	0.15%	\$ 106,744
Gen Fnd	UTC-Camden	1 Year-CDARS	02-Oct-15	02-Apr-16	0.10%	\$ 236,361
#10-1160	Total Certificates of Deposit					<u>\$ 1,111,412</u>
CIP Reserves: Bar Harbor Banking & Trust - Trust Department						
GENERAL	COMB-combined funds		Money Mkt Funds Sweep		0.07%	\$ 306,441
	Chesapeake Energy		Bond - BBB	3/15/2016	3.25%	\$ 49,125
	Vanguard Short Term Treasury		Mutual Fund		0.63%	\$ 595,885
	Vanguard Scottsdale FDS		Mutual Fund		1.81%	\$ 446,796
	Morgan Stanley		Bond - A-	2/25/2016	1.75%	\$ 100,427
	Fed Home Loan Mrtg Corp		Bond - AA+	1/4/2018	0.00%	\$ 267,382
	Fed Natl Mtg Assoc		Bond - AAA	2/19/2019	0.88%	\$ 248,455
#10-1170	Total In Trust Fund					<u>\$ 2,014,511</u>
TOTALS: All CASH & INVESTMENTS						<u><u>\$ 15,681,923</u></u>

Notes: Checking Accounts and money markets above \$250,000 are protected by Bar Harbor Bank's collateral (US Gov't or agency securities) that are held in joint custody at the Federal Reserve Bank of Boston.

COMB = Combined General, CIP, School and Cruise Ship Cash Accounts
 SWR = Sewer Fund
 WTR = Water Fund

BHBT = Bar Harbor Bank & Trust Co.
 The First = First National Bank Of Damariscotta
 UTC = Union Trust Company & now Camden National Bank
 BHS&L = Bar Harbor Savings & Loan Co.
 MSB = Machias Savings

Town Bond Rating: Affirmed August '15 Aa2 Moody's
 Affirmed August '15 AAA S & P's

State of Maine Bond Rating: May '12 AA S & P's
 State of Maine Bond Rating: June '14 Aa2 Moody's
 State of Maine Bond Rating: Jan '13 AA Fitch
 Hancock County Rating: Jan '11 Aa2 Moody's
 Hancock County Rating: Jan '11 AA S & P's
 U.S. Government Rating: August '11 AA S & P's

VI A.

Robert Osborne

From: Laberge, Michael <Michael.Laberge@maine.gov>
Sent: Tuesday, January 05, 2016 2:34 PM
To: planner@barharbormaine.gov
Cc: GorneauII, Aurele
Subject: Agreement for Bar Harbor SHIP Project, WIN 20839.00
Attachments: Bar Harbor SHIP Agreement 2016.pdf

Hi Bob. As we discussed today, attached for the town manager's signature is an agreement between MaineDOT and the Town of Bar Harbor for replacement of the float system at Ellis Pier, with partial support from the Small Harbor Improvement Program (SHIP).

Signing this agreement is the first step in moving forward with the SHIP project. Once it is signed, representatives from MaineDOT and the Town will sit down and go over the project and all state requirements for it.

Please return **two (2) approved, signed originals** of the agreement to me at the address below. Please let me know if you have questions.

The pier project is programmed in MaineDOT's Work Plan for calendar years 2016 to 2018, found online: <http://maine.gov/mdot/projects/workplan/search/>

Regards,
Mike Laberge

Mike Laberge, Local Projects Coordinator
Maine Department of Transportation
Bureau of Project Development Multimodal Program
16 State House Station
Augusta, ME 04333-0016

207 624-3508 (office)
207 557-2176 (cell)
Web: <http://www.maine.gov/mdot/lpa/>



<i>MaineDOT use only</i>	
TEDOCS #:	_____
AMS ID:	_____
CSN:	_____
PROGRAM:	Multimodal (OUC 57000)

MAINE DEPARTMENT OF TRANSPORTATION
Small Harbor Improvement Program Agreement
 With the
Town of Bar Harbor
 Regarding
Replacement of the Float System at Ellis Pier: WIN 020839.00

<i>(This section to be completed by MaineDOT)</i>	
Vendor Name: <u>Town of Bar Harbor</u>	Vendor Number: <u>VC1000007115</u>
Maximum State Share: <u>\$45,000</u>	Estimated Local Match: <u>\$45,000</u>
Effective Date: _____	Expiration Date: _____

This Agreement is between the Maine Department of Transportation, an agency of the State of Maine with headquarters at 24 Child Street in Augusta, Maine (“**MaineDOT**”) and the Town of Bar Harbor, a body corporate and politic with its principal offices at 93 Cottage Street in Bar Harbor, Maine (“**the Town.**”)

WHEREAS, **MaineDOT** selected the work described in Article 1A below for partial funding through its Small Harbor Improvement Program (SHIP) and for inclusion in its 2016-2018 Work Plan, based on an application from the **Town** dated September 4, 2015; and

WHEREAS, the **Town** shall be the lead agency, undertaking a “locally administered project” subject to state requirements as set forth in Article 1 through Article 9 below.

NOW, in consideration of the previous statements, **MaineDOT** and the **Town** (“**the Parties**”) agree to the following terms:

ARTICLE 1. PROJECT OVERVIEW

- 1A. SCOPE OF WORK. The work eligible for state funding from **MaineDOT** will consist of replacement of the float system at Ellis Pier, at the intersection of West and Main streets in Bar Harbor (“**the Project.**”) Any substantial change to this scope of work shall require **MaineDOT**’s written approval to be eligible for funding from **MaineDOT**.
- 1B. FUNDING. The estimated cost of the **Project** is ninety thousand dollars (**\$90,000**), which the **Parties** will share as set forth in Article 3, “Financial Provisions.”
- 1C. ROLE OF TOWN. The **Town** shall designate an employee with decision-making authority and appropriate skills to manage the **Project** and carry out the Town’s responsibilities under this Agreement. This Project Coordinator shall be responsible for the **Project** at all times.

1. The **Town** has assigned the following person to serve as Project Coordinator:
Stanley Harmon, Finance Director
Phone: 288-5096, ext. 1101
Email: treasurer@barharbormaine.gov

1D. ROLE OF MAINEDOT. **MaineDOT** will assign a Project Manager to carry out MaineDOT's responsibilities under this Agreement. This person will have the authority to request design changes to meet applicable laws and design standards; accept or reject invoices; review construction activities to ensure compliance with state standards; and take all other action needed to ensure the proper performance of this Agreement.

1. **MaineDOT** has assigned the following person to serve as Project Manager:
Aurele Gorneau II, Senior Project Manager
Phone: 624-3553 (desk) / 592-4438 (cell)
Email: Aurele.GorneauII@maine.gov

ARTICLE 2. PROJECT DEVELOPMENT

2A. AUTHORIZATION. **MaineDOT's** financial participation in the **Project** will begin after **MaineDOT** executes this Agreement and gives the **Town** notice to proceed. Costs incurred beforehand shall be ineligible for reimbursement under this Agreement.

2B. KICKOFF. Before starting work eligible for reimbursement under this Agreement, the **Town's** Project Coordinator shall hold a project kickoff with **MaineDOT's** Project Manager to go over the scope of work, budget, schedule, and state requirements.

2C. UPDATES. The **Town** shall send progress updates to **MaineDOT's** Project Manager for the duration of the **Project** in a format and on a schedule agreed to by the **Parties**.

2D. CONSULTANT SERVICES. The **Town** may contract for consultant services under this Agreement. In doing so, the **Town** shall use qualifications-based selection and follow **MaineDOT's** "Consultant General Conditions for Local Public Agencies." Consultant work done under a contract based upon lowest price or under a contract executed without **MaineDOT's** approval shall be ineligible for reimbursement from **MaineDOT**.

2E. DESIGN WORK. The **Town** or its contracted consultant shall prepare design plans, specifications and cost estimates for the **Project** in accordance with MaineDOT's standards and procedures. The **Town** shall submit a package of final design plans, specifications and cost estimates ("PS&E") to the **MaineDOT** Project Manager for review and comment before requesting authorization to advertise for bids, as follows:

1. **MaineDOT** will enforce all engineering standards and specifications that apply to the **Project** and will require changes if such standards are not met.
2. **MaineDOT** will not give the **Town** authorization to advertise for construction bids until the **Town** addresses all comments to **MaineDOT's** satisfaction and **MaineDOT** accepts the final PS&E package as complete.

- 2F. QUALITY CONTROL. Engineering documents for the **Project** shall be stamped by a licensed professional engineer as required by law. **MaineDOT's** acceptance of the final PS&E package shall not relieve the **Town** and, if applicable, the Engineer of Record of responsibility for the quality of engineering documents for the **Project**.
- 2G. PERMITS. The **Town** shall obtain all approvals, permits and licenses for the **Project**. A copy of each final permit and license shall be provided to **MaineDOT** with an environmental certification (Letter 12) with the final PS&E package.
- 2H. UTILITIES. The **Town** shall coordinate the **Project** with affected utilities, if applicable. The **Town** shall submit a utility certification (Letter 13) to **MaineDOT** with the final PS&E package.
- 2I. RIGHT OF WAY. The **Town** shall certify that it has title to all property needed to build and maintain the **Project**, in the form of signed Letter 10 submitted to **MaineDOT** with the final PS&E package.
- 2J. BIDDING. The **Town** shall hire a contractor using a competitive process, as follows:
1. The **Town** shall receive written approval from **MaineDOT** before seeking bids for construction work for the **Project**. **MaineDOT** may not reimburse the **Town** for work advertised without approval.
 2. The **Town** shall follow Section 102 of **MaineDOT's** Standard Specifications (November 2014), "Bidding," unless **MaineDOT** approves otherwise in writing.
 3. The **Town** shall submit bid tabulations to **MaineDOT** before awarding a contract.
 4. The **Town** shall receive approval from **MaineDOT** before awarding a contract.
- 2K. AWARD. Upon **MaineDOT's** written approval, the **Town** shall award a contract to the lowest responsive and responsible bidder in accordance with Section 103 of **MaineDOT's** Standard Specifications (November 2014), "Award and Contracting." The **Town** is prohibited from negotiating with the low bidder before awarding a contract; doing so will cause the **Town** to lose funding from **MaineDOT** for the **Project**.
- 2L. CONSTRUCTION. After awarding a contract, the **Town's** Project Coordinator shall arrange a pre-construction meeting with written notice of at least five (5) working days. The **Town** shall invite **MaineDOT**, the contractor and other parties involved in or affected by the work. During construction, the **Town** shall provide oversight necessary to ensure that the **Project** is completed to **MaineDOT's** satisfaction and in compliance with the plans and specifications for the **Project**. **MaineDOT** personnel shall have access to the **Project** site at all times to monitor compliance with this Agreement.
- 2M. CONTRACT MODIFICATIONS. The **Town's** Project Coordinator shall submit proposed modifications to the construction contract to **MaineDOT** for review and concurrence before signing such documents. ***MaineDOT** may not participate financially in any contract modification executed without prior review.*

- 2N. FINAL INSPECTION. **MaineDOT** will hold a final inspection of the completed **Project** to determine the acceptability of the work. **MaineDOT** may not participate financially in the cost of work out of compliance with the **Project** plans, specifications or provisions of the construction contract.
- 2O. MAINTENANCE. The **Town** shall operate and maintain the completed facility for its intended public purpose for its standard useful design life. Maintenance shall consist of upkeep and repairs necessitated by weather, age and public use – with the exception of the destruction of the facility from a catastrophic natural event.

ARTICLE 3. FINANCIAL PROVISIONS

- 3A. STATE SHARE. **MaineDOT**, with state Submerged Lands funding transferred to SHIP, will share in the cost of the **Project** up to a maximum contribution of forty-five thousand dollars (**\$45,000**) or fifty percent (**50%**) of costs eligible for state funding, whichever is less. The **Town** shall receive **MaineDOT**'s contribution through reimbursement of **Project** costs incurred.
- 3B. LOCAL SHARE. The **Town** shall be responsible for the difference between the total cost of the **Project** and the maximum contribution from **MaineDOT** as set forth in Article 3A, "State Share." For budgetary purposes, the **Town**'s portion is estimated to be forty-five thousand dollars (**\$45,000**). Additionally, the **Town** shall be responsible for all costs deemed ineligible for reimbursement from the **MaineDOT**.
- 3C. NON-CASH MATCH. If the **Town** intends to use "in kind" services as match, the **Town** shall obtain **MaineDOT**'s written authorization to do so and shall provide a breakdown of the following, as applicable:
1. The number of hours of labor to be counted as match, with labor rates;
 2. The estimated quantity and price for each type of material used as match; and
 3. The estimated value of all work, items and efforts donated for use in the **Project**.
- 3D. REIMBURSEMENT. The **Town** may request periodic reimbursement for **MaineDOT**'s share of **Project** costs incurred at the rate in Article 3A, "State Share." The **Town** shall submit invoices to **MaineDOT**'s Project Manager no more than monthly but no less than quarterly, as follows:
1. Claims shall be submitted on the **Town**'s billhead and reference WIN 20839.00.
 2. **MaineDOT** will make no payment unless the **Town** has paid an invoice and provided the receipted invoice and proof of payment, including a breakdown of the charges incurred in sufficient detail to satisfy the **MaineDOT** Project Manager.
 3. Each invoice must include a progress report as outlined in Article 2C, "Updates."
 4. Each invoice must have an accumulative total and a breakdown of **MaineDOT**'s and the **Town**'s shares of total costs.
 5. Before paying the **Town**'s final reimbursement request, **MaineDOT** will inspect the completed **Project** in accordance with Article 2N, "Final Inspection."

- 3E. REPAYMENT. If the **Town** withdraws from the **Project** before completion or otherwise fails to deliver the improvements described in Article 1A, "Scope of Work," **MaineDOT** will terminate this Agreement for cause in accordance with Article 4, "Termination," and require the **Town** to refund all reimbursement payments made for the **Project**.
- 3F. SET-OFF. **MaineDOT** may exercise its common law, equitable and statutory rights of set-off to recover payments to the **Town** for work subsequently deemed to be ineligible for funding from **MaineDOT**. These rights will include, but will not be limited to, withholding for purposes of set-off any money owed to the **Town** under this Agreement and any other agreement with **MaineDOT** or any other agency of the State of Maine, including any contract starting before the effective date of this Agreement.
- 3G. NON-APPROPRIATION. **MaineDOT**'s financial obligations set forth in this Agreement are subject to budgetary appropriations. If **MaineDOT** receives insufficient funding to support the **Project** or fails to receive the legal authority to spend money otherwise programmed for this **Project**, **MaineDOT** shall be released from its obligation to make payment under this Agreement.

ARTICLE 4 – TERMINATION

- 4A. FOR CAUSE. **MaineDOT** will have just cause to terminate this Agreement in the event of default by the **Town** as defined in Article 4B, "Default." **MaineDOT** will afford the **Town** a cure period of fourteen (14) calendar days, effective on the **Town**'s receipt of Notice of Default. If the **Town** fails to address all defaults within this cure period, **MaineDOT** may terminate this Agreement for cause, with these conditions:
1. The **Town** and all contracted parties shall stop work on the **Project** immediately – except for work required to protect public health and safety – and provide **MaineDOT** with all **Project** records within thirty (30) days of termination date.
 2. If termination is due to the **Town**'s failure to correct any occurrence of default, **MaineDOT** shall recover from the **Town** reimbursements made in accordance with Article 3E, "Repayment."
 3. The **Town** shall forfeit all unspent SHIP funds in the terminated **Project**.
- 4B. DEFAULT. The **Town** shall receive a Notice of Default if the **Town** commits one or more of the following acts:
1. Withdraws its support for the **Project** without written concurrence from **MaineDOT**;
 2. Fails to complete the **Project** by December 31, 2017 without **MaineDOT**'s approval;
 3. Provides inadequate oversight that fails to fulfill its responsibilities in Article 2L, "Construction," leading **MaineDOT** to challenge the quality of work on the **Project**;
 4. Uses **Project** funds for a purpose other than what is authorized by this Agreement;
 5. Misrepresents or falsifies any claim for reimbursement; and
 6. Fails to meet standards of performance outlined in this Agreement.

- 4C. FOR CONVENIENCE. The **Parties** may terminate this Agreement for convenience by concurrence for any reason not defined as “default,” as follows:
1. If termination is for convenience, **MaineDOT** will reimburse the **Town** for acceptable work performed under this Agreement until the effective terminate date.
 2. All **Project** records shall be turned over to **MaineDOT** within thirty (30) days of the date of the Notice of Termination for Convenience.
 3. **MaineDOT** will reprogram for other purposes all unspent state funds in the **Project**.

ARTICLE 5 – RECORDS & AUDIT

- 5A. **Project** records are printed or electronic plans, specifications, contracts, reports, notes, or other documents prepared by or for the **Town**. The **Town** shall retain all such records for at least **three (3) years** from the date of **MaineDOT**’s acceptance of the final invoice for the **Project**. If any litigation, claim, negotiation or audit has begun before the end of this three (3) year period, all such records shall be kept at least until all action and resolution of all issues arising from it are complete. All records shall be provided to **MaineDOT** upon request after completion or termination of the **Project**.
- 5B. The **Town** and any consultant or contractor working on its behalf shall allow authorized representatives of the State of Maine to inspect and audit **Project** records at reasonable times. Copies shall be furnished at no cost to the State of Maine.
- 5C. Audits shall be performed in accordance with generally accepted government auditing standards (GAGAS).

ARTICLE 6. GENERAL PROVISIONS

- 6A. GOVERNING LAW. This Agreement is made and shall be construed under the laws of the State of Maine.
- 6B. INDEMNIFICATION. To the extent allowed by law, the **Town** shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the **Town**, its officers, employees, agents, consultants or contractors. Nothing in this article shall waive any defense, immunity or limitation of liability available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law. *Any other provision of this Agreement notwithstanding, this provision shall survive the termination or expiration of this Agreement.*
- 6C. CONFIDENTIALITY. The **Town** shall protect the confidentiality of engineering estimates of the cost to construct the **Project**, in accordance with the provisions of Title 23 of the Maine Revised Statutes Annotated (MRSA), Section 63, “Confidentiality of records”
- 6D. INDEPENDENT CAPACITY. The **Town**, its employees, agents, representatives, consultants and contractors *shall not* act as officers, employees or agents of **MaineDOT**.

- 6E. FLOW DOWN. Contracts between the **Town** and all third parties shall contain or incorporate by reference applicable provisions of this Agreement.
- 6F. EQUAL EMPLOYMENT OPPORTUNITY. The **Town** shall not discriminate against any employee or applicant for employment *relating specifically to work under this Agreement* because of race, color, religious creed, sex, national origin, ancestry, age, sexual orientation or disability unless related to a bona fide occupational qualification.
1. The **Town** shall include the provisions of Article 6F above in any contract for services or work for the **Project** so that the provisions are binding upon each consultant and contractor – with the exception of any contract for the purchase of standard commercial supplies or raw materials.
- 6G. BINDING EFFECT. The **Parties** shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.
- 6H. ENTIRE AGREEMENT. This document represents the entire Agreement between the **Parties**. Neither **MaineDOT** nor the **Town** shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.

ARTICLE 7. EXPIRATION

All provisions of this Agreement shall expire upon satisfactory completion of the terms of this Agreement or **three (3) years** from the final day of the month in which this Agreement took effect, whichever occurs first, with the following exceptions:

- Article 2, Section O (maintenance);
- Article 5, Section A (retention of records);
- Article 5, Section B (access to records);
- Article 6, Section B (indemnification); and
- Article 6, Section C (confidentiality).

ARTICLE 8. DEBARMENT

- 8A. By signing this Agreement, the **Town** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by the State of Maine. If the **Town** cannot certify to this statement, it shall attach an explanation to this Agreement.
- 8B. For the duration of this Agreement, the **Town** shall notify **MaineDOT** promptly if it or any of its officers, agents and employees associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by the State of Maine.
- 8C. The **Town** agrees that it shall not hire a consultant, contractor or other party that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Maine.

ARTICLE 9. AGREEMENT APPROVAL

The undersigned municipal representative assures that the **Town's** legislative body has approved the **Project** and the **Town's** entry into this Agreement, has appropriated or authorized the use of associated funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, the **Town** and **MaineDOT** have executed this Agreement effective on the date last signed.

Town of Bar Harbor

Maine Department of Transportation

By: _____
Cornell F. Knight, Town Manager

By: _____
William A. Pulver, P.E., Director
Bureau of Project Development

Date: _____

Date: _____

I certify that the foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9407 and §9502 – that the signature, if electronic: (a) is intended to have the same force as my manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my control.

VI B.

MAINE SERVICE CENTERS COALITION

60 Community Drive • Augusta, Maine 04330 • (207) 623-8428

William Bridgeo, Chair
City of Augusta
(207) 626-2300

Catherine Conlow, Vice Chair
City of Bangor
(207) 992-204

Scott Morelli, Secretary
City of Gardiner
(207) 582-4200

Pat Finnigan, Treasurer
Town of Camden
(207) 236-3353

January 7, 2016

Mr Cornell Knight
Town Manager
Town of Bar Harbor
93 Cottage St Suite I
Bar Harbor, ME 04609-1400

Dear Cornell:

The 2016 Maine Legislative Session begins this week and the attacks on municipal revenue and our taxpayers will almost certainly continue. We are asking that you renew your dues support of the Maine Service Centers Coalition. The need for your participation in the Maine Service Centers Coalition's advocacy efforts has never been greater. We thank you for your membership this past year and appreciate your support and work with us on the many policy initiatives and positions we advocated on your behalf. Your efforts in outreach to local legislators, working with your local municipal groups and in many cases lobbying with us at the State House were critical to success in defeating or mitigating so many of the attacks directed at municipal revenue streams.

This second session of the 127th Legislature again begins with Maine's most onerous fiscal problems not only unsolved but, in many cases not even prudently addressed. While we were successful in 2015 helping prevent or mitigate some of the most harmful attacks on municipal revenue the cuts that were included in the biennial budget left most of Maine's taxpayers faced with property tax increases that show no sign of abating. The most serious fiscal impact to municipalities is the ongoing cut in municipal revenue sharing. That cut continues the budget gimmick limiting the Revenue Sharing provision in Maine Law from its historical 5% of Maine sales and income tax receipts to 2% for fiscal years FY 16 thru FY 19. That language shifts millions of dollars per year onto municipal property taxes and services. (A loss of \$93.8 million in FY 16, \$93.1 million in FY 2017, \$97.1 million in FY 2018 and \$101.2 million in FY 2019). **{A total of \$385.2 million}** Our primary goal in the upcoming session is the restoration of full funding for Revenue Sharing and preventing further cuts in local aid to education and to the Local Road Assistance Program.

In addition, Maine's Highway Fund faces a massive structural gap now likely exceeding \$400 million. This Governor and recent Legislatures continue to be unable or unwilling to come to grips with the rapid decline in highway fund revenue. As we reported last year, a recent comprehensive study highlighted that the highway fund budget would need an additional \$150 million per year for the next decade just to address the critical areas of deficient bridges and highways. The study also noted that 33% of Maine's major local or state maintained highways are in either poor or mediocre condition; that 30% of Maine's bridges are structurally deficient or functionally obsolete and that the annual collective maintenance costs to Maine drivers due to the deficient roads continues to grow beyond the most recent estimate of \$300 million.

(over)

Maine's Highway Fund continues to limp along on life support propped up only by Maine voter approved bond issues and GARVEE Bonds that borrow against future federal revenue. One bright spot in the 2015 Legislative Session was LD 706. That bill sponsored by Rep. Andrew McLean, House Chair of the Transportation Committee began as a concept draft that was refined by the committee and proposed a comprehensive look at the entire scope of all modes of transportation needs, current funding sources, future growth and the balance of funding resources. LD 706 passed out of the committee with unanimous support. Sadly, the bill died in the Senate due primarily to opposition led by the Senate Chair of the Transportation Committee. We will continue to advocate for a long term fix for transportation funding.

We are committed to restoring Revenue Sharing and other municipal revenue sources. We will continue to work with a group of organizations to restore full funding to municipalities. Our strategy includes holding every Maine legislator accountable for every vote that impacts municipal revenue and impairs our ability to provide long overdue property tax relief to our citizens. We are committed to working with the Maine Municipal Association, the Maine School Management Association, the Mayor's Coalition, the Maine State Employees Association and all other interested parties to protect municipal funding and restore local control and good government services.

Given the ongoing fiscal problems, the Maine Service Centers Coalition leadership and staff will continue to need your help, support and input. For this Legislative Session, we are again relying upon Richard Trahey and his firm of Maine Governmental Relations for professional lobbying staff support. I believe that this relationship with Richard has benefited the Coalition greatly in providing us access to policy makers, sound policy advice and effective advocacy services.

We are enclosing the MSCC Membership Dues invoice for 2016 and hope you will respond favorably. Membership dues are set at twelve cents per capita based on your community's population (*established by the State of Maine Revenue Sharing estimate*) with a minimum dues payment of \$500 per community. Also enclosed please find an informational form that we ask you to update and return to us. Please be sure to note to whom we should rely upon as the principal REPRESENTATIVE and ALTERNATE for your community.

Also, please feel free to contact me directly at the Augusta City Hall (207.626.2300) or by e-mail at william.bridgeo@augustamaine.gov

Once again, thank you for your municipality's past support. Together we can make 2016 a productive year for the Maine Service Centers Coalition.

Sincerely,



Bill Bridgeo, Chairperson
Maine Service Centers Coalition
Augusta, Maine

Enclosures (3)

MAINE SERVICE CENTER COALITION

**Resolution for Membership and
Appointment of Voting Delegate Representative and Alternate**

BE IT RESOLVED that the _____
(City/Town Council or Board of Selectmen)

hereby authorizes membership in the Maine Service Center Coalition for 2016 and designates:

_____,
(name) (position in municipality)

to be the appointed REPRESENTATIVE for the Maine Service Centers Coalition and is therefore authorized to vote at the Maine Service Centers Coalition business meetings.

BE IT FURTHER RESOLVED that the designated ALTERNATE is:

_____,
(name) (position in municipality)

Dated

Attested To By:

Please return this Resolution as soon as possible to:

Maine Service Centers Coalition
c/o Theresa Chavarie, Manager, Member Relations
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
E-mail: tchavarie@memun.org

MAINE SERVICE CENTERS COALITION

VOTING DELEGATES - 2016

Membership Information Sheet

MSCC REPRESENTATIVE	MSCC ALTERNATE
NAME:	NAME:
TITLE:	TITLE:
MUNICIPALITY:	MUNICIPALITY:
MAILING ADDRESS:	MAILING ADDRESS:
CITY/ST/ZIP:	CITY/ST/ZIP:
TOWN OFFICE PHONE:	TOWN OFFICE PHONE:
WORK PHONE:	WORK PHONE:
HOME PHONE:	HOME PHONE:
FAX PHONE:	FAX PHONE:
E-MAIL ADDRESS:	E-MAIL ADDRESS:

RETURN TO:

Maine Service Centers Coalition
c/o Theresa Chavarie, Manager of Member Relations
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358
E-MAIL: tchavarie@memun.org

VI C.

From: Martha Helfrich [mailto:emhell@aol.com]

Sent: Thursday, January 07, 2016 3:39 PM

To: rosborne@barharbormaine.gov; sass@gwi.net; erinearlyward@gmail.com; panchocole@gmail.com; jwicollier@gwi.net; sdemers27@roadrunner.com

Subject: Re: Planning Board Public Hearing on Signs and Design Review Tonight at 6:00 pm

Hi All,

With regret I am submitting this as my letter of resignation from the Town of Bar Harbor Design Review Board. It has been a pleasure working with all of you these past few years. I am sure our paths will cross again in the future on this or another committee.

Best,

Martha

ps-yes I am looking for a replacement but haven't had any luck yet!

Canterbury Cottage B&B

207-288-2112

www.canterburycottage.com

Follow us on Facebook



Bar Harbor Fire Department

37 Firefly Lane
Bar Harbor, Maine 04609
207-288-5554

VI D

TO: Cornell Knight, Town Manager
FROM: Matthew Bartlett, Fire Chief *MB*
DATE: January 12, 2016
SUBJECT: Assistance to Firefighters Grant

The fire department would like to apply for two Assistance to Firefighters Grants (AFG) that are being administered by the Federal Emergency Management Agency. The two grants would be to replace the ladder truck, and purchase three power lifts stretchers. Below is breakdown of the two grants and the reason why we are applying for them.

1. Ladder Truck – We have applied for a grant to purchase a new ladder truck and associated equipment. This is due to the ongoing maintenance issues with the ladder truck, and the replacement schedule still four years out. For the grant application we are requesting \$775,000.00. The AFG requires a minimum of a 5% grant match, but we plan on using the CIP budget for FY17 of \$498,689.00 for our required match. We are hoping with the increased match it will improve our chances to be awarded the grant. If we are awarded the grant it will save future CIP replacement cost of \$259,900.00.

2. Power lift stretchers – We are applying for three power lifts stretchers and seven year service plan through the AFG. The stretchers are battery operated, and mechanically raise the patient into the load position. Our current stretchers require each crew member to be on opposite ends of the stretcher, and manually lift the patient. The power lift stretchers will help reduce the potential for injury and lost work time. The grant request is for \$62,985.00, and the mandatory %5 match of \$3315.00 for a total of \$66,300.00 to purchase the stretchers. For our match of \$3315.00, I will use the CIP ambulance replacement account

Copies: Pat Gray, Town Clerk
Town Council



Town of Bar Harbor Application for Special Amusement Permit

Permit Fee
\$129

Special Amusement Permits are valid only for the license year of the applicant's existing liquor license.

Date: 01/04/2016 Application Type: New Renewal Permit Number: _____

Applicant: Donna Mitchell Applicant's Address: Town Hill
Name Mailing Address

Business Name: Bar Harbor Inn Business Address: Newport Drive
Physical Address in Bar Harbor 215 High St Ellsworth, ME 04605

Type of Business: Full Service Hotel & Spa Location to be used: Reading Room Restaurant and Terrace Grille
Restaurant, Bar, Nightclub, etc. Where on the premises will the amusement take place? Use back of page if necessary.

Has a liquor license or special amusement permit for this business ever been denied or revoked? Yes No
If yes, describe the circumstances in the space below:

Has the applicant, any partners or corporate officers of the business ever been convicted of a felony? Yes No
If yes, describe the circumstances in the space below:

The Town Council requests all applicants or their representatives attend the public hearing to answer any questions. Please be advised that the absence of your representative may delay the Council's decision.

Application is hereby made for a Special Amusement Permit for one of the following:

Without Mechanical Amplification

- Class 1 – Single musician
- Class 2 – Two musicians
- Class 3 – Three or more musicians

With Mechanical Amplification

- Class 1a – Single musician
- Class 2a – Two musicians
- Class 3a – Three or more musicians

With Mechanical Amplification and Dancing

- Class 1ad – Single musician
- Class 2ad – Two musicians
- Class 3ad – Three or more musicians

Other Entertainment or Amusement

- Class 4 – any other type of entertainment, as provided by 28A MRSA 1054.1.C

I certify that this application is true and correct, that I have received a copy of the Special Amusement Ordinance and that I will read said ordinance prior to offering any special amusement.

Donna Mitchell
Applicant's Signature

The Municipal Officers of Bar Harbor hereby approve deny this application on _____ Date

Patricia A. Gray, Town Clerk

MEMORANDUM

To: Cornell Knight, Town Manager

From: Bob Osborne, Planning Director

Subject: Planning Board Public Hearings held 1/6/2016 on Land Use Ordinance Amendments.

Date: January 12, 2016

The Planning Board held public hearings on Land Use Ordinance amendments. Prior to the meeting the required advertising and public notices were posted and mailed. There were only a few attendees at the hearing and the response was favorable. The comments were generally questions. Town Attorney, Ed Bearor attended the meeting and provided some guidance to the Board with regard to how the items might be voted on.

The Planning Board voted unanimously to recommend approval of the warrant articles concerning the Downtown Village I, Downtown Village II and Downtown Village Transitional District uses. At the hearing we discussed that the use amendments were longstanding uses in the LUO and gave evidence in the form of the 1990 and 2010 LUO's that those uses were in the ordinance.

The Planning Board voted unanimously to recommend approval of the warrant articles concerning signs and Design Review. It was noted that the Design Review Board recommended approval of these amendments at their November 12, 2016 meeting to the Planning Board.

The next step would be for the Town Council to call for staff to develop a Certificate of Ordinances for the February 2, 2016 agenda at which the Council will call for a Land Use Ordinance final public hearing on this item.

NOTE: The draft warrant articles concerning parking lot and parking garage were not considered at the Planning Board's public hearing. Parking lot and parking garage were deleted from the warrant articles as the Town Council had previously recommended.

Draft Order

Of the Bar Harbor Town Council
For the June 14, 2016 Town Meeting

It is hereby ordered that the following article be placed on the special town meeting warrant with voting thereon to be held by Australian ballot.

Draft Warrant Article a

LAND USE ORDINANCE AMENDMENT – Downtown Village I District, Downtown Village II District and Downtown Village Transitional District – Shall an Ordinance dated December 2, 2015 and entitled “An amendment to add farmers market use to the Downtown Village I District, Downtown Village II District and Downtown Village Transitional District” be enacted?

Downtown Village I District, Downtown Village II District and Downtown Village Transitional District

**An amendment to add farmers market as a use to the Downtown Village I District,
Downtown Village II District and Downtown Village Transitional District.**

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125 LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21 Downtown Village I.

December 2, 2015

C. Allowed uses:

(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail; public information, municipal and government uses; restaurants and bars; theaters; galleries; services, professional offices; vacation rentals; all bed-and-breakfasts; food-processing establishment; theaters; single- and two-family dwelling units; laundry and dry cleaning; artist studio; eleemosynary institution; place of worship; farmers market.

§ 125-21.1 Downtown Village II.

C. Allowed uses.

(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail, public information; municipal and government uses; restaurants and bars on lots with frontage on Cottage Street, Main Street, Mount Desert Street or West Street; theaters; galleries; artist studios; banks; services, vacation rentals; theaters; all bed-and-breakfasts; food-processing establishment; professional office buildings; laundry and dry cleaning; artist studio; farmers market.

§ 125-21.2 Downtown Village Transitional.

C. Allowed uses.

(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail; public information; municipal uses; galleries; services; professional office buildings; vacation rentals; bed-and-breakfast I, II and III; single- and two-family residential; family child-care; food-processing establishments; laundry and dry cleaning; artist studio; farmers market.

EXPLANATION: The farmers market use was allowed by permit from the Code Enforcement Officer in the Downtown Business Districts and it was deleted when the subsequent Downtown Village I and Downtown Village II Districts and Downtown Transitional District were enacted in 2010 in the same location. The purpose of this amendment is to add the farmers market use to those three districts as a use allowed by permit from the Code Enforcement Officer.

Draft Warrant Article b

LAND USE ORDINANCE AMENDMENT – Downtown Village II District – Shall an Ordinance dated December 2, 2015 and entitled “An amendment to add single-family dwelling use and two-family dwelling use to the Downtown Village II District” be enacted?

Downtown Village II District

An amendment to add single-family dwelling and two-family dwelling as uses to the Downtown Village II District.

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125 , LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21.1 Downtown Village II.

C. Allowed uses.

(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail, public information; municipal and government uses; restaurants and bars on lots with frontage on Cottage Street, Main Street, Mount Desert Street or West Street; theaters; galleries; artist studios; banks; services, vacation rentals; theaters; all bed-and-breakfasts; food-processing establishment; professional office buildings; laundry and dry cleaning; artist studio; single-family dwelling; two-family dwelling.

EXPLANATION: The single-family dwelling and two-family dwelling uses were allowed uses by building permit from the Code Enforcement Officer in the Downtown Business Districts and were deleted when

December 2, 2015

the subsequent Downtown Village II District was enacted in 2010 in the same location. The purpose of this amendment is to add single-family dwelling and two-family dwelling to that district as uses allowed by permit from the Code Enforcement Officer.

Draft Warrant Article c

LAND USE ORDINANCE AMENDMENT – Downtown Village I District, Downtown Village II District and Downtown Village Transitional District – Shall an Ordinance dated December 2, 2015 and entitled “An amendment to add automobile sales lot and automobile repair garage to the Downtown Village I District, Downtown Village II District and Downtown Village Transitional District” be enacted?

Downtown Village I District, Downtown Village II District and Downtown Village Transitional District

An amendment to add automobile sales lot and automobile repair garage as uses to the Downtown Village I District, Downtown Village II District and Downtown Village Transitional District.

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125, LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21 Downtown Village I.

C. Allowed uses.

December 2, 2015

(2) Uses allowed by site plan review: hotel; motel; conference centers; multifamily dwelling I and II; all types of child-care facilities, all types of schools; medical and dental clinics; banks; automobile service stations; hospitals; road construction; automobile sales lot; automobile repair garage.

§ 125-21.1 Downtown Village II.

C. Allowed uses.

(2) Uses allowed by site plan review: hotel, motel; multifamily dwelling I and II; all types of child-care facilities; all types of schools; hospitals, medical and dental clinics; automobile service stations; redemption centers; automobile sales lot; automobile repair garage.

§ 125-21.2 Downtown Village Transitional.

C. Allowed uses.

(2) Uses allowed by site plan review: multifamily dwelling I and II; all other types of child-care facilities; medical clinics; automobile sales lot; automobile repair garage.

EXPLANATION: Automobile sales lot and automobile repair garage were allowed uses by site plan approval in the Downtown Business Districts and were deleted when the subsequent Downtown Village I District, Downtown Village II District and Downtown Village Transitional District were enacted in 2010 in the same location. The purpose of this amendment is to add the automobile sales lot and automobile repair garage uses to those districts as a use allowed by Planning Board site plan review.

Draft Warrant Article d

LAND USE ORDINANCE AMENDMENT – Downtown Village I District, Downtown Village II District and Downtown Village Transitional District – Shall an Ordinance dated December 2, 2015 and entitled “An amendment to add home occupation use to the Downtown Village I District, Downtown Village II District and Downtown Village Transitional District” be enacted?

Downtown Village I District, Downtown Village II District and Downtown Village Transitional District

**An amendment to add home occupation as a use to the Downtown Village I District,
Downtown Village II District and Downtown Village Transitional District.**

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125 , LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21 Downtown Village I.

C. Allowed uses:

(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail; public information, municipal and government uses; restaurants and bars; theaters; galleries; services, professional offices; vacation rentals; all bed-and-breakfasts; food-processing establishment; theaters; single- and two-family dwelling units; laundry and dry cleaning; artist studio; eleemosynary institution; place of worship; home occupation.

§ 125-21.1 Downtown Village II.

C. Allowed uses.

December 2, 2015

(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail, public information; municipal and government uses; restaurants and bars on lots with frontage on Cottage Street, Main Street, Mount Desert Street or West Street; theaters; galleries; artist studios; banks; services, vacation rentals; theaters; all bed-and-breakfasts; food-processing establishment; professional office buildings; laundry and dry cleaning; artist studio; home occupation.

§ 125-21.2 Downtown Village Transitional.

C. Allowed uses.

(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail; public information; municipal uses; galleries; services; professional office buildings; vacation rentals; bed-and-breakfast I, II and III; single- and two-family residential; family child-care; food-processing establishments; laundry and dry cleaning; artist studio; home occupation.

EXPLANATION: The home occupation use was an allowed use by building permit in the Downtown Business Districts and it was deleted when the subsequent Downtown Village I District, Downtown Village II District and Downtown Village Transitional District were enacted in 2010 in the same location. The purpose of this amendment is to add the home occupation use to those districts as a use allowed by permit from the Code Enforcement Officer.

Draft Warrant Article e

LAND USE ORDINANCE AMENDMENT – Downtown Village I District, Downtown Village II District and Downtown Village Transitional District – Shall an Ordinance dated December 2, 2015 and entitled “An amendment to add retirement community use to the Downtown Village I District, Downtown Village II District and Downtown Village Transitional District” be enacted?

Downtown Village I District, Downtown Village II District and Downtown Village Transitional District

**An amendment to add retirement community as a use to the Downtown Village I District,
Downtown Village II District and Downtown Village Transitional District.**

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125, LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21 Downtown Village I.

C. Allowed uses.

(2) Uses allowed by site plan review: hotel; motel; conference centers; multifamily dwelling I and II; all types of child-care facilities, all types of schools; medical and dental clinics; banks; automobile service stations; hospitals; road construction; retirement community.

§ 125-21.1 Downtown Village II.

C. Allowed uses.

December 2, 2015

(2) Uses allowed by site plan review: hotel, motel; multifamily dwelling I and II; all types of child-care facilities; all types of schools; hospitals, medical and dental clinics; automobile service stations; redemption centers; retirement community.

§ 125-21.2 Downtown Village Transitional.

C. Allowed uses.

(2) Uses allowed by site plan review: multifamily dwelling I and II; all other types of child-care facilities; medical clinics; retirement community.

EXPLANATION: The retirement community use was an allowed use by site plan approval in the Downtown Business Districts and it was deleted when the subsequent Downtown Village I District, Downtown Village II District and Downtown Village Transitional District were enacted in 2010 in the same location. The purpose of this amendment is to add the retirement community use to those districts as a use allowed by Planning Board site plan review.

Given under our hands and seal at Bar Harbor this _____ day of _____ 2016.

Municipal Officers of the Town of Bar Harbor

Paul A. Paradis, Chair

Gary Friedmann, Vice-Chair

Peter St. Germain

David Bowden

Anne Greenlee

J. Clark Stivers

Burt Barker

Draft Order

Of the Bar Harbor Town Council
For the June 14, 2016 Town Meeting

It is hereby ordered that the following article be placed on the special town meeting warrant with voting thereon to be held by Australian ballot.

Draft Warrant Article aa

LAND USE ORDINANCE AMENDMENT – Definitions - General Review Standards, Light and glare and Signs and advertising – Shall an Ordinance dated December 2, 2015 and entitled “Amendments to add terms and definitions for categories of internally illuminated signs, amendments to clarify lighting requirements for signs and amendments to prohibit certain types of internally illuminated signs” be enacted?

125-109 Definitions

An amendment to add terms and definitions for categories of internally illuminated signs to the Definitions.

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125, LAND USE ORDINANCE

ARTICLE XII Construction and Definitions

§ 125-109 Definitions.

December 2, 2015

The following terms shall have the following meanings:...

SIGN, INTERNALLY ILLUMINATED - A sign with a light source incorporated into the body of the sign and where light emanates through, or from, the message of the sign; there are four types as follows:

TYPE 1; CABINET WITH TRANSLUCENT FACE: An internally illuminated sign with a cabinet style fixture with full or nearly full translucent face(s) and/or sides, through which light from an internal source passes.

TYPE 2; CABINET WITH LIGHT LIMITING FACE: An internally illuminated sign with an opaque surround cabinet style fixture with light limiting translucent face(s), flush translucent sign graphics within an opaque background field, through which light from an internal source passes. This type of sign has two acceptable categories.

- A. 20% (or less) translucent face/ 80% (or greater) opaque background field.
- B. 30% (or less) translucent face/ 70% (or greater) opaque background field.

TYPE 3; CHANNEL LETTER: An internally illuminated sign comprised of three dimensional sign graphic letters and logos, each with its own internal light source, in which the dimensional faces are internally illuminated and affixed to the sign or structure upon which the channel letter are mounted.

TYPE 4; HALO: An internally illuminated sign comprised of dimensional sign graphics, which cast a halo-like glow along the sides of the graphics, or cast light backward onto the face of the sign or structure upon which the graphics are mounted.

125-67Z Light and glare

An amendment to clarify lighting requirements for signs.

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125 LAND USE ORDINANCE

ARTICLE V Site Plan Review

§ 125-67 General Review Standards.

December 2, 2015

Z. Light and glare. All site plans shall demonstrate that the proposed development shall comply with the following requirements with respect to exterior lighting. In addition, activities located within the Design Review Overlay District that require a certificate of appropriateness pursuant to Article XIII, Design Review, are subject to additional requirements set forth in the standards of Article XIII.

(4) Additional requirements for commercial and multifamily applications:

(a) Signs and advertising.

- [1] All externally illuminated signs shall be lighted by top-mounted lights pointed downward. No sign may be illuminated with fixtures not shielded from upward transmission of light.
- [2] Signs may be illuminated internally only by nonflashing lights ~~that contain an opaque background, and this provision applies solely for properties with frontage on Route 3 and Route 102. No internally lit signs are allowed in the Downtown Village District.~~ Any lights that flash, pulse, rotate, move, or simulate motion are not permitted.
- [3] All ~~lights~~ lighting for externally illuminated signs shall be shielded to ensure that light sources are not directed toward or directly visible to drivers or from neighboring properties.
- [4] Lighting of signs is further regulated in 125-67BB Signs and advertising and categories of internally illuminated signs are defined in 125-109 Definitions.

Signs and advertising. Prohibitions

An amendment to prohibit certain types of internally illuminated signs.

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125 LAND USE ORDINANCE

ARTICLE V Site Plan Review

§ 125-67BB Signs and advertising.

BB. Signs and advertising. All site plans shall demonstrate that all signs related to the proposed development will comply with the following standards, to which all signs located within the Town of Bar Harbor are subject, regardless of the need for site plan approval. In addition, activities located within the Design Review Overlay District that require a certificate of appropriateness pursuant to Article XIII, Design Review, are subject to additional requirements set forth in the standards of Article XIII...

(3) Prohibitions...

- (h) Internally illuminated signs of Type 1; Cabinet with Translucent Face and Type 3; Channel Letter are prohibited in all districts. ~~in the downtown village districts and historic districts are prohibited.~~
- (i) Internally illuminated signs of Type 2B; Cabinet with Light Limiting Face: 30% (or less) translucent face/ 70% (or greater) opaque background field are prohibited in all districts except for lots with frontage on Route 102 or Route 3.

EXPLANATION: The Design Review Board crafted language to define certain types of internally illuminated signs. The purpose of this amendment is to add those categories of internally illuminated signs to 125-109 Definitions. Internally illuminated signs have their light source incorporated into the body of the sign, and some types of internally illuminated signs currently fail to meet the Land Use Ordinance’s requirements to direct light away from adjacent properties, streets and the night sky.

The Design Review Board crafted language to make clarifications in the light and glare regulations for signs found in 125-67Z. The added language clarifies the type of signage lighting that is being regulated and directs the reader’s attention to the fact that most of the lighting related sign regulation is found in 125-67BB Signs and advertising and numerous definitions related to signs are found in 125-109 Definitions. The language marked with strikethrough is thought to be redundant because similar language is found in 125-67BB Signs and advertising.

The Design Review Board crafted language to make changes to Signs and advertising - Prohibitions regulations found in 125-67BB. The language utilizes the proposed definitions for types of internally illuminated signs. The language is intended to direct sign makers and installers toward the types of internally illuminated signs that make no glare but are easily read both day and night. The proposed amendment would allow the preferred internally illuminated signs in the Downtown Districts where they are currently prohibited. The proposed amendment would prohibit internally illuminated signs with translucent faces that do not mitigate glare town wide. The proposed amendment would prohibit internally illuminated “channel letter signs that do not mitigate glare townwide. (The amendment would not prohibit certain internally illuminated cabinet lights that have either light limiting faces (Type 2A) or halo light signs (Type 4) which outline opaque letters on the sign with a “halo of light”).

Draft Warrant Article bb

LAND USE ORDINANCE AMENDMENT – General Review Standards, Signs and advertising. – Shall an Ordinance dated December 2, 2015 and entitled “An amendment to clarify Design Review Board sign review authority” be enacted?

125-67BB Signs and advertising

An amendment to clarify Design Review Board sign review authority.

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125 , LAND USE ORDINANCE

ARTICLE V Site Plan Review

§ 125-67BB Signs and advertising.

BB. Signs and advertising. All site plans shall demonstrate that all signs related to the proposed development will comply with the following standards, to which all signs located within the Town of Bar Harbor are subject, regardless of the need for site plan approval. In addition, activities located within the Design Review Overlay District that require a certificate of appropriateness pursuant to Article XIII, Design Review, are subject to additional requirements set forth in the standards of Article XIII...

(6) Signs subject to the review by the Design Review Board for a certificate of appropriateness. All signs listed below are required to receive a Certificate of Appropriateness from the Design Review Board prior to receiving a building permit if they are located within the identified districts or are associated with a conditionally permitted use. Signs located in all other districts shall receive a building permit from the Code Enforcement Officer prior to installing the sign.

(a) Building permits required. All signs except those otherwise exempted are required to obtain a building permit as well as the certificate of appropriateness.

[1] All signs listed below are required to receive a certificate of appropriateness from the Design Review Board prior to receiving a building permit if they are located within the following districts or are associated with a conditionally permitted use.

[a] Village Historic.

[b] Bar Harbor Gateway ~~District~~.

[c] ~~Bar Harbor Historical Corridor~~ Deleted.

[d] Downtown Village I and II Districts.

[e] Educational Institutional.

[f] Lots with road frontage on Routes 102 and 3.

[g] Marine Research.

[h] Scientific Research.

[i] Shoreland ~~Commercial~~ General Development I and II.

[j] Town Hill Business.

[k] Town Hill Residential Corridor.

EXPLANATION: The Design Review Board crafted language to correct and clarify which districts the Design Review Board's authority for sign review includes. The districts noted in this section requiring review of signs is updated in the draft amendment language. Over time the Land Use Ordinance's district names have changed and this section should be corrected with an update. The other proposed change is to clarify that the review authority extends to the entire section (6) *Signs subject to review by the Design Review Board for a certificate of appropriateness* and not just to the subsection [1] that lists the districts.

Draft Warrant Article cc

LAND USE ORDINANCE AMENDMENT – Design Review Board – Shall an Ordinance dated December 2, 2015 and entitled “An amendment to clarify the boundaries of the Design Review overlay district” be enacted?

Design Review

An amendment to clarify the boundaries of the Design Review overlay district.

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125, LAND USE ORDINANCE

ARTICLE XIII Design Review

§ 125-112 Applicability of design review.

December 2, 2015

A. Design Review Overlay Districts.

- (1) The provisions of this article shall apply only within the geographic limits of the following Design Review Overlay District, hereinafter called the "district."
- (2) Boundaries of the Design Review Overlay District. The district shall include the following neighborhood districts as shown on the Official Neighborhood Districts Map of Bar Harbor: the Downtown Village I District; Downtown Village II District; the Shoreland General Development I District; Shoreland General Development II District; the ~~Bar Harbor Village~~ Village Historic District; and the ~~Bar Harbor Historic Corridor District (excluding those corridor districts on Route 3 that are within the area of the Town shown on Tax Map 11D) and the~~ Town Hill Business District. The district is depicted on the map titled "Design Review Overlay District of the Town of Bar Harbor, Maine." The district also includes all bed-and-breakfast uses and individual properties with the following uses, regardless of their district location: TA-1, TA-3, TA-4, and TA-6. The district also includes properties listed in Appendix A and/or Appendix B of this chapter.
- (3) The District also includes the districts and area included in the Sign Ordinance, § 125-67BB.

EXPLANATION: The Design Review Board has crafted language to correct and clarify what districts the Design Review Board overlay district is located in. Over time the Land Use Ordinance's district names have changed and this section should be updated. Tax map 11D as cited in the district language is obsolete and the draft language deletes the reference. Appendix A refers to Historic Properties in the Design Review Overlay District. Appendix B refers to Locally Significant Properties in the Design Review Overlay District. This section has other references to Appendix A and B requiring the Design Review Board to review buildings listed in Appendix A and/or B. This language is intended to clarify that Appendix A and B are in fact part of the Overlay District.

Draft Warrant Article dd

LAND USE ORDINANCE AMENDMENT – Design Review / Signs and advertising – Shall an Ordinance dated December 2, 2015 and entitled “An amendment to move certain signage regulations from the Design Review section to the Signs and advertising section” be enacted?

Design Review & Signs and advertising

**An amendment to move certain signage regulations from the Design Review section
to the Signs and advertising section**

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125 , LAND USE ORDINANCE

ARTICLE XIII Design Review and Article V Site Plan Review

§ 125-112 Applicability of design review.

C. Activities not subject to design review. The following activities are not subject to design review:

(6) Renovation or new construction which is limited to the following types of improvements:

- (a) Exterior building facade paint color selected from the Design Review Board approved color chart(s). The color chart(s) can be obtained from the Planning Department and may be updated from time to time pursuant to Design Review Board approval. Colors not listed on the color chart(s) require a certificate of appropriateness from the Design Review Board.
- (b) ~~Replacement of one conforming wall mounted, hanging, or window sign, provided that the replacement sign is equal to or less than the square footage of the existing conforming sign it will replace. The sign may be altered in any code compliant manner, except that it may not be relocated or enlarged.~~ Deleted. NOTE: Moved to 125-67-BB
- (c) ~~A tenant occupying a space with a Design Review Board approved tenant signage plan may replace signage at any time, provided that the new signage will comply with the approved tenant signage plan for the building.~~ Deleted. NOTE: Moved to 125-67-BB

(d) ~~Installation of one twenty four inch by thirty six inch sandwich board sign, provided it is not located in a public way and is taken inside at the close of business each night. Deleted.~~

NOTE: Moved to 125-67-BB

(e) Installation of roof-mounted solar collection photovoltaic panels and appurtenant equipment.

(f) Retractable awnings made of fabric material. Fabric may be striped or solid in color, and must be listed on the approved color chart for awnings in order to be eligible for an exemption. Lettering or wording shall not be printed on the awning unless otherwise approved through the issuance of a certificate of appropriateness.

(g) Installation of lighting for signage, provided such lighting complies with § 125-67Z.

§ 125-67BB Signs and advertising.

BB. Signs and advertising. All site plans shall demonstrate that all signs related to the proposed development will comply with the following standards, to which all signs located within the Town of Bar Harbor are subject, regardless of the need for site plan approval. In addition, activities located within the Design Review Overlay District that require a certificate of appropriateness pursuant to Article XIII, Design Review, are subject to additional requirements set forth in the standards of Article XIII...

(6) Signs subject to the review by the Design Review Board for a certificate of appropriateness...

(o) Exemptions. The following activities are not subject to Design Review.

[1] Replacement of one conforming wall-mounted, hanging, or window sign, provided that the replacement sign is equal to or less than the square footage of the existing conforming sign it will replace. The sign may be altered in any code-compliant manner, except that it may not be relocated or enlarged.

[2] A tenant occupying a space with a Design Review Board approved tenant signage plan may replace signage at any time, provided that the new signage will comply with the approved tenant signage plan for the building.

[3] Installation of one twenty-four inch-by thirty-six inch (24" x 36") sandwich board sign, provided it is not located in a public way and is taken inside at the close of business each night.

[4] Installation of lighting for signage, provided such lighting complies with § 125-67Z.

EXPLANATION: The Design Review Board has crafted language to move certain signage activities not subject to Design Review from the Design Review section to the Signs and advertising section. The draft amendment also includes a modification to the exemption for solar panels that the exemption includes all roof-mounted panels.

Draft Warrant Article ee

LAND USE ORDINANCE AMENDMENT – Signs and advertising – Shall an Ordinance dated December 2, 2015 and entitled “An amendment clarify the allowable sign area of regulated signs” be enacted?

Signs and advertising.

An amendment to clarify the allowable sign area of regulated signs.

The Town of Bar Harbor hereby ordains that Chapter 125 of the Town Code is amended as follows:

[Please Note: Old language is ~~stricken~~. New language is underlined.]

Chapter 125 LAND USE ORDINANCE

ARTICLE V Site Plan Review

§ 125-67BB Signs and advertising.

BB. Signs and advertising. All site plans shall demonstrate that all signs related to the proposed development will comply with the following standards, to which all signs located within the Town of Bar Harbor are subject, regardless of the need for site plan approval. In addition, activities located within the Design Review Overlay District that require a certificate of appropriateness pursuant to Article XIII, Design Review, are subject to additional requirements set forth in the standards of Article XIII.

(2) Exemptions. The following signs are exempt from this chapter, shall not be counted towards sign area, and may be installed in any district without a permit, provided they comply as follows:

(d) Fuel pump signs as required by state law are allowed and shall not affect the computation of allowable number of signs or aggregate sign area size on a property.

(4) Conditional signs. Signs noted below are allowed without a Certificate of Appropriateness or a building permit and shall not be counted toward allowable square footage for signs sign area, subject to noted conditions, provided they comply as follows:

(f) One on-premises real estate sign, and one off-premises directional sign not exceeding six square feet in total sign area, may be erected advertising the sale, lease or rental of the premises upon which the on-premises real estate sign is located and shall be removed by the owner or agent when the property is sold or leased.

(h) One development or construction sign, not exceeding 20 square feet in sign area, may be erected 30 days prior to construction at the site of a construction project solely to identify the project and contractors and shall be removed within 30 days after completion of the project.

(i) Directional signs solely indicating ingress and egress placed at driveway locations, containing no advertising material or display area, not exceeding two square feet in sign area, and not extending higher than three feet above ground level are permitted.

(j) A sign indicating a business is open or closed, and/or a sign indicating hours of operation, not to exceed one each per entry and not to exceed more than one square foot in sign area each. In the case of a combination sign, it shall not exceed two square feet in total sign area.

(m) Home occupations. One sign identifying the name, address and profession or occupation of a home occupation is allowed provided that such sign is nonilluminated and does not exceed the maximum sign area requirements allowed for the street on which the home occupation has frontage:

<u>Posted Speed Limit</u> (miles per hour <u>at location of sign)</u>	<u>Maximum Sign Area</u> (square feet)
Less than 30	4
30 to 49	8
<u>50 or more</u> Greater than 49	12

(5) General requirements for all signs.

(h) Window and door signs. Permanent window sign area and door signs area shall not exceed 30% of the window or door area.

- (i) Freestanding signs shall not extend more than 20 feet above ground level at their base, as defined by the natural contour of the ground. A freestanding sign shall adhere to the following maximum sign area size requirements:

Posted Speed Limit (miles per hour at location of sign)	Maximum Sign <u>Area</u> Size (square feet)
Less than 30 <u>25 or under</u>	24
<u>30 to 49</u> Over 25 and under 50	32
50 or more	50

EXPLANATION: The Planning Board has crafted language to utilize the defined term “sign area” consistently throughout the Land Use Ordinance. The draft amendment also modifies three charts to use consistent terminology throughout.

Given under our hands and seal at Bar Harbor this _____ day of _____ 2016.

Municipal Officers of the Town of Bar Harbor

Paul A. Paradis, Chair

Gary Friedmann, Vice-Chair

Peter St. Germain

David Bowden

Anne Greenlee

J. Clark Stivers

Burt Barker



**MOUNT DESERT POLICE DEPARTMENT
BAR HARBOR POLICE DEPARTMENT**

James K. Willis, Chief of Police

jwillis@mdpolic.org



BHPD

Lt. David Kerns

37 Firefly Lane

Bar Harbor, Maine 04609

Tel: 207-288-3391

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MDPD

Lt. Kevin Edgecomb

21 Sea Street, PO Box 248

NE Harbor, ME 04662

Tel: 207-276-5111

kedgecomb@mdpolic.org

Date: January 11, 2016

To: Town Manager Cornell Knight

From: Chief James Willis

Subject: Records Management System and Mobile Data Connectivity

A goal in the current Police Chief Sharing Agreement is to acclimate the records management systems (RMS) of Bar Harbor PD and Mount Desert PD. I am recommending the purchase of the Spillman Data system for \$46,590. This purchase can be completed by utilizing existing capital funds and reallocating about \$8,000.00 of annual CIP funding to this purchase for the next two years.

Bar Harbor PD uses Crimestar and has since 2005. Mount Desert PD uses Spillman and has since 2013. Bar Harbor is a host agency for Crimestar and its database is not shared interactively with outside agencies. Mount Desert PD is a partner on a shared Spillman server system hosted by the Hancock County Sheriff's Department. The Hancock County Spillman system serves as the primary RMS for the Hancock County Sheriff's Department, Ellsworth Police Department and Mount Desert Police Department.

Information sharing and multi-agency interoperability are critical components within Public Safety. For the last decade, area Law Enforcement Administrators have worked to develop enhanced electronic information sharing systems. Every law enforcement agency employing full time Police Officers in Hancock County has read only access to the Spillman system and routinely queries the system. In 2012 regional grant funds administered by the Hancock County EMA were used to purchase Crimestar licenses for the full time Law Enforcement agencies in Hancock County to facilitate multi-jurisdictional information sharing. An informal survey completed late 2015 concluded that none of the agencies ever used those licenses as the process too cumbersome. We redeployed those licenses locally last year to facilitate the interactivity between Bar Harbor PD and Mount Desert PD.

Transitioning Bar Harbor PD to the Spillman RMS on the Hancock County Server will facilitate enhanced information sharing and interoperability with the other agencies on the system. While Bar Harbor could host its own Spillman server and connect to other Spillman agencies through a data broker program, this option would cost more than double what the Hancock County shared option will be. Participation on the shared server will allow us to utilize and contribute to the same names, vehicle, reports and dispatch databases as the other agencies on the system.

During 2015, approximately \$182,000.00 of regional grant funding administered by the Hancock County EMA was used for a major upgrade to the Hancock County Spillman program. The upgrade, which is designed to enhance the systems functionality, will be implemented during early 2016. As part of that upgrade purchase, pricing protections were negotiated for Bucksport PD, Bar Harbor PD and Southwest Harbor PD to join the Hancock County Spillman RMS. As a result, Bar Harbor can purchase Spillman as a shared user of the Hancock County system for \$46,590 and Spillman will allow for payments over three fiscal years without interest. Second year maintenance would be \$5,738.00.

Current Crimestar maintenance costs are approximately \$8,100.00 annually and are paid from the police, fire and dispatch budgets. With a transition to Spillman, we would still run Crimestar with limited licensing so that the last 10 years of data is accessible. We estimate that after the transition, Crimestar will cost about \$600 annually.

As part of this transition, we are also proposing discontinuing use of the radio data network that currently serves our cruisers, fire department and ambulances with wireless data service in the field and replacing it with commercial data modems obtained from a cellular provider. The system currently being used was purchased with grant funding during a time when cellular service was very poor in our area, that scenario is now greatly improved. The radio data network has limitations because it is primarily only available to our units within the borders of Bar Harbor. When we travel outside of town, connectivity is lost.

Modern RMS require near constant connectivity to be fully functional. When our cruisers are travelling to Mount Desert or other communities, we lose our ability to communicate with the RMS because there is no connection available. Changing to commercial modems will allow us to stay continuously connected wherever we are, providing there is cellular service available. Other Law Enforcement agencies in Hancock County including Ellsworth PD, Mount Desert PD and the HCSO have computers in patrol vehicles all utilizing commercial modems, and report good functionality.

By transitioning from the radio data network owned by the Town to commercial modems, we will eliminate capital costs associated with the network. The CIP allocation has been between \$5,000.00 and \$6,000.00 annually toward this replacement. Currently there is about \$30,590.00 in the capital plan to replace this system, planned for 2021. Commercial data modems will be funded within departmental operating budgets and are estimated to cost \$45.00 monthly per vehicle.

Lt. Kerns and I met with TSA Steve Cornell and discussed the concepts outlined in this memo. Steve pointed out that by transitioning our RMS we are losing the ability to exclusively control our data, to have Steve's 24/7 support for our RMS, and we are becoming dependent on an internet connection. Our cruisers will be on the public internet which incurs risks that will require him to purchase and install more protective programs. The transition, setup process and ongoing support will require a considerable amount of Steve's time and effort.

If this transition is approved by the Town Council, I recommend utilizing the \$30,590.00 currently in the CIP previously designated for replacing the Radio Data Network as the first payment on the Spillman purchase, the remainder to be paid in two equal payments of \$8,000.00 each, one each in FY17 and FY18. Funding for the upcoming two payments is included in our current CIP budget request.

On January 11, 2016 I spoke with the Chief Brown of Southwest Harbor PD and learned that their agency is committed to transitioning to Spillman during this upgrade process. This creates an advantage for us to transition now as Spillman will offer each agency a 7% discount for purchasing simultaneously. The figures in this memo do not reflect that discount, we are obtaining updated quotes to reflect it.

In summary, by discontinuing the Radio Data Network and changing to commercial data modems, and transitioning from Crimestar to Spillman, we will realize enhanced mobile connectivity improved regional interagency information sharing and expanded potential for interoperability with other agencies. Those enhancements come with the tradeoff of a step backwards in terms of robust in house IT support for our RMS. As proposed, these transitions rely on existing funds and do not increase spending when compared to current practices.

Memo

To: Cornell Knight
From: Stephen Cornell, Technical Systems Admin
Date: 1.12.2016
Re: CTF recommendation to Council

Attached is the recommendation and supporting documents to accompany the motion made by the Communications Technology Task Force (CTTF) in regards to the Fiber to the Premise network project on December 21, 2015.

The CTF began working on this project due to the Council goal of increasing Broadband Internet access. The Tilson study and documents outlining 'Risk', 'Why', and 'Cost' are the result of the project, and included input from multiple public workshops. The FTTP brochure contains an overview of what Fiber is.

There is a joint workshop with Council and CTF Feb 2, 2016 and we hope to discuss the recommendation at that time after a chance to review the documents.

Communications Technology Task Force Recommendation to Council

Following extensive discussions, meetings, and public workshops, the Communications Technology Task Force (CTTF) made the following motion at its December 21, 2015 meeting "Recommend to Council that we build the entire FTTP – (Fiber To The Premise) network at once as this is most beneficial to the residents of Bar Harbor".

High speed Internet access has become essential to people and business as more things move to online only access and becomes an integral part of our day. CTTF feels that Internet access is becoming as important to people's lives as other services such as electricity, water, and sewer.

CTTF also feels that Internet access should follow a utility model and be provided similar to water & sewer service in Bar Harbor. A Pew study <http://www.pewinternet.org/2015/12/21/home-broadband-2015/> in 2015 indicated that 69% of all Americans surveyed indicate that not having a high speed Internet connection would be a *major disadvantage* to finding a job, getting health information or accessing other key information – up from 56% who said this in 2010.

Why should the town do it? If not, who? In the mid-1930s, when nine out of ten rural homes lacked electric service, the unavailability of electricity in rural areas kept their economies entirely and exclusively dependent on agriculture. Factories and businesses, of course, preferred to locate in cities where electric power was easily acquired. For many years, power companies ignored the rural areas of the nation due to a low rate of investment return. President Franklin D. Roosevelt's Executive Order in 1935 established the Rural Electrification Administration (REA). Within four years following the close of the World War II, the number of rural electric systems in operation doubled, the number of consumers connected more than tripled and the miles of energized line grew more than five-fold. By 1953, more than 90 percent of U.S. farms had electricity. With the lack of density for customers in Bar Harbor, incumbent providers such as Time Warner Cable & Fairpoint will not invest in the infrastructure required to deliver more broadband access in the near future. A more detailed outline of what happens and why we should do this is at <https://medium.com/backchannel/big-cable-owns-internet-access-here-s-how-to-change-that-131fe62cd98f#.lgefjwse8>

CTTF does not make this recommendation without considerable thought, and is aware this project could cost millions to implement. We believe that an increase in the value of homes and businesses with a high speed fiber connection will help offset any increase in out of pocket tax cost.

Studies show the average value of a home goes up an average of \$5000 with a fiber connection to the premise, as shown by researchers at the Fiber-to-the-Home Council. <http://www.itstelecom.net/images/FTTH%20Broch%20FINAL.pdf> (included). Other studies show that home values increase +3%. And fiber-optic Internet doesn't only improve homes, it's great for communities as well. Fiber-ready areas are more attractive to businesses, especially tech companies that rely on the fastest Internet speeds. More businesses, including home based ones, mean more jobs – and a better economy. And fiber Internet access can also improve public services, including healthcare, safety and education.

While taxes to build anything will increase, the CTTF also believes that Internet costs users pay will likely go down while access speed increases, resulting in a net win to all residents. We also recognize that historically low costs for borrowing will make any construction project now a little easier to save money on the entire network.

Bottom line, the CTTF feels providing fiber to each household and business is an economic development driven project for all residents in the community, and we have the encouragement and broad support of many local organizations and residents.

Notes for CTF Workshop – How do we pay for this. 11/2/2015

Bar Harbor Municipal Fiber Project – How do we pay for it?

Much discussion has proven that this is a highly visible and costly request, which has many layers to dissect. We have already discussed the need and the risks attributed to this project and more importantly we need funding and realistic budgeting. Below is the summary of our workshop on the 2nd of November, which subject of funding was the topic.

Phase 1 / Tax Payer Based

It was discussed on how the parking garage is a hard project to sell, although Fiber has many more benefits than the garage. Approaching council and the community with framing it in a specific and understandable format is important. We want town members to understand the project and see all of the positives.

It was additionally mentioned that ½ of the cost in this project is in the last phase. The last phase is what moves the it direction from from self supporting to fees and cost that are not supported or will be able to cover the cost. A point was made that we should mention that this project will be for all members of the town, not just for some. This will not be like the water system or water department; this will be Bar Harbor wide.

Grant disqualification

Bar Harbor is not qualified for Grants, although ConnectME may be able to find other avenues for funding if needed. It was discussed that the HUB maybe able to research economic grants, or ERATE funding could be available.

Link that may be helpful-

<https://www.fcc.gov/guides/universal-service-program-schools-and-libraries>

<http://muninetworks.org/tags-292>

Cost of each building was discussed, phase 1 – Total of 23 buildings @ \$356,000 annually for year. Justin discussed that the mil rate would go up approx.. .12, per \$1000.00.

Other Options for cost savings

It was discussed that Fairpoint could be an option that will work with the town and the members of the town to have a less expensive option while being the anchor tenant. The town would still own the network but Fairpoint would administer.

Notes for CTF Workshop – How do we pay for this. 11/2/2015

It was stated that Karen Romano, VP of Fairpoint may be interested in discussion on building into this project. It would most likely be setup with a no fail agreement, the Fairpoint Existing Rightaway will work in our favor for permitting.

It was mentioned that RedZone would assist in funding if they could purchase or lease strands of fiber.

Cost of each building would cost the town approx.. QTY of 10 building (Phase 1)

23 Buildings @ \$356,000 annually for year.

\$15,500 per building per year.

How would we pay for that? Justin – 2.572million Muni Phase 1 and 2, .12cents per \$1,000 on mil rate. \$306,000 median home. \$38.00/year for a \$306,000 home.

.12cents for \$185,000

For whole and including municipal phase, \$13,000,000 with electronics. \$962,000 per year / Annual Bond Cost

.624cents per \$1000.00 in evaluation, \$199.36

Bar Harbor Municipal Fiber project – Risks.

It's certain that Bar Harbor will eventually have a Fiber To the Premises (FTTP) network. And it's certain that Bar Harbor residents will pay for it. Bar Harbor residents will pay for it in the form of fees to a commercial carrier for the costs plus their profit margin, or in the form of fees and/or taxes if we build it ourselves. The only question is when we get it, who owns it and who can access it.

Risks of pursuing a FTTP project in Bar Harbor.

- 1) Project costs and recovery do not match expectations. Even though estimates are very conservative, it is possible project costs will be higher than expected and sign-ups are lower than estimated. Bar Harbor taxpayers will be responsible for covering the capital costs and some fixed operating costs above what can be recovered from users if there aren't sufficient customers to cover these costs.

While costs could be at or greater than estimates, it seems very unlikely that sign ups will be below the current estimate of 30% of all properties. Access to Broadband is becoming an essential service to participate in 21st century American culture and the economy. It's more likely that 90-100% of households will require Internet access in the coming years. Furthermore, this project will introduce a service that's currently not available from existing providers so it's likely that many customers will move to the new service as the value (speed, cost and reliability) will be so much better. We estimate this investment will have at least a 20 year life without significant reinvestment and likely be longer.

- 2) Incumbent providers (Time Warner and/or Fairpoint) will lower prices or offer services designed to undercut the municipal FTTP service.

Incumbent providers would need to complete significant infrastructure upgrades to be able to offer services that would be compelling enough to compete with this project. If they had invested in these upgrades already, we would not be pursuing this project. If we pursue this project, it's unlikely that the incumbents will upgrade as well. There is a silver lining to this though. If by building our own network, incumbent providers take steps to improve their own service offering to remain competitive, that would ultimately benefit Bar Harbor residents as well.

- 3) in the next 10-20 years a new technology will emerge that is superior to a FTTP network.

While it's usually hard to predict the growth of technology 10 or 20 years into the future, there are a couple of factors that recommend a FTTP build as having a 20 or more year use of this infrastructure.

- a) Copper technology is at or near it's carrying capacity.

Currently it's difficult to transmit signals reliably greater than 10Gb for distances greater than 100m and only with modern copper wiring. In order to reach current copper wire speeds, existing copper would have to be replaced and that would be more costly than a fiber build as copper itself is far far more expensive than the glass used in fiber optic cables. Even still, modern copper cabling's carrying capacity horizon (how much more bandwidth we can get out of copper as opposed to fiber) is much much closer than fiber. While we are at or very close to the limits of copper as a data transport medium, we know that fiber's capacity is many magnitudes greater than what we would use for this project and that's with the technology that already exists.

b) As with Copper, wireless data transmission has limitations that we are fast approaching and which seem difficult if not impossible to exceed. Furthermore, wireless is a shared medium technology where performance goes down as more simultaneous users at the same location compete for the existing signal and must negotiate the shared use. Fiber networks can easily isolate traffic so that communications between one user wouldn't compete for bandwidth with other users.

4) Cable franchise agreement extends free use of fiber to the town and schools.

This is a risk to embarking on the project. If Time Warner were to include free use of fiber in the next franchise agreement, it would be difficult to justify financially spending considerable money on a service we could get for free. Time Warner would have to agree to that before we started the project. Once the project begins and moneys are committed, it would difficult to change course.

Risks of NOT pursuing a FTTP project in Bar Harbor.

1) If we did NOT build this network ourselves, we would again be beholden to someone else's business plan to provide this service to us.

Much like we were for Cable TV, cellular phone service and current broadband service, we lagged the rest of the country waiting for commercial deployment of these technologies by the incumbent providers. And who knows how long we'd wait for a commercial entity to be able to make the business case to invest in Bar Harbor. As is the case today, a commercial entity needs a certain population density to justify installing service. Parts of Bar Harbor still don't have access to broadband or cellular service or even Cable TV because they live on sparsely populated roads and developments where the service is unavailable and the incumbent providers are unwilling to make the investment to serve them. It's likely that any private investment in an FTTP network would follow the same logic and deploy only where population density was sufficient to justify the investment.

2) New Franchise agreement excludes free use of fiber to town buildings and schools (likely).

Current indications of the Cable Franchise agreement renewal suggest that Time Warner is unwilling to give free use of fiber optic cable to connect the towns buildings and schools together into a single network. These institutions, like most, depend greatly on high speed internet for their activities: centralized town computer systems and phone systems, learning techniques that leverage high speed internet service, etc. The town would have to spend money to replace these circuits. While it's possible to replace these circuits with services from incumbent providers, costs will be high and service will be reduced compared to what would be available with a FTTP build.

3) We would become a less attractive place for people live and work.

Already we know that people who move to Bar Harbor are dismayed to find that broadband performance and costs are inferior to what they've known before they moved to Maine. And even more tragically, folks have purchased houses here only to find that broadband service was poor or simply unavailable at their new home. This proves to be an impediment to the growing community of remote teleworkers who might otherwise love to live in our community, buy houses and raise their families. Other towns in Maine get this and are rapidly pursuing FTTP projects of their own. While tourism has been and will continue to be a substantial component of the Bar Harbor economy, we would do well to avail ourselves of other opportunities to grow our economy. We need to diversify. The underserved will remain so. People who come here as tourists may want to move here, buy a home and contribute to the local economy.

4) Competition.

Experts point to the federal government's dismantling of Ma Bell in the 1980's as the major event that greatly reduced telephone costs and improved service. Before the break up, you bought your service AND phones from one company that had a monopoly on this service throughout the nation. After the breakup, long distance prices dropped rapidly, we could purchase phones from any number of manufacturers, and we saw great innovation, better services and lower prices, all because of competition.

Similarly, after the Telecommunications act of 1995 which required incumbent carriers to open up their physical network to competition, we saw the growth of more competition as well as the rise of broadband service. But this was a short lived revolution as it depended on opening up access to copper infrastructure that had been built before then. Existing providers who have invested in wiring on telephone poles in our town count on a monopoly on the market to justify their investment. In fact, the original cable franchise agreement stipulated that the cable provider would have a monopoly on cable tv service as part of the agreement. A frequently heard complaint is the incumbent provider's customer service is terrible. But people have no – or few – choices of service providers.

A major goal of this project is to build the physical infrastructure and make it an open access network such that anyone could lease fiber strands from Bar Harbor

and sell services to our residents. This brings competition back to the market and reduces the barrier of entry to competition. We hope that providers will again have to provide a good service at a fair price and not depend on their monopoly to keep customers. If they don't serve their customers, competition will move in and the free market will work as it should.

Why is Bar Harbor looking at faster Internet access?

This project started out due to a current Town Council goal of seeking increased broadband access and the Town owning a network for internal communications.

Most importantly, the Town needs to address the issue of not controlling the current fiber network it uses for communications (both data and phone services, including SCADA) for Municipal use. Time Warner wishes to charge for the use of the current network which it has previously provided without charge to the Town for its exclusive use as part of the negotiated franchise agreement which expired in March, 2014.

As we look at building a network for Town use, we are also evaluating leveraging it as a start for a further build to benefit all its residents and businesses to utilize for faster Internet access. We are specifically looking at a Fiber to the Home (FTTH) network scenario to try to meet future requirements and needs. DSL and Cable run on 100 yr old and 50 yr old (respectively) infrastructure that have almost reached their limits, and are increasingly harder to get increased speeds from, and fiber to the home or business will allow future growth based on current demand.

Economic Development

The Town of Bar Harbor needs to be proactive. To get additional Internet access bandwidth NOW, we need to control our destiny. To do so, the town should own the network and lease unused 'dark fiber to interested Internet Service Providers (ISP's). If we wait for an incumbent provider to build out and expand, as they see fit to do or not, Bar Harbor will not see an increase in speed anytime soon and may never get it. As we experienced with Cable TV and cellular services, the Town will be last in line.

To maintain a sustainable, viable economy for residents, Bar Harbor needs to attract future businesses, professionals, keep existing businesses, and make it a destination to live and work. This will allow or create an incentive for future generations to stay, live, and make a living here as well as keep young people here or allow them to return after school.

Greater access to faster Internet will allow people and business's to be producers and not just consumers. This means selling items or running an Internet based business that requires equal amounts of bandwidth upstream as well as downstream. Video conferencing or tele-medicine require large amounts of upload speed, but it enables business to cut down on travel or allows them to choose where they want to be located. The current offerings in our area don't allow for that option (at least at a reasonable or affordable cost) and force us to be only a consumer; IE, viewing movies or other activities that don't require large upload capacity. More symmetrical (same up as down) bandwidth will allow for hosted services for people and business, such as VOIP phone systems or data back ups

Faster Internet will help encourage and sustain tourism, with the increased demand for internet access, while visiting. Social apps/programs/communications are increasing the demand on networks. People travel with more devices now and broadband access demand will only increase. The demand from visitors is huge and continues to grow.. Common access to a faster internet would be a significant

benefit to the Chamber of Commerce's marketing efforts to bring not only visitors, but new business to Bar Harbor.

Maine is already 49th in Internet access speed and coverage, ahead of only Montana. Keeping Bar Harbor competitive, and not an also-ran, especially in a state with limited access already, will require forward thinking. Our aim is to keep Bar Harbor from falling further behind by being proactive with a FTTH network.

One interesting effect of any Municipal build out is that it often gets the incumbent providers to respond with more competitive rates and increase speed.

<http://consumerist.com/2015/04/10/time-warner-cable-promises-free-internet-speed-boost-to-charlotte-customers-before-google-moves-in/>

The incumbent providers have demonstrated little response to Bar Harbor consumer demands thus far, as they have a primary fiduciary responsibility to their corporate shareholders and little financial incentive to expand in underserved areas.

Changing Technologies

You used to get your tv signal over the air from an antenna. And now you most likely get it via a satellite or a cable provider. Almost no one gets over the air tv signals in Bar Harbor any longer, for various reasons such as topography and distance. That technology shifted to cable and satellite and brought new opportunities to view programs in your home.

Now, Internet streaming of video (such as Netflix, SlingTV or Amazon Prime) will only increase bandwidth requirements as HD and 4K video streams grow in popularity. People are also streaming multiple devices at the same time, using more concurrent bandwidth.

The bandwidth requirements for the next shift in technology will be huge. And streaming tv via an Internet connection will allow us to choose what we get it and when, not what the incumbent providers want to offer us. Competition breeds choice as well as price parity.

The 'Internet of Things' is coming and anything to prepare our town for it is positive. (The **Internet of Things** is the network of physical objects or "things" embedded with electronics, software, sensors, and connectivity to enable objects to collect and exchange data.)

https://en.wikipedia.org/wiki/Internet_of_Things

Several key factors make a Town such as Bar Harbor successful; strength of its local government, the financial maturity and health of its citizens, its cultural institutions, its recreational opportunities, its human capital and its infrastructure---one new aspect in this millennium is its broadband infrastructure, which helps tie all these strengths together. This gives Bar Harbor the ability to attract capital, business, talent and tourists.

Fiber-to-the-Home

The ultimate communication technology

What Is This Technology Called "Fiber" And How Can It Enhance My Life?

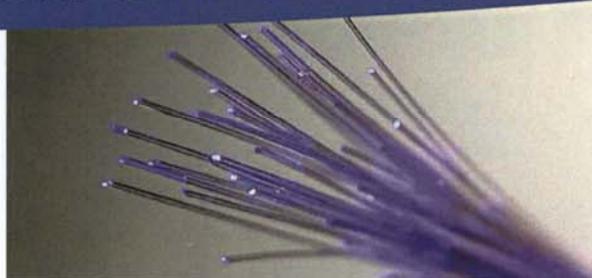
What is ITS Fiber?

ITS Telecom will soon begin the process of replacing its copper network with a state-of-the-art **fiber optic network** that will carry communication services using light waves instead of electricity. Our new network with its amazing capabilities is called **ITS Fiber**. In the communications industry, such networks are known as **Fiber-to-the-Home or FTTH**. FTTH is the most advanced communication system available in the world today, and will be the technology relied upon worldwide to deliver communications in the future.

Although our current copper network has allowed us to offer superior quality communication services, copper networks (like ours or those offered by cable companies) will soon be unable to provide the bandwidth necessary to offer new, exciting technologies like 100 mbps internet service, HD streaming video, advanced voice services, and many others.

While many communications providers brag about utilizing "fiber" in their networks, unless they provide it **all the way to the home**, they cannot measure up. That is why ITS Telecom is going **all the way to your home** with ITS Fiber, and why we will be able to offer the **fastest, most reliable, most capable, highest quality** communication products available in Indiantown or just about anywhere.

During 2010, ITS plans to construct ITS Fiber in Booker Park, Cobblestone, the Indiantown residential and business districts, Indianwood, Little Ranch, and Stuart West. The remaining areas are scheduled for 2011.



What are the benefits of Fiber-to-the-Home?

Replaces copper infrastructure with new technology

- Higher stability and less interruptions
- Less susceptible to corrosion or power surges from lightning and other sources, resulting in greater reliability
- Allows for future evolution of technology

Provides virtually unlimited bandwidth capacity

- Fiber supports large amounts of data and can keep up with consumer and technology demands
- Access to more advanced communication products and data like streaming video, internet TV, quality video conferencing, "smart home" technology, IP video home monitoring, gaming, Tele-med services and many more

Adds value to your home and the community

- Indiantown will become a technology leader on a national basis
- Increase of home value by as much as \$5,000 according to the Fiber-to-the-Home Council and other sources*
- Potential for increased economic development due to the advanced technology available in the area
- Rural customers can compete on a global scale in their work or business

*RVA, LLC home owner and developer survey and research commissioned by the FTTH Council, 2009.

Why Fiber is better than Cable...

Cable can't compare!

Don't mistake the claims of some companies who say they have an "enhanced fiber optic network". What they have is a *hybrid connection* mixing a single fiber line with the aging technology of coaxial cable. What's the difference? Fiber-to-the-Home is a **100% fiber optic connection made directly to your home or business** with the ability to carry large quantities of data an enormous distance—much faster.

Fiber technology delivers clear advantages over standard coaxial cable:

- Fiber is unquestionably the fastest, most versatile high-speed internet connection
- Virtually unlimited bandwidth—the sky's the limit
- Get the speed you pay for all the time!
No internet slowdowns during peak hours
- Crystal clear voice communication with less interference and reliable 911 service
- Better video experience—see higher quality streaming video on your computer
- No modem required*
- ITS superior customer service—most service calls handled the same day and we supply 24/7 tech support by phone

*Refers to wired connection. Wireless service or multiple devices connected to the internet require a router.

**Have more questions about ITS FTTH?
Call the Fiber-to-the-Home Hotline 597-FIBER!**



General Fiber FAQ's

What is fiber optic cable?

Fiber optic cable is a bundle of fiber optic threads made of pure glass each about the diameter of a human hair. Fiber optic cable uses light instead of electricity to carry a digital data signal. Therefore it is able to transmit information at virtually unlimited speed and capacity (higher bandwidth).

Why is fiber preferred to copper or coaxial cable?

Optical fiber is unique because it can carry a high-bandwidth signal enormous distances. The longer the distance the signal travels on copper or coaxial cable, the lower the bandwidth. Fiber networks can also be upgraded by changing the electronics or using different lasers that increase the bandwidth without changing the fiber itself. That's why fiber networks are said to be "future proof."

How much will installing fiber to my home cost?

Standard costs for a fiber-to-the-home installation are typically \$400 or more. However, during the construction phase of the ITS Fiber project, we are waiving costs for **standard installation** and activation to our **current customers and to new customers who pre-register for ITS Fiber services before construction is completed in their community.**

What other equipment may I need if I have internet or if I plan to order it?

Your computer needs to be equipped with a Network Interface Card (NIC) that has an ethernet port in order to connect to ITS Fiber. Most computers purchased in the last five years will have this installed. A NIC card can be purchased from ITS or other retail stores for about \$30. We also recommend a router to serve as protection or to connect multiple computers to the internet.

Will fiber increase my telephone rate?

No. ITS Fiber will not increase telephone rates unless a customer **chooses** an upgraded service. Over the long term, the lower maintenance costs and increased capacity afforded by fiber should provide ITS customers with rate stability. Customers who take advantage of our introductory offers on new ITS Fiber Bundles or products, may discover an opportunity to reduce their monthly communication costs. We will also be able to offer more service options for very little, if no additional cost.

Will fiber change the way my present communication services work?

No. However, ITS customers will likely notice an improvement in the quality, reliability, and stability of their present services. If you're a high-speed internet customer, you will not need a modem or router unless you choose to have a wireless connection or have multiple computers connected to the internet.

Will getting fiber to my home disturb my yard/property?

Though we will be required to dig a trench across your yard to provide you with an ITS Fiber connection, our goal is to treat your property as if it were our own. We will select contractors who have that same respect and who will be responsible to promptly restore your property to a condition as close to original as possible.

What if I don't currently subscribe to any ITS Telecom services?

Special Introductory pricing on bundled and individual services will be available to new customers. New customers will also be eligible to get a **FREE ITS Fiber installation and activation** (a \$400 savings) if they purchase **at least one ITS service** prior to the completion of ITS Fiber construction in their neighborhood.

Does every home in my neighborhood need the fiber upgrade?

Yes, this is a necessary and required upgrade. Even if you only have basic phone service and do not have a computer, your home still needs to be converted to our fiber optic network.

ITS Telecommunication's
Fiber-to-the-Home network has
been certified by the FTTH Council.



ITS Telecom
Always here. Always clear.

For questions about FTTH or any ITS services call
772-597-2111 or 772-597-FIBER (3423)
E-mail: csr@itstelecom.net • www.itstelecom.net



ITS Fiber
Ride the superhighway of the future.



January 13, 2016

MEMO

To: Town Council & Warrant Committee

From: Cornell Knight, Town Manager

Re: 2017 Municipal Budget

As per the Town Charter, Article VI Sec C-31-D, I present the municipal budget proposal for Fiscal Year 2017. With increased expenditures in Town at 3.3% (Operations and Capital), Hancock County at 3.1%, all Schools at 4.5% increase and offset by small increase in revenues and valuation, the tax rate is estimated to rise 4% from \$10.59 to \$11.01. As proposed, the annual tax increase on a median valued home would be \$126. (The county and high school assessments are my estimates but the local school and AOS budgets have been voted on by the school board).

No new employees are added to the budget and there are no bond/debt requests.

I am utilizing the same format as last year; some budget info is included underneath the budget line and additional info is in the Charts Tab under budget detail. The same format as in previous years is used for Capital Improvements and the Cruise Ship Fund.

There is a Tax Calculation Page (it follows this memo) of all department expenses, revenues, school and county costs, valuation, tax rate and LD 1 limits. So any changes to expenses or revenues can quickly show the impact on the tax rate. There is also a Budget Summary that calculates the gross municipal appropriations number for the warrant article at Town Meeting. The proposed budget is below the LD 1 limit.

Many of the items funded are part of the Town Council Goals. You will find the list of approved Goals in the Charts Tab section of the book.

Some highlights in the budget:

Revenues

Revenue estimates show a 1.1% increase. There will be less use of unassigned fund balance (generally referred to as Surplus) from \$110,000 last year to \$105,000. I've included the Fund Balance History in the Charts Tab section for you to see the use over the years and its declining balance in the last 4 years. Rating agencies were concerned on the use of fund balance during our last bond issue review.

Excise tax and Ambulance billings reflect a slight increase with no change to Revenue Sharing (\$122,000 versus the \$309,000 the town should receive by statute). Building permit fees are slightly lower but Harbor fees are slightly higher.

The fee schedule for all departments is included in the Revenue section. Other than an increase in Ambulance fees, no other changes in fees were made.

Expenditures

Overall spending for operations is up \$191,797 or 2.4%. There is a COLA of 1% for hourly/union staff plus 1% to help offset the increased share of health insurance. The employee/employer split of health premiums goes to 20/80 this year. Department Head staff will receive the 1% for health premium increases only.

A water rate increase caused hydrant rental costs to increase \$61,892, the biggest change in the operations budget.

Fuel expenses reflect \$2.80 per gallon for diesel and unleaded gas at \$2.50.

Elections-1020- Although the percent increase (43.4%) is significant the dollar amount (\$5,513) is not too much to cover the cost of the Presidential election.

Tech-1022 Much less spending for equipment purchases this year but still scheduled to replace 10 laptops and PC's.

Employment Benefits 1028- The opt-out program shows a significant increase but reflects actual spending (see the 2015 spent column). Starting July 1, employees will pay 20% of the health premium and the town will pay 80%. The premium increase is estimated at 8% on Jan. 1, as the current year was a 7.5% increase, and 2 additional employees are receiving health coverage. The town's MePERS contribution rate rose 6.7%.

Ambulance- 1040- Increases in over-time and part-time for seasonal coverage and to increase the number of transfer runs, which is reflected in the higher revenues as an offset. There is a stipend increase by contract for paramedics and EMTs.

Police- 1045- The Chief sharing agreement with the Town of Mt. Desert was recently renewed for another year. This agreement covers both the Chief and the Administrative Assistant positions. Many changes are being implemented to share resources between the two departments such as patrol zones, radio frequencies, records management, personnel software, operations policies and supervisory shifts. (Council Goal D-1).

Cruise Ship Fund

The Cruise Ship Fund reflects a 9.8% increase in revenues to \$679,327. A result of increased passenger counts and the increase in fees to \$4.30 per passenger. This fund transfers \$269,222 to offset town operation costs and \$215,821 to offset capital improvement costs. Environmental monitoring costs were reduced to \$4,000 to reflect a less intensive program. Ferry Terminal improvements were reduced in half to \$28,500 and sidewalk improvements were back up to the previous level of \$90,000. The Maine Port Authority should have the Ferry Terminal under a lease arrangement very soon. (Council Goal E-2)

Capital Improvements

CIP funding is up 7.4%.

Assessing- Commercial Property Revaluation appropriation of \$8,333. (Council Goal A-3).

Technology- The Town Council voted last month to include the \$100,000 cost of a Broadband Engineering study in the Capital Improvement Budget. There will be a presentation about the Broadband study by a Tilson representative at the January 19th Council meeting and a workshop with the CTF on February 2nd. (Council Goal E-8).

Ambulance- There is a \$55,000 appropriation this year to purchase (\$171,000) a new ambulance; the 2002 ambulance will be sold and is included in the revenue section. Also included are funds to replace the 12 year old Defibrillators because they can no longer be serviced. The department is using one loaner machine until replacements are made.

Police- The Spillman Records Management System (Council Goal D-1) will be funded from reserves and \$8,000 payments in each of the next 2 years. Officers will begin carrying Tasers that will be funded over a number of years. One cruiser is budgeted for purchase.

Harbor- Due to a \$45,000 grant from the Maine Department of Transportation the floats can be replaced a year earlier than planned and at half the cost (50% match).

Highway-The Maine Department of Transportation's Rte. 3 reconstruction project will begin next year, the town's \$540,000 share is already in reserve. That project is scheduled for bidding in the fall of 2016. There are revenues anticipated from the sale of a plow truck, sweeper and backhoe none of which will be replaced. This will help offset the purchase of an excavator machine to be used for culvert and ditching work. Due to the cost of the Consolidated Work

Plan, I am recommending, instead, overlay paving on Cottage, Hancock, Wayman, Pleasant, Schooner Head, Indian Point and Bay View. There is budgeted the purchase of a Bobcat loader with attachments and a light truck. There is also a new appropriation of \$11,000 to purchase the solar array in 2022 from ReVision Energy (Council Goal B-2)

Town Debt- - The first year payment on the Fire Station building repair bond has been added. In Year 2 (2018) it is anticipated that the Transfer Station would be renovated with a \$1.5 million bond. (Council Goal E-6). Other possible bonds are fiber installation and Fire Station floor repair.

I have not included it in the budget but The HUB requested \$30,000 (Council Goal C-2) towards the cost of a full time director's position. There is still a \$1,500 donation to the HUB in the Planning Budget. Also not included, but requested, was \$25,000 towards a Cottage Street development plan. The Cruise Ship Committee recommended that the cost of this study be paid for from Cruise Ship funds.

Staff and I look forward to assisting you with the budget review starting Thursday night.