Agenda

Bar Harbor Town Council

April 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**

A. **March 29, 2016 – Special Meeting**

B. **April 5, 2016 – Regular Meeting**

IV. **FINANCIAL STATEMENTS** – Review and possible adoption of a motion to accept the financial statements as presented.

V. **ADOPTION OF AGENDA**

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. **Annual Town Meeting: June 2016** –

1. Possible motion to sign the Notice of Public Hearing.
2. Possible motion to sign the Warrant calling for June 2016 annual town meeting.

B. **State of Maine Primary** – Possible motion to confirm appointment of Patricia Gray as warden for the State of Maine Primary, June 14, 2016, pursuant to Title 21-A.

C. **Appointment of Election Clerks** – Possible motion to approve the slate of election clerks.

D. **Vehicles for Hire** – Possible motion to approve:

1. **Oli's Trolley** request for six trolley licenses as submitted by Denise Morgan, Oli's Trolley Inc. (Police Lt. Pinkham approved, Proof of Insurance provided)
2. **Bar Harbor Coastal Cab** request for one taxi license as submitted by Craig Wood. (Police Lt. Pinkham approved, Proof of Insurance provided)

E. **Property Tax Write Offs –**

1. **Small Balances -** Possible passage of a motion to grant the Tax Collector and Treasurer the discretionary authority to write off any residual tax balances up to $10.00.
2. **Personal Property Taxes** – Possible passage of a motion to abate Personal Property Taxes deemed uncollectible that are listed in the Tax Collector's April 15, 2016 memorandum attachment.

F. **Special Amusement Permit: Little A's** – Possible motion to file update status memo from Police Chief.

G. **Quit Claim Deed: Andre L. Lozano** – Possible motion to authorize the Town Manager to sign a Quit Claim Deed, releasing the Town's interest in the property of Andre L. Lozano, 11 High Street, Tax Map 104 Lot 311.

VII. PUBLIC HEARINGS:

A. **Special Amusement Permits:**

1. **Mainely Meat BBQ**, 15 Knox Road, a request for Class 3a, three or more musicians with mechanical amplification as submitted by Barbara Maffucci, Atlantic Brewing Co. (Renewal)
2. **Kebo Valley Golf Club,** 136 Eagle Lake Road, a request for Class 3ad, three or more musicians with mechanical amplification and dancing as submitted by David Closson. (Renewal)
3. **Cherrystones**, 185 Main Street, a request for Class 3a, three or more musicians with mechanical amplification as submitted by Jeremy Bond, Fishmaine, Inc. (Renewal)
4. **Bar Harbor Beer Works**, 119 Main Street, request for Class 3ad, three or more musicians with mechanical amplification and dancing as submitted by Jeremy Bond, Fishmaine, Inc. (Renewal)
5. **Bar Harbor Club & Spa**, 111 West Street, request for Class 3ad, three or more musicians with mechanical amplification and dancing as submitted by Richard C. Ade, BHTC 111, LLC. (Renewal)
6. **The 1932 Criterion Theatre**, 35 Cottage Street, request for Class 4, any other entertainment or amusement as submitted by Heather Martin. (Renewal)
7. **Galyn's Galley**, 17 Main Street, request for Class 3a, three or more musicians with mechanical amplification as submitted by Richard & Gail Leiser. (NEW)

VIII. REGULAR BUSINESS:

A. **Cruise Ship Passengers** – Request of Cruise Ship Committee to fund a University of Maine study of the economic impact of cruise passengers in Bar Harbor.

B. **Pay As You Throw**:

1. Staff's report of PAYT cost and logistics for a trial period starting 11/1/16.
2. Accepting comments from the public.
3. Review the contract with WasteZero to supply PAYT bags for a five year term.

C. **Cell Tower Lease: Fire Station** – Request of Lease Advisors to purchase the lease and easement for the cell tower on top of the Fire Station.

D. **Budget Transfer: Municipal Building Renovations** – Request of Treasurer to authorize a transfer of funds for the additional work and change orders for the Municipal Building renovations.

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, April 14, 2016

Re: **Town Council Meeting of April 19th**

CALL TO ORDER – 7:00 P.M.

I. **A. Excused Absences** – None that I am aware of but if one arises a possible motion: to excuse Councilor _____ as provided by Town Charter section C-12.B(1)(d).

IV. FINANCIAL STATEMENTS - Finance Director Stan Harmon has enclosed his monthly report for 9 months into the fiscal year. At 3/4 of the year, the expenses and the tax collection rate are in good shape. 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. **Annual Town Meeting: June 2016-**

1. See the enclosed notice for a hearing on May 17th. Possible motion: to approve and sign the Town Meeting Public Hearing notice for May 17, 2016.
2. Town Meeting Warrant- possible motion: to approve and sign the Warrant as presented by the Town Clerk.

B. **State of Maine Primary** - Possible motion: to appoint Patricia Gray as warden for the State of Maine Primary, June 14, 2016 pursuant to MRSA Title 21-A.

C. **Appointment of Election Clerks** - See the enclosed list of election clerks. Possible motion: to approve the appointment of election workers listed in the memo from the Town Clerk dated 4/13/16, as per MRSA Title 21-A Section 503.1

D. **Vehicles for Hire-**

1. Oli's Trolley - 6 licenses requested. Lt. Pinkham has approved and Proof of Insurance provided. Possible motion: to approve the application for 6 carriage licenses to Oli's Trolley.
2. Bar Harbor Coast Cab - 1 taxi license. Lt. Pinkham has approved and Proof of Insurance provided. Possible motion: to approve the application for a taxi license to Craig Wood dba Bar Harbor Coastal Cab.

E. **Property Tax Write Offs**

1. Small Balances - See the memo from Tax Collector Sarah Gilbert. The write-offs are for balances under $10. A possible motion: grant to the Tax Collector and Treasurer the discretionary authority to write-off any residual tax balances up to $10.
2. Personal Property Taxes- See the memo from Tax Collector Sarah Gilbert. These are balances from companies no longer in business. A possible motion: to abate Personal Property Taxes deemed uncollectible that are listed in the Tax Collector's memo dated 4/13/16.

F. **Special Amusement Permit Update**: Little A's-. The Council asked to have the Chief report back monthly. Enclosed is a memo from the Police Chief. Lt. Kerns will attend the meeting. Possible motion: to accept the memo update from the Police Chief and place it on file.

G. **Quit Claim Deed**: Andre Lozano- See the memo from Tax Collector Sarah Gilbert. A possible motion: to issue a Quit Claim deed to Andre Lozano for full payment of sewer fees and property taxes.

VII. PUBLIC HEARINGS:

A. **Special Amusement Permit Renewals**

1. **Mainely Meat BBQ-**: 15 Knox Road, Class 3a, renewal. No complaints Motion: to approve Mainely Meat BBQ for a Class 3a Special Amusement Permit as advertised.
2. **Kebo Valley Golf Club-136 Eagle Lake Road.** Class 3ad. Renewal. No complaints. Motion: to approve Kebo Valley Golf Club for a Class 3ad Special Amusement Permit as advertised.
3. **Cherrystones-** 185 Main Street. Class 3a. Renewal. 1 Warning was issued in 2015 for amplified music being too loud after measuring with noise meter. Motion: to approve Cherrystones for a Class 3ad Special Amusement Permit as advertised.
4. **Bar Harbor Beer Works-** 119 Main Street, Class 3ad. Renewal. No complaints. Motion: to approve Bar Harbor Beer Works for a Class 3ad Special Amusement Permit as advertised.

5. **Bar Harbor Club & Spa,**111 West Street. Class 3ad. Renewal. No complaints. Motion: to approve Bar Harbor Club & Spa for a Class 3ad Special Amusement Permit as advertised.
6. **The 1932 Criterion Theater**- 35 Cottage Street. Class 4. Renewal. No complaints. Motion: to approve The 1932 Criterion Theater for a Class 4 Special Amusement Permit as advertised.
7. **Galyn's Galley,**17 Main Street. Class 3a. New. No complaints. Motion: to approve Galyn's Galley for a Class 3a Special Amusement Permit as advertised.

VIII. REGULAR BUSINESS:

A. **Cruise Ship Passengers Economic Study** - See the enclosed memo from Robert Osborne Planning Director regarding a proposed study of the economic impact of cruise ship passengers, to be done by the University of Maine. The Cruise Ship Committee recommends approval. The study will cost up to $10,000 but the Maine Port Authority will share in the cost up to $4,000. The $6,000 balance would come from the Cruise Ship budget. A possible motion: that the University of Maine conduct a study of the economic impact of cruise ship passengers in Bar Harbor.

B. **Pay as You Throw Waste Disposal - 1. & 2.**Staff was asked to prepare a plan to implement a trial PAYT program to run from November 1, 2016 until town meeting, mid-June 2017. Enclosed is a memo from Chip Reeves, Public Works Director explaining the cost analysis and the site plan operations. The temporary set up costs are estimated to be $65,820 (list enclosed). Total expenses, using last year's actual tonnage, less recycling revenue are $282,319. Revenue from commercial tonnage and residential bags totals $246,680. Payment at the scales can be by credit card or monthly billing for commercial accounts. Depending upon actual expenses for the year, there may need to be a budget transfer to cover the temporary set up costs. The scales for the trial period would be temporary. The next budget, if approved at Town Meeting would include permanent scales, about $80,000. Revenue received from bag sales and scale weighs should be placed in reserve and used for future solid waste capital needs. Also enclosed is information from the Conservation Commission. At the meeting, Chip will give a review of the numbers and site plan. Sarah Bernier, from WasteZero will review PAYT programs and educational piece prior to the start. Then it will be question and answers and public comment. We will have overflow seating and viewing set up. A possible motion: to direct staff to implement a trial PAYT program to run from November 1, 2016 through June 15, 2017.

3. WasteZero Contract - Enclosed is a contract WasteZero sent for them to supply bags to the town. If the trial period were approved there would be language added that in the event of cancellation following Town Meeting, the town would only be responsible for the bags ordered. The contract is a 5 year term that increases by 5% each year (Sec 13a). The town attorney is reviewing the contract

and should have comments/concerns back by meeting time. If the trial period is approved, I would bring back a contract with the amended language at the next meeting for consideration.

C. Cell Tower Lease: Fire Station - Enclosed is a memo from Stan Harmon, Finance Director with an offer from Lease Advisors to purchase the town's lease with Verizon for an upfront payment of $352,757. Lease Advisors contacted the town. Although this would cover the cost of the borrowing to repair the floor, it does take away future revenues. The balance in the fire reserve is approximately $60,000. The cell tower location is a good one and I think will continue past 7 yrs. For that reason, I would recommend against accepting the buyout. Possible motion: to accept (not accept) the cell tower buyout offer from Lease Advisors.

D. Budget Transfer: Municipal Building Renovations- see the enclosed memo from Stan Harmon Finance Director. The phase 2 of the interior renovation of the Municipal Building is almost done. There have been change orders (see the last page of the memo) that have added to the cost above the bid amount. A possible motion: that the Treasurer transfer $42,000 to the CIP Municipal Building account #2124-6130, $22,000 from Contingency account #1036-5906 and $20,000 from Assessing account #1032-5105.

E. Treasurer's Warrant – A possible motion: to sign the Treasurer's Warrants for paid bills.

Minutes

Special Bar Harbor Town Council Meeting

Joint Meeting with Warrant Committee

March 29, 2016

I. **CALL TO ORDER** – 7:00 p.m. – In attendance were Councilors: Paul Paradis, Gary Friedmann, Anne Greenlee, Peter St. Germain, David Bowden, Clark Stivers; and Town Manager Cornell Knight.

Warrant Committee members in attendance were: John Dargis, Seth Libby, Donna Karlson, Jonathan Eno, James Grover, Liz Kase, Jake Jagel, James Mroch, Matt Hochman, Roz Rea, Bob Chaplin, Erin Early Ward, Cas Dowden, Sherry Dyer, James Kitler, and Amanda Kendall.

School member: Principal Barb Neilly.

II. **ADOPTION OF AGENDA** - Mr. St. Germain, with second by Ms. Greenlee, moved to adopt the agenda as presented. Motion passed 6-0.

III. **REGULAR BUSINESS:**

A. **FY17 – Budget Preparation:** *Meeting with the Warrant Committee* – Warrant Committee Chair John Dargis reported that the committee voted with the Town Council for the FY17 budget, except the committee cut $50,000 from the Broadband study in the CIP, reducing the Technology Division to $33,949. Last night during the committee's review of the budget, the motion was made to add the $50,000 back into the CIP. Following a healthy discussion, the motion failed, 10 to 5. The original motion remains, cutting the $50,000. Mr. Dargis called upon members with views on both sides of the proposed cut to report their position.

In addition, the Warrant Committee recommended not to fund The HUB's request for $30,000 for partial funding of a director from the Cruise Ship fund. A recent letter from The HUB was received by both boards stating they withdraw their request for additional funding at this time.

Warrant Committee suggested, if possible, for next season; if the outside agencies included in the Parks and Recreation section be separate from the Parks total so those who are excused for a conflict of interest are able to participate in the remaining section.

Also, they would like to see Hydrant Rentals in the Water Division budget, they do not feel it should in the municipal budget.

1. **Budget Adjustments** – *Consideration and possible adoption of budget adjustments recommended by the Warrant Committee.* – Following the Warrant Committee's point of view of the Broadband/Fiber optic study, discussion ensued with the Council providing their point of view.

   Following Council's discussion and confirming both boards position, Council inquired if the Warrant Committee wished to change their vote. Warrant Committee Amanda Kendall, with second by James Mroch, moved to put the $50,000 back into the Broadband CIP and restore the Technology Division to a total of $83,949. Motion failed 7 to 8 with the Chair abstaining.

   Discussion returned to the Town Council to try to reconcile the municipal budget to present the same budget at town meeting. Mr. St. Germain, with second by Ms. Greenlee, moved to rescind their motion to fund The HUB $30,000 from the Cruise Ship fund. Motion passed 5- 1(Nay: Mr. Friedmann).

   Mr. Friedmann, with second by Mr. Stivers, moved to recommend to Town Meeting the FY17 budget as proposed by Council with the net property tax assessment at $16,033,371. Motion passed 4-2 (Nay: Mr. Paradis, Ms. Greenlee).

   Council expressed their appreciation to the Warrant Committee for their efforts and hard work.

IV. COUNCIL COMMENTS AND SUGGESTIONS FOR NEXT AGENDA

There were no comments or suggestions.

V. **ADJOURNMENT** – The meeting adjourned at 8:15 p.m. by acclamation.

_____

Patricia A. Gray, Town Clerk

Minutes

Bar Harbor Town Council

April 5, 2016

I. **CALL TO ORDER** – 7:00 p.m. – In attendance were Councilors: Paul Paradis, Gary Friedmann, Anne Greenlee, Peter St. Germain, David Bowden, Clark Stivers; and Town Manager Cornell Knight.

A. **Excused Absence(s)** – Mr. St. Germain, with second by Ms. Greenlee, moved to excuse Councilor Barker as provided by Town Charter section C-12.B(1)(d). Motion passed 6-0.

II. **COMMITTEE APPOINTMENTS** –

A. *Application of Emily Dwyer for appointment to the Design Review Board for a term expiring June 2016 or 2018.* – Ms. Greenlee nominated Emily Dwyer to the Design Review Board for a term expiring June 2018. There being no further nomination, by unanimous vote, 6-0, Emily Dwyer was appointed.

B. *Application of Greg Veilleux for appointment to the Parks and Recreation Committee for a term expiring June 2018.* – Mr. Friedmann nominated Greg Veilleux to the Parks and Recreation Committee for a term expiring June 2018. There being no other nominations, by unanimous vote, 6-0, Greg Veilleux was appointed.

C. *Application of Jacquie Colburn for appointment to the Conservation Commission for a term expiring June 2017 or 2018.* – Mr. Friedmann nominated Jacquie Colburn to the Conservation Commission for a term expiring June 2018. There being no other nominations, by unanimous vote, 6-0, Jacquie Colburn was appointed.

III. **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 this evening.

IV. **APPROVAL OF MINUTES**

A. ***March 10, 2016 Special Meeting***

B. ***March 15, 2016 Regular Meeting***

Mr. Friedmann, with second by Ms. Greenlee, moved to approve the minutes of March 10, 2016 special meeting and March 15, 2016 regular meeting as presented. Motion passed 6-0.

V. **ADOPTION OF AGENDA** – Mr. Friedmann, with second by Ms. Greenlee, moved to adopt the agenda as presented. Motion passed 6-0.

VI. PUBLIC HEARINGS:

A. Special Amusement Permits:

1. **The Thirsty Whale**, *40 Cottage Street, request for Class 3a, three or more musicians with mechanical amplification as submitted by Basil Eleftheriou, Jr. (NEW, change of classification)* – A resident inquired as to the number of decibel permitted in general. There being no other comments, Mr. St. Germain, with second by Mr. Stivers, moved to approve the Special Amusement application for The Thirsty Whale for a Class 3a permit as advertised. Motion passed 6-0.

2. **Stewman's Lobster Pound Downtown,** *35 West Street, request for Class 3ad, three or more musicians with mechanical amplification and dancing as submitted by Young's Pier, LLC, Patrick Walsh. (Renewal)* – There were no comments. Mr. St. Germain, with second by Ms. Greenlee, moved to approve the Special Amusement application for Stewman's Lobster Pound Downtown for a Class 3ad permit as advertised. Motion passed 6-0.

3. **West Street Hotel**, *50 West Street, request for Class 3ad, three or more musicians with mechanical amplification and dancing as submitted by West Street Hotel, LLC, Michael Walsh. (Renewal)* - There were no comments. Mr. St. Germain, with second by Ms. Greenlee, moved to approve the Special Amusement application for West Street Hotel for a Class 3ad permit as advertised. Motion passed 6-0.

4. **Atlantic Oceanside Hotel**, *119 Eden Street, request for Class 3ad, three or more musicians with mechanical amplification and dancing as submitted by Witham Family Limited Partnership, Donna Mitchell. (Renewal)* - There were no comments. Mr. St. Germain, with second by Ms. Greenlee, moved to approve the Special Amusement application for Atlantic Oceanside Hotel for a Class 3ad permit as advertised. Motion passed 6-0.

5. **Bar Harbor Lobster Company**, *297 Main Street, request for Class 3ad, three or more musicians with mechanical amplification and dancing as submitted by Garrett FitzGerald. (NEW)* – Mr. Benson, of 278 Main Street and owner of Tea 278, expressed concerns of loud music being disruptive to his advertised business of tranquility and relaxing atmosphere inside and in the garden. He reported the lower portion of Main Street is more residential and he respectfully opposes this request.

   Mr. Garrett FrizGerald, the applicant, stated he was new to the process and he has no immediate plans for entertainment, but was making the request in the event he decides to and wanted to be covered. He acknowledged lower Main Street is more residential and offered to reduce the type of license. Following Council discussion; Mr.

Friedmann, with second by Ms. Greenlee, moved to approve the special amusement permit request for a Class 2, two musicians without amplification.

Following further discussion, Mr. Stivers, with second by Mr. St. Germain, moved to amend the motion to Class 2ad, two musicians with mechanical amplification and dancing. Motion passed 4-2 (Nay: Mr. Friedmann, Ms. Greenlee).

Main motion was amended to Class 2ad permit. Motion passed 4-2 (Nay: Mr. Friedmann, Ms. Greenlee).

6. **ImprovAcadia**, *15 Cottage Street, request for Class 4, any other type of entertainment, as provided by 28A MRSA 1054.1.C as submitted by Acadia,LLC, Larrance Fingerhut. (Renewal)* – There being no comments, Mr. Friedmann, with second by Mr. Stivers, moved to approve the Special Amusement application for ImprovAcadia for a Class 4 permit as advertised. Motion passed 6-0.

VII. REGULAR BUSINESS:

A. **Prospect Avenue Road Closure** – *Request of MacQuinn Construction Co. for approval to close the lower portion of Prospect Avenue adjacent to the sub-station project from April to September.* – Following a brief explanation from the Town Manager; Ms. Greenlee, with second by Mr. Bowden, moved to temporarily close to traffic to lower Prospect Avenue from April 6th to September 30th 2016. Motion passed 6-0.

B. **Seniors Committee** - *Request of Bonnie & Arnold Lundquist to consider establishing a committee addressing the needs of resident seniors.* – Mrs. Lundquist gave a powerful presentation about senior living and the future potential needs and contributions of this Age Friendly demographics. While she only requested that Council give some consideration for immediate future action in formalizing a committee; Mr. Friedmann, with second by Mr. St. Germain, moved to direct the Town Manager to work with Mrs. Lundquist to develop Bylaws for Council consideration over the next 60 days and to return to Council. Motion passed 5-1(Nay: Mr. Stivers).

C. **Jackson Laboratory** – *Presentation of the Laboratory's ten-year master plan.* - Jackson Lab's representatives John Fitzpatrick, Senior Facilities Director, and LuAnn Ballesteros, Director, Office of Government Relations, presented their ten-year master plan and provided data on the economic impact the Jackson Lab has on the Town and the region. Bar Harbor will remain the headquarters for the Lab and will continue to migrate production to Ellsworth and other regions. The main focus for the Bar Harbor campus is to establish a conference and educational center to be competitive in attracting diverse and quality researchers and other personnel. Zoning amendments will be necessary to accomplish their goals. They are looking at a skywalk from the campus to the parking area for pedestrian safety, to avoid acres of asphalt parking they will seek permitting parking garage, to replace some of the production buildings with facilities that connect with

existing buildings they will request adjustment in the height restrictions to maintain grade level for entrances and potentially redistributing area coverage, and changing zoning for a residential lot between two scientific zoning lots to scientific. In addition, they are proposing a 65-unit housing complex. Housing is an issue for students, visiting researchers, and other professionals.

Following discussion with the Council; Chair Paradis thanked John and Lu-Ann for their presentation sharing their goals, data supporting the economic impact to the Town and the State, and helping the Town create a year round community.

D. **Parking** – *Parking recommendations next steps.* – Following the Town Manager's brief comments on the years of discussing a parking garage and recommendations made in the final report; Councilor Bowden stated educational component was missing. He feels the committee should reconvene and hold public hearings. Councilor Friedmann thought the path forward with the need of more education of the recommendations; it's business community driven and the need for their support, residents need parking, and identify the benefits in the plan. Following discussion, Mr. Friedmann, with second by Mr. St. Germain, moved to refer the parking recommendations made to Town Council on March 10, 2016 to the Backyard Parking Committee. Motion passed 6-0.

E. **Proclamation: National Library Week** – *Request of Jesup Memorial Library staff to recognize and celebrate National Library Week.* – Following the reading of the proclamation; Mr. Friedmann, with second by Mr. St. Germain, moved to sign the proclamation recognizing and celebrating National Library Week. Motion passed 6-0.

Bar Harbor Town Council
PROCLAMATION TO HONOR
NATIONAL LIBRARY WEEK
April 10 - 16, 2016

WHEREAS, libraries everywhere play a vital role in supporting the quality of life in their communities; and,

WHEREAS, libraries can help you discover a world of knowledge, both in person and online, as well as personal service and assistance in finding what you need, when you need it; and,

WHEREAS, libraries are a key player in the national discourse on intellectual freedom, equity of access, and narrowing the "digital divide;" and,

WHEREAS, libraries serve as crucial technology hubs for people in need of free Web access, and provide assistance in using the service; and,

WHEREAS, libraries are part of the American Dream – places for opportunity, education, self-help and lifelong learning; and,

WHEREAS, Jesup Memorial Library, a private nonprofit organization, has been serving as Bar Harbor's public library for one hundred and four years, and is actively planning for its future; and,

WHEREAS, more than 4,300 residents of Bar Harbor are registered users of the library;

NOW, THEREFORE, be it resolved that the Town Council of Bar Harbor joins in recognizes April 10 – 16, 2016 as National Library Week, and encourages all residents to visit the Library this week to take advantage of the wonderful resources available at Jesup Memorial Library.

F. **Annual Town Meeting: June 2016 –**

1. **Notice of Public Hearing** –*Possible motion to prepare final notice for Council's signature and schedule the public hearing for May 17.* – Ms. Greenlee, with second by Mr. St. Germain, moved to request staff to prepare the final notice and schedule the public hearing for May 17. Motion passed 6-0.

2. **Annual Town Meeting Warrant** –

   a.) *Council's recommendations on remaining Warrant articles.* – Mr. Bowden, with second by Mr. St. Germain, moved to recommend the amended school budget dated 4/4/16 as published in the revised Warrant and to recommend approval of the school and municipal miscellaneous articles. Motion passed 6-0.

   b.) *Possible action to rescind PAYT straw poll for June 2016 town meeting.* – Mr. Bowden, with second by Ms. Greenlee, moved to rescind the December 15, 2015 action to schedule a non-binding vote at the June Town Meeting on the PAYT program. Motion passed 6-0.

   c.) *Possible motion to prepare final Warrant for Council's signature.* – Mr. Friedmann, with second by Ms. Greenlee, moved to prepare the final Warrant for Council's signature. Motion passed 6-0.

G. **Neighborhood Meeting** – *Possible motion to approve postcard invitation to be mailed to neighbors for the first neighborhood meeting scheduled May 3 in Town Hill.* – Ms. Greenlee, with second by Mr. Friedmann, moved to approve the mailing notice as proposed and have the May3rd Council meeting start at 6 pm with up to an hour of public comment discussion. Motion passed 6-0.

H. **Treasurer's Warrant** – *Request of Treasurer to authorize paid bills.* – Mr. Friedmann, with second by Ms. Greenlee, moved to sign Treasurer's warrant for paid bills. Motion passed 6-0.

VIII. **TOWN MANAGER'S COMMENTS** – Mr. Knight announced next Council meeting, April 19th, Council will be considering the PAYT program and public comments are welcomed.

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

Mr. Friedmann wished everyone a "Happy Spring".

Mr. Bowden inquired if the Town received confirmation on insurance for the hoist on the pier, he noticed it was installed.

Mr. Paradis congratulated Chris Wharff on his recent promotion to Sergeant.

X. **EXECUTIVE SESSION:** (None)

XI. **ADJOURNMENT** – Mr. St. Germain, with second by Mr. Stivers, moved to adjourn at 9:40 p.m. Motion passed 6-0.

Patricia A. Gray, Town Clerk

IV.

Memo

To: Town Councilors; Cornell Knight

From: Stan Harmon, Finance Director

CC: Department Heads

Date: 4/11/2016

Re: Fiscal Year 2016 – March 31, 2016 – 9 Months Results

General Fund

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

Expenditures (75% goal)

The March summary statements show 71.7% spent versus 74.8% of the budget spent last year. 71.9% of the $3.6 million in budgeted municipal *wages* are spent year-to-date compared to 71.1% in March 2015. Remarkably, Highway has spent $183,000 *less* at this point this year versus last year to date and this will ensure that by the end of June, Town departmental spending will certainly remain well under its total appropriations.

Non-Property Tax Revenues (75% goal)

74% of the budget for non-property tax revenues is now collected versus 70% at this point last year. Vehicle Excise is up 8% over last year ($54,000) and should easily exceed the budget. Harbor docking fees has made its budget. Recycling income is down $18,000 from last year and Ambulance revenues are off by $47,000 from last year and neither are likely to reach their FY16 targeted budgets. However, the additional Vehicle Excise collected may offset shortfalls in most other revenue lines.

Ambulance Revenues	*-lower volume this year; primarily with less Bangor runs*			
FY 2016	9 Months YTD Runs Billed	619	Ave. Gross Billing (per run)	$605
FY 2015	9 Months YTD Runs Billed	670	Avg. Gross Billing (per run)	$646
FY 2014	9 Months YTD Runs Billed	728	Avg. Gross Billing (per run)	$623
FY 2016	9 Months YTD Runs billed	619	Net Collections (per run)	$354
FY 2015	9 Months YTD Runs billed	670	Net Collections (per run)	$397
FY 2014	9 Months YTD Runs billed	728	Net Collections (per run)	$365

	3/31/2016	3/31/2015
Ambulance Accounts Receivable	$147,089	$142,708

Excise-Motor Vehicle Revenues- *total revenue data shows we are up 8% over last year, reflecting a national trend of motor vehicle replacements in numbers and pricing.*

FY 2016	9 Months YTD	3483 units	$691,258	=$198 / per vehicle
FY 2015	9 Months YTD	3387 units	$637,190	=$188 / per vehicle
FY 2014	9 Months YTD	3404 units	$632,051	=$185 / per vehicle
FY 2013	9 Months YTD	3621 units	$610,965	=$168 / per vehicle

Building Permitting Revenue- *permit count is up 18% over last year; revenue is flat*

FY 2016	9 Months YTD	219 permits	$63,695	=$291 / permit
FY 2015	9 Months YTD	185 permits	$62,874	=$340 / permit
FY 2014	9 Months YTD	191 permits	$157,046	=$822 / permit
FY 2013	9 Months YTD	195 permits	$61,924	=$318 / 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		-$10,000
Ending Balance	@ 3/31/16 (available #1036-5906)	$43,366

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		$50,000
From:	HWay #2177-6408 Grader Reserve	**(Town Council 8/18/15)**	($84,794)
To:	HWay #2177-6414 FrntEndLoader-Snow Blower		$84,794
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		$16,600

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 March, as a percent of total uncollected, decreased from 11.7% outstanding in 2015 to 8.4% in 2016, surprisingly good news this year with the

Town collecting more than $400,000 ahead of last year.

Tax Year	Property Taxes Outstanding Balance	@ 3/31/16 %	@ 3/31/15 Balance	@ 3/31/15 %
2006-07	$ 1,274	0.1%	$ 3,908	0.1%
2008	$ 1,643	0.1%	$ 6,788	0.1%
2009	$ 4,728	0.1%	$ 8,823	0.1%
2010	$ 5,248	0.1%	$ 17,320	0.1%
2011	$ 6,603	0.1%	$ 27,236	0.2%
2012	$ 6,398	0.1%	$ 27,890	0.2%
2013	$ 5,278	0.1%	$ 222,162	1.5%
2014	$ 165,315	1.1%	$ 1,735,811	11.7%
2015	$ 1,309,924	8.4%		

Cash Investment and Status Report / Banking

On March 31st, the Town had $16,275,000 on hand in all funds—approximately $1,300,000 more monies available as last year's total balances at this same time period due primarily to the unspent Rte #3 Water bond monies still on hand. Checking interest rates are at .33% vs. the same .33% last year.

Wastewater Division Fund

Financials (75% - 9 month Benchmark)

	Annual Budget	Mar YTD Actual	% Spent
Spending shows the following:			
Oper & Maint-FY2016-this year	*$1,330,551*	*$931,013*	*70%*
Oper & Maint-FY2015-last year	*$1,335,225*	*$879,384*	*66%*

	3/31/2016	3/31/2015
Accounts Receivable-Wastewater	$75,056	$90,723

Water Division Fund

Financials (75%-9 month Benchmark)

	Annual Budget	Mar YTD Actual	% Spent
Spending shows the following:			
Oper & Maint-FY2016-this year	*$1,053,291*	*$695,679*	*66%*
Oper & Maint-FY2015-last year	*$1,051,000*	*$733,649*	*70%*

	3/31/2016	3/31/2015
Accounts Receivable-Water	$16,736	$11,786

Technology

In the March report from Steve, he continued to work on transition issues related to *Crimestar* system eventually migrating to *Spillman* as well as essential tie-in components related to the move; trouble shoot the pier camera operation, create new shared folders and user permissions for the two police departments to share data, chase down with *TWCable* a fiber conduit failure

in Harbor View Park, set up a new pc profile for the new assessing assistant, worked on the *FormsManager* upgrade with the outsource agent, diagnose PLC issues with the SCADA Water database, add a *laserfiche* forms/scanner at Wastewater, follow up with any construction network issues at the Muni-building and work with MUNIS support on a printer issue at the new counter. Additionally, Steve is trying to diagnose the failure in the VM server last month, research various fiber and broadband project questions from the public and finish building the new *Munis* server.

Assessing

Justin's new assistant Deanne Cray has spent March in the Assessing office focused on training as well as mailing out the annual Personal Property requests. Justin has one pending abatement still under consideration and he spent some time in March reviewing land valuations in certain neighborhoods that likely will need adjustments on the April 1st assessment date. Regarding GIS, Justin was working with *MapsOnline* personnel to allow him to update in house certain map features and tilesets on a more current basis.

Cruise Ship Fund

Expenses-Direct Discretionary Exps:	Budget	Actual	%
FY2016	$164,874	$137,689	83%

Revenue activity so far – 9 months:	Budget	Actual	%
FY2016	$605,735	$533,481	88%
FY2015	$632,224	$563,453	89%
FY2014	$656,933	$600,859	91%

Town of Bar Harbor

Expenses - Period Ending

3/31/16

08-Apr-16

75% of Year Completed

General Fund	Dept	A FY '16 Annual Adj'd Budget	B FY '16 9 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	$ 22,702	$ 37,388	5,762	59.8%	$ 32,920	timing
Town Manager	12	$ 127,031	$ 85,669	$ 131,270	9,604	67.4%	$ 131,036	timing
Town Clerk	14	$ 140,381	$ 82,221	$ 123,202	23,065	58.6%	$ 119,475	timing
Finance Dept.	16	$ 328,189	$ 245,627	$ 322,362	515	74.8%	$ 316,215	
Town Attorney	18	$ 19,150	$ 11,028	$ 36,982	3,335	57.6%	$ 67,420	low/timiing
Elections	20	$ 12,717	$ 2,015	$ 12,156	7,523	15.8%	$ 10,361	timing
Technology	22	$ 174,287	$ 124,953	$ 147,667	5,762	71.7%	$ 121,486	timing
Municipal Building	24	$ 74,825	$ 65,199	$ 96,879	(9,080)	87.1%	$ 80,273	higher repairs
Town Offices	26	$ 33,452	$ 28,032	$ 35,269	(2,943)	83.8%	$ 37,566	timing
Employee Benefits	28	$ 1,376,319	$ 982,483	$ 1,252,271	49,756	71.4%	$ 1,345,347	
Code Enforcement	30	$ 74,851	$ 52,320	$ 91,282	3,818	69.9%	$ 69,142	
Assessing Dept.	32	$ 139,128	$ 84,960	$ 116,759	19,386	61.1%	$ 115,497	lower trend
Planning Dept.	34	$ 156,893	$ 86,087	$ 91,360	31,583	54.9%	$ 118,722	less legal exp
Miscellaneous	36	$ 211,104	$ 182,408	$ 211,723	(24,080)	86.4%	$ 180,505	timing
Ambulance	40	$ 450,258	$ 318,129	$ 404,660	19,565	70.7%	$ 391,936	
Fire Department	42	$ 357,964	$ 248,766	$ 327,018	19,707	69.5%	$ 316,107	
Hydrant Rentals	42	$ 523,710	$ 386,635	$ 480,468	6,148	73.8%	$ 480,468	
Police Dept.	45	$ 1,030,871	$ 769,525	$ 983,866	3,628	74.6%	$ 919,922	
Dispatch Division	47	$ 211,054	$ 161,527	$ 204,277	(3,237)	76.5%	$ 201,945	
Public Safety Bldg.	49	$ 38,916	$ 29,437	$ 42,602	(250)	75.6%	$ 45,807	
Street Lights	51	$ 71,575	$ 49,557	$ 69,069	4,124	69.2%	$ 63,278	timing
Harbor Dept.	53	$ 113,786	$ 81,952	$ 116,162	3,388	72.0%	$ 121,891	
Parks & Rec & Gln M	59	$ 235,251	$ 146,532	$ 229,730	29,906	62.3%	$ 228,873	seasonal timing
Emrg Mgt & Gen Assis	63/66	$ 1,444	$ 1,121	$ 1,170	(38)	77.6%	$ 1,445	
Cooperatng Agency	68	$ 42,843	$ 42,843	$ 45,231	(10,711)	100.0%	$ 39,843	cks issued
Comfort Station	70	$ 93,361	$ 72,948	$ 83,607	(2,927)	78.1%	$ 90,729	
Public Works	75	$ 146,122	$ 104,421	$ 144,809	5,171	71.5%	$ 143,623	
Highway Dept	77	$ 1,007,992	$ 739,085	$ 1,160,595	16,909	73.3%	$ 1,059,443	183k less than 2015
Solid Waste	79	$ 655,939	$ 447,109	$ 611,136	44,845	68.2%	$ 601,229	seasonal timing
General Fund Totals		$ 7,887,365	$ 5,655,291	$ 7,610,970	$ 260,233	71.7%	$ 7,452,504	
payroll periods		26	19	26		73.1%	26	

Includes $25,374 in carryover encumbrances from FY2015

General Fund - Revenues

Town of Bar Harbor
YTD March 31, 2016
75% - 9 Months

Department	Budget FY'16 12 Months	Actual FY'16 9 Months	Actual FY'15 12 Months	Bud. Var. Favorable (Unfavorable)	% Rev's Received 75% Goal	Variances From Budget Goal Comments
Town Clerk Fees	$ 28,304	$ 15,205	$ 27,254	(6,023)	54%	timing
Finance Department	$ 181,510	$ 136,701	$ 200,066	569	75%	
Municipal Building	$ 30,000	$ 26,410	$ 33,416	3,910	88%	
Code Enforcement Permits	$ 160,358	$ 103,674	$ 187,533	(16,595)	65%	lower trend
Planning Fees	$ 20,694	$ 4,938	$ 10,209	(10,583)	24%	lower trend
Ambulance/Fire Fees	$ 396,100	$ 219,676	$ 351,052	(77,399)	55%	lower trend
Police Department	$ 69,841	$ 65,083	$ 77,679	12,702	93%	seasonal
Harbor Department	$ 49,203	$ 56,933	$ 54,351	20,031	116%	higher - made budget
Parks & Recreation	$ 600	$ 750	$ 950	300	125%	
Highway Division	$ 9,953	$ 11,673	$ 10,451	4,208	117%	higher - made budget
Solid Waste-Recycling	$ 86,338	$ 39,650	$ 64,434	(25,104)	46%	lower trend - pricing
Departmental	**$ 1,032,901**	**$ 680,693**	**$ 1,017,395**	(93,983)	**66%**	
P.I.L.O.T.'s	$ 126,306	$ 132,862	$ 129,401	38,133	105%	timing - all PILOT's paid
Interest Income	$ 20,350	$ 21,774	$ 25,330	6,512	107%	timing
Misc, Cable Franch., other	$ 122,992	$ 120,836	$ 126,205	28,592	98%	timing
Excise & Other Taxes	$ 986,441	$ 730,337	$ 1,013,463	(9,494)	74%	On target
Intergovernmental	$ 218,504	$ 171,197	$ 209,123	7,319	78%	timing/on target
Revenues-Subtotal	**$ 2,507,494**	**$ 1,857,699**	**$ 2,520,917**	(22,922)	**74%**	
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**	**$ 17,459,880**	**$ 18,160,429**		94.5%	
				-		
Wastewater Revenues	$ 2,212,776	$ 1,401,695	$ 2,099,773		63%	2 Qtrs Billed
Water Revenues	$ 1,930,105	$ 1,377,291	$ 1,981,903		71%	3 Qtrs Billed
CIP Fund Rev's/Transfers	$ 2,569,177	$ 2,309,388	$ 4,589,867		90%	on target
Cruise Ship Fund Rev's	$ 605,735	$ 533,481	$ 631,589		88%	on target

TOWN OF BAR HARBOR
CASH / INVESTMENT STATUS @ March 31, 2016

Note	Bank	Acct. No.	Purchase	Maturity	Interest Rate	Amount
**CHECKING ACCOUNTS						
GENERAL	BHBT	77548521	GL #10-1140		0.33%	$ 3,694,000
SEWER	MACHIAS SB	8100333860 / 930	GL #10-1135		0.10%	$ 83,000
SEWER	BHBT	77548513	GL #35-1140		0.33%	$ 276,000
WATER	BHBT	77548556	GL #40-1140		0.33%	$ 506,000
	Total Checking Accounts					$ 4,559,000
GENERAL	BHBT	ICS - CDARS	FDIC custodial bank deposits	GL #10-1130	0.55%	$ 3,081,000
GENERAL	The 1st		collaterized securities	GL #10-1145	0.75%	$ 1,150,000
GENERAL	The 1st		collaterized securities	GL #10-1146	0.45%	$ 1,006,000
SEWER	BHBT-	ICS - CDARS	FDIC custodial bank deposits	GL #35-1130	0.55%	$ 1,552,000
WATER	BHBT-bond $	ICS - CDARS	FDIC custodial bank deposits	GL #40-1130	0.55%	$ 1,808,000
**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-16	17-Jan-17	0.27%	$ 240,333
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				$ 1,112,058
CIP Reserves: Bar Harbor Banking & Trust - Trust Department						
GENERAL	COMB-combined funds		Money Mkt Funds Sweep		0.10%	$ 164,880
	Chesapeake Energy		Bond - S&P BBB-	3/15/2016	3.25%	$ 47,875
	Microsoft Corp		Bond - AAA	03-Nov-18	1.30%	$ 99,822
	Statoil ASA		Bond - AA	15-May-18	1.15%	$ 98,355
	Federal Farm Cr Bank		Bond - AA+	11/27/2017	0.88%	$ 99,301
	Fed Natl Mtg Assoc		Bond - AAA	2/19/2019	0.88%	$ 247,658
	Fed Home Loan Mtg Corp		Bond - AAA	1/4/2018	0.00%	$ 267,333
	Mortgage Stanley		Bond - A-	2/25/2016	1.75%	$ 100,116
	Toronto Dominion Bank		Bond - AA-	5/2/2017	1.13%	$ 99,677
	Nippon Teleg & Tel Corp.		Bond - AA-	7/18/2017	1.41%	$ 99,621
	US Treasury Note		Note	9/30/2017	0.63%	$ 248,272
	US Treasury Note		Note	10/15/2018	0.88%	$ 197,796
	Vanguard Scottdale FDS		Mutual Funds		2.00%	$ 236,970
	#10-1170 Total In Trust Fund					$ 2,007,676
	TOTALS: All CASH & INVESTMENTS					$ 16,275,734

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 1

NOTICE of PUBLIC HEARING
TOWN OF BAR HARBOR

STATE OF MAINE **County of Hancock, ss**

To: A Constable of the Town of Bar Harbor

Greeting:

In the name of the State of Maine you are hereby required to notify and warn the inhabitants of the Town of Bar Harbor that the Bar Harbor Town Council will hold a public hearing in the Council Chambers, third floor, Municipal Building on Tuesday, the seventeenth of May, in the year of our Lord Two Thousand and Sixteen at seven o'clock in the afternoon then and there to hear public comment on the following articles placed on the written ballot of the Annual Town Meeting to be held on Tuesday, the fourteenth of June 2016:

Article 2 - 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.

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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 3 - 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 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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 4 - 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.

(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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 5 - 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.

(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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 6 - 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.

(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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 7 - 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.
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.

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").

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 8 - 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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 9 - 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.

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 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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 10 - 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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 11 - LAND USE ORDINANCE AMENDMENT: Signs and advertising – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to 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:

Posted Speed Limit (miles per hour at location of sign)	**Maximum Sign Area (square feet)**
Less than 30	4
30 to 49	8
50 or more ~~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 Area ~~Size~~ (square feet)**
Less than 30 ~~25 or under~~	24
30 to 49 ~~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.*

RECOMMENDATIONS:

The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Given under our hands this nineteenth day of April 2016.

Municipal Officers of the Town of Bar Harbor

Paul A. Paradis, Chair	Gary Friedmann, Vice Chair
Anne R. Greenlee	Peter St. Germain
Burt O. Barker	David Bowden

J. Clark Stivers

Attest:
A true copy_____
Patricia A. Gray, Town Clerk of Bar Harbor, ME

CONSTABLE'S RETURN

By virtue of the within Warrant to me directed, I have warned and notified the inhabitants of the Town of Bar Harbor to assemble at the time and place and for the purposes therein named by posting attested copy of the within Notice on the Bulletin Board, Municipal Offices, being conspicuous public place within said Town on the _____ day of _____ in the year of our Lord Two Thousand and Sixteen.

Attest: _____
Constable of the Town of Bar Harbor

Attest: A true copy _____
Patricia A. Gray, Town Clerk of Bar Harbor, ME

MUNICIPAL OFFICERS' RETURN

Pursuant to 30-A MRSA 2528(5) we have notified the inhabitants of the Town Bar Harbor of a public hearing, to be held at the time and place and for the purposes therein named by posting attested copy of the within Notice on the Bulletin Board, Municipal Building, being conspicuous public place within said Town on the _____day of _____ in the year of our Lord Two Thousand and Sixteen, being at least seven days before the hearing.

Given under our hands this nineteenth day of April 2016.

Municipal Officers of the Town of Bar Harbor

_____ _____

Paul A. Paradis, Chair Gary Friedmann, Vice Chair

_____ _____

Anne R. Greenlee Peter St. Germain

_____ _____

Burt O. Barker David Bowden

_____

J. Clark Stivers

Attest: A true copy _____
Patricia A. Gray, Town Clerk of Bar Harbor, ME

VI. A 2

THE WARRANT
ANNUAL TOWN MEETING – JUNE 7 & 14, 2016
TOWN OF BAR HARBOR

STATE OF MAINE **County of Hancock, ss**

To: A Constable of the Town of Bar Harbor

Greeting:

In the name of the State of Maine you are hereby required to notify and warn the voters of the Town of Bar Harbor, in said County, qualified by law to vote in Town affairs to meet in the **Emerson School Gymnasium** in said Town on Tuesday the seventh day of June, A. D., 2016 at **seven** o'clock in the afternoon, then and there to act on *Articles A through X;*

And to notify and warn said voters to meet in the **Municipal Building, Third Floor Auditorium** in said Town on Tuesday, the fourteenth day of June, A. D., 2016 at eight o'clock in the forenoon until eight o'clock in the afternoon, then and there to act on *Articles One through Eleven* of said article being set out below to wit:

Reminder

~ Voter Check-in Required ~

"Open Town Meeting", June 7th, all Voters must check-in at the table in the lobby outside the gym to obtain a voter card prior to entering the Town Meeting. Voters are encouraged to arrive at least 30 minutes before the start of the meeting.

LD#1, Property Tax Relief, requires voter hand count and written ballot on several Articles.

Action on the following articles will be on the Town Meeting floor
Tuesday, June 7, 2016 starting at 7:00 p.m.
Emerson School Gymnasium

Article A **ELECTION OF MODERATOR** - To choose a Moderator to preside at said meeting.

Article AA **RESOLUTION** – Recognition of Councilors Bowden and Paradis for many years of service to the Town of Bar Harbor.

Article B **ELECTION OF WARRANT COMMITTEE MEMBERS -** To elect Warrant Committee members as required by Section C-34 of the Town Charter.

Note: Articles C through M authorize expenditures in cost center categories.

Article C **EDUCATION BUDGET EXPENDITURES: Regular Instruction -** To see what sum the School Committee is authorized to expend for **Regular Instruction** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$2,476,181*	*$2,476,181*	*$2,476,181*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 13 to 0.

Article D **EDUCATION BUDGET EXPENDITURES: Special Education -** To see what sum the School Committee is authorized to expend for **Special Education** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$1,355,932*	*$1,355,932*	*$1,355,932*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 13 to 0.

Article E **EDUCATION BUDGET EXPENDITURES: Career and Technical Education –** To see what sum the School Committee is authorized to expend for **Career and Technical Education** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 0*	*$ 0*	*$ 0*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 7 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article F **EDUCATION BUDGET EXPENDITURES: Other Instruction -** To see what sum the School Committee is authorized to expend for **Other Instruction** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 79,687*	*$ 79,687*	*$ 79,687*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 7 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article G **EDUCATION BUDGET EXPENDITURES: Student & Staff Support -** To see what sum the School Committee is authorized to expend for **Student & Staff Support** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 590,571*	*$ 590,571*	*$ 590,571*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 13 to 0.

Article H **EDUCATION BUDGET EXPENDITURES: System Administration -** To see what sum the School Committee is authorized to expend for **System Administration** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 121,585*	*$ 121,585*	*$ 121,585*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 7 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article I **EDUCATION BUDGET EXPENDITURES: School Administration -** To see what sum the School Committee is authorized to expend for **School Administration** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 358,966*	*$ 358,966*	*$ 358,966*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 13 to 0.

Article J **EDUCATION BUDGET EXPENDITURES: Transportation & Buses -** To see what sum the School Committee is authorized to expend for **Transportation & Buses** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 251,030*	*$ 251,030*	*$ 251,030*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 7 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article K **EDUCATION BUDGET EXPENDITURES: Facilities Maintenance -** To see what sum the School Committee is authorized to expend for **Facilities Maintenance** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 559,777*	*$ 559,777*	*$ 559,777*

The School Committee recommends adoption.

The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 13 to 0.

Article L **EDUCATION BUDGET EXPENDITURES: Debt Service and Other Commitments -** To see what sum the School Committee is authorized to expend for **Debt Service and Other Commitments** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 0*	*$ 0*	*$ 0*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 7 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article M **EDUCATION BUDGET EXPENDITURES: All Other Expenditures -** To see what sum the School Committee is authorized to expend for **All Other Expenditures** for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

	School Committee	*Town Council*	*Warrant Committee*
Recommendations:	*$ 115,000*	*$ 115,000*	*$ 115,000*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 7 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Note: Articles C – M authorize a total budget of:

School Committee	*Town Council*	*Warrant Committee*
$5,908,729	*$5,908,729*	*$5,908,729*

Note: Articles N & O raise funds for the Proposed School Budget

Article N **EDUCATION BUDGET: Essential Programs and Services –** To see what sum the voters of the Town of Bar Harbor will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act (State Recommends $3,911,453) and to see what sum the voters of the Town of Bar Harbor will raise as the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688 for the period July 1, 2016 to June 30, 2017.

***Explanation**: The Town of Bar Harbor's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.*

Recommendations:	*School Committee*	*Town Council*	*Warrant Committee*
State Subsidy	*$ 290,474*	*$ 290,474*	*$ 290,474*
Town's Minimum Share	*$3,620,979*	*$3,620,979*	*$3,620,979*
State's Essential Programs & Services Model	*$3,911,453*	*$3, 911,453*	*$3, 911,453*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Note: <u>Article O raises additional local funds recommended to support the proposed school budget</u>

Article O **EDUCATION BUDGET: Tax Cap Override -** To see what sum the voters of the Town of Bar Harbor will raise and appropriate in additional local funds for school purposes for the period July 1, 2016 to June 30, 2017, which exceeds the State's Essential Programs and Services allocation model by as required to fund the budget recommended by the school committee.

Written Ballot Vote Required

***Explanation**:*
The additional local funds are those locally raised funds over and above the Town of Bar Harbor's local contribution to the total cost of funding public

education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Town of Bar Harbor's budget for educational programs. The School Committee recommends the additional local funds shown below and gives the following reasons for exceeding the State's Essential Programs and Services funding model. The State funding model underestimates the actual costs to fully fund the proposed budget.

	School	*Town*	*Warrant*
Recommendations:	*Committee*	*Council*	*Committee*
Additional Local Funds	*$1,744,136*	*$1,744,136*	*$1,744,136*
Exceeding EPS by	*$1,665,783*	*$1,665,783*	*$1,665,783*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 13 to 0.

Note: Articles N & O raise a total town appropriation of:

School	*Town*	*Warrant*
Committee	*Council*	*Committee*
$5,365,115	*$5,365,115*	*$5,365,115*

Note: Article P summarizes the proposed school budget and does not authorize any additional expenditures

Article P **EDUCATION BUDGET: Total Expenditures-** To see what sum the voters of the Town of Bar Harbor will authorize the School Committee to expend for the fiscal year beginning July 1, 2016 and ending June 30, 2017 from the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

	School	*Town*	*Warrant*
Recommendations:	*Committee*	*Council*	*Committee*
	$5,908,729	*$5,908,729*	*$5,908,729*

The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 13 to 0.

Article Q **EDUCATION BUDGET: State, Federal, and Other Funds -** In addition to the amount in Articles C – P, shall the School Committee be authorized to expend such other sums as may be received from state or federal grants or programs or other sources during the fiscal year 2016-2017 for school purposes provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated?

Current Year Totals: $202,649

Recommendations:
The School Committee recommends adoption.
The seven member Town Council recommends adoption by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article R **MUNICIPAL BUDGET: Expenditures -** To see what sum the Town will raise and appropriate for the Municipal Budget for FY17 (7/1/16 TO 6/30/17).

Explanation:
This is the total amount that the Town Council is allowed to spend from all sources except grants and donations, as provided in Article U, and from reserve accounts.

Recommendations:	*Town Council*	*Warrant Committee*
Total Expenditures	*$10,937,924*	*$10,887,924*

The seven member Town Council recommends approval, by a vote of 7 to 0.
The 22 member Warrant Committee recommends approval.

Article S **MUNICIPAL BUDGET: Other Revenues -** To see what sum the Town will vote to reduce the amount to be raised by taxation by using estimated revenues and fund balance for the Municipal Budget for FY17 (7/1/16 TO 6/30/17).

Explanation:
In addition to property taxes, the Town receives other revenues from fees, licenses, excise taxes, etc., and we sometimes use monies left over from prior years (fund balance). The funds shown in this article reduce the amount of property taxes that have to be raised.

Recommendations:	*Town Council*	*Warrant Committee*
Other Revenues	*$3,885,107*	*$3,885,107*
Fund Balance	*$ 105,000*	*$ 105,000*

The seven member Town Council recommends approval, by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article T **MUNICIPAL BUDGET: Tax Cap Override** – To see if the Town will vote to increase the property tax levy limit of $*7,040,190* established for the Town of Bar Harbor by State law in the event that the Municipal Budget approved by the Town results in a tax commitment that is greater than the property tax levy limit.

Written Ballot Vote Required.

Explanation:
In 2005 the State Legislature passed a "tax reform" law known as LD#1. This bill created a maximum municipal tax levy based upon this year's tax, plus an allowance for personal income growth and the town's tax base growth due to new construction. However, LD#1 allows Bar Harbor voters to increase that tax cap with the approval of a simple majority of the voters at Town Meeting. The only requirement is that a secret vote must be taken by written ballot. Using the State's formula, the maximum tax levy for Bar Harbor's Municipal Budget is $7,040,190. As detailed in your copy of the annual Town Report, it appears that the proposed budget is $92,373 below the tax cap. However, due to the complexities of that law, a vote is still recommended to avoid any potential problems which may arise.

Recommendations:
The seven member Town Council recommends approval, by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article U **MUNICIPAL BUDGET: Grants and Donations** – In addition to the amount in Article R, shall the voters appropriate and authorize the Town Council to expend additional state, federal and other funds received during FY17 (7/1/16 TO 6/30/17) for municipal purposes, provided that such additional funds do not require the expenditure of local funds not previously appropriated?

Explanation:
From time to time, the Town Council receives funds from state and federal grants, and donations, as well as sources other than local tax dollars. This article gives the

Town Council the authority to spend such funds, as long as no local property tax dollars are required to match them, other than those already in the budget.

Recommendations:
The seven member Town Council recommends approval, by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article V **PREPAYMENT OF TAXES -** To see if the Town will vote to accept tax payments prior to the commitment date and to pay interest on said tax payments in the amount of 0% per year figured on a monthly basis until the tax commitment date is reached.

Explanation:
On rare occasions, taxpayers need to pay their taxes before they have been billed. The Town Treasurer cannot accept such early payments unless an article is passed.

Recommendations:
The seven member Town Council recommends approval, by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article W **TAX DUE DATE AND INTEREST RATE -** To see if the Town will vote that the first half taxes shall be due and payable on or before September 30, 2016 and that second half taxes shall be due and payable on or before March 31, 2017 and that interest shall be charged at the annual rate of 7.0% on any unpaid taxes due on September 30, 2016 beginning October 1, 2016 and on any unpaid taxes due March 31, 2017 beginning April 1, 2017.

Explanation:
The due dates proposed are essentially the same as last year. The proposed interest rate is the highest allowed by State Law to encourage taxes to be paid on time.

Recommendations:
The seven member Town Council recommends approval, by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Article X **OVERPAYMENT OF TAXES -** To see if the Town will vote to establish the interest rate to be paid to a taxpayer who is determined to have paid an amount of

real estate taxes in excess of the amount finally assessed for 2016 at 3.0% per year on the amount of overpayment.

Explanation:
If a taxpayer wins a tax appeal against the Town, we must pay them interest on the amount of the difference. We are required by law to set that amount each year. We are suggesting the lowest interest rate allowed by law, which is 4% less than what we charge for late payments.

Recommendations:
The seven member Town Council recommends approval, by a vote of 6 to 0.
The 22 member Warrant Committee recommends approval by a vote of 16 to 0.

Election of Town Officers

Action on the following articles will be at the Town Election with
Polls Open Tuesday, June 14, 2016, from 8:00 a.m. to 8:00 p.m.
Municipal Building Auditorium

Article 1 - ELECTION OF OFFICERS - To elect Town Officers as are required to be elected by secret ballot.

Article 2 - 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.

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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 3 - 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 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.

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 4 - 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 <u>underlined</u>.]

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; <u>automobile sales lot; automobile repair garage.</u>

§ 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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 5 - 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.

(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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 6 - 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.

(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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 7 - 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 <u>underlined</u>.]

Chapter 125 , LAND USE ORDINANCE

ARTICLE XII Construction and Definitions

§ 125-109 Definitions.
The following terms shall have the following meanings:…

<u>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:</u>

<u>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.</u>

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.

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").

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 8 - 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 <u>underlined</u>.]

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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 9 - 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 <u>underlined</u>.]

Chapter 125 , LAND USE ORDINANCE

ARTICLE XIII Design Review

§ 125-112 Applicability of design review.

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 <u>I</u> District; <u>Downtown Village II District;</u> the Shoreland General Development I District; <u>Shoreland General Development II District;</u> the ~~Bar Harbor~~ <u>Village</u> 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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 10 - 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.*

RECOMMENDATIONS:
The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

Article 11 - LAND USE ORDINANCE AMENDMENT: Signs and advertising – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to 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:

Posted Speed Limit (miles per hour at location of sign)	**Maximum Sign Area (square feet)**
Less than 30	4
30 to 49	8
50 or more ~~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 Area ~~Size~~ (square feet)**
Less than 30 ~~25 or under~~	24
30 to 49 ~~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.*

RECOMMENDATIONS:

The 5 member Planning Board recommends adoption by a vote of 5 to 0.
The 22 member Warrant Committee recommends adoption by a vote of 16 to 0.

The polls will be open from 8:00 a.m. until 8:00 p.m. on Tuesday, June 14, 2016 for election of Town officers and referendum. Absentee ballots will be processed the day before Election Day, June 13th starting at 9:00 a.m. and on Election Day every hour on the hour starting at 9:00 a.m. until 8:00 p.m. ***The last day to request an absentee ballot or to cast a ballot in person at the Municipal Building, prior to Election Day, is Thursday, June 9th.***

The Registrar of Voters of the Town of Bar Harbor hereby gives notice that she or her designee will be at the Municipal Offices on Monday through Friday from 8:30 a.m. to 5:00 p.m., except holidays, at town meeting, and poll hours on Election Day for the registration of persons desiring to register for this election. Must provide proof of identity and official document showing physical address, not a post office box. A Maine Driver's license with current physical address would satisfy both requirements.

Given under our hands this nineteenth day of April 2016.

Municipal Officers of the Town of Bar Harbor

Paul A. Paradis, Chair	Gary Friedmann, Vice Chair
Anne R. Greenlee	Peter St. Germain
Burt O. Barker	David Bowden

J. Clark Stivers

Attest:
A true copy_____
Town Clerk of Bar Harbor, ME

CONSTABLE'S RETURN

By virtue of the within Warrant to me directed, I have warned and notified the inhabitants of the Town of Bar Harbor to assemble at the time and place and for the purposes therein named by posting attested copy of the within Notice on the Bulletin Board, Municipal Offices, being conspicuous public place within said Town on the _____ day of _____ in the year of our Lord Two Thousand and Sixteen.

Attest: _____
Constable of the Town of Bar Harbor

Attest: A true copy _____
Patricia A. Gray, Town Clerk of Bar Harbor, ME

VI. C

memo

Town of Bar Harbor

To: Town Council
From: Pat Gray
CC: Cornell Knight
Date: 4/13/2016
Re: Appointment of Election Clerks for the next 2 years

As required by 21-A MRSA section 503.1, every two years the local municipal caucus' nominations for election clerks are approved by the Municipal Officers no later than May 1st. In addition to, or if there are no nominations by the local caucus, the Municipal Officers may appoint any registered voter.

Please consider the appointment of the following registered voters.

Democratic Party:

Hannah Bouchard	Sharon Colson
Valerie Davis	Elisa DeMuro
Deborah Dyer	Richard Hirte
Noreen Hogan	Elizabeth Hubbell
James Linnane	Alice Long
Karen A. McFarland	John O'Brien
Anna Ryan	Burt Wartell
Lucy Witt	

Republican Party:

Joan Allen	Sherri Alley
Karen Benore	Susan M. Blaisdell
John Cunningham	Edwin Garret IV
Marlene Hurd	Joey (Lyman) Kane
Arnold Lundquist	James Riley, Jr.
Charles Saul	Suzanne Saul
Marcy Willow	

Unenrolled:

Jill Goldthwait	Richard Sassaman	Mary Opdyke

VI.D 1

Town of Bar Harbor

Application for Bus/Carriage-for-Hire/Limousine/Taxicab/Pedicab License

FEE SCHEDULE

Taxi, Carriage-for-Hire and Pedicab (1 – 14 passengers)	$65
Limousine and Bus (15 or more passengers)	$119

Owner's Name: OLi's Trolley Inc d/b/a: _____

Address: PO BOX 794 Bar Harbor ME 04609

Phone (land): 207 288 9899 Phone (cell): 207 266 5847

List all drivers and their Maine Driver's License Number below (use back of application if more space is necessary)

Name: _____ ME Driver's Lic #: _____

Name: _____ ME Driver's Lic #: _____

Name: See Attached ME Driver's Lic #: _____

Name: _____ ME Driver's Lic #: _____

List all the vehicles you wish to include in this application (use additional sheet if more space is necessary)

Type of Vehicle Bus/Carriage/Limo/Taxi/Pedicab	Year/Make/Model/Serial or VIN	# Seats	Own or Lease
	See ATTACHED		

I hereby agree to abide by Chapter 40 of the Bar Harbor Town Code as well as all applicable laws, statutes, ordinances and regulations related to the operation of Buses, Carriages-for-Hire, Limousines, Taxicabs and Pedicabs.

Owner's Signature O'Malley Date 2/29/16

For official use:

Approvals:

Police Department _____ Date 4.6.16

Town Clerk, Fee Paid EBM Date 4-7-16

Proof of Insurance (DEC page with VIN) EBM Date 4-7-16

Copy of Chapter 40 of the Bar Harbor Town Code provided ☐

Revised 03/18/2015

VI.D2

Town of Bar Harbor

Application for Bus/Carriage-for-Hire/Limousine/Taxicab/Pedicab License

FEE SCHEDULE

Taxi, Carriage-for-Hire and Pedicab (1 – 14 passengers) **$65**

Limousine and Bus (15 or more passengers) **$119**

Owner's Name: CRAIG WOOD d/b/a: BAR HARBOR COASTAL CABS

Address: 30 OAK STREET

Phone (land): 207-288-1222 Phone (cell): 207-460-6270

List all drivers and their Maine Driver's License Number below (use back of application if more space is necessary)

Name: CRAIG WOOD ME Driver's Lic #: [redacted]

Name: _____ ME Driver's Lic #: _____

Name: _____ ME Driver's Lic #: _____

Name: _____ ME Driver's Lic #: _____

List all the vehicles you wish to include in this application (use additional sheet if more space is necessary)

Type of Vehicle Bus/Carriage/Limo/Taxi/Pedicab	Year/Make/Model/Serial or VIN	# Seats	Own or Lease
TAXI	2010 DODGE GRAND CARAVAN (2D4RN4DE2AR181747)	7	OWN

I hereby agree to abide by Chapter 40 of the Bar Harbor Town Code as well as all applicable laws, statutes, ordinances and regulations related to the operation of Buses, Carriages-for-Hire, Limousines, Taxicabs and Pedicabs.

Owner's Signature _____ Date 4/8/2016

For official use:

Approvals:

Police Department _____ Date 4.11.16

Town Clerk, Fee Paid paid Date 4.12.16

Proof of Insurance (DEC page with VIN) paid Date 4.12.16

Copy of Chapter 40 of the Bar Harbor Town Code provided ☑

Revised 03/18/2015

VI.E1

Memo

To: Town Council; Cornell Knight, Town Manager

From: Sarah Gilbert, Tax Collector

CC: Stan Harmon, Treasurer

Date: April 6, 2016

Re: Property Tax Write Offs

Every year at this time the Tax Collector requests permission to write off remaining small balances in the outstanding tax files--our request this year remains at balances of $10.00 or less. In 2014, we wrote off $213 from 151 accounts. In 2015 we wrote off $206 from 172 accounts, I anticipate a similar amount to last year.

A little historical background on this procedure--the reason for the request is that it would not be prudent or cost effective to attempt lien procedures with its inherent administrative time and costs in trying to collect these very minor accounts...neither would it be particularly taxpayer friendly to lien someone's home or business for a $4.00 remaining tax balance. Many of these small amounts remain simply due to tax payments coming in late by a day or two, or by a discount erroneously taken by the taxpayer. Please note that the Finance Office does make a reasonable effort to notify taxpayers that there is a residual balance remaining and many do pay in response.

The Assessor can only abate for an error in assessment or ownership, thus leaving the Town Council with the exclusive authority to allow any other abatement or write offs prior to starting the tax lien process. I would like to formally request that authority once again.

Order, that the Tax Collector and Treasurer have the discretionary authority to write off any residual tax balances up to $10.00.

Tel (207) 288-5096/Fax (207) 288-4468

VI.E2

Memo

To: Stan Harmon, Finance Director

From: Sarah Gilbert, Tax Collector

Date: 4/13/2016

Re: Request to Abate Personal Property Taxes

I would like to request the Town Council abate the attached past due Personal Property Taxes. I feel these accounts, dating from 2012 to 2014, are uncollectable as none are currently doing business in Bar Harbor and I haven't received replies to any of my correspondence requesting payment. Assessor Justin VanDongen further informed me that their office does not have on file the Personal Property Declaration forms, which indicates that these accounts were likely transferred over from an older year when they were once active. Please see attached spreadsheet detailing the owner, tax amount and tax year, along with a brief description why tax is uncollectible.

Under Maine Revised Statute Title 36, Section 841, only the Town Council may abate taxes one year after date of commitment. A suggested order would be to: move to abate Personal Property Taxes deemed uncollectible that are listed in the Tax Collector's 4/12/16 memorandum.

Tel (207) 288-5096/Fax (207) 288-4468

Town of Bar Harbor
Personal Property Taxes Request to Abate

Account	Name	Address	Nature of Business	2012	2013	2014	Reason to Abate	
100150	McFarland, William	8 Cottage Street	Consulting	$174.27			No Longer in Business	
106210	Randonnee Café	37 Cottage Street	Restaurant	$243.54	$18.22	$20.44	No Longer in Business	
105360	Town Hill Bistro	State Highway 102	Restaurant		$66.26	$119.57	No Longer in Business	
104500	Mohr Signs	State Highway 102	Signage Co			$10.22	No Longer in Business	

Total

$417.81 $84.48 $150.23

VI. F

MOUNT DESERT POLICE DEPARTMENT
BAR HARBOR POLICE DEPARTMENT

James K. Willis, Chief of Police
jwillis@mdpolice.org

BHPD
Lt. David Kerns
37 Firefly Lane
Bar Harbor, Maine 04609
Tel: 207-288-3391
dkerns@barharbormaine.gov

MDPD
Lt. Kevin Edgecomb
21 Sea Street, PO Box 248
NE Harbor, ME 04662
Tel: 207-276-5111
kedgecomb@mdpolice.org

Date: April 12, 2016
To: Town Manager Cornell Knight
From: Chief James Willis
Subject: Update on Little A's Special Amusement Permit

Since Little A's Special Amusement permit was approved by the Town Council, we have not received any complaints about noise there.

Officer Soren Sundberg has been assigned as liaison to the owners of Little A's and surrounding properties. As part of his proactive efforts, Officer Sundberg met with the owner of Little A's, Sal Clouse and learned of steps he is taking for noise mitigation. Sal explained how he installing insulation, reworking some windows and has installed new air conditioning to help keep the noise from being too loud. Officer Sundberg will continue meeting with Sal, visiting the establishment, its neighbors and working with our other officers to stay informed and help involved parties resolve any issues that may arise.

If and when necessary, we will use the process outlined in outlined in the town's ordinance relating to Special Amusement Permits, which calls for us to use our noise meter and follow through with warnings for violations. When substantiated violations are documented, Town Council is notified as part of our regular process.

VI. G

Memo

To: Stan Harmon, Treasurer

From: Sarah M. Gilbert, Tax Collector

Date: 4/13/2016

Re: Quit Claim Deed for Andre L. Lozano

On October 10, 2015, The Town of Bar Harbor foreclosed on Andre Lozano's 11 High Street property, due to a matured 2013 Sewer Lien, recorded on April 10, 2014. On 3/10/2016, Mr. Lozano's mortgage holder paid the outstanding sewer charges in full as well as all real estate taxes outstanding. I am requesting the Town Council vote to authorize the Town Manager to sign a Quit Claim Deed, releasing the Town's interest in the property, which I have attached.

Thank You.

Tel (207) 288-5096/Fax (207) 288-4468

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

The Inhabitants of the Municipality of the Town of Bar Harbor, a body corporate and politic located in Hancock County, State of Maine, for consideration paid, does hereby acknowledge, release, convey and forever quitclaim unto:

Andre L. Lozano

a certain parcel of land and buildings, located thereon, in the Municipality of Bar Harbor, Hancock County, State of Maine, identified as follows:

Tax Map 104, Lot 311
Property Location: 11 High Street, Bar Harbor, Hancock County, Maine

This deed is given for the purpose of releasing and conveying any and all rights which this grantor may have acquired by virtue of the following sewer liens which were imposed against the above property and recorded in said Registry of Deeds as follows:

Book 6201, Page 263	**Recorded on**	**4/10/2014**
Book 6235, Page 273	**Recorded on**	**6/13/2014**
Book 6298, Page 81	**Recorded on**	**10/15/2014**
Book 6345, Page 189	**Recorded on**	**1/29/2015**
Book 6397, Page 89	**Recorded on**	**6/1/2015**
Book 6438, Page 94	**Recorded on**	**8/7/2015**
Book 6473, Page 179	**Recorded on**	**10/21/2015**
Book 6501, Page 72	**Recorded on**	**12/18/2015**

The Inhabitants of the Municipality of Bar Harbor have caused this instrument to be signed in its corporate name by Cornell Knight, its Town Manager, thereunto duly authorized.

Witness my hand and seal this 19th day of April, 2016.

INHABITANTS OF TOWN OF BAR HARBOR

By:_____
Cornell Knight, Town Manager

STATE OF MAINE
HANCOCK COUNTY, ss. April ___, 2016

Personally appeared before me the above-named Cornell Knight, Town Manager of the Municipality of Bar Harbor, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Inhabitants of said Municipality.

_____
Notary Public
Printed Name:_____
My Commission Expires:_____

VII.A1

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: April 4, 2016 Application Type: ☐ New ☒ Renewal Permit Number: _____

Applicant: Barbara Maffucci (Name) Applicant's Address: _____ (Mailing Address)

Business Name: Mainely Meat BBQ Business Address: 15 Knox Road (Physical Address in Bar Harbor)

Type of Business: Brewery-BBQ (Restaurant, Bar, Nightclub, etc.) Location to be used: 15 Knox Road (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:

amplification denied 4/16/13

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.

_____
Applicant's Signature

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

_____
Patricia A. Gray, Town Clerk

Revised 04/09/2015

VII, A 2

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: April 4, 2014 Application Type: ☐ New ☒ Renewal Permit Number: _____

Applicant: David F. Closson (*Name*) Applicant's Address: 614 Bayside RD Ellsworth, ME 04605 (*Mailing Address*)

Business Name: Kebo Valley Golf CLub Business Address: 136 Eagle Lake Rd Bar Harbor ME 04609 (*Physical Address in Bar Harbor*)

Type of Business: Golf & Restaurant (*Restaurant, Bar, Nightclub, etc.*) Location to be used: Same as Above (*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.

_____
Applicant's Signature

The Municipal Officers of Bar Harbor hereby ☐ approve ☐ deny this application on _____ (*Date*)

_____
Patricia A. Gray, Town Clerk

Revised 04/09/2015

VII.A3

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: 4-6-16 Application Type: ☐ New ☑ Renewal Permit Number: _____

Applicant: Fishmeal Inc (Name) Applicant's Address: P.O. Box 189 Hulls Cove (Mailing Address)

Business Name: Cherry Stones Business Address: 165 Main Street (Physical Address in Bar Harbor)

Type of Business: Restaurant (Restaurant, Bar, Nightclub, etc.) Location to be used: Upstairs Dining Room / Down Stairs Dining Area (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.

_____
Applicant's Signature

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

_____
Patricia A. Gray, Town Clerk

Revised 04/09/2015

VII, A4

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: 4-6-16 Application Type: ☐ New ☑ Renewal Permit Number: _____

Applicant: Fishmaine Inc (Name) Applicant's Address: P.O. Box 189 Hulls Cove 04644 (Mailing Address)

Business Name: Bar Harbor Beer Works Business Address: 119 Main Street (Physical Address in Bar Harbor)

Type of Business: Restaurant, Bar, Nightclub (Restaurant, Bar, Nightclub, etc.) Location to be used: Upstairs Dance Area Down Stairs Dining Room (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.

[signature]
Applicant's Signature

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

_____
Patricia A. Gray, Town Clerk

Revised 04/09/2015

VII.A5

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: 3/30/16 Application Type: ☐ New ☒ Renewal Permit Number: _____

Applicant: BHTC 111, LLC (Name) Applicant's Address: 1000 Market Street, Suite 300, Portsmouth, NH 03801 (Mailing Address)

Business Name: Bar Harbor Club & Spa Business Address: 111 West Street ,Bar Harbor, ME (Physical Address in Bar Harbor)

Type of Business: Restaurant/Lounge (Restaurant, Bar, Nightclub, etc.) Location to be used: all areas permitted within the club (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.

Richard C. Ade, Manager
Applicant's Signature

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

_____
Patricia A. Gray, Town Clerk

Revised 04/09/2015

VII. A6

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: 04/07/2016 Application Type: ☐ New ☐ Renewal Permit Number: _____

Applicant: Heather D. Martin (Name) Applicant's Address: % Criterion Theatre @ 35 Cottage St. (Mailing Address)

Business Name: The 1932 Criterion Theatre Business Address: 35 Cottage St. (Physical Address in Bar Harbor)

Type of Business: Theatre (Restaurant, Bar, Nightclub, etc.) Location to be used: 35 Cottage St (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.

Heather D Martin
Applicant's Signature

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

_____
Patricia A. Gray, Town Clerk

Revised 04/09/2015

VII, A7

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: 4/8/16 Application Type: ☒ New ☐ Renewal Permit Number: _____

Applicant: Galyn's Galley (Richard + Gail Geiser) Applicant's Address: PO Box 411 Bar Harbor ME 04609
Name *Mailing Address*

Business Name: Galyn's Galley Business Address: 17 main st Bar Harbor
Physical Address in Bar Harbor

Type of Business: Restaurant Location to be used: Second floor
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.

We are requesting a permit for a one day event on 5/12/16

_____
Applicant's Signature

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

_____
Patricia A. Gray, Town Clerk

Revised 04/09/2015

VIII. A

MEMORANDUM

To: Cornell Knight, Town Manager
From: Bob Osborne, Planning Director
Subject: Cruise Ship Committee Recommendation for Economic Study of Cruise Passengers in Bar Harbor
Date: April 6, 2016

The Cruise Ship Committee voted unanimously to recommend to the Town Council that the University of Maine provide a proposal to study the economic impact of cruise ship passengers in Bar Harbor with a budget not to exceed $10,000. (Subsequently the Maine Port Authority has agreed to share up to $4,000 of that cost). Below are the draft minutes of the March 10, 2016 Cruise Ship Committee regarding that item:

V. REGULAR BUSINESS

A. ***Discussion with U Maine's Todd Gabe for Economic Study***

Todd Gabe and James McConnon, Jr. spoke about their experience and knowledge concerning gathering information on the economic impacts of cruise ship passengers in both Bar Harbor and Portland, Maine.

Mr. Gabe discussed the 2002 Bar Harbor, Maine study. There was $12.1 million in local sales revenue which equates to an average of $85.00 per passenger and up to $106.00 per cruise sponsored excursion tourist. There were 64 ships that year. Eight ships were surveyed with 2,332 survey forms and a 46% response rate.

Mr. Gabe indicated that the 2008 Portland, Maine study showed similar impacts. There was an $8 million local sales revenue impact which equates to $81.00 per passenger and up to $110.00 per cruise sponsored excursion tourist.

The Committee discussed ideas that a new survey could look at. There are larger ships and more passengers than in the past. How do we get good information on where passengers go and what they purchase and how they choose to dine.

Mr. Dobbs stated that last year was down for retailers in Bar Harbor. The question was to look at vessels origin and to target questions. Why this cruise? Why Bar Harbor? Spending details? Canada, Europe, New York, others?

The Committee discussed how to get a proposal.

Mr. Paradis suggested that the Committee recommend to the Town Council that the University of Maine School of Economics provide a proposal on cruise ship impacts and then made that a motion. Mr. Dobbs seconded the motion. Mr. Paradis clarified that the request would be for Cruise Ship funding not to exceed $10,000. It was also suggested that the Council could explore participation with other entities.

The Committee voted unanimously in favor of the motion.

VIII.B1

Memo

To: Cornell Knight, Town Manager

From: Chip Reeves, Public Works Director

Date: April 11, 2016

Re: Temporary Pay As You Throw

As requested attached are cost analysis of the above referenced program. Also attached is a site sketch plan of the anticipated layout utilizing temporary scales.

Cost Analysis
As you will note in the attached cost analysis the net revenues anticipated for the 7 month trial period is $228,169. We've estimated that the cost to set up the scales and associated site work at $65,820 which includes the rental of the scales. I'll discuss the site plan in more detail below. We remain conservative in our estimating. Tonnages are based on last year's actuals with no assumptions regarding reduced volumes.

Site Plan Sketch
Shown on the sketch is the temporary scales shown set up between the transfer station and the telephone pole located in the middle of the yard. Vehicles will get weighed prior to dumping and again after. We expect traffic flow to continue in a counter clockwise direction.

We are also planning on relocating the entrance into the recycling area which is conceptualized in the master plan. This will allow for better visibility for traffic exiting the area. We are also including additional fence work which will allow the loading of outbound recycled materials to occur at the loading dock on the north side of the recycling building rather than the east loading dock which inhibits the flow of traffic through the yard.

Private Hauler
As requested I consulted with Gott's Disposal who is the primary contractor who delivers materials to our facility. They weighed the trash in a 6 CY yard container from their store which enabled me to develop Table 1 below showing estimated costs for container rental and service, including disposal costs at $95/ton. You will note two scenarios which are servicing the dumpster once per week or six times per week. I have to point out that these estimates were developed here and by no means commit Gott's, or any other contractor to these rates or rate structure.

Table 1

Size/CY	Rental/Mo	Pick-up Fee	Est Tonnage	Tip Fee Costs	Est Cost/Mo 1 PU/WK	Est Cost/Mo 6 PU/WK
2	$ 18.00	$ 9.00	0.143	$ 13.59	$ 108.34	$ 560.04
4	$ 21.00	$ 12.00	0.28	$ 26.60	$ 175.40	$ 947.40
6	$ 23.00	$ 13.00	0.43	$ 40.85	$ 238.40	$ 1,315.40
8	$ 29.00	$ 16.00	0.573	$ 54.44	$ 310.74	$ 1,719.44
10	$ 33.00	$ 21.00	0.72	$ 68.40	$ 390.60	$ 2,178.60

Other issues discussed with Gott's was the fact that many of their customers would be locking their dumpsters, including the Town. You can imagine the size of the key rings Gott's drivers will need to manage. Additionally some customers may choose not to share keys which will require special scheduling to arrange for dumpster service. Commercial haulers will be billed by the Town at least twice per month while smaller pickup truck loads will pay on site with either a debit or credit card.

Another nuance could be residential customers may choose not to purchase bags and continue to hire a private hauler to deliver their waste to the transfer station. Potentially this could require an additional truck route in order to provide service for customers who choose to purchase bags and/or another for those who choose not to purchase bags.

We've estimated that approximately 220 tons of waste is generated through our public trash cans per year. That being said, the revenue raised during this 7.5 month trial period will not offset 100% of the operating costs (revenue neutral/budget neutral suggestions were made) but the shortfall of approximately $35,639 can be explained by it representing all Town produced MSW (trash cans, dumpsters, etc.) and thus should remain on the tax base.

In closing should Council choose the trial PAYT, staff recommends net revenues raised this year should be set aside to offset anticipated bonding needs for the master plan implementation.

Call with questions.

4/11/2016

Town of Bar Harbor

(7.5 mos. Costs) **PAYT - PPBag Cost analysis**

#79 Solid Waste Actual Costs:			Allocated Exps		
Operating Costs:			Nov 1 2014 - Jun 15 2015	(actual allocated costs)	
Wages		$	86,122		
PERC		$	175,642		
(act costs from SW)					
all Other Costs; incl. MRC reimb		$	16,600		
Total per Financials		$	278,364		
PR Benefits -35%	0.35	$	30,143		
CIP & Ins. - 63% of Bud	*(7.5 mo)*	$	7,542		
Recycling Rev's		$	(33,730)		
Total Allocated Operating costs		**$**	**282,319**		
Revenues:					
Com Tons Shipped:	Com Rev	$	(155,895)	1641	$95 commercial TIP revenues
		$	126,424		*required to be recovered thru RES ppb fees*
RES Tons Shipped:				596	residential tons 1,192,000 lbs
large $2.00 bags -60%	40,650		81,300		Conversion to bags: large 30 gal. = 22lbs
small $1.00 bags-40%	27,100		27,100	40%	small 15 gal. = 11lbs
	PPB Rev	$	(108,400)	PPBag revenue received 7.5 mos trial period	
Less: WasteZero bag costs & Adm fees:		$	17,615	0.30 large bag	0.20 small
				894,300 lbs	298,100 lbs
Recap of 7.5 Month trial period:					
Com Revenues		$	(155,895)		
RES PPB Revenues		$	(108,400)		
Wzero Adm/bag costs		$	17,615		
Gross Revenue Received:		$	(246,680)	Transfer to Solid Waste Reserve in FY17 to reduce FY18 borrowing for Transfer Sta bonding	
Revenue Neutral during trial period?					
Estimated Allocated Operating costs:		$	282,319	*7.5 months*	
Estimated Revenue during test period:		$	(246,680)	*7.5 months*	
		$	35,639	within 12%; many variables	
One time capital costs-scales, etc.		$	65,820	may need a subsequent budget transfer	
(not included in oper. costs above)					

3/15/2016

Town of Bar Harbor

PAYT - PPBag Cost analysis Utilizing FY2015 Actual numbers

#79 Solid Waste Actrual Costs:		November 1st	May 31st	June 30th	8 Mos. Exp	less 1/2 mo.	Allocated Exps Nov 1 2014 - Jun 15 2015	
Wages		$ 54,020	$ 133,574	$ 146,709	$ 92,689	$ 6,568	$ 86,122	
PERC		$ 205,217	$ 349,300	$ 400,109	$ 194,892	$ 25,405	$ 175,642	Per Suz. (act)
(accounting est pro-rata)						$ 169,488		
all Other Costs; incl MRC Reimb		$ 34,513	$ 37,907	$ 64,318	$ 29,805	$ 13,206	$ 16,600	
Total per Financials		$ 293,750	$ 520,781	$ 611,136	$ 317,386	$ 45,178	$ 278,363	
PR Benefits -35%	0.35	$ 18,907	$ 46,751	$ 51,348	$ 32,441	$ 2,299	$ 30,143	
CIP & Ins. - 63% of Bud							$ 7,542	
Recycling Rev's							$ (33,730)	
Total Allocated costs		$ 312,657	$ 567,532	$ 662,484	$ 349,827	$ 47,476	$ 282,318	

PAYT

Temporary Install Cost

6-Apr-16

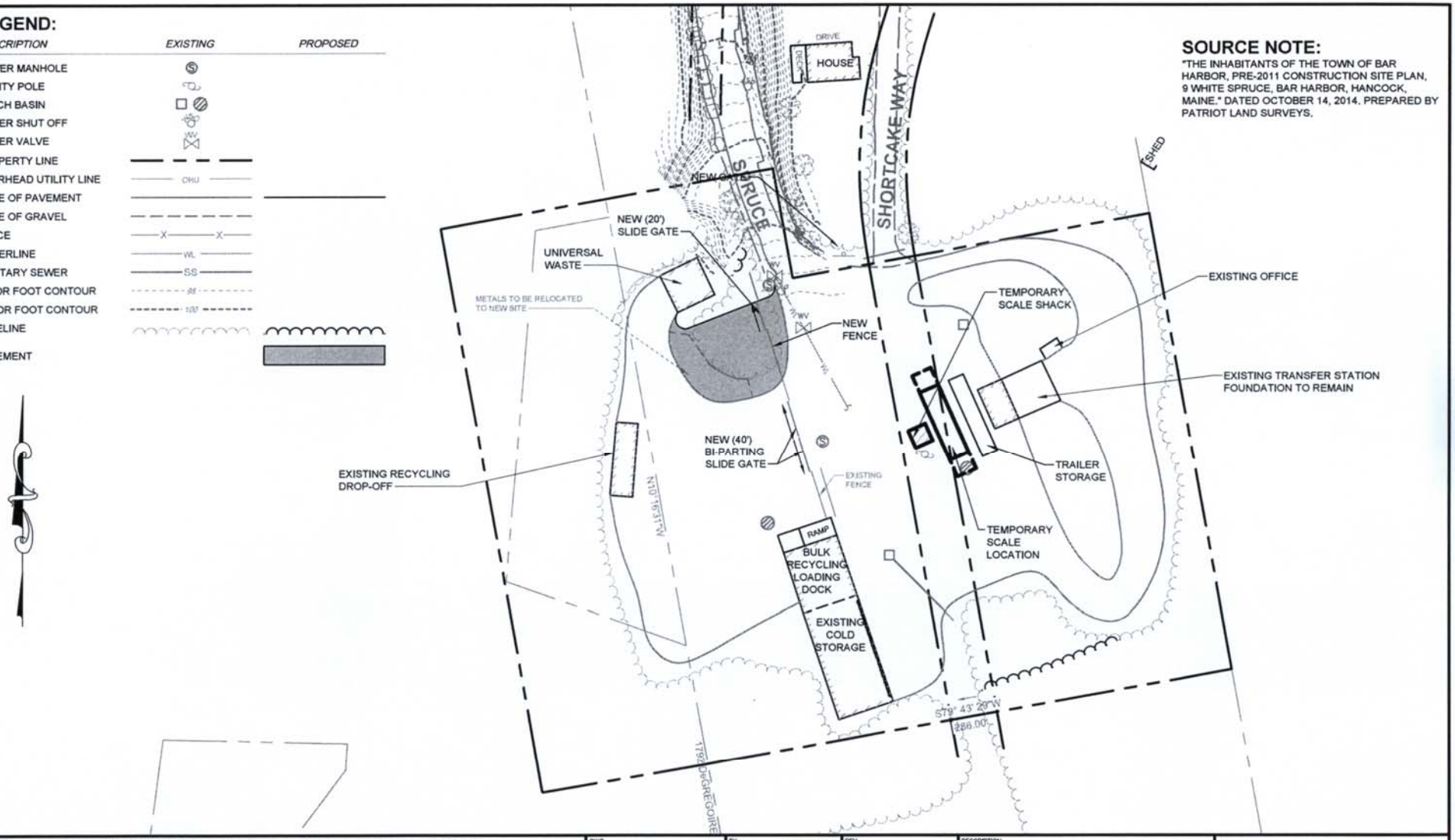
Scales	$	31,000
Electrical	$	5,000
Demo Metals Pad	$	2,000
Misc Site Demo	$	2,500
Prep for Scale	$	500
Scale House	$	2,500
Fence Work	$	15,000
Paving	$	7,320
	$	65,820

LEGEND:

DESCRIPTION	EXISTING	PROPOSED
SEWER MANHOLE	S	
UTILITY POLE		
CATCH BASIN		
WATER SHUT OFF		
WATER VALVE	WV	
PROPERTY LINE		
OVERHEAD UTILITY LINE	OHU	
EDGE OF PAVEMENT		
EDGE OF GRAVEL		
FENCE	X X	
WATERLINE	WL	
SANITARY SEWER	SS	
MINOR FOOT CONTOUR	88	
MAJOR FOOT CONTOUR	100	
TREELINE		
PAVEMENT		

SOURCE NOTE:

"THE INHABITANTS OF THE TOWN OF BAR HARBOR, PRE-2011 CONSTRUCTION SITE PLAN, 9 WHITE SPRUCE, BAR HARBOR, HANCOCK, MAINE." DATED OCTOBER 14, 2014. PREPARED BY PATRIOT LAND SURVEYS.



PROJECT TITLE: TOWN OF BAR HARBOR - TRANSFER STATION BAR HARBOR, MAINE	DWG: C101	BY: BTH/CWS	REV:	DESCRIPTION:	CES INC Engineers + Environmental Scientists + Surveyors
SHEET TITLE: TEMPORARY PLAN CONCEPTUAL SKETCH	JN: 10156.002	DATE: 4/8/2016	REV DATE:		
	SCALE: 1" = 50'	APPROVED BY:	ISSUE:	DESCRIPTION:	
		CHECKED BY:	ISSUE DATE:		

VIII. B

Bar Harbor Conservation Commission

To: Bar Harbor Town Council
From: Bar Harbor Conservation Commission
CC: Bar Harbor Town Manager
Date: April 12, 2016
Re: Pay-As-You-Throw FAQ Sheet

Memo

The Bar Harbor Conservation Commission voted unanimously on April 11th, 2016, to send educational materials on Pay-As-You-Throw programs to the Bar Harbor Town Council in the form of a Frequently Asked Questions (FAQ) sheet. The information on the sheet was researched and compiled by a Conservation Commission member and presented to the commission during their March 14th meeting. The committee members edited and reviewed the document, and approved it to be sent to the Town Council. We are providing this document to be used by the Council as an educational material to be disseminated to the public. It could be available to attendants of the Public Hearing on April 19th, for example. Please find the FAQ sheet attached to this memo.

Sincerely,

Erickson Smith, Secretary
Bar Harbor Conservation Commission

Pay As You Throw – Frequently Asked Questions

Prepared for the Town of Bar Harbor, ME

What is PAYT?

- A waste management method currently used by 1/3 of Maine residents. (WasteZero 2015; BDN 7/9/15)
- US EPA describes PAYT as "proven to be the single most effective way to reduce residential solid waste, increase recycling and decrease waste-related greenhouse gas emissions." (EPA webpage 2016)

How does PAYT work?

- Municipal waste disposal is a public good that municipalities are required to provide for residents in Maine, like police and fire services. (BDN 1/8/16)
- PAYT is based on the notion that those who use a public good more should pay more, as with water and electricity.

How does PAYT manifest in Maine?

- Most PAYT systems have residents pay based on volume.
    - The most common method is to set fees for different size trash bags bought at retail locations.

Municipality	Small	Medium	Large
Rockland	$.75 (12 gal)	$1.50 (22 gal)	$2.25 (33 gal)
Presque Isle			$.60 (33 gal)
Eliot, Waterville	$1.25 (15 gal)		$2.00 (30 gal)
Sanford	$1.00 (8 gal)	$1.25 (15 gal)	$2.00 (33 gal)
Biddeford		$1.50 (15 gal)	$2.00 (30 gal)
Brewer*		$1.25 (15 gal)	$2.00 (30 gal)

Sources: Town websites

*Brewer pays the sales tax on behalf of residents (Brewer website)

Why would a town want to use PAYT?

The main goals are to reduce municipal solid waste volume, weight, and costs.

Municipality	Volume Reduction since	% of national per capita

	Institution of PAYT	disposal rate
Sanford	42%	34.7%
Eliot	57%	33.8%
Waterville	53%	36.1%
State Average	40-55%	--

Source: WasteZero Success Stories web page

- Portland, ME: recycling rate increased by 30% after PAYT. (BDN 1/13/16)
- Brewer, ME: recycling volume increased by 285% after PAYT. (BDN 7/9/15)
- To reduce waste disposal costs: traditional MSW costs consistently rank between the 3rd and 5th greatest expense to Maine municipalities. (UMaine 2015)
    - $800,000+ for Bar Harbor in FY2016. (WasteZero 2015)
- To follow Maine legislature's mandate to have 50 % recycling by 2009:
    - 1989: Maine state legislature mandates state to boost recycling by 50% in 20 years. 26 years later, we are barely over 40%. (BDN, 7/9/15)

Is it possible to reduce waste

- Yes, it is possible. 22% of Maine MSW can be recycled and 43% of Maine MSW can be composted. (UMaine 2011)
- Fiberight encourages municipalities to sort their recyclables before delivery of MSW to their facilities to minimize contamination of recyclables as well as to save time and energy spent on sorting at the facility. (Fiberight FAQ page 2016)

What do people using PAYT think about it?

In 2014 UMaine conducted a PAYT survey with residents from 172 communities.

- 74% of residents in PAYT towns reported they recycled more with PAYT
- 22% reported composting more
- 32% reported consciously purchased products with less packaging. (Blackmer 2014)

Why do PAYT in Bar Harbor?

It is more equitable to charge for MSW disposal as a utility, rather than a tax.

- Bar Harbor's MSW disposal is paid for through property tax revenues – approximately 3-5%. (Gary Friedman, Town Council)
    - Property owners are paying for the entire town's disposal.

        - By using property tax, the amount one pays for disposal is based on the value of their property, not on how much one disposes.
        - Funding MSW disposal through property taxes subsidizes the waste of those who do not pay property tax.
- PAYT would bring the entire town into paying the cost of MSW disposal, and would incentivize waste reduction by charging all entities proportionally by the amount of MSW they produce.
- PAYT gives individuals the power to control how much they spend on their waste disposal in two ways. (BDN 1/13/16)
    - Pre-disposal: bag purchases, practices at home
    - At disposal: diversion of materials (recycling infrastructure) at transfer station
- The potential savings of the town, through bag sale revenues, recycling revenues, and reduced volume to transport and dump, etc. is projected to save the town $700,000+. (WasteZero 2015)
- The money saved can be spent on public infrastructure, our schools, and so many other services that can greatly improve the town's quality of life.

Concerns with PAYT

- Illegal dumping (avoiding disposal fees)
    - Presque Isle is only town in Maine that has had a serious issue since PAYT was instituted (BDN 5/12/13). However, there is no data to demonstrate this, only anecdotal evidence.
- PAYT could disproportionately disadvantage the poor/those on a fixed income. (BDN 1/8/16)
    - UMaine 2014 PAYT survey found that while the economically stressed used larger bags on average and generated more waste, UMaine also found that this bracket had greater decreases in waste under PAYT. (Blackmer 2014)
    - Survey found that respondent's income did not matter in their impression of PAYT.
        - It may be reasonable to allow food stamps to be spent on bags, or to subsidize the bag purchases of those living below the poverty line, or those on social security.

Is it possible?

	Bar Harbor (2014 data)	Eliot (2010 data)
Population	5308	6204
Median Household Income	$49,233	$74,182
% residents living in poverty	11.4%	19%
% residents age 65 and over	18.1%	14.7%
Median age	45.9	45.3

Source: US Census Data

- Eliot began six month trial period in September of 2013
  - Town saved $9000 in first 4 months of program on MSW mgmt costs
  - Implemented PAYT in April of 2014.

- Eliot was also first Maine town to implement a food waste collection program that coincided with its PAYT program
  - In 2015, 329 tons of waste were collected at their transfer station
  - 70% reduction from 2012 (1089 tons). (Eliot SWRC 2014)

Conclusion: Eliot, ME has been successful. With somewhat similar demographics, they may be a good town to contact, especially because they've had a 6 month trial period.

Looking Ahead

- With the redesign of Bar Harbor's Strawberry Hill Transfer Station, there is a great opportunity to maximize the effectiveness of PAYT.
  - Increased recycling infrastructure to assist Fiberight's operation and decrease resident's dumping costs
  - Installation of a scale to correctly weigh and charge commercial haulers
  - Potential for separation of food waste for municipal composting

Sources:

BDN article: http://bangordailynews.com/2013/05/12/news/aroostook/pay-as-you-throw-credited-with-reducing-waste-stream-but-increasing-roadside-dumping-in-presque-isle/

BDN article: http://bangordailynews.com/2015/07/09/the-point/how-maine-towns-are-trying-to-throw-away-less-and-save-more/

BDN article: http://researchshows.bangordailynews.com/2016/01/08/home/with-trash-disposal-in-maine-towns-theres-probably-a-better-option/

BDN article: http://bangordailynews.com/2016/01/13/opinion/contributors/pay-as-you-throw-is-solid-waste-solution-for-maine/

Blackmer, Travis. Pay As You Throw Web Survey results presentation 2014: http://www.mrra.net/wp-content/uploads/2015/05/Travis-Blackmer-PAYT-Web-Survey.pdf

Eliot SWRC Input to Selectmen 2014: http://www.eliotmaine.org/vertical/sites/%7BBF14CAC6-E3E4-452C-A19F-11FD48C0D8FA%7D/uploads/SWRC_input_to_Selectmen_Aug_2015_final%281%29.pdf

EPA PAYT webpage: http://archive.epa.gov/wastes/conserve/tools/payt/web/html/index-5.html

Fiberight FAQ webpage: http://fiberight.com/iowa/iowa-faqs/

UMaine MSW White paper: http://umaine.edu/mitchellcenter/files/2015/02/FINALSolid-Waste-Whitepaper-2.pdf

UMaine School of Economics Waste Characterization Study 2011: http://umaine.edu/wcs/files/2012/02/2011-Maine-Residential-Waste-Characterization-Study.pdf

WasteZero Presentation to Town Council December 2015 (Powerpoint available on Town website)

WASTEZERO TRASH METERING AGREEMENT

This WasteZero Trash Metering Agreement (this "Agreement") is made and entered into this the _____ day of _____, 2016 (the "Effective Date"), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as "WasteZero", and the Town of Bar Harbor, Maine, hereinafter referred to as "Municipality".

WITNESSETH

WHEREAS, Municipality is responsible for the disposal of solid waste for its residents and desires to implement a more equitable system of solid waste finance that can reduce landfilled waste and increase recycling;

WHEREAS, over the last two decades, WasteZero has become the nation's leading municipal partner to implement variable rate solid waste finance programs that "meter the trash", thereby allocating the costs of municipal waste disposal to residents based on their use of services and creating incentives to reduce landfilled waste and encourage recycling; and

WHEREAS, WasteZero designs, implements and manages the WasteZero Trash Metering® Program and manufactures and sells WasteZero Trash Metering® Bags (the "Official Municipal Bags"); and

WHEREAS, Municipality desires to adopt the WasteZero Trash Metering® Program, whereby WasteZero will manufacture and distribute Official Municipal Bags to certain retail stores and provide certain logistics, accounting, collection and support services related thereto (the "Program").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement will be binding on all parties for a period from the Effective Date of this Agreement until five (5) years from the Effective Date (the "Initial Term). Upon the expiration of the Initial Term, upon mutual agreement of the Parties, the term of the Agreement may be renewed for two (2) successive two (2) year terms, the "Extension Terms" (the Extension Terms and the Initial Term, hereinafter collectively the "Term").

2. WasteZero Services. During the Term, WasteZero will (i) manufacture and supply Official Municipal Bags that comply with the specifications set forth in Exhibit A (the "Specifications") to those retailers recommended by Municipality and set forth in Exhibit B (the "Retailers") for sale by Retailers to residents of the Municipality; and (ii) provide the "Services" set forth in Exhibit C by the start date also set forth in Exhibit C. To enable WasteZero to provide the Services by the start date, Municipality agrees to perform its obligations also set forth in Exhibit C.

3. Program Implementation. The "Start Date" will be the agreed date for complete implementation of the Program and the initiation of retail sales. From the Effective Date until the Start Date, the Parties must work together to accomplish the "Program Implementation Schedule" set forth in Exhibit C. To enable WasteZero to provide the Services by the Start Date, Municipality agrees to perform its obligations also set forth in Exhibit C.

4. Designated Retailers. After the Effective Date, Municipality will provide WasteZero with a recommended list of Retailers to be set forth on Exhibit B (the "Retailer List") that Municipality would prefer to participate in the Program. WasteZero will assist Municipality to complete the Retailer List. WasteZero will provide those Retailers on the Retailer List with the "Retailer Letter Agreement" substantially similar to the letter set forth on Exhibit D describing the terms of participation in the Municipality's Program (the "Retailer Terms"). Retailer participation will be subject to a Retailer's acceptance of the Retailer Terms and will be reaffirmed each time Retailer accepts delivery of Official Municipal Trash Bags. Addition or removal of Retailers from the Retailer List will be subject to mutual agreement between WasteZero and the Municipality.

5. Exclusive Agreement. During the Term, so long as WasteZero is able to deliver sufficient Official Municipal Bags to the Municipality, the Municipality will not purchase or sell, directly or indirectly (i.e., through a third party) waste or recycling bags other than the Official Municipal Bags referred to herein.

6. Inventory Target. To ensure that an adequate inventory of Trash Metering Bag is available for purchase by Retailers, WasteZero will use commercially reasonable efforts to maintain an average number of Official Municipal Bags in WasteZero's inventory in accordance with the target set forth in Exhibit C (the "Average Inventory Target").

7. Terms of Distribution. Municipality acknowledges and agrees that Official Municipal Bags supplied to Retailers will be sold and supplied to Retailers by WasteZero on behalf of Municipality, such that upon a sale of Official Municipal Bags title to such Official Municipal Bags will first transfer from WasteZero to the Municipality and then from the Municipality to the Retailer. Retailers will submit written or verbal orders for Official Municipal Bags ("Orders") directly to WasteZero, as Municipality's agent. Orders will set forth the type and quantity of Official Municipal Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero's right to reject an Order. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order. Deliveries of Official Municipal Bags pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero.

8. Sales Tax. Retailers will not be required to charge sales tax on sales of Official Municipal Trash Bags at the point of sale. Municipality acknowledges and agrees that WasteZero is not liable to collect or remit sales or use tax for or on behalf of Municipality for the Supplies or Services provided to Municipality herein.

9. Bag Revenue. WasteZero will invoice Retailers the applicable Official Municipal Trash Bag purchase price set forth in Exhibit A (the "Retail Bag Prices"). All revenue received by WasteZero from the sale of Official Municipal Trash Bags to Retailers will be "Bag Revenue".

10. Custodial Banking Account. WasteZero will deposit all Bag Revenue in a custodial banking account established by WasteZero in the name of Municipality in a bank insured by the Federal Deposit Insurance Corporation (the "Deposit Account"). The Municipality grants WasteZero permission to open the Deposit Account on behalf of Municipality in accordance with the Custodial Banking Agreement attached as Exhibit G. Municipality understands that the Deposit Account will be in the name of Municipality and carry the tax identification number of Municipality and authorized depositors to the account will be properly authorized WasteZero employees. WasteZero will deposit all Bag Revenue into the Deposit Account.

11. Retailer Credit Terms. WasteZero will collect payment and enforce payment obligations in accordance with its policies set forth in Exhibit E. Municipality acknowledges that collection efforts made by WasteZero are on behalf of Municipality. Municipality reserves the right to take any collection actions in addition to or beyond those steps set forth on Exhibit E, and WasteZero will have no liability to Municipality for a failure to collect payment from a Retailer.

12. Compensation.

a. To compensate WasteZero for maintaining an average inventory of Official Municipal Trash Bags at the Average Inventory Target and providing the startup services described on Exhibit D, WasteZero will receive a one-time, non-refundable startup service fee out of the Bag Revenue set forth on Exhibit C as the "WZ Startup Service Fee".

b. With respect to all Bag Revenue other than the WZ Startup Service Fee, WasteZero will receive that portion of fee set forth on Exhibit A as the "WZ Supplies and Services Fee". Municipality hereby agrees that WasteZero is permitted at any time to withdraw the WZ Startup Service Fee and WZ Supplies and Services Fee from the Deposit Account. All Bag Revenue other than the WZ Startup Service Fee and WZ Supplies and Services Fee will be the property of Municipality (the "Municipal Revenue").

c. At the Municipality's election and specific authorization, any Additional Services ordered by Municipality and that are separately invoiced to Municipality in accordance with Exhibit C may also be deducted by WasteZero from Bag Revenue.

d. Within thirty (30) days following the end of each calendar month, WasteZero will provide to Municipality (i) the Municipal Revenue for the prior calendar month via wire transfer, and (ii) financial statements for such calendar month, including: a bank statement, invoice register, cash receipts journal and accounts receivable aging report. Municipality must provide the account information in Exhibit F.

13. Bag Pricing Adjustments.

a. Inflation Cost Adjustment. The parties agree that the WZ Supplies and Services Fee is set, in part, and is adjusted, to keep pace with inflation costs that include, but are not limited to, the costs of resin, shipping, labor and other costs. On each anniversary of the Effective Date during the Term, the WZ Supplies and Services Fee will be adjusted up by the fixed amount of five percent (5%).

b. Extraordinary Resin Cost Adjustments. The parties agree that the WZ Supplies and Services Fee will be set, in part, and may be adjusted, based on the costs of resin. In the event of an extraordinary resin cost increase, defined as an increase over a ninety (90) day period of greater than twenty percent (20%) from a Benchmark Resin Rate set on the Effective Date of this Agreement, WasteZero will adjust the WZ Supplies and Services Fee by such increase. The Benchmark Resin Rate is calculated using the average of linear low-density polyethylene ("LLDPE") extrusion liner film for Volumes I and II as reported by Plastics News trade publication. If Plastic News ceases publication, then the resin cost will be based on the average cost of LLDPE resin as reported in another reputable publication chosen by WasteZero. WasteZero will give Municipality fourteen (14) days' prior written notice of any resin cost adjustment to the WZ Supplies and Services Fee.

c. Municipal Price Adjustments. Municipality may, at its sole discretion, increase the Retail Bag Price. Municipality must confer with WasteZero at least fourteen (14) days in advance of any such increase so WasteZero can prepared to manage inventory and communicate with Retailers.

14. Representations and Covenants.

a. Legal and Binding Agreement; Municipality's Obligations. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and conditions contained herein. Municipality will provide certification, if applicable, that the Official Municipal Trash Bags qualify for a waiver of local and state sales, use, or other taxes.

b. Representations of WasteZero. WasteZero warrants that the Official Municipal Trash Bags will, in all material respects, meet the Specifications. In the event the Official Municipal Trash Bags delivered to Retailers fail to meet the Specifications in any material respect, WasteZero will, as Municipality's sole and exclusive remedy for such failure, replace the Official Municipal Trash Bags in accordance with WasteZero's Return and Replacement Policy as set forth on Exhibit E.

15. Breach; Termination.

a. Termination for Breach. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to thirty (30) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective thirty (30) days after written notice of failure to correct (or failure to take action to correct) to the breaching party. If such breach is not curable, the Agreement will be terminated thirty (30) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. Insolvency. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. Termination for Convenience. Municipality may terminate this Agreement at any time upon sixty (60) days written notice if the Town eliminates its PAYT program for any reason.

d. Effect of Termination. Upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Trash Metering Bags remaining in inventory, and Municipality will purchase from WasteZero all Trash Metering Bags in inventory on the effective date of termination at the then-current WZ Supplies and Services Fee, (ii) WasteZero will tender to Municipality the final Municipal Revenue, and (iv) WasteZero will have no continuing

responsibility for the Services. Any other terms and conditions that contemplate performance following the effective date of termination or expiration, or that by their nature are intended to survive will survive termination.

16. Limitation of Liability. WASTEZERO WILL NOT BE LIABLE TO MUNICIPALITY, RETAILER, CUSTOMER OF RETAILER OR END USER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES. THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING THESE DAMAGES OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WASTEZERO'S AGGREGATE LIABILITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES WILL NOT EXCEED THE TOTAL AMOUNT PAID BY MUNICIPALITY TO WASTEZERO DURING THE SIX MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

17. Force Majeure. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather. The obligations of WasteZero and Municipality, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with this Agreement because of Force Majeure and WasteZero is unable to substitute bags of like kind and quality. Upon the elimination of the cause of such suspension, the respective obligations of WasteZero and Municipality shall be reinstated from the date of such elimination.

18. Insurance. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in general aggregate. Upon written request, endorsements of insurance policies naming Municipality as an additional insured will be provided to Municipality by WasteZero.

19. Non-Collusion. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

20. Information and Cooperation. During the Term of this Agreement, Municipality will cooperate with WasteZero and provide WasteZero with any information reasonably requested by WasteZero for the performance of its obligations and tracking of Program performance. This information may include semi-annual updates on the number of households utilizing Municipality's and/or its designee's residential solid waste collection and/or disposal service, the actual corresponding residential municipal solid waste tonnage disposed, and the actual residential recycling tonnage received. WasteZero compiles information regarding Municipality's PAYT Program and may use this data in research and marketing reports, a copy of which will be provided

to Municipality at Municipality's request at no cost. Municipality agrees that WasteZero may refer to Municipality's PAYT Program in its verbal and written communications.

21. Assignment. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

22. Indemnification. WasteZero agrees to indemnify and hold harmless the Municipality and its officers, agents, servants and employees from and against any claims, demands, liabilities, losses, damages, costs and expenses the Municipality may incur to the extent caused by or resulting from WasteZero's negligent performance of the services herein. WasteZero warrants that it will pay all debts it has incurred in connection with its performance of this Agreement.

23. Governing Law; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the state in which the Municipality is located. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in the state in which the Municipality is located, or any other location mutually agreeable to the parties, by one arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. Notwithstanding the origin of the controversy or claim, either party may initiate arbitration. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or email, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

If to WasteZero, to:
8540 Colonnade Center Drive, Suite 210
Raleigh, North Carolina 27615
Attn: Cal Cunningham
Tele. No. (919) 322-1220
Email: ccunningham@wastezero.com

with a copy to:
Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 400
Raleigh, North Carolina 27607
Attention: Larry E. Robbins
Email: lrobbins@wyrick.com

If to Municipality, to:
Town of Bar Harbor
Attn:
Tele. No.:
Email:

25. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

26. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Trash Metering Agreement as of the Effective Date.

Municipality	WasteZero, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:

_____

Name:
Title: Clerk to the Municipality

EXHIBIT A
Official Municipal Trash Bag Specifications

1. Except as may be require by Force Majeure, the bag specifications for this contract are:

Bag Description	Large "Trash"	Small "Tall Kitchen"
Retail Pack	5 Bags Per Package	8 Bags Per Package
Bag Size	32 by 34 inches	24 by 28 inches
Bag Gauge	1.5 mil	1.5 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring
Weight Limit Per Bag Per Ordinance	25 Pounds	15 Pounds
Package Insert	Agreed custom program information (Yellow insert)	Agreed custom program information (White insert)
Bag Print	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Registered)
Exterior Bag Color Selected from Standard Color Guide	TBD	TBD
Capacity Equivalent	30 gallons	15 gallons

2. The Retail Bag Prices (price paid at point of sale) [RECOMMENDED]:

Bag Size	Bags per roll	Rolls per case	Price per roll	Price per case
Large (32" x 34")	5	40	$10.00	$400.00
Small (24" x 28")	8	40	~~$10.00~~ 8.00	~~$400.00~~ 320.00

$2.
$1.

3. WZ Supplies and Services Fee (per Case), calculated on each anniversary of the Effective Date, in accordance with Paragraph 13(a):

Contract Year	Large (Fee per Case)	Small (Fee per Case)
Year 1	$60.00	$64.00

EXHIBIT B
Retailer List

Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	

Addition or removal of Retailers from the Retailer List will be subject to mutual discussion between WasteZero and Municipality.

EXHIBIT C
Services

1. Retail Store Distribution® Services: WasteZero will work directly with retailers in and around the Municipality to recruit them to participate in the Program and set up those who agree to participate. WasteZero will provide secure, dependable supply chain management to ship the Official Municipal Trash Bags to the participating retailers. WasteZero will develop and register distinct UPC codes for the Program to assist tracking of and sales of Official Municipal Bags. WasteZero will take and enter orders from retailers and process those orders for timely shipment and delivery. WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.

2. Inventory Management Services: WasteZero will manufacture and inventory Official Municipal Bags at its fully bonded distribution facilities without the necessity of a purchase order or payment from Municipality. The inventory will remain titled to and insured by WasteZero until shipped to and received at a retail store. WasteZero will monitor inventory at its distribution centers to prevent stock outs or supply chain disruptions.

3. Accounting and Funds Management Services: WasteZero will handle all bookkeeping related to Retail Store Distribution® and Inventory Management, including billing and collecting payment from participating retailers and informing the Municipality of any retailers placed on a credit hold. WasteZero will deposit all funds in and perform custodianship services with the approved bank account for Municipality. WasteZero will compile and provide to the Municipality monthly reports showing all retailer purchases, funds remitted from retailers and payments made to Municipality. WasteZero will also send notification to retailers of any Municipal-approved change in the Retail Bag Price.

4. Program Manager. WasteZero will assign a representative to serve as the Program's coordinator ("Program Manager"). The Program Manager will act as a main point of contact and assist Municipality to answer questions or provide support with regard to all aspects of the Program Services and Program Supplies, subject to the limitations described herein. The Program Manager will ensure that all of the Program Services and Supplies outlined herein are delivered and that Municipality has a primary point of contact to assist with any Program-related matters that might arise.

5. Program Design Consulting Services. WasteZero will use its experience to propose a Program suitable to the Municipality based on the Municipality's stated environmental, carbon reduction, waste diversion, recycling and financial goals. WasteZero will use its proprietary WasteZap® database to model benefits to the Municipality derived from the proposed Program design, based on recommended pricing and produce a Program Benefits Analysis ("Benefits Analysis") that can be used by the Municipality to model Program results and track annual performance. The Benefits Analysis and other consulting services referred to herein will be based on information developed between WasteZero and Municipality and will require Municipality's cooperation gathering information, such as the following: solid waste tonnage, recycling tonnage, disposal costs, solid waste operating budget/costs, and other data as agreed.

6. Communications Support Services. Prior to the Start Date and at each anniversary of the Effective Date, WasteZero will assist with development of key messages and support for public communications of the Program. This communications support includes providing data and messaging to help publicly celebrate the successes of the Program, providing information that helps residents to become better partners and helping Municipality effectively handle questions and/or issues as they arise on an ongoing basis.

7. Media Support Services. Prior to Program launch, WasteZero will provide media support that includes press engagement in coordination with Municipality, media story placement, messaging, assistance with frequently asked questions and related direct or indirect support, as needed. WasteZero's staff of public policy and media relations professionals will assist Municipality with planning of media engagement at Program launch. After Program launch, WasteZero will be available upon reasonable request to assist with media inquiries.

8. Launch Announcement. Prior to the Start Date, WasteZero will work with Municipality to prepare a Program launch announcement suitable for mailing or distribution. The Program launch announcement will include information related to the launch of the Program, and contain references to both the website and the toll-free number described in this exhibit. Municipality must pay the costs of mailing the launch announcement.

9. Program Website. WasteZero will establish a website at www.reducethetrash.com\< designation for Municipality >, where the <designation for Municipality> will be text that uniquely identifies Municipality to Residents, or another URL as agreed. Upon accessing the web page for Municipality, Residents will be presented with information on topics including but not limited to: (i) retailers carrying the Official Municipal Bags, (ii) materials that can be recycled at curbside within Municipality (if any), (iii) materials that can be recycled at convenience centers, including toxic materials such as paint and batteries (if any), (iv) convenience center locations, (v) as it becomes available, helpful information on reducing waste at home, or other information useful to residents, and (vi) Municipality's departmental website and /or appropriate local contact information for questions regarding curbside collection or other related local services. All information contained on the www.reducethetrash.com website or any supporting site will be developed, updated, and maintained in accordance with WasteZero's standard tools, formats and templates.

10. Additional Services. Additional Services are any services, materials or supplies desired by Municipality but not agreed to be provided by WasteZero under the terms of this Agreement. Additional Services include, by way of illustration and not limitation, additional or more in-depth consulting, postage for the Program launch announcement and complimentary bags mailed to each household at Program launch. Upon mutual written agreement, WasteZero will perform Additional Services and directly bill Municipality or deduct the costs for such Additional Services from Bag Revenue.

11. WasteZero Startup Services and Municipality Requirements. WasteZero will provide the Services below in support of the startup timeframe. WasteZero's performance of the Services is dependent on the timely completion of the Municipality's requirements. Municipality acknowledges and agrees that any failure to perform its requirements within the applicable timeframes may delay WasteZero's performance. No such delay will be a breach of this Agreement by WasteZero.

12. The Start Date will be: TBD.

13. Program Implementation Schedule (TBDs to be filled out on the Effective Date):

#	Program Service Activity	Responsible Party		To be completed on or before
		WasteZero	Municipality	
Supplies				
1	Provide artwork samples for bag and draft package insert copy	☐		TBD
2	Provide high-resolution artwork (municipal logo or artwork) to be printed on the Trash Metering Bag		☐	TBD
3	Provide final artwork proofs for approval	☐		TBD
4	Approve final artwork		☐	TBD
5	Provide feedback on package insert copy		☐	TBD
6	Provide final package insert copy proofs for approval	☐		TBD
7	Approve final package insert copy		☐	TBD
Distribution and Retailers				
8	Submit to WasteZero a list of recommended Retailers that Municipality would like to invite to participate in the program		☐	TBD
9	Create and send letters and collateral to retailers, outlining the retail store distribution *Requires finalization of Retail Bag Prices at least 2 days prior to	☐		TBD
10	Deliver initial shipment of Trash Metering Bags to retailers	☐		TBD
Services and Communications				
11	Provide Completed Municipal Information Forms for Website and Toll Free Number		☐	TBD
12	Submit final proofs for website and Toll Free Number call flow to municipality for review	☐		TBD
13	Approve website and Toll Free Number call flow		☐	TBD
14	Launch website and Toll Free Number	☐		TBD
15	Submit final proof for Program Brochure to municipality for review	☐		TBD
16	Approve Program Brochure		☐	TBD

14. Program Manager:
Courtney Forrester
8540 Colonnade Center Drive, Suite 210
Raleigh, NC 27615
Tele. No.: (919) 322-1223
Email: cforrester@wastezero.com

15. The Average Inventory Target is: 2 months

16. The WZ Startup Service Fee is: $0.00

EXHIBIT D
Example Retailer Letter Agreement

Dear Retailer:

On behalf of [Municipality], we would like to thank you for your participation in the new WasteZero Trash Metering® Program by offering official municipal trash bags for retail sale. Your participation is a critical part of making the program a success. WasteZero looks forward to working with you to provide supplies and services for your retail customers.

TERMS OF PARTICIPATION

Among the key terms of your participation in the program is that you have to sell official municipal trash bags of the size and specifications selected by the [Municipality] at the unit cost set by them and may not mark up those prices. The official municipal trash bags will not be subject to the Maine sales tax.

In order to prevent a stock-out of official municipal trash bags and prevent an inconvenience for your customers, you agree to keep a three (3) week supply of cases of each bag size on hand. Orders you place must be directed to WasteZero at the contact information in this letter and will ordinarily be delivered within five (5) business days of placement. Upon delivery, you will sign an electronic FedEx receipt acknowledging the number and type of bags that were delivered.

WasteZero has an agreement with the [Municipality] and will provide support to the program – you should call us with your questions. The terms in this letter supersede and replace any pre-printed or additional terms that might be included on your purchase order or correspondence. By participating in the program, you agree to these terms. Your acceptance of the shipment will also reaffirm your agreement to the terms in this letter.

HOW TO PLACE ORDERS

You may place bag orders with WasteZero in any one of the following ways:

1. Phone: 1-800-866-3954
2. Fax: 1-843-473-4991
3. E-mail: customerservice@wastezero.com

It is likely you will experience "surge" volumes at the outset of the program as customers purchase an initial supply. Over time, the volume will develop into a typical pattern. We urge you to monitor the product closely during the program's initial weeks and communicate potential stock-out situations to us promptly. WasteZero will provide you reasonable assistance to avoid a stock-out. WasteZero reserves the right to bill you for excess freight charges caused by requests for rush delivery due to failure to place orders on a timely basis.

HOW TO ESTIMATE ORDERS

The [Municipality]'s official municipal trash bags are packaged in the following quantities at the following prices:

Bag Size	Bags per roll	Rolls per case	Price per roll	Price per case	Bar Code
Large (32" x 34")	5	40	$10.00	$400.00	TBD
Small (24" x 28")	8	40	$10.00	$400.00	TBD

HOW TO MAKE PAYMENTS

WasteZero will invoice you for each delivery based on the delivery receipt which indicates the number of bags and dollar amount by size sold on the date of delivery. All invoices billed to you are due and payable, net 30 days from date of invoice. An invoice becomes overdue on the 31st day. On the 45th day, WasteZero will apply a credit hold until overdue invoices are paid in full. During a credit hold, WasteZero will not accept new orders and will make no new deliveries.

Please **make payment** out to: [Municipality]
Please **mail payments** to: [Municipality] c/o WasteZero
5180 Horry Dr., Ste. B
Murrells Inlet, SC 29576

WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OFFICIAL MUNICIPAL TRASH BAGS AND SERVICES PROVIDED BY WASTEZERO UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WASTEZERO WILL NOT BE LIABLE TO RETAILER, CUSTOMER OF RETAILER OR END USER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES. THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING THESE DAMAGES OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WASTEZERO'S AGGREGATE LIABILITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES WILL NOT EXCEED THE TOTAL AMOUNT PAID BY MUNICIPALITY TO WASTEZERO DURING THE SIX MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

RETURNS AND REPLACEMENTS

WasteZero wants you and your customers to be completely satisfied with the quality of official municipal bags. Should you or your customer experience any product defect with an official municipal bag, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, you must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by you, at your election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by you in placing your order.

WasteZero looks forward to working with you to make the [Municipality]'s program a success. If you have any questions or concerns, please feel free to contact us at 800-866-3954.

Sincerely,
Customer Service
WasteZero, Inc.

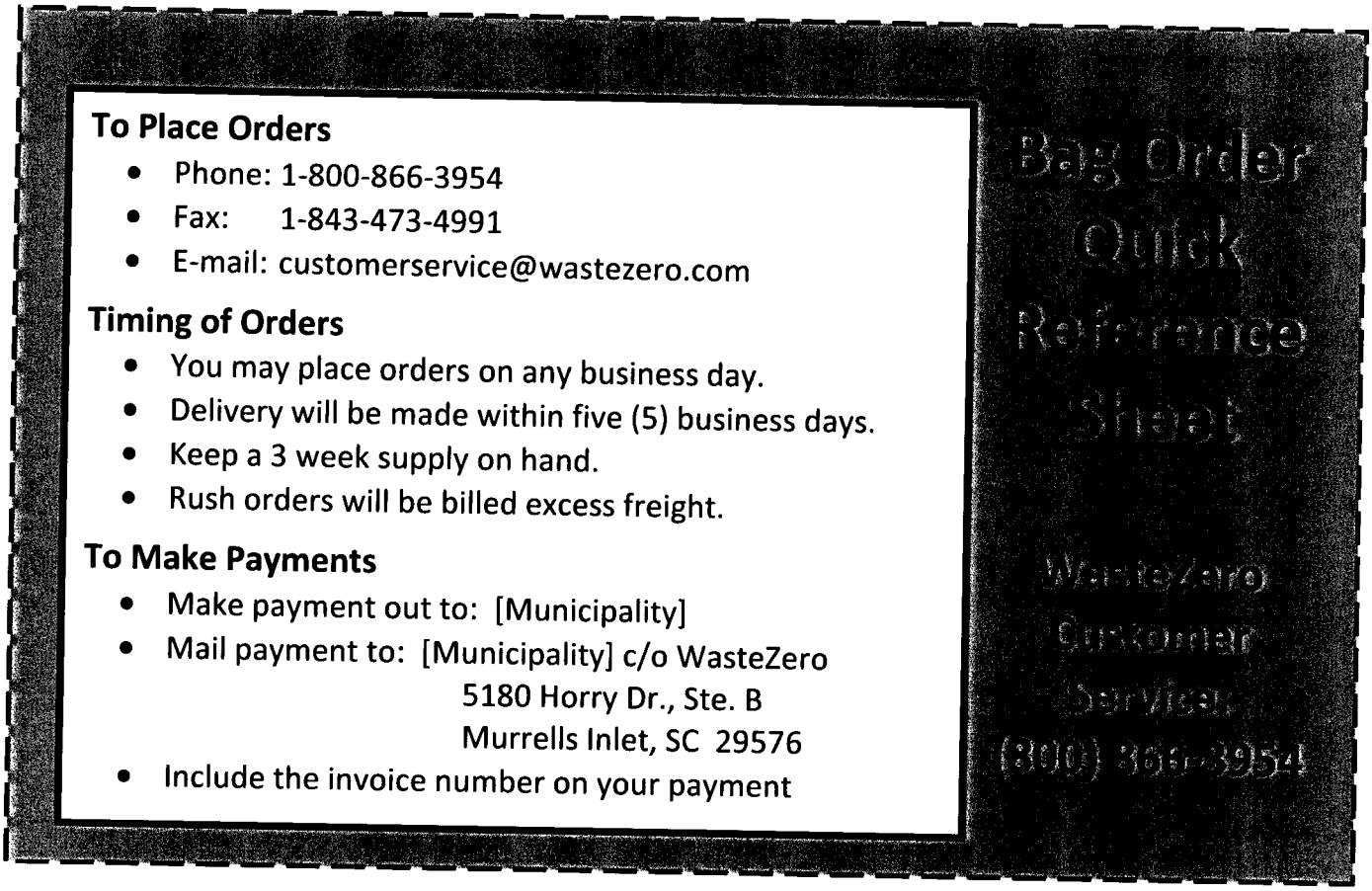

To Place Orders
• Phone: 1-800-866-3954
• Fax: 1-843-473-4991
• E-mail: customerservice@wastezero.com
Timing of Orders
• You may place orders on any business day.
• Delivery will be made within five (5) business days.
• Keep a 3 week supply on hand.
• Rush orders will be billed excess freight.
To Make Payments
• Make payment out to: [Municipality]
• Mail payment to: [Municipality] c/o WasteZero
5180 Horry Dr., Ste. B
Murrells Inlet, SC 29576
• Include the invoice number on your payment
Bag Order Quick Reference Sheet
WasteZero Customer Service
(800) 866-3954

EXHIBIT E

Credit Policy and Procedures

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery.
All invoices billed to Retailers are due and payable, net thirty (30) days from date of invoice.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers to Municipality. WasteZero does not assume responsibility for Retailer defaults or uncollected amounts.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes forty-five (45) days past the date of invoice (or 15 days past due).

- If an invoice becomes forty-five (45) days past the date of invoice (or fifteen (15) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices forty-five (45) days past the date of invoice (or fifteen (15) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.

- In the event invoices become sixty (60) days past the date of invoice (or thirty (30) days past due):

- The delinquent Retailer account will be referred to Municipality for further guidance on how to proceed.
- No new orders will be accepted or deliveries made to the delinquent Retailer account in the future unless Municipality provides WasteZero with written authorization.
- WasteZero will require Municipality to indemnify WasteZero for any Program Revenue Share that is written off in the future if Municipality requests that WasteZero reinstate shipments to the previously delinquent Retailer account.

- In no event will WasteZero initiate or threaten legal action against any delinquent Retailer. Municipality reserves the right to make any collection efforts or take any actions in addition to or beyond those WasteZero sets forth herein.

WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Trash Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Trash Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

Please Note: WasteZero does not give exchanges for Official Municipal Trash Bags purchased through unauthorized Retailers or individuals.

EXHIBIT F

Municipal Wire Transfer Worksheet

Please complete and submit this form to receive monthly cash receipts wire transfers from your WasteZero Retail Store Distribution® (RSD) program.

Municipality:

Beneficiary Financial Institution
Enter the beneficiary financial institution information in the fields provided below:

Account Number	
Account Type	
ABA/Routing #	
Bank Name	
Street 1	
Street 2	
City	
State	
Postal Code	

EXHIBIT G

CUSTODIAL BANKING AGREEMENT

This Agreement is entered into on this ____ day of _____, 20___ between the City/Town of _____, _____ (Customer), with an address of _____ and WasteZero, Inc. ("WasteZero"), 8540 Colonnade Center Drive, Suite 210, Raleigh NC 27615, to grant permission from the Customer to WasteZero to open a custodial bank account with South State Bank, on behalf of the Customer. The Customer understands this account will be in the name of Customer, carry the tax identification number of Customer and authorized signers on the account will be properly authorized WasteZero employees.

WasteZero will prepare the necessary documentation to establish a custodial bank account on behalf of the Customer with South State Bank. WasteZero will deposit all checks for payments from the retailers into this account. WasteZero will wire funds from this bank account to the Customer's own bank account. WasteZero will provide a monthly report which includes the reconciled bank account statement, invoice register, cash receipts journal and accounts receivable aging report no later than thirty (30) days after the end of each month.

	WasteZero, Inc.
_____	
Municipality	
_____	_____
Authorized Signature of Customer	Authorized Signature of WasteZero, Inc.
_____	_____
Title	Title
_____	_____
Printed Name of Authorized Signature	Printed Name of Authorized Signature
_____	_____
Date	Date

VIII. C

Memo

To: **Cornell Knight, Town Manager**

From: Stan Harmon, Finance Director

CC:

Date: 2/2/2016

Re: ***Lease Advisors*** **Purchase Offer for Cell Tower Lease – Fire Station**

Per your request to obtain more information:

Attached is a written offer to purchase the lease and easement for the cell tower on top of the Fire Station. The offer is for $352,757, if accepted within 60 days. There is approximately 7 years remaining on the lease with an estimated revenue source of $192,510. The personal property valuation of the tower and equipment that Verizon pays taxes on is $16,600 (taxes $175). *Lease Advisors* (a California firm) does this as its main business and I believe makes money by taking the *risk* of the Lessee not renewing the lease or in its early termination, but also receives the *reward* of negotiating future renewals as well as realizing more revenue by marketing it to other lessee's who might wish to co-locate on that tower.

I informed Mr. Ghiz of *Lease Advisors* that the Town may be interested since it has bonding plans for further infrastructure improvements at that location (bonding to fix the slab) and a sale of this lease will avoid that borrowing. Assuming there is interest from the elected officials, I indicated that the Town Charter prohibits contracts longer than 15 years without Town Meeting approval, but I did not know how the sale of the "easement" falls under our local charter; i.e., whether it can be approved by the Town Council or by the Town Meeting process.

I am also attaching a copy of the lease, which expires in 2023, a letter that I requested from a recent similar sale from a governmental entity and the Town's personal property tax card.

LEASE ADVISORS®

February 2, 2016

Town of Bar Harbor
ATTN: Stan Harmon
93 Cottage St
Bar Harbor, ME 04609

Dear Mr. Harmon,

Lease Advisors, the premier lease consultancy and acquisition firm, provides the highest payouts and the quickest, most efficient closings for cellular lease transactions. What I'm proposing is an opportunity to monetize the existing Verizon lease instead of applying for additional loans for building renovations. For your consideration, you will find enclosed, the term sheet providing the general terms and conditions of Lease Advisors' offer to purchase your existing lease along with next steps to move this transaction forward.

Next Steps:

Due Diligence: Indicate acceptance of the terms of this purchase offer by signing and returning the attached term sheet. Our transaction concierge will then begin the due diligence process necessary to finalize your transaction quickly and efficiently; usually within 30 days of receipt of clear title report.

Legal Review: Our in-house legal counsel will prepare the finalized documents providing the specific details of your transaction. These clear, concise closing documents will then be forwarded for your review and signature.

Close and Fund: Return the executed final documents to our office for processing. Once processed, the transaction closes, funds are wired directly into the account of your choosing, and you can begin realizing the true value of your lease immediately.

Partnership and Site Marketing: Your lease is then added to Lease Advisors' portfolio of site leases and our dedicated site marketing team will begin to work to market your property for new tenants. If we are successful in bringing a new revenue stream to your property, we will share that new revenue with you as outlined in the enclosed term sheet.

To accept, please sign and return the enclosed term sheet by email, fax, or standard mail. Thank you for your time and consideration, we look forward to partnering with you.

Regards,

Nick Ghiz

Nick Ghiz
Director of Acquisitions
Direct (310) 361-6435
Email nghiz@leaseadvisors.com

Term Sheet

February 2, 2016 | *Confidential*

LEASE ADVISORS

By executing this agreement, you grant IWG-TLA Telecom, LLC ("TLA") an option to purchase an easement and the lease (the "Lease") on land (the "Site") owned by Seller. TLA may exercise the option at any time within the Option Period. If TLA exercises the option, you will sell and TLA will purchase the Lease. Seller agrees to cooperate fully with TLA in connection with its evaluation of this transaction. Seller shall not, directly or indirectly, (a) offer the Lease or the Site for sale or assignment to any other person; (b) negotiate, solicit or entertain any offers to sell or assign any interest in the Lease or Site to any other person; or (c) modify, amend, supplement, extend, renew, terminate, alter or cancel the Lease. For $10.00 consideration and other services provided, this letter is intended as and shall be a legally binding commitment. In the event of a breach of this letter agreement by you, TLA shall, in addition to its other rights and remedies, be entitled to compensation for its time, effort and expense to evaluate this transaction and, in any action to enforce this letter agreement, to recovery of its reasonable attorneys' fees.

Terms, Lease and Site Information: 37 Firefly Ln, Bar Harbor, ME 04609-1802

Purchase Price: $ 352,757

Purchaser: IWG-TLA Telecom, LLC	**Tenant:** Verizon
Seller: Town of Bar Harbor	**Current Rent:** $2,070 Annual
Purchase Type / Term: Perpetual Easement	**Escalation Amount:** 15% / 5-Year Term
Option Period: 60 Days from Receipt of all Due Diligence Items	**Escalation Date:** June 1, 2018
Seller Closing Costs: $0 (Seller pays all real estate/transfer/stamp taxes)	**Future Revenue Share For New Tenants** (Outside Tower Compound; Rooftop Lease Area): 50% to Seller

The Purchase Price may be pro-rated at closing based on interim monthly or annual rent payments and a rent redirection period of two (2) months. Seller will retain rent checks for pro-rated and redirected periods. All real estate taxes due payable on the title report and still due and payable on the date of closing, will be deducted from the Purchase Price and paid directly to the taxing authority at closing.

Your signature below indicates an agreement to the foregoing and provides authorization for TLA to proceed with the evaluation of this transaction.

IWG-TLA Telecom, LLC	**Date**	**Town of Bar Harbor**	**Date**

Term Sheet

February 2, 2016 | *Confidential*

LEASE ADVISORS®

Due Diligence Items

Please find below a list of action items that are required to finish processing the purchase of your lease. You will find the items needed from you, under **"Seller to Provide."** Additionally, please note the items we will supply under **"Lease Advisors to Provide."** Once all items have been provided we can then begin finalizing the purchase of your lease.

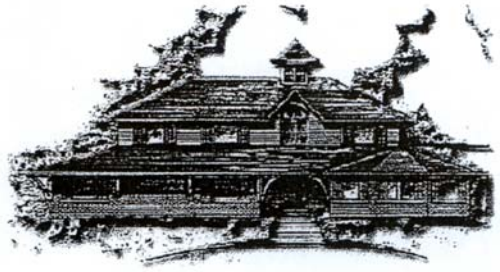
Seller to Provide

- ☐ **Signed Term Sheet**
- ☐ **Signed and completed application**
- ☐ **Lease and all amendments**
- ☐ **Proof of Payments** (last three {3} months)
- ☐ **Easement / Purchase Agreement Approval**
- ☐ **Entity Documentation** (if applicable)
- ☐ **Mortgage Statement & Mortgage/Deed of Trust** (if applicable)
- ☐ **Lender executed Non-Disturbance Agreement ("NDA")**
  (if applicable - TLA will prepare NDA, Seller will assist with lender execution)

Lease Advisors to Provide

- ☐ **Confirmation of Lease Economics**
- ☐ **Phase 1 Environmental Site Assessment** (showing low risk of environmental concern)
- ☐ **Survey of Lease / Easement Area**
- ☐ **Right of First Refusal Waiver / Consent from Tenant** (if applicable)
- ☐ **Clear Title Report for Site** *
  * Clear title is defined as a title report which shows the site has insurable access, a clear chain of ownership, and is free from liens and judgments except those covered by the NDA or paid off at closing

Seller's Initials ____



Borough of West Grove
117 Rosehill Avenue, P O Box 61
West Grove, PA 19390-0061
Phone: (610) 869-2792
Fax: (610) 869-4138
www.westgroveborough.org
E-mail: manager@westgroveborough.org

March 19, 2014

Andrew Miller, Director of Acquisitions
4640 Admiralty Way
Suite 1030
Marina del Rey CA 90292

Dear Andrew:

I am writing on behalf of the Borough of West Grove to thank Telecom Lease Advisors for assisting the Borough in the process selling our cellular telecommunication lease. The knowledge that you offered as well as your ability to understand and accommodate our needs as a Borough was the leading factor in our decision to work the Telecom Lease Advisors.

This was a very important decision for the West Grove Borough Council. It is not easy to get everyone on a Borough Council in agreement, particularly when it comes to selling a revenue stream. Yet, with your guidance as to the possible benefits, we were able to get everyone on the same page and move forward. I am happy to say that we have since used the funds to do much needed maintenance on the water tower and aging water system.

Your cooperation and most importantly your ability to facilitate our unique needs in the legal documentation process was appreciated, particularly by our Borough Solicitor. Thank you again and I would certainly recommend Telecom Lease Advisors going forward.

Sincerely,

Sharon B Nesbitt

Sharon B Nesbitt

Sharon B. Nesbitt, CSG, CMC, Borough Manager

Account #: 107010 Linked Acct: No Card 1 of 1 Status: Active

Owner's Information		Business Information		Current Valuation	
Name:	PORTLAND CELLULAR	Business Name:	VERIZON WIRELESS	Total Appraised:	202,600
Address:	PO BOX 635	Location:	0 VARIOUS	Total Assessed:	202,600
		District:		Total Value New:	246,948
	BASKING RIDGE, NJ 07920	State Bus Code:	502 CORP/LLC	Total Penalty:	
		MBLU	////	Total Exempt:	
				Net Assessed:	202,600

Vision

Personal Property Account Information

BAR HARBOR, ME

02/02/2016

Owned Items

Line #	Type	Code	Description	Qnty	Dep.	Replace Cost	Value New	Year	% Cond	Value	Assessed	Lessee	Line Notes
1	ME		MACHINERY - 50 EDEN STREET	1	ME	1,903	1,903	2011	0.85	1,618	1,618		
2	ME		MACHINERY - 286 STATE HWY 3	1	ME	16,806	16,806	2011	0.85	14,285	14,285		
3	ME		MACHINERY - 50 EDEN STREET	1	ME	14,076	14,076	2007	0.65	9,149	9,149		
4	ME		MACHINERY - 37 FIREFLY LANE	1	ME	1,903	1,903	2011	0.85	1,618	1,618		
5	ME		MACHINERY - 50 EDEN STREET	1	ME	2,094	2,094	2012	0.90	1,885	1,885		
6	ME		MACHINERY - 37 FIREFLY LANE	1	ME	13,976	13,976	2009	0.75	10,482	10,482		
7	ME		MACHINERY - 854 STATE HWY 3	1	ME	1,897	1,897	2011	0.85	1,612	1,612		
8	ME		MACHINERY - 854 STATE HWY 3	1	ME	423	423	2012	0.90	381	381		
9	ME		MACHINERY - 854 STATE HWY 3	1	ME	13,976	13,976	2009	0.75	10,482	10,482		
10	ME		MACHINERY - 37 FIREFLY LANE	1	ME	4,508	4,508	2010	0.80	3,606	3,606		
11	ME		MACHINERY - 37 FIREFLY LANE	1	ME	998	998	2012	0.90	898	898		
12	ME		MACHINERY - 286 STATE HWY 3	1	ME	5,551	5,551	2005	0.55	3,053	3,053		
13	ME		TOWER - 854 STATE HWY 3	1	ME	143,834	143,834	2011	0.85	122,259	122,259		
14	ME		TOWER - 50 EDEN STREET	1	ME	25,003	25,003	2011	0.85	21,253	21,253		

$16,600 P.P.V.

$175 per year

Summary By State Type

Type	Description	Appraised Value	Assessed Value
ME	MACH & EQUIP	202,581	202,581

Visit History

Date	ID	Info Source	Purpose/Result	Visit Notes

Prior Values

Year	Assessed Value
2014	63,000

BUILDING AND ROOFTOP LEASE AGREEMENT

This Agreement, made this 23rd day of June, 2008, between the TOWN OF BAR HARBOR, MAINE, a body corporate and politic, with its principal offices located at 93 Cottage Street, Suite 1, Bar Harbor, Maine 04609, Tax ID #01-600006/, (LESSOR) and PORTLAND CELLULAR PARTNERSHIP, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (LESSEE). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein, for other good and valuable consideration and intending to be legally bound hereby, the Parties hereto agree to this lease and the other terms as follows:

LEASE AGREEMENT

1. PREMISES. LESSOR is the owner of certain real estate with a fire station building located thereon (the "Building"), located at 37 Fire Fly Lane, Town of Bar Harbor, County of Hancock, State of Maine, as shown on the Tax Map of the Town of Bar Harbor as Map 104, Lot 401 and being further described in the deeds recorded at Book 501, Page 204, at Book 504, Page 245, at Book 749, Page 70 in the Hancock County Registry of Deeds (the entirety of LESSOR's property herein described will be referred to as the "Property"). LESSOR hereby leases to LESSEE space in the basement of the Building of approximately 226 square feet in area (the "Floor Space") for the construction of an equipment room for LESSEE's communications equipment , together with space on the roof of the Building for the installation of a larger flagpole to house LESSEE's antennas (the "Antenna Space"); together with space within the Building and on the west side and roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space and Antenna Space and all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation and maintenance of LESSEE's communications facility; provided however, such ingress and egress shall not interfere with the public safety and emergency response activities of LESSOR's fire, police and emergency service departments at the Property; together with a four foot (4') by ten foot (10') space outside the Building for a 500 gallon propane tank on a concrete pad and a ten (10) foot buffer zone around the tank (the "Tank Space"); together with space on the west side of the Building for LESSEE's condenser units, generator and concrete pads for same (the "Exterior Equipment Space") and the right to extend lines and conduits between the Tank Space, Exterior Equipment Space, Antenna Space and Floor Space. The Floor Space, Antenna Space, Cabling Space, Tank Space and Exterior Equipment Space are collectively referred to hereinafter as the "Premises", and are shown on Exhibit A-1 and A-2. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the

Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. LESSEE shall have the right to construct interior partitions and other improvements to segregate its equipment room from other users and make the room compatible for LESSEE's use, and the right to install a fence around the Exterior Equipment Space as shown on Exhibit A-1. The construction of the equipment room and other improvements required by LESSEE shall be solely at LESSEE's expense.

LESSEE acknowledges that: a) except as expressly provided herein LESSOR has made no representations and LESSEE is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that LESSEE has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof. LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, broom clean and free of debris. LESSOR represents and warrants to LESSEE that, to the best of Lessor's knowledge, as of the Commencement Date, the existing structure of the Building (including without limitation the roof, foundations, exterior walls), the common areas and all Building systems (including, without limitation, the plumbing, electrical, ventilating, air conditioning, heating, and loading doors, if any) are (a) in good operating condition and free of any leakage; (b) in compliance with all applicable laws, rules and regulations; and (c) free of all hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representation and warranty contained in this Paragraph 2 is discovered at any time during the Term, as hereinafter defined, LESSOR shall, as soon as reasonable after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense. LESSOR further represents and warrants to LESSEE that LESSOR has no knowledge of any claim having been made by any governmental agency that a violation of applicable building codes, regulations, or ordinances exists with regard to the Building, or any part thereof, as of the Commencement Date.

2. TERM; ELECTRICAL. This Agreement shall be effective as of the date of execution by both parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due starting at an annual rental of Twenty-One Thousand Six Hundred Dollars ($21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

If permitted by the local utility company servicing the Premises, LESSEE agrees to furnish and install at its sole expense an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE agrees that it is solely responsible and shall pay for its own power use and complete payment within thirty (30) days after receipt of an invoice from LESSOR or the providing utility indicating the usage amount.

3. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. RENT INCREASE; HOLD OVER RENT. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty-Four Thousand Eight Hundred and Forty Dollars ($24,840.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty-Eight Thousand Five Hundred Sixty-Six Dollars ($28,566.00). In the event that LESSEE holds over for any day or days after termination of this Agreement or after the final renewal term, LESSEE'S possession shall be on a month-to-month tenancy and the rent for such hold over tenancy shall be at a rate of three percent (3%) over the previous year's rent.

5. [Intentionally Omitted]

6. USE; GOVERNMENTAL APPROVALS. LESSEE agrees to use the Premises only for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. All required improvements shall be at LESSEE's expense and the installation of all improvements shall be completed in a workmanlike manner, suitable for the intended purposes of this Agreement and installed in locations as depicted on Exhibits "A-1" and "A-2". LESSEE shall have the right, subject to the requirements of Section 13, to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE agrees to maintain the non-structural portions of the Premises in good condition, reasonable wear and tear excepted and to avoid waste. LESSEE will repair any roof leaks or other damage to the roof caused by LESSEE's use of the Premises or its installation, use or maintenance of its equipment. LESSOR will maintain the Property, excluding the Premises and any damage caused by LESSEE, in good condition, reasonable wear and tear excepted.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as a satisfactory building structural analysis which will permit LESSEE to use of the Premises as set forth above. LESSEE covenants and agrees to diligently pursue such Government Approvals. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is

otherwise withdrawn or terminated by governmental authority or that the LESSEE determines that the site is no longer technically compatible for its use or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. In the event of such termination and where LESSEE has commenced construction activities on the site, LESSEE agrees to either complete the construction or to restore the Property to its former operating condition. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR and all rents unpaid but due and owing shall be paid by LESSEE. Upon such termination, this Agreement, except as otherwise preserved or surviving as specified herein shall become null and void and the Parties shall have no further obligations including the payment of money, to each other.

7. ACCESS TO BUILDING. LESSOR agrees that the LESSEE shall have free access to the Building at all times for the purpose of installing and maintaining the said equipment; provided however, such access shall not interfere with the public safety and emergency response activities of LESSOR's fire, police and emergency service departments at the Property. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the roof and Building. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Building and Premises.

8. BUILDING COMPLIANCE. LESSOR covenants that it will keep the Building in good repair as required by all federal, state, county and local laws. If the LESSOR fails to make such repairs including maintenance, the LESSEE may demand LESSOR to make necessary repairs and, if LESSOR does not commence such repairs within thirty (30) days the reasonable costs thereof shall be payable to the LESSEE by the LESSOR on demand; provided, however, if immediate repairs are necessary in order to prevent injury or damage to persons or property, LESSEE may undertake such necessary repairs and agrees to promptly notify LESSOR of such emergency repairs and may submit the reasonable costs thereof to LESSOR for reimbursement. If the LESSOR does not make payment to the LESSEE within twenty (20) days after such demand, the LESSEE shall have the right to deduct the reasonable costs of the necessary repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

9. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable municipal, state and federal codes and regulations, including but not limited to all applicable radio frequency emissions standards adopted by the federal government pertaining to radio frequency emissions. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's equipment.

10. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or

agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents, subject to LESSOR's immunities under the Maine Tort Claims Act, Title 14 § 8101, et. seq., and such similar municipal immunities under common law.

11. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence. LESSOR shall not be required to maintain comprehensive general liability and property liability insurance with coverage equivalent to the liability limits of liability insurance in excess of the limitation on damages applicable to LESSOR under the Maine Tort Claims Act (currently $400,000.00). LESSOR agrees that LESSEE may self insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy, provided that LESSEE provides LESSOR with evidence that LESSEE'S or LESSEE's general partner's net worth during any period of self insurance is not less than $25,000,000.00. LESSEE's contractors providing services or work at the Property shall be required to provide LESSOR with proof of insurance within the above-described limits, to name LESSOR and LESSEE as additional insureds and to provide proof of Worker's Compensation Insurance. If LESSEE assigns this Agreement pursuant to Paragraph 20 while LESSEE is self insuring, and if the assignee cannot satisfy this net worth requirement, such assignee shall be required to secure and maintain liability insurance as stated above and shall be required to provide LESSOR a certificate of insurance evidencing the same.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR. Upon and following such termination, however, the provisions under Sections 14 and 25 are deemed to survive and the obligations of the Parties thereunder shall continue until otherwise terminated by law.

13. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency that will not cause measurable interference to the equipment existing as of the Effective Date of the LESSOR or other lessees of the Property. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with

the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

14. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its equipment, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. Footings, foundations, and concrete installed by LESSEE to support its installation under this Agreement, unless otherwise agreed to by LESSOR, will be removed to a depth of six (6) inches below grade. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and that LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent as a holdover tenant in accordance with the terms of Section 4 of this Agreement.

15. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder.

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing under this Agreement and the covenants herein shall peaceably and quietly have, hold and enjoy the Premises.

17. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

19. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

20. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the

LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to transfer to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

21. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Bar Harbor
Attn: Town Manager
93 Cottage Street, Suite 1
Bar Harbor, Maine 04609

LESSEE: Portland Cellular Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective three days after receipt of the mailing or the date of delivering the same to a commercial courier, as permitted above.

22. SUCCESSORS. This Agreement shall extend to and bind the successors and assigns of the Parties hereto.

23. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement, which LESSEE will record with the appropriate Registry of Deeds. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or affect any remedies for default against the LESSEE unless and until the

LESSEE has failed to cure the same within the time periods provided in this paragraph.

25. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE. LESSOR's indemnification of LESSEE as provided in this section shall be subject to LESSOR's immunities under the Maine Tort Claims Act, Title 14 § 8101, et. seq., and such similar municipal immunities under common law.

c. LESSEE shall not bring any hazardous materials onto the Premises except for properly stored, reasonable quantities of common materials used in telecommunications operations. LESSEE shall handle, store and dispose of any such hazardous materials it brings onto the Premises in accordance with all federal, state and local laws and regulations. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSEE'S failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent such concerns or conditions were caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to or caused by LESSEE's use of the Property or LESSEE'S activities conducted thereon, to the extent such environmental conditions are caused by LESSEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that

cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rent shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

28. SUBMISSION OF AGREEMENT. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party, removal of LESSEE's property and environmental liability shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience

only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

32. TAXES. LESSEE, upon presentation of sufficient and proper documentation, shall pay as additional rent an amount equal to any documented increase in real estate taxes levied against the Property which are directly attributable to Lessee's improvements to the Premises. LESSEE reserves the right to challenge the relevant taxing authority concerning any such assessment, and LESSOR agrees to cooperate with LESSEE in connection with any such challenge. LESSEE further agrees to timely pay all real and/or personal property taxes as LESSOR or the State of Maine may assess against LESSEE's property interests at the Property.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

TOWN OF BAR HARBOR

Jane L. Jarvis
WITNESS

By: _____
Print Name: Dana Reed
Its: Town Manager

LESSEE

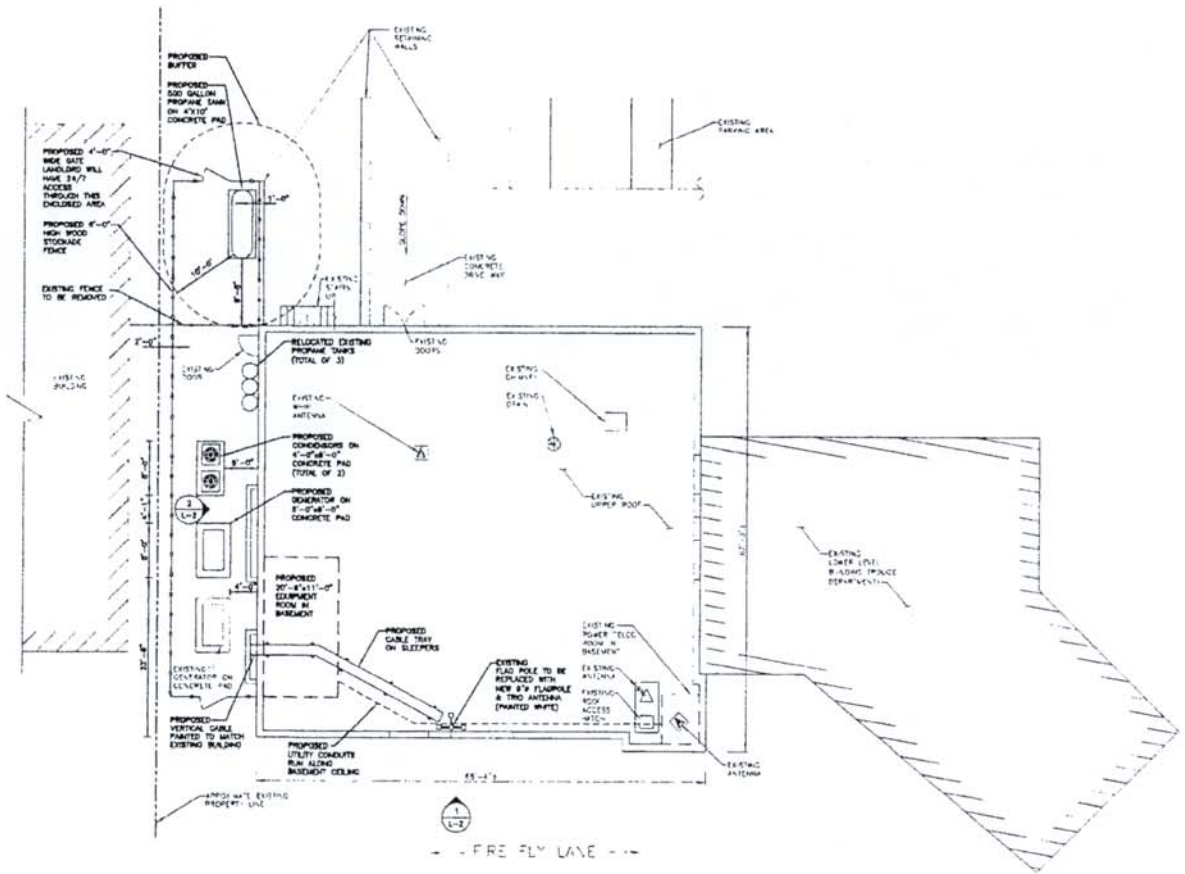
PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By: Cellco Partnership, its General Partner

Diane Ippolito
WITNESS

By: _____
David R. Heverling
Vice President, Network- Northeast Area

6 23 08



SITE PLAN

GRAPHIC SCALE

APPROX. TRUE NORTH

NOTE:
1. VERIFY AZIMUTHS W/ RF ENGINEER
2. REFER TO STRUCTURAL ANALYSIS BY OTHERS

LEASE EXHIBIT

PREPARED BY:
Hudson

SITE PLAN

REV	DATE	DESCRIPTION
0	07/20/07	ISSUE FOR REVIEW
1	01/30/08	REVISED ANTENNA MOUNT
2	02/05/08	REVISED PROPANE TANK

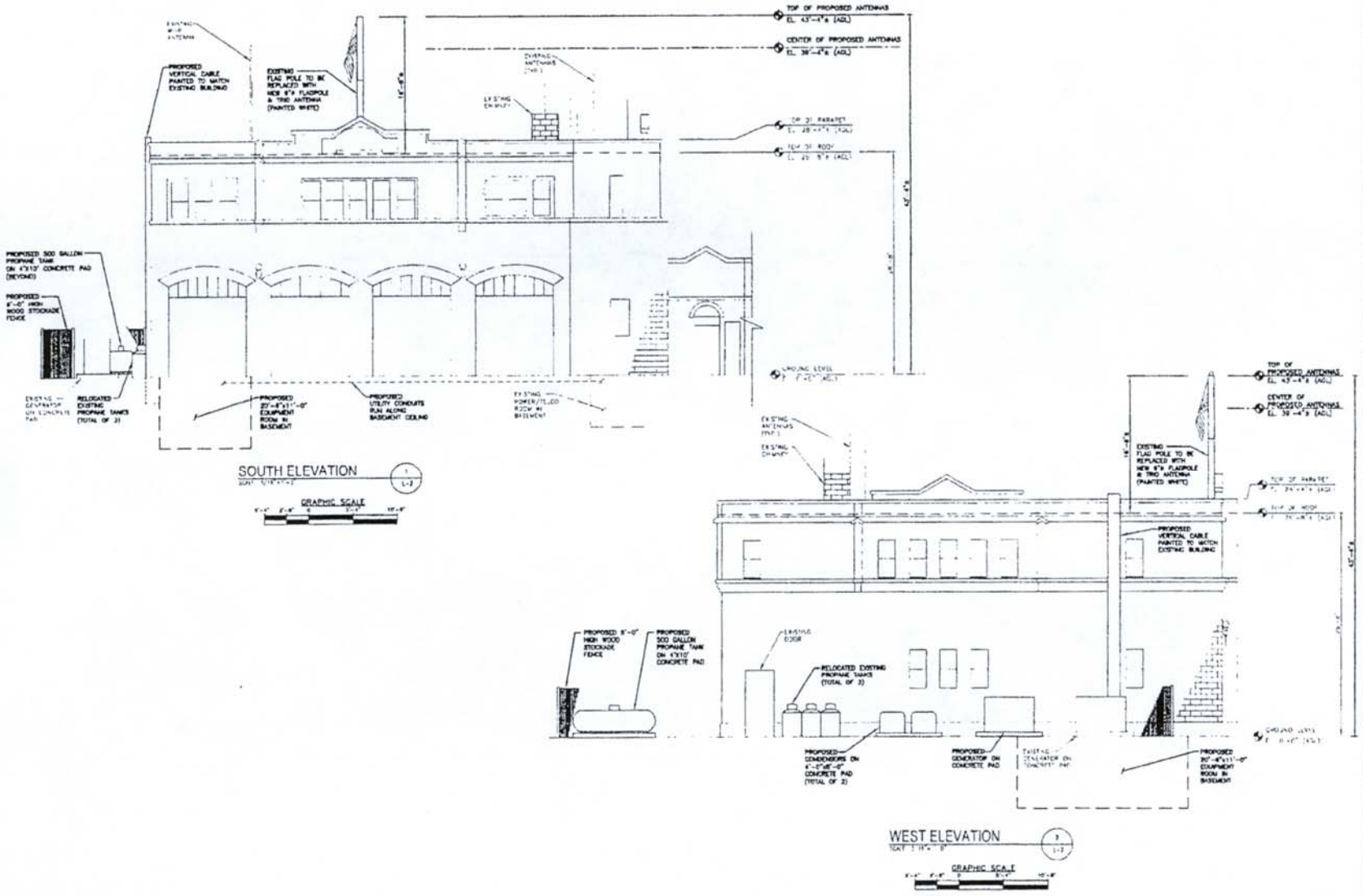
REGISTERED ENGINEER

DRAWN BY: BT

CHECKED BY: JN

BAR HARBOR DT, ME
(PCS)
37 FIRE FLY LANE
BAR HARBOR, ME
04609

A-1



NOTE
1. VERIFY AZIMUTHS W/ RF ENGINEER.
2. REFER TO STRUCTURAL ANALYSIS BY OTHERS

LEASE EXHIBIT

Hudson

ELEVATIONS

REV	DATE	DESCRIPTION
0	07/05/07	LEASE EXHIBIT
1	01/30/08	REVISED ANTENNA HEIGHT
2	02/05/08	REVISED PROPANE TANK

PREPARED BY

REGISTERED ENGINEER

DRAWN BY: BT

CHECKED BY: JB

BAR HARBOR DT, ME (PCS)
57 FIRE FLY LANE
BAR HARBOR, ME 04609

A-2

VIII. D

Memo

To: **Town Council, Cornell Knight, Town Manager**

From: Stan Harmon, Finance Director

CC:

Date: 4/13/2016

Re: **Budget Transfer Request – Municipal Building**

As we wind up with this largest phase of the Municipal Building renovations, there is some additional work that I authorized for the interior renovations on the main floor that either wasn't addressed in the design phase, local Code issues surfaced, expanded the scope to recover painted, glued or stained woodwork, State Fire code changes, HVAC engineering changes or other unanticipated changes due to the renovations. These were above the original interior contract that was signed.

A Brief Recap --The original bond for the renovations was for $2.2 Million approved in June 2014, with $50,000 added in July 2015 after the lowest contractor interior bids came in $150,000 higher than anticipated---and $100,000 was immediately cut by reducing the scope of the project. Approximate costs so far are:

Roof -$320,000, including $32,000 in extras for hazardous material abatement
Masonry -$565,000, including $98,000 in extras to repoint 100% of South and East side beyond the bid design specifications
Windows -$490,000 with no changes or extras
Balance to Interior work -$875,000; originally projected at $1 million.

When the bids for the interior component came in, we were forced to reduce the scope of the interior project but very satisfied that the "envelope" (roof, masonry, windows) was fully renovated as a prudent first priority---thereby stopping the deterioration of the building. Additionally, before signing a contract for the interior work, the scope was identified to enable a complete professional re-do of the Finance, Assessing, Code, Planning, breakroom and their respective meeting/storage areas. This would include modern air conditioning, ventilation and lighting, etc. The Architects (A4) were also advised to continue with the re-design of the offices to bring back as much of the historical and wood interior of the original look as possible. The resulting design incorporated some of the old woodwork, such as the saving the transom windows previously located in finance, refurbished and installed in Planning, refinished the

wood floors and hopefully bring back a distinctive historical appearance that should make most taxpayers proud of both the interior as well as the exterior.

Needed Budgetary Transfer - I am projecting a needed transfer to cover the final change order items of approximately $42,000. This covers continuing architectural oversight of the construction and changes to the design that were not outlined in the original design/bid specifications. Additionally, there were numerous minor unanticipated Code issues related to plumbing, electrical circuits, etc. that had to be addressed with change orders. To date, with an original contract of $780,000, we have $27,000 in changes approved (see attached), or 3.5%. With added engineering costs, architectural design, clerk of the works services and other minor expenses in the building, we are short $42,000 to complete the project. We waited for the construction crew to be working in the very last phase in the Planning & Code area to properly cost out any modifications needed that were not in the contract. I believe we are now at that point where most every unknown is now flushed out. We expect substantial completion by 4/22/2016.

Should you wish to transfer monies, there are likely two easily available sources:

Contingency funds - $43,366 remaining bal. (#1036-5906)

Assessing wages - $20,000 staff vacancy (#1032-5105)

Possible Motion:

That the Town Treasurer transfer $42,000 to the CIP Municipal Building account #2124-6130; $22,000 from Contingency account #1036-5906 and $20,000 from Assessing account #1032-5105.

Future Work - There is space upstairs by the conference room to add a bathroom; renovations could be done on the entrances to the building (bring back the wooden doors, e.g.), renovate the concrete entrances/steps, perhaps adding heated steps; renovate the downstairs area outside and next to the Chamber offices, consider any desired upgrades to the auditorium area and Council chambers and finally, complete the renovations eliminated from the contract for upgrading the Finance Director, TSA's and rental offices on the main floor.

Town of Bar Harbor Municipal Building Interior Renovations, Phase 2

Change Orders Log

Prepared by A4 Architects

Updated March 24, 2016

#1	$	3,451.80	Electrical changes, 220V range recept., dedicated circuits for Lunchroom 221B, Assessing Assistant Room 221
	$	(3,215.00)	Sprinkler Revisions Credit
	$	(650.00)	Lutron switch/sensor revisions, 2 light circuits for Finance Room 211 for future dimming.
	$	(290.00)	Wiremold revisions/overall receptacle count reductions
	$	(280.00)	Labor saviings due to duct relayout requiring fewer masonry openings
	$	**(983.20)**	**Total Change Order #1 Amount**
#2	$	1,375.00	Lunchroom sink installation w/mechanical vent
	$	1,342.00	New waste vent piping (none previously) and roof flashing for ADA Bathroom
	$	**2,717.00**	**Total Change Order #2 Amount**
#3	$	2,700.00	Supply 2 cartons Armstrong SoundSoak 60 wall panels, install along with 3 cartons from owner
	$	200.00	Overage on Mail Center cabinetry above allowance
	$	2,450.00	Overage on Service Counter after final details were developed for fabrication
	$	**5,350.00**	**Total Change Order #3 Amount**
#4	$	1,000.00	For difficulty of removing gummy carpet glue in Assessing Quadrant.
	$	(10,500)	Front Entry Door and hardward cerdit.
	$	600.00	Construct tiled box for ADA Bathroom sink plumbingconcealment.
	$	235.00	Countertop and maple trim at DMV Cabinet area in Finance Dept.
	$	4,650.00	Staining upcharge for maple trim and cabinetry
	$	**(4,015)**	**Total Change Order #4 Amount**
#5	$	430.00	Furnish and install new ADA bathroom accessories
	$	746.71	Purchase (2) ERGO 101 Pole Mount Flat Screen Monitor Arms for Finance Service Counter
	$	**1,177**	**Total Change Order #5 Amount**
#6	$	3,410	Phase 2A wood floor concealed damage repair and hole patching
	$	320	Added Assessing Workstation brace, PC shelves and Cash Drawer locks at Finance Service Counter
	$	414	Hold-down bolts at Workstation end walls
	$	(2,580)	Credit for not replacing the 8 tread nosings in Corridor and quarry tile flooring at Front Entry
	$	**1,564**	**Total Change Order #6 Amount**
#7	$	(450)	Delete fixed window at Office 220B, maple trim from various rooms
	$	165	Add maple trim to short walls.
	$	2,036	Add tall shelf unit to Planning File Storage, doors to open shilving at Meeting Room.
	$	480	Remove paint and glue from wood cove base in Phase 2B Quadrant.
	$	970	For difficulty of removing gummy carpet glue in Phase 2B Quadrant.
	$	**3,201**	**Total Change Order #7 Amount**
#8	$	885	Replace cast iron/lead piping in Bathroom w/ new PVC
	$	380	New Lutron switch/sensor in ADA Bathroom, reduce receptacles in phase 2B
	$	300	Corridor sanding done to date (300 s.f. @ additional $1/sf difficulty removing gummy glue)
	$	1,980	Add (2) 28" LED picture lights to Meeting Notice Case in Corridor, recess (1) recept into base
	$	2,300	Trim out transom windows inRm 220/220C, after credit for budgeted work
	$	2,310	Extra work to do final paint stripping, hide imperfections/stains in wood trim for natural stained finish
	$	1,607	Planning Rm 220 Public Review layout surface w/3' wide Dept. shelving below
	$	1,386	Soundsoak acoustic panels 4' tall above chair rail in Room 220 (up to 20 l.f.)
	$	2,085	Install (4) 4' UF4 Runtal radiators in Grey Brown color instead of White in Corridor, after credit
	$	600	East-West Corridor sanding remaining (600 s.f. @ additional $1/sf difficulty removing gummy glue)
	$	1,650	Remove glue and print from Coridor cove base for natural finish (Includes South Corridor)
	$	588	Clean up Corridor electrical conduit
	$	1,207	Half-height door (gate) and lockset installed with hardware
	$	**17,278**	**Total Change Order #8 Amount**

$ 26,288.51 Total Change Order Approved Amount as of March 24, 2016 (Note: CO#5 incorrectly approved for $30 extra)

3.37% As a percentage of the Contract Amount of $780,000

Anticipated Future Change Orders

Raise Roll of Honor Cabinet (T&M)

Allowance reconciliation for door hardware and installation

Allowance reconciliation for Meeting Notice Case and other Bulleting Boards in Corridor

Phase 2B wood floor repair due to damage hidden under carpeting or furnishings, including Corridor.

State Construction Permit-required work:

a) Purchase and install certain Stairway and Basement door hardware

b) Work to provide smoke-separation between occupied and unoccupied areas in Basement