

Agenda
Bar Harbor Town Council
October 18, 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 – October 4, 2016 – next meeting**
- IV. **ADOPTION OF AGENDA**
- V. **FINANCIAL STATEMENTS** – Review and possible adoption of a motion to accept the financial statements as presented.
- VI. **CONSENT AGENDA** – A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:
 - A. **Special Amusement Permit: Little A’s** – Possible motion to file update status memo from Police Chief
 - B. **Veterans’ Day Bell Ringing** – Possible action to request local churches to sound their bells in observance of Veteran’s Day, per state statute 30-A-MRSA §2901.4.
 - C. **November 8, 2016 Election** - Possible motion to confirm the Registrar of Voters office hours are during regular business hours.
- VII. **REGULAR BUSINESS:**
 - A. **Community Solar Farm** – Possible approval of lease agreement and memorandum of lease.
 - B. **Cruise Ship Passenger Limits** – Possible motion to exceed the passenger caps on seven dates in 2018.
 - C. **Recycling Task Force Bylaws** – Consideration and possible motion to amend the Recycling Task Force Bylaws to include alternative fee structure encouraging recycling and a fee for commercial waste.
 - D. **Route 3 Reconstruction Project: Pedestrian Path Lights** - Request from Dick Cough to raise funds for light installation.
 - E. **Treasurer’s Warrant** – Request of Treasurer to authorize paid bills.
- VIII. **TOWN MANAGER’S COMMENTS**
- IX. **COUNCIL COMMENTS AND SUGGESTIONS FOR NEXT AGENDA**

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

XI. **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: Friday, October 14, 2016
Re: **Town Council Meeting of October 18th**

CALL TO ORDER – 7:00 P.M.

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

V. FINANCIAL STATEMENTS – Finance Director Stan Harmon has enclosed his monthly report. With 3 months into the fiscal year, expenses are ahead of budget due in part to an extra payroll compared to last year. If acceptable a motion: to accept the Financial Report as presented.

VI. CONSENT AGENDA –

- A. **Special Amusement Permit: Little A's** – See the enclosed memo from Chief Willis. Possible motion to file update status memo from the Police Chief
- B. **Veterans' Day Bell Ringing** – Possible action to request local churches to sound their bells in observance of Veteran's Day, per state statute 30-A-MRSA §2901.4.
- C. **November 8, 2016 Election Registrar of Voters** – See the enclosed memo from Town Clerk Pat Gray regarding office Possible motion to confirm the Registrar of Voters office hours are during regular Town Clerk business hours.

A possible motion: to approve the Consent Agenda as published

VII. REGULAR BUSINESS:

- A. **Community Solar Farm** – Enclosed is the Site Lease Agreement, the Memorandum of Lease and the Solar Farm description packet. The town attorney has reviewed the document and his suggested changes were added to the final draft. The memorandum would be filed in the Registry of Deeds to alert

someone during a title search that there was an active lease on the property. It is a 25 yr. lease with two 5 yr. options. The annual rent to the town will be \$888. If acceptable, a possible motion: to approve the Site Lease Agreement with the Bar Harbor Community Solar Association and approve the Memorandum of Lease for the Bar Harbor Community Solar Farm and authorize the town manager to sign both documents.

- B. **Cruise Ship Passenger Limits** – See the enclosed memo from Harbormaster Charlie Phippen. The Cruise Ship Committee is recommending that the passenger caps be exceeded on 7 dates in 2018 and the effects of the additional passengers be measured. The passenger caps in the shoulder seasons are 5,500 per day and in July and August 3,500 per day. If acceptable, a possible motion: to approve the higher passenger caps on the 7 dates in 2018 listed in the Harbormaster's memo dated October 13, 2016, and ask the Cruise Ship committee to measure the impacts on the town.
- C. **Recycling Task Force Bylaws** – See the enclosed request from Councilor Friedmann to amend the By-laws to allow consideration of pay-as-you-throw (PAYT) and charging for commercial waste. The current By-Laws are enclosed. If acceptable a possible motion: to amend the Task Force on Recycling By-Laws to add under Duties and Responsibilities, consider a Pay-as-You-Throw program and consider fees for commercial waste delivered to the transfer station.
- D. **Rte. 3 Pedestrian Path**- Enclosed is request from Dick Cough representing the self-appointed Bar Harbor Gateway Beautification Group. They would like to add lighting along the pedestrian path. The Rte 3 project is out to bid, so this would be a contract directly with the General Contractor. There are streetlights that may provide enough light for the path once the right of way is cleared, but they are looking for more light to the path. A possible motion: to authorize the Bar Harbor Gateway Beautification Group through the Village Improvement Association to raise funds for the installation of lights along the Rte. 3 pedestrian path as discussed in the request from Dick Cough dated October 13, 2016.
- E. **Treasurer's Warrant** –A possible motion: to sign the Treasurer's Warrants for paid bills.

Memo



To: Town Councilors; Cornell Knight
From: Stan Harmon, Finance Director
CC: Department Heads *PAT*
Date: 10/13/2016
Re: Fiscal Year 2017 – September 30, 2016 – 3 Months Results

General Fund

Attached are the financial results for 3 months of operations for FY 2017 through the end of September. The auditors arrived the 2nd week of October and have left. Most audit work now will be accomplished via email as they have received much of the data electronically from the Finance department. They expect one more field visit later in October.

Expenditures (25% goal)

The September summary statements show 27.0% spent versus 25.2% of the budget spent last year. 27.6% of the \$3.6 million in budgeted municipal wages are spent year-to-date compared to 22.9% in September 2015, the difference primarily due to the “timing” of payrolls. No new higher spending areas are evident at the end of the first fiscal quarter other than Solid Waste expenses which are still trending up seasonally versus last year, partly due to planned PERC price adjustments, but also due to haulage costs, which could be a budget issue...too early to tell.

Non-Property Tax Revenues (25% goal)

32% of the budget for non-property tax revenues is now collected which is right on with the 32% collected at this point last year. With only three months of activity booked we show that Vehicle Excise is up 3% over the prior year; net Ambulance revenues are down \$48,000, or 35% from last year, due primarily to finance’s inability to send out bills with our staff shortage as we processed tax collections first; but Building Permits are up by \$25,000 over 2016. Police revenues are up due to unbudgeted MDEA reimbursements that have been billed. It is anticipated that net Ambulance revenue will not hit its budget targets, which will be similar results to what was experienced in the last 3 years.

Ambulance Revenues - a staffing shortage has caused some delay in September billings

FY 2017	3 Months YTD	Runs Billed	213	Ave. <u>Gross</u> Billing (per run)	\$640
FY 2016	3 Months YTD	Runs Billed	298	Avg. <u>Gross</u> Billing (per run)	\$618
FY 2015	3 Months YTD	Runs Billed	227	Avg. <u>Gross</u> Billing (per run)	\$639
FY 2017	3 Months YTD	Runs billed	213	<u>Net</u> Collections (per run)	\$408
FY 2016	3 Months YTD	Runs billed	298	<u>Net</u> Collections (per run)	\$454
FY 2015	3 Months YTD	Runs billed	227	<u>Net</u> Collections (per run)	\$423

	<u>9/30/2016</u>	<u>9/30/2015</u>
Ambulance Accounts Receivable	\$187,745	\$218,444

Excise-Motor Vehicle Revenues- total revenue data shows we are 3% over last year.

FY 2017	3 Months YTD	1309 units	\$272,164	=\$207 / per vehicle
FY 2016	3 Months YTD	1386 units	\$263,884	=\$189 / per vehicle
FY 2015	3 Months YTD	1346 units	\$249,265	=\$185 / per vehicle
FY 2014	3 Months YTD	1379 units	\$252,504	=\$183 / per vehicle

Building Permitting Revenue- revenue is up due to Jax & Bio Lab permits issued

FY 2017	3 Months YTD	82 permits	\$38,277	=\$466 / permit
FY 2016	3 Months YTD	77 permits	\$16,667	=\$216 / permit
FY 2015	3 Months YTD	79 permits	\$22,234	=\$281 / permit

FY '15 Previously Authorized Council Budget Adjustments or Transfers:

Contingency Fund Activity for FY '17:

Beginning Balance	(Town Meeting Approval)	\$53,366
Minutes-8/16/16	Town Council-PD-CIP-Taser Eq. transfer	<u>-\$2,500</u>
Ending Balance	@ 9/30/16 (available #1036-5906)	\$50,866

Other General Fund Transfers:

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

Cruise Ship Fund Transfers:

From: Expense #6510-5359 to CIP-PD Eqp (TC 8/16/16 transfers)	-\$2,500
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Capital Improvement Transfers/Adjustments:

To Rev: CrShipFd Transfer #2188-4364 (Town Council 8/16/16)	\$ 2,500
GenFundContingency Transfer #2188-4806	\$ 2,500
Other Donations-Police Fund #2182-4512	<u>\$ 8,719</u>
To Exp: PD-Tasers #2145-6238 CIP Police Taser Equipment	\$13,719

Property Tax Collection & Receivable Update:

The first half taxes due September 30th and came in level with last year's excellent collection rate. There is 47% taxes outstanding as of 9/30, with the balance due on March 31st.

<u>Year</u>	<u>Property Taxes Outstanding Balance</u>	<u>@ 9/30/16</u>	<u>@ 9/30/15</u>
		<u>%</u>	<u>Balance %</u>
2007	\$ 978	0.1%	\$ 2,890 0.1%
2008	\$ 1,368	0.1%	\$ 5,075 0.1%
2009	\$ 3,240	0.1%	\$ 7,740 0.1%
2010	\$ 2,900	0.1%	\$ 9,141 0.1%
2011	\$ 5,807	0.1%	\$ 10,557 0.1%
2012	\$ 5,654	0.1%	\$ 10,474 0.1%
2013	\$ 3,370	0.1%	\$ 131,042 0.9%
2014	\$ 80,932	0.6%	\$ 296,606 2.0%
2015	\$ 214,610	1.4%	\$ 7,412,989 47.6%
2016	\$ 7,514,960	47.3%	

Cash Investment and Status Report / Banking

On September 30th, the Town had \$17,990,000 on hand in all funds—approximately \$390,000 more than last year’s total balances at this same time period. Checking interest rates are at .38% vs .33% last year.

Wastewater Division Fund

Financials (25% - 3 month Benchmark)

	<u>Annual Budget</u>	<u>Sep YTD Actual</u>	<u>% Spent</u>
Spending shows the following:			
<i>Oper & Maint-FY2017-this year</i>	\$1,328,665	\$317,292	24%
<i>Oper & Maint-FY2016-last year</i>	\$1,330,551	\$265,472	20%
	<u>9/30/2016</u>	<u>9/30/2015</u>	
Accounts Receivable-Wastewater	\$42,217	\$43,187	

Water Division Fund

Financials (25%-3 month Benchmark)

	<u>Annual Budget</u>	<u>Sep YTD Actual</u>	<u>% Spent</u>
Spending shows the following:			
<i>Oper & Maint-FY2017-this year</i>	\$1,057,692	\$216,736	20%
<i>Oper & Maint-FY2016-last year</i>	\$1,053,291	\$231,161	22%
	<u>9/30/2016</u>	<u>9/30/2015</u>	
Accounts Receivable-Water	-\$6,464	-\$7,105	

Technology

In September, Steve continued to migrate and install numerous profiles for new Dispatch, Police and Fire pc’s, including upgrading Windows 10 pcs and install new PD monitoring systems. Additionally, he worked with Mount Desert staff to allow remote access to Munis and other PD software. He repaired/replaced some printers, battery backups, switches, cameras and wiring from a lightning strike at various departments, assisted in an antenna re-location for Water at the Municipal building, re-installed the wide format scanner at a new public works location, set up a new profiles for employee/staff turnover, worked with a network engineer to install a white

noise masking system in the main hall and attended a pre-planning meeting on better parking ticket tracking for 2017.

Assessing

Justin’s report highlights the result of the annual State audit and valuation report. He noted that there is a decrease in the average ratio for Residential properties...with the detail indicating that the residential market is beginning to surpass assessed values for the first time since the 2006 revaluation. He also was encouraged by the State’s feedback that his assistant, Deanne is properly maintaining the BETE information on personal property.

The GIS/E911 project planned that basically cross references the State address database with the in-house data address points will continue on into October and likely into November; ensuring that the State (& County dispatch) has the latest information. It is a time consuming manual process, but critical to E911 public safety.

Three tax abatements have been granted in the new tax year that recognized property value loss due to deferred maintenance issues. All three do have permits underway to rehab, allowing the Town to recapture the higher valuations next year.

Cruise Ship Fund

Revenue activity so far – 3 months:	<u>Budget</u>	<u>Actual</u>	<u>%</u>
FY2017	\$679,326	\$250,372	37%
FY2016	\$605,735	\$296,177	48%
FY2015	\$632,224	\$201,314	32%
FY2014	\$656,933	\$218,522	33%

Town of Bar Harbor
Expenses - Period Ending
9/30/16

13-Oct-16

25.0% of Year Completed

General Fund	Dept	A FY '17 Annual Adj'd Budget	B FY '17 3 Months Actual	C FY '16 12 Months Pre-Audit	D Bud Variance Under (over) Col. A-B	E % Spent of Budget (B/A=E)	FY '15 12 Months Actual	Comments on variances
Town Council	10	\$ 38,434	\$ 751	\$ 33,557	8,858	2.0%	\$ 37,388	Timing
Town Manager	12	\$ 126,221	\$ 31,066	\$ 116,286	489	24.6%	\$ 131,270	
Town Clerk	14	\$ 133,137	\$ 31,726	\$ 117,504	1,558	23.8%	\$ 123,202	
Finance Dept.	16	\$ 335,594	\$ 98,565	\$ 327,892	(14,667)	29.4%	\$ 322,362	Timing
Town Attorney	18	\$ 18,950	\$ 1,380	\$ 18,544	3,358	7.3%	\$ 36,982	
Elections	20	\$ 18,230	\$ 120	\$ 9,764	4,438	0.7%	\$ 12,156	
Technology	22	\$ 149,514	\$ 43,545	\$ 171,317	(6,167)	29.1%	\$ 147,667	Timing
Municipal Building	24	\$ 69,568	\$ 18,340	\$ 84,144	(948)	26.4%	\$ 96,879	
Town Offices	26	\$ 35,646	\$ 12,068	\$ 37,404	(3,157)	33.9%	\$ 35,269	Timing
Employee Benefits	28	\$ 1,434,848	\$ 324,850	\$ 1,346,953	33,862	22.6%	\$ 1,252,271	Timing
Code Enforcement	30	\$ 76,432	\$ 18,207	\$ 70,055	901	23.8%	\$ 91,282	
Assessing Dept.	32	\$ 134,996	\$ 31,701	\$ 116,749	2,048	23.5%	\$ 116,759	
Planning Dept.	34	\$ 160,456	\$ 36,906	\$ 125,398	3,208	23.0%	\$ 91,360	
Miscellaneous	36	\$ 217,878	\$ 102,461	\$ 201,520	(47,992)	47.0%	\$ 211,723	Timing
Fire / Ambulance Dept	42	\$ 844,514	\$ 232,409	\$ 781,816	(21,281)	27.5%	\$ 731,679	Timing
Hydrants-Public Fire	43	\$ 585,602	\$ 146,401	\$ 533,036	(1)	25.0%	\$ 480,468	
Police Dept.	45	\$ 1,056,842	\$ 303,931	\$ 1,032,819	(39,721)	28.8%	\$ 983,866	Timing-seasonal
Dispatch Division	47	\$ 215,590	\$ 56,243	\$ 217,475	(2,346)	26.1%	\$ 204,277	
Public Safety Bldg.	49	\$ 36,143	\$ 3,755	\$ 40,135	5,281	10.4%	\$ 42,602	Timing
Street Lights	51	\$ 71,575	\$ 15,308	\$ 64,625	2,586	21.4%	\$ 69,069	
Harbor Dept.	53	\$ 115,815	\$ 30,933	\$ 113,717	(1,979)	26.7%	\$ 116,162	Timing-seasonal
Parks & Rec & Glen M	59	\$ 239,154	\$ 88,333	\$ 239,239	(28,545)	36.9%	\$ 229,730	Timing-seasonal
Emrg Mgt & Gen Assis	63/66	\$ 1,458	\$ 76	\$ 1,269	289	5.2%	\$ 1,170	
Cooperating Agencies	68	\$ 40,038	\$ 9,103	\$ 42,843	907	22.7%	\$ 45,231	
Comfort Station	70	\$ 92,432	\$ 28,377	\$ 96,243	(5,269)	30.7%	\$ 83,607	Timing-seasonal
Public Works	75	\$ 147,064	\$ 37,096	\$ 142,561	(330)	25.2%	\$ 144,809	
Highway Dept	77	\$ 1,040,312	\$ 249,246	\$ 949,596	10,832	24.0%	\$ 1,160,595	
Solid Waste	79	\$ 644,199	\$ 226,009	\$ 611,545	(64,959)	35.1%	\$ 611,136	Pricing/seasonal
General Fund Totals		\$ 8,080,642	\$ 2,178,906	\$ 7,644,006	\$ (158,746)	27.0%	\$ 7,610,971	
payroll periods		26	7	26		26.9%	26	

FY17 Budget excludes \$2,500 transferred to CIP by TC during FY17
FY17 Budget Includes \$40,591 in carryover encumbrances from FY2016

General Fund - Revenues

Town of Bar Harbor
YTD September 30, 2016
25.0% - 3 Months

<u>Department</u>	<u>Budget FY'17 12 Months</u>	<u>Actual FY'17 3 Months</u>	<u>Actual FY'16 12 Months</u>	<u>Bud. Var. Favorable (Unfavorable)</u>	<u>% Rev's Received 16.7% Goal</u>	<u>Variances From Budget Goal Comments</u>
Town Clerk Fees	\$ 28,140	\$ 6,614	\$ 25,321	(421)	24%	
Finance Department	\$ 180,197	\$ 45,083	\$ 181,275	34	25%	
Municipal Building Rents	\$ 32,000	\$ 13,645	\$ 35,190	5,645	43%	Timing-prepayments
Code Enforcement Permits	\$ 152,194	\$ 50,242	\$ 139,234	12,194	33%	Higher trend
Planning Fees	\$ 16,550	\$ 7,784	\$ 10,737	3,647	47%	
Ambulance/Fire Fees	\$ 417,100	\$ 86,929	\$ 299,376	(17,346)	21%	Timing & Lower trend
Police Department	\$ 71,889	\$ 50,432	\$ 86,458	32,460	70%	seasonal-timing
Harbor Department	\$ 54,600	\$ 33,912	\$ 66,708	20,262	62%	seasonal-timing
Parks & Recreation	\$ 700	\$ 200	\$ 800	25	29%	
Highway Division	\$ 10,910	\$ 480	\$ 12,018	(2,248)	4%	
Solid Waste-Recycling	\$ 75,300	\$ 17,945	\$ 48,431	(880)	24%	
Departmental	\$ 1,039,580	\$ 313,266	\$ 905,548	53,371	30%	
P.I.L.O.T.'s	\$ 129,100	\$ 31,086	\$ 132,862	(1,189)	24%	
Interest Income	\$ 23,000	\$ 2,256	\$ 33,575	(3,494)	10%	Timing
Misc, Cable Franch., other	\$ 121,927	\$ 77,877	\$ 121,138	47,395	64%	Timing
Excise & Other Taxes	\$ 995,000	\$ 280,143	\$ 1,059,021	31,393	28%	Higher trend
Intergovernmental	\$ 242,123	\$ 99,175	\$ 242,427	38,644	41%	Timing
Revenues-Subtotal	\$ 2,550,730	\$ 803,803	\$ 2,494,571	166,121	32%	
Property Taxes	\$ 15,896,514	\$ 15,897,491	\$ 15,717,666		100%	
Transfers In-CS & Other Funds	\$ 275,147	\$ -	\$ 265,457	-	0%	
Fund Balance Used	\$ 105,000	\$ -	\$ 110,000		0%	
Grand Total-General Fund	\$ 18,827,391	\$ 16,701,294	\$ 18,587,694		88.7%	
Wastewater Revenues	\$ 2,131,500	\$ 11,904	\$ 1,747,577		1%	1st Qtr billed in Oct.
Water Revenues	\$ 2,084,202	\$ 459,617	\$ 1,854,635		22%	1 Qtr billed
Cruise Ship Fund Rev's	\$ 679,326	\$ 250,373	\$ 590,354		37%	on target

TOWN OF BAR HARBOR
CASH / INVESTMENT STATUS @ September 30, 2016

Note	Bank	Acct. No.	Purchase	Maturity	Interest Rate	Amount
**CHECKING ACCOUNTS						
GENERAL	BHBT	77548521	GL #10-1140		0.38%	\$ 2,936,000
SEWER	MACHIAS SB	8100333860 / 930	GL #35-1135		0.10%	\$ 50,000
SEWER	BHBT	77548513	GL #35-1140		0.38%	\$ 142,000
WATER	BHBT	77548556	GL #40-1140		0.38%	\$ 850,000
	Total Checking Accounts					\$ 3,978,000
GENERAL	BHBT	ICS - CDARS	FDIC custodial bank deposits	GL #10-1130	0.55%	\$ 5,839,000
GENERAL	The 1st		collateralized securities	GL #10-1145	0.75%	\$ 1,156,000
GENERAL	The 1st		collateralized securities	GL #10-1146	0.45%	\$ 1,008,000
SEWER	BHBT-	ICS - CDARS	FDIC custodial bank deposits	GL #35-1130	0.55%	\$ 1,054,000
SEWER	MACH S BK	ICS - CDARS	FDIC custodial bank deposits	GL #35-1120	0.15%	\$ 464,000
WATER	BHBT-bond \$	ICS - CDARS	FDIC custodial bank deposits	GL #40-1130	0.55%	\$ 1,810,000
**CERTIFICATES OF DEPOSIT: money market						
Gen Fnd	The First	14 months	27-Jan-16	27-Jan-17	0.25%	\$ 86,391
Gen Fnd	BHS&L	18 Months	27-Jun-16	27-Dec-17	0.70%	\$ 112,361
Gen Fnd	BHS&L	12 months	04-Dec-15	03-Dec-16	0.65%	\$ 112,782
Gen Fnd	MSB	12 Months	25-Oct-15	25-Oct-16	0.27%	\$ 112,585
Gen Fnd	MSB	1 Year-CDARS	12-Jan-16	12-Jan-17	0.27%	\$ 240,798
Gen Fnd	UTC-Camden	12 Month CD	11-Aug-16	11-Aug-17	0.15%	\$ 107,300
Gen Fnd	UTC-Camden	12 Month CD	10-Feb-16	10-Feb-17	0.15%	\$ 106,990
Gen Fnd	UTC-Camden	1 Year-CDARS	29-Sep-16	31-Mar-17	0.10%	\$ 236,597
#10-1160	Total Certificates of Deposit					\$ 1,115,804
CIP Reserves: Bar Harbor Banking & Trust - Trust Department						
GENERAL	COMB-combined funds		Money Mkt Funds Sweep		0.37%	\$ 205,218
	Microsoft Corp		Bond - AAA	03-Nov-18	1.30%	\$ 100,620
	Statoil ASA		Bond - AA	15-May-18	1.15%	\$ 99,739
	Federal Farm Cr Bank		Bond - AA+	11/27/2017	0.88%	\$ 99,934
	Fed Natl Mtg Assoc		Bond - AAA	2/19/2019	0.88%	\$ 250,182
	Fed Home Loan Mtg Corp		Bond - AAA	1/4/2018	0.00%	\$ 271,106
	Toronto Dominion Bank		Bond - AA-	5/2/2017	1.13%	\$ 100,013
	Nippon Teleg & Tel Corp.		Bond - AA-	7/18/2017	1.41%	\$ 100,245
	US Treasury Note		Note	9/30/2017	0.63%	\$ 249,785
	US Treasury Note		Note	10/15/2018	0.88%	\$ 200,218
	Amerisource		Bond - A-	5/15/2017	1.15%	\$ 100,020
	Capital One Bank		Bond - AA+	4/8/2019	1.25%	\$ 252,360
#10-1170	Total In Trust Fund					\$ 2,029,440
TOTALS: All CASH & INVESTMENTS						\$ 17,990,244

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



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

James K. Willis, Chief of Police

jwillis@mdpolic.org



VI A

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@mdpolic.org

Date: October 13, 2016

To: Town Manager Cornell Knight

From: Chief James Willis

Subject: Update on Little A's Special Amusement Permit

Since my update dated Sept. 14, 2016, no new complaints have been received about the Little A's Special Amusement permit.

Officer Sundberg learned from the owner of Little A's that in his continuing effort to mitigate noise, he purchased new doors; they were installed on 9/21/16. On 09/22/16 we received a complaint about noise from people smoking on the outside deck of Little A's. Our Officer did not locate anyone outside or any disturbances when he arrived. We followed up the following day with the complainant and the owner of Little A's. The complainant told us again that he appreciates our efforts and those of the owners of Little A's as things are much better. The owner of Little A's planned to put up signs on the deck asking patrons to keep the noise down.

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.

Town of Bar Harbor

Memo

To: Town Council
From: Pat Gray, Town Clerk
CC: Cornell Knight, Town Manager
Date: 10/13/2016
Re: Veteran's Day Bell Ringing

To commemorate the signing of the Peace Treaty in France, and in accordance with Maine State Statues, Title 31-A, Section 2901.4, which reads as follows:

Bell Ringing on Veterans Day. Each municipality shall, unless it will cause the municipality to incur an additional expense, cause any public bell or clarion within its possession or control to be rung at 11:00 a.m. on Veterans Day, and the municipal officers of each municipality shall request that any other bell or clarion within the town be rung voluntarily at 11:00 a.m. on Veterans Day, and shall take such steps as are necessary to properly coordinate public and volunteer events.

Council is required to organize a public bell ringing on Veteran's Day. If Council wishes to continue the above tradition, please pass a motion for staff to contact our local churches.

Town of Bar Harbor

Memo

To: Town Council
From: Patricia Gray, Town Clerk
CC: Cornell Knight, Town Manger
Date: 10/13/2016
Re: November 2016 Election –Registrar of Voters Hours

Traditionally, the registrar of voters office hours are posted in the town meeting warrant. This November there are no local issues thus the request to confirm the hours. Many municipalities registrar of voters are not the municipal clerk or even someone on staff. Their hours maybe set by the registrar who also may not hold office space within the municipal building. Municipal officers may set the schedule according to the needs of the municipality. In past years, the office was opened one night before the election in the evening for registration and no one ever appeared in those years. The fact that voters can register on the same day of the election and every day prior may contribute to the lack of voter appearance. Based on the history of office hours during the last five business days before the election; as registrar of voters, I request a motion to confirm the registrar of voters hours during the last five business days prior to Election Day remain the same as the current office hours: 8:30 am to 5:00 pm Monday through Friday.

Thank you for your consideration.

Pat

**Bar Harbor Community Solar Association
Site Lease Agreement**

This Site Lease Agreement (“**Agreement**”) is made and entered into by Bar Harbor Community Solar Association (hereinafter the “**Association**”), and the Town of Bar Harbor (hereinafter the “**Host**”), each of which may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

ASSOCIATION MEMBERSHIP

The members of Association are listed in the attached Exhibit A.

SITE

The Site is described in the attached Exhibit B (the “**Site**”) and is commonly known as a portion of the real property located at 60 Public Works Way, Bar Harbor, Maine, and more specifically described in a deed recorded in the Hancock County Registry of Deeds in Book 1132, Page 725 (the “**Property**”).

NOTICES

Except as otherwise provided for herein, all notices or other communications under this Agreement shall be delivered pursuant to Section 13 and shall be addressed as follows:

Association Contact	Richard N. Smith, President	Host Contact	Town Manager
Phone	207-244-0567	Phone	207-288-4098
Email	ricsmith@gmail.com	Email	
Address	P.O. Box 73 Seal Cove, ME 02061	Address	93 Cottage Street Bar Harbor ME 04609

RECITALS

Host is the owner of the Site and desires to lease the Site to the Association to permit it to install and maintain a solar photovoltaic electric generation system (the “**System**”).

The Association wishes to (i) enable its Members, as a group, to install, own, access, operate, maintain, repair, replace, and dispose of the System for the purpose of generating electricity for use by the Members of the Association pursuant to a separate Net Energy Billing Contract between the Association and the UTILITY (the “**NEB Contract**”); (ii) to maintain the Site as necessary to control the growth of vegetation impacting the performance of the System; (iii) perform all of the Association’s obligations set forth in the NEB Contract and (iv) to enforce all of Association’s rights set forth in the NEB Contract (all collectively the “**Purpose**”).

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained in this Agreement, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. Lease. Host hereby leases the Site to the Association for the Term of the Lease and for the purposes set forth herein. To the extent that others have access and use of the Property or the Site, Host warrants that such access and use shall not adversely or materially affect the Association's rights hereunder. The Association may record a memorandum of this Agreement.
2. Term, Renewal and Removal. The Parties' rights and obligations under this Agreement are expressly conditioned upon the full execution of the NEB Contract. In the event the Association is not able to enter into the NEB Contract within a reasonable time after the Effective Date (as defined below), the Association may provide notice thereof to the Host and this Agreement shall terminate. The initial term of this Agreement shall commence upon the effective date of the NEB Contract and shall continue until the date that is twenty-five (25) years after the date on which the System starts commercial operations (meaning it is generating electricity and sending it into the electricity transmission network). However, Host may terminate this Agreement in the event the System does not start commercial operations within twelve (12) months of the Effective Date (as defined below).
 - (a) Renewal. As long as the Association is not in material default of this Lease beyond any applicable cure period at the time of the exercise, the Association may extend the term of this Lease twice for an additional five years for each extension period (the "**Options**"). Any such extension shall be on the same terms, covenants, and conditions of this Lease in effect prior to the extension. The Association may exercise each Option by giving the Host written notice (the "**Option Notice**") at least ninety (90) days before the expiration of the Initial Term or Option period then in effect. The initial term and all renewal terms are referred to herein as the "**Term**."
 - (b) Holdover. Any holding over by the Association beyond the Term is prohibited without the prior written approval of the Host. Upon expiration of this Lease at the end of the Term or if the Association fails to give the notice required by Section 2(a) above, if the Host and Association are unable to agree upon the terms of a new lease, then the provisions of Section 2(c) below regarding removal shall apply. If the Association is obligated under this section to remove the System and fails to do so within the time prescribed, then the Association shall be in default and the Host, after notice of default and expiration of the applicable cure periods set forth in Section 10(a) below, may remove the System at the Association's cost.
 - (c) Removal. Upon termination of this lease, the Association shall cause its members to remove the System and return the Site to Host in substantially the same condition as it existed prior to construction, except that the Association shall not be required to remove any equipment or improvements located underground. Such removal shall be completed within ninety (90) days following the expiration of the Term of this lease, during which time the Association shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.
3. Rent/Consideration.
 - (a) Annual Rent: Annual Lease Payments to be paid by the Association to the Host shall be fifteen dollars (\$15.00) per kilowatt of solar capacity installed. Lease payments shall increase by 2% annually. During the First Year the Lease Payment shall be a total of eight hundred and eighty eight dollars (\$888.00).

- (b) Billing: Rent shall be paid annually and shall be due and payable by the Association to Host on or before thirty (30) days after the beginning of commercial operations of the System, and the annual anniversary of the commercial operations date thereafter. Host may charge a late fee equal to 1% of the amount due from the Association during any month or any fraction thereof that a Lease Payment is late.
4. Access. Host represents and warrants that the Site is accessible via public ways or private ways which, by this Lease, Association has a right to use, and existing drive-over land of Host. Host hereby grants Association, its agents, employees and assigns, easements over, across, and through the Property for the Purpose, including, but not limited to, an easement for pedestrian and vehicular access to the Site and an easement to install, maintain, repair and replace such above- and below-ground utility lines and conduits as are reasonably necessary to achieve the Purpose. Notwithstanding its access rights to the Site, the Association agrees that it shall not otherwise unreasonably interfere with the use of the Property by the Host.
- (a) Coordination of Access. Association's use of the Site shall not unreasonably interfere with Host's normal activities at the Property and the Parties will cooperate to establish reasonable policies and procedures to coordinate ongoing maintenance, repair and operation of the System.
- (b) Solar Access. Host understands that unobstructed access to sunlight ("**Insolation**") is essential to the performance of the System, to Association's performance of its obligations hereunder and a material term of this Agreement. Host shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. Host hereby grants Association the right to remove any structures, trees, shrubbery or other natural or man-made thing or structure that interferes with the System's Insolation.
5. System Ownership. The Association Members are the legal and beneficial owners of the System. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code, and shall not be deemed a part of, or fixture to, the Site. Host agrees that Association has the right to file a UCC-1 financing statement, a fixture filing or any other form of notice permitted by Law in the jurisdiction where the System is located confirming that Association Members own the System.
6. System & Site Maintenance. The Association shall be responsible for maintenance of the equipment that is part of the System, including, but not limited to, the solar panels and their support structure, the inverter, the underground or above-ground connection to the electricity grid, and related equipment. The Host shall be responsible for maintaining the Property in such a way as to provide reasonable vehicular access to the Site.
7. Estoppel and Subordination.
- (a) Estoppel. Host and Association each agree, within ten (10) days after a request by the other Party, to execute and deliver to the requesting party a statement, in writing, certifying (if such be the case) (i) that this Agreement is in full force and effect, (ii) the date of commencement of the Term, (iii) that there are no uncured defaults by the other Party or, if such defaults are claimed, stating the facts giving rise thereto, (iv) the Association and/or its members own the solar array as personal property and (v) other

similar matters as may be reasonably requested by the other Party or its financing party, mortgagees or prospective mortgagees.

- (b) Subordination. Host represents to Association that the Site is not subject to any mortgages, deeds of trust, other security instruments conditions or restrictions (collectively, “**Superior Interests**”) other than those Host disclosed in writing prior to the Effective Date of this Agreement. If Host desires to subject the Site to a Superior Interest after the Effective Date of this Agreement, Host shall notify the Association in advance in writing and shall obtain a non-disturbance agreement reasonably satisfactory to the Association from the holder of any such Superior Interest that shall provide that, in the event of any proceedings brought for the enforcement of any Superior Interest, the Association shall, upon demand by the Superior Interest holder but subject to the Association's rights of non-disturbance, attorn to and recognize such Superior Interest holder as Host under this Agreement.
7. Indemnification. To the fullest extent permitted by law, Host shall indemnify, defend and hold harmless the Association and its employees, officers, directors, members, partners, shareholders, agents, successors and assigns (the “**Association Parties**”) from any and all third party claims, actions, costs, expenses (including reasonable attorneys’ fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from (i) Host or Host’s agents’, representatives’, vendors’ or employees’ actions, negligence, or willful misconduct or (ii) Host’s failure to comply with any of the terms of this Agreement; provided, that nothing herein shall require Host to indemnify Association for its own gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
8. Environmental Indemnification. Association is not liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Property or the Site. Accordingly, to the fullest extent permitted by law, Host hereby assumes full responsibility for and shall indemnify, defend and hold harmless the Association Parties from any and all liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the Site and the land below the Site, except to the extent deposited, spilled or otherwise directly caused by Association of any of its contractors or agents. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
9. Limitation of Liability. WITH THE EXCEPTION OF THIRD PARTY CLAIMS ARISING UNDER SECTION 7, ANY CLAIMS ARISING UNDER SECTION 7 AND ANY CLAIM BASED ON THE FRAUD OR WILLFUL MISCONDUCT OF EITHER PARTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

10. Default. The occurrence of any of the following shall be an event of default under this Agreement (each, an “**Event of Default**”):
 - (a) Failure to Perform Material Obligations. Failure of a Party to perform any material obligation under this Agreement and such failure continues for a period of fifteen (15) days from such Party’s receipt of written notice from the other Party; provided, however, that if such failure to perform a material obligation is not capable of being cured within fifteen (15) days from receipt of written notice, then such period shall be extended, provided that the defaulting Party commences to cure such failure within thirty (30) days and thereafter diligently continues to cure such failure to completion.
 - (b) Property Rights of Host. Host loses its ownership or right to occupy and use any portion of the Property or the Site and which the Association determines materially affects its rights hereunder.
 - (c) Unauthorized Transfer by Host. Host assigns or transfers its rights and obligations under this Agreement in violation of section 12(a).
 - (d) Bankruptcy Event. Either Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect.
 - (e) Subordination. Host fails to comply with Section 7(b) of this Agreement.
11. Remedies. Upon the occurrence of an Event of Default by a Party, and the expiration of any applicable cure and notice periods, the non-defaulting Party may terminate this Agreement by providing written notice to the defaulting Party. As an alternative, upon the occurrence of an Event of Default by the Host which remains uncured after any applicable cure period, the Association may take reasonable steps to cure the Event of Default including, but not limited to, the expenditure of funds, and may bill the cost of such cure to the Host. Other than those damages exempted under Section 9, the prevailing party shall be entitled to recover any damages accruing as a result of default, including attorney fees and costs.
12. Assignment.
 - (a) Assignment by Host. Host may not assign or transfer its rights and obligations under this Agreement without the Association’s prior, written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
 - (b) Assignment by Association. At any time during the Term of this Agreement the Association may sublease or license its rights hereunder to its Members without Host’s consent or prior notice to Host. Any other assignment or sublease shall not be permitted without the prior, written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.
 - (c) Collateral Assignment by Association. The Association may, at any time during the term of this Agreement, without Host’s consent and without having to provide notice to Host, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to a Financing Party (and in connection therewith, upon request, Host shall execute and deliver to Financing Party a consent to collateral assignment agreement or

similar agreement); provided, however, that any such collateral assignee shall not be obligated to assume Association's obligations under this Agreement unless and until such collateral assignee shall foreclose or otherwise realize Association's obligations upon such collateral assignment; provided, further, that any such assignment shall be subject to the terms of such consent to collateral assignment agreement.

13. Notices. Except as otherwise provided for herein, all notices or other communications under this Agreement shall be in writing and shall be delivered by (i) hand, or (ii) first-class mail, or (iii) recognized express courier, or (iv) email message, addressed as set forth on page 1 of this Agreement.
14. Voluntary Relocation by Host. Host, at Host's sole expense, shall have the right to cause the System to be relocated to a different location at the Property or at a different property, but only after the prior, written consent of the Association, which consent shall not be unreasonably withheld, conditioned or delayed. Host shall be solely responsible to pay all capital and operating expenses, including any required recapture or repayment of renewable energy incentives and any lost revenues or energy during the period the System is inoperative, incurred to relocate the System pursuant to this Section. Any relocated or replacement System shall meet the requirements for shared ownership net metering and shall produce at least as many kilowatt hours per year as the System it replaces.
15. Insurance Coverage. At all times during the Term, the Association shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Association shall name Host as additional named insureds on the Association's liability insurance for the Site.
16. Property Taxes. The Host shall pay all real property taxes imposed upon the Property. The Association shall pay the Host, as additional rent due hereunder, for any real or personal property taxes directly attributable to the System or this Lease. This shall include, but not be limited to any taxes, interest and penalties incurred by Host due to reclassification of the Property, or a portion thereof, out of any current-use tax program such as tree-growth or farmland.
17. Miscellaneous.
 - (a) Quiet Enjoyment. Host covenants and agrees that Association shall quietly enjoy the exercise of its rights hereunder without hindrance, disturbance or molestation from Host or any person claiming under Host.
 - (b) Governing Law. The Laws of the state of Maine shall govern this Agreement without giving effect to conflict or choice of laws principles.
 - (c) Arbitration. The Parties shall attempt to amicably resolve any disputes arising from or relating to this Agreement. If the Parties are unable to resolve a dispute within fifteen (15) days after notice of the dispute, either Party may commence binding arbitration proceedings to be held in Ellsworth, Maine or, otherwise, at a location to be mutually agreed upon by the Parties. Unless otherwise agreed, the arbitration shall be conducted pursuant to the then-current rules of the American Arbitration Association or its successor organization. Unless the parties agree on an arbitrator, each party shall select a mediator, arbitrator, retired judge or similar natural person, and those two individuals shall select the arbitrator. Judgment on an arbitrator's award may be entered in any court

of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS.

- (d) No Waiver. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
- (e) No Liens. Host shall not suffer or permit the System to become subject to any lien, security interest or encumbrance for debt of any kind that may be owed by or demanded of Host.
- (f) Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties.
- (g) Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and commitments with respect thereto. There are no oral or written understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement
- (h) Counterparts. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties
- (i) Severability. Any term or provision of this Agreement that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction
- (j) No Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party (other than a Financing Party as set forth herein) or entitle any third party to any claim, cause of action, remedy or right of any kind.
- (k) Survival. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including any express limitations of or releases from liability, shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion or expiration.
- (l) Successors and Assigns. Except as otherwise prescribed herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

Signatures on Next Page

Remainder of Page Blank

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date that the last Party signs this Agreement (the “**Effective Date**”).

BAR HARBOR COMMUNITY SOLAR ASSOCIATION
Signature: _____
Title: President
Date: _____

Host
Signature: _____
Title: _____
Date: _____

Exhibit A
Membership List of the
BAR HARBOR COMMUNITY SOLAR FARM

Lisa Ireland and Joshua Ehrlich
20 Greeley Ave, Bar Harbor ME 04609
646-456-6624
josh@globalleadershipcouncil.com
lisamireland@yahoo.com
Percent Ownership: 14.90%

Leonard DeMuro
7 Des Isle Ave, Bar Harbor ME 04609
(207) 266-2142
ldemuro@roadrunner.com
Percent Ownership: 10.12%

Jennifer Wales
47 Greely Ave, Bar Harbor ME 04609 (Rental)
22 Whitney Farm Rd, Mount Desert ME 04660 (Home)
244-0066
jen@mtnsea.com
Percent Ownership: 6.93%

Kenneth Paigen and Beverly Paigen
70 Old Farm Rd, Bar Harbor ME 04609
288-9862
ken.paigen@jax.org
bev.paigen@jax.org
Percent Ownership: 10.12%

Ken Colburn and Jacquie J. Colburn
12 Shannon Road, Bar Harbor ME 04609
617-784-6975
kcolburn@symbioticstrategies.com
jacquie.colburn@gmail.com
Percent Ownership: 6.93%

Pemetic Investments LLC &
Peekytoe Provisions- Bar Harbor
Rick Smith and Debby Smith
PO Box 73, Seal Cove, 02061
207-244-0567
ricnsmith@gmail.com
mugshotdeb@gmail.com
Percent Ownership: 51.01%

Exhibit B
Property Description, System Location and System Design

Section B.01 A portion of the real property located at 60 Public Works Way, Bar Harbor, Maine, and more specifically described in a deed recorded in the Hancock County Registry of Deeds in Book 1132, Page 725 (the “**Property**”)

Section B.02 – See Attached Bar Harbor Community Solar Project- Master Project Description

**Memorandum of Lease
Bar Harbor Community Solar Farm**

VII A

Lessor: Town of Bar Harbor

Lessee: Bar Harbor Community Solar Farm

Description of Leased Premises: A portion of property located at 60 Public Works Way, Bar Harbor, Maine

Date of Lease: _____, 2016

Term of Lease: 25 Years with two (2) five (5) year options to renew

Dated at _____, Maine, this ____ day of _____ 2016.

Witness:

LESSOR: Town of Bar Harbor

Its:

LESSEE: Bar Harbor Community Solar Farm

By: Richard N. Smith

Its: President

STATE OF _____

County of _____, ss.: _____, 2016

Then personally appeared before me the above-named _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her stated capacity.

Notary Public/Attorney at Law

Printed Name



Professional design, installation and service of solar energy systems

VII A

Bar Harbor Community Solar Association Project Description

August 16, 2016



Schedule A: Membership Information

Schedule B: Scope of Work

Schedule C: Site Map

Schedule D: One Line Drawing

Schedule E: Projected 10-Year Budget

Schedule F: Helioscope Production Estimate

Schedule G: Manufacturer's Warranties

91 West Main Street
Liberty, ME 04949

(207) 589-4171

142 Presumpscot Street
Portland, ME 04103

(207) 221-6342

14 Dixon Ave
Concord, NH 03301

(603) 415-0151

7 Commercial Drive
Brentwood, NH 03833

(603) 679-1777

Bar Harbor Community Solar Farm

Schedule A: Membership Information

<u>Share</u>	<u>Solar Farm Member 1</u>	<u>Solar Farm Member 2 (and/or spouse)</u>	<u>Email</u>	<u>kW Share Size</u>	<u>% of Total Production</u>
1	Lisa Ireland	Joshua Ehrlich	lisamireland@yahoo.com	8.82	14.90%
2	Leonard DeMuro		ldemuro@roadrunner.com	5.99	10.12%
3	Leonard DeMuro			TBD	
4	Jennifer Wales		jen@mtnsea.com	4.10	6.93%
5	Jennifer Wales			TBD	
6	Kenneth Paigen	Beverly Paigen	jen@mtnsea.com	5.99	10.12%
7	Ken Colburn	Jacque J. Colburn	kcolburn@raponline.org	4.1	6.93%
8	Pemetic Investments LLC (Rick Smith)		ricsmith@gmail.com	30.2	51.01%
9	Pemetic Investments LLC (Rick Smith)			TBD	
				59.20	100.00%



Professional design, installation and service of solar energy systems

**Bar Harbor Community Solar Association
Project Description
Schedule B: Scope of Work**

Project Location: 60 Public Works Way, Bar Harbor, ME 04609 as shown on site map in Schedule C.

Size: 59.2 kilowatts (kW)

Estimated Electrical Generation: 58,490 kilowatt hours (kWh)

Scope of Work. The scope of work for this project shall include the following:

1.1 Solar Farm. ReVision Energy shall provide all labor, materials and equipment for the construction of the above-named Solar Farm, to include:

- (188) QCell 315-watt, photovoltaic modules, or equivalent with 12-year workmanship warranty and 25-year manufacturer's warranty;
- (4) SolarEdge 11.4kW inverters, or equivalent, with integrated utility disconnects and Revenue Grade Metering and 12-year manufacturer's warranty;
- Solar Log 1200 Meter, with 10-year data cellular plan and Solar Log Web Monitoring Services;
- Site preparation and clean up;
- All materials necessary to mount and wire the solar electric system. This includes all disconnects, fusing, and metering to meet both the National Electrical Code and the NABCEP certification;
- Professional installation by ReVision Energy's Master Electrician and NABCEP certified solar technicians;
- Copies of all warranties and product manuals;
- One-time training to one or more Solar Farm members to operate and monitor the system, and to review the measurement and allocation of energy credits by the local utility.

1.2 Utility Interconnection and Permitting. ReVision Energy shall be responsible for managing and fees for the utility interconnection, to include:

- Application to the local utility for installation of a new electrical meter;
- Installation of a new, stand-alone electrical service for the solar farm;
- Interconnection and impact fees required to interconnect the solar farm to the utility electric grid;

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Liberty, ME 04949

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142 Presumpscot Street
Portland, ME 04103

(207) 221-6342

14 Dixon Ave
Concord, NH 03301

(603) 415-0151

7 Commercial Drive
Brentwood, NH 03833

(603) 679-1777



Professional design, installation and service of solar energy systems

- Management of state and utility rebate applications and interconnection standards;
- Management of utility net energy billing application;
- Application fees for utility, state and local permits;

1.3 ReVision Warranty Coverage.

- 1.3.1 For a period of five (5) years following installation, ReVision Energy will repair, at no cost to the customer, equipment sold to the customer by ReVision Energy in accordance with the terms of the equipment manufacturer's warranty. Thereafter, ReVision Energy shall service warranties of manufacturers of equipment sold to the customer by ReVision Energy but the customer shall be responsible to pay the cost of ReVision Energy's labor.
- 1.3.2. For a period of five (5) years following installation, ReVision Energy warrants its workmanship supplied in connection with equipment purchased from, and installed by ReVision Energy. The customer shall pay the cost of ReVision Energy's labor to service or repair equipment purchased from a supplier other than ReVision Energy.
- 1.3.3. The customer shall be responsible to pay any costs other than labor to service or repair equipment installed by Revision Energy including, but not limited to, shipping charges in connection with parts that are not covered by the manufacturer's warranty.
- 1.3.4. The customer shall be responsible to pay all costs, including those for labor, equipment and materials, incurred by ReVision Energy to repair or service equipment purchased from us, but installed by others.

1.4 Exclusions. The following work shall be performed by others and shall be expressly excluded from the scope of work for this project:

- Fees associated with an energy audit that may be required in order to qualify for state rebate or other incentive programs;
- Repair or replacement of damaged existing site conditions;
- Framing, supporting or any structural upgrades to roof or building;
- Site work (including trenching) unless specifically outlined in scope of work.

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7 Commercial Drive
Brentwood, NH 03833

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59.2 kW_{DC} Photovoltaic System
Annual Production Estimate: 58,490 kWh



91 West Main St
Liberty, ME 04949

Customer Name:

Bar Harbor CSF
60 Public Works Way
Bar Harbor, ME 04609

System Type:

Photovoltaic Array



Designed by: HO Albee

Date: July 28, 2016

SITE PLAN

SHEET A01

© Copyright ReVision Energy

This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.



59.2 kW_{DC} Photovoltaic System
 Annual Production Estimate: 58,490 kWh



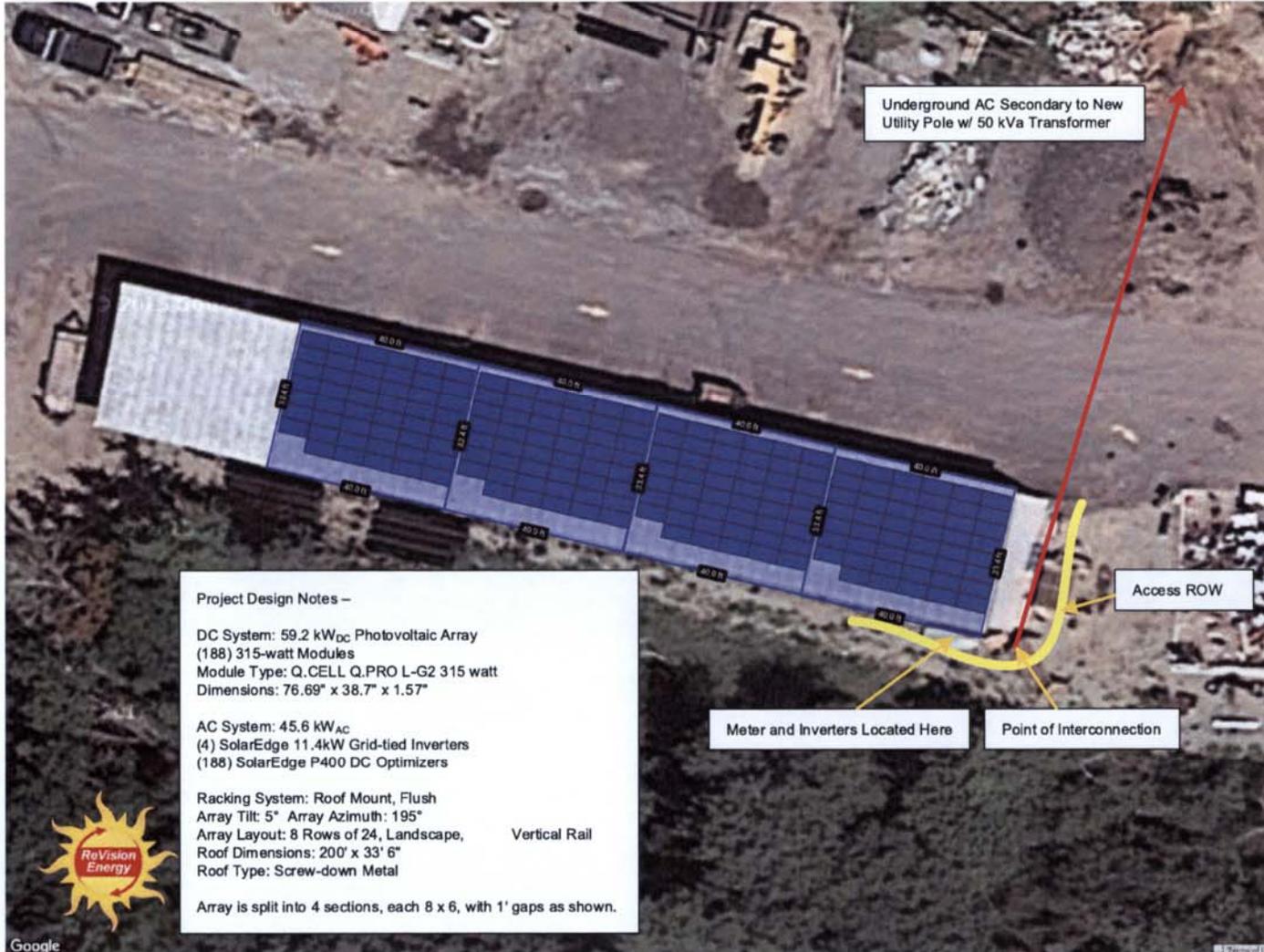
91 West Main St
 Liberty, ME 04949

Customer Name:

Bar Harbor CSF
 60 Public Works Way
 Bar Harbor, ME 04609

System Type:

Photovoltaic Array



Project Design Notes –

DC System: 59.2 kW_{DC} Photovoltaic Array
 (188) 315-watt Modules
 Module Type: Q.CELL Q.PRO L-G2 315 watt
 Dimensions: 76.69" x 38.7" x 1.57"

AC System: 45.6 kW_{AC}
 (4) SolarEdge 11.4kW Grid-tied Inverters
 (188) SolarEdge P400 DC Optimizers

Racking System: Roof Mount, Flush
 Array Tilt: 5° Array Azimuth: 195°
 Array Layout: 8 Rows of 24, Landscape, Vertical Rail
 Roof Dimensions: 200' x 33' 6"
 Roof Type: Screw-down Metal

Array is split into 4 sections, each 8 x 6, with 1' gaps as shown.



Google

© Terrence Lee

Designed by: HO Albee

Date: July 28, 2016

SITE PLAN

SHEET A02

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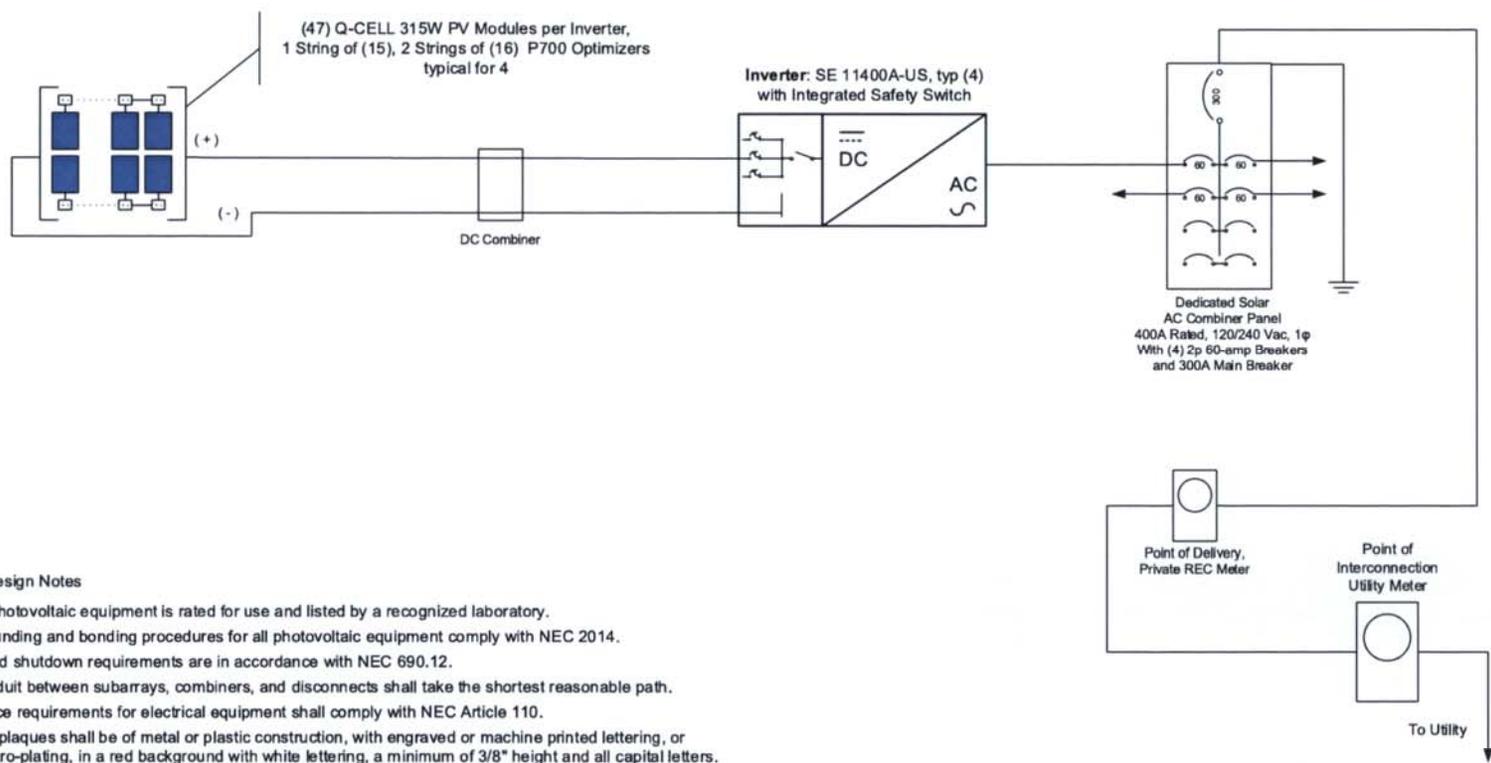
91 West Main St
Liberty, ME 04949

Customer Name:

Bar Harbor CSF
60 Public Works Way
Bar Harbor, ME 04609

System Type:

Photovoltaic Array



Electrical Design Notes

- All photovoltaic equipment is rated for use and listed by a recognized laboratory.
- Grounding and bonding procedures for all photovoltaic equipment comply with NEC 2014.
- Rapid shutdown requirements are in accordance with NEC 690.12.
- Conduit between subarrays, combiners, and disconnects shall take the shortest reasonable path.
- Space requirements for electrical equipment shall comply with NEC Article 110.
- Any plaques shall be of metal or plastic construction, with engraved or machine printed lettering, or electro-plating, in a red background with white lettering, a minimum of 3/8" height and all capital letters.

Designed by: HO Albee

Date: July 28, 2016

ONE-LINE DIAGRAM

SHEET E01

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Bar Harbor CSA
Project Description, Schedule E
Projected 10-Year Operating Budget

Project Parameters	
59.20	kW
58,490	kWh
988.0	kWh/kW
0.50%	Derate Factor
10	# of Years RECs sold

Operating Budget	Rate		CSF Total	\$/1 kW Share
	Variable	Fixed		
INCOME				
REC Sales (\$/MWH) *	\$ 35.00		\$2,047	\$34.58
REC Rate Escalator	-5%			
Total Income			\$2,047	\$34.58
EXPENSES				
Real Estate Property Tax	TBD			TBD
Landowner lease payments (\$/year)		\$ 888.00	\$888	\$15.00
Landowner Lease Escalator	2%			
Insurance (general liability)		\$ 1,500.00	\$1,500	\$25.34
Insurance (property)		\$ 1,000.00	\$1,000	\$16.89
Electric Meter		\$ 180.00	\$180	\$3.04
Registration Fees (ME Sec of State)		\$ 40.00	\$40	\$0.68
Subtotal Expenses			\$3,608	\$60.95
Net Operating Budget			\$1,561	\$26.37
<i>Cumulative</i>				

OPTIONAL EXPENSES	Total	\$/kW Share
Annual Inspection & Report	\$ 400	\$ 6.76
Director and Officer Insurance	\$ 750	\$ 12.67
Reserve Fund		
Subtotal Optional Expenses	\$ 1,150	\$ 19.43

* REC prices subject to market variations.

* REC sales/revenue will lag 6-18 months behind the time at which the RECs were generated.

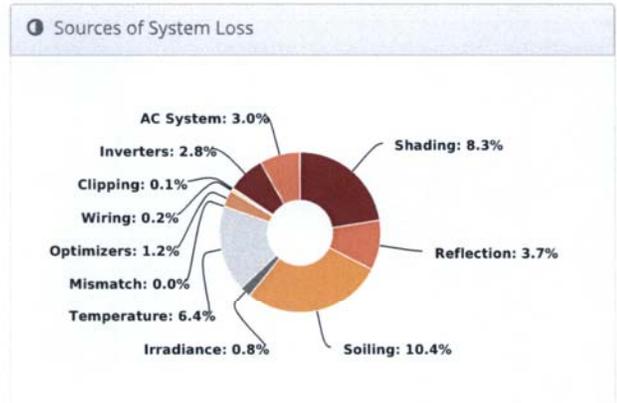
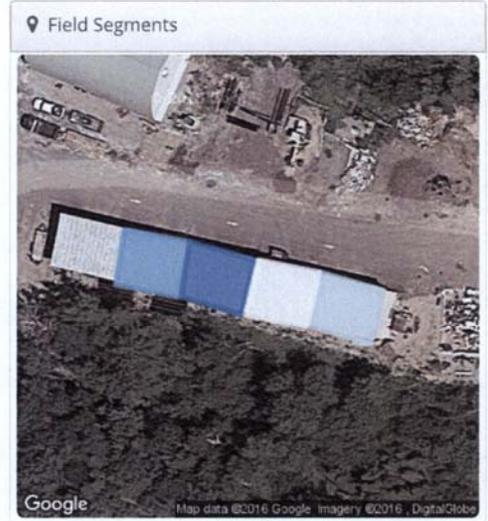
Projected Annual Budget per 1 kW/Share										
1	2	3	4	5	6	7	8	9	10	
\$0.00	\$34.58	\$32.85	\$31.21	\$29.65	\$28.17	\$26.76	\$25.42	\$24.15	\$22.94	
\$0.00	\$34.58	\$32.85	\$31.21	\$29.65	\$28.17	\$26.76	\$25.42	\$24.15	\$22.94	
TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	
\$25.34	\$25.34	\$25.34	\$25.34	\$25.34	\$25.34	\$25.34	\$25.34	\$25.34	\$25.34	
\$16.89	\$16.89	\$16.89	\$16.89	\$16.89	\$16.89	\$16.89	\$16.89	\$16.89	\$16.89	
\$3.04	\$3.04	\$3.04	\$3.04	\$3.04	\$3.04	\$3.04	\$3.04	\$3.04	\$3.04	
\$0.68	\$0.68	\$0.68	\$0.68	\$0.68	\$0.68	\$0.68	\$0.68	\$0.68	\$0.68	
\$60.95	\$61.25	\$61.55	\$61.86	\$62.18	\$62.51	\$62.84	\$63.18	\$63.52	\$63.87	
\$60.95	\$26.67	\$28.70	\$30.66	\$32.53	\$34.34	\$36.08	\$37.76	\$39.37	\$40.93	
	\$87.61	\$55.37	\$59.36	\$63.19	\$66.88	\$70.42	\$73.84	\$77.13	\$80.30	



(188) 315 solarEdge Bar Harbor CSF, 60 Public Works Way, Bar Harbor, ME

Report	
Project Name	Bar Harbor CSF
Project Address	60 Public Works Way, Bar Harbor, ME
Prepared By	Hans Albee hans@revisionenergy.com

System Metrics	
Design	(188) 315 solarEdge
Module DC Nameplate	59.2 kW
Inverter AC Nameplate	45.6 kW Load Ratio: 1.30
Annual Production	58.49 MWh
Performance Ratio	68.3%
kWh/kWp	987.7
Weather Dataset	TMY, 10km Grid (44.45,-68.25), NREL (prospector)
Simulator Version	153 (443094f0ad-ea93f843ef-fce6caf820-00aa14f623)





Annual Production

	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,379.9	
	POA Irradiance	1,446.5	4.8%
	Shaded Irradiance	1,326.8	-8.3%
	Irradiance after Reflection	1,277.8	-3.7%
	Irradiance after Soiling	1,144.7	-10.4%
	Total Collector Irradiance	1,144.7	0.0%
Energy (kWh)	Nameplate	67,785.7	
	Output at Irradiance Levels	67,231.9	-0.8%
	Output at Cell Temperature Derate	62,929.1	-6.4%
	Output After Mismatch	62,929.0	0.0%
	Optimizer Output	62,173.8	-1.2%
	Optimal DC Output	62,064.4	-0.2%
	Constrained DC Output	62,009.7	-0.1%
	Inverter Output	60,298.3	-2.8%
	Energy to Grid	58,489.3	-3.0%
	Temperature Metrics	Avg. Operating Ambient Temp	
Avg. Operating Cell Temp			22.0 °C
Simulation Metrics		Operating Hours	4634
		Solved Hours	4634

Condition Set

Description	Existing Shade											
Weather Dataset	TMY, 10km Grid (44.45,-68.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Horizon Profile	Pole Barn Average.hor											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	54	79.2	9	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	54
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	3.00%											
Module Characterizations	Module										Characterization	
	Q.PRO L G3 315 (Hanwha Q Cells)										Manufacturer R&D, PAN	
Component Characterizations	Device										Characterization	
	SE11400A-US (240V) (SolarEdge) P400 (SolarEdge)										Default Characterization Mfg Spec Sheet	

Components

Component	Name	Count
Inverter	SE11400A-US (240V) (SolarEdge)	4 (45.6 kW)
Combiner	1 pole Combiner	4
Combiner	3 pole Combiner	4
Strings	10 AWG (Copper)	12 (221.5 ft)
Optimizers	P400 (SolarEdge)	188
Module	Q.PRO L G3 315 (Hanwha Q Cells)	188

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
West	3	16	Up and Down Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules
Array 1	Flush Mount	Horizontal (Landscape)	5°	193.197°	0.0 ft	8x6	1	47
Array 1 (copy)	Flush Mount	Horizontal (Landscape)	5°	193.197°	0.0 ft	8x6	1	47
Array 1 (copy 1)	Flush Mount	Horizontal (Landscape)	5°	193.197°	0.0 ft	8x6	1	47
Array 1 (copy 2)	Flush Mount	Horizontal (Landscape)	5°	193.197°	0.0 ft	8x6	1	47



📍 Detailed Layout



LIMITED WARRANTY FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM HANWHA Q CELLS

Valid from May 1st, 2015

This limited warranty ("Limited Warranty") is issued by Hanwha Q CELLS GmbH, OT Thalheim, Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany, or its successors or assigns ("HQC"), and applies exclusively to Q CELLS Modules (as defined in Section 1.a).

1. SCOPE

a. Products

Q CELLS Modules are defined in this Limited Warranty as Q CELLS branded photovoltaic modules manufactured by HQC or its authorized manufacturers that are sold and installed within the United States, Canada, Mexico, Panama and Costa Rica and are of the following product type:

- Q.PRO-G4, Q.PRO BFR-G4, Q.PRO BLK-G4, Q.PRO-G4/SC, Q.PLUS-G4
- Q.PEAK-G3, Q.PEAK BLK-G3
- Q.PRO-G3, Q.PRO BFR-G3, Q.PLUS-G3
- Q.PRO L, Q.PRO L-G2, Q.PRO L-G3

b. Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is an end customer who purchases Q CELLS Modules from HQC or any one of its authorized distributors ("Distributor") and is the initial installer of such modules into a specific photovoltaic (PV) solar energy project ("Project"), and any of the end customer's permitted successors or assigns ("Customer").

c. Validity

This Limited Warranty takes effect on May 1, 2015 and shall remain valid until a new version of warranty applying to Q CELLS Modules is released by HQC.

d. Term

The term of this Limited Warranty ("Term") for the Customer begins on the date of initial delivery to the Customer ("Warranty Start Date") and ends at the end of the warranty periods set forth in Section 2. The performance of warranty services under this Limited Warranty does not extend the Term. HQC's obligations under this Limited Warranty are conditioned upon the Customer's compliance with its payment obligations for purchase of the applicable Q CELLS Module.

2. WARRANTY

a. Product Warranty

Subject to the terms and conditions in this Limited Warranty, HQC warrants to the Customer for a period of twelve (12) years following the Warranty Start Date that the Q CELLS Modules, when installed, used, and serviced under normal operating conditions and in accordance with Q CELLS Module Installation Manual provided by HQC or Distributor: (i) will be free from defects in materials and workmanship that have a significant negative effect on the power output of the Q CELLS Modules; and (ii) will be free from potential-induced degradation in accordance to the test criteria: Cells at -1000 V against ground, with conductive metal foil covered module surface, 25 °C, 168 h, (collectively, "Product Defect"). The Product Warranty does not warrant a specific power output of the Q CELLS Modules, which shall be exclusively covered under the Performance Warranty in Section 2.b.

Product Defect does not include any cosmetic changes or other changes in the Q CELLS Modules' appearance, including but not limited to, any color changes, mold and normal wear and tear.

b. Performance Warranty

Subject to the terms and conditions of this Limited Warranty, HQC warrants to the Customer that the Q CELLS Modules are manufactured to (i) produce a power output of at least ninety-seven percent (97%) of the minimum power output specified in the applicable module data sheet during the first twelve (12) months following the Warranty Start Date, and (ii) have a yearly maximum decrease (or degradation) of power of not more than six tenths of one percent (0.6%) from start of the second (2nd) twelve (12)-month period following the Warranty Start Date until the end of such twelve (12)-month period, and repeated for each successive twelve (12)-month period until the twenty-fifth (25th) anniversary of the Warranty Start Date, in both (i) and (ii) (collectively, "Performance Warranty"). As an example, the Q CELLS Module will be manufactured to have a minimum power output of eighty-three percent (83 %) of the minimum power output specified in the applicable module data sheet at the end of the term of this Limited Warranty. Failure to meet the Performance Warranty is defined herein as a "Performance Defect." In the event of a Performance Defect claim, the power output of any Q CELLS Modules described in this Section 2.b shall be measured by HQC under the Standard Test Conditions ("STCs") defined in the IEC standards EN 61215 and 60904-3 in effect as of the Warranty Start Date.

3. EXCLUSIONS

The Limited Warranty shall not apply to any Q CELLS Modules affected by the following events or conditions:

1. usage, transport, storage, installation and/or handling in any manner that fails to strictly comply with the Installation Manual and the Packaging and Transportation Information sheet applicable to the Q CELLS Modules;
2. system or components of such system that are of a design, configuration or installation that does not meet the standards typically used by experienced professionals in the industry;
3. incorrect, improper or inadequate service, operation or maintenance of the Q CELLS Modules or the Project, or any normal wear and tear of the Q CELLS Modules;
4. damage caused by extreme environmental sources of impact, including, but not limited to (i) acid rain or snow, (ii) blowing sand, (iii) saline air, (iv) pollution of any kind in the air, soil or groundwater, (v) unusual oxidation levels, (vi) mold, or (vii) any nearby fire, explosion, smoke or charring;
5. damage caused by acts of nature or acts of God, including, but not limited to, lightning, hail, frost, snow, storms, tidal waves, floods, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures or landslides;

6. damage caused directly or indirectly by acts of violence or intervention by third parties or external forces, including but not limited to, misadventure, riots, war, insurrection, communal violence, unintentional damage by third parties, vandalism, damage caused by animals and birds, and/or acts or omissions by third parties beyond the reasonable control of HQC;
7. damage to the Project in which the Q CELLS Modules are installed caused by external factors, including, but not limited to, voltage fluctuations, power peaks, excess current, power failure, poor electrical or mechanical engineering work, or other faults occurring in a power supply system with or without mains connection, whether or not such faults in the power supply system was contributed to by any act or omission of the Customer;
8. Q CELLS Modules are modified or used in processes involving other products, without obtaining the prior written consent of HQC;
9. the serial number or product label has been removed, changed, deleted or made unrecognizable;
10. the Q CELLS Modules are used on any mobile carriers (such as motor vehicles or ships);
11. the conditions of use at the Project, at any time, exceed the specifications set out in the applicable module data sheet; and/or
12. the Customer fails to notify the Distributor or HQC of a Product Defect or Performance Defect within 30 days of the initial discovery or prior to the end of the applicable warranty period set forth in Section 2.

4. WARRANTY CLAIMS

a. Customer Inspection

The Customer must inspect the Q CELLS Modules for visible defects when delivered. The Customer must notify HQC of any defects immediately, but in no event less than thirty (30) days any such defects were discovered during such visible defect inspection process.

b. Warranty Claims

The Customer will be entitled to make claims under this Limited Warranty ("Warranty Claims") only if the Customer has provided documented evidence sufficient to prove that the malfunctioning or non-conformity of the Q CELLS Modules resulted exclusively from a Product Defect or Performance Defect covered by this Limited Warranty. If the Warranty Claim is based on glass breakage, then the Customer shall conduct a static load calculation on the substructure.

c. Warranty Claim Compliance

The Customer must comply with the HQC's then-current Return Merchandise Authorization ("RMA") process to make any Warranty Claim. HQC will not accept any Warranty Claims not in compliance with the RMA or Warranty Claims that use the delivery of any unauthorized return shipments of Q CELLS Modules.

d. Warranty Claim Procedure

The Customer is responsible for shipping the Q CELLS Modules to HQC for evaluation at the Customer's expense. HQC shall pay the costs of a technical inspection and, in the event that the warranty claim is confirmed by such inspection, transportation. Otherwise, the Customer shall be charged with these costs. To make a Warranty Claim, the Customer must submit the original receipt or invoice, which bears the date of purchase, the serial numbers of the relevant Q CELLS Modules and the name of the authorized distributor or seller.

e. Ownership Interest

The Q CELLS Modules sent to HQC in the course of the RMA process shall remain the property of the Customer until any inspection has been completed and HQC provides a replacement or refund. At the time any refund or delivery of a replacement Q CELLS Module to the Customer takes place under this Limited Warranty, the ownership interest of the defective module passes to HQC. Any repaired, replaced or additionally supplied modules will be warranted only for the remainder of the original warranty period applicable to the original Q CELLS Modules.

5. REMEDIES

a. Product Defect Remedy

If HQC determines, following a Warranty Claim, that a Q CELLS Module has a Product Defect, then HQC shall, at its discretion, within a reasonable time: (i) remedy or repair the Product Defect; (ii) provide a replacement module in place of the Q CELLS Module with the Product Defect; or (iii) provide the Customer monetary compensation equal to the purchase price of the Q CELLS Module subject to an annual four percent (4%) depreciation rate on the original purchase price as evidenced by the invoice produced by the Customer; provided, however, if the Customer fails to produce an original invoice, then the price shall be based upon the then-current per watt market price of a comparable PV module in a similar market and the date shall be based upon the date of manufacture according to the HQC records.

b. Performance Warranty Remedy

If HQC determines following a Warranty Claim that a Q CELLS Module has a Performance Defect, then HQC shall, at its discretion, within a reasonable time: (i) remedy or repair the Performance Defect; (ii) provide a replacement module in place of the Q CELLS Module that has the Performance Defect; (iii) make up the difference to the guaranteed power output by providing additional modules; or (iv) provide to the Customer monetary compensation equal to the portion of the purchase price of the Q CELLS Module that is in the same proportion to the purchase price as the actual measured power is to the guaranteed power subject to an annual four percent (4%) depreciation rate on the original purchase price as evidenced by the invoice produced by the Customer; provided, however, if the Customer fails to produce an original invoice, then the price shall be based upon the then current per watt market price of a comparable PV module in a similar market and the date shall be based upon the date of manufacture according to the HQC records.

c. Sole and Exclusive Remedy and Obligation

THE REMEDIES SET FORTH IN THIS SECTION 5 ARE HQC'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR ANY PRODUCT DEFECT OR PERFORMANCE DEFECT IN ANY Q CELLS MODULE. THE REMEDY EXTENDED TO THE CUSTOMER SPECIFICALLY EXCLUDES ANY REIMBURSEMENT FOR THE COSTS OR EXPENSES INCURRED IN THE DISMANTLING OR INSTALLATION OF THE Q CELLS MODULES, REPLACEMENT MODULES OR PARTS, OR LOSS OF POWER.

6. WARRANTY LIMITATIONS

THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY Q CELLS MODULES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

HOWEVER, IF A Q CELLS MODULE IS SOLD AS A CONSUMER PRODUCT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE LIMITED TO THE PERIODS OF THE LIMITED PRODUCT AND LIMITED PERFORMANCE WARRANTIES SET FORTH ABOVE, OR SUCH SHORTER PERIOD AS REQUIRED

BY APPLICABLE LAW. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS, AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. HQC IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER, ARISING OUT OF OR RELATED TO ANY Q CELLS MODULES.

EXCEPT AS PROVIDED IN THIS SECTION 6, THE Q CELLS MODULES, THE PRODUCT DOCUMENTATION AND ALL INFORMATION ARE PROVIDED ON AN "AS IS" BASIS. HQC'S LIABILITY FOR FRAUDULENT OR WILLFUL INTENT, GROSS NEGLIGENCE OR PERSONAL INJURY, IN EACH CASE, UNDER APPLICABLE MANDATORY LIABILITY LAW SHALL REMAIN UNAFFECTED.

THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE RELEVANT SALES AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE Q CELLS MODULES WOULD BE SUBSTANTIALLY HIGHER.

SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER IN SAID JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER IN SAID JURISDICTION. THE CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY FOR Q CELLS MODULES, AND MAY ALSO HAVE OTHER MANDATORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, WHICH SHALL REMAIN UNAFFECTED.

IN NO EVENT WILL HQC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF USE, LOST REVENUE AND/OR LOST POWER, ARISING FROM OR RELATING TO THIS WARRANTY OR ANY Q CELLS MODULE OR ANY REPLACEMENT OR ADDITIONAL MODULE SUPPLIED BY HQC HEREUNDER, EVEN IF HQC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF HQC, ANY DISTRIBUTOR, AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARISING FROM OR RELATING TO THIS LIMITED WARRANTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT RECEIVED BY HQC FOR THE Q CELLS MODULE THAT IS THE SUBJECT OF THE CLAIM OR DISPUTE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER IN SAID JURISDICTION.

7. ASSIGNMENT

Customer Assignment

Customer may assign this Limited Warranty for any Q CELLS Module to a new owner of the entire photovoltaic system in which such module is originally installed, provided that such system remains intact in its original place of installation. This Limited Warranty may not otherwise be assigned or transferred, and any attempt to assign or transfer in violation of this Section 7 shall be null and void.

8. MISCELLANEOUS

a. Survival

If any provision of this Limited Warranty terms and conditions is held to be invalid, illegal or unenforceable in any respect, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

b. Governing Law

All matters arising from or relating to this Limited Warranty shall be governed by the laws of the State of New York, without regard to its choice of law rules (other than Section 5-1401 of the New York General Obligations Law). The UN Convention on the International Sale of Goods shall not apply.

c. Waiver of Jury Trial; Jurisdiction

Any dispute, controversy or claim arising out of or relating to this Limited Warranty or any of its provisions, or the breach, termination, interpretation, enforcement or validity thereof, including any dispute hereby is waived to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Limited Warranty. Any dispute, controversy or claim arising out of or relating to this Limited Warranty or any of its provisions, or the breach, termination, interpretation, enforcement or validity thereof, including any dispute irrevocably is submitted to the jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the State, City and County of New York solely in respect of the interpretation and enforcement of the provisions of this Limited Warranty.

LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. Limited Warranty covers defects in workmanship and materials of the below-listed products for the applicable warranty period set out below:

- **Power optimizers:** 25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that for the module embedded power optimizers (CSI and OPJ models), the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.
- **Inverters, Safety & Monitoring Interface (SMI), Auto-transformer, GSM Cellular Modem:** 12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.
- **StorEdge Interface:** 10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.
- **Home Gateway, Control and Communication Gateway, Firefighter Gateway, Wireless Communication Products excluding GSM Cellular Modem, RS485 Expansion Kit, SolarEdge Meter, Smart Monitoring Combiner Box:** 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of wireless communication products is the same whether or not the product is pre-installed in the inverter.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries please access http://www.solaredge.com/warranty_exceptions

The Limited Warranty does not apply to components which are separate from the Products, ancillary equipment and consumables, such as, for example, cables, fuses, wires and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See product datasheet for more details. In addition, for all power optimizers with a part number ending in C, the SolarEdge warranty does not apply to the input connector.

The Limited Warranty only applies to the buyer who has purchased the Products from an authorized seller of SolarEdge for use in accordance with their intended purpose. The Limited Warranty may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, *provided* that the Products are not moved outside its original country of installation and any reinstallation is done in accordance with the installation directions and use guidelines accompany the Products (collectively the "Documentation").

If, during the applicable Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty, then buyer shall, promptly after such discovery, report the defect to SolarEdge by sending an email to support@solaredge.com with the following information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product.

Upon buyer's notification, SolarEdge shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly and will explain the reason why such coverage is not available. If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly, and SolarEdge may, in its sole discretion, take any of the following actions:

- repair the Product at SolarEdge's facilities or on-site; or
- issue a credit note for the defective Product in an amount up to its actual value at the time buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- provide Buyer with replacement units for the Product.

SolarEdge will determine whether the Product should be returned to SolarEdge and, if SolarEdge so determined, the Return Merchandise Authorization ("RMA") Procedure (set out below) will be invoked. Where replacement Products are sent, SolarEdge generally sends such products within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, shall continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

Where the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s).

SolarEdge will deliver the repaired or replaced Product or part(s) to buyer at buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific list of countries to which such service is provided, please access http://www.solaredge.com/articles/shipping_cost_coverage_warranty. SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable) and buyer shall bear any applicable value added tax. SolarEdge may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

Where SolarEdge decides to repair the Product or part(s), warranty coverage includes labor and material costs necessarily incurred to correct the Product defect; and where SolarEdge decides to replace the Product or part(s) to which the Limited Warranty applies, warranty coverage includes the cost of the replacement of the Product or part(s). In addition, SolarEdge shall bear shipping costs in respect to the foregoing, as set out above. All other costs, including, without limitation, travel and boarding costs of SolarEdge service personnel that are incurred for repairs of Products on-site, as well as costs related to buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, shall be borne by the buyer.

Warranty Exclusions: This Limited Warranty will not apply if (a) buyer is in default under the General Terms and Conditions of other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in SolarEdge installation guide;
- opened, modified or disassembled in any way without SolarEdge's prior written consent;
- used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- damaged during or in connection with shipping or transport to or from buyer where buyer arranges such shipping or transport.

This Limited Warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREEDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Revised: June 2016

Manufacturer's Extended Warranty

of
Solare Datensysteme GmbH
Fuhrmannstraße 9
72351 Geislingen - Binsdorf

Manufacturer's warranty extended from 24 to 60 months.

Take advantage of this special service and extend the manufacturer's warranty for Solar-Log™ data loggers manufactured by Solare Datensysteme GmbH (SDS). Please note that every data logger has to be individually registered at www.solar-log.com/warranty. You will then receive a warranty certificate per e-mail. Please print and/or save the file. When service is required, please contact an authorized dealer, representative or installer. They will then send the device to Solare Datensysteme GmbH in case of a guarantee claim.

The service is available in all countries in which the product is officially sold by Solare Datensysteme GmbH during the warranty period. If you have any problems or questions, please contact the Solare Datensysteme GmbH Service Center in your country. If there is not a Solare Datensysteme GmbH Service Center in your country, please contact our Service Department directly at support@solar-log.com.

Our service commitment applies to all Solar-Log™ data loggers.

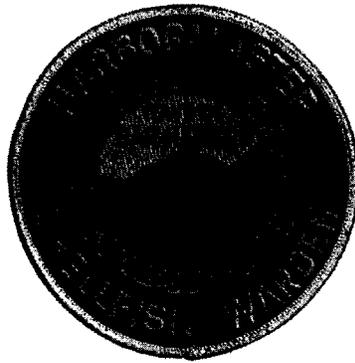
Customer satisfaction is the main focus of our company. It is important to us that our products are delivered in a technically perfect condition and are correctly installed on site. That is why our main goal is to fulfill the expectations that you have of our products. For this reason, we are offering the extension of our manufacturer's warranty from 24 to 60 months.

60-Month Manufacturer's Warranty for Solar-Log™ Data Loggers

This manufacturer's warranty applies to the Solar-Log 300, 1200 and 2000 manufactured by Solare Datensysteme GmbH. All accessories are excluded. To qualify, the Solar-Log™ must be registered online within 4 weeks of the purchase date. The guarantee and supplement service period are valid from the purchase date. Detailed information on service procedures is available in our outline of the manufacturer's warranty. Please translate this sentence: Solar-Log™ Warranty Extension, from 24 to 60 months, free online registration at www.solar-Log.com.

Dated: Geislingen-Binsdorf, 01.05.2015 - Version 1.1 - Subject to change without notice.

Charles A. Phippen
Harbormaster
1 Town Pier
Bar Harbor, Maine 04609



VII B

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bhhmaster@barharbormaine.gov

Memorandum

To: Cornell Knight
From: Charlie Phippen
Date: October 13, 2016
Re: Cruise Ship Committee proposed 2018 Pax Cap trial dates

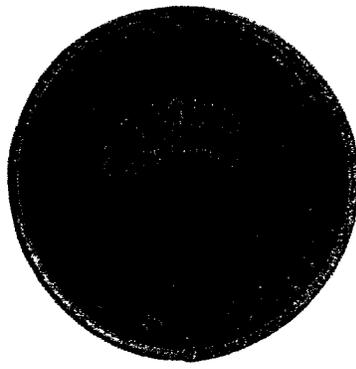
The Cruise Ship Committee decided (with one opposed) to recommend to Town Council to conduct cruise ship operations on seven dates in 2018 where established passenger (pax) caps will be exceeded. The decision was based on a number of factors including, when pax caps were established in 2009 there was only one 33 CFR 105 Coast Guard approved facility for tendering cruise ship pax. There are now two approved facilities, Harbor Place and Harborside Marina, and the possibility that tenders could be landed at the Bar Harbor Ferry Terminal in 2018.

The 2018 dates with pax cap conflicts as recommended for trial, by the Cruise Ship Committee on October 12, 2016, have been consolidated on an accompanying spread sheet. Each day affected by pax cap overage has been included showing both confirmed ship reservations and pax cap conflicts.

All other dates scheduled in 2018 will be in accordance with established pax caps. If the trial dates are approved, the Committee will consider ways to monitor the operations and analyze the impact of the pax overages.

Charlie

Charles A. Phippen
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Bar Harbor 2016 Daily Cruise Ship Passenger Caps

(As adopted by Bar Harbor Town Council)

May 1, 2014 through June 30, 2016: maximum 5,500 passengers per day

July 1, 2014 through August 31, 2016: maximum 3,500* passengers per day

September 1, 2014 through October 31, 2016: maximum 5,500 passengers per day

Starting in the 2010 and subsequent seasons, Bar Harbor will limit cruise ship reservations by the number of passengers based on the lower berth capacity for any one day during the cruise season. Bar Harbor has two (2) anchorages and depending on the size of ships requiring anchorage, insufficient sea room could also be a limiting factor, however there will be a maximum of three anchorages available on any given day, one in anchorage A and two in anchorage B.

*Maximum passenger numbers during the summer months of July and August may be exceeded by 200 passengers if the total count is for one ship.

Patricia Gray

From: Cornell Knight <manager@barharbormaine.gov>
Sent: Wednesday, October 12, 2016 8:07 AM
To: Pat Gray
Subject: FW: Agenda Item for October 18 Meeting

From: gary@garyfriedmann.com [mailto:gary@garyfriedmann.com]
Sent: Tuesday, October 11, 2016 8:39 PM
To: Cornell Knight <cknight@barharbormaine.gov>; 'Paul Paradis' <pparadis@barharbormaine.gov>
Subject: Agenda Item for October 18 Meeting

Hi Cornell & Paul,

I'd like to discuss the ByLaws of the Recycling Task Force at the next meeting to clarify:

1. Whether they consider alternative fee structures to encourage recycling by residents and businesses. Some of my constituents have said they opposed the Waste Zero proposal but not necessarily the PAYT (or Save as you Recycle) concept. That is, they thought the town could come up with a better way to do what Waste Zero was proposing.
2. Whether commercial waste should be charged a fee. Lots of people think this should be explored further.

It may not be practical to increase recycling significantly and lower solid waste costs without some kind of incentives.

Thank you,
Gary

Gary Friedmann
Vice Chair, Bar Harbor Town Council
7 Pine Street
Bar Harbor, ME 04609
207-460-7362

Task Force on Recycling

The mission of the Task Force on Recycling is to find ways to improve the recycling rate for residents and businesses and lower the solid waste disposal costs for the town.

Appointment

The Town Council shall appoint Bar Harbor residents to the Task Force.

The Task Force shall consist of 7 members with one member being a Town Councilor.

The term of each member shall be for three years, except the initial appointments which shall be two appointments for 1 year; two appointments for two years and three appointments for three years. All newly designated task force members are to be sworn in by the Town Clerk.

The Task Force shall elect a Chair, Vice-Chair and Secretary at the first regular meeting of each year for a one year term. The Chair shall call a meeting at least once a month unless there are no agenda items. The secretary shall take minutes at each meeting and send approved minutes to the Town Clerk. A quorum is 4 members of the Task Force. Meeting agendas shall be posted on the bulletin board in the Municipal Building lobby and on the town's website.

Compensation

There shall be no compensation provided for the members of the Task Force.

Duties and Responsibilities

The Task Force will:

- Identify ways to improve recycling by residents and businesses.
- Explore ways to compost food waste and other organics.
- Review the master plan for renovation of the Transfer Station and Recycling Center and make recommendations to the Town Council.

Amendment

These bylaws may be amended only by action of the Town Council.

October 13, 2016

To: Town Council

The self-appointed Gateway Beautification Group would like to add lighting to the Rte 3 pedestrian path. Our group will raise all the money for this project estimated to be up to \$500,000. We have a good start, the Village Improvement Association has pledged \$50,000. We understand that the project would be a separate contract with the General Contractor and not part of the Maine Department of Transportation's Rte 3 construction contract. We are requesting initial approval from the Town Council to add lights so we can begin the fundraising. We will keep records of all donations and expenses. We plan to hire a lighting consultant to guide us on the best lighting options. Once we know which lights will be best for the path, we will come back to the Town Council for approval of the lights and the approval to hire an electrical engineer to prepare the construction plans. The group will pay the cost of the electrical engineer. Once the plans are complete we will present the plans to the town so the town can get a price from the General Contractor for the installation. If the price is acceptable, the Gateway Beautification Group will give the town the funds to cover the full cost of installation. The contract for the lighting construction will be between the Town of Bar Harbor and the General Contractor. The town will maintain the lights once installed.

The Gateway Beautification Group appreciates your consideration of this request.

Respectfully submitted,

Dick Cough, BH Gateway Beautification Group and President, BH Village Improvement Association

For

Gary Friedman, BH Town Council
Martha Searchfield BH Chamber of Commerce
Stephanie Clement, Friends of Acadia
Darron Collins, Millard Dority COA
Mike Roix, Witham Family Properties
Eben Salvatore, Ocean Properties
Edith Milbury, resident
James Blanchard resident