

**AGENDA**  
**Bar Harbor Town Council**  
**January 7, 2020**

- I. CALL TO ORDER – 7:00 P.M.**
  - A. Excused Absence(s)**
- II. COMMITTEE APPOINTMENTS – Council to consider Appointments Committee recommendations to appoint the following with expiration date of July 31 of their applicable year:**
  - A. Communication & Technologies Committee**
    - 1. George Grohs, term expiring 2021
    - 2. J. Clark Stivers, term expiring 2021
    - 3. Todd Edgar, term expiring 2022
    - 4. Matthew Hochman, term expiring 2022
  - B. Conservation Commission**
    - 1. Kimberly Zdenek, term expiring 2022
- III. PUBLIC COMMENT PERIOD - The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda and not in litigation with a maximum of three minutes per person**
- IV. APPROVAL OF MINUTES – December 17, 2019 Regular Meeting**
- V. ADOPTION OF AGENDA**
- VI. CONSENT AGENDA - A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:**
  - A. State of Maine Election March 3, 2020 – Possible motion to appoint the Town Clerk as Warden for the March 3, 2020 State of Maine Presidential Primary and Special Referendum Election.**
  - B. Biennial Appointment of Election Clerks – Possible motion to appoint the slate of election clerks for 2020-2022 as presented.**
  - C. Climate Grant – Possible motion to participate with the Gulf of Maine Research Institute and apply for and accept grant funding if awarded from the Environmental Protection Agency for effects to the MDI from sea level rise.**
  - D. Martin Luther King Day March – Possible motion to approve use of the following streets High, Cottage, Main and Mount Desert Street for Martin Luther King Day March, on January 20, 2020.**
- VII. PUBLIC HEARINGS**
  - A. Vehicles and Traffic Ordinance Amendment #2020-01 – Public comment and possible adoption of the ordinance amendment.**

**VIII. REGULAR BUSINESS:**

- A. Kids Corner** – Request to Town to fund fire alarm system.
- B. Rules of Order** – Request by Councilor Cough to review.
- C. Treasurer’s Warrant** - Request of Treasurer to authorize paid bills.

**IX. TOWN MANAGER’S COMMENTS**

**X. COUNCIL COMMENTS AND REQUESTS FOR FUTURE AGENDAS**

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

**XII. ADJOURNMENT**

**To ensure your full participation in this meeting, please inform us of any special requirements you might have due to a disability. Call 288-4098**

## Manager's Memo

To: Bar Harbor Town Council  
cc: Department Heads  
From: Cornell Knight, Town Manager  
Date: Friday, January 3, 2020  
Re: **Town Council Meeting of January 7<sup>th</sup>**

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- I. **A. Excused Absence(s)** – 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).
- II. **Committee Appointments-** nominations do not need a second to the motion.

### VI. CONSENT AGENDA

- A. **State of Maine Election March 3, 2020** – see the enclosed memo from Sharon Linscott, Town Clerk regarding the appointment. A possible motion: to appoint the Town Clerk as Warden for the March 3, 2020 State of Maine Presidential Primary and Special Referendum Election.
- B. **Biennial Appointment of Election Clerks** – see the enclosed memo from Sharon Linscott, Town Clerk regarding the appointment of election clerks for 2 years (list enclosed). A possible motion: to appoint the slate of election clerks for 2020-2022 as presented.
- C. **Climate Grant-** The Gulf of Maine Research Institute is submitting a grant proposal to EPA to study the effects of coastal flooding for the 4 island towns. The application was due January 6<sup>th</sup>. The total grant is \$100,000, no cash match is required from the towns. See the enclosed email from Councilor Friedmann for further information about the grant proposal. (I will not make a recommendation on this item because my wife serves on the board of Sewall Company). A possible motion to participate with the Gulf of Maine Research Institute and apply for and accept grant funding if awarded from the Environmental Protection Agency for effects to MDI from sea level rise.
- D. **MLK March-** see the enclosed email from Kendra Rand regarding the march. A possible motion: to approve use of the following streets High, Cottage, Main and Mount Desert Street for Martin Luther King Day March, on January 20, 2020.

A possible motion: to approve the Consent Agenda as published.

### VII. PUBLIC HEARINGS

- A. **Vehicles and Traffic Ordinance Amendment #2020-01** – Enclosed is an amendment to Chapter 194 of the Municipal Code to change Columbus to Indigenous Peoples'. Following public comment, a possible motion: to adopt the

amendment to Vehicles and Traffic Ordinance Chapter 194 of the Municipal Code as presented.

**VIII. REGULAR BUSINESS:**

- A. Kids Corner** – See the enclosed email from Lori Krupke, Executive Director of Kids Corner regarding the Fire Marshall's order to replace the fire alarm system. The cost estimate, \$8,721 is also enclosed. The current lease, enclosed, section V. A says *Kids' Corner shall maintain the exterior and interior of the building on the premises in good order and repair.* But this improvement is different than repairs. Lori said the daycare center does not have the revenue to fund this required improvement. She will attend the meeting to answer questions. If the Council wanted to fund it an option is the council contingency, a possible motion: to fund the fire alarm upgrade at the Kids Corner building the \$8,721 cost from council contingency account # 1036-5906.
- B. Rules of Order** – Councilor Cough requested review of the rules. Enclosed is the current Rules of Order.
- C. Treasurer's Warrant** – A possible motion: to sign the Treasurer's Warrants for paid bills.

**Minutes**  
**Bar Harbor Town Council**  
**December 17, 2019**

**I. CALL TO ORDER** – 7:00 P.M.-In attendance were Councilors: Jefferson Dobbs, Matthew Hochman, Stephen Coston, Gary Friedmann, Erin Cough, Jill Goldthwait, Joe Minutolo; and Town Manager Cornell Knight.

**A. Excused Absence(s)** – all present.

**II. COMMITTEE APPOINTMENTS** – *Council to consider Appointments Committee recommendations to appoint the following with expiration date of July 31 of their applicable year:*

**A. Age Friendly Committee**

1. *Heather Lewis, term expiring 2022*
2. *Teresa Wagner, term expiring 2022*

**B. Cruise Ship Committee**

1. *Jane Disney, Scientific Industry Rep, term expiring 2022*

**C. Parks & Recreation Committee**

1. *Amy Schwartz, term expiring July 2020*

Mr. Friedmann nominated the slate as listed. He also stated the Appointments Committee interviewed all four candidates and endorses the nominees. By a vote of 7-0, the slate was appointed.

**III. PUBLIC COMMENT PERIOD** - *The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda and not in litigation with a maximum of three minutes per person.* – None.

**IV. APPROVAL OF MINUTES** – ***December 3, 2019 Regular Meeting***  
Mr. Hochman, with second by Ms. Cough, moved to approve the December 3, 2019 Regular Meeting minutes as presented. Motion passed 7-0.

**V. ADOPTION OF AGENDA** – Mr. Hochman, with second by Ms. Cough, moved to adopt the agenda as presented. Motion passed 7-0.

**VI. FINANCIAL REPORT** - *Review and possible adoption of a motion to accept the financial statements as presented.* – Finance Director Stan Harmon presented the report and answered Council questions. Mr. Hochman, with second by Ms. Cough, moved to accept the financial statements as presented. Motion passed 7-0.

**VII. 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. Statutory Officer Appointments** – *Possible motion to confirm the Town Manager’s appointment of the slate of Statutory Officers as presented and record*

the slate in the minutes of this meeting.

**List of Mandatory Officials for 2020**

Animal Control Officer – *Diana De Los Santos*  
Assessor – *Steven Weed*  
Building Inspector – *Angela Chamberlain*  
Civil Emergency Preparedness Agency Director – *Cornell Knight*  
Code Enforcement Officer – *Angela Chamberlain*  
Deputy Code Enforcement Officer – *Patrick Lessard*  
E-911 Coordinator/Addressing Officer – *Steven Weed*  
Electrical Inspector – *Angela Chamberlain*  
Local Plumbing Inspector – *Angela Chamberlain*  
Local Health Officer – *John Lennon*  
Registrar of Voters expiring January 1, 2021 – *Sharon Linscott*  
Shellfish Warden expiring March 1, 2021 – *Charlie Phippen*  
Tax Collector – *Sarah E. Gilbert*

- B. Quit Claim Deed - Quit Claim Deed** - *Possible motion* to authorize the Town Manager to sign the Quit Claim Deed on behalf of the Inhabitants of the Municipality of Bar Harbor to Linda Rich, on the property located on the Crooked Road, Tax Map 221 Lot 031.
- C. Assistance to Firefighters Grant** – *Possible motion* to approve the request to apply for three Assistance to Firefighters Grants (AFG) as detailed in the Fire Chief's memo dated December 10, 2019 and accept the funds if awarded.
- Mr. Hochman, with second by Mr. Friedmann, moved to approve the Consent Agenda as presented. Motion passed 7-0.

**VIII. REGULAR BUSINESS:**

- A. Council Goals for FY20-FY25** – *Tabled from 12/3/19. Review and possible motion to approve as presented.* Mr. Hochman, with second by Ms. Cough, moved to remove this item from the table for discussion. Motion passed 7-0. Town Manager Cornell Knight highlighted the changes: the addition of 1f from the school and 2a and 2d as amended at the last meeting. Mr. Hochman, with second by Mr. Friedmann, moved to approve the Council five-year goals as presented. Following discussion, Ms. Goldthwait, with second by Ms. Cough, moved to amend 2a to read "Explore opportunities to address the climate change emergency by reducing reliance on fossil fuels using additional publicly...". Motion passed 5-2 (Nay: Friedmann, Minutolo.)

The main motion as amended passed 5-2 (Nay: Friedmann, Minutolo.)

- B. Chamber of Commerce** – *Possible motion to approve the annual Winter Beer Fest on January 18, 2020 as requested by the Chamber of Commerce.* Councilor Coston has continued recusal as a member of the Chamber board and left the room. Alf Anderson, Executive Director of the Chamber, answered Council questions. Mr. Hochman, with second by Ms. Cough, moved to approve the

annual Winter Beer Fest on January 18, 2020 as requested by the Chamber of Commerce. Motion passed 6-0-1 (Recused: Coston).

- C. Police Chief Sharing Agreement** – *Annual renewal, possible motion to approve as presented.* Police Chief Jim Willis presented the agreement. Mr. Hochman, with second by Ms. Cough, moved to approve the Police Sharing Agreement as presented. Motion passed 7-0.
- D. LUO Amendments June 2020** – *Update on Multifamily Dwelling I, Employee Living Quarters and Shared Accommodations by Planner Michele Gagnon.* Ms. Gagnon presented her memo, which in addition to the three amendments listed above, also addresses two other proposed amendments, addressing officer and a new property owner initiated zone change. She also referenced a handout provided to Council. Nina St. Germain provided a handout to Council as well. No action taken.
- E. Climate Action Plan Update** – Mr. Knight stated there have been two meetings, the first was organizational with about 10 people. The second was attended by various stakeholders with discussion around what each entity is doing. There has been no decision on who will take the lead. Councilors Goldthwait, Friedmann and Dobbs attended these meetings and provided feedback. Resident Leo Doreika also spoke. There is a third meeting scheduled for January 9, 2020 at 3pm at Machias Savings Bank. No action taken.
- F. Curb Cut Policy** – *Possible motion to approve the changes as presented.* Mr. Hochman, with second by Ms. Cough, moved to approve the changes to the Curb Cut Policy as presented. Motion passed 7-0.
- G. Health Insurance Plan** – *Possible motion to increase the employee reimbursement for out of pocket expenses.* Mr. Minutolo requested recusal due to his relationship with a town employee on the health plan. Mr. Hochman, with second by Ms. Cough, moved to recuse Councilor Minutolo due to an appearance of conflict of interest. Motion passed 6-0-1 (Recused: Minutolo).
- Mr. Hochman, with second by Mr. Friedmann, moved to raise employees' reimbursement of out-of-pocket expenses to 100% in the town's health insurance plan. Motion passed 6-0-1 (Recused: Minutolo).
- H. Treasurer's Warrant** - *Request of Treasurer to authorize paid bills.* – Mr. Hochman, with second by Mr. Friedmann, moved to sign the Treasurer's Warrants for paid bills. Motion passed 7-0.

**IX. TOWN MANAGER'S COMMENTS** – None.

**X. COUNCIL COMMENTS AND REQUESTS FOR FUTURE AGENDAS**

**Mr. Friedmann** commented that one advantage of living in a town that has such great road crews is he can bicycle 300 days out of the year.

**Mr. Hochman** wished everyone a very happy holiday season.

**Mr. Minutolo** echoed Mr. Hochman.

**Ms. Goldthwait** inquired about the water gushing from a manhole at the end of Cottage Street on the day of the rainstorm. Mr. Knight stated he had not heard what the issue was, that there are drainage issues on Cottage Street, and he would try to find the answer.

**Mr. Dobbs** wished everyone a Merry Christmas and a Happy New Year.

**XI. EXECUTIVE SESSION:**

**A. Sick Leave Transfer** – *To be held in executive session as permitted by 1 MRSA §405(6)(A) for discussion or consideration of a personnel matter.*

Mr. Hochman, with second by Ms. Cough, moved to go into executive session at 7:45 p.m. as permitted by 1 MRSA §405(6)(A) for discussion or consideration of a personnel matter. Motion passed 7-0.

Council returned to regular session at 7:52 p.m.

Mr. Hochman, with second by Mr. Friedmann, moved to approve the sick leave transfer requested in a letter dated December 10, 2019 with the following conditions:

1. The Finance Director shall transfer up to 155 hours as needed.
2. Transferred leave will be considered qualifying leave under the Family Medical Leave Act.
3. Transferred leave may not be used by the employee until all available sick leave and accrued vacation leave have been used.
4. No additional sick leave will accrue while the transferred leave is being used.
5. Consistent with the Town policy on leaves of absence, vacation leave will not be earned for the period in which the transferred leave is used.

Motion passed 7-0.

**XII. ADJOURNMENT** – Mr. Hochman, with second by Mr. Friedmann, moved to adjourn at 7:53 p.m. Motion passed 7-0.

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Sharon M Linscott, Town Clerk

# memo

VI A

## Town of Bar Harbor

To: Town Council

From: Sharon Linscott, Town Clerk

CC: Cornell Knight, Town Manager

Date: 1/2/2020

Re: March 3, 2020 State Election – Appointment of Warden

It is requested to *appoint the Town Clerk as Warden for the March 3, 2020 State of Maine Presidential Primary and Special Referendum Election.*

Thank You.

# memo

VI B

## Town of Bar Harbor

To: Town Council  
From: Sharon Linscott, Town Clerk  
CC: Cornell Knight  
Date: 1/2/2020  
Re: Biennial Appointment of Election Clerks

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As required by 21-A MRSA section 503:

“The municipal officers of each municipality shall appoint election clerks no later than May 1st of each general election year to serve at each voting place during the time the polls are open and as counters after the polls close.”

Further,

“The municipal officers shall consider the following for appointment as election clerks.  
A. The municipal officers shall consider persons nominated by the municipal, county or state committees of the major parties to serve as election clerks. The municipal officers shall appoint at least one election clerk from each of the major parties to serve at each voting place during the time the polls are open. The municipal officers shall also appoint a sufficient number of election clerks to serve as counters after the polls close. The election clerks must be selected so that the number of election clerks from one major party does not exceed the number of election clerks from another major party by more than one.

...

All nominations for election clerks must be submitted to the municipal officers no later than April 1st of each general election year. If a municipal committee of a major party fails to submit a list of nominees to serve as election clerks, the municipal officers may appoint registered voters enrolled in that party to serve as election clerks.”

Given the Presidential Primary election scheduled for March, 3, 2020, the slate is being presented to you now to allow sufficient time to staff this election.

Please consider the attached slate of registered voters to serve 2020 through 2022.

Possible motion *to appoint the slate of election clerks for 2020-2022 as presented.*

# **Town of Bar Harbor**

## **ELECTION CLERKS**

### **APPOINTED 2020 – 2022**

#### **Democratic Party:**

Helen Caivano	Roc Caivano
Peggy Danneman	Valerie Davis
Elisa DeMuro	Robert Goodwin
Noreen Hogan	Elizabeth Hubbell
Annlinn Kruger	James Linnane
John O'Brien	Sharon Riley
Anna Ryan	Janet Varnum
Burt Wartell	Lucy Witt

#### **Republican Party:**

Marie Bartsch	John Cunningham
Sylvia Cunningham	Pamela Garland
Edwin Garrett IV	Scott Hammond
Barbara Hepburn	Domenico Marchesani
Debra Mitchell-Dow	James Riley, Jr
Charles Saul	Suzanne Saul
Joan Tukey	Christine Witham

#### **Unenrolled:**

Jill Goldthwait	Ellen Grover
Anna Louise Lopez	Karen McFarland
Mary Opdyke	Catherine Preston-Schreck

VI C

## Cornell Knight

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**From:** Gary Friedmann <gary@garyfriedmann.com>  
**Sent:** Friday, December 20, 2019 2:19 PM  
**To:** Cornell Knight  
**Cc:** Lawson Wulsin  
**Subject:** Gulf of Maine Research Institute Grant  
**Attachments:** DRAFT\_Town Letter of Support.dotx

Hi Cornell,

Attached is a draft letter of commitment for MDI towns to participate in this grant that we discussed earlier this week. I invite you to edit as you see fit. Do you think you might be able to sign this without running by the Council? The proposal is due on January 6th.

Essentially GMRI is proposing to the Environmental Protection Agency Environmental Education program a project that builds public understanding and engagement in the complex impacts of coastal flooding to community resources and ecosystems. This project will leverage work GMRI is doing with South Portland - developing a data visualization and community engagement tool that emerges the complex impacts of coastal flooding/sea level rise on the community's economic, social, and ecological resources.

They're interested in working with Mount Desert Island because our four towns rely on interconnected infrastructure and just as a coastal flooding impact in one town may affect the others, so will actions that build resilience. A collaborative and community-driven effort to understand coastal flooding vulnerability will build coastal resilience for all island communities.

If funded, the project will start no earlier than August 1, 2020. The project will last for one year, the tool will be available for use well into the future.

The advisory group will consist of a representative(s) from:

- A Climate to Thrive
- TFIC/Sewall
- Maine Coast Heritage Trust
- The town of Bar Harbor
- The town of Mount Desert
- The town of Tremont
- The town of Southwest Harbor
- Students from Mount Desert Island High School

The advisory group will meet 3-4 times for 1/2 day meetings to:

- Define goals and outcomes and determine data needs
- Review project design
- Develop outreach, engagement, and implementation plan
- Evaluate project outcomes

There is funding for municipal partners to support their participation on the advisory group in this project.

Thank you for your consideration,



# TOWN OF BAR HARBOR

93 Cottage Street, Suite I  
Bar Harbor, Maine 04609-1400  
Tel. 207-288-4098 Fax 207-288-4461

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December 20, 2019

Gayle Bowness  
Program Manager  
Gulf of Maine Research Institute  
350 Commercial Street  
Portland, Maine 04101

Dear Gayle,

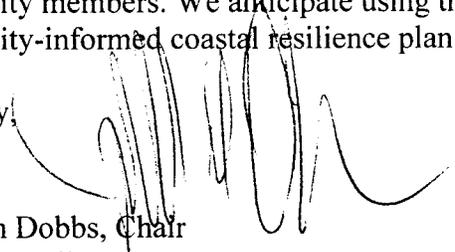
The Town of Bar Harbor is pleased to submit this letter of commitment to the Gulf of Maine Research Institute's EPA Environmental Education proposal. We're excited to join this partnership of towns and local community partners that will develop a regional visualization and engagement tool to support residents and visitors alike in understanding the environmental, economic, and social impacts of coastal flooding and identifying areas of concern for prioritization.

As an island community comprised of four towns, we share critical infrastructure, utility systems, education, emergency services, as well as other essential community and ecosystem resources. Preparing Mount Desert Island for coastal flooding events will require coordinated efforts and resources across our towns.

Having an informed and engaged community will help our town in identifying and prioritizing adaptation projects that build coastal resilience as well as provide public support for using town resources for these projects. This proposed project supports that effort by creating publicly accessible data visualization tools that merge the complex community impacts of coastal flooding, as well as input from residents of and visitors to our community about the resources they most value and are concerned about.

We commit to having a town representative participate on the advisory group for this project, providing relevant town data for the project, as well as supporting outreach and engagement through communications with town residents and hosting a workshop for our community members. We anticipate using the outputs of this project to develop a community-informed coastal resilience plan.

Sincerely,

  
Jefferson Dobbs, Chair  
Town Council

VID

## Cornell Knight

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**From:** Gary Friedmann <gary@garyfriedmann.com>  
**Sent:** Monday, December 30, 2019 2:06 PM  
**To:** Kendra Rudolph Rand  
**Cc:** Cornell Knight  
**Subject:** Re: MLK Day 2020

Hi Cornell -- can we get this request onto the January 7th agenda?  
Thank you,  
Gary

On Mon, Dec 30, 2019 at 1:31 PM Kendra Rudolph Rand <kendra.rudolph@gmail.com> wrote:  
Dave and Chris, thank you very much.

I'm now looping in Gary Friedman to learn what I need to submit to the town and when so that we can get permission again.

Gary, would you please advise? I'm happy to submit something more formal than this email chain. The march will commence at 11am in front of the YWCA. We'd like to take our usual route: cross Mt. Desert St to go down High Street, right on Cottage Street, right on Main Street, and cross the Village Green to return to the YW.

Chris, as I'm sure you recall, we appreciate the extra guarding of Mt. Desert St when we cross both times, from and back to the YW.

Thank you all, Kendra

On Mon, Dec 30, 2019 at 8:14 AM David Kerns <dkerns@barharbormail.org> wrote:  
Kendra,

Sorry I missed your first email... Yes you will need to go through the Council again for a planned parade / road closure event. Same process as last year. Where it is a continuing annual event now I don't see any issues.

I will have you work with Sgt. Chris Wharff as he is the supervisor working that day. I have cc'ed him on this email.

Good luck let me know if you run into problems.

Dave

**From:** Kendra Rudolph Rand <kendra.rudolph@gmail.com>  
**Sent:** Friday, December 27, 2019 12:22 PM  
**To:** dkerns@barharbormaine.gov <dkerns@barharbormaine.gov>  
**Subject:** Re: MLK Day 2020

Good afternoon, Dave. Should I follow up w/ you or anyone else on this request? Anything I can do to help?

Thank you so much, Kendra Rand

On Wed, Dec 4, 2019 at 2:26 PM Kendra Rudolph Rand <[kendra.rudolph@gmail.com](mailto:kendra.rudolph@gmail.com)> wrote:  
Greetings, Dave,

I hope you're well. The MLK Day group is organizing for January 20 and we're seeking your support again. March will run 11:00-11:30ish.

Can I provide any information? Would we need approval from the town again?

Thank you so much, Lt Kerns. Grateful, Kendra

VII A

**Vehicles and Traffic Ordinance Amendment**  
Town of Bar Harbor  
#2020-01

**An Amendment to change Columbus Day to Indigenous Peoples' Day.**

*The Town of Bar Harbor hereby ordains that Chapter 194, Vehicles and Traffic, of the Town Code is amended as follows:*

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

**CHAPTER 194 – VEHICLES AND TRAFFIC**

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**§ 194-38 Idling of motor vehicles.**

- A. Five-minute limitation. No person may cause or allow a motor vehicle to idle for more than five consecutive minutes while that vehicle is parked in any of the downtown areas during the time from May 1 to ~~Columbus~~Indigenous Peoples' Day.

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[End of Ordinance]



RESOLUTION  
of  
THE BAR HARBOR TOWN COUNCIL

WHEREAS, Columbus Day was made a Federal Holiday in 1937 to be celebrated on the second Monday of October; and

WHEREAS, the Town of Bar Harbor recognizes the historic, cultural and contemporary significance of the Wabanaki and other Indigenous peoples in the land that became known as the Americas including Maine; and

WHEREAS, the Town Council of Bar Harbor wishes to recognize and honor the Wabanaki, a Confederation of five principal tribes, the Mi'kmaq, Maliseet, Passamaquoddy, Abenaki and Penobscot, and other Indigenous Peoples to better reflect the experiences of native peoples and to hold in esteem their roots, history and contributions;

WHEREAS, the Town of Bar Harbor encourages schools and other educational institutions and businesses recognize and celebrate Indigenous Peoples' Day; and

NOW THEREFORE, BE IT RESOLVED, that the Town Council of Bar Harbor recognizes the second Monday in October as Indigenous Peoples' Day.

Given under our hands and seal at Bar Harbor this seventeenth day of October 2017.

Municipal Officers of the Town of Bar Harbor

Paul A. Paradis, Chair

Gary Friedmann, Vice Chair

Stephen Coston

Erin Early-Ward

Matthew A. Hochman

Judith Noonan

Peter St. Germain

## STATE OF MAINE

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 IN THE YEAR OF OUR LORD

TWO THOUSAND NINETEEN

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 H.P. 142 - L.D. 179
**An Act To Change the Name of Columbus Day to Indigenous Peoples Day****Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 4 MRSA §1051, first ¶**, as repealed and replaced by PL 1985, c. 819, Pt. A, §1, is amended to read:

No court may be held on Sunday or any day designated for the annual Thanksgiving; New Year's Day, January 1st; Martin Luther King, Jr., Day, the 3rd Monday in January; Washington's Birthday, the 3rd Monday in February; Patriot's Day, the 3rd Monday in April; Memorial Day, the last Monday in May, but if the Federal Government designates May 30th as the date for observance of Memorial Day, the 30th of May; the 4th of July; Labor Day, the first Monday of September; ~~Columbus Day~~ Indigenous Peoples Day, the 2nd Monday in October; ~~Veterans'~~ Veterans Day, November 11th; or on Christmas Day. The Chief Justice of the Supreme Judicial Court may order that court be held on a legal holiday when ~~he finds that~~ the interests of justice and judicial economy in any particular case will be served. The public offices in county buildings may be closed to business on the holidays named in this section. When any one of the holidays named in this section falls on Sunday, the Monday following ~~shall~~ must be observed as a holiday, with all the privileges applying to any of the days named in this section.

**Sec. 2. 9-B MRSA §145, sub-§1, ¶I**, as enacted by PL 1997, c. 398, Pt. B, §2, is amended to read:

I. The 2nd Monday in October, ~~Columbus Day~~ Indigenous Peoples Day;

**Sec. 3. 20-A MRSA §4802, sub-§1, ¶E**, as enacted by PL 1981, c. 693, §§5 and 8, is amended to read:

E. ~~Columbus Day~~ Indigenous Peoples Day, the 2nd Monday in October;

**Sec. 4. 32 MRSA §4691, sub-§2**, as enacted by PL 1979, c. 571, is amended to read:

**2. Business day.** "Business day" means any day other than Saturday, Sunday or the following ~~national~~ holidays: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; ~~Columbus Day~~ Indigenous Peoples Day; ~~Veteran's~~ Veterans Day; Thanksgiving and Christmas.

VIII. A

## Cornell Knight

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**From:** kidscorner@prexar.com  
**Sent:** Wednesday, December 18, 2019 1:48 PM  
**To:** Cornell Knight  
**Subject:** Fire Marshall's Requirement  
**Attachments:** Kids Corner Daycare - Fire - 7899.pdf

Dear Cornell and Council Members,

Annually the Fire Marshall walks through the facility to do the necessary inspection to keep things up to code and safest for the the inhabitants within. This year he noted in his report that the Fire Alarm/Pull stations need to be updated and made ADA compliant. I contacted Seacoast Security (at his suggestion) and received the attached estimate from them as to what this will entail. You can imagine how shocked were were as we were not expecting such a large, unexpected upgrade (especially after they have passed every other year prior to this inspection).

I would love to request that the Town consider covering the required upgrades of the Fire Alarm pull stations to make them ADA compliant. I try to be very careful and not request anything above and beyond our rent agreement but I do remember the last time I stood before the council to present our Annual Report, Gary Friedmann very supportively reminded me to come to the town if and when there may be any way the Town can offer additional support as we provide for the working families of MDI.

So today, I come to you asking for your support in covering this mandatory safety upgrade.

Thank you so much for taking this into consideration.

Sincerely,

Lori Krupke  
Executive Director  
Kids' Corner



Kids Corner Learning Center  
C/o Lori Krupke  
81 Mount Desert Street  
Bar Harbor, ME 04069  
207-288-8999  
kidscorner@link2usa.com

## Sales Quotation

Questions? Please call

Quote #: 007899

Date 12/16/2019 Quote Expires on: 1/15/2020

Description	Qty
Install a hardwired commercial grade fire alarm system that will meet code. We will have to drop your pull station locations down to ADA height. We can put a cover with buzzer on each one to get notificaion just in case one of the kids decides to initiate one.	
***System design is subject to change based on local code enforcement approval.	
Commercial Fire Alarm Panel	1
6Amp Power Supply for Fire Panel	1
Remote Annunciator - notification center by main entry for Fire Department	1
AES Radio Communicator (this will reduce your long term costs so you don't have to pay for phone lines)	1
12V 8AH Back up battery - for the AES radio	1
12v 18AH Back up batteries - (2) panel, (2) power supply	4
Addressable Smoke Detectors	6
1@Pre-K room, 1@Tween room, 1@Toddler room, 1@Infant room, 1@Crib room, 1@Storage room (will have the panel)	
Addressable Pull Stations	6
1@main entry door by office, 1@exit door off Common Room, 1@Toddler room, 1@Infant room, 1@Kitchen, 1@Mechanical room	
Addressable Combo - Smoke/Carbon Monoxide Detectors	2
1@Entry lobby by office, 1@Common room	
Addressable Heat Detector	2
1@Mechanical room, 1@Kitchen	
Ceiling Mounted Horn Lights	3
1@Entry lobby, 1@Common room, 1@Mechanical room	
Wall Mounted Strobe Only	2
1@Bathroom by office, 1@Kid's bathroom off the Common Room	
Low Frequency Sounder - all sleeping rooms	5
1@Pre-K room, 1@Tween room, 1@Toddler room, 1@Infant room, 1@Crib room	
Back boxes, ceiling tile hangers and fittings	1
16/4 Fire Wire 500ft	1
18/2 Fire Wire for initiating devices 500ft	1.5
PERMIT	1
MONITORING - AES RADIO (NO PHONE LINES REQUIRED) \$49.00 PER MONTH; \$588.00 PER YEAR	
ANNUAL FIRE ALARM TEST & INSPECTION IS \$31.00 PER MONTH; \$372.00 PER YEAR. THIS FUNCTION IS REQUIRED BY THE STATE. WE WILL PROVIDE YOU	

Description	Qty
<p>WITH A REPORT EACH YEAR FOR YOUR RECORDS</p> <p>***OPTIONAL PULL STATION COVERS WITH SOUNDER - \$105.00 EACH. YOU WILL A TOTAL OF (6); \$630.00</p>	

<b>Sub-Total</b>	\$5,609.95
<b>LABOR</b>	\$2,800.00
<b>Tax</b>	\$311.42
<b>Total</b>	<b>\$8,721.37</b>



***Lease Agreement  
Town of Bar Harbor to Kids' Corner, Inc.***

**THIS LEASE AGREEMENT** is made as of the 4 day of April, 2017, by and between the Inhabitants of the TOWN OF BAR HARBOR, a municipal corporation, with a mailing address of 93 Cottage Street, Bar Harbor, Maine 04609-1400 (hereinafter referred to as the "Town"), and KIDS' CORNER, INC., a Maine nonprofit corporation with a place of business in Bar Harbor Maine (hereinafter referred to as "Kids' Corner"). This lease is hereinafter referred to as the "Lease Agreement".

**I. PREMISES**

The Town hereby demises and lets unto Kids' Corner the following described premises (hereinafter referred to as the "premises"), to wit:

The land with the building(s) thereon in Bar Harbor Maine described in Exhibits A and B attached hereto and incorporated herein by reference.

**II. TERM**

Kids' Corner shall hold the premises with all the rights, privileges, and appurtenances thereof, for and during the term of fifteen (15) years, beginning on May 1, 2017, and ending on April 30, 2032.

**III. RENT**

A. BASIC RENT. During the fifteen (15) years of the lease, an annual rent shall be paid according to the schedule below, payable in equal monthly installments as shown therein, which rent shall be paid on May 1, 2017 and on the same day of each and every month of the term of tenancy thereafter, in advance (the "Basic Rent"), all Basic Rent being payable at the above-referenced address of the Town in Bar Harbor, Maine, unless the Town shall otherwise notify Kids' Corner, in writing, of a new payment location.

<i>Beginning Date</i>	<i>Annual Rent</i>	<i>Monthly Rent</i>	<i>Beginning Date</i>	<i>Annual Rent</i>	<i>Monthly Rent</i>
05/01/17	\$6,300	\$525	05/01/25	\$8,700	\$725
05/01/18	\$6,600	\$550	05/01/26	\$9,000	\$750
05/01/19	\$6,900	\$575	05/01/27	\$9,300	\$775
05/01/20	\$7,200	\$600	05/01/28	\$9,600	\$800
05/01/21	\$7,500	\$625	05/01/29	\$9,900	\$825
05/01/22	\$7,800	\$650	05/01/30	\$10,200	\$850
05/01/23	\$8,100	\$675	05/01/31	\$10,500	\$875
05/01/24	\$8,400	\$700	---	---	---

It is the intention of the Town and Kids' Corner that the Basic Rent herein specified shall be net to the Town in each year during the term of this lease. Accordingly, all costs, expenses, and obligations of every kind relating to the premises (except as otherwise may be provided in this lease), which may arise or become due during the term of this lease shall be paid by Kids' Corner, and the Town shall be indemnified by Kids' Corner against such costs, expenses, and obligations.

The Basic Rent shall be paid to the Town without notice or demand and without abatement or setoffs (except as otherwise specifically provided in this lease).

**B. ADDITIONAL RENT AND RELATED MATTERS:** All taxes, if any, charges, assessments, repair and maintenance fees, costs, and all and any other expenses which Kids' Corner is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Kids' Corner's failure to pay such amounts, and all damages, costs, and expenses which the Town may incur by reason of any default of Kids' Corner or failure on Kids' Corner's part to comply with the terms of this lease, shall be deemed as Additional Rent, and in the event of nonpayment by Kids' Corner, the Town shall have all the rights and remedies with respect thereto as the Town has for the nonpayment of the Basic Rent.

Kids' Corner shall promptly pay all assessments, water and sewer use charges, utilities, and repair and maintenance fees with respect to the premises. Kids' Corner shall promptly pay expenses related to the operation of the premises. Kids' Corner shall furnish to the Town official receipts or other satisfactory proof of payment within a reasonable time after demand by the Town.

Hereafter, the Basic Rent and the Additional Rent shall be individually and collectively referred to as the "Rent".

#### **IV. *INSURANCE***

Kids' Corner shall obtain and pay for comprehensive general liability insurance covering the premises in an amount not less than \$1,000,000 bodily injury and/or property damage liability per occurrence, as well as \$1,000,000 general liability or combination of general liability and umbrella coverage. Such policies of insurance described herein shall contain an endorsement requiring obligatory thirty (30) days' advance written notice of policy cancellation, non-renewal or material change in coverage, scope or amount of any such policies to the Town and the standard Town clause shall read: "Inhabitants of the Town of Bar Harbor. Attention: Finance Director, its successors and/or assigns as their interests may appear, 93 Cottage Street, Bar Harbor, Maine 04609-1400."

Kids' Corner shall obtain, pay for, and carry all fire and other casualty insurance for all of its personal property kept on or about the premises and provide proof upon request to the Town.

## V. COVENANTS OF KIDS' CORNER

Kids' Corner hereby covenants with the Town as follows:

A. Kids' Corner will maintain the following items on the premises: removal of snow and ice and sanding of the parking lot, sidewalks, and entryways of the building(s); maintenance of the parking lot surface in good order and repair; maintenance of the grounds; removal of garbage and debris from the premises. Except as otherwise specified herein, Kids' Corner shall maintain the exterior and interior of the building(s) on the premises in good order and repair.

B. Kids' Corner will pay the Rent at the time and place and in the manner aforesaid.

C. Kids' Corner will use and occupy the premises in a careful and proper manner for the purpose of operating a child day care center. Neither the premises nor any part thereof shall be used at any time during the term of this lease for the purpose of carrying on any business, profession or trade of any kind, or for any purpose other than child day care, provided, however, that nothing herein shall be construed so as to prevent Kids' Corner from allowing other agencies or organizations from using the premises as a meeting place on such terms and under such conditions as Kids' Corner may deem appropriate provided that such use does not violate any municipal ordinances or policies or any other provision of this lease and provided further that it does not interfere with the primary use of the premises as a child day care center. Kids' Corner shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the Premises during the term of this lease.

D. Kids' Corner will not commit any waste on the premises, reasonable wear and tear excepted;

E. Kids' Corner will not use or occupy the premises for any unlawful purpose, and will conform to and obey all present and future laws and ordinances and all rules, regulations, requirements, and orders of all governmental authorities or agencies pertaining to its occupancy of the premises;

F. Kids' Corner will not use or occupy the premises, or permit the same to be used or occupied for any purpose or business deemed extra-hazardous on account of fire or otherwise;

G. Kids' Corner will quietly and peaceably surrender up possession of the premises to the Town at the expiration or prior termination of this lease in as good condition as it is now, or in which the premises may be put, excepting reasonable wear and tear;

H. Kids' Corner will permit the Town to enter the premises at all reasonable times to examine the condition of same; provided, however, that the Town shall give reasonable prior

notice to Kids' Corner of its intention to examine the premises; and

I. Kids' Corner will keep and maintain the interior and exterior of the premises in good order and repair, reasonable wear and tear excepted, except as otherwise provided herein.

J. Kids' Corner will not assign in whole or in part this lease or sublet in whole or in part any portion of the premises. A transfer of the corporation to a for profit corporation or a transfer or change in the current nonprofit purposes of Kids' Corner shall be deemed an assignment for purposes of this Section and is prohibited.

K. Should Kids' Corner, during the term of this Lease, grant priority for pupil admissions to any individual or organization donating funds, facilities, equipment, supplies, services or other articles of value, Kids' Corner shall grant top admissions priority to the employees of the Town in recognition of the value of the rent deferred by the Town under a prior lease.

## **VI. *MUTUAL COVENANTS***

It is mutually agreed by and between the Town and Kids' Corner that:

A. Kids' Corner shall have the right to erect signs, at its own expense, on the property, and shall maintain such signs in good order and repair, subject to the consent of the Town, which shall not be unreasonably withheld so long as the signs are in compliance with all rules, ordinances and provisions of the Town of Bar Harbor and do not contradict the rights of others as set forth in paragraph K hereafter.

B. If the premises or the building(s) are destroyed or damaged by fire or other casualty, the Town may, but shall not be required to promptly use the insurance proceeds to repair any such damage or reconstruct the building(s). It is expressly understood between the parties that the destruction, in part or in whole, of any building(s) on the premises shall, at the election of the Town, cause a termination of this lease agreement and the obligations of the parties hereunder.

C. If any portion of the premises is condemned for any public use or purpose by any legally constituted authority, then in case of such event, this lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Town and Kids' Corner as of the date of the surrender of possession. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by such condemnation. If fire or other casualty rendering the premises unusable by Kids' Corner destroys a substantial portion of the premises, the Town may terminate this Lease. In the event fire or other casualty destroys a portion of the premises, the rent shall be reasonably offset to the extent of Kids' Corner's loss of use for that portion of the premises during any period of repair.

D. All fixtures and/or equipment as shall have been installed by Kids' Corner during the term of this lease in the premises and affixed thereto shall become the property of the Town at the termination of this lease.

E. If Kids' Corner shall pay the Rent as herein provided, and shall keep, observe, and perform all of the other covenants of this lease by it to be kept, performed, and observed, Kids' Corner shall peaceably and quietly have, hold, and enjoy the premises for the term aforesaid.

F. If Kids' Corner shall at any time be in default in the payment of Rent herein reserved or in the performance of any of the covenants, terms, conditions, or provisions of this lease and Kids' Corner shall fail to remedy such default within seven (7) days after written notice thereof (the "Default Notice") from the Town, it shall be lawful for the Town thereupon or at any time thereafter, to terminate this Lease and all of Kids' Corner's interest hereunder by giving written notice to Kids' Corner, (the "Termination Notice"), of such termination and of the effective date thereof (and, such Termination Notice having been given, this Lease shall terminate on the date named therein, which effective date shall be not less than seven (7) days from the date such Termination Notice is mailed to Kids' Corner by Certified Mail), without prejudice, however, to the Town's claim for rent or other claims for breach of this lease.

G. This lease and all the covenants, provisions, conditions, hereinbefore contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

H. The execution and performance by the Town of the terms and provisions of this Lease have been duly authorized by all requisite action and this Lease constitutes a valid and binding obligation of the Town. The execution and performance of this Lease will not violate any provision of law, any order of any court, or other agency of government, or any other instrument to which the Town is a party or by which the Town is bound. The Town has full power and authority to enter into this Lease and to consummate the transactions herein contemplated.

I. Kids' Corner may record a memorandum of lease with the appropriate registry of deeds.

J. Kids' Corner shall maintain the structural soundness of the roofs, foundations, and exterior walls of the building(s) upon the premises and shall be responsible for any repairs to or replacement of the heating, air conditioning, electrical, and plumbing systems.

K. Kids' Corner and the Town acknowledge the premises are subject to an easement and rights reserved to a prior grantor and owner of the premises as described more particularly in the deed to the Town, and which may be generally described as an easement and right to erect, install, access and maintain a commercial sign on the premises near the point where the Juliette Nickerson private way so called intersects with Mount Desert Street so called. Kids' Corner

further covenants and agrees that a beneficial holder of said easement rights currently includes the Bar Harbor Manor and that Kids' Corner shall not damage the existing sign, nor interfere with the continued access and maintenance of said easement and rights by any person holding an interest in said easement.

L. The Town and Kids' Corner acknowledge and agree that this Lease replaces in the entirety a prior lease between the Town and Kids Corner dated April 16, 2002, the "Prior Lease" and upon execution of this Lease by Kids' Corner and the Town, both do hereby release and terminate the Prior Lease and enter into this Lease Agreement.

## **VII. INDEMNIFICATION**

Kids' Corner agrees to indemnify and to hold the Town, its agents, officers, employees, and assigns harmless from and against any claim for injury or damage to persons or property caused in whole or in part by the tortious act or omission of Kids' Corner, its agents, and/or employees, or Kids' Corner's failure to perform or fulfill any term, condition, covenant or agreement contained or referred to herein on the part of Kids' Corner to be performed or fulfilled.

In the event that the Town is required to apply to a court of competent jurisdiction for purposes of enforcing against Kids' Corner a provision or provisions of this Lease Agreement, Kids' Corner shall be responsible for the reasonable counsel fees and court costs incurred by the Town.

## **VIII. ALTERATIONS AND ADDITIONS**

Kids' Corner shall not make or allow to be made any alterations, improvements, additions, or changes to the premises, the improvements located thereon or any part thereof (individually and collectively hereafter "Alterations") without first obtaining the written consent of the Town, which consent shall not be unreasonably withheld. All Alterations approved by the Town shall be completed and constructed in a good and workman-like manner and free from any claim or encumbrance. In the event the Town consents to the making of any Alterations by Kids' Corner, the same shall be made by Kids' Corner at Kids' Corner's sole cost and expense and in compliance with the requirements of all governmental authorities with jurisdiction over the premises and as provided hereafter. Kids' Corner, prior to commencing any such Alterations and as a precondition to the Town's consent, shall deliver to the Town plans, specifications and such other documents as the Town may reasonably require together with a written estimate evidencing the projected costs for the completion of the Alterations (the "Proposed Alteration Plans" and the "Proposed Alteration Costs" respectively) and evidence of insurance coverage reasonably required by the Town including Worker's Compensation.

Notwithstanding the ownership of any Alterations, Kids' Corner shall retain the right to depreciation deductions of all such Alterations made at Kids' Corner's expense. Kids' Corner shall indemnify and hold the Town harmless against any mechanic's lien or other lien or costs or

damages arising out of the making of any Alterations, including without limitation all of the Town's costs, if any, of completing any Alterations or discharging any encumbrance in the event Kids' Corner fails to timely complete the Alterations in accordance with the Proposed Alteration Plans and Proposed Alteration Costs. The Proposed Alteration Costs submitted to the Town by Kids' Corner and approved by the Town in writing shall be "Approved Alteration Costs" for the purpose of calculating the "Termination Fee" hereafter defined if said costs are actually expended by Kids' Corner. The Approved Alteration Costs may be further revised in the Town's reasonable discretion, but only if evidenced by the Town's further written consent, and only if the actual costs of Alterations varies materially from the Approved Alteration Costs after completion and construction of the Alterations and the actual alteration costs are approved by the Town. Upon written consent by the Town to Kids' Corner's requested Alterations, and the Approved Alteration Costs, the Alterations and Approved Alteration Costs shall be deemed a part of this Lease for purposes of calculating the "Termination Fee" as defined hereafter. Any Alterations or expenditures made by Kids' Corner or on Kids' Corner's behalf shall not qualify as Approved Alteration Costs for the purposes of calculating the Termination Fee unless in writing and attached to the Lease and consented to in writing by the Town it being the parties' intention that Kids' Corner obtain evidence of the Town's consent in writing as a precondition and qualification for Approved Alteration Plans and Approved Alteration Costs being included in any calculation of the Termination Fee. Each Approved Alteration Plan and Approved Alteration Costs submitted by Kids' Corner and approved by the Town in writing shall be attached to this Lease.

**IX. NON-WAIVER**

The failure of the Town to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Town of rent with knowledge of the breach of any covenant of this lease, or breach of these rules and regulations, shall not be deemed a waiver of such breach.

**X. AMENDMENTS**

This lease may not be amended or modified by any act or conduct of the parties or by oral agreements unless reduced and agreed to in writing signed by both the Town and Kids' Corner. No waiver of any of the terms of this lease by the Town shall be binding on the Town until reduced to writing and signed by the Town. This lease shall be construed pursuant to the laws of the State of Maine.

***IN WITNESS WHEREOF***, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the day and date first written above.

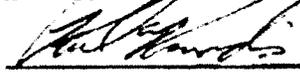
## EXHIBIT A

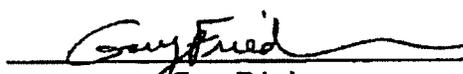
A certain lot or parcel of land, together with the buildings thereon, situated in said Bar Harbor, bounded and described as follows:

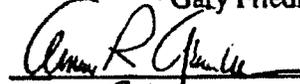
Beginning at a point on the easterly side line of Eden Street, said point being five (5) feet northerly of the projection of the northerly side line of the Industrial Arts Building, so-called; thence easterly, but always five (5) feet northerly of said projection and of said Building to an iron pin driven into the ground at or near the intersection of the driveway leading easterly from Eden Street and of the driveway leading northerly from Mt. Desert Street; thence southerly, but always twenty-seven (27) feet from the projection of the easterly side of said Building and from said easterly side, to the northerly side line of Mt. Desert Street; thence westerly and northerly, but always following the northerly side line of Mt. Desert Street and the easterly side line of Eden Street, to the point of beginning. The foregoing description is derived from the sketch attached hereto as EXHIBIT B.

TOGETHER WITH (1) a right of way, to be used in common with the Lessor, its successors and assigns, and with others who may now have or hereafter acquire similar rights, for purposes of ingress and egress over the "Gravel Drives" leading northerly from Mt. Desert Street, and leading easterly from Eden Street as depicted on EXHIBIT B, and (2) easements for utilities presently serving the Industrial Arts Building, together with the right to enter upon Lessor's remaining land, with men and machinery, in order to maintain, repair and replace such utilities.

**TOWN OF BAR HARBOR  
BY: ITS TOWN COUNCIL**

  
\_\_\_\_\_  
Paul Paradis

  
\_\_\_\_\_  
Gary Friedmann

  
\_\_\_\_\_  
Anne Greenlee

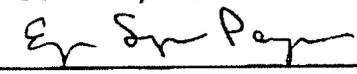
  
\_\_\_\_\_  
Peter St. Germain

  
\_\_\_\_\_  
Burt Barker

  
\_\_\_\_\_  
J. Clark Stivers

  
\_\_\_\_\_  
Matthew Hochman

**KIDS' CORNER, INC.**

By:   
\_\_\_\_\_  
Emily Seger Pagan  
Its: President

STATE OF MAINE  
HANCOCK, SS.

April 4, 2017

Personally appeared the above named, Paul Paradis, Gary Friedmann, Anne Greenlee, Peter St. Germain, Burt Barker, J.Clark Stivers, Matthew Hochman, Town Councilors, of said body corporate, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said municipal corporation.

Before me:

Patricia A. Gray

Notary Public

My Commission Expires: 1/7/2020

**PATRICIA A. GRAY  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
January 7, 2020**

# MEMORANDUM OF LEASE

**Landlord (Lessor):** The Town of Bar Harbor  
93 Cottage Street  
Bar Harbor, ME 04609

**Tenant (Lessee):** Kids' Corner, Inc.  
81 Mount Desert Street  
Bar Harbor, ME 04609

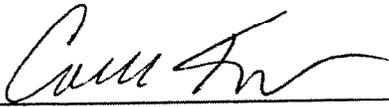
**Date of Lease:** April 5, 2017

**Term of Lease:** Term commencing May 1, 2017, ending April 30, 2032.

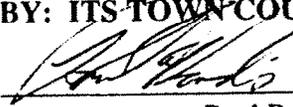
**Description of Premises:** Certain lots or parcels of land situated in the Town of Bar Harbor, more particularly bounded and described in Exhibit A attached hereto.

Dated: 4/5/17

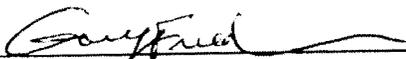
Witness:

  
\_\_\_\_\_

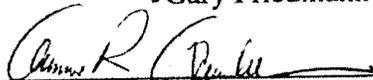
**TOWN OF BAR HARBOR  
BY: ITS TOWN COUNCIL**

  
\_\_\_\_\_

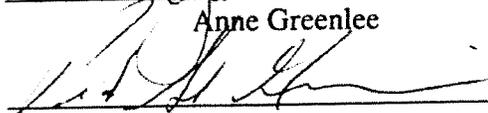
Paul Paradis

  
\_\_\_\_\_

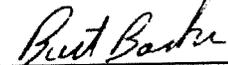
Gary Friedmann

  
\_\_\_\_\_

Anne Greenlee

  
\_\_\_\_\_

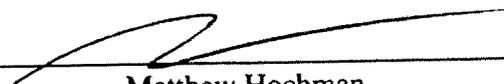
Peter St Germain

  
\_\_\_\_\_

Burt Barker

  
\_\_\_\_\_

J. Clark Stivers

  
\_\_\_\_\_

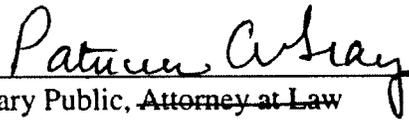
Matthew Hochman

STATE OF MAINE

Hancock County

April 5, 2017

Personally appeared the above named, Paul Paradis, Gary Friedmann, Anne Greenlee, Peter St. Germain, Burt Barker, J.Clark Stivers, Matthew Hochman, Town Councilors, of said body corporate, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said municipal corporation.

  
\_\_\_\_\_  
Notary Public, ~~Attorney at Law~~

\_\_\_\_\_  
Print or type name as signed above

**PATRICIA A. GRAY  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
January 7, 2020**

# MEMORANDUM OF LEASE

## EXHIBIT A

LANDLORD: THE TOWN OF BAR HARBOR

TENANT: KID'S CORNER, INC.

DATE OF LEASE: APRIL 5, 2017

A certain lot or parcel of land, together with the buildings thereon, situated in said Bar Harbor, bounded and described as follows:

Beginning at a point on the easterly side line of Eden Street, said point being five (5) feet northerly of the projection of the northerly side line of the Industrial Arts Building, so-called; thence easterly, but always five (5) feet northerly of said projection and of said Building to an iron pin driven into the ground at or near the intersection of the driveway leading easterly from Eden Street and of the driveway leading northerly from Mt. Desert Street; thence southerly, but always twenty-seven (27) feet from the projection of the easterly side of said Building and from said easterly side, to the northerly side line of Mt. Desert Street; thence westerly and northerly, but always following the northerly side line of Mt. Desert Street and the easterly side line of Eden Street, to the point of beginning. The foregoing description is derived from the sketch attached hereto as EXHIBIT B.

TOGETHER WITH (1) a right of way, to be used in common with the Lessor, its successors and assigns, and with others who may now have or hereafter acquire similar rights, for purposes of ingress and egress over the "Gravel Drives" leading northerly from Mt. Desert Street, and leading easterly from Eden Street as depicted on EXHIBIT B, and (2) easements for utilities presently serving the Industrial Arts Building, together with the right to enter upon Lessor's remaining land, with men and machinery, in order to maintain, repair and replace such utilities.

# Rules of Order

Bar Harbor Town Council

## Parliamentary Authority

The rules contained herein shall govern the Council in all cases to which they are applicable and in which they are not inconsistent with the Statutes, the Town Charter or any special rules of order which the Council may adopt.

## Special Rules of Order

*~ Rules shown in italics are mandated by the Town Charter ~*

### 1. Meetings

- A. ***Rules and Journal.*** *The Council shall annually determine its own rules and order of business and shall provide for keeping a record of its proceedings, which shall be kept for public record.*
- B. ***Meetings.*** *The Council shall meet regularly at least once in every month at such time and place as the Council may prescribe by rule.*
- C. **Regular Meetings.** Regular Meetings shall be held on the first and third Tuesdays of each month at 7:00 PM in the Municipal Building, except that by vote of the Council one regular meeting may be omitted in any month, and the time and place of meetings may be changed. Public notice of any such change shall be given as far in advance as is practicable.
- D. **Special Meetings.** *Special meetings may be held on the call of the Council Chairman, Town Manager or three or more members. To the extent practicable Council members shall be consulted as to a convenient time.*

### 2. Order of Business.

At regular meetings the following shall be the normal order of business:

- I. Call to Order
- II. Committee Appointments
- III. Public Comment Period
- IV. Approval of Minutes
- V. Adoption of Agenda
- VI. Financial Reports
- VII. Public Hearings
- VIII. Regular Business
- IX. Town Manager's Comments
- X. Council Comments and Suggestions for Future Agendas
- XI. Matters for Possible Executive Session

## XII. Adjournment

### 3. Agenda

- A. **Preparation.** The agenda for regular meetings shall be prepared by the Town Manager in consultation with the Chair.
- B. **Distribution.** Copies of the Agenda shall, if possible, be distributed to members not less than three days before the meeting and shall at the same time be delivered for posting on the bulletin board in the Municipal Building, and shall at the same time be e-mailed to others who have requested such copies in writing.
- C. **Deadline.** Items for inclusion on the agenda shall be given to the Town Manager not later than 5:00 p.m. on the Wednesday preceding a Tuesday Council Meeting or, if the meeting is on another day, at a corresponding time. Thereafter no items may be added; except that by the affirmative vote of a majority of the members present, the Council may add items where:
  - (1) Significant inconvenience may result if the matter is postponed or
  - (2) The routine nature of the request is expected to be of little public interest.
- D. **Amendment.** Upon the vote of a majority of members at any point in the meeting, Council may change the order of business.

### 4. Procedure. All meetings shall be conducted in accordance with the latest version of Robert's Rules of Order, except as modified or clarified in the following respects:

- A. **Quorum.** *Four members of the Council shall constitute a quorum for purposes of conducting an official meeting and transacting municipal business, but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Council.*
- B. **Majority.** *Except as otherwise provided in the Charter, the required majority to effectuate the passage, adoption or enactment of an item shall be a simple majority of a quorum.*
- C. **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.
- D. **Public Hearings** – The following guidelines will be read prior to opening a public hearing.

The Town Council strives to give everyone an equal opportunity to be heard, therefore:

- (1.) During public comment you are allowed three minutes to speak with a two minute follow up after everyone has spoken once, and if time allows. An exception is: if Council has a question for the speaker, their response is excluded in this time limit.

(2.) A countdown device is visible to those making comment so that speakers will be aware of time and will not be interrupted during their presentation with warnings.

Upon being recognized to speak:

- (1.) Step up to the microphone and state your name and address.
- (2.) Please be brief and to the point.
- (3.) Be respectful.
- (4.) That includes not applauding or other audible reaction to speakers.
- (5.) Please refrain from side conversations and other distractions.
- (6.) Remember that a public hearing is a chance to comment on an item and not a forum for debate or questions and answers.

- E. **Informal discussion** of a subject is permitted even while no motion is pending.
- F. **Chair Votes.** The Chair shall have all the rights and duties as to voting as any other member, may make motions, and may speak in discussion without leaving the chair.
- G. **Limiting Debate.** There is no limit to the number of times a member may speak on any question, except when action has been taken to limit or close debate.
- H. **Tied Votes.** In the event of a tied vote, the motion fails to pass. Accordingly, a motion to reconsider is not required prior to the making of a subsequent motion.
- I. **Executive Sessions.** The Maine Freedom of Access Law, 1 MRSA 405, states that “Executive sessions may be called only by a public, recorded vote of 3/5 of the members present and voting. . . . A motion to go into executive session must indicate the precise nature of the business of the executive session and include a citation of one or more sources of statutory or other authority that permits an executive session for that business.” Accordingly, the following chart shall apply:

Members Present & Voting	3/5	Affirmative Votes Required
7	4.2	5
6	3.6	4
5	3.0	3
4	2.4	3

- J. **Vote Required.** *Each Councilor in attendance shall vote on all issues and questions presented for vote except when a valid conflict of interest clearly exists. If*

*any Councilor does abstain from a vote other than because of a recognized conflict of interest, they shall be considered to have cast a vote with the majority and the record shall so show.*

- K. **Rule Amendments.** Non-Charter prescribed rules, or any provision thereof, may be waived on any occasion by an affirmative vote of five Councilors. After public notice and hearing, these bylaws may be amended by an affirmative vote of five Councilors.

## 5. **Boards, Committees and Commissions**

- A. **Advertisement.** Before the Council shall fill a vacancy in any Board, Committee, or Commission of the Town, notice shall be given by publication in a newspaper of general circulation in the community, inviting applications or recommendations. Such applications should include information as to the interests and qualifications of the person concerned. The Town Clerk shall see that the Chair of the agency is notified, and opportunity shall be given for recommendation from the agency or from its members.
- B. **Alternate Appointment Procedures.** In making appointments, one of the two voting methods described below shall be used: the "simple voting method" or the "ballot voting method". As required by the state Right to Know Law, each Councilor's vote shall be publicly announced.
- (1) **Simple Voting Method.** When the Council proceeds to the appointment, the Chair shall entertain nominations. Each Councilor shall be entitled to nominate one candidate for each open seat. No nomination requires a second. After all Councilors have had the opportunity to make a nomination, the Chair shall close the floor to nominations, recite the name of the first-named candidate and ask for a vote of those in favor of this candidate. Immediately thereafter, the Chair shall repeat the process for each candidate. No Councilor may vote for more than one candidate. The Chair shall declare appointed the candidate receiving a majority of the votes. If no candidate receives a majority [see definition of a majority], a runoff election shall be held for the candidates having received the two highest numbers of votes.
- (2) **Ballot Voting Method.** In the event of the annual June appointments and upon the request of any Councilor to the Town Manager prior to the agenda deadline, the ballot method of voting shall be used.
- (a) Prior to the Town Council meeting, the Town Clerk shall prepare a ballot for each open seat which shows:
- [1] the name of the agency,
  - [2] the term of the appointment,
  - [3] In alphabetical order down the left side of the page, the names of the candidates who have submitted written applications by the agenda deadline,
  - [4] In columns across the page, the names of each of the Councilors.

- (b) When the Council proceeds to the appointment, the Town Manager shall display the ballot for each open position on a projection screen to make them visible to the public.
- (c) The Chair shall call the name of each Councilor, who shall then name the candidate of their choice. No Councilor may vote for more than one candidate.
- (d) The Manager shall mark the ballot and display each Councilor's vote on the projection screen.
- (e) The Chair shall declare appointed the candidate receiving a majority of the votes.
- (f) If no candidate receives a majority [*see definition of a majority*], a runoff election shall be held for the candidates having received the two highest numbers of votes.

## **6. Manager Communications to Councilors.**

- A. **General Rule.** As time and workloads permit, the Town Manager shall endeavor to provide all Councilors with the same information at the reasonably same time.
- B. **Meeting Background.** The Friday prior to each Council meeting, the Town Manager shall prepare a packet of background materials designed to give Councilors a clear, yet concise, understanding of the issues surrounding the decisions to be made at the meeting. A packet of identical background materials shall be delivered by Town personnel to each Councilor's home. If no one is at home, the packet shall be left at a location previously designated by the Councilor.
- C. **Last Minute Information.** If it comes to the attention of the Manager that an agenda item will be added after the packet has been distributed and additional background material is to be provided for the meeting, those materials suitable for distribution by email shall be e-mailed to all those Councilors who use email, as well as to Town staff and news media as appropriate. In addition, photocopies of all emailed background materials shall be set on the Council table at least one half hour prior to the Council meeting. This rule shall not preclude distribution of background materials to non-email-using Councilors as time and workloads permit.

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#### LEGISLATIVE HISTORY

- 12-16-86 – Original "Rules of Order" adopted
  - 2-3-87 – Amendment regarding appointments to committees
  - 7-7-87 – Amendment regarding posting of agendas
  - 8-4-87 – Amendment regarding "Order of Business"
  - 5-18-04 – Amendment adding Ethics Enforcement (to take effect on effective date of Ethics Ordinance)
  - 6-21-05 – General update, specifically including appointments and adding Charter requirements
  - 10-2-07 – Amendment to delete Ethics Enforcement which conflicts with new Ethics Ordinance
  - 1-29-08 – Amendment to formalize communications policy of staff to Council
  - 2-12-08 – Amendment to adopt Roberts Rules of Order
  - 3-18-08 – Amendment to clarify several procedural matters
  - 6-19-12 – Amendment to add a Public Comment Period as a standing agenda item
  - 8-6-13 – Amendment to streamline the committee appointment process for volunteers
  - 5-20-14 – Amendment to streamline distribution of agendas.
  - 7-1-14 – Amendment adding Town Manager's Comments as a standing agenda item
  - 4-7-15 – Amendment adding Public Comment and Public Hearing procedures; and updated Rules and Journal
  - 2-5-19 – Amendment to 3C deadline, 4D countdown clock and remove H. Motion to Lay on the Table
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