Agenda

Bar Harbor Town Council

March 15, 2016

I. **CALL TO ORDER** – 7:00 p.m. – Town Council Chambers

A. **Excused Absence(s) –** Councilor Paradis requested to be excused.

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 – March 1, 2016 Regular Meeting**

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

V. **ADOPTION OF AGENDA**

VI. **CONSENT AGENDA** – A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:

A. **Resolution: Boy Scout** – Possible motion to sign the Resolution recognizing Mason Gurtler for his achievement of Eagle Scout.

B. **Marine Resources Committee** – Possible motion to accept Michael McKernan's letter of resignation from the Marine Resources Committee and send a letter of appreciation for his years of service.

VII. **PUBLIC HEARINGS:**

A. **Special Amusement Permit Renewal: Little A's,** 131 Cottage Street, request for Class 3a, three or more musicians with mechanical amplification as submitted by Laurie Wellman.

VIII. **REGULAR BUSINESS:**

A. **Kids' Corner -** Annual report and progress of Kids' Corner by Lori Krupke, Executive Director.

B. **Council Goals** – Status update.

C. **Treasurer's Warrant** – Request of Treasurer to authorize paid bills.

IX. **TOWN MANAGER'S COMMENTS**

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

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

XII. **ADJOURNMENT**

In order to assure your full participation in this meeting, we would appreciate your informing us of any special requirements you might have due to a disability. Please call 288-4098

Manager's Memo

To: Bar Harbor Town Council
cc: Department Heads
From: Cornell Knight, Town Manager
Date: Thursday, March 10, 2016

Re: **Town Council Meeting of March 15th**

CALL TO ORDER – 7:00 P.M.

I. **A. Excused Absences –** Councilor Paradis will be absent. Possible motion: to excuse Councilor Paradis as provided by Town Charter section C-12.B(1)(d).

IV. FINANCIAL STATEMENTS - Finance Director Stan Harmon has enclosed his monthly report for 8 months into the fiscal year. At 2/3 of the year, the expenses are in good shape. If acceptable, a motion: to accept the Financial Report as presented.

VI. CONSENT AGENDA – A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor:

A. **Resolution: Boy Scout-** see the enclosed resolution. Possible motion: to sign the Resolution recognizing Mason Gurtler for his achievement of Eagle Scout.

B. **Marine Resources Committee-** resignation of Michael McKernan. Motion: to accept Michael McKernan's resignation from the Marine Resources Committee and send a letter of appreciation for his years of service.

VII. Public Hearings:

A. **Special Amusement Permit Renewals Little A's 131 Cottage Street.** Enclosed is an email from Chief Willis listing the complaints to the PD this past year. Possible motion: to approve (not approve) Little A's application for a Class 3ad Special Amusement Permit as advertised.

VIII. Regular Business

A. **Kids Corner-** Lori Krupke will provide a review of last year's activities at the day care center. Enclosed is the lease agreement which expires next year and a brochure from the center.

B. **Council Goals Update-** Enclosed is that status of the Council Goals. No action required.
C. **Treasurer's Warrant** – A possible motion: to sign the Treasurer's Warrants for paid bills.

Minutes

Bar Harbor Town Council

March 1, 2016

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

A. **Excused Absence(s)** –All were present.

II. **PUBLIC COMMENT PERIOD** – *The Town Council allows at this time up to fifteen minutes of public comment on any subject not on the agenda and not in litigation with a maximum of three minutes per person.* – There were no comments this evening.

III. **APPROVAL OF MINUTES** – ***February 16, 2016 Regular Meeting*** – Ms. Greenlee, with second by Mr. St. Germain, moved to approve the minutes of February 16, 2016 as presented. Motion passed 7-0.

IV. **ADOPTION OF AGENDA** – Mr. St. Germain, with second by Mr. Stivers, moved to adopt the agenda as presented. Motion passed 7-0.

V. **CONSENT AGENDA** – *A single vote has been scheduled to approve the following routine items of business without discussion, unless individual agenda item action is requested by a Councilor*:

A. **July Fourth** – *Possible adoption of a motion* to authorize the Bar Harbor Chamber of Commerce to hold a parade and fireworks on July Fourth, as outlined in their request, and thank them for their continued willingness to organize these events.

B. **Parks & Recreation Committee Resignation** – *Possible motion* to accept the resignation of Alan Mogridge and send him a letter of thanks and wish him well.

Mr. St. Germain, with second by Ms. Greenlee, moved to approve the consent agenda as published. Motion passed 7-0.

VI. **PUBLIC HEARINGS:**

A. **Land Use Ordinance Amendment for June 2016** – *Public comment and possible signing of the Orders placing the following amendments on the annual town meeting warrant for June 14, 2016.* – Chair Paradis reviewed the public hearing policy including allotting each person a limited 3 minute opportunity to speak; following everyone that chance, a second opportunity would be allowed, if necessary. Public Hearing opened at 7:03 p.m. Planning Director Bob Osborne introduced each article with public comment following each article.

Downtown Village District(s)

Article 2 *(formerly draft a) LUO: to add farmers market* – Patricia Samuel and Dessa Dancy both spoke in favor.

Article 3 *(formerly draft b) LUO: to add one and two family dwellings*

Article 4 *(formerly draft c) LUO: to add auto sales lot and auto repair garage*

Article 5 *(formerly draft d) LUO: to add home occupation*

Article 6 *(formerly draft e) LUO: to add retirement community*

Signs, Lighting and Design Review Board

Article 7 *(formerly draft aa) LUO: illuminated sign standards*

Article 8 *(formerly draft bb) LUO: Design Review Board sign review authority*

Article 9 *(formerly draft cc) LUO: Design Review Board overlay district*

Article 10 *(formerly draft dd) LUO: move certain sign regulations*

Article 11 *(formerly draft ee) LUO: allowable sign area*

There were no further public comments following article 2. Public hearing was closed at 7:24 p.m. Councilors Greenlee and Paradis thanked the Planning Director Bob Osborne for shepherding through the amendments, and the Design Review Board and Planning Board for their work.

Ms. Greenlee, with second by Mr. Barker, moved to sign the Council Orders placing the proposed ten Land Use Ordinance Amendments on the June 14, 2016 annual town meeting ballot. Motion passed 7-0.

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

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

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

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

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

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

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

CHAPTER 125 LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21 Downtown Village I.

C. Allowed uses:

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

§ 125-21.1 Downtown Village II.

C. Allowed uses.

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

§ 125-21.2 Downtown Village Transitional.
C. Allowed uses.
(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail; public information; municipal uses; galleries; services; professional office buildings; vacation rentals; bed-and-breakfast I, II and III; single- and two-family residential; family child-care; food-processing establishments; laundry and dry cleaning; artist studio; farmers market.

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

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

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

Article 3 - LAND USE ORDINANCE AMENDMENT: Downtown Village II District – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to add single-family dwelling use and two-family dwelling use to the Downtown Village II District" be enacted?

Downtown Village II District

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

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

[Please Note: Old language is ~~stricken~~. New language is <u>underlined</u>.]

Chapter 125 LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21.1 Downtown Village II.

C. Allowed uses.

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

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

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

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

Article 4 - LAND USE ORDINANCE AMENDMENT: Downtown Village I District, Downtown Village II District and Downtown Village Transitional District – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to add automobile sales lot and automobile repair garage to the Downtown Village I District, Downtown Village II District and Downtown Village Transitional District" be enacted?

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

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

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

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

Chapter 125 LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21 Downtown Village I.

C. Allowed uses.

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

§ 125-21.1 Downtown Village II.

C. Allowed uses.

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

§ 125-21.2 Downtown Village Transitional.
C. Allowed uses.
(2) Uses allowed by site plan review: multifamily dwelling I and II; all other types of child-care facilities; medical clinics; automobile sales lot; automobile repair garage.

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

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

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

Article 5 - LAND USE ORDINANCE AMENDMENT: Downtown Village I District, Downtown Village II District and Downtown Village Transitional District – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to add home occupation use to the Downtown Village I District, Downtown Village II District and Downtown Village Transitional District" be enacted?

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

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

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

[Please Note: Old language is ~~stricken~~. New language is <u>underlined</u>.]

Chapter 125 LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21 Downtown Village I.

C. Allowed uses:

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

§ 125-21.1 Downtown Village II.

C. Allowed uses.

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

§ 125-21.2 Downtown Village Transitional.
C. Allowed uses.
(1) Uses allowed by a building permit or a change of use permit with the Code Enforcement Officer: all retail; public information; municipal uses; galleries; services; professional office buildings; vacation rentals; bed-and-breakfast I, II and III; single- and two-

family residential; family child-care; food-processing establishments; laundry and dry cleaning; artist studio; home occupation.

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

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

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

Article 6 - LAND USE ORDINANCE AMENDMENT: Downtown Village I District, Downtown Village II District and Downtown Village Transitional District – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to add retirement community use to the Downtown Village I District, Downtown Village II District and Downtown Village Transitional District" be enacted?

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

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

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

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

CHAPTER 125 LAND USE ORDINANCE

ARTICLE III Land Use Activities and Standards

§ 125-21 Downtown Village I.

C. Allowed uses.

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

§ 125-21.1 Downtown Village II.

C. Allowed uses.

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

§ 125-21.2 Downtown Village Transitional.
C. Allowed uses.
(2) Uses allowed by site plan review: multifamily dwelling I and II; all other types of child-care facilities; medical clinics; retirement community.

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

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

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

Article 7 - LAND USE ORDINANCE AMENDMENT: Definitions - General Review Standards, Light and glare and Signs and advertising – Shall an Ordinance dated December 2, 2015 and entitled "Amendments to add terms and definitions for categories of internally illuminated signs, amendments to clarify lighting requirements for signs and amendments to prohibit certain types of internally illuminated signs" be enacted?

125-109 Definitions

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

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

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

Chapter 125 LAND USE ORDINANCE

ARTICLE XII Construction and Definitions

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

SIGN, INTERNALLY ILLUMINATED - A sign with a light source incorporated into the body of the sign and where light emanates through, or from, the message of the sign; there are four types as follows:
TYPE 1; CABINET WITH TRANSLUCENT FACE: An internally illuminated sign with a cabinet style fixture with full or nearly full translucent face(s) and/or sides, through which light from an internal source passes.
TYPE 2; CABINET WITH LIGHT LIMITING FACE: An internally illuminated sign with an opaque surround cabinet style fixture with light limiting translucent face(s), flush translucent sign graphics within an opaque background field, through which light from an internal source passes. This type of sign has two acceptable categories.

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

TYPE 3; CHANNEL LETTER: An internally illuminated sign comprised of three dimensional sign graphic letters and logos, each with its own internal light source, in which the dimensional faces are internally illuminated and affixed to the sign or structure upon which the channel letter are mounted.
TYPE 4; HALO: An internally illuminated sign comprised of dimensional sign graphics, which cast a halo-like glow along the sides of the graphics, or cast light backward onto the face of the sign or structure upon which the graphics are mounted.

125-67Z Light and glare

An amendment to clarify lighting requirements for signs.

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

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

Chapter 125 LAND USE ORDINANCE

ARTICLE V Site Plan Review

§ 125-67 General Review Standards.

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

(4) Additional requirements for commercial and multifamily applications:
(a) Signs and advertising.
[1] All externally illuminated signs shall be lighted by top-mounted lights pointed downward. No sign may be illuminated with fixtures not shielded from upward transmission of light.
[2] Signs may be illuminated internally only by nonflashing lights ~~that contain an opaque background, and this provision applies solely for properties with frontage on Route 3 and Route 102. No internally lit signs are allowed in the Downtown Village District~~. Any lights that flash, pulse, rotate, move, or simulate motion are not permitted.

[3] All ~~lights~~ lighting for externally illuminated signs shall be shielded to ensure that light sources are not directed toward or directly visible to drivers or from neighboring properties.

[4] Lighting of signs is further regulated in 125-67BB Signs and advertising and categories of internally illuminated signs are defined in 125-109 Definitions.

Signs and advertising. Prohibitions

An amendment to prohibit certain types of internally illuminated signs.

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

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

CHAPTER 125 LAND USE ORDINANCE

ARTICLE V Site Plan Review

§ 125-67BB Signs and advertising.

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

(3) Prohibitions...

(h) Internally illuminated signs of Type 1; Cabinet with Translucent Face and Type 3; Channel Letter are prohibited in all districts. ~~in the downtown village districts and historic districts are prohibited~~.

(i) Internally illuminated signs of Type 2B; Cabinet with Light Limiting Face: 30% (or less) translucent face/ 70% (or greater) opaque background field are prohibited in all districts except for lots with frontage on Route 102 or Route 3.

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

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

The Design Review Board crafted language to make changes to Signs and advertising - Prohibitions regulations found in 125-67BB. The language utilizes the proposed definitions for types of internally illuminated signs. The language is intended to direct sign makers and installers toward the types of internally illuminated signs that make no glare

but are easily read both day and night. The proposed amendment would allow the preferred internally illuminated signs in the Downtown Districts where they are currently prohibited. The proposed amendment would prohibit internally illuminated signs with translucent faces that do not mitigate glare town wide. The proposed amendment would prohibit internally illuminated "channel letter signs that do not mitigate glare townwide. (The amendment would not prohibit certain internally illuminated cabinet lights that have either light limiting faces (Type 2A) or halo light signs (Type 4) which outline opaque letters on the sign with a "halo of light").

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

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

Article 8 - LAND USE ORDINANCE AMENDMENT: General Review Standards, Signs and advertising. – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to clarify Design Review Board sign review authority" be enacted?

125-67BB Signs and advertising

An amendment to clarify Design Review Board sign review authority.

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

[Please Note: Old language is ~~stricken~~. New language is <u>underlined</u>.]

Chapter 125 LAND USE ORDINANCE

ARTICLE V Site Plan Review

§ 125-67BB Signs and advertising.

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

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

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

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

[a] Village Historic.

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

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

[d] Downtown Village I and II Districts.

[e] Educational Institutional.

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

[g] Marine Research.

[h] Scientific Research.

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

[j] Town Hill Business.

[k]Town Hill Residential Corridor.

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

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

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

Article 9 - LAND USE ORDINANCE AMENDMENT: Design Review Board – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to clarify the boundaries of the Design Review overlay district" be enacted?

Design Review

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

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

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

Chapter 125 LAND USE ORDINANCE

ARTICLE XIII Design Review

§ 125-112 Applicability of design review.

A. Design Review Overlay Districts.

(1) The provisions of this article shall apply only within the geographic limits of the following Design Review Overlay District, hereinafter called the "district."

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

(3) The District also includes the districts and area included in the Sign Ordinance, § 125-67BB.

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

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

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

Article 10 - LAND USE ORDINANCE AMENDMENT: Design Review / Signs and advertising – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to move certain signage regulations from the Design Review section to the Signs and advertising section" be enacted?

Design Review & Signs and advertising

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

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

[Please Note: Old language is ~~stricken~~. New language is <u>underlined</u>.]

Chapter 125 LAND USE ORDINANCE

ARTICLE XIII Design Review and Article V Site Plan Review

§ 125-112 Applicability of design review.

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

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

(a) Exterior building facade paint color selected from the Design Review Board approved color chart(s). The color chart(s) can be obtained from the Planning Department and may be updated from time to time pursuant to Design Review Board approval. Colors not listed on the color chart(s) require a certificate of appropriateness from the Design Review Board.

(b) ~~Replacement of one conforming wall-mounted, hanging, or window sign, provided that the replacement sign is equal to or less than the square footage of the existing conforming sign it will replace. The sign may be altered in any code-compliant manner, except that it may not be relocated or enlarged.~~ <u>Deleted. NOTE: Moved to 125-67-BB</u>

(c) ~~A tenant occupying a space with a Design Review Board approved tenant signage plan may replace signage at any time, provided that the new signage will comply with the approved tenant signage plan for the building.~~ <u>Deleted. NOTE: Moved to 125-67-BB</u>

(d) ~~Installation of one twenty-four-inch-by-thirty-six-inch sandwich board sign, provided it is not located in a public way and is taken inside at the close of business each night.~~ <u>Deleted. NOTE: Moved to 125-67-BB</u>

(e) Installation of <u>roof-mounted</u> solar <u>collection</u> ~~photovoltaic~~ panels and appurtenant equipment.

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

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

§ 125-67BB Signs and advertising.

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

certificate of appropriateness pursuant to Article XIII, Design Review, are subject to additional requirements set forth in the standards of Article XIII...

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

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

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

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

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

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

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

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

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

Article 11 - LAND USE ORDINANCE AMENDMENT: Signs and advertising – Shall an Ordinance dated December 2, 2015 and entitled "An amendment to clarify the allowable sign area of regulated signs" be enacted?

Signs and advertising.

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

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

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

Chapter 125 LAND USE ORDINANCE

ARTICLE V Site Plan Review

§ 125-67BB Signs and advertising.

BB. Signs and advertising. All site plans shall demonstrate that all signs related to the proposed development will comply with the following standards, to which all signs located

within the Town of Bar Harbor are subject, regardless of the need for site plan approval. In addition, activities located within the Design Review Overlay District that require a certificate of appropriateness pursuant to Article XIII, Design Review, are subject to additional requirements set forth in the standards of Article XIII.

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

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

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

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

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

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

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

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

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

(5) General requirements for all signs.

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

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

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

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

VII. REGULAR BUSINESS:

A. **MDI Skatepark** – *Update and possible approval of the design.* – MDI Skatepark executives Karen Svenson and Katie Churchill were present to answer questions. The design was broken down in phases and costs. They have funds to begin the first phase, a little short in the contingency fund at this time. The plan is to break ground this spring. It was reported that the Parks and Recreation Committee met and review the design proposal and recommend it. They were pleased to announce they received five bids from local contractors for the fill. Councilor Paradis reminded them they may have to return for a new MOU if additional phases follow because the current one expires in November.

Mr. Friedmann, with second by Mr. St. Germain, moved to approve the design of the skatepark as presented by the MDI Skatepark Association dated February 24, 2016. Motion passed 7-0.

B. **Mutual Aid Agreement** – *Possible motion to authorize the Fire Chief to sign the automatic mutual aid agreement between Bar Harbor Fire Department and Northeast Harbor Ambulance Service.* – Following a brief explanation from Fire Chief Matt Bartlett, Mr. Friedmann, with second by Mr. St. Germain, moved to approve the Agreement for Mutual Aid with the Northeast Harbor Ambulance Service dated March 1, 2016. Motion passed 7-0.

C. **Pay as You Throw** – *Update.* – Public Works Director Chip Reeves provided a projected costs and savings with assumptions used by WasteZero and actual data from the Town's solid waste and recycling numbers from FY15. Councilor Friedmann, who proposed a six month trial period starting November 1st, also provided a spreadsheet with costs and savings. The estimates excluded startup costs which are unknown. Following Council's exchange of comments, the floor was opened for public comments:

Erikson Smith, who serves on the Conservation Commission, favors PAYT and outlined his support. He further provided information that will be reported to the Conservation Commission at their next meeting. He suggested Elliot, Maine would be a good resource, they did a six months trial and showed a savings in the first four months of $9,000. After two years, they now combine PAYT with municipal composing for additional savings. US EPA describes residential PAYT first and most single effective way to reduce waste and reduce greenhouse gas emissions.

Matt Hochman was not opposed to PAYT, but from his experience working on the broadband project, he thought there were too many unknowns at this time to make an informed decision.

Burt Wartell spoke neither for or against. He touched on it's not just financial incentive as to recycling but what packaging is used when purchasing.

Martha Searchfield stressed education is a large component of PAYT program and it would be a huge undertaking. She suggested forming an educational committee that would include schools, YMCA, and other large organizations.

James Perkins commented, "it's really expensive to buy a new planet. A little more *can* do – do the right thing."

Karen Svenson stated more public input and comments will be a form of education. She urged an open forum before a trial period. She mentioned that she balked at first, but she's now glad that she does her part in recycling.

Further discussion ensued by Council. Following several attempts to craft a motion; Mr. Friedmann, with second by Mr. Barker, moved to direct staff to develop an on the ground plan with estimate budget neutral cost to institute a trial program, a timeframe to institute a trial with provision for comments from the public upon staffs return to Council April 19th and before Council takes final action. Motion passed 7-0.

D. **Treasurer's Warrant** – *Request of Treasurer to authorize paid bills.* – Mr. Stivers, with second by Mr. St. Germain, moved to sign the Treasurer's warrant for paid bills. Motion passed 7-0.

VIII. **TOWN MANAGER'S COMMENTS** – Mr. Knight announced the date, time, and place for both the Republican and Democratic caucuses, and urged voters to register prior to the date.

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

Ms. Greenlee expressed thanks to Alan Mogridge and wished him well in his steady recovery.

Mr. Paradis announced Betty Liscomb, who served as election clerk, lost her battle to cancer Saturday. She will be missed. He asked that we keep her husband, Peter, in our thoughts and prayers.

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

XI. **ADJOURNMENT** – Mr. St. Germain, with second by Ms. Greenlee, moved to adjourn at 9:33 p.m. Motion passed 7-0.

_____

Patricia A. Gray, Town Clerk

IV

Memo

To: Town Councilors; [redacted]

From: Stan Harmon, Finance Director

CC: Department Heads

Date: 3/10/2016

Re: Fiscal Year 2016 – February 29, 2016 – 8 Months Results

General Fund

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

Expenditures (67% goal)

The February summary statements show 66% spent versus 68% of the budget spent last year. 64.5% of the $3.6 million in budgeted municipal *wages* are spent year-to-date compared to 63.7% in February 2015. The only obvious overspending at this point will be hydrant rentals due to the higher increase than anticipated in last year's budget. Highway has spent $85,000 *less* at this point this year versus last year to date.

Non-Property Tax Revenues (67% goal)

68% of the budget for non-property tax revenues is now collected versus the 64% at this point last year. Vehicle Excise is up 11% over last year ($60,000) and should exceed the budget as the revenue pace picked up a bit in February. Harbor docking fees has made its budget. Recycling income is down $15,000 from last year and Ambulance revenues are off by $35,000 from last year and will likely not reach its FY16 targeted budget. Overall, the additional Vehicle Excise will likely offset shortfalls in most other revenue lines.

Ambulance Revenues *-lower volume this year; primarily with less Bangor runs*

FY 2016	8 Months YTD Runs Billed	567	Ave. Gross Billing (per run)	$607
FY 2015	8 Months YTD Runs Billed	603	Avg. Gross Billing (per run)	$646
FY 2014	8 Months YTD Runs Billed	668	Avg. Gross Billing (per run)	$621
FY 2016	8 Months YTD Runs billed	567	Net Collections (per run)	$381
FY 2015	8 Months YTD Runs billed	603	Net Collections (per run)	$414
FY 2014	8 Months YTD Runs billed	668	Net Collections (per run)	$397

	2/29/2016	2/28/2015
Ambulance Accounts Receivable	$162,098	$159,751

Excise-Motor Vehicle Revenues- *total revenue data shows we are up 11% over last year, reflecting a national trend of motor vehicle replacements in numbers and pricing.*

FY 2016	8 Months YTD	3073 units	$622,046	=$202 / per vehicle
FY 2015	8 Months YTD	2982 units	$560,221	=$188 / per vehicle
FY 2014	8 Months YTD	3046 units	$572,356	=$188 / per vehicle
FY 2013	8 Months YTD	3226 units	$551,457	=$170 / per vehicle

Building Permitting Revenue- *permit count is up 12% over last year*

FY 2016	8 Months YTD	185 permits	$54,542	=$295 / permit
FY 2015	8 Months YTD	165 permits	$45,882	=$278 / permit
FY 2014	8 Months YTD	177 permits	$153,185	=$865 / permit
FY 2013	8 Months YTD	174 permits	$57,258	=$330 / permit

FY '16 Previously Authorized Council Budget Adjustments or Transfers:

Contingency Fund Activity for FY '16:

Beginning Balance	(Town Meeting Approval)	$53,366
	Minutes-Town Council Mins 10/20/15-Backyard Study	-$10,000
Ending Balance	@ 2/29/16 (available #1036-5906)	$43,366

General Fund Transfers:

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

Capital Improvement Transfers/Adjustments:

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

Cruise Ship Fund Transfers:

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

Property Tax Collection & Receivable Update:

Outstanding current year's taxes at the end of February, as a percent of total uncollected, increased from 36.6% outstanding in 2015 to 37.7% this year, due partly to elimination of the

2nd half discount in FY16. Taxes are due Thursday March 31st.

Tax Year	Property Taxes Outstanding Balance	@ 2/29/16 %	@ 2/28/15 Balance	%
2006-07	$ 1,274	0.1%	$ 3,908	0.1%
2008	$ 1,643	0.1%	$ 6,788	0.1%
2009	$ 4,728	0.1%	$ 10,280	0.1%
2010	$ 5,248	0.1%	$ 17,320	0.1%
2011	$ 6,603	0.1%	$ 27,415	0.2%
2012	$ 6,398	0.1%	$ 28,002	0.2%
2013	$ 5,166	0.1%	$ 231,202	1.7%
2014	$ 197,069	1.3%	$ 5,432,048	36.6%
2015	$ 5,865,151	37.6%		

Cash Investment and Status Report / Banking

On February 29th, the Town had $12,680,000 on hand in all funds—approximately $650,000 less monies available as last year's total balances at this same time period due to the drawdown of bond monies. Checking interest rates are at .33% vs. the same .33% last year.

Wastewater Division Fund

Financials (67% - 8 month Benchmark)

Spending shows the following:	**Annual Budget**	**Feb YTD Actual**	**% Spent**
Oper & Maint-FY2016-this year	*$1,330,551*	*$766,412*	*58%*
Oper & Maint-FY2015-last year	*$1,335,225*	*$756,135*	*57%*

	2/29/2016	**2/28/2015**
Accounts Receivable-Wastewater	$99,807	$127,005

Water Division Fund

Financials (67%-8 month Benchmark)

Spending shows the following:	**Annual Budget**	**Feb YTD Actual**	**% Spent**
Oper & Maint-FY2016-this year	*$1,053,291*	*$572,517*	*55%*
Oper & Maint-FY2015-last year	*$1,051,000*	*$654,306*	*62%*

	2/29/2016	**2/28/2015**
Accounts Receivable-Water	$35,578	$44,103

The annual Water PUC report has been filed. This extensive report reflects the 2015 operations and financial results on a calendar basis of the water Division and includes much data. It is available *on line* under the Water Division of the Public Works Department.

Technology

In the February report from Steve, he worked on the anticipated April MUNIS finance server upgrade, continued the planning/discussion of the records system transition to the *Spillman*

system with the Police Chief and staff, perform an Arbitrator PD server software upgrade, recovered a loss of video from an Arbitrator failure, move backups for *Crimestar* and Ticket Manager to a new server, replaced/repair camera at the pier, build a new network profile for a new Fire employee, diagnose cell phone VPN issues at Public Works, build a new VPN access for the WW *Laserfiche* server, speed up deployment of a new NAS box (data storage) due to a crash and downtime of older NAS box, program switches and routes for new radio VLAN at Main St. Pump station, build new PC for the finance counter and configure printer, annual fire inspections for the server room, involved in design for re-wiring for the network changes in the Town Office renovation, work on budgeted FormsManager project with CookTech, attend or host various conference calls for CTTF, *Tilson*, broadband, *Fairpoint*, public outreach, Warrant and Council budget meetings in budget reviews.

Assessing

Justin has hired his new assistant, Deanne Cray. February was focused on the review of applicants and subsequent interviews. Deanne has banking and some real estate background along with public administration education at UMaine. Training on the personal property forms will likely be the first challenge for Deanne and Ellsworth's Assistant (who helped the Town out before) is anticipated to help us out this time. Ellsworth has the same assessing software so we expect a good learning curve. Justin also spent time on getting caught up on the GIS backlog and believes that the website map data should be updated in March.

Cruise Ship Fund

Expenses-Direct Discretionary Exps:	Budget	Actual	%
FY2016	$164,874	$127,689	69%

Revenue activity so far – 8 months:	Budget	Actual	%
FY2016	$605,735	$533,481	88%
FY2015	$632,224	$563,453	89%
FY2014	$656,933	$600,859	91%

Municipal Building Construction

Projected substantial completion and then a move into the renovated Planning & Code areas is approximately mid-April, but there will be other components still worked on and a small budget transfer estimate is being compiled to cover costs from unanticipated renovation work and construction oversite by the architect.

Town of Bar Harbor

Expenses - Period Ending

2/29/16

09-Mar-16

67% of Year Completed

General Fund	Dept	A FY '16 Annual Adj'd Budget	B FY '16 8 Months Actual	C FY '15 12 Months Actual	D Bud Variance Under (over) Col. A-B	E % Spent of Budget (B/A=E)	FY '14 12 Months Actual
Town Council	10	$ 37,952	$ 22,702	$ 37,388	2,726	59.8%	$ 32,920
Town Manager	12	$ 127,031	$ 77,126	$ 131,270	7,985	60.7%	$ 131,036
Town Clerk	14	$ 140,381	$ 73,842	$ 123,202	20,213	52.6%	$ 119,475
Finance Dept.	16	$ 328,189	$ 222,674	$ 322,362	(2,787)	67.8%	$ 316,215
Town Attorney	18	$ 19,150	$ 7,982	$ 36,982	4,849	41.7%	$ 67,420
Elections	20	$ 12,717	$ 1,663	$ 12,156	6,857	13.1%	$ 10,361
Technology	22	$ 174,287	$ 117,980	$ 147,667	(1,208)	67.7%	$ 121,486
Municipal Building	24	$ 74,825	$ 52,327	$ 96,879	(2,194)	69.9%	$ 80,273
Town Offices	26	$ 33,452	$ 28,109	$ 35,269	(5,696)	84.0%	$ 37,566
Employee Benefits	28	$ 1,376,319	$ 921,243	$ 1,252,271	891	66.9%	$ 1,345,347
Code Enforcement	30	$ 74,851	$ 46,892	$ 91,282	3,258	62.6%	$ 69,142
Assessing Dept.	32	$ 139,128	$ 77,706	$ 116,759	15,510	55.9%	$ 115,497
Planning Dept.	34	$ 156,893	$ 77,530	$ 91,360	27,588	49.4%	$ 118,722
Miscellaneous	36	$ 211,104	$ 176,845	$ 211,723	(35,405)	83.8%	$ 180,505
Ambulance	40	$ 450,258	$ 285,161	$ 404,660	16,512	63.3%	$ 391,936
Fire Department	42	$ 357,964	$ 227,599	$ 327,018	12,237	63.6%	$ 316,107
Hydrant Rentals	42	$ 523,710	$ 386,635	$ 480,468	(35,749)	73.8%	$ 480,468
Police Dept.	45	$ 1,030,871	$ 695,738	$ 983,866	(5,054)	67.5%	$ 919,922
Dispatch Division	47	$ 211,054	$ 143,894	$ 204,277	(2,488)	68.2%	$ 201,945
Public Safety Bldg.	49	$ 38,916	$ 25,745	$ 42,602	329	66.2%	$ 45,807
Street Lights	51	$ 71,575	$ 44,375	$ 69,069	3,580	62.0%	$ 63,278
Harbor Dept.	53	$ 113,786	$ 71,230	$ 116,162	5,007	62.6%	$ 121,891
Parks & Rec & Gln M	59	$ 235,251	$ 146,038	$ 229,730	11,580	62.1%	$ 228,873
Emrg Mgt & Gen Assis	63/66	$ 1,444	$ 887	$ 1,170	80	61.4%	$ 1,445
Cooperatng Agency	68	$ 42,843	$ 42,843	$ 45,231	(14,138)	100.0%	$ 39,843
Comfort Station	70	$ 93,361	$ 70,876	$ 83,607	(8,324)	75.9%	$ 90,729
Public Works	75	$ 146,122	$ 93,833	$ 144,809	4,069	64.2%	$ 143,623
Highway Dept	77	$ 1,007,992	$ 661,665	$ 1,160,595	13,690	65.6%	$ 1,059,443
Solid Waste	79	$ 655,939	$ 416,800	$ 611,136	22,679	63.5%	$ 601,229
General Fund Totals		$ 7,887,365	$ 5,217,940	$ 7,610,970	$ 66,595	66.2%	$ 7,452,504
payroll periods		26	17	26		65.4%	26

Includes $25,374 in carryover encumbrances from FY2015

General Fund - Revenues

Town of Bar Harbor
YTD Februuary 29, 2016

67% - 8 Months

Department	Budget FY'16 12 Months	Actual FY'16 8 Months	Actual FY'15 12 Months	Bud. Var. Favorable (Unfavorable)	% Rev's Received 67% Goal	Varia Bu C
Town Clerk Fees	$ 28,304	$ 12,368	$ 27,254	(6,596)	44%	timing
Finance Department	$ 181,510	$ 94,046	$ 200,066	(27,566)	52%	timing
Municipal Building	$ 30,000	$ 23,095	$ 33,416	2,995	77%	
Code Enforcement Permits	$ 160,358	$ 90,830	$ 187,533	(16,610)	57%	lower trend
Planning Fees	$ 20,694	$ 3,543	$ 10,209	(10,322)	17%	lower trend
Ambulance/Fire Fees	$ 396,100	$ 216,895	$ 351,052	(48,492)	55%	lower trend
Police Department	$ 69,841	$ 62,126	$ 77,679	15,333	89%	seasonal
Harbor Department	$ 49,203	$ 53,583	$ 54,351	20,617	109%	higher - m
Parks & Recreation	$ 600	$ 450	$ 950	48	75%	
Highway Division	$ 9,953	$ 11,433	$ 10,451	4,764	115%	higher - m
Solid Waste-Recycling	$ 86,338	$ 39,577	$ 64,434	(18,269)	46%	lower trend
Departmental	**$ 1,032,901**	**$ 607,946**	**$ 1,017,395**	(84,098)	**59%**	
P.I.L.O.T.'s	$ 126,306	$ 129,187	$ 129,401	44,562	102%	timing - all
Interest Income	$ 20,350	$ 18,104	$ 25,330	4,470	89%	timing
Misc, Cable Franch., other	$ 122,992	$ 119,816	$ 126,205	37,411	97%	timing
Excise & Other Taxes	$ 986,441	$ 655,807	$ 1,013,463	(5,108)	66%	On target
Intergovernmental	$ 218,504	$ 165,883	$ 209,123	19,485	76%	timing/on t
Revenues-Subtotal	**$ 2,507,494**	**$ 1,696,743**	**$ 2,520,917**	16,722	**68%**	
Property Taxes	$ 15,588,096	$ 15,602,181	$ 14,957,966	14,085	100%	
Transfers In-CS & Other Funds	$ 264,817	$ -	$ 268,907	-	0%	
Fund Balance Used	$ 110,000	$ -	$ 412,639		0%	
				-		
Grand Total-General Fund	**$ 18,470,407**	**$ 17,298,924**	**$ 18,160,429**		93.7%	
				-		
Wastewater Revenues	$ 2,212,776	$ 1,396,848	$ 2,099,773		63%	2 Qtrs Bill
Water Revenues	$ 1,930,105	$ 1,372,147	$ 1,981,903		71%	3 Qtrs Bill
CIP Fund Rev's/Transfers	$ 2,569,177	$ 1,408,554	$ 4,589,867		55%	
Cruise Ship Fund Rev's	$ 605,735	$ 533,481	$ 631,589		88%	

TOWN OF BAR HARBOR
CASH / INVESTMENT STATUS @ February 29, 2016

Note	Bank	Acct. No.	Purchase	Maturity	Interest Rate	Amount
****CHECKING ACCOUNTS**						
GENERAL	BHBT	77548521	**GL #10-1140**		0.33%	$ 421,000
SEWER	MACHIAS SB	8100333860 / 930	**GL #10-1135**		0.10%	$ 171,000
SEWER	BHBT	77548513	**GL #35-1140**		0.33%	$ 75,000
WATER	BHBT	77548556	**GL #40-1140**		0.33%	$ 305,000
	Total Checking Accounts					**$ 972,000**
GENERAL	BHBT	ICS - CDARS	FDIC custodial bank deposits	**GL #10-1130**	0.55%	**$ 3,075,000**
GENERAL	The 1st		collaterized securities	**GL #10-1145**	0.75%	**$ 1,150,000**
GENERAL	The 1st		collaterized securities	**GL #10-1146**	0.45%	**$ 1,006,000**
SEWER	BHBT-	ICS - CDARS	FDIC custodial bank deposits	**GL #35-1130**	0.55%	**$ 1,551,000**
WATER	BHBT-bond $	ICS - CDARS	FDIC custodial bank deposits	**GL #40-1130**	0.55%	**$ 1,805,000**
****CERTIFICATES OF DEPOSIT: money market**						
Gen Fnd	The First	14 months	27-Nov-14	27-Jan-16	0.25%	$ 86,014
Gen Fnd	BHS&L	18 Months	27-Dec-14	27-Jun-16	0.70%	$ 110,995
Gen Fnd	BHS&L	12 months	04-Dec-15	03-Dec-16	0.65%	$ 112,176
Gen Fnd	MSB	12 Months	25-Oct-15	25-Oct-16	0.27%	$ 112,303
Gen Fnd	MSB	1 Year-CDARS	17-Jan-16	17-Jan-17	0.27%	$ 240,333
Gen Fnd	UTC-Camden	12 Month CD	11-Aug-15	11-Aug-16	0.15%	$ 107,132
Gen Fnd	UTC-Camden	12 Month CD	10-Feb-15	10-Feb-16	0.15%	$ 106,744
Gen Fnd	UTC-Camden	1 Year-CDARS	02-Oct-15	02-Apr-16	0.10%	$ 236,361
#10-1160		Total Certificates of Deposit				**$ 1,112,058**
CIP Reserves: Bar Harbor Banking & Trust - Trust Department						
GENERAL	COMB-combined funds		Money Mkt Funds Sweep		0.10%	$ 164,880
	Chesapeake Energy		Bond - S&P BBB-	3/15/2016	3.25%	$ 47,875
	Microsoft Corp		Bond - AAA	03-Nov-18	1.30%	$ 99,822
	Statoil ASA		Bond - AA	15-May-18	1.15%	$ 98,355
	Federal Farm Cr Bank		Bond - AA+	11/27/2017	0.88%	$ 99,301
	Fed Natl Mtg Assoc		Bond - AAA	2/19/2019	0.88%	$ 247,658
	Fed Home Loan Mtg Corp		Bond - AAA	1/4/2018	0.00%	$ 267,333
	Mortgage Stanley		Bond - A-	2/25/2016	1.75%	$ 100,116
	Toronto Dominion Bank		Bond - AA-	5/2/2017	1.13%	$ 99,677
	Nippon Teleg & Tel Corp.		Bond - AA-	7/18/2017	1.41%	$ 99,621
	US Treasury Note		Note	9/30/2017	0.63%	$ 248,272
	US Treasury Note		Note	10/15/2018	0.88%	$ 197,796
	Vanguard Scottdale FDS		Mutual Funds		2.00%	$ 236,970
#10-1170	Total In Trust Fund					**$ 2,007,676**
	TOTALS: All CASH & INVESTMENTS					**$ 12,678,734**

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

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

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

Town Bond Rating:	Affirmed	August '15	Aa2	Moody's
	Affirmed	August '15	AAA	S & P's
State of Maine Bond Rating:		May '12	AA	S & P's
State of Maine Bond Rating:		June '14	Aa2	Moody's
State of Maine Bond Rating:		Jan '13	AA	Fitch
Hancock County Rating		Jan '11	Aa2	Moody's
Hancock County Rating		Jan '11	AA	S & P's
U.S. Government Rating		August '11	AA	S & P's

VI a

Resolution
Of the
Bar Harbor Town Council

Whereas, Mason Alan Gurtler of the American Legion George Edwin Kirk Post 25's Boy Scout Troop 89 has, for the last 10 years, been working long and hard to achieve the rank of Eagle Scout an achievement accomplished by only 4 out of every 100 boys who enter Scouting, and

Whereas, Mason Alan Gurtler began his Scouting career at age six as a Tiger Cub Scout in Cub Scout Pack 89, achieved the ranks of Bobcat, Wolf, Bear and Webelos before earning Cub Scout's highest honor; the Arrow of Light, and

Whereas, Mason Alan Gurtler entered Boy Scout Troop 89 in 2010, achieved all the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life, Eagle and twenty-three merit badges, and

Whereas, Mason Alan Gurtler has exhibited remarkable leadership skills by holding the offices of Assistant Patrol Leader, Patrol Leader, Assistant Senior Patrol Leader, and Senior Patrol Leader, and

Whereas, Mason Alan Gurtler represented the State of Maine as a member of the 2013 Boy Scout National Jamboree Contingent, and

Whereas, Mason Alan Gurtler has given outstanding service to his community through over 300 hours of volunteer service, built picnic tables for the Jessup Library, the Connors Emerson School, and the Acadian Little League, by organizing his fellow Scouts to raise funds, design and construct a storage facility for the Mount Desert Island High School Theater Department, and

Whereas, Mason Alan Gurtler's Scouting accomplishments have not dissuaded him from becoming a highly regarded member of the Theater Tech Crew at the Mount Desert Island High School, and an active member of the Bar Harbor Congregational Church's Youth Group,

Now therefore, Be It Resolved, that the Bar Harbor Town Council not only applauds his achievement of Boy Scouts of America's highest rank, but also recognizes the exceptional contribution and example that Mason Alan Gurtler has made to his community.

Given under our hands and seal this xxx day of March, 2016.

Municipal Officers of the Town of Bar Harbor

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

J. Clark Stivers

VI b

Patricia Gray

From: Michael McKernan <Michael.Mckernan@jax.org>
Sent: Sunday, March 06, 2016 12:59 PM
To: clerk@barharbormaine.gov
Cc: Megan McOsker; Chris Petersen
Subject: resignation from Bar Harbor Marine Resources Committee

Dear Pat,

I am writing to request the Town Council accept my resignation from the Marine Resources Committee. I no longer have the time to devote to the important work of this committee and my seat on the committee should be made available to someone who does. It has been a pleasure to work with the leadership, Chris Petersen, Megan McOsker, and the others on the committee dedicated to the conservation and oversight of our shellfish resources.

Best regards,

Mike McKernan

The information in this email, including attachments, may be confidential and is intended solely for the addressee(s). If you believe you received this email by mistake, please notify the sender by return email as soon as possible.

VII a

Town of Bar Harbor
Application for Special Amusement Permit

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

Date: 3/1/16 Application Type: ☐ New ☑ Renewal Permit Number: _____

Applicant: Laurie Wellman (Name) Applicant's Address: 25 Shannon Rd, Bar Harbor Me 04609 (Mailing Address)

Business Name: Little A's Business Address: 131 Cottage Street (Physical Address in Bar Harbor)

Type of Business: restaurant (Restaurant, Bar, Nightclub, etc.) Location to be used: 131 Cottage Street (Where on the premises will the amusement take place? Use back of page if necessary.)

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

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

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

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

Without Mechanical Amplification

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

With Mechanical Amplification

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

With Mechanical Amplification and Dancing

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

Other Entertainment or Amusement

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

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

Laurie Wellman
Applicant's Signature

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

Patricia A. Gray, Town Clerk

Revised 04/09/2015

Cornell Knight

From: James Willis <jwillis@mdpolice.org>
Sent: Wednesday, March 09, 2016 5:18 PM
To: Cornell Knight
Subject: Little A's
Attachments: DOC028.PDF

Town Manager Knight,

In response to an inquiry made in preparation for an upcoming Town Council meeting, here is a summary of complaints received by the Bar Harbor Police Department about noise from Little A's from January 2015 through March 2016;

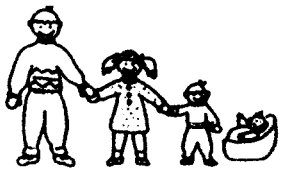
- May 26, 2015 - Noise reported at 9:32 PM, we confirmed it was coming from Little A's - they closed doors and windows
- Jun 30, 2015 - Complaint of noise at 9:06 PM from band playing outside, as we arrived band was moving inside, owner closed windows
- July 14, 2015 - Report of noise at 9:06 - we checked, unsubstantiated
- August 5, 2015 - Daytime report that ongoing noise from Little A's and Mad Hatter at night is an issue. We issued notice to Officers to check on it during shifts to monitor and report findings. (See attached community policing entries)
- August 5, 2015 - 2 separate reports of noise from Little A's at 10:21 PM, Officer responded, Little A's management brought everyone back inside from the back deck where they go to smoke, that was source of noise.
- August 5, 2015 - Report of loud music at 1:04 AM, Officer made contact with Little A's and Mad Hatter, they were closing, unsubstantiated
- August 6, 2015 - Noise complaint about people on back deck of Little' A's at 11:55 PM, none there when we arrived, unsubstantiated
- August 11, 2015 - Noise complaint about drunk individuals on patio or Little A's at 11:19 PM - Officer substantiated a noise complaint/disorderly house (Warning issued)
- November 11, 2015 - Noise complaint about Little A's at 1:03 AM- Officer spoke with manager, music was off on our arrival, unsubstantiated
- December 22, 2015 - report of music and drunks outside on the smoking deck of Little A's at 10:26 PM, bartender turned music down, unsubstantiated complaint
- January 19, 2016 - daytime report of ongoing issues with Little A's and Mad Hatter - intoxicated people and loud noise. Chief and Lt. met with complainant and informed of process for SAP's and that we would let them know when they come up for public comment.
- January 26, 2016 - Complaint that music is louder and usual and there are drunk people on the patio making noise. Officers checked, no similar activity on arrival unsubstantiated

Of the 12 complaints listed above, one person reported 7 of them, another person reported 2, one complainant was anonymous, and the other two were singular reports by different people.

I've attached a printout of our Officers reported observations during their proactive patrols (community policing module).

VIII a

Kids' Corner
Community Childcare
A non-profit organization



207-288-9503
81 Mount Desert Street
Bar Harbor, Maine 04609

March 7, 2016

Dear Council Members,

Here you will find copies of the information that I look forward to sharing with you next Tuesday, March 15, at the Town Meeting.

If you need any additional information from me, please don't hesitate to ask.

See you next week!

Sincerely,

Lori Krupke

Lori Krupke
Executive Director

RECEIVED
MAR 08 2016
Town of Bar Harbor
Manager/Clerk's Office

FAMILY STATISTICS

100% of our families either live or work on MDI

99% of our families live on MDI

99% of our children have at least one Parent working in Bar Harbor

75% of the (12) Kids' Corner Teachers live on Mount Desert Island

Almost 70% of our families have BOTH Parents working in Bar Harbor

KIDS' CORNER SUPPORTS EMPLOYEES FROM THE FOLLOWING:

ACADIA NATIONAL PARK, ACADIA VET, ABBE MUSEUM, CAMDEN NATIONAL BANK, COLLEGE OF THE ATLANTIC, MDI HOSPITAL, THE JACKSON LABORATORIES, MDI HOUSING AUTHORITIES, MDI BIOLABS, FRIENDS OF ACADIA, THE SCHOOL DISTRICT AOS 91 AS WELL AS MULTIPLE SMALL BUSINESSES

OVER 900 CHILDREN HAVE BEEN CARED FOR AT OUR FACILITY DURING OUR HISTORY

We celebrated 25 years of service in 2015 - over 200 people helped us celebrate with an old fashioned carnival open to the entire community

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Capital improvements completed and/ or ongoing last five years:

* **Replacing exterior doors to be more energy efficient**

* **New flooring**

* **Repairing outside trim**

* **Upgrading heating system to be more energy efficient**

* **Renovated the kitchen**

IMPRESSIVE STAFF FACTS:

*Kids' Corner's Director has been at KC for 22 years
*Kids' Corner's Director has been in the position of Director for 17 years, all of which KC has remained fully enrolled with a waiting list
*Almost 1/2 of the Teachers have been teaching at KC for 14+ years (Teacher retention that well surpasses National averages)
* Each Teacher is trained in Heartsaver First Aid and CPR AED
* Every Teacher receives 30+ hours of Professional Training each year in Child Development to assure we are properly supporting our children in this ever changing world

BOARD MEMBERS

EMILY SEGER PAGAN - CO-PRESIDENT
KATE MACKO - CO-PRESIDENT
JODY BROWN - TREASURER
DARCY THROCKMORTON - CLERK

ABBY TADENEV

ALLIE BODGE

BETHANY REECE

CHRISTA STARLING

CHRISTINA HASTINGS

HILARY ORR PHILLIPS

LYNNE STAGGS

NINA EMLEN

LORI KRUPKE - EXECUTIVE DIRECTOR

Would you like to see more of what goes on at our little island child care center?

Follow us on Facebook at: Kids' Corner Community Early Care and Learning Facility

Kid

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CARE AN

KIDS' CORNER'S MARY
FLOAT RECEIVED "MOST
THE FOURTH OF JU
CELEBRATING 25 YEARS

2015-20

RECEIVED
JUN 07 2002
TOWN OF BAR HARBOR
MANAGER/CLERK OFFICE

Lease Agreement
Town of Bar Harbor to [redacted]er, Inc.

THIS LEASE AGREEMENT is made as of the 16th day of April, 2002, 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, 2002, and ending on April 30, 2017.

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, 2002 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.

Beginning Date	*Annual Rent*	*Monthly Rent*
05/01/02	$1,800	$150
05/01/03	$2,100	$175
05/01/04	$2,400	$200
05/01/05	$2,700	$225
05/01/06	$3,000	$250
05/01/07	$3,300	$275
05/01/08	$3,600	$300
05/01/09	$3,900	$325

Beginning Date	*Annual Rent*	*Monthly Rent*
05/01/10	$4,200	$350
05/01/11	$4,500	$375
05/01/12	$4,800	$400
05/01/13	$5,100	$425
05/01/14	$5,400	$450
05/01/15	$5,700	$475
05/01/16	$6,000	$500
---	---	---

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 Higgins Holiday Motel 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 October 17, 1989 and all and any amendments thereto including any amendments dated January 15, 1991 and October 5, 2001

(collectively, 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.

XI. *TERMINATION OPTION*

Either the Town or Kids' Corner may terminate this lease in its entirety at any time during the term hereof provided the party exercising this termination option first provides and delivers to the other party written notice of its election to terminate this lease ("Early Termination Notice"), which Early Termination Notice, shall set forth a date not less than 180 days after the date of delivery of the Termination Notice to the other party (the "Early Termination Date"). In the event of termination by the Town, the Town shall pay to Kids' Corner on the Early Termination Date that sum equal to the product of (1) the cost of any Approved Alteration Costs multiplied by (2) a fraction, the numerator of which is the number of months remaining in the term of this lease at the time of Early Termination Date and the denominator of which is 180 months minus (3) any amount of Rent due and unpaid to the Town as of the Early Termination Date (the "Termination Fee"). Notwithstanding the foregoing, the Town shall be under no obligation to pay any Termination Fee to Kids' Corner in the event Kids' Corner was in material default under this lease at any time during the term hereof. In no event shall the Town be obligated to reimburse Kids' Corner for any costs associated with any alterations or improvements which occurred prior to the effective date of this Lease.

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

Kenneth E. Smith

Matthew R. Horton

Louis Blancato, Jr.

David Bowden

Joseph M. Cough

Valerie E. Scott

Andre Valenti

KIDS' CORNER, INC.

By: _____
Its: Co-President

By: _____
Its: Co-President

STATE OF MAINE
HANCOCK, SS.

April 16, 2002

Personally appeared the above named, ~~Kenneth E. Smi~~th, Matthew R. Horton, Louis Blancato, Jr., David Bowden, Joseph M. Cough, Valerie E. Scott, Andre Valenti, 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: 1/7/2006

EXHIBIT A

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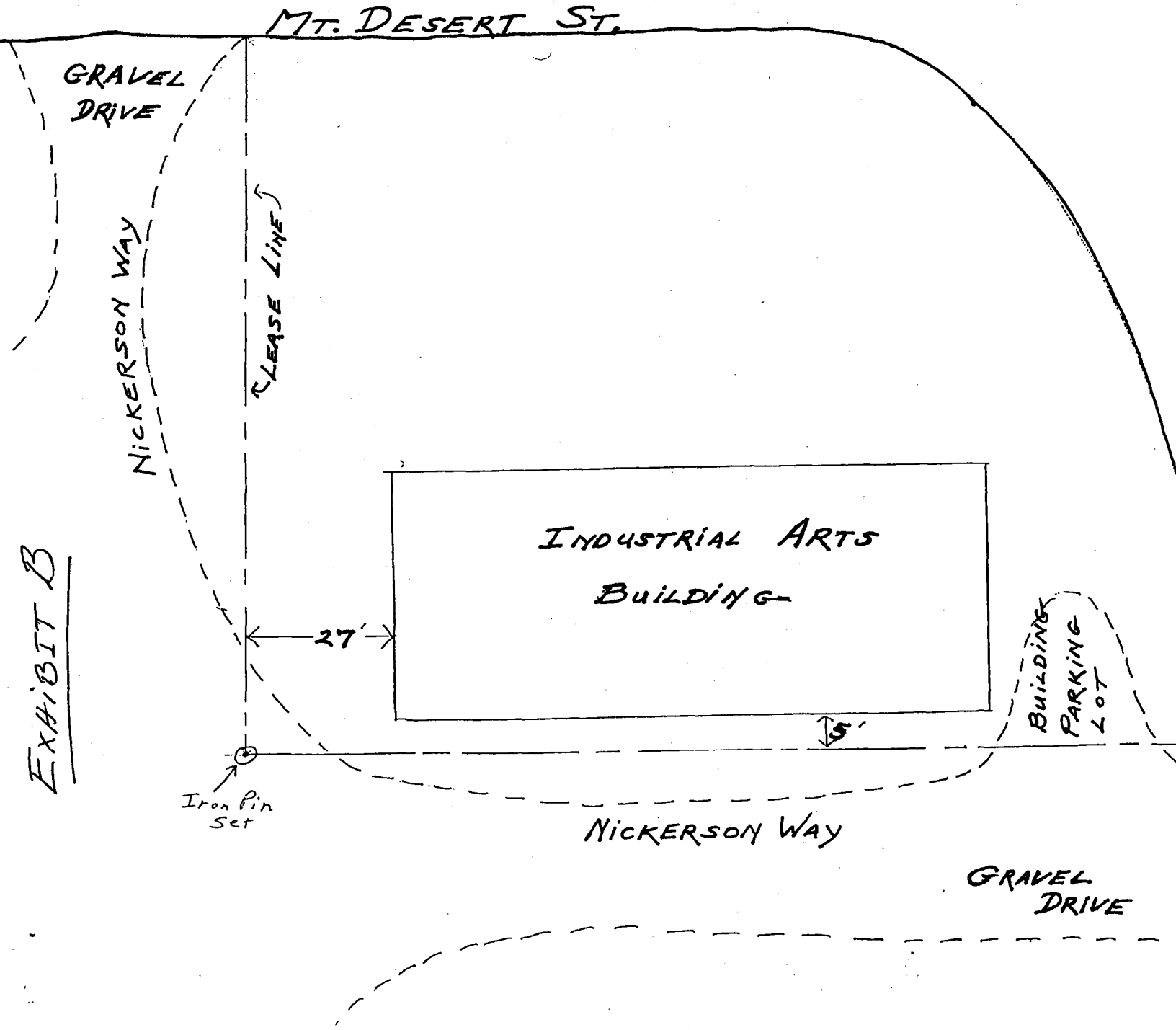
MT. DESERT ST.
GRAVEL DRIVE
NICKERSON WAY
LEASE LINE
INDUSTRIAL ARTS BUILDING
27'
5'
BUILDING PARKING LOT
Iron Pin Set
NICKERSON WAY
GRAVEL DRIVE

EXHIBIT B

Bar Harbor Town Council

Vision

The Bar Harbor Town Council is resolute in its commitment to promoting a sustainable and resilient community. Efficient use of public funds, good governance in accordance with the Town Charter and citizen involvement will ensure ample access to goods, services, housing and education and afford our diverse residents and visitors an outstanding quality of life.

2016 Five Year Goals

~ FY16 through FY21 ~

A. Keep the rate of Property Tax Increases low and Enhance User-based Revenues

1. Work with the manager to draft a Municipal Budget that will keep property tax increases to a minimum, while still considering services that are necessary and appropriate. –

   Cornell: Tax increase is estimated at 2.2% presently.

2. Work to identify opportunities to match potential revenues to incurred expenses to minimize impact on property tax and rate-payers, including payments in lieu of property taxes. –

   Cornell: Town Council is considering a PAYT program.

3. Work with the Finance Director and Assessor to understand possible variances/inequities in property assessment to determine the need for and timing of a revaluation of all properties. –

   Stan: No focus on this yet due to staff shortage. Will wait for the 4/1/16 assessments to be completed in the summer to re-evaluate any trends.

B. Protect the local environment on which much of our economy is based

1. Work with other towns in the region to study in support of solutions to the long-term issue of solid waste management and disposal. –

   Chip: Town Council voted to join the MRC/Fiberight project in 2018.

2. Explore opportunities to significantly reduce reliance on fossil fuels by the town, local businesses and residents through a town or regional "solarize" program that coordinates education, purchasing, installation and financing options. –

   Chip: Solar array on the PW Garage is fully operational.

C. Create effective plans for a Sustainable Future

1. Work toward a simplified, enforceable Land Use Ordinance. –

   Bob: The Town is on track to vote in June on Land Use Ordinance amendments that will create a clearer review process for approvals of signage.

2. Explore, with the HUB of Bar Harbor and the Chamber of Commerce, creation of a downtown development district or tax increment financing to enhance self-financed planning and economic development within the downtown area, including seeing currently vacant commercial lots fully utilized. -

   Bob: HUB held a workshop to explore the fundamentals of Tax Increment Funding and downtown development districts.

D. Improve the Effectiveness and Delivery of Municipal Services

1. Promote and support effectiveness and efficiency of public safety services and other municipal services, including current and new collaborations with other towns. –

   Police Chief Jim Willis:

   a) ***Chief Sharing agreement, mutual aid agreement, patrol zones, common / combined work schedule with MDPD starts 3/27. DHQ software purchase to facilitate communications with our two agencies is complete. Shared supervision underway, common radio frequency in use that works all over MDI. Collaborating with ANP to develop another one that is ours rather and borrowed like current one.***
   b) ***Spillman purchased, training scheduled, go live set for May. We joined with SWHPD, Bucksport PD, enjoyed 20% purchase savings by working together. All f/t LE Agencies in Hancock County will now be on same records management system***
   c) ***Currently swearing in Officers from MD and BH in each others town as part layering authority for mutual aid agreement effectiveness.***
   d) ***Chief is serving as District 7 Rep to Maine Chiefs of Police Association, representing Chiefs in Hancock and Washington County on statewide Board of Directors of MCOPA.***
   e) ***Lt. Kerns is Dist. 7 training council coordinator, coordinates area LE training.***

   Fire Chief Matt Bartlett:

   a) ***The Fire Department has entered into an automatic mutual aid agreement with Northeast Harbor EMS. The goal of the agreement is to improve our response to structure fire, and have the ability to meet EMS request we receive during fires.***
   b) ***Held a live fire training with a building donated by the Jackson Lab. Invited all of the Island and Trenton departments to attend the live fire training. The need to train together helps the cohesiveness of firefighters from the separate communities to work together.***
   c) ***All the Island Departments have our weekly trainings open for any firefighter on the Island, that would like to attend. Again, by training together makes for a much smoother operation when we respond to each other communities.***
   d) ***The Island Chief's meet regularly to discuss issues, and work together on projects that will benefit all of the communities. We are currently working together on a***

training facility for the Island, and for the potential to use the Cadillac Mtn tower. The Island Chiefs are also working with Chief Willis on the Cadillac Mtn. tower.

e) ***The three Island EMS agencies, and MDI Hospital hold quarterly meetings to discuss issues that all the EMS agencies deal with, and help improve the working relationship between EMS agencies and the Hospital.***

f) ***The open house we are hosting here at the FD, will have representation from all of the Island Fire Departments. By inviting anyone interested in being a firefighter on the Island to the open house, we are hoping all the departments on the Island will benefit.***

2. Work through the League of Towns to design professional development opportunities, including encouraging municipal employees to cross-train for appropriate functions and collaborate where appropriate through formal and informal arrangements. – ***No action yet.***

E. Improve Local Infrastructure

1. Continue to actively engage MDOT and our State and Federal delegations to ensure Route 3 reconstruction is completed –

   Chip: DOT is conducting appraisals now and Right of Way negotiations will begin in the summer. Project is scheduled to be bid in the fall.

2. Encourage and assist the Maine Port Authority to acquire the ferry terminal. –

   Bob: Staff met with the Port Authority to discuss lease/purchase status with Marine Atlantic.

3. Sustain and grow cruise ship visitation, within limits set by the Town Council on a yearly basis, to ensure that the income stream from cruise visitation continues to make Maine Port Authority acquisition of the ferry terminal viable. –

   Charlie: The Harbor Department continues to schedule cruise ship visits well into the future. Currently, the 2016 Cruise Ship Schedule is slightly below the 2015 level; however, 2017 has more large ships scheduled at this point in time than 2015. There are reservations for cruise ships scheduled out to 2025.

   Bob: Worked with the Cruise Ship Committee to develop a strategy to make much needed improvements to the Cottage Street Corridor.

4. Seek solutions to on-going parking problems in the summer season.

   Bob: Worked with the Planning Board to identify parking issues in the Land Use Ordinance and to develop goals and solutions to address those issues.

   Council reviewed parking recommendation at March 10th meeting.

5. Adopt a master plan for the transfer station. – ***Pending***

6. Design, fund and rebuild Grant Park. –

   Chip: In April Parks and Recreation Committee will review final design.

7. Explore options for rebuilding Harborview Park. – ***No action.***

8. Respond to opportunities for improved broadband service within downtown and areas of the town not currently served. –

   Stan: Staff and CTTF continue to sponsor ongoing workshops, meetings and public outreach to investigate improved broadband services for the Town, it's taxpayers, businesses and outlying/underserved areas. Successful solutions would be lower costs and higher speeds. This includes potential public /private partnerships with ownership of the dark fiber by the Town another goal that would promote competition by leasing out that infrastructure to ISP's.

9. Study future space needs and options for public safety functions within Bar Harbor, as exploration of collaboration with other towns proceeds –
   Police Chief Jim Willis –
   a) ***BHPD paper records for case files, personnel, admin etc. have all been moved to MDPD to create room at BHPD and centralize our admin assistants work in one place.***
   b) ***Working with Fire Chief to renovate kitchen area, locker room soon.***
   c) ***Talking with Fire Chief about repurposing our holding cell into an office as a way to help us get by while Town finds a way to address our space needs.***
   d) ***Dispatch renovation completed, now have two functional workstations there for busy times.***
   e) ***Will be using former file room to help manage evidence and lost and found workflow.***

   Fire Chief Matt Bartlett:
   a) ***For the Police Department we will be expanding the kitchen and locker room. The plan is to remove one bathroom to expand both the kitchen and locker room.***
   b) ***I have met with Chief Willis to discuss the possible consideration of converting one jail cell to an office. If the cell is converted to an office it would have the potential to process evidence, and give a new Sergeant their own work space. In order to convert it to an office, a window will need to be installed. With Knowles coming back in the spring to do the PCB work, I feel that would be a good time to get the window installed. I will be reviewing the current budget to see if we have the funds available to do the work.***
   c) ***We are hoping the couple of changes will help elevate space concerns that currently exist at the PD. The changes will not solve all of the spaces issues the department is facing, as the PD is still too small for their current operations.***
   d) ***The with the completion of the exterior building work, we have extended the life of the building. The current repairs are designed to last 50 years, but could extend to 75 with preventive maintenance and repairs, as needed.***

10. Study and create a priority list of in-town roads, noting both short-term needs for resurfacing and long-term needs for reconstruction, with appropriate planning, engineering and funding mechanisms. –

Chip: Consolidated Work Plan on hold due to costs. Maintenance mix on several roads this summer.

11. Explore potential for and promote construction of additional bike lanes and other amenities for cyclists in the downtown area, and along roadways/routes leading into town, especially when roads are reconstructed, and when collaboration is possible with Acadia National Park and Maine Department of Transportation. –

    Chip: An engineering estimate to design Crooked Road bike path is $32,000.

F. Improve the Effectiveness and Efficiency of our Town Governance and encourage citizen involvement

1. Study appropriate electronic voting technology to improve efficiency and accuracy of tabulating votes at annual open Town Meeting. –

   Pat: There are few choices out there. The last information was an estimate of $2000 to $3000 per election; and written ballots must be paper in accordance with 30-A so whatever electronic system chosen there would have to be two systems: electronic and manual.

2. Improve communications with tax-payers and residents, in part, through periodic council meetings held in the various villages of the town, preceded by opportunities for "conversations", facilitated by a neutral moderator, that will help council members better understand the needs and hopes of residents and residents to understand the roles and responsibilities of the council. –

   Pat: In 2006 and 2007, Council did neighborhood meetings without a facilitator in Hulls Cove in the spring, Town Hill late September, and Salisbury Cove late October. Winter was not practical for locations due accessibility, and cost of fuel to heat the halls. If Council wishes to move forward, we can schedule a regular meeting at each location or special meetings. In the past, postcards were mailed out to residents of the village area inviting them and requesting topics of interest for the agenda.

3. Work with town boards and committees to design workshops to increase citizen participation in town government. –

   Pat: No discussions.

   Maine Municipal Association is holding an Elected Officials Workshop in Bar Harbor next month.

HISTORY

10-28-14	Results of Goal Setting workshop
11-18-14	Goals adopted by Council
12-2-14	Council amended E.7. to include Grant Park
3-17-15	Staff's update status
7-21-15	Staff's update status
10-29-15	Results of Goal Setting workshop
12-01-15	Goals adopted by Council, amended E. title, deleted #8
3-15-16	Staff's update status