



# Regular City Council Meeting

Wednesday, August 6, 2025 at 6:00 pm

## Meeting Location

- **In Person:** Council Chambers, Bath City Hall, 55 Front Street
- **Television:** BCTV Channel 14
- **Live Stream:** [BCTV 14 \(castus.tv\)](#)
- **ZOOM:** [Zoom Link](#)

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Presentations
  - a. Proclamation recognizing "Kindness Day"
  - b. Notice of Intent to apply to Rural Development - Hunt Street Pumpstation and Water Pollution Control Facility Upgrade
5. Public Comments
6. Manager's Report
7. Committee Reports
8. Public Hearings
  - a. 2025-69) Ordinance: Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union
  - b. 2025-70) Ordinance: Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Captains Unit
  - c. 2025-71) Ordinance: Amendment to Chapter 17, Vehicles and Traffic, Parking Appendix; NW Corner of Centre and Water Streets
  - d. 2025-73) CDBG Housing Assistance Program and CDBG Public Infrastructure Grant Funds

## 9. Consent Agenda

*(Items as marked with an asterisk (\*) on the agenda shall be considered routine matters not requiring debate. In the case of items marked with an asterisk, the motion as stated in parenthesis following the items on the agenda shall be considered to have been passed by the City Council as part of the Consent Agenda. Any Councilor wishing to have any item marked with an asterisk removed from the Consent Agenda shall have the unlimited right to do so at any time prior to the vote by Council on the Consent Agenda. If such an item is removed from the Consent Agenda, it shall be dealt with in the normal course of the meeting.)*

- a. 2025-74) \*Minutes of the previous meetings of July 2, 2025, Regular Meeting
  - b. 2025-75) \*Standards of Conduct; Fair Housing Resolution; Section 504 Self-Evaluation & Transition Plan; Residential Anti-Displacement & Relocation; and Equal Employment Opportunity Statement
  - c. 2025-76) \*Order: Approving ballot for MMA's Vice President and Executive Committee Members
- 10. Unfinished Business**
- a. 2025-66) Approval: Merit to move to Planning Board; Land Use Code Amendment to Section 8.11 Marine Business District (C5) (tabled from 7/2/2025)
  - b. 2025-69) Ordinance: Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union
  - c. 2025-70) Ordinance: Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Captains Unit
  - d. 2025-71) Ordinance: Amendment to Chapter 17, Vehicles and Traffic, Parking Appendix; NW Corner of Centre and Water Streets
- 11. New Business**
- a. 2025-73) Resolution: Accept and appropriate CDBG Housing Assistance Program and CDBG Public Infrastructure Grant Funds
  - b. 2025-77) Order: Approval of Bid for Harward Street Pumpstation and Sewer Interceptor Upgrade
  - c. 2025-78) Ordinance: Authorizing up to \$2,026,500 of the City's General Obligation Bonds to Finance the Commercial Street Pump Station and Force Main Upgrade, and Stormwater Study
  - d. 2025-79) Ordinance: Land Use Code 1.07 amendment, BIW proposed rezoning of Industrial/Shipyard(I) District-700 Washington Street
  - e. 2025-80) Ordinance: Chapter 5 Business, Article 16, Door to Door Solicitation
  - f. 2025-81) Appointments and Reappointments  
Amanda McDaniel reappointment to Economic Development Committee term to expire July 2028; Michael Mason reappointment to Economic Development Committee term to expire July 2028
  - g. 2025-82) Order: Approving agreement with ecomaine for recycling services
- 12. Councilor Comments**
- 13. Executive Session**
- a. Real Estate per 1 MRS §405(6)(C)
- 14. Adjournment**

# PROCLAMATION

**WHEREAS** Kindness Day is the dream of Morse High Senior Bryanna Ringrose, which evolved from a conversation with her best friend Taylor Bisson, and

**WHEREAS** the desire was to have a day in Bath where everyone could just focus on doing small acts of kindness for each other, and

**WHEREAS** this event is coordinated by Jennifer McDorr with the help and support from the community of merchants, organizations, area non-profits, and a number of individuals participating to make this dream a reality, and

**WHEREAS** the power of kindness lies in every individual and by recognizing, understanding and actually using this power, we have the ability to send out a positive ripple that may travel for miles, and

**WHEREAS** no one, no matter how young or how small, is too little to make a difference in our own community and our world and through random acts of kindness, we can promote healthy behaviors and positive dynamics within our community, nourishing and strengthening our community with a celebration of simple kindness that encourages people to tap into their own human spirit;

**NOW THEREFORE BE IT PROCLAIMED** that **August 16, 2025**, shall be recognized as **Bath Kindness Day** remembering that simple day-to-day acts of kindness enable our community to be a kinder, safer and more secure place to live, work and play and to urge all citizens to participate in spreading kindness, and practicing respect, generosity, patience and consideration of others not just this day, but every day of the year.

Dated this 6th day of August 2025.

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Miriam Johnson, Chairperson  
Bath City Council

**PUBLIC MEETING NOTICE**  
**CITY OF BATH**

Notice of Intent and Public Meeting Notice

The City of Bath will file an application with the USDA Rural Development for financial assistance for the Water Pollution Control Facility Upgrade Phase 2, Hunt Street Pumpstation Upgrade and other projects included in the fiscal sustainability plan. A public meeting for comments will be held at 6:00pm on August 6 at Bath City Hall Council Chambers to discuss the proposed project and to provide the opportunity for public comment.

Date & Time: **8/6/2025 6:00 PM**

Location: **Bath City Hall**

Objective: **City Council Meeting – Project Funding Update**

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To: Chair Johnson and Bath City Council

CC: Marc Meyers, City Manager, Chris Wallace, Interim Public Works Director

From: Juli Millett, Finance Director/ Assistant City Manager, Matt Burns, Engineer Wright Pierce

Below is a summary of wastewater infrastructure projects that the City is planning for as outlined in the City's CSO Master Plan, Fiscal Sustainability Plan, and/or Climate Adaptation Plan. Many of the projects were included in the City's \$24 million wastewater bond that passed in November 2023.

### **Meeting Agenda: Notice of Intent to apply to Rural Development and Public Meeting**

#### **WPCF Phase 2 Upgrade (FSP Project)**

- Funding
  - Total Project Cost: \$9.12 Million
  - Grant Funding Allocated: \$0
  - Bond Funding to be used: \$7.45 Million (Rural Development)
- Schedule:
  - Expecting to start design early Fall 2025. Planning on tentative early Spring 2027 bid and construction start.
- Action items for City Council:
- Public meeting to serve as notification of Intent to Apply for Rural Development Funding for this project

#### **Hunt Street PS and FM Upgrade (CSO MP Project)**

- Funding
  - Total Project Cost - \$8.45 Million
  - Grant Funding Allocated: \$328,000 (design engineering)
    - City is applying for FEMA Grant for construction
    - City is also applying for loan/grant through Rural Development
  - Bond/TIF (\$1.75M) Funding to be used: TBD, pending FEMA Grant and Rural Development loan/grant package.
- Schedule:
  - Project design is complete and we are waiting to know what funding is available before bidding project. Should be able to bid Fall 2025 and start construction Spring 2026.
- Action items for City Council:
  - Public Meeting to serve as notification of Intent to Apply for Rural Development Funding for this project.

#### **Cross Country Interceptor Replacement (FSP Project)**

- Funding
  - Total Project Cost: \$5.36 Million – Stretch project – could do Court to Academy first (worse portion)
  - Grant Funding Allocated: \$0

- Bond Funding to be used: \$5.36 Million (Rural Development) – may need to fall off depending on cost of previous projects and if any RD grant is allocated.
- Schedule:
  - TBD pending available funding
- Action items for City Council:
  - Public Meeting to serve as notification of Intent to Apply for Rural Development Funding for this project.

**Order: Bid Acceptance**

### **Harward PS and Interceptor Upgrade (CSO MP Project)**

- Funding:
  - Total Project Cost: \$11.26 Million
  - Grant Funding Allocated: \$4.41 Million
  - Bond (\$3.5M)/TIF(\$3.35M Funding to be used: \$6.85 Million
- Schedule:
  - Design is complete and project bid. Crooker Construction was the low bidder.
  - Construction to start in August 2025. Construction will be completed in Winter 2026.
- Action items for City Council:
  - City Council to review/approve bid from Crooker Construction.

**Resolution: Public Infrastructure CDBG Grant**

**Ordinance: Authorizing up to \$2,206,500 of the City's General Obligation Bonds to Finance the Commercial Street Pump Station and Force Main Upgrade, and Stormwater Study**

### **Commercial St PS and FM Upgrade (FSP Project)**

- Funding
  - Total Project Cost: \$9.47 Million
  - Grant Funding Allocated: \$4.66 Million
  - Bond Funding to be used: \$5.80 Million (Clean Water SRF Funding)
- Schedule:
  - Force Main: Expecting to start design Summer 2025. Planning on early Spring 2026 bid and Spring 2026 construction start.
  - Pump Station: Expecting to start design Summer 2025. Planning on tentative Summer 2026 bid and construction start.
- Action items for City Council:
  - Approve Bond Ordinance for the FY2024 and FY 2025 Principal Forgiveness offer from Maine DEP CWSRF Program (\$2 Million)
  - Serve as public hearing to accept FY 2025 Grant offer from Maine Department of Economic Development Community Development Block Grant (CDBG) program (\$990,000)

**Updates on additional wastewater projects with no council action at this time.**

### **Commercial SSES Investigations (CSO MP Project)**

- Funding:
  - Total Project Cost: \$75,000

- 
- Grant Funding Allocated: \$0
  - Bond/TIF Funding to be used: \$75,000
  - Schedule:
    - Fall 2025 start
    - Winter 2025 completion
  - Action items for City Council:
    - None

#### **Farrin Place Pump Station I/I Removal (CSO MP Project)**

- Funding:
  - Total Project Cost: \$1.73 Million
  - Funding Allocated: \$0
  - Bond/TIF Funding to be used: \$1.73 Million
- Schedule:
  - Project is in design with expected design completion Fall 2025. Bidding project is contingent upon City obtaining easements. Expected Fall 2025 bid and Spring 2026 construction start.
- Action items for City Council:
  - None

#### **Pleasant CSO Study (CSO MP Project)**

- Study is complete
- Action items for City Council:
  - None

#### **Telemetry Upgrade (CSO MP Project)**

- Funding:
  - Existing SRF loan being used to fund project. This will close out the SRF loan.
- Schedule:
  - Construction is substantially complete. Final completion expected August 2025
- Action items for City Council:
  - None

#### **Richardson CB Separation (CSO MP Project)**

- Funding
  - Total Project Cost: \$2.62 Million
  - Grant Funding Allocated: \$0
  - TIF Funding to be used: \$2.62 Million
- Schedule:
  - Project is in design with expected design completion Fall 2025. Bidding project is contingent upon City obtaining easements. Expected Fall 2025 bid and Spring 2026 construction start.
- Action items for City Council:
  - None

#### **Hyde Pump Station (FSP Project)**

- Funding

- Total Project Cost: TBD
- Grant Funding Allocated: \$0
- TIF Funding to be used: TBD (\$50,000 TIF allocated to future project)
- Schedule:
  - City recently completed relining of upstream sewer and will see what impact that had on flows this fall. Revisit project in Spring 2026 to see if additional work is needed.
- Action items for City Council:
  - None
  - .

#### Summary of Proposed Funding Sources

| Source                   | Total                  | Project(s)                                                                                                                                 |
|--------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Bond                     | \$5.0 Million          | Harward PS and Gravity Interceptor<br>Farrin Sewer                                                                                         |
| Rural Development Loan   | \$13.85 Million        | Hunt PS and FM<br>WPCF<br>Cross Country Interceptor (stretch project)                                                                      |
| CWSRF Loan               | \$5.80 Million         | Commercial PS and Force Main                                                                                                               |
| <b>Total Loan</b>        | <b>\$24.65 Million</b> |                                                                                                                                            |
|                          |                        |                                                                                                                                            |
| TIF                      | \$8.40 Million         | Harward PS and Gravity Interceptor<br>Commercial SSES Investigations<br>Farrin Sewer<br>Richardson Sewer Separation<br>Hyde PS (Tentative) |
| <b>All Sources Total</b> | <b>\$33.05 Million</b> |                                                                                                                                            |
|                          |                        |                                                                                                                                            |



**CITY OF BATH  
PUBLIC HEARING**

**THE FOLLOWING ORDINANCE WAS GIVEN FIRST PASSAGE BY THE CITY COUNCIL OF THE CITY OF BATH, MAINE AT A REGULAR MEETING HELD AT THE CITY HALL ON WEDNESDAY, JULY 2, 2025, AND PURSUANT TO THE CHARTER OF THE CITY OF BATH, AND THE PRIVATE AND SPECIAL LAWS OF THE STATE OF MAINE, AND AMENDMENT THERETO, PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL PASSAGE OF SAID ORDINANCE IN THE CITY COUNCIL CHAMBERS, THIRD FLOOR OF CITY HALL, BATH, MAINE, ON WEDNESDAY AUGUST 6, 2025, AT 6:00 PM.**

**ORDINANCE APPROVING CONTRACT**

The Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union

Be it ordained by the City Council of the City of Bath that, pursuant to the requirements of §1102 of the Charter of the City of Bath, a bargaining agreement by and between the City of Bath and the Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union, commencing July 1, 2025, and extending through June 30, 2028, is approved and the City Manager is authorized to execute said contract on behalf of the City of Bath.

**Attested:**  
*Darci L. Wheeler*  
**Darci L. Wheeler**  
City Clerk



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**Attested:**  
*Darci L. Wheeler*  
**Darci L. Wheeler**  
City Clerk

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**Chapter 17, Vehicles and Traffic, Parking Appendix**

Current language:  
Centre Street

North Side: Starting at a point 20 feet from the intersection of Front Street and running in a westerly direction for 45 feet, Loading Zone (Ord. 6/23/99); From the westerly terminus of the loading zone and running west 150 feet, two-hour parking. From a point 150 feet west of the westerly terminus of the loading zone and running west 25 feet, handicapped parking. From a point 175 feet west of the westerly terminus of the loading zone to a point 85 feet east of Washington Street, two-hour parking. (3/2/2005) From a point 40 feet west of Front Street to a point 85 feet east of Washington Street, 2 hour parking, except that the last space before Water Street and the first space after Water Street shall be designated as 30 minute parking

Proposed language:

North Side: Starting at a point 20 feet from the intersection of Front Street and running in a westerly direction for 45 feet, Loading Zone (Ord. 6/23/99); *From the westerly terminus of the loading zone and running west 175 feet, two-hour parking. From this point, running west 20 feet, 30 min parking. From here running 20 feet, handicapped parking. From here running 20 feet west to the southwest corner of the intersection with Water St, no parking. From a point 40 feet west of the northwest corner of Water St intersection, no parking. From this point running 60 feet west, 2hr parking. From this point (100 feet west of the Water Street intersection) running west to the intersection with Washington Street, no parking.*

BY ORDER OF THE CITY COUNCIL OF THE CITY OF BATH, MAINE

**Attest:**



**Darci L. Wheeler, City Clerk**

Public Hearing Notice  
City of Bath

The City of Bath will hold a Public Hearing on August 6, 2025 at 6:00pm at Bath City Hall, City Council Chambers, 55 Front St, Bath, to discuss acceptance of a Housing Assistance CDBG Grant and Public Infrastructure CDBG Grant. The purpose of the Housing Assistance grant is to support the development of affordable housing at 540 Centre Street. The purpose of the Public Infrastructure grant is to support the Commercial Street pump station upgrade. Public comments will be solicited at this Hearing and will be submitted as part of the Project Development Phase. All persons wishing to make comments or ask questions about the acceptance of these funds are invited to attend this Public Hearing. Comments may be submitted in writing to: Misty Parker, 55 Front St, Bath, Maine at any time prior to the Public Hearing. TDD/TTY users may call 711. If you are physically unable to access any of the City's programs or services, please call 207-443-8330, so that accommodations can be made.



Bath

# **REGULAR MEETING MINUTES**

## **CITY COUNCIL OF THE CITY OF BATH, MAINE**

Wednesday, July 2, 2025, 6:00 PM

**Councilors Present:** Julie Ambrosino, Christopher Marks, Roo Dunn, Jennifer DeChant, Caitlin McCorkle, Miriam Johnson, and Megan Mansfield-Pryor (remote)

**Councilors Absent:** Jean Guzzetti, Jane Nordmann

**City Staff Present:** Marc Meyers, City Manager; Darci Wheeler, City Clerk; Misty Parker, Community and Economic Director; Andrew Booth, Police Chief; Jenn Curtis, Planning Director; and Pete Compagna, BCTV

Call to Order: 6:01pm

Pledge of Allegiance

Roll Call

Presentations: 6:02pm

150 Congress Ave TIF Request

Public Comments: 6:22pm

**Sarah Guite, 14 Weeks Street, Weeks Street Neighborhood Group update**

**Radu Moldovan, 19 Tallman Street, regarding property of 3 Fisher Court, Safety Issue of discontinuance of Fisher Court**

Manager's Report: 6:28pm

**Garbage to Garden**

**Pick up began Monday, June 30<sup>th</sup>**

**City Ordinance regarding pick up times**

**Recycling thru EcoMaine**

**Recyclopedia app**

**Contact Information**

**Denny Road**

**Sewer Projects**

**Traffic Interruptions**

**Heritage Days**

**7/3 Street Closures**

**7/4 Road Race 7am**

**Parade 10am**

**Fireworks 9:15pm**

**Thanks to City Staff and Main Street Bath**

**Zorach statue update**

**Introduction of Gina Caldwell, Deputy Parks and Recreation  
Director**

Committee Reports: 6:36pm

Councilor DeChant  
Community Development  
Facilitating Equity assessment review  
Economic Development  
Marketing, public relations, communications focus  
Subcommittee  
Food truck policy  
Parklet discussion

Councilor Johnson  
BDC  
Freeport representative meeting  
Matching grants for retail properties

Councilor Dunn  
Bath Water District  
Congress Ave Repair  
Implemental patching cost  
Terms and conditions updated  
MMA grant

Councilor Ambrosino  
BDC  
Foster deeper relationships

Public Hearings: 6:42pm

2025-58) Ordinance: Approving contract with the Bath Public Works  
Employees, Bath Cemeteries and Parks Department  
Employees, and the Bath Water Pollution Control Facility  
Employees, Local No. S-89 of DL-4, the International  
Association of Machinists and Aerospace Workers, AFL-CIO

**Chair Johnson opened public hearing at 6:43pm. There were no public  
comments. Chair Johnson closed public hearing at 6:43.**

2025-64) Ordinance: Approving contract with the Bath Police  
Association/Fraternal Order of Police

**Chair Johnson opened public hearing at 6:43pm. There were no public  
comments. Chair Johnson closed public hearing at 6:43.**

Consent Agenda: 6:43pm

*(Items marked with an asterisk (\*) on the agenda shall be considered routine matters not requiring debate. Any Councilor wishing to have any item marked with an asterisk removed from the Consent Agenda shall have the unlimited right to do so at any time prior to the vote by Council on the Consent Agenda. If such an item is removed from the Consent Agenda, it shall be dealt with in the normal course of the meeting.)*

2025-42) \*Minutes of the previous meetings of June 4, 2025, Regular Meeting, and June 11, 2025, Budget Public Hearing/Special Meeting

**Motion from Councilor Ambrosino to accept the consent agenda. Seconded by Councilor Marks. Chair Johnson called for a roll call vote. All were in favor of the consent agenda.**

**YEAS: Councilors Ambrosino, Marks, Dunn, DeChant, McCorkle, and Mansfield-Pryor.**

Unfinished Business: 6:44pm

2025-58) Ordinance: Approving contract with the Bath Public Works Employees, Bath Cemeteries and Parks Department Employees, and the Bath Water Pollution Control Facility Employees, Local No. S-89 of DL-4, the International Association of Machinists and Aerospace Workers, AFL-CIO

**Councilor Dunn made a motion to put on floor with a second made by Councilor McCorkle.**

**Marc Meyers, City Manager, presented the item responding to questions and comments from Councilor Dunn. There were no public or final Council comments.**

**Chair Johnson called for a roll call vote.**

**YEAS: Councilors Mansfield-Pryor, McCorkle, DeChant, Dunn, Marks, and Ambrosino.**

2025-64) Ordinance: Approving contract with the Bath Police Association/Fraternal Order of Police

**Councilor Dunn made a motion to put on floor with a second made by Councilor Marks.**

**There were no public or Council comments.**

**Chair Johnson called for a roll call vote.**

**YEAS: Councilors Ambrosino, Marks, Dunn, DeChant, McCorkle, and Mansfield-Pryor.**

New Business: 6:47pm

2025-66) Approval: Merit to move to Planning Board; Land Use Code Amendment to Section 8.11 Marine Business District (C5)

**Motion from Councilor McCorkle to put on floor. Seconded by Councilor Marks.**

**Preliminary questions and comments were made by Councilors Dunn, Marks, and Ambrosino.**

**Public Comment**

**Mike Plaisted, 19 Allen Street, in concurrence with Councilor Dunn**

**Councilor DeChant made a motion to table the item to August 6. Seconded by Councilor Dunn. Marc Meyers, City Manager, provided additional information. Discussion continued with comments from Councilors Ambrosino, McCorkle, and Chair Johnson. Jenn Curtis, Planning Director, made mention of the Zoning Code update that was recently released and starting process. Councilors DeChant and Dunn provided final council comments. Misty Parker, Community and Economic Development Director clarified that the presentation was presented recently.**

**Chair Johnson called for a roll call vote.**

**YEAS: Councilors Mansfield-Pryor, DeChant, Dunn, and Ambrosino.**

**NAYS: Councilors McCorkle and Dunn**

**Item passed to table to August 6, Regular Council meeting 4-2.**

2025-67) Order: Authorizing Acceptance of the Stephen and Tabitha King Foundation Grant

2025-68) Order: To Approve Bid with J Pratt Construction Inc. for the Library Park Improvement Project

2025-69) Ordinance: Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union

2025-70) Ordinance: Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Captains Unit

2025-71) Ordinance: Amendment to Chapter 17, Vehicles and Traffic, Parking Appendix; NW Corner of Centre and Water Streets

2025-72) Appointments and Reappointments:  
Mara Pennell reappointment to Housing Committee term to expire June 2028  
Alex Zipparo reappointment to Solid Waste Advisory

**Juli Millett, Finance Director/Assistant City Manager, presented the item responding to questions and comments from Councilors McCorkle, Dunn, and Ambrosino.**

**Motion from Councilor Ambrosino to accept as presented. Seconded by Councilor Mansfield-Pryor. Chair Johnson called for a roll call vote.**

**YEAS: Councilors Ambrosino, Marks, Guzzetti, Dunn, DeChant, McCorkle, and Mansfield-Pryor.**

**Chris Wallace, Interim Public Works Director, presented the item responding to questions from Councilors Dunn, McCorkle, Ambrosino, and Dunn.**

**Motion from Councilor McCorkle to accept as presented. Seconded by Councilor Dunn. Chair Johnson called for a roll call vote.**

**YEAS: Councilors Mansfield-Pryor, McCorkle, DeChant, Dunn, Guzzetti, Marks, and Ambrosino.**

**Marc Meyers, City Manager, presented the first passage of the Ordinance responding to questions from Councilor Dunn.**

**Motion from Councilor Dunn to accept as presented. Seconded by Councilor Marks. Chair Johnson called for a roll call vote.**

**YEAS: Councilors Ambrosino, Marks, Guzzetti, Dunn, DeChant, McCorkle, and Mansfield-Pryor.**

**Motion from Councilor McCorkle to accept as a slate. Seconded by Councilor Marks. Chair Johnson called for a roll call vote.**

**YEAS: Councilors Mansfield-Pryor, McCorkle, DeChant, Dunn, Guzzetti, Marks, and Ambrosino.**

Councilor Comments: 7:26pm

Councilor DeChant  
Centre Street Block party has been rescheduled to June 14<sup>th</sup> due to the weather  
Centre Street Trees

**A motion to move into Executive Session was made by Councilor McCorkle and seconded by Councilor DeChant at 7:28pm. All were in favor.**

Executive Session

Real Estate per 1 MRS §405(6)(C)

**A motion to exit Executive Session was made by Councilor McCorkle and seconded by Councilor DeChant at 8:24pm. All were in favor.**

Attested:

Darci Wheeler, City Clerk

**Please note: These minutes are action minutes. The entire meeting can be viewed at [www.cityofbath.com](http://www.cityofbath.com)**

8/6/2025

2025-75

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: August 6, 2025

Responsible Dept: Community &amp; Economic Development

Requested Action: Approval

Title

Standards of Conduct; Fair Housing Resolution; Section 504 Self-Evaluation & Transition Plan; Residential Anti-Displacement & Relocation; and Equal Employment Opportunity Statement

**Summary**

The State of Maine Department of Economic and Community Development (DECD) offers several federal grant opportunities through the Community Development Block Grant (CDBG) program to communities for projects that will benefit low to moderate income residents. Bath has benefited greatly from these grant funds over the years to support important projects in the community. As part of the federal requirements to accept CDBG funding, several policies are required to be updated and adopted. Bath has not updated these policies since 2009 and should be adopting updated policies at least every ten years.

**Staff Comments**

These policies are standard federal requirements and are consistent with previously adopted policies.

Action: Recommend for passage

City Manager

**Introduced for:** Select



**CITY OF BATH**

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Date: 07/30/2025

Standards of Conduct; Fair Housing Resolution; Section 504 Self-Evaluation & Transition Plan; Residential Anti-Displacement & Relocation; and Equal Employment Opportunity Statement

# **STANDARDS OF CONDUCT**

## **STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT**

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### **INTRODUCTION**

Elected officials, appointed officials, employees of Community Development Block Grant (CDBG) recipients and contractors are those responsible for administering Maine's CDBG Program and are also responsible for its integrity. Following sound business practices, prescribed standards of conduct and Department of Housing and Urban Development (HUD) requirements will not only protect these grant funds, but also those who administer the program.

### **PURPOSE**

This notice provides information on specific activities you must avoid and identifies essential HUD requirements that must be met. The requirements will help to prevent fraud and program abuse by alerting essential officials to appropriate standards of conduct.

### **AUTHORITIES**

Pertinent laws and requirements that you should have copies of are:

- ✓ Housing and Community Development Act of 1974 as amended in 1992. This is located in the Administrator's Guide.
- ✓ Community Development Block Grant Regulations (24 CFR Part 570).

### **PROGRAM REQUIREMENTS & PROHIBITED ACTIVITIES**

The following sections reviewed prohibited activities and administrative requirements that must be followed by all CDBG communities.

#### **1. Prohibition against conflicts of interest**

CDBG regulations (25 CFR, Part 570.489 (h)) prohibit conflicts of interest. For any CDBG activities under your control or influence you may not:

- a) Obtain personal or financial interest or benefits including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest.
- b) Obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contract in which your spouse, minor child, dependent or business associate may have personal or financial interest. This prohibition extends for a period of one year after you leave your position with a CDBG activity or program.
- c) HUD may grant an exception to this conflict of interest provision if it determines that such exception will enhance the effectiveness of the CDBG project. Requests for such exceptions must be made in writing to this office.

## **2. Procurement and Contracting Requirements**

Provisions of 24 CFR Part 85 and Part 36, Administrative Requirements apply to the CDBG Program grantees. These provisions prohibit the following practices in your procurement and contract administration.

### **a) Circumventing competitive bidding requirements by:**

- 1) failing to advertise for sealed bids or soliciting proposals and engaging in noncompetitive negotiation;
- 2) failing to use established evaluation criteria in negotiations;
- 3) splitting bids by breaking down contracts into small parts so that purchase order procedures can be used except to meet Minority/Women Business Enterprise goals;
- 4) favoring or providing a competitive advantage to any one firm or individual; identifying the names of those invited to bid; and preparing fictitious bids to simulate competition.

### **b) Failing to adhere to contract award requirements by:**

- 1) allowing excessive price charges;
- 2) awarding contract to other than low bidder without adequate justification; and
- 3) accepting a bid that does not contain a price for all items or services included in the bid invitation.

### **c) Failing to verify contractual and programmatic compliance by contractors by:**

- 1) authorizing payment for work not completed;
- 2) falsifying inspection reports;
- 3) altering contractor invoices; and
- 4) misusing modification or change orders.

## **3. Financial Management and Recording Systems**

You must comply with the following requirements of 24 CFR part 85.20 and .42 and CDBG regulations.

- a) Establish internal controls to safeguard cash, inventory and equipment.
- b) Establish a special ledger account for all CDBG monies.
- c) Maintain financial records including:
  - 1) A register of cash receipts and disbursements;
  - 2) record of all non-cash transactions;
  - 3) General ledger to show the status of each CDBG account;

- 4) A fixed account ledger, and
- 5) A record of drawdowns, funds received and balance of funds.
- d) Ensure you maintain financial records and maintain for three years.
- e) Use income generated from grant activities for other eligible activities.
- f) Use program income before drawing additional grant funds to pay for allowable program expenses.
- g) Not request or draw down more funds then needed.

#### **4. Cost Allowance**

You must comply with OMB Circular A-87, Cost Principles for State and Local Governments. You may not spend CDBG funds on ineligible activities including:

- a) Expenses required to carry out the regular responsibilities of the general local government.
- b) Partisan political activities (e.g. contributions towards political campaigns, voter registration or candidate forums).

#### **5. Program Monitoring**

Regulation CFR Part 85.40 states you must monitor the performance of grant supported activities to assure compliance with federal requirements and that performance goals are being achieved. It is suggested you:

- a) Keep records for your on-site visits to sub grantees and contractors.
- b) Place special emphasis on your monitoring of the highest risk sub recipients and contractors.

**DATE ADOPTED:** \_\_\_\_\_

#### **AUTHORIZED SIGNATURES**

|             |             |
|-------------|-------------|
|             |             |
| <b>Name</b> | <b>Date</b> |
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| <b>Name</b> | <b>Date</b> |

Municipal Seal

# FAIR HOUSING RESOLUTION

## STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**LET IT BE KNOWN TO ALL PERSONS** of the City of Bath that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law). It is the policy of the City of Bath to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin. Therefore, the City does hereby pass the following Resolution.

**BE IT RESOLVED** that within available resources the City will assist all persons who feel they have been discriminated against because of race, color, religion, sex, handicap, familial status or national origin to seek equity under federal and state laws by filing a complaint with the Maine Human Rights Commission or the U.S. Department of Housing and Urban Development, Boston Regional Office Compliance Division.

**BE IT FURTHER RESOLVED** that the City shall publicize this Resolution and through this publicity shall cause owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and any applicable state and local laws or ordinances.

**SAID PROGRAM** will at a minimum include but not be limited to: (1) the printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; (2) distribution of posters, flyers and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

**DATE ADOPTED:** \_\_\_\_\_

### AUTHORIZED SIGNATURES

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|-------------|-------------|
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| <b>Name</b> | <b>Date</b> |
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| <b>Name</b> | <b>Date</b> |

Municipal Seal

## SECTION 504 SELF EVALUATION AND TRANSITION PLAN

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### STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

#### City of Bath

The following individual is responsible for inquiries regarding this Section 504 Self-Evaluation and Transition Plan:

Marc Meyers  
(name)

City Manager  
(title)

55 Front Street, Bath ME 04530-2588  
(address)

207-443-8330                      207-443-8337                      mmeyers@cityofbath.com  
(telephone)                      (fax)                      (e-mail)

The Section 504 Self Evaluation and Transition Plan was adopted by the following authorized individuals on behalf of the municipality:

DATE ADOPTED: \_\_\_\_\_

#### AUTHORIZED SIGNATURES

|             |             |
|-------------|-------------|
|             |             |
| <b>Name</b> | <b>Date</b> |
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|             |             |
| <b>Name</b> | <b>Date</b> |

Municipal Seal

## 1. EMPLOYMENT

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1. Are job announcements put into newspapers that have general circulation?

☐ Yes ☒ No

If No, describe how individuals are made aware of employment opportunities:

All jobs are advertised through Maine Municipal and social media as well as website. When a wider search is needed, advertisements are placed in the Portland Press Herald/Maine Sunday Telegram.

2. Do job announcements state that the municipality is an Equal Opportunity Employer?

☒ Yes ☐ No

If No, explain why the "Equal Opportunity Employer" statement is not contained within job announcements:

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3. Has the municipality adopted a Equal Employment Opportunity Policy Statement?

☒ Yes ☐ No

4. Do job applications inquire as to whether an applicant is a disabled person or as to the nature or severity of a disability?

☐ Yes ☒ No

If Yes, explain: 

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5. Describe the accommodations that can be made for the known physical and mental limitations of otherwise qualified disabled persons who are currently employed or applying for employment:

Accommodations are made based on essential functions of the job and nature of the disability.

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## 2. PROGRAM ACCESSIBILITY

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1. Are any of the following services or benefits provided to residents directly by the municipality?

☐ Yes ☒ No

(Please mark an "X" for all services provided by the municipality)

|                                                  |                                                            |
|--------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Transportation Services | <input type="checkbox"/> Counseling Services               |
| <input type="checkbox"/> Health Services         | <input type="checkbox"/> Employment Services               |
| <input type="checkbox"/> Public Housing          | <input type="checkbox"/> Food Services                     |
| <input type="checkbox"/> General Services        | <input type="checkbox"/> Social, Recreational, or Athletic |

(a) For those services that are provided, describe accommodations that can be taken to make them accessible and usable for persons with disabilities (e.g. provision of auxiliary aids, relocating programs to accessible facilities, use of alternative materials, home visits, etc.):

Accommodations are made by municipal staff to ensure all residents have access to all city facilities and essential services.

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2. Are there any limitations on the number of qualified disabled persons who may participate in or be admitted to the program?

☐ Yes ☐ No

If Yes, list the steps to eliminate the limitations:

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3. Do applications for these services, in any way discriminate against persons with disabilities?

☐ Yes ☐ No

4. Describe the nature of the qualifications that are needed in order to be eligible for each respective program:

**Program**

**Qualifications**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

### **3. FACILITIES**

**Note:** The definition of "facility" under Section 504 includes all or any portion of buildings, structures, equipment, roads, walks, parking lots or other real or personal property or interest in such property, owned, operated or leased by the municipality)

1. List below all facilities and the programs or operations for which each facility houses.

**Facility**

**Programs or Operations Housed**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

Using the Uniform Federal Accessibility Standards (UFAS), each facility must be reviewed for compliance:

**COMPLIANCE COMPONENT**

**FACILITIES**

|                                                    | #1 | #2 | #3 | #4 | #5 | #6 | #7 |
|----------------------------------------------------|----|----|----|----|----|----|----|
| Accessible Route                                   |    |    |    |    |    |    |    |
| Outside Paths and Walks                            |    |    |    |    |    |    |    |
| Parking                                            |    |    |    |    |    |    |    |
| Curb Ramps                                         |    |    |    |    |    |    |    |
| Ramps                                              |    |    |    |    |    |    |    |
| Entrances/interior Doors                           |    |    |    |    |    |    |    |
| Elevators                                          |    |    |    |    |    |    |    |
| Lifts                                              |    |    |    |    |    |    |    |
| Toilet Rooms                                       |    |    |    |    |    |    |    |
| Drinking Fountains                                 |    |    |    |    |    |    |    |
| Warning Signals                                    |    |    |    |    |    |    |    |
| Assembly Areas                                     |    |    |    |    |    |    |    |
| Public Telephones                                  |    |    |    |    |    |    |    |
| Other Building Elements and Specialized Facilities |    |    |    |    |    |    |    |

- Place a "1" in the respective box if item is in compliance with UFAS
- Place a "2" in the respective box if item is not in compliance with UFAS
- Place a "3" in the respective box if item is not available and is not required

\* #1 through #7 above must correspond to the specific facility with that same number identified on the preceding page.

2. For those facilities where a "2" was indicated for the specific component, list below the inaccessible feature that limits accessibility to the programs provided in that facility:

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# RESIDENTIAL ANTIDISPLACEMENT & RELOCATION ASSISTANCE PLAN

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## City of Bath

*(under Section 104(d) of the Housing and Community Development Act of 1974, as amended).*

### **I. PURPOSE:**

This Plan is established following Section 104(d) of the Housing and Community Development Act of 1974, as amended. Its objective is to insure that persons displaced as a result of CDBG-assisted projects are treated fairly, consistently, and equitably so that such persons will not suffer disproportionate injuries as a result of a project designed for the benefit of the public as a whole.

### **II. COMPLIANCE MEASURES:**

The City of Bath will replace all occupiable and vacant Low - Moderate Income dwelling units demolished OR converted with funds provided under the Housing and Community Development Act of 1974, as amended, in a way as described as follows:

1. The units must be located within the state recipient's jurisdiction and to the extent possible shall be located within the same neighborhood as the units replaced.
2. The units must be sufficient in number and size to house no less than the number of occupants who could have been housed in the units that are demolished or converted.
3. The units must be provided in standard condition.
4. The replacement units must be made available for occupancy during the period beginning one year before an agreement to convert or demolish the units in question is executed and ending three years after the commencement of the demolition or rehabilitation related to the conversion.

The units must remain Low-Moderate Income dwelling units for at least 10 years from the date of initial occupancy. Before the City of Bath enters into an agreement to provide funds that will directly result in the demolition of Low-Moderate Income dwelling units or the conversion of Low-Moderate Income dwelling units, the City of Bath will make public and submit the following information in writing to the State:

- 1) A description of the proposed assisted activity;
- 2) The location on a map and the number of dwelling units by size that will be demolished or converted to a use other than for Low-Moderate Income dwelling units as a direct result of the assisted activity;
- 3) A time schedule for the commencement and completion of the demolition or conversion;

- 4) The source of funding and a time schedule for the provision of replacement dwelling units;
- 5) The basis for concluding that each replacement dwelling unit will remain a Low-Moderate Income dwelling unit for at least 10 years from the date of initial occupancy;
- 6) Information demonstrating that any proposed replacement dwelling units with smaller dwelling units is consistent with the housing needs of Low-Moderate Income households in the jurisdiction.

Consistent with the goals and objectives of activities assisted under the Housing and Community Development Act, the City of Bath will take all possible actions within its power to minimize the displacement of persons from their homes.

### **III. ASSISTANCE TO PERSONS DISPLACED:**

The City of Bath shall provide relocation assistance and payments as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or the Housing and Community Development Act of 1974, as amended, Section 104(d) for residents displaced as a result of CDBG funded activities. All displaced residents who are eligible for other housing programs will be helped through that agency's process. In addition, City staff shall provide housing counseling and referral services to assist those displaced to find alternative housing in the neighborhood.

### **IV. DEFINITIONS:**

**Displaced Person:** Any person (family, individual, business, nonprofit organization or farm operation) that moves from real property, or moves personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition or acquisition (privately undertaken or public) for HUD-assisted program/project.

### **V. AGENCY RESPONSIBILITY:**

The City of Bath Community Development Department shall be responsible for the implementation of this Plan as well as ensuring compliance with applicable Federal and State law and regulations. The City of Bath will identify and designate a Relocation Officer to perform functions concerning this Plan.

Any questions regarding this Plan or Federal and State laws regarding displacement should be addressed to Marc Meyers, City Manager.

### **VI. CERTIFICATIONS:**

The City of Bath hereby certifies that it will uphold the contents of this Plan and the intentions of the compliance measures stated.

## AUTHORIZED SIGNATURES

|             |             |
|-------------|-------------|
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| <b>Name</b> | <b>Date</b> |
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| <b>Name</b> | <b>Date</b> |

Municipal Seal

# **Equal Employment Opportunity Policy Statement**

## **STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT**

The City Council of the City of Bath declares its intent that the City will pursue a policy of non-discrimination in personnel practices, including: recruiting, hiring, opportunities for transfer and promotion, conditions or privileges of employment, as well as compensation and benefits. Such practices or procedures shall not favor or penalize any person because of race, creed, color, sex, marital status, national origin, age, physical handicap, where these are not found to be bona fide occupational qualifications.

The City recognizes its responsibility to enhance the purposes set forth in the Maine Human Rights Act as well as Federal statutes which may apply as a result of its Federal grant activities.

Compliance with EEO requirements may be enhanced through adoption of appropriate personnel policies. Assistance in drafting such policies may be obtained through the Maine Municipal Association or your Community Development Office.

**DATE ADOPTED:** \_\_\_\_\_

### **AUTHORIZED SIGNATURES**

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| <b>Name</b> | <b>Date</b> |

Municipal Seal

8/6/2025

2025-76

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: August 6, 2025

Responsible Dept: City Manager

Requested Action: Order

Title

Approving ballot for MMA's Vice President and Executive Committee Members

**Summary**

Election Process. Cast your ballot to help chart the future of MMA. You are voting for Vice President and three executive committee seats. The Maine Municipal Association (MMA) Executive Committee is elected by member municipal selectboards and councils to oversee the Association's operations.

Pursuant to MMA by-laws, these candidates were interviewed by a six-member Nominating Committee, which includes a former Executive Committee past president, an elected municipal officer, a municipal employee, a town or city manager, an MMA affiliate group representative, and an individual from a community-based organization representing the interests of an underrepresented group. As you will note, unlike municipal elections MMA does not provide an option for write-in candidates since our process includes an opportunity to nominate a candidate by petition. The petition process expired on July 18, 2025.

The candidates have provided a brief biography of themselves included in the linked materials below.

The ballot must be signed by a majority of the municipal officers (e.g., selectboard or council), or a municipal official designated by a majority of the municipal officers and received by MMA no later than 12:00 p.m. (noon) on Friday, August 29, 2025. Ballots will be counted on the afternoon of August 29, with the election results confirmed by MMA President Melissa Doane, Bradley town manager.

Election results will be available no later than September 1, 2025, and can be accessed by either contacting the MMA Executive Office or visiting MMA's website at [www.memun.org](http://www.memun.org). A formal announcement of the election results will be made at the MMA Annual Business Meeting, and the newly elected members will be introduced at the Awards Luncheon, both of which will be held during MMA's annual convention on Wednesday, October 8.

The newly elected Executive Committee members will take office on January 1, 2026

**Staff Comments**

Action: Select

City Manager

Introduced for: Select



**CITY OF BATH**

---

Date:

Approving ballot for MMA's Vice President and Executive Committee Members

See attached.

# Maine Municipal Association Biographical Sketch for PROPOSED SLATE OF NOMINEES FOR 2025 EXECUTIVE COMMITTEE

## **MMA VICE PRESIDENT**

One-Year Term

### **Anthony Ward – Town Manager, Casco, ME**

#### **Professional & Municipal Experience**

|                                                       |                               |              |
|-------------------------------------------------------|-------------------------------|--------------|
| Town Manager, Road Commissioner                       | Casco, ME                     | 2021-Present |
| Town Manager, Road Commissioner                       | Sabattus, ME                  | 2011-2021    |
| Chief of Police                                       | Sabattus, ME                  | 2011-2015    |
| Internal Affairs Lieutenant, Chief of Police Adjutant | Portland Police, Portland, ME | 2009-2011    |
| Detective Lieutenant                                  | Portland Police, Portland, ME | 2007-2009    |
| Internal Affairs Lieutenant                           | Portland Police, Portland, ME | 2006-2007    |
| Community Affairs Lieutenant                          | Portland Police, Portland, ME | 2003-2006    |

#### **Other Experience**

|                            |                                               |              |
|----------------------------|-----------------------------------------------|--------------|
| Board of Directors         | ecomaine                                      | 2021-Present |
| Executive Committee Member | Maine Municipal Assoc.                        | 2018-Present |
| Vice President             | Me. Town & City Management Assoc.             | 2016-Present |
| Board of Directors         | Soccer Maine                                  | 2009-2017    |
| Board of Directors         | Me. Chiefs of Police Assoc.                   | 2013-2015    |
| Board of Directors         | Gray Community Economic Development Committee | 2012-2015    |
| Member                     | Patriot Soccer Club                           | 2002-2013    |

#### **Education**

|                                                                     |                                      |
|---------------------------------------------------------------------|--------------------------------------|
| Master of Public Policy & Management, Policy & Financial Management | University of Southern Maine         |
| Bachelor of Science Applied Technical Leadership                    | University of Southern Maine         |
| Associates of Science Law Enforcement Technology                    | Southern Maine Technical Institution |

#### **Certifications**

|                                                         |      |
|---------------------------------------------------------|------|
| ICMA Credential Manager                                 | 2023 |
| Maine Town/City Managers Association                    | 2022 |
| Executive Certification, Maine Criminal Justice Academy | 2011 |

#### **Professional Development**

|                                        |      |
|----------------------------------------|------|
| ICMA Gettysburg Leadership Development | 2024 |
|----------------------------------------|------|

|                                                                                          |      |
|------------------------------------------------------------------------------------------|------|
| International City Manager Associations Professional High-Performance Leadership Academy | 2022 |
| International County/City Managers Association                                           | 2015 |
| Maine Town/City Managers Association                                                     | 2015 |
| Lisbon Communication Committee Chair                                                     | 2015 |
| Maine Chiefs of Police Board of Directors                                                | 2013 |
| Kaplan University Advisory Board                                                         | 2013 |
| Southern Maine Community College Advisory Board                                          | 2012 |
| International Association of Chiefs of Police                                            | 2011 |
| Maine Chiefs of Police                                                                   | 2011 |

## **MMA EXECUTIVE COMMITTEE**

Three-Year Term

### **Phil Crowell – City Manager, Auburn, ME**

#### **Professional & Municipal Experience**

|                              |                           |              |
|------------------------------|---------------------------|--------------|
| City Manager                 | Auburn, ME                | 2020-Present |
| Asst. City Manager           | Auburn, ME                | 2018-2020    |
| Chief of Police              | Auburn Police, Auburn, ME | 2006-2018    |
| Deputy Chief of Police       | Auburn Police, Auburn, ME | 2000-2006    |
| Detective and Police Officer | Auburn Police, Auburn, ME | 1993-2000    |
| Military Police Officer      | U.S. Army                 | 1986-1992    |

#### **Other Experience**

|                                    |                                                  |
|------------------------------------|--------------------------------------------------|
| Executive Committee                | Maine Municipal Assoc.                           |
| President                          | Maine Service Center Coalition                   |
| Executive Committee                | Lewiston Auburn Metro Chamber of Commerce        |
| Board of Directors                 | Andwell Health Partners                          |
| Member                             | International City/County Management Association |
| Executive Committee/Ethics Chair   | Maine Town, City & County Management Association |
| Member                             | FBI's National Academy Association               |
| Executive Committee/Past President | Androscoggin Valley Council of Government        |

#### **Specialized Training**

|                                           |                                                          |
|-------------------------------------------|----------------------------------------------------------|
| Certified City Manager                    | International City Manager Association                   |
| Certified City Manager                    | Maine Town, City & County Managers                       |
| Graduate of the 218 <sup>th</sup> Session | FBI National Academy                                     |
| Law Enforcement Assessor                  | Commission on Accreditation for Law Enforcement Agencies |

#### **Certifications & Commendations**

|                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maine Criminal Justice Academy, Professionalism Award                                                                                                        |
| National Exchange Club, 1999 Officer of the Year                                                                                                             |
| Elks Lodge, 1999 Investigator of the Year                                                                                                                    |
| City of Auburn, Visionary Award - Progressive & New Initiatives in Serving the Community                                                                     |
| Maine Association of Area Agencies on Aging, Excellence in Aging Award -Protecting Citizens with Alzheimer's and Dementia, Implementing the Silver Alert law |

Androscoggin County Chamber, Public Service Leadership Award  
 International Association of Chiefs of Police, Civil Rights Award - Efforts to End Human Trafficking  
 Maine Chiefs of Police 2018 "Chief of the Year"

## **Suzette Francis – Town Administrator, Lubec, Maine**

### **Professional & Municipal Experience**

|                                  |                              |              |
|----------------------------------|------------------------------|--------------|
| Town Administrator               | Lubec, ME                    | 2023-Present |
| Treasurer/Tax Collector          | Lubec, ME                    | 2016-2023    |
| Town Clerk                       | Lubec, ME                    | 2015-2016    |
| Deputy Clerk                     | Lubec, ME                    | 2014-2015    |
| Cashier                          | Lyon's IGA                   | 2010-2014    |
| Cashier                          | Quick Shop & Sandwich Shop   | 1999-2010    |
| Salmon Farm Processing Boxer     | Maine Freeze Limited         | 1995-1999    |
| Sardine Packer/Sealer/Cartonnier | R.J. Peacock Canning Co.     | 1985-1995    |
| Herring Stringing/Skinning       | McCurdy's Herring Smokehouse | 1983-1985    |

### **Other Experience**

|        |                                    |
|--------|------------------------------------|
| Member | MTCCA Legislative Policy Committee |
| Member | MMTCTA                             |
| Member | MTCCA                              |
| Member | MWDA                               |

### **Education**

|                    |                |
|--------------------|----------------|
| Associate's degree | Accounting     |
| Certified          | Tax Collection |
| Certified          | Treasurer      |

### **Specialized Training**

|                                 |                    |
|---------------------------------|--------------------|
| Disaster Assistance Team Member | American Red Cross |
| Lead Member                     | Home Fire Campaign |
| Member                          | Lubec Lions Club   |

## **Mark Leonard – Town Manager/Chief of Police, Veazie, ME**

### **Professional & Municipal Experience**

|                                 |                               |              |
|---------------------------------|-------------------------------|--------------|
| Town Manager                    | Veazie, ME                    | 2013-Present |
| Chief of Police                 | Veazie Police, Veazie, ME     | 2001-Present |
| Interim Police Chief            | Lincoln Police, Lincoln, ME   | 2023-2025    |
| Fire Chief                      | Veazie Fire, Veazie, ME       | 2013-2020    |
| Asst. Supervisory Special Agent | Maine Drug Enforcement Agency | 1999-2001    |

### **Education**

|                      |                                                       |
|----------------------|-------------------------------------------------------|
| High School Graduate | Hermon High School                                    |
| Graduate             | 87 <sup>th</sup> MCBPS Maine Criminal Justice Academy |
| Bachelor's degree    | Husson College                                        |

## **Specialized Training**

|                                        |                                    |
|----------------------------------------|------------------------------------|
| Police Supervision                     | Police Institute, Kentucky         |
| Law Enforcement Executive Development  | Federal Bureau of Investigation    |
| Executive Leadership                   | Maine Community Policing Institute |
| Emergency Medical Technician           | EMTC, Maine                        |
| Municipal Leadership                   | University of Southern Maine       |
| Incident Command                       | Fire Academy, Maryland             |
| Couther Drug Interdiction              | U.S. Army, Alabama                 |
| Crisis Negotiation                     | Federal Bureau of Investigation    |
| Incident Response to Terrorist Bombing | New Mexico                         |

## **Civic Involvement**

|                              |                                          |
|------------------------------|------------------------------------------|
| Master Mason                 | Lodge #174, Hermon, ME                   |
| Nobel of the Mystic Shrine   | Anah Temple, Bangor, ME                  |
| Chair                        | Penquis CAP Board of Directors           |
| Chair                        | Executive Committee Penquis CAP          |
| Chair                        | Penquis CAP Steering Committee           |
| Member                       | Penquis CAP Audit Committee              |
| Member                       | Penquis CAP Housing Subsidiary Committee |
| Vice President               | Bangor Y Board of Directors              |
| Chair                        | Penobscot Downeast Cable Consortium      |
| Notary Public                | Expires 2029                             |
| Member                       | Fight Crime Invest in Kids               |
| Life Member                  | NE Association of Chiefs of Police       |
| Life Member                  | Maine Association of Chiefs of Police    |
| Sexual Assault Response Team | Penobscot County                         |
| Domestic Violence Task Force | Penobscot County                         |
| American Red Cross           | Pine Tree Chapter Board of Directors     |

## **Awards**

|                                                                |                                    |
|----------------------------------------------------------------|------------------------------------|
| Eagle Scout                                                    | Boy Scouts of America              |
| Community Policing Award                                       | NE Association of Chiefs of Police |
| Commendation for Performance                                   | Numerous Awards                    |
| Outstanding Contributions in the Field of Drug Law Enforcement |                                    |



## BALLOT

**Election of MMA Vice President and Executive Committee Members**

***Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 29, 2025***

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**VICE-PRESIDENT - 1 YEAR TERM**

**Vote for One**

*Proposed by MMA Nominating Committee:*

---

**Anthony Ward, Casco Town Manager**

☐

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**EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM**

**Vote for Three**

*Proposed by MMA Nominating Committee:*

---

Phil Crowell, Auburn City Manager

☐

Suzette Francis, Lubec Town Administrator

☐

Marc Leonard, Veazie Town Manager, Chief of Police

☐

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*Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.*

**The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.**

**DATE:** \_\_\_\_\_ **MUNICIPALITY:** \_\_\_\_\_

**Signed by a Municipal Official designated by a majority of Municipal Officers:**

**PRINT NAME:** \_\_\_\_\_ **POSITION:** \_\_\_\_\_

**SIGNATURE:**

**OR**

**Signed by a majority of Municipal Officers:**

**Current Number of Officers:** \_\_\_\_\_

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**PRINT NAME**

**SIGNATURE**

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Return to: MMA Annual Election  
Maine Municipal Association  
60 Community Drive  
Augusta, Maine 04330  
Email: [kmaines@memun.org](mailto:kmaines@memun.org)



7/2/2025

2025-66

Meeting Date

Item No.

**CITY COUNCIL ACTION**

Requested Council Meeting Date: July 2, 2025

Responsible Dept: Planning

Requested Action: Approval

Title

---

Merit to move to Planning Board - Land Use Code Amendment to Section 8.11 Marine Business District (C5)

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**Summary**

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Application received 6/24/25

The applicant proposes a series of amendments that would support their envisioned project.

The City Council must make take action in accordance with 1.07, C of the land use code:

"Within 35 days of receipt of a completed application for a Land Use Code text amendment by the Planning Director, the application will be placed on the agenda of a City Council meeting. The City Council will review the request to determine if it has merit and whether it should be referred to the Planning Board. If the City Council determines by vote that the application has merit, it will be referred to the Planning Board for public hearing. Applications referred to the Planning Board by the City Council will be processed substantially according to Items D through F, following. If the City Council votes that the application lacks merit, it will not be referred to the Planning Board and action on the application will cease."

**Staff Comments**

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Please see attached application

Action: Recommend for passage

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City Manager**Introduced for:** New Business



**CITY OF BATH**

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Date:

Merit to move to Planning Board - Land Use Code Amendment to Section 8.11 Marine Business District (C5)

7/2/2025

2025-69

Meeting Date

Item No.

**CITY COUNCIL ACTION**

Requested Council Meeting Date: July 2, 2025

Responsible Dept: City Manager

Requested Action: Ordinance

Title

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Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union

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**Summary**

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The City Manager's Office and the Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union, have come to an agreement on a three-year collective bargaining agreement for the period of July 1, 2025, to June 30, 2028.

The agreement includes market adjustments for paramedics (effective July 1, 2025) and wage increases of 4% (effective January 1, 2026), 3% (effective January 1, 2027) and 3% (effective January 1, 2028).

**Staff Comments**

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As a multi-year contract, this item requires two passages. The City Council will be voting on first passage on July 2, 2025. If successful, public hearing and second passage will take place on August 6, 2025.

Action: Recommend for passage

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City Manager**Introduced for:** New Business



**CITY OF BATH**

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Date:

Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union

Be it ordained by the City Council of the City of Bath that, pursuant to the requirements of §1102 of the Charter of the City of Bath, a bargaining agreement by and between the City of Bath and the Professional Fire Fighters of Bath, IAFF Local 1611, Bath Firefighters Union, commencing July 1, 2025, and extending through June 30, 2028, is approved and the City Manager is authorized to execute said contract on behalf of the City of Bath.

**UNION CONTRACT**  
**CITY OF BATH**  
**and**  
**PROFESSIONAL FIRE FIGHTERS OF BATH, IAFF Local 1611**  
**BATH FIREFIGHTERS UNION**

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## ARTICLE 1 PREAMBLE

**Section 1:** This Agreement is entered into by and between the City of Bath, Maine, hereinafter referred to as the “City” and/or the “Employer”, and the Professional Fire Fighters of Bath, IAFF Local 1611, hereinafter referred to as the “Union” and jointly referred to as the “Parties”. Pursuant to the provisions of Title 26 M.R.S. Chapter 0-A, Section 961 et. Seq. [Referred to as the Maine Public Employees Labor Relations Act]he Public Employee Labor Relations Act (RSA, Chapter 273-A), the parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

## ARTICLE 2 UNIT RECOGNITION

**Section 1:** The City recognizes that the Union, IAFF Local 1611 represents the Firefighters Bargaining Unit and the Captains Bargaining Unit. In addition, the City agrees to recognize any and all elected, appointed and/or designated Officers, Staff or other designated representatives of IAFF Local 1611 as representatives of this unit as determined by the President of IAFF Local 1611 and/or their designee.

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The point of contact for the City shall be the Fire Chief or their designated representative unless otherwise agreed to in this Agreement. The point of contact for the Union shall be the President of IAFF Local 1611 or their designated representative unless otherwise agreed to in this Agreement.

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**Section 2: Firefighters Bargaining Unit:** The City recognizes the Union as the exclusive bargaining agent and/or representative for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and other mandatory subjects of bargaining of all City of Bath employees included in the bargaining unit certified by the Public Employee Labor Relations Board on March 11<sup>th</sup>, 1966 as outlined below:

**Included:** All full-time Fire Firefighters of the Bath Fire Department employed by the City of Bath.

**Excluded:** The Fire Chief, the Deputy Chief, the Captains and all other employees employed by the City of Bath are not included in this Unit.

**Section 3:** Individual employees of the bargaining units described herein are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit respect and confidence of the general public.

**Section 4:** The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual's race, color, sex, sexual orientation, physical or mental disability, genetic pre-disposition, religion, age, ancestry or national origin, condition of handicap, or other legally protected category, except where based on a bona fide occupational qualification.

**Section 5:** The City agrees that it will not enter into any individual or collective agreement with any unit employee[s] covered by this agreement in conflict with the collective bargaining agreement or other mandatory subjects of bargaining.

### **ARTICLE 3 EMPLOYEE RIGHTS & RESPONSIBILITIES**

**Section 1:** Unit Employees included in the Firefighters Unit and the Captains Unit that are covered by this Agreement shall have the right to join, or refrain from joining, the Union. No member of the Union shall be favored or discriminated against, either by the City or by the Union, because of membership or non-membership in the Union. The individual members of the Bargaining Unit are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

**Section 2:** The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

**Section 3:** The work to be performed by members of the Fire Department shall consist of firefighting, minor maintenance of building and grounds, minor repairs of apparatus, participation in training, operation of any ambulance service which the City of Bath may elect to provide, and anything the Chief of the Fire Department may prescribe pertaining to the Fire Department that is not in conflict with this Agreement.

**Section 4: Residency:** The City of Bath shall not impose a geographical residency requirement upon any unit employees.

**Section 5: Probationary for Unit Employees:** All new unit employees will be placed on probationary status for one [1] year from date of hire. Any employee while in the probationary status may be terminated at any time during the probationary period with or without cause and such personnel actions are not covered under Article 10 of this Agreement until they have successfully completed their one [1] year probationary period. Probationary employees however may elect to become members of the Union after they have completed six [6] months of their probationary period and will be covered by the terms and conditions of the Agreement except as outlined in this section.

**Section 6: Promotions: Qualifications for Firefighter/EMTs and Firefighter/Paramedics are listed in their job description; Appendix A of this Agreement. Qualifications for Captains are listed in the Captain's job description; Appendix A of the IAFF Local 1611 Captain's Unit Collective Bargaining Agreement.**

#### **ARTICLE 4 MANAGEMENT'S RIGHTS**

**Section 1:** The City shall have the exclusive right to hire, promote, demote, transfer, make regulations for safety of employees, increase or decrease the work force, suspend or otherwise discipline and discharge for just cause any employee of the Fire Department and to make and enforce rules and regulations governing the conduct and the work of its employees as are not specifically inconsistent with the provisions of this agreement. The within enumerated rights are solely vested in the City, subject to the provisions of the City Charter and Rules and Regulations adopted pursuant thereto and subject to the provisions of this Agreement.

**Section 2** The City shall notify the Union in writing of any proposed changes to personnel policies, practices and/or matter affecting the working conditions of unit employees at least fourteen [14] working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall notify the City within ten [10] days to respond to the proposal and normally four (4) days when the proposal has a direct and immediate impact on public or employee safety.

**Section 3:** The City agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, race, color, sex, sexual orientation, physical or mental disability, genetic pre-disposition, religion, age, ancestry or national origin, political affiliation, or any other legally protected category.

**Section 4:** The City shall indemnify and hold harmless (within the limits of the City's insurance and as prescribed by law) for loss or damage, all unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of their job responsibilities.

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**Section 5:** Wherever this Agreement refers to City Manager or the Fire Chief, it shall be understood that such terms shall include any lawful designee acting in the place of the Fire Chief and/or the City Manager, including, but not limited to, duly appointed assistants.

#### **ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES**

**Section 1:** The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in both the Firefighters and Captains Units. The Union is responsible for representing the interests of all unit employees in these Units without discrimination and without regard to labor organization membership. However, nothing in this Agreement shall be so interpreted as to require the Union to represent a bargaining unit employee in processing a grievance, or to continue to represent ~~them~~, if the Union considers the grievance to be invalid or without merit.

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The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, race, color, sex, sexual orientation, physical or mental disability, genetic predisposition, religion, age, ancestry or national origin, political affiliation, or any other legally protected category.

**Section 2:** The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Fire Department, the City or the City and one or more employees in the unit or their representatives concerning any grievance or any examination of an employee of the unit by a representative of the City or the City in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation. In the event the Employee opts out of having a Union representative present during the meeting for any reason, including, but not limited to the information is personal and/or confidential, the City representative in attendance at the meeting will keep the Union apprised of any action which directly impacts this agreement. If a union representative is not given the opportunity to be present during the meeting because the employee has opted out of having the union present, any resolution shall not be cited as precedential by either the Union or the City unless said resolution is mutually agreed to by the City, the Employee and the Union.

**Section 3:** The City agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the City a list of officers/appointments within 30-days after changes made.

**Section 4:** The City agrees to provide a bulletin board for the Union in the Central Fire Station for official union business.

**Section 5:** It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job to promptly and expeditiously perform their representational and Union duties and responsibilities on behalf of their bargaining unit members they represent. Authorization for utilizing official time must be obtained from the Fire Chief prior to any Union official utilizing official time. Additional time may be authorized by the Fire Chief as needed.

**Section 6:** The Union may continue to conduct its business, including the conduct of Union meetings, at the fire station. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department. The Union agrees to notify the Fire Chief of the Dates/Times of the Union Meetings once such meetings have been scheduled. The parties agree that these meetings will not interfere with any emergency response of the Department. The regular monthly meeting shall not require advance approval of the Fire Chief; however, it may be cancelled by the Fire Chief within twenty-four (24) hours' notice. Any other meeting requires at least twenty (24) hours' notice, and with the advance approval of the Fire Chief, said approval will not be unreasonably withheld.

**Section 7:** The Union agrees that the Union, its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

**Section 8: Union Dues Deduction:** The City agrees to deduct Union dues and other voluntary contributions from the paycheck of any unit employee who submits a signed authorization form. Said deductions shall be remitted to the Union treasurer with a list of contributors on or before the 15<sup>th</sup> day of the following month and every month thereafter.

- a. The Union agrees to promptly refund to the City of any union dues amounts that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and save the City and the City harmless against any and all claims, demands or grievances by any bargaining unit member or ~~their~~ personal representatives as a result of paycheck deductions by the City in reliance upon payroll deduction authorizations submitted by the Union to the City.

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## **ARTICLE 6 LABOR ~ MANAGEMENT PARTNERSHIP**

**Section 1:** The Parties agree to establish and maintain a "Labor Management Relationship" that will open a new era where the Union, the City, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Bath. Furthermore, the Parties agree to implement this Relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a Quality Labor-Management Relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a Labor-Management Partnership Committee as outlined in Appendix B of this Agreement.

## **ARTICLE 7**

## **PERSONNEL FILE**

**Section 1:** The City shall maintain a personnel file on each unit employee. Personnel files are confidential and are the property of the City and will be under the control of and maintained by the City Manager and/or their designee.

**Section 2:** All commendations, promotions, reprimands, complaints, disciplinary notices/actions, and other documentation that impacts employment of an employee, their grade, rate of pay or condition of employment shall be placed in their personnel file. A copy of each such item placed in their personnel file shall be given to the employee, who shall be required to sign the file copy. Such signature indicates only that the employee has seen the document. The employee may file a response to any such document normally within five (5) days of receipt of the document and have it attached to the file copy.

**Section 3:** Each full-time employee shall have the right to inspect their own personnel record upon written request and by arrangement with the City Manager or their designee. Reasonable access will be provided during normal work hours of the City offices.

**Section 4:** All discipline infractions and penalties will be placed and maintained in an employee's official personnel file. However, for progressive discipline purposes, the parties agree that the *Shelf-Life* for the disciplinary actions taken against a unit employee will not normally be considered and/or used for any future disciplinary actions as follows:

- a. Written Warnings (defined as documentation of an oral warning) will not be considered and/or used to support any additional disciplinary actions if the shelf life of the written warning is more than twelve [12] months old from the date of its occurrence, provided that no further infractions occur.
- b. Written Reprimands and Suspensions will not normally be considered and/or used to support any additional disciplinary actions if the shelf life of the written reprimand or suspension is more than thirty-six (36) months from the date of its occurrence, provided no further infractions occur, unless the Parties agree otherwise.

## **ARTICLE 8 SENIORITY**

**Section 1:** Fire Department seniority for Firefighters shall be determined by continuous service in the Bath Fire Department calculated from their last date of employment [hire] as a full-time, sworn Firefighter. Continuous service shall be broken only by resignation, discharge, retirement, or layoff.

**Section 2:** The Fire Chief shall establish a seniority list and it shall be brought up to date on the first day of January of each year and posted at the Bath Fire Station

bulletin board. A copy of the seniority list shall be E-Mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported to the Chief of the Fire Department, in writing via E-mail, within ten (10) days following the posting of such list.

## **ARTICLE 9 GRIEVANCE/ARBITRATION PROCEDURE[S]**

**Section 1:** A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the City, the Union and/or any bargaining unit employee[s] relating to this agreement, and Fire Department or Personnel Policies impacting mandatory subjects of bargaining.

**Section 2:** Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 1611. In addition, the Union shall have the right to be present at any meeting between the City, the City, the Fire Chief and the aggrieved employee[s] filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered and/or settlement agreement made by the any Employer representative throughout the grievance process.

**Section 3:** Except in the case of disciplinary actions, individual identical grievances may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of the parties. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance[s].

**Section 4:** A grievance will be considered timely if it is submitted within twenty-eight (28) calendar days from the date of the incident out of which the grievance arose or within twenty-eight (28) calendar days of the date the grievant became aware of the incident.

The grievance must be presented in writing and contain a precise description of the grievance [who, what, where, when, how] with enough information contained therein to identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Fire Chief, or the City has discretion which is alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence [documentary, if available] to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

**Section 5: Informal Grievance Process:** Prior to filing a formal grievance under Section 6 below, the aggrieved party (or parties), a union representative, the Fire Chief, or ~~their~~ designee, may meet informally on a date/time that is mutually

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agreeable to the parties in an effort to address the concerns/issues raised and resolve them if possible. Should the parties be unable to resolve the concerns, the formal written grievance will be advanced to Step 1 of this procedure. The informal process may be waived by mutual agreement of the parties.

**Section 6: Grievance Procedure:**

**Step 1:** An employee[s]/Union who claims to have a grievance shall present it to the Fire Chief in writing as outlined in Section 4 above. The Fire Chief shall meet with the parties to resolve the grievance within ten [10] calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, ~~they~~ shall so inform the grievant and ~~their~~ representative at this meeting and refer them to Step 2 of the grievance procedure.

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If the resolution of the grievance is within the Fire Chief's authority to resolve, ~~the Chief~~ shall render a decision in writing within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee[s]'s representative.

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**Step 2:** If the Fire Chief's decision is unsatisfactory, the employee/Union may, within ten [10] calendar days after receipt of the Step 1 decision, forward it to the City Manager for action. The City Manager shall convene a meeting with the parties within ten [10] calendar days after receipt of the grievance. The City Manager shall render a decision in writing, within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee's representative.

**Step 3:** If the City Manager's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 hearing, the Union may, within fourteen [14] calendar days of the Step 2 response, the parties within ten (10) calendar days after the notice requesting arbitration, shall attempt to select a mutually agreeable arbitrator. If the parties fail to agree on the arbitrator, then the matter shall be submitted to the Maine Labor Relations Board for appointment of a single arbitrator.

**Step 4: Arbitration Procedure:** The arbitrator shall confine ~~themselves~~ to the issue[s] raised during the grievance as submitted during Step 3 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

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**Section 6: Miscellaneous:**

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
- c. Failure of the Fire Chief, City or the Select City or its representative to render a decision within the specified time shall be construed as denial of the grievance.
- d. Time limits outlined in this article may be extended by written mutual consent of the parties.
- e. Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

#### **ARTICLE 10 DISCIPLINARY ACTIONS**

**Section 1:** The parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance and maintain discipline and morale among other Fire Department employees.

**Section 2:** The Fire Chief or City Manager, or their designee may bring any violation of this Agreement or Fire Department/City personnel policy and/or practice, including but not limited to, behavior or performance issues, or other concerns related to upholding the Department's practices and procedures. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

**Section 3:** Notwithstanding the Fire Chief's or designee, ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:

- (a) Written Reprimand
- (b) Suspension without Pay
- (c) Demotion
- (d) Discharge/Termination

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into

consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Fire Chief or the City, subject to the employee's right to grieve the disciplinary actions pursuant to the provisions of Article 10 of this Agreement.

Nothing in this article prohibits the parties on a case-by-case basis agreeing to an alternate disciplinary action to correct the personnel infraction being alleged.

**Section 4:** Prior to initiating disciplinary action, the following procedures will normally be followed:

- a. If the Fire Chief/City contemplates the suspension or termination of an employee, they may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Fire Chief/City will issue a written notice of the alleged offense and proposed discipline within fourteen (14) calendar days, unless extended by mutual agreement of the parties. .
- c. A pre-action investigation or inquiry may be necessary to determine the facts. Part of this investigation may include a discussion with the affected employee and others having information about the incident.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, to obtain union representation. In the event obtaining union representation may exceed five (5) calendar days, the employee shall notify the City and the parties will determine a mutually agreed upon time by which point union representation will be obtained. During this delay no further questioning of the employee will take place.
- e. The employee or their designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation.
- f. The Fire Chief/City will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner.
  - 1) If an employee is subsequently suspended, they shall be notified in writing of the effective date[s], reason[s], the duration of the suspension and shall contain a statement reminding the employee of their rights under the grievance procedure outlined in Article 9 of this Agreement. During the

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period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

2) If the employee is subsequently discharged, they shall be informed of the reason[s] for discharge and of the effective date of the discharge taking place. Said notice shall also contain a statement informing the employee of their rights of appeal under the grievance proceedings as set forth herein.

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**Section 5:** All disciplinary actions shall become a part of the employee's official personnel file and shall be may be used for progressive discipline purposes pursuant to Article 8 of this Agreement. If no disciplinary action is sustained against the employee, all reference to such action will be withdrawn from the employee's official personnel file.

#### ARTICLE 11 LAYOFFS & REDUCTION IN FORCE

**Section 1:** In the event the City determines it is necessary to layoff personnel in the Fire Department, unit employees shall be laid off according to seniority qualifications.

**Section 2:** In the event of a reduction in force [layoff] of a Captain's position, the laid off Captain will return to a Firefighters position and the least senior Firefighter will be laid off. Should a future Captain's vacancy occur after the layoff, the laid off Captain will be promoted to fill that vacancy and their seniority restored.

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**Section 3:** All employees shall be given a thirty ~~(30)~~ calendar day written notice prior to layoff, absent extenuating circumstances.

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**Section 4:** In order for laid-off employees to be considered for recall, they shall maintain their minimum level of certifications. During the two (2) year layoff period, the laid off employee will be kept on the Fire Department roster for purposes of maintaining appropriate licensure. Laid-off employees shall be recalled in reverse order of layoff. The recall period shall be twenty-four [24] months from the effective date of the layoff. Notice of the recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the City Manager with the employee's current mailing address. The employee shall have fourteen [14] calendar days from the first attempt by the post office to deliver the certified letter to inform the City Manager, in writing, of their intent. No new employees will be hired until all unit employees on layoff have been given the opportunity to return to work.

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**Section 5:** Laid off employees shall be given hiring preference for any Unit and/or City vacancies if the employee is qualified] for two [2] years from the date of the layoff.

**Section 6:** If an employee is laid-off, ~~they~~ shall be paid all accrued and unused, vacation and holiday pay in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within one [1] year of layoff, ~~they~~ shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in this agreement.

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## ARTICLE 12 HOLIDAYS

**Section 1:** In view of the necessity of staffing the Fire Department over the course of normal holidays, which are holidays recognized and adopted by the federal/state government, and the City, unit employees shall receive either additional time off or pay at the rate of one hundred thirty (130) hours per year

**Section 2:** The choice between time off and holiday pay shall be at the option of the employee. The pay/time off shall accumulate in arrears at the rate of one hundred thirty (130) hours. New employees begin accruing at their start date, at a rate of 10.83 hours per month. If the employee elects to be paid for the hours or any portion thereof, pay shall not be required until after the fifteenth day of the first month of the fiscal year. If the employee intends to take the hours as time off, ~~they~~ shall be required to make that election on or before the first day of the last month of the fiscal year. Employees shall provide at least twenty-four (24) hours' notice to use holiday time or holiday time may be denied if the overtime is unable to fill the vacancy. If no election is made to take the accrued hours as time off, then the employee shall be paid the balance of hours before the last day of the last month of the fiscal year. Where compensation is elected, it shall be paid at the hourly rate of time & one-half of the employee's hourly rate

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## ARTICLE 13 VACATION, SICK AND MAINE EARNED PAID LEAVE

**Section 1: Annual Leave [Vacation Leave]:** Vacation annual leave shall be granted to all unit employees on an annual accrual basis. Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date. Vacation leave can be utilized in increments of one (1) hour.

- a. Bargaining unit employees eligible for annual leave shall accrue their leave as follows:

After six (6) months of service, twenty-four (24) ~~hours~~

After one (1) year of service, ~~ninety-six (96) hours~~

After two (2) years of ~~service~~, one hundred ~~and~~ twenty (120) ~~hours~~

After five (5) years of ~~service~~, one hundred ~~and~~ forty-four (144) ~~hours~~

~~After ten (10) years of service, one hundred and sixty-eight (168) hours~~

After fifteen (15) years of ~~service~~, one hundred ~~and~~ ninety-two (192) ~~hours~~

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After twenty (20) years of ~~s~~service, two hundred ~~and~~ forty (240) ~~h~~hours  
After twenty-four (24) years of service, two hundred ~~and~~ eighty-eight  
(288) ~~h~~hours

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- b. Unit employees may carry for use in the following year an amount of Vacation Leave accrued in that year. Vacation Leave shall accrue on the employee's anniversary date of hire as a Bath FD employee.
- c. All vacation leave requires the approval of the Fire Chief and/or ~~their~~ designee. Vacation leave requests shall not be unreasonably denied. Only one (1) member from each Unit may be on vacation at a particular time.
- d. Upon termination or at the end of the employee's employment with the City of Bath, unit employee[s] shall be paid, at ~~their~~ base rate for all unused vacation leave at the time of separation.

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**Section 2: Sick Leave:** Unit employees will accrue sick leave at a rate of ~~14~~ hours each full calendar month of service and may accumulate up to ~~1392~~ hours of sick leave. Unit employees will be permitted to use sick leave from the beginning of employment. Any time used in arrears will be deducted as it accrues for any new employees with up to two years of service, and at a maximum of 96 hours.

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- a. Sick leave may be granted for and used for personal non-service-connected mental or physical injuries, illness, or diseases.
- b. A maximum of 48 hours can be used to care for immediate family members that include spouse, children, stepchildren, mother, father. Additional time may be granted at the discretion of the Fire Chief.
- c. Sick leave shall also be available for medical appointments; however, they shall be scheduled for off-duty time whenever possible. When scheduled during duty time, the period of sick leave will be the period of transportation to the medical facility, the appointment itself, and return travel to the station.

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An employee will be paid an amount equal to wages for 25% of their accrued sick leave hours upon the date of separation if retiring or separating in good standing, and if the employee has reached age 60 or 20 years of full-time employment. In the event of the death of an employee, that amount shall be paid to the estate.

**Section 3: Procedure for Requesting & Utilizing Sick Leave:** An unplanned single-shift absence is an unexpected physical or mental illness, injury, or disease which prevents and employee from performing the essential functions of their job or that compromises their health and safety or that of their colleagues or the public. Employees of the Fire Department may not be paid sick leave unless they notify their Duty Officer the night before the employee's shift, but normally no later than 6:00 A.M. on the day of the shift, absent extenuating circumstances. At the time of the sick leave request, the employee must provide information to the Duty Officer to complete the Leave Request Form. The employee should complete and sign a Leave Request Form as soon as possible but no later than the next shift or upon their return to work and submit it to the duty officer.

**Section 4: Medical Certification Requirement:** The City may require a unit employee to provide a medical certificate from their Medical Care Provider [MCP] upon returning to work for absences of two [2] or more consecutive shifts (based on the member's regular schedule). Pending receipt of such medical certification, the City may withhold approving the use of the employee's sick leave until the medical documentation is provided.

**Section 5: Sick Leave Misuse:** The Parties encourage unit employees to utilize their accrued sick as outlined in this agreement to ensure that employees have adequate sick leave to utilize for covered injuries, illnesses, and care of their family members. To this end, the Chief, or designated representative may review the sick leave records of unit employees from time-to-time to determine if there are potential patterns of sick leave misuse. Such patterns of such sick leave misuses may include but are not limited to the following:

- 1) The firefighter uses sick days as soon as they are credited to them.
- 2) Use of sick leave the shift before or the shift after scheduled vacation, floating holidays, or swaps.
- 3) Use of sick leave on the days for which leave had been previously requested but denied.
- 4) Use of sick leave on a particular day of the week.
- 5) Use of sick leave which corresponds to an undesirable work assignment.

If the Fire Chief or their designee finds evidence of sick leave misuse, disciplinary action may be imposed pursuant to Article 10 of this Agreement. Absent gross misuse or misconduct, the first offense will not result in disciplinary action above a written warning. However, subsequent offenses may result in further disciplinary actions up to and including termination of employment.

**Section 7: Maine Earned Paid Leave Act:** Use of leave pursuant to this article is intended to comply with Maine's Earned Paid Leave law which takes effect on January 1, 2021 and any future revisions. The parties acknowledge that the provisions of this article, in addition to other available time off in this Agreement, including but not limited to holiday and bereavement, provide a greater benefit than the law requires. Time off used and requested will be applied to the appropriate accrual. In the event that the request for time off needed does not clearly fall into one of the permitted leaves provided by this Agreement, and is otherwise time off permitted by MEPL, leave will be deducted from vacation/sick time and can be taken in one hour increments. The first forty (48) hours of any leave taken at the beginning of each year, will be designated as MEPL.

**ARTICLE 14  
OTHER ABSENCES AND LEAVE**

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**Section 1: Bereavement Leave:** Bereavement leave (with pay) of up to two (2) consecutive shifts, shall be granted to a unit employee[s] in the event of a death in their immediate family and twelve (12) hours for the death of other relatives. Should a unit employee have a good faith reason to take this bereavement leave in non-consecutive shifts, the employee may submit a written request to the Fire Chief and/or designated representative for review and approval. Such requests will not be reasonably denied.

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For the purpose of this Section, **Immediate family** is defined as spouse, children, stepchildren, parents, brothers, sisters, stepparents, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, and grandchildren of the employee. **Other relatives** is defined as grandfather (in-law), grandmother (in-law), great grandfather (in-law), great grandmother (in-law), brother-in-law, sister-in-law, uncle, aunt, spouse's uncle and aunt, great aunt and uncle, spouse's great aunt and uncle, first cousin and spouse's first cousin.

In the event the unit employee is on paid vacation at the time of the death of a relative, the bereavement leave will not be charged against your vacation credit. Additional vacation or sick leave may be granted to compensate for those days used as bereavement leave.

**Section 2: Military Leave:** The City supports all of its employees who continue to serve in the military and commits to ensure all employees are supported in their service to our nation. The City will not discriminate against any employees who serve in the military and will follow all state and federal laws to ensure they are supported in their service.

**Section 3: Jury Duty:** The City considers it a civic duty to serve on a jury when summoned. In the event a full-time employee is selected to serve as a juror, during a regularly schedule shift, the City agrees to pay the difference between that employee's City salary and their jury stipend exclusive of mileage which the employee receives from the Court. The employee must also produce a written statement from the appropriate court/ public officials showing the date and time served and the amount of pay received.

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When serving on a jury, the employee is expected to call their Department Head daily to advise them of their status. In addition, the employee is expected to return to their job if excused from jury duty during their regularly scheduled shift.

**Section 4: Family Medical Leave:** The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. The FMLA will be administered in accordance with state and federal law.

**Section 5:** The City Manager may, at their discretion, grant permanent members of the Fire Department a leave of absence. During a firefighter's term of employment, the Employee may, at the discretion of the City Manager, be granted

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multiple leaves of absence; however, the term of any such leave or consecutive leaves, shall not exceed one year. During such leave of absences granted by the City Manager, such member shall retain all rights of seniority, but all other benefits shall be suspended.

The employee, however, may continue insurance benefits at their own expense. Family and medical leave may be taken in accordance with the provisions of applicable State and Federal law. During the course of such leave, medical benefits shall continue but all other benefits shall be suspended.

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**Section 6: Trading of Time:** Trading of Time [Shift Swaps] maybe exchanged between any member of the BFD at the discretion of and approval of the Duty Officer in charge. The City assumes no liability or responsibility for managing, tracking or paying for any work swaps.

**Section 7: Maine Paid Family Medical Leave:** The Maine Paid Family and Medical Leave Law (PFML) and related payroll withholdings will begin on July 1, 2025. The PFML contribution per employee is 1% of an individual's wage rate, which is split equally between the employee and the City. PFML Benefits are scheduled to become available on May 1, 2026, and the City will follow all PFML program requirements. If statutory law changes affect the benefits or costs outlined in this agreement, both parties agree to amend the agreement to comply with said changes.

## ARTICLE 15 HOURS OF WORK AND OVERTIME

**Section 1: Hours of Work:** The regular work week for unit employees shall consist of an average of forty-two [42] hours per week based on a twenty-eight (28) day work period. Work shall be performed on the basis of one [1] twenty-four [24] on duty followed by three [3] twenty-four [24] days off duty with shifts to change at 0700 hours.

**Section 2: Overtime:** The City may require unit employees to work beyond the end of their scheduled shift and in addition to their regular 42-hour work week for public safety reasons. Overtime is defined as time worked over forty-two [42] hours a week. Overtime shall be paid at the rate of one and one-half [1 ½] times the employee's hourly rate for "all" hours worked over 42 hours per week.

**Section 3:** No employee shall work overtime unless authorized by the Fire Chief and/or their designee.

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**Section 4: Recall Back:** Off duty bargaining unit members responding to a call back, mandatory training, sick leave replacement or vacation leave replacement shall be paid at overtime rates for the time actually on duty. For call back a minimum of three (3) hours will be guaranteed. Each call back shall continue until relieved and if a subsequent call back shall occur after the member has been relieved, then that second or subsequent call back shall be subject to the three (3)

hours minimum. Responder(s) to a call back shall be required to report to the station within fifteen (15) minutes of accepting the call back.

**Section 5: Scheduled Meetings/Training:** All unit employees shall attend mandatory training when scheduled by the Fire Chief. The Fire Chief shall provide a forty-five (45) days written notice to the Union President of the training that is being scheduled. If mandatory training is scheduled during a period of time that a unit employee is previously scheduled for vacation leave, the unit employee will be afforded an opportunity to make-up any training missed upon their return to work.

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**Section 6:** If the City establishes a day shift, or if vacancies occur on the shift, existing members of the Department will be given the first opportunity to volunteer for the shift. The day shift will be staffed initially with new employees, to the extent that volunteers among current employees are not available. If a vacancy occurs in the twenty-four (24) hour shift, and the City elects to fill the vacancy, any day shift employee shall have the opportunity to change to the twenty-four (24) hour shift based on seniority.

**Section 7: Acting Out of Rank:** Unit employees may perform temporary service in a Captains position where the Captain is out for five (5) consecutive shifts. The unit employee filling in for a Captain shall be compensated at the probationary Captains hourly rate.

**Section 8: Forced Overtime.** Anytime the City sees fit to hire staffing that creates overtime and that time is not filled after making every attempt to use the current overtime procedure a member may be forced into work based on the following process:

- A second forced overtime book will be kept by the union. This book will be inverted from the current overtime book with the lowest person with seniority on the top. Hours will start at zero and then added as forced overtime is filled.
- The member with the lowest seniority and lowest amount of accrued forced overtime will be forced first. All possible attempts will be made to make contact with that person.
- The person being forced must be able to start working within one hour of being summoned for the forced overtime.
- The City shall hold over the junior person or a volunteer from the previous shift until the position is filled.
- During said time someone is forced every attempt will still be made to find coverage for the shift by the person that was forced in on overtime.

**Section 9: All Hands.** When the department is faced with an actual or impending emergency that requires additional personnel for preparation and/or mitigation, the Fire Chief or their designee shall have the authority to implement All Hands for emergency personnel.

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**Section 10: Mandatory Emergency Call Back.** All permanent members of the Department will be required to respond to the Department for work assignment in emergency situations when such work assignment is necessary, at the discretion of the Chief or Deputy Chief. An emergency situation is defined as a situation actual or immediately threatened, which by its nature or magnitude is beyond the ordinary demands of the Department as normally staffed. Employees on approved leave will not be required to respond. If an employee is otherwise unable to respond, absences will be excused at the discretion of the Chief or Deputy Chief.

**Section 11: Minimum Staffing:**

**Section 1.** The Bath Fire and Rescue Department will be staffed with a minimum of four (4) members covered under the Firefighters CBA each day. Should the need for overtime arise, it will be handled through overtime procedures already in place following the staffing matrix agreed upon by Labor Management. This Article does not change the emergency callback procedures or limit the City's ability to hire additional personnel, utilize emergency recall or holdovers.

**Section 2.** In the event the City experiences financial constraints or budgetary shortfalls that necessitate a reduction in fire department staffing, the Employer reserves the right to modify daily staffing levels accordingly. Any such modification shall only occur upon the issuance of a written notice to the Union at least sixty (60) calendar days in advance of the effective date of the proposed staffing reduction. The Employer agrees to meet and confer with the Union upon request during this notice period to discuss the impact of any proposed staffing changes. The City will restore this minimum staffing to the fire department as soon as possible.

**ARTICLE 16  
HEALTH AND SAFETY**

**Section 1:** The City will continue to assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rules or regulation. The Union agrees to cooperate with the City by encouraging unit employees to work in a safe manner and wear protective clothing and equipment prescribed by the City and to report observed safety and health hazards to the City in accordance with applicable procedures.

**Section 2: Station Uniforms:** The City will continue to provide unit employees with the basic clothing and uniform items pursuant to Fire Department's Standard Operating Procedure 100.7 dated November 4<sup>th</sup>, 2019, as may be amended by LMC from time to time.

- a. The City shall provide a uniform allowance of eight-hundred dollars (\$800.00) per employee per year commencing July 1, 2021 (only 10% of the uniform allowance shall be used for socks and underwear). There shall also be a stipend of seventy-five dollars (\$75.00) per year per employee for replacement or personal items lost or damaged during the course of employment.

The Parties agreed that unit employees may wear an IAFF pin on their Fire Department Uniforms, may display a Maltese cross union insignia on the left chest of T-Shirt(s), and may wear IAFF T-shirts while in a duty status. These item[s] shall not be maintained by the Employer.

- b. Unit Employees will be authorized to wear Specialty T-Shirts for Red Shirt Friday, Breast Cancer Awareness Month and/or other Specialty T-Shirts as mutually agreed to by the Parties.

**Section 3: Personal Protective Clothing:** The City shall continue to furnish and thereafter maintain at no cost to the employee all personal protective clothing and equipment necessary to preserve and protect the safety and health of the employees while performing their duties and responsibilities and meeting the BFD Mission pursuant to the applicable NFPA Standard(s). This section does not apply to the items outlined in Section 2 above and/or BFD SOP 100.7 unless as otherwise agreed to by the Parties.

**Section 4: Medical Surveillance Program:** Each unit member on an annual basis shall be required to undergo a physical examination to be performed by the City's preferred occupational health provider, and at the expense of the City. The examination shall cover the following: Comprehensive Medical History, Vision Testing, Lifting Assessment, Modified Endurance Assessment, Grip Strength Testing, Flexibility/Agility Assessment, Full Systems Physical (with the exception of prostate and GYN), Pulmonary Function Testing, Tuberculosis Testing, Laboratory Blood Testing with focus on Cholesterol, Attention paid to physical condition and fitness program. The examination shall also include testing for Hepatitis C, and a Hearing Test. The parties, through the Labor Management Committee, will consider options for baseline cancer screening for unit members.

If the result of the examination determines that the employee is not in their opinion fit for duty, the employee may seek a second examination by their personal care physician or specialist, and if certified by the physician or specialist as capable of returning to work at full duty, may return to regular duty with a written certificate addressing the issues for which the employee has been deemed unfit for duty.

All medical records shall be kept confidential by the employer and will not be released without the written consent of the employee.

**Section 5: Fitness Initiative:** The Labor-Management Committee will develop, implement, and maintain a “Fitness Program” based on the principles of the IAFF/IAFC Joint Labor Management Wellness/Fitness Program. The program will be mandatory for unit employees, part of the employee’s daily work assignments and prior to beginning the program, each unit employee must have taken a physical examination as specified in this article before beginning the fitness program. The fitness program shall include a baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed by determination of the Peer Fitness Trainer. To this end, the parties have agreed to create and maintain a Bath Fire Department’s Fitness Initiative for Fire Department employees.

**Section 6: Physical Agility Test [PAT]:** As part of the Fitness Initiative, the Labor-Management Committee will create and maintain a yearly Physical Agility Test (PAT) for unit employees. The PAT will be mandatory for unit employees and non-punitive. The purpose of the PAT will be to evaluate the employees progress in their respective Fitness Plan.

a) **Physical Agility Test Components may include but are not limited to the following:**

- Stair Climb
- Hose Drag
- Equipment Carry
- Ladder Raise & Extension
- Forcible Entry
- Search
- Rescue
- Ceiling Breach & Pull

b) The PAT is a pass/fail test based on a validated maximum total time as defined by the LMC.

c) No standards established will be discriminatory and the standards set are minimum standards.

d) Should an employee have a physician confirmed condition or injury that prohibits ~~them~~ from completing one of the standard components of the assessment, an alternative test may be used. This alternative and the minimum standard for the alternative test shall be determined by mutual agreement between the Union and the City.

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e) Should an employee fail to meet the standards set forth above or any revision of those standards, the employee shall be reevaluated by a certified Wellness/Fitness Coordinator to determine if current fitness initiative is appropriate. The employee will have the opportunity to retake the PAT in six (6) months.

f) If the employee fails the PAT at the 6-month retake point, the employee will again be reevaluated by a certified Wellness/Fitness Coordinator to determine what other adjustments maybe be needed to the employee's fitness initiative. The employee will be permitted to retake the PAT at the end of the year and prior to their annual physical. If at the end of one (1) year the employee is unable to pass the PAT or the AEPT, as part of their annual physical, the Medical Care provider will determine the employee's fitness for duty.

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## ARTICLE 17 BENEFITS & WAGES

**Section 1: Wages:** The wage scale for bargaining unit employees is outlined in Appendix C of this Agreement. The Employees shall be eligible for step increases based on time-in-grade from the anniversary of their employment. The pay period for unit employees shall be a two-week period.

**Section 2: Retirement:** The City agrees to provide the Maine Public Employees Retirement System program which allows retirement of firefighters after twenty-five (25) years of service at two-thirds (2/3) pay regardless of age. The employees' and employer's contribution shall be as determined by the Maine Public Employees Retirement System.

**Section 3: Health Insurance:** Effective January 1, 2018, the City agrees to participate in the cost of health insurance by offering the Maine Municipal Employee Health Trust's Katahdin Plan, or a MMEHT equivalent. The premium cost of the policy coverage selected by the employee (i.e. single, family) shall be divided between the employee and the employer with the employee assuming fifteen percent (15%) of the premium cost and the employer assuming eighty-five percent (85%) of the premium cost.

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In addition, the City of Bath will provide a back-loaded Health Reimbursement Arrangement (HRA) at the rate of eighty percent (80%) of the deductible and co-insurance expenses as defined by the Anthem Plan for each employee enrolled in the City's health Insurance Program.

**Section 4: Unit Employee Training Allotment:** For the purpose of providing additional Firefighter and EMS training and educational opportunities for unit members, the City agrees to set aside, the sum of Five Hundred Dollars (\$500.00) per-employee.

**Section 5: Lateral Entry:** The City may give credit to new hires for prior full-time fire and emergency medical services experience for the purpose of determining their initial wage and vacation level, provided they have their pro board firefighter 1&2 and minimum AEMT license. The new hire will be hired at the applicable City's Wage Scale at a step level reflecting all or a portion of their

prior experience up to, but not beyond, the ten (10) year step. This shall be done on the recommendation of the Fire Chief and shall be subject to the approval of the City Manager. Prior non-Bath experience shall have no effect on the seniority of the member.

## **ARTICLE 18**

### **TRAINING PROGRAM**

**Section 1.** The City allows a 2-year period for newly hired EMTs to become certified as AEMT, and newly hired paramedics to become certified in Firefighter I & II. Paramedics without this certification will stay at the paramedic probationary wage level until certification is achieved. After certification at the required level, they will receive the salary level based on their years of service from their anniversary. The wage adjustment is not retroactive.

**Section 2.** Employees will be paid their regular base wage if they must attend A-EMT or Firefighter I or II level certification classes on scheduled duty days. Employees will not be required to use leave time or obtain coverage for hours in class and traveling to or from class but must work the remaining shift hours before and after. Employees shall be subject to limited overtime, ambulance call back and swaps, based on advance level coverage until certification is obtained.

**Section 3.** The City will pay the fees for the required certification. If the employee leaves service with the City before their 5-year anniversary, they will reimburse the City for the total cost paid. Repayment of certification will be based on number of years served as follows:

Before 2-year anniversary: 100% repayment to the City  
After 2-year anniversary: 75% repayment to the City  
After 3-year anniversary: 50% repayment to the City  
After 4-year anniversary: 25% repayment to the City  
After 5-year anniversary: No repayment to the City

## **ARTICLE 19**

### **RETURN TO WORK/MODIFIED DUTY PROGRAM**

**Section 1.** If a Firefighter sustains an injury or illness that prevents them from performing the full duties of their position, they may be eligible to return to work with modified assignments within their medical restrictions. Work-related illness and injuries are always considered for return to work with modified assignments within their medical restrictions. If requested by a member, personal illness and injuries will also be considered for return to work with modified assignments within their medical restrictions from a personal illness or injury.

**Section 2.** Requests must be made in writing to the Fire Chief, with medical documentation from the treating medical provider that clearly states the medical

restrictions and expected timeframe. The request will be reviewed with the City Manager's Office.

**Section 3.** Modified duty assignments that support the mission of the Bath Fire and Rescue Department will be prioritized, along with regular daily work of the Department. Tasks will be determined by the Chief or their designee. The employee is responsible for adhering to their medical restrictions.

**Section 4.** Modified duty assignments will take place during business hours 0700 to 1700 Monday through Friday, totaling 42 hours. Temporary schedule changes will be considered. Modified duty assignments are not guaranteed and will be reviewed regularly based on employee and department needs. Restrictions that continue after three months may initiate the Americans with Disabilities Act and Act Amendments (ADA) interactive process. The employee will be paid their normal rate of pay and benefits for hours worked, or the rate of pay allowed by Workers Compensation.

## **ARTICLE ~~20~~ DURATION AND CHANGE**

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**Section 1: Final Resolution:** This Agreement represents the total understanding of the parties. The parties to this Agreement agree that matters covered by this contract shall not be the subject of bargaining during the term of this contract, except by mutual agreement of the parties.

**Section 2: Maintenance of Benefits:** It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

**Section 3: Severability:** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.

**Section 5: Duration of this Agreement:** This Agreement shall be in effect and binding upon both the City and Union during the period July 1, ~~2025~~ through June 30, ~~2028~~. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

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**Section 6:** The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 23.

Dated at Bath, Maine, this \_\_\_\_\_ day of \_\_\_\_\_, ~~2022~~ **2025**

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**CITY OF BATH**

\_\_\_\_\_  
**Marc S. Meyers, Bath City Manager**

\_\_\_\_\_  
**Witness**

**PROFESSIONAL FIRE FIGHTERS OF BATH, IAFF Local 1611**

\_\_\_\_\_  
**Benjamin Huebler, Local 1611 Union President**

\_\_\_\_\_  
**Witness**

## APPENDIX A

Commented [EH1]: Updated Firefighter Job Description



|                          |                                                  |
|--------------------------|--------------------------------------------------|
| <b>Job Title</b>         | <b>Firefighter/EMT and Firefighter/Paramedic</b> |
| <b>Department</b>        | Fire and Rescue                                  |
| <b>Grade Level</b>       | --                                               |
| <b>FLSA Status</b>       | Non-Exempt                                       |
| <b>Union Status</b>      | Fire Union, Firefighters Unit                    |
| <b>Employment Status</b> | Full Time                                        |
| <b>Last Updated</b>      | July 1, 2025                                     |

### GENERAL PURPOSE:

Protects life and property by performing firefighting, medical aid, hazardous materials operations, and fire prevention duties. Maintains fire equipment, apparatus, and facilities. Performs emergency and non-emergency medical aid activities.

### SUPERVISION RECEIVED:

Receives direct supervision from the Captain/Shift Duty Officer, with general direction from the Fire Chief and Deputy Chief.

### SUPERVISION EXERCISED:

May help coordinate, instruct, or supervise the work of volunteers or new recruits, as assigned.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Responds to emergency and non-emergency service requests, meets all requirements in accordance with Bath Fire & Rescue Department Standard Operating Guidelines. Requests include, but are not limited to, structural fires, vehicle accidents, hazardous materials spills or releases, forcible entry, alarm investigations, rescue and salvage operations, extrication, water rescues, and burning complaints.
- Responds to emergency medical calls according to Department Standard Operating Guidelines. Performs EMS duties according to licensed level and aids higher license level coworkers as requested

- Conducts fire safety inspections as assigned, cleans and maintains department apparatus, equipment, and property. May be assigned specialized maintenance or repair of department property and equipment. Inspects apparatus and SCBA on a designated schedule. Informs supervisors of any defects or concerns. Performs pre-shift equipment inspection to ensure equipment and personal protective equipment is functional and ready for emergency use.
- Performs duties in a safe manner and reports unsafe activity and conditions to supervisors. Follows department safety procedures, policies, and handbooks.
- Provides written and/or verbal reports as necessary on projects assigned and areas of responsibility. Completes all required documentation and necessary reporting as duties require, including department records management systems.
- Completes project assignments as directed and within required deadlines.
- Acquires and retains a thorough knowledge of the City of Bath, including streets, buildings, water supply, unusual hazards, and related items.
- Cooperates with other departments during emergency incidents, including fire, rescue, law enforcement, and other public safety personnel.
- Participates in the department's employee evaluation process.
- Participates in department training program and classes in firefighting, emergency medical, hazardous materials operations, and related prevention programs; Training for firefighting, medical emergencies, hazardous material operations, and other related topics is an ongoing endeavor that may require on and off-duty participation to maintain a high level of skill
- Presents programs to the community on safety, medical, and fire prevention. Participates in department public service activities such as fire drills, pre-planning assignments, hydrant shoveling burn permits, and extinguisher training.
- Employees are responsible for all other duties as assigned. Essential functions are key components of what the job involves and what is required to perform it. They are not intended to be an exhaustive list of all responsibilities, duties, and skills.

#### **DESIRED MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

- High school diploma, GED, or equivalent.
- Firefighter I and II Certification AND Licensed Basic EMT, with ability to become Advanced EMT within two years, , OR
- Licensed Paramedic, with ability to become Firefighter I and II Certified within two years.
- Additional certifications and course work preferred, such as - PHTLS, Paramedic, ACLS, PALS; National Incident Management System (NIMS) courses 100, 200, 700, 800; and other specialized training.

##### **Knowledge, Skills, and Abilities:**

- Extensive knowledge of emergency medical aid and resuscitation techniques, protocols, procedures, and equipment.

- Knowledge of modern fire suppression and prevention, hazardous material operations; and related protocols, procedures, techniques, and equipment.
- Skilled in applying emergency medical and firefighting knowledge and techniques in emergency situations.
- Skilled in the operation of apparatus and equipment; ability to learn operation of new fire suppression and other emergency equipment. Ability to perform station maintenance as directed.
- Ability to read and write English; and to follow, give and receive verbal and written instructions.
- Ability to perform work requiring good physical condition, including strenuous or peak physical effort during emergencies or training activities for prolonged periods of time
- Ability to exercise sound judgment in evaluating situations and in making decisions, and to act effectively in emergency and stressful situations.
- Ability to establish and maintain effective working relationships with other employees, supervisors, other agencies, and the public. Ability to follow directives from supervisors, and train and supervise subordinate personnel.
- Possess and maintain a valid driver's license; State of Maine driver's license within one year.
- Must maintain required certifications and become Hazardous Material Ops Certified within 1 year of employment.

#### **ADDITIONAL REQUIREMENTS:**

- Must pass Bath Fire & Rescue Department written and physical agility entrance exams and a pre-employment medical evaluation,
- Must pass competence in the department's EVOC training program.

#### **PHYSICAL DEMANDS:**

While performing the duties of this job, the employee is frequently required to stand, walk, use hands to fingers, handle or operate objects, tools, or controls, and reach with hands and arms. The employee is also required to sit, climb, balance, stoop, kneel, crouch, crawl, speak, listen, taste and smell. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move over 150 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Physical surroundings vary with exposure to all conditions, including fire, hazardous chemicals, water, heights, large and small spaces, frequently under demanding and stressful circumstances. Exposure to varying weather conditions including rain, snow, heat, and freezing temperatures, often while wearing PPE or turnout gear. Work may involve an element of personal danger, and employees must be able to act without direct supervision and to exercise independent judgment in meeting emergencies. Work may also involve emotional or distressing situations. High level of physical effort required, such as climbing, bending, standing, and lifting. Regularly uses a desktop computer requiring eye-hand coordination and finger dexterity.

As NFPA guidelines require, employees must undergo an annual physical medical examination. This exam is to be performed by the City's preferred medical provider.

This job description does not constitute an employment agreement and is subject to change.

The City of Bath is an Equal Opportunity Employer

## APPENDIX B LABOR ~ MANAGEMENT PARTNERSHIP COMMITTEE

Section 1: The purpose of this Committee is to assist in developing a quality Labor-Management relationship between the Parties. The Committee is designed to provide a means for allowing the City and the Union to become Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. **The goals and objectives of this Committee are as follows:**

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost-effective service to the citizens of Bath
- Promote better morale among all Fire Department employees
- Enhance the working conditions for all Fire Department employees

Section 2: **Committee Structure and Conduct:** The LMC shall consist of two [2] Union Representatives [as determined by the Union] and two [2] Representatives from the City [as determined by the City]. In addition, at the request of one or more of the parties, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects.

All committee members will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 3: **Committee Meetings and Agenda:** The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1<sup>st</sup> meeting.

**Section 4: Decisions:** Decision-making within the labor-management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. The Parties must ensure that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.

If consensus is not reached, the issue[s] may be addressed pursuant to the terms and conditions of the CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee,

### **Deleted: GENERAL PURPOSE:¶**

¶ Protects life and property by performing fire fighting, medical aid, hazardous materials operations, and fire prevention duties. Maintains fire equipment, apparatus, and facilities. Performs emergency and non-emergency medical aid activities.¶

### **SUPERVISION RECEIVED: ¶**

¶ Receives general direction from the Fire Chief and direct supervision from the Fire Captain on duty.¶

### **SUPERVISION EXERCISED:¶**

¶ May assist to coordinate, instruct, or supervise the work of volunteers or new recruits, as assigned.¶

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:¶**

¶ Performs emergency and non-emergency medical aid activities including administering first aid, transfer services, family support, patient training, writing incident reports, and providing other assistance as required. Prepares all EMS reports, licensing reports, patient care reports, SCBA reports, keeps track of all CEH's certification and expirations of CPR, PHTLS. Paramedics responsible for Drug Box checks, ACLS and PALS records for re-licensing.¶

¶ Performs fire fighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, and performing fire combat, containment, gas spills and extinguishment tasks. Receives and relays fire calls and alarms. Operates radio and other communication equipment.¶

¶ Participates in fire drills, inspection of buildings, hydrants, attends classes in fire fighting, emergency medical, hazardous materials operations, and related prevention programs.¶

¶ Maintains fire equipment, apparatus and facilities. Performs minor repairs to departmental equipment. Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs, maintains and tests apparatus and equipment. ¶

¶ Presents programs to the community on safety, medical, and fire prevention topics. Completes municipal errands and pre-plan of new construction. Public Service activities such as burn permits, extinguisher training, air bottle training and preparation, and general public service. ¶

¶ Ensure compliance on EMS calls, EMS advanced life policies and procedures as applied to the department, verbal contact with medical control, initiation of new procedures as spelled out in state protocols.¶

¶ Performs other related duties as required.¶

### **PERIPHERAL DUTIES:¶**

¶ Training for fire fighting, medical emergencies, hazardous material operations and other related topics are an ongoing endeavor that may require on and off duty participation to maintain a high level of skill.¶

### **MINIMUM QUALIFICATIONS:¶**

- (A) High school diploma or GED equivalent;¶
- (B) Possess a valid driver's license ¶

... [1]

submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.

All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that Labor/Management Committee decisions, arrived at through consensus, constitute waivers of any rights that may exist to seek redress of that matter through any other forum, except as may be prohibited by law. All agreements reached by the committee will be signed by the parties and under no circumstances shall an agreement reached by the committee modify the current CBA.

All decisions of the Labor-Management Committee will be published jointly. All decisions will be posted for a thirty-day [30] period on all official bulletin boards as a result of the committee's actions.

**Section 5:** As one of the Committee's initial focuses will be to review all current Fire Department Standard Operating Guidelines (SOGs) and Standard Operating Procedures (SOPs) to ensure consistency with law, rule, NFPA Standards (where applicable), personnel policy (where applicable) and the terms & conditions of this Agreement. Any SOGs or SOPs or other Fire Department Policy, or any provisions therein, which are in conflict with this Agreement shall be null and void. The parties will work together to ensure all SOPs and SOGs are up to date, in compliance with applicable rules, standards and laws and are consistent with Department Mission and practice.

**Section 6:** Nothing in this Agreement and/or in this Appendix prevents the parties from revising this appendix as needed during the duration of this Agreement by mutual consent of the Parties.

**Section 7: Duration of this Appendix:** This Appendix will remain in full force and effect for the term of this Agreement as outlined in Article 19, Section 5 unless otherwise agreed to by mutual consent of the Parties.

**APPENDIX C  
WAGE AGREEMENT**

| <b>7/1/2025</b>    | <b>0-1 YRS</b> | <b>1 YR</b> | <b>2 YR</b> | <b>3 YR</b> | <b>7 YR</b> | <b>10 YR</b> | <b>15 YR</b> | <b>20 YR</b> |
|--------------------|----------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|
| <b>Basic Wage</b>  | 26.73          | 27.34       | 28.09       | 28.79       |             |              |              |              |
| <b><u>AEMT</u></b> | 27.27          | 27.87       | 28.61       | 29.33       | 29.60       | 30.07        | 30.43        | 30.71        |
| <b>MEDIC</b>       | 30.14          | 30.75       | 31.49       | 32.20       | 32.47       | 33.06        | 33.41        | 33.69        |

| <b>1/1/2026</b>    | <b>0-1 YRS</b> | <b>1 YR</b> | <b>2 YR</b> | <b>3 YR</b> | <b>7YR</b> | <b>10 YR</b> | <b>15 YR</b> | <b>20 YR</b> |
|--------------------|----------------|-------------|-------------|-------------|------------|--------------|--------------|--------------|
| <b>Basic Wage</b>  | 27.80          | 28.44       | 29.21       | 29.94       |            |              |              |              |
| <b><u>AEMT</u></b> | 28.36          | 28.98       | 29.76       | 30.50       | 30.78      | 31.27        | 31.65        | 31.94        |
| <b>MEDIC</b>       | 31.34          | 31.98       | 32.75       | 33.48       | 33.77      | 34.38        | 34.75        | 35.04        |

| <b>1/1/2027</b>    | <b>0-1 YRS</b> | <b>1 YR</b> | <b>2 YR</b> | <b>3 YR</b> | <b>7YR</b> | <b>10 YR</b> | <b>15 YR</b> | <b>20 YR</b> |
|--------------------|----------------|-------------|-------------|-------------|------------|--------------|--------------|--------------|
| <b>Basic Wage</b>  | 28.64          | 29.29       | 30.09       | 30.84       |            |              |              |              |
| <b><u>AEMT</u></b> | 29.21          | 29.85       | 30.65       | 31.42       | 31.71      | 32.21        | 32.60        | 32.89        |
| <b>MEDIC</b>       | 32.28          | 32.94       | 33.74       | 34.49       | 34.78      | 35.41        | 35.79        | 36.09        |

| <b>1/1/2028</b>    | <b>0-1 YRS</b> | <b>1 YR</b> | <b>2 YR</b> | <b>3 YR</b> | <b>7YR</b> | <b>10 YR</b> | <b>15 YR</b> | <b>20 YR</b> |
|--------------------|----------------|-------------|-------------|-------------|------------|--------------|--------------|--------------|
| <b>Basic Wage</b>  | 29.50          | 30.17       | 30.99       | 31.77       |            |              |              |              |
| <b><u>AEMT</u></b> | 30.09          | 30.75       | 31.57       | 32.36       | 32.66      | 33.18        | 33.58        | 33.88        |
| <b>MEDIC</b>       | 33.25          | 33.93       | 34.75       | 35.52       | 35.83      | 36.47        | 36.86        | 37.17        |

**APPENDIX A  
JOB DESCRIPTION**

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|                     |                        |                      |            |
|---------------------|------------------------|----------------------|------------|
| <b>CLASS TITLE:</b> | Firefighter,<br>AEMT   | <b>CODE NUMBER:</b>  | 302        |
| <b>DEPARTMENT:</b>  | Fire                   | <b>GRADE NUMBER:</b> |            |
| <b>UNION:</b>       | Local 1611 AFL-<br>CIO | <b>STATUS:</b>       | Non-Exempt |
| <b>DATE:</b>        | August 2021            |                      |            |

**GENERAL PURPOSE:**

~~Protects life and property by performing fire fighting, medical aid, hazardous materials operations, and fire prevention duties. Maintains fire equipment, apparatus, and facilities. Performs emergency and non-emergency medical aid activities.~~

**SUPERVISION RECEIVED:**

~~Receives general direction from the Fire Chief and direct supervision from the Fire Captain on duty.~~

**SUPERVISION EXERCISED:**

~~May assist to coordinate, instruct, or supervise the work of volunteers or new recruits, as assigned.~~

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

~~Performs emergency and non-emergency medical aid activities including administering first aid, transfer services, family support, patient training, writing incident reports, and providing other assistance as required. Prepares all EMS reports, licensing reports, patient care reports, SCBA reports, keeps track of all CEH's certification and expirations of CPR, PHTLS. Paramedics responsible for Drug Box checks, ACLS and PALS records for re-licensing.~~

~~Performs fire fighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, and performing fire combat, containment, gas spills and extinguishment tasks. Receives and relays fire calls and alarms. Operates radio and other communication equipment.~~

~~Participates in fire drills, inspection of buildings, hydrants, attends classes in fire fighting, emergency medical, hazardous materials operations, and related prevention programs.~~

~~Maintains fire equipment, apparatus and facilities. Performs minor repairs to departmental equipment. Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs, maintains and tests apparatus and equipment.~~

~~Presents programs to the community on safety, medical, and fire prevention topics. Completes municipal errands and pre-plan of new construction. Public Service activities such as burn permits, extinguisher training, air bottle training and preparation, and general public service.~~

~~Ensure compliance on EMS calls, EMS advanced life policies and procedures as applied to the department, verbal contact with medical control, initiation of new procedures as spelled out in state protocols.~~

~~Performs other related duties as required.~~

#### **PERIPHERAL DUTIES:**

~~Training for fire fighting, medical emergencies, hazardous material operations and other related topics are an ongoing endeavor that may require on and off duty participation to maintain a high level of skill.~~

#### **MINIMUM QUALIFICATIONS:**

- ~~(A) High school diploma or GED equivalent;~~
- ~~(B) Possess a valid driver's license~~
- ~~(C) Possess and maintain a minimum of AEMT EMT license from Maine EMS or National Registry of Emergency Medical Technicians, EVOC certification; ability to get AEMT certification within 2 years of employment~~
- ~~(D) Firefighter I & Firefighter II certifications and Hazardous Material Ops within 2 years of employment~~
- ~~(E) Must be able to read and write the English language; and~~
- ~~(F) Able to pass FF/AEMT written and physical agility entrance exams, as prescribed by the Bath Fire & Rescue Department.~~

#### **SPECIAL REQUIREMENTS:**

- ~~(A) Working knowledge of Emergency Vehicle Operation & Control; working knowledge of Advanced Emergency Medicine;~~
- ~~(B) Ability to learn the operation of fire suppression and other emergency equipment; Ability to learn to apply standard fire fighting, medical aid, hazardous material operations, and fire prevention techniques; Ability to perform strenuous or peak physical effort during emergency or training activities for prolonged periods of time; Ability to act effectively in emergency and stressful situations; Ability to follow verbal and written~~

instructions; Ability to perform station maintenance as directed; Ability to communicate effectively orally and in writing; Ability to establish effective working relationships with employees, other agencies, and the general public;  
 (C) Desirable course work—EVOC, Hazardous Materials Operations, PHTLS, Paramedic, ACLS, PALS, and other specialized certifications.

#### **PHYSICAL DEMANDS:**

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move over 150 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

As NFPA guidelines require, employees must undergo an annual physical medical examination. This exam is to be performed by the medical provider(s) authorized in the union bargaining agreement.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

#### **APPENDIX C WAGE AGREEMENT**

| <b>CURRENT</b> |                    | <b>0-1<br/>YRS</b> | <b>1-YR</b> | <b>2-YR</b> | <b>3-YR</b> | <b>10-YR</b> | <b>15-YR</b> | <b>20-YR</b> |
|----------------|--------------------|--------------------|-------------|-------------|-------------|--------------|--------------|--------------|
| -              | <b>Basic Wages</b> | 21.16              | 21.71       | 22.37       | 23.01       | 23.39        | 23.54        | 23.70        |
| -              | <b>AEMT</b>        | 21.65              | 22.19       | 22.85       | 23.49       | 23.87        | 24.03        | 24.18        |
| -              | <b>MEDIC</b>       | 23.34              | 23.89       | 24.55       | 25.19       | 25.57        | 25.72        | 25.88        |

| <b>7/1/2022</b>          |                    | <b>0-1<br/>YRS</b> | <b>1-YR</b> | <b>2-YR</b> | <b>3-YR</b> | <b>10-YR</b> | <b>15-YR</b> | <b>20-YR</b> |
|--------------------------|--------------------|--------------------|-------------|-------------|-------------|--------------|--------------|--------------|
| <b>Market Adjustment</b> | <b>Basic Wages</b> | 21.39              | 21.94       | 22.60       | 23.24       | 23.62        | 23.77        | 23.93        |
| -                        | <b>AEMT</b>        | 21.88              | 22.42       | 23.08       | 23.72       | 24.35        | 24.61        | 24.86        |

|   |       |       |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|-------|-------|
| - | MEDIC | 23.57 | 24.12 | 24.78 | 25.42 | 26.15 | 26.40 | 26.66 |
|---|-------|-------|-------|-------|-------|-------|-------|-------|

| 1/1/2023 | -           | 0-1<br>YRS | 1-YR  | 2-YR  | 3-YR  | 10-YR | 15-YR | 20-YR |
|----------|-------------|------------|-------|-------|-------|-------|-------|-------|
| 5%       | Basic Wages | 22.46      | 23.04 | 23.73 | 24.40 | 24.80 | 24.96 | 25.13 |
| -        | AEMT        | 22.97      | 23.54 | 24.23 | 24.91 | 25.57 | 25.84 | 26.10 |
| -        | MEDIC       | 24.75      | 25.33 | 26.02 | 26.69 | 27.46 | 27.72 | 27.99 |

| 1/1/2024 | -           | 0-1<br>YRS | 1-YR  | 2-YR  | 3-YR  | 10-YR | 15-YR | 20-YR |
|----------|-------------|------------|-------|-------|-------|-------|-------|-------|
| 3%       | Basic Wages | 23.13      | 23.73 | 24.44 | 25.13 | 25.55 | 25.71 | 25.88 |
| -        | AEMT        | 23.66      | 24.25 | 24.96 | 25.65 | 26.33 | 26.62 | 26.89 |
| -        | MEDIC       | 25.49      | 26.09 | 26.80 | 27.49 | 28.28 | 28.55 | 28.83 |

| 1/1/2025 | -           | 0-1<br>YRS | 1-YR  | 2-YR  | 3-YR  | 10-YR | 15-YR | 20-YR |
|----------|-------------|------------|-------|-------|-------|-------|-------|-------|
| 2%       | Basic Wages | 23.60      | 24.20 | 24.93 | 25.64 | 26.06 | 26.22 | 26.40 |
| -        | AEMT        | 24.14      | 24.73 | 25.46 | 26.17 | 26.86 | 27.15 | 27.42 |
| -        | MEDIC       | 26.00      | 26.61 | 27.34 | 28.04 | 28.85 | 29.12 | 29.41 |

APPENDIX C  
Wage Agreement –  
Renegotiated and Approved December 7, 2023

| CURRENT | -           | 0-1<br>YRS | 1-YR  | 2-YR  | 3-YR  | 10-YR | 15-YR | 20-YR |
|---------|-------------|------------|-------|-------|-------|-------|-------|-------|
| -       | Basic Wages | 21.16      | 21.71 | 22.37 | 23.01 | 23.39 | 23.54 | 23.70 |
| -       | AEMT        | 21.65      | 22.19 | 22.85 | 23.49 | 23.87 | 24.03 | 24.18 |
| -       | MEDIC       | 23.34      | 23.89 | 24.55 | 25.19 | 25.57 | 25.72 | 25.88 |

| 7/1/2022 | -           | 0-1<br>YRS | 1-YR  | 2-YR  | 3-YR  | 10-YR | 15-YR | 20-YR |
|----------|-------------|------------|-------|-------|-------|-------|-------|-------|
| MKT ADJ  | Basic Wages | 21.39      | 21.94 | 22.60 | 23.24 | 23.62 | 23.77 | 23.93 |
| -        | AEMT        | 21.88      | 22.42 | 23.08 | 23.72 | 24.35 | 24.61 | 24.86 |
| -        | MEDIC       | 23.57      | 24.12 | 24.78 | 25.42 | 26.15 | 26.40 | 26.66 |

| 1/1/2023 | -           | 0-1<br>YRS | 1-YR  | 2-YR  | 3-YR  | 10-YR | 15-YR | 20-YR |
|----------|-------------|------------|-------|-------|-------|-------|-------|-------|
| 5%       | Basic Wages | 22.46      | 23.04 | 23.73 | 24.40 | 24.80 | 24.96 | 25.13 |
| -        | AEMT        | 22.97      | 23.54 | 24.23 | 24.91 | 25.57 | 25.84 | 26.10 |
| -        | MEDIC       | 24.75      | 25.33 | 26.02 | 26.69 | 27.46 | 27.72 | 27.99 |

| <b>12/1/2023</b>          | -                      | <b>0-1<br/>YRS</b> | <b>1-YR</b> | <b>2-YR</b> | <b>3-YR</b> | <b>10-YR</b> | <b>15-YR</b> | <b>20-YR</b> |
|---------------------------|------------------------|--------------------|-------------|-------------|-------------|--------------|--------------|--------------|
| <b><del>\$ 2.50</del></b> | <b>Basic<br/>Wages</b> | 24.96              | 25.54       | 26.23       | 26.90       |              |              | -            |
| -                         | <b>AEMT</b>            | 25.47              | 26.04       | 26.73       | 27.41       | 28.07        | 28.34        | 28.60        |
| -                         | <b>MEDIC</b>           | 27.25              | 27.83       | 28.52       | 29.19       | 29.96        | 30.22        | 30.49        |

| <b>1/1/2024</b> | -                      | <b>0-1<br/>YRS</b> | <b>1-YR</b> | <b>2-YR</b> | <b>3-YR</b> | <b>10-YR</b> | <b>15-YR</b> | <b>20-YR</b> |
|-----------------|------------------------|--------------------|-------------|-------------|-------------|--------------|--------------|--------------|
| <b>3%</b>       | <b>Basic<br/>Wages</b> | 25.71              | 26.31       | 27.02       | 27.71       |              |              | -            |
| -               | <b>AEMT</b>            | 26.23              | 26.82       | 27.53       | 28.23       | 28.91        | 29.19        | 29.46        |
| -               | <b>MEDIC</b>           | 28.07              | 28.66       | 29.38       | 30.07       | 30.86        | 31.13        | 31.40        |

| <b>7/1/2024</b>           | -                      | <b>0-1<br/>YRS</b> | <b>1-YR</b> | <b>2-YR</b> | <b>3-YR</b> | <b>10-YR</b> | <b>15-YR</b> | <b>20-YR</b> |
|---------------------------|------------------------|--------------------|-------------|-------------|-------------|--------------|--------------|--------------|
| <b><del>\$ 0.50</del></b> | <b>Basic<br/>Wages</b> | 26.21              | 26.81       | 27.52       | 28.21       |              |              | -            |
| -                         | <b>AEMT</b>            | 26.73              | 27.32       | 28.03       | 28.73       | 29.41        | 29.69        | 29.96        |
| -                         | <b>MEDIC</b>           | 28.57              | 29.16       | 29.88       | 30.57       | 31.36        | 31.63        | 31.90        |

| <b>1/1/2025</b> | -                      | <b>0-1<br/>YRS</b> | <b>1-YR</b> | <b>2-YR</b> | <b>3-YR</b> | <b>10-YR</b> | <b>15-YR</b> | <b>20-YR</b> |
|-----------------|------------------------|--------------------|-------------|-------------|-------------|--------------|--------------|--------------|
| <b>2%</b>       | <b>Basic<br/>Wages</b> | 26.73              | 27.34       | 28.07       | 28.77       |              |              | -            |
| -               | <b>AEMT</b>            | 27.27              | 27.87       | 28.59       | 29.31       | 30.00        | 30.28        | 30.56        |
| -               | <b>MEDIC</b>           | 29.14              | 29.75       | 30.47       | 31.18       | 31.99        | 32.26        | 32.54        |

|                      |                 |                      |
|----------------------|-----------------|----------------------|
| Page 30: [1] Deleted | Erika Helgersen | 6/16/2025 4:21:00 PM |
| Page 33: [2] Deleted | Erika Helgersen | 6/17/2025 8:39:00 AM |

7/2/2025

2025-70

Meeting Date

Item No.

**CITY COUNCIL ACTION**

Requested Council Meeting Date: July 2, 2025

Responsible Dept: City Manager

Requested Action: Ordinance

Title

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Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Captains Unit

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**Summary**

The City Manager's Office and the Professional Fire Fighters of Bath, IAFF Local 1611, Captains Unit, have come to an agreement on a three-year collective bargaining agreement for the period of July 1, 2025, to June 30, 2028.

The agreement includes market adjustments for paramedics (effective July 1, 2025) and wage increases of 4% (effective January 1, 2026), 3% (effective January 1, 2027) and 3% (effective January 1, 2028).

**Staff Comments**

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As a multi-year contract, this item requires two passages. The City Council will be voting on first passage on July 2, 2025. If successful, public hearing and second passage will take place on August 6, 2025.

Action: Recommend for passage

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City Manager

**Introduced for:** New Business



**CITY OF BATH**

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Date:

Approving contract with the Professional Fire Fighters of Bath, IAFF Local 1611, Captains Unit

Be it ordained by the City Council of the City of Bath that, pursuant to the requirements of §1102 of the Charter of the City of Bath, a bargaining agreement by and between the City of Bath and the Professional Fire Fighters of Bath, IAFF Local 1611, Captains Unit, commencing July 1, 2025, and extending through June 30, 2028, is approved and the City Manager is authorized to execute said contract on behalf of the City of Bath.

**UNION CONTRACT**  
**CITY OF BATH**  
**and**  
**PROFESSIONAL FIRE FIGHTERS OF BATH, IAFF Local 1611**  
**CAPTAINS UNIT**

**Table of Contents**

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| Article 3             | Employee Rights & Responsibilities                                                       |
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| Article 5             | Union Rights & Responsibilities                                                          |
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|                       | Signature Page                                                                           |
| <b>Appendix A</b>     | Captains Position Description                                                            |
| <b>Appendix B</b>     | Labor-Management (Captain's Representative will be one of the LMC Union Representatives) |
| <b>Appendix C</b>     | Pay Scale for Unit Employees                                                             |

## ARTICLE 1 PREAMBLE

**Section 1:** This Agreement is entered into by and between the City of Bath, Maine, hereinafter referred to as the “City” and/or the “Employer”, and the Professional Fire Fighters of Bath, IAFF Local 1611, hereinafter referred to as the “Union” and jointly referred to as the “Parties”. Pursuant to the provisions of Title 26 M.R.S. Chapter 9-A, Section 961 et. Seq. [Referred to as the Maine Public Employees Labor Relations Act], the parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

## ARTICLE 2 UNIT RECOGNITION

**Section 1:** The City recognizes that the Union, IAFF Local 1611 represents the Captains Bargaining Unit. In addition, the City agrees to recognize any and all elected, appointed and/or designated Officers, Staff, or other designated representatives of IAFF Local 1611 as representatives of this unit as determined by the President of IAFF Local 1611 and/or their designee.

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The point of contact for the City shall be the Fire Chief or their designated representative unless otherwise agreed to in this Agreement. The point of contact for the Union shall be the President of IAFF Local 1611 or their designated representative unless otherwise agreed to in this Agreement.

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**Section 2: Captains Bargaining Unit:** The City recognizes the Union as the exclusive bargaining agent and/or representative for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and other mandatory subjects of bargaining all City of Bath employees included in the bargaining unit certified by the Public Employee Labor Relations Board on July 16<sup>th</sup>, 2015 as outlined below:

**Included:** All full-time Fire Captains of the Bath Fire Department employed by the City of Bath.

**Excluded:** Fire Chief, Deputy Chief, Firefighters and all other employees employed by the City of Bath are not included in this Unit.

**Section 3:** Individual employees of the bargaining units described herein are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit respect and confidence of the general public.

**Section 4:** The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, nor will

they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual's race, color, sex, sexual orientation, physical or mental disability, genetic pre-disposition, religion, age, ancestry or national origin, condition of handicap, or other legally protected category, except where based on a bona fide occupational qualification.

**Section 5:** The City agrees that it will not enter into any individual or collective agreement with any unit employee[s] covered by this agreement in conflict with the collective bargaining agreement or other mandatory subjects of bargaining.

### **ARTICLE 3 EMPLOYEE RIGHTS & RESPONSIBILITIES**

**Section 1:** Unit Employees included in the Captains Unit that are covered by this Agreement shall have the right to join, or refrain from joining, the Union. No member of the Union shall be favored or discriminated against, either by the City or by the Union, because of membership or non-membership in the Union. The individual members of the Bargaining Unit are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

**Section 2:** The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

**Section 3:** The work to be performed by the Captain[s] of the Fire Department shall consist of those duties and responsibilities as outlined in the Official Position Description (See Appendix A) and other duties and responsibilities as assigned by the Fire Chief pertaining to the Fire Department that is not in conflict with this Agreement.

**Section 4: Residency:** The City of Bath shall not impose a geographical residency requirement upon any unit employees.

**Section 5: Probationary Period for Unit Employees:** All new Captains promoted from the firefighters bargaining unit will be placed on probationary status for a period of one [1] year from date of appointment. Any captain while in the probationary status that is not meeting expectations and/or fulfilling their Captain's duties and/or responsibilities may be demoted back to their previous position within the Fire Department, at any time during their probationary period with or without cause and such demotion is not covered under Article 10 of this Agreement. However, nothing in this section prevents the City from taking disciplinary actions against a probationary Captain for other acts of misconduct and/or their failing and/or refusing to comply with established work rules or conditions of employment pursuant to Article 10 of this Agreement.

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A Captain that is hired from outside the Bath Fire Department will be placed on probationary status for a period of one [1] year from date of hire. Any captain while in the probationary status may be disciplined, up to and including termination at any time during the probationary period with or without cause and such personnel actions are not covered under Article 10 of this Agreement until they have successfully completed their one [1] year probationary period. These Probationary captains may elect to become members of the Union after they have completed six [6] months of their probationary period and will be covered by the terms and conditions of the Agreement except as outlined in this section. After the expiration of the probationary period, any and all disciplinary actions taken would be pursuant to Article 10 of this Agreement..

#### **ARTICLE 4 MANAGEMENT'S RIGHTS**

**Section 1:** The City shall have the exclusive right to hire, promote, demote, transfer, make regulations for safety of employees, increase or decrease the work force, suspend or otherwise discipline and discharge for just cause any employee of the Fire Department and to make and enforce rules and regulations governing the conduct and the work of its employees as are not specifically inconsistent with the provisions of this agreement. The within enumerated rights are solely vested in the City, subject to the provisions of the City Charter and Rules and Regulations adopted pursuant thereto and subject to the provisions of this Agreement.

**Section 2** The City shall notify the Union in writing of any proposed changes to personnel policies, practices and/or matter affecting the working conditions of unit employees at least fourteen [14] working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall notify the City within ten [10] days to respond to the proposal and normally four (4) days when the proposal has a direct and immediate impact on public or employee safety.

**Section 3:** The City agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, , race, color, sex, sexual orientation, physical or mental disability, genetic pre-disposition, religion, age, ancestry or national origin, political affiliation, or any other legally protected category.

**Section 4:** The City shall indemnify and hold harmless (within the limits of the City's insurance and as prescribed by law) for loss or damage, all unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of their job responsibilities.

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**Section 5:** Wherever this Agreement refers to City Manager or the Fire Chief, it shall be understood that such terms shall include any lawful designee acting in the place of the Fire Chief and/or the City Manager, including, but not limited to, duly appointed assistants.

**ARTICLE 5**  
**UNION RIGHTS AND RESPONSIBILITIES**

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**Section 1:** The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the Captains Bargaining Unit. The Union is responsible for representing the interests of all unit employees in these Units without discrimination and without regard to labor organization membership. However, nothing in this Agreement shall be so interpreted as to require the Union to represent a bargaining unit employee in processing a grievance, or to continue to represent him/them, if the Union considers the grievance to be invalid or without merit.

The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, race, color, sex, sexual orientation, physical or mental disability, genetic predisposition, religion, age, ancestry or national origin, political affiliation, or any other legally protected category.

**Section 2:** The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Fire Department, the City or the City and one or more employees in the unit or their representatives concerning any grievance or any examination of an employee of the unit by a representative of the City or the City in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation. In the event the Employee opts out of having a Union representative present during the meeting for any reason, including, but not limited to the information is personal and/or confidential, the City representative in attendance at the meeting will keep the Union apprised of any action which directly impacts this agreement. If a union representative is not given the opportunity to be present during the meeting because the employee has opted out of having the union present, any resolution shall not be cited as precedential by either the Union or the City unless said resolution is mutually agreed to by the City, the Employee and the Union.

**Section 3:** The City agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the City a list of officers/appointments within 30-days after changes made.

**Section 4:** The City agrees to provide a bulletin board for the Union in the Central Fire Station for official union business.

**Section 5:** It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job to promptly and expeditiously perform their representational and Union duties and responsibilities on behalf of their bargaining unit members they represent. Authorization for

utilizing official time must be obtained from the Fire Chief prior to any Union official utilizing official time. Additional time may be authorized by the Fire Chief as needed.

**Section 6:** The Union may continue to conduct its business, including the conduct of Union meetings, at the fire station. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department. The Union agrees to notify the Fire Chief of the Dates/Times of the Union Meetings once such meetings have been scheduled. The parties agree that these meetings will not interfere with any emergency response of the Department. The regular monthly meeting shall not require advance approval of the Fire Chief; however, it may be cancelled by the Fire Chief within twenty-four (24) hours' notice. Any other meeting requires at least twenty (24) hours' notice, and with the advance approval of the Fire Chief, said approval will not be unreasonably withheld.

**Section 7:** The Union agrees that the Union, its officers, and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

**Section 8: Union Dues Deduction:** The City agrees to deduct Union dues and other voluntary contributions from the paycheck of any unit employee who submits a signed authorization form. Said deductions shall be remitted to the Union treasurer with a list of contributors on or before the 15<sup>th</sup> day of the following month and every month thereafter.

- a. The Union agrees to promptly refund to the City of any union dues amounts that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and save the City and the City harmless against any and all claims, demands or grievances by any bargaining unit member or ~~their~~ personal representatives as a result of paycheck deductions by the City in reliance upon payroll deduction authorizations submitted by the Union to the City.

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## **ARTICLE 6 LABOR ~ MANAGEMENT PARTNERSHIP**

**Section 1:** The Parties agree to establish and maintain a "Labor Management Relationship" that will open a new era where the Union, the City, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Bath. Furthermore, the Parties agree to implement this Relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a Quality Labor-Management Relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and

maintain a Labor-Management Partnership Committee as outlined in Appendix B of this Agreement.

## **ARTICLE 7 PERSONNEL FILE**

**Section 1:** The City shall maintain a personnel file on each unit employee. Personnel files are confidential and are the property of the City and will be under the control of and maintained by the City Manager and/or their designee.

**Section 2:** All commendations, promotions, reprimands, complaints, disciplinary notices/actions, and other documentation that impacts employment of an employee, their grade, rate of pay or condition of employment shall be placed in their personnel file. A copy of each such item placed in their personnel file shall be given to the employee, who shall be required to sign the file copy. Such signature indicates only that the employee has seen the document. The employee may file a response to any such document normally within five (5) days of receipt of the document and have it attached to the file copy.

**Section 3:** Each full-time employee shall have the right to inspect their own personnel record upon written request and by arrangement with the City Manager or their designee. Reasonable access will be provided during normal work hours of the City offices.

**Section 4:** All discipline infractions and penalties will be placed and maintained in an employee's official personnel file. However, for progressive discipline purposes, the parties agree that the Shelf-Life for the disciplinary actions taken against a unit employee will not normally be considered and/or used for any future disciplinary actions as follows:

- a. Written Warnings (defined as documentation of an oral warning) will not be considered and/or used to support any additional disciplinary actions if the shelf life of the written warning is more than twelve [12] months old from the date of its occurrence, provided that no further infractions occur.
- b. Written Reprimands and Suspensions will not normally be considered and/or used to support any additional disciplinary actions if the shelf life of the written reprimand or suspension is more than thirty-six (36) months from the date of its occurrence, provided no further infractions occur, unless the Parties agree otherwise.

## **ARTICLE 8 SENIORITY**

**Section 1:** Fire Department seniority for Captains shall be determined by continuous service in the Bath Fire Department since the date the employee was

promoted to the Rank of Captain. Continuous service shall be broken only by resignation, discharge, retirement, or layoff.

**Section 2:** The Fire Chief shall establish a seniority list and it shall be brought up to date on the first day of January of each year and posted at the Bath Fire Station bulletin board. A copy of the seniority list shall be E-Mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported to the Chief of the Fire Department, in writing via E-mail, within ten (10) days following the posting of such list.

## **ARTICLE 9 GRIEVANCE/ARBITRATION PROCEDURE[S]**

**Section 1:** A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the City, the Union and/or any bargaining unit employee[s] relating to this agreement, and Fire Department or Personnel Policies impacting mandatory subjects of bargaining.

**Section 2:** Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 1611. In addition, the Union shall have the right to be present at any meeting between the City, the City Manager, the Fire Chief, and the aggrieved employee[s] filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered and/or settlement agreement made by the any Employer representative throughout the grievance process.

**Section 3:** Except in the case of disciplinary actions, individual identical grievances may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of the parties. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance[s].

**Section 4:** A grievance will be considered timely if it is submitted within twenty-eight (28) calendar days from the date of the incident out of which the grievance arose or within twenty-eight (28) calendar days of the date the grievant became aware of the incident.

The grievance must be presented in writing and contain a precise description of the grievance [who, what, where, when, how] with enough information contained therein to identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Fire Chief, or the City has discretion which is alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence

[documentary, if available] to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

**Section 5: Informal Grievance Process:** Prior to filing a formal grievance under Section 6 below, the aggrieved party (or parties), a union representative, the Fire Chief, or their designee, shall meet informally on a date/time that is mutually agreeable to the parties in an effort to address the concerns/issues raised and resolve them if possible. Should the parties be unable to resolve the concerns, the formal written grievance will be advanced to Step 1 of this procedure. The informal process may be waived by mutual agreement of the parties.

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#### **Section 6: Grievance Procedure:**

**Step 1:** An employee[s]/Union who claims to have a grievance shall present it to the Fire Chief in writing as outlined in Section 4 above. The Fire Chief shall meet with the parties to resolve the grievance within ten [10] calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, they shall so inform the grievant and their representative at this meeting and refer them to Step 2 of the grievance procedure.

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If the resolution of the grievance is within the Fire Chief's authority to resolve, they shall render a decision in writing within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee[s]'s representative.

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**Step 2:** If the Fire Chief's decision is unsatisfactory, the employee/Union may, within ten [10] calendar days after receipt of the Step 1 decision, forward it to the City Manager for action. The City Manager shall convene a meeting with the parties within ten [10] calendar days after receipt of the grievance. The City Manager shall render a decision in writing, within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee's representative.

**Step 3:** If the City Manager's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 hearing, the Union may, within fourteen [14] calendar days of the Step 2 response, the parties within ten (10) calendar days after the notice requesting arbitration, shall attempt to select a mutually agreeable arbitrator. If the parties fail to agree on the arbitrator, then the matter shall be submitted to the Maine Labor Relations Board for appointment of a single arbitrator.

**Step 4: Arbitration Procedure:** The arbitrator shall confine themselves to the issue[s] raised during the grievance as submitted during Step 3 and any evidence related thereto. The arbitrator shall have no authority to add to,

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subtract from or modify any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

**Section 7: Miscellaneous:**

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
- c. Failure of the Fire Chief, City or the Select City or its representative to render a decision within the specified time shall be construed as denial of the grievance.
- d. Time limits outlined in this article may be extended by written mutual consent of the parties.
- e. Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

**ARTICLE 10  
DISCIPLINARY ACTIONS**

**Section 1:** The parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance and maintain discipline and morale among other Fire Department employees.

**Section 2:** The Fire Chief or City Manager, or their designee may bring any violation of this Agreement or Fire Department/City personnel policy and/or practice, including but not limited to, behavior or performance issues, or other concerns related to upholding the Department's practices and procedures. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

**Section 3:** Notwithstanding the Fire Chief's or designee, ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:

- (a) Written Reprimand
- (b) Suspension without Pay

- (c) Demotion
- (d) Discharge/Termination

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Fire Chief or the City, subject to the employee's right to grieve the disciplinary actions pursuant to the provisions of Article 10 of this Agreement.

Nothing in this article prohibits the parties on a case-by-case basis agreeing to an alternate disciplinary action to correct the personnel infraction being alleged.

**Section 4:** Prior to initiating disciplinary action, the following procedures will normally be followed:

- a. If the Fire Chief/City contemplates the suspension or termination of an employee, they may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Fire Chief/City will issue a written notice of the alleged offense and proposed discipline within fourteen (14) calendar days, unless extended by mutual agreement of the parties. .
- c. A pre-action investigation or inquiry may be necessary to determine the facts. Part of this investigation may include a discussion with the affected employee and others having information about the incident.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, to obtain union representation. In the event obtaining union representation may exceed five (5) calendar days, the employee shall notify the City and the parties will determine a mutually agreed upon time by which point union representation will be obtained. During this delay no further questioning of the employee will take place.
- e. The employee or thier designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation.
- f. The Fire Chief/City will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner.

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1) If an employee is subsequently suspended, ~~they~~ shall be notified in writing of the effective date[s], reason[s], the duration of the suspension and shall contain a statement reminding the employee of ~~their~~ rights under the grievance procedure outlined in Article 9 of this Agreement. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

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2) If the employee is subsequently discharged, ~~they~~ shall be informed of the reason[s] for discharge and of the effective date of the discharge taking place. Said notice shall also contain a statement informing the employee of ~~their~~ rights of appeal under the grievance proceedings as set forth herein.

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**Section 5:** All disciplinary actions shall become a part of the employee's official personnel file and shall be may be used for progressive discipline purposes pursuant to Article 8 of this Agreement. If no disciplinary action is sustained against the employee, all reference to such action will be withdrawn from the employee's official personnel file.

#### **ARTICLE 11 LAYOFFS & REDUCTION IN FORCE**

**Section 1:** In the event the City determines it is necessary to layoff personnel in the Fire Department, unit employees shall be laid off according to seniority qualifications.

**Section 2:** In the event of a reduction in force [layoff] of a Captain's position, the laid off Captain will return to a Firefighters position and the least senior Firefighter will be laid off. Should a future Captain's vacancy occur after the layoff, the laid off Captain will be promoted to fill that vacancy and ~~their~~ seniority restored.

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**Section 3:** All employees shall be given a thirty [30] calendar day written notice prior to layoff, absent extenuating circumstances.

**Section 4:** In order for laid-off employees to be considered for recall, they shall maintain their minimum level of certifications. During the two (2) year layoff period, the laid off employee will be kept on the Fire Department roster for purposes of maintaining appropriate licensure. Laid-off employees shall be recalled in reverse order of layoff. The recall period shall be twenty-four [24] months from the effective date of the layoff. Notice of the recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the City Manager with the employee's current mailing address. The employee shall have fourteen [14] calendar days from the first attempt by the post office to deliver the certified letter to inform the City Manager, in writing, of ~~their~~ intent. No new employees will be hired until all unit employees on layoff have been given the opportunity to return to work.

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**Section 5:** Laid off employees shall be given hiring preference for any Unit and/or City vacancies if the employee is qualified] for two [2] years from the date of the layoff.

**Section 6:** If an employee is laid-off, ~~they~~ shall be paid all accrued and unused, vacation and holiday pay in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within one [1] year of layoff, ~~they~~ shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in this agreement.

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**ARTICLE 12  
HOLIDAYS**

**Section 1:** In view of the necessity of staffing the Fire Department over the course of normal holidays, which are holidays recognized and adopted by the federal/state government, and the City, unit employees shall receive either additional time off or pay at the rate of one hundred thirty (130) hours per year.

**Section 2:** The choice between time off and holiday pay shall be at the option of the employee. The pay/time off shall accumulate in arrears at the rate of one hundred thirty (130) hours. New employees begin accruing at their start date, at a rate of 10.83 hours per month If the employee elects to be paid for the hours or any portion thereof, pay shall not be required until after the fifteenth day of the first month of the fiscal year. If the employee intends to take the hours as time off, ~~they~~ shall be required to make that election on or before the first day of the last month of the fiscal year. Employees shall provide at least twenty-four (24) hours' notice to use holiday time or holiday time may be denied if the overtime is unable to fill the vacancy.. If no election is made to take the accrued hours as time off, then the employee shall be paid the balance of hours before the last day of the last month of the fiscal year. Where compensation is elected, it shall be paid at the hourly rate of time & one-half of the employee's hourly rate.

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**ARTICLE 13  
VACATION, SICK AND MAINE EARNED PAID LEAVE**

**Section 1: Annual Leave [Vacation Leave]:** Vacation annual leave shall be granted to all unit employees on an annual accrual basis. Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date. Vacation leave can be utilized in increments of one (1) hour.

- a. Bargaining unit employees eligible to for annual leave shall accrue their leave as follows:

After six (6) months of service, twenty-four (24) ~~hours~~  
After one (1) year of service, ~~ninety-six (96) hours~~

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After two (2) years of ~~service~~, one hundred ~~and~~ twenty (120) ~~hours~~  
After five (5) years of ~~service~~, one hundred ~~and~~ forty-four (144) ~~hours~~  
After ten (10) years of service, one hundred and sixty-eight (168) hours  
After fifteen (15) years of ~~service~~, one hundred ~~and~~ ninety-two (192) ~~hours~~  
After twenty (20) years of ~~service~~, two hundred ~~and~~ forty (240) ~~hours~~  
After twenty-four (24) years of ~~service~~, two hundred ~~and~~ eighty-eight (288) ~~hours~~

- b. Unit employees may carry for use in the following year an amount of Vacation Leave accrued in that year. Vacation Leave shall accrue on the employee's anniversary date of hire as a Bath FD employee.
- c. All vacation leave requires the approval of the Fire Chief and/or his designee. Vacation leave requests shall not be unreasonably denied. Only one (1) member from each Unit may be on vacation at a particular time.
- d. Upon termination or at the end of the employee's employment with the City of Bath, unit employee[s] shall be paid, at ~~their~~ base rate for all unused vacation leave at the time of separation.

**Section 2: Sick Leave:** Unit employees will accrue sick leave at a rate of ~~14~~ hours each full calendar month of service and may accumulate up to ~~1392~~ hours of sick leave. Unit employees will be permitted to use sick leave from the beginning of employment. Any time used in arrears will be deducted as it accrues for any new employees with up to two years of service, and at a maximum of 96 hours.

- a. Sick leave may be granted for and used for personal non-service-connected mental or physical injuries, illness, or diseases.
- b. A maximum of 48 hours can be used to care for immediate family members that include spouse, children, stepchildren, mother, father. Additional time may be granted at the discretion of the Fire Chief.
- c. Sick leave shall also be available for medical appointments; however, they shall be scheduled for off-duty time whenever possible. When scheduled during duty time, the period of sick leave will be the period of transportation to the medical facility, the appointment itself, and return travel to the station.

An employee will be paid an amount equal to wages for 25% of their accrued sick leave hours upon the date of separation if retiring or separating in good standing, and if the employee has reached age 60 or 20 years of full-time employment. In the event of the death of an employee, that amount shall be paid to the estate.

**Section 3: Procedure for Requesting & Utilizing Sick Leave:** An unplanned single-shift absence is an unexpected physical or mental illness, injury, or disease which prevents and employee from performing the essential functions of their job or that compromises their health and safety or that of their colleagues or the public. Employees of the Fire Department may not be paid sick leave unless they notify the Duty Officer the night before the employee's shift, but normally no later than 6:00 A.M. on the day of the shift, absent extenuating circumstances. At

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the time of the sick leave request, the employee must provide information to the Duty Officer to complete the Leave Request Form. It is the Duty Officer's responsibility to ensure the form is completed and submitted correctly. The employee should complete and sign a Leave Request Form as soon as possible but no later than the next shift or upon their return to work and submit it to the duty officer.

**Section 4: Medical Certification Requirement:** The City may require a unit employee to provide a medical certificate from their Medical Care Provider [MCP] upon returning to work for absences of two [2] or more consecutive shifts (based on the member's regular schedule). Pending receipt of such medical certification, the City may withhold approving the use of the employee's sick leave until the medical documentation is provided.

**Section 5: Sick Leave Misuse:** The Parties encourage unit employees to utilize their accrued sick as outlined in this agreement to ensure that employees have adequate sick leave to utilize for covered injuries, illnesses, and care of their family members. To this end, the Chief, or designated representative may review the sick leave records of unit employees from time-to-time to determine if there are potential patterns of sick leave misuse. Such patterns of such sick leave misuses may include but are not limited to the following:

- 1) The Captain uses sick days as soon as they are credited to them.
- 2) Use of sick leave the shift before or the shift after scheduled vacation, floating holidays, or swaps.
- 3) Use of sick leave on the days for which leave had been previously requested but denied.
- 4) Use of sick leave on a particular day of the week.
- 5) Use of sick leave which corresponds to an undesirable work assignment.

If the Fire Chief or their designee finds evidence of sick leave misuse, disciplinary action may be imposed pursuant to Article 10 of this Agreement. Absent gross misuse or misconduct, the first offense will not result in disciplinary action above a written warning. However, subsequent offenses may result in further disciplinary actions up to and including termination of employment.

**Section 6: Maine Earned Paid Leave Act:** Use of leave pursuant to this article is intended to comply with Maine's Earned Paid Leave law which takes effect on January 1, 2021 and any future revisions. The parties acknowledge that the provisions of this article, in addition to other available time off in this Agreement, including but not limited to holiday and bereavement, provide a greater benefit than the law requires. Time off used and requested will be applied to the appropriate accrual. In the event that the request for time off needed does not clearly fall into one of the permitted leaves provided by this Agreement, and is otherwise time off permitted by MEPL, leave will be deducted from vacation/sick time and can be taken in one hour increments. The first forty (48) hours of any leave taken at the beginning of each year, will be designated as MEPL.

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## ARTICLE 14 OTHER ABSENCES AND LEAVE

**Section 1: Bereavement Leave:** Bereavement leave (with pay) of up to two (2) consecutive shifts, shall be granted to a unit employee[s] in the event of a death in their immediate family and twelve (12) hours for the death of other relatives. Should a unit employee have a good faith reason to take this bereavement leave in non-consecutive shifts, the employee may submit a written request to the Fire Chief and/or designated representative for review and approval. Such requests will not be reasonably denied.

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For the purpose of this Section, Immediate family is defined as spouse, children, stepchildren, parents, brothers, sisters, stepparents, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, and grandchildren of the employee. Other relatives is defined as grandfather (in-law), grandmother (in-law), great grandfather (in-law), great grandmother (in-law), brother-in-law, sister-in-law, uncle, aunt, spouse's uncle and aunt, great aunt and uncle, spouse's great aunt and uncle, first cousin and spouse's first cousin.

In the event the unit employee is on paid vacation at the time of the death of a relative, the bereavement leave will not be charged against your vacation credit. Additional vacation or sick leave may be granted to compensate for those days used as bereavement leave.

**Section 2: Military Leave:** The City supports all of its employees who continue to serve in the military and commits to ensure all employees are supported in their service to our nation. The City will not discriminate against any employees who serve in the military and will follow all state and federal laws to ensure they are supported in their service.

**Section 3: Jury Duty:** The City considers it a civic duty to serve on a jury when summoned. In the event a full-time employee is selected to serve as a juror, during a regularly schedule shift, the City agrees to pay the difference between that employee's City salary and their jury stipend exclusive of mileage which the employee receives from the Court. The employee must also produce a written statement from the appropriate court/ public officials showing the date and time served and the amount of pay received.

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When serving on a jury, the employee is expected to call their Department Head daily to advise them of their status. In addition, the employee is expected to return to their job if excused from jury duty during their regularly scheduled shift.

**Section 4: Family Medical Leave:** The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. The FMLA will be administered in accordance with state and federal law.

**Section 5:** The City Manager may, at their discretion, grant permanent members of the Fire Department a leave of absence. During a Captain's term of employment, the Employee may, at the discretion of the City Manager, be granted multiple leaves of absence; however, the term of any such leave or consecutive leaves, shall not exceed one year. During such leave of absences granted by the City Manager, such member shall retain all rights of seniority, but all other benefits shall be suspended.

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The employee, however, may continue insurance benefits at his own expense. Family and medical leave may be taken in accordance with the provisions of applicable State and Federal law. During the course of such leave, medical benefits shall continue but all other benefits shall be suspended.

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**Section 6: Trading of Time:** Trading of Time [Shift Swaps] maybe exchanged between any member Captain of the BFD at the discretion of and approval of the Fire/Deputy Chief and or Deputy Chief . The City assumes no liability or responsibility for managing, tracking or paying for any work swaps.

**Section 7: Educational Leave:** Educational leaves may be granted upon the recommendation of the Chief of the Department and at the sole discretion of the City Manager. Such leaves shall be without pay and shall not exceed four (4) months in duration.

**Section 8: Maine Paid Family Medical Leave:** The Maine Paid Family and Medical Leave Law (PFML) and related payroll withholdings will begin on July 1, 2025. The PFML contribution per employee is 1% of an individual's wage rate, which is split equally between the employee and the City. PFML Benefits are scheduled to become available on May 1, 2026, and the City will follow all PFML program requirements. If statutory law changes affect the benefits or costs outlined in this agreement, both parties agree to amend the agreement to comply with said changes.

## ARTICLE 15 HOURS OF WORK AND OVERTIME

**Section 1: Hours of Work:** The regular work week for unit employees shall consist of an average of forty-two [42] hours per week based on a twenty-eight (28) day work period. Work shall be performed on the basis of one [1] twenty-four [24] on duty followed by three [3] twenty-four [24] days off duty with shifts to change at 0700 hours.

**Section 2: Overtime:** The City may require unit employees to work beyond the end of their scheduled shift and in addition to their regular 42-hour work week for public safety reasons. Overtime is defined as time worked over forty-two [42] hours a week. Overtime shall be paid at the rate of one and one-half [1 ½] times the employee's hourly rate for "all" hours worked over 42 hours per week.

**Section 3:** No employee shall work overtime unless authorized by the Fire Chief and/or ~~their~~ designee.

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**Section 4: Recall Back:** Off duty bargaining unit members responding to a mandatory training, sick leave replacement or vacation leave replacement shall be paid at overtime rates for the time actually on duty. For call back a minimum of three (3) hours will be guaranteed. Each call back shall continue until relieved and if a subsequent call back shall occur after the member has been relieved, then that second or subsequent call back shall be subject to the three (3) hours minimum. Responder(s) to a call back shall be required to report to the station within fifteen (15) minutes of accepting the call back.

**Section 5: Scheduled Meetings/Training:** All unit employees shall attend mandatory training when scheduled by the Fire Chief. The Fire Chief shall provide a forty-five (45) days written notice to the Union President of the training that is being scheduled. If mandatory training is scheduled during a period of time that a unit employee is previously scheduled for vacation leave, the unit employee will be afforded an opportunity to make-up any training missed upon ~~their~~ return to work.

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**Section 6:** If the City establishes a day shift, or if vacancies occur on the shift, existing members of the Department will be given the first opportunity to volunteer for the shift. The day shift will be staffed initially with new employees, to the extent that volunteers among current employees are not available. If a vacancy occurs in the twenty-four (24) hour shift, and the City elects to fill the vacancy, any day shift employee shall have the opportunity to change to the twenty-four (24) hour shift based on seniority.

**Section 7: Acting Out of Rank:** Unit employees may perform temporary service in a Captains position where the Captain is out for five (5) consecutive shifts. The unit employee filling in for a Captain shall be compensated at the probationary Captains hourly rate.

**Section 8: Forced Overtime.** Anytime the City sees fit to hire staffing that creates overtime and that time is not filled after making every attempt to use the current overtime procedure a member may be forced into work based on the following process:

- A second forced overtime book will be kept by the union. This book will be inverted from the current overtime book with the lowest person with seniority on the top. Hours will start at zero and then added as forced overtime is filled.
- The member with the lowest seniority and lowest amount of accrued forced overtime will be forced first. All possible attempts will be made to make contact with that person.

- The person being forced must be able to start working within one hour of being summoned for the forced overtime.
- The City shall hold over the junior person or a volunteer from the previous shift until the position is filled.
- During said time someone is forced every attempt will still be made to find coverage for the shift by the person that was forced in on overtime.

**Section 9: All Hands.** When the department is faced with an actual or impending emergency that requires additional personnel for preparation and/or mitigation, the Fire Chief or ~~their~~ designee shall have the authority to implement All Hands for emergency personnel.

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**Section 10: Mandatory Emergency Call Back.** All permanent members of the Department will be required to respond to the Department for work assignment in emergency situations when such work assignment is necessary, at the discretion of the Chief or Deputy Chief. An emergency situation is defined as a situation actual or immediately threatened, which by its nature or magnitude is beyond the ordinary demands of the Department as normally staffed. Employees on approved leave will not be required to respond. If an employee is otherwise unable to respond, absences will be excused at the discretion of the Chief or Deputy Chief.

**Section 11: Administrative Overtime:** Captains who are required to attend captain's meetings and perform other administrative functions outside of their regular work schedule will be paid overtime at one and one-half (1-1/2) times the captain's hourly rate. For all regularly scheduled meetings, the Chief will provide at least seven (7) days' notice of the meeting date. In the event of an emergency or other unforeseen issue which may arise, the Chief will provide as much notice as is practicable.

## ARTICLE 16 HEALTH AND SAFETY

**Section 1:** The City will continue to assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rules, or regulation. The Union agrees to cooperate with the City by encouraging unit employees to work in a safe manner and wear protective clothing and equipment prescribed by the City and to report observed safety and health hazards to the City in accordance with applicable procedures.

**Section 2: Station Uniforms:** The City will continue to provide unit employees with the basic clothing and uniform items pursuant to Fire Department's Standard Operating Procedure 100.7 dated November 4<sup>th</sup>, 2019, as may be amended by LMC from time to time.

- a. The City shall provide a uniform allowance of eight-hundred dollars (\$800.00) per employee per year commencing July 1, 2021 (only 10% of the uniform allowance shall be used for socks and underwear). There shall also be a stipend of seventy-five dollars (\$75.00) per year per employee for replacement or personal items lost or damaged during the course of employment.

The Parties agreed that unit employees may wear an IAFF pin on their Fire Department Uniforms, may display a Maltese cross union insignia on the left chest of T-Shirt(s), and may wear IAFF T-shirts in accordance with SOP 100.7 dated November 4, 2019, as may be amended by LMC from time to time. These item[s] shall not be maintained by the Employer.

- b. Unit Employees will be authorized to wear Specialty T-Shirts for Red Shirt Friday, Breast Cancer Awareness Month and/or other Specialty T-Shirts as mutually agreed to by the Parties.

**Section 3: Personal Protective Clothing:** The City shall continue to furnish and thereafter maintain at no cost to the employee all personal protective clothing and equipment necessary to preserve and protect the safety and health of the employees while performing their duties and responsibilities and meeting the BFD Mission pursuant to the applicable NFPA Standard(s). This section does not apply to the items outlined in Section 2 above and/or BFD SOP 100.7 unless otherwise agreed to by the Parties.

**Section 4: Medical Surveillance Program:** Each unit member on an annual basis shall be required to undergo a physical examination to be performed by the City's preferred occupational health provider, and at the expense of the City. The examination shall cover the following: Comprehensive Medical History, Vision Testing, Lifting Assessment, Modified Endurance Assessment, Grip Strength Testing, Flexibility/Agility Assessment, Full Systems Physical (with the exception of prostate and GYN), Pulmonary Function Testing, Tuberculosis Testing, Laboratory Blood Testing with focus on Cholesterol, Attention paid to physical condition and fitness program. The examination shall also include testing for Hepatitis C, and a Hearing Test. The parties, through the Labor Management Committee, will consider and implement options for baseline cancer screening for unit members.

If the result of the examination determines that the employee is not in their opinion fit for duty, the employee may seek a second examination by their personal care physician or specialist, and if certified by the physician or specialist as capable of returning to work at full duty, may return to regular duty with a written certificate addressing the issues for which the employee has been deemed unfit for duty.

All medical records shall be kept confidential by the employer and will not be released without the written consent of the employee.

**Section 5: Fitness Initiative:** The Labor-Management Committee will develop, implement, and maintain a “Fitness Program” based on the principles of the IAFF/IAFC Joint Labor Management Wellness/Fitness Program. The program will be mandatory for unit employees, part of the employee’s daily work assignments and prior to beginning the program, each unit employee must have taken a physical examination as specified in this article before beginning the fitness program. The fitness program shall include a baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed by determination of the Peer Fitness Trainer. To this end, the parties have agreed to create and maintain a Bath Fire Department’s Fitness Initiative for Fire Department employees.

**Section 6: Physical Agility Test [PAT]:** As part of the Fitness Initiative, the Labor-Management Committee will create and maintain a yearly Physical Agility Test (PAT) for unit employees. The PAT will be mandatory for unit employees and non-punitive. The purpose of the PAT will be to evaluate the employees progress in their respective Fitness Plan.

a) **Physical Agility Test Components may include but are not limited to the following:**

- Stair Climb
- Hose Drag
- Equipment Carry
- Ladder Raise & Extension
- Forcible Entry
- Search
- Rescue
- Ceiling Breach & Pull

b) The PAT is a pass/fail test based on a validated maximum total time as defined by the LMC.

c) No standards established will be discriminatory and the standards set are minimum standards.

d) Should an employee have a physician confirmed condition or injury that prohibits him/her them from completing one of the standard components of the assessment, an alternative test may be used. This alternative and the minimum standard for the alternative test shall be determined by mutual agreement between the Union and the City.

e) Should an employee fail to meet the standards set forth above or any revision of those standards, the employee shall be reevaluated by a certified Wellness/Fitness Coordinator to determine if current fitness initiative is appropriate. The employee will have the opportunity to retake the PAT in six (6) months.

f) If the employee fails the PAT at the 6-month retake point, the employee will again be reevaluated by a certified Wellness/Fitness Coordinator to determine what other adjustments maybe be needed to the employee's fitness initiative. The employee will be permitted to retake the PAT at the end of the year and prior to ~~their~~ annual physical. If at the end of one (1) year the employee is unable to pass the PAT or the AEPT , as part of their annual physical, the Medical Care provider will determine the employee's fitness for duty.

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**Section 7:** In the event that a member of the Bargaining Unit receives an injury or compensable illness arising out of and in the course of the member's duties, and for which worker's compensation is available, ~~they~~ shall be excused from duty. Upon the election of the employee, and to the extent that the employee has accumulated sick leave or vacation leave, ~~they~~ shall be paid the full week's pay from the City based on a 42-hour work week. Any worker's compensation benefits shall be paid over to the City. The difference between ~~their~~ worker's compensation pay and the full week's pay shall be considered sick leave and deducted from the employee's accumulated sick leave or from the employee's vacation leave if the employee elects to do so. Taxes, benefits, and other employee deductions shall only be withheld from the portion of the weekly pay paid by the City.

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## ARTICLE 17 BENEFITS & WAGES

**Section 1: Wages:** The wage scale for bargaining unit employees is outlined in Appendix C of this Agreement. The Employees shall be eligible for step increases based on time-in-grade from the anniversary of their employment. The pay period for unit employees shall be weekly.

**Section 2: Retirement:** The City agrees to provide the Maine Public Employees Retirement System program which allows retirement of firefighters after twenty-five (25) years of service at two-thirds (2/3) pay regardless of age. The employees' and employer's contribution shall be as determined by the Maine Public Employees Retirement System.

**Section 3: Health Insurance:** Effective January 1, 2018, the City agrees to participate in the cost of health insurance by offering the Maine Municipal Employee Health Trust's ~~Katahdin Plan~~, or ~~an MMEHT~~ equivalent. The premium cost of the policy coverage selected by the employee (i.e. single, family) shall be divided between the employee and the employer with the employee assuming fifteen percent (15%) of the premium cost and the employer assuming eighty-five percent (85%) of the premium cost.

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In addition, the City of Bath will provide a back-loaded Health Reimbursement Arrangement (HRA) at the rate of eighty percent (80%) of the deductible and co-

insurance expenses as defined by the Anthem Plan for each employee enrolled in the City's health Insurance Program.

**Section 4: Unit Employee Training Allotment:** For the purpose of providing additional Firefighter and EMS training and educational opportunities for unit members, the City agrees to set aside, the sum of Five Hundred Dollars (\$500.00) per-employee.

**Deleted:** <#>The City shall also contribute fifty dollars (\$50.00) annually to a Flexible Spending Account (FSA) for each enrolled employee. ¶

**Section 5: Cell Phones:** Where the Captain is required to provide a cell phone for use on duty, the City shall reimburse that Captain at the rate of twenty dollars (\$20.00) per month, toward the cost of the phone service.

#### **ARTICLE 18**

##### **RETURN TO WORK/MODIFIED DUTY PROGRAM**

**Section 1.** If a Captain sustains an injury or illness that prevents them from performing the full duties of their position, they may be eligible to return to work with modified assignments within their medical restrictions. Work-related illness and injuries are always considered for return to work with modified assignments within their medical restrictions. If requested by a member, personal illness and injuries will also be considered for return to work with modified assignments within their medical restrictions from a personal illness or injury.

**Section 2.** Requests must be made in writing to the Fire Chief, with medical documentation from the treating medical provider that clearly states the medical restrictions and expected timeframe. The request will be reviewed with the City Manager's Office.

**Section 3.** Modified duty assignments that support the mission of the Bath Fire and Rescue Department will be prioritized, along with regular daily work of the Department. Tasks will be determined by the Chief or their designee. The employee is responsible for adhering to their medical restrictions.

**Section 4.** Modified duty assignments will take place during business hours 0700 to 1700 Monday through Friday, totaling 42 hours. Temporary schedule changes will be considered. Modified duty assignments are not guaranteed and will be reviewed regularly based on employee and department needs. Restrictions that continue after three months may initiate the Americans with Disabilities Act and Act Amendments (ADA) interactive process. The employee will be paid their normal rate of pay and benefits for hours worked, or the rate of pay allowed by Workers Compensation.

#### **ARTICLE 19**

##### **DURATION AND CHANGE**

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**Section 1: Final Resolution:** This Agreement represents the total understanding of the parties. The parties to this Agreement agree that matters

covered by this contract shall not be the subject of bargaining during the term of this contract, except by mutual agreement of the parties.

**Section 2: Maintenance of Benefits:** It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

**Section 3: Severability:** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.

**Section 5: Duration of this Agreement:** This Agreement shall be in effect and binding upon both the City and Union during the period July 1, 2025 through June 30, 2028. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

**Section 6:** The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 23.

Dated at Bath, Maine, this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

**CITY OF BATH**

Marc S. Meyers, \_\_\_\_\_  
Bath City Manager

\_\_\_\_\_  
Witness

**PROFESSIONAL FIRE FIGHTERS OF BATH, IAFF Local 1611**

Benjamin Huebler, \_\_\_\_\_  
Local 1611 Union President

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Marc Wood, \_\_\_\_\_  
Local 1611 Captain's Unit Representative

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## APPENDIX A

Commented [EH1]: Updated Captain's Job Description



|                          |                             |
|--------------------------|-----------------------------|
| <b>Job Title</b>         | <b>Fire Captain</b>         |
| <b>Department</b>        | Fire and Rescue             |
| <b>Grade Level</b>       | - -                         |
| <b>FLSA Status</b>       | Non-Exempt                  |
| <b>Union Status</b>      | Fire Union – Captain’s Unit |
| <b>Employment Status</b> | Full Time Permanent         |
| <b>Last Updated</b>      | July 1, 2025                |

### GENERAL PURPOSE:

Performs a variety of administrative, supervisory, and technical work in the supervision and administration of fire suppression, emergency medical service, hazardous materials, and fire prevention activities.

### SUPERVISION RECEIVED:

Works under the general supervision of the Fire Chief and/or the Deputy Chief.

### SUPERVISION EXERCISED:

The Captain/Duty Shift Officer supervises all on-duty subordinates under their command. Assumes the Chief Officer roles and responsibilities in the absence of the Fire Chief and the Deputy Chief.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Supervises shift personnel, consistent with department policies, SOG’S and department procedures. Commands all emergency incidents until relieved by a senior command officer. Responsible for scheduled staffing and leave requests, as well as appropriate documentation.
- If directed by the Fire Chief, duties may include Inspections, Public Education, and Emergency Medicine Training programs. This includes all administrative functions of these programs: planning, research, development, reports, evaluation, organization, and conducting training or public education programs.
- Carries out all duties in accordance and conformance with Federal, State, County and City laws and ordinances.

- Supervises maintenance of departmental equipment, supplies, and facilities, as assigned.
- Responds to alarms, directs equipment and crews at emergency incidents. Acts as Incident Commander until relieved by the Fire Chief and/or the Deputy Chief or transfers command to an equal or higher-ranking department officer. Contacts and summons needed resources, logs, and completes all paperwork and documentation pertaining to emergency calls on their duty.
- Conducts research and prepares a variety of reports and records including personnel records and requisitions. Assists the Fire Chief with the development of standard operating procedures and guidelines and departmental policies.
- Performs the duties of subordinate personnel when needed. Performs other related duties upon request and as required.
- Coordinates activities with other supervisors or other city departments and exchanges information with officers in other fire departments.
- Maintains community relations with the public, department officers and city officials in the performance of fire department activities.

## **MINIMUM REQUIREMENTS**

### **Education and Experience**

- Six (6) years of full-time employment experience in fire prevention, suppression, and emergency medical service
- Maine State Certification as AEMT or Paramedic; Fire Fighter I & II; Fire Officer I & II; EVOC, and Hazardous Materials Operations, and completion of the National Incident Management System (NIMS) course 100.
- Supervisory experience is strongly preferred, such as supervisory experience in a related profession, or a recent certification in supervision or management from an accredited institution.
- Additional certification and training are strongly preferred, including Instructor/Trainor status in Fire, EMS, EVOC, Basic EMT, and/or State Fire Instruction; and specialized training in EMS Coordination, Public Fire Education, Fire Inspection, Juvenile Fire Setting, and NIMS courses 200-800.

### **Knowledge, Skills and Abilities:**

- Knowledge of modern fire suppression, prevention and emergency medical service principles, procedures, techniques, and equipment. Proficient in the operation of fire apparatus and equipment.
- Extensive knowledge of emergency medical aid and resuscitation techniques
- Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures, and regulations
- Ability to train and supervise subordinate personnel.
- Ability to perform work that requires good physical condition.
- Ability to communicate effectively and to give and receive verbal and written instructions.
- Ability to exercise sound judgment in evaluating situations and in making decisions.

- Ability to establish and maintain effective and productive working relationships with other personnel, supervisors, and the public.
- Must possess and maintain a valid driver's license in accordance with law.
- Must maintain required certifications and continue professional development within the roles and responsibilities of the position.

## **PHYSICAL REQUIREMENTS**

While performing the duties of this job, the employee is frequently required to stand, walk, use hands and fingers, handle or operate objects, tools, or controls, and reach with hands and arms. The employee is also required to sit, climb, balance, stoop, kneel, crouch, crawl, speak, listen, taste and smell. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move over 150 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Physical surroundings vary, including exposure to fire, hazardous chemicals, water, heights, large and small spaces, frequently under demanding and stressful circumstances. Exposure to varying weather conditions including rain, snow, heat, and freezing temperatures, often while wearing PPE or turnout gear. Work may involve an element of personal danger and dangers to others, and employee must be able to act without direct supervision and to exercise independent judgment in meeting emergencies. Work may also involve emotional or distressing situations. High level of physical effort required, such as climbing, bending, standing, and lifting. Regularly uses a desktop computer requiring eye-hand coordination and finger dexterity.

As NFPA guidelines require, employees must undergo an annual physical medical examination. This exam is to be performed by the City's preferred medical provider.

This job description does not constitute an employment agreement and is subject to change.

The City of Bath is an Equal Opportunity Employer

## **APPENDIX B**

### **LABOR ~ MANAGEMENT PARTNERSHIP COMMITTEE**

Section 1: The purpose of this Committee is to assist in developing a quality Labor-Management relationship between the Parties. The Committee is designed to provide a means for allowing the City and the Union to become Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. **The goals and objectives of this Committee are as follows:**

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost-effective service to the citizens of Bath
- Promote better morale among all Fire Department employees
- Enhance the working conditions for all Fire Department employees

Section 2: **Committee Structure and Conduct:** The LMC shall consist of two [2] Union Representatives [as determined by the Union] and two [2] Representatives from the City [as determined by the City]. In addition, at the request of one or more of the parties, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects.

All committee members will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 3: **Committee Meetings and Agenda:** The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1<sup>st</sup> meeting.

**Section 4: Decisions:** Decision-making within the labor-management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. The Parties must ensure that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.

If consensus is not reached, the issue[s] may be addressed pursuant to the terms and conditions of the CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee,

submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.

All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that Labor/Management Committee decisions, arrived at through consensus, constitute waivers of any rights that may exist to seek redress of that matter through any other forum, except as may be prohibited by law. All agreements reached by the committee will be signed by the parties and under no circumstances shall an agreement reached by the committee modify the current CBA.

All decisions of the Labor-Management Committee will be published jointly. All decisions will be posted for a thirty-day [30] period on all official bulletin boards as a result of the committee's actions.

**Section 5:** As one of the Committee's initial focuses will be to review all current Fire Department Standard Operating Guidelines (SOGs) and Standard Operating Procedures (SOPs) to ensure consistency with law, rule, NFPA Standards (where applicable), personnel policy (where applicable) and the terms & conditions of this Agreement. Any SOGs or SOPs or other Fire Department Policy, or any provisions therein, which are in conflict with this Agreement shall be null and void. The parties will work together to ensure all SOPs and SOGs are up to date, in compliance with applicable rules, standards and laws and are consistent with Department Mission and practice.

**Section 6:** Nothing in this Agreement and/or in this Appendix prevents the parties from revising this appendix as needed during the duration of this Agreement by mutual consent of the Parties.

**Section 7: Duration of this Appendix:** This Appendix will remain in full force and effect for the term of this Agreement as outlined in Article 19, Section 5 unless otherwise agreed to by mutual consent of the Parties.

**APPENDIX C**  
**WAGE AGREEMENT**

| <b>7/1/2025</b> | <b>0-1 YRS</b> | <b>1 YR</b> | <b>5 YR</b> | <b>7 YR</b> | <b>10 YR</b> |
|-----------------|----------------|-------------|-------------|-------------|--------------|
| <b>AEMT</b>     | 35.57          | 36.03       | 36.42       | 36.56       | 36.70        |
| <b>MEDIC</b>    | 38.45          | 38.90       | 39.58       | 39.79       | 40.02        |

| <b>1/1/2026</b> | <b>0-1 YRS</b> | <b>1 YR</b> | <b>5 YR</b> | <b>7 YR</b> | <b>10 YR</b> |
|-----------------|----------------|-------------|-------------|-------------|--------------|
| <b>AEMT</b>     | 37.00          | 37.47       | 37.88       | 38.02       | 38.17        |
| <b>MEDIC</b>    | 39.99          | 40.46       | 41.16       | 41.38       | 41.62        |

| <b>1/1/2027</b> | <b>0-1 YRS</b> | <b>1 YR</b> | <b>5 YR</b> | <b>7 YR</b> | <b>10 YR</b> |
|-----------------|----------------|-------------|-------------|-------------|--------------|
| <b>AEMT</b>     | 38.11          | 38.59       | 39.02       | 39.16       | 39.31        |
| <b>MEDIC</b>    | 41.19          | 41.67       | 42.39       | 42.62       | 42.87        |

| <b>1/1/2028</b> | <b>0-1 YRS</b> | <b>1 YR</b> | <b>5 YR</b> | <b>7 YR</b> | <b>10 YR</b> |
|-----------------|----------------|-------------|-------------|-------------|--------------|
| <b>AEMT</b>     | 39.25          | 39.75       | 40.19       | 40.34       | 40.49        |
| <b>MEDIC</b>    | 42.42          | 42.92       | 43.67       | 43.90       | 44.15        |

**APPENDIX A  
CAPTAIN'S POSITION DESCRIPTION**

|                     |                   |                      |            |
|---------------------|-------------------|----------------------|------------|
| <b>CLASS TITLE:</b> | Fire Captain      | <b>CODE NUMBER:</b>  | 303        |
| <b>DEPARTMENT:</b>  | Fire              | <b>GRADE NUMBER:</b> |            |
| <b>UNION:</b>       | Local 1611AFL-CIO | <b>STATUS:</b>       | Non-Exempt |
| <b>DATE:</b>        | August 25, 2015   |                      |            |

**GENERAL PURPOSE:**

Performs a variety of administrative, supervisory and technical work in the supervision and administration of fire suppression, emergency medical service, hazardous materials, and fire prevention activities.

**SUPERVISION RECEIVED:**

Works under general supervision of the Fire Chief

**SUPERVISION EXERCISED:**

As shift officer supervises all subordinates. In the absence of Fire Chief all personnel subject to his/her command.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Supervises shift crew as shift officer in their assigned duties as directed.

Duties may include, as directed by Fire Chief: Inspection, Public Education, and Emergency Medical and Training programs. This includes all administrative functions of these programs: planning, researching, developing, reporting, evaluating, organizing, conducting training or public education programs. Carries out duties in conformance with Federal, State, County and City laws and ordinances.

Supervises maintenance of departmental equipment, supplies and facilities.

Acts as Fire Chief in the absence of same when appointed.

Responds to alarms, directs equipment and crews at emergency, acts as Incident Commander until relieved by Fire Chief or transfers command to an equal or higher ranking Department officer. Contacts and summons needed resources, logs and completes all paperwork and documentation pertaining to emergency calls on his/her duty tour.

Conducts research and prepares a variety of reports and records including personnel records, and requisitions. Assists Chief with development of standard operating procedures and guidelines and departmental policies.

Performs other related duties as required.

**PERIPHERAL DUTIES:**

Performs the duties of subordinate personnel when needed.

~~Coordinates activities with other supervisors or other City departments and exchanges information with officers in other fire departments.~~

~~Maintains community relations with general public, department officers and other City officials in the performance of fire department activities.~~

**MINIMUM QUALIFICATIONS:**

- (A) 10 years of experience in fire prevention and suppression and emergency medical service work;
- (B) Degree in Fire Science or other related field or equivalent education;
- (C) Fire Officer Certification;
- (D) Certification as EMS Coordinator/Fire Instructor;
- (E) Must possess and maintain a valid Maine driver's license;
- (F) Must possess and maintain an AEMT certification, EVOC certification, Hazardous Materials Operations certification.

**SPECIAL REQUIREMENTS:**

- (A) ~~Knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; Extensive knowledge of emergency medical aid and resuscitation techniques and their application as demonstrated through State AEMT Certification; Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations;~~
- (B) ~~Skill in the operation of required tools and equipment.~~
- (C) ~~Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; Ability to establish and maintain effective working relationships with other employees, supervisors and the public;~~
- (D) ~~Desirable course work EVOC Instructor, State Fire Instructor, EMS Coordinator, Public Fire Education Officer, Fire Inspector, Juvenile Fire Setter, National Incident Management System (NIMS) courses 200, 300, 400, and 700, and other specialized certifications.~~

### **PHYSICAL DEMANDS:**

~~While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move over 150 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.~~

~~As NFPA guidelines require, employees must undergo an annual physical medical examination. This exam is to be performed by the medical provider(s) authorized in the union bargaining agreement.~~

~~The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.~~

~~The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.~~

### **APPENDIX C WAGE AGREEMENT**

| CURRENT |       | 0-1 YRS | 1 YR  | 5 YR  | 10 YR |
|---------|-------|---------|-------|-------|-------|
| -       | AEMT  | 29.11   | 29.45 | 29.56 | 29.71 |
| -       | MEDIC | 30.81   | 31.15 | 31.26 | 31.41 |

| 7/1/2022          | -     | 0-1 YRS | 1 YR  | 5 YR  | 10 YR |
|-------------------|-------|---------|-------|-------|-------|
| Market Adjustment | AEMT  | 29.34   | 29.68 | 30.04 | 30.29 |
| -                 | MEDIC | 31.04   | 31.38 | 31.99 | 32.39 |

| 1/1/2023 | -    | 0-1 YRS | 1 YR  | 5 YR  | 10 YR |
|----------|------|---------|-------|-------|-------|
| 5%       | AEMT | 30.81   | 31.16 | 31.54 | 31.80 |

|   |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|
| - | MEDIC | 32.59 | 32.95 | 33.59 | 34.01 |
|---|-------|-------|-------|-------|-------|

|          |       |         |       |       |       |
|----------|-------|---------|-------|-------|-------|
| 1/1/2024 | -     | 0-1 YRS | 1-YR  | 5-YR  | 10-YR |
| 3%       | AEMT  | 31.73   | 32.10 | 32.49 | 32.76 |
| -        | MEDIC | 33.57   | 33.94 | 34.60 | 35.03 |

|          |       |         |       |       |       |
|----------|-------|---------|-------|-------|-------|
| 1/1/2025 | -     | 0-1 YRS | 1-YR  | 5-YR  | 10-YR |
| 2%       | AEMT  | 32.37   | 33.06 | 33.46 | 33.74 |
| -        | MEDIC | 34.24   | 34.96 | 35.64 | 36.08 |

**APPENDIX C**  
**Wage Agreement**  
**Renegotiated and Approved**  
**December 7, 2023**

|         |       |         |       |       |       |
|---------|-------|---------|-------|-------|-------|
| CURRENT |       | 0-1 YRS | 1-YR  | 5-YR  | 10-YR |
| -       | AEMT  | 29.11   | 29.45 | 29.56 | 29.71 |
| -       | MEDIC | 30.81   | 31.15 | 31.26 | 31.41 |

|          |       |         |       |       |       |
|----------|-------|---------|-------|-------|-------|
| 7/1/2022 | -     | 0-1 YRS | 1-YR  | 5-YR  | 10-YR |
| MKT-ADJ  | AEMT  | 29.34   | 29.68 | 30.04 | 30.29 |
| -        | MEDIC | 31.04   | 31.38 | 31.99 | 32.39 |

|          |       |         |       |       |       |
|----------|-------|---------|-------|-------|-------|
| 1/1/2023 | -     | 0-1 YRS | 1-YR  | 5-YR  | 10-YR |
| 5%       | AEMT  | 30.81   | 31.16 | 31.54 | 31.80 |
| -        | MEDIC | 32.59   | 32.95 | 33.59 | 34.01 |

|           |      |         |       |       |       |
|-----------|------|---------|-------|-------|-------|
| 12/1/2023 | -    | 0-1 YRS | 1-YR  | 5-YR  | 10-YR |
| \$2.50    | AEMT | 33.31   | 33.66 | 34.04 | 34.30 |

|   |              |                  |                  |                  |                  |
|---|--------------|------------------|------------------|------------------|------------------|
| - | <b>MEDIC</b> | <del>35.09</del> | <del>35.45</del> | <del>36.09</del> | <del>36.51</del> |
|---|--------------|------------------|------------------|------------------|------------------|

|                 |              |                    |                  |                  |                  |
|-----------------|--------------|--------------------|------------------|------------------|------------------|
| <b>1/1/2024</b> | -            | <b>0-1<br/>YRS</b> | <b>1 YR</b>      | <b>5 YR</b>      | <b>10 YR</b>     |
| <b>3%</b>       | <b>AEMT</b>  | <del>34.31</del>   | <del>34.67</del> | <del>35.06</del> | <del>35.33</del> |
| -               | <b>MEDIC</b> | <del>36.14</del>   | <del>36.51</del> | <del>37.17</del> | <del>37.60</del> |

|                   |              |                    |                  |                  |                  |
|-------------------|--------------|--------------------|------------------|------------------|------------------|
| <b>7/1/2024</b>   | -            | <b>0-1<br/>YRS</b> | <b>1 YR</b>      | <b>5 YR</b>      | <b>10 YR</b>     |
| <del>\$0.50</del> | <b>AEMT</b>  | <del>34.81</del>   | <del>35.17</del> | <del>35.56</del> | <del>35.83</del> |
| -                 | <b>MEDIC</b> | <del>36.64</del>   | <del>37.01</del> | <del>37.67</del> | <del>38.10</del> |

|                 |              |                    |                  |                  |                  |
|-----------------|--------------|--------------------|------------------|------------------|------------------|
| <b>1/1/2025</b> | -            | <b>0-1<br/>YRS</b> | <b>1 YR</b>      | <b>5 YR</b>      | <b>10 YR</b>     |
| <b>2%</b>       | <b>AEMT</b>  | <del>35.50</del>   | <del>35.88</del> | <del>36.27</del> | <del>36.55</del> |
| -               | <b>MEDIC</b> | <del>37.38</del>   | <del>37.75</del> | <del>38.43</del> | <del>38.87</del> |

7/2/2025

2025-71

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: July 2, 2025

Responsible Dept: Police

Requested Action: Ordinance

Title

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Chapter 17, Vehicles and Traffic, Parking Appendix (NW Corner of Centre and Water Streets)**Summary**

Due to traffic safety concerns, request deletion of one 30min parking space at northwest corner of Centre St and Water St. This will increase visibility, room to turn, and offset parking 20' from the crosswalk (which is standard). This change is recommended after a review of crash analysis at that location and public feedback from downtown businesses. This issue was addressed at past Bicycle Pedestrian and Transportation committee meetings and approved for presenting to City Council.

**Staff Comments**

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Action: Recommend for passage

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City Manager**Introduced for:** New Business


**CITY OF BATH**


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Date:

**Chapter 17, Vehicles and Traffic, Parking Appendix (NW Corner of Centre and Water Streets)**

Current language:  
Centre Street

North Side: Starting at a point 20 feet from the intersection of Front Street and running in a westerly direction for 45 feet, Loading Zone (Ord. 6/23/99); From the westerly terminus of the loading zone and running west 150 feet, two-hour parking. From a point 150 feet west of the westerly terminus of the loading zone and running west 25 feet, handicapped parking. From a point 175 feet west of the westerly terminus of the loading zone to a point 85 feet east of Washington Street, two-hour parking. (3/2/2005) From a point 40 feet west of Front Street to a point 85 feet east of Washington Street, 2 hour parking, except that the last space before Water Street and the first space after Water Street shall be designated as 30 minute parking

Proposed language:

North Side: Starting at a point 20 feet from the intersection of Front Street and running in a westerly direction for 45 feet, Loading Zone (Ord. 6/23/99); *From the westerly terminus of the loading zone and running west 175 feet, two-hour parking. From this point, running west 20 feet, 30 min parking. From here running 20 feet, handicapped parking. From here running 20 feet west to the southwest corner of the intersection with Water St, no parking. From a point 40 feet west of the northwest corner of Water St intersection, no parking. From this point running 60 feet west, 2hr parking. From this point (100 feet west of the Water Street intersection) running west to the intersection with Washington Street, no parking.*



**CITY OF BATH  
POLICE DEPARTMENT**

**ANDREW M. BOOTH**  
CHIEF of POLICE  
**MICHELLE D. SMALL**  
DEPUTY CHIEF

250 Water Street

Bath, Maine 04530

(207) 443-5563

To: City Council  
From: Chief Andrew Booth  
Re: Parking Appendix changes  
Date: 7/2/25

City Council members,

I am proposing a needed change to the parking appendix in our City ordinance Chapter 17, Vehicles and Traffic, to eliminate one parking space at the northwest corner of Centre St/Water St, specifically the 30 minute space in front of the old dry cleaners. This is in response to officer observations, citizen complaints, and data analysis. I brought this issue up to the Bicycle, Pedestrian, and Transportation Committee last fall and it was unanimously decided to propose eliminating this spot.

Current language:

Centre Street

North Side: Starting at a point 20 feet from the intersection of Front Street and running in a westerly direction for 45 feet, Loading Zone (Ord. 6/23/99); From the westerly terminus of the loading zone and running west 150 feet, two-hour parking. From a point 150 feet west of the westerly terminus of the loading zone and running west 25 feet, handicapped parking. From a point 175 feet west of the westerly terminus of the loading zone to a point 85 feet east of Washington Street, two-hour parking. (3/2/2005) From a point 40 feet west of Front Street to a point 85 feet east of Washington Street, 2 hour parking, except that the last space before Water Street and the first space after Water Street shall be designated as 30 minute parking

Proposed language:

North Side: Starting at a point 20 feet from the intersection of Front Street and running in a westerly direction for 45 feet, Loading Zone (Ord. 6/23/99); From the westerly terminus of the loading zone and running west 175 feet, two-hour parking. From this point, running west 20 feet, 30 min parking. From here running 20 feet, handicapped parking. From here running 20 feet west to the southwest corner of the intersection with Water St, no parking. *From a point 40 feet west of the northwest corner of Water St intersection, no parking. From this point running 60 feet west, 2hr parking. From this point (100 feet west of the Water Street intersection) running west to the intersection with Washington Street, no parking.*

Chief Booth



Extend no parking area to 20' from crosswalk.  
Basically taking away 1 30 min parking space.

8/6/2025

2025-73

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: August 6, 2025

Responsible Dept: Community &amp; Economic Development

Requested Action: Resolution

Title

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Accept and appropriate CDBG Housing Assistance Program and CDBG Public Infrastructure Grant Funds
**Summary**

The State of Maine Department of Economic and Community Development (DECD) offers several federal grant opportunities through the Community Development Block Grant (CDBG) program to communities for projects that will benefit low to moderate income residents. In 2024 Bath applied for two programs, Housing Assistance and Public Infrastructure. The City has received notice of the following awards for 2025:

Housing Assistance    Amount: \$700,000

Funding will be used to support affordable housing development at 540 Centre St.

Public Infrastructure    Amount: \$999,900

Funding will be used to support the Commercial St pump station and force main improvement project.

DECD requires all communities to hold a public hearing to learn more about the projects awarded and receive public comment. Following the public hearing, communities are required to accept and appropriate the funds by resolution.

**Staff Comments**


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The City has a strong track record of utilizing CDBG funds to support affordable housing development in partnership with Bath Housing as well as utilizing the public infrastructure program to support sewer related infrastructure projects, staff recommends accepting both grants.

Action: Recommend for passage

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City Manager

**Introduced for:** Select



**CITY OF BATH**

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Date: 07/30/2025

Accept and appropriate CDBG Housing Assistance Program and CDBG Public Infrastructure Grant Funds

CITY OF BATH COUNCIL RESOLUTION

STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**WHEREAS**, the **City of Bath** applied to the Department of Economic and Community Development for two Community Development Block Grants to carry out community development programs; and

**WHEREAS**, the planning process required by Maine Law and the CDBG Program have been complied with, including participation in the planning process by low and moderate income families and individuals and **the community has conducted at least one duly advertised public hearing**; and

**WHEREAS**, the City of Bath is cognizant of the requirement that should the intended National Objective of the CDBG program not be met all CDBG funds must be repaid to the State of Maine CDBG program; and

**NOW THEREFORE**, be it resolved by the Council of the City of Bath that the City Manager (or other local government official or officer):

- 1) Is authorized and directed to accept and appropriate grant funds for the following program(s) and dollar amount(s) within the State of Maine’s CDBG Program:

Program: Housing AssistanceAmount: \$700,000

Program: Public InfrastructureAmount: \$999,900

To the Department of Economic and Community Development on behalf of the City of Bath, substantially in the form presented to this council;

- 2) Is authorized to make assurances on behalf of the City of Bath required as part of such applications, and
- 3) Is authorized and directed, upon acceptance of said funds to carry out the duties and responsibilities for implementing and said programs, consistent with the Charter of the City of Bath and the laws and regulations governing planning and implementation of community development programs in the State of Maine.

DATE ENACTED: \_\_\_\_\_

Municipal Seal

AUTHORIZED SIGNATURES

|      |      |
|------|------|
|      |      |
| Name | Date |
|      |      |
| Name | Date |
|      |      |
| Name | Date |
|      |      |
| Name | Date |
|      |      |
| Name | Date |

8/6/2025

2025-77

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: August 6, 2025

Responsible Dept: Public Works

Requested Action: Order

Title

Approval of Bid for Harward Street Pump Station and Sewer Interceptor Upgrade

**Summary**

Harward Street Pump Station and Sewer Interceptor Upgrade project was put out to bid. Three bids were received. The Public Works Department is recommending accepting the lowest bid from Crooker Construction LLC. of Topsham, Maine for \$9,889,725.00.

Project will be funded by:

Voter approved sewer bond - \$2,700,000

MIAF and other grants - \$4,428,400

TIF - \$2,850,000

**Staff Comments**

Action: Recommend for passage

City Manager

**Introduced for:** New Business



**CITY OF BATH**

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Date: 08/06/2025

Approval of Bid for Harward Street Pump Station and Sewer Interceptor Upgrade

WHEREAS, the City of Bath Public Works Department intends to execute the Harward Street Pump Station and Sewer Interceptor Upgrade Contract; and

WHEREAS, the City has gone out to bid for this project; and

WHEREAS, the City has received and opened three bids relative to the project; and

WHEREAS, the most qualified bid was provided by Crooker Construction LLC. of Topsham, Maine for a bid price of \$9,889,725.00.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath approve the bid price provided by Crooker Construction LLC, of Topsham, Maine of \$9,889,725.00 for the Harward Street Pump Station and Sewer Interceptor Upgrade Contract be and hereby is accepted and the City Manager is authorized to execute any and all documentation necessary to finalize the contract. The funds for this purchase are designated in the voter approved sewer bond, grants and TIF.

8/6/2025

2025-78

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: August 6, 2025

Responsible Dept: Finance

Requested Action: Ordinance

Title

BOND ORDINANCE: Authorizing up to \$2,026,500 of the City's General Obligation Bonds to Finance the Commercial Street Pump Station and Force Main Upgrade and Stormwater Study

**Summary**

In November of 2023 the voters approved a \$24,653,000 wastewater bond for CSO Master Plan, Water Pollution Control Facility, and Collection System projects. The City is in the process of applying for loans and grants to capitalize on the bond approved by voters.

The City applied to Maine Department of Environmental Protection for SRF loans and grants for the Commercial Street Pump Station and Force Main Upgrades project. The City of awarded FY2024 Clean Water State Revolving Fund (CWSRF) Green Project Reserve Principal Forgiveness of \$1,000,000. The City reapplied for FY25 and was awarded another \$1,000,000 principal forgiveness and \$5,801,085 of SRF loan. Even through the \$2M is principal forgiveness, the City still has to borrow the money. In working with our Bond Attorney, it was agreed the best approach would be to have the council approve the additional borrowing of \$2M so it does not reduce the amount of the \$24.6M voter approved bond.

The City was also awarded \$26,500 of Stormwater and Nonpoint Source Funding Principal Forgiveness.

**Staff Comments**

Action: Recommend for passage

City Manager

**Introduced for:** First Reading



**CITY OF BATH**

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Date: 08/06/2025

BOND ORDINANCE: Authorizing up to \$2,026,500 of the City's General Obligation Bonds to Finance the Commercial Street Pump Station and Force Main Upgrade and Stormwater Study

See Attached

## BOND ORDINANCE

AUTHORIZING UP TO \$2,026,500 OF THE CITY'S GENERAL OBLIGATION BONDS TO FINANCE THE COMMERCIAL STREET PUMP STATION AND FORCE MAIN UPGRADE, AND STORMWATER STUDY

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH, AS FOLLOWS:

- Section 1. That a sum of up to, but not to exceed, \$2,026,500, plus the sale premium of and investment earnings on the bonds authorized in Section 2 below, is hereby appropriated for the purpose of funding the following equipment, and vehicles, including issuance costs therefor:
- Commercial Street Pump Station and Force Main Upgrade
  - Stormwater Utility Feasibility Study
  - 
  -
- Section 2. That, for the purpose of funding the aforesaid appropriation, the City Treasurer, with the approval of the Chair of the City Council and the City Manager, is hereby authorized, in the name of and on behalf of the City, to issue the City's bonds or notes in anticipation thereof, in the stated principal amount of up to, but not to exceed, \$2,026,500, plus sale premium, under and pursuant the City Charter and Title 30-A, Section §5772 of the Maine Revised Statutes.
- Section 3. That any and all bonds or notes in anticipation thereof issued pursuant to this Ordinance are issued pursuant to Chapter 8 of the City Charter and shall be signed by the City Treasurer and countersigned by the Chair of the City Council and the City Manager.
- Section 4. That any and all bonds issued pursuant to this Ordinance shall be payable in annual installments, which need not be equal, the total amount of which shall extinguish the entire debt at maturity pursuant to the requirements of 30-A M.R.S.A. Section 5772(3), pursuant to Section 807 of the City Charter.
- Section 5. That the term of any bonds issued pursuant to this Ordinance shall not exceed twenty - six (26) years.
- Section 6. That the City Treasurer, with the approval of the Chair of the City Council and the City Manager, shall determine the date or dates, maturities (not to exceed the maximum term specified above), denominations, interest rate or rates, place(s) of payment, premium(s), call(s) for redemption (with or without premium), form(s), refunding(s), and any other details of any bonds or any notes in anticipation thereof to be issued pursuant to this Ordinance, such approval to be conclusively evidenced by the execution thereof.
- Section 7. That the City Treasurer, with the approval of the Chair of the City Council and the City Manager, is hereby authorized to make any bonds or notes in anticipation thereof issued pursuant to this Ordinance subject to prepayment and call for redemption with or without premium prior to the stated maturity date at the election of the City.

- Section 8. That the City Treasurer is hereby authorized to take all such action as may be necessary to designate any bonds or notes in anticipation thereof issued pursuant to this Ordinance (to the extent such designation is available) as qualified tax-exempt obligations for purposes of Section 265(b) of the Code.
- Section 9. That the bonds or notes in anticipation thereof issued pursuant to this Ordinance shall be general obligations of the City, backed by the full faith and credit and taxing power of the City.
- Section 10. That the City Treasurer is authorized to do or cause to be done all such acts and things, and to execute and deliver any and all contracts, agreements, certificates, and other documents as may be necessary or advisable, including but not limited to an Arbitrage and Use of Proceeds Certificate and a Continuing Disclosure Certificate, to carry out the provisions of this Ordinance in connection with the issuance and delivery by the City of the bonds or notes in anticipation thereof.
- Section 11. That if the City Treasurer, Chair of the City Council, City Manager, or Clerk are for any reason unavailable to approve and execute the bonds or notes in anticipation thereof issued pursuant to this Ordinance, any loan agreement or any related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had himself or herself performed such act.
- Section 12. That during the term any of the bonds authorized hereby are outstanding, the City Treasurer is hereby authorized, in the name and on behalf of the City, to issue and deliver refunding bonds on either a current or advance refunding basis, to refund some or all of the bonds then outstanding, and to determine the date, form, interest rate, maturities (not to exceed 26 years from the date of issuance of the original bonds) and all other details of such refunding bonds, including the form and manner of their sale and award. The City Treasurer is hereby further authorized to provide that any of such refunding bonds hereinbefore authorized be made callable, with or without premium, prior to their stated date(s) of maturity, and each refunding bond issued hereunder shall be signed by the City Treasurer and countersigned by the Chair of the City Council and the City Manager, sealed with the seal of the City, and attested by its Clerk.
- Section 13. That any suit questioning the validity of this Ordinance shall be barred unless commenced within forty-five (45) days following the effective date in accordance with Section 809 of the City Charter.

8/6/2025

2025-79

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: August 6, 2025

Responsible Dept: Planning

Requested Action: Approval

Title

Land Use Code 1.07 amendment, BIW proposed rezoning of Industrial/Shipyard(I) District-700 Washington Street

**Summary**

In accordance with procedure at Land Use Code 1.07, After receipt of the Planning Board's recommendations, the City Council must consider and take all appropriate action on the proposed amendment in accordance with requirements of the Bath City Charter, the Council's Rules of Procedure adopted pursuant thereto, and the laws of the State of Maine.

The applicant is seeking rezoning to make setback changes to the Industrial/Shipyard (I) District

**Staff Comments**

See application, letter revising proposed amendment, and staff memos for more information

Action: No Recommendation

City Manager

**Introduced for:** Select



**CITY OF BATH**

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Date:

Land Use Code 1.07 amendment, BIW proposed rezoning of Industrial/Shipyard(I) District-700 Washington Street

Bath Iron Works' Request for  
Land Use Code Amendments

June 2025

Thank you for allowing Bath Iron Works (the "Applicant") to present this information pertaining to its request for certain Land Use Code amendments.

As stated in the application and cover letter, the request being made is to modify the development regulations found in Article 8, Section 14 of the Land Use Code. This article and section deal specifically with the "Industrial/Shipyard" District, also known as the "I" District. Currently, the Bath Iron Works shipyard is the only area of "I" District in the City of Bath, so the development regulations for that District and the amendments being requested only pertain to Bath Iron Works' property.

The Applicant is requesting that the Front Minimum Setback be reduced to 15 feet and the Front Minimum Yard Area be reduced to 6 feet. Both of these proposed changes would match the same regulations of the C-2 District that are currently found across Washington Street from the Shipyard, thereby creating a uniform corridor on both sides of the street. The applicant is also requesting that ambiguities in the Code pertaining to waterbody setbacks and yard areas for water-dependent uses be resolved by deleting the exception language from Section C and creating a new Section E as follows:

**E. Water-Dependent Uses**

For buildings and structures built or renovated for water-dependent uses, as defined by Article 2 of this Code, minimum setbacks and yard areas from waterbodies shall not apply, and minimum setbacks and yard areas from side and rear lot lines shall not apply in those specific cases where a side and/or a rear lot line abut(s) a waterbody.

The purpose of the "I" District as stated in the current Code is to *"...serve industrial needs, while also controlling impacts on surrounding residential and commercial neighborhoods."* In order to serve the industrial needs of Bath Iron Works in the future, these requested Code amendments are a necessity. Several current and future projects, such as the proposed Parking Garage or the future Panel Line Extension, cannot be executed under the constraints of the current code. Furthermore, by matching the development regulations of the C-2 District that is across Washington Street, which is what this request entails, the Code would continue to control the impacts on the surrounding residential and commercial neighborhoods due to the fact that the proposed Code revisions will ensure that future developments are set farther away from Washington Street than all the other existing buildings at the Shipyard that currently have such frontage. From the Main Office to the Assembly Building, there over 2,100 feet of buildings along Washington Street that are nearly a century old with setbacks and yard areas ranging from 7.5 feet to 0.5 feet and that are well-established fixtures of the Washington Street landscape. Consequently, reducing the setbacks and yard areas for future buildings, as the Applicant is requesting, would not have an adverse effect on adjacent neighborhoods.

According to the City of Bath 2023 Comprehensive Plan, the Applicant's Shipyard and the corresponding "I" District lie within the "Central Core" of the City, and any *"New Development in these areas should require design standards that prioritize compatibility with existing historic structures..."* The proposed

Code amendments will bring the Space and Bulk Regulations of the “I” District more in line with the existing structures that are found along both sides of Washington Street at the Shipyard. Additionally, current and future projects that are contemplated by the Applicant and that would be affected by the proposed Code Amendments would align with the Comprehensive Plan. The proposed parking garage and surface lot expansions will not be stand-alone facilities, but rather they will be components of the larger Shipyard campus, complete with setbacks and yard areas that exceed the minimums, state-of-the-art stormwater treatment, renewable energy sources, and plentiful landscape screening. These new parking facilities will be offered for the use of the public during certain events, which will support Downtown Bath as a destination. Lastly, portions of the proposed Transporter Road project that would be subject to the revised regulations contain ample natural screening from the residential properties across the street in the form of a steep cliff that exceeds 20 feet in height at some points as well as tall, mature trees with thick foliage beneath. This is in accordance with the Comprehensive Plan, which states *“Surface parking should be located to the rear of buildings with landscaping and screening integrated. Parking garages should only be constructed as part of a larger development.”*

The Plan goes on to say *“...pedestrian and bicycle safety should be improved with more crosswalks, sidewalks, bike lanes, and traffic calming efforts.”* While the requested Code amendments do not specifically pertain to the above items, the setbacks and yard areas that would be created by the requested amendments would enable wider sidewalks and bike paths that now can be built with a safe separation from Washington Street. Furthermore, the Washington Street improvements that are currently proposed by the Applicant not only include such sidewalks and bike paths, but they also include shorter, wider, and better-lit crosswalks that will be pedestrian-activated in the same manner as a traditional “red light” traffic signal. The new sidewalks and bike paths currently proposed would create a meaningful connection between the South End neighborhood and the Downtown dining, shopping, and recreational areas as they pass by new landscaping features, park benches, and informational displays in accordance with the Plan, which states *“The space around and under the Viaduct should be transformed into an inviting connection through a street and land use redesign that includes lighting, landscaping, murals, and public amenities like benches and picnic tables, especially around the key corridors to Washington Street and High Street.”*

In conclusion, it is imperative that the requested Land Use Code amendments be adopted as soon as possible. Not only does the fulfillment of the Applicant’s current and future projects along Washington Street depend on them, but so also does the future viability of the Shipyard in the face of projected sea level rise and westward expansion of the Kennebec River. The Applicant thanks the City Council, Planning Board, and Staff for their time and consideration of our request. This request is the only action that the Applicant is making of the City Council and Planning Board at this time. No additional re-zoning or amendments to the Land Use Code are being contemplated for this phase of our Washington Street Improvement Project. We hope that you will find agreement with our request, that the adoption of these proposed Code amendments aligns with the Bath Comprehensive Plan and is in the best interest of Bath Iron Works as well as the City of Bath and its residents.

July 30, 2025

Jenn Curtis, Director of Planning  
City of Bath, Maine  
55 Front Street  
Bath, ME 04530

**RE: Revised Land Use Code Amendment Request**

Dear Ms. Curtis:

On July 8, the Planning Board voted not to recommend the text of our original proposal. As part of public comment, concerns were expressed that the changes being requested were too broad and would give BIW too much flexibility in the future use of its property along Washington Street – a “blank check,” so to speak. These concerns were especially heightened in the area of the proposed Transporter Road project. Reflecting on the concerns raised at that meeting, we would like to modify our initial request. We have scaled back our current proposal to a much more limited change in the Land Use Code, necessary only for the construction of Lot F and the Parking Garage and the future redevelopment of the Panel Line, the production building at the south end of the Assembly Building.

We are putting off any request for changes affecting the Transporter Road project which we hope will satisfy the concerns of the Planning Board, City Council, and those residents who have provided input at municipal and community meetings. This project is on indefinite hold to allow time for further conversations about the best use of that property.

What we are now putting forward is a more specific, targeted, and simple request. We believe that this proposal addresses the concerns of the Planning Board and those of the City Council while still accomplishing the core goals that are important to BIW. These core goals consist of Lot F, the Parking Garage, and the future redevelopment of the Panel Line extension, but do not include the Transporter Road.



The following is an excerpt from the current Land Use Code (ref. Section 8.14):

|                                  |                                                                            |
|----------------------------------|----------------------------------------------------------------------------|
| <b>MINIMUM LOT AREA</b>          |                                                                            |
| 1. All uses.....                 | None                                                                       |
| <b>MINIMUM LOT WIDTH PER LOT</b> |                                                                            |
| 1. All uses.....                 | None                                                                       |
| <b>MINIMUM SETBACKS</b>          |                                                                            |
| 1. Front.....                    | 50 feet                                                                    |
| 2. Side.....                     | 25 feet                                                                    |
| 3. Rear.....                     | 25 feet                                                                    |
| 4. From waterbodies.....         | 25 feet, except none for buildings and structures for water-dependent uses |
| <b>MINIMUM YARD AREAS</b>        |                                                                            |
| 1. Front.....                    | 25 feet                                                                    |
| 2. Side.....                     | 5 feet                                                                     |
| 3. Rear.....                     | 5 feet                                                                     |
| 4. From waterbodies.....         | 5 feet, except none for buildings and structures for water-dependent uses  |
| <b>MAXIMUM LOT COVERAGE</b>      |                                                                            |
| 1. All uses.....                 | 75 percent                                                                 |
| <b>MAXIMUM BUILDING HEIGHT</b>   |                                                                            |
| 1. All uses.....                 | 75 feet                                                                    |

Our revised proposal below targets the reductions in the front setback and yard area requirements so they only apply to the specific project areas where they are needed; specifically, setbacks of 35 feet for the Parking Garage and 15 feet for the Panel Line Expansion, and yard areas of 5 feet for the Parking Garage, Panel Line, and Lot F. This can be done by setting certain geographic boundaries as follows:

|                                                 |                                                                            |
|-------------------------------------------------|----------------------------------------------------------------------------|
| <b>MINIMUM LOT AREA</b>                         |                                                                            |
| 1. All uses.....                                | None                                                                       |
| <b>MINIMUM LOT WIDTH PER LOT</b>                |                                                                            |
| 1. All uses.....                                | None                                                                       |
| <b>MINIMUM SETBACKS</b>                         |                                                                            |
| 1. Front, between Route 1 and Fisher Court..... | 35 feet                                                                    |
| Front, between Castine Ave and Hinckley St..... | 15 feet                                                                    |
| Front, all other areas.....                     | 50 feet                                                                    |
| 2. Side.....                                    | 25 feet                                                                    |
| 3. Rear.....                                    | 25 feet                                                                    |
| 4. From waterbodies.....                        | 25 feet, except none for buildings and structures for water-dependent uses |
| <b>MINIMUM YARD AREAS</b>                       |                                                                            |
| 1. Front, between Route 1 and Fisher Court..... | 5 feet                                                                     |
| Front, between Castine Ave and Pine St.....     | 5 feet                                                                     |
| Front, all other areas.....                     | 25 feet                                                                    |
| 2. Side.....                                    | 5 feet                                                                     |
| 3. Rear.....                                    | 5 feet                                                                     |
| 4. From waterbodies.....                        | 5 feet, except none for buildings and structures for water-dependent uses  |
| <b>MAXIMUM LOT COVERAGE</b>                     |                                                                            |
| 1. All uses.....                                | 75 percent                                                                 |
| <b>MAXIMUM BUILDING HEIGHT</b>                  |                                                                            |
| 1. All uses.....                                | 75 feet                                                                    |

As you can see, the text that has been proposed above makes no changes to the existing setback or yard area requirements south of Pine Street where the Transporter Road is located. Reducing the minimum front yard area to 5 feet north of Pine Street will allow the proposed Lot F to proceed as planned, including the new bus parking areas on Washington Street, but because the 50-foot building setback is not being changed for Lot F, if any building were proposed there in the future, it would still have to be located 50 feet away from the street.

In conclusion, BIW has requested certain Land Use Code amendments that would reduce the space regulations of Section 8.14 (Industrial/Shipyard District). These reductions are important, not only for the execution of future BIW projects, but also to bring the regulations more in line with best practices in land use regulation, as was recently outlined in your Staff Memo to the Planning Board. According to the memo, the City's zoning consultant, Camiros, the American Planning Association, the 2023 Bath Comprehensive Plan, and many other cities and towns in Maine all align in their treatment of setbacks in industrial zones. The above code amendments would provide clarity to BIW and allow us to proceed to the next step in the overall project while still protecting the interests of neighboring landowners and the City of Bath as a whole.

Please feel free to contact me at any time should you or your colleagues have any questions or concerns. As always, we appreciate your time and your assistance with our Code Amendment request.

Sincerely,

**BATH IRON WORKS**



Brian Salter, P.E.  
Principal Civil Engineer



Jennifer Curtis  
Director of City Planning  
jcurtis@cityofbath.com

**MEMO**

**To:** Marc Meyers, City Manager  
**From:** Jenn Curtis, Director of Planning  
**Date:** July 30, 2025  
**Re:** BIW Proposed Rezoning of Industrial/Shipyard(I) District – 700 Washington St

**Requested Action:**

***In accordance with procedure at Land Use Code 1.07, the City Council should review the application for land use code amendment and take all appropriate action on the proposed amendment in accordance with requirements of the Bath City Charter, the Council's Rules of Procedure adopted pursuant thereto, and the laws of the State of Maine.***

**Overview:**

The applicant is seeking rezoning to make the following changes to the Industrial/Shipyard (I) District:

~~Reduce the Minimum Front Setback from 50' to 15' [superseded a/o July 30, 2025]~~

~~Reduce the Front Yard Area from 25' to 6' [superseded a/o July 30, 2025]~~

~~Delete the Minimum Setback from Waterbodies [superseded a/o July 30, 2025]~~

~~Delete the Minimum Yard Area from Waterbodies [superseded a/o July 30, 2025]~~

~~Add a section stating "The minimum setback and yard area requirements do not apply for buildings or structures with water dependent uses." [superseded a/o June 4, 2025]~~

~~Add a section stating "For buildings and structures built or renovated for water dependent uses, as defined by Article 2 of this Code, minimum setbacks and yard areas from waterbodies shall not apply, and minimum setbacks and yard areas from side and rear lot lines shall not apply in those specific cases where a side and/or a rear lot line abut(s) a waterbody". [superseded a/o July 30, 2025]~~

See attached Letter from Brian Salter "RE: Revised Land Use Code Amendment Request", dated July 30, 2025

**Background**

The application for Land Use Code Amendment was received in the Planning Office on May 13, 2025.

It was found to have merit to proceed to the Planning Board on June 4, 2025

On June 16, 2025, the Planning Board held a meeting that was also a site investigation at 700 Washington on the steps of the administrative building approximately across from Fisher Court. The applicant explained how the projects they intend to propose would be helped by the proposed changes, including the proposed parking garage, proposed panel line building project, and the proposed Transporter Road project. The Planning Board requested staff provide an analysis of the requested rezoning by the applicant as compared to the draft zoning recode. It was mutually agreed that additional site visits could happen with each of the future projects after applications for their site plan approval had been made.

On July 8, 2025 the Planning Board held a public hearing on the proposal that was well attended by the Weeks Street neighborhood. The Planning Board also voted on a recommendation to Council.

On July 30, 2025, the applicant submitted a letter of amendment to the proposal.

#### **Site Description:**

The Industrial/Shipyard District, which encompasses the shipyard property east of Washington Street, and south of the viaduct, all the way down to the property just north of the Maritime Museum.

To the north of the site is a small section of the C1 District north and west of what was King Street. It also borders two small slivers of property just south of the railroad line. To the East is the Kennebec River. To the south is a Residential District. To the West, it is bordered by Washington Street. Across Washington Street, north of Shaw Street, it is bordered by Mixed Commercial and Residential (C2) District, and to the west, south of Shaw Street, R1 High Density Residential.

The area of the Industrial/Shipyard District sandwiches or overlaps with other zoning districts, including the shoreland zone (denoted by the dark blue line on the zoning map at Figure 1, mapped wetlands (green with diagonal stripe), Park and Open Space (light green) and Resource Protection (dark green) including the Trufant Marsh Contract District at 8.19 of the Land Use Code. These zoning districts and overlays have their own zoning district criteria, and as proposed, would remain.

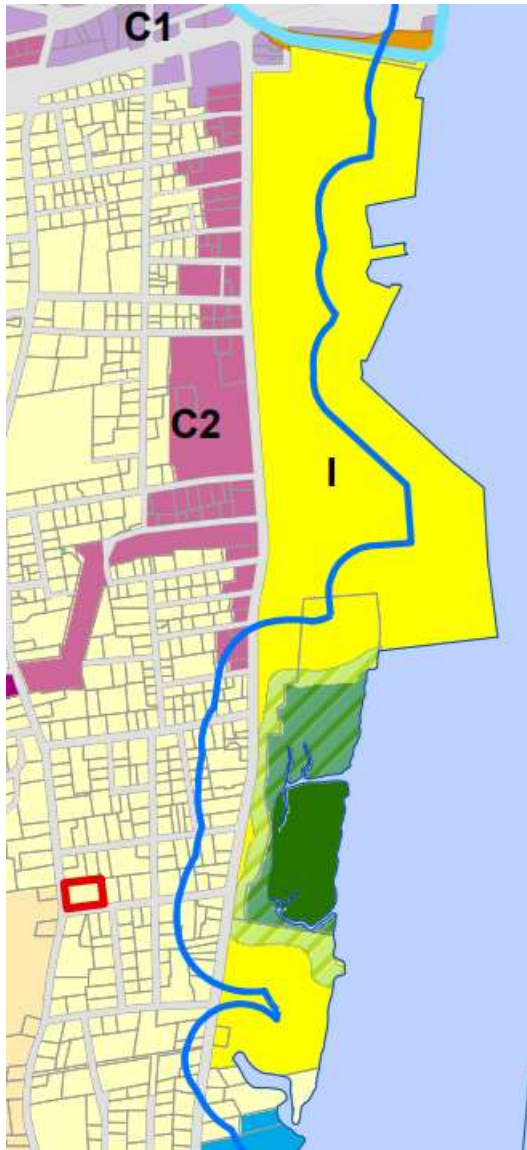


Figure 1: Industrial District, as depicted on the City of Bath Zoning Map

**Relevant State of Maine Statute, Title 30-A, §4352. Zoning ordinances**

Of note:

1. Public participation required. The public shall be given an adequate opportunity to be heard in the preparation of a zoning ordinance.
2. Relation to comprehensive plan. A zoning ordinance must be pursuant to and consistent with a comprehensive plan adopted by the municipal legislative body

**Relevant Bath Land Use Code**

Article 1: General Provisions  
Subsection 1.07 Amendments

“F. City Council Action After the Planning Board’s Recommendation After receipt of the Planning Board’s recommendations, as described previously, the City Council must consider and take all appropriate action on the proposed amendment in accordance with requirements of the Bath City Charter, the Council’s Rules of Procedure adopted pursuant thereto, and the laws of the State of Maine.”

**What did the Planning Board say and recommend?**

The Planning Board recommended to the City Council that they ought not to approve the request. Vice Chair Jim Hopkinson commented that he is very comfortable with how our process works with a contract rezone.

The Planning Board voted unanimously in favor.

For additional context, Mr. Hopkinson also shared, prior to making the motion:

- The planning board authority is limited to making a recommendation to City Council,
- If he has mixed feelings, he takes that as an indication that he needs more information
- He appreciated the staff recommendations – as an attempt to recognize some of the needs of the applicant and what staff heard from some members of the public although he’s not sure he’s had enough time to think through all the implications.
- He understood where the applicant was coming from and thought there were many things they said that were reasonable and appropriate in terms of their needs and desires.
- Heard a lot of neighborhood concern about the unknown.
- He feels the board is usually reasonable with regard to contract rezoning to address the neighbors and publics concerns on a case by case basis.
- He wants more time to look at the overall zoning code update to consider that in context of the request.
- Overall, didn’t feel ready to recommend it for approval and feels that more work needs to be done - he would be happy to roll up his sleeves and work on it in workshop or to work on a contract rezone.

**Staff comment:** It is understandable why people like the idea of contract rezoning to limit the area of potential impact, but I think doing so would cause the city to miss out on the opportunity to bring an entire zoning district into alignment with the city’s comprehensive plan and could cause additional issues by relying too heavily on contract zones. Here are some things to consider:

### **When does contract zoning make sense?**

It makes sense when there is a limited area within a district the city wants to rezone, or when the comprehensive plan is out of alignment with the city's needs for the future. We currently have an opportunity to update the dimensional criteria for a whole zoning district to work with our recently updated comprehensive plan. It could be a missed opportunity if we limit the change by project area. The city has an opportunity to start a new trend for how it approaches development – to make it predictable and encouraged when it meets the city's goals, instead of an unpredictable process that discourages investment.

### **What about the marsh and traffic impacts on our neighborhoods?**

Those things are important! There's no need to worry though, because the Trufant Marsh is protected by the city's Resource Protection District, and the wetlands are protected by the Natural Resource Protect Act by Maine DEP, and under section 404 of the Clean Water Act by the Army Corps of Engineers, and all of it is protected by the Environmental Health and Protection Standards in the Land Use Code, in Article 10 Performance Standards at 10.13-10.20. So, it will be looked out for during any future project review process and is not at risk of undue adverse impact. Regarding traffic impacts - every project also needs to meet the requirements of 10.02,H of the land use code: "H. Where necessary to safeguard against hazards to traffic and pedestrians and/or to avoid traffic congestion, provisions must be made for turning lanes, traffic directional islands, frontage streets, and traffic controls within the public streets.", so, potential future traffic impacts would be dealt with during project review. (All parking expansions in the Industrial Shipyard District require site plan review by the Planning Board).

#### **When/how would the traffic concern be dealt with?**

It is likely that if a Transporter Road parking project is brought forward, it would need a DOT Traffic Movement permit, and the city would require a traffic movement study with recommendations, *and the input from the Weeks Street neighborhood would be incredibly relevant to that discussion.* It might be the case that Washington Street would end up with a divider and signage directing traffic exiting the Transporter Road. That's when and how that type of impact is supposed to be dealt with. Not during rezoning.

### **The relationship between the comprehensive plan, zoning, and performance standards, and why the discussion has gotten so complex**

If a comprehensive plan was like the plans for a building, zoning would be the information about what each specific room is used for, where the doors and windows should be, and where furniture can go. The performance standards would be the specific quality control requirements – like what type of lighting is required. It gets overwhelming quickly when all

three levels of planning and review are involved in a discussion. It helps to stick to just the portion that is intended to be considered presently.

### **What should a zoning district do?**

Zoning should strive to bring the area into alignment with the comprehensive plan. The districts should provide information about what types of buildings and uses should be allowed, where on a parcel, in what relative density, etc. Other parts of the land use code include performance standards that say how development can occur in order to encourage pedestrian safety, or limit potential adverse impacts (from traffic, pollution, etc.).

### **Why Industrial Shipyard District amendment over contract rezoning?**

By updating an entire zoning district, the city can make more progress on its comprehensive plan. The Planning Director points out that contract zones take more time and effort to manage, are easy for staff to overlook during reviews, where there are already 34 of them and they don't have standardized naming conventions and are not depicted on the zoning map, and create stressful uncertainty for developers. This is especially a problem when contract zones don't have expiration dates — they end up acting like permanent overlay zones.

The city has mostly used contract zones because the current zoning rules are very strict, and this has often been the only way for projects to move forward. For developers, this makes the process feel unpredictable and antagonistic. They are expected to propose a special deal in return for zoning that the city should approve anyway, if it meets the comprehensive plan. Bath suffers from this, because it discourages redevelopment and that means the goals of the city are being incorporated into new projects less often.

To fix this, Bath simply needs a zoning code that allows types of buildings and uses called for in the comprehensive plan in each district, as long as they follow the city's development standards. No special exceptions needed — just a fair and predictable process.

If the only reason for needing to engage in contract rezoning instead of amending the Industrial Shipyard District is due to the concerns about a project in the Transporter Road area, *there are other tools to manage the impacts that are more precise and/or would also allow the city to get the most improved zoning possible.* The primary tool for managing project impacts is the performance standards that already exist in Article 10 of the Land Use Code, and get applied to projects during project review. If it is not preferable to wait until there is a proposed project to deal with the potential impacts, and the city prefers to use a zoning tool in addition, then a zoning tool the city already employs could be used. That is to have different dimensional criteria apply relative to set locations within the district. *For example, in the C1 District, the building height requirement is different depending on where a building is located relative to Oak St, Route 1, and Commercial St.* See Land Use Code, 8.07, C. There are plenty of streets

perpendicular to Washington Street that would make a good reference point for setback zoning characteristics to change at.

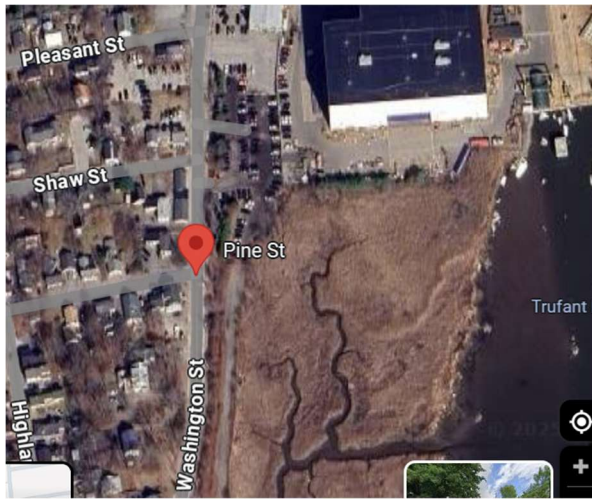


Figure 2. Washington Street in the Vicinity of Pine Street

**Staff recommendations** (See memo to Planning Board dated June 26, 2025, attached, for background on recommended setbacks for the Industrial Shipyard (I) District). To address concerns about zoning changes in the Transporter Road area, the Council may wish to limit the front setback change relative to one of the streets perpendicular to Washington Street. Council has the authority to amend the zoning request. Doing so would prevent additional delays in the process.

**Proposed zoning options:**

|                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Original staff suggestion to Planning Board</b></p>                                                         | <ul style="list-style-type: none"> <li>▪ <b>20' Minimum Setback from Washington Street right of way</b></li> <li>▪ <b>0' Minimum Setback from the Kennebec River</b></li> <li>▪ <b>10' Minimum Setback from a Resource Protection District</b></li> <li>▪ <b>0' Minimum Setback from the Railroad Line</b></li> <li>▪ <b>50' Minimum Setback from Residential Districts</b></li> <li>▪ <b>No Minimum Yard Areas</b></li> </ul>                                                                 |
| <p><b>Staff suggestion to Planning Board, modified to benefit only the projects north of Transporter Road</b></p> | <ul style="list-style-type: none"> <li>▪ <b>50' Minimum Setback from Washington Street right of way except that north of Pine Street, buildings shall be located 15-20' from Washington Street right of way</b></li> <li>▪ <b>0' Minimum Setback from the Kennebec River</b></li> <li>▪ <b>10' Minimum Setback from a Resource Protection District</b></li> <li>▪ <b>0' Minimum Setback from the Railroad Line</b></li> <li>▪ <b>50' Minimum Setback from Residential Districts</b></li> </ul> |

|                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Staff suggestion to Planning Board, modified to incorporate BIW-proposed Washington St setbacks amended by letter dated July 30, 2025.</b></p> | <ul style="list-style-type: none"> <li>▪ <b>No Minimum Yard Areas</b></li> <li>▪ <b>50' Minimum Setback from Washington Street right of way, except that;</b><br/> <ul style="list-style-type: none"> <li><b>North of Fisher Court it would be 35',</b></li> <li><b>and North of Hinckley Street to Fisher Court, it would be 15'</b></li> </ul> </li> <li>▪ <b>0' Minimum Setback from the Kennebec River</b></li> <li>▪ <b>10' Minimum Setback from a Resource Protection District</b></li> <li>▪ <b>0' Minimum Setback from the Railroad Line</b></li> <li>▪ <b>50' Minimum Setback from Residential Districts</b></li> <li>▪ <b>No Minimum Yard Areas</b></li> </ul> |
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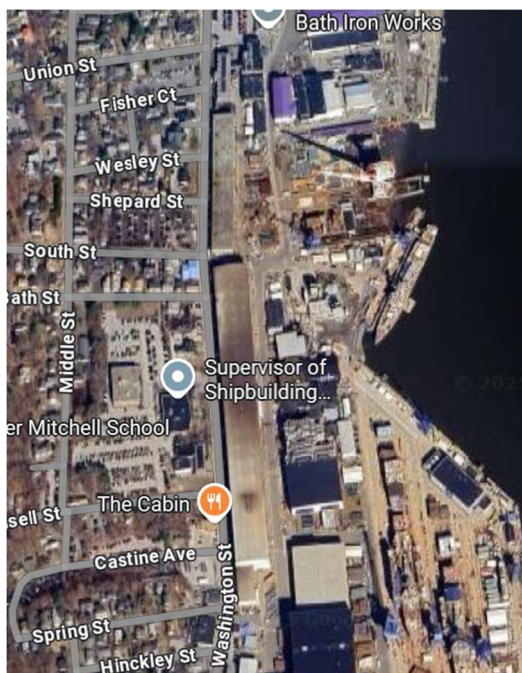


Figure 3. Washington Street Vicinity of Hinckley to Fisher Ct

If the Council, like Planning Board, is just not ready to act on an amendment to the Industrial Shipyard (I) District, Council may want to send the proposal back to the Planning Board with direction on workshopping through proposed amendments to the Industrial Shipyard (I) District, and providing additional recommendations related to that.



Jennifer Curtis  
Director of City Planning  
jcurtis@cityofbath.com

**STAFF MEMO**

**To:** City of Bath Planning Board

**From:** Jenn Curtis, Director of Planning

**Date:** June 26, 2025

**Re:** Applicant, BIW is Proposing Rezoning of Industrial/Shipyard(I) District – 700 Washington St  
The applicant is represented by Principal Civil Engineer, Brian Salter.

**Requested Action:**

***In accordance with procedure at Land Use Code 1.07, the Planning Board shall hold a public hearing on the proposal and provide recommendations to the City Council.***

**Overview:**

The applicant is seeking rezoning to make the following changes to the Industrial/Shipyard (I) District:

Reduce the Minimum Front Setback from 50' to 15'

Reduce the Front Yard Area from 25' to 6'

Delete the Minimum Setback from Waterbodies

Delete the Minimum Yard Area from Waterbodies

~~Add a section stating "The minimum setback and yard area requirements do not apply for buildings or structures with water-dependent uses."~~ [superseded a/o June 4, 2025]

Add a section stating "For buildings and structures built or renovated for water-dependent uses, as defined by Article 2 of this Code, minimum setbacks and yard areas from waterbodies shall not apply, and minimum setbacks and yard areas from side and rear lot lines shall not apply in those specific cases where a side and/or a rear lot line abut(s) a waterbody".

**Background**

The application for Land Use Code Amendment was received in the Planning Office on May 13, 2025.

On June 4, 2025, the City Council determined by a majority vote that the proposal was found to have merit to move to the Planning Board for a public hearing and recommendation(s).

On June 16, 2025, the Planning Board held a meeting that was also a site investigation at 700 Washington on the steps of the administrative building approximately across from Fisher Court. The applicant explained how the projects they intend to propose would be helped by the proposed changes, including the proposed parking garage, proposed panel line building project, and the proposed Transporter Road project. The Planning Board requested staff provide an analysis of the requested rezoning by the applicant as compared to the draft zoning recode. It was mutually agreed that additional site visits could happen with each of the future projects after applications for their site plan approval had been made.

**Relevant State of Maine Statute, Title 30-A, §4352. Zoning ordinances**

Of note:

1. Public participation required. The public shall be given an adequate opportunity to be heard in the preparation of a zoning ordinance.
2. Relation to comprehensive plan. A zoning ordinance must be pursuant to and consistent with a comprehensive plan adopted by the municipal legislative body

**Site Description:**

The Industrial/Shipyards District, which encompasses the shipyard property east of Washington Street, and south of the viaduct, all the way down to the property just north of the Maritime Museum.

To the north of the site is a small section of the C1 District north and west of what was King Street. It also borders two small slivers of property just south of the railroad line. To the East is the Kennebec River. To the south is a Residential District. To the West, it is bordered by Washington Street. Across Washington Street, north of Shaw Street, it is bordered by Mixed Commercial and Residential (C2) District, and to the west, south of Shaw Street, R1 High Density Residential.

The area of the Industrial/Shipyards District sandwiches or overlaps with other zoning districts, including the shoreland zone (denoted by the dark blue line on the zoning map at Figure 1, mapped wetlands (green with diagonal stripe), Park and Open Space (light green) and Resource Protection (dark green) including the Trufant Marsh Contract District at 8.19 of the Land Use Code. These zoning districts and overlays have their own zoning district criteria, and as proposed, would remain.

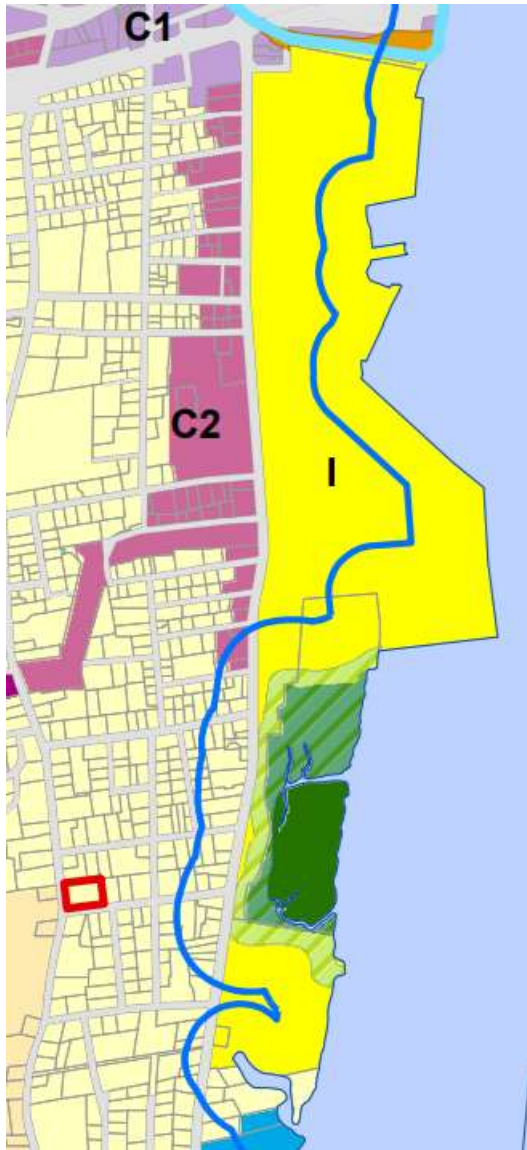


Figure 1: Industrial/Shipyard District, as depicted on the City of Bath Zoning Map

### **Relevant Bath Land Use Code**

Article 1: General Provisions  
Subsection 1.07 Amendments

#### **E. Planning Board Action**

“The Planning Board must make its recommendations in writing to the City Council within 21 days of the conclusion of any public hearing conducted pursuant to this Code; however, to constitute the Planning Board’s recommendation of approval, a proposed amendment must

receive at least 4 affirmative votes from the Planning Board. The 21-day period may be extended for an additional 21 days by vote of the Planning Board. Failure of the Planning Board to issue its recommendation within the 21-day period, or extension thereof, constitutes the Planning Board’s recommendation of approval of the proposed amendment.”

#### **Comments for the Planning Board from the City Council meeting on June 4, 2025**

- Councilor McCorkle requested more detailed information on Planning Board concerns with recommendations.
- Councilor Ambrosino is interested in isolating the shipyard I zone so that it couldn’t be applied elsewhere.
- Several Councilors, including Councilor Marks, shared their interest in the Planning Board considering a contract zone, to prevent the changes from being applied elsewhere.
- Councilor Guzzetti requested robust information on recommendations and overview of public comments.

#### **Staff Analysis Requested by the Planning Board:**

At the site visit on June 16<sup>th</sup>, the Planning Board requested staff provide an analysis of the requested rezoning as compared to the draft zoning code.

The draft code states under the Shoreland Zone Overlay District/ D. / 1. Setbacks of Structures from Water Bodies and Wetlands/: “There shall be no minimum setback for new principal and accessory structures located in the SZO Commercial Fisheries/Maritime Activities Subdistrict (SZO-CF).”

The CF/Maritime Activities Subdistrict would include the portion of the shoreland zoning that is overlayed on the existing I/Industrial/Shipyard District

Below is the table of proposed dimensional standards for the Industrial/Shipyard Districts, (there is only one Industrial/Shipyard District, (I) proposed), and a diagram illustrating setbacks.

**Table 6-1: Industrial/Shipyard Districts Dimensional Standards****I****Lot**

Lot Area (Min.) --

Lot Width (Min.) --

**Setbacks**

Front Setback (Min.) 50 ft.

Interior Side Setback (Min.) 25 ft.

Corner Side Setback (Min.) 25 ft.

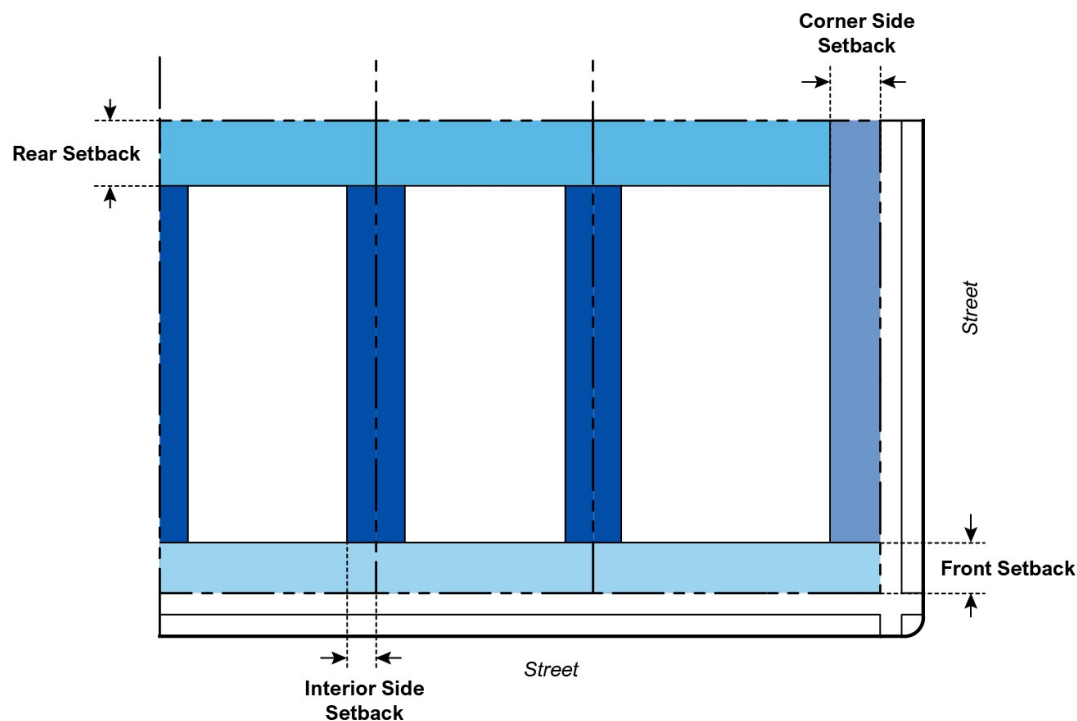
Rear Setback (Min.) 25 ft.

**Building Height**

Building Height (Max.) 75 ft.

**Coverage**

Building Coverage (Max.) 75%



The City of Bath Zoning Update: Technical Review & Approaches Report, March 2024 (Camiros) states:

4.3.A. The Industrial/Shipyard District should be evaluated and refined as needed to ensure it is meeting the needs of major users and the overall community. The Industrial/Shipyard District accommodates the main facilities of the Bath Iron Works (BIW) as well as certain support facilities. Standards within the district appear to work well, in general, to meet the needs of BIW and to mitigate impacts on the surrounding neighborhoods. However, it is recommended that further testing and evaluation of district dimensional standards such as allowed building heights may be warranted, to ensure that the standards of the district can continue to meet the needs of one of Bath's major employers into the future, while continuing to protect surrounding residential and commercial areas of the City. Further, there may be opportunities to explore allowing a broader range of uses, such as personal services and limited retail that would meet the needs of both workers and nearby residents, and to include dimensional and design controls to enhance the public realm in this area.

Yard areas are proposed to be used differently in the draft zoning code. See "Dimensional standards organization & terminology" in the City of Bath Zoning Update Technical Review & Approaches Report (March 2024).<sup>1</sup>

<sup>1</sup> <https://www.bathzoningupdate.com/presentations-reports>

Here is further clarification from Camiros: “For example, the terms setback and yard are typical in most zoning ordinances, with a setback being a minimum linear dimension that structures must locate from a specified lot line, and a yard most commonly referring descriptively to the entirety of the area between a structure’s building line and a lot line. Within the current Code, however, both terms appear as requirements with minimum dimensions, which may create unintentional redundancies or confusion.

...

Dimensional standards within the tables should be simplified to address the placement of principal structures, with specific requirements by use addressed as use standards, and requirements for accessory structures moved to a new section and tailored to the nature of the structure, such as a detached garage, storage shed, or chicken coop. Standards related to the placement of accessory structures in yards or setbacks – called permitted encroachments – would specify whether individual types of accessory structures could locate in the required setback, or between a structure and a specified lot line. For example, standards might indicate that all detached garages must locate 10 feet from any lot line and are prohibited in the front yard (between a structure and the front lot line).

**Summary of relevant draft zoning code:** In the draft zoning update the front, side, and rear building setbacks to the Industrial/Shipyard District are currently proposed to remain the same. (Staff note that they were proposed to remain the same only due to lack of additional information to support changes. This review and the public hearing process will generate considerable additional information that can be used to improve decision-making.) There are no yard areas proposed, consistent with other parts of the draft zoning update.

#### **Staff notes for consideration:**

##### American Planning Association recommendations:

The American Planning Association (APA) publication Zoning Practice article on Industrial Zoning from June 2020 (Issue 6) suggest that where a district is defined by being a significant employment center, good practice is to integrate zoning characteristics of both Industrial and Employment Center zoning.

The APA Zoning Practice Issue December 2014, Modernizing Suburban Office and Industrial Zoning on setbacks:

##### **Simplify Setbacks**

Office and industrial parcels are often large and irregularly shaped. Simplifying setbacks so they can be easily applied eliminates the need for interpretations and variations. One approach that works well to both simplify setback standards and take into consideration abutting residential areas is to replace typical zoning code front, side, and rear setback

requirements with setbacks from public rights-of-way, ... This approach emphasizes the context of the setback location and avoids potentially ambiguous definitions of front, rear, corner, and interior lot lines. A number of benefits emerge with this type of standard. If existing front and corner side setbacks are different dimensions, simplifying to a single-street setback requirement eliminates the need to interpret which setback that abuts a street will serve as a front or corner side setback.

What the city could do in the case of the Industrial/Shipyard District, is use Washington Street Right of Way, Kennebec River, Resource Protection District, and so on. This would simplify what is meant to be defined as a certain setback for this specific irregularly shaped industrial zone.

#### What other communities with similar situations have done:

The most similar existing situation staff were able to identify is on the waterfront in Portland Maine. At Cassidy Point Dr., Portland hosts Cianbro Corp along with the railway line and Maine Port Authority in Waterfront Port Development Zoning (WPDZ). The zone continues along the Commercial St Waterfront to just northeast of the Casco Bay Bridge. Most of the zoning across Commercial Street from it is zoned Urban Commercial. Allowed uses in the WPDZ include, "Shipbuilding and facilities for construction, maintenance, and repair of vessels." Dimensional requirements include no minimum setbacks, except for a setback from pier line, wharf, or bulkhead (5 ft) (see attachment Table 10-B from City of Portland Land Use Code).

Kittery has a shipyard with industrial zoning. The zoning occupies an entire island. Though the shipyard there has some similar traffic impacts to the community and socio-economic impacts, there isn't a similar situation where the industrial zone fronts to a same street as another zone. So, there isn't a direct comparison from a perspective of potential public health and safety impacts similar to Bath's Industrial/Shipyard District. It has no waterfront setbacks and no front setbacks, but has 30 foot side and rear setbacks.

A site in Maine with a large operating industrial mill near a downtown is Rumford, which has paper mill buildings and associated uses, such as parking, abutting Lowell St. which contains a variety of commercial uses on the opposite side, including eat-in restaurant with resident-occupied upper floors, drive-through restaurant, insurance office, retail pharmacy, and shipping servicer. Rumford has a Shoreland zoning map, and has Floodplain regulations, but does not appear to have any industrial zones (or residential or commercial zones).

#### Good Practices:

*Zoning is a tool that should only be applied when it is to protect the public health, safety, and/or welfare, and when there is nexus (connection) between the public health, safety, or welfare issue and the zoning measure applied, and when the measure applied is proportional to the issue. For*

instance, The city might consider that in order to improve the public safety, health, and welfare of the inhabitants, there should be adequate space along the road frontage of the Industrial/Shipyard District, as a significant employment center responsible for significant traffic impacts on the city. Adequate space might be estimated as including space for bike lanes (4'+), bus lanes (11'), and ADA compliant sidewalks(4'+).<sup>234</sup> Where bus lanes aren't needed, the 11' reserved for them, could alternatively be used as a furnishing and landscaping area for benches, transit shelters, tables, and complementary shade trees, which would be consistent with the comprehensive plan for the area. ***In this example, 20' would be a justifiable front setback.***

The City has robust performance standards that apply to most nonresidential development, which are often more sophisticated ways of limiting and mitigating impacts to neighboring properties than a setback which can be a fairly blunt instrument as a land-use tool. Excessive setbacks can unnecessarily restrict productivity, highest and best uses, and better solutions to managing impacts.

It seems probable that the types of impacts the setbacks were intended to control would include loud noises, foul odors, pollution, unsafe conditions, and other types of impacts expected around the shipyard. These impacts are also addressed by existing state statute, city ordinance, or the existing site conditions, such as operations being enclosed.

Regarding visual impacts, the city has particularly high standards for the use of landscaping to limit impacts.

For example, 10.06, C., 2 states that: "2. Parking lots with 5 or more spaces must be screened from any abutting residential use or residential zone and from the public streets. Screening may be accomplished by evergreen shrubs, fences, earthen berms, or a combination of these. The purpose of the screening is to soften the view of the parked vehicles, not necessarily to totally eliminate any view of the vehicles."

10.29, C states that: "C. Full Screen Landscaping. 1. The purpose of Full Screen Landscaping is to act as a visual barrier. 2. Full Screen Landscaping is required between non-residential uses and residential uses or lots zoned for residential use. 3. Full Screen Landscaping must consist of the following: (a) A solid wooden fence at least 6 feet in height; and/or (b) A mix of primarily evergreen trees and shrubs interspersed throughout the landscape strip, spaced to form a continuous screen; (c) At least 90 percent of this landscaping must consist of a mix of evergreen trees planted at the rate of one tree per ten-linear-feet of landscape strip; and (d) Evergreen shrubs provided at the rate of one shrub per four-linear-feet of landscape strip. (e) Or the

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<sup>2</sup> <https://nysltap.org/>

<sup>3</sup> <https://nacto.org/publication/urban-street-design-guide/street-design-elements/transit-streets/>

<sup>4</sup> <https://www.access-board.gov/prowag/proposed/planning-and-design-for-alterations/chapter5/>

screening plan must explain how other materials can be used as outlined in B, 1, above, to provide the same degree of screening and how such materials will be maintained.”

The performance standards in the draft land use code are generally the same or more comprehensive or specific, to be less open to interpretation.

Staff note that Washington Street functions similarly to a building setback, where it separates the Shipyard/Industrial/Shipyard District from the land uses opposite the street. The same is true for the boundary along what was formerly King St. and the train tracks on the north side.

### Complicating issues and solutions

1. As the ordinance defines it, the bulk of the Industrial/Shipyard District is on a Through Lot.

“Lot, Through. Any interior lot with frontages on 2 more or less parallel streets, between a street and a water body, or between 2 water bodies, as distinguished from a Article 2 Page 13 corner lot. All sides of through lots, adjacent to the streets and water bodies, are considered front lot lines, and front setbacks and yard areas must be provided as required.”

That means that the Kennebec River side of the BIW property could be interpreted as a waterbody, and a rear lot line, AND a front lot line. (Bath Land Use Code, 2.02) This issue could be resolved by changing to descriptive setbacks for this specific zone, such as “Washington Street Right of Way” and “Kennebec River”.

2. The current definition of Yard Area is: “That land area on the same lot as the principal or accessory building and extending along the entire length of the lot line. A yard area may not be occupied by buildings, structures, parking lots, storage or similar uses except as specifically allowed by this Code.” (Bath Land Use Code, 2.02) So - yard areas exist, whether or not they are addressed in district dimensional criteria. If the applicant’s proposed change is to limit the impact of yard area setbacks, it would make more sense to reduce the minimum yard area in the I Industrial/Shipyard District and not to delete it, as that would have the effect of having no dimensional limitations at all, and turning the entirety of the land area along a lot line into yard area.
3. City Code Enforcement Officer Adam Jones stated that where setback lines are coincident, (potentially, in the case of the Industrial/Shipyard District, the rear or front and waterbody setbacks) the more restrictive standard would be applied. Where the intention is for not having a waterbody setback for water dependent uses, the city may want to consider simplifying the setback reference in the Industrial/Shipyard District to

“Kennebec River”, which is how the waterbody setback is currently listed in the Commercial 1 (C1) District, and so would be consistent with other sections of the ordinance.

#### Consistency with the Comprehensive Plan (Plan)

From the Future Land Use Plan Section:

The entire Industrial Shipyard (I) District is in the city’s designated growth area. Approximately the northern half of the Industrial/Shipyard District is within a 15-minute walking distance of the downtown, and has been designated as part of the city’s “Central Core” (Bath Comprehensive Plan, pg 19).

Relevant section:

“The residential, commercial, and industrial areas that are within a 15-minute walking distance of the Downtown Triangle support Downtown Bath’s success. This is a mixed use area that should allow a range of residential options, as well as a variety of neighborhood services like small grocery stores, shops, and other businesses that provide walkable amenities for people who live and work here.

New development in these areas should require design standards that prioritize compatibility with existing historic structures, use of traditional materials, facades that are open to the sidewalk and street, and landscaping and street trees.

Standalone surface parking lots or parking garages should not be created here in the future. Surface parking should be located to the rear of buildings with landscaping and screening integrated. Parking garages should only be constructed as part of a larger development, with consistent design elements and street-level screening or ground floor commercial space.

To support those who live and work in these neighborhoods, pedestrian and bicycle safety should be improved with more crosswalks,

sidewalks, bike lanes, and traffic calming efforts...”

In pages 31-35, which addresses BIW specifically, the Plan speaks to the need for BIW to continue to invest in its shipbuilding capacity, including their employees, who are looking for safe and efficient transportation.

While there has yet to be a single comprehensive solution to all of the varied challenges with accommodating the BIW workers transportation needs, BIW continues to make headway, in cooperation with the city and others, on safety and efficiency with changes addressing differing aspects of the overall issue. In recent years they have added bus shelters and bike racks. There is a new Breeze bus run that will be connecting BIW to Portland. BIW has been acting in good faith as a transportation planning partner and looking at other measures beyond additional parking.

The applicant has provided information for your consideration on why the request is being made, how they feel the rezoning is consistent with the comprehensive plan, and information on why they feel it will not result in adverse impacts.

#### Regarding City Council Comments:

Council expressed concern that if the setbacks were reduced as proposed, it could create a problem if the zoning was applied elsewhere. Staff note that no areas could be rezoned to Industrial zoning without Council review and approval. To address concerns about impacts to residential neighborhoods and the resource protection area, staff recommend other methods and tools, as noted below.

Council expressed preference for more specific information in recommendations from the Planning Board. ***To accommodate, the Board may wish to include their justifications for voting, and include any concerns, and notable public comments that they found to be of relevance to the decision.***

#### Public Comments:

The Planning Board has received numerous written comments as of the date of this memo, referencing concerns about the conceptual Transporter Road parking project from residents in the Weeks Street and Cherry Street neighborhoods. They are concerned about traffic impacts from the conceptual project - that it would direct more traffic into their neighborhood. Because the proposed rezoning would assist a Transporter Road Project, they feel the rezoning should be denied in order to prevent a future Transporter Road Project.

### Staff Recommendations:

Considering the current and draft land use code, comprehensive plan, socioeconomic and geographic aspects of BIW in Bath, best planning practices, and the intent and purpose of the zoning, staff recommend the below changes based on the applicant's request. The following are legally justifiable, consistent with other similar community practices for industrial water-dependent large employment centers, consistent with the comprehensive plan, and consistent with the proposed direction of the modernized draft code:

If the desire is to keep it as close as possible to the existing code:

- Reduce the Minimum Front Setback from 50' to 20'
- Reduce the Front Yard Area from 25' to 6', and to none from the Kennebec River
- No change to the Minimum Setback from Waterbodies
- No change to the Minimum Yard Area from Waterbodies
- Reduce Minimum Rear Setback and Minimum Rear Yard Area to 0'

The combined effect would relax the front setback limitations to allow contextually appropriate flexibility while preserving adequate space that could, over-time, meet the goals of the comprehensive plan, and allow the applicant clarity in their use the 0' waterbody setback intended for water-dependent shipyard uses.

***An alternative recommendation***, which staff prefer, because as noted above, front and rear and waterbody setbacks can be coincident in the case of the BIW property, and because the change was recommended by the American Planning Association to simplify setbacks for irregular industrial-type lots, is to specify the setbacks as being from:

Washington Street Right of Way

Kennebec River

Resource Protection District

Railroad Line

Residential Districts

**Specifically, staff recommend replacing the existing setbacks with the following setbacks for the Industrial Shipyard (I) District:**

**20' Minimum Setback from Washington Street Right of Way**

**0' Minimum Setback from the Kennebec River**

**10' Minimum Setback from a Resource Protection District**

**0' Minimum Setback from the Railroad Line**

**50' Minimum Setback from Residential Districts**

**No Minimum Yard Areas**

**Attachments:**

City of Portland Waterfront Port Development Zoning (WPDZ) Zoning district

Town of Kittery Industrial (I) Zoning District



**TABLE 10-B: WPDZ DIMENSIONAL REQUIREMENTS**

|                                                                                                     | Permitted Use Dimensional Standards                                                                                                                                           | Conditional Use Dimensional Standards                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Setbacks (min.)</b>                                                                              | N/A                                                                                                                                                                           | N/A                                                                                                                                                                                                                                        |
| <b>Lot size (min.)</b>                                                                              | N/A                                                                                                                                                                           | 5 acres, limited to 1 building greater than the maximum applicable height allowed under the permitted use dimensional standards.                                                                                                           |
| <b>Setback from pier line, wharf, or bulkhead (including any attached aprons)(min.)<sup>1</sup></b> | 5 ft.                                                                                                                                                                         | 5 ft.                                                                                                                                                                                                                                      |
| <b>Lot coverage (max.)</b>                                                                          | 50% east of a line projected due south from the centerline intersections of W. Commercial Street and the easterly most Cassidy Point Drive.                                   |                                                                                                                                                                                                                                            |
|                                                                                                     | 100% west of a line projected due south from the centerline intersections of W. Commercial Street and the easterly most Cassidy Point Drive.                                  |                                                                                                                                                                                                                                            |
| <b>Building height (inclusive of roof forms and rooftop appurtenances)(max.)<sup>2</sup></b>        | 55 ft. east of a line projected due south from the centerline intersections of West Commercial Street and the easterly most Cassidy Point Drive and west of Casco Bay Bridge. | 60 ft. west of the Casco Bay Bridge <sup>3</sup> , except as follows:                                                                                                                                                                      |
|                                                                                                     | 60 ft. west of a line projected due south from the centerline intersections of West Commercial Street and the easterly most Cassidy Point Drive.                              | 75 ft. in the area east of a line projected due south from the centerline intersections of W. Commercial Street and the easterly most Cassidy Point Drive and west of Casco Bay Bridge, on lots 5 contiguous acres or larger. <sup>4</sup> |
|                                                                                                     |                                                                                                                                                                               | 130 ft. for bulk storage <sup>5</sup> facilities west of the projection of the westerly most Cassidy Point Drive segment.                                                                                                                  |
|                                                                                                     | In no case may any heights exceed 50 ft within 100 ft of W. Commercial Street and all area of the WPDZ east of the Casco Bay Bridge. <sup>6</sup>                             |                                                                                                                                                                                                                                            |
| <b>Building length (max.)<sup>6</sup></b>                                                           | 450 ft.                                                                                                                                                                       | 450 ft.                                                                                                                                                                                                                                    |
|                                                                                                     | 300 ft. within 100 ft. of W. Commercial Street and all areas of the WPDZ east of the Casco Bay Bridge.                                                                        | 300 ft. within 100 ft. of W. Commercial Street and all area of the WPDZ east of the Casco Bay Bridge.                                                                                                                                      |
|                                                                                                     |                                                                                                                                                                               | 300 ft. for buildings or portions of buildings exceeding the maximum applicable height allowed under the permitted use dimensional standards.                                                                                              |

<sup>1</sup> The setback area may be used for activities related to the principal uses in the structure, but shall not be used for off-street parking.

<sup>2</sup> Buildings and/or structures shall be limited to an absolute height measured from average grade with no portion of the structural roof system or rooftop appurtenances exceeding the limits set forth under Table 10-B with the exception of moveable elements or connection devices as listed under Subsection 10.4.7.

<sup>3</sup> Bulk storage dedicated to materials delivered or awaiting transportation to a site by waterborne transportation.

<sup>4</sup> A projection of the street centerline shall consist of an extension of the centerline to the water side boundary of the WPDZ.

<sup>5</sup> Height limitations east of the Casco Bay Bridge are intended to protect vistas of the harbor from public open space.

<sup>6</sup> As measured by a line parallel with the southern edge of the West Commercial Street right-of-way.

<sup>7</sup> Only those conditional uses so designated in Note 1 of the Waterfront Port Development Zone Use Table 10-A may be located in buildings taller than 60 ft.

Reference: Kittery, Maine Industrial/Shipyard District (Applied to Seavey Island)

Link to Zoning Map:

[https://www.kitteryme.gov/sites/g/files/vyhlif10031/f/uploads/officialzoningmap\\_8.17.23\\_signed.pdf](https://www.kitteryme.gov/sites/g/files/vyhlif10031/f/uploads/officialzoningmap_8.17.23_signed.pdf)

§ 16.4.22 Industrial (IND).

A.

Purpose. The purpose of the Industrial IND Zone is to provide areas within the Town for manufacturing, processing, treatment and research, to which end all the performance standards set forth in this title apply.

...

(2)

The following space standards apply:

(a)

Minimum area of lot: none.

(b)

Minimum street frontage: none.

(c)

Minimum front yard: none.

(d)

Minimum rear and side yards: 30 feet. (Note: Except as may be required by the buffer provisions of this title, and except where the side and/or rear yards abut a residential zone or use; in which case a minimum of 50 feet or 50% of the building or outdoor stored material height, whichever is greater, is required.)

(e)

Maximum building height: none.

(f)

Maximum building coverage: none.

(g)

Minimum setback from water body and wetland water-dependent uses: zero feet.

(h)

Minimum setback from streams, water bodies and wetlands: in accordance with Table 16.5.30, § 16.4.28 and Appendix A, Fee Schedules.

## Appointment Application - New Form Submission for Bath, Maine

From no-reply@services.evo.cloud <no-reply@services.evo.cloud>

Date Wed 7/16/2025 10:23 AM

To Darci Wheeler <dwheeler@CityofBath.com>

### A new submission has been received for Appointment Application at 07/16/2025 8:48 AM

|                                                                                                                                          |                                             |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <b>First Name::</b>                                                                                                                      | Amanda                                      |
| <b>Last Name::</b>                                                                                                                       | McDaniel                                    |
| <b>Address::</b>                                                                                                                         | Main Street Bath                            |
| <b>Phone::</b>                                                                                                                           | 2073507775                                  |
| <b>Your Council Ward Number::</b>                                                                                                        | 1                                           |
| <b>Email Address::</b>                                                                                                                   | director@visitbath.com                      |
| <b>Preferred Method of Contact::</b>                                                                                                     | Email                                       |
| <b>I wish to be considered for::</b>                                                                                                     | Appointment                                 |
| <b>Name of Board/ Commission/ Committee::</b>                                                                                            | Economic Development Committee              |
| <b>Committee Experience:</b>                                                                                                             |                                             |
| <b>Date(s) you attended this Board/Commission/Committee's meetings::</b>                                                                 | omg                                         |
| <b>Members of the Board/ Commission/ Committee with whom you spoke and when::</b>                                                        | I'm on this committee                       |
| <b>How did these experiences affect your interest in the Board/ Commission/ Committee?:</b>                                              | Standing place for MSB on this committee :) |
| <b>Have you every served on a City Board/ Commission/ Committee?:</b>                                                                    | Yes                                         |
| <b>If yes please list the Board/ Commission/ Committee and years of service:</b>                                                         | five years?                                 |
| <b>Please outline past and present expertise skills employment that you think may be relevant::</b>                                      | MSB Director.                               |
| <b>Resume (Optional):</b>                                                                                                                | No File Uploaded                            |
| <b>Why do you want to be a member of this Board/ Commission/ Committee or list your accomplishments during your last term or terms?:</b> | It's my job.                                |
| <b>How many months are you away from Bath in a 12 month period?:</b>                                                                     | all 12.                                     |
| <b>Date:</b>                                                                                                                             | 7/16/2025                                   |
| <b>Signature:</b>                                                                                                                        | Amanda McDaniel                             |



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**Appointment Application - New Form Submission for Bath, Maine**

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From no-reply@services.evo.cloud <no-reply@services.evo.cloud>

Date Mon 7/28/2025 11:16 AM

To Darci Wheeler <dwheeler@CityofBath.com>

---

**A new submission has been received for Appointment Application at 07/28/2025 11:16 AM**

|                                                                                                                                          |                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>First Name::</b>                                                                                                                      | Michael                                                                                                                                                         |
| <b>Last Name::</b>                                                                                                                       | Mason                                                                                                                                                           |
| <b>Address::</b>                                                                                                                         | 1111                                                                                                                                                            |
| <b>Phone::</b>                                                                                                                           | 6175531950                                                                                                                                                      |
| <b>Your Council Ward Number::</b>                                                                                                        | 5                                                                                                                                                               |
| <b>Email Address::</b>                                                                                                                   | Attorneympmason@gmail.com                                                                                                                                       |
| <b>Preferred Method of Contact::</b>                                                                                                     | Email                                                                                                                                                           |
| <b>I wish to be considered for::</b>                                                                                                     | Reappointment                                                                                                                                                   |
| <b>Name of Board/ Commission/ Committee::</b>                                                                                            | Economic Dev.                                                                                                                                                   |
| <b>Committee Experience:</b>                                                                                                             |                                                                                                                                                                 |
| <b>Date(s) you attended this Board/Commission/Committee's meetings::</b>                                                                 | July 2025                                                                                                                                                       |
| <b>Members of the Board/ Commission/ Committee with whom you spoke and when::</b>                                                        | All members at last meeting                                                                                                                                     |
| <b>How did these experiences affect your interest in the Board/ Commission/ Committee?:</b>                                              | Ideas were discussed that could positively impact the City.                                                                                                     |
| <b>Have you every served on a City Board/ Commission/ Committee?:</b>                                                                    | Yes                                                                                                                                                             |
| <b>If yes please list the Board/ Commission/ Committee and years of service:</b>                                                         | Patten Library,Trustee and Vice President 2 terms<br>Bath Economic Dev. Kennebec Riverview Inc.<br>Midcoast Unitarian Universalist Board Too many to list in MA |
| <b>Please outline past and present expertise skills employment that you think may be relevant::</b>                                      | Trained attorney, critical thinkin. owned and managed law firm. Experienced in municipal law, land planning, conservation, and development.                     |
| <b>Resume (Optional):</b>                                                                                                                | No File Uploaded                                                                                                                                                |
| <b>Why do you want to be a member of this Board/ Commission/ Committee or list your accomplishments during your last term or terms?:</b> | I have been helpful to the commission with questions and insight.                                                                                               |

**How many months are you away from Bath in a 12 month period?:** 1 month

**Date:** July 28, 2025

**Signature:** Michael P Mason