



Regular City Council Meeting

Wednesday, September 3, 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 \(castus.tv\)](https://castus.tv)
- **ZOOM:** [Zoom Link](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentations**
5. **Public Comments**
6. **Manager's Report**
7. **Committee Reports**
8. **Public Hearings**
 - a. **2025-79) Ordinance: Land Use Code 1.07 amendment, BIW proposed rezoning of Industrial/Shipyard(I) District-700 Washington Street**
 - b. **2025-80) Ordinance: Chapter 5 Business, Article 16, Door to Door Solicitation**
 - c. **2025-82) Ordinance: Approving agreement with ecomaine for recycling services**
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. **(2025-88) *Minutes of the previous meetings of August 6, 2025, Regular Meeting and August 20, 2025, Special Meeting**
10. **Unfinished Business**
 - a. **2025-79) Ordinance: Land Use Code 1.07 amendment, BIW proposed**

rezoning of Industrial/Shipyard(I) District-700 Washington Street

- b. 2025-80) Ordinance: Chapter 5 Business, Article 16, Door to Door Solicitation**
- c. 2025-82) Ordinance: Approving agreement with ecomaine for recycling services**

11. New Business

- a. 2025-89) Approving amending covenant for 103 South Street**
- b. 2025-90) Resolution: Sagadahoc County tax payment preference**
- c. 2025-91) Resolution: Reducing Captured Value Percentage of Downtown Municipal Development and Tax Increment Financing District**
- d. 2025-92) Resolution: Reducing Captured Value Percentage of Wing Farm Municipal Development and Tax Increment Financing District**
- e. 2025-93) Appointments and Reappointments**

Amanda Campbell reappointment to Assessment Review Board term to expire July 2028
Martin Lakeman reappointment to The Old Bath Customs House Board of Directors term to expire August 2028

12. Councilor Comments

13. Executive Session

- a. Personnel per 1 MRS §405(6)(A)**
- b. Real Estate per 1 MRS §405(6)(C)**

14. Adjournment

Contact: Darci Wheeler, City Clerk (dwheeler@cityofbath.com 207-443-8332) | Agenda published on 08/28/2025 at 3:19 PM

**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, AUGUST 6, 2025, AND PERSUANT
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, SEPTEMBER 3, 2025, AT
6:00 PM.**

AMEND ARTICLE 8, Section 14, as follows:

SECTION 8.14 Industrial/Shipyard District

MINIMUM LOT AREA	
1. All uses	None
MINIMUM Lot Width PER LOT	
1. All uses	None
MINIMUM Setbacks	
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
MINIMUM YARD AREAS	
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
MAXIMUM LOT COVERAGE	
1. All uses	75 percent
MAXIMUM BUILDING HEIGHT	
1. All uses	75 feet

On this 25th day of August 2025, I certify that I have posted an attested copy of the Ordinance at the following public places which is at least seven days prior to the public hearing:

POLICE DEPARTMENT, FIRE DEPARTMENT, CITY HALL, COURT HOUSE, LIBRARY

Darci Wheeler, City Clerk

Attest:



Darci L. Wheeler, City Clerk

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, AUGUST 6, 2025, AND PERSUANT
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, SEPTEMBER 3, 2025, AT
6:00 PM.**

ARTICLE 16 - DOOR TO DOOR SOLICITATION

Section 5-601 Purpose

This article ensures residents' peaceful enjoyment of their homes by restricting door- to-door solicitation during disruptive times, supporting crime prevention and detection, and requiring solicitors to have proper state registrations and permits. It protects privacy, enhances safety, and ensures compliance from those conducting commercial solicitation within the City.

Section 5-602 Definition

"Commercial solicitation" means offering goods, services, or real property for sale/rent, or promoting such sales. Fundraising for nonprofits is excluded.

Section 5-603 Regulations

- A. It shall be unlawful to engage in door-to-door commercial solicitation without registration.
- B. It shall be unlawful to engage in any type of door-to-door solicitation between 8:00 p.m. and 8:00 a.m.
- C. It shall be unlawful to enter a property after being refused permission and/or enter a property with posted signs for "No Solicitation".
- D. The provisions of this section shall not apply to visits by prearranged appointment.

Section 5-604 Registration form

Registration forms are available through the City Clerk. The form will include:

- A. Name, address, and telephone number of the registrant;
- B. Physical description of the registrant;
- C. Name, address, and telephone number of the registrant's employer;
- D. Description of the motor vehicle to be used by the registrant in conducting the solicitation;
- E. Brief description of the types of goods or services offered for sale by the registrant;
and
- F. For any registrant whose activities would constitute the transient sale of consumer merchandise, as defined in 32 M.S.R.A. § 4681, a copy of the registration issued under 32 M.S.R.A. § 4682-A.

Section 5-605 Issuance and term

- A. The City Clerk shall issue proof of registration upon receipt of a completed registration form, including associated fee.
- B. Each registration shall expire thirty (30) days after issuance but shall be renewed by the City Clerk for additional thirty-day periods upon request of the registrant
- C. Each proof of registration shall contain the name, address, physical description and organizational affiliation of the permittee; a description of the solicitation activity to be engaged in; an expiration date; and the signature and seal of the City Clerk. The City Clerk shall keep a record of all registrations.
- D. Every person engaged in door-to-door commercial solicitation shall have a valid proof of registration, as required by this article, in their possession while engaged in the City and shall present the proof of registration for inspection upon request of any person.

Section 5-607 Violations

- A. Violations are subject to fines up to \$100 per offense.

On this 25th day of August 2025, I certify that I have posted an attested copy of the Ordinance at the following public places which is at least seven days prior to the public hearing:

POLICE DEPARTMENT, FIRE DEPARTMENT, CITY HALL, COURT HOUSE, LIBRARY

Darci Wheeler, City Clerk

Attest:



Darci L. Wheeler, City Clerk

**CITY OF BATH
PUBLIC HEARING**

**THE FOLLOWING ORDINANCE WAS GIVEN FIRST PASSAGE BY THE CITY COUNCIL OF THE CITY OF BATH,
MAINE AT A SPECIAL MEETING HELD AT THE CITY HALL ON WEDNESDAY, AUGUST 6, 2025, AND PERSUANT
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, 3rd FLOOR OF CITY HALL, BATH, MAINE, ON WEDNESDAY, SEPTEMBER 3, 2025, AT
6:00 PM.**

**ORDINANCE
COLLECTION SERVICES**

BE IT ORDAINED by the City Council of the City of Bath that the agreement by and between the City of Bath and Ecomaine, for recycling services hereby is approved, and that the City Manager is authorized to execute the agreement on behalf of the City of Bath, in substantially the form as presented, subject to changes deemed necessary by the City Manager, and to execute any other documents that may be necessary, appropriate or convenient to the implementation of the agreement.

On this 25th day of August 2025, I certify that I have posted an attested copy of the Ordinance at the following public places which is at least seven days prior to the public hearing:

POLICE DEPARTMENT, FIRE DEPARTMENT, CITY HALL, COURT HOUSE, LIBRARY

Darci Wheeler, City Clerk

Attest:



Darci L. Wheeler, City Clerk



Regular City Council Meeting

Minutes

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

Minutes:

The City of Bath City Council met in regular session in the Council Chambers on August 6, 2025. Chair Johnson called the meeting to order at 6:10 p.m.

2. Pledge of Allegiance

3. Roll Call

Minutes:

Council members present: Julie Ambrosino, Christopher Marks, Jean Guzzetti, Jane Nordmann, Roo Dunn, Jennifer DeChant, Caitlin McCorkle (remote), Miriam Johnson, and Megan Mansfield-Pryor (remote)

Staff present: City Manager Marc Meyers, City Clerk Darci Wheeler, Assistant City Manager/Finance Director Juli Millett, Police Chief Andrew Booth, Planning Director Jenn Curtis, Community and Development Director Misty Parker, Wastewater Pollution Control Facility Superintendent Bryan Levitt, and IT Director Michael Bethea.

4. Presentations

- Proclamation recognizing "Kindness Day"**
- Notice of Intent to apply to Rural Development - Hunt Street Pumpstation and Water Pollution Control Facility Upgrade**

5. Public Comments

6. Manager's Report

Minutes:

City Manager Marc Meyers gave an update on Library Park and the reinstallation of the Zorach Fountain. He also stated that Garbage to Garden would be offering a 3 month free trial of composting.

7. Committee Reports

Minutes:

Councilor Marks stated that the Patten Free Library would be considering a change to bylaws that would increase the size of the Board of Trustees. Councilor Dunn reported that the Bath Water District did not meet in July, and the Fire Station Building Committee has no update. He further stated that the Kennebec Riverview Group would be facilitating clean up on August 9th at 6pm. Councilor DeChant reported that the Economic Development Committee would not be meeting in August. Main Street Bath's annual fundraiser will be August 31st at 5pm. Councilor Mansfield-Pryor stated the Transportation, Bike and Pedestrian Committee Bike Ride will be happening tonight. Chair Johnson reported that the Housing Committee is coming to the end of establishing a Short-Term Rental Licensing Ordinance. Final edits will be reviewed at their upcoming meeting.

8. Public Hearings

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

Minutes:

Chair Johnson opened the public hearing at 6:29. There was no public comment. She closed the public hearing at 6:29.

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

Minutes:

Chair Johnson opened the public hearing at 6:29. There was no public comment. She closed the public hearing at 6:30.

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

Minutes:

Chair Johnson opened the public hearing at 6:30. There was no public comment. She closed the public hearing at 6:30.

d. 2025-73) CDBG Housing Assistance Program and CDBG Public Infrastructure Grant Funds

Minutes:

Chair Johnson opened the public hearing at 6:30. There was no public comment. She closed the public hearing at 6:30.

9. Consent Agenda

Minutes:

Councilor Marks moved the approval of the consent agenda items, seconded by Councilor Dunn. Roll call Vote: AYES: Ambrosino, Marks, Guzzetti, Nordmann, Dunn, DeChant, McCorkle, Mansfield-Pryor. NAYS: None. ABSENT: None. Motion carried.

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)

Minutes:

City Manager Marc Meyers presented Approval of Merit #2025-66. Councilor Ambrosino motioned to approve as presented, seconded by Councilor Marks. City Manager Meyers responded to questions/comments from Councilors Dunn, Marks, and Ambrosino. There was no public comment. Councilor Dunn provided final Council comment. City Planner Jenn Curtis added additional information as needed.

Roll call Vote: AYES: Mansfield-Pryor, McCorkle, DeChant, Dunn, Nordmann, Guzzetti, Marks, Ambrosino. NAYS: None. ABSENT: None. #2025-66 granted.

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

Minutes:

City Manager Marc Meyers presented Ordinance #2025-69. Councilor Dunn motioned to approve as presented, seconded by Councilor Ambrosino.

Roll call Vote: AYES: Ambrosino, Marks, Guzzetti, Nordmann, Dunn, DeChant, McCorkle, Mansfield-Pryor. NAYS: None. ABSENT: None. Ordinance #2025-69 will be law in 21days.

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

Minutes:

City Manager Marc Meyers presented Ordinance #2025-70. Councilor Dunn motioned to approve as presented, seconded by Councilor Marks.

Roll call Vote: AYES: Mansfield-Pryor, McCorkle, DeChant, Dunn, Nordmann, Guzzetti, Marks, Ambrosino. NAYS: None. ABSENT: None. Ordinance #2025-70 will be law in 21 days.

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

Minutes:

Chief of Police Andrew Booth presented Ordinance #2025-71. Councilor Ambrosino motioned to approve as presented, seconded by Councilor Marks.

Roll call Vote: AYES: Ambrosino, Marks, Guzzetti, Nordmann, Dunn, DeChant, McCorkle, Mansfield-Pryor. NAYS: None. ABSENT: None. Ordinance #2025-71 will be law in 21 days.

11. New Business

- a. 2025-73) Resolution: Accept and appropriate CDBG Housing Assistance Program and CDBG Public Infrastructure Grant Funds

Minutes:

Director of Community and Development Misty Parker presented Resolution #2025-73. Councilor Ambrosino motioned to approve as presented, seconded by Councilor Dunn. Director Parker responded to questions /comments by Councilor Guzzetti. Roll call Vote: AYES: Mansfield-Pryor, McCorkle, DeChant, Dunn, Nordmann, Guzzetti, Marks, Ambrosino. NAYS: None. ABSENT: None. Resolution #2025-73 adopted.

b. 2025-77) Order: Approval of Bid for Harward Street Pumpstation and Sewer Interceptor Upgrade

Minutes:

Assistant City Manager/Finance Director Juli Millett and Wastewater Pollution Control Facility Superintendent Bryan Levitt presented Order #2025-77. Councilor Marks motioned to approve as presented, seconded by Councilor Ambrosino. They responded to questions/comments by Councilors Dunn and McCorkle. Cathy Cooper spoke on behalf of her daughter Carolyn Cooper, 1 Juniper Street in favor of the project due to flooding in that area.

Roll call Vote: AYES: Ambrosino, Marks, Guzzetti, Nordmann, Dunn, DeChant, McCorkle, Mansfield-Pryor. NAYS: None. ABSENT: None. Order #2025-77 approved.

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

Minutes:

Assistant City Manager/Finance Director Juli Millett presented Ordinance #2025-78. Councilor Dunn motioned to approve as presented, seconded by Councilor Marks. She responded to questions/comments by Councilors Ambrosino and Dunn. City Manager Meyers provided additional information.

Roll call Vote: AYES: Mansfield-Pryor, McCorkle, DeChant, Dunn, Nordmann, Guzzetti, Marks, Ambrosino. NAYS: None. ABSENT: None. Ordinance #2025-78 will be presented for second passage on August 20, 2025.

d. 2025-79) Ordinance: Land Use Code 1.07 amendment, BIW proposed rezoning of Industrial/Shipyard(I) District-700 Washington Street

Minutes:

City Manager Marc Meyers presented Ordinance #2025-71. Councilor Ambrosino motioned to approve as presented, seconded by Councilor Marks. City Manager Meyers introduced Jake Harriman who proceeded with a presentation of their project. City Planner Jenn Curtis gave additional information and discussion followed among Councilors Guzzetti, Marks, Mansfield-Pryor, Dunn, and Ambrosino.

Public comment: Charly Wojtysiak, 54 Weeks St.; asked for clarification on how Comprehensive Plan aligns with Land Use Code changes, the results of studies get lost in the shuffle, should look at past studies and focus on what wasn't accomplished Brandon McBride, 52 Floral St., Employed by BIW; in support Mark Andrews, 155 Ridge Rd., Employed by BIW; in support James Harper, 27 Farrin St., Employed by BIW; in support

Final Council Comments were brought forward by Councilors DeChant, Guzzetti, Ambrosino, Marks, Dunn, and Guzzetti. City Planner Curtis provided feedback. Councilor Dunn motioned to amend Ordinance #2025-79 to state:

MINIMUM LOT AREA 1. All uses..... None MINIMUM Lot Width PER LOT 1. All uses..... None MINIMUM Setbacks 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 MINIMUM YARD AREAS 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 MAXIMUM LOT COVERAGE 1. All uses..... 75 percent MAXIMUM BUILDING HEIGHT 1. All uses..... 75 feet and to send it to Planning Board for their review. Seconded by Councilor DeChant. Councilor Dunn clarified that it was for Public Hearing when questioned by City Manager Meyers.

Roll call Vote: AYES: Mansfield-Pryor, McCorkle, DeChant, Dunn, Nordmann, Guzzetti, Marks, Ambrosino. NAYS: None. ABSENT: None. Amendment for Ordinance #2025-78 approved.

Motion made by Councilor Marks and seconded by Councilor Dunn. Roll call Vote: AYES: Ambrosino, Marks, Guzzetti, Nordmann, Dunn, DeChant, McCorkle, Mansfield-Pryor. NAYS: None. ABSENT: None. Ordinance #2025-79 will be presented for second passage on September 3, 2025.

e. 2025-80) Ordinance: Chapter 5 Business, Article 16, Door to Door Solicitation

Minutes:

City Manager Marc Meyers presented Ordinance #2025-80. Councilor Ambrosino motioned to approve as presented, seconded by Councilor Nordmann. City Manager Meyers responded to questions/comments from Councilors DeChant, Ambrosino, and Dunn. Final Council comments were made by Councilor Marks.

Roll call Vote: AYES: Mansfield-Pryor, McCorkle, DeChant, Dunn, Nordmann, Guzzetti, Marks, Ambrosino. NAYS: None. ABSENT: None. Ordinance #2025-80 will be presented for second passage on September 3, 2025.

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

Minutes:

Chair Johnson presented Item #2025-81. Councilor Ambrosino motioned to approve as a slate, seconded by Councilor Marks.

Roll call Vote: AYES: Ambrosino, Marks, Guzzetti, Nordmann, Dunn, DeChant, McCorkle, Mansfield-Pryor. NAYS: None. ABSENT: None. Item #2025-81 approved.

g. 2025-82) Order: Approving agreement with ecomaine for recycling services

Minutes:

City Manager Marc Meyers presented Order #2025-82. Councilor Ambrosino motioned to approve as presented, seconded by Councilor Marks. City Manager Meyers responded to questions/comments from Councilors Dunn and Ambrosino.

Roll call Vote: AYES: Mansfield-Pryor, McCorkle, DeChant, Dunn, Nordmann, Guzzetti, Marks, Ambrosino. NAYS: None. ABSENT: None. Order #2025-82 adopted.

12. Councilor Comments

Minutes:

Councilor DeChant commented that Councilor Marks and herself were working on abandoned buildings, abused blight, and foreclosures and advances were happening. She reminded everyone that smoking is not allowed in public parks. Councilor Johnson gave an overview of her family history growing up in Ukraine and her ties to working with immigrants currently, and the role of City Council in that. She also stated that her term is up and she will not be running for reelection.

13. Executive Session

a. Real Estate per 1 MRS §405(6)(C)

14. Adjournment

Minutes:

Councilor Ambrosino motioned to move to Executive Session at 8:39pm, seconded by Councilor Marks.



Special Council Meeting

Minutes

Wednesday, August 20, 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

Minutes:

The City of Bath City Council met in special session in the Council Chambers on August 20, 2025. Chair Johnson called the meeting to order at 6:00 p.m.

2. Pledge of Allegiance

3. Roll Call

4. Presentations

- a. Century Club
- b. Valuation Update

5. Manager's Report

6. Public Hearings

- a. **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**

Minutes:

Chair Johnson opened the public hearing at 6:29. There was no public comment. She closed the public hearing at 6:29.

- b. **2025-83) Designating the 150 Congress Avenue Municipal Tax Increment Financing District and Development Program**

Minutes:

Chair Johnson opened the public hearing at 6:29. There was no public comment. She closed the public hearing at 6:29.

7. Unfinished Business

- a. **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**

Minutes:

City Manager Marc Meyers presented Ordinance #2025-78. Councilor Dunn motioned to approve as presented, seconded by Councilor Marks.

Roll call Vote: AYES: Ambrosino, Marks, Guzzetti, Nordmann, Dunn, DeChant, McCorkle, Mansfield-Pryor. NAYS: None. ABSENT: None.

8. New Business

- a. **2025-83) Order: Designating the 150 Congress Avenue Municipal Tax Increment Financing District and Development Program**

Minutes:

Chair Johnson stated that Order #2025-83 would be moved to end of the agenda.

Director of Economic and Community, Misty Parker presented Order #2025-82 at 7:37pm. She responded to questions/comments from Councilors Dunn, and McCorkle. Final Councilor Comments were given by Councilor Marks.

Councilor Dunn motioned to amend the Credit Enhancement Agreement, Exhibit A. "Resident Selection Plan" by adding the following: 1) That the project overview be amended to read 120% or less of the Area Median Income (AMI) 2) And that the applicant agrees to amend the Resident Selection Plan, Leasing Priority 2 to add 120% or lower of the AMI, and 3) That Leasing Priority 5 be amended to add 80-120% of AMI, Seconded by Councilor DeChant. All in favor. Councilor Dunn motioned to approve as amended, seconded by Councilor McCorkle.

Vote results:

Ayes: 8 / Nays: 0

- b. **2025-84) Order: Approving purchase of mower**

Minutes:

Director of Parks and Recreation, Steve Balboni presented Order #2025-84.

Councilor Ambrosino motioned to approve as presented, seconded by Councilor Dunn. He responded to questions/comments by Councilor Dunn.

Vote results:

Ayes: 8 / Nays: 0

- c. **2025-85) Order: Approving bid with Hagar Enterprises, Inc. for street paving**

Minutes:

Director of Public Works, Chris Wallace presented Order #2025-85. Councilor McCorkle motioned to approve as presented, seconded by Councilor Mansfield-Pryor. He responded to questions/comments by Councilors McCorkle, Ambrosino, and Dunn.

Vote results:

Ayes: 8 / Nays: 0

d. 2025-86) Order: Approving bid with EJ Prescott, Inc. for Harward Street Sewer Pipe Interceptor Upgrade Project

Minutes:

Director of Public Works, Chris Wallace presented Order #2025-86. Councilor Ambrosino motioned to approve as presented, seconded by Councilor Dunn.

Vote results:

Ayes: 8 / Nays: 0

e. 2025-87) Order: Approving Short Term Solar Power Purchase Net Energy Billing Agreement

Minutes:

Director of Environment and Sustainability, Rod Melanson presented Order #2025-87. Councilor McCorkle motioned to approve as presented, seconded by Councilor Ambrosino. He responded to questions/comments by Councilors McCorkle, Ambrosino, and Dunn.

Vote results:

Ayes: 8 / Nays: 0

9. Executive Session

Minutes:

Councilor Dunn motioned to move to Executive Session at 6:44pm, seconded by Councilor Marks.

Councilor McCorkle motioned to move to Regular Session at 7:37pm, seconded by Councilor DeChant.

a. Real Estate per 1 MRS §405(6)(C)

10. Adjournment

Contact: Darci Wheeler, City Clerk (DWheeler@cityofbath.com 207-443-8332) | Minutes published on 08/25/2025 at 3:22 PM

8/6/2025

2025-79

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: September 3, 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 letter revising proposed amendment, redline (markup) of proposal, and staff memo for more information

Action: Recommend for passage

City Manager

Introduced for: Select



CITY OF BATH

Date:

Land Use Code 1.07 amendment, BIW proposed rezoning of Industrial/Shipyard(I) District-700 Washington Street

Exhibit A: Proposed Land Use Code Amendment

Introduction: Redline to reflect proposal passed by City Council on August 6, 2025:

[Sections that are underlined are intended to be added.

Sections that are ~~struck through~~ are intended to be deleted.

Sections in brackets are explanatory notes]

ARTICLE 8: DISTRICT REGULATIONS

SECTION 8.14 INDUSTRIAL/SHIPYARD DISTRICT - I

C. Space and Bulk Regulations

MINIMUM LOT AREA	
1. All uses	None
MINIMUM LOT WIDTH PER LOT	
1. All uses	None
MINIMUM SETBACKS	
1. Front	50 feet
1. <u>Front, between Route 1 and Fisher Court</u>	<u>35 feet</u>
<u>Front, between Castine Ave and Hinckley St</u>	<u>15 feet</u>
<u>Front, all other areas</u>	<u>50 feet</u>
2. Side	25 feet
3. Rear	25 feet
4. From waterbodies	25 feet, except none for buildings and structures for water-dependent uses
MINIMUM YARD AREAS	
1. Front	25 feet
1. <u>Front, between Route 1 and Fisher Court</u>	<u>5 feet</u>
<u>Front, between Castine Ave Pine St</u>	<u>5 feet</u>
<u>Front, all other areas</u>	<u>25 feet</u>
2. Side	5 feet
3. Rear	5 feet
4. From waterbodies	5 feet, except none for buildings and structures for water-dependent uses
MAXIMUM LOT COVERAGE	
1. All uses	75 percent
MAXIMUM BUILDING HEIGHT	
1. All uses	75 feet



MEMO

To: Marc Meyers, City Manager

From: Jenn Curtis, Director of Planning

Date: August 27, 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 and staff prepared markup

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.

On August 6, 2025, the City Council voted to approve the revised proposal and requested that the Planning Board hold an additional public hearing on it, and provide further recommendation(s).

On August 26, 2025, the Planning Board held a public hearing on the revised proposal, and voted to recommend to approve the proposal, with the change: that the front setback reduction referencing Castine Ave to Hinckley St be amended to “Between Castine Avenue and 100’ North of Hinckley Street” for the purpose of further defining the target areas.

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?

On August 26, 2025, the **Planning Board** held a public hearing on the revised proposal, and **voted unanimously to recommend to approve the proposal, with the change: that the front setback reduction referencing Castine Ave to Hinckley St be amended to “Between Castine Avenue and 100’ North of Hinckley Street”** for the purpose of further defining the setbacks in relation to the targeted project areas.

The discussion beforehand included:

- The reason the setback was initially set – Mr. Oxton said he thought it was due to a comprehensive plan recommendation from two comprehensive plans ago, and he thought it was to avoid having more of the towering buildings too close to Washington Street.
- That the reason BIW is proposing more parking even though the South End Transportation Study did not recommend it – essentially, because priorities and funding situations have changed, and because it wasn’t seen as a possibility at that time.
- Mr. Gersh stated that the South End Transportation Study is non-binding and he was in favor of the proposal because it aligned with the comprehensive plan, which is what they are supposed to be using to make this decision.
- One member of the public spoke in favor, one asked a question, and one responded to Mr. Gersh, who referenced his comment. Two of the same also submitted written comments opposed.

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):

MINIMUM LOT AREA	
1. All uses.....	None
MINIMUM LOT WIDTH PER LOT	
1. All uses.....	None
MINIMUM SETBACKS	
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
MINIMUM YARD AREAS	
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
MAXIMUM LOT COVERAGE	
1. All uses.....	75 percent
MAXIMUM BUILDING HEIGHT	
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:

MINIMUM LOT AREA	
1. All uses.....	None
MINIMUM LOT WIDTH PER LOT	
1. All uses.....	None
MINIMUM SETBACKS	
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
MINIMUM YARD AREAS	
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
MAXIMUM LOT COVERAGE	
1. All uses.....	75 percent
MAXIMUM BUILDING HEIGHT	
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

8/6/2025

2025-80

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: August 6, 2025

Responsible Dept: City Manager

Requested Action: Ordinance

Title

Chapter 5 Business, Article 16, Door To Door Solicitation

Summary

At the request of Chair Johnson and Councilor McCorkle, this ordinance was drafted to address concerns around door to door commercial solicitation. This ordinance regulates door-to-door commercial solicitation to protect residents' privacy, reduce disruptions, and support public safety. It requires solicitors to register with the City Clerk, carry proof of registration, and follow rules such as not soliciting between 8:00 p.m. and 8:00 a.m., avoiding homes with "No Solicitation" signs, and leaving when asked. Nonprofit fundraising and prearranged visits are exempt. Registrations are valid for 30 days and can be renewed, with specific personal, employer, and activity details required. Violators may be fined up to \$100 per offense.

Staff Comments

This draft was reviewed by the City Clerk, Chief of Police and Codes Enforcement Officer.

Action: Recommend for passage

City Manager

Introduced for: New Business



CITY OF BATH

Date:

Chapter 5 Business, Article 16, Door To Door Solicitation

Add Article 16 (see attached)

ARTICLE 16 - DOOR TO DOOR SOLICITATION

Section 5-601 Purpose

This article ensures residents' peaceful enjoyment of their homes by restricting door-to-door solicitation during disruptive times, supporting crime prevention and detection, and requiring solicitors to have proper state registrations and permits. It protects privacy, enhances safety, and ensures compliance from those conducting commercial solicitation within the City.

Section 5-602 Definition

"Commercial solicitation" means offering goods, services, or real property for sale/rent, or promoting such sales. Fundraising for nonprofits is excluded.

Section 5-603 Regulations

- A. It shall be unlawful to engage in door-to-door commercial solicitation without registration.
- B. It shall be unlawful to engage in any type of door-to-door solicitation between 8:00 p.m. and 8:00 a.m.
- C. It shall be unlawful to enter a property after being refused permission and/or enter a property with posted signs for "No Solicitation".
- D. The provisions of this section shall not apply to visits by prearranged appointment.

Section 5-604 Registration form

Registration forms are available through the City Clerk. The form will include:

- A. Name, address, and telephone number of the registrant;
- B. Physical description of the registrant;
- C. Name, address, and telephone number of the registrant's employer;
- D. Description of the motor vehicle to be used by the registrant in conducting the solicitation;
- E. Brief description of the types of goods or services offered for sale by the registrant; and
- F. For any registrant whose activities would constitute the transient sale of consumer merchandise, as defined in 32 M.S.R.A. § 4681, a copy of the registration issued under 32 M.S.R.A. § 4682-A.

Section 5-605 Issuance and term

- A. The City Clerk shall issue proof of registration upon receipt of a completed registration form, including associated fee.
- B. Each registration shall expire thirty (30) days after issuance but shall be renewed by the City Clerk for additional thirty-day periods upon request of the registrant
- C. Each proof of registration shall contain the name, address, physical description and organizational affiliation of the permittee; a description of the solicitation activity to be engaged in; an expiration date; and the signature and seal of the City Clerk. The City Clerk shall keep a record of all registrations.
- D. Every person engaged in door-to-door commercial solicitation shall have a valid proof of registration, as required by this article, in their possession while engaged in the City and shall present the proof of registration for inspection upon request of any person.

Section 5-607 Violations

- A. Violations are subject to fines up to \$100 per offense.



RECYCLING SERVICES AGREEMENT

AGREEMENT made this 3rd day of July 2025, by and between **ECO Maine**, with a principal place of business located at 64 Blueberry Road, Portland, Maine 04102 (hereinafter, “**ecomaine**”), and the City of Bath, located in the State of Maine (hereinafter, the “Municipality”).

WHEREAS, **ecomaine** owns and operates a single sort recycling facility located at 64 Blueberry Road in Portland, Maine (the “Facility”); and

WHEREAS, **ecomaine** encourages and promotes regional recycling in accordance with the State’s solid waste management and recycling plan; and

WHEREAS, recycling is to the benefit of the economy and environment of the Municipality; and

WHEREAS, the Municipality generates recyclable materials within its boundaries and provides for a method of collection of those recyclable materials; and

WHEREAS, the Municipality is seeking a cost-effective and environmentally sound manner for the processing of recyclable materials; and

WHEREAS, **ecomaine** is willing to accept and handle Municipality’s recyclable materials for processing at the Facility;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, **ecomaine** and the Municipality hereby agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:
 - a. Agreement means this Agreement, as it may be amended from time to time.
 - b. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.
 - c. Delivery Hours means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute

Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

- d. Effective Date means July 1, 2025
- e. Facility means the waste-to-energy plant and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.
- f. Contaminant means any material, including free flowing liquid, that is not included in **ecomaine**'s Program List.
- g. Hauler means any entity or person that performs solid waste services on behalf of the Municipality, including, without limitation, the delivery of Recyclable Materials to the Facility. "Hauler" shall also mean the Municipality when the Municipality delivers Recyclable Materials to the Facility with its own employees or agents.
- h. Hazardous Waste means waste by its composition, characteristics, or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. "Hazardous Waste" shall also mean waste which is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*, as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301 *et seq.*, as amended; and (iii) any other federal, state, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed (i) through (iii) above; provided, however, that any such materials that are later determined not to be harmful, toxic, dangerous, or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction. "Hazardous Waste" shall include, without limitation, medical waste.
- i. Processing Fee means the per-ton fee paid by the Municipality for the processing of Recyclable Materials by **ecomaine** at the Facility.
- j. Ton means a quantity of 2,000 pounds.
- k. Program List means a list of Recyclable Materials accepted by **ecomaine** for processing at the Facility, as indicated on Attachment A.
- l. Recyclable Materials means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location,

and which, in the reasonable judgment of **ecomaine**, are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.

- m. Single Sort Recycling Program means the single category recycling program owned and operated by **ecomaine** at the Facility, whereby materials to be recycled are not required to be sorted into categories.
 - n. Municipality means a municipality, as defined in 30-A M.R.S. § 2001, or any other governmental entity that is party to this Agreement.
 - o. Shutdown means a full or partial cessation of operation of the Facility.
 - p. Site means the Facility and ancillary activities located at 64 Blueberry Road, Portland, Maine.
 - q. Substitute Facility means any facility not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to handle any Recyclable Materials of the MUNICIPALITY during periods that the Facility is not in operation. **ecomaine** covenants it shall not divert MUNICIPALITY's materials to substitute facilities that are not properly licensed to handle and accept such materials
 - r. Average Commodity Revenue (ACR) is based on the blended revenue earned or costs incurred by ecomaine from the marketing, handling and transport of recyclable materials received through its Single Sort Recycling Program. Excluded from revenue and its respective tonnage are materials received sorted, the value and tonnage of which is not included in the single sort revenues. Additionally, the cost of residue or municipal solid waste is deducted from single sort revenues received before distribution. Total ACR revenues after deduction for sorted revenues and residue are then divided by total single sort inbound tons to arrive at an average per ton ACR.
2. Delivery of Recyclable Materials.
- a) The Municipality agrees to deliver or cause to be delivered to the Facility all Recyclable Materials on the Program List generated within the boundaries of the Municipality and under the Municipality's control, and **ecomaine** agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program, except as otherwise provided herein.
 - b) **ecomaine** shall provide the Municipality with the Program List, which may be revised by **ecomaine** up to twice per year upon 60 days' prior notice to the Municipality.

- c) Except as otherwise provided herein, **ecomaine** shall be exclusively entitled to any benefits derived from Recyclable Materials delivered to the Facility by or on behalf of the Municipality.

3. Collection, Transportation and Handling of Recyclable Materials.

- a) The Municipality shall be responsible for all costs associated with collection and transportation of Recyclable Materials to the Facility.
- b) Until delivery to the Facility, Recyclable Materials remain the property of the Municipality and all responsibility for safe and lawful handling rests with the Municipality.
- c) Upon acceptance of Recyclable Materials by **ecomaine** from the Municipality or its Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the Municipality to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the Municipality.
- d) Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by **ecomaine**.
- e) The Municipality shall use best efforts to ensure that Contaminants are not included with Recyclable Materials. Upon inspection, **ecomaine** may downgrade loads that contain Contaminants. Downgraded loads will incur a contamination fee for the entire load as follows:
- 6-10% contaminants by volume will receive a warning.
 - 11-15% contaminants by volume will incur an additional \$25 per ton fee.
 - 16-20% contaminants by volume will incur an additional \$45 per ton fee.
 - 21-25% contaminants by volume will incur an additional \$55 per ton fee.
 - 26% or higher contaminants by volume will incur a contamination fee in the amount of the current commercial waste disposal gate rate per ton fee for the entire load.
- f) For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** prior to tipping, **ecomaine** will immediately reject such loads and the Municipality or its Hauler shall promptly remove such loads from the Facility for disposal at an appropriate facility. For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** after tipping, **ecomaine** will segregate such loads and dispose of them at an appropriate facility designated by **ecomaine**. All costs associated with the disposal of Hazardous Waste will be at the sole expense of the Municipality. The Municipality will not receive payment under Section 5 for any load containing a level of contamination greater than 10% or for any load containing Hazardous Waste. Any contamination fees charged will be in addition to net processing costs.

- g) In the event that no market for Recyclable Materials exists at any point during the term of the Agreement, **ecomaine** may, in its sole discretion, utilize alternative disposal methods for the Recyclable Materials, including without limitation disposal at **ecomaine's** landfill or waste-to-energy facility.

4. Term of Agreement.

- a) This Agreement is effective for 5 years, commencing on July 1, 2025, unless sooner terminated under the terms hereof.
- b) To ensure continuous service, this Agreement will be automatically renewed for successive five year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent five year term.

5. Processing Cost and Revenue Share.

- a) The Municipality shall pay **ecomaine** a Processing Fee of \$130.00 per ton of Recyclable Materials delivered by or on behalf of the Municipality to the Facility until June 30, 2026, at which time and annually thereafter, the Processing Fee shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year.
- b) **ecomaine** shall issue a revenue/cost sharing rebate/charge to the Municipality based on the year-to-date Average Commodity Revenue (ACR) per ton value and the Recyclable Tons delivered by the Municipality (except for any loads containing 10% or more contamination as those will not be eligible for any credit or rebate for the recyclable material). When ACR is above \$10 per ton, the value of the rebate shall be 50% of the ACR on an inbound non-contaminated per-ton basis. When ACR is between \$0 and \$10 per ton, no rebate is provided. When ACR is below \$0 per ton, the Municipality will be charged 100% of the negative ACR for all tons. The revenue/cost sharing rebate/charge shall be billed quarterly based on **ecomaine's** cumulative fiscal year calculation and shall be paid or billed within 45 days of each quarter. The calculation is based on an annual basis and quarterly installments payments/charges offset the annual amount due or owed for the cumulative fiscal year ending June 30.

6. Payment. On a monthly basis during the term of the Agreement, **ecomaine** shall issue an invoice to the Municipality detailing Processing Fees due under Section 5(a), any contamination fees due under Section 3(e), and any other applicable charges due. The Municipality shall pay the invoice amount to **ecomaine** within thirty (30) days of the invoice date. In the event that a credit is due to the Municipality under Section 5(b), **ecomaine** will pay the Municipality within thirty (30) days of the last day of the fiscal year. In the event that a charge is issued to the

Municipality under Section 5(b), the Municipality will pay **ecomaine** within thirty (30) days of the last day of the fiscal year.

7. Default. Failure of the Municipality to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the Municipality and under its control shall constitute a breach of this Agreement. In event of such breach, the Municipality shall pay **ecomaine** an amount equal to the Processing Fee in effect for the period of breach times the estimated number of tons of Recyclable Materials that were not delivered to the Facility as a result of such breach. **ecomaine** will estimate such number of tons on a monthly basis by:

- a) Calculating the number of tons of Recyclable Materials generated in the Municipality and delivered to the Facility in the calendar month prior to the commencement of the breach; and
- b) Adjusting the above number of tons for any monthly or seasonal variation in delivery that has occurred in the previous two calendar years; and
- c) Subtracting from the resulting figure the number of tons of Recyclable Materials generated in the Municipality and actually delivered to the Facility during each month in which the breach occurs.

In the event that sufficient historical data does not exist to allow calculation of the estimated number of tons of undelivered Recyclable Materials as the result of such breach, **ecomaine** shall estimate that number of undelivered tons in any reasonable manner available.

In the event that Municipality's failure to deliver all Recyclable Materials collected is attributable to a default by the Hauler, and reasonable notice explaining the circumstances of such default is provided to ecomaine, such failure shall not constitute a breach of this Agreement.

8. Force Majeure. Neither party shall be liable to the other for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- a) Acts of God, hurricane, tornado, lightning, earthquake or epidemic;
- b) Acts of war, civil insurrection or terrorism;
- c) Fire or flood not caused by the party unable to perform; or
- d) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

9. Notices. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if (1) sent by email to the addresses listed below, which will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed; or (2) hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, CEO/General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102
roche@ecomaine.org

With a copy to: Anna Clark, Esq.
Jensen Baird
Ten Free Street, P.O. Box 4510
Portland, ME 04112
mbower@jensenbaird.com

If to MUNICIPALITY: NAME

Said notice shall be deemed given when mailed or emailed with acknowledgement. Each party shall have the right, from time to time to designate a different person, and/or address, and/or email address by notice given in conformity with this Article.

10. Compliance with Laws. Each party shall comply with all federal, state and local laws, regulations, rules, ordinances and orders of any kind that are applicable to that party's performance under this Agreement.

11. Insurance. **ecomaine** shall maintain insurance sufficient to protect itself from risks associated with performance of this Agreement. Such insurance shall include the types and minimum limits set forth below:

- Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Contractual Liability, and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.
- Workers' Compensation: Statutory limits are required.
- Automobile Liability: In an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
- Umbrella or Excess Liability Coverage: Not less than \$5,000,000 per occurrence and in the aggregate.
- Environmental Liability: Not less than \$1,000,000 per claim and in the aggregate.

12. Indemnification. To the extent permitted by law, **ecomaine** and the Municipality shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the negligent acts or omissions or willful misconduct of the indemnified party or its authorized agents, officers, contractors, and employees; provided, however, that the indemnifying party shall not be liable for indemnification under this Section 11 to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, officers, contractors or employees.

The parties acknowledge that both parties are political subdivisions of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which either party would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against that party, and that party shall continue to enjoy all rights, claims, immunities, defenses, limitations of liability, and benefits available to it under law.

This section shall survive termination of the Agreement.

13. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part.

14. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.

15. Modification. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties.
16. Construction of Agreement. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The counterparts may be executed by digital or electronic signatures. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

Witness:

TOWN/CITY OF _____

By: _____

Its:

Witness:

ecomaine

By: _____

Its: CEO/General Manager

Attachment A

ecomaine

With single stream recycling nothing needs to be sorted or kept separated. Everything is placed in the same container. Here's a look at what is (and isn't) recyclable at ecomaine:

ecomaine

DO recycle

PAPER

- All clean cardboard, paperboard, & pizza boxes (**NO FOOD**)
- Newspaper & inserts
- Magazines
- Mail & catalogs
- Paper bags
- Office paper, envelopes, & window envelopes
- Wrapping paper
- Phone books
- Books
- Paper plates (*clean*)
- Milk & juice cartons
- Drink boxes & aseptic containers
- Shredded paper
(*put in clear plastic bags - this the ONE exception to our 'no plastic bags' rule!*)

PLASTIC

- Water bottles
- Milk jugs
- Detergent bottles
- All rigid containers marked #1-7 (except Styrofoam)

METAL

- Tin cans
- Aerosol cans (*empty*)
- Aluminum cans & foil
- Pots & pans

GLASS (all colors)

- All glass bottles & jars

All rigid containers must be EMPTY (not perfectly clean)

This is not a complete list! Search more than 1,500 items at ecomaine.org/101

ecomaine

DON'T recycle

NO PLASTIC BAGS!

Plastic bags & wrap:

- Trash & shopping bags (*empty or full*)
- Plastic wrap or film
- Bubble wrap or mailers
- Tyvek or plastic envelopes
- Bread bags
- Potato chip & snack bags
- Sandwich baggies
- Animal food bags
- Frozen vegetable bags
- Pellet bags
- Newspaper bags
- Boat wrap or tarps
- Straws & cup lids
- Styrofoam (*even if it's #6!*)
- Paper towels, napkins, or tissue
- Needles & sharps
- Large metal parts
- Gas tanks (*propane, helium, oxygen, etc.*)
- Wood & lumber
- Pipes (*metal or plastic*)
- Clothing & shoes
- Bedding & pillows
- Batteries:
 - alkaline*
 - button-cell*
 - rechargeable & lithium-ion*
- Light bulbs (*any type*)
- Garden hoses
- Diapers (*baby or adult*)
- Food or plants (*compost these*)
- Kitty litter
- Knives & blades
- Toys
- Vinyl siding
- Wax-coated paper & boxes
- Rope, string, chain

ecomaine

Do not bag recyclables
No garbage

No plastic bags or film
Return to retailers
(Check out www.plasticfilmrecycling.org)

ecomaine's

THREE RULES OF PLASTIC RECYCLING

Plastic containers - except Styrofoam - are recyclable if they meet ALL three of these rules:

1. It must have a #1-7 recycling symbol
2. It must be rigid, or hard plastic
3. It must be a container

No batteries of any kind
No electronics

No "tanglers"
No cords, electronics, hoses, ropes, etc.

No hazardous waste
No explosives - No sharps

No clothing or linens
Use donation programs

No food or liquid
Empty all containers

Questions? Look up more than 1,500 items on **ecomaine's** FREE Recyclopeda app!
www.ecomaine.org/101

When in doubt, throw it out! If it's not on the **DO** side, it should be considered on the **DON'T** side!

Updated 3/31/2023

Page 39

10

9/3/2025

2025-89

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: September 3, 2025

Responsible Dept: City Manager

Requested Action: Order

Title

Approving amending covenant for 103 South Street

Summary

In 1998, the City sold to 103 South Street (the former Children's Home) to Philip and Sylvia Maione with a number of protective covenants. Mr. Maione has listed the property for sale and feedback has been received from interested parties that the Uses covenant is too restrictive for a building and lot of those sizes.

The current Uses covenant restricts the property to four dwelling units, one of which must be a residence, and an additional dwelling unit in a separate structure.

The current land use code would allow up to 13 dwelling units on the property.

Staff is recommending allowing up to 13 dwelling units with one additional dwelling unit in a separate structure. Any expansion of units would require City Council approval. Staff has reviewed all of the covenants and is not recommending any other amendments.

Staff Comments

The order and release are being drafted by Bernstein Shur and will be available at your meeting. The current quit claim deed is in your packet.

Action: Recommend for passage

City Manager

Introduced for: New Business



CITY OF BATH

Date:

Approving amending covenant for 103 South Street

BK 1635PG 110

MUNICIPAL QUIT-CLAIM RELEASE DEED

10446

KNOW ALL MEN BY THESE PRESENTS, THAT the **CITY OF BATH**, a body corporate and politic, with a place of business at Bath, in the County of Sagadahoc, and State of Maine, in consideration of one Dollar and other good and valuable consideration paid by **PHILIP F. MAIONE** and **SYLVIA T. MAIONE**, of Bath, in the County of Sagadahoc, and State of Maine, whose mailing address is 103 South Street, Bath, Maine, 04530, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said **PHILIP F. MAIONE** and **SYLVIA T. MAIONE**, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever,

PARCEL ONE

A CERTAIN LOT OR PARCEL OF LAND, together with any buildings thereon, situated in Bath, Sagadahoc County, State of Maine, described as follows, to wit:

BEGINNING at the corner of High and South Streets and running easterly on the North side of said South Street about fourteen (14) rods to land now or formerly of Charles Crooker;

THENCE northerly by said Crooker's land about eighteen (18) rods to land formerly owned by C.&W.D. Crooker;

THENCE westerly by said Crooker's land about fourteen (14) rods to High Street;

THENCE southerly by said High Street about eighteen (18) rods to the first mentioned bound;

the premises being the former homestead of the late William M. Rogers, deceased.

PARCEL TWO

A CERTAIN LOT OR PARCEL OF LAND, together with any buildings thereon, situated in Bath, Sagadahoc County, State of Maine, described as follows, to wit:

BOUNDED ON THE NORTH by land now or formerly of the Chadbourne heirs;

ON THE SOUTH by land conveyed to the State of Maine by William Rogers (Parcel 1 above);

ON THE EAST by land now or formerly of the heirs of Charles Crooker, and

ON THE WEST by High Street.

BK 1635 Pg 111

GRANTOR makes no representations or warranties with respect to the premises conveyed. The representations and warranties so excluded encompass, but are not limited to, those pertaining to: land use and environmental matters; fitness of the premises or any portion thereof for any particular purpose; water quality or quantity; the condition or quality of the soil; inchoate or unrecorded liens; or the existence, status, or condition of access to, or public utilities serving, the premises.

TOGETHER WITH all rights, hereditaments, easements, and appurtenances benefiting the premises herein conveyed.

SUBJECT TO Protective Covenants attached hereto and made a part hereof which Covenants shall run with the land.

MEANING AND INTENDING TO CONVEY the same premises conveyed by Release Deed of the State of Maine, acting by and through its Department of Administrative and Financial Services, to the City of Bath, dated May 22, 1997, and recorded in the Sagadahoc County Registry of Deeds in Book 1497, Page 219.

AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging to the said PHILIP F. MAIONE and SYLVIA T. MAIONE, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

IN WITNESS WHEREOF, the CITY OF BATH has caused this instrument to be signed in its corporate name and sealed with its corporate seal by John D. Bubier, its City Manager, thereunto duly authorized by Council Order dated October 21, 1998, this 5th day of November, 1998.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

Roger R. Theriault

CITY OF BATH

By John D. Bubier
Its: City Manager

STATE OF MAINE
SAGADAHOC, SS.

November 5, 1998

Personally appeared the above named John D. Bubier in his aforesaid capacity, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the said City of Bath.

Before me,

Anne Marie Moore
Notary Public/Attorney At Law
Anne Marie Moore

ROGER R. THERIAULT
ATTORNEY AT LAW
46 FRONT STREET
BATH, MAINE 04530

ANNE MARIE MOORE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 18, 2001

PROTECTIVE COVENANTS

BATH CHILDREN'S HOME PROPERTY

The following protective covenants are intended to be inserted as conditions in any deed of conveyance, in order to protect and enhance the historical and architectural features of the structures and grounds known as the Bath Children's Home Property:

The parties to this conveyance recognize the historical and architectural significance of the grounds and structures thereon, more particularly described above and commonly known as the Bath Children's Home Property. An important consideration for this conveyance to the City of Bath is the preservation of the historic and architecturally significant features of the property. At the same time, the City recognizes within the preservation goal, the need to adapt and alter the structure for contemporary uses. These covenants shall run with the land and shall bind the Grantee and all subsequent owners.

1. Current Condition/Hazards: The subject premises may contain certain conditions as a result of outdated building practices or the use of certain materials that may contain hazardous components such as lead paint, asbestos or other hazards that may need to be removed or encapsulated in order to make the structures habitable. Addressing these problems is one of the challenges of owning and restoring an historic property. The City of Bath does not have the resources to correct these problems and takes no responsibility for the condition of the premises being sold. The City of Bath assumes no liability for any hazards, defects or other condition of the property or for the repair, renovation or replacement that may be required to correct any hazard, defect, condition or problem.
2. Rehabilitation/Maintenance: The parties to this conveyance recognize that the structures on the above-described premises require substantial and particular rehabilitation. The parties evidence their intent to enter into a Rehabilitation Agreement which shall contain the terms and conditions applicable to the rehabilitation of the various structures on the property, together with such other terms and conditions as may be necessary to fully implement the Agreement. It shall be the goal and objective of the Agreement to provide for rehabilitation in a manner that preserves the historical and architecturally significant features of the various structures. As part of the rehabilitation, the ell, storage shed and/or pool may be removed. The Grantee assumes the full and complete responsibility of repairing, maintaining and administering the premises so as to preserve the

BX 1635P6112

historical and architectural integrity of the features, materials, appearances, workmanship and environment of the subject property.

3. Exterior: The exterior shall be renovated and maintained in a manner to protect and enhance the historical and architectural features of the structures. No alteration and no physical or structural change and no change in the material or surfacing may be made to the exterior of the subject property without the prior written approval of the City of Bath.
4. Additions: No addition or additional structure may be constructed or permitted to be built upon the subject property unless the plans and exterior designs of such structure or addition have been approved in advance in writing by the City of Bath. The plans and designs of such structure shall conform to the standards expressed in paragraph 3 above and paragraph 8 below. The City of Bath in reviewing the plans and designs for any addition or additional structure must consider the following criteria: Exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structures; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on archeological resources. Contemporary designs for additions or additional structures are not to be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, material, and character of the property and its environment.
5. Interior: The parties to this Agreement concur that there are certain interior architectural and historical features, which are listed at the end of this paragraph, which are elements that contribute to the architectural and historical significance of the subject property. The City of Bath encourages preservation of the following specific features: (a) the four fireplaces; (b) the wainscotting and interior panelled shutters in the four front or southerly rooms, upstairs and downstairs; (c) the broad heavy oak stairway leading to the upper floors; (d) the tinued ceiling; (e) the marble radiator tops. If these features cannot be retained or restored, then they should be preserved and carefully covered for re-access or carefully removed and stored in cooperation with the City of Bath.
6. Uses: In order to protect the interests of the neighborhood and the City and to prevent overburdening of the property, use of the existing structure shall be limited to a residence and three additional residential dwelling units for a total of four residential units. One additional residential dwelling unit may be added in a separate structure elsewhere on the lot. The property may also be used as a bed and breakfast. The use of the property shall not be changed nor shall the

*** NOT A TRUE COPY ***

BK 1635 Pg 113

BK 1635 PG 114

number of units be increased without amendment of this covenant approved in advance of any such change by the Bath City Council.

7. Trees: No living trees greater than 12 inches in diameter at a point 4 feet above the ground may be removed from the subject property without the express written approval of the City of Bath unless removal is necessary for the protection of any persons coming onto the subject property or of the general public; for the prevention or treatment of disease; or for the protection and safety of the subject property or other permanent improvements of the subject property. Any tree of the aforementioned size, which must be removed, must be replaced within a reasonable time by a new tree of a substantially similar species. If so requested, the City of Bath may approve the use of an alternate species.
8. Approval Standards: When approvals are sought from the City of Bath by this Grantee, or any subsequent owner, the City will apply the standards for the treatment of historic properties as found in the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992), together with such amendments to those standards as may from time to time be promulgated.
9. Permitting: The Grantee and any subsequent owners of this property shall be responsible for and shall acquire all necessary and appropriate permits from any applicable authority, State, Federal or Local, prior to the commencement of any activity on the property requiring such permit. These covenants are not intended, and such not operate, as a waiver of any permit requirement.
10. Enforcement: These Covenants are to be administered and enforced solely by the City of Bath, its successors, assigns or designees. The enforcement rights shall also run with the property and shall apply to this Grantee and all subsequent owners of the property.
11. Violations: In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, are available to the City of Bath. No failure on the part of the City of Bath to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City of Bath shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City of Bath to enforce the same in event of a subsequent breach or default.

RECEIVED SAGADAHOC SS

98 NOV 17 AM 9:41

ATTEST: *Barbara J. Shaw*
REGISTER OF DEEDS

9/3/2025

2025-90

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: September 3, 2025

Responsible Dept: City Manager

Requested Action: Resolution

Title

Sagadahoc County tax payment preference

Summary

Per the County Commissioners' request, the councils and boards of municipalities in the county are being asked to officially vote on your municipality's preference in terms of how many installments they are requesting for the county tax payment going forward. Currently, the payment is once per year.

The towns of Georgetown, Topsham and Woolwich have voted with a preference of two payments.

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: New Business



CITY OF BATH

Date:

Sagadahoc County tax payment preference

Be it resolved by the City Council of the City of Bath that Bath would prefer to pay its county tax in two installments and the City Manager is authorized to inform Sagadahoc County and the other county municipalities of this preference and work with county administration to see if a mutually beneficial payment schedule can be developed for FY 2027.

9/3/2025

2025-91

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: September 3, 2025

Responsible Dept: Finance

Requested Action: Resolution

Title

Reducing Captured Value Percentage of Downtown Municipal Development and Tax Increment Financing District

Summary

The City will remove exempt property values from the TIF calculation, aligning with 2014 rules, and will adopt this adjustment annually by resolution.

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: New Business


CITY OF BATH

Date: 09/03/2025

Reducing Captured Value Percentage of Downtown Municipal Development and Tax Increment Financing District

WHEREAS, the City of Bath (the “City”) is authorized pursuant to Title 30-A Maine Revised Statutes Section 5227(3)(D), as amended, to, by vote of the municipal officers, return to the municipal general fund any tax increment revenues remaining in a tax increment financing district's project cost account in excess of those estimated to be required to satisfy the obligations of the that particular tax increment financing district's development project cost account;

WHEREAS, there is a need to spend taxpayer dollars on projects that are not approved project costs pursuant to the provisions of Chapter 206 in Title 30-A of the Maine Revised Statutes (the “TIF Statute”); and

WHEREAS, currently the Development Program allows the City to capture one hundred percent (100%) of the increased assessed value in this District; and

WHEREAS, the City deposits 100 percent (100%) of the taxes paid on the captured assessed values (TIF Revenues) into the City's project cost subaccount; and

WHEREAS, the City would like to lower the amount of TIF Revenues deposited into the City's project cost subaccount and transfer a portion of those TIF Revenues to the City's general fund.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council, serving as the City's municipal officers, hereby votes to return twenty-four and eighty-fifths one hundredth percent (24.85%) of the TIF Revenues deposited in the City's project cost subaccount for the Downtown Municipal Development and Tax Increment Financing District (the “TIF District”) to the City's general fund for the fiscal year 2026.

Section 2. The City Council understands that such determination shall mean that return twenty-four and eighty-fifths one hundredths percent (24.85%) of the property taxes paid on the increased assessed value within the TIF District for FY 2026 will go to the City's general fund, while seventy-five and fifteen one hundredths (75.15%) of the TIF Revenues will remain in the City's project cost subaccount for the TIF District. All tax increment financing revenues previously collected for the District shall continue to be used on the District's approved project costs.

Section 4. The City Council will need to take action on reducing the percentage of TIF Revenues deposited into the City's project cost subaccount for future fiscal years. If action is not taken the percentage allocated to the City's project cost subaccount will be at the level consistent with the terms of the Development Program for the District.

9/3/2025

2025-92

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: September 3, 2025

Responsible Dept: Finance

Requested Action: Resolution

Title

Reducing Captured Value Percentage of Wing Farm Municipal Development and Tax Increment Financing District

Summary

The City will remove exempt property values from the TIF calculation, aligning with 2014 rules, and will adopt this adjustment annually by resolution.

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: New Business


CITY OF BATH

Date: 09/03/2025

Reducing Captured Value Percentage of Wing Farm Municipal Development and Tax Increment Financing District

WHEREAS, the City of Bath (the “City”) is authorized pursuant to Title 30-A Maine Revised Statutes Section 5227(3)(D), as amended, to, by vote of the municipal officers, return to the municipal general fund any tax increment revenues remaining in a tax increment financing district's project cost account in excess of those estimated to be required to satisfy the obligations of the that particular tax increment financing district's development project cost account;

WHEREAS, there is a need to spend taxpayer dollars on projects that are not approved project costs pursuant to the provisions of Chapter 206 in Title 30-A of the Maine Revised Statutes (the “TIF Statute”); and

WHEREAS, currently the Development Program allows the City to capture one hundred percent (100%) of the increased assessed value in this District; and

WHEREAS, the City deposits 100 percent (100%) of the taxes paid on the captured assessed values (TIF Revenues) into the City's project cost subaccount; and

WHEREAS, the City would like to lower the amount of TIF Revenues deposited into the City's project cost subaccount and transfer a portion of those TIF Revenues to the City's general fund.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council, serving as the City's municipal officers, hereby votes to return five and a half percent (5.5 %) of the TIF Revenues deposited in the City's project cost subaccount for the Wing Farm Municipal Development and Tax Increment Financing District (the “TIF District”) to the City's general fund for the fiscal year 2026.

Section 2. The City Council understands that such determination shall mean that five and a half percent (5.5 %) of the property taxes paid on the increased assessed value within the TIF District for FY 2026 will go to the City's general fund, while ninety-four and a half percent (94.5%) of the TIF Revenues will remain in the City's project cost subaccount for the TIF District. All tax increment financing revenues previously collected for the District shall continue to be used on the District's approved project costs.

Section 4. The City Council will need to take action on reducing the percentage of TIF Revenues deposited into the City's project cost subaccount for future fiscal years. If action is not taken the percentage allocated to the City's project cost subaccount will be at the level consistent with the terms of the Development Program for the District.



Appointment Application - New Form Submission for Bath, Maine

From no-reply@services.evo.cloud <no-reply@services.evo.cloud>

Date Thu 7/31/2025 7:56 AM

To Darci Wheeler <dwheeler@CityofBath.com>

A new submission has been received for Appointment Application at 07/31/2025 7:56 AM

First Name::	Amanda
Last Name::	Campbell
Address::	50 Beacon Street
Phone::	207-751-3977
Your Council Ward Number::	6
Email Address::	Amanda.Bethe.campbell@gmail.com
Preferred Method of Contact::	Email
I wish to be considered for::	Reappointment
Name of Board/ Commission/ Committee::	Assessment Review
Committee Experience:	
Date(s) you attended this Board/Commission/Committee's meetings::	One meeting with legal training
Members of the Board/ Commission/ Committee with whom you spoke and when::	Two members and Darci
How did these experiences affect your interest in the Board/ Commission/ Committee?:	N/A
Have you every served on a City Board/ Commission/ Committee?:	Yes
If yes please list the Board/ Commission/ Committee and years of service:	BAR less than a year
Please outline past and present expertise skills employment that you think may be relevant::	Former town administrator implementing assessment practices and current MMA advocate covering taxation.
Resume (Optional):	No File Uploaded
Why do you want to be a member of this Board/ Commission/ Committee or list your accomplishments during your last term or terms?:	I'm an assessing nerd who just wants to give back to the community.
How many months are you away from Bath in a 12 month period?:	0



City of Bath
Application for (Re)Appointment
to City Board/Commission/Committee

Full Name: MARTIN W. LAKEMAN

Residence Address: 37 OAK ST., BATH, MAINE 04530

I live in Council Ward # (circle one) 1 2 3 4 5 6 7

Phone #: 207-449-6927 E-mail address MARTIN.LAKEMAN@GMAIL.COM

Preferred Method of Contact? (circle one) phone email

I wish to be considered for: (circle one) appointment reappointment

Custom House Board
 (Name of Board/Commission/Committee)

We are asking applicants to attend some actual meetings of this committee and/or to speak with some members of the board/committee to get a sense of what the committee does before submitting their application. Information about the committee meetings, who is chair and committee membership is available from the City Clerk's office and on the City of Bath website.

Please list the following:

- A) Date(s) you attended this committee's meetings:
- B) Members of the committee or board with whom you spoke and when:
- C) How did these experiences affect your interest in the committee?

Have you ever served on a City Board/Commission/Committee? (circle one) Y N

If yes, please list the Board/Commission/Committee and years of service: TAX REVIEW BOARD
2020-2022

Please outline past and present expertise/skills/employment that you think may be relevant (Resumes are welcome)

PAST PRESIDENT
BATH FAMILY YMCA
BATH HISTORICAL SOCIETY
PRESENT BOARD MEMBER
BATH FAMILY YMCA
BATH AREA BACK PACK PROGRAM, TREASURER

Why do you want to be a member of this Board/Commission/Committee or list your accomplishments during your last term(s)?

INVOLVEMENT W/ MAINTENANCE OF THE BUILDING

How many months are you away from Bath in a 12-month period?

0

8/4/2025
Date

Martin R. Lelma
Signature

Please return form to: City Clerk's Office, 55 Front Street, Bath, ME 04530 or email dwheeler@cityofbath.com

FOR USE BY CITY CLERK'S DEPARTMENT:

Date application received: 8/4/2025

Received by: Afu brought in

Date emailed to Appointment Review Committee: 8/4/2025

Date interviewed by Appointment Review Committee: _____

Date application on City Council agenda: _____

Date appointed by City Council: _____

Date applicant notified by City Clerk's office: _____

Date applicant sworn in: _____

Term to begin: _____

Term to expire: _____