



**CITY
COUNCIL
AGENDA**

**CITY OF BATH, MAINE
ORGANIZATION OF CITY COUNCIL**

Wednesday, December 4, 2024, 6:00pm
City Council Chambers, Bath City Hall

Meeting called to Order by Darci Wheeler, City Clerk.

Darci Wheeler, City Clerk, administers oath of office to Councilors Elect.

Councilor Ward 2	Jean M. Guzzetti
Councilor Ward 3	Jane Nordmann
Councilor Ward 4	Roo Dunn

OATH OF OFFICE: *“Do you solemnly swear that you will support the Constitution and obey the laws of the United States and the State of Maine; that you will in all respects observe the provisions of the Charter and Ordinances of the City of Bath, and that you will faithfully discharge the duties of the office of Councilor of the City of Bath for the term of your election, and until your successor is duly elected and qualified?”*

2024-140 Nominations in order for the Election of the Chair of the City Council to serve to the first Wednesday in December 2025, pursuant to the City Charter, Re: Section 212. (5 votes necessary for choice)

2024-141 Nominations for the Election of the Vice-Chair of the City Council to serve to the first Wednesday in December 2025, pursuant to the City Charter, Re: Section 212. (5 votes necessary for choice)

ADJOURN TO REGULAR MEETING

AGENDA
CITY COUNCIL OF THE CITY OF BATH, MAINE

Regular Meeting

Wednesday, December 4, 2024, 6:00pm
City Council Chambers, Bath City Hall

In-Person: Council Chambers, Bath City Hall, 55 Front Street

Television: BCTV Channel 14

Live Stream: [BCTV 14 \(castus.tv\)](https://www.castus.tv)

ZOOM: <https://us02web.zoom.us/j/87604874516>

Call to Order

Pledge of Allegiance

Roll Call

Public Comments

Manager's Report

Committee Reports

Public Hearings

2024-121) Ordinance: Approving pole attachment agreement with Ubicquia

2024-122) Ordinance: 150 Congress Avenue Contract Zoning

Consent Agenda

(Items marked with an asterisk () on the agenda shall be considered routine matters not requiring debate. Any Councilor wishing to have any item marked with an asterisk removed from the Consent Agenda shall have the unlimited right to do so at any time prior to the vote by the 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.)*

2024-125) *Minutes of the previous meetings of November 6, 2024, Regular Meeting and November 20, 2024, Special Meeting

2024-126) *Order: Appointing Registrar of Voters term to expire December 31, 2026

2024-127) *Order: Appointing Warden and Ward Clerk for 2025
Municipal Elections

2024-128) *Order: Adopting Robert's Rules of Order for parliamentary
procedure

2024-129) *Order: Adopting Council Working Rules and Regulations

Unfinished Business

2024-121) Ordinance: Approving pole attachment agreement with
Ubicquia

2024-122) Ordinance: 150 Congress Avenue Contract Zoning

New Business

2024-130) Appointment of Interim Public Works Director

2024-131) Order: Acceptance of Gift-Meg Barker, Embark Maine
Tours

2024-132) Order: EMS Agreement with Georgetown

2024-133) Order: Setting meetings of the City Council for 2025

2024-134) Ordinance: Chapter 7, Purchasing and Finance, Section
7.117 Sales; Real Estate

2024-135) Appointments and Reappointments:
Cory King reappointment to Economic
Development term to expire July 2027
Bruce Brennan reappointment to Forestry
Committee term to expire October 2027
John Marsh reappointment to Water District Board
of Directors term to expire November 2029

Councilor Comments

Adjournment



PUBLIC HEARINGS

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, NOVEMBER 20, 2024, 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, DECEMBER 4, 2024, AT 6:00 PM.

WHEREAS, the City of Bath and Ubicquia, Inc, have reached an agreement relating to attaching certain equipment for the provision of services related to telecommunications, public safety, public service, and/or public Wi-Fi access to City streetlight structures.

WHEREAS, the proposed contract calls for a term of up to ten (10) years; and

WHEREAS, Section 1102 of the City Charter restricts the length of contracts that the City may enter into to five (5) years and the term limit may be waived by affirmative vote of the majority of the entire City Council.

WHEREAS the City Council, by order, has authorized the City's contract with Ubicquia, Inc., to be a term up to ten (10) years with up to four (4) additional terms of five years each;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bath that the agreement by and between the City of Bath and Ubicquia, Inc., relating to attaching certain equipment for the provision of services related to telecommunications, public safety, public service, and/or public Wi-Fi access to City streetlight structures by and 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.

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

Attested:



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, NOVEMBER 20, 2024, 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, DECEMBER 4, 2024, AT 6:00 PM.

AMEND ARTICLE 16, BY ADDING Section 16.34, as follows:

SECTION 16.34 150 Congress Avenue CONTRACT ZONE

A. District Designation

The property designated for contract rezoning is located at 150 Congress Avenue, identified as Lot 1, on City of Bath Tax Map 24 dated April 1, 2021.

B. Findings

The City Council makes the following findings:

1. The property is located in the Mixed Commercial and Residential (C-2) District.
2. Contract Rezoning is allowed in the Mixed Commercial and Residential (C-2) District.
3. The project consists of a proposal to demolish an existing building and to develop three 3-story buildings which will contain up to 84 workforce housing apartments.
4. Contract rezoning is allowed on the parcel per section 8.10 (D) of the Land Use Code.
5. Without the creation of a contract zone, the minimum lot area per dwelling unit is 6,000 SF.
6. The applicant proposes to develop the project at 5,717 SF/unit as depicted on the Zoning Summary Plan C-3.2, which shows additional land to be placed in conservation on Map 24, Lot 1-1, as part of a master zoning plan also incorporating the parcels at Map 29, Lot 14 and Map 29, lot 13.
7. Without Contract rezoning the maximum height would be 40 feet.
8. The applicant proposes the maximum height be increased to 48 feet.
9. The rezoning of the parcel is consistent with the 2023 Comprehensive Plan and there are no other applicable City plans.
10. The project is consistent with the mandatory conditions set forth in Land Use Code Section 8.20 paragraph D. 1.
11. The applicant submits the following discretionary enhancements to the City:
 - a. Creates up to 84 new, sustainable rental housing units.
 - b. The project will set aside 10.52 acres on a neighboring parcel as permanent conservation land with Kennebec Estuary Land Trust. The applicant proposes to make this designation as part of the master plan zoning for the overall 17.24 acres, which encompasses 80 Congress Avenue (Map 29, lot 14), 100 Congress Avenue (Map 29, Lot 13) 150 Congress Avenue (Map 24, lot 1) and the back land (Map 24, Lot 1-1) as depicted on the Zoning Summary Plan C-3.2.
 - c. Facilitates City of Bath Comprehensive Plan goals as follows:
 - i. POPULATION 1. Support incremental population growth by drawing new people to Bath and supporting existing residents, with a diverse mix of ages, income levels, race, and backgrounds.
 - ii. HOUSING 1. Encourage and promote adequate housing to support the community

and region's economic development - anyone who works in Bath should have an affordable option to live in Bath.

- iii. HOUSING 2. Ensure land use controls encourage the development of quality affordable housing, including rental housing.
- iv. HOUSING 4. Work with proactive partners in the private, non-profit, quasi-government and public sectors to pursue housing goals.
- v. ECONOMY 4. Support local property redevelopment and revitalization, specifically 4e. Property owners will be impacted by flooding and climate change. Provide support for solutions that mitigate the negative impacts of climate change on businesses, developers and property owners.
- vi. TRANSPORTATION 3. To promote public health, protect natural and cultural resources, and enhance livability by managing land use in ways that maximize the efficiency of the transportation system and minimize increases in vehicle miles traveled.
- vii. TRANSPORTATION 4. To meet the diverse transportation needs of residents (including children, older adults and disabled) and through travelers by providing a safe, efficient, and adequate transportation network for all types of users (motor vehicles, pedestrians, bicyclists). Specifically:
 1. 4c. Continue to promote safe walking and biking to schools through coordination with the RSU; Police; Public Works; Sustainability and Environment Bicycle and Pedestrian Committee Ongoing Local initiatives
 2. 4e. Continue to work with KELT and other hikers, bike riders, community health advocates, historic preservationists, and motorized trail users as appropriate, to develop, maintain, and promote a local and regional trail system, including the A2K regional trail proposal.

12. The Planning Board did not require any additional discretionary enhancements.

C. Zoning Provision Affected

This contract zoning amendment is intended to relax the minimum lot area per dwelling unit, and height requirements pursuant to Section 8.08 of the Land Use Code, by allowing the construction of the structures and other site improvements depicted on the Site Plan approved with conditions, by the Bath Planning Board on November 5, 2024.

This contract zone is intended to modify the following space and bulk standards of the Mixed Commercial and Residential (C-2):

1. Minimum Lot area per dwelling unit (reduce the requirement from 6,000 SF to 5,717 SF as depicted on the approved site plan).
2. Maximum height (increase from 40 feet to 48 feet)

D. Conditions of Approval

This Contract Rezoning Ordinance requires full and complete compliance with all conditions of approval, which are part of the Site Plan and Subdivision approval, granted to Bath Housing Development Corporation, by the Bath Planning Board on November 5, 2024, including the following conditions:

Standard Conditions:

1. Approval is dependent upon and limited to the proposals and plans contained in the application materials and supporting documents and oral presentations submitted and affirmed by the applicant, and conditions, of any, imposed by the Planning Board, and any variation from such plans, proposals, and supporting documents and representations are subject to review and approval in accordance with the Land Use Ordinance.
2. All work shall be completed in accordance with Best Management Practices for Soil Erosion and

Sediment Control. Erosion and Sedimentation management measures must be implemented during every phase of construction. The amount of exposed soil throughout construction must be minimized. Any exposed ground area must be temporarily or permanently stabilized within one week from the time it was actively worked by use of riprap, sod, seed, mulch, or other measures.

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

Attested:

A handwritten signature in black ink, appearing to read 'DLW', with a long horizontal flourish extending to the right.

Darci L. Wheeler, City Clerk



CONSENT AGENDA

REGULAR MEETING MINUTES

CITY COUNCIL OF THE CITY OF BATH, MAINE

Wednesday, November 6, 2024, 6:00 PM

Councilors Present: Julie Ambrosino, Christopher Marks, Mary Ellen Bell, Terry Nordman, Roo Dunn, Jennifer DeChant, Caitlin McCorkle, Miriam Johnson, and Megan Mansfield-Pryor

Councilors Absent: None

City Staff Present: Marc Meyers, City Manager; Darci Wheeler, City Clerk; Juli Millett, Finance Director/Assistant City Manager; Andrew Booth, Police Chief; Misty Parker, Community and Economic Director; Jenn Curtis, Planning Director; Adam Jones, Codes Enforcement Officer; Michael Bethea, IT; and Pete Compagna, BCTV

Call to Order: 6:00pm

Pledge of Allegiance

Roll Call

Public Comments: 6:02pm

Robert and Connie McChesney, 132 Washington Street; Cruise Ship noise and pollution

Perry Mogul, Hot Dog Vendor, Waterfront Park; food truck licensing discrepancies

Michael Plaisted, 19 Allen Street; Special Events ordinance regarding parade fees

Manager's Report: 6:17pm

Leaf pickup delayed to vehicle

Next pickup 11/18 and 11/19

Charter Boat Dock

Will be removed and stored

Downtown streetlight update

Chris Wallace Interim Director of Public Works

Committee Reports: 6:21pm

Councilor McCorkle

11/17 9-2 Bath Middle School, Card Swap sponsoring Bath Rec Summer Camp

Councilor Mansfield-Pryor

SWAC

Public representation is full

Forestry

Skills donated 4 trees
City Arborist states Emerald Ash borer been here for 4 years
3 vacant seats

Councilor DeChant
Housing Committee
Short term rentals
Housing trust

Councilor Bell
Climate Action
Successful Window dressers event
Climate Action plan will be seen at 11/20 meeting

Public Hearings: 6:24pm

2024-104) Ordinance: Chapter 17; Parking Appendix, Lemont Street

2024-105) Ordinance: Chapter 8A; General Assistance Ordinance:
With Maximums for October 1, 2024, to September 30, 2025

2024-111) Liquor License Approval for Chocolate Church Arts Center

Michael Glassman, 602 Middle Street, Executive Director of the Chocolate Church Arts Center introduced himself

Consent Agenda: 6:24pm

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

2024-112) Minutes of the previous meetings of October 2, 2024,
Regular Meeting and October 16, 2024, Special Meeting

2024-113) *Order: Approving annual Blanket Letter of Approval on all
renewals to operate Games of Chance and/or Beano Games

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

YEAS: Councilors Ambrosino, Marks, Nordmann, Dunn, DeChant, McCorkle, Johnson, and Mansfield-Pryor

Unfinished Business: 6:27pm

2024-104) Ordinance: Chapter 17; Parking Appendix, Lemont Street

Andrew Booth, Police Chief, provided background on the item.

Councilor McCorkle made a motion to accept with a second made by Councilor Marks. Chair Bell called for a roll call vote. The order passed unanimously.

YEAS: Councilors Mansfield-Pryor, Johnson, McCorkle, DeChant, Dunn, Nordmann, Marks and Ambrosino

2024-105) Ordinance: Chapter 8A; General Assistance Ordinance:
With Maximums for October 1, 2024, to September 30, 2025

Darci Wheeler, City Clerk, provided background on the item. She responded to questions from Councilors Dunn, McCorkle, and Ambrosino.

Councilor Dunn made a motion to accept with a second made by Councilor Nordmann. Chair Bell called for a roll call vote. The order passed unanimously.

YEAS: Councilors Ambrosino, Marks, Nordmann, Dunn, DeChant, McCorkle, Johnson, and Mansfield-Pryor

2024-106) Order: Approving Memorandum of Understanding with
Bath Police Benevolent Association for Hopeful Sculpture

Misty Parker, Community and Economic Director, presented the item. She responded to questions and comments from Councilor Dunn.

Motion from Councilor Ambrosino made motion to accept as presented. Seconded by Councilor Dunn. Chair Bell called for a roll call vote. All were in favor.

YEAS: Councilors Mansfield-Pryor, Johnson, McCorkle, DeChant, Dunn, Nordmann, Marks and Ambrosino

2024-93) Order: Consideration of amendment to LUC: Article 5,
Planning Board; Section 5.10, Conflict of Interest

Jenn Curtis, Planning Director, provided background on the item. She responded to questions from Councilors Dunn, Johnson, and McCorkle. Marc Meyers, City Manager, explained the process further by having 2 separate actions.

Councilor Mansfield-Pryor made a motion to permit the Planning Board to work with the City Solicitor to draft bylaws and propose updates to the land use code as a part of the ongoing zoning code update process relating to conflict of interest with a second made by Councilor Marks. There was no discussion. Chair Bell called for a roll call vote. The order passed unanimously.

YEAS: Councilors Ambrosino, Marks, Nordmann, Dunn, DeChant, McCorkle, Johnson, and Mansfield-Pryor

Councilor Dunn made a motion to reject the proposed language LUC Article 5, Planning Board; Section 5.10, Conflict of Interest. Seconded by Councilor Ambrosino. No discussion.

YEAS: Councilors Mansfield-Pryor, Johnson, McCorkle, DeChant, Dunn, Nordmann, Marks and Ambrosino

New Business: 7:02pm

2024-114) Order: Approving November 5, 2024, Election Results

Darci Wheeler, City Clerk, provided background on the item. She responded to questions from Councilors Dunn, McCorkle, and Ambrosino.

Councilor Ambrosino made a motion to accept with a second made by Councilor Johnson. Chair Bell called for a roll call vote. The order passed unanimously.

YEAS: Councilors Ambrosino, Marks, Nordmann, Dunn, DeChant, McCorkle, Johnson, and Mansfield-Pryor

2024-115) Order: Approving consent judgement between City of Bath vs. Michael Olehowski, against the property located at 39 Webber Ave, for existing code and zoning violations

Adam Jones, Codes Enforcement Officer, presented the item. He responded to questions and comments from Councilors Johnson, McCorkle, and Ambrosino.

Motion from Councilor McCorkle made motion to accept as presented. Seconded by Councilor Marks. Chair Bell called for a roll call vote. All were in favor.

YEAS: Councilors Mansfield-Pryor, Johnson, McCorkle, DeChant, Dunn, Nordmann, Marks and Ambrosino

2024-116) Order: Requesting Comcast to upgrade the company owned PEG Facility Transmission Equipment to the current HD Standard

Marc Meyers, City Manager, provided background information on the item. He responded to questions from Councilor Dunn.

Councilor Ambrosino made a motion to accept with a second made by Councilor Marcs. Chair Bell called for a roll call vote. The order passed unanimously.

YEAS: Councilors Ambrosino, Marks, Nordmann, Dunn, DeChant, McCorkle, Johnson, and Mansfield-Pryor

2024-117) Order: Appoint 2 City Councilors to the internal website redesign committee

Marc Meyers, City Manager, presented the item. Chair Bell made a comment about Council Priorities alignment. Questions and comments from Councilors McCorkle, Dunn, Ambrosino and Marks.

Motion from Councilor McCorkle made motion to accept as presented. Seconded by Councilor Dunn. Chair Bell called for a roll call vote. All were in favor.

YEAS: Councilors Mansfield-Pryor, Johnson, McCorkle, DeChant, Dunn, Nordmann, Marks and Ambrosino

2024-118) Order: Approving conveyance of photograph collection

Marc Meyers, City Manager, provided background on the item. He responded to questions from Councilors Nordmann and Dunn.

Councilor Ambrosino made a motion to accept with a second made by Councilor Dunn. Chair Bell called for a roll call vote. The order passed unanimously.

YEAS: Councilors Ambrosino, Marks, Nordmann, Dunn, DeChant, McCorkle, Johnson, and Mansfield-Pryor

2024-119) Appointments and Reappointments:
Joshua Langlais appointment to Community Development Committee term to expire July 2026
Claire Berkowitz appointment to Community Development Committee term to expire July 2027
Nathaniel Dwelley appointment to Fire Station Building Committee term to expire upon completion
William Palmer reappointment to Recreation Committee term to expire November 2027

Chair Bell asked for the item to be accepted and a motion from Councilor Marks to accept as a slate was granted. It was seconded by Councilor Johnson. Chair Bell called for a roll call vote. It passed unanimously.

YEAS: Councilors Ambrosino, Marks, Nordmann, Dunn, DeChant, McCorkle, Johnson, and Mansfield-Pryor

Councilor Comments: 7:26pm

Acknowledgement of Cruise Ship Letter

Chair Bell stated that all Councilors received the Cruise Ship Letter and Darci Wheeler, City Clerk, informed that she would forward the handouts to City Council the

following day. Chair Bell mentioned the upcoming workshop with Maine Maritime and Cruise Ship Operators. She also mentioned the 3rd grade students visiting City Hall.

Councilor Dunn asked if there would be a November 20th meeting, and it was confirmed by Chair Bell.

Councilor Ambrosino commented about the interaction of the 3rd graders and how much fun it was.

Councilor Mansfield-Pryor mentioned that her absence at the October 16th meeting was due to reception from the US Climate Alliance here in Maine.

Executive Session

Personnel per 1 MRS §405(6)(A)

Entered into Executive Session at 7:31pm. Motion carried by Councilor McCorkle and seconded by Councilor Marks.

Exited Executive Session at 8:22pm. Councilor Mansfield motioned, seconded by Councilor DeChant.

Entered into regular session at 8:22pm. Motion carried by Councilor DeChant and seconded by Councilor Dunn. All in favor.

Adjournment

Meeting adjourned at 8:22pm.

Motioned by Councilor Marks and seconded by Councilor Nordmann.

Attested:

Darci Wheeler, City Clerk

Please note: These minutes are action minutes. The entire meeting can be viewed at www.cityofbath.com

SPECIAL MEETING MINUTES

CITY COUNCIL OF THE CITY OF BATH, MAINE

Wednesday, November 20, 2024, 6:00 PM

Councilors Present: Julie Ambrosino, Christopher Marks, Mary Ellen Bell, Terry Nordman, Roo Dunn, Caitlin McCorkle, Miriam Johnson, and Megan Mansfield-Pryor

Councilors Absent: Jennifer DeChant

City Staff Present: Marc Meyers, City Manager; Christopher Taylor, Deputy City Clerk; Juli Millett, Finance Director/Assistant City Manager; Rod Melanson, Director of Sustainability & Environment; Jenn Curtis, Planning Director; Michael Bethea, IT Coordinator

Call to Order: 6:00pm

Pledge of Allegiance

Roll Call

Manager's Report

The City of Bath no longer enforces a permanent winter parking ban. Instead, parking bans will now be issued on a per-storm basis as necessary. Information, including alternate parking areas, will be pushed through normal (local news outlets, City Website, social media, text alerts) channels.

The Maine Climate Council is scheduled to host their "Maine Climate Council Plan Release Event" at Morse on 11/21. Their decision to host in Bath speaks well to the climate action The City is doing, locally.

New Business

2024-118) Order: Approving Climate Action Plan

6:05 PM

A motion made by Councilor Ambrosino to put the order on the floor was seconded by Councilor Marks.

Rod Melanson, Director of Sustainability & Environment provided background on the order and fielded a comment and question from Councilor Dunn.

Public Comment was offered from Paul Perkins (in support of The Plan).

Councilor Johnson, Chairperson Bell, and Councilor Dunn provided final council comment.

Show-of-Hands Vote: The Order was approved unanimously, with seven (7) yays and zero (0) nays

2024-119) Order: Approving City Manager Contract

6:16 PM

A motion was made by Councilor Dunn to put the item on the floor which was seconded by Councilor McCorkle.

Chair Bell provided background on the item and fielded preliminary Councilor Comment from Councilor Dunn There was no Public Comment. Councilor Ambrosino provided final Councilor Comment.

Show-of-Hands Vote: The item was approved unanimously, with seven (7) yays and zero (0) nays

2024-120) Order: Extending term of contract with Ubicquia

6:20 PM

A motion made by Councilor Ambrosino to put the order on the floor was seconded by Councilor Dunn.

City Manager Marc Meyers provided background (on the order) and, with the help of Mark Carter from Realterm Energy (RTE), fielded initial Councilor Comments/Questions from Councilors Dunn, Johnson, and Ambrosino

There was no Public Comment. Chairperson Bell and Councilor Dunn provided Final Councilor Comments/Questions

Show of Hands Vote: The Order was approved unanimously, with seven (7) yays and zero (0) nays

2024-121) Ordinance: Approving pole attachment agreement with Ubicquia (First Passage)

6:30 PM

A motion made by Councilor Dunn to put the order on the floor was seconded by Councilor Marks.

City Manager Marc Meyers provided background on the Ordinance. Chairperson Bell then invited Mark Carter from Realterm Energy (RTE) to the podium, to show Council the type of hardware being considered for use under the ordinance, and explain how this hardware works.

Mr. Carter and City Manager Meyers fielded comments/questions from Councilors Marks, McCorkle, Dunn, Ambrosino, and Johnson

There was no Public or Final Council comment.

Roll Call Vote: The ordinance was approved unanimously, with seven (7) yays and zero (0) nays

2024-122) Ordinance: 150 Congress Avenue Contract Zoning **(First Passage)**

6:49 PM

A motion made by Councilor Ambrosino to put the order on the floor was seconded by Councilor Dunn.

City Planner Jennifer Curtis provided background on the item. She, along with Mike Lyne from (Project Developer) Developers Collaborative, fielded questions/comments/concerns from Councilors Marks and Dunn.

There was no Public Comment. Councilor Ambrosino provided final Councilor Comment.

Roll Call Vote: The Ordinance was approved unanimously, with seven (7) yays and zero (0) nays.

2024-123) Discussion: Council Priorities Review

7:07 PM

Chairperson Bell summarized/reiterated the nine 2024 Council Priorities and provided an update on each. Councilors Marks, Johnson, Mansfield-Pryor, and Dunn all added to the discussion.

2024-124) Order: Approving easement agreement with CMP for an underground line at Edward J. McMann Athletic Complex

7:19 PM

A motion made by Councilor Ambrosino to put the order on the floor was seconded by Councilor McCorkle.

City Manager Marc Meyers provided background on the Order and fielded questions from Councilor Dunn. No Public or Final Council Comment.

Show-of-Hands Vote: The Order was approved unanimously, with seven (7) yays and zero (0) nays

Adjournment

7:24 PM

A motion made by Councilor Dunn to adjourn was seconded by Councilor Ambrosino. The motion carried unanimously.



CITY COUNCIL ACTION

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: City Clerk

Requested Action: Order

Title

Appointing Registrar of Voters term to expire December 21, 2026

Summary

Title 21-A, Section 101 requires the Municipal Officers to appoint a qualified Registrar of Voters by January 1 of each odd numbered year.

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: Select



CITY OF BATH

Date:

Appointing Registrar of Voters term to expire December 21, 2026

Be It Ordered by the City Council of the City of Bath, that Darci Wheeler be appointed as Registrar of Voters for the City of Bath with a term to expire December 31, 2026



CITY COUNCIL ACTION

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: City Clerk

Requested Action: Order

Title

Appointing Warden and Ward Clerk for 2025 Municipal Elections

Summary

Bath City Charter Chapter IX, Sec. 901 (B) requires the City Council to appoint a warden and a ward clerk for each voting place for a term of one year.

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: Select



CITY OF BATH

Date:

Appointing Warden and Ward Clerk for 2025 Municipal Elections

Be It Ordered by the City Council of the City of Bath, that Mary Arsenault, Warden and Cynthia Gabelmann, Ward Clerk, be appointed for all 2025 Wards 1-7 Municipal Elections



CITY COUNCIL ACTION

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: City Clerk

Requested Action: Order

Title

Adopting Robert's Rules of Order for parliamentary procedure

Summary

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: Select



CITY OF BATH

Date:

Adopting Robert's Rules of Order for parliamentary procedure

Be It Ordered by the City Council, as follows:

That, the Rules of Parliamentary Practice comprised in Robert's Rules of Order, Newly Revised, shall govern the City Council in all cases to which they are applicable, and in which they are not inconsistent with the City Charter, and any Orders or Resolutions passed or adopted by the City Council to govern certain procedures or policies, or as may be amended by this Council.



CITY COUNCIL ACTION

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: City Clerk

Requested Action: Order

Title

Adopting Council Working Rules and Regulations

Summary

Bath City Charter Chapter II, Sec. 218 requires the City Council to determine its own rules and order of business.

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: Select



CITY OF BATH

Date:

Adopting Council Working Rules and Regulations

Please see attached



CITY COUNCIL
WORKING RULES AND REGULATIONS FOR COUNCIL

ELECTION OF CHAIR AND VICE CHAIR

At its first meeting or as soon thereafter as practicable the Council shall elect, by majority vote of the entire Council, one of its members for the ensuing year as Chair of the Council, and the City Council may fill, for the unexpired term any vacancy in the office of chair that may occur. The Chair shall preside at the meetings of the Council and shall be recognized as the official head of the City for all ceremonial purposes and shall have the power and authority given to and perform the duties required of mayors of cities for all purposes of military law but shall have no regular administrative duties. In the same manner as provided for the election of a Chair, the Council, immediately subsequent to the election of the Chair, shall elect a Vice Chair, from among its members. The Vice Chair shall exercise all powers of the Chair, during the Chair's temporary absence or disability. (City Charter §212) If more than one candidate is nominated for Chair or Vice Chair, each candidate will be voted on in separate motions.

ABSENCE OF CHAIR

In a situation where the Chair and the Vice Chair of the City Council are absent, the Council shall appoint by affirmative majority vote of its members present, a temporary Chair of the Council to serve until such time as the Chair or Vice Chair returns. The temporary Chair is to have and exercise all powers conferred upon the permanent Chair of the said City Council by Charter or otherwise.

AGENDA ITEMS

All agenda items shall be, under normal circumstances, submitted to the City Clerk's Office 6 days prior to any regular or special meeting. In the event that a matter shall arise which was not submitted to the Clerk's Office within the proper time frame, then that item, in proper form to be submitted to the City Council, shall be presented to the Council Chair and City Manager as soon as possible. The Council Chair may present the matter to be considered by the Council, with a majority vote of Councilors present required for it to be included on the agenda.

QUORUM

A majority of the nine (9) members of the City Council shall constitute a quorum for the transaction of business, but a small number may adjourn from time to time or may compel attendance of absent members. At least twenty-four (24) hours' notice of the time and place of holding such adjourned meeting shall be given to all members who were not present at the meeting from which adjournment was taken. (City Charter §216)

CONSENT AGENDA

On any agenda for the City Council for the City of Bath, one item may be the Consent Agenda and may consist of:

- a. Minutes of the City Council meetings.
- b. Such items as may be marked with an asterisk (*) on the agenda for the meeting, which in the opinion of the City Council Chair shall be considered routine matters not requiring debate.

Any Councilor wishing to have any item so marked 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 considered within the normal course of the meeting.

In the case of items included the motion to approve shall be considered to have been passed by the City Council as part of its vote to approve the Consent Agenda.

WORKSHOP SESSIONS

Workshop sessions may be scheduled by the Chair or City Manager, for the purpose of disseminating information for Council enlightenment and evaluation or for the discussion or refinement of future agenda items.

Members of the public are invited to attend any workshop session but will not be allowed to participate in the workshop. Prior to adjourning any workshop session, Council will provide time for members of the public to address the session to provide information relevant to the subject being explored or to ask questions, through the Chair, relating to the subject of the workshop session.

EXECUTIVE SESSIONS

All motions for Executive Sessions shall state the nature of matters to be dealt with. No topic other than that referred to in the Motion shall be discussed during executive session. All matters discussed during executive session shall be held in strictest confidence by Councilors and shall not be discussed with or divulged to any person other than a fellow Councilor or persons in attendance at the executive session. Any violation of this confidentiality requirement shall be deemed to be malfeasance of office and shall subject the offending Councilor to sanction by the Council as set forth in Section 213 of the City Charter.

PUBLIC TO ADDRESS COUNCIL

PUBLIC COMMENTS: At the beginning of each regular monthly meeting, there will be a public comment period to address the Council regarding any item that is not on the agenda for that meeting. All individuals addressing the Council shall limit their remarks to five (5) minutes or less. No individual shall be permitted to address the Council more than twice on any agenda item.

AGENDA ITEM: As each item on the agenda for any meeting is brought to the floor for discussion, the City Council Chair, sponsoring Councilor, the City Manager or City Manager designee shall first be allowed to present initial comments. Following this introduction, there will be time devoted to any questions regarding the agenda item which any Councilor may have which would help to clarify the question presented by the agenda item. The Chair shall allow questions only during this time, and no debate or discussion of collateral issues shall be permitted. Once the agenda item has been explained and clarified by any questioning as provided above, there will be public comment period regarding this particular agenda item.

SECOND COMMENTS: The Chair may allow a second period of public comment no longer than two minutes per person, prior to final Council vote. Second comments must be to provide new or undisclosed information or viewpoints.

- Any individual wishing to address the council, after being recognized by the Chair, will move to the lectern to speak, and give their name and address before beginning remarks.
- If, during time of public comment, a person seeks merely to reinforce a point made by another speaker, their remarks should simply note concurrence with the specific point.
- Any comment by the public shall be limited to the expression of opinions, concerns, or questions regarding the agenda item. All such questions shall be directed through the Chair. There will be no debate of an agenda item between members of the public and the Council. No public comment shall be allowed which has the effect of embarrassing or attacking the character of any individual or Councilor, and this rule shall be liberally construed and strictly enforced.

COUNCILOR COMMENTS

No individual Councilor shall speak for more than 5 minutes on any one motion before the Council. For the purpose of this rule, Councilors shall be allowed to speak for 5 minutes on any amendments proposed, as well as to the original motion. No individual Councilor shall speak more than twice on any given motion or amendment. These rules may be waived by a majority-vote of the Councilors present and such motion may be made by the Councilor wishing the additional time. Councilors are encouraged to explain the rationale for their vote during their comments. No comments shall be allowed which have the effect of embarrassing or attacking the character of any fellow Councilor or member of the public, and this rule shall be liberally construed and strictly enforced.

MEETING LENGTH

All Council meetings, workshops or executive sessions shall, except in extraordinary circumstances, adjourn at or before 9:00 P.M.

TABLING MOTIONS

If a Councilor feels that a decision on a motion needs to be postponed for any reason, then they can move to "table" the motion. A member may not move to table a motion at the end of a speech, only at the time they are recognized by the chair. A specified time may be put on the tabling or the motion may be left indefinite. The only debate allowed is as to the length of tabling, or the timeline involved.

WAIVER

Any of these rules may be waived for any meeting, or portion thereof, by a majority vote of Councilors present.



**UNFINISHED
BUSINESS**

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: November 20 , 2024

Responsible Dept: City Manager

Requested Action: Ordinance

Title

 Approving pole attachment agreement with Uvicquia

Summary

The City and Uvicquia, Inc., have reached an agreement to allow for attaching street radios for the provision of services related to telecommunications, public safety, public service, and/or public Wi-Fi access to City streetlight structures. This 10-year agreement will allow cell phone providers to strengthen coverage areas within the City by affixing equipment to the City's streetlights.

The street radios will provide improvement in cellular service and provide a new revenue stream for the City. Per the agreement, Uvicquia serves as the single point of contact for any company interested in attaching to the City's streetlights. and coordinates all activities with wireless operators and/or public safety. The City has final say on where and whether or not an attachment is installed.

There is no out of pocket expenses for the City. The City will receive a fee for each attachment. The first year estimate of 25 street radios attached to streetlights, the monthly revenue to the City would be \$750 ($\30×25 street radios = \$750), or \$9,000/year. Uvicquia will also be responsible for any additional electricity use as a result of the street lights.

Staff Comments

This agreement does require a vote of the majority of council to waive the five-year term limit on contracts (City Charter Section 1102). If that vote does not pass, then the ordinance regarding this agreement will be tabled.

Action: Recommend for passage

 City Manager

Introduced for: New Business



CITY OF BATH

Date:

Approving pole attachment agreement with Ubicquia

WHEREAS, the City of Bath and Ubicquia, Inc, have reached an agreement relating to attaching certain equipment for the provision of services related to telecommunications, public safety, public service, and/or public Wi-Fi access to City streetlight structures.

WHEREAS, the proposed contract calls for a term of up to ten (10) years; and

WHEREAS, Section 1102 of the City Charter restricts the length of contracts that the City may enter into to five (5) years and the term limit may be waived by affirmative vote of the majority of the entire City Council.

WHEREAS the City Council, by order, has authorized the City's contract with Ubicquia, Inc., to be a term up to ten (10) years with up to four (4) additional terms of five years each;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bath that the agreement by and between the City of Bath and Ubicquia, Inc., relating to attaching certain equipment for the provision of services related to telecommunications, public safety, public service, and/or public Wi-Fi access to City streetlight structures by and 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.

There are 360M streetlights,
500M distribution transformers,
and 1B utility poles worldwide.
We make them intelligent.

ubicquia[®]



RTE ENERGY
SOLUTIONS

Turning Streetlights Into 5G Sites

Company Background

225 People and Growing...

- Based in Fort Lauderdale Florida
- 120-person product development and engineering team from Motorola, Cisco & GE
- Deployed in 900+ Cities and Utilities and adding ONE NEW city/utility per day

Award Winning Carrier and Utility Grade Products used by...

- **Cities:** San Jose, San Diego, Los Angeles, Ontario, Fremont
- **Utilities:** Florida Power and Light, Southern Co., National Grid, Oncor, PGE
- **Mobile Operators:** AT&T, Rogers, USCC, LLA, America Movil

Partnerships and Investors

- **Acuity:** Industry's First "Control Ready" Luminaire with Ubicquia technology inside
- **Prolec GE:** Industry's First "Smart Transformer" with Ubicquia technology inside
- **Motorola:** Industry's First "Streetlight Camera" based on Ubicquia's UbiHub platform
- **Ericsson:** Industry's First "Streetlight Small Cell" based on Ubicquia's UbiMetro platform
- **Lead Investors:** Hamilton Lane, Clear Sky and NextEra



AT&T



ubicquia

Data driven Platforms for Critical Infrastructure

Smart City

Energy Savings & Public Safety



Smart Lighting Control
20%-40% Energy Savings



Air Quality Monitor
Air/Noise Pollution, Fires



Streetlight Public Safety Hub
Traffic, Surveillance, LPR

Smart Grid

Grid Resiliency & Asset Mgmt



Transformer Monitor
Improve Grid Resiliency



Utility Pole Monitor
Critical Infrastructure R/T Data

Connectivity

Accelerate 5G & FWA



Streetlight Small Cell
Mobile Operator 5G

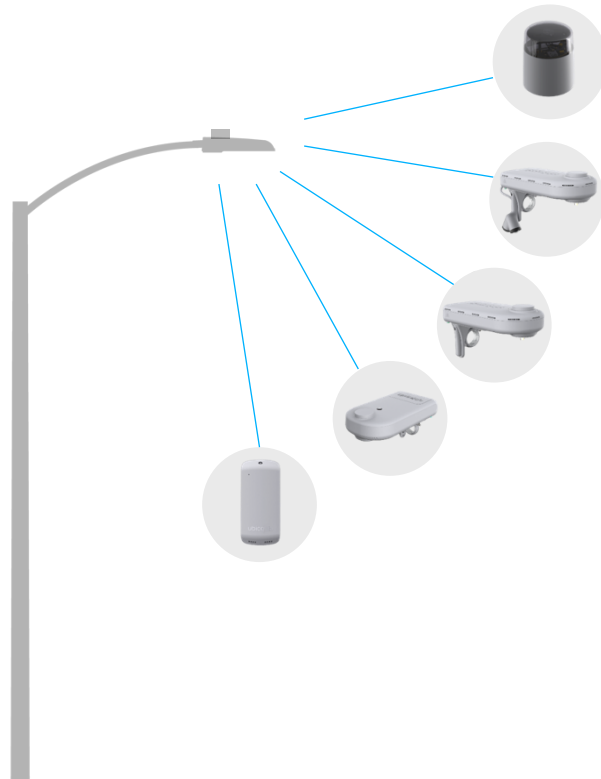


Streetlight Small Cell
Mobile Operator FWA

Existing Infrastructure is Underutilized.

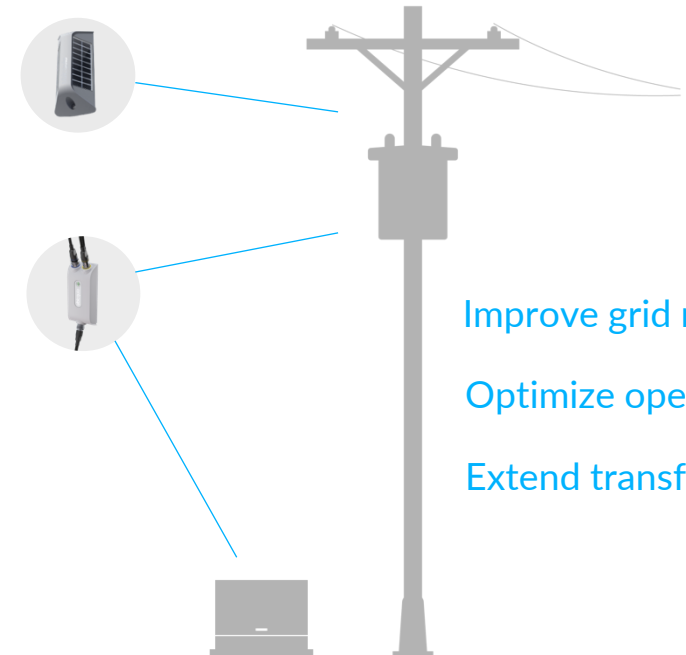
We Provide a Simple, Scalable, and Innovative Way to Make Infrastructure Intelligent

We use existing streetlights to:



- Improve environment
- Increase public safety
- Bridge the digital divide

We use existing transformers to:



- Improve grid reliability
- Optimize operations
- Extend transformer life



Why Ubicquia and Ericsson Street Radio

Industry's First Streetlight Small Cell



Compatible with 65M Streetlights in US

Installs in minutes, activates in days

Integrated Certified Meter, IoT functions

Reduce Small Cell deployment costs by 85%

Eliminates \$120k cost for integrated pole replacement (e.g. LA)

Established Customers

800+ Cities & Utilities under 10+ year contracts

15 of the Top 30 Cities by Population

IOUs, COOPs and Municipal Utilities

Streetlights

Master Attachment Agreements

Standardized deployments on millions of sites

Lowest TCO / Shortest Time To Market

Ericsson

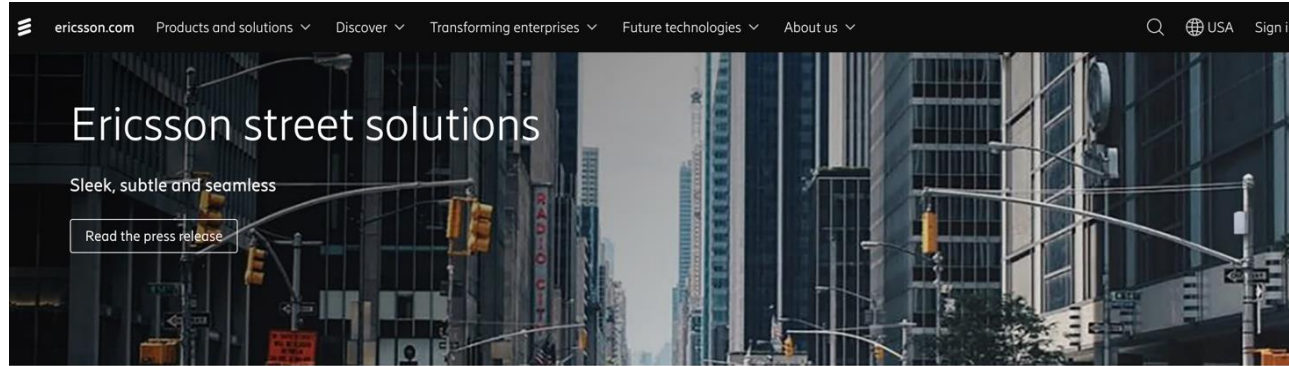
100% Compatible with Ericsson Radio System

Feature parity across network layers

Global Operator Support: Product and Business

Ericsson OEM Partnership

Solving Small Cell Deployment Challenges



HOME > SMALL CELLS > OUTDOOR SMALL CELLS

Accelerate 5G capacity and 5G experience in hotspot locations

Today, it's all about 5G experience and a ubiquitous coverage, especially in urban areas and hotspots. But often, connectivity can suffer in these environments, and it can be difficult to expand the network in the streets due to footprint, permits or appropriate infrastructure.

[Small cells](#) [Networks](#) [5G RAN](#) [#Macro](#)

From streetlight to 5G site in 15 minutes



Learn how Ericsson and Ubicquia partnered to pioneer a new radio solution that utilizes existing streetlights and adds as much as 5 times better download speeds. All in as little as 15 minutes site installation time.

[Click to watch the video.](#)



Accelerating 5G Deployments

Solving Small Cell Deployment Challenges

Conventional Small Cells

Aesthetics

- Bulky Equipment and Cables visible
- Eye-sore to public

Permitting Process

- 12 - 24 months
- 25% of sites are approved.

Power

- Requires Separate Utility Meter -long lead times.
- Circuit upgrades, redesigns or replacements
- Requires new pole penetration for wiring.
- Ground disturbance for new fuses, grounding rod

Time to Deploy

- 6 - 12 months
- Fiber construction, power, footings, pole, etc
- Multiple traffic disruptions
- Permitting 90 days/pole replacements

Total Cost of Ownership

- High and Complex
- Components: Poles, cables, antenna, utility meter, etc.

Pole Owner

- Resource impact not commensurate to FCC Safe Harbor Rate



Power/fiber handhole

Streetlight Small Cells

Aesthetics

- Virtually invisible installation
- No unsightly attachments
- Monetizes existing structure

Permitting Process

- Weeks
- Utilizes existing Streetlight Infrastructure

Power

- Utilizes NEMA socket power

Time to Deploy

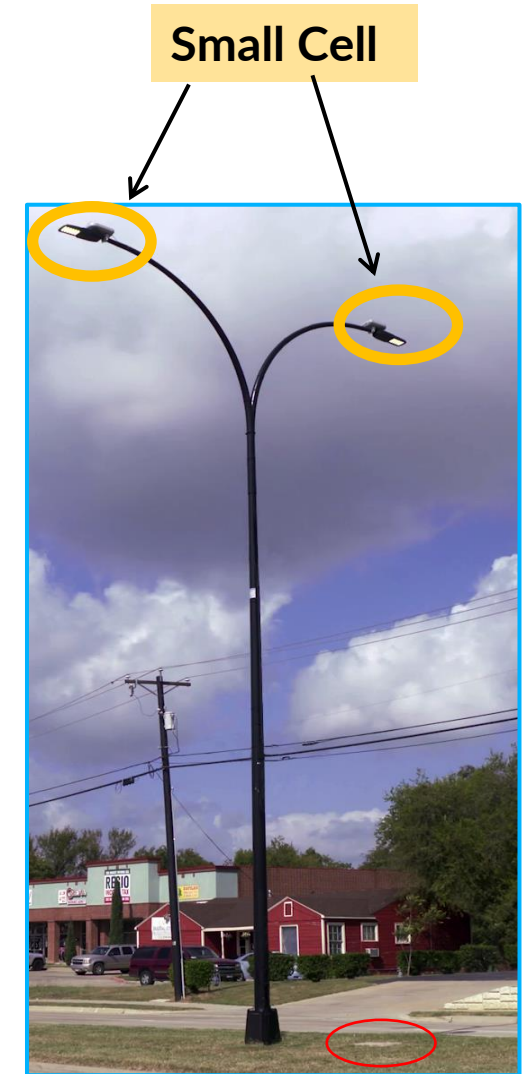
- Attachment: 15 minutes
- Fiber construction. No ground fuses, no grounding rods, no pole replacements, no foundation replacements
- Bulk deployments

Total Cost of Ownership

- Low and simple
- Components: Street Radio & fiber

Pole Owner

- Significantly reduced level of effort, and impact on personnel

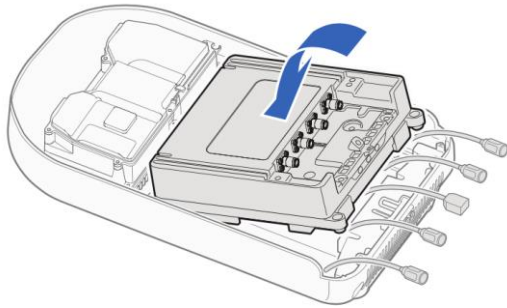


Power/fiber handhole

Ericsson Street Radio 4402 / 4408

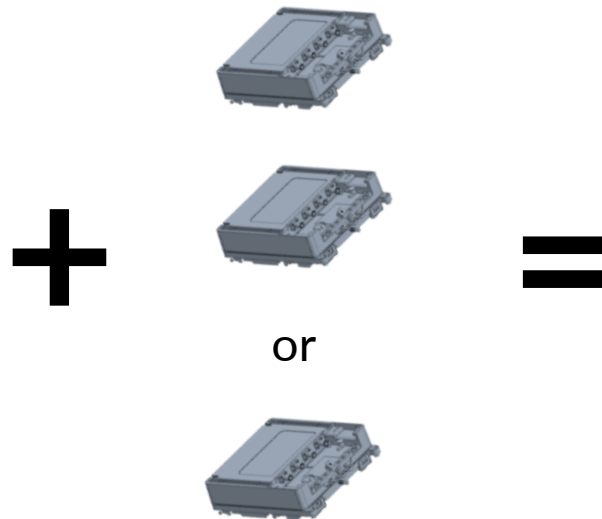
A Complete Menu

The Ubicquia part



2 platforms

The Ericsson part



8+ Radios

The Street Radio



Solution

Street Radio Overview

1st Streetlight Compatible Small Cell

Design

- Smallest Form Factor in the market /Virtually unseen from street level
- Fully integrated powerful 4x5W Ericsson 4402 and 4408 radio
- Compatible with 360M streetlights globally
- 110V-480V auto-sense integrated power supply
- 90 W Average/125W Max power consumption
- Integrated antenna designed for streetlight deployment

Streetlight Compatibility

- No new power wire needed: Plugs directly into Streetlight photocell socket
- Integrated GPS for "Location Awareness"
- Qualifies for Non-Metered service
- Grounding bracket attaches to street arm

Low Impact to Street Light & Circuit

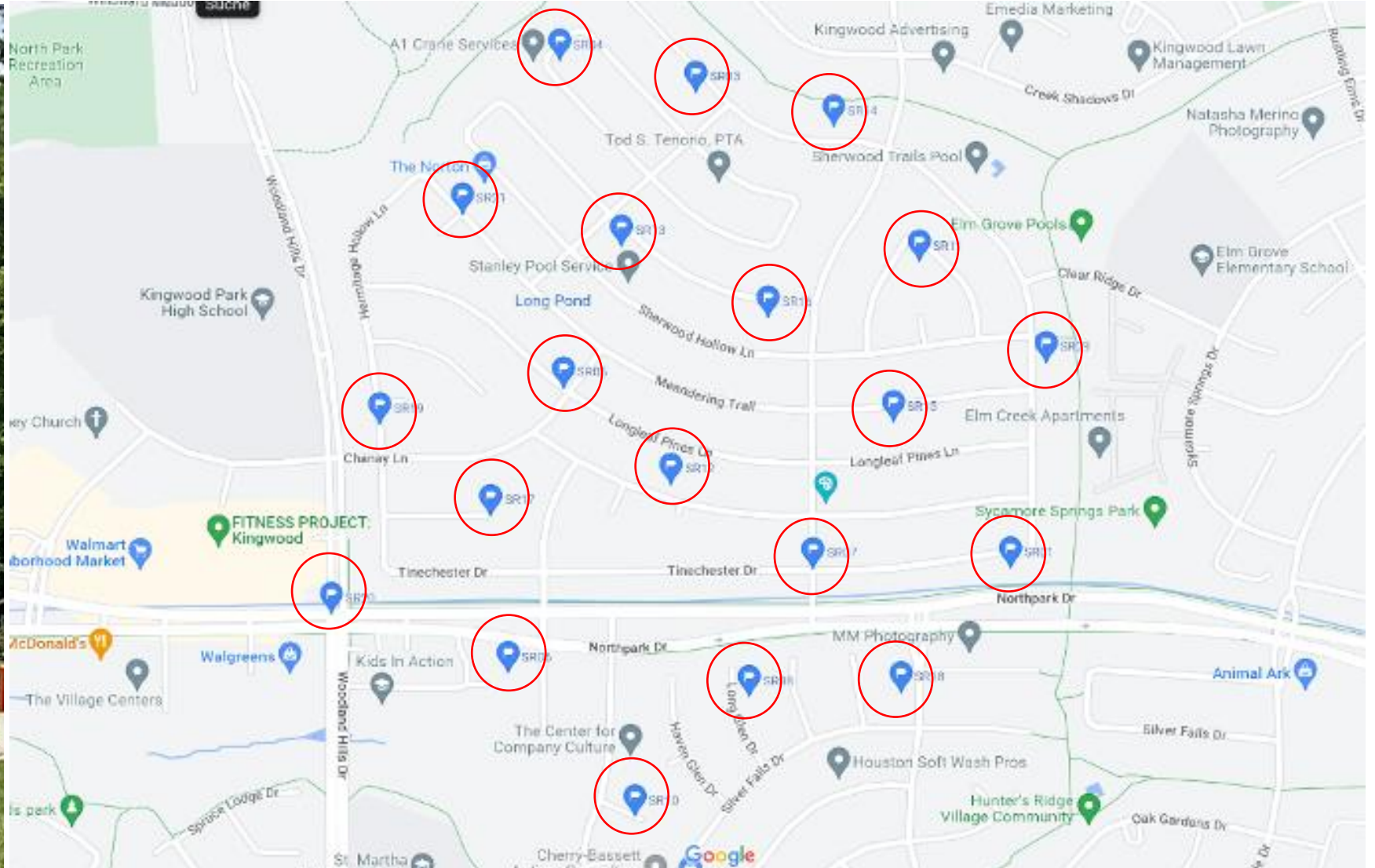
- Pole arm penetration is avoidable
- Avoids intrusive substructure activity such as pole replacements, foundation replacements, and new ground wells
- Negligible structural or circuit capacity impact
 - Average 90-Watt Power Consumption vs: 1100 Watts (Traditional Small Cell) exponentially reduces likelihood of voltage drops
 - Poles where SP fixtures have been replaced with LED, 40lb burden relieved, and voltage restored to circuit
- Ubicquia photocells that share a circuit with the Street Radio can give the City full visibility to the health the circuit's voltage 24x7



Ubicquia Sites Deployed



Deployments with Density



Summary/Next Steps

Summary:

How does the Street Radio solution benefit the town or city?

- Monetization of existing streetlight infrastructure
- Utilizes existing NEMA socket on existing streetlights
- Improve BROADBAND service to residents
- Nearly invisible alternative to the “eyesore” of traditional cell towers
- \$0 cost to the town and no town resources needed
- Ubicquia does all the work and coordination with wireless operators
- Simple and non-disruptive installation

Next Steps:

1. Negotiate and secure a Streetlight Fixture Attachment Agreement
2. Locations of streetlight fixtures owned by the Municipality
3. Ubicquia engage the wireless service providers and public safety departments
4. Ubicquia work with the Municipality on the submittal and approval of selected streetlights

UbiCell

Intelligent Streetlight Control Platform



Deployed in 900+ Cities and Utilities

Philadelphia: \$1.3M per. Month in Energy Savings & O&M reduction

Value Proposition

Installs in Seconds

Drives 20% - 40% in Energy Savings

Tilt, Vibration, Power Metering, Power Quality

Compatible with 360M Streetlights WW

Marquee Customers

Duke Energy Florida (151 Cities)

National Grid

Memphis, Light Gas & Water

Pedernales (Largest Utility Coop)

Philadelphia

Los Angeles

San Jose

Las Vegas

UbiHub

Streetlight Hub for Public Safety, LPR and Edge Detection



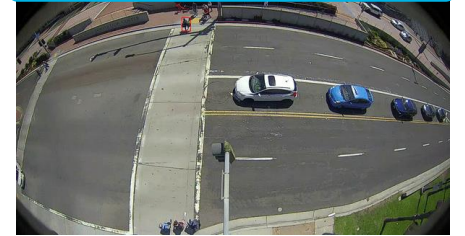
VS



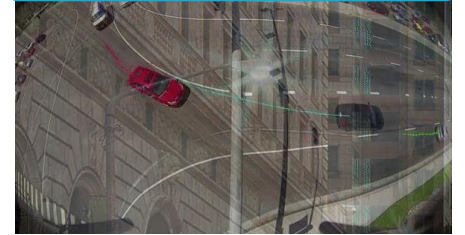
Public Safety & LPR



Pedestrian Safety



Traffic



Bicycle Planning



Cameras and LPR installed in days vs months and at 30% the cost.

WRAL INVESTIGATES

License plate reading cameras help Raleigh police make 41 arrests in 6 months

Twenty-five cameras that scan license plates looking for criminal suspects have been positioned on roads throughout Raleigh, from crime hotspots to entertainment districts.

Posted 8:30 a.m. Feb 3 - Updated 9:10 p.m. Feb 6

UbiVu Proactive Management Platform

Used by more than 700 Cities and Utilities

The screenshot displays the UbiVu Proactive Management Platform interface. On the left, a sidebar contains navigation icons for home, location, notifications, settings, and a user profile. The main content area is divided into a left panel for node details and a right panel for a map and data table.

Node Status
● 2134 Online ● 34 Offline

Node Information

Serial Number	Node Name	kVA Rating	Oil Temperature	Line 1 Voltage	Line 2 Voltage	Line 1
2041UTS000003	2041UTS000003	-	79 °F	ƒ 125 V	ƒ 122 V	21.6 A
2043UTS000015	2043UTS000015	-	86 °F	ƒ 120.4 V	ƒ 120.2 V	1.4 A
2043UTS000016	2043UTS000016	-	89 °F	ƒ 116.5 V	ƒ 121 V	35.7 A

Market Positioning

Single Platform Across ALL products
Asset Management, Control, Reporting
Analytics driven by Industrial AI
AWS Gov Cloud Certified
ISO 27001 Certified

Marquee Customers

Miami Dade County (31 Cities)
City of San Jose, CA
City of Ontario, CA
City of Oaxaca, MX
Camp LeJeune Marine Base
Duke Energy, FL (151 Cities)
Florida Power & Light

ubicquia

Thank You



MASTER ATTACHMENT AGREEMENT

This Master Attachment Agreement (this “**Agreement**”), dated as of [] (the “**Effective Date**”), is entered into by and between Ubicquia, Inc. (“**Licensee**”), a Delaware corporation, with offices located at 401 East Las Olas Blvd., Suite 800, Fort Lauderdale, FL 33301 and [] (“**Licensor**”), a [], with offices located at []. Licensee and Licensor are referred to herein as the “**Parties**,” and each a “**Party**.”

RECITALS

WHEREAS, Licensor owns and/or controls certain streetlight structures;

WHEREAS, Licensee desires to use such streetlight structures to attach certain equipment for the provision of services related to telecommunications, public safety, public service, and/or public Wi-Fi access;

WHEREAS, Licensor desires to permit Licensee to attach such equipment to the streetlight structures now existing or hereafter erected;

WHEREAS, because it is impractical to execute a separate agreement in each instance in which Licensee desires to attach such equipment to a streetlight structure owned or controlled by Licensor, the Parties intend that this Agreement shall be the all-inclusive master agreement regarding such attachments for the duration of this Agreement; and

WHEREAS, the Parties desire by this Agreement to set forth their understanding about such matters.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

AGREEMENT

1. **DEFINITIONS.**

1.1 “**Affiliates**” means, with respect to a Party, an entity that directly or indirectly controls, is controlled by or is under common control with such Party, wherein “control” shall mean the ownership of at least 50% of the shares and/or voting rights in an entity.

1.2 “**Attachment(s)**” means the equipment to be attached by Licensee (or its subcontractor) to the Streetlight Fixtures.

1.3 “**Confidential Information**” means a Party’s confidential, proprietary or non-public information (or such non-public information of a third party that is in the possession of a Party), including without limitation, trade secret, discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans, employee personal information, health or financial, information, authentication credentials, operations, infrastructure, networks, systems, facilities, products, rates, regulatory compliance, competitors and other technical, financial or business information, whether disclosed in writing, orally, or visually, in tangible or intangible form, including in electronic mail or by other electronic communication. All Confidential Information, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential to the disclosing Party. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of a Party’s breach of this Agreement; (b) is obtained by the receiving Party on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) the receiving Party establishes, by documentary evidence, such information was in its possession prior to disclosure by the disclosing Party; or (d) was or is independently developed by the receiving Party without using any of the disclosing Party’s Confidential Information.

1.4 **“Force Majeure”** means an event or other circumstance that is beyond the Party’s reasonable control, without the Party’s fault or negligence, and which could not have been avoided by the Party’s use of due care, which may include, without limitation: acts of God including hurricanes, tornadoes, wildfires, earthquakes, ice storms, and floods; acts of terrorism; civil unrest; interference by civil or military authority, including war and embargoes; fires; epidemics or pandemics; acts of any branches of government relating to declarations of emergencies; and labor strikes (other than labor strikes with the workforce of the delayed Party).

1.5 **“Request Form(s)”** means the request form provided by Licensee pursuant to the terms contained herein for Licensor’s approval, setting forth the Attachments and Streetlight Fixtures which Licensee wishes to use. All Request Forms agreed between the Parties shall be governed by the terms and conditions of this Agreement and incorporated therein by this reference. A sample Request Form is attached as Exhibit A.

1.6 **“Streetlight Fixture(s)”** means the streetlight fixtures, including without limitation any chases, risers, trays, pipes, vaults, and hand holes, and any associated streetlights owned and/or controlled by Licensor. The Streetlight Fixture locations shall be stated in each Request Form, as such as been agreed upon by both Parties.

1.7 **“Streetlight Fixture Infrastructure”** means any and all form of existing power supply, conduit, pull boxes, electrical circuits, or other form of infrastructure fixtures or equipment for the delivery of power or communication services: (i) approved by the Licensor for use by the Licensee and (ii) reasonably related to the operation of a Streetlight Fixture or otherwise located in the public right of way or other location controlled or owned by the Licensor and reasonably capable of being used in connection with a Streetlight Fixture.

2. RIGHTS.

2.1 **Grant of Rights.** During the Term, Licensor hereby grants Licensee the right to construct, install and attach, or have installed and attached and operate, maintain, repair, replace, remove, reattach, reinstall, relocate and upgrade the Attachments to the Streetlight Fixtures and/or Streetlight Fixture Infrastructure identified in each accepted Request Form. The Parties agree that Licensor, in granting such right to Licensee, in no way purports to grant to Licensee an interest in any property, but only grants Licensee the right, subject to the provisions of this Agreement, to attach Attachments to the Streetlight Fixture and/or Streetlight Fixture Infrastructure. The rights granted in this Section 2.1 shall be non-exclusive and nothing herein shall be construed as affecting the rights or privileges previously conferred by Licensor or by law to other third parties.

2.2 **Third Party Consent.** To the extent that Licensor’s rights to use and access a Streetlight Fixture emanate from an easement or from a license grant that Licensor determines does not permit the use of the Streetlight Fixture by Licensee as provided in this Agreement, Licensor shall so advise Licensee and shall provide Licensee with copies of the easement or other property document establishing Licensor’s rights at any such Streetlight Fixture. Notwithstanding any other term or provision hereof, Licensor shall have the sole responsibility for negotiating and acquiring property rights necessary to permit the installation, maintenance, removal and operation of the Attachments on any such Streetlight Fixtures, along with any associated costs. Licensor should not approve the use of a Streetlight Fixture by Licensee unless and until it can demonstrate the successful acquisition of such rights. In performing any installation, alteration or repair of the Attachments under this Agreement, Licensee and/or its contractors shall comply with the terms and conditions of any easement or license grant applicable to the Streetlight Fixture on which such work is being performed and shall conform to the insurance requirements, if any, of the applicable owner.

2.3 **Previously Conferred Rights.** Licensor shall provide to Licensee a list of any previously granted rights to the Streetlight Fixtures, including the name and contact of the existing grantee, and shall provide written confirmation to Licensee that any equipment previously mounted to a Streetlight Fixture, or any rights previously granted will not prevent the affixing of the Attachments to the Streetlight Fixtures or affect Licensee’s rights granted herein.

2.4 **Exclusive Access.** Licensor will not grant exclusive or priority access to any Streetlight Fixture or group of Streetlight Fixtures to a third-party and will not require existing Attachments to be

removed during the Term for any reason other than as permitted in this Agreement.

3. TERM. The initial term of this Agreement shall be for 10-year, commencing as of the Effective Date (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement will automatically renew on the same terms and conditions, for up to 4 additional 5-year terms, or until terminated by either Party hereto as set forth in this Agreement (the Initial Term, together with any such renewals, is herein referred to as the “**Term**”).

4. FEES AND CHARGES.

4.1 Attachment Fee. Licensee agrees to pay a monthly fee set forth in the Request Form (the “**Fee**”). The Fee shall include any applicable electric use, and be invoiced monthly, starting from the date of installation of such Attachment, and shall be paid by Licensee within 90 days of receipt of invoice from Licensor.

4.2 Removed Attachments. Licensee shall not be entitled to any refund of any amount paid by Licensee for an Attachment that has been removed by Licensee in its sole discretion. Licensee shall be entitled to a pro-rata refund of any Fee paid in advance to Licensor if Licensor mandates removal of the Attachment.

4.3 Additional Costs. Licensee hereby acknowledges and agrees that any other costs associated with the installation of the Attachments, including without limitation, permit costs, installers’ fee, traffic mitigation costs and any similar costs and expenses, shall be Licensee’s sole obligation.

5. ATTACHMENTS & INSTALLATION.

5.1 Attachments. At no time during or after the Term will Licensor acquire any rights in and to the Attachments. The Attachments shall remain the sole responsibility of Licensee. Any material deviation to such description(s) (such as for example a change in weight or voltage) must be approved by Licensor in writing.

5.2 Third Party Owned Attachments. The Parties acknowledge that Attachments deployed by Licensee in the Streetlight Fixtures pursuant to this Agreement may be owned and/or remotely operated by a third-party (“**Third Party**”) and installed and maintained by Licensee pursuant to existing agreements between Licensee and a Third Party. Such Attachment shall be treated as Licensee’s Attachment for all purposes under this Agreement and any applicable Request Form. A Third Party’s ownership and/or operation of such Attachment shall not constitute an assignment under this Agreement. Licensee shall remain solely responsible and liable for the performance of all obligations under this Agreement and applicable Request Form with respect to any Attachment owned and/or remotely operated by a Licensee’s customer.

5.3 Limitations. Attachments will be limited to one per Streetlight Fixture and will be allowed only pursuant to the terms of the Request Form. The locations of the Attachments on the Streetlight Fixtures may be subject to engineering and safety analysis. Licensor shall have the right to refuse or remove any Attachment that adversely affects the structural or operational integrity of a Streetlight Fixture.

5.4 Locations. Licensee and Licensor shall collaborate to identify suitable Streetlight Fixtures for the Attachments. If the Parties determine that a modification or other adjustment is needed before one or more of the Streetlight Fixtures can be used by Licensee, then (i) Licensor shall obtain any and all permissions necessary (if any) to perform such modification or adjustment, and (ii) Licensee shall be responsible for the performance and cost associated with the modification or adjustment. The Parties will mutually agree on a scope of work prior to the commencement of any work as permitted under this Section 5.4. Every 6 months Licensor shall provide an updated list of Streetlight Fixtures to Licensee.

5.5 Use of Facilities. All Attachments shall be constructed, installed, and operated in accordance with generally applicable engineering requirements, and the specifications in the terms of the Request Form and this Agreement so as not to interfere with Licensor’s present or future use of any Streetlight Fixture. In addition, all Attachments must be made on Streetlight Fixtures that are bucket truck accessible. At all times, Licensee shall maintain, operate, and construct/install all Attachments

in such manner as to ensure that Licensor has full and free access to all of its Streetlight Fixtures. Licensee shall not alter any Licensor's property except as specifically authorized.

5.6 Compliance with National Electrical Safety Code. All work shall be performed in accordance with applicable National Electrical Safety Code standards, including amendments thereto adopted at any time by any jurisdiction in which such work occurs. Licensee shall take all necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage caused by or occurring by reason of the installation or existence of Attachments. Licensee shall follow industry-standard practices in the operation, maintenance, and inspection of its Attachments, and shall make all regular and special inspections as necessary to ensure compliance with this Section 5.6.

5.7 Compliance with Applicable Laws. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in undertaking its obligations under this Agreement.

5.8 Operation and Maintenance of the Attachments. Licensee and/or its contractors must operate and maintain the Attachments to ensure proper functioning of the Attachments and limit intervention to the Streetlight Fixtures. Contractors must comply with any and all applicable provisions of this Agreement to the same extent such provisions would apply to Licensee.

5.9 Reports. Licensee will provide to Licensor regular updates on installation progress and maintenance schedule, including a listing of all Attachments installed on Licensor's Streetlight Fixtures with Streetlight Fixture number, address, or other identifier mutually agreed between the Parties.

5.10 Interference or Hazard. Whenever Licensor notifies Licensee in writing that, in Licensor's reasonable judgment, the Attachment(s) or the condition of Attachment(s) of Licensee on any Streetlight Fixture (s) (i) interfere(s) with the use of such Streetlight Fixture (s) or the operation of Licensor's facilities or equipment; (ii) constitute(s) a hazard to Licensor's personnel or any other persons authorized by Licensor to use such Streetlight Fixture; (iii) cause(s) a danger to the public; or (iv) materially fail(s) to comply with the terms of the Request Form, this Agreement, applicable law, codes or regulations, Licensee shall, within 10 business days, either (a) obtain Licensor's approval to leave the Attachment(s) as is or (b) remove, rearrange, repair or change the Attachment(s) as necessary. IN CASE OF A HAZARDOUS CONDITION OR OTHER EMERGENCY WHICH IN LICENSOR'S GOOD FAITH JUDGMENT REQUIRES IMMEDIATE ACTION, LICENSOR RESERVES THE RIGHT, WITHOUT PRIOR NOTICE AND WITH NO LIABILITY TO LICENSEE, TO REMOVE OR RELOCATE APPLICABLE ATTACHMENTS AS REQUIRED, PROVIDED THAT LICENSOR SHALL PROVIDE LICENSEE WITH WRITTEN NOTICE OF ANY SUCH ACTION AS SOON AS POSSIBLE THEREAFTER.

5.11 Unauthorized Attachments. Licensee agrees not to make any unauthorized or non-compliant Attachments to Streetlight Fixtures; provided, however, if an Attachment is made without permission, such Attachment shall be subject to the terms and conditions of this Agreement.

5.12 Reserved Rights; Maintenance and Operation of Poles. Licensor reserves to itself the right to maintain Streetlight Fixtures and other Licensor's property and to operate its business and maintain its property in such a manner as will best enable it to fulfill its own service requirements. Licensor shall maintain all Streetlight Fixtures in a safe and serviceable condition and shall replace, reinforce or repair should a Streetlight Fixture become defective.

5.13 Removal, Relocation of Pole; New Pole. Except in emergency or dangerous situations as stated in Section 5.10 above, Licensor may from time-to-time need to replace, relocate, remove, or abandon a Streetlight Fixture or group of Streetlight Fixtures and to cause the relocation or removal of any Attachment, consistent with normal operating, maintenance and development procedures and prudent utility practices. Licensor shall use its best efforts to provide an alternate location on Streetlight Fixtures for any of the Attachments required to be relocated or removed. Licensor shall provide written notice to Licensee at least 90 days prior to such removal and/or relocation specifying in such notice the time of such proposed replacement or relocation (except in case of emergency, according to Section 5.10 above). Licensor will bear all costs and expenses of any relocation of the Streetlight Fixture (s) and the Attachment(s) mounted thereupon.

5.14 Interference. It is expressly understood and agreed that the operation of an Attachment shall

not interfere with any other equipment of Licensor installed on the Streetlight Fixture prior to installation of the Attachment. Licensor shall not be responsible for any interference caused by other entities attaching equipment to a Streetlight Fixture on which one or more Attachments was previously installed, provided that Licensor requires such entities not to interfere with the operation of the earlier-installed Attachment(s) of Licensee.

5.15 Abandonment of Poles; Relocation of Attachments by Licensee. Licensee may at any time abandon the use of a Streetlight Fixture hereunder by giving written notice thereof to Licensor and removing therefrom all of its Attachments. Licensee may also request to relocate an Attachment to another Streetlight Fixture. Any request for relocation must be submitted for approval by Licensor in writing, which approval shall not to be unreasonably delayed, withheld or conditioned. To the extent Licensee abandons a Streetlight Fixture, Licensee shall not be entitled to any refund of any Fees paid to Licensor. To the extent Licensor rejects Licensee's request to relocate the Attachment to a new Streetlight Fixture, Licensor shall refund the pro-rata portion of the Fee prepaid by Licensee for such Attachment. Licensee shall bear all costs of removal and relocation of the Attachment.

6. **LICENSEE'S PROTECTION AGAINST INTERFERENCE BY THIRD PARTIES.** So long as Licensee is not in default hereunder, beyond the applicable notice and cure period, Licensor shall not grant a license to a third party for use of a Streetlight Fixture used by Licensee if such use would materially adversely interfere with Licensee's normal operation of its Attachment. Any such future license granted to a third party that permits the installation of equipment to a Streetlight Fixture licensed to and occupied by Licensee shall be conditioned upon such potential (third party) licensee not causing measurable interference with Licensee's signal or materially impairing Licensee's ability to utilize the Streetlight Fixture.

7. **REQUEST.** Upon receipt of a Request Form from Licensee, Licensor will approve or deny the authorization to proceed within 20 days of its receipt. Licensor shall have the sole right to determine the availability of space on or in any such Streetlight Fixture for use by Licensee and shall be under no obligation to grant permission for its use by Licensee, provided that such permission shall not be unreasonably withheld, conditioned or delayed. Licensor may also provide alternative Streetlight Fixture locations or a revised Request Form for Licensee's review and approval. Once a Request Form is approved by Licensor, Licensee shall have the right to use such Streetlight Fixture in accordance with the terms of this Agreement.

8. **INSURANCE.** During the term of this Agreement, Licensee shall maintain and shall cause its contractor(s) to procure and to maintain in full force and effect, at the Licensee (or contractor's) sole expense, insurance policies of the types and amounts listed in Exhibit A. Prior to installation of any Attachment, Licensee (and each of its contractor, if any) shall furnish Licensor with certificates of insurance. Each such certificate shall accurately reflect the insurance in place and shall be in a form reasonably satisfactory to Licensor. Failure by Licensor to request such certificate of insurance shall not be deemed a waiver of Licensee's obligation under this Section 8.

9. **REPRESENTATION AND WARRANTIES.**

9.1 Mutual Representations and Warranties. Each of the Parties represents and warrants to the other, acknowledging that the other Party is relying upon such representations and warranties in connection with its entering into this Agreement, as follows: (a) the Party has all requisite power and authority to execute and deliver this Agreement and has all necessary power and authority, and the skills, rights, and financial resources necessary to perform its obligations as set out herein; (b) the entry into this Agreement will not result in the violation of any of the terms and provisions of any agreement, written or oral, to which the Party may be a party; (c) there are no actions, suits, obligations, agreements, or proceedings, existing, pending or to its knowledge threatened, which prevent the Party from fulfilling its obligations under this Agreement or will have a material adverse effect on its ability to fulfill its obligations under this Agreement, and (d) the execution and delivery of this Agreement has been duly authorized by all necessary action on the part of the Party and this

Agreement, when duly executed and delivered by such Party, will constitute a legal and binding obligation of the Party, enforceable in accordance with its terms.

9.2 By Licensor. Licensor further represents and warrants that it has the right and has obtained and will maintain throughout the Term all rights and permissions necessary to grant to Licensee the rights and access granted hereunder.

10. INDEMNITY & LIMITATION OF LIABILITY.

10.1 Licensor's Indemnification. Subject to the terms and conditions of this Agreement, including those set forth in Section 10.3 and Section 10.4, Licensor shall indemnify, defend and hold harmless Licensee, its Affiliates, officers, directors, employees, contractors, or agents (collectively, "**Licensee Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "**Losses**") incurred by any one or more Licensee Indemnified Parties relating to, arising out of or resulting from any third-party claim alleging (a) a breach of any representation or warranty by Licensor, (b) any grossly negligent or more culpable act or omission of Licensor, its subcontractors or its personnel (including any intentional, reckless or willful misconduct) in connection with the performance of this Agreement; or (c) any failure by Licensor, its subcontractors or its personnel to comply with any applicable laws.

10.2 Licensee Indemnification. Subject to the terms and conditions of this Agreement, including those set forth in Section 10.3 and Section 10.4, Licensee agrees to indemnify and defend Licensor, its affiliates, officers, directors, employees, contractors, or agents (collectively, "**Licensor Indemnified Parties**") against all Losses incurred by one or more Licensor Indemnified Parties, arising directly from any third-party claim alleging bodily injuries, death, damage to property, trespass or other personal injury or physical property damage cause of action due to the installation, operation, maintenance, repair, modification, removal or presence of attachments on the poles, whether such installation was performed by Licensee or its contractors. Licensee agrees to require its contractors and subcontractors to indemnify Licensor to the fullest extent permitted by law consistent with the foregoing indemnity.

10.3 Procedure. The Party seeking indemnification (the "**Indemnified Party**") will: (i) unless prohibited by applicable law or court order, inform the Party providing the indemnification ("**Indemnifying Party**") as promptly as reasonably practical of any claim for which the Indemnified Party is seeking indemnification; (ii) provide the Indemnifying Party with reasonable assistance in the defense of the claim; (iii) have the right, but not the obligation, to participate in the defense of the claim at its own expense and through counsel of its choice; and (iv) if the Indemnifying Party refuses to defend the Indemnified Party for any indemnifiable claim, control the defense or settlement of such claim and retain all rights to seek recovery from the Indemnifying Party.

10.4 Limitation of Obligations. Notwithstanding anything to the contrary in this Agreement, an Indemnifying Party is not obligated to indemnify or defend (if applicable) an Indemnified Party against any claim if such claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's: (a) gross negligence or more culpable act or omission (including intentional, reckless, or willful misconduct); (b) any bad faith failure by the Indemnified Party to materially comply with any of its obligations set forth in this Agreement; or (c) use of the Attachments or the Streetlight Fixtures in any manner not authorized under this Agreement or that does not materially conform with any usage instructions, the terms of the Request Form, or specifications expressly set forth in this Agreement, or provided in writing by or for a Party.

10.5 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES, EXCEPT FOR LIABILITY FOR A BREACH OF SECTION 13 BELOW, IN NO EVENT SHALL EITHER PARTY OR THEIR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B)

WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.6 MAXIMUM LIABILITY FOR DAMAGES. EXCEPT FOR LIABILITY FOR A BREACH OF SECTION 13 BELOW, OR INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 10.1 AND 10.2, IN NO EVENT SHALL EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED USD \$200,000 OR THE AGGREGATE AMOUNT PAID BY LICENSEE PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS GREATER. ALL LIABILITY UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT.

11. FORCE MAJEURE. Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by a Force Majeure event. A Party will be excused from performance under this Agreement for any period and to the extent that is prevented from performing its obligations, in whole or in part, as a result of delays caused by an event of Force Majeure. The Party relying upon the Force Majeure event must (i) provide to the other Party prompt written notice describing the Force Majeure condition, and (ii) take all reasonable steps to avoid or remove such causes of nonperformance and immediately continue performance whenever and to the extent such causes are removed; provided however, that specific written notice need not be given where the relied-upon event of Force Majeure is or has been widely publicized, such as in the case of, for example, pandemic, epidemic, global parts and material shortages, supply chain and/or transportation delays, war, an act of terrorism, and so forth.

12. TERMINATION.

12.1 Mutual Right to Terminate. Either Party may terminate this Agreement without liability to the other if (i) the Party's performance hereunder would be illegal under applicable law or regulation or under any order or ruling issued by any federal, state or local agency having regulatory jurisdiction over the Streetlight Fixtures or the Attachments; (ii) the other Party fails to comply with any of the material provisions of this Agreement or defaults in any of its obligations under this Agreement and fails to correct such default or noncompliance within 30 days after receiving written notice from the non-breaching Party; or (iii) after 60 days of a Force Majeure event which has made performance impossible or economically impractical.

12.2 Termination for Insolvency. Either Party may terminate this Agreement upon written notice to the other, if the other Party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it a petition for bankruptcy, which has not been dismissed within 90 days of such filing, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3 Removal of the Attachment. Unless Licensee terminates this Agreement for cause, upon termination or expiration of this Agreement, Licensee shall (i) remove all the Attachments from the Streetlight Fixtures at its own expense within 180 days; and (ii) after such removal, ensure the Streetlight Fixtures are in the same condition as they were when the Attachments were installed except for ordinary wear and tear, or damage not caused by the Attachments.

13. CONFIDENTIAL INFORMATION.

13.1 Standard of Care. The receiving Party shall maintain the disclosing Party's Confidential Information with the same degree of care it uses to maintain its own Confidential Information, and, in all events, it shall maintain the disclosing Party's Confidential Information with no less than

commercially reasonable care. Upon the disclosing Party's request, the receiving Party shall promptly return all documents and other materials received from the disclosing Party. The disclosing Party shall be entitled to seek injunctive relief for any violation of this Section 13.

13.2 Retention. Notwithstanding anything herein to the contrary, the receiving Party may retain Confidential Information as may be required by (a) law, (b) professional requirements or (c) internal document retention policies.

13.3 Limitations of Use. The receiving Party may use the disclosing Party's Confidential Information solely in relation to the performance or in connection with the purposes of this Agreement and will not disclose the disclosing Party's Confidential Information except as authorized by the disclosing Party in writing or as otherwise permitted under this Agreement. Confidential Information may be disclosed by the receiving Party to its representatives who have a need to know and who are subject to a confidentiality agreement that contains terms and conditions at least as restrictive as those set forth in this Section 13. Further, the receiving Party will not be restricted from disclosing the disclosing Party's Confidential Information as required pursuant to law, regulation or judicial or governmental order, provided that any such disclosure will be limited to the extent of the legal requirement and the receiving Party will promptly notify the disclosing Party and cooperate with the disclosing Party, at the disclosing Party's expense, so that the disclosing Party may intervene and object to such disclosure or seek a protective order or other appropriate protection for its Confidential Information.

13.4 No Disclosure to Competitors. Notwithstanding any provision of this Agreement to the contrary, neither Party may disclose any Confidential Information of the other Party to any known competitor of the other Party without receiving prior written permission of the other Party.

13.5 Survival. The terms set forth in this Section 13 will survive the expiration or termination of this Agreement for a period of 3 years.

14. GENERAL

14.1 Notices. All notices, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address set out below (or to such other address that a Party may designate from time to time in accordance with this Section 14.1). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid) with a copy provided to the Party's email address set forth below. Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this Section 14.1:

Notices to Licensor:

Attn: _____
e-mail: _____

Notices to Licensee:

Ubicquia, Inc.
401 East Las Olas Blvd., Suite 800
Fort Lauderdale, FL 33301
Attn; Legal Department
Email: legal@ubicquia.com

14.2 Assignment. Neither Party may assign this Agreement to any entity without prior written notification and consent of the other, except (i) to an Affiliate that does not compete with the other Party or (ii) pursuant to a merger, acquisition, reorganization, restructuring, or sale of a substantial portion of the assets of the Party's business, as applicable, to which the assignment relates. Upon assignment, as such may be permitted under this Section 14.2, the assigning Party shall be relieved

of all future performance, liabilities, and obligations under this Agreement arising after the date of such assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

14.3 No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14.4 Relationship of Parties and Independent Contractor Status. Neither Party shall be deemed to be a partner, agent, or joint venturer with or of the other by reason of this Agreement. Licensor and Licensee shall perform their duties under this Agreement as independent contractors and at their own risk. Neither Party shall at any time hold itself out as being a partner, co-venturer or agent of the other.

14.5 Publicity. Each Party shall obtain the written consent of the other Party, not to be unreasonably delayed, withheld or conditioned before making any public announcement or press release relating to this Agreement or the Parties' relationship.

14.6 Survival. Expiration or termination of this Agreement for any reason shall not release either Party from any liability or obligation set forth in this Agreement which (i) the Parties have expressly agreed will survive any such expiration or termination, or (ii) remains to be performed or by its nature would be intended to be applicable following such expiration or termination. Notwithstanding the foregoing, the provisions of Sections 1, 8, 9, 11.4, 12, and 13 shall survive termination of this Agreement.

14.7 Severability. Should any part of this Agreement be deemed invalid, illegal or unenforceable, such part shall be removed from this Agreement and the Agreement shall otherwise remain in full force and effect and shall be applied by the Parties in such manner as most nearly accomplishes the expressed purposes of the Parties in executing this Agreement.

14.8 Dispute Resolution. Except under circumstances requiring injunctive relief, any dispute, controversy, or claim arising out of or relating to the Agreement, the Parties' performance under it, or its breach (a "**Dispute**") shall be dealt with in accordance with the negotiation procedure set forth in this Section 14.8 before resorting to litigation. If any Dispute is not resolved promptly in the ordinary course of business, the Parties shall attempt to resolve such Dispute by face-to-face negotiations with each other before resorting to mediation, arbitration, or litigation. These face-to-face negotiations shall be initiated within 5 business days from receipt of written notice from one Party to the other and shall be conducted by a duly appointed representative of each Party with authority to settle the Dispute. The Parties hereby agree to negotiate in good faith a resolution to the Dispute within 30 days. If after 30 days, the Parties have not resolved or settled the Dispute, either Party may submit the Dispute to litigation pursuant to Section 14.9 below.

14.9 Governing Law; Venue. This Agreement and all related documents, including all attachments thereof, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without giving effect to the conflict of laws principles or rules thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all Request Forms, as well as all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, in any forum other than the U.S. District Court for the Southern District of Florida or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in Broward County, Florida. Each Party agrees that a final judgment in any such action, litigation, or proceeding, unless timely appealed, is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

14.10 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY REQUEST FORMS,

STATEMENTS OF WORK, EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.11 Amendments. This Agreement may not be modified, amended, or discharged, and no provision hereof may be waived, except by an instrument in writing and duly executed by an authorized signatory for the Party against whom enforcement of the amendment, modification, discharge, or waiver is sought.

14.12 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and documents incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the subject matter hereof.

14.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A wet or electronically signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date next to their signatures.

[--]

By: _____

Name: _____

Title: _____

Date: _____

UBICQUIA, INC.

By:

Name: David Wong

Title: VP, Site Acquisition & Deployment

Date: _____

EXHIBIT A
REQUEST FORM

This Request Form, as referenced in that certain Master Attachment Agreement, between Licensor and Licensee dated _____, 20__ ("Agreement"), which is incorporated by reference as if fully set out here. Licensee submits a Request Form pursuant to the Agreement for Licensor review and approval subject to all of the terms and conditions of the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Request Form, the terms of this Request Form shall govern. Capitalized terms used in this Request Form shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.

Date of Application:

Total # of Pages (including this one):

Site Name/Project #:

Approved by (name and signature):

Date of the Approval:

EXHIBIT B

BACKUP DOCUMENTATION ATTACHED

List of equipment to be attached, full construction drawings of the proposed installation detailing method of attachment, location of power and fiber runs into and up each Streetlight Fixture, cut sheets, and actual product specifications.

All necessary land use permits (planning, building, encroachment) from the respective jurisdiction(s).

Wet stamped report by a licensed engineer demonstrating; 1) Streetlight Fixture can safely support the weight and wind loading of the Attachment; and 2) total number of watts per installation on each Streetlight Fixture and cumulative total number of watts including other systems placed within 100 feet of each Streetlight Fixture are within acceptable safety limits for human exposure.

EXHIBIT C

FEES

One-time Application Fee: \$100/ Streetlight

Attachment Fee: \$360.00/per year per Streetlight Fixture
Includes; \$30/month Attachment Fee
Total; \$30/month for 12 Months = \$360/year.

EXHIBIT D
CONTACT INFORMATION

Licensors:

Name: _____
Address: _____
Phone #: _____
E-mail Address _____

Licensee:

Name: _____
Address: _____
Phone #: _____
E-mail Address _____

MAINTENANCE AND OUTAGE

1. Maintenance:

- (a) Licensor shall make reasonable efforts to complete scheduled and routine maintenance that will have a disruptive impact on the continuity or performance of the Attachment between 12:00am and 6:00am local time. Licensor shall provide Licensee with 5 days' prior notice of any schedule or routine maintenance that could have a disruptive impact on the continuity or performance of the Attachment.
- (b) If a schedule maintenance activity is canceled or delayed, Licensor shall inform Licensee so the maintenance activity may be rescheduled.
- (c) If unscheduled maintenance must occur, Licensor shall use commercially reasonable efforts to Licensee with at least 2 hours' notice prior to any emergency repairs that may affect the Attachment.

2. Outage

Licensor shall make reasonable efforts to work with Licensee, in the event of a service outage to assist in restoration of power or any damages that causes a service interruption, impacting continuity of the Attachment and requires a third party to assist in such repair.



CITY COUNCIL ACTION

Meeting Date

Item No.

Requested Council Meeting Date: November 20 , 2024

Responsible Dept: Planning

Requested Action: Ordinance

Title

150 Congress Avenue Contract Zoning

Summary

Staff are requesting City Council review, and if agreeable, approve the proposed contract zone at 150 Congress Avenue (Map 24, Lot 1).

Please refer to the memo to City Manager Meyers dated November 14, 2024.

Staff Comments

Staff recommend approving the contract zone as the proposed development is consistent with the goals of the 2023 Comprehensive Plan. The Planning Board Public Hearing on the proposed Contract Zone had no members of the public speaking against it.

Action: Recommend for passage

City Manager

Introduced for: New Business



CITY OF BATH

Date:

150 Congress Avenue Contract Zoning

See attached

DRAFT ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE LAND USE CODE OF THE CITY OF BATH ADOPTED JULY 19, 2000, AND SUBSEQUENTLY AMENDED, BE HEREBY FURTHER AMENDED AS FOLLOWS:

Amend Article 16, by adding Section 16.34, as follows:

SECTION 16.34 150 Congress Avenue CONTRACT ZONE

A. District Designation

The property designated for contract rezoning is located at 150 Congress Avenue, identified as Lot 1, on City of Bath Tax Map 24 dated April 1, 2021.

B. Findings

The City Council makes the following findings:

1. The property is located in the Mixed Commercial and Residential (C-2) District.
2. Contract Rezoning is allowed in the Mixed Commercial and Residential (C-2) District.
3. The project consists of a proposal to demolish an existing building and to develop three 3-story buildings which will contain up to 84 workforce housing apartments.
4. Contract rezoning is allowed on the parcel per section 8.10 (D) of the Land Use Code.
5. Without the creation of a contract zone, the minimum lot area per dwelling unit is 6,000 SF.
6. The applicant proposes to develop the project at 5,717 SF/unit as depicted on the Zoning Summary Plan C-3.2, which shows additional land to be placed in conservation on Map 24, Lot 1-1, as part of a master zoning plan also incorporating the parcels at Map 29, Lot 14 and Map 29, lot 13.
7. Without Contract rezoning the maximum height would be 40 feet.
8. The applicant proposes the maximum height be increased to 48 feet.
9. The rezoning of the parcel is consistent with the 2023 Comprehensive Plan and there are no other applicable City plans.
10. The project is consistent with the mandatory conditions set forth in Land Use Code Section 8.20 paragraph D. 1.

11. The applicant submits the following discretionary enhancements to the City:

- a. Creates up to 84 new, sustainable rental housing units.
- b. The project will set aside 10.52 acres on a neighboring parcel as permanent conservation land with Kennebec Estuary Land Trust. The applicant proposes to make this designation as part of the master plan zoning for the overall 17.24 acres, which encompasses 80 Congress Avenue (Map 29, lot 14), 100 Congress Avenue (Map 29, Lot 13) 150 Congress Avenue (Map 24, lot 1) and the back land (Map 24, Lot 1-1) as depicted on the Zoning Summary Plan C-3.2.
- c. Facilitates City of Bath Comprehensive Plan goals as follows:
 - i. POPULATION 1. Support incremental population growth by drawing new people to Bath and supporting existing residents, with a diverse mix of ages, income levels, race, and backgrounds.
 - ii. HOUSING 1. Encourage and promote adequate housing to support the community and region's economic development – anyone who works in Bath should have an affordable option to live in Bath.
 - iii. HOUSING 2. Ensure land use controls encourage the development of quality affordable housing, including rental housing.
 - iv. HOUSING 4. Work with proactive partners in the private, non-profit, quasi-government and public sectors to pursue housing goals.
 - v. ECONOMY 4. Support local property redevelopment and revitalization, specifically 4e Property owners will be impacted by flooding and climate change. Provide support for solutions that mitigate the negative impacts of climate change on businesses, developers and property owners.
 - vi. TRANSPORTATION 3. To promote public health, protect natural and cultural resources, and enhance livability by managing land use in ways that maximize the efficiency of the transportation system and minimize increases in vehicle miles traveled.
 - vii. TRANSPORTATION 4. To meet the diverse transportation needs of residents (including children, older adults and disabled) and through travelers by providing a safe, efficient, and adequate transportation network for all types of users (motor vehicles, pedestrians, bicyclists). Specifically:
 - 1. 4c. Continue to promote safe walking and biking to schools through coordination with the RSU; Police; Public Works; Sustainability and Environment Bicycle and Pedestrian Committee Ongoing Local initiatives
 - 2. 4e. Continue to work with KELT and other hikers, bike riders, community health advocates, historic preservationists, and motorized trail users as appropriate, to develop, maintain, and promote a local and regional trail system, including the A2K regional trail proposal.

12. The Planning Board did not require any additional discretionary enhancements.

C. Zoning Provision Affected

This contract zoning amendment is intended to relax the minimum lot area per dwelling unit, and height requirements pursuant to Section 8.08 of the Land Use Code, by allowing the construction of the structures and other site improvements depicted on the Site Plan approved with conditions, by the Bath Planning Board on November 5, 2024.

This contract zone is intended to modify the following space and bulk standards of the Mixed Commercial and Residential (C-2):

1. Minimum Lot area per dwelling unit (reduce the requirement from 6,000 SF to 5,717 SF as depicted on the approved site plan).
2. Maximum height (increase from 40 feet to 48 feet)

D. Conditions of Approval

This Contract Rezoning Ordinance requires full and complete compliance with all conditions of approval, which are part of the Site Plan and Subdivision approval, granted to Bath Housing Development Corporation, by the Bath Planning Board on November 5, 2024, including the following conditions:

Standard Conditions:

1. Approval is dependent upon and limited to the proposals and plans contained in the application materials and supporting documents and oral presentations submitted and affirmed by the applicant, and conditions, of any, imposed by the Planning Board, and any variation from such plans, proposals, and supporting documents and representations are subject to review and approval in accordance with the Land Use Ordinance.
2. All work shall be completed in accordance with Best Management Practices for Soil Erosion and Sediment Control. Erosion and Sedimentation management measures must be implemented during every phase of construction. The amount of exposed soil throughout construction must be minimized. Any exposed ground area must be temporarily or permanently stabilized within one week from the time it was actively worked by use of riprap, sod, seed, mulch, or other measures.



MEMO

To: Marc Meyers, City Manager

From: Jenn Curtis, Director of Planning

Date: November 14, 2024

Re: Developers Collaborative Predevelopment LLC Application for Contract Rezoning at Map 24, Lot 1 (150 Congress Ave).

Requested Action:

Staff are requesting City Council review, and if agreeable, approve the proposed contract zone at Map 24, Lot 1.

Overview:

Description existing/proposed: This project is phase 2 of a master plan ("Zoning Summary Plan C-3.1") that encompasses Tax Map 24, Lots 1 and 1-1, and Map 29 Lots 13 and 14. The applicant proposes to demolish the former church located at 150 Congress Avenue and construct three 3-story buildings containing 84 units in total. The applicant is working in conjunction with Bath Iron Works and the Navy to provide housing that would meet the needs of their employees in Bath. The applicant proposes a contract zone that has been approved by Planning Board and now needs Council approval. The project received Site Plan, Subdivision, and Contract Zone approval from the Planning Board on November 5, 2024.

The state statutory requirements for rezoning at 30-A M.R.S.A. Section 4352(8) are:

A. Be consistent with the growth management program adopted under this chapter;

Staff note that the C2 District is in an identified growth area, so the proposal is in accordance with the growth management program.

B. Establish rezoned areas that are consistent with the existing and permitted uses within the original zones; and

Staff note that the applicant is proposing a use that is consistent with existing and permitted uses within the original zone.

C. Only include conditions and restrictions that relate to the physical development or operation of the property.

There are no restrictions proposed as part of the contract zone.

Bath Land Use Code 8.20:

8.20 F,1., limits the scope of review by the City Council to the conditions contained in D. (below)

D,1 Mandatory Conditions: *(Staff findings, approved by the Planning Board, in italics below)*

1. Mandatory Conditions All rezoning under this Section must:

(a) be consistent with the Comprehensive Plan of the City of Bath and any other supporting documents pertinent to the Plan.

Staff note that the proposal is consistent with the Actions recommended by the 2023 City of Bath Comprehensive Plan (Plan). The proposed project is meeting all five housing policies listed in the Implementation Matrix of the Plan.

(b) includes only conditions and/or restrictions that relate to the physical development or operation of the property

The applicant is proposing a decrease to the minimum lot area per dwelling unit and an increase to maximum building height.

D,2 2. Discretionary Conditions

The applicant proposes the following discretionary conditions:

- 1. Minimum Lot Area per dwelling unit to be reduced from 6,000 sf to 5,717 sf as depicted on the Zoning Summary Plan C-3.1, which shows additional land to be placed in conservation on Map 24, Lot 1-1 as part of a master zoning plan also incorporating the parcels at Map 29, Lot 13 and Map 24, Lot 1.*
- 2. Maximum Height to be increased from 40 feet to 48 feet.*

8.20, E. Planning Board Recommendation to the City Council and Findings of Fact *(Staff findings, approved by the Planning Board, in italics below)*

Staff note that in accordance with 8.20,E, when recommending contract rezoning approval to the City Council, the Planning Board must make findings of fact consistent with Site Plan and Subdivision Approval criteria of this Code, and that the following criteria are met:

1. The approval is consistent with the mandatory conditions set forth in Paragraph D 1 herein above.

Finding: The applicant is proposing a project that is compliant with the comprehensive plan, and the applicant is proposing to adhere to the discretionary conditions.

2. The applicant is willing to meet certain community objectives contained in the Comprehensive Plan due to additional flexibility being allowed, the applicant has employed innovative design, or that there exists an unusual nature, condition, or location relative to the property being considered for rezoning.

Finding: The applicant outlines the consistency of their proposed plans with City of Bath Comprehensive Plan goals under their Contract Zone Agreement Draft that include:

- a. Creates up to 84 new, sustainable, rental housing units.*
- b. Set aside 10.52 acres on a neighboring parcel as permanent open space conservation land with Kennebec Estuary Land Trust as part of zoning summary plan C-3.1.*
- c. Contributes to multiple comprehensive plan goals, documented by the applicant as follows:*

- i. POPULATION 1. Support incremental population growth by drawing new people to Bath and supporting existing residents, with a diverse mix of ages, income levels, race, and backgrounds.*

- ii. HOUSING 1. Encourage and promote adequate housing to support the community and region's economic development – anyone who works in Bath should have an affordable option to live in Bath.*

- iii. HOUSING 2. Ensure land use controls encourage the development of quality affordable housing, including rental housing.*

- iv. HOUSING 4. Work with proactive partners in the private, non-profit, quasi-government and public sectors to pursue housing goals.*

- vi. ECONOMY 4. Support local property redevelopment and revitalization, specifically 4e Property owners will be impacted by flooding and climate change. Provide support for solutions that mitigate the negative impacts of climate change on businesses, developers and property owners.*

- vii. TRANSPORTATION 3. To promote public health, protect natural and cultural resources, and enhance livability by managing land use in ways that maximize the efficiency of the transportation system and minimize increases in vehicle miles traveled.*

- viii. TRANSPORTATION 4. To meet the diverse transportation needs of residents (including children, older adults and disabled) and through travelers by providing a safe, efficient, and adequate transportation network for all types of users (motor vehicles, pedestrians, bicyclists).*

Specifically:

- 1. 4c. Continue to promote safe walking and biking to schools through coordination with the RSU; Police; Public Works; Sustainability and Environment Bicycle and Pedestrian Committee Ongoing Local initiatives*

- 2. 4e. Continue to work with KELT and other hikers, bike riders, community health advocates, historic preservationists, and motorized trail*

users as appropriate, to develop, maintain, and promote a local and regional trail system, including the A2K regional trail proposal.

3. In addition to compatibility with the neighborhood, the building must be consistent in terms of colors, materials, and other design items with the Gateway or Downtown goals of the City, if applicable.

Finding: There are no applicable Gateway or Downtown goals that apply to this project.

Relevant Bath Land Use Code

Article 8: Contract Zoning

F. City Council Approval of Contract Rezoning

1. The scope of the review by the City Council in granting contract rezoning is limited to the Conditions contained in D, herein above, and only if these conditions are not otherwise required for Historic District Approval, Site Plan Approval, or Subdivision Approval.

Staff recommendation:

Staff recommend approving the contract zone as the proposed development is consistent with the goals of the 2023 Comprehensive Plan. The Planning Board Public Hearing on the proposed Contract Zone had no members of the public speaking against it.



BATH
MAINE *City of Ships*

OFFICE of PLANNING & DEVELOPMENT

Jennifer Curtis
Director of City Planning
jcurtis@cityofbath.com

November 12, 2024

Dear Applicant,

I'm pleased to notify you that your SITE PLAN and SUBDIVISION application to develop three 3-story buildings containing 84 housing units at 150 Congress Ave, (Map 24 Lot 1) was unanimously **APPROVED with conditions** by the City of Bath Planning Board at their regular meeting on November 5, 2024.

The Planning Board voted on these approvals and also voted on the related contract rezoning proposal as follows:

MR. HOPKINSON, SECONDED BY MR. GERSH, MOVED TO APPROVE THE SITE PLAN, SUBDIVISION, AND CONTRACT REZONING APPLICATION FOR THE 3 STORY BUILDINGS WHICH CONTAIN 84 RENTAL UNITS AT 150 CONGRESS AVENUE TO BE APPROVED WITH THE FINDINGS OF FACT CONCLUSIONS AND CONDITIONS AS DOCUMENTED IN THE STAFF MEMO DATED NOVEMBER 5, 2024, AND WITH THE FOLLOWING ADDITIONAL CONDITIONS:

- THAT THE APPLICANT WORK WITH THE CITY TO REQUEST THE DOT TO REDUCE THE SPEED LIMIT TO THE NORTH SUFFICIENT TO SATISFY CITY'S SIGHT DISTANCE REQUIREMENT.
- THAT THE PERMIT BY RULE APPLICATION BE SUBMITTED TO THE CITY PLANNER AT THE SAME TIME IT IS SUBMITTED TO THE DEP AND A FOLLOW-UP CONFIRMATION OF NO OBJECTION.
- THAT A FINAL RECORDED COPY OF THE CONSERVATION EASEMENT BE SUBMITTED TO THE CITY PLANNER.
- THAT THE FINAL ACCESS POINT TO THE CONSERVATION EASEMENT ALONG THE NORTHERLY BOUNDARY BE CONFIRMED TO THE CITY PLANNER.
- THAT A FINAL AREA AND LOCATION FOR BIKE RACKS BE SUBMITTED TO THE CITY PLANNER.
- THAT AN AGREEMENT WITH BATH HOUSING CONCERNING ACCESS FROM THE SOUTHERLY PROJECT TO THE CONSERVATION AREA AND FOR THE APPLICANT OVER BATH HOUSING'S CENTRAL CORRIDOR BE SUBMITTED TO THE CITY PLANNER.
- THAT THE APPLICANT RECEIVE AN EXTENSION OF SIX MONTHS ON THE TIME FOR INITIATING CONSTRUCTION.

PLANNING BOARD UNANIMOUSLY APPROVED.

T (207) 443-8363
F (207) 443-8389

55 Front Street
Bath, Maine 04530

CityofBath.com
facebook.com/bathmaine

Approval contingency/Void: As documented in the conditions at the end of this document, the contract rezoning will need to be subsequently approved by the City Council for the Site Plan and Subdivision approvals to be valid. As stated in §12.07 of the Bath Land Use Code, Site Plan Approval is void 6 months from the date of the Review Authority approval if a building permit for the project has not been issued by the Code Enforcement Officer. If the Site Plan Approval is contingent upon a rezoning by the City Council, the 6-month period [before the approval becomes void] begins 21 days following final City Council Approval of such rezoning. Once the contract rezoning is approved, you will need to work with the Code Enforcement Officer to obtain a building permit.

Appeals: An aggrieved party may appeal any decision of the Planning Board to Sagadahoc County Superior Court within 30 days of the date the Board issues a written decision. Site Plan and Subdivision waivers approved:

Review history: An application requesting Pre-Application Workshop, was received in the Planning Office on Tuesday, July 2nd. The pre-application workshop was held at the Planning Board meeting on August 6, 2024. The applicant submitted a Sketch Plan Application on August 6, 2024. A pre-application meeting was held with the City Department Heads on August 20th. On October 1st the applicant came before the Planning Board for Pre-Application and Sketch Plan Review. The Contract Zone application was found to have merit by the City Council on October 16, 2024. Staff found the application complete with regard to the submission item checklist as of October 24, 2024. A public hearing was held for the Contract Rezoning and Site Plan and Developmental Subdivision application at the November 5, 2024, Planning Board meeting. The Planning Board found the application complete. The application was approved with the following findings of fact, conclusions, and conditions.

I look forward to working with you on the conditions of approval.

Signed,



Jennifer Curtis
Director of Planning

Findings of Fact, Conclusions, and Conditions

Overview:

Description existing/proposed: This project is phase 2 of a master plan (“Zoning Summary Plan C-3.1”) that encompasses Tax Map 24, Lots 1 and 1-1, and Map 29 Lots 13 and 14. The applicant is being represented by Stephen Bushey, PE, of Gorrill Palmer. The site is currently occupied by a former church building and surface parking. The applicant proposes to demolish the former church located at 150 Congress Avenue and construct three 3-story buildings containing 84 units in total. The applicant is working in conjunction with Bath Iron Works and the Navy to provide housing that would meet the needs of their employees in Bath. The applicant intends to use sustainable building materials and construction methods. Materials could include wood and reclaimed wood, recycled plastics, recycled steel, Clay, etc.

30-A M.R.S.A. Section 4352(8) and Article 8: §8.20 Contract Rezoning

The state statutory requirements for rezoning at 30-A M.R.S.A. Section 4352(8) are:

A. Be consistent with the growth management program adopted under this chapter;

Staff note that the C2 is in an identified growth area, so the proposal is in accordance with the growth management program.

B. Establish rezoned areas that are consistent with the existing and permitted uses within the original zones; and

Staff note that the applicant is proposing a use that is consistent with existing and permitted uses within the original zone.

C. Only include conditions and restrictions that relate to the physical development or operation of the property.

The applicant is not proposing any restrictions.

Bath Land Use Code 8.20:

D,1 Mandatory Conditions:

1. Mandatory Conditions All rezoning under this Section must:

(a) be consistent with the Comprehensive Plan of the City of Bath and any other supporting documents pertinent to the Plan.

Staff note that the proposal is consistent with the Actions recommended by the 2023 City of Bath Comprehensive Plan (Plan). The proposed project is meeting all five housing policies listed in the Implementation Matrix of the Plan.

(b) includes only conditions and/or restrictions that relate to the physical development or operation of the property

The applicant is proposing conditions related to minimum lot area per dwelling unit and maximum building height.

D,2 2. Discretionary Conditions

The applicant proposes the following discretionary conditions:

1. Minimum Lot Area per dwelling unit to be reduced from 6,000 sf to 5,717 sf as depicted on the Zoning Summary Plan C-3.1, which shows additional land to be placed in conservation on Map 24, Lot 1-1 as part of a master zoning plan also incorporating the parcels at Map 29, Lot 13 and Map 24, Lot 1.
2. Maximum Height to be increased from 40 feet to 48 feet.

8.20, E. Planning Board Recommendation to the City Council and Findings of Fact

Staff note that in accordance with 8.20,E, when recommending contract rezoning approval to the City Council, the Planning Board must make findings of fact consistent with Site Plan and Subdivision Approval criteria of this Code, and that the following criteria are met:

1. The approval is consistent with the mandatory conditions set forth in Paragraph D 1 herein above.

Finding: The applicant is proposing a project that is compliant with the comprehensive plan, and the applicant is proposing to adhere to the discretionary conditions.

2. The applicant is willing to meet certain community objectives contained in the Comprehensive Plan due to additional flexibility being allowed, the applicant has employed innovative design, or that there exists an unusual nature, condition, or location relative to the property being considered for rezoning.

Finding: The applicant outlines the consistency of their proposed plans with City of Bath Comprehensive Plan goals under their Contract Zone Agreement Draft that include:

- a. Creates up to 84 new, sustainable, rental housing units.
- b. Set aside 10.52_acres on a neighboring parcel as permanent open space conservation land with Kennebec Estuary Land Trust as part of zoning summary plan C-3.1.
- c. Contributes to multiple comprehensive plan goals, documented by the applicant as follows:
 - i. POPULATION 1. Support incremental population growth by drawing new people to Bath and supporting existing residents, with a diverse mix of ages, income levels, race, and backgrounds.
 - ii. HOUSING 1. Encourage and promote adequate housing to support the community and region's economic development – anyone who

works in Bath should have an affordable option to live in Bath.

iii. HOUSING 2. Ensure land use controls encourage the development of quality affordable housing, including rental housing.

iv. HOUSING 4. Work with proactive partners in the private, non-profit, quasi-government and public sectors to pursue housing goals.

vi. ECONOMY 4. Support local property redevelopment and revitalization, specifically 4e Property owners will be impacted by flooding and climate change. Provide support for solutions that mitigate the negative impacts of climate change on businesses, developers and property owners.

vii. TRANSPORTATION 3. To promote public health, protect natural and cultural resources, and enhance livability by managing land use in ways that maximize the efficiency of the transportation system and minimize increases in vehicle miles traveled.

viii. TRANSPORTATION 4. To meet the diverse transportation needs of residents (including children, older adults and disabled) and through travelers by providing a safe, efficient, and adequate transportation network for all types of users (motor vehicles, pedestrians, bicyclists).

Specifically:

1. 4c. Continue to promote safe walking and biking to schools through coordination with the RSU; Police; Public Works; Sustainability and Environment Bicycle and Pedestrian Committee Ongoing Local initiatives

2. 4e. Continue to work with KELT and other hikers, bike riders, community health advocates, historic preservationists, and

a. motorized trail users as appropriate, to develop, maintain, and

3. In addition to compatibility with the neighborhood, the building must be consistent in terms of colors, materials, and other design items with the Gateway or Downtown goals of the City, if applicable.

Finding: There are no applicable Gateway or Downtown goals that apply to this project.

Contract rezoning request:

The applicant is proposing a contract rezoning for the site to accommodate lot coverage, and lower minimum density requirements.

Contract Rezoning is allowed by State statute under 30-A M.R.S.A. Section 4352(8) and is delegated to certain zones within the City of Bath as a provision of §8.20. The Mixed Commercial & Residential District (C2) is included in the areas where contract rezoning is allowed.

Applicant RTI: The applicant provided a copy of the purchase and sale agreement referenced in the application.

District conformance: The parcel is in the C2 – Mixed Commercial & Residential District. This district allows multi-family buildings. The applicant has applied for Contract Rezoning in accordance with the Zoning Summary Plan for the project area. The contract rezoning is for both the density and building height to achieve the desired number of units. The Zoning Summary Plan allocates up to 198 units for the project area. The Planning Board has previously approved a project in the area with up to 48 units. The applicant is proposing 84 units for this project, which would cumulatively result in 132 units.

Jurisdiction: Code Enforcement Officer Adam Jones determined the project was of a scope and scale that required Planning Board review and approval.

Waivers approved by the Planning Board:

- 10.03 F. Access Drive Construction -
 - The applicant has requested a waiver of the requirement for a 30-foot minimum radii as the proposed design calls for a tapered/flared condition on the entrance due to the existing 8’ wide sidewalk crossing.
- 10.06, A Parking and Loading – Off-street parking, Number of Spaces Required
 - The applicant has requested a waiver to provide 130 spaces for the proposed 84 units of housing, or 1.5 per unit.
 - *Staff note this waiver was not required, as the applicant was able to provide an adequate minimum number of spaces due to the reduction allowed by the EV Charging Infrastructure standards. See FOF below.*
- The applicant requests a waiver of the requirement to show trees 18 inches or more at the base. The plan objective is to minimize any cutting of the large trees around the site perimeter unless they are already dead.

Article 10: General Performance Standards

PART A PUBLIC FACILITY AND SAFETY PROTECTION

SECTION 10.02 ACCESS CONTROL AND TRAFFIC IMPACTS

The applicant is proposing to use a modified driveway access overlapping the existing one and moving it to the extent practicable to accommodate the desired site distance, to access the site from Congress Ave and is not considering alternative locations because of subsurface conditions and topography. Edgett Street residents also expressed concern about the use of that street during the previous site walk thus supporting the driveway access from Congress Avenue.

Access to parking is proposed to be internal only.

The applicant provided a traffic assessment from Diane Morabito of Sewall in Attachment H. The assessment includes the following information:

- There will be one 24' wide access driveway off Congress Ave. This will be a new driveway that replaces an existing driveway into the site.
- All proposed parking will be off a new entrance drive and there is no parking directly off Congress Ave.
- The proposed 84-unit project will not trigger a Maine Department of Transportation Traffic Movement Permit as the development will yield less than 100 trips in the AM or PM peak hour.
- The trip volumes in/out of the proposed parking lot do not warrant a need for separate turning lanes into the site based on the existing volumes.

On page 6, the assessment states that, "One of the most important safety factors to consider for a project with limited trip generation is sight distance from the access drive. This sight distance is measured ten feet back from the edge of travel way at a driver's eye height of 3.5 feet to an object height of 4.25 feet. The existing site drive is located at a speed zone change, where the speed limit changes from 25 mph to 35 mph. The Town standard for 35 mph is 350' while the MaineDOT requirement is 305'.

Gorrill Palmer conducted a field review and measured sight distances from the site drive on Congress Avenue. Sight distance to the left was found to exceed 400', meeting the higher city standard for the 35-mph speed zone. Sight distance to the right is 330', meeting the MaineDOT requirement for 35 mph roadways but not the city standard.

Sewall recommends that the city request MaineDOT to shift the 35-mph zone further north to encompass the site drive in the 25-mph zone since the City has had concerns with safety at the nearby intersection of Centre Street. If the lesser 25 mph speed zone is not relocated the access should still provide safe access since it meets the MaineDOT sight distance standard.

It is important to note that Sewall has not conducted a site visit to verify the sight distances reported by Gorrill Palmer. It is also important that no landscaping or signage be located in the driveway sight triangles that will limit or restrict sight distance in the future. The report recommends requesting DOT move the location of the speed limit change to accommodate the project.

No connections are proposed to adjoining lots.

The access drive is located more than 100 feet from the point of tangency of the nearest signalized or unsignalized intersection. The Ordinance requires a minimum distance of 50 feet.

The applicant states that based on the driveway alignment as shown on the site plans, the sight distance to the north is 330 feet and over 400 feet to the south. This meets the Maine DOT

standard of 305 feet for a posted speed of 35 mph but is slightly below the local standard of 10 feet for each mile per hour speed limit or 350 feet.

The report by Diane Morabito, P.E., PTOE of Sewall recommends that the City request Maine DOT to shift the 35-mph zone further north of the project site. The proposed change would encompass the project site in the 25 speed zone. The report also states that without the change, their opinion was that the current speed limits “should still provide safe access since it meets the Maine DOT sight distance standard.” *The Board may wish to advise the City to request Maine DOT change the location of the 35 mph zone, and/or grant the applicant a waiver of 10.02,K.*

Police Chief Andrew Booth commented that “May want to consider a turn lane on Congress” and “Concerns with speed limit – currently 35 mph – would like to see 30 or 25 if DOT allows” and “Significant concerns with future projected growth and increase of traffic on Congress – especially when school lets out.”

The applicant responded that “The Police comments include a suggestion for a turning lane from Congress Ave into the development driveway. The existing northbound side of Congress Ave includes an approximately 10’ wide travel lane and an approximately 10’ wide paved shoulder. We believe this will adequately provide for right turning movements into the site driveway.”, and “We appreciate the Chief’s support for a speed reduction on Congress and we will pursue the necessary steps with the Maine DOT to make this happen.”

SECTION 10.03 ACCESS DRIVE CONSTRUCTION

The applicant states that, “We have provided a progress plan to the Fire dept for their review. The site plan contains a 50’ diameter paved area at the end of the parking lot suitable for Fire apparatus to turn around. We are also providing a shared use pathway between the buildings that will function as a combined pedestrian route and vehicular route for occasional use by tenants and emergency apparatus.”

Following up on Planning Board comments that they prefer the space between buildings be limited to pedestrian use, the applicant conferred with the Fire Department and received approval of a change to the plan that would instead provide 20’ wide access lanes at the north and south ends of the space between buildings A and B as shown on the updated site layout plan (10.28.24 plan)

See waiver request.

G. Additional Requirements in the Shoreland Zone

None of the proposed development is located in the shoreland zone.

SECTION 10.04 CORNER CLEARANCES

N/A – not a corner lot.

SECTION 10.05 MULTIPLE PRINCIPAL BUILDINGS ON A LOT

The applicant states that they are amenable to a condition of approval that the lot may not be divided in the future unless the space and bulk regulations of the zone are met. At this time the applicant has no intent on dividing the parcel further despite there being three principal buildings on the lot. (See COA #4)

SECTION 10.06 PARKING AND LOADING

A. Off-street Parking, Number of Spaces Required

The applicant states that, “The code requires 1.75 spaces per dwelling unit for multi-family housing which equates to 147 spaces. The applicant is proposing 130 new spaces for 84 units onsite which is a ratio of 1.54 spaces per unit. There are a total of 72 studio/one-bedroom units and only 12 two-bedroom units, (a total of 96 beds) thus we believe that 130 parking spaces will be sufficient

The proposed parking lot will be paved and contain the following dimensions:

- o Parking spaces – 121 parking spaces at 9’ x 18’ size including six ADA spaces and nine parking spaces at 9’x20’ with EV charging, including two ADA spaces.
- o There is a total of eight ADA spaces including 6 van -accessible.
- o The site plan shows 6 EV Installed spaces and 24 EV-capable spaces for a total of 30. The code requires 6 EV installed and 24 EV-Capable spaces.
- o The main drive will be 24’ wide.
- o Provisions for bicycles and Electric bikes will be provided both for outside bike rack storage and electric bike charging.”

Staff note that per 10.06,F,3,(b) Where a parking minimum is required, EV-Capable spaces shall count as 1.5 and EV-Installed spaces shall count as 2.0 spaces as defined in Section 10.06.A. Where the applicant is proposing 6 EV installed spaces ($6 \times 2.0 = 12$) and 24 EV capable spaces ($24 \times 1.5 = 36$), the applicant is allowed a reduction of the difference $((12-6) = 6) + ((36 -24) = 12) = 18$ of the minimum parking space requirement. Where the code requires 147 spaces at 10.06, A to which the applicant is allowed a reduction of 18 per 10.06,F,3,(b); the applicant is thereby required to provide 129 spaces ($147 - 18 = 129$). Where the applicant is proposing 130 spaces, they will be exceeding the requirements of the ordinance.

B. Parking Lot Construction and Layout

The applicant is proposing two-way double-loaded parking. The proposed road width is 24’ and the proposed parking spots are a minimum of 18’ for a total of 60’ width curb to curb.

The applicant states that:

The proposed impervious area for the site will be 81,378 SF and the existing impervious area is 64,049 SF. The project will be installing new drainage collection and conveyance pipes to replace the existing. The increase in impervious area is small, nonetheless, several storage systems will be installed to capture and store pavement and roof runoff thus reducing post development runoff rate of release to less than pre-development rates. The site drainage currently ties into the municipal drainage system in Congress Ave and Centre Street and this will continue as part of the project.

Public Works Director, Lee Leiner, P.E., commented “It is unknown if the parking lot slopes are 1% minimum.” The applicant should clarify.

In a response to comments dated October 24, 2024, the applicant stated that they note the site grading provides for all parking lots to be graded at no less than 1% and no more than 6%. All ADA spaced will be graded at no more than 2%.

C. Parking Lot Landscaping

The landscaping for the project is shown on plan L-1.0.

The applicant states that the Landscape plan L-1.0 identifies several hundred trees and shrubs to be planted for screening and visual softening of the site from abutting properties and adjacent streets. The site layout places the buildings behind existing mature trees on Congress Ave and therefore the buffering will remain relatively dense, creating privacy for tenants etc.

Staff reviewed Plan L 1-00 and note that it includes eight parking lot islands that will contain large deciduous trees. It also shows a combination of retained vegetated buffers and new plantings that will screen or soften the view from Congress Ave.

The plan also depicts shrubs and trees to the south and southeast, to provide filter-screening from adjacent residential properties.

City Arborist Jack Hernandez reviewed the plan and commented in an email on October 30, 2024 and stated that everything looked in order and he had no objections to the plan.

Off-street Loading Standards

Not applicable due to this being a residential use.

Additional Requirements in the Shoreland Zone.

Not applicable due to the project being located outside Shoreland Zone.

Electric Vehicle Charging Infrastructure

o The site plan shows 6 EV Installed spaces and 24 EV-capable spaces for a total of 30. The code requires 6 EV installed and 24 EV-Capable spaces.

Staff note that the proposal satisfies the required number of 6 EV-installed spaces. The applicant is also proposing 24 EV-capable spaces. The applicant is proposing a total of 30 capable OR installed spaces.

SECTION 10.07 PEDESTRIAN CIRCULATION

The applicant states that: The site plan contains numerous sidewalks for connectivity of the site, parking lots, and buildings to the surrounding street system and to future pedestrian routes envisioned within the commonly owned property to the north. These sidewalks area highlighted in [page 9 of the application]. The layout includes a north-south shared access between Buildings A & B that will ultimately connect thru to the existing Anchorage and proposed Anchorage South sites. This will also be connected to the multi-use pathway along Congress Ave. Finally, pedestrian connectivity to the Whiskeag Trail will be provided within the 10 acre+ open space to the east.

SECTION 10.08 SETBACKS FROM FUTURE STREETS

No future streets are planned for this area, therefore this section is not applicable.

PART B ENVIRONMENTAL AND HEALTH PROTECTION

SECTION 10.14 EROSION AND SEDIMENTATION CONTROL

The applicant states that they and their contractor will abide by all the applicable erosion controls outlined in this section. Drawing C-4.0, Grading, Drainage and Erosion Control Plan, contains pertinent information on the required controls to be in place during the course of construction, including, but not limited to:

- o Sediment barriers around the site perimeter
- o Sediment barriers at all existing and proposed drainage inlets including catch basins and pipe inlets.
- o A temporary crushed stone stabilized construction entrance will be in place and maintained throughout the duration of construction.
- o Any slopes steeper than 3H:1V will be stabilized after seeding with erosion control blanket.
- o Centre Street and Congress Ave will be maintained free and clean of mud/debris on daily basis.
- o Dust will be controlled by use of water or calcium chloride.

In comments dated October 10, 2024, Public Works Director Lee Leiner, P.E. indicated that the information presented on the erosion control plan and notes is not detailed enough to address sections E.1 and E.2:

- E1. Where mulch is used, it must be applied at a rate of 1 bale per 500 square feet and must be maintained until a catch vegetation is established.

E2. Anchoring the mulch with netting, peg and twine, or another suitable method may be required to maintain the mulch cover.

The notes have been added to the Grading Plan, C-4.0.

SECTION 10.15 HAZARDOUS OR DANGEROUS WASTES AND MATERIALS

NA- use is residential

SECTION 10.16 REFUSE DISPOSAL

The applicant states that the site plan shows multiple solid waste enclosures each for the placement of two 5 or 6 CY waste containers that will be serviced by a contracted local waste hauler on a weekly or more frequent basis. The enclosures will consist of wood, PVC or slatted chain link fence and several plantings will be provided at the rear for screening outside of the enclosure.

In comments dated October 10, 2024, Public Works Director Lee Leiner, P.E. noted that there is no information presented on the availability of recycling for residents.

In a response to comments dated October 24, 2024, the applicant stated that “The owner routinely provides for the separation of recyclable and regular waste by providing separate containers for each. For this site they are providing three enclosure areas that will each have waste and recycling cannisters and/or totes for residents to use. The owner contracts with a local waste hauler for the routine management and disposal services”.

In a statement to the Planning Director on October 29, 2024, the applicant’s agent commented: The applicant is committed to providing both waste and recycling containers onsite and will use a qualified waste handling vendor to collect and property process both waste and recycling.

In response to comments dated October 24, 2024, the applicant stated that demolition debris will be removed from the site and disposed of at a licensed demolition debris processing facility. Wood debris may be processed for woodchips, biofuel or related recycling.

SECTION 10.17 SEWAGE DISPOSAL

The applicant states that the existing site currently contains a private gravity sewer service line connecting to the sewer in Edgett Street. The existing line appears to be in acceptable functional condition, however it will be video inspected prior to the start of work to assure it is in operable condition for the development. A new onsite gravity pipe collection system will connect the three buildings to tie into this existing line. The sewer volume increase is calculated to be 10,650 gpd which will be subject to the \$18.15/gal impact fee assessment. This amounts to \$193,297.50 See COA #12

SECTION 10.18 STORMWATER MANAGEMENT

The applicant states:

- The existing site contains 64,049 SF of impervious area within a work limit of 121,805 SF. The proposed development will result in a total of 81,378 SF for an increase of 17,329 SF. Besides local approvals, the project will require a Maine Department of Environmental Protection Stormwater Management Permit-by-Rule Notification for soils disturbance greater than 1 acre. This PBR will be filed at least 14 days prior to the commencement of activity.
- The proposed development includes new onsite drainage in the form of multiple catch basins and new storm drainpipe to capture and convey stormwater runoff within the site and to tie into new onsite storage areas. The storage areas will discharge to several points of interest while controlled to maintain peak discharge to at or below predevelopment levels. See the attached Stormwater management report in Attachment I.
- All catch basins will be fitted with 3' deep sumps and hooded outlets to capture floatables and sediment, thus providing a water quality treatment benefit.

In an email dated July 1, 2024, Public Works Director Lee Leiner, P.E. had the following limited questions: Section 10.18

- *What are the impacts on the adjacent property of outfalls 1 and 3?*

In a response to comments dated 10-24-24 the applicant responded:

“Outfalls 1 and 3 are both undisturbed areas of vegetation that are considered suitable for the proposed pipe discharges since water flowing from these spots will make its way to other existing stormwater conveyance paths and into closed systems on the Bath Housing property that tie into the drainage system in Centre Street. The design includes onsite storage of stormwater runoff to assure that post development conditions mimic the existing predevelopment conditions.”

- *In the application PDF file, catch basin sumps are specified as 3-feet deep on page 10 and 2-feet deep on page 168. Which is the correct depth?*

In a response to comments dated 10-24-24 the applicant responded,

“The catch basin sumps will be 3 feet for improved storage of sediment.” The note is now shown on Detail B on Sheet C-6.2.

SECTION 10.19 WATER QUALITY PROTECTION

The applicant stated that:

- The proposed development is residential in nature and is not expected to store, discharge, or permit the discharge of any liquid, gaseous, or solids materials to harm or pollute surface or

groundwater.

- There will be no storage of fuel or chemicals larger than in typical household quantities.
- The land use is not expected to involve any deposit on or into the ground or discharge to waters of the State any pollutant causing water quality impairment.

SECTION 10.20 ADEQUATE WATER SUPPLY

The applicant stated that:

- The project will be served by a new 6” water supply line out to Edgett Street where it will tie into an existing 8” public water supply main.
- The proposed buildings will each have a new 2” domestic water supply line and a 6” fire service line into the building off the existing 8” water supply main in Edgett Street. An ability to provide service confirmation request has been made to the Bath Water District. Each building will have a sprinkler system and the design team will coordinate with the fire department for the locations of Knox Boxes and annunciator panels for each building, as building permits are completed.

The Bath Water District commented on October 11, 2024 that all of their concerns had been addressed.

PART C NEIGHBORHOOD PROTECTION

SECTION 10.26 ACCESS TO BACK LOTS

This parcel does not meet the definition of a back lot, therefore this section is not applicable.

SECTION 10.27 EXTERIOR LIGHTING

The applicant states that:

Swaney Lighting has prepared a Site Lighting plan that accompanies this submission. The lighting plan includes 22 area lights at a mounting height of 14 feet and 23 building mounted lighting fixtures over the entrances. The area lights will be an LED Microstrike fixture by Beacon as shown on [page 11 of the application] and the wall fixtures are the Geopak LED fixture by Beacon. Information on the sight lighting is contained in Attachment E. Lighting intensity at the property lines will not exceed 0.2 foot candles. The lighting systems will contain controls to turn off the lighting from 11 pm to 6 am.

SECTION 10.28 HISTORIC AND ARCHEOLOGICAL RESOURCES

The applicant states that they issued a request to the Maine Historic Preservation Commission regarding the potential for historic or archeological resources at the site and they have replied that there will be no historic properties affected by the proposed undertaking, as defined by

Section 106 of the National Historic Preservation Act. The applicant submitted a copy of the letter, which was stamped as signed by the MHPC on August 28, 2024.

SECTION 10.29 LANDSCAPING AND SCREENING

The applicant has provided a landscaping plan (L L0-01, and L 1-00) that includes location, types of plants, minimum sizes, planting notes, maintenance notes, and spacing notes.

Staff note that the entire site will be screened from Congress Ave by retention of a mature stand of trees. The width of the vegetated screen on the plan C-3.0 ranges from approximately 20-30'.

Filter screening is provided to the south and southwest. The mix of on-site landscaping includes a mix of trees, shrubs, grasses and perennials. There are 99 deciduous trees, and 10 coniferous trees proposed.

The landscape plan depicts three lawn areas, two picnic tables, and a bench. Walkway areas connect the parking areas, through the lawn and landscaped areas, to the building entrances and exits, and to Congress Ave and the adjacent Anchorage property to the south.

City Arborist Jack Hernandez reviewed the plan and commented in an email on October 30, 2024 and stated that everything looked in order and he had no objections to the plan.

SECTION 10.30 NOISE

Not applicable due to this is a proposed residential development.

SECTION 10.31 SETBACK REDUCTION PLAN

Not applicable

SECTION 10.32 EXCEPTION TO SPACE AND BULK REGULATIONS

B. Height Exception

To be addressed via Contract Rezoning.

C. Setback Exception

Not applicable.

D. Yard Area Exceptions

Not applicable.

SECTION 10.33 VIEWSHED PROTECTION PLAN

Not applicable.

Section 10.34 R1 Setback Plan

Not applicable.

CONCLUSIONS (based on Bath LUC Article 12 Site Plan Review)

Based on the above findings and conditions below, the Planning Board finds that the proposed project will meet the requirements of the Land Use Code at Article 12, Site Plan Review.

ARTICLE 13 Subdivisions

Section 13.13 PERFORMANCE STANDARDS

B. Pollution

See 10.14 and 10.18 above.

C. Sufficient Water.

See 10.20 above.

D. Soil Erosion.

See 10.14 above.

E. Traffic Conditions.

See 10.02 above.

F. Sewage Disposal.

See 10.17 above.

G. Solid Waste

See 10.16 above

H. Impact on Natural Beauty, Aesthetics, Historic Sites, Wildlife Habitat, Rare Natural Areas or Public Access to the Shoreline.

See FOF under 10.28 above.

The subdivision as proposed, will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the City, rare and irreplaceable natural areas, or any public rights for access to the shoreline.

I. Conformance with Ordinances and Plans.

The applicant is applying for a contract zone to meet Minimum Lot Area per dwelling unit, and Maximum height allowed for structures. As noted in the Contract Zoning application, the applicant is meeting multiple policy goals of the 2023 Comprehensive Plan.

The Future Land Use Plan portion of the 2023 Comprehensive Plan at page 16 identifies the site in the Commercial Corridors, and states that Bath's Commercial Corridors subarea stretches along the roads of Route 1 from Bath's boundary to High Street, State Road, and Congress Avenue north to Morse High School. Public input reflects a desire to use these already-developed areas more intensely, improve safety for all road users, and to create a more welcoming entry to the City that encourages people to stop here, not just pass through. High density residential use is desired here.

Staff note that the mix of high density residential dwellings, significant landscaping, pedestrian amenities, and public open space conservation are elements that align directly with the future land use plan for this portion of the growth area.

J. Financial and Technical Capacity.

The applicant submitted a letter from NBT Bank dated September 27, 2024 indicating they are supportive of financing the project proposed by Developers Collaborative, pending formal approval.

The applicant has retained qualified contractors and consultants to prepare the development plans, and does not have a history of construction violations.

K. Impact on Water Quality or Shoreline

The applicant is not proposing any part of the project to be situated within 250' of any wetland or river.

L. Impact on Groundwater Quality or Quantity

Staff notes the subdivision will be on public water and sewer systems. See findings under Section 10.19 above.

M. Floodplain Management.

Not applicable. The project is not located in a special flood hazard area.

N. Identification of Freshwater Wetlands

The applicant provided an NRCS medium intensity soil survey information identifying the site soils as very rocky soils, with no wetland soils identified. Staff independently verified no wetlands located on or abutting the site using US Fish & Wildlife Service GIS information. Wetlands were not identified by the applicant or observed on site during the site walk.

O. Stormwater Management.

See 10.18 above.

P. Spaghetti-lots Prohibited

Not applicable.

Q. Impact on Adjoining Municipalities

Not applicable.

CONCLUSIONS (based on Bath LUC Article 12 Site Plan Review)

Based on the above findings and below conditions, the Planning Board finds that the proposed project will meet the requirements of the Land Use Code at Article 12, Site Plan Review.

CONCLUSIONS (based on M.R.S.A. 30-A, §4404 Subdivision Review)

***Note that underlined portions in the conclusions below indicate decisions**

1. The proposed subdivision will/will not result in undue water or air pollution.
2. The proposed subdivision has/does not have sufficient water available for the reasonably foreseeable needs of the site plan.
3. The proposed subdivision will/will not cause an unreasonable burden on an existing water supply.
4. The proposed subdivision will/will not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.
5. The proposed subdivision will/will not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed.
6. The proposed subdivision will/will not provide for adequate sewage waste disposal.
7. The proposed subdivision will/will not cause an unreasonable burden on the municipality's ability to dispose of solid waste.
8. The proposed subdivision will/will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.
9. The proposed subdivision conforms/does not conform with a duly adopted site plan regulation or ordinance, comprehensive plan, development plan, or land use plan.
10. The developer has/does not have adequate financial and technical capacity to meet the standards of this section.
11. The proposed subdivision is/is not situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, Chapter 3, subchapter I, article 2-B M.R.S.A.

12. The proposed subdivision will/will not alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.
13. The proposed subdivision is/is not situated entirely or partially within a floodplain.
14. All freshwater wetlands within the proposed subdivision have/have not been identified on the plan.
15. Any river, stream, or brook within or abutting the subdivision has/has not been identified on any maps submitted as part of the application.
16. The proposed subdivision will/will not provide for adequate storm water management.
17. (N/A) If any lots in the proposed subdivision have shore frontage on a river, stream, brook, or great pond as these features are defined in Title 38, section 480-B, none of the lots created within the subdivision have/do not have a lot depth to shore frontage ratio greater than 5 to 1.
18. The long-term cumulative effects of the proposed subdivision will/will not unreasonably increase a great pond's phosphorus concentration during the construction phase and life of the proposed subdivision.
19. (N/A) For any proposed subdivision that crosses municipal boundaries, the proposed subdivision will/will not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located.
20. Timber on the parcel being subdivided has/has not been harvested in violation of rules adopted pursuant to Title 12, section 8869, subsection 14.

Conditions of Approval:

Standard Conditions:

1. Approval is dependent upon and limited to the proposals and plans contained in the application materials, and supporting documents and oral representations submitted and affirmed by the applicant, and conditions, if any, imposed by the Planning Board, and any variation from such plans, proposals, and supporting documents and representations are subject to review and approval in accordance with the Land Use Ordinance.
2. All work shall be completed in accordance with Best Management Practices for Soil Erosion and Sediment Control. Erosion and sedimentation management measures must be implemented during every phase of construction. The amount of exposed soil throughout construction must be minimized. Any exposed ground area must be temporarily or permanently stabilized within one week from the time it was actively

worked by use of riprap, sod, seed, mulch, or other measures.

Additional Conditions (Site Plan):

3. The required discretionary conditions of the proposed contract zone must be approved and adopted into the Land Use Code.
4. The lot may not be divided in the future unless the space and bulk regulations of the district in which the lot is located are met (required by 10.05).
5. THAT THE APPLICANT WORK WITH THE CITY TO REQUEST THE DOT TO REDUCE THE SPEED LIMIT TO THE NORTH SUFFICIENT TO SATISFY CITY'S SIGHT DISTANCE REQUIREMENT.
6. THAT THE PERMIT BY RULE APPLICATION BE SUBMITTED TO THE CITY PLANNER AT THE SAME TIME IT IS SUBMITTED TO THE DEP AND A FOLLOW-UP CONFIRMATION OF NO OBJECTION.
7. THAT A FINAL RECORDED COPY OF THE CONSERVATION EASEMENT BE SUBMITTED TO THE CITY PLANNER.
8. THAT THE FINAL ACCESS POINT TO THE CONSERVATION EASEMENT ALONG THE NORTHERLY BOUNDARY BE CONFIRMED TO THE CITY PLANNER.
9. THAT A FINAL AREA AND LOCATION FOR BIKE RACKS BE SUBMITTED TO THE CITY PLANNER.
10. THAT AN AGREEMENT WITH BATH HOUSING CONCERNING ACCESS FROM THE SOUTHERLY PROJECT TO THE CONSERVATION AREA AND FOR THE APPLICANT OVER BATH HOUSING'S CENTRAL CORRIDOR BE SUBMITTED TO THE CITY PLANNER.
11. THAT THE APPLICANT RECEIVE AN EXTENSION OF SIX MONTHS ON THE TIME FOR INITIATING CONSTRUCTION.

Additional Conditions (Subdivision):

12. Prior to issuance of a building permit, the applicant shall pay the required sewer impact fee.
13. Prior to building permit issuance, the applicant shall submit a performance guarantee, in accordance with City of Bath Land Use Code 13.16, A, 1 or 2.



NEW BUSINESS

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: City Manager

Requested Action: Order

Title

Appointment of Interim Public Works Director**Summary**

This action will confirm and ratify the City Manager's appointment of Chris Wallace as the Interim Public Works Director, effective January 1, 2025. Chris has been a 28-year employee for the City starting as a Wastewater Pump Operator and stepping into greater supervisory roles over the years, including Wastewater Treatment Plant Superintendent and Deputy Director of Public Works. He served as Union Shop Steward while in the Union, has managed numerous people and projects, and has a solid understanding of all Public Works divisions.

This interim position will provide continuity for Public Works leadership as we assess department needs and hire for other internal positions.

Staff Comments

Action: Recommend for passage

City Manager**Introduced for:** New Business



CITY OF BATH

Date:

Appointment of Interim Public Works Director

Pursuant to Section 404 of the Charter of the City of Bath and the requirements of Title 30-A M.R.S. Section 3153, the City Council of the City of Bath hereby ratifies and confirms the City Manager's appointment of Christopher Wallace as the interim Public Works Director for the City of Bath, effective January 1, 2025.

12/4/2024

2024-131

**CITY COUNCIL ACTION**

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: Parks & Recreation

Requested Action: Order

Title

Acceptance of Gift - Meg Barker of Embark Maine Tours**Summary**

Meg Barker of Embark Maine Tours has been offering tours of Oak Grove Cemetery and has offered to donate a portion of the proceeds to the City to be earmarked for monument and cemetery restoration.

Staff Comments

This is such a wonderful idea. Not only does it help tell the history of the cemetery but it also puts aside monies that are well needed to restoration. Staff have worked with Meg to provide a wonderful experience for participants.

Action: Recommend for passage

City Manager**Introduced for:** New Business



CITY OF BATH

Date: 12/04/2024

Acceptance of Gift - Meg Barker of Embark Maine Tours

BE IT ORDERED by the City Council of the City of Bath, per Title 30-A M.R.S. Section 5653, that the City accepts a monetary gift of \$350.00 (three hundred fifty and 00/00 dollars) from Meg Barker of Embark Maine Tours for cemetery upkeep. Be it further ordered that the City Manager is authorized to execute such documentation as may be necessary, appropriate and convenient to the acceptance of the conditional gift and may accept future gifts from Ms. Barker for this purpose.



CITY COUNCIL ACTION

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: Fire & Rescue

Requested Action: Order

Title

Approving EMS contract with the town of Georgetown

Summary

The Town of Georgetown has requested the City of Bath Fire & Rescue Department provide backup emergency medical services to the Town of Georgetown.

Staff Comments

This is a backup service provided by the city as available. The execution of this agreement would mirror the agreement we have with the Town of Woolwich.

Action: Recommend for passage

City Manager

Introduced for: New Business



CITY OF BATH

Date:

Approving EMS contract with the town of Georgetown

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH THAT AGREEMENTS TO PROVIDE BACKUP EMS SERVICES TO THE TOWN OF GEORGETOWN, FOR THE PERIOD RUNNING JANUARY 1, 2025, THROUGH JUNE 30, 2025, AS APPENDED TO THIS ORDER, ARE HEREBY APPROVED AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE THESE CONTRACTS ON BEHALF OF THE CITY OF BATH.

AGREEMENT

This Agreement made this _____ day of _____, 2024, by and between the CITY OF BATH, hereinafter referred to as the City, and the INHABITANTS OF THE TOWN OF GEORGETOWN, hereinafter referred to as the Town:

1. Services Provided. The City agrees to provide emergency medical services to the Town on a 24-hour "back-up" basis during the term of the Agreement and any renewal thereof. It is agreed that the Georgetown Fire Department will provide primary emergency medical services and transport for the Town. In the event that the Georgetown Fire Department is unable to respond to an emergency medical call, the city will provide emergency medical services and transport if a Bath ambulance is available. Livery or non-emergency service will not be provided. Emergency medical services rendered on the scene and the transport of patients shall be in accordance with applicable State of Maine EMS protocols, which provide, in part, that the highest licensed EMT will be in charge of patient care. Emergency medical services shall be defined as patient assessment and treatment when required by Maine EMS protocols and will not be limited to patient transport only.
2. Payment. The Town agrees to pay for the said ambulance services in accordance with the following:
 - a. Base payment. In order to assure the availability of ambulance services, the Town shall pay the City on an on-call basis at the rate of Four Hundred Fifty-three Dollars and fifty-six cents (\$453.56) per call effective January 1, 2025, for each call when services are provided, billing to be in accordance with Paragraph 3 hereunder; however, in those instances when an ambulance is dispatched but no services are rendered upon arrival at the site, the rate shall be Two Hundred Twenty-Five Dollars (\$225.00) per call.
 - b. Per call fee. In addition to the base payment numerated above, the Town shall pay to the City a per-call fee based on the attached rate schedule, per ambulance call made by the City within the municipal territorial limits of the Town. This payment is to be made regardless of the domicile or residence of the person or persons to whom any service may be rendered. Dispatch of additional rescue units to the same call will result in an additional charge per unit equal to the per call base payment stated in sub-paragraph 2(a) when rescue services are rendered; and a charge of Two Hundred Twenty-Five Dollars (\$225) per unit per call when no services are rendered. Collections and statements shall be in accordance with Paragraph 3 below.
3. Collections and Billing Statements. Charges for services rendered under this Contract shall be collected in the same manner as charges for services rendered within the City of Bath. Such

billings shall be forwarded to a collection agent. Bills that are uncollected and the billing service charge shall be sent to the Town on a quarterly basis for payment. In addition, the Town shall be advised of which accounts remain uncollected, and the Town may institute whatever collection procedure it may deem appropriate. The per-call charges provided for in Paragraph 2(a) shall also be billed quarterly.

4. Term. The term of this Agreement shall be for six months commencing on January 1, 2025, and terminating on June 30, 2025. It is further provided that this Agreement may be renewed, upon the Agreement of the City and the Town, for such additional periods as they may deem appropriate, and upon terms of payment as they may agree upon.
5. Increase of Base Payment During the Contract Term. The base payment amount set forth in Paragraph 2(a) shall increase annually on July 1st of each year during the contract term. The increase in base payment shall be determined by the National Consumer Price Index (the "CPI"). The Department of Labor determines the CPI for the United States government for the calendar year which ends within the immediately preceding fiscal year.
6. Cancellation. The Agreement may be canceled and terminated by either party hereto by giving thirty (30) days written notice to the other party of their intention to terminate this Agreement; however, it is the predetermined intent of the parties to keep this Agreement in force and with the understanding that alternative arrangements for providing acceptable emergency medical service are to be studied and developed.

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 Marc Meyers, its City Manager, hereunto duly authorized, and the INHABITANTS OF THE TOWN OF GEORGETOWN have caused this instrument to be signed by, its Town Administrator, thereunto duly authorized, the day and year first above written.

Signed, Sealed, and Delivered
in presence of

CITY OF BATH

By: Marc Meyers
Its: City Manager

Date:

TOWN OF GEORGETOWN

By: Tyler Washburn
Its: Town Administrator

Date:



CITY COUNCIL ACTION

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: City Clerk

Requested Action: Resolution

Title

Setting meetings of the City Council for 2025

Summary

Per the Charter of the City of Bath, Chapter II, Sec. 214; the City Council shall establish by resolution a regular place and time for holding its regular meetings.

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: Select



CITY OF BATH

Date:

Setting meetings of the City Council for 2025

Be It Ordered by the City Council,

That, in accordance with Section 214 of Chapter 2 of the Charter of the City of Bath, the City Council will adopt the 2025 Council Meeting Calendar and will conduct its meetings beginning at 6:00pm in the Council Chambers, Third Floor at City Hall

Updated November 27, 2024

City Council Calendar 2025

January 8 (moved from January 1, New Year's Day)

January 15

February 5

February 19

March 5

March 19 (budget presentation)

April 2 (regular meeting, budget workshop)

April 9 (budget workshop)

April 16 (special meeting, budget workshop)

April 30 (budget workshop)

May 7

May 21 (budget public hearing)

June 4 (budget approval)

June 11 (election results)

June 18

July 2

July 16

August 6

August 20

September 3

September 17

October 8 (moved from October 1, Yom Kippur)

October 15

November 5 (election results)

November 19

December 3

December 17 (committee workshop)

Updated November 27, 2024

City Council Budget Workshops 2025

April 2

Recreation, Forestry, Cemeteries, Sewer Utilities, Public Works, Solid Waste

April 9

Fire & Ambulance, Harbormaster, Police, Parking Management, Animal Control

April 16

BCTV/IT, City Clerk, Elections, GA, Codes, Planning, Facilities, Train Station/Trolley, Assessor, TIFs

April 30

Admin, Prof Services, Council, Quasi Municipality, Central Services, Utilities, Insurance, Employee Benefits, Finance, Debt Retirement



CITY COUNCIL ACTION

Meeting Date

Item No.

Requested Council Meeting Date: December 4 , 2024

Responsible Dept: Finance

Requested Action: Ordinance

Title

Chapter 7 Purchasing and Finance, Section 7.117 Sales; Real Estate

Summary

See Attached

Staff Comments

Action: Recommend for passage

City Manager

Introduced for: New Business

2024 CHANGES TO SALE PROCEDURES FOR TAX-ACQUIRED PROPERTY

MMA Legal Services Guidance

Updated May 15, 2024

In 2024 the Maine Legislature enacted a third version of 36 M.R.S. 943-C, creating significant changes to a law that had also been revised in 2023. See PL 2023, c. 640. The new 2024 sale procedures are discussed below.

Summary of 2024 changes:

- The Notice of Impending Foreclosure (36 M.R.S. § 943) is revised.
- The municipal officers must still send a pre-sale notice to the former owner of tax-acquired property 90 days before the board lists the property for sale. However, the former owner no longer must respond requesting the “special sale process;” the special sale process is now required for sales to third parties.
- Licensed real estate agents (in addition to brokers) may list tax-acquired property.
- The law clarifies when municipal officers have been “unable to list or sell property” through a real estate broker/agent (and therefore may use another sale process).
- The definition of “excess sale proceeds” is revised.
- A new post-sale notice of intent to distribute proceeds must be sent to the former owner(s) and any party that had a recorded interest in the property.
- An itemized accounting of sale proceeds may be requested by the former owner.
- A process is provided for situations where tax-acquired property will be retained for municipal use.
- Municipalities may provide the required post-sale notice of intent to distribute proceeds by publication if the former owner(s) cannot be located; unclaimed excess sales proceeds for unlocated former owners will be forwarded to State Treasurer.
- A notice must be recorded in the registry of deeds confirming distribution of excess proceeds.
- The law revises and limits the deemed waiver resulting from the former owner’s acceptance of excess proceeds.
- The 2024 amendments take effect August 9, 2024.



CITY OF BATH

Date:

Chapter 7 Purchasing and Finance, Section 7.117 Sales; Real Estate

See attached

CHAPTER 7.

PURCHASING AND FINANCE

Article 1. PURCHASE AND SALE OF PROPERTY

§ 7.117 Sales - real estate

Section 7.117 Sales; Real Estate

A Real Estate.

1. General. With the exception noted in Subsection 2 below regarding tax acquired property, the City Council shall determine when and in what manner real estate owned by the City of Bath may be disposed of. The City Council may consider disposing of real estate under the following methods:

- a. Sale by solicitation of public bids;
- b. Sale by solicitation of limited bids where the market of the property appears limited to a few potential purchasers;
- c. Lease where use of the property by another entity is deemed appropriate and in the city's interest but permanent disposal of the property is deemed inappropriate.
- d. Sale to an abutter without bid process where the nature of the property is such that only an abutter would have any interest in acquiring the real estate;
- e. Gift of the property without compensation to the City where it is deemed to be in the city's best interest (i.e. conveyance of property to a non-profit entity providing a service of benefit to the citizens of Bath, or disposition of real estate to put the property back on the tax roles etc.)
- f. Any other disposition of real estate by a method that is deemed by the City Council to be in the best interest of the City of Bath.

2. Tax Acquired Property. Property which has been acquired by the City of Bath for nonpayment of taxes pursuant to 36 M.R.S.A. Section 943, and for which the period of redemption has expired, may be returned by Municipal Quit-Claim Deed to the taxpayer who was the owner of record of the property at the time of acquisition by the City, or that taxpayer's successor in interest. The Quit-Claim Deed is to be executed by the City Manager and the City Treasurer without the necessity of Council action. The Deed shall not be delivered to the taxpayer or successor until the payment of all back taxes, interest and costs, including such taxes, together with appropriate interest and costs thereon, which would have become assessed and due during the period it was City owned. (Ord. 5/6/98)

A. Purpose. The purpose of the following Sections is to establish clear and concise guidelines for the disposition of property acquired by the City of Bath in accordance with tax and sewer lien foreclosure provisions.

B. Definitions.

For the purposes of this chapter, the following definitions shall be observed in the construction of this chapter:

FORECLOSED TAX LIEN.. A tax lien mortgage that has automatically foreclosed pursuant to 36 M.R.S. §§ 942 and 843. This shall include properties liened for unpaid sewer assessments.

JUST VALUE FOR THE CURRENT YEAR TAXES NOT ASSESSED. The amount of taxes that would have been assessed to the property had it not been owned by the municipality on April 1 of the year in which it is sold by the municipality. (NOTE: The purpose of this definition is to recover for the benefit of the municipality payment of all back taxes, interests, and costs, including such taxes, together with interest and costs thereon, which would have become assessed and due during the period that it was City owned.)

LAND OR LANDS. That portion of the physical surface of the earth either natural or modified by man to a permanent or semipermanent site and all natural or man-made resources therein or thereon. For the purposes of this chapter, "land" shall be commonly referred to as "real estate property," as cited below.

MAIL. Regular, first-class mail posted at any United States Postal Office, postage prepaid, unless some other method is prescribed by Statute or Ordinance.

MANUFACTURED REAL ESTATE PROPERTY. Any structure, building or dwelling, the same being constructed or fabricated elsewhere and transported, in whole or in part, to and placed, set or installed permanently or temporarily upon land within the municipality. For the purpose of this chapter, "manufactured real estate property" shall be commonly referred to as "real estate property," as cited above.

MUNICIPALITY. The City of Bath, Maine.

MUNICIPAL OFFICERS. The City Council of the City of Bath, Maine.

PRIOR OWNER. The person or persons, entity or entities, heirs or assigns to whom the property was most recently assessed for municipal taxes.

MUNICIPAL QUITCLAIM DEED. A signed, legal instrument releasing the municipality's right, title or interest in real estate property, acquired by virtue of foreclosed tax liens, to an individual or individuals, entity or entities, without providing a guaranty or warranty of title to the same.

REAL ESTATE PROPERTY. All land or lands and all structures, buildings, dwellings, tenements and hereditaments, including manufactured real estate property, located or relocated upon any land or lands connected therewith and all rights thereto and interests therein.

TAX-ACQUIRED PROPERTY. That real estate property tax acquired by the municipality by virtue of a foreclosed tax or sewer lien as cited above.

TAX LIEN. The statutory lien created by 36 M.R.S. § 552.

C. Management and Administration.

A Committee will be established to review all tax-acquired property no sooner than 60 days after the annual automatic foreclosure date and to make a recommendation to the City Council. A final decision on each property will be made by the Council. The Committee will be made up of the Finance Director (Tax Collector), City Manager, Deputy Finance Director, Finance Committee. The Committee may include the Director of Economic and Community Development if a commercial property is at issue.

Sale of foreclosed properties (36 M.R.S. -)

Notwithstanding any provision of law to the contrary, after the foreclosure process under sections 942 and 943 or sections 1281 and 1282 is completed and the right of redemption has expired, if a municipality chooses to sell to someone other than the former owner, the municipal officers or their designee shall use the sale process under subsection 3. For the purpose of this section, "former owner" means the owner or owners of record at the time of foreclosure or, if deceased, the former owner's heirs, devisees or personal representatives and "tax-acquired property" means real property taken by a municipality for nonpayment of property taxes. If the municipality agrees to sell the property back to the former owner, the alternative sale process under this section does not apply. If the sale to the former owner is not completed, the requirements of this section are reinstated. [PL 2023, c. 640, §3 (AMD).]

1. Subject property.

[PL 2023, c. 358, §1 (RP).]

1-A. Subject property. This section governs the sale of all tax-acquired property through the tax lien mortgage foreclosure process under sections 942 and 943 or sections 1281 and 1282.

[PL 2023, c. 640, §3.]

2. Notification; appeal. At least 90 days prior to listing property for sale, the municipal officers or their designee shall send a written notice to the last known address of the former owner, by United States Postal Service certified mail, return receipt requested, and first-class mail, of the sale process described in subsection 3. The State Tax Assessor shall prepare notices that must be used by municipalities to inform former owners of the sale process provided under subsection 3.

[PL 2023, c. 640, §3 (AMD).]

3. Sale process requirements. When selling a tax-acquired property, the municipal officers or their designee shall:

A. List the property for sale at the highest reasonable price at which the property is anticipated to sell with a real estate broker or agent licensed under [Title 32, chapter 114](#) who does not hold an elected or appointed office in the municipality and is not employed by the municipality; [PL 2023, c. 640, §3 (AMD).]

B. Convey the property via quitclaim deed to the successful buyer at the highest price at which the property is able to sell within 12 months after listing; [PL 2023, c. 640, §3 (AMD).]

C. Pay to the former owner any sale proceeds in excess of:

(1) The sum of all taxes owed on the property;

(2) The sum of all taxes that would have been assessed on the property during the period following foreclosure when the property is owned by the municipality;

(3) All accrued interest;

(4) Fees, including advertising, mailing, recording, property listing and real estate broker's or agent's fees, to the extent that those fees are not included in the broker or agent fee agreement;

(5) Any other expenses incurred by the municipality in selling, maintaining or improving the property, including, but not limited to, documented administrative costs and reasonable attorney's fees;

(6) The cost to the municipality of the lien and foreclosure process, including, but not limited to, reasonable attorney's fees; and

(7) Unpaid sewer, water or other utility charges and reasonable fees imposed by the municipality; and [PL 2023, c. 640, §3 (AMD).]

D. Provide to the former owner a written accounting of the amount of excess sale proceeds itemizing any deductions made pursuant to [paragraph C](#), subparagraphs (1) to (7) at the former owner's request. [PL 2023, c. 640, §3.]

[PL 2023, c. 640, §3 (AMD).]

4. Effect of inability to contract or sell property.

[PL 2023, c. 358, §1 (RP).]

4-A. Effect of inability to contract or sell property. If, after 3 attempts, a municipality is unable to contract with a real estate broker or agent for the sale of the property as described in [subsection 3](#) or the broker or agent is unable to sell the property within 12 months after listing, the municipal officers may sell the property in any manner authorized by the municipality's legislative body, as long as the municipality pays the former owner any excess sale proceeds as calculated in [subsection 3, paragraph C](#). [PL 2023, c. 640, §3.]

5. Property in the unorganized territory. With regard to the sale of property acquired by the State through tax lien foreclosure in the unorganized territory, the State Tax Assessor has the obligations of a municipality under this section.

[PL 2017, c. 478, §3.]

6. Waiver of former owner. Receipt of excess sale proceeds by the former owner pursuant to this section is deemed to be a waiver of any right of the former owner to commence any action pursuant to [section 946-B](#). Failure of a municipality to file the notice required by [subsection 11](#) does not nullify or otherwise affect the validity of the waiver under this subsection. This subsection may not be construed to prevent the

former owner from commencing an action for damages relating to the effective conveyance of excess sale proceeds or the amount of excess sale proceeds. [PL 2023, c. 640, §3 (AMD).]

7. Retention of tax-acquired property. If a municipality chooses to retain a tax-acquired property for municipal use, the municipality shall procure an appraisal report from an appraiser licensed to provide real estate appraisals in this State showing the value of the tax-acquired property being retained. The appraiser may not hold an elected or appointed office in the municipality or be otherwise employed by the municipality. The municipal officers, after providing the notice required by subsection 8, shall pay the former owner any excess sale proceeds as calculated in subsection 3, paragraph C, substituting the value of the tax-acquired property as shown in the appraisal report, which must be prepared within 120 days before the time the excess sale proceeds are paid, for the selling price of the tax-acquired property. [PL 2023, c. 640, §3.]

8. Notice of intent to pay excess sale proceeds. If after the sale of a tax-acquired property there exist any excess sale proceeds as described in subsection 3, paragraph C, at least 30 days prior to disbursement of those excess sale proceeds to the former owner the municipal officers shall send written notice of the municipality's intent to pay the former owner the excess sale proceeds. The notice must be sent by first-class mail and certified mail, return receipt requested, to the last known address of the former owner and the last known address of each record holder of an interest in the tax-acquired property. This notice does not limit the right of a lienholder to pursue any claims to the excess sale proceeds against the former owner otherwise available by law. [PL 2023, c. 640, §3.]

9. Notice by publication. If the municipality is unable, after reasonable diligence, to locate the former owner of a tax-acquired property in order to send the notice required in subsection 8, the municipality, once a week for 3 consecutive weeks, shall place a notice in a newspaper of general circulation in the county in which the tax-acquired property is located. The notice must include the name of the former owner, a description of the tax-acquired property that was sold, the amount of the excess sale proceeds and the date by which the excess sale proceeds must be claimed. [PL 2023, c. 640, §3.]

10. Transfer of proceeds. If, after provision of notice under subsection 9, a former owner fails to claim the excess sale proceeds within 30 days of the final published notice, the municipality shall transfer the excess sale proceeds to the Unclaimed Property Fund under Title 33, section 2141. [PL 2023, c. 640, §3.]

11. Notice of payment of proceeds. A municipality, within 10 days of payment of any excess sale proceeds to the former owner under this section, shall record in the registry of deeds of the county or registry district where the tax-acquired property is located a notice signed by the municipal officers. The notice must include the name of the former owner to whom the excess sale proceeds were paid, the amount of the excess sale proceeds, the date on which the excess sale proceeds were paid to the former owner, a description of the tax-acquired property that was sold and a statement that receipt of the excess sale proceeds by the former owner is deemed to be a waiver of the former

owner's right to commence any action challenging the taking pursuant to [section 946-B](#).

The State Tax Assessor shall prescribe the form of the notice to be used by municipalities under this subsection.

[PL 2023, c. 640, §3.]

SECTION HISTORY

PL 2017, c. 478, §3. PL 2019, c. 401, Pt. A, §10 (AMD). PL 2023, c. 358, §1 (AMD). PL 2023, c. 523, Pt. A, §8 (AMD). PL 2023, c. 640, §3 (AMD).

~~Department Heads. City Department Heads shall be advised as to the City's considering of how to dispose of City owned property and whether or not there is any City need for retaining the property.—~~

~~The Finance Director, with assistance from the Assessor and Code Enforcement Officer, will provide the Committee with background information concerning the property, which will include the status of the building and/or land, names of prior owner(s), assessed value, current photos, history of the property, condition, neighborhood issues, and a list of any current occupants. The Committee will forward its recommendation to the City Council for review and approval.~~

~~If the Council authorizes a sale of any property, a 60-day letter will be mailed out to the prior owner(s) as a last attempt for the prior owner(s) or successor(s) in interest to redeem the property. The former owner or successor will be permitted to repurchase the property for a price that is not less than all taxes, interest, associated costs and any other charges assessed thereon by the City. In the event the owner fails to redeem their interest within the 60-day time period, the City will proceed with disposal of the property per the City's policy on Disposition of City property.~~

~~Generally. The Committee will determine on how to best use the land/buildings and make a recommendation to the full City Council. The proceeds from any sale of tax-acquired property shall be designated to the general fund. Recommendations with regard to the disposal of tax-acquired property shall be in accordance with the general considerations listed for disposal of real estate in Section 7.108(G)(5), however, the Committee shall not be limited to that list but may make such recommendations as they deem appropriate and in the City's best interests. Each property shall be evaluated on a case-by-case basis. The Finance Director will provide relevant information to the Management Committee and a recommendation will be made whether to evict an occupant and sell the property or sell the property with the occupant remaining in place (with the purchaser to decide whether the resident will remain after the sale), or retain the property and allow the occupant to remain in the home as a party in possession. Property with an occupant in possession may continue to be taxed and liened in accordance with State law.~~

~~D. Procedures for Specific Types of Tax-Acquired Properties:~~

~~1. Vacant Land: The Committee will determine how best to use the land and make a~~

~~recommendation to the full City Council. Depending on size and location, the recommendation may be to offer/sell it to the abutters, bid/proposal for sale, market it to specific groups, or preserve it as open space.~~

~~2. Commercial Property: The Committee will determine what is in the best interest of the City on how to dispose of the property and make a recommendation to the full City Council. The recommendation may include, but is not limited to, selling the property through a bid, auction, or request for proposals or Bath Development Corporation.~~

~~3. Multi Unit Property: The Committee will determine what is in the best interest of the City on how to dispose of the property and make the recommendation to the full City Council. The recommendation may include, but is not limited to, selling the property through a bid, auction or request for proposals, or partnering with Bath Housing.~~

~~4. Single Family Residential Property: Each property will be evaluated on a case-by-case basis. The Finance Director will provide relevant information to the Committee and a decision will be made whether to evict the resident and sell the property, sell the property with the resident remaining in place (with the purchaser to decide whether the resident will remain after sale), or retain the property and allow the resident to remain in the home as a party in possession. Property with a party in possession may continue to be taxed and liened in accordance with State Law.~~

~~5. Occupant: If the City allows a resident to remain in a property, upon transfer of the property to a new owner or upon possession by any other person other than the former owner, all amounts due to the City must be paid in full. If the former owner ceases to be in actual physical possession of the residential tax acquired property, it may be offered for sale or otherwise disposed of as determined by the City, pursuant to established laws and local ordinances.~~

~~E. Disposition.~~

~~Should the committee and municipal officers determine that title to tax acquired property be relinquished rather than retained by the municipality, the following shall be observed:~~

~~(1) The Committee shall also make a recommendation whether or not an appraisal is necessary prior to offering the property for bid or otherwise disposing of it. An appraisal shall be the normal course of conduct; however, any appraisal may be waived by action of the City Council.~~

~~(2) **Bidding required.** Within 60 days after acquisition of tax acquired property by the municipality, the municipal officers shall direct the finance director or City Manager's Office to solicit public bids for the sale of the tax-acquired property and shall receive, open and read aloud submitted bids.~~

~~(3) **Notice to owner, owner's rights of redemption.** Prior to the time the municipal officers cause public notice of impending public sale of tax acquired property as set forth in~~

~~section (4) of this section, the Finance Director or City Manager's Office shall send notification of such impending public sale and request for bids to the person to whom the property was most recently assessed for municipal taxes. The notification shall contain the same information which would be contained in the public notice under subsection (4) of this section and shall additionally notify the recipient that the recipient may, at any time prior to the public notice of bids, tender full payment of all outstanding taxes, tax liens, interest and all costs, including but not limited to notice and insurance costs, and in so doing may redeem the property and be entitled to a quit claim deed from the municipality. The notice provided for by this subsection is a matter of courtesy only, and the failure of the municipality to send this notice shall not create any legal rights in any person. The failure of the finance director to send this notice, or the fact that the notice has not been received or understood by the person to whom it was sent, shall not invalidate the sale or use of the tax-acquired property pursuant to this division, nor shall such failure provide a legal basis for any legal action against the municipality or municipal officers or any employee thereof. This redemption shall not apply to property which the municipal officers elect to retain rather than to put out to bid.~~

(4) Posting and publication of notice. ~~The Finance Director shall cause a public notice of the impending sale of tax-acquired property to be posted within City Hall and on the City's website and social media.~~

(5) Required submittals by bidders. ~~The Finance Director or City Manager's Office shall require the following for proper submission: a.) Name, Address and contact information for the bidder. b.) A bid sheet shall be submitted containing a full description of the property being bid upon and the bid price in U.S. currency. c.) A certified cashier's check or postal money order, in an amount not less than ten percent of the bid price, shall be included as a deposit on the bid. Failure to submit a deposit shall cause the bid to be automatically rejected.~~

(6) Delivery of bids. ~~The Finance Director or City Manager's Office shall require that those bid items cited in subsection (5) of this section be sealed in a single plain envelope marked only "Tax-Acquired Property Bid" on the exterior and either be hand delivered to the municipality, or, if mailed, be enclosed within a second envelope addressed to the Bath City Manager's Office 55 Front Street, Bath, Maine 04530. All bids must be received by the municipality no later than 10:00 a.m. EST on the date that bids shall be opened and read.~~

(7) Right to reject bids; re-offering of property. ~~The Finance Director or City Manager's Office shall retain the right to accept or reject any and all bids submitted and shall cause the same disclaimer to be noted in any public notice soliciting bids in accordance with this division. Should the Finance Director or City Manager's Office reject all bids, or in the absence of any bids, the property may be offered again for public sale without notice to that person cited in subsection (3) of this section.~~

(8) Notification of successful bidder. ~~The Finance Director or City Manager's Office shall notify, via mail, any successful bidder.~~

~~**(9) Disposition of deposits.** The Finance Director or City Manager's Officer shall, as a credit to payment, retain the submitted bid price deposit of any successful bidder, and shall return all other submitted deposits.~~

~~**(10) Time limit for payment.** The Finance Director or City Manager's Office shall require payment in full from any successful bidder within 30 calendar days following the date when the bids are opened and read and the successful bidder has been notified (see subsection (11) of this section for exception). Should the bidder fail to pay the full balance, the municipality shall retain the bid price deposit and title to the proffered property.~~

~~**(11) Extension of title for payment.** The Finance Director or City Manager's Office may, subject to a show of good faith on the part of the bidder, extend the time limit a one-time-only additional 20 days, within which full payment must be received.~~

~~**(12) Form of deed.** The Finance Director or City Manager's Office shall issue only a municipal quit claim deed to convey title to tax-acquired property.~~

~~**(13) Removal of occupants.** The successful bidder shall be responsible for the removal of any and all occupants of purchased tax-acquired property and shall, in writing, forever indemnify and save harmless the municipality from any and all claims arising out of the sale of the tax-acquired property brought by the occupants of the purchased property or their heirs or assigns.~~

term to expire
7/2027

Darci Wheeler

From: no-reply@services.evo.cloud
Sent: Wednesday, November 20, 2024 11:43 AM
To: Darci Wheeler
Subject: Appointment Application - New Form Submission for Bath, Maine

Follow Up Flag: Follow up
Flag Status: Flagged

A new submission has been received for Appointment Application at 11/20/2024 11:42 AM

First Name:: Cory

Last Name:: King

Address:: 520 Quaker Meeting House Road, Durham, ME 04222

Phone:: 2076495282

Your Council Ward Number:: 1

Email Address:: Cory@midcoastmaine.com

Preferred Method of Contact:: Phone

I wish to be considered for:: Reappointment

Name of Board/ Commission/ Committee:: Economic Development

Committee Experience:

Date(s) you attended this Board/Commission/Committee's meetings:: Nearly every month on the 4th Tuesday since I was appointed

Members of the Board/ Commission/ Committee with whom you spoke and when:: Jennifer DeChant, at every monthly meeting and in between meetings too

How did these experiences affect your interest in the Board/ Commission/ Committee?: I should mention I selected Council Ward #1 bcause it was a required question but my seat is an at-large seat. As the Executive Director of the Bath-Brunswick Regional Chamber the work on this committee parallels the projects we are continually workign on in a seamless way. It's a great way for me to engage and support the business and citizen interests in the City of Bath

Have you every served on a City Board/ Commission/ Committee?: Yes

If yes please list the Board/ Commission/ Committee and years of service: Economic Development Committee I believe beginning in 2022 but it could have been 2021 or 2023

Please outline past and present expertise skills employment that you think may be relevant:: As the ED of the chamber, my network of businesses in Bath and 18 years as a chamber of commerce executive

give me a wealth of knowledge on city related issues, ordinances and creating practical policies

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 just think it's a really good fit and I look forward to helping the City on all projects that come before us whether it's signage, food truck policy, the cannery project, parking or any other of myriad of issues that may arise.

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

Hardly any at all. I take 1-3 weeks of vacation typically per year but even then I am usually still around.

Date:

11/20/24

Signature:

Cory King



term to expire
10/2027

Darci Wheeler

From: no-reply@services.evo.cloud
Sent: Tuesday, November 12, 2024 2:52 PM
To: Darci Wheeler
Subject: Appointment Application - New Form Submission for Bath, Maine

A new submission has been received for Appointment Application at 11/12/2024 2:52 PM

First Name:: Bruce
Last Name:: Brennan
Address:: 10 Bridge St
Phone:: 2078371926
Your Council Ward Number:: 1
Email Address:: brennan_bruce@comcast.net
Preferred Method of Contact:: Phone
I wish to be considered for:: Reappointment
Name of Board/ Commission/ Committee:: Community Forestry Committee
Committee Experience:
Date(s) you attended this Board/Commission/Committee's meetings:: Reappointment
Members of the Board/ Commission/ Committee with whom you spoke and when:: Reappointment
How did these experiences affect your interest in the Board/ Commission/ Committee?: Reappointment
Have you every served on a City Board/ Commission/ Committee?: Yes
If yes please list the Board/ Commission/ Committee and years of service: Same
Please outline past and present expertise skills employment that you think may be relevant:: Reappointment
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?: Continue preservation work at Butler Head. Redeveloping the City Nursery
How many months are you away from Bath in a 12 month period?: None
Date: 11/12/2024
Signature: Bruce Brennan



Letter to expire
11/2029

Darci Wheeler

From: no-reply@services.evo.cloud
Sent: Monday, November 4, 2024 7:36 PM
To: Darci Wheeler
Subject: Appointment Application - New Form Submission for Bath, Maine
Attachments: Resume 2024.doc

Follow Up Flag: Follow up
Flag Status: Flagged

A new submission has been received for Appointment Application at 11/04/2024 7:35 PM

First Name:: John
Last Name:: Marsh
Address:: 16 Garden St, Bath
Phone:: 798-9252
Your Council Ward Number:: 4
Email Address:: johncmarshjr@gmail.com
Preferred Method of Contact:: Email
I wish to be considered for:: Reappointment
Name of Board/ Commission/ Committee:: Bath Water District
Committee Experience:
Date(s) you attended this Board/Commission/Committee's meetings:: Second Monday monthly
Members of the Board/ Commission/ Committee with whom you spoke and when:: All
How did these experiences affect your interest in the Board/ Commission/ Committee?: I have a desire to learn more about our water supply and assist the water district however possible to assure a fine and potable product.
Have you every served on a City Board/ Commission/ Committee?: Yes
If yes please list the Board/ Commission/ Committee and years of service: Bath Water District - 3 years to present
Comprehensive Plan (15+ years ago) Community Development Block Grant - 15 years Bath Housing Loan Review - 15 years Waterfront Park Planning - 2 years Bath Development Corporation - 10+ years
Please outline past and present expertise skills employment that you think may be relevant:: -42 years experience in financial analysis at Bath Savings -long history of community involvement
Resume (Optional): Resume 2024.doc

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

I have been on the board since 2020 and have found my participation to be rewarding and my financial background may be helpful to the district.

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

three+ commutative

Date:

various

Signature:

John C Marsh Jr



John C Marsh Jr

16 Garden Street

Bath, Maine 04530

207-798-9252

johnemarshjr@gmail.com

AFFILIATIONS:

2020 – present

Bath Water District

- Board of Directors

1975 – 2016 Bath Savings Institution

- Senior Vice President Commercial Lending and Community Development
 - Responsibilities include all aspects of consumer, mortgage, & commercial lending since 1975
 - Community Reinvestment Act Officer, leading the Bank to Outstanding ratings since 2002
 - Regulation O Compliance Officer

2013 – 2017 Maine Housing

- Commissioner

2016 – 2021 Maine Community Foundation

- Sagadahoc County Foundation Representative

1998 – 2014 United Voice Community Land Trust

- Treasurer
- Loan review

2009 - 2016 Sagadahoc Preservation, Inc.

- Treasurer
- Executive Committee
- Winter Street Oversight committee
- Sanctuary Renovation committee
- Development committee

1976 – Present

Bath Rotary Club & Bath Rotary Charitable Trust

- Treasurer 1976 - 1999
- Club President 1999 – 2000

2002 – 2016 Main Street Bath

- Past Chair Promotions Committee
- Past ten-year Treasurer
- Past Co-Chair Organizational Committee
- Past Heritage Days Committee
- Summer Music Sponsor Coordinator

1998 - 2016 City of Bath

- **Community Development Block Grant Committee**

- **Housing Loan Review Committee**
- **Waterfront Park Committee**
- **Bath Development Corporation**

1976 – 2008 Patten Free Library –

- Trustee 1976 - 2007
- Treasurer 1976 - 2000
- Past Development Committee Chair
 - Past Annual Giving Committee - Guided annual giving activities and increased giving from \$43,000 to over \$80,000
 - Past Endowment Committee - worked to increase community visibility with the goal to increase endowment from \$4million to over \$5million
- Past Member of the Finance Committee
 - Assisted with Endowment administration
 - Member of the planning team

2008 – 2009 Oak Street Co-Op

- Advisory Board to Limited Equity Housing Cooperative

2003 Tedford Homeless Shelter – Bath research committee

1997 Graduate of MMLI – Mid Coast Maine Leadership Institute

1995 – 2000 Genesis Community Loan Fund Board Member

1988 – 1992 Sagadahoc Preservation Inc.

- Trustee

1988 – 1993 Bath Area Chamber of Commerce

- Trustee, Treasurer, Membership Chairman

1994 – 1996 United Way MidCoast Maine

- Co-Chair FAIR Committee

1979 - 1981 Bath Childcare Services

- Founding Director, Treasurer