

AGENDA
CITY COUNCIL OF THE CITY OF BATH, MAINE

Regular Meeting

Wednesday, October 7, 2020 6:00 p.m.

City Council Chambers, Bath City Hall

We encourage your comments and views and appreciate your participation in your local government.

A. Roll Call

Election Update Presentation by City Clerk, Darci Wheeler

B. Public Hearings:

- 1) **ORDINANCE:** Land Use Code Amendment Article 3 (*second passage*) @6:01p.m.
- 2) **Public Hearing:** Acceptance of Community Enterprise and Housing Assistance CDBG Grant

C. Consent Agenda:

(Items as marked with an asterisk () on the agenda shall be considered routine matters not requiring debate. In the case of items marked with an asterisk, the motion as stated in parenthesis following the items on the agenda shall be considered to have been passed by the City Council as part of the Consent Agenda. Any Councilor wishing to have any item so 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.)*

***3) Minutes** of the previous Bath City Council Meeting of September 2, 2020 (motion to accept as presented)

D. Time Devoted to Residents to Address the City Council:

E. Orders, Resolutions and Ordinances:

- 4) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the General (Presidential) Election to be held on Tuesday, November 3, 2020
- 5) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the Municipal Election to be held on Tuesday, November 3, 2020 for City Councilors to be Elected, Ward 1, 6, and At Large, 3 Year Term
- 6) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the RSU 1, Board of Directors Election held on Tuesday, November 3, 2020 for Bath Municipal-Residence Position, Three Year Term, Woolwich Municipal-Residence Position, Three Year Term, and Phippsburg Municipal-Residence Position, Three Year Term
- 7) **ORDER:** Registrar of Voters' hours for the November 3, 2020 General (Presidential), Municipal and RSU#1, Board of Directors' Election.

8) **ORDER:** Approval of Transfer, 15 M.R.S.A. §5824(3) & §5826(6) Drug Forfeiture

9) **ORDER:** Approving Authorization BIW Tax Increment Financing District Budget (FY 2020)

10) **ORDER:** Approving Authorization Wing Farm TIF District Budget (FY 2020)

11) **ORDER:** Approving Authorization Downtown TIF District Budget (FY 2020)

12) **ORDINANCE:** Chapter 8A. General Assistance Maximums for October 1, 2020 to September 30, 2021, *(first passage)*

13) **RESOLUTION:** To accept funds for Community Enterprise and Housing Assistance CDBG Grant

14) **ORDER:** To approve sale of Water Street Property

15) **ORDER:** To approve Sugarbush Lease

F. Petitions & Communications:

G. City Manager's Report:

H. Committee Reports:

I. Unfinished Business:

J. New Business:

16) Reappointment of James Hopkinson and Clarence Stilphen terms to expire 9/2023 to Planning Board

Reappointment of Joel Austin term to expire 9/2023 to Zoning Board

Appointment of Mara Pennell term to expire 7/2023 to Community Development Committee

Appointment of Marsha Munsey Knowles term to expire 2/2024 to Bath Housing Authority Commission

K. Councilor Announcements:

EXECUTIVE SESSION

Real Estate Matters per 1 MRSA §405(6)(C)

ADJOURN

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:

ARTICLE 3: PERMIT ADMINISTRATION AND APPROVAL PROCESS

SECTION 3.04 BUILDING PERMITS

C. Applications for Permits

All applications for building permits must be submitted in writing to the CEO on forms provided for the purpose. The application must be accompanied by the following information:

1. ... If after reviewing the information provided or from a site inspection the location of any property line is not obvious to the CEO; or if the CEO cannot confirm from the information provided or from inspecting the site that all setback, yard-area, or lot coverage requirements are met; ~~or if the setbacks or yard areas of any proposed building or structure are not at least 100 percent greater than required by this Code,~~ the CEO may require the applicant must to provide a boundary survey prior to the issuance of a permit to address any boundary or bulk and spaces issues.

Public Hearing Notice
The City of Bath

The City of Bath will hold a Public Hearing on Wednesday, October 7, 2020, at 6 p.m. via remote meeting, to discuss acceptance of a Community Enterprise and Housing Assistance CDBG Grant. The purpose of the grant is for the development of greenspace and sidewalk on Castine Avenue and the development of affordable housing units at 26 Summer Street.

Public comments will be solicited at this Public Hearing and will be submitted as part of the Project Development Phase. Persons wishing to participate in this Public Hearing will be able to do so via a link to the City Council meeting that can be found on the City of Bath's website, www.cityofbath.com, in advance of the meeting. There is also a phone number to access the Public Hearing, available on the City's website or by calling Marc Meyers at 443-8330. The public will be able to participate in this Public Hearing via audio only.

Comments may also be submitted in writing to: Marc Meyers, City of Bath, 55 Front Street, Bath, ME 04530, at any time prior to the Public Hearing. TDD/TTY users may call 711. If you are physically unable to access any of the City's programs or services, please contact Marc Meyers at 443-8330, so that accommodations can be made.



City of Bath, Maine

**REGULAR MEETING MINUTES
City Council of the City of Bath, Maine
Wednesday, September 2, 2020 6:00 PM
Remote Zoom Meeting**

Present: Councilor Bailey, Councilor Paulhus is absent, Councilor Nordmann, Councilor Leonard, Councilor DeChant, Councilor Bauer, Councilor Park, Councilor Ambrosino and Madame Chair, Eosco.

Also Present: City Manager Owen, City Solicitor Therriault and City Clerk Wheeler

Madame Chair Eosco called the meeting to order at 6:01 PM.

Annual Bath Housing Update and Discussion of Portfolio Reposition Initiative by Debora Keller, Executive Director

Heads Up Pedestrian Safety Initiative Presentation by Patrick Adams

C. Consent Agenda 6:41pm

*1) Minutes of the previous meeting of August 5, 2020 Council Meeting (motion to Accept as Presented)

Motion made by Councilor Park to accept as presented, seconded by Councilor Bauer.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Nordmann, Leonard, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

Madame Chair asks for public comment, seeing none she reads the following Ordinance.

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:

ARTICLE 3: PERMIT ADMINISTRATION AND APPROVAL PROCESS

SECTION 3.04 BUILDING PERMITS

C. Applications for Permits

All applications for building permits must be submitted in writing to the CEO on forms provided for the purpose. The application must be accompanied by the following information:

1. ... If after reviewing the information provided or from a site inspection the location of any property line is not obvious to the CEO; or if the CEO cannot confirm from the information provided or from inspecting the site that all setback, yard-area, or lot coverage requirements are met; ~~or if the setbacks or yard areas of any proposed building or structure are not at least 100 percent greater than required by this Code~~, the CEO may require the applicant must to provide a boundary survey prior to the issuance of a permit to address any boundary or bulk and spaces issues.

Motion made by Councilor Park to accept as presented, seconded by Councilor Leonard.

CEO Scott Davis explained the reason for the change to this ordinance. Councilor Leonard agrees that the smaller projects could benefit from this. She asks if there are a lot of these projects wanting to happen? Councilor Park asks for clarification regarding the waiving of the boundary survey.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Nordmann, Leonard, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

Second passage will be on October 7, 2020 at 6:01pm

G. City Manager's Report: None

H. Committee Reports: 6:55pm

Councilor Bailey reports that Community Development reports that there is an opportunity for someone to join with banking experience. She also reports that the vacant property update from Scott has had a great improvement. The Transportation Committee is watching measures put in to place to reduce traffic and parking in the South end.

Councilor Ambrosino reports that Forestry Committee will be meeting as well as Finance Committee in the next month.

Councilor Park explains that the Forestry Committee will be working on an ADA compliant trail at Butler Head. The Facilities Committee, the Morse Reuse Study recap and Harriman associates will be conducting a second study with the options so keep your eyes open. Main Street Bath and the City are opening the information center until mid-October thanks to the Grant due to Covid-19. Kindness Day happened and it was a great thing to see.

Madame Chair Eosco expresses the work that has been done at the Maple Grove Cemetery is amazing.

J. New Business:

3) Reappointments of Andrew Perry and Pamela Allen terms to expire 8/2023 to Old Bath Customs House

Reappointment of Richard Bisson term to expire 7/2023 to Community Development Committee

Reappointment of Sean Ireland term to expire 7/2023 to Economic Development Commission

Reappointment of Gregory Johnson term to expire 9/2023 to Planning Board

Madame Chair Eosco asks for any other nominations, seeing none she asks for a roll call vote.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Nordmann, Leonard, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

K. Councilor Announcements:

Councilor Ambrosino explains how kindness day worked well with Merrymeeting Gleaners giving of vegetables and mint and having fun with it. She questions whether there will be a makeup for landfill cleanup day.

Councilor Bailey seconds what was previously said about Merrymeeting Gleaners.

Councilor Nordmann announces that the Senior Center is offering exercise classes that he has enjoyed.

Madame Chair Eosco asked for a motion to enter Executive Session at 7:12pm.

Councilor Ambrosino made motion, seconded by Councilor Park. All in favor.

Councilor Park made motion to exit Executive Session, with Councilor Ambrosino second at 7:46pm.

Madame Chair Eosco read the following Order.

**ORDER
SPECIAL ELECTION**

WHEREAS, the City Council of the City of Bath, pursuant to Section 209 of the Charter, has the authority and obligation to determine vacancies in the office of Councilor; and

WHEREAS, there is a vacancy in the office of City Councilor at Large for the remainder of the term expiring on the first Wednesday of December, 2022, due to the resignation of the incumbent Mari H. Eosco effective November 4, 2020; and

WHEREAS, the vacancy in office is for more than six (6) months and a special election is required to fill the remaining term of the vacancy.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the At Large Council seat due to expire the first Wednesday of December, 2022 be and hereby is declared vacant, effective November 4, 2020, and that a Special Election to fill the remainder of the term for the At Large seat be held on November 3, 2020; and

BE IT FURTHER ORDERED that a Warrant be prepared and issued to notify and summons the Inhabitants of the City of Bath qualified to vote that a Special Municipal Election will be held at Bath Middle School Cafeteria, 6 Old Brunswick Road, on the 3rd day of November, in the year of our Lord Two Thousand Twenty, at 8 o'clock in the forenoon, then and there, to cast their votes at the Special Municipal Election for:

Councilor At Large to be Elected:

One to be Elected for the remainder of a term
to expire the first Wednesday in December 2022

and, BE IT FURTHER ORDERED, that said polls are to be kept open until 8 o'clock in the afternoon of said day and then be closed; and

BE IT FURTHER ORDERED that nomination papers be prepared and made available for candidates for the office on September 4, 2020 and that these nomination papers be submitted and filed with the City Clerk's Office no earlier than 8:30 A.M. on Tuesday, September 8, 2020, and no later than 4:30 P.M. on Tuesday September 22, 2020.

Motion made by Councilor Park to accept as presented, seconded by Councilor Leonard.

City Solicitor Theriault explains the paperwork process and the discrepancy that happened due to having 2 at large positions being offered at election with different term lengths. This Order will reestablish a special election with a shortened time frame with new paperwork for the 2 year remaining term seat.

Councilor Bauer to add that the at large terms are deliberately staggered.

Councilor DeChant makes motion to support the Order as read. Councilor Park second.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Nordmann, Leonard, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

Councilor DeChant makes motion to except the Order as read. Councilor Park second.

ORDER

In City Council
October 7, 2020

BE IT HEREBY ORDERED BY THE CITY COUNCIL, AS FOLLOWS:

That, the Notice of State of Maine General Election be prepared and issued to notify and summons the inhabitants of the City of Bath, qualified to vote, that the General (Presidential) Election will be held at their respective Wards 1-7 inclusive, on Tuesday, November 3, 2020 for the purpose of determining the following questions:

To determine:

Federal and State Offices to Be Voted On:

President and Vice President
U.S. Senator
Representative to Congress, District 1
State Senator, District 23
State Representative, District 52

County Offices

Judge of Probate
Registrar of Probate
County Sheriff

Absentee Ballots shall be processed early on October 31, 2020, 9am until 4pm and November 1, 2020 starting at 9am and continuing until all ballots received at that time have been processed and at the Bath Middle School on Election Day at the following times: 8:00am until 8:00pm.

The polls shall be opened at 8:00am and closed at 8:00pm.

State of Maine
November 3, 2020 General Election
Notice of Intent to Process Absentee Ballots Prior to Election Day

Municipality Bath

Date/Time of Early Processing (check all that apply):

☐ **Tuesday, October 27, 2020****

1-Hour Inspection Time Period: _____
Time Processing Begins: _____

☐ **Wednesday, October 28, 2020****

1-Hour Inspection Time Period: _____
Time Processing Begins: _____

☐ **Thursday, October 29, 2020****

1-Hour Inspection Time Period: _____
Time Processing Begins: _____

☐ **Friday, October 30, 2020****

1-Hour Inspection Time Period: _____
Time Processing Begins: _____

☒ **Saturday, October 31, 2020****

1-Hour Inspection Time Period: 9 am
Time Processing Begins: 10 am or immediately after insp.

☒ **Sunday, November 1, 2020****

1-Hour Inspection Time Period: 9 am
Time Processing Begins: 10 am or immediately after insp

☐ **Monday, November 2, 2020****

1-Hour Inspection Time Period: _____
Time Processing Begins: _____

Location and address that early processing will occur: City Hall 55 Front

This Notice is for notifying the Secretary of State and the chairs of each political party of the municipality's intent to process absentee ballots prior to Election Day. A Copy of this Notice must also be posted with the Notice of Election at least 7 days prior to the election.

A True Copy
Attested


(Signature of Municipal Clerk)

Date 9/30/2020

**** Clerk has read and will comply with the Uniform Guidelines for Securing Ballots and Other Materials.** DLW
Clerk initials

ORDER

In City Council
October 7, 2020

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH, THAT:

Warrants be prepared and issued to notify and summons the inhabitants of the City of Bath, qualified to vote, that the Municipal Candidate/Referendum Election (Wards 1-7) will be held at Bath Middle School, 6 Old Brunswick Road, on the Tuesday following the first Monday of November, the same being the 3rd day of said month, in the year of our Lord Two Thousand Twenty, at 8 O'clock in the forenoon, then and there, to cast their votes at the Municipal Election in their respective Wards for:

City Councilors to be Elected:

Ward One	One to be Elected for a three year term
Ward Six	One to be Elected for a three year term
Ward At Large	One to be Elected for a three year term

and, be it further ordered, that said polls are to be kept open until eight o'clock in the afternoon of said day and then be closed.

City of Bath

**WARRANT FOR CALLING THE
MUNICIPAL ELECTION for
RSU1 Board of Directors
Tuesday, November 3, 2020**

Article 1. To choose by secret ballot the following:

Board of Directors for RSU1:

- One (1) Bath Municipal-Residence Position** for a three-year term
- One (1) Phippsburg Municipal-Residence Position** for a three-year term
- One (1) Woolwich Municipal-Residence Position** for a three-year term

Voting Place Name and Location:

Bath Middle School

6 Old Brunswick Road, Bath

Polls Open at 8:00AM

Polls Close at 8:00PM

A person may register to vote on or before Election Day.

Pursuant to Title 21-A, Section 759(7), absentee ballots will be processed at the Bath City Hall, 55 Front Street in Bath on October 31st, 2020 from 9:00AM until 4:00PM and on November 1st, 2020 from 9:00AM until complete.

Approved by vote of the Selectmen in a public meeting, _____

Chairman

Attest: _____
Darci Wheeler, City Clerk

Date: _____

ORDER

BE IT ORDERED by the City Council of the City of Bath, that the hourly schedule for the office of the Registrar of Voters shall be from 8:30 a.m. to 12 p.m. and 1 p.m. to 4:30 p.m. Monday through Friday prior to the Special Municipal Election to be held Tuesday, November 3, 2020, except for Saturday, October 24, 2020 from 11:00 a.m. to 2:00 p.m. and Wednesday, October 28, 2020 from 8:30 a.m. to 12 p.m. and 1 p.m. to 7 p.m. at the City Clerk's Office, 55 Front Street.

Voters may register on the Day of the Election from 8:00 a.m. to 8:00 p.m. at the polls at the Bath Middle School Cafeteria, 6 Old Brunswick Road.

EB



**CITY OF BATH
POLICE DEPARTMENT**

MICHAEL W. FIELD
CHIEF of POLICE
ANDREW M. BOOTH
DEPUTY CHIEF

250 Water Street

Bath, Maine 04530

(207) 443-5563

Memorandum

To: Members of the City Council
From: Michael W. Field, Chief of Police
Date: September 29th, 2020
Ref: Drug Forfeiture

Please see the attached letter from the Maine Attorney General's Office regarding a drug forfeiture case. The letter explains the process of the forfeiture, which requires your approval.

Keith Harris was arrested and charged with Conspiracy to Aggravating Trafficking, a Class B felony on March 5th, 2020 at a residence in Brunswick. This was a result of a search warrant executed by MDEA - MidCoast Task Force and Brunswick Police Department. Mr. Harris was a supplier of Fentanyl from New York.

Based on our Drug Detective being part of this substantial case, we are hopeful to receive the forfeited funds, if approved by the Court.

I respectfully ask the City Council to accept the attached Approval of Transfer. If you have any questions, please contact me.

AARON M. FREY
ATTORNEY GENERAL



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006
September 2, 2020

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPSCOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

Chief Michael Field
Bath Police Department
250 Water Street
Bath, ME 04530

RE: State of Maine vs. Keith Harris
Cumberland County Unified Criminal Court Doc. No. CR-20-1239
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Field:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law

enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Johanna Gauvreau for".

Johanna Gauvreau
Assistant Attorney General
CRIMINAL DIVISION

Enclosure

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
Docket No. CR-20-1239

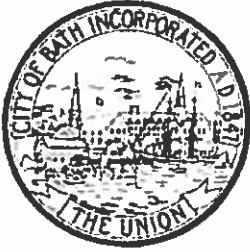
State of Maine	}	
	}	
v.	}	Municipality of Bath
	}	Approval of Transfer
Keith Harris,	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$1,276.00 U.S. Currency,	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Bath, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) In Rem, or any portion thereof, on the grounds that the Bath Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Bath, Maine does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Bath municipal legislative body on or about

Dated: _____

Municipal Officer
Bath, Maine
(Impress municipal legislative body seal here)



City of Bath

Finance Department

Bath City Hall – 55 Front Street

Bath, Maine 04530

Telephone: (207) 443-8338 - Fax: (207) 443-8397

Juli Millett, C.P.A.

Finance Director

Juli Millett, Finance Director

jmillett@cityofbath.com

Linda McCourt, Staff Accountant

lmccourt@cityofbath.com

Susan Hunt, Payroll Supervisor

shunt@cityofbath.com

September 29, 2020

To: City Council Members

From: Juli Millett, Finance Director

CC: Peter H. Owen, City Manager

Re: TIF Budget Approval

BIW TIF Budget 2021 – The BIW TIF budget for FY 2021 is \$1,669,010. This amount has increased from the prior year, due to a larger increment. Besides the debt service budgeted in the TIF, also budgeted are Economic Development Salaries, projects, and contributions to Main Street Bath. Projects budgeted for this year include Commercial Street sidewalk construction, Elm Street Plaza Construction, Downton Façade program, and waterfront floats survey, Commercial Street Construction and an additional Bridge Loan program due to COVID.

WINGFARM TIF Budget 2021 – The WINGFARM TIF budget for FY20210 is \$124,717. The budget includes a partial payment on the street bond, and an allocation to Public Works for road maintenance. Part of the Public Works allocation will be paid with the previous year's surplus.

DOWNTOWN TIF Budget 2021 – The Downtown TIF budget for FY 2021 is \$98,777 and is allocated to pay the debt service payment and some administration fees.

ORDER
APPROVING AUTHORIZATION
BIW TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2021)

Be It Hereby Ordered By the City Council of the City of Bath that one million six hundred sixty-nine thousand ten dollars and 00/100 (\$1,669,010) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project Costs Accounts from the fiscal year commencing July 1, 2020 and terminating on June 30, 2021 for the following purposes:

TIF REVENUE	
INCREMENT	<u>\$1,674,906</u>
TOTAL REVENUE	<u>\$1,674,906</u>
EXPENSES	
DEBT SERVICE	\$543,660
CONTRIBUTION TO BATH LOCAL DEVELOPMENT CORPORATION	\$172,350
CONTRIBUTION TO MAIN STREET BATH	\$32,500
ECONOMIC DEVELOPMENT PROJECTS ACCOUNT	\$905,000
TRAIN STATION/TROLLEY FUNDING-TRANSFER	<u>\$15,500</u>
TOTAL	<u>\$1,669,010</u>
SURPLUS	<u>\$5,896</u>

**ORDER
APPROVING AUTHORIZATION
WING FARM TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2021)**

Be It Hereby Ordered By the City Council of the City of Bath that one hundred twenty-four thousand seven hundred seventeen dollars and 00/100 (\$124,717) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project Costs Accounts from the fiscal year commencing July 1, 2020 and terminating on June 30, 2021 for the following purposes:

REVENUE

INCREMENT	<u>\$97,527</u>
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TOTAL REVENUE	<u>\$97,527</u>
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EXPENSES

PUBLIC WORKS ALLOC**	\$27,190
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STREET BOND DEBT PAYMENT	\$39,716
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PUBLIC WORKS ALLOC	\$57,811
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TOTAL EXPENSES	<u>\$124,717</u>
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SURPLUS (DEFICIT)

	<u><u>\$(27,190)</u></u>
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**From previous year's surplus

**ORDER
APPROVING AUTHORIZATION
DOWNTOWN TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2021)**

Be It Hereby Ordered By the City Council of the City of Bath that one hundred and eight thousand seven hundred seventy-seven dollars and 00/100 (\$108,777) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project Costs Accounts from the fiscal year commencing July 1, 2020 and terminating on June 30, 2021 for the following purposes:

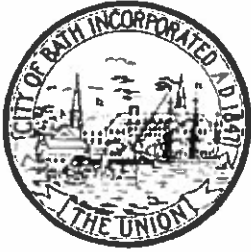
REVENUE	
INCREMENT	<u>\$277,024</u>
 TOTAL REVENUE	 <u>\$277,024</u>
 EXPENSES	
DEBT SERVICE PAYMENT	\$98,777
ECODEVO MANAGER	<u>10,000</u>
 TOTAL EXPENSES	 <u>\$108,777</u>
 SURPLUS	 <u>\$168,247</u>

BIW TIF BUDGET FY 2021

TIF REVENUE	FY 2021		FY 2020		FY 2020	
	Detail	Budget Summary	Detail	Budget Summary	Detail	Actual Summary
INCREMENT		\$1,674,906		\$1,549,298		\$1,549,298
TOTAL REVENUE		<u>\$1,674,906</u>		<u>\$1,549,298</u>		<u>\$1,549,298</u>
EXPENSES						
DEBT SERVICE		\$543,660		\$827,043		826,666
2002 Streets Project DS	129,765		132,225		131,708	
2003 Comm. St. P.S./Sewer DS SRF	44,036		45,374		45,374	
2004 Streets DS (for 2005 projects)	-		44,215		44,215	
1999 Paving/Outfall/Centre St DS	-		228,656		228,656	
2006 Wastewater Bond	13,219		13,432		13,570	
2011 SRF LOAN	59,274		60,074		60,075	
2013 SRF LOAN	18,978		19,038		19,039	
Street Bond	116,763		118,654		118,654	
Zorach Fountain	21,650		22,250		22,250	
River Walk Debt Payment	139,975		143,125		143,125	
CONTRIBUTION TO BATH DEV CORP		172,350		147,750		164,050
City Manager	37,400	30%	35,800	30%	35,800	
Marketing Community Spec	32,650	75%	30,000	75%	30,000	
Planning Director	52,300	75%	50,250	75%	50,250	
Assistant City Mgr/ Comm. Dev	50,000	65%	31,700	50%	48,000	
CONTRIBUTION TO MAIN STREET BATH		32,500		32,500		32,000
Annual Fund	20,000		20,000		20,000	
Downtown flowers	12,500		12,500		12,000	
ECONOMIC DEVELOPMENT PROJECTS		88,000		83,500		105,695
Other - banner, camera, citizen involve day, dues, sister city	5,000		5,000			
Holiday Lights	20,000		20,000			
Marketing	15,000		10,500			
Gazebo/Downtown Music	6,000		6,000			
Benches and Cans	5,000		5,000			
Downtown Improvements	10,000		10,000			
Fireworks	17,000		17,000			
Landscaping	10,000		10,000			
OTHER PROJECTS		817,000		731,800		487,595
Downtown Facilities Projects			43,500		19,631	
City Facilities - Train Station Capital Projects	36,000		15,000		22,150	
Bus Funding					3,647	
Commercial Street Engineering/ Construction	200,000				23,869	
Elm Street Plaza Design/ Construction	150,000		100,000		14,000	
Sidewalks downtown			50,000			
Waterfront Floats Survey	50,000					
Roads - Downtown Summer Washington	15,000					
Riverwalk					4,364	
BIW Traffic Study					(34,810)	
Commercial Street Sidewalk	66,000		10,000		1,843	
Route I Barrier			100,000		109,000	
Downtown Façade Program	100,000		100,000		23,125	
Electric Vehicle Charging Stations			29,000		16,608	
Bridge Loan COVID	200,000		284,300		284,169	
TRAIN STATION FUNDING		15,500		15,200		15,200
TOTAL		<u>\$1,669,010</u>		<u>\$1,837,793</u>		<u>\$1,631,206</u>

SURPLUS (DEFICIT - from fund balance)	<u>\$5,896</u>	<u>(\$288,495)</u>	<u>(\$81,908)</u>
WINGFARM TIF BUDGET FY 2021	FY 2021 Budget	FY 2020 Budget	FY 2020 Actual
REVENUE			
INCREMENT	97,527	99,267	99,267
TOTAL REVENUE	<u>\$97,527</u>	<u>\$99,267</u>	<u>\$99,267</u>
EXPENSES			
DEBT SERVICE PAYMENT			
STREET BOND DEBT SERVICE PAYMENT	39,716	40,359	40,359
ALLOW ALLOC OF PUBLIC WORKS BUD	57,811	58,900	58,900
TOTAL EXPENSES	<u>\$97,527</u>	<u>\$99,259</u>	<u>\$99,259</u>
SURPLUS	<u>\$0</u>	<u>\$8</u>	<u>\$8</u>
Use of previous surplus			
WING FARM BALLOON PAYMENT			
ROUTE 1 IMPROVEMENTS			
DEBT SERVICE PAYMENT			
ALLOW ALLOC OF PUBLIC WORKS BUD	27,190	26,100	26,100
	<u>\$27,190</u>	<u>\$26,100</u>	<u>\$26,100</u>

DOWNTOWN TIF BUDGET FY 2020	FY 2021 Budget	FY 2020 Budget	FY 2020 Actual
REVENUE			
INCREMENT	277,024	265,516	265,516
TOTAL REVENUE	<u>\$277,024</u>	<u>\$265,516</u>	<u>\$265,516</u>
EXPENSES			
DEBT SERVICE PAYMENT	98,777	99,259	99,259
ECODEVO MANAGER	10,000		21,666
TOTAL EXPENSES	<u>\$108,777</u>	<u>\$99,259</u>	<u>\$120,925</u>
SURPLUS	<u>\$168,247</u>	<u>\$166,257</u>	<u>\$144,591</u>



City of Bath

Finance Department
Bath City Hall – 55 Front Street
Bath, Maine 04530

Telephone: (207) 443-8338 - Fax: (207) 443-8397

Juli Millett, C.P.A.
Finance Director

Juli Millett, Finance Director
jmillett@cityofbath.com

Linda McCourt, Staff Accountant
lmccourt@cityofbath.com

Susan Hunt, Payroll Supervisor
shunt@cityofbath.com

Date: 09/30/2020

To: Bath City Council

From: Juli Millett, Finance Director

CC: Peter Owen, Bath City Manager

The Adoption Process

The municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices after notice and hearing. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

Summary of 2020 Amendments to Model GA Ordinance

Appendix A – H

The enclosed Appendices A – H have been revised for your municipality's General Assistance Ordinance. These new Appendices, once adopted, should replace the existing Appendices A – H. Even if you have already adopted MMA's model General Assistance Ordinance, the municipal officers must approve/adopt the new Appendices yearly.

Attached please find the state updates to the General Assistance program effect 10/01/2020 to 09/30/2021. The appendices are updated as attached. The new appendices once adopted will replace the existing appendices.

**Ordinance: Chapter 8A. General Assistance Maximums for October 1, 2020 to
September 30, 2021 (first passage)**

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE CODE OF THE CITY OF BATH, ADOPTED FEBRUARY 2, 1977, AND SUBSEQUENTLY AMENDED, BE FURTHER AMENDED AS FOLLOWS:

CHAPTER 8A. GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305, the municipal officers of t~~t~~The Municipality of The City of Bath hereby enacts the following General Assistance Ordinance in its entirety, after notice and hearing. This Ordinance shall supersede and replace all previous Ordinance versions. A copy of t~~t~~This Ordinance is filed with the Department of Health & Human Services (DHHS) in compliance with Title 22 M.R.S. §4305(4), and shall be available for public inspection at the municipal office along with a copy of the Maine Revised Statutes, Tile 22, chapter 1161.

Signed this~~is~~ _____ day of _____, _____, by the municipal officers:

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

Appendix A –H The enclosed Appendices A–H have been revised for your municipality's General Assistance Ordinance. These new Appendices, once adopted, should replace the existing Appendices A–H. Even if you have already adopted MMA's model General Assistance Ordinance, the municipal officers must approve/adopt the new Appendices yearly.

Appendix A- Overall Maximums

Persons in Household

2019/2020	1	2	3	4	5
Sagadahoc County	809	915	1076	1425	1677

New Maximums

Persons in Household

2020/2021	1	2	3	4	5
Sagadahoc County	821	933	1095	1449	1691

*Note: Add \$75 for each additional person.

Appendix B-Food Maximums

Persons in Household

2019/2020	1	2	3	4	5
Sagadahoc County	194	355	509	646	768

2020/2021	1	2	3	4	5
Sagadahoc County	204	374	535	680	807

*For each additional person add \$153 per month.

Appendix C - Housing

Appendix C is a listing of the maximum levels of assistance for housing (both heated and unheated). These maximum levels were developed by MMA using 2009-2010 HUD Fair Market Rent values that include utility costs. Because the FMR numbers include utility and heating costs, the applicable average utility and heating allowances, as developed by the Maine State Housing Authority (MSHA), are subtracted from the FMR to obtain a pure "housing" cost.

2019/2020			2020/2021		
# Bedrooms	unheated	heated	# Bedrooms	unheated	heated
1	723	851	1	738	871
2	832	998	2	849	1023
3	1125	1334	3	1152	1365
4	1311	1568	4	1325	1588

Appendix D – Utilities There was NO CHANGE in the Utilities

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses **excluding** electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses **excluding** heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

Appendix E – Fuel There was NO CHANGE in fuel

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

Appendix F – Personal and Household Supplies There was NO CHANGE in Personal and Household Supplies

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

Appendix G Mileage Rate (NO CHANGE)

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is ~~45~~ (44) cents (~~45¢~~) (44) per mile.

Appendix H Funeral Maximums (There was no change in the Funeral Maximums)

Burial Maximums

The maximum amount of general assistance granted for the purpose of a burial increased to **\$1,475**. Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Cremation Maximums

The maximum amount of assistance granted for a cremation increased to **\$1,025**
Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.



CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E.

55 Front Street

Bath, Maine 04530

Memorandum

To: Chair Eosco, Vice Chair Paulhus and Members of the City Council

CC: Peter Owen, City Manager

Date: October 2, 2020

From: Marc Meyers, Assistant City Manager

RE: Acceptance of CDBG Grants

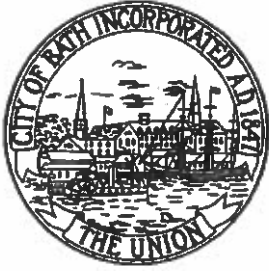
The State of Maine Department of Economic and Community Development, Office of Community Development, informed the City Manager that the City may proceed with the project development phase for its 2020 Community Development Block Grant in the Community Enterprise and Housing Assistance programs.

The projects covered by this funding will be development of greenspace and sidewalk on Castine Avenue and development of affordable housing units at 26 Summer Street.

Tonight's agenda includes a public hearing regarding the acceptance of this grant and a Council resolution as formal acceptance of these funds. Both of these actions are requirements of the project development phase.

STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

[illegible]



CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E.

55 Front Street

Bath, Maine 04530

Memorandum

To: Chair Eosco, Vice Chair Paulhus and Members of the City Council

CC: Peter Owen, City Manager

Date: October 2, 2020

From: Marc Meyers, Assistant City Manager

RE: **Water Street property**

The City Manager's Office has received an offer from Sagadahock Real Estate Association to purchase a portion of City property at 217 Water Street (map 27, lot 96). This parcel serves as a municipal parking lot off Water Street.

During Sagadahock Real Estate Association's survey work of its downtown holdings, it was determined that this City property has been informally used by SREA for several decades. The requested portion of the parcel includes the deck for Reny's Department Store, parking for Beale Street BBQ and additional parking for other buildings. There are 10 parking spaces in total.

The packet includes a survey that outlines the property SREA is looking to acquire in pink.

The City Council's agenda includes an order to approve the purchase and sale agreement and authorize the City Manager to execute said agreement and an Executive Session to discuss SREA's offer. The City Manager's Office recommends that the City Council review said offer in Executive Session in advance of a vote. The offer price has also been redacted from the City Council agenda packet made available to the public.

ORDER APPROVING SALE OF REAL ESTATE

WHEREAS, the City of Bath is the owner and operator of certain property on Water Street, known as the Water Street Parking Lot, the City having acquired the parking lot property by virtue of Deed from the Bath Parking District, dated August 3, 1967, and recorded in the Sagadahoc County Registry of Deeds in Book 356, Page 236; and

WHEREAS, a Sketch Plan of the location of the property to be sold is attached to this Order, shown in red at the southerly end of the parking lot; and

WHEREAS, the City property has been primarily used for the general parking of vehicles by the public; and

WHEREAS, the City of Bath has granted access Easements to various properties on Centre and Front Streets for access over portions of the parking lot to business owners along Centre and Front Streets by virtue of an Easement dated June 12, 2019, and recorded in the Sagadahoc County Registry of Deeds in Book 2019R, Page 03557; and

WHEREAS, a number of the parking spaces proposed for sale have been utilized by Sagadahock Real Estate Association for dedicated parking for their tenants, in accordance with a verbal agreement between Sagadahock Real Estate Association's Property Manager and the Bath City Manager; and

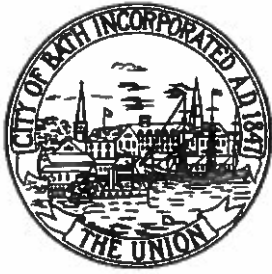
WHEREAS, the City has had the property appraised in accordance with the requirements for sale and disposal of City owned property; and

WHEREAS, this property is not tax acquired property; and

WHEREAS, the City, through its Council, retains authority to determine disposition of real estate as is deemed in the best interest of the City of Bath under Code Section 7.114(B); and

WHEREAS, the Sagadahock Real Estate Association has made an offer to purchase the property for the sum of \$XXXX.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the sale of the property to the Sagadahock Real Estate Association for the sum of \$XXXX, be and hereby is approved, subject to the granted Easements referenced above, and that the City Manager is authorized to execute the Deed of transfer, and such other documents as may be necessary, appropriate or convenient to the sale.



CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E.

55 Front Street

Bath, Maine 04530

Memorandum

To: Chair Eosco, Chair Paulhus and Members of the City Council
CC: Peter Owen, City Manager
Date: October 2, 2020
From: Marc Meyers, Assistant City Manager
RE: Lease - Sugarbush

The City Manager's Office is recommending the City continues its agreement with David Jewell with a five-year lease extension of the "Sugarbush" at Butler Head Preserve, a 20-acre section of maple trees, for the purpose of tapping for the production of maple sap.

Jewell currently has a 10-year lease agreement with the City for commercial collection of maple sap at Butler Head, which expires December 31, 2020. The "Sugarbush" began as an educational initiative by the Bath Community Forestry Committee in 2011, in concert with RSU 1, along with commercial collection as part of the BCFC's management of the preserve. The agreement and production are under the review of the City Arborist and the Bath Community Forestry Committee. Both staff and the committee support this extension.

The City Council will be voting to approve the lease agreement and authorize the City Manager to execute said agreement.

ORDER APPROVING LEASE

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE LEASE BY AND BETWEEN THE CITY OF BATH AND DAVID JEWELL, FOR USE OF A PORTION OF THE PROPERTY KNOWN AS "THE SUGARBUSH" AT BUTLER HEAD PRESERVE, FOR A PERIOD OF FIVE (5) YEARS COMMENCING JANUARY 1, 2021, AND RUNNING THROUGH DECEMBER 31, 2025, SAID LEASE BEING ATTACHED HERETO, BE AND HEREBY IS APPROVED AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE THE LEASE AND ANY OTHER DOCUMENTS NECESSARY TO ITS IMPLEMENTATION ON BEHALF OF THE CITY OF BATH.

SUGARBUSH LEASE AGREEMENT

THIS LEASE entered into this 1st day of January, 2021~~14~~ by and between the CITY OF BATH, a body politic, duly organized and existing under the laws of the State of Maine, with its principal place of operation in Bath, in the County of Sagadahoc, and State of Maine (hereinafter "LESSOR"), and David Jewell ~~and Willow Schwarz, individuals~~, of the Town of Woolwich, in the County of Sagadahoc, and State of Maine (hereinafter "LESSEES").

IN CONSIDERATION WHEREOF, and of the covenants herein expressed, LESSOR does hereby grant, lease, demise and let unto LESSEES certain maple trees (*Acer genus*) located upon those premises described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Premises") for the purpose of tapping said maple trees for the production of maple sap, together with the right to transport any tapped maple sap to a suitable processing location.

NOW THEREFORE, it is hereby covenanted mutually and agreed by and between the LESSOR and the LESSEES as follows:

1. Term. The renewal term of this Lease shall be five (5)~~ten (10)~~ years, beginning January 1~~14~~, 2021~~14~~, and expiring December 31, 2026~~20~~. By mutual agreement of the parties, this Lease may be extended for an additional five (5) year term, subject also to agreement of the parties on terms of renewal which shall include review of the pricing. LESSEES shall give notice of their desire to extend for an additional term not less than six (6) months prior to the expiration of said lease, and not less than six (6) months prior to the expiration of any subsequent term.

2. Rent. The LESSEES agree to pay LESSOR a certain dollar amount to be determined by the number of taps established by LESSEES in the aforementioned maple trees. ~~The first half of such payment shall be made after execution the first year and, in subsequent years, before the referenced sugaring season. The remaining half~~ The rental amount shall be paid upon the completion of the sugaring season, but in no event later than May 15th of the applicable year. ~~Payment for any adjustment in tap count shall be made with the second payment.~~

LESSEES shall therefore pay LESSOR the amount of forty-five~~fifty-five~~ cents (\$0.45~~55~~) per tap ~~per year in years one (1) through three (3) of the lease; fifty cents (\$0.50) per tap in years four (4) through six (6) of the lease; and fifty-five cents (\$0.55) per tap in years seven (7) through ten (10) of the lease.~~ Any rental amount that is not paid within ten (10) days of the due date shall be considered late and shall be subject to a late fee of ten percent (10%) of the amount due, and a fee of \$100.00 will be due LESSOR for any checks returned for non-sufficient funds

3. Use of the Premises. The Premises shall be used only for the process of tapping, production, and transporting of maple sap. The Premises may not be used for any other purpose without the LESSOR'S prior written consent. The LESSOR reserves the right to prohibit any use which it, in its absolute discretion, deems improper.

Maple trees and the Premises shall be maintained by the LESSEES in their present, or improved, condition, and the yield of sap maintained or increased by methods of tapping and installation of tubing as recommended by the District Forester of the Maine Forest Service,

University of Maine Extension, Maine Organic Farmers & Gardeners Association, or other LESSOR approved consulting forester. All associated costs shall be paid by the LESSEES.

In particular, LESSEES shall:

- A. Follow guidelines for tapping maple trees, as developed by the Maine Forest Service.
- B. Install taps that are "health spouts," or the small diameter spouts, and said spouts shall not be drilled to a depth greater than two inches, including bark thickness.
- C. Not utilize chemical sanitizers, and shall consult with the City of Bath Forester prior to any activity concerning the maintenance of tree health or the reduction of bacterial growth.
- D. Operate any and all vehicles used for tubing or bucket installation with care so as to prevent damage to the bases or roots of all trees.

LESSEES shall not use the Premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now existing or may hereafter provide. LESSEES shall not commit or allow to be committed any waste in or upon the Premises.

4. LESSOR'S Right to Entry. LESSOR, in person or through its agents, representatives, contractors, or employees, shall have the right to enter the Premises at any reasonable time for the purpose of inspection, repair of the Premises, or performing any work that the LESSOR elects to undertake, or for such other purposes as the LESSOR may determine.

Any entry to the Premises obtained by the LESSOR for any of the above-stated purposes and by any of such means, or otherwise, shall not be construed or deemed to be a forcible or unlawful entry onto the Premises, or an eviction of LESSEES from the Premises, or any part thereof.

LESSEES waive any claim for damages for any injury or inconvenience to or interference with LESSEES' business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss arising for the LESSOR'S entry.

5. Insurance.

A. Liability Insurance. LESSEES shall maintain with insurance underwriters, satisfactory to the LESSOR, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the LESSOR protecting both the LESSEES and the LESSOR against public liability, products liability and property damage arising from the LESSEES' direct and indirect actions and inactions. LESSEES shall, upon request, furnish a copy of such policy or policies for property damage growing out of any one accident or other cause; for personal injuries/death growing out of any one accident or other cause with liability for any one person, such coverage to include products liability. It is understood that the specified amounts of

insurance in no way limits the liability of LESSEES with third parties. LESSEES shall, upon request, furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force during the term of this Lease, or shall deposit copies of the policies that give this coverage with the LESSOR. Such policies shall contain a rider requiring that the LESSOR be notified thirty (30) days in advance of any change or termination of the insurance policies.

B. Workman's Compensation Insurance. The LESSEES shall insure to employees or their beneficiaries the necessary first aid, medical, surgical and hospital services and compensation as provided for in the workman's compensation acts of the State of Maine now in force or as later amended.

LESSEES shall indemnify the LESSOR from all claims, judgments, awards and costs that may in any way come against the LESSOR by reason of occupational diseases, accidental injuries or death suffered by any of the LESSEES' employees in and about the performance of their work under this Lease. Such insurance shall be placed by the LESSEES in a company or association authorized under the laws of the State of Maine to insure the liabilities specified in this paragraph.

C. Tort Claims Act. Nothing herein shall be deemed as a waiver of any immunity enjoyed by the LESSOR pursuant to the Maine Tort Claims Act, 14 M.R.S.A. Section 8101, *et seq.*

6. Indemnity. The LESSEES agree to defend and indemnify the LESSOR from all fines, suits, claims, demands and actions of any kind by reason of the LESSEES' negligence arising from the LESSEES' operations under this Lease and agrees to assume the risk in the LESSEES' use of the Premises and shall be solely responsible and answerable in damages for any accidents or injuries to persons or property arising from the LESSEES' negligence. This indemnification shall include all expenses including attorneys or other professional fees in connection with any loss or damage. LESSEES shall also pay LESSOR'S expenses, including reasonable attorney's fees, incurred by LESSOR in enforcing any obligation, covenant or agreement of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the Term of the Lease.

7. Subleasing and Assignment. The within Lease shall not be assigned and the Premises shall not be sublet (nor any portion thereof) by the LESSEES, nor shall the LESSEES permit the occupancy of any other person or persons without first obtaining on each and every occasion the affirmation in writing of the LESSOR, which consent shall not be unreasonably withheld. Such affirmation by the LESSOR shall not relieve the LESSEES from their continuing obligations under the terms and conditions of this Lease unless so expressed by the LESSOR in writing.

8. Subordination. This Lease shall automatically be subordinate to any mortgage deed, agreement, and/or other security indenture hereafter placed upon the Premises, and to any renewal, refinancing, modification, replacement or extension of such mortgage or security indenture or new security indenture, provided that the holder thereof agrees that so long as LESSEES shall not be in default under this Lease, LESSEES will not be disturbed from its peaceful, quiet enjoyment of the Premises. LESSEES agree to execute and deliver to LESSOR an

instrument reasonably evidencing such subordination at any time and from time to time upon ten (10) days notice from LESSOR.

9. Default. Should the LESSEES fail to pay any rent, additional rent or any other monetary obligation hereunder within ten (10) days of its due date, then this Lease shall automatically terminate, without notice from the LESSOR under circumstances of nonpayment. No written notice shall be required prior to termination.

Should the LESSEES fail to perform any other obligation under the terms and conditions of this Lease, or vacate or abandon the Premises, and shall the default continue for a period of fifteen (15) days after notice thereof has been given to the LESSEES by the LESSOR, then in the event of any such default or breach by the LESSEES, LESSOR may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting the LESSOR in the exercise of any rights or remedies which the LESSOR may have by reason of such default or breach:

A. Terminate LESSEES' right to possession of the Premises by written notice (except in cases where the default involves nonpayment of rent or other monetary obligations, wherein the tenancy and possession shall have been automatically terminated), in which case the Lease shall terminate and the LESSEES shall immediately surrender the Premises to the LESSOR. No expiration or termination of this Lease, summary proceedings, abandonment or vacancy, shall relieve the LESSEES of liability and obligation under this Lease whether or not the premises shall be relet, and LESSEES covenant and agree in the event of any such expiration or termination of this Lease or summary proceedings, abandonment or vacancy, to pay to the LESSOR as liquidated damages, an amount equal to the excess of rent or other payments by LESSEES called for hereunder for the remainder of the term over the rental amount realized for the Premises for the remainder of the term.

B. Expel the LESSEES and any person or persons claiming through or under the LESSEES and remove LESSEES' affects without being deemed guilty in any manner of trespass, and without prejudice to any other remedies which might otherwise be available or used for arrearages of rent or other monetary obligations or preventing a breach of contract. Upon entry, all rights of LESSEES hereunder shall terminate and all amounts due and owing shall forthwith be paid to the LESSOR.

C. Maintain LESSEES' right to possession in which case this Lease shall continue in effect whether or not LESSEES shall have abandoned the premises. In such event, LESSOR shall be entitled to enforce all of the LESSOR'S rights and remedies under this Lease including the right to recover the rent and any other charges and adjustments as may become due hereunder.

D. Pursue any other remedy now or hereafter available to the LESSOR under the laws of the State of Maine.

If the nature of the LESSEES' obligation which is in default is such that more than fifteen (15) days are required for performance or to cure the default, then the LESSEES shall not be in default if the LESSEES commence performance within such fifteen (15) day period and thereafter diligently prosecute the same to completion. If LESSOR makes any expenditures or incurs any

obligations for the payment of money in connection with any of the above, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations and costs incurred, with interest at the rate of 18 per cent per annum, shall be paid to LESSOR by LESSEES as Additional Rent.

10. Holdover. If LESSEES fail to vacate the Premises at the Termination of this Lease, and LESSEE shall be deemed a LESSEE at sufferance only, at and the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the LESSOR for LESSEES to holdover and terms of this holdover provision shall not preclude LESSOR from recovering any other damages it may incur as a result of LESSEES' failure to vacate the Premises at the termination of the Lease.

11. Discrimination. LESSEES, in performance under this Lease, shall not discriminate against any worker, employee or applicant, subtenant, or any member of the public because of race, creed, color, age, sex, national origin or physical handicap.

12. General Provisions.

A. Waiver – The waiver of any single breach of any term, condition, covenant, obligation or agreement of the within Lease shall not be considered a waiver of that or any other particular term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

B. Separability - If any provision of this Lease or portion thereof, or the application thereof, to a particular person or circumstances, is held to be invalid by a Court of competent jurisdiction, the remainder of the Lease, including the remainder of any such provision, and the application thereof, shall not be adversely affected thereby.

C. Joint Obligation – If there shall be more than one (1) LESSEE, then the obligations hereunder imposed shall be joint and several.

D. Successors and Assigns – The covenants and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

E. Authority of LESSEE – If LESSEE is a corporation or other type of organization requiring a party to execute this Lease in a representative capacity, each individual executing this Lease on behalf of said corporation or organization represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation or organization, in accordance with the by-laws or other operating documents of the corporation or organization, and that this Lease is binding upon said corporation or organization.

F. Memorandum of Lease – This Lease shall not be recorded in its entirety by either party but a short form Memorandum executed by the parties in conformance with Maine State Law may be recorded at the request of either party.

G. Cumulative Remedies – No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

H. Bankruptcy – If at any time during the term of this Lease or any renewal term, the LESSEES shall voluntarily file a petition in bankruptcy or shall be adjudicated a bankrupt through involuntary proceedings, or through voluntary petition or answer for the reorganization under bankruptcy laws, or shall take advantage of any insolvency acts by voluntary petition or assignment for the benefit of creditors, then and in such event, the LESSOR may at its option declare this Lease terminated and of no further force and effect with due notice to the LESSEES of such election by the LESSOR.

I. Notices – All notices, demands, communications or other writing required hereunder shall be sent by regular mail and addressed to the following parties:

LESSOR: City of Bath
c/o ~~Peter H. Owen~~ Thomas Hoerth, City ~~Manager~~ Forester
Bath City Hall
55 Front Street
Bath, ME 04530

LESSEES: Mr. David Jewell
~~Mr. Willow Schwarz~~
111 Temple Road
Woolwich, Maine 04579

J. Choice of Law – This Lease shall be governed by and construed in accordance with the laws of the State of Maine. This is a legal document and if not fully understood, the parties hereto should seek legal counsel.

K. Entire Agreement – This Lease constitutes the entire understanding of the parties and no prior Agreements or understandings pertaining to any of such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by all parties.

L. Paragraph Headings -- The paragraph headings herein are for convenience only and shall in no way be held to explain, modify, amplify or aid in interpretation, construction or meaning in the provisions of this Lease.

M. Governmental Powers and Immunity-- It is agreed that by execution of this Lease, the LESSOR does not waive or surrender any of its governmental powers or immunities.

N. Permits-- LESSEES shall be responsible, at their own expense, to obtain and keep in effect all required licenses and permits for its activities on the Premises.

In witness whereof, the parties have set their hands and seals the day and year first above written by their duly authorized officers.

WITNESS:

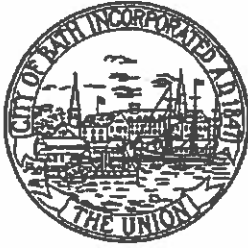
LESSOR:
CITY OF BATH

By: Peter H. Owen~~William Giroux~~
Its: City Manager

LESSEES:

David Jewell

Willow Schwarz



9/23

J16

City of Bath
Application for Appointment
to City Board/Commission/Committee

Full Name: James A. Hopkinson

Street Address: 1353 Washington Street

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

Phone #: 207-772-9845 E-mail jhopkinson@hubbw.com
address _____

Preferred Method of Contact? (circle one) phone email

I wish to be considered for appointment to the:

Planning Board

(Name of Board/Commission/Committee)

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

- Real Estate Attorney - including land use representation
- Bath Planning Board Member

Why do you want to be a member of this Board/Commission/Committee?

To continue to provide Planning services to the City of Bath

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

If yes, please list the Board/Commission/Committee and years of service:

Bath Planning

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

8/24/2020
Date

Signature

My vacations are in weekly intervals

Please return form to: City Clerk's Office, 55 Front Street, Bath, ME 04530

FOR USE BY CITY CLERK'S DEPARTMENT:

Date application received: 8/27/2020 10:02 am

Received by: Manly

Date interviewed by Appointment Review Committee: N/A

Date application on City Council agenda: 10/7

Date appointed by City Council: _____

Date applicant notified by City Clerk's office: _____

Date applicant sworn in: _____

Term to begin: _____

Term to expire: _____



9/23

City of Bath
Application for Appointment
to City Board/Commission/Committee

Full Name: Clarence Stilphen

Street Address: 19 Newton Road

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

Phone #: (207) 319-5664 E-mail address CSTILPHEN@COMCAST.NET

Preferred Method of Contact? (circle one) phone email

I wish to be considered for appointment to the:

PLANNING BOARD
(Name of Board/Commission/Committee)

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

PAST 6 YEARS BATH PLANNING BOARD MEMBER REQUESTING CONSIDERATION FOR REAPPOINTMENT

Why do you want to be a member of this Board/Commission/Committee?

PAST EXPERIENCE SERVING ON THE BATH PLANNING BOARD

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

(Y)

N

If yes, please list the Board/Commission/Committee and years of service:

PLANNING BOARD - 2014 TO PRESENT

How many months are you away from Bath in a 12-month period? 0

9-8-2020
Date

Clarence E Stilphen
Signature

FOR USE BY CITY CLERK'S DEPARTMENT:

Date application received: 9/8/2020

Received by: [Signature]

Date interviewed by Appointment Review Committee: N/A renewal

Date application on City Council agenda: 10/7

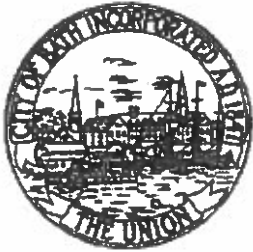
Date appointed by City Council: _____

Date applicant notified by City Clerk's office: _____

Date applicant sworn in: _____

Term to begin: _____

Term to expire: _____



9/23

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

Full Name: Joc P Austin

Residence 283 Middle St Bath Address:

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

Phone # 207 751 6954 E-mail address _____

Preferred Method of Contact? (circle one) phone email

I wish to be considered for appointment to the:

Zoning Board
(Name of Board/Commission/Committee)

Please outline past and present expertise/skills/employment that you think may be relevant (Resumes are welcome):
current member, look to continue this work.

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

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

If yes, please list the Board/Commission/Committee and years of service:

How many months are you away from Bath in a 12-month period? 0

Date _____

Signature

Please return form to: City Clerk's Office, 55 Front Street, Bath, ME 04530

FOR USE BY CITY CLERK'S DEPARTMENT:

Date application received:

Received by:

Date emailed to Screening Committee:

Date interviewed by Appointment Review Committee:

Date application on City Council agenda:

Date appointed by City Council:

Date applicant notified by City Clerk's office:

Date applicant sworn in:

Term to begin:

Term to expire:



7/23

City of Bath
Application for Appointment
to City Board/Commission/Committee

Full Name: Mara K. Pennell

Street Address: 87 Forest Glen Ln, Topsham, Maine

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

Phone #: 207-371-4218

E-mail address mpennell@bathsavings.com

Preferred Method of Contact? (circle one) ☐ phone ☒ email

I wish to be considered for appointment to the:

Community Development Committee

(Name of Board/Commission/Committee)

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

I have been working in Banking since 2001. While I live in Topsham, I have been working in and around Bath since 2009, when I took a senior position with Midcoast Federal Credit Union. I have been with Bath Savings since 2015, as a Commercial Lender and Vice President. In that capacity I have worked with a variety of small businesses, real estate investors, non-profits and with developers of affordable housing projects. Resume is attached.

Why do you want to be a member of this Board/Commission/Committee?

I was recommended for this role, as I can provide unique insight as an experienced financial services professional. Additionally, Bath Savings would be honored to have an officer of the Bank on the committee. The Bank can increase awareness of local community development and stay apprised on current issues.

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

If yes, please list the Board/Commission/Committee and years of service:

I work in Bath but do not reside here.

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

09/11/2020

Date

Mara K. Pennell
Signature

FOR USE BY CITY CLERK'S DEPARTMENT:

Date application received: 9/11/2020

Received by: Ofu emailed 9/11

Date interviewed by Appointment Review Committee: 9/23/20

Date application on City Council agenda: ~~9/~~ 10/7/2020

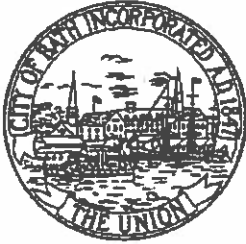
Date appointed by City Council: _____

Date applicant notified by City Clerk's office: _____

Date applicant sworn in: _____

Term to begin: _____

Term to expire: _____



2/24

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

Full Name: Marsha Munsey Knowler

Residence Address: 125 Congress Ave Apt 301

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

Phone #: 207-607-1972 E-mail address MarshaKnowler@yahoo.com

Preferred Method of Contact? (circle one) phone email

I wish to be considered for appointment to the:

BATH HOUSING AUTHORITY COMMISSIONER
(Name of Board/Commission/Committee)

Please outline past and present expertise/skills/employment that you think may be relevant (Resumes are welcome): Restaurant Manager for 30+ years, Paid & experience taking money from different funds. worked for US Navy in subcontractor position. my job was replacing failed equipment during ship trials. Had to transfer funds from the correct Federal Pocket.

Why do you want to be a member of this Board/Commission/Committee or list your accomplishments during your last term(s)? I sincerely wish to help. I have the time, and I feel this is very important to my fellow residents. I think I have some experience that could be helpful.

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

If yes, please list the Board/Commission/Committee and years of service:

NA

How many months are you away from Bath in a 12-month period? 0

September 28, 2020
Date

Marsha Munsey Knowler
Signature

FOR USE BY CITY CLERK'S DEPARTMENT:

Date application received: 9/28/2020

Received by: Dfw

Date interviewed by Appointment Review Committee: 9/30

Date application on City Council agenda: 10/7

Date appointed by City Council: _____

Date applicant notified by City Clerk's office: _____

Date applicant sworn in: _____

Term to begin: _____

Term to expire: _____

SAGADAHOCK REAL ESTATE ASSOCIATION

53 Front Street | Bath, Maine 04530

Telephone: 207.443.4191

Fax: 207.443.4100

Email: sreainfo@gwi.net

September 29, 2020

Peter Owen, City Manager
City of Bath
55 Front Street
Bath, ME 04530

CONFIDENTIAL

Dear Peter,

Sagadahock Real Estate Association (the abutting property owner) proposes to buy a small piece of the existing City parking lot to help to differentiate the public parking area from the private parking lot and thereby continue to provide necessary all day parking for tenants of adjacent buildings.

The proposed lot to be purchased has been used as a private parking area by SREA for more than 25 years based upon a verbal understanding between SREA's property manager (Chuck Richelieu) and the City Manager at the time. To my knowledge there is no written record of this agreement.

Upon purchase of the lot, SREA would divide it into three pieces to add to a lot that has already been sold and two lots that will be sold in the near future.

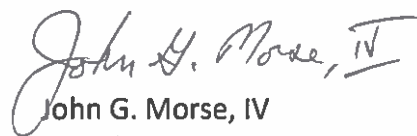
An additional benefit of the sale of this property to SREA will be that it will go back onto the tax rolls of the City. It will also help to clarify the dividing line between the area that the City has to clear of snow and what the private contractor(s) will have to clear of snow.

Using the appraisal of the property that was done for the City as a basis, SREA proposes to offer \$75,000 for the property based on it providing ten (10) usable parking spaces. This differs from the appraiser's opinion that there are twelve spaces available.

SREA has already paid to have the property surveyed and to create a deed description.

If this proposal does not meet with the Council's approval, SREA is agreeable to negotiation to find a mutually acceptable price.

Respectfully yours,


John G. Morse, IV
President, SREA

ORDER APPROVING SALE OF REAL ESTATE

CONFIDENTIAL

WHEREAS, the City of Bath is the owner and operator of certain property on Water Street, known as the Water Street Parking Lot, the City having acquired the parking lot property by virtue of Deed from the Bath Parking District, dated August 3, 1967, and recorded in the Sagadahoc County Registry of Deeds in Book 356, Page 236; and

WHEREAS, a Sketch Plan of the location of the property to be sold is attached to this Order, shown in red at the southerly end of the parking lot; and

WHEREAS, the City property has been primarily used for the general parking of vehicles by the public; and

WHEREAS, the City of Bath has granted access Easements to various properties on Centre and Front Streets for access over portions of the parking lot to business owners along Centre and Front Streets by virtue of an Easement dated June 12, 2019, and recorded in the Sagadahoc County Registry of Deeds in Book 2019R, Page 03557; and

WHEREAS, a number of the parking spaces proposed for sale have been utilized by Sagadahock Real Estate Association for dedicated parking for their tenants, in accordance with a verbal agreement between Sagadahock Real Estate Association's Property Manager and the Bath City Manager; and

WHEREAS, the City has had the property appraised in accordance with the requirements for sale and disposal of City owned property; and

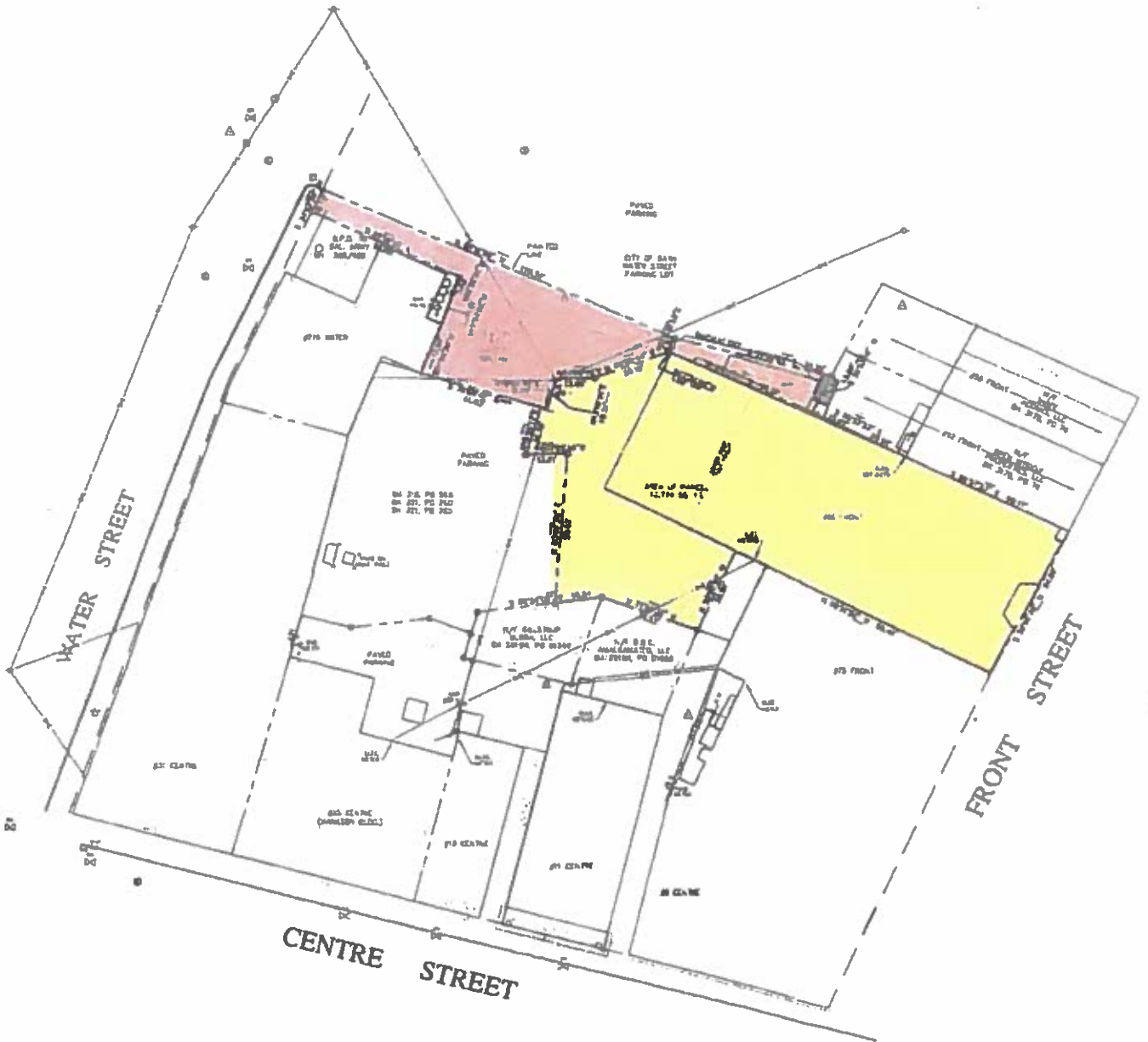
WHEREAS, this property is not tax acquired property; and

WHEREAS, the City, through its Council, retains authority to determine disposition of real estate as is deemed in the best interest of the City of Bath under Code Section 7.114(B); and

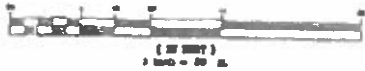
WHEREAS, the Sagadahock Real Estate Association has made an offer to purchase the property for the sum of \$75,000.00.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the sale of the property to the Sagadahock Real Estate Association for the sum of \$75,000.00, be and hereby is approved, subject to the granted Easements referenced above, and that the City Manager is authorized to execute the Deed of transfer, and such other documents as may be necessary, appropriate or convenient to the sale.

CONFIDENTIAL



GRAPHIC SCALE



SARASOTA COUNTY REGISTRY OF DEEDS

RECORDED
AS 148 148 148 148
FILED IN PLAN BOOK 148 PAGE 148
APPROVED 148 REGISTER 148

SURVEYOR'S CERTIFICATION:
THE SURVEYOR HEREBY CERTIFIES THAT THIS SURVEY HAS BEEN
CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE
PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 1901, FOR A



DATE 148
PRICE 148 BATHING, FLA (201)

NOT VALID UNLESS SIGNED HERE

Washington Valuations

P O Box W • Brunswick, Maine 04011 • 207-725-5115 fax 207-725-5106 • washington@midmaine.com

Commercial Real Estate Appraisals

September 1, 2020

Marc Meyers
Assistant City Manager
City of Bath
55 Front Street
Bath, ME 04530

CONFIDENTIAL

Re: Water Street,
Bath, ME 04530

Dear Mr. Meyers:

At your request, I have prepared an appraisal for the above referenced property. The purpose of this appraisal is to estimate the market value of the subject property's fee simple interest for potential sale. This appraisal is intended for the use of the client only.

The accompanying appraisal report has been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and applicable Federal regulations.

The attached report details the scope of the appraisal, level of reporting, definition of value, valuation methodology, and pertinent data researched and analyzed in the development of this appraisal. This appraisal is intended for the use of my client and their advisors.

I certify that we have no present or contemplated future interest in the property beyond this estimate of value. Your attention is directed to the Limiting Conditions and Assumptions, located on page 11. Acceptance of this report constitutes an agreement with these conditions and assumptions.

September 1, 2020

Page 2

The subject is a 3,267 SF parcel of land that is improved with asphalt. It is irregular in shape, but it is an essential portion of downtown parking in Bath, Maine. This analysis considers two valuation scenarios:

In my opinion, the market value of the subject property, as of August 12, 2020 is as follows:

Value Conclusion _____ **\$95,000 (scenario 1)**

In my opinion, the market value of the subject property, as of August 12, 2020 is as follows:

Value Conclusion _____ **\$90,000 (scenario 2)**

This scenario assumes that nearby properties on Front and Centre Street will continue to use established traffic flow patterns for vehicular access. It further assumes that the City of Bath will retain easements for traditional traffic flow between its public parking lot and these properties. It assumes that certain utility easements apply.

This assumption essentially limits the exclusive use of the property to approximately 12 parking spaces. This includes an additional 3 spaces in an 8' wide strip on the north side of Beal Street Barbeque and two more spaces along the north side of Reny's. Although the area along the north side of Reny's is developed with stairs and a deck, the alternative use (market value, not value in use) could be additional parking. The valuation is therefore based on exclusive use of **12 parking spaces**.

If this assumption is found to be false, it may alter my opinion of value.

In the subject's case, I estimate the marketing time and exposure time necessary for the subject to achieve the indicated value to be up to 1 year.

Respectfully submitted,

Charles Washington

Digitally signed by Charles Washington
DN: cn=Charles Washington, o=Washington
Valuations, ou=President,
email=charles.washington@gwi.net, c=US
Date: 2020.09.01 15:34:25 -04'00'

Charles B Washington, General
Certified Appraiser
Washington Valuations
State License #CG1708