



Select board meeting 09/23/2021

Town of West Bath Public Meeting Notice

Board of Selectmen:

Kathleen Lavallee, Chair
Madelyn Hennessey
Suzanne Andresen

Town Administrator: Kristine Poland

Town Clerk: Karly Perry

A meeting of the **West Bath Select board** will be held on **Thursday September 23, 2021, at 5:30 pm at the West Bath Fire Hall**, 192 State Road, West Bath, Maine.

Tentative Agenda

- I. Call to Order
- II. Attendance and Establishment of Quorum
- III. Pledge of Allegiance
- IV. Consent Agenda
 1. Approval of Minutes:
 - a. September 2, 2021
 2. Approval of Warrant(s):
 - a. Municipal
 - b. School
 3. Upcoming select board Meeting(s):
 - a. Thursday October 7, 2021, at 5:30 pm
- V. Select board Comments/Announcements
- VI. Business Items
 1. Agreement for Consulting Services, Midcoast Economic Development District
 2. Committee appointments
 3. Solid waste and recyclable material contract
 4. Town Administrator's report
 5. Future agenda items
- VII. Public Comment
- VIII. Adjournment



Select board Meeting Minutes 09/02/2021

Town of West Bath
Select Board Meeting Minutes
Thursday, September 2, 2021

Town of West Bath
Select Board: Kathleen Lavallee, Chair - Present
Suzanne Andresen - Present
Madelyn Hennessey - Present

Town Staff Present: Kristine Poland, Town Administrator
Karly Perry, Town Clerk

Planning Board Members: Darlene Estabrook, Chair
Jay Paris, Jeremie Whorff

Public: Merrilee Wilson, Michael Montgomery, David Hennessey

A meeting of the Select Board was held at the West Bath Fire Hall, Thursday, September 2, 2021, at 5:30 pm

- I. CALL TO ORDER at 5:30 pm
- II. ATTENDANCE AND ESTABLISHMENT OF QUORUM – Yes
- III. PLEDGE OF ALLEGIANCE WAS SAID.
- IV. CONSENT AGENDA
 1. Approval of Minutes:
 - a. August 19, 2021
 2. Approval of Warrant(s):
 - a. Municipal
 - b. School
 3. Upcoming Board of Selectmen Meeting(s):
 - a. Thursday, September 23, 2021, at 5:30 p.m.
Municipal Officer Hennessey moved to approve the warrants as presented, seconded by Municipal Officer Andresen. Select Board unanimously approved.
- V. SELECT BOARD COMMENTS/ANNOUNCEMENTS:

Municipal Officer Hennessey asked if the Board would be agreeable to moving meetings back to the Fire Hall due to the increasing number of COVID-19 cases in the local area, to which the Board agreed. Planning Board members also present discussed moving their meetings as well, to which all members present agreed.
- VI. BUSINESS ITEMS
 2. **Winter Sand Bids**

Town Administrator Kristine Poland presented the Select Board with a solitary bid for winter sand, submitted by Country Fare. The rate of the bid is the same as the current rate (\$13.90) for a total cost of \$16,680 for 1200 CY.

Municipal Officer Lavallee moved to accept the Winter Sand Bid submitted by Country Fare in the amount of \$16,680, seconded by Municipal Officer Hennessey. Select Board unanimously approved.

3. Abutter Notification Policy

Mrs. Poland presented the Board with a proposed notification policy based on language previously submitted by the Planning Board as part of ordinance changes (language appeared on the ballot erroneously and therefore no changes surrounding abutter notifications was made to the Land Use Ordinance).

Municipal Officer Lavalley read the policy aloud (see attached policy).

Merrilee Wilson asked when an abutter notification would be applicable, to which Darlene Estabrook, Planning Board Chair, stated that the notification policy would be used in instances such as subdivision applications, site plan applications and possibly windmills.

Municipal Officer Hennessey moved to approve the policy as presented, seconded by Municipal Officer Andresen. Select Board unanimously approved.

4. Community Resilience Pilot, Implementation Actions

Mrs. Poland reviewed for the Board a collaborative with Phippsburg and Harpswell to address climate resilience. The program has the potential to provide grant funding for emergency preparedness up to \$28,000. Mrs. Poland stated that in the coming meetings, the group will need to determine whether to continue to work collaboratively or if West Bath would prefer to work independently with a portion of grant funding. Mrs. Poland recommended that the Board may want to work independently, as the grant would have the potential to fund engineering for the Austin Road or a similar sized project.

Municipal Officer asked what the benefit would be to working jointly with the other communities. Mrs. Poland stated that the grant could fund a mutually beneficial hydrological study or other similarly cost-intensive project.

Municipal Officer Andresen asked what projects would be mutually beneficial to all town, expressing concern that West Bath receive their fair share of grant funding.

Municipal Officer Hennessey expressed interest in working together to better leverage funds.

David Hennessey suggested that the Town may want to work with Phippsburg and Harpswell, as this collaborative may open the Town up to other grants, then asked if the Road Commissioner had recently looked at the Austin Road and the associated costs, to which Mrs. Poland was unsure of his most recent review.

Discussion followed on regional planning.

Municipal Officer Andresen asked when the decision would need to be made, to which Mrs. Poland stated that a decision would most likely need to be made in October.

Jeremie Whorff asked what the benefit would be to working collaboratively, to which Mrs. Poland stated that working together may open up additional funding opportunities if a project were to exceed \$28,000 in addition to improving the Town's chances of receiving a grant.

Mr. Hennessey added that without an approved Comprehensive Plan, West Bath may need to work collaboratively in order to have the necessary points to qualify for funding.

Municipal Officer Hennessey reiterated the benefits of working together and suggested that West Bath pursue joint funding initially.

1. Max Johnstone, Mid-Coast Economic Development District

Mrs. Poland introduced Max Johnstone of MCEDD, who further introduced himself as the Senior Planning Consultant. Mr. Johnstone went on to review previous discussion with the previous Executive Director who has since retired, then discussed a proposed timeline for MCEDD to work with the Town on developing an updated Comprehensive Plan. Mr. Johnstone noted work with similar towns such as Harpswell and Phippsburg developing Comprehensive Plans, as well as his current work in Knox County.

Michael Montgomery asked how many plans have been successful. Mr. Johnstone confirmed that all towns have been successful in receiving State approval, although the State often adds input which can require adjustment to the plan.

Municipal Officer Hennessey confirmed that the Comprehensive Plan would require State approval, followed by approval by the governing body at a Town Meeting.

Mr. Johnstone went on to describe his work with Newcastle, who had previously worked with an out-of-state company which was not successful in gaining State approval, to which MCEDD was brought in to assist in finalizing the plan.

Ms. Estabrook asked the Board if MCEDD will be assisting with the Land Use Ordinance as well, to which Mr. Johnstone clarified that an agreement for addressing the Land Use Ordinance could be written separately or in a joint agreement.

Jay Paris asked if MCEDD begins with a “boiler plate” plan edited to the Town, to which Mr. Johnstone responded that he typically begins with the most recently approved Comprehensive Plan and works with the municipality to update it.

Municipal Officer Andresen asked how the plan would be managed if there is no committee interest, to which Mr. Johnstone replied that the Town would be best served in marketing to attract committee members.

Mr. Montgomery asked if MCEDD had any items for presentation, to which discussion followed on the timeline and inventory items which would be provided by the State.

Municipal Officer Hennessey recalled that the previous committee had stalled due to lack of guidance, stressing the benefits to working with a consultant to lead the process.

Municipal Officer Andresen asked how comfortable Mr. Johnstone is in working with ordinance changes, to which Mr. Johnstone stated that he is currently working with Waldoboro to update their Land Use Ordinance.

Mr. Paris expressed concern with previous Comprehensive Planning Committee subgroups, which led to goals that were seemingly unattainable by the Town, such as a waterfront park. Mrs. Poland noted that the consultant moderates work but that the Town is responsible for developing the plan. Mr. Johnstone noted that he would act as liaison to the Select Board to be sure goals are both realistic and achievable.

Mr. Hennessey echoed Mr. Paris’ concerns that the previous plan was unrealistic and urged the Select Board to move slowly and that the process is not rushed. Discussion followed on the ability to veto or edit specific sections at Town Meeting and the process for approving the plan.

Ms. Estabrook asked if current ordinance changes are considered when developing the new plan, to which Mr. Johnston confirmed that they are and that recommendations are based on current ordinances as well as updated State regulations.

Ms. Estabrook asked if it is more practicable to work on both the Comprehensive Plan and the Land Use Ordinance at the same time, to which Mr. Johnstone agreed that working on both together could be more sensible.

Mr. Paris recommended that the plan be kept simplistic and further suggested ensuring compatibility with the current Land Use Ordinance, recalling previous topics addressed in the plan which do not align with the Land Use Ordinance.

Mr. Hennessey expressed concern regarding inconsistencies with the Land Use Ordinance, suggesting that a fresh set of eyes may be beneficial.

Municipal Officer Andresen asked how detailed Mr. Johnstone's review of documents is, expressing concern in protecting the town from potential liabilities. Mr. Johnstone stated that he reviews changes with appropriate boards and follows a similar timeline as the Comprehensive Plan in reviewing the document section by section. Discussion followed on making documents easy to understand and enforce while still maintaining resilience to litigation.

Municipal Officer Andresen moved that the Planning Board Ordinance be added to the strategy.

Municipal Officer Lavalley asked how much time will need to be devoted to working on the plan, to which Mr. Johnston stated projected committee meetings of one 2-hour meeting per month, with a second meeting to be added if necessary to complete by the projected timeline.

Ms. Wilson asked if the contract price is fixed or if the price would increase should the project be extended. Mr. Johnstone confirmed that the cost is for an 18-month commitment, with reasonable considerations made for extensions. Ms. Wilson asked if the Town's previous plan was reviewed prior to creating the proposed contract, to which Mr. Johnstone clarified that the price is based on anticipated hours including meetings and staff edits, as well as consultation with the State and Town.

Municipal Officer Hennessey expressed hesitance in accepting the consulting agreement without a combined contract for both the Comprehensive Plan and Land Use Ordinance.

Ms. Estabrook asked if Mr. Johnstone would handle revision changes as well as facilitating meetings, to which Mr. Johnstone confirmed that he would be making the revisions based on discussion with the Planning Board.

Mr. Montgomery expressed concern that documents be reviewed by an attorney for legality, to which Municipal Officer Hennessey confirmed that all Town documents are reviewed by the Town Attorney in addition to MCEDD review.

Mr. Paris recommended that MCEDD study the Comprehensive Plan, but that the new plan be written in concurrence with the Land Use Ordinance. Discussion followed on the timeline for completion and writing a simplistic plan with longevity.

Mr. Hennessey asked if MCEDD will be able to read existing documents prior to the next meeting of the Select Board, to which Mr. Johnstone agreed.

Municipal Officer Hennessey moved that Mr. Johnstone review the West Bath Comprehensive Plan as well as the Land Use Ordinance and present a new agreement at the September 23, 2021, Select Board Meeting, seconded by Municipal Officer Andresen. Select Board unanimously approved.

Mr. Montgomery went on to request examples of strategies implemented by Mr. Johnstone in other Towns as well as information on how they would be implemented in West Bath.

5. Town Administrator's Report

Mrs. Poland reported on existing issues with the door to the salt shed for which repairs are scheduled in addition to replacement of the salt shed door handle. Mrs. Poland recommended that the Town enter into a maintenance agreement with PDQ Door in order to avoid further delays in repairs and to stay ahead of maintenance.

Mrs. Poland stated that Sandra Basgall has expressed interest in serving on the Planning Board, to which Municipal Officer Hennessey spoke to Ms. Basgall's skills, recommending that the Select Board consider her application, to which the Board agreed.

Mrs. Poland reported that Norwich Solar has proposed expansion to the urban development zone and has come up with a redevelopment plan and would like to know the next steps. Municipal Officer Andresen stated that neighbors should be consulted prior to a Town vote, to which Mrs. Poland stated that Norwich Solar has reached out but has not received feedback from all abutters. Mrs. Poland asked the Board if they would like to speak to the landowners, to which Municipal Officer Andresen stated that it is important for the Town to hear from property owners, to which the Board agreed.

Mrs. Poland reminded the Board that the Jensen Baird Client Seminar is scheduled for Thursday, September 16, 2021, and that all members of the Board as herself and Town Clerk Karly Perry had been reserved to attend.

Mrs. Poland announced that the Board has been invited to attend the Morse High School and Bath Tech ribbon cutting on September 22, 2021, at 6:00pm followed by tours of the new facilities.

Mrs. Poland stated that the Tax Collector is almost ready for tax commitment and asked if the Board would schedule a special meeting. Discussion followed regarding a pending tax abatement appeal. The Board agreed to meet Thursday, September 9, 2021, at 5:30pm.

6. Future Agenda Items

None

VII. PUBLIC COMMENT

Municipal Officer Hennessey recalled conversation with a senior resident regarding scam call they had received by someone claiming to be with the IRS. Municipal Officer Hennessey stressed that the IRS does not contact people by phone, nor do they request payment by phone. She further asked that the Clerk provide information online warning residents of these scams.

VIII. ADJOURNMENT

Municipal Officer Lavalley moved to adjourn, seconded by Municipal Officer Andresen. Select Board adjourned by unanimous acclamation at 7:15 pm.

A true attested copy,

Karly A. Perry, Town Clerk



Abutter Notification Policy

The purpose of this policy is to specify how notices are distributed to property owners who abut projects that require review by the Planning Board. Notifications are distributed in accordance with the provisions of the Land Use Ordinance and the Development Review Ordinance, with the following clarification:

All required abutter notifications shall be sent to all appropriate parties via certified mail, return receipt requested, by Town staff no less than 14 days before any hearing. Notification fees shall be in accordance with the current Town Fees & Penalties Schedule and paid to the Town by the Applicant at the time of application.

Approved and enacted this 2nd day of September, 2021, by the West Bath Select board,

Kathleen Lavallee, Chair

Madelyn Hennessey

Suzanne Andresen



Select board Agenda Items 09/23/2021

Business Item 1

Agreement for Consulting Services, Midcoast Economic Development District

An amended agreement for consulting services between the Town of West Bath and the Midcoast Economic Development District (MCEDD) is included for consideration by the board.

Max Johnstone also provided the MCEDD Description for Workplan Tasks requested by members of the public at the September 2nd meeting.

Links to the Town of Waldoboro's Comprehensive Plan and Land Use Ordinance are provided as examples of a completed plan, and sample formatting and content for a revised ordinance:

https://www.waldoboromaine.org/departments/planning_code/comprehensive_plan.php#outer-36

https://www.waldoboromaine.org/departments/planning_code/land_use_ordinance.php

Max acted as lead planner throughout Waldoboro's revision process.

Agreement for Consulting Services between the Town of West Bath and the Midcoast Economic
Development District

This letter of Agreement, dated September , 2021, is by and between Midcoast Economic Development District hereinafter called "MCEDD," and the Town of West Bath, hereinafter called "Town."

Whereas, MCEDD is duly organized under Maine Statute to provide economic development, community development and planning services, and

Whereas, The Town wishes to update its Comprehensive Plan and Land Use Ordinances

Therefore, The Town engages MCEDD to serve as the Planning Consultant and to perform the work as described in Rider A

Compensation: In consideration of the performance of the foregoing services, The Town agrees to pay MCEDD, \$6,000 for services rendered payable as follows: Three equal payments to be made upon receipt of an invoice from the consultant at the following work task stages:

1. An amount of \$2,000 upon completion of the plan inventory sections as listed in item 5 of the work plan.
2. \$2,000 upon completion of the final plan for consideration at the Town Meeting
3. \$2,000 upon completion of the final draft of the Land Use Ordinance for consideration at the Town Meeting

Term: MCEDD shall provide the services described herein for the period of 18 months or another period to facilitate the Town to consider the Comprehensive Plan and Land Use Ordinance at a Town Meeting. Either party may request an extension upon request.

Termination: Either party may terminate this agreement with cause provided at least 30-days prior notice in writing is mailed to the other party.

Assignment: No party to this Agreement shall assign, delegate, subcontract or otherwise transfer its rights or obligations hereunder without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld.

Staff Assignment: MCEDD shall assign Hannah Sisk and Maxwell Johnstone as the principal staff member to undertake the West Bath Planning Project. Other MCEDD Staff may also contribute to the project.

Independent Contractor: Notwithstanding any of the provisions set forth in this Agreement, the parties have entered into this agreement solely for the purposes set forth and their relationship shall be that of independent contractors. Each party shall be solely responsible for the manner and means by which it carries out its duties hereunder. Neither party, nor its employees, consultants, agents, and/or representatives shall have the power to bind the other party and the employees, consultants, agents and/or representatives shall not be construed for any purpose subject to the control and direction of the non-employing party.

This Agreement, including any reference to schedules, contains the entire agreement of the parties, and supersedes all prior discussions, representations, understandings, and agreements. No waivers, modifications or amendments of this agreement shall be effective without the express consent of the party to be so bound.

In Witness Whereof, the parties hereunder duly authorized have executed and delivered this agreement as of the date first above written.

Duly Authorized for the Town of West Bath

West Bath Selectboard

Date: _____

Duly Authorized for MCEEDD

Executive Director

Brian Dancause

Date: _____

Rider A

Specifications of Work to be performed.

Our proposal is designed to work with your timetable for a June 2023 Town Meeting consideration, contract budget of \$6,000, and the organization/structure for the designated document work. We propose the following key guidelines to meet deadlines and make the most efficient use of both the Town Committee and the consultant:

- The committee and consultant will mutually agree upon a meeting schedule and agenda.
- The consultant will update the plan sections and provide drafts to the committee ready for review and discussion.
- The consultant will assist in facilitating the meeting to make sure the applicable tasks are completed, and important items are considered.
- The consultant will revise and update the inventory plan section after each meeting as per committee input and begin to identify draft policies.
- A final review draft of the plan inventory sections will be developed after the committee reviews the inventory plan sections.
- The consultant will develop draft policies using the existing plan, survey information, and committee input during the inventory section review.
- The committee will review the draft policies and revise the plan sections as needed.
- The consultant will revise the policies as per the committee discussion.
- A public hearing draft will be created to be used for formal public hearings.
- Final changes will be completed after the public hearings and a plan will be printed for Town Meeting consideration.
- The Land Use Ordinance will be revised in conjunction with the Comprehensive Plan with cooperation by the Town Planning Board and submitted for Town consideration.

The above-described process allows the committee to freely discuss the issues and ideas and the consultant works to write and update the plan to reflect committee and public input. This is a dynamic approach which makes sure an actual written product is in development from the first meeting to the last. The advantage to this approach is that it provides the committee the time to concentrate on developing policies, making sure all points of view are considered, and diverse points of view are fairly reflected in the comprehensive plan. The consultant time is directed primarily towards writing, organizing, and formatting the plan at the direction of the committee and making sure the final plan reflects the wishes of the community in a manner that also conforms to the requirements of the Growth Management Act.

The last important element in our proposed planning proposal is to make sure the process is engaging, challenging, addresses key community concerns and is an enjoyable undertaking for the committee and the residents of the Town.

Workplan Tasks:

The following workplan tasks are listed generally in order they will be addressed:

1. Develop a schedule and meeting agenda with the committee to meet completion deadlines for the Town Meeting.
2. Develop with the committee a public participation strategy including two formal public hearings.
3. Develop a strategy to engage specific groups/interest in the community.
4. Develop with the committee a process to post the plan drafts as they are developed for public review.
5. Review and update the Plan sections (The order has been selected by the consultant and is subject to committee review and revision)
 - Demographic Profile & Housing
 - Economy
 - Transportation
 - Public Facilities and Services and Recreation
 - Fiscal Capacity and Capital Improvements Plan
 - Natural Resources and Existing land Uses
 - Land Use Plan
6. Create and review draft policies which will take several meetings to complete.
7. Complete all maps (maps to include Beginning with Habitat Maps, local town maps and a draft land use map.
8. Complete a public hearing draft of the plan including policies for public review and comment.
9. The consultant will provide a digital and hard copy of the final plan for printing.
10. Conduct a checklist review of the proposed plan for consistency with the Growth Management Act.
11. Hold Public hearing and revise Plan, as necessary.
12. Schedule meeting to present the final plan to the Selectboard.
13. Submit the Plan for consideration to the Town Meeting.
14. Submit the Plan to the State for formal review (If the State is willing, we would submit the Plan for review upon completion of the final draft in order to obtain their comments as soon as possible)
15. Identify applicable changes/revision to be made in the Ordinances throughout the planning process.
16. After Town meeting Approval of the Plan create a draft revised ordinance for review and approval of the Town.

Items to be provided by the Town.

The following items are to be provided by the town:

1. Copies of the existing Comprehensive Plan including all maps and attachments as applicable.
2. Copies of existing Land Use District/ Shoreland Zoning maps
3. Paper copies of the Beginning with Habitat Maps
4. Copy of the Beginning with Habitat CD
5. Copy of property base map showing property parcels in paper and digital if available.

6. Access to town maps, records, and other municipal data
7. Access to Flood Plan maps and studies
8. The Town will provide all printing of the plan drafts including plan sections. The consultant will provide digital copies to the committee for discussion.
9. An e-mail committee distribution list shall be provided to the consultant.

Draft Committee Schedule

A project timetable will be developed after discussion with the West Bath Selectboard.

Month	Task
Sep 2021	Kickoff meeting and planning
Oct 2021	Population and Housing Inventory Sections
Nov 2021	Economic Inventory Section
Dec 2021	Transportation Inventory Section
Feb 2022	Public Facilities/ Services and Recreation Inventory Sections
Mar 2022	Fiscal Capacity and Capital Improvements Inventory Sections
Apr 2022	Natural Resources and Existing Land Use Inventory Sections
May 2022	Land Use Plan Sections
Jun 2022	Policy Discussions/ Land Use Ordinance Revisions
Jly 2022	Policy Discussions/ Land Use Ordinance Revisions
Aug 2022	Policy Discussions/ Land Use Ordinance Revisions
Sep 2022	Policy Discussions/ Land Use Ordinance Revisions
Oct 2022	Review Plan Draft/ Land Use Ordinance Revisions
Nov 2022	Review Plan Draft Public Hearings
Dec 2022	Review Plan Draft Public Hearings
Jun 2023	Town Meeting

MCEDD Description for Workplan Tasks:

Develop with the committee a public participation strategy including two formal public hearings:

As the timetable in Rider A shows, MCEDD would work with the committee to schedule at least two public hearings at the end of the Comprehensive Plan process to ensure that there is enough time to receive public input before officially submitting it to the Select Board for approval.

The meeting would be physically advertised in:

1. The local newspaper at least two times for a minimum of fourteen days prior to the meeting (or ten days depending on the date of publication). The information would include the purpose of the meeting, the method for attending the meeting, and where physical and digital versions of the document(s) can be found.
2. At the Town Office with a copy of the ad from the newspaper being posted in a publicly visible area. The Town Office would also be provided at least ten copies of the document(s) going before the public hearings.
3. If allowed, the Public Library at the front counter. A copy of the ad from the newspaper would be posted in a publicly visible area. The Library would be provided at least ten copies of the document(s) going before the public hearings.

The first public hearing would be a time for residents to reflect on the proposed document(s) that will potentially go to a Town Meeting in the coming months. Traditionally, we hold a quick 10-20 minute description of the document(s) explaining the purpose and any significant differences compared to the previous version. The remaining time would be allocated for residents to speak on areas they would like to see clarification or changes to the proposed document(s).

The second public hearing would depend on the number of items discussed at the first public hearing. A Comprehensive Plan Committee meeting would be scheduled between the two public hearings to go over potential changes to the document(s). An amendment document would be created and distributed when the second public hearing is advertised. This process would repeat until the Comprehensive Plan Committee motions to approve their draft for Select Board review. The Select Board would be granted their own time to review the document and hold their own set of public hearings.

Develop a strategy to engage specific groups/ interests in the community:

The Comprehensive Plan is meant to capture a vision from a diverse group of residents. MCEDD would want to include members of existing committees to join this Comprehensive Plan process to have different perspectives on each Section being discussed.

As the Comprehensive Plan process is nearing the final public hearing meetings, MCEDD would reach out to the committees and non-town associated organizations (Rotary, Historical Society, Conservation Group, etc.) to inform them of the public hearings and if they would like their own dedicated night to discuss the document(s) hosted by their group.

Develop with the committee a process to post the plan drafts as they are developed for public review:

As stated under the first item, physical and digital versions of the document(s) would be available for public viewing when we are entering the final public hearings. If the Town has the capability to post documents on the Town website, then a MCEDD staff member can forward completed sections of the document(s) to be posted online for those interested in reviewing the document(s). The document(s) will have "DRAFT" titled on the front page of each section to indicate that it is not a final version.

Business Item 2
Committee Appointments

West Bath Recycling Committee

Maryanna Bock for a term beginning immediately and expiring September 30, 2022.

Comprehensive Plan Committee

David Hennessey and Robert Weir, each for a term beginning immediately and expiring June 30, 2023.

The board might consider appointing one member from each existing committee to serve on the Comprehensive Plan Committee. A full committee of appointed members is necessary to fulfill the State's requirements for the comprehensive planning process.



219 Fosters Point Road
West Bath, ME 04530
207-443-4342

Maryanna Bock
569 Berrys Mill Rd
West Bath, ME 04530

September 23, 2021

Dear Ms. Bock,

The Select Board has appointed you to serve as a member of the West Bath Recycling Committee beginning immediately and expiring September 30, 2022

We request that you come to the Town Office to be sworn in by the Town Clerk at your earliest convenience. *(You cannot legally participate as a member until you have been sworn in.)*

Your willingness to serve the community in this capacity is greatly appreciated. Thank you!

Kathleen Lavallee, Chair

Suzanne Andresen

Madelyn Hennessey

Board of Selectmen

Phone: (207) 443-4342
Fax (207) 443-3256

Town Administrator
Kristine Poland

Select Board
Kathleen Lavallee, Chair
Suzanne Andresen
Madelyn Hennessey

www.westbath.org



Committee Appointment Application

Committee Selection: Comp. Plan

Name: David P. Hennessy

Address: 63 Hennessy Rd

Email: jdhenry@gmail.com Phone: 443-3889

Please describe your interest in serving on this committee.

long interest in the town

Please provide any background information that would be of interest to the Town when considering your application, including previous service or other relevant experience.

help to finish this process

Are you aware of any conflicts that may arise, affecting your service on this committee? Yes No

If yes, please explain: _____

Are you aware of the meeting schedule and able to commit to regular attendance? Yes No

After submitting this application for appointment:

- The application will be reviewed by the Board of Selectmen and you may be scheduled for an interview.
- Following the interview, the Selectmen will vote on your potential appointment at their next regular meeting.
- If appointed, you will receive confirmation from the Town Clerk and will be required to take an oath of office prior to your service on the committee.

Signature: David P. Hennessy Date: 9/9/21

Please submit to: Town Clerk, Town of West Bath, 219 Foster's Point Rd, West Bath ME 04530 or by email: townclerk@westbath.org.



219 Fosters Point Road
West Bath, ME 04530
207-443-4342

David Hennessey
63 Hennessey Road
West Bath, ME 04530

September 23, 2021

Dear Mr. Hennessey,

The Select Board has unanimously appointed you to serve as a member of the Comprehensive Plan Committee for the Town of West Bath beginning immediately and ending June 30th, 2024.

We request that you come to the Town Office to be sworn in by the Town Clerk at your earliest convenience. (You cannot legally participate as a member until you have been sworn in.) Your willingness to serve the community in this capacity is greatly appreciated. Thank you!

Kathleen Lavalley, Chairman

Suzanne Andresen

Madelyn Hennessey

Select Board



Committee Appointment Application

Committee Selection: COMPREHENSIVE PLAN COMMITTEE
Name: Robert J. Wein
Address: 441 Berry's Mill Rd.
Email: WeirForestInc@Aol.com Phone: 919-818-3515 (cell)

Please describe your interest in serving on this committee.

Have an interest to learn & contribute
to W. Bath's ~~long~~ LONG TERM FOCUS

Please provide any background information that would be of interest to the Town when considering your application, including previous service or other relevant experience.

Resident for 14 years Background &
education in Forestry

Are you aware of any conflicts that may arise, affecting your service on this committee? Yes No

If yes, please explain: _____

Are you aware of the meeting schedule and able to commit to regular attendance? Yes No

After submitting this application for appointment:

- The application will be reviewed by the Board of Selectmen and you may be scheduled for an interview.
- Following the interview, the Selectmen will vote on your potential appointment at their next regular meeting.
- If appointed, you will receive confirmation from the Town Clerk and will be required to take an oath of office prior to your service on the committee.

Signature: Robert J. Wein Date: 9-20-2021

Please submit to: Town Clerk, Town of West Bath, 219 Foster's Point Rd, West Bath ME 04530 or by email: townclerk@westbath.org.



219 Fosters Point Road
West Bath, ME 04530
207-443-4342

Robert Weir
PO Box 624
Bath, ME 04530

September 23, 2021

Dear Mr. Weir,

The Select Board has unanimously appointed you to serve as a member of the Comprehensive Plan Committee for the Town of West Bath beginning immediately and ending June 30th, 2024.

We request that you come to the Town Office to be sworn in by the Town Clerk at your earliest convenience. (You cannot legally participate as a member until you have been sworn in.) Your willingness to serve the community in this capacity is greatly appreciated. Thank you!

Kathleen Lavalley, Chairman

Suzanne Andresen

Madelyn Hennessey

Select Board

Business Item 3

Solid waste and recyclable material contract

The contract between Casella Waste Systems d/b/a Pine Tree Waste and the Town of West Bath expires September 30, 2022.

In addition to asking the Town Attorney to review the contract and make recommendations, the board might consider selecting a few individuals who are familiar with the facility to do the same.




219 Fosters Point Road
West Bath, ME 04530
207-443-4342

townadministrator@westbath.org


To: Brian Oliver, Casella Waste Systems, Inc.
From: Adam Garland, West Bath Town Administrator
Date: June 26, 2017
Reference: Pine Tree Waste Consolidated Agreement Extension 2017-2022

The purpose of this correspondence is to memorialize our previous discussion concerning the extension of the consolidated agreement between Casella Waste Systems Incorporated, d/b/a Pine Tree Waste Incorporated, and the Town of West Bath. We agreed during our conversation that Pine Tree Waste Incorporated would extend the current agreement with the Town of West Bath which expires on September 30, 2017 for the period of five (5) years as is allowed under the current agreement. The five-year extension would take effect starting October 1, 2017 through September 30, 2022. During this time Pine Tree Waste Incorporated will continue to work with the Town of West Bath in compliance with all terms and conditions outlined in the agreement dated July 24, 2007.

The extension of this contact was unanimously accepted and approved by the Board of Selectmen during the June 26, 2017 Selectmen's meeting.


Adam Garland
Town Administrator

6/26/17
Date


Brian Oliver
Regional Vice President, Casella Waste Systems, Inc.

7/5/17
Date

Phone 207-443-4342

Fax 207-443-3256

Town Administrator
Adam Garland

Selectmen
Peter Oceretko, Chair
Paula Nelson
Madelyn Hennessey

www.westbath.org

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CONSOLIDATED AGREEMENT

This CONSOLIDATED AGREEMENT (the "Agreement") entered into this 27th day of July, 2007 (the "Effective Date"), by and between the INHABITANTS OF THE TOWN OF WEST BATH, a body politic and corporate, located in West Bath, in the County of Sagadahoc, and State of Maine, hereinafter called the "Town," and Pine Tree Waste, Inc., a corporation duly organized and existing under the laws of the State of Maine, with a place of business in Scarborough, in the County of Cumberland, and State of Maine, hereinafter called "Pine Tree."

In consideration of the mutual covenants contained herein, the Town and Pine Tree agree as follows:

1. Purpose: The purpose of this Agreement is to define the relationship between the Town and Pine Tree and any commensurate obligations and restrictions relative to the occupancy, use and access of the Carter wood lot site.
2. Scope of Use and Occupancy: The site shall be used, operated and occupied by Pine Tree (a) for the handling and processing of solid waste and recyclable materials, including but not limited to those generated within the Town of West Bath, (b) as a business office and operations center and (c) for the parking of Pine Tree vehicles. During the Term, Pine Tree shall have the exclusive right to operate the Facilities as a solid waste transfer station and recycling center.
3. Term of Agreement/ Prior Agreements:
 - A. The initial term of this agreement shall be for Ten (10) years commencing on OCTOBER 1, 2007 and continuing through SEPTEMBER 30, 2017 (the "Term"). This Agreement may be renewed for Two (2) additional Five (5) year terms with the written agreement of both parties prior to the end of the existing term and with only material changes in the terms and conditions of this Agreement as may be necessitated by changes in operation, the solid waste and recycling markets, level of use of the Facilities or needs of the Town
 - B. This Agreement, upon the Effective Date, shall supersede and take the place of all other agreements in effect by and between these parties relative to the Carter wood lot site, solid waste operations, and recycling operations with the exception of the "Supplemental Agreement" for the use of the Town's former Salt Shed, entered into by both parties on February 28, 2005, and incorporated herein by reference. The "Supplemental Agreement" shall remain in effect according to the terms stipulated therein.
4. Facilities Description and Access: The property, solid waste management facilities, and recycling facilities and all appurtenant structures and equipment referred to in this Agreement comprise the following, and shall hereinafter be collectively referred to as the "Facilities":

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A. Site: Constitutes the westerly portion of the premises acquired by the Town of West Bath by deed of Edward P. Carter, et al., dated June 17, 1973, and recorded in the Sagadahoc County Registry of Deeds, in Book 392, Page 35. Further reference is made to deed from the said Edward P. Carter, et al., to the Town of West Bath, dated December 28, 1989, and recorded in the Sagadahoc County Registry of Deeds, in Book 990, Page 278. The specific portion of that property included in the "Site" is that area designated for establishment, maintenance, and operation of the solid waste transfer facility and recycling facility as is more particularly shown on layout and design of the Carter wood lot on file in the Town of West Bath Town Office and incorporated herein by reference. Specifically excluded from the Site is the area occupied by the Town's new salt shed. Use of any undeveloped areas of the Site must first be approved by the Board of Selectmen and Planning Board.

B. New Facilities: As part of the consideration for this Agreement, Pine Tree shall renovate and add new additional facilities in accordance with its submissions to the West Bath Planning Board on March 7, 2007 (the "New Facilities") and in accordance with approvals given by the West Bath Planning Board for construction, renovation, and operations (the "Proposed Plans"). All New Facilities shall become the property of the Town of West Bath immediately upon being incorporated onto the site. New access areas and traveled ways as shown on the Proposed Plans shall be paved and constructed in accordance with Town road standards. The parking area for vehicles need not be paved.

C. Drop-Off Center: Pine Tree agrees to operate a Drop-Off Center at the Site for use by area residents. The Drop-Off Center shall be sited at such location on the property, and shall be open at such times as are mutually agreed upon by the Town's Recycling Committee and Pine Tree. No fees will be charged for the drop-off of designated recyclables; however, a fee will be assessed each user for dropping off household waste and household bulky waste according to a fee schedule agreed upon by Pine Tree and the West Bath Recycling Committee. The Town will pay to Pine Tree costs associated with providing an attendant at the Drop-Off Center during the hours that it is open to the public. Such amount shall be negotiated annually between the Town and Pine Tree, but in no instance shall any increase from the previous year exceed the Consumer Price Index for All Urban Consumers for the preceding twelve (12) months. Pine Tree also agrees to provide appropriate signage and to maintain the Drop-Off Center in a clean and orderly condition.

D. Access: Access to the Site shall be by a road constructed and established and maintained by the Town, connecting the Site to State Road, locally known as the Arthur J. Reno, Sr. Road. Access to the Site, however, shall be limited to equipment and personnel of Pine Tree, individuals utilizing the Drop-Off Center, and such other specific or categories of vehicles approved by the Town and Pine Tree. Use of the access road is not exclusive to Pine Tree and may be used by other parties. In addition, Pine Tree shall have access to the Site for the purpose of delivering recyclable materials and / or solid waste from, without limitation, other municipalities or entities with which Pine Tree has a contract for services.

5. Property Interest: This Agreement is for the purpose of providing access to and use of the Facilities for the purpose of management and operation of the Town's solid waste management and recycling efforts. It is for the further purpose of enabling Pine Tree to fulfill contract requirements with other municipalities and entities regarding solid waste and recycling activities. This Agreement does not convey, nor is it intended to convey, any ownership or leasehold interest in the property to Pine Tree or any other party, all such rights being retained by the Town.

6. Licensing and Permits: The parties entering into this Agreement understand that the operation of the Facilities requires permitting or licensing by the State of Maine's Department of Environmental Protection ("MEDEP") and may, during the term of this Agreement, require additional or different federal, state or local licensing or permitting. It shall be Pine Tree's sole and exclusive responsibility to secure appropriate licensing or permitting for the operation of the Facilities and to perform all testing, prepare appropriate applications or renewal applications, and assure the continuation of appropriate licensing and permitting for the Facilities. All costs of licensing and permitting shall be the exclusive responsibility of Pine Tree. To the extent necessary, the Town will cooperate with Pine Tree and its consultants, agents and representatives in applying for and acquiring all necessary and appropriate licenses and permits for the operation of the Facilities. Pine Tree shall be responsible for securing any amended licenses or permits or changes in licenses or permits that may be required due to changes in operations or volume handled by the Facilities.

7. Ordinances, Rules and Regulations: The Town specifically reserves the right to promulgate ordinances and rules and regulations with respect to the use and operation of the Facilities and with regard to the general handling of solid wastes and recycling materials for the Town. The Facilities shall be specifically subject to those ordinances and/ or rules and regulations at the time of their enactment, and to any subsequent alterations or amendments thereto, unless specifically exempted by the ordinance and / or rule or regulation. Subsequent to the enactment of any ordinance or rule or regulation, Pine Tree shall have a reasonable time to come into compliance. Should these ordinances have a material negative impact upon Pine Tree's ability to operate the Facilities in an economic manner, Pine Tree shall have the right to request a meeting with the Town to discuss the adjustment of any and all fees provided for in this Agreement to offset any such material impact.

8. Solid Waste Management Operation and Standards:

A. Acceptance of Waste: The Facilities shall only accept solid wastes that are designated in the MEDEP-approved operating permit.

B. Unacceptable Wastes: Unacceptable wastes is defined as any waste that is not specifically defined in the MEDEP-approved Operating Plan as an acceptable waste and shall include, but not be limited to, the following: 1) any waste classified as hazardous or special waste by any governmental agency; 2) septage treatment or septic tank waste; 3) bulk chemicals; 4) explosives; 5) pathological wastes; 6) radioactive wastes; 7) toxic wastes; 8) liquid wastes or sludges; 9) water treatment residues; 10) waste oil; 11) dead animals; and 13) abandoned or junk vehicles.

C. Backup Capacity: The Facilities are is contemplated as being in continuous service and available for acceptance of solid waste except as limited by this Agreement or any applicable federal, state or local law, regulation, ordinance or rule. During any suspension of operations of the Facilities due to factors beyond the control of Pine Tree, Pine Tree shall provide to the Town the capacity to acceptable wastes and recycling from the Facilities to another fully licensed solid waste disposal and recycling facility.

D. Disposal of Waste Stream:

1. The ultimate disposal of the solid waste accepted at the Facilities shall be under the exclusive control of Pine Tree and Pine Tree shall be solely responsible for removal thereof, within twenty-four (24) hours of acceptance, to a fully licensed landfill or other fully licensed sold waste disposal facility. White goods, scrap metal, Universal Waste and tires shall be exempt from this time requirement. White goods and tires shall, however, be stored in trailers or containers and the contents of such trailers or containers shall be removed from the Site when full. The Town shall have no responsibility with regard to same either for transportation to that facility or for the costs thereof and Pine Tree shall hold the Town harmless from any such liability regarding ultimate disposal of the waste handled at the facility or by-passing the facility at times of non-operation.

E. Handling of Loads: Each load shall be inspected upon entering the Site by Pine Tree. Pine Tree reserves the right to reject, in its sole discretion and with no liability to the Town, any load for noncompliance with the restrictions described in this Agreement, any federal, state or local permits or licenses issued by any governmental authority, or any law, statute, ordinance, rule or regulation applicable to the Facilities. Pine Tree reserves the right to exclude, in its sole discretion and with no liability to the Town, any hauler, person or entity from the Facilities, permanently or for any shorter length of time, for egregious or repeated noncompliance with the restrictions described in this Agreement, any federal, state or local permits or licenses issued by any governmental authority, or any law, statute, ordinance, rule or regulation applicable to the Facilities.

F. Restricted Access to the Facilities: Specific access to the Facilities shall only be by personnel and equipment of Pine Tree and the equipment and personnel of such other entities as may from time to time be approved by the Town. Any access allowed by the Town to additional parties will be such access as will not interfere with the usage of the Facilities by Pine Tree. It is contemplated that the site shall be available only to commercial land / or bulk haulers, and not generally available to the public at large with the exception of individuals utilizing the Drop-Off Center during establish hours of operation. Nothing herein shall restrict the ability of Pine Tree to enter into contracts with other entities, municipal and otherwise, for use of the transfer facility, including payment to the Town for such use. Access by those other than Pine Tree personnel and equipment, with the exception of West Bath personnel for inspection purposes only, shall be limited to normal operating hours and be under the supervision and control of Pine Tree.

G. Container Storage: It is contemplated that from time to time there will be stored on the Site waste or refuse containers. They will be stored in a neat and orderly fashion in an area of the Site approved by the Town and in a manner that avoids interference with operations of the Facilities and movement of vehicular traffic through and around the Site. All containers so stored shall be cleaned and free of any waste or refuse material.

9. Recycling Operation and Standards:

A. Access to Facility: Pine Tree shall have access to the recycling facility for the purpose of delivering recyclable materials from any municipalities with which Pine tree may have a contractual agreement at the time that this Agreement is executed. Other municipalities and legal entities may use the facility under contractual arrangements with Pine Tree, subject to prior approval of the Town of West Bath, to be issued by and through its Selectmen, such approval not to be unreasonably withheld. Access by other haulers shall be during normal working hours and be under the supervision and control of Pine Tree except for West Bath personnel accessing the site for purpose of inspection.

B. Monitoring: The Town through its Board of Selectmen, duly appointed committee, or other designee, reserves the right to monitor the delivery of materials as the Town may from time to time deem appropriate. Access to the site shall be provided at all appropriate times but shall not interfere with the operation.

C. Collection: Pine Tree shall arrange for the collection at least on a twice monthly basis of recyclable items from households within the Town.

D. Storage: In the event that a baler is utilized, storage of baled recycling materials shall be outside the recycling facility in storage trailers. Baled materials inside the recycling facility shall be limited to the minimum number of bales required to be used as loose material barriers.

10. Measurements: Where material handled through the Facilities, whether originating from within the Town of West Bath or elsewhere, requires payment of a host fee or any other payment calculated on a per ton or weight basis, the material shall be weighed by a certified scale and its source of origin determined so that accurate measurements can be made as to the shares of the Town and any other participating entities utilizing the Facilities. Where use of a certified scale is temporarily not reasonably available then a volume measurement may be utilized. This alternate method is intended to apply only to short term unanticipated situations. At the request of the Town, Pine Tree shall produce for benefit of the Town, originals or duplicate copies of all weighing documentation in order to verify actual tonnage processed by Pine Tree at the transfer site and/ or recycling site.

11. Payments and Fees: Payments and fees for services and access under the terms of this Agreement shall be in accordance with the following.

A. General Site Access and Use Fee:

1. Base Fee: Pine Tree shall pay to the Town the sum of Forty-Six Thousand Eight Hundred Dollars (\$46,800.00) per year (the "Site Access and User Fee").

Such annual payment shall be made in twelve equal payments of Three Thousand Nine Hundred Dollars (\$3,900.00), beginning on _____, 2007 and on the 1st of each and every month thereafter during the term of this Agreement. If this Agreement is terminated prior to the end of the Term, the payment for the month in which the termination becomes effective shall be prorated according to the effective date of termination.

2. Fee Reopener: At the end of the fourth (4th) year and seventh (7th) year of the initial term of this Agreement, and the third (3rd) year of any and each renewal term, the Site Access and User Fee and Host Fees shall be adjusted as necessary to reflect market conditions, cost of living increases, use level of the Facilities, the need to fund replacement facilities, and other factors deemed appropriate by the parties at the time of review. At the end of the fourth year of the original term of this Agreement, any such fee adjustment shall be limited to a total of ten percent (10%) of the fee then assessed; however, the parties may negotiate an increase in this limit if conditions so warrant during the seventh (7th) year and subsequent years' reviews.

3. Late Fee: Any Site Access and User fee paid after the fifteenth (15th) of the month shall be accompanied with a late fee of five percent (5%) of the total amount of the fee due for that particular month.

B. Host Fee:

1. Solid Waste: A host fee of One Dollar Sixty-Five Cents (\$1.65) per ton, shall be assessed for all solid waste delivered to the Facilities that is generated outside the Town of West Bath.

2. Recyclables: A host fee of Fifty Cents (\$0.50) per ton shall be assessed for all recyclables delivered to the Facilities that are generated outside the Town of West Bath.

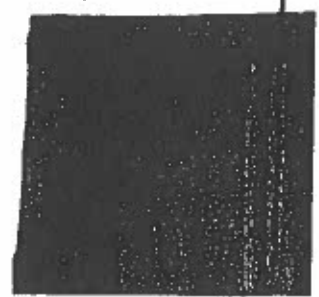
C. Solid Waste Disposal: The Town shall not be responsible for paying tipping fees for the disposal of any solid waste generated within the Town of West Bath, whether it is handled by Pine Tree or another hauler.

D. Excise Fees: Pine Tree agrees as additional compensation and consideration for this Agreement to excise all vehicles using the Site as their primary parking location with the Town of West Bath.

12. Hours of Operations: Hours of operation at the Facilities shall be as follows:

A. Summer Hours: Summer hours, from Memorial Day through September 30th of each year shall be as follows:

1. Material Receiving Hours: 6:00 A.M. to 6:00 P.M. daily Monday through Saturday;



2. Material Processing Hours: 6:00 A.M. to 8:00 P.M. daily Monday through Saturday;

3. Vehicle Access Hours: 4:00 A.M. to 8:00 P.M. daily Monday through Saturday (except that activities from 4:00 A.M. to 6:00 A.M. shall be limited to the egress of no more than two vehicles).

B. Winter Hours: Winter Hours, from October 1st of each year through the Saturday before Memorial Day of each shall be as follows:

1. Material Receiving Hours: 6:00 A.M. to 6:00 P.M. daily Monday through Saturday;

2. Material Processing Hours: 6:00 A.M. to 6:00 P.M. daily Monday through Saturday;

3. Vehicle Access Hours: 4:00 A.M. to 6:00 P.M. daily Monday through Saturday (except that activities from 4:00 A.M. to 6:00 A.M. shall be limited to the egress of no more than two vehicles).

These hours may be extended only by mutual agreement of the parties, except that in the event that any of these hours may be in conflict with the currently approved Operating Plan that is on file with MEDEP, the Operating Plan shall supersede this or any other agreement. For purposes of this Section, "Material Receiving" shall be defined as the receipt of recycling or solid waste material at the site in whatever form or container. "Material Processing" shall be defined as the unloading, handling, and reloading of the material.

13. Recycling Committee: The Town Board of Selectmen shall appoint a Recycling Committee to work in cooperation with Pine Tree in the following areas:

A. To review the ability to handle recyclable materials and to work with Pine Tree to make recommendations as to what materials will be acceptable for collection, transport and disposal through the Facilities. In determining what constitutes acceptable recyclable materials, the Committee and Pine Tree may consider any relevant factors including but not limited to markets for recyclables and economic conditions of those markets, environmental concerns, the Town's avoided cost in removing recyclable materials from the waste stream, and applicable Federal, State, and local recycling goals and mandates. Upon such determination by the Recycling Committee and Pine Tree, the Recycling Committee shall have the responsibility for making such recommendations to the Board of Selectmen. Should the Selectmen accept such recommendations, the Recycling Committee shall then have the responsibility for notifying Pine Tree of such approval, in order that Pine Tree can institute, advertise and place into effect appropriate adjustments.

B. To coordinate with Pine Tree the operation of the Drop-Off Center.

C. To establish a yearly budget for Committee and Drop-Off Center expenses and to refer and recommend such costs and figures to the Selectmen of the Town of West Bath for approval and adoption as part of the Town's yearly budgetary process.

D. It is anticipated that during the original term of this Agreement and any renewal term, the status of the market may require that materials designated as acceptable recyclable materials may from time to time change with certain materials being added and others being deleted. For the initial term of this Agreement there shall be established a minimum list of recyclable materials as follows: all acceptable single-stream recycling materials, metals, and white goods (with Freon removed and appropriately tagged by a certified party).

14. Records: Pine Tree shall provide to the Town on upon reasonable request by the Town but no less than quarterly, financial reports and operations statements reflecting the financial status of the Facilities. The parties hereto understand that Pine Tree shall not be required to submit to the Town the full financial records of Pine Tree, but only those portions describing the financial status of the Facilities. In addition, Pine Tree shall maintain and provide to the Town all records and documentation necessary or required for submission to State licensing or operations authorities in order to maintain the licensure of the Facilities or for any other purpose required by law. In those instances where fees are being assessed on a per ton basis (for solid waste and recycling operations for material from outside the Town of West Bath) then evidence of the previous month's volumes accepted at the Facilities and from the final disposal site, either by detailed scale reports or copies of sales tickets, shall be provided to the Town with payment of the monthly Host Fee. Pine Tree shall also provide to the Town monthly all information/data as may be required for state reporting purposes.

15. Monitoring, Inspection and Refusal: The Town of West Bath through its Selectmen, duly appointed committee, or their designee, reserves the right to monitor the delivery of materials as the Town may from time to time deem appropriate. Access to the site shall be provided at all appropriate times but shall not interfere with the operations.

16. Utilities: Pine Tree shall be solely and exclusively responsible for the payment of all utilities necessary to the operation of the Facilities, and shall hold the Town harmless from any charges, assessments or costs for such utilities.

17. Maintenance and Repair: Equipment and Site:

A. During the term of this Agreement and for any extension thereof, Pine Tree agrees to keep the Facilities and all appurtenances, fixtures and equipment therein and thereto, in proper repair so that the Facilities will be functional and operational in a safe and efficient manner. All such repair and maintenance activities shall be at the sole cost of Pine Tree.

B. Pine Tree shall be solely responsible during the Term to repair all damages occurring to the Facilities to the extent required to ensure that the Facilities shall be in substantially the same condition as of the Effective Date, normal wear and tear excluded.

C. Pine Tree shall also pump the holding tank servicing the site and dispose of the effluent at Pine Tree's cost.

D. Pine Tree shall provide winter maintenance including snowplowing, sanding and snow removal.

E. The parties recognize the importance of maintaining the Facilities in good repair so that it can be operated safely and efficiently. The parties agree that there shall be an annual maintenance review of the Facilities to take place within the month of October of each year of the term of this Agreement or any renewal term. The review and inspection shall be carried out by Pine Tree employees, agents or representatives and Town officials or their designees. The parties may elect to have an annual inspection and inspection report done by a duly qualified third party engineer, in which case the cost of that inspection and will report be borne equally by these parties. Should a dispute arise as to the conditions of the Facilities, the necessity for repairs or replacement, and the responsibility for that activity, then the duly authorized and qualified third party engineer shall make an inspection and recommendation with respect to the nature of the repair or maintenance activity required and responsibility for that activity, which recommendation shall be binding upon these parties.

Pine Tree further agrees to keep the exterior of the site clean and free of paper and other waste materials.

18. Baler: Upon expiration or earlier termination of this Agreement, if the baler in place as of the Effective Date has been replaced by Pine Tree, the Town shall have the option of purchasing such replacement baler from Pine Tree for book value.

19. Improvement and Expansions: The Facilities may be improved and expanded during the term by Pine Tree at its sole expense and in its sole discretion, subject to the prior written approval of the Town through its Board of Selectmen. For any substantial renovation, improvement, or addition, a submission of design shall be made to the Board of Selectmen for its approval prior to the commencement of any of the proposed activity, which approval shall not be unreasonably withheld, conditioned or delayed. Any improvements or expansions proposed during the term of this Agreement or any renewal term is specifically subject to any and all applicable Federal, State and local land use and permitting requirements.

20. Continuing Corporate Entity: An essential part of this Agreement is the continued corporate existence of Pine Tree under its current ownership. The Town represents that it has relied on the current ownership of Pine Tree as part of the consideration for this Agreement and any transfer of a controlling interest in the corporation to a party not currently an affiliate, parent, or in common ownership, shall form a basis for the Town to terminate this Agreement at its option. Any change in ownership of Pine Tree, regardless of its magnitude, shall be reported to the Town in advance of any transfer of interest.

21. Assignment: Pine Tree shall not assign its rights nor delegate any of its duties under the terms of this Agreement without prior written consent of the Town through its Board of Selectmen, such prior consent not to be unreasonably withheld, conditioned or delayed. Pine Tree further shall not permit the Facilities to be operated by any other entity or party not a parent, subsidiary or affiliate of Pine Tree, without the prior written approval of the Town through the Board of Selectmen.

22. Indemnification: The Town shall not in any event be liable for any injury or damage to any property or person, or to any property of Pine Tree, and Pine Tree shall indemnify

and hold harmless the Town from any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind and nature arising out of any accident, injury, or damage which shall happen in, upon or about the Facilities during the term of this Agreement, unless caused by the Town's gross negligence or willful misconduct.

23. Waiver of Indemnification: Nothing herein shall be deemed to be a waiver of any immunity from liability enjoyed by the Town under the provisions of State or Federal Law, including without limits, the Maine Tort Claims Act.

24. Insurance: Prior to commencing operation of the Facilities, and during the term of this Agreement and any continuation thereof, Pine Tree shall provide to the Town evidence of insurance as stated herein. At least Sixty (60) days prior to cancellation or a material change in the policies, Pine Tree shall give notice to the Town, by registered mail, return receipt requested. The Town shall have the right to review all insurance policies in full.

A. Workers Compensation: Pine Tree shall obtain and provide standard workers compensation insurance indemnifying the Town against any loss arising from any liability or any injury sustained by and all agents, servants, or employees of Pine Tree, in accordance with the Workers Compensation Law of the State of Maine.

B. General Liability: Pine Tree shall obtain and provide general liability insurance with a minimum limit of liability per occurrence of Three Million Dollars (\$3,000,000.00) for bodily injury and Three Million Dollars (\$3,000,000.00) for property damage. The following coverages shall be listed on the certificate of insurance: 1) premises- operations; 2) broad form contractual; and 3) broad form extension endorsement.

C. Automobile Liability: Pine Tree shall obtain and provide automobile liability insurance with a minimum limit of liability per occurrence of Three Million Dollars (\$3,000,000.00) for bodily injury and a minimum limit of Three Million Dollars (\$3,000,000.00) per occurrence for property damage. The policy shall include the following coverage: 1) owned automobiles; 2) hired automobiles; and 3) non-owned automobiles.

D. Pollution: Pine Tree shall obtain and provide pollution insurance with a minimum limit per occurrence of Twelve Million Dollars (\$12,000,000) for sudden and accidental spills on the site.

Pine Tree shall use insurance companies that have an A.M. Best Company rating acceptable to the Town. Use of any other company with a lesser rating shall be at the sole discretion of the Town.

The Town shall be named as an additional insured on both the General Liability and Pollution policies, with such designation appearing on Certificates of Insurance to be provided to the Town annually or upon a material change in either policy.

Pine Tree shall furnish evidence to the Town with respect to the satisfaction of insurance requirements specified herein and that the premiums on the insurance policies as specified have been paid for one period of One (1) year.

25. Independent Contractor: Pine Tree is an independent contractor, and its agents, servants and employees, are not contemplated to be and are not intended to be employees of the Town.

26. Termination: This Agreement may be terminated prior to its expiration date by mutual written agreement of the parties hereto. Each party reserves the right to terminate this Agreement upon material nonperformance of the other party. Any such termination shall not restrict or operate as a waiver of any other remedies that may be available.

27. General Provisions:

A. Notices: All notices, demands and communications herein under shall be in writing and shall be served or given by registered U.S. mail, return receipt requested, or by overnight parcel service. Notice to Pine Tree shall be addressed to Pine Tree Waste, Inc., c/o Stuart Axelrod, General Manager, 87 Pleasant Hill Rd., Scarborough, Maine 04074, or to such other address as Pine Tree may request in writing. If intended for the Town, notices shall be addressed to the Town of West Bath, c/o Town Administrator, 219 Fosters Point Road, West Bath, Maine 04530, or to such other address as may be requested by the Town in writing. Notice shall be deemed given when received.

B. Waiver: It is hereby specifically agreed that the waiver of any single breach of any term, condition, covenant, obligation or agreement of this Agreement shall not be considered as a waiver of any other particular term, condition, covenant, obligation or agreement, or of any subsequent breach thereof.

C. Severability: If any provision of this Agreement or portion thereof, or the application thereof, to any particular person or circumstances, is held to be invalid by a Court of competent jurisdiction, the remainder of the Agreement, including the remainder of any such provision, and the application thereof, shall, to the extent permitted by law, not be adversely affected thereby.

D. Condemnation: If the whole or any portion, of the Facilities shall be taken or condemned by any competent authority for any public or any quasi public use or purpose, then and in the event the term of the within Agreement shall cease and terminate as of the date of such taking and/or condemnation, and the entire award shall belong to the Town, without any deduction therefore for any state or interest now or hereafter vested in Pine Tree. Should the Town terminate the contract by condemnation after Pine Tree has constructed the New Facilities, the Town shall be liable for the remaining value of the New Facilities.

E. Bankruptcy: If at any time during the term, Pine Tree 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, the Town may at its option and upon due action by the Board of Selectmen, declare this Agreement terminated and of no further force and effect. The Town shall provide Pine Tree with Fifteen (15) days notice prior to the Board of Selectmen voting to take such action.

F. Modification: Any modification of the terms and conditions of this Agreement of any additional terms and conditions shall not be effective unless in writing and signed by both parties.

G. Construction of Agreement: This Agreement, its performance, and any and all matters arising hereunder or related hereto, shall be construed and governed in accordance with the laws of the State of Maine without consideration of any conflict of laws provisions that would apply the law of any other state.

H. Integration: This Agreement represent the entire and integrated Agreement between the Town and Pine Tree and supersedes all prior negotiations, representations or agreements, written or oral, with the exception of the "Supplemental Agreement" for the use of the Town's former Salt Shed, entered into by both parties on February 28, 2005 and incorporated herein by reference.

I. Nondiscrimination: Pine Tree in its performance under the terms and conditions of this Agreement, shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex or handicap status. Pine Tree in its performance under the terms and conditions of this Agreement, shall not discriminate in its relationship with, hiring or, other contract with sub consultants or suppliers because of race, color, creed, national origin, ancestry, age, sex or handicap status. Pine Tree shall further indemnify and hold harmless the Town from any claims or demands of any third parties resulting from by Pine Tree of any of the provisions of this Paragraph and, in case of termination or cancellation of this Agreement, Pine Tree shall further indemnify the Town during the remainder of the original term or any extension thereof against any loss or damage suffered by reason of such termination.

J. Headings. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

K. Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by each party. Accordingly, this Agreement will be deemed to be the product of the Parties hereto and no ambiguity will be construed in favor of or against any party.

L. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

M. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

N. Force Majeure.

1. Pine Tree shall not be liable to the Town for damages without limitation (including liquidated damages) if Pine Tree's performance is delayed or prevented due to an event of Force Majeure. In such event, Pine Tree shall promptly notify the Town of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, Pine Tree shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the Town; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

2. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of Pine Tree to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of Pine Tree or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of Pine Tree, and Pine Tree has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents Pine Tree's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date, preventing performance of or compliance with the obligations hereunder.

* * * SIGNATURES APPEAR ON THE FOLLOWING PAGE * * *

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this
24th day of July 2007.

Pamela A. HDE
Pamela A. HDE
Pamela A. HDE

TOWN OF WEST BATH
By: Its Selectmen
S. Gardner
Stephen Gardner
D. Bourget
David Bourget
P. Oceretko
Peter Oceretko

Scott Humphrey

PINE TREE WASTE, INC.
By:
B. Oliver
Brian Oliver, Regional V.P.



Select board
Correspondence
09/23/2021



Maine Municipal
Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

September 14, 2021

Ms. Kristine Poland
Administrator
Town of West Bath
219 Fosters Point Rd
West Bath, ME 04530

Dear Kristine:

It gives me great pleasure to inform you that the Town of West Bath has been awarded the **Excellence Award** by the Board of Judges in the 2021 Maine Municipal Association Municipal Report Competition. Awards are given to the top three reports in five different population categories. Your community placed **third** in its population group.

The Board of Judges included Janine Pineau, freelance writer and regular contributor to the Maine Town & City, Betty Adams, freelance writer and regular contributor to the Maine Town & City, and Rebecca Lambert from the MMA Executive Office. The judging panel commends the municipal officials of your community for producing this exemplary municipal report for your citizens.

Your municipality will be recognized at our Annual Convention's Awards Luncheon on Thursday, September 30, live streamed from the Augusta Civic Center. The luncheon will begin at 12:30 p.m. Please register for the convention at your earliest convenience. If you have any questions regarding the competition, please contact Alicia Gaudet at 1-800-452-8786. Congratulations!

Sincerely,

Catherine M. Conlow
Executive Director

Cc: Kathleen Lavallee, Chair Selectboard



Select board Account Status as of 09/21/2021

Exp / Rev Summary Report
ALL Departments
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
01 GEN GOVT					
REVENUES					
01 AGENT FEES	12,000.00	3,548.00	3,548.00	8,452.00	29.57
03 PLUMB PERMIT	2,000.00	702.50	702.50	1,297.50	35.13
04 BLDG PERMIT	2,000.00	3,761.65	3,761.65	-1,761.65	188.08
08 SHELLFISH	4,500.00	50.00	50.00	4,450.00	1.11
10 BADCHECK FEE	0.00	20.00	20.00	-20.00	0.00
14 GAIN ON SALE	0.00	501.59	501.59	-501.59	0.00
20 TOWN SHARE	1,000.00	342.40	342.40	657.60	34.24
22 MDOT	23,000.00	0.00	0.00	23,000.00	0.00
24 MOORINGS	2,000.00	280.00	280.00	1,720.00	14.00
25 MISC. REV	0.00	41.00	41.00	-41.00	0.00
30 EXCISE TAX	490,000.00	142,310.19	142,310.19	347,689.81	29.04
31 BOAT EXCISE	8,000.00	649.60	649.60	7,350.40	8.12
32 SUSCOM CABLE	26,000.00	7,148.46	7,148.46	18,851.54	27.49
34 SNOWMOBILE	450.00	0.00	0.00	450.00	0.00
53 VETERANS	1,600.00	1,542.00	1,542.00	58.00	96.38
55 PT INTEREST	6,000.00	0.00	0.00	6,000.00	0.00
56 INT-CKBK	12,000.00	0.00	0.00	12,000.00	0.00
60 SALT SHED-R	3,300.00	550.00	550.00	2,750.00	16.67
61 TRANS STA-R	46,800.00	7,800.00	7,800.00	39,000.00	16.67
62 TRANS STA-F	58,000.00	23,011.55	23,011.55	34,988.45	39.68
70 SEPTIC FEES	0.00	795.00	795.00	-795.00	0.00
80 T.G.REIMB	5,000.00	0.00	0.00	5,000.00	0.00
82 W.C. REIMB	2,000.00	569.00	569.00	1,431.00	28.45
83 P.C. REIMB	0.00	1,339.00	1,339.00	-1,339.00	0.00
85 SCHOOL GRANT	0.00	34,239.62	34,239.62	-34,239.62	0.00
86 SCHOOL LUNCH	0.00	3,806.70	3,806.70	-3,806.70	0.00
89 SCHOOL SUB	0.00	43,496.94	43,496.94	-43,496.94	0.00
90 R/E TAXES	0.00	4,142,273.78	4,142,273.78	-4,142,273.78	0.00
93 INT ON TAXES	10,000.00	4,067.94	4,067.94	5,932.06	40.68
95 LIEN FEES	1,200.00	714.16	714.16	485.84	59.51
96 HOMESTEAD	63,000.00	98,628.00	98,628.00	-35,628.00	156.55
97 BETE REIMBUR	5,000.00	0.00	0.00	5,000.00	0.00
98 REV. SHARING	80,000.00	41,996.38	41,996.38	38,003.62	52.50
Revenue Total	864,850.00	4,564,185.46	4,564,185.46	-3,699,335.46	527.74
EXPENSES					
01 SELECTMEN	13,100.00	0.00	0.00	13,100.00	0.00
01 PAYROLL	13,100.00	0.00	0.00	13,100.00	0.00
01 SALARIES	13,100.00	0.00	0.00	13,100.00	0.00
02 TOWN ADMIN	71,820.00	16,574.40	16,574.40	55,245.60	23.08
01 PAYROLL	71,820.00	16,574.40	16,574.40	55,245.60	23.08
01 SALARIES	71,820.00	16,574.40	16,574.40	55,245.60	23.08
03 TAX COL/TREA	57,841.00	13,348.82	13,348.82	44,492.18	23.08
01 PAYROLL	57,841.00	13,348.82	13,348.82	44,492.18	23.08
01 SALARIES	57,841.00	13,348.82	13,348.82	44,492.18	23.08
04 TOWN CLERK	48,222.00	11,131.21	11,131.21	37,090.79	23.08
01 PAYROLL	48,222.00	11,131.21	11,131.21	37,090.79	23.08
01 SALARIES	48,222.00	11,131.21	11,131.21	37,090.79	23.08
05 CODE ENF	42,848.00	9,889.20	9,889.20	32,958.80	23.08
01 PAYROLL	42,848.00	9,889.20	9,889.20	32,958.80	23.08
01 SALARIES	42,848.00	9,889.20	9,889.20	32,958.80	23.08
06 ASSESSING AG	26,160.00	4,360.00	4,360.00	21,800.00	16.67
01 PAYROLL	26,160.00	4,360.00	4,360.00	21,800.00	16.67

Exp / Rev Summary Report
ALL Departments
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
01 GEN GOVT CONT'D					
01 SALARIES	26,160.00	4,360.00	4,360.00	21,800.00	16.67
07 HEALTH OFF	1,578.00	1,578.00	1,578.00	0.00	100.00
01 PAYROLL	1,578.00	1,578.00	1,578.00	0.00	100.00
01 SALARIES	1,578.00	1,578.00	1,578.00	0.00	100.00
08 ROAD COMM	8,085.00	1,347.50	1,347.50	6,737.50	16.67
01 PAYROLL	8,085.00	1,347.50	1,347.50	6,737.50	16.67
01 SALARIES	8,085.00	1,347.50	1,347.50	6,737.50	16.67
09 ANIMAL CONT	2,052.00	615.60	615.60	1,436.40	30.00
01 PAYROLL	2,052.00	615.60	615.60	1,436.40	30.00
01 SALARIES	2,052.00	615.60	615.60	1,436.40	30.00
10 HARBOR MAST	2,332.00	0.00	0.00	2,332.00	0.00
01 PAYROLL	2,332.00	0.00	0.00	2,332.00	0.00
01 SALARIES	2,332.00	0.00	0.00	2,332.00	0.00
11 FIRE CHIEF	12,312.00	2,841.60	2,841.60	9,470.40	23.08
01 PAYROLL	12,312.00	2,841.60	2,841.60	9,470.40	23.08
01 SALARIES	12,312.00	2,841.60	2,841.60	9,470.40	23.08
12 DEPUTY	3,500.00	0.00	0.00	3,500.00	0.00
01 PAYROLL	3,500.00	0.00	0.00	3,500.00	0.00
01 SALARIES	3,500.00	0.00	0.00	3,500.00	0.00
13 FIRE CAPT 2	1,722.00	0.00	0.00	1,722.00	0.00
01 PAYROLL	1,722.00	0.00	0.00	1,722.00	0.00
01 SALARIES	1,722.00	0.00	0.00	1,722.00	0.00
15 LIEUTENANT	912.00	0.00	0.00	912.00	0.00
01 PAYROLL	912.00	0.00	0.00	912.00	0.00
01 SALARIES	912.00	0.00	0.00	912.00	0.00
Expense Total	292,484.00	61,686.33	61,686.33	230,797.67	21.09
Net Profit / (Loss)	572,366.00	4,502,499.13	4,502,499.13	3,930,133.13	

02 INS & BENE

EXPENSES

01 PAY TAXES	24,000.00	4,405.52	4,405.52	19,594.48	18.36
02 INS/BENE	24,000.00	4,405.52	4,405.52	19,594.48	18.36
01 PAY TAXES	24,000.00	4,405.52	4,405.52	19,594.48	18.36
02 RETIREMENT	26,300.00	6,275.38	6,275.38	20,024.62	23.86
02 INS/BENE	26,300.00	6,275.38	6,275.38	20,024.62	23.86
02 MEPERS/ICMA	26,300.00	6,275.38	6,275.38	20,024.62	23.86
03 INSURANCE	106,500.00	23,280.89	23,280.89	83,219.11	21.86
02 INS/BENE	106,500.00	23,280.89	23,280.89	83,219.11	21.86
03 HEALTH INS	80,000.00	13,228.84	13,228.84	66,771.16	16.54
05 WORK COMP	6,000.00	530.55	530.55	5,469.45	8.84
06 PROP/CAS	19,500.00	9,521.50	9,521.50	9,978.50	48.83
07 VOLUNT FF	1,000.00	0.00	0.00	1,000.00	0.00
Expense Total	156,800.00	33,961.79	33,961.79	122,838.21	21.66
Net Profit / (Loss)	(156,800.00)	(33,961.79)	(33,961.79)	122,838.21	

03 TOWN ADMIN

EXPENSES

01 OFFICE EXP	38,400.00	2,694.23	2,694.23	35,705.77	7.02
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Exp / Rev Summary Report
ALL Departments
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
03 TOWN ADMIN CONT'D					
05 PROF SERV	15,600.00	558.53	558.53	15,041.47	3.58
03 AUDIT	9,500.00	0.00	0.00	9,500.00	0.00
05 ADVERTISING	2,000.00	113.33	113.33	1,886.67	5.67
06 TOWN REPORT	2,600.00	0.00	0.00	2,600.00	0.00
10 REG OF DEEDS	1,500.00	445.20	445.20	1,054.80	29.68
06 SUPPLIES	9,100.00	799.36	799.36	8,300.64	8.78
01 OFFICE	3,600.00	220.22	220.22	3,379.78	6.12
02 POSTAGE	3,500.00	173.95	173.95	3,326.05	4.97
03 COPIER	2,000.00	405.19	405.19	1,594.81	20.26
07 DUES/TRAIN	5,800.00	185.00	185.00	5,615.00	3.19
01 PROF DUES	4,200.00	0.00	0.00	4,200.00	0.00
02 EMPL TRAIN	800.00	185.00	185.00	615.00	23.13
03 TRAVEL REIMB	800.00	0.00	0.00	800.00	0.00
08 UTILITIES	7,900.00	1,151.34	1,151.34	6,748.66	14.57
01 ELECTRIC	1,900.00	246.84	246.84	1,653.16	12.99
02 HEATING OIL	1,900.00	0.00	0.00	1,900.00	0.00
04 TELEPHONE	2,800.00	673.60	673.60	2,126.40	24.06
05 CELL PHONE	400.00	120.03	120.03	279.97	30.01
07 WATER	900.00	110.87	110.87	789.13	12.32
03 COMP/TECH	51,000.00	19,548.85	19,548.85	31,451.15	38.33
05 PROF SERV	50,000.00	19,548.85	19,548.85	30,451.15	39.10
11 CONTRACTS	50,000.00	19,548.85	19,548.85	30,451.15	39.10
06 SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
05 COMPUTER	1,000.00	0.00	0.00	1,000.00	0.00
04 ASSESSING	0.00	164.99	164.99	-164.99	0.00
05 PROF SERV	0.00	164.99	164.99	-164.99	0.00
14 ABATEMENT	0.00	164.99	164.99	-164.99	0.00
06 SELECT CONT	10,000.00	0.00	0.00	10,000.00	0.00
05 PROF SERV	10,000.00	0.00	0.00	10,000.00	0.00
11 CONTRACTS	10,000.00	0.00	0.00	10,000.00	0.00
15 VOTING	3,300.00	0.00	0.00	3,300.00	0.00
01 PAYROLL	2,000.00	0.00	0.00	2,000.00	0.00
02 WAGES	2,000.00	0.00	0.00	2,000.00	0.00
05 PROF SERV	500.00	0.00	0.00	500.00	0.00
05 ADVERTISING	500.00	0.00	0.00	500.00	0.00
06 SUPPLIES	800.00	0.00	0.00	800.00	0.00
01 OFFICE	700.00	0.00	0.00	700.00	0.00
08 FOOD	100.00	0.00	0.00	100.00	0.00
20 OFFICE CLEAN	5,720.00	1,390.00	1,390.00	4,330.00	24.30
05 PROF SERV	5,720.00	1,390.00	1,390.00	4,330.00	24.30
11 CONTRACTS	5,720.00	1,390.00	1,390.00	4,330.00	24.30
21 BUILDING MNT	6,720.00	2,023.46	2,023.46	4,696.54	30.11
06 SUPPLIES	200.00	0.00	0.00	200.00	0.00
06 CLEAN/PAPER	200.00	0.00	0.00	200.00	0.00
08 UTILITIES	2,120.00	203.46	203.46	1,916.54	9.60
06 ALARM	1,700.00	137.04	137.04	1,562.96	8.06
08 DUMPSTER	420.00	66.42	66.42	353.58	15.81
10 REPAIRS/MAIN	4,400.00	1,820.00	1,820.00	2,580.00	41.36
02 BUILDING	1,000.00	230.00	230.00	770.00	23.00
05 LAWN CARE	3,100.00	1,590.00	1,590.00	1,510.00	51.29
07 EQUIPMENT	300.00	0.00	0.00	300.00	0.00
22 REVALUATION	150,000.00	0.00	0.00	150,000.00	0.00
05 PROF SERV	150,000.00	0.00	0.00	150,000.00	0.00

Exp / Rev Summary Report
ALL Departments
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
03 TOWN ADMIN CONT'D					
11 CONTRACTS	150,000.00	0.00	0.00	150,000.00	0.00
Expense Total	265,140.00	25,821.53	25,821.53	239,318.47	9.74
Net Profit / (Loss)	(265,140.00)	(25,821.53)	(25,821.53)	239,318.47	
04 LEGAL					
EXPENSES					
01 LEGAL	20,000.00	1,005.90	1,005.90	18,994.10	5.03
05 PROF SERV	20,000.00	1,005.90	1,005.90	18,994.10	5.03
01 LEGAL	20,000.00	1,005.90	1,005.90	18,994.10	5.03
Expense Total	20,000.00	1,005.90	1,005.90	18,994.10	5.03
Net Profit / (Loss)	(20,000.00)	(1,005.90)	(1,005.90)	18,994.10	
05 WELFARE					
EXPENSES					
01 GENERAL ASST	0.00	440.00	440.00	-440.00	0.00
05 PROF SERV	0.00	175.00	175.00	-175.00	0.00
11 CONTRACTS	0.00	175.00	175.00	-175.00	0.00
30 GENERAL ASST	0.00	265.00	265.00	-265.00	0.00
01 HOUSING	0.00	265.00	265.00	-265.00	0.00
Expense Total	0.00	440.00	440.00	-440.00	0.00
Net Profit / (Loss)	0.00	(440.00)	(440.00)	(440.00)	
10 PROTECTION					
EXPENSES					
05 AMB SERV	75,000.00	15,373.68	15,373.68	59,626.32	20.50
05 PROF SERV	75,000.00	15,373.68	15,373.68	59,626.32	20.50
11 CONTRACTS	75,000.00	15,373.68	15,373.68	59,626.32	20.50
10 HYDRANTS	27,544.00	6,885.80	6,885.80	20,658.20	25.00
08 UTILITIES	27,544.00	6,885.80	6,885.80	20,658.20	25.00
10 HYDRANTS	27,544.00	6,885.80	6,885.80	20,658.20	25.00
30 FD OPERATION	81,510.00	9,726.32	9,726.32	71,783.68	11.93
06 SUPPLIES	14,190.00	1,748.00	1,748.00	12,442.00	12.32
01 OFFICE	850.00	0.00	0.00	850.00	0.00
05 COMPUTER	2,580.00	1,748.00	1,748.00	832.00	67.75
07 CLOTHING	10,260.00	0.00	0.00	10,260.00	0.00
08 FOOD	500.00	0.00	0.00	500.00	0.00
07 DUES/TRAIN	5,670.00	375.00	375.00	5,295.00	6.61
01 PROF DUES	0.00	375.00	375.00	-375.00	0.00
02 EMPL TRAIN	5,670.00	0.00	0.00	5,670.00	0.00
08 UTILITIES	15,360.00	2,884.86	2,884.86	12,475.14	18.78
01 ELECTRIC	4,500.00	623.67	623.67	3,876.33	13.86
03 NATURAL GAS	4,000.00	252.33	252.33	3,747.67	6.31
04 TELEPHONE	720.00	207.09	207.09	512.91	28.76
05 CELL PHONE	2,240.00	484.54	484.54	1,755.46	21.63
06 ALARM	1,000.00	1,022.53	1,022.53	-22.53	102.25
08 DUMPSTER	1,800.00	40.00	40.00	1,760.00	2.22
09 INTERNET	1,100.00	254.70	254.70	845.30	23.15
10 REPAIRS/MAIN	11,400.00	7.73	7.73	11,392.27	0.07
02 BUILDING	11,400.00	7.73	7.73	11,392.27	0.07
15 VHCL/EQUIP	29,620.00	3,481.44	3,481.44	26,138.56	11.75

Exp / Rev Summary Report
ALL Departments
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
10 PROTECTION CONT'D					
01 GAS/DIESEL	4,500.00	448.39	448.39	4,051.61	9.96
02 MAINT/REP	15,120.00	3,010.57	3,010.57	12,109.43	19.91
03 NEW EQUIP	10,000.00	22.48	22.48	9,977.52	0.22
16 RESCUE	5,270.00	1,229.29	1,229.29	4,040.71	23.33
01 PHYS/SUPPL	5,270.00	404.00	404.00	4,866.00	7.67
03 SUPPLIES	0.00	825.29	825.29	-825.29	0.00
32 FD INCENTIVE	22,580.00	0.00	0.00	22,580.00	0.00
01 PAYROLL	22,580.00	0.00	0.00	22,580.00	0.00
02 WAGES	22,580.00	0.00	0.00	22,580.00	0.00
35 FD CAPITAL	0.00	1,057.65	1,057.65	-1,057.65	0.00
15 VHCL/EQUIP	0.00	1,057.65	1,057.65	-1,057.65	0.00
03 NEW EQUIP	0.00	1,057.65	1,057.65	-1,057.65	0.00
40 ANIMAL CNTRL	5,198.00	2,846.10	2,846.10	2,351.90	54.75
05 PROF SERV	2,863.00	2,721.65	2,721.65	141.35	95.06
11 CONTRACTS	2,863.00	2,721.65	2,721.65	141.35	95.06
07 DUES/TRAIN	1,535.00	0.00	0.00	1,535.00	0.00
01 PROF DUES	35.00	0.00	0.00	35.00	0.00
02 EMPL TRAIN	200.00	0.00	0.00	200.00	0.00
03 TRAVEL REIMB	1,300.00	0.00	0.00	1,300.00	0.00
08 UTILITIES	600.00	124.45	124.45	475.55	20.74
05 CELL PHONE	600.00	124.45	124.45	475.55	20.74
15 VHCL/EQUIP	200.00	0.00	0.00	200.00	0.00
03 NEW EQUIP	200.00	0.00	0.00	200.00	0.00
Expense Total	211,832.00	35,889.55	35,889.55	175,942.45	16.94
Net Profit / (Loss)	(211,832.00)	(35,889.55)	(35,889.55)	175,942.45	

15 EDUCATION

EXPENSES

01 SCHOOL	0.00	543,275.14	543,275.14	-543,275.14	0.00
01 PAYROLL	0.00	344,741.01	344,741.01	-344,741.01	0.00
02 WAGES	0.00	344,741.01	344,741.01	-344,741.01	0.00
25 SCHOOL	0.00	198,534.13	198,534.13	-198,534.13	0.00
01 SCHOOL	0.00	198,534.13	198,534.13	-198,534.13	0.00
Expense Total	0.00	543,275.14	543,275.14	-543,275.14	0.00
Net Profit / (Loss)	0.00	(543,275.14)	(543,275.14)	(543,275.14)	

20 HARBOR/WATER

EXPENSES

01 SHELL WARDEN	20,790.00	2,894.92	2,894.92	17,895.08	13.92
01 PAYROLL	15,390.00	2,154.60	2,154.60	13,235.40	14.00
02 WAGES	15,390.00	2,154.60	2,154.60	13,235.40	14.00
07 DUES/TRAIN	5,000.00	399.28	399.28	4,600.72	7.99
03 TRAVEL REIMB	5,000.00	399.28	399.28	4,600.72	7.99
08 UTILITIES	300.00	0.00	0.00	300.00	0.00
05 CELL PHONE	300.00	0.00	0.00	300.00	0.00
15 VHCL/EQUIP	100.00	341.04	341.04	-241.04	341.04
03 NEW EQUIP	100.00	341.04	341.04	-241.04	341.04
02 BOAT	800.00	0.00	0.00	800.00	0.00
15 VHCL/EQUIP	800.00	0.00	0.00	800.00	0.00
01 GAS/DIESEL	200.00	0.00	0.00	200.00	0.00
02 MAINT/REP	500.00	0.00	0.00	500.00	0.00

Exp / Rev Summary Report

ALL Departments
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
20 HARBOR/WATER CONT'D					
03 NEW EQUIP	100.00	0.00	0.00	100.00	0.00
04 SABINO LAND	0.00	-25.00	-25.00	25.00	0.00
20 ROAD EXPENSE	0.00	-25.00	-25.00	25.00	0.00
01 SIGNS	0.00	-25.00	-25.00	25.00	0.00
05 HRBR MSTR	1,800.00	0.00	0.00	1,800.00	0.00
02 INS/BENE	300.00	0.00	0.00	300.00	0.00
08 INSURANCE	300.00	0.00	0.00	300.00	0.00
06 SUPPLIES	800.00	0.00	0.00	800.00	0.00
10 DEPT SUPPLY	800.00	0.00	0.00	800.00	0.00
15 VHCL/EQUIP	700.00	0.00	0.00	700.00	0.00
01 GAS/DIESEL	500.00	0.00	0.00	500.00	0.00
02 MAINT/REP	200.00	0.00	0.00	200.00	0.00
Expense Total	23,390.00	2,869.92	2,869.92	20,520.08	12.27
Net Profit / (Loss)	(23,390.00)	(2,869.92)	(2,869.92)	20,520.08	

25 SANITATION

EXPENSES

01 SOLID WASTE	11,750.00	1,919.44	1,919.44	9,830.56	16.34
05 PROF SERV	11,750.00	1,919.44	1,919.44	9,830.56	16.34
12 RECYCLING	11,750.00	1,919.44	1,919.44	9,830.56	16.34
02 RECYC CMTEE	2,800.00	482.00	482.00	2,318.00	17.21
05 PROF SERV	2,800.00	482.00	482.00	2,318.00	17.21
11 CONTRACTS	2,800.00	482.00	482.00	2,318.00	17.21
Expense Total	14,550.00	2,401.44	2,401.44	12,148.56	16.50
Net Profit / (Loss)	(14,550.00)	(2,401.44)	(2,401.44)	12,148.56	

30 PUBLIC WORKS

EXPENSES

01 GENERAL ROAD	378,800.00	5,924.74	5,924.74	372,875.26	1.56
05 PROF SERV	500.00	0.00	0.00	500.00	0.00
05 ADVERTISING	500.00	0.00	0.00	500.00	0.00
06 SUPPLIES	100.00	0.00	0.00	100.00	0.00
01 OFFICE	100.00	0.00	0.00	100.00	0.00
07 DUES/TRAIN	200.00	0.00	0.00	200.00	0.00
03 TRAVEL REIMB	200.00	0.00	0.00	200.00	0.00
20 ROAD EXPENSE	378,000.00	5,924.74	5,924.74	372,075.26	1.57
01 SIGNS	1,000.00	34.74	34.74	965.26	3.47
03 PAINT/MOW	8,000.00	2,100.00	2,100.00	5,900.00	26.25
04 CULVERTS	10,000.00	0.00	0.00	10,000.00	0.00
05 PATCH	40,000.00	0.00	0.00	40,000.00	0.00
07 TREE TRIM	10,000.00	0.00	0.00	10,000.00	0.00
11 GRADING	4,000.00	3,790.00	3,790.00	210.00	94.75
12 REPAIRS	100,000.00	0.00	0.00	100,000.00	0.00
13 DITCHING	50,000.00	0.00	0.00	50,000.00	0.00
14 ENGINEERING	5,000.00	0.00	0.00	5,000.00	0.00
96 PAVING	150,000.00	0.00	0.00	150,000.00	0.00
03 SALT SHED	700.00	34.90	34.90	665.10	4.99
08 UTILITIES	600.00	34.90	34.90	565.10	5.82
01 ELECTRIC	600.00	34.90	34.90	565.10	5.82
10 REPAIRS/MAIN	100.00	0.00	0.00	100.00	0.00
02 BUILDING	100.00	0.00	0.00	100.00	0.00

Exp / Rev Summary Report

ALL Departments
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
30 PUBLIC WORKS CONT'D					
04 STREET LIGHT	2,000.00	378.14	378.14	1,621.86	18.91
08 UTILITIES	2,000.00	378.14	378.14	1,621.86	18.91
01 ELECTRIC	2,000.00	378.14	378.14	1,621.86	18.91
10 SNOW REMOVAL	240,250.00	133.01	133.01	240,116.99	0.06
20 ROAD EXPENSE	40,300.00	133.01	133.01	40,166.99	0.33
08 SALT/SAND	40,000.00	0.00	0.00	40,000.00	0.00
10 CONTRACT/ADS	300.00	133.01	133.01	166.99	44.34
21 CONTRACTS	199,950.00	0.00	0.00	199,950.00	0.00
01 ROAD PLOW	184,950.00	0.00	0.00	184,950.00	0.00
02 TOWN LOTS	15,000.00	0.00	0.00	15,000.00	0.00
Expense Total	621,750.00	6,470.79	6,470.79	615,279.21	1.04
Net Profit / (Loss)	(621,750.00)	(6,470.79)	(6,470.79)	615,279.21	
35 COMMITTEES					
EXPENSES					
02 CEMETERIES	300.00	0.00	0.00	300.00	0.00
15 VHCL/EQUIP	300.00	0.00	0.00	300.00	0.00
02 MAINT/REP	300.00	0.00	0.00	300.00	0.00
04 COMM AGENCY	46,959.00	44,096.00	44,096.00	2,863.00	93.90
05 PROF SERV	46,959.00	44,096.00	44,096.00	2,863.00	93.90
09 COMM AGEN	46,959.00	44,096.00	44,096.00	2,863.00	93.90
06 PLANNING BRD	3,000.00	-572.33	-572.33	3,572.33	-19.08
05 PROF SERV	3,000.00	-583.12	-583.12	3,583.12	-19.44
05 ADVERTISING	3,000.00	-583.12	-583.12	3,583.12	-19.44
06 SUPPLIES	0.00	10.79	10.79	-10.79	0.00
01 OFFICE	0.00	10.79	10.79	-10.79	0.00
Expense Total	50,259.00	43,523.67	43,523.67	6,735.33	86.60
Net Profit / (Loss)	(50,259.00)	(43,523.67)	(43,523.67)	6,735.33	
40 SPEC ASSESS					
EXPENSES					
01 COUNTY TAX	716,645.00	0.00	0.00	716,645.00	0.00
05 PROF SERV	716,645.00	0.00	0.00	716,645.00	0.00
13 COUNTY	716,645.00	0.00	0.00	716,645.00	0.00
Expense Total	716,645.00	0.00	0.00	716,645.00	0.00
Net Profit / (Loss)	(716,645.00)	0.00	0.00	716,645.00	