Town of West Bath
Public Meeting Notice

Select Board: Kathleen Lavallee, Chair
Suzanne Andresen
Madelyn Hennessey

Town Administrator: Kristine Poland

Town Clerk: Karly Perry

A meeting of the West Bath Select Board will be held **Thursday August 3, 2023, at 5:30 pm** at the **West Bath Town Hall,** 219 Fosters Point Road.

Tentative Agenda

I. Call to Order

II. Attendance and Establishment of Quorum

III. Pledge of Allegiance

IV. Consent Agenda
1. Approval of Minutes:
    a. July 20, 2023
2. Approval of Warrant(s):
    a. Municipal
    b. School
3. Upcoming Select Board Meeting(s):
    a. August 17, 2023, at 5:30 pm at the West Bath Town Hall

V. Select Board Comments/Announcements

VI. Business Items
1. Request to amend the Land Use Ordinance concerning "Public and Private Recreation Areas"
2. Comprehensive Plan, discussion concerning submission of the plan to the State to determine consistency with Maine's Growth Management Act
3. Planning assistance proposal with Midcoast Council of Governments, second draft for review
4. Purchasing and Bid Procedures, second draft for review
5. Solid Waste and Recycling contract, first draft for review
6. Town Administrator's Report
7. Future agenda items

VII. Public Comment

VIII. Adjournment

Select Board Meeting Minutes July 20, 2023

219 Fosters Point Road, West Bath ME 04530 · Phone (207) 443-4342 · Town Administrator email: townadministrator@westbathmaine.gov

Town of West Bath
Select Board Meeting Minutes
Thursday, July 20, 2023

Town of West Bath Select Board:	Kathleen Lavallee, Chair	**- Present**
	Suzanne Andresen	**- Present**
	Madelyn Hennessey	**- Present**
Town Staff Present:	Kristine Poland, Town Administrator Max Johnstone (Midcoast Council of Governments)	
Broadband Task Force:	Elliott Rosen, Chair, Michelle Rusk, Robert Webb, Steve Winter	
Public:	Darlene Estabrook, Perry Estabrook, David Hennessey	

A meeting of the Select Board was held at the West Bath Town Hall on **Thursday, July 20, 2023, 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. July 6, 2023
2. Approval of Warrant(s):
   a. Municipal
   b. School
3. Upcoming Board of Selectmen Meeting(s):
   a. August 3, 2023, at 5:30 pm at the West Bath Town Hall

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

V. SELECT BOARD COMMENTS/ANNOUNCEMENTS:

Municipal Officer Lavallee provided clarification on the revaluation letters by stating that the letter is not a tax bill and that the mill rate has not been set yet.

Municipal Officer Andresen asked for clarification on whether the Select Board will review the Comprehensive Plan prior to review by the State. David Hennessey stated that the Select Board appointed the Comprehensive Plan Committee and has had the opportunity to review throughout the process. Municipal Officer Andresen stated that the Committee is tasked with making recommendations, not decisions. She then stated her preference that the Select Board review the documents prior to sending them on to the State. Municipal Officer Hennessey suggested that this be a discussion by the Select Board, which Town Administrator Kristine Poland agreed to place on the next agenda. Municipal Officer Lavallee asked that Ms. Poland send the documents to the Select Board for review so as not to hold up the process.

VI. BUSINESS ITEMS (SELECT BOARD)

1. **Broadband Task Force Report**

Elliot Rosen, Broadband Task Force Chair, presented the Board with findings from the Task Force. He then complimented the committee and Town staff on their work as well as Municipal Officer Andresen. Mr. Rosen reviewed the process followed by the Task Force in researching underserved areas within West Bath and progress made with Comcast to improve services under their current

franchise agreement with the Town. He then spoke to grant opportunities to expand fiberoptic access through Fidium, which the committee recommends as a more reliable service. Mr. Rosen reviewed his recommendations to the Board including a USPS mailing to survey residents, and improved negotiations with Comcast in the next service agreement.

Municipal Officer asked Ms. Poland if the grant is available, to which she stated that she was unable to locate the grant but would research further. Ms. Poland then stated that other funding options are available should the Board agree to move forward with a survey.

Municipal Officer Hennessey noted the changes in technology since the last service and agreed that a survey to residents would be useful in moving forward.

Municipal Officer Andresen asked how quickly a survey could be produced, to which Mr. Rosen stated could be done in the following week.

Municipal Officer Andresen moved, seconded by Municipal Officer Hennessey, to approve the survey with funding from a grant or ARPA funding on behalf of the Broadband Task Force. Select Board unanimously approved

Ms. Poland asked that item 3 be taken out of order to allow Mr. Johnstone to be present, to which the Select Board agreed.

3. **Planning Assistance Proposal, Midcoast Council of Governments**
Municipal Officer Lavallee reviewed a proposal of planning assistance and introduced Max Johnstone of Midcoast Council of Governments.

Municipal Officer Andresen asked for clarification on language regarding LD2003, which Mr. Johnstone noted that even though the Town has already reviewed ordinance changes, the language has since changed at the State level. Municipal Officer Andresen referenced financial support from the State to implement changes, to which Ms. Poland confirmed that she had applied for and received approval for $10,000 to be received within a few weeks. Municipal Officer Andresen stated that the $10,000 could be used. Mr. Johnstone noted that the cost estimate is high to cover any potential issues but should come in under cost.

Municipal Officer Andresen questioned the necessity of hiring outside planning assistance, which Ms. Poland explained was a recommendation of the Town Attorney in order to ensure that proper procedure is followed.

Municipal Officer Andresen expressed concern that the $10,000 would not cover all costs, to which Mr. Johnstone stated that MCOG also offers 16 free hours to all members, ensuring that the $10,000 will cover the costs of ordinance updates.

Darlene Estabrook, Planning Board Chair, asked for clarification on the scope of the work. Ms. Poland stated that the scope of work was provided for discussion purposed. Mr. Johnstone explained his role in reviewing applications on behalf of the Town as a third party prior to review by the Planning Board.

Municipal Officer Hennessey spoke to prior discussions regarding hiring a planner, which she believes would be accomplished through this proposal.

Municipal Officer Lavallee expressed her opinion that a planning assistant as a third party could help improve relations between the Planning Board and Town Staff.

Ms. Estabrook expressed her belief that processes had improved. Municipal Officer Hennessey stated that it is not unusual for Towns to hire experienced third parties for consulting.

Municipal Officer Andresen spoke to the need for fiscal responsibility, then spoke to Mr. Johnstone's knowledge and abilities to support the Town. Ms. Poland assured the Board that the funding received would cover the costs of the program. Mr. Johnstone noted that if the Board preferred to hold off on signing a contract, he could still move forward providing third-party assistance on a trail basis using the 16 hours provided through the agreement with MCOG. Municipal Officer Andresen stated that she does not have an issue in signing a contract.

Municipal Officer Lavallee spoke to the benefits of having third-party support for the Planning Board, to which Municipal Officer Andresen agreed Mr. Johnstone could provide clarity within the ordinances.

Municipal Officer Hennessey moved, seconded by Municipal Officer Lavalee, to authorize the Town Administrator and MCOG to continue discussions to review at the next meeting. Select Board unanimously approved.

2. **Purchasing and Bid Procedures, Policy Review**

Municipal Officer Lavallee noted that the proposed policy has been revised based on the discussion at the previous meeting.

Municipal Officer Hennessey moved, seconded by Municipal Officer to approve the Purchasing and Bid Procedures as provided. Municipal Officer Andresen asked that proof of request be included in language regarding receiving price quotes and remove language regarding "if available". Ms. Poland stated that in some instances there are not three parties to contact for price quotes.

Municipal Officer Andresen asked that the sealed bid policy should include language that bids not only be advertised, but also mailed directly to qualified individuals. Municipal Officer Lavallee asked how it would be determined who is qualified. Municipal Officer Andresen spoke to allowing interested parties to participate in Town projects. Ms. Poland recommended allowing departments autonomy in the decision-making process and cautioned against making the policy too wordy. Municipal Officer Lavallee stated that contractors expect that projects will be advertised and expressed concern regarding direct mailing, recommending that reference to such be struck from the policy. Ms. Estabrook suggested that specific projects may require direct mailing. Municipal Officer Hennessey agreed that references to direct mail be removed from the policy.

Municipal Officer Andresen asked that change orders for which the Road Commissioner is the contractor should not be approved by the Road Commissioner, to which the Board agreed.

Municipal Officer Andresen stated that change orders coming from an engineer should require an explanation, to which Ms. Poland stated that the engineer does provide this. Municipal Officer Andresen stated her preference that the policy solidify the requirement as a part of the procedure.

Municipal Officer Andresen asked if the one-year warrantee language includes Public Works, which Ms. Poland agreed could be clarified further.

Municipal Officer Hennessey moved, seconded by Municipal Officer Lavallee, to table the motion to allow for edits to be made to the policy. Select Board unanimously approved.

4. **Sagadahoc County Telecommunications Facility, Application for Driveway/Entrance Permit**
Municipal Officer Lavallee announced that the County is close to being approved by the State on the driveway permit application. The permit requires the property owner's signature, which the Town Attorney has confirmed that the Select Board has the authority to sign the permit on the Town's behalf.

   Municipal Officer Andresen asked if the conflict between the solar project and the communications tower has been resolved. Municipal Officer Lavallee stated that by signing the Select Board would only be approving access to the property where the former rest area is located off of US Route 1. Municipal Officer Andresen expressed concern that the communications tower may interfere with the solar project. Ms. Poland stated that the County is currently working with the solar company to find a solution.

   Municipal Officer Andresen asked if the access point intersects the solar project. The Select Board reviewed the location of the access point with Ms. Estabrook.

   Municipal Officer Hennessey moved, seconded by Municipal Officer Lavallee, to approve pending continued discussion with the solar company. Select Board approved with two in favor and one opposed. Municipal Officer Andresen clarified that she is not opposed to the project, but that she does not want to impose on the leased solar area.

5. **Conflict Waiver, Maine Gravel Services and/or West Bath Parking LLC**
Ms. Poland stated that Mr. Crooker has signed the waiver allowing Jensen Baird to work with the Board Appeals during the appeal process. She clarified that Jensen Baird will be representing the Board of Appeals and not the Planning Board.

   Ms. Estabrook stated that the appeal did not come from Jensen Baird. Ms. Poland stated that Mr. Crooker has decided to work with another firm, but previously held a relationship with Mr. Crooker which requires that the conflict waiver be signed.

   Municipal Officer Hennessey moved, seconded by Municipal Officer Andresen, to authorize the Town Administrator to send an email authorizing the Town Attorney to represent the Board of Appeals in this matter. Select Board unanimously approved.

   Ms. Poland announced that Town Clerk Karly Perry will work with the Town Attorney to set up a hearing date.

6. **Window Replacement, Request for Quotes**
Municipal Officer Lavallee introduced a request for quotes for window replacement. Municipal Officer Andresen asked if the project was included in the ARPA funding. Ms. Poland confirmed that $10,000 of ARPA funding was set aside for window replacement.

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

   Ms. Poland announced that she would be putting together a request for quotes for painting using the same format in order to continue work that began prior to the pandemic. Municipal Officer Andresen asked Ms. Poland to provide a review of ARPA funds at the next meeting. Ms. Poland noted that there is approximately $30,000 of unappropriated funding remaining.

7. **Town Administrator's Report**

Ms. Poland announced that the Androscoggin to Kennebec Transportation Alternatives program grant application was sent out. Considerable effort was taken by Bath and Brunswick in applying for the grant. Results of the application will be announced in January 2024. West Bath has committed a total of $10,000, $5000 approved at the last Select Board meeting with an additional $5000 to be provided by Kennebec Estuary Land Trust (KELT). Ms. Estabrook asked where the trail would go, which MDOT has yet to determine the specific path.

Ms. Poland stated that she met with Jim Williams and Peter Francisco, who have asked for the Select Board to appoint members to a Harbors and Waterways Committee. They are interested in addressing aquaculture and reviewing applications for aquaculture leases prior to Harbor Master approval. Municipal Officer Hennessey stated that the Town does not have the authority to advise the Department of Marine Resources (DMR) on their process. Municipal Officer Andresen asked if private citizens have an opportunity to submit concerns, which Ms. Poland confirmed that they do. Ms. Poland stated her belief that they are looking to advise the Harbor Master. Mr. Hennessey stated that the Harbor Master has a process that he is required to follow. Municipal Officer Hennessey stated that the Harbor Master's signature is not the sole consideration of the DMR and that it is not the duty of the Town to interfere with their process.

Ms. Poland stated that she has placed the Town on the list for the installation of heat pumps. The previously designated system no longer qualifies for the Efficiency Maine incentive program. Based on the updated quote, Ms. Poland is recommending going with the same system which has increased approximately $1000. She also stated that the service plan was misquoted at $1800 when it is in fact $5100 annually. The total proposal is $22,944. Municipal Officer Andresen suggested putting the project out to bid. Ms. Estabrook asked why the Town would not consider a system that qualified for the incentive program. Ms. Poland stated that those systems would require two outdoor systems with two indoor heads which would increase the cost of the system. Ms. Poland then agreed that she is amenable to putting the project out to bid. Ms. Estabrook asked if the Town would retain the other heat source, which Ms. Poland confirmed that they would. Ms. Poland asked if the Select Board is interested in adding a heat pump to the Select Board room, which the Board agreed they are not interested in, but agreed to look at as a separate item.

8. **Future Agenda Items**

None

VII. BUSINESS ITEMS (BOARD OF ASSESSORS)

1. **Personal Property Tax Abatements**

Municipal Officer Hennessey observed the personal property accounts provided by the Tax Collector. Ms. Poland presented paperwork for each account for the Select Board to sign, then reviewed the process moving forward which will account for all personal property, collect, and file liens on uncollected accounts in accordance with State statute.

Municipal Officer Hennessey moved, seconded by Municipal Officer Lavallee, to declare the accounts uncollectable and proceed as discussed at the July 6, 2023, Select Board meeting. Select Board unanimously approved.

VIII. PUBLIC COMMENT

Ms. Estabrook asked if any of the Select Board members will be at the Board of Appeals, to which Ms. Poland stated that the Town Attorney has advised against the Select Board attending. Ms. Estabrook expressed her opinion that it is important for the Select Board to be aware of what is going on.

Ms. Estabrook announced that she and Perry Estabrook had come in to speak with Assessing Agent Bob Gingras. She recalled the previous abatement request that was granted on her property which is no longer reflected in the tax amount. Ms. Poland stated that during a revaluation process the assessing company has the right to not honor previous abatements. Discussion followed on whether properties are assessed annually. Ms. Estabrook asked when the revaluation process will be finished, to which Ms. Poland was uncertain. Ms. Estabrook asked if there was a date for tax commitment, which there is not.

The Select Board discussed the Town audit, which has not yet been completed. Ms. Poland expressed frustration with the process and suggested looking into separating the school audit from the rest of the departments of the Town. Discussion followed with concern regarding setting a mill rate without having a completed audit.

Ms. Estabrook complained that there was information not provided which would have been helpful in understanding their assessment.

IX. ADJOURNMENT

Municipal Officer Lavallee moved to adjourn, seconded by Municipal Officer Andresen. Select Board adjourned by unanimous acclamation at 7:21 pm.

A true attested copy,

_____

Karly A. Perry, Town Clerk

Business Item 1
Request to amend the Land Use Ordinance concerning "Public and Private Recreation Areas"

Kerry Nelson, Albert Nelson, and Kathy Mclean of Sabino Road attended last month's Planning Board meeting to discuss a property on Dam Cove Road (Map R06 Lot 44A) that is currently listed for sale. The abutters and others in the neighborhood are concerned as to what uses are allowed as there is a significant amount of acreage with the property.

The Planning Board identified the property as being located within the Rural Residential (RR) Zone and would qualify for any uses allowed within this zone as outlined in the Land Use Ordinance under the Table of Use Regulations. It was noted at the time that some of the descriptions in the Ordinance are vague.

Discussion followed on Principal Use B. 18. "Public and private recreation areas involving minimal structural development." The Town Administrator agreed to reach out to the Town Attorney for clarification. Jensen Baird's response to the inquiry is provided for review.

From: Sally J. Daggett <SDaggett@jensenbaird.com>
Sent: Wednesday, July 19, 2023 9:17 AM
To: Town Administrator <townadministrator@westbathmaine.gov>
Subject: Public and Private Recreation Areas

Hi Kristine,

The Land Use Ordinance does not define the term "recreation," so in deciding whether or not a proposed use qualifies as recreational, the Planning Board should apply a customary dictionary definition. The term "campground" is also not defined in the ordinance, although campgrounds appear to be permitted in the High Density Shoreland district, subject to the performance standards set forth in Art. III, Sec. T, even though the "campground" use itself is not listed in the Table of Uses. It is not clear whether campgrounds are permitted outside of that shoreland area, but the ordinance does not contain any language that expressly prohibits them outside that High Density shoreland area.

The Planning Board should note that the ordinance's definition of "structure" is extremely broad, and encompasses both buildings and two-dimensional impervious surfaces, such as parking lots or roads. As such, any use permitted as a "recreational area involving minimal development" would need to be extremely limited in terms of the improvements included therewith, both in terms of new buildings and new paving or other impervious surfaces associated with the use.

It is difficult to provide any further guidance without more context to the inquiry. Thanks, Sally

PRINCIPAL USES	LAND USE DISTRICTS						
	HDS	R	RR	MHP	BC	UDP	RP
13. Trade, professional, or other schools. Including special purpose schools.				P	P	P	
14. Private, non-profit members clubs or lodges.				P	P	P	
15. Country clubs, golf courses, swimming pools, tennis courts, or other non-profit recreational club facilities.			P	P	P		
16. Non-intensive recreational uses not requiring STRUCTURES, such as hunting, fishing, and hiking.	P	P	P	P	P		P
17. INDIVIDUAL PRIVATE CAMPSITE (one (1) per LOT) subject to PLANNING BOARD approval.		P	P				P
18. Public and private recreation areas involving minimum structural development.	P	P	P	P	P		
19. Motorize vehicular traffic on ROADS and trails, and snowmobiling.	P	P	P	P	P		
20. Small non-residential facilities for scientific, educational, or nature interpretation purposes.	P	P	P	P	P	P	
21. Solid waste transfer BUILDINGS and facilities.					P		
22. Recycling BUILDINGS and facilities.					P		
C. RESOURCE UTILIZATION							
1. AGRICULTURE, orchards, horticulture.	P	P	P	P	P		
2. Farms – livestock or poultry provided that any BUILDING housing livestock or poultry be not less than 75 feet from from all property boundaries. At least three (3) acres are required for this use.		P	P	P	P		
3. Domesticated chickens (See Art. III.Y)	P	P	P	P	P		

Business Item 2
Comprehensive Plan, discussion concerning submission of the plan to the State to determine consistency with Maine's Growth Management Act

The Board will discuss the timing of submission of the draft Comprehensive Plan to the State for review.

Business Item 3
Planning assistance proposal with Midcoast Council of Governments, second draft for review

A second draft of an agreement with MCOG for administrative, planning, and technical services is provided for review.

If approved, the agreement will be paid for with a combination of funds provided by the Department of Economic and Community Development (DECD) to comply with the housing mandate, and free hours of service provided annually by MCOG.

Agreement for Administrative, Planning, and Technical Services between the Town of West Bath and the Midcoast Council of Governments

This Agreement, dated August3, 2023, is by and between Midcoast Council of Governments hereinafter called "MCOG" and the Town of West Bath, hereinafter called "Town."
Whereas, MCOG is duly organized under Maine Statute to provide economic development, community development, and planning services, and;

Whereas, the Town is seeking planning support that may exceed hours of annual Technical Services provided as part of their MCOG membership; and

Whereas, The Town anticipates the need for additional support with implementation of mandated provisions of both LD 2003, and the newly amended version LD 1706. (P.L. 2021, ch. 672); and Therefore, the Town engages MCOG to administer the activities described in Rider A.

Compensation: In consideration of the performance of the foregoing services, the Town agrees to pay MCOG $65 per hour, not to exceed $10,000 in total for this contract.

Term: MCOG shall provide the administrative, planning, and technical services including, but not limited to those described in Rider A, for the period beginning on August 1, 2023. through July 30, 2024.

Reporting: MCOG shall periodically provide the Town Administrator with a detailed report of its activities under this agreement. The report shall be provided in writing and shall include a listing of the specific services provided to the Town. The Town Administrator may request that the report be provided in-person.

Termination: Either party may terminate this agreement with or without cause with at least 30 days prior written notice.

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: MCOG shall assign Maxwell Johnstone to this project to perform the duties for the Town as described in Rider A. Johnstone may designate another member of MCOG's staff to this project with written permission from the Town.

Independent Contractor: Notwithstanding any of the provisions set forth herein, the parties have entered into this agreement solely for the purposes described in this agreement and their

relationship shall be that of independent parties. Each party shall be solely responsible for the manner and means by which it carries out its duties. 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 subject to the control and direction of the non-employing party.

This Agreement, including any reference to scheduling, contains the entire agreement of the parties and supersedes all prior discussions, representations, understandings, and agreement, including those described in the Agreement for Consulting Services between the Town of West Bath and the Midcoast Economic Development District dated September 23, 2021, as it relates to review of the West Bath Land Use Ordinance. No waivers, modifications or amendments to this agreement shall be made effective without the express written consent of the other party.

In witness whereof, the parties hereunder duly authorized have executed and delivered this agreement.

Duly authorized for the Town of West Bath:

_____ Date: _____

Kristine Poland
Town Administrator

Duly Authorized for Midcoast Council of Governments:

_____ Date: _____

Mathew Eddy
Executive Director

Rider A
Specifications of Work to be
Performed by MCOG

MCOG will assist the Town of West Bath with administrative, planning, and technical assistance. Assistance may include, but may not be limited to the following:

1. Reviewing applications submitted to the Planning Board that may benefit from third-party review.
2. Recommending and implementing revisions to the Land Use Ordinance:
    A. To provide consistency with the draft Comprehensive Plan.
    B. To assist the Town with implementing the mandated provisions of LD 2003 as amended by LD 1706 by July 1, 2024.
    C. To address and implement additional recommendations made by MCOG that are accepted by the Town.
3. Providing monthly written reports on services provided by MCOG.
4. Additional services that are agreed to by the Town Administrator and MCOG in writing.

Business Item 4
Purchasing and Bid Procedures, second draft for review

A second draft of the Purchasing and Bid Procedures is provided for review. Changes to the first draft were made based on feedback from the previous Select Board meeting.

An additional section was added to address Public Works purchases over $50,000.

Purchasing and Bid Procedures

Adopted August 3, 2023

Section 1. Purpose.
This policy standardizes the purchasing and bid procedures of the Town of West Bath and sets forth the duties and responsibilities of the Purchasing Agent, the Fire Chief, and the Road Commissioner. The provisions in this policy are intended to increase public confidence in the procedures for municipal purchasing and to promote the fair and equitable treatment of all suppliers of goods and services.

Section 2. Purchasing Agent.
The Town Administrator is the Purchasing Agent for the Town of West Bath.

Section 4. Purchase Limits (other than Public Works).
(a) $1 - < $999. Purchases that are less than $1,000 are allowed with a sales receipt or other pertinent material submitted to the Purchasing Agent that shows the product or service being purchased, identifies the vendor, and states the cost of the item. The Purchasing Agent or other Department Head may approve the purchase.

(b) $1,000 - < $4,999. Purchases that are at least $1,000 but less than $5,000 shall require documentation that at least three written or oral price quotes from qualified bidders have been obtained, if available. The quotes must be documented and forwarded to the Purchasing Agent.

(c) $5,000 - $20,000. Purchases that are at least $5,000 but less than $20,000 must be made using a competitive bid process. Department Heads may prepare a draft set of bid specifications for the Purchasing Agent or make a request for such a draft prior to the procurement of any item(s) or services within this range. The Purchasing Agent shall finalize the competitive bid documents and solicit responses by advertisement ~~or by direct mail to qualified vendors~~ if funds are available. Negotiations with bidders and the awarding of a contract shall be at the discretion of the Purchasing Agent in accordance with the provisions of this policy.

(d) Over $20,000. Purchases in the amount of $20,000 or more must be made using a sealed bid process. Department Heads may prepare a draft set of bid specifications for the Purchasing Agent or make a request for such a draft prior to the procurement of any item(s) or services within this range. The Purchasing Agent shall prepare a final draft of the sealed bid specifications for submission to the Select Board. Upon approval of the bid specifications by the Select Board, the Purchasing Agent shall solicit sealed bids by advertisement ~~or by direct mail to qualified vendors~~. The bid documents shall include a contract agreement and all other terms and conditions that are acceptable to the Select Board for the item(s) or services to be performed,

using the guidelines set forth in Section 5. The acceptance of sealed bids and awarding of a contract shall be at the sole discretion of the Select Board. If no bids or only one bid is received during a sealed bid process, the Select Board shall decide how to proceed.

(e) The Purchasing Agent, Department Heads, and the Select Board, as may be appropriate based on the stated thresholds, may forego the formal bid processes described herein when joining a competitive bid process utilized by any federal, state, county, regional agency, or other political unit that is made available to municipal governments.

(f) In the event of an emergency during which immediate threats to life and property exist, the Purchasing Agent or Department Head is authorized to make any necessary expenditures without going through the competitive or sealed bid processes set forth herein. Such action must be taken in good faith and require after-the-fact notification to the Select Board (in cases where budgeted funds are available), or Town Meeting approval (in cases where budgeted funds are not available).

Section 5. Bid Guidelines.
(a) All bid specifications shall include the following statement: "The Town intends to award the contract to the bidder that provides the lowest responsible and responsive bid that is deemed by the Select Board to be in the best interest of the Town. The Town of West Bath reserves the right to reject any or all bids and to waive any formality or technicality in the submissions. The Town also reserves the right to negotiate with any bidder".

(b) Sealed bid openings shall be open to the public at a prescribed time and place. Faxed bids and late bids are not acceptable as part of the sealed bid process.

(c) Non-sealed bids may be opened at the convenience of the Purchasing Agent and may be subject to additional negotiations, project scope revisions, specification amendments, or other similar actions, at any time prior to acceptance of the bid.

(d) All bids received, and contract documents shall be considered public records unless otherwise provided by law.

(e) When evaluating the lowest responsive, responsible bid, the Town may also consider product availability, date of delivery, budgeted funds, product quality, vendor location, past service of vendor, vendor references, life cycle costs, shipping costs and other pertinent factors.

Section 6. Equipment, Vehicles, Materials and Supplies.
(a) The purchase of vehicles and heavy equipment shall be strictly limited based on the availability of budgeted funds in accordance with applicable Town Meeting action and as otherwise set forth herein.

(b) Whenever the purchase of materials and supplies requires a bid process, the award of a contract shall be based primarily on the unit price.

Section 7. Contract Change Orders.

All change orders with a value less than or equal to $2,000 may be approved by the Purchasing Agent. All change orders with a value of more than $2,000 require Select Board approval.

Section 8. Contracts for Labor Services.
(a) It shall be the responsibility of the Department Head to obtain a completed W-9 Form to be filed with the Purchasing Agent prior to procuring services with a value of $600 or more per calendar year, or as consistent with then current Internal Revenue Service rules and regulations.

(b) Except for written manufacturer's exclusions allowed by law, all contracted services for construction or installation of equipment, parts and materials shall provide a warranty to the Town for at least one-year from the date of installation or substantial completion, whichever comes last, to include replacement and/or repairs at no cost to the Town.

(c) The Town shall require all contractors, subcontractors, and persons other than Town employees who perform labor services for the Town to maintain insurance coverages and list the Town as an additional insured in accordance with the following minimum amounts, but in no event in an amount less than that required by the Maine Tort Claims Act, 14 M.R.S.A. § 8101, as may be amended:

(i) General liability: $1,000,000 per occurrence and $2,000,000 in the aggregate
(ii) Property damage: $500,000
(iii) Personal injury: $500,000
(iv) Automotive liability: $500,000
(v) Professional errors and omissions coverage (if applicable): $1,000,000
(vi) Worker's compensation: statutory requirements

Prior to the start of any work to be performed, the Town must be provided with an insurance certificate as proof that these coverages are in place. Certificates shall be provided to the Purchasing Agent. Nothing in this Section shall be deemed to prohibit the Purchasing Agent or the Select Board from requiring coverage amounts at a higher level or imposing additional types of coverage up to the value of the entire project.

(d) Professional services contractors shall also be required to provide proof of insurance coverage for such professional services and/or product liability in an amount equal to the total cost of the project, subject to whatever reasonable limitations may be approved by the Purchasing Agent or the Select Board, as may be applicable.

(e) All contractors, subcontractors, and persons other than Town employees who perform services for the Town shall be required to defend, indemnify, and hold harmless the Town of West Bath, its officers, agents, and employees, for all damages, claims and liabilities which may arise because of work to be performed. Written bid specifications and contractual agreements shall include such language as otherwise set forth herein.

Section 9. Lease Purchases.
(a) The purchase or lease of any equipment, vehicle, or materials which require periodic payments over a course of one year or more shall be subject to all applicable provisions of this

policy in accordance with the dollar values set forth herein based on the total dollar value of the item(s).

(b) All lease purchase agreements shall contain a non-appropriation clause whereby the Town shall not be obligated under the terms of the lease if the necessary funds are not appropriated at a future Town Meeting.

Section 10. Exemptions and Waivers.
(a) It is understood that multiple price quotes or bid procedures may not be practical when it comes to repairs to Town-owned vehicles and specialized equipment. Under these circumstances, preference may be given to dealers approved by a manufacturer or sole source vendors with a satisfactory history of fair pricing and work quality in lieu of the specific bidding requirements set forth herein.

(b) It is recognized that alternative methods of product delivery (such as design-build, construction management, etc.) may be desired for certain projects when recommended by the Purchasing Agent and authorized by the Select Board. Such alternative methods, including, but not limited to those set forth in 5 M.R.S.A. § 1743, as may be amended, may be used when reasonably determined by the Select Board to be in the best interest of the Town.

(c) The provisions of this policy shall not apply to monthly utility bills, wage and salary payments for Town employees, nor shall it apply to employee benefits; provided, however, the disbursement of accumulated leave benefits at the time of employment separation and the selection of benefit vendors shall require the approval of the Purchasing Agent, except in the case of payments to the Purchasing Agent, in which case the payments shall require the approval of the Select Board.

Section 11. Public Works ~~Exemptions and Waivers~~.
(a) $0 - < $10,000. Public Works related purchases that are $10,000 or less are allowed with a detailed invoice and any necessary supporting material submitted to the Purchasing Agent that shows the service being purchased, identifies the contractor, and states the cost of the work to be performed. The Purchasing Agent or Road Commissioner may approve the purchase. If the Road Commissioner is the contractor or an agent, officer, employee, or subcontractor of the contractor, only the Purchasing Agent may approve the purchase.

(b) $10,000 - < $50,000. Public Works related purchases that are at least $10,000 and no more than $50,000 shall require documentation of written price quotes. Such documentation shall be forwarded to the Purchasing Agent. The written quote shall identify the contractor and state the itemized cost of the service or work to be performed. If it is in the best interest of the Town, the Road Commissioner, Purchasing Agent, or the Select Board may require three price quotes to be obtained prior to approval. The Purchasing Agent shall inform the Select Board of approved purchases at the next regularly scheduled Select Board meeting.

(c) Over $50,000. Purchases in the amount of $50,000 or more must be made using a sealed bid process. Department Heads may prepare a draft set of bid specifications for the Purchasing Agent or make a request for such a draft prior to the procurement of any item(s) or services

within this range. The Purchasing Agent shall prepare a final draft of the sealed bid specifications for submission to the Select Board. Upon approval of the bid specifications by the Select Board, the Purchasing Agent shall solicit sealed bids by advertisement. The bid documents shall include a contract agreement and all other terms and conditions that are acceptable to the Select Board for the item(s) or services to be performed, using the guidelines set forth in Section 5. The acceptance of sealed bids and awarding of a contract shall be at the sole discretion of the Select Board. If no bids or only one bid is received during a sealed bid process, the Select Board shall decide how to proceed.

(c) Except for written manufacturer's exclusions allowed by law, all contracted Public Works services for construction or installation of equipment, parts and materials shall provide a warranty to the Town for at least one-year from the date of installation or substantial completion, whichever comes last, to include replacement and/or repairs at no cost to the Town.

Section 12. Contract Change Orders.
All change orders with a value up to $5,000 may be approved by the Purchasing Agent and the Road Commissioner. If the Road Commissioner is the contractor or an agent, officer, employee, or subcontractor of the contractor, only the Purchasing Agent may approve the change order. Change orders with a value of more than $5,000 require Select Board approval. Change orders of any value that are deemed appropriate by a contracted engineering firm may be approved by the Purchasing Agent. The engineering firm must provide the reason(s) for the change order in writing.

Section 13. Severability; Amendments.
If any portion of this policy is found to be in violation of federal or state law or inconsistent with any provision applicable thereto, the remainder of this policy shall remain in full force and effect. This policy may be amended at any time by the Select Board.

Section 14. Prior Policies.
This policy supersedes and replaces all policies related to purchasing and/or bid procedures or decisions previously adopted by the Select Board.

Date of adoption:

/s/ Kathleen Lavallee, Chair

/s/ Madelyn Hennessey

/s/ Suzanne Andresen

TOWN OF WEST BATH
W
219 Fosters Point Road
West Bath, ME 04530
207-443-4342

Purchasing and Bid Procedures

Section 1. Purpose.
This policy standardizes the purchasing and bid procedures of the Town of West Bath and sets forth the duties and responsibilities of the Purchasing Agent, the Fire Chief, and the Road Commissioner. The provisions in this policy are intended to increase public confidence in the procedures for municipal purchasing and to promote the fair and equitable treatment of all suppliers of goods and services.

Section 2. Purchasing Agent.
The Town Administrator is the Purchasing Agent for the Town of West Bath.

Section 4. Purchase Limits (other than Public Works).
(a) $1 - < $999. Purchases that are less than $1,000 are allowed with a sales receipt or other pertinent material submitted to the Purchasing Agent that shows the product or service being purchased, identifies the vendor, and states the cost of the item. The Purchasing Agent or other Department Head may approve the purchase.

(b) $1,000 - < $4,999. Purchases that are at least $1,000 but less than $5,000 shall require documentation that at least three written or oral price quotes from qualified bidders have been obtained, if available. The quotes must be documented and forwarded to the Purchasing Agent.

(c) $5,000 - $20,000. Purchases that are at least $5,000 but less than $20,000 must be made using a competitive bid process. Department Heads may prepare a draft set of bid specifications for the Purchasing Agent or make a request for such a draft prior to the procurement of any item(s) or services within this range. The Purchasing Agent shall finalize the competitive bid documents and solicit responses by advertisement or by direct mail to qualified vendors, if funds are available. Negotiations with bidders and the awarding of a contract shall be at the discretion of the Purchasing Agent in accordance with the provisions of this policy.

(d) Over $20,000. Purchases in the amount of $20,000 or more must be made using a sealed bid process. Department Heads may prepare a draft set of bid specifications for the Purchasing Agent or make a request for such a draft prior to prior to the procurement of any item(s) or services within this range. The Purchasing Agent shall prepare a final

draft of the sealed bid specifications for submission to the Select Board. Upon approval of the bid specifications by the Select Board, the Purchasing Agent shall solicit sealed bids by advertisement or by direct mail to qualified vendors. The bid documents shall include a contract agreement and all other terms and conditions that are acceptable to the Select Board for the item(s) or services to be performed, using the guidelines set forth in Section 5. The acceptance of sealed bids and awarding of a contract shall be at the sole discretion of the Select Board. If no bids or only one bid is received during a sealed bid process, the Select Board shall decide how to proceed.

(e) The Purchasing Agent, Department Heads, and the Select Board, as may be appropriate based on the stated thresholds, may forego the formal bid processes described herein when joining a competitive bid process utilized by any federal, state, county, regional agency or other political unit that is made available to municipal governments.

(f) In the event of an emergency during which immediate threats to life and property exist, the Purchasing Agent or Department Head is authorized to make any necessary expenditures without going through the competitive or sealed bid processes set forth herein. Such action must be taken in good faith and require after-the-fact notification to the Select Board (in cases where budgeted funds are available), or Town Meeting approval (in cases where budgeted funds are not available).

Section 5. Bid Guidelines.

(a) All bid specifications shall include the following statement: "The Town intends to award the contract to the bidder that provides the lowest responsible and responsive bid that is deemed by the Select Board to be in the best interest of the Town. The Town of West Bath reserves the right to reject any or all bids and to waive any formality or technicality in the submissions. The Town also reserves the right to negotiate with any bidder".

(b) Sealed bid openings shall be open to the public at a prescribed time and place. Faxed bids and late bids are not acceptable as part of the sealed bid process.

(c) Non-sealed bids may be opened at the convenience of the Purchasing Agent and may be subject to additional negotiations, project scope revisions, specification amendments, or other similar actions, at any time prior to acceptance of the bid.

(d) All bids received, and contract documents shall be considered public records unless otherwise provided by law.

(e) When evaluating the lowest responsive, responsible bid, the Town may also consider product availability, date of delivery, budgeted funds, product quality, vendor location, past service of vendor, vendor references, life cycle costs, shipping costs and other pertinent factors.

Section 6. Equipment, Vehicles, Materials and Supplies.
(a) The purchase of vehicles and heavy equipment shall be strictly limited based on the availability of budgeted funds in accordance with applicable Town Meeting action and as otherwise set forth herein.

(b) Whenever the purchase of materials and supplies requires a bid process, the award of a contract shall be based primarily on the unit price.

Section 7. Contract Change Orders.
All change orders with a value less than or equal to $2,000 must be approved by the Purchasing Agent. All change orders with a value of more than $2,000 require Select Board approval.

Section 8. Contracts for Labor Services.
(a) It shall be the responsibility of the Department Head to obtain a completed W-9 Form to be filed with the Purchasing Agent prior to procuring services with a value of $600 or more per calendar year, or as consistent with then current Internal Revenue Service rules and regulations.

(b) Except for written manufacturer's exclusions allowed by law, all contracted services for construction or installation of equipment, parts and materials shall provide a warranty to the Town for at least a one-year from the date of installation or substantial completion, whichever comes last, to include replacement and/or repairs at no cost to the Town.

(c) The Town shall require all contractors, subcontractors, and persons other than Town employees who perform labor services for the Town to maintain insurance coverages and list the Town as an additional insured in accordance with the following minimum amounts, but in no event in an amount less than that required by the Maine Tort Claims Act, 14 M.R.S.A. § 8101, as may be amended:

(i)	general liability:	$1,000,000 per occurrence and $2 million in the aggregate
(ii)	property damage:	$500,000
(iii)	personal injury:	$500,000
(iv)	automotive liability:	$500,000
(v)	professional errors and omissions coverage (if applicable):	$1 million
(vi)	worker's compensation: statutory requirements.	

Prior to the start of any work to be performed, the Town must be provided with an insurance certificate as proof that these coverages are in place. Certificates shall be provided to the Purchasing Agent. Nothing in this Section shall be deemed to prohibit the Purchasing Agent or the Select Board from requiring coverage amounts at a higher level or imposing additional types of coverage up to the value of the entire project.

(d) Professional services contractors shall also be required to provide proof of insurance coverage for such professional services and/or product liability in an amount equal to the total cost of the project, subject to whatever reasonable limitations may be approved by the Purchasing Agent or the Select Board, as may be applicable.

(e) All contractors, subcontractors, and persons other than Town employees who perform services for the Town shall be required to defend, indemnify, and hold harmless the Town of West Bath, its officers, agents and employees, for any and all damages, claims and liabilities which may arise as a result of work to be performed. Written bid specifications and contractual agreements shall include such language as otherwise set forth herein.

Section 9. Lease Purchases.

(a) The purchase or lease of any equipment, vehicle, or materials which require periodic payments over a course of one year or more shall be subject to all applicable provisions of this policy in accordance with the dollar values set forth herein based on the total dollar value of the item(s).

(b) All lease purchase agreements shall contain a non-appropriation clause whereby the Town shall not be obligated under the terms of the lease if the necessary funds are not appropriated at a future Town Meeting.

Section 10. Exemptions and Waivers.

(a) It is understood that multiple price quotes or bid procedures may not be practical when it comes to repairs to Town-owned vehicles and specialized equipment. Under these circumstances, preference may be given to dealers approved by a manufacturer or sole source vendors with a satisfactory history of fair pricing and work quality in lieu of the specific bidding requirements set forth herein.

(b) It is recognized that alternative methods of product delivery (such as design-build, construction management, etc.) may be desired for certain projects when recommended by the Purchasing Agent and authorized by the Select Board. Such alternative methods, including, but not limited to those set forth in 5 M.R.S.A. § 1743, as may be amended, may be used when reasonably determined by the Select Board to be in the best interest of the Town.

(c) The provisions of this policy shall not apply to monthly utility bills, wage and salary payments for Town employees, nor shall it apply to employee benefits; provided, however, the disbursement of accumulated leave benefits at the time of employment separation and the selection of benefit vendors shall require the approval of the Purchasing Agent, except in the case of payments to the Purchasing Agent, in which case the payments shall require the approval of the Select Board.

Section 11. Public Works Exemptions and Waivers.
(a) $0 - < $10,000. Public Works related purchases that are $10,000 or less are allowed with a detailed invoice and any necessary supporting material submitted to the Purchasing Agent that shows the service being purchased, identifies the contractor, and states the cost of the work to be performed. The Purchasing Agent or Road Commissioner may approve the purchase. If the Road Commissioner is the contractor or an agent, officer, employee, or subcontractor of the contractor, only the Purchasing Agent may approve the purchase.

(b) $10,000 - < $50,000. Public Works related purchases that are at least $10,000 and no more than $50,000 shall require documentation of written price quotes. Such documentation shall be forwarded to the Purchasing Agent. The written quote shall identify the contractor and state the itemized cost of the service or work to be performed. If it is in the best interest of the Town, the Road Commissioner, Purchasing Agent, or the Select Board may require three price quotes to be obtained prior to approval. The Purchasing Agent shall inform the Select Board of approved purchases at the next regularly scheduled Select Board meeting.

Section 12. Contract Change Orders.
All change orders with a value up to $5,000 may be approved by the Purchasing Agent and the Road Commissioner. Change orders with a value of more than $5,000 require Select Board approval. Change orders of any value that are deemed appropriate by a contracted engineering firm may be approved by the Purchasing Agent.

Section 13. Severability; Amendments.
If any portion of this policy is found to be in violation of federal or state law or inconsistent with any provision applicable thereto, the remainder of this policy shall remain in full force and effect. This policy may be amended at any time by the Select Board.

Section 14. Prior Policies.
This policy supersedes and replaces all policies related to purchasing and/or bid procedures or decisions previously adopted by the Select Board.

Date of adoption:

/s/ Kathleen Lavallee, Chair

/s/ Madelyn Hennessey

/s/ Suzanne Andresen

Business Item 5
Solid Waste and Recycling contract, first draft for review

This first draft is provided for review and discussion. The comments which appear on the draft were made by the Town attorney.

The original agreement which became effective in 2007 is provided for comparison purposes.

CONSOLIDATED AGREEMENT

This CONSOLIDATED AGREEMENT (the "Agreement") entered into this day of (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 Casella Waste Systems, Inc. subsidiary, 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 obligations and restrictions related to the occupancy, use, and access of the former Carter wood lot site ("Site").
2. Scope of Use and Occupancy: The ~~site~~ 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 vehicles owned and/or operated by Pine Tree. During the term of this ~~agreement~~Agreement, Pine Tree shall have the exclusive right to operate the ~~facilities~~ Site as a solid waste transfer station and recycling center.
3. Term of Agreement:
   A. The initial term of this ~~agreement~~ Agreement shall be for ten (10) years commencing on January 1, 2024, and continuing through December 31, 2033 (the "Term"). The ~~agreement~~ Agreement may be renewed for one (1) additional five (5) year term upon 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~~ Agreement as may be necessitated by changes in operation, the solid waste and recycling markets, level of use of the facilities, or the needs of the Town.
   B. This ~~agreement~~Agreement, upon the effective date, shall supersede and take the place of all other agreements in effect by and between these parties related to the former Carter wood lot site and the former salt shed, solid waste operations, and recycling operations.
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~~ Agreement comprise the following, and shall hereinafter be collectively referred to as the "facilities":
   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

Commented [MAB1]: Can this be clarified? Is the westerly portion a lot on a tax map? Isn't a portion of the property used for the solar lease?

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~~ Site is the area occupied by the Town's new salt shed. Use of any undeveloped areas of the ~~site~~ Site must first be approved by the Select Board and the Planning Board.

B. New Facilities: Any renovation of existing facilities or construction of new facilities shall become the property of the Town of West Bath immediately upon being incorporated onto the ~~site~~Site. Access areas and traveled ways shall be paved and constructed in accordance with current Town road standards.

C. Drop-Off Center: Pine Tree agrees to operate a Drop-Off Center at the ~~site~~ Site for use by area residents. The Drop-Off Center shall be located on the ~~property~~ Site and shall be open at times that are mutually agreed upon by the Select Board and Pine Tree. No fees shall be charged for the drop-off of designated recyclables; however, a fee may be assessed each user for dropping off household waste and household bulky waste according to a fee schedule agreed upon annually by Pine Tree and the Select Board. 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~~ Site shall be by a road constructed and established and maintained by the Town, connecting the ~~site~~ Site to State Road, locally known as the Arthur J. Reno Sr. Road. Access to the ~~site~~Site, however, shall be limited to equipment and personnel of Pine Tree, individuals utilizing the Drop-Off Center, and other 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~~ Site for the purpose of delivering recyclable materials and / or solid waste from, without limitation, other municipalities or entities with which Pine Tree has an agreement for services.

5. Property Interest: This ~~agreement~~ 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 and recycling efforts. It is also for the purpose of enabling Pine Tree to fulfill contract requirements with other municipalities and entities regarding solid waste and recycling activities. This ~~agreement~~ Agreement does not convey, nor is it intended to convey, any ownership or leasehold interest in the ~~property~~ Site 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~~ Agreement understand that the operation of the facilities requires permitting or licensing by the State of Maine Department of Environmental Protection ("MEDEP") and may, during the term of this ~~agreement~~Agreement, require additional or other 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 reasonably 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 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 ~~communicate~~ enact and/or amend ordinances and rules and regulations with respect to the use and operation of the facilities and ~~about~~ the general handling of solid waste 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. After the enactment of any ordinance or rule or regulation, Pine Tree shall have a reasonable time to attain compliance. Should these ordinances have a material negative impact on Pine Tree's ability to operate the facilities in an economic manner, Pine Tree shall have the right to meet with the Town to discuss the adjustment of all fees provided for in this ~~agreement~~ Agreement to offset any such material impact.
8. Solid Waste Management Operation and Standards:
   A. Acceptance of Waste: The facilities shall only accept solid waste that is designated in the MEDEP-approved operating plan.
   B. Unacceptable Waste: Unacceptable waste 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 waste; 6) radioactive waste; 7) toxic waste; 8) liquid waste or sludge; 9) water treatment residue; 10) waste oil; 11) dead animals; and ~~13~~12) abandoned or junk vehicles.
   C. Backup Capacity: The facilities are contemplated as being in continuous service and available for acceptance of solid waste except as limited by this ~~agreement~~ 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 dispose of acceptable waste and recycling at another fully licensed solid waste disposal and recycling facility.
   D. Disposal of Waste Stream: 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 solid 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~~ Site when full. The Town shall have no responsibility 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 bypassing the facility at times of non-operation.

E. Handling of Loads: Each load may be inspected upon entering the ~~site~~ 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~~Agreement, any federal, state, or local permit or license 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 a shorter length of time, for egregious or repeated noncompliance with the restrictions described in this ~~agreement~~Agreement, any federal, state, or local permit or license 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 the personnel and equipment of Pine Tree and the personnel and equipment of other entities as may from time to time be approved by the Town. Access allowed by the Town to additional parties shall not interfere with the usage of the facilities by Pine Tree. It is contemplated that the ~~site~~ facilities shall be available only to commercial and / or bulk haulers, and not generally available to the public except for individuals utilizing the Drop-Off Center during established hours of operation. Nothing herein shall restrict the ability of Pine Tree to contract with other entities, municipal and otherwise, for the use of the transfer facility. Access shall be limited to normal operating hours and be under the supervision and control of Pine Tree except for West Bath officials accessing the ~~site~~ Site for inspection.

G. Container Storage: It is contemplated that waste or refuse containers may be stored on the ~~site~~ Site from time to time. The containers shall be stored in a neat and orderly fashion in an area of the ~~site~~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~~Site. All ~~containers~~ stored containers shall be clean and free of any waste or refuse material.

H. Collection: Pine Tree shall locate dumpsters at the Town Hall, the Fire Department, and West Bath School and provide monthly disposal. Dumpster services shall be provided without cost to the Town.

I. Community Dump Day: Pine Tree shall provide one (1) free dump day to West Bath residents and taxpayers. Restrictions on the type of materials accepted without a fee may be applied by Pine Tree.

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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~~ Agreement is in effect. Other municipalities and legal entities may use the recycling facility under contractual agreement with Pine Tree, subject to prior approval of the Town of West Bath Select Board, 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 officials accessing the ~~site~~Site for inspection.

B. Monitoring: The Town, through its Select Board, or other designee, reserves the right to monitor the delivery of materials as the Town may from time to time deem appropriate. The Town shall have ~~Access~~ access to the ~~site~~ Site ~~shall be provided~~ at all appropriate times but shall not unreasonably interfere with Pine Tree's operations.

C. Collection: Pine Tree shall arrange for the collection of recyclable materials at least twice monthly from households within the Town and from the Town Office and West Bath School.

D. Storage: If 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 basis, the material shall be weighed on a certified scale and its source of origin determined so that accurate measurements may be made regarding the shares of the Town and any other participating entities utilizing the facilities. Where use of a certified scale is temporarily unavailable 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 the benefit of the Town, originals, or duplicate copies of all documentation verifying 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~~ 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 sixty thousand dollars ($60,000.00) per year (the "Site Access and Use~~r~~ Fee"). Such annual payment shall be made in twelve (12) equal payments of five thousand dollars ($5,000.00), beginning on January 1, 2024, and on the first of each month thereafter during the term of this ~~agreement~~Agreement. If this ~~agreement~~ 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 and seventh year of the initial term of this ~~agreement~~Agreement, and the third year of any renewal term, the Site Access and Use Fee and Host Fee shall be adjusted 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~~Agreement, any 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 the limit if conditions so warrant during the seventh year and subsequent years' reviews.

Commented [MAB2]: Do your want a set annual escalator in the fee? The fee reopener provision is vague as to whether it is required or just subject to negotiation.

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

B. Host Fee:
   1. Solid Waste: A ~~host~~ Host ~~fee~~ Fee of three dollars ($3.00) 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~~ Host ~~fee~~ Fee of eighty cents ($0.80) 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~~Taxes: Pine Tree agrees as additional consideration for this Agreement to pay excise taxes for all vehicles using the ~~site~~ Site as their primary parking location with the Town of West Bath.

12. Hours of Operation: Hours of operation at the facilities shall be as follows:

A. Summer Hours: Summer hours from Memorial Day through September 30 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 1 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 (2) vehicles).

These hours may be extended only by mutual agreement of the parties, except that if any of these hours conflict with the 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~~ Site in whatever form or container. "Material Processing" shall be defined as the unloading, handling, and reloading of material.

13. Records: Pine Tree shall provide the Town on a quarterly basis, financial reports and operations statements reflecting the financial status of the facilities. The parties 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 located in West Bath. 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 to maintain the licensure of the facilities or for any other purpose required by law. When 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 the Town with all information or data required for state reporting purposes.
14. Monitoring, Inspection and Refusal: The Town of West Bath, through its Select Board or its designee, reserves the right to monitor the delivery of materials to the ~~facility~~ facilities as the Town may deem appropriate. Access to the ~~site~~ Site for monitoring purposes shall be under the supervision of Pine Tree and shall be provided at appropriate times that do not interfere with operations.
15. Utilities: Pine Tree shall be solely and exclusively responsible for the payment of all utilities necessary for the operation of the facilities, and shall hold the Town harmless from any charges, assessments, or costs for utilities.
16. Maintenance and Repair: Equipment and Site:
    A. During the term of this ~~agreement~~ Agreement and for any extension thereof, Pine Tree agrees to keep the facilities and all appurtenances, fixtures, and equipment in proper repair so that the facilities remain functional and operational in a safe and efficient manner. All 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 remain in substantially the same condition as of the effective date, normal wear and tear excluded.
    C. Pine Tree shall pump the holding tank servicing the ~~site~~Site and dispose of the effluent at Pine Tree's cost.
    D. Pine Tree shall provide winter maintenance including snowplowing, sanding, and snow removal at Pine Tree's cost.
    E. The parties recognize the importance of maintaining the facilities in good repair so that they may be operated safely and efficiently. The parties agree that there shall be an annual maintenance review of the facilities each year of the term of this ~~agreement~~ 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 designee. The parties may elect to have an annual inspection completed by a qualified third-party engineer, in which case the cost of that inspection and report shall be shared equally by the parties. Should a dispute arise as to the condition of the facilities, the necessity for repairs or replacement, and the responsibility for that activity, then the

authorized and qualified third-party engineer shall inspect and provide a recommendation for 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~~ Site clean and free of paper and other waste materials.

17. 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 Select Board. For any substantial renovation, improvement, or addition, a submission of design shall be made to the Select Board for its approval prior to the commencement of any proposed activity, which approval shall not be unreasonably withheld, conditioned, or delayed. Any improvements or expansions proposed during the term of this Aagreement, or any renewal term, is specifically subject to all applicable federal, state, and local land use and permitting requirements.
18. Continuing Corporate Entity: An essential part of this ~~agreement~~ 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~~ 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~~ Agreement at its option. Any change in ownership of Pine Tree, regardless of its magnitude, shall be reported to the Town at least ninety (90) days in advance of any transfer of interest.
19. Assignment: Pine Tree shall not assign its rights nor delegate any of its duties under the terms of this ~~agreement~~ Agreement without prior written consent of the Town through its Select Board, such prior consent not to be unreasonably withheld, conditioned, or delayed. Pine Tree 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 its Select Board.
20. Indemnification: The Town shall not be liable for any injury or damage to any property or person, or to any property or personnel 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 may happen in, upon or about the facilities or the Site during the term of this ~~agreement~~Agreement, unless caused by the Town's gross negligence or willful misconduct.
21. Waiver of Indemnification: ~~Nothing herein shall be deemed to be a waiver of any immunity from liability of the Town under the provisions of state or federal law, including without limits, the Maine Tort Claims Act.~~Nothing in this Agreement is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to the Town, its officers, agents and employees, pursuant to the Maine Tort Claims Act or as otherwise provided by law.
22. Insurance: Prior to commencing operation of the facilities, and during the term of this ~~agreement~~ Agreement and any continuation thereof, Pine Tree shall maintain insurance coverages as listed below and shall provide 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 certified 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 and shall indemnify~~ing~~ the Town against any loss arising from any liability or any injury sustained by any employee of Pine Tree, in accordance with the Maine's Workers' Compensation Laws.
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 property damage. The following coverage shall be listed on the certificates of insurance: 1) premises and 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 ($12,000,000.00) for sudden and accidental spills on the ~~site~~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, Automobile 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.

Commented [AT3]: Check MMA Risk Management language.

Pine Tree shall furnish evidence to the Town that insurance requirements have been satisfied and that the premiums on all required insurance policies have been paid in full for a period of at least one (1) year.

23. Independent Contractor: Pine Tree is an independent contractor, and its employees are not considered to be or intended to be employees of the Town.
24. Termination: This ~~agreement~~ Agreement may be terminated prior to its expiration by mutual written agreement of the parties. Each party reserves the right to terminate this ~~agreement~~ Agreement upon written non-performance of the other party. Any such termination shall not restrict or operate as a waiver of any other remedy that may be available.
25. General Provisions:
    A. Notices: All notices, demands and communications shall be in writing and shall be given by certified mail, return receipt requested, or by overnight parcel service. Notice to Pine Tree shall be addressed to Pine Tree Waste, Inc., c/o General Manager,

87 Pleasant Hill Road, Scarborough, Maine 04074, or to another address requested by Pine Tree in writing. Notices to the Town shall be addressed to the Town of West Bath, c/o Town Administrator, 219 Fosters Point Road, West Bath, Maine 04530, or to another address requested by the Town in writing. Notice shall be deemed given when received.

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

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

D. Condemnation: If any portion of the facilities are taken or condemned by any competent authority for any public or any quasi-public use or purpose during the term of this ~~agreement~~Agreement, then the ~~agreement~~ Agreement shall cease and terminate as of the date of such taking or condemnation, and the entire award shall belong to the Town, without any deduction for any stake or interest now or hereafter vested in Pine Tree. If the Town terminates 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 voluntarily files a petition in bankruptcy, or is deemed bankrupt through involuntary proceedings, or through voluntary petition for the reorganization under bankruptcy laws, or takes 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 Select Board, declare this ~~agreement~~ Agreement terminated. ~~.~~ The Town shall provide Pine Tree with fifteen (15) days' notice prior to the Select Board meeting where action will be taken.

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

G. Construction of Agreement: This ~~agreement~~Agreement, its performance, 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 or provisions that would apply the laws of any other state.

H. Integration: This ~~agreement~~ Agreement represents the entire and integrated agreement between the Town and Pine Tree and supersedes all prior negotiations, representations, or agreements, written or oral.

I. Nondiscrimination: Pine Tree in its performance under the terms and conditions of this ~~agreement~~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

Commented [AT4]: Check severability language.

Commented [AT5]: What does this mean?

Commented [MAB6R5]: The last sentence should be clarified. I don't see how the Town would be terminating by condemnation.

~~agreement~~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 performance by Pine Tree of any of the provisions of this paragraph and, in case of termination or cancellation of this ~~agreement~~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~~ Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this ~~agreement~~Agreement.

K. Construction: This ~~agreement~~ Agreement is the result of negotiations between the parties and have been reviewed by each party. Accordingly, this ~~agreement~~ 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~~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~~Agreement, except as expressly provided in this agreement.

M. Counterparts: This ~~agreement~~ 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 an 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~~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" 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~~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 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~~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. For the avoidance of doubt, Force Majeure shall not include any general economic conditions, including but not limited to labor supply issues or supply chain issues.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this.

Town of West Bath
By: Its Select Board

/s/ Kathleen Lavallee
/s/ Madelyn Hennessey
/s/ Suzanne Andresen

Pine Tree Waste, Inc.
By: Regional Vice President
/s/

CONSOLIDATED AGREEMENT

This CONSOLIDATED AGREEMENT (the "Agreement") entered into this 24th 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 refereed to in this Agreement comprise the following, and shall hereinafter be collectively referred to as the "Facilities":
   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 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 items 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 solid 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 established 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) per year (the "Site Access and User Fee"). Such annual payment shall be made in twelve equal payments of Three Thousand None Hundred Dollars ($3,900), 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 Operation: 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 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 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 thrd party engineer, in which case the cost of that inspection and will report be borne equally by these parties. Should be 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 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 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 ($12,000,000.00) 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 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.

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

TOWN OF WEST BATH

By: Its Selectmen

/s/ Stephen Gardner

/s/ David Bourget

/s/ Peter Oceretko

PINE TREE WASTE, INC.

By:

/s/ Brian Oliver, Regional V.P.

Select Board Correspondence August 3, 2023

219 Fosters Point Road, West Bath ME 04530 · Phone (207) 443-4342 · Town Administrator email: townadministrator@westbathmaine.gov

Town Administrator

From: Elliot Rosen <elliotdrosen@outlook.com>
Sent: Friday, July 21, 2023 4:14 PM
To: kathylavallee54@gmail.com; Suzanne Andresen; madelyn.hennessey@gmail.com
Cc: Town Administrator; Suzanne Andresen; Sandra Basgall; Elliot Rosen; Michelle Rusk; Jordi St John; Robert Webb; Steve Winter
Subject: Broadband update

Dear Ms Lavallee, Ms Andresen, and Ms Hennessey,

Thank you for your engaged participation during the Broadband Task Force Presentation and your support of our recommendations. Following the meeting I wrote to the Consolidated/Fidium representative and asked him to call me for an update. We spoke this morning.

In the course of the conversation about our plan to conduct a survey and participate in the next round of grant proposals he described the current State of Maine situation for broadband grants. The number of grants and grant dollars being requested far exceeds the money available. Grants have been and will continue to be awarded to communities with only DSL or no internet services available. As we suspected might be the case, since we have Comcast throughout the Town there is little chance that we would be successful in a grant request. He did note that Consolidated/Fidium is likely to continue to roll out fiber throughout Maine after the grant dollars have been allocated and spent in perhaps five years. With this new clarity around the grants we do not believe it useful to send out a survey document.

The Task Force continues to believe that a letter of the type described in the meeting should be sent to all households and businesses. The feedback the Town will get from that letter ought to help inform the work on the new Comcast agreement. We believe that the near term focus should be on getting a Comcast agreement developed that has features of the type described that are more favorable to the community. We suggest getting the conversation with Comcast started sooner on our terms and schedule rather than later when time will be short.

The Task Force members appreciate the opportunity we have had to support the Town. We do not plan to continue to meet. However, should the need arise for further work, we hope that the Select Board will be in touch.

If you have any follow up questions, please feel welcome to write me.

Elliot Rosen for the West Bath Broadband Task Force.

mcog
midcoast council of governments

165 Main Street
P.O. Box 62
Damariscotta, ME 045
207-209-4129

An EDA-designated economic development district

To:

From: Mathew Eddy

Adi Philson

Date: July 27, 2023

Subject: Housing Opportunity support letter

As you may know, MCOG is planning on applying for a $75,000 Housing Opportunity Grant (through Maine's Department of Economic and Community Development) to provide housing planning assistance in your region. The application is due on August 15 and requires a letter of support from the communities participating. We have attached a template for you to use in providing a letter of support.

Starting with our Housing Story Map (https://www.midcoastcog.com/story-maps), MCOG plans to provide a much deeper housing assessment of your region, working with you and your neighbors in correctly identifying the housing issues you face and the solutions to address them. While we intend to conduct this assessment on behalf of our entire region, providing a letter of support will allow us to provide your community with a town-specific report.

We see this as a cooperative effort in our 3 prime subregions:

- The Brunswick, Harpswell and Sagadahoc region
- The Knox County Region
- The Waldo County Region

In that planning process which will include deep analysis, stakeholder surveys, and collaborative planning with those in your region, we hope to complete the following:

- A Housing Supply Inventory
- A Housing Demand Assessment by:
  - Income groups, age and family type
  - Types of Available Housing (now or planned for)
  - Demand by major employers
  - Housing Demand within major Labor market areas
- A summary of present and projected housing needs by subregion and community
- An inventory of housing development capacity
- Strategies designed to serve the individual subregions developed through collaborative planning sessions.

We hope, given the present issues around housing, that you will agree to support us and send back to MCOG a completed version of the attached support letter by August 8, 2023.

[Date]

Hilary Gove

Department of Economic & Community Development
59 State House Station
Augusta, ME 04333-0059

Dear Ms. Gove:

Please accept this letter in support of the Midcoast Council of Government's (MCOG) application for a Housing Opportunity Grant to serve the communities within the midcoast region. We support MCOG's intention to provide a deep assessment of housing supply and demand issues in our region and look forward to working with them and our neighbors. The process will help us understand the housing issues we are facing today, future projections, and the design strategies and solutions to address them.

Thank you for your consideration. We look forward to getting started.

Sincerely,

[Name}

[Town or City]

JB JENSEN BAIRD
ATTORNEYS AT LAW

INVITATION TO 2023 MUNICIPAL CLIENT SEMINAR

It's time for Jensen Baird's biennial Municipal Client Seminar presented by our Government Services Practice Group. Our purpose is to review current legal issues, new laws enacted by the First Regular Session and First Special Session of the 131st Maine Legislature and the implications of these new laws for Maine municipalities and their elected officials, appointed officials and employees. Our seminar is presented free of charge and will be held at:

DoubleTree Hotel (across from the Maine Mall)
363 Maine Mall Road
South Portland, Maine
THURSDAY, SEPTEMBER 14, 2023

Agenda: 5:30 – 6:00 p.m. Check-In
6:00 – 6:30 p.m. Light Supper
6:30 – 8:30 p.m. Program

- New Legislation Overview (*including Property Tax Stabilization Fix, PFAS and Sludge, ADUs and Affordable Housing, FOAA and Remote Meetings, General Assistance, Sale of Tax Acquired Properties, and More!*)
- New State and Federal Court Cases of Significance to Local Governments

This is an in-person event (no remote option). We can't wait to see you!

If officials from your municipality plan to attend (elected, appointed and/or employees), please complete the enclosed Registration Form and return it by Friday, September 1, 2023. (We need a head count for meal purposes.) We look forward to seeing you there. Thank you.

Ten Free Street, P.O. Box 4510, Portland, Maine 04112 (207) 775-7271
Eleven Main Street, Suite 4, Kennebunk, Maine 04043 (207) 985-4676

JENSEN BAIRD
ATTORNEYS AT LAW

2023 MUNICIPAL CLIENT SEMINAR

Thursday, September 14, 2023
at DoubleTree Hotel (across from Maine Mall)
6:00 - 8:30 p.m.

REGISTRATION FORM

(***Feel free to copy this form and pass it along to your colleagues***)

Please register the following person from:

_____
(municipality/county/other entity)

Name: _____
Job Title/Position: _____

Mailing Address:

_____
_____

Telephone: _____
Email: _____

****Three easy ways to register by the **Friday, September 1, 2023** deadline:****
(Fee: FREE)

1. Register Online: Link: www.jensenbaird.com/municipal-client-seminar/
   or go to: *www.jensenbaird.com* and click on the "Events" tab

   or

2. Complete and return this form by mail to:
   Amanda St. Pierre, Legal Assistant
   Jensen Baird
   P.O. Box 4510
   Portland, ME 04112

   or

3. Complete and return this form by e-mail to: astpierre@jensenbaird.com

●●● REGISTRATION DEADLINE IS 9/1/2023 ●●● REGISTRATION DEADLINE IS 9/1/2023 ●●●

Sweetser
Promising Futures

Mental Health
Recovery
Education

THANK YOU!

July 18, 2023

Board of Selectmen
Town of West Bath
219 Fosters Point Road
West Bath, ME 04530

Dear Board of Selectmen,

Thank you and Town of West Bath for your generous gift of $2,292!

You are providing **help, hope, and treatment** to the nearly 20,000 Maine children, families, and adults living with mental health and substance use diagnoses Sweetser serves each year.

The need has never been greater for mental health support and resources in Maine. **Your gift to Sweetser ensures that your friends, family, and neighbors across Maine receive the services they need and deserve.**

Thank you for improving the quality of life of Maine families receiving help and care with their mental health and recovery journey. Together, we are providing promising futures for Maine people.

With Gratitude and Appreciation,

Jayne Van Bramer
President & CEO

Thank you so much for your gift. It will help Sweetser provide life saving services to many Maine children, families, and adults.
Warmly,

In compliance with the Internal Revenue Code, Sweetser acknowledges that no goods or services were exchanged for any part of your contribution. Please keep this letter for tax purposes.

Account Status as of July 31, 2023

219 Fosters Point Road, West Bath ME 04530 · Phone (207) 443-4342 · Town Administrator email: townadministrator@westbathmaine.gov

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	1,186.00	1,186.00	10,814.00	9.88
03 PLUMB PERMIT		2,000.00	-247.50	-247.50	2,247.50	-12.38
04 BLDG PERMIT		12,000.00	1,182.00	1,182.00	10,818.00	9.85
05 APPEALS BD		0.00	100.00	100.00	-100.00	0.00
08 SHELLFISH		4,800.00	130.00	130.00	4,670.00	2.71
20 TOWN SHARE		1,000.00	104.80	104.80	895.20	10.48
22 MDOT		22,000.00	0.00	0.00	22,000.00	0.00
24 MOORINGS		2,800.00	180.00	180.00	2,620.00	6.43
25 MISC. REV		0.00	69.00	69.00	-69.00	0.00
30 EXCISE TAX		500,000.00	41,936.97	41,936.97	458,063.03	8.39
31 BOAT EXCISE		8,000.00	814.60	814.60	7,185.40	10.18
32 SUSCOM CABLE		28,000.00	0.00	0.00	28,000.00	0.00
34 SNOWMOBILE		500.00	0.00	0.00	500.00	0.00
53 VETERANS		1,500.00	3,423.00	3,423.00	-1,923.00	228.20
55 PT INTEREST		500.00	0.00	0.00	500.00	0.00
56 INT-CKBK		6,000.00	0.00	0.00	6,000.00	0.00
60 SALT SHED-R		3,300.00	275.00	275.00	3,025.00	8.33
61 TRANS STA-R		46,800.00	3,900.00	3,900.00	42,900.00	8.33
62 TRANS STA-F		70,000.00	7,870.43	7,870.43	62,129.57	11.24
63 WALDEN SOLAR		0.00	6,000.00	6,000.00	-6,000.00	0.00
70 SEPTIC FEES		3,000.00	0.00	0.00	3,000.00	0.00
80 T.G.REIMB		5,500.00	0.00	0.00	5,500.00	0.00
82 W.C. REIMB		750.00	0.00	0.00	750.00	0.00
85 SCHOOL GRANT		0.00	12,782.33	12,782.33	-12,782.33	0.00
86 SCHOOL LUNCH		0.00	4,850.75	4,850.75	-4,850.75	0.00
89 SCHOOL SUB		0.00	22,336.37	22,336.37	-22,336.37	0.00
93 INT ON TAXES		8,000.00	775.93	775.93	7,224.07	9.70
95 LIEN FEES		1,100.00	54.60	54.60	1,045.40	4.96
96 HOMESTEAD		85,000.00	25,625.00	25,625.00	59,375.00	30.15
97 BETE REIMBUR		3,200.00	0.00	0.00	3,200.00	0.00
98 REV. SHARING		135,000.00	18,668.24	18,668.24	116,331.76	13.83
	Revenue Total	962,750.00	152,017.52	152,017.52	810,732.48	15.79
	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		**82,675.00**	**6,360.00**	**6,360.00**	**76,315.00**	**7.69**
01 PAYROLL		82,675.00	6,360.00	6,360.00	76,315.00	7.69
01 SALARIES		82,675.00	6,360.00	6,360.00	76,315.00	7.69
03 TAX COL/TREA		**66,583.00**	**5,123.20**	**5,123.20**	**61,459.80**	**7.69**
01 PAYROLL		66,583.00	5,123.20	5,123.20	61,459.80	7.69
01 SALARIES		66,583.00	5,123.20	5,123.20	61,459.80	7.69
04 TOWN CLERK		**55,511.00**	**4,270.40**	**4,270.40**	**51,240.60**	**7.69**
01 PAYROLL		55,511.00	4,270.40	4,270.40	51,240.60	7.69
01 SALARIES		55,511.00	4,270.40	4,270.40	51,240.60	7.69
05 CODE ENF		**49,325.00**	**3,794.40**	**3,794.40**	**45,530.60**	**7.69**
01 PAYROLL		49,325.00	3,794.40	3,794.40	45,530.60	7.69
01 SALARIES		49,325.00	3,794.40	3,794.40	45,530.60	7.69
07 HEALTH OFF		**1,817.00**	**0.00**	**0.00**	**1,817.00**	**0.00**
01 PAYROLL		1,817.00	0.00	0.00	1,817.00	0.00
01 SALARIES		1,817.00	0.00	0.00	1,817.00	0.00
08 ROAD COMM		**9,308.00**	**775.67**	**775.67**	**8,532.33**	**8.33**

Exp / Rev Summary Report

ALL Departments
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
01 GEN GOVT CONT'D					
01 PAYROLL	9,308.00	775.67	775.67	8,532.33	8.33
01 SALARIES	9,308.00	775.67	775.67	8,532.33	8.33
09 ANIMAL CONT	**2,363.00**	**0.00**	**0.00**	**2,363.00**	**0.00**
01 PAYROLL	2,363.00	0.00	0.00	2,363.00	0.00
01 SALARIES	2,363.00	0.00	0.00	2,363.00	0.00
10 HARBOR MAST	**2,685.00**	**0.00**	**0.00**	**2,685.00**	**0.00**
01 PAYROLL	2,685.00	0.00	0.00	2,685.00	0.00
01 SALARIES	2,685.00	0.00	0.00	2,685.00	0.00
11 FIRE CHIEF	**14,173.00**	**1,090.40**	**1,090.40**	**13,082.60**	**7.69**
01 PAYROLL	14,173.00	1,090.40	1,090.40	13,082.60	7.69
01 SALARIES	14,173.00	1,090.40	1,090.40	13,082.60	7.69
12 DEPUTY	**4,030.00**	**0.00**	**0.00**	**4,030.00**	**0.00**
01 PAYROLL	4,030.00	0.00	0.00	4,030.00	0.00
01 SALARIES	4,030.00	0.00	0.00	4,030.00	0.00
13 FIRE CAPT 2	**1,983.00**	**0.00**	**0.00**	**1,983.00**	**0.00**
01 PAYROLL	1,983.00	0.00	0.00	1,983.00	0.00
01 SALARIES	1,983.00	0.00	0.00	1,983.00	0.00
15 LIEUTENANT	**1,050.00**	**0.00**	**0.00**	**1,050.00**	**0.00**
01 PAYROLL	1,050.00	0.00	0.00	1,050.00	0.00
01 SALARIES	1,050.00	0.00	0.00	1,050.00	0.00
Expense Total	304,603.00	21,414.07	21,414.07	283,188.93	7.03
Net Profit / (Loss)	**658,147.00**	**130,603.45**	**130,603.45**	**(527,543.55)**	
02 INS & BENE					
EXPENSES					
01 PAY TAXES	**27,000.00**	**1,458.78**	**1,458.78**	**25,541.22**	**5.40**
02 INS/BENE	27,000.00	1,458.78	1,458.78	25,541.22	5.40
01 PAY TAXES	27,000.00	1,458.78	1,458.78	25,541.22	5.40
02 RETIREMENT	**41,715.00**	**13,662.13**	**13,662.13**	**28,052.87**	**32.75**
02 INS/BENE	41,715.00	13,662.13	13,662.13	28,052.87	32.75
02 MEPERS/ICMA	41,715.00	13,662.13	13,662.13	28,052.87	32.75
03 INSURANCE	**117,500.00**	**20,640.78**	**20,640.78**	**96,859.22**	**17.57**
02 INS/BENE	117,500.00	20,640.78	20,640.78	96,859.22	17.57
03 HEALTH INS	87,500.00	7,043.33	7,043.33	80,456.67	8.05
05 WORK COMP	8,000.00	820.95	820.95	7,179.05	10.26
06 PROP/CAS	21,000.00	12,776.50	12,776.50	8,223.50	60.84
07 VOLUNT FF	1,000.00	0.00	0.00	1,000.00	0.00
Expense Total	186,215.00	35,761.69	35,761.69	150,453.31	19.20
Net Profit / (Loss)	**(186,215.00)**	**(35,761.69)**	**(35,761.69)**	**150,453.31**	
03 TOWN ADMIN					
EXPENSES					
01 OFFICE EXP	**62,000.00**	**3,927.05**	**3,927.05**	**58,072.95**	**6.33**
05 PROF SERV	28,100.00	19.00	19.00	28,081.00	0.07
03 AUDIT	10,500.00	0.00	0.00	10,500.00	0.00
05 ADVERTISING	3,000.00	0.00	0.00	3,000.00	0.00
06 TOWN REPORT	2,600.00	0.00	0.00	2,600.00	0.00
10 REG OF DEEDS	1,500.00	19.00	19.00	1,481.00	1.27
11 CONTRACTS	10,500.00	0.00	0.00	10,500.00	0.00

Account	Budget	Current Month	Year To Date	Balance	Percent
03 TOWN ADMIN CONT'D					
06 SUPPLIES	10,200.00	3,074.90	3,074.90	7,125.10	30.15
01 OFFICE	4,000.00	271.89	271.89	3,728.11	6.80
02 POSTAGE	3,500.00	2,162.00	2,162.00	1,338.00	61.77
03 COPIER	2,700.00	641.01	641.01	2,058.99	23.74
07 DUES/TRAIN	6,000.00	159.82	159.82	5,840.18	2.66
01 PROF DUES	4,200.00	0.00	0.00	4,200.00	0.00
02 EMPL TRAIN	1,000.00	0.00	0.00	1,000.00	0.00
03 TRAVEL REIMB	800.00	159.82	159.82	640.18	19.98
08 UTILITIES	12,700.00	673.33	673.33	12,026.67	5.30
01 ELECTRIC	3,000.00	219.04	219.04	2,780.96	7.30
02 HEATING OIL	2,200.00	0.00	0.00	2,200.00	0.00
04 TELEPHONE	4,300.00	240.74	240.74	4,059.26	5.60
05 CELL PHONE	0.00	40.01	40.01	-40.01	0.00
07 WATER	1,200.00	173.54	173.54	1,026.46	14.46
09 INTERNET	2,000.00	0.00	0.00	2,000.00	0.00
10 REPAIRS/MAIN	5,000.00	0.00	0.00	5,000.00	0.00
07 EQUIPMENT	5,000.00	0.00	0.00	5,000.00	0.00
03 COMP/TECH	**51,000.00**	**1,150.24**	**1,150.24**	**49,849.76**	**2.26**
05 PROF SERV	50,000.00	1,124.25	1,124.25	48,875.75	2.25
11 CONTRACTS	50,000.00	1,124.25	1,124.25	48,875.75	2.25
06 SUPPLIES	1,000.00	25.99	25.99	974.01	2.60
05 COMPUTER	1,000.00	25.99	25.99	974.01	2.60
04 ASSESSING	**25,000.00**	**27,211.29**	**27,211.29**	**-2,211.29**	**108.85**
05 PROF SERV	25,000.00	27,211.29	27,211.29	-2,211.29	108.85
04 MAPPING	5,000.00	0.00	0.00	5,000.00	0.00
11 CONTRACTS	20,000.00	0.00	0.00	20,000.00	0.00
14 ABATEMENT	0.00	27,211.29	27,211.29	-27,211.29	0.00
06 SELECT CONT	**15,000.00**	**0.00**	**0.00**	**15,000.00**	**0.00**
05 PROF SERV	15,000.00	0.00	0.00	15,000.00	0.00
11 CONTRACTS	15,000.00	0.00	0.00	15,000.00	0.00
15 VOTING	**2,100.00**	**0.00**	**0.00**	**2,100.00**	**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
06 SUPPLIES	100.00	0.00	0.00	100.00	0.00
08 FOOD	100.00	0.00	0.00	100.00	0.00
20 OFFICE CLEAN	**7,000.00**	**480.00**	**480.00**	**6,520.00**	**6.86**
05 PROF SERV	7,000.00	480.00	480.00	6,520.00	6.86
11 CONTRACTS	7,000.00	480.00	480.00	6,520.00	6.86
21 BUILDING MNT	**51,800.00**	**2,954.53**	**2,954.53**	**48,845.47**	**5.70**
06 SUPPLIES	400.00	0.00	0.00	400.00	0.00
06 CLEAN/PAPER	400.00	0.00	0.00	400.00	0.00
08 UTILITIES	28,200.00	33.21	33.21	28,166.79	0.12
06 ALARM	28,000.00	0.00	0.00	28,000.00	0.00
08 DUMPSTER	200.00	33.21	33.21	166.79	16.61
10 REPAIRS/MAIN	23,200.00	2,921.32	2,921.32	20,278.68	12.59
02 BUILDING	20,000.00	2,388.02	2,388.02	17,611.98	11.94
05 LAWN CARE	3,200.00	533.30	533.30	2,666.70	16.67
Expense Total	213,900.00	35,723.11	35,723.11	178,176.89	16.70
Net Profit / (Loss)	**(213,900.00)**	**(35,723.11)**	**(35,723.11)**	**178,176.89**	

04 LEGAL

EXPENSES

Account	Budget	Current Month	Year To Date	Balance	Percent
04 LEGAL CONT'D					
01 LEGAL	**20,000.00**	**0.00**	**0.00**	**20,000.00**	**0.00**
05 PROF SERV	20,000.00	0.00	0.00	20,000.00	0.00
01 LEGAL	20,000.00	0.00	0.00	20,000.00	0.00
Expense Total	20,000.00	0.00	0.00	20,000.00	0.00
Net Profit / (Loss)	**(20,000.00)**	**0.00**	**0.00**	**20,000.00**	
10 PROTECTION					
EXPENSES					
05 AMB SERV	**75,000.00**	**295.00**	**295.00**	**74,705.00**	**0.39**
05 PROF SERV	75,000.00	295.00	295.00	74,705.00	0.39
11 CONTRACTS	75,000.00	295.00	295.00	74,705.00	0.39
10 HYDRANTS	**27,544.00**	**9,207.00**	**9,207.00**	**18,337.00**	**33.43**
08 UTILITIES	27,544.00	9,207.00	9,207.00	18,337.00	33.43
10 HYDRANTS	27,544.00	9,207.00	9,207.00	18,337.00	33.43
30 FD OPERATION	**104,835.00**	**24,662.24**	**24,662.24**	**80,172.76**	**23.52**
06 SUPPLIES	18,400.00	10,679.98	10,679.98	7,720.02	58.04
01 OFFICE	850.00	0.00	0.00	850.00	0.00
05 COMPUTER	3,700.00	0.00	0.00	3,700.00	0.00
07 CLOTHING	13,050.00	10,679.98	10,679.98	2,370.02	81.84
08 FOOD	800.00	0.00	0.00	800.00	0.00
07 DUES/TRAIN	6,925.00	280.00	280.00	6,645.00	4.04
01 PROF DUES	1,175.00	230.00	230.00	945.00	19.57
02 EMPL TRAIN	5,750.00	50.00	50.00	5,700.00	0.87
08 UTILITIES	17,920.00	4,749.28	4,749.28	13,170.72	26.50
01 ELECTRIC	6,000.00	406.64	406.64	5,593.36	6.78
03 NATURAL GAS	5,000.00	83.58	83.58	4,916.42	1.67
04 TELEPHONE	1,750.00	212.21	212.21	1,537.79	12.13
05 CELL PHONE	800.00	46.37	46.37	753.63	5.80
06 ALARM	2,270.00	3,711.55	3,711.55	-1,441.55	163.50
08 DUMPSTER	1,000.00	84.00	84.00	916.00	8.40
09 INTERNET	1,100.00	84.90	84.90	1,015.10	7.72
11 TABLETS	0.00	120.03	120.03	-120.03	0.00
10 REPAIRS/MAIN	29,500.00	17.99	17.99	29,482.01	0.06
02 BUILDING	29,500.00	0.00	0.00	29,500.00	0.00
07 EQUIPMENT	0.00	17.99	17.99	-17.99	0.00
15 VHCL/EQUIP	26,320.00	8,934.99	8,934.99	17,385.01	33.95
01 GAS/DIESEL	6,500.00	969.70	969.70	5,530.30	14.92
02 MAINT/REP	16,920.00	7,965.29	7,965.29	8,954.71	47.08
03 NEW EQUIP	2,900.00	0.00	0.00	2,900.00	0.00
16 RESCUE	5,770.00	0.00	0.00	5,770.00	0.00
01 PHYS/SUPPL	5,770.00	0.00	0.00	5,770.00	0.00
32 FD INCENTIVE	**46,029.00**	**0.00**	**0.00**	**46,029.00**	**0.00**
01 PAYROLL	46,029.00	0.00	0.00	46,029.00	0.00
02 WAGES	46,029.00	0.00	0.00	46,029.00	0.00
40 ANIMAL CNTRL	**5,181.00**	**2,887.27**	**2,887.27**	**2,293.73**	**55.73**
05 PROF SERV	2,846.00	2,845.90	2,845.90	0.10	100.00
11 CONTRACTS	2,846.00	2,845.90	2,845.90	0.10	100.00
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	41.37	41.37	558.63	6.90
05 CELL PHONE	600.00	41.37	41.37	558.63	6.90

Account		Budget	Current Month	Year To Date	Balance	Percent
10 PROTECTION CONT'D						
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	258,589.00	37,051.51	37,051.51	221,537.49	14.33
	Net Profit / (Loss)	**(258,589.00)**	**(37,051.51)**	**(37,051.51)**	**221,537.49**	
15 EDUCATION						
	EXPENSES					
01 SCHOOL		**3,857,114.00**	**245,506.47**	**245,506.47**	**3,611,607.53**	**6.37**
01 PAYROLL		0.00	116,276.38	116,276.38	-116,276.38	0.00
02 WAGES		0.00	116,276.38	116,276.38	-116,276.38	0.00
25 SCHOOL		3,857,114.00	129,230.09	129,230.09	3,727,883.91	3.35
01 SCHOOL		3,857,114.00	129,230.09	129,230.09	3,727,883.91	3.35
	Expense Total	3,857,114.00	245,506.47	245,506.47	3,611,607.53	6.37
	Net Profit / (Loss)	**(3,857,114.00)**	**(245,506.47)**	**(245,506.47)**	**3,611,607.53**	
20 HARBOR/WATER						
	EXPENSES					
01 SHELL WARDEN		**15,000.00**	**87.13**	**87.13**	**14,912.87**	**0.58**
05 PROF SERV		15,000.00	0.00	0.00	15,000.00	0.00
11 CONTRACTS		15,000.00	0.00	0.00	15,000.00	0.00
15 VHCL/EQUIP		0.00	87.13	87.13	-87.13	0.00
03 NEW EQUIP		0.00	87.13	87.13	-87.13	0.00
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
03 NEW EQUIP		100.00	0.00	0.00	100.00	0.00
05 HRBR MSTR		**2,000.00**	**0.00**	**0.00**	**2,000.00**	**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		900.00	0.00	0.00	900.00	0.00
01 GAS/DIESEL		700.00	0.00	0.00	700.00	0.00
02 MAINT/REP		200.00	0.00	0.00	200.00	0.00
	Expense Total	17,800.00	87.13	87.13	17,712.87	0.49
	Net Profit / (Loss)	**(17,800.00)**	**(87.13)**	**(87.13)**	**17,712.87**	
25 SANITATION						
	EXPENSES					
01 SOLID WASTE		**11,600.00**	**959.72**	**959.72**	**10,640.28**	**8.27**
05 PROF SERV		11,600.00	959.72	959.72	10,640.28	8.27
12 RECYCLING		11,600.00	959.72	959.72	10,640.28	8.27
02 RECYC CMTEE		**5,000.00**	**146.00**	**146.00**	**4,854.00**	**2.92**
05 PROF SERV		5,000.00	146.00	146.00	4,854.00	2.92
11 CONTRACTS		5,000.00	146.00	146.00	4,854.00	2.92
	Expense Total	16,600.00	1,105.72	1,105.72	15,494.28	6.66
	Net Profit / (Loss)	**(16,600.00)**	**(1,105.72)**	**(1,105.72)**	**15,494.28**	

Account	Budget	Current Month	Year To Date	Balance	Percent
30 PUBLIC WORKS CONT'D					
30 PUBLIC WORKS					
EXPENSES					
01 GENERAL ROAD	**329,000.00**	**7,470.00**	**7,470.00**	**321,530.00**	**2.27**
20 ROAD EXPENSE	329,000.00	7,470.00	7,470.00	321,530.00	2.27
01 SIGNS	2,000.00	0.00	0.00	2,000.00	0.00
02 SWEEP	3,000.00	0.00	0.00	3,000.00	0.00
03 PAINT/MOW	20,000.00	0.00	0.00	20,000.00	0.00
04 CULVERTS	5,000.00	0.00	0.00	5,000.00	0.00
05 PATCH	25,000.00	0.00	0.00	25,000.00	0.00
07 TREE TRIM	10,000.00	0.00	0.00	10,000.00	0.00
11 GRADING	4,000.00	4,800.00	4,800.00	-800.00	120.00
12 REPAIRS	50,000.00	2,670.00	2,670.00	47,330.00	5.34
13 DITCHING	50,000.00	0.00	0.00	50,000.00	0.00
14 ENGINEERING	10,000.00	0.00	0.00	10,000.00	0.00
96 PAVING	150,000.00	0.00	0.00	150,000.00	0.00
02 SPECIAL PROJ	**301,000.00**	**0.00**	**0.00**	**301,000.00**	**0.00**
05 PROF SERV	50,000.00	0.00	0.00	50,000.00	0.00
08 ENGINEERING	50,000.00	0.00	0.00	50,000.00	0.00
20 ROAD EXPENSE	251,000.00	0.00	0.00	251,000.00	0.00
04 CULVERTS	50,000.00	0.00	0.00	50,000.00	0.00
10 CONTRACT/ADS	1,000.00	0.00	0.00	1,000.00	0.00
12 REPAIRS	150,000.00	0.00	0.00	150,000.00	0.00
96 PAVING	50,000.00	0.00	0.00	50,000.00	0.00
03 SALT SHED	**1,000.00**	**0.00**	**0.00**	**1,000.00**	**0.00**
08 UTILITIES	700.00	0.00	0.00	700.00	0.00
01 ELECTRIC	700.00	0.00	0.00	700.00	0.00
10 REPAIRS/MAIN	300.00	0.00	0.00	300.00	0.00
02 BUILDING	300.00	0.00	0.00	300.00	0.00
04 STREET LIGHT	**2,000.00**	**132.30**	**132.30**	**1,867.70**	**6.62**
08 UTILITIES	2,000.00	132.30	132.30	1,867.70	6.62
01 ELECTRIC	2,000.00	132.30	132.30	1,867.70	6.62
10 SNOW REMOVAL	**255,000.00**	**114.12**	**114.12**	**254,885.88**	**0.04**
20 ROAD EXPENSE	40,000.00	114.12	114.12	39,885.88	0.29
08 SALT/SAND	40,000.00	0.00	0.00	40,000.00	0.00
10 CONTRACT/ADS	0.00	114.12	114.12	-114.12	0.00
21 CONTRACTS	215,000.00	0.00	0.00	215,000.00	0.00
01 ROAD PLOW	200,000.00	0.00	0.00	200,000.00	0.00
02 TOWN LOTS	15,000.00	0.00	0.00	15,000.00	0.00
Expense Total	888,000.00	7,716.42	7,716.42	880,283.58	0.87
Net Profit / (Loss)	**(888,000.00)**	**(7,716.42)**	**(7,716.42)**	**880,283.58**	
35 COMMITTEES					
EXPENSES					
04 COMM AGENCY	**47,061.00**	**47,061.00**	**47,061.00**	**0.00**	**100.00**
05 PROF SERV	47,061.00	47,061.00	47,061.00	0.00	100.00
09 COMM AGEN	47,061.00	47,061.00	47,061.00	0.00	100.00
06 PLANNING BRD	**3,000.00**	**185.93**	**185.93**	**2,814.07**	**6.20**
01 PAYROLL	3,000.00	0.00	0.00	3,000.00	0.00
02 WAGES	3,000.00	0.00	0.00	3,000.00	0.00
05 PROF SERV	0.00	185.93	185.93	-185.93	0.00
05 ADVERTISING	0.00	185.93	185.93	-185.93	0.00

Exp / Rev Summary Report

ALL Departments
ALL Months

Account		Budget	Current Month	Year To Date	Balance	Percent
	Expense Total	50,061.00	47,246.93	47,246.93	2,814.07	94.38
	Net Profit / (Loss)	**(50,061.00)**	**(47,246.93)**	**(47,246.93)**	**2,814.07**	
40 SPEC ASSESS						
	EXPENSES					
01 COUNTY TAX		**818,044.00**	**0.00**	**0.00**	**818,044.00**	**0.00**
05 PROF SERV		818,044.00	0.00	0.00	818,044.00	0.00
13 COUNTY		818,044.00	0.00	0.00	818,044.00	0.00
	Expense Total	818,044.00	0.00	0.00	818,044.00	0.00
	Net Profit / (Loss)	**(818,044.00)**	**0.00**	**0.00**	**818,044.00**	