

AGENDA
CITY COUNCIL OF THE CITY OF BATH, MAINE
Regular Meeting

Wednesday, July 5, 2017 6:00pm
City Council Chambers, Bath City Hall

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

A. Pledge of Allegiance

B. Roll Call

Presentation of a "Key to the City of Bath" and a Proclamation to City Manager William Giroux in recognition of his 11 plus years of service to the City of Bath.

C. Public Hearings:

1) Ordinance: Chapter 17. Vehicles and Traffic, Article 6. Stopping, Standing and Parking, Section 17-259. Parking Restrictions, Middle Street-East Side. (second passage)

2) Ordinance: Chapter 17. Vehicles and Traffic, Article 6. Stopping, Standing and Parking, Section 17-210. One-Way Streets, Andrews and Cobb Roads. (second passage)

D. Consent Agenda

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

*3) Minutes of the Council Meetings of June 7 and 14, 2017 and Item F4. (Motion to Accept as Presented)

E. Time Devoted to Residents to Address the City Council

F. Resolutions, Orders, and Ordinances:

4*) Appointment: Replacement to finish out the term expiration June 30th of 2018 of City Manager William Giroux to the Maine Municipal Association Legislative Policy Committee by Councilor Mari Eosco.

5) Order: Approving Interim City Manager

6) Order: Approving Employment Contract for Interim City Manager

7) Order: Appointing Public Works Director

PROCLAMATION

WHEREAS the City of Bath wishes to recognize the 11 years of dedicated service by City Manager William Giroux to the City of Bath; and

WHEREAS William Giroux was born in Brunswick, ME, the son of Wilfred A. and Geraldine M. Giroux, serving in public service for a cumulative total of 30 years, working for the Town of Brunswick, the State of Maine, the City of Portland, the Town of Wells, the Town of Phippsburg and the Town of Bowdoinham before taking the helm as City Manager for the City of Bath, and

WHEREAS William's many achievements are too numerous to mention, but he was the driving force behind many community and economic development projects, capably spearheading and working side by side with his staff on a number of projects including the following: downtown preservation and upgrades, Riverwalk Hotel, Condominiums and sidewalk improvements, downtown and Route 1 hotels, BIW Ultra Hall building, downtown Medical Office building, Huse School redevelopment, viaduct rebuild, new high school at Wing Farm, relocation of Bath Youth Meetinghouse and Skatepark, McMann Field turf and new track, landfill expansions and gas mitigation, rebuild of Congress, North Street, lower Washington and lower High, wastewater Master Plan and ongoing 10 million dollar plant and pump station upgrade, Zorach Fountain pond, natural gas expansion to Bath, a historic and environmental Marker Program and over 23 million dollars in grants over the last 11 years; and

WHEREAS William has masterfully appointed numerous City staff positions, continually raising the bar for employee performance and work ethic so that the City has been capably staffed with a very competent management team who will be able to run the City like a well-oiled machine after his departure, and

WHEREAS William has served as a model of perseverance, providing exemplary leadership with his preparation, diligence, energy and attention to detail, applying his budgetary and fiscal expertise to the advantage of Bath taxpayers, and his foresight and vision have done much to enhance, preserve and promote the splendor of our community, and

WHEREAS William has worked closely with Main Street Bath, Bath Noontime Rotary Club, Sagadahoc Preservation, the Chocolate Church, the Maritime Museum and numerous other local non-profits who work tirelessly to make the City of Bath a better place to live, work and play;

NOW THEREFORE BE IT PROCLAIMED that William Giroux has provided 11 years of good management for the citizenry of Bath and has improved the quality of life for us all. We send him off with gratitude and sincere wishes that he will have time to stop and smell the roses before embarking on this next chapter of his life.

Signed this 5th day of July, 2017



Mari H. Eosco, Madame Chair
Bath City Council



ORDINANCE

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

CHAPTER 17. VEHICLES AND TRAFFIC

Article 6. Stopping, Standing and Parking

Section 17-210. One-Way Streets.

Add the following:

ANDREWS ROAD Westerly, from Dike Road to former Huse School Property

COBB ROAD Easterly from the former Huse School Property to Dike Road

City of Bath

55 Front Street
Bath, Maine 04530

Dept: 207/443-8363
Fax: 207/443-8389



**Planning &
Development**

MEMORANDUM

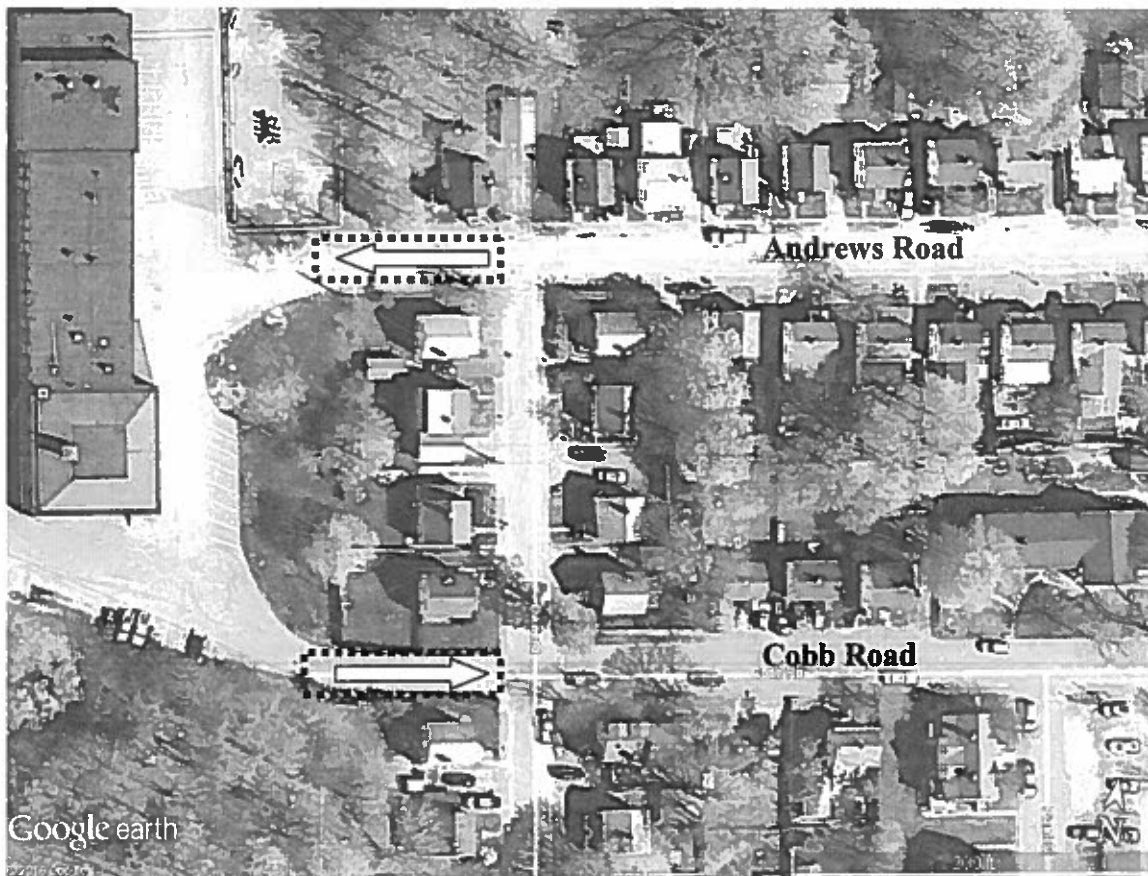
TO: Mari Eosco, Chair
City Councilors

FROM: Andrew H. Deci, Director of Planning & Development

DATE: May 24, 2017

RE: Establishment of Portions of Andrews and Cobb Roads as
One-Way Streets

As part of the redevelopment of the Huse School property, *portions* of Andrews and Cobb Roads are to be treated as one-way streets:



ORDINANCE

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

CHAPTER 17. VEHICLES AND TRAFFIC

Article 6. Stopping, Standing and Parking

Section 17-259. Parking Restrictions

Middle Street East Side

Delete the following:

From a point 160 feet north of Shaw Street to Spring Street, 2 hour parking.

Replace with the following:

From a point 160 feet north of Shaw Street to the southern side of Hinckley Street, 2 hour parking. From the northern side of Hinckley Street to Spring Street, no parking.



**CITY OF BATH
POLICE DEPARTMENT**


MICHAEL W. FIELD
CHIEF of POLICE

250 Water Street

Bath, Maine 04530

(207) 443-5563

Memorandum

To: Members of the City Council
From: Michael Field, Chief of Police 
Ref: Parking Ordinances Middle Street
Date: May 30th, 2017

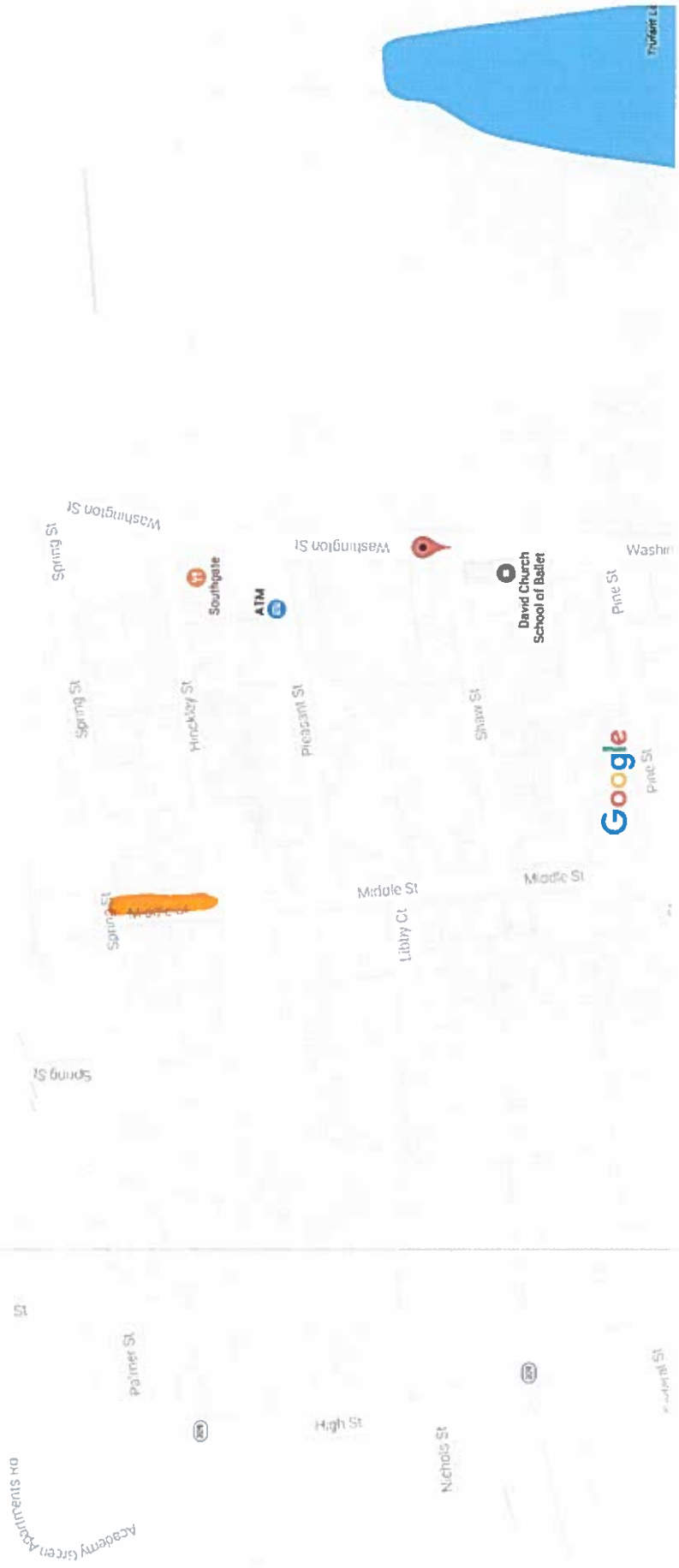
The Transportation Committee discussed parking issues on Middle St. between Hinkley St. and Spring St. on the east side. Currently it is a two (2) hour parking zone. The design of the area makes it difficult for any vehicle to park their due to driveways and intersections. In essence, no vehicle can park there without violating the time parking, too close to driveway, or too close to intersection.

The Transportation Committee suggests that this area be ordinance no parking. Middle Street on the west side is currently no parking.

Please see the attached Google map.

If you have any questions, please contact me.

Google Maps Shaw St



Map data ©2017 Google 100 ft

**ORDER
APPROVING INTERIM CITY MANAGER**

WHEREAS, the incumbent City Manager, William D. Giroux, will be leaving the position of City Manager effective July 6, 2017; and

WHEREAS, his absence will leave the position of City Manager vacant; and

WHEREAS, it is necessary and appropriate to provide for an Interim City Manager to fill the position of City Manager; and

WHEREAS, the City Council is required to appoint a City Manager for an indefinite term in accordance with the provisions of Section 301 of the City Charter; and

WHEREAS, it has been recommended that Peter H. Owen, the current City Public Works Director, fill the position of Interim City Manager; and

WHEREAS, Peter H. Owen has, on a number of occasions, in the absence of the current City Manager, filled the position as Acting City Manager.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that Peter H. Owen is hereby appointed the Interim City Manager for the City of Bath, effective July 7, 2017, and to remain in that position until a permanent City Manager is selected, approved by Council, and assumes the position of City Manager, or until further action of the Council.

Fl6

**ORDER
APPROVING EMPLOYMENT CONTRACT**

WHEREAS, Peter H. Owen has been appointed as the Interim City Manager, effective July 7, 2017, and is expected to remain in that position until a permanent City Manager is selected, approved, and assumes the position, or until further action of the Council; and

WHEREAS, both City Council and the Interim City Manager have deemed it appropriate to have the tenure of the Interim City Manager governed by an Employment Contract, setting forth the powers, duties, terms, and conditions of the employment of the Interim City Manager.

NOW, THEREFORE, BE IT ORDERED that the City Council of the City of Bath hereby approves the Employment Contract by and between the City of Bath and the Interim City Manager, Peter H. Owen, generally in the form attached hereto and made a part of this Order.

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**ORDER
APPOINTMENT OF PUBLIC WORKS DIRECTOR**

PURSUANT TO SECTION 404 OF THE CHARTER OF THE CITY OF BATH,
AND THE REQUIREMENTS OF 30-A M.R.S. § 3153, THE CITY COUNCIL OF THE
CITY OF BATH HEREBY RATIFIES AND CONFIRMS THE CITY MANAGER'S
APPOINTMENT OF LEE LEINER, AS THE PUBLIC WORKS DIRECTOR FOR THE
CITY OF BATH, FOR AN INDEFINITE TERM, SAID APPOINTMENT TO BE
EFFECTIVE JULY 7, 2017.

F8

Memorandum

To: Honorable Chairman and All Members Bath City Council

CC: William D. Giroux, City Manager
Peter Owen, Director of Public Works
Scott LaFlamme, Director of Office of Economic Development
Marc Meyers, Director of Community Development
Mary White, City Clerk
Lisa R. Magnacca, Esq.

From: Therriault & Therriault, City Solicitors

Date: June 26, 2017

Re: RSU 1 Option Agreement – Wing Farm Property

I received late last Thursday an e-mail with an attached, proposed Amendment and Extension of Option Agreement. As you know, the Option Agreement with the City of Bath and RSU 1 for the Wing Farm property originally was scheduled to expire on July 31, 2017 at 11:59 P.M. The original Agreement contained a provision that allows RSU 1, at their option, to extend the time frame for the option for an additional year, to July 31, 2018 at 11:59 P.M. The only requirement is that they provide us notice of their intent to extend the Option for the additional year. They have sent, through their Counsel, an e-mail to me which expresses their intention and a copy is attached. There are two points with respect to the amendments that need to be noted. First, and the primary reason we are doing an amendment, is to include the portion of Wing Farm that was in West Bath and was not part of the original Option. That property is now being included in this Amendment, so that all the Wing Farm property is being conveyed.

With respect to all other provisions of the original Option, they are ratified and carried forward in accordance with Paragraph 4 of the Amendment and Extension.

Also attached is an Order approving the Amendment and Extension.

If there are any questions, please do not hesitate to contact us.

Respectfully submitted,



Roger R. Therriault, Esq.

RRT/amm
Attachment

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**ORDER
APPROVING AMENDMENT AND EXTENSION
OF OPTION AGREEMENT**

WHEREAS, the City of Bath, on or about October 11, 2016, entered into an Option Agreement with Regional School Unit No. 1: Lower Kennebec Region School Unit ("RSU 1") for the purchase of premises designated as the City's Wing Farm Subdivision and a portion of the Wing Farm Parkway, located within the boundary of the City of Bath; and

WHEREAS, that Option Agreement was recorded on December 2, 2016 in the Sagadahoc County Registry of Deeds in Book 2016R, Page 09045; and

WHEREAS, under its provisions, the Option Agreement was scheduled to expire on July 31, 2017 at 11:59 P.M.; and

WHEREAS, RSU 1 has the option to extend the original Option term by delivering a notice to the City of Bath expressing its intention to extend the Option for an additional one-year term; and

WHEREAS, the City of Bath has received formal notice of extension from RSU 1; and

WHEREAS, the additional purpose of the Amendment and Extension of the Option Agreement is to include property which was not part of the Wing Farm Development but adjoined the Development and is located in the Town of West Bath.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the proposed Amendment and Extension of Option Agreement, attached hereto and made a part hereof, be and hereby is approved and that the City Manager of the City of Bath is hereby authorized to execute the Amendment and Extension of Option Agreement, together with such other documentation as may be necessary, appropriate, or convenient to effectuate the amendment and extension, on behalf of the City.

Roger Therriault

From: Lisa R. Magnacca <LMagnacca@dwmlaw.com>
Sent: Thursday, June 22, 2017 5:19 PM
To: Roger Therriault
Cc: 'pmanuel@rsu1.org'; 'Kylie Mason (kmason@sebagotechnics.com)'; 'ron.lamarre@lbpa.com'
Subject: RSU 1 Option Extension and Amendment
Attachments: Option - Extension and Amendment 6-22-17.DOC

Hi Roger,

As we discussed before, the Option Agreement with RSU 1 requires an amendment to include Lot 13A in West Bath, and to otherwise clarify the property/acreage covered by the Option. We have created a very simple agreement for your review, which is attached here.

At the same time, please accept this as formal notice to the City of RSU 1's election to extend the Option Agreement, in accordance with its terms, for one year. Instead of terminating July 31, 2017, the Option shall now terminate July 31, 2018.

I wanted to get this out to you quickly as I understand the City Council may have an upcoming meeting where this will be considered, however, Patrick, Kylie and Ron have not yet had a chance to review this, so in the event that they have comments or changes we will need to incorporate those.

Thanks in advance,

Lisa

Lisa R. Magnacca
Attorney

207.253.0504 Direct
LMagnacca@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101-2480
800.727.1941 | 207.772.3627 Fax | dwmlaw.com

DrummondWoodsum
ATTORNEYS AT LAW

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AMENDMENT AND EXTENSION OF OPTION AGREEMENT

This Amendment and Extension of Option Agreement (the "Agreement") is made and entered into as of _____, 2017 between **REGIONAL SCHOOL UNIT NO. 1: LOWER KENNEBEC REGION SCHOOL UNIT**, a Maine school administrative unit with a mailing address of c/o Office of the Superintendent, 34 Wing Farm Parkway, Bath, ME 04530 ("RSU 1") and the **CITY OF BATH**, a Maine municipal corporation with a mailing address at c/o City Manager, 55 Front Street, Bath, Maine 04530 (the "City").

RECITALS

WHEREAS, RSU 1 and the City entered into an Option Agreement effective October 11, 2016 with respect to certain property located in the Wing Farm Phase II subdivision, which subdivision is located partially in the City of Bath and partially in the Town of West Bath, Maine (the "Option"); and

WHEREAS, the Option terminates July 31, 2017 and RSU 1 has notified the City of its extension of the Option through July 31, 2018 in accordance with the terms of Section 5 of the Option; and

WHEREAS, the parties desire to enter into this Agreement to evidence the extension of the Option and to clarify certain provisions of the Option, with capitalized terms used in this Agreement and not otherwise being defined having the same meaning set forth in the Option.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Extension of Option Term. By their execution and delivery of this Agreement, the parties agree and acknowledge that the term of the Option has been extended in accordance with its terms and shall end at 11:59 p.m. on **July 31, 2018**.

2. Property Subject to the Option. The parties agree that Schedule A attached to the Option is hereby deleted in its entirety and replaced with Schedule A attached to this Agreement, setting forth a more clear and accurate description of the property subject to the Option (defined as the "Project Site" in the Option). The Project Site is approximately 40.03 acres owned by the City, a portion of which is located in the City of Bath and a portion of which is located in the Town of West Bath, Sagadahoc County, Maine as outlined on Schedule A attached hereto, which is a reduced copy of the plan entitled "Subdivision Plan, Wing Farm Business Park Phase II, Bath and West Bath, Maine" dated May 13, 2008 and recorded in the Sagadahoc County Registry of Deeds in Plan Book 45, Page 83 (the "Plan"). For purposes of clarity and the avoidance of doubt, the Project Site includes:

- a. Lots 7-1, 7-2, 7-3, 7-4, 7-5, and 7-6 in Wing Farm Business Park Phase II, as shown on the Plan, being approximately 27.1 acres;
- b. The "50' Right of Way" located northerly of Wing Farm Parkway, as shown on the Plan, being approximately .9 acres (the "Wing Farm Extension"); and

c. The lot labeled "Proposed Remaining Land of Lot 13A 12.03 acres" on the Plan, currently in "Tree Growth" tax classification and subject to a penalty payable by RSU 1 if RSU 1 elects to remove this parcel from Tree Growth in the future.

3. Municipal Approvals. RSU 1 shall be responsible for obtaining necessary approvals from the planning board in the Town of West Bath and in the City of Bath relating to its redevelopment of the Project Site. The City, in its capacity as owner of the Project Site, agrees to cooperate with the same to the extent necessary. RSU 1's redevelopment of the Project Site is anticipated to include, without limitation, partial vacation of the approved Wing Farm Business Park (Phase II only, including the "Wing Farm Extension" shown on the Plan), and relocation of the "50' Right of Way" connecting Wing Farm Parkway and Anchor Road.

4. Ratification. Except as expressly modified by this Agreement, the terms of the Option shall remain in full force and effect and are hereby ratified and confirmed.

5. Miscellaneous. This Agreement may only be modified by an instrument duly executed by both parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in counterparts, all of which when delivered shall constitute one and the same Agreement. Signatures delivered by fax or email (PDF) shall create a binding obligation of the party executing the same with the same force and effect as if such signature were an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Extension of Option Agreement as of this ____ day of _____, 2017.

CITY OF BATH

Witness

By: _____
William Giroux
Its City Manager

**REGIONAL SCHOOL UNIT NO. 1: LOWER
KENNEBEC REGION SCHOOL UNIT**

Witness

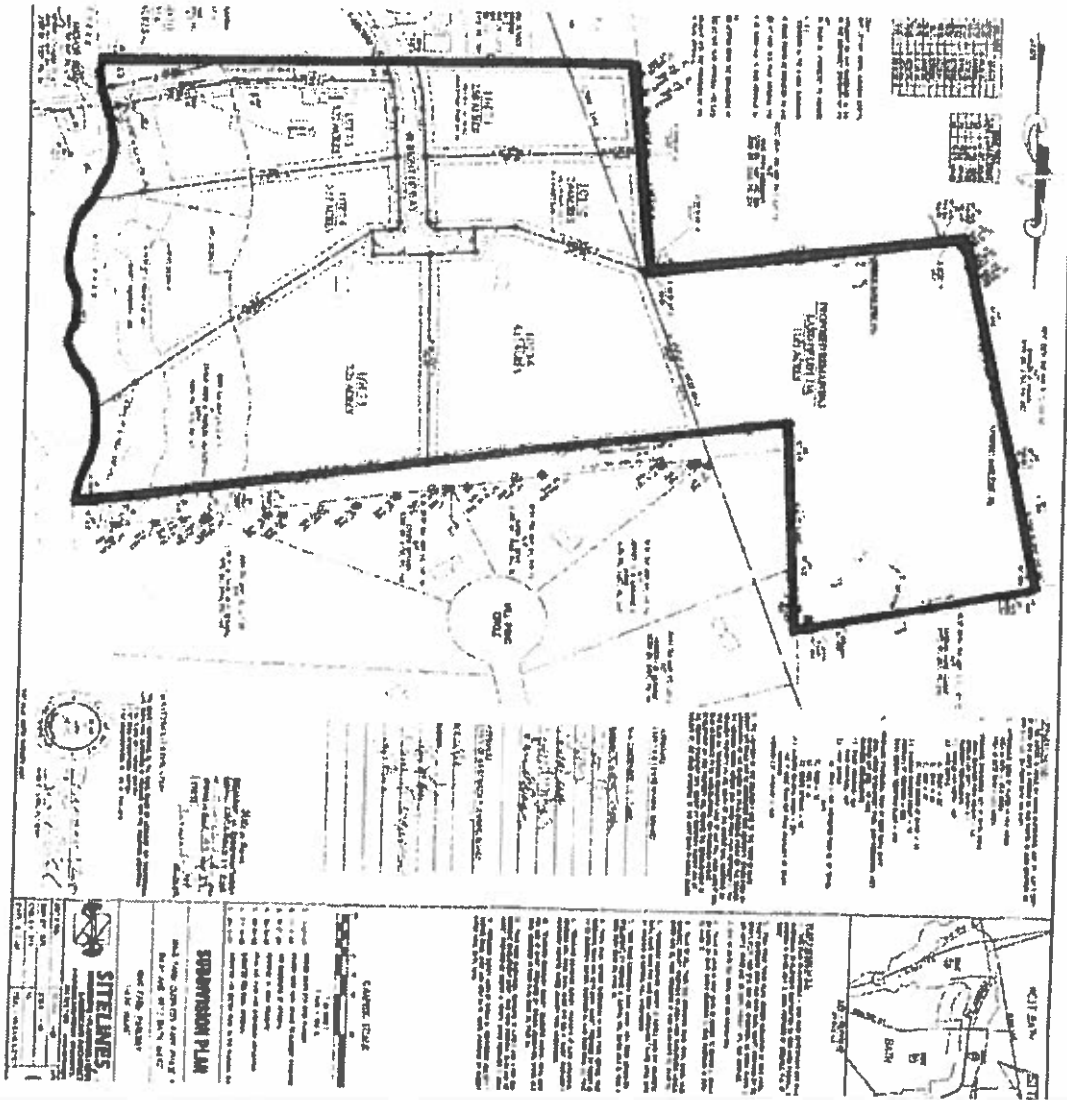
By: _____
Patrick Manuel
Its Superintendent

SCHEDULE A

DESCRIPTION OF OPTIONED PREMISES ("PROJECT SITE")

OPTIONOR: CITY OF BATH

OPTIONEE: REGIONAL SCHOOL UNIT NO. 1: LOWER KENNEBEC REGION SCHOOL UNIT



Together with the right to relocate the 50' right-of-way connecting Anchor Road and Wing Farm Parkway.

Optionee may elect to have a metes and bounds description prepared by a licensed surveyor to replace the property description to be used at closing in the event of exercise of this Option.

BOND ORDINANCE

AUTHORIZING UP TO \$700,000 OF THE CITY'S GENERAL OBLIGATION BONDS TO FINANCE THE ACQUISITION OF A RESCUE PUMPER FIRE TRUCK

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH, AS FOLLOWS:

Section 1. That a sum of up to, but not to exceed, \$700,000, plus the sale premium of and investment earnings on the bonds authorized in Section 2 below, is hereby appropriated for the purpose of funding the following projects, including issuance costs therefor:

- Rescue Pumper Fire Truck

Section 2. That, for the purpose of funding the aforesaid appropriation, the City Treasurer, with the approval of the Chair of the City Council and the City Manager, is hereby authorized, in the name of and on behalf of the City, to issue the City's bonds or notes in anticipation thereof, in the stated principal amount of up to, but not to exceed, \$700,000 under and pursuant the City Charter and Title 30-A, Section §5772 of the Maine Revised Statutes.

Section 3. That any and all bonds or notes in anticipation thereof issued pursuant to this Ordinance are issued pursuant to Chapter 8 of the City Charter and shall be signed by the City Treasurer and countersigned by the Chair of the City Council and the City Manager.

Section 4. That any and all bonds issued pursuant to this Ordinance shall be payable in annual installments, which need not be equal, the total amount of which shall extinguish the entire debt at maturity pursuant to the requirements of 30-A M.R.S.A. Section 5772(3), pursuant to Section 807 of the City Charter.

Section 5. That the term of any bonds issued pursuant to this Ordinance shall not exceed fifteen (15) years, or such lesser term as the Treasurer shall determine is appropriate.

Section 6. That the City Treasurer, with the approval of the Chair of the City Council and the City Manager, shall determine the date or dates, maturities (not to exceed the maximum term specified above), denominations, interest rate or rates and any other details of any bonds or any notes in anticipation thereof to be issued pursuant to this Ordinance, such approval to be conclusively evidenced by the execution thereof.

Section 7. That the City Treasurer, with the approval of the Chair of the City Council and the City Manager, is hereby authorized to make any bonds or notes in anticipation thereof issued pursuant to this Ordinance subject to prepayment and call for redemption with or without premium prior to the stated maturity date at the election of the City.

- Section 8. That the City Treasurer is hereby authorized to take all such action as may be necessary to designate any bonds or notes in anticipation thereof issued pursuant to this Ordinance (to the extent such designation is available) as qualified tax-exempt obligations for purposes of Section 265(b) of the Code.
- Section 9. That the bonds or notes in anticipation thereof issued pursuant to this Ordinance shall be general obligations of the City, backed by the full faith and credit and taxing power of the City.
- Section 10. That in the event the City Treasurer elects to issue such bonds or notes in anticipation thereof through the Maine Municipal Bond Bank (the "Bond Bank"), that the City Treasurer and the Chair of the City Council and the City Manager be and hereby are authorized, on behalf of the City, to enter into a loan agreement with the Bond Bank in conjunction with the issuance of the bonds or notes, in the aggregate principal amount not to exceed \$700,000 with a term not to exceed the term of the bonds or notes, said loan agreement to be in the usual and ordinary form utilized by the Bond Bank in connection with its General Resolution Program, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer, the Chair of the City Council and the City Manager may approve, their approval to be conclusively evidenced by the execution thereof.
- Section 11. That the City Treasurer is authorized to do or cause to be done all such acts and things, and to execute and deliver any and all contracts, agreements, certificates, and other documents as may be necessary or advisable, including but not limited to an Arbitrage and Use of Proceeds Certificate and a Continuing Disclosure Certificate, to carry out the provisions of this Ordinance in connection with the issuance and delivery by the City of the bonds or notes in anticipation thereof.
- Section 12. That if the City Treasurer, Chair of the City Council, City Manager, or Clerk are for any reason unavailable to approve and execute the bonds or notes in anticipation thereof issued pursuant to this Ordinance, any loan agreement or any related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had himself or herself performed such act.
- Section 13. That during the term any of the bonds authorized hereby are outstanding, the City Treasurer is hereby authorized, in the name and on behalf of the City, to issue and deliver refunding bonds on either a current or advance refunding basis, to refund some or all of the bonds then outstanding, and to determine the date, form, interest rate, maturities (not to exceed 15 years from the date of issuance of the original bonds) and all other details of such refunding bonds, including the form and manner of their sale and award. The City Treasurer is hereby further authorized to provide that any of such refunding bonds hereinbefore authorized be made callable, with or without premium, prior to their stated date(s) of maturity, and each refunding bond issued hereunder shall be signed by the City Treasurer and countersigned by the

Chair of the City Council and the City Manager, sealed with the seal of the City, and attested by its Clerk.

Section 14. That any suit questioning the validity of this Ordinance shall be barred unless commenced within forty-five (45) days following publication of the Ordinance in accordance with Section 805 of the City Charter.



**CITY OF BATH
POLICE DEPARTMENT**

MICHAEL W. FIELD
CHIEF of POLICE


F10

250 Water Street

Bath, Maine 04530

(207) 443-5563

Memorandum

To: Members of the City Council
From: Michael Field, Chief of Police 
Ref: Parking Ordinance – Bus Zone, Morse High School
Date: June 27th, 2017

The Transportation Committee has discussed an issue with school bus parking in front of Morse High School. We currently have a bus zone from 1:30pm to 2:30 pm. This is to reduce congestion in front of the High School during the afternoon exodus. This current ordinance is not working and has become a public safety issue.

TSO Hook and SRO Reece met with the Bath Bus Service at the site to discuss a better option. Their option is to have Bus Zone parking only in the described/attached ordinance during the entire school day. This will prohibit any vehicles from parking in the area.

The Transportation Committee received this suggestion at the June meeting and supported this new ordinance. It should be noted that there will still be parking, both normal and handicap, available in front of the High School and Vocational buildings.

If you have any questions, please contact me.

Google Maps 826 High St

