

Mayor William P. Doyle  
Councilor Marshall Archer  
Councilor Jim Purdy  
Councilor Joseph Gunn



Councilor Michael Burman  
Councilor Phil Hatch  
Councilor Jodi L. MacPhail  
Councilor Nathan D. Johnston

**SACO CITY COUNCIL MEETING  
MONDAY, OCTOBER 16, 2023 – 6:30PM  
CITY HALL AUDITORIUM**

- I. CALL TO ORDER**
- II. RECOGNITION OF MEMBERS PRESENT**
- III. PLEDGE OF ALLEGIANCE**
- IV. GENERAL**

Recognition of Emergency Communication Specialist Shannon Coffey and Saco Police Officer Chantel Allen-Senator Donna Bailey will attend to present legislative sentiment.
- V. COMMITTEE CORRESPONDENCE TO COUNCIL**
- VI. PUBLIC COMMENT**
- VII. APPROVAL OF MINUTES:** September 25, 2023, September 26, 2023, and October 2, 2023
- VIII. CONSENT ITEMS**
- IX. ACTION ITEMS**
  - A. (First Reading) Saco River and Camp Ellis Beach, Saco, Maine, Section 111, Shore Damage Mitigation Project, Draft Project Partnership Agreement (PPA) **Pg. 3**
  - B. (Second/Final Reading) Budget Amendment #2 – Transportation Center Custodial and Security Contracted Services **Pg. 16**
  - C. (Second/Final Reading) City Code: Chapter 102-Fire Prevention Revisions **Pg. 18**
  - D. (Second/Final Reading) Amendments to Chapter 15 Unassigned Fund Balance Policy Updates **Pg. 38**
  - E. (Public Hearing) Chapter 230 Article 12 Stormwater and Erosion Control Proposed Ordinance **Pg. 40**
  - F. (Public Hearing) Commercial Property Assessed Clean Energy (C-PACE Ordinance) **Pg. 51**
  - G. (One Reading) Ecology School Business Partnership Initiative (BPI) for Left Turn Lane **Pg. 58**
  - H. (One Reading) Amend the Fiscal Year 2024 Property Tax Interest Date **Pg. 130**
- X. NEW BUSINESS**
  - A. The City of Saco Assessing office will provide an informational presentation on residential property updates for 2023.
- XI. ADMINISTRATIVE UPDATE**
- XII. COUNCIL DISCUSSION AND COMMENT**
- XIII. EXECUTIVE SESSION**

*Be it ordered that the City Council enter into executive session, pursuant to [M.R.S.A. Title 1, Chapter 13, Subchapter 1, §405 (6)]:*

  - (C) Economic Development*
  - (C) Real Estate*

Mayor William P. Doyle  
Councilor Marshall Archer  
Councilor Jim Purdy  
Councilor Joseph Gunn



Councilor Michael Burman  
Councilor Phil Hatch  
Councilor Jodi L. MacPhail  
Councilor Nathan D. Johnston

---

**XIV. REPORT FROM EXECUTIVE SESSION**

Language for this will be provided during Executive Session

**XV. ADJOURNMENT**

### MEETING ITEM COMMENTARY

- AGENDA ITEM:** (First Reading) Saco River and Camp Ellis Beach Section 111 Shore Damage Mitigation Project
- COUNCIL RESOURCE:** Councilor Michael Burman, Ward 4
- STAFF RESOURCES:** Patrick Fox, Public Works Director
- BACKGROUND:** The jetties at the mouth of the Saco River were constructed between 1828 and 1968 as part of a Federal Navigation Project. This project resulted in severe coastal erosion north of the jetty. The United States Army Corps of Engineers (USACE) has been evaluating shoreline erosion mitigation measures since the early 2000's for Saco Bay and the Camp Ellis shoreline under Section 111 project authorization. For a Section 111 project to move into design and construction, a Non-Federal Sponsor is required to enter into a Project Partnership Agreement (PPA) with the Army Corps. The City has received a draft PPA that will need to be executed prior to any design or construction of the USACE selected erosion mitigation work commencing on this project.
- EXHIBITS:** 1. Section 111 Project Partnership Agreement (draft 8.15.23)
- RECOMMENDATION:** City Staff can provide Council the risk evaluation with the level of future liabilities associated with entering into the Project Partnership Agreement. City Staff recommend that the City Council review this information, provide feedback and schedule the public hearing.
- SUGGESTED MOTION:** “Be it ordered that the City Council approve the first reading and set a public hearing date for Monday, November 6, 2023, for the execution of a Section 111 Project Partnership Agreement.
- “I move to approve the order.”



**DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY  
CIVIL WORKS  
108 ARMY PENTAGON  
WASHINGTON DC 20310-0108\**

SACW

15 September 2023

**MEMORANDUM FOR COMMANDING GENERAL, U.S. ARMY CORPS OF ENGINEERS**

**SUBJECT: Saco River and Camp Ellis Beach, Saco, Maine, Section 111, Shore Damage Mitigation Project, Draft Project Partnership Agreement (PPA)**

1. Reference HQ, USACE, CECW-P memorandum (Saco River and Camp Ellis Beach, Saco, Maine, Section 111 Mitigation Project - Draft Project Partnership Agreement (PPA)), 28 August 2023.
2. I hereby approve the Saco River and Camp Ellis Beach, Saco, Maine, Section 111 Mitigation Project draft PPA and delegate approval authority to the North Atlantic Division Commander, U.S. Army Corps of Engineers, provided there are no substantive deviations. Finally, signature authority may be delegated to the New England District Commander once the PPA is approved.
3. My point of contact for this action is Andrea Walker at 703-915-8991.

A handwritten signature in black ink, appearing to read "Michael L. Connor".

**MICHAEL L. CONNOR  
Assistant Secretary of the Army  
(Civil Works)**

CF:  
DCG-CEO, USACE  
DCW, USACE  
CECW-PC, USACE  
CECW-NAD, USACE



**DRAFT AS OF AUGUST 15, 2023**  
PROJECT PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE CITY OF SACO, MAINE  
FOR  
SACO RIVER AND CAMP ELLIS BEACH  
SECTION 111 SHORE DAMAGE MITIGATION PROJECT

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the “Government”), represented by the **[TITLE OF THE GOVERNMENT REPRESENTATIVE SIGNING THE AGREEMENT, e.g., District Commander for New England District]** and the City of Saco, Maine (hereinafter the “Non-Federal Sponsor”), represented by its **[TITLE]**.

WITNESSETH, THAT:

WHEREAS, Section 111 of the Flood Control Act of 1968, as amended (33 U.S.C. 426i) (hereinafter “Section 111”), authorizes the Secretary to investigate, study, plan, and implement structural and nonstructural measures for the prevention or mitigation of shore damages attributable to Federal navigation works;

WHEREAS, pursuant to the authority provided in Section 111, design and construction, including periodic nourishment, of the Saco River and Camp Ellis Beach Section 111 Shore Damage Mitigation Project to mitigate damage caused by a Federal navigation project (hereinafter the “Project”, as defined in Article I.A. of this Agreement) was approved by Division Commander for the North Atlantic Division (hereinafter the “Division Commander”) on August 15, 2023;

WHEREAS, the Section 8342 of the Water Resources Development Act of 2022, authorized the Government to undertake design and construction, including periodic nourishment, of the Project at Federal expense and increased the Federal Participation Limit on the Project to \$45,000,000;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor’s full expense, additional work while the Government is carrying out the Project; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I - DEFINITIONS

A. The term “Project” means the construction of a stone spur jetty approximately 750 feet long with reinforcement of adjacent section of the main north jetty, and placement of approximately 91,700 cubic yards of sand beach fill of over approximately 3,250 feet of beach northward from the main jetty, as generally described in the Section 111 Shore Damage Mitigation Project Decision Document & Environmental Assessment Including Finding of No Significant Impact and Section 404(b)(1) Evaluation: Saco River and Camp Ellis Beach, Saco, Maine, dated April 2019 with a 2022 addendum to the Decision Document dated December 2022 and approved by the Division Commander on December 23, 2022 and a 2023 update to the addended Decision Document dated August 2023 and approved by the Division Commander on August 15, 2023.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “periodic nourishment” means the placement of suitable sand beach fill after the initial construction of the Project at appropriate intervals during the 50-year period of Federal participation that begins on the date of initiation of construction of the Project and as limited by the Federal Participation Limit, as generally described in the Decision Document.

D. The term “Federal first costs” means all costs incurred by the Government, in accordance with the terms of this Agreement that are directly related to design and initial construction of the Project. The term includes the Government’s pre- and post-Agreement engineering and design costs; the Government’s initial construction costs; the Government’s supervision and administration costs; the Government’s costs for providing real property interests, relocations, placement area improvements, and HTRW investigations; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for the feasibility phase; operation, maintenance, repair, rehabilitation, or replacement, which includes monitoring and adaptive management, if required; periodic nourishment; HTRW cleanup and response; dispute resolution; participation by the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; Non-Federal Sponsor’s audits; additional work; betterments; or the Non-Federal Sponsor’s cost to negotiate this Agreement.

E. The term “periodic nourishment costs” means all costs incurred by the Government, in accordance with the terms of this Agreement that are directly related to periodic nourishment of the Project. The term includes the Government’s engineering, design, and construction costs; the Government’s supervision and administration costs; the Government’s costs for providing any additional real property interests, relocations, placement area improvements, and HTRW investigations; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair,

rehabilitation, or replacement; HTRW cleanup and response; dispute resolution; participation by the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; Non-Federal Sponsor's audits; additional work; and betterments.

F. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

F. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

G. The term "placement area improvements" means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and dewatering pumps and pipes.

H. The term "functional portion thereof" means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for New England District (hereinafter the "District Commander"), although the remainder of the Project is not yet complete.

I. The term "betterment" means a difference in design or construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

J. The term "additional work" means items of work related to, but not a part of, the Project that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

K. The term "Federal Participation Limit" means the \$45,000,000 statutory limitation in the Federal first cost and periodic nourishment costs for design and construction of the Project.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government, as limited by the Federal Participation Limit, shall undertake design and construction, including periodic nourishment, of the Project, including providing the required real property interests, relocations, and placement area improvements, at full Federal expense, except that any real property interests owned by the Non-Federal Sponsor shall be provided at no cost to the Government. As of the effective date of this Agreement, the Federal first costs are projected to

be \$31,208,000. Also, it is currently projected that the cost for three cycles of periodic nourishment could potentially be funded within the Federal Participation Limit. Any real property interests acquired by the Government for the Project shall be acquired in the Non-Federal Sponsor's name except, if acquired by eminent domain, the Government shall convey all of its right, title, and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds and ensure that such real property interests are retained in public ownership for uses compatible with the authorized purposes of the Project. In addition, the Government will perform any HTRW investigations that may be required prior to its acquisition of the real property interests required for the Project. The Government's provision of real property interests, relocations, placement area improvements, or HTRW investigations does not alter the Non-Federal Sponsor's responsibility under Article III for the performance and costs of any HTRW cleanup and response related thereto, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination.

B. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

C. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in Federal first costs. If historic properties are discovered during construction and the effect(s) of such construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

D. When the District Commander determines that initial construction of the Project, or a functional portion thereof, is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination, and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. Such activities will generally consist of regular inspections, maintenance and repair of the stone jetty including the reinforcement of adjacent sections of the

main north jetty, and monitoring of the beach and management consistent with the requirements for protecting listed shorebird species determined by the Non-Federal Sponsor in consultation with the U.S. Fish and Wildlife Service with the average annual costs for operation, maintenance, repair, replacement, and rehabilitation of the Project projected to be \$87,000. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the “OMRR&R Manual”) and copies of all as-built drawings for the completed work, as applicable. The Government’s undertaking of a cycle of periodic nourishment has no effect on the Non-Federal Sponsor’s continuing responsibility for operation, maintenance, repair, rehabilitation, and replacement of the Project. If a cycle of periodic nourishment changes those responsibilities, the Non-Federal Sponsor, at no cost to the Government, shall commence any additional responsibilities upon notification from the Government.

1. The Non-Federal Sponsor, as applicable, shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner consistent with the Project’s authorized purpose and in accordance with applicable Federal laws and regulations, and the Government’s specific directions in the OMRR&R Manual. The Government and Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

E. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the outputs produced, hinder operation and maintenance, or interfere with the proper function of the Project.

F. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In addition to the ongoing, regular discussions between the parties regarding Project delivery, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Non-Federal Sponsor shall pay the costs it

incurs for participation in the Project Coordination Team without reimbursement by the Government.

H. If, after completing the design portion of the Project, the parties mutually agree in writing not to proceed with construction of the Project, the parties shall conclude their activities relating to the Project.

I. The Non-Federal Sponsor may request in writing that the Government perform additional work or betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs in advance of the Government performing such work.

1. As of the effective date of this Agreement, the costs for additional work and betterments are projected to be \$0 and \$0, respectively. Such costs are not included as part of the Federal first costs of the Project.

2. No later than 60 calendar days of receiving written notice from the Government of the costs of the additional work or betterments, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

3. In addition, the Non-Federal Sponsor is responsible for providing, at no cost to the Government, any additional real property interests, relocations, and placement area improvements, including any related HTRW investigations, determined by the Government to be required for construction, operation, and maintenance of such work.

4. Upon completion of the additional work and betterments, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, New England (E6)" through either payment method specified in Article II.J.2. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount that was required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

J. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42

U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

K. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

### ARTICLE III - HTRW

A. In the event it is discovered that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Government shall not proceed with the acquisition of such real property interests until the parties agree that the Government should proceed. If HTRW is discovered after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

B. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without reimbursement by the Government.

C. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

D. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

#### ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction, including periodic nourishment, of the Project, as limited by the Federal Participation Limit, are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction. Construction of the Project will be resumed if additional funds are made available.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article III.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement



of the Project, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE VII - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement by the Government.

#### ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

**[TITLE (NOT the name of the individual)]**  
City of Saco, Maine  
**[ADDRESS]**

If to the Government:

District Commander  
U.S. Army Corps of Engineers, New England District  
696 Virginia Road  
Concord, Massachusetts 01742

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the **[INSERT TITLE OF THE GOVERNMENT REPRESENTATIVE SIGNING THE AGREEMENT]**.

DEPARTMENT OF THE ARMY

CITY OF SACO, MAINE

BY: \_\_\_\_\_  
**[TYPED NAME]**  
**[FULL TITLE]**

BY: \_\_\_\_\_  
**[TYPED NAME]**  
**[FULL TITLE]**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## MEETING ITEM COMMENTARY

- AGENDA ITEM:** (Second/Final Reading) Budget Amendment #2 –  
Transportation Center Custodial and Security Contracted  
Services
- COUNCIL  
RESOURCE:** Councilor Nathan D. Johnston, Ward 7
- STAFF RESOURCE:** Patrick Fox, Public Works Director
- BACKGROUND:** The most open, public use facility the City owns is the  
Transportation Center. Serving as the public transportation  
hub for rail and bus service for Biddeford and Saco, the  
facility has seen increased foot traffic and activity over the  
years. Currently, City staff clean and respond to calls for  
service at the facility. Due to its accessibility and level of  
activity, and based on calls for service increases, City staff  
proposes supplementing current cleaning and security  
capabilities with contracted services. This will enhance the  
cleanliness and public safety at the facility for all visitors,  
employees, and transit users.
- EXHIBITS:** 1. Budget Amendment
- RECOMMENDATION:** City staff recommends approval
- SUGGESTED  
MOTION:** *“Be it Ordered that City Council approves the second and final  
reading of Budget Amendment #2 – Transportation Center Custodial  
and Security Contracted Services.”*
- “I move to approve the order”.*

**City of Saco**  
**FY 2024 Budget Amendment Request Form**  
**Revenue & Appropriation**  
**Amendment # 2 - Train Station Security**

Public Works  
Department

Summary					
Change in Expense	\$67,000	Change in Revenue	\$67,000	Balance	\$0

Org - Object - Project	Type	Account Name	Current Budget	Actual YTD	Adjustment Requested	Ammended Budget
10482 - 500477 - 00000	Expense	TRAIN STATION EXPENSES	\$43,770.00	\$3,357.19	\$67,000	\$110,770
10280 - 300752 - 00000	Revenue	RENTAL INCOME	\$36,024.01	\$7,085.18	\$9,000	\$45,024
10350 - 300800 - 00000	Revenue	USE OF FUND BALANCE	\$334,359.00	\$0.00	\$58,000	\$392,359

**Notes:** This amendment represents a pro-rated portion of the cost of the train station security. Future tax years will have a \$91,000 total increase to train station expenses that comes out of the tax appropriation.

**Budget Director Certifies that funds are available:**

Signature	<i>Glenys Salas</i>		
Print Name, Title:	Glenys Salas, Director, Finance	Date:	9/19/2023

Approved by Council:

Date:

## MEETING ITEM COMMENTARY

- AGENDA ITEM:** (Second/Final Read) City Code: Chapter 102 - Fire Prevention Revisions
- COUNCIL RESOURCE:** Councilor Nathan D. Johnston, Ward 7
- STAFF RESOURCES:** David Pendleton, Deputy Fire Chief  
Shannon Chisholm, Assistant City Planner
- BACKGROUND:** The Fire Department respectfully requests the City Council consider proposed changes to the City Code for Chapter 102 - Fire Prevention. Chapter 102 has not been formally reviewed for ten years or more and does not capture current operational methods. The goals of updating Chapter 102 are to ensure accurate reference to appropriate editions of codes and standards; add or refine several definitions; adjust the description of fire hydrants to align with requirements of the Maine Water Company; and add reference to and expand upon, the residential fire sprinkler requirements incorporated into the Subdivision Ordinance. The proposed revisions to Chapter 102 will help to maintain adequate fire and life safety measures for Saco residents as LD 2003 (An Act to Implement the Recommendations of the Commission to Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions) is implemented.
- EXHIBITS:**
1. Requested Changes to Life Safety Codes
  2. Redlined Version of Requested Changes to Life Safety Codes
- RECOMMENDATION:** In an effort to allow further review and prepare responses to suggested revisions received at the public hearing held on October 2, 2023, Saco Fire Chief John Duross and Saco City Administrator John Bohenko jointly recommend final reading of this matter be tabled until the next City Council meeting scheduled for October 23, 2023.
- SUGGESTED MOTION:** *“I move to table the final reading of City Code: Chapter 102 - Fire Prevention Revisions until October 23, 2023.”*

**Fire Department**  
Saco City Hall  
300 Main Street  
Saco, Maine 04072-1538  
Phone: (207) 282-3244



**Chief John Duross**  
**Deputy Chief Robert Martin II**  
**Deputy Chief David Pendleton**  
**Deputy Chief David Hamel**

## **REQUESTED CHANGES TO CITY CODE: CHAPTER 102 - FIRE PREVENTION**

### **INTRODUCTION**

The Fire Department respectfully requests the City Council consider proposed changes to the City Code for Chapter 102, *Fire Prevention*. Chapter 102 has not been formally reviewed for ten years or more and does not capture current operational methods. The goals of updating Chapter 102 are to ensure accurate reference to appropriate editions of codes and standards; add or refine several definitions; add reference to and expand upon, the residential fire sprinkler requirements incorporated into the Subdivision Ordinance; and adjust the description of fire hydrants to align with requirements of the Maine Water Company. The following are summaries of material for consideration of change from each of the five (5) Articles of Chapter 102, Fire Prevention.

### **CHAPTER 102: ARTICLE 1 - FIRE CODE**

Currently, Section 102-2 references the 1993 edition of the Building Officials and Code Administrators (BOCA) National Fire Prevention Code. This code is no longer in use. Section 102-2 needs to be updated to reference the ~~2018 edition of the~~ National Fire Protection Association Fire Code, NFPA 1, ~~such edition as currently adopted by the Office of the State Fire Marshal.~~

The ~~2018 edition of the~~ National Fire Protection Association Fire Code, NFPA 1, provides insight on topics that were not necessarily included in the 1993 edition of ~~BOCA~~, such as:

- Photovoltaic Systems (AKA. Solar Panels),
- Marijuana Growing and Processing Operations,
- Hazardous Materials,
- Electric Vehicles (EV), EV Charging Stations, and Other Battery Charging Systems,
- Smoke & Carbon Monoxide Detection Systems,
- And Residential Fire Sprinkler Systems.

The expansion of the installation of residential fire sprinkler systems in one- and two-family dwellings has been added

### **CHAPTER 102: ARTICLE 2 – LIFE SAFETY CODE**

~~Currently~~, Section 102-9 references the NFPA 101 Life Safety Code. ~~Section 102-9~~ and needs to be updated to ~~specifically reference the 2018 edition of the National Fire Protection Association Life Safety Code (NFPA 101). The City Solicitor also recommended Article 2 specifically reference the 2018 edition of NFPA for enhanced legal legitimacy and continuity between Article 1 and Article 2 of Chapter 102.~~

Reference the edition which is currently adopted by the Office of the State Fire Marshal and adjustments are needed in the numbering of sub-sections.

### **CHAPTER 102: ARTICLE 3 – FIRE LANES**

Section 102-14 needs to be updated to identify a Fire Department Access Road as being equivalent

to a fire lane. Supervisory Official must also be added as a new definition and inserted in to the appropriate locations with the text of Article 3.

#### **CHAPTER 102: ARTICLE 4 – MUTUAL FIRE AID PACTS**

Sections 102-21, Section 102-22, and Section 102-23 should be updated to include “duly authorized representative” as an agent for the Fire Chief. Please refer to redline document for more details. Section 102-22.B should be updated to include Incident Commander as the fire department person in charge.

#### **CHAPTER 102: ARTICLE 5 – FIRE HYDRANTS**

Currently, Section 102-25 contains language specific to fire hydrant details. This language should be removed and replaced with the Maine Water criteria.

Section 102-27 should be updated to reference the National Fire Protection Association Inspection, Testing and Maintenance of Water-Based Fire Protection Systems (NFPA 25). Statements related to private fire hydrant inspection reporting should be changed from biannual to annual and report due date guidance should be added.



# Chapter 102: Article 1 - Fire Code

City of Saco, ME / The Code / Part II, General Legislation / Fire Prevention

Article I **Fire Code**

§ 102-1 **Title.**

§ 102-2 **Adoption of standards by reference.**

§ 102-3 **Additions, insertions, and changes.**

§ 102-4 **Automatic sprinkler systems.**

§ 102-5 **Supervisory official.**

§ 102-6 **Appeals.**

§ 102-7 **Violations and penalties.**

§ 102-1 **Title.**

This article shall be known and may be cited as the "Fire Code."

§ 102-2 **Adoption of standards by reference.**

Reference is herewith made to ~~the 1993 BOCA National Fire Prevention Code, Ninth Edition, as published by the Building Officials and Code Administrators (BOCA) International, and NFPA 1, Fire Code, published by the National Fire Protection Association (NFPA), such edition as currently adopted by the Office of the State Fire Marshal. Said~~ code is hereby adopted and made a part hereof as if fully set out in this article, with the additions, insertions, deletions, and changes as found herein.

§ 102-3 **Additions, insertions, and changes.**

**A. RESERVED**

~~A. In Section F-101.1 (page 1, second line), insert "City of Saco."~~

~~B. Section F-113.0 (page 5, entire section). Delete the entire section and replace with: "F-113.0 Means of Appeal: Any person who wishes to make an appeal shall follow the procedure outlined in Chapter **102**, Article **I**, of the Code of the City of Saco."~~

§ 102-4 **Automatic sprinkler systems.**

A. All new one- and two-family dwellings constructed hereafter shall have installed as part of the structure, a working automatic fire sprinkler system in accordance with this Chapter, and which automatic fire sprinkler system shall be approved by the Office of the State Fire Marshal.

~~A. B~~ Approved automatic sprinkler systems shall also be installed in all new buildings in which construction<sup>22</sup> exceeds

any of the following criteria:

- (1) Three stories in height.
- (2) Forty feet in height.
- (3) ~~Two~~ One hundred thousand cubic feet in volume.
- (4) ~~Five dwelling units but only when the structure housing such dwelling units exceeds two stories in height.~~

~~B. C.~~ All such sprinkler systems shall be equipped with approved supervisory equipment which will transmit ~~an a~~ local evacuation signal and transmit an alarm signal to an approved receiver, except that one- and two- family dwellings need not transmit an alarm signal to an approved receiver.

~~C. D.~~ This section shall apply only to applications for building permits after the effective date of this section for the construction of new buildings or to make substantial renovations in existing buildings where the remodeled building will ~~exceed~~ meet any of the criteria set forth in Subsection ~~A B.~~ In the case of existing buildings being substantially remodeled, the Fire Chief or ~~the Deputy Chief in charge of fire prevention~~ their designee may grant a waiver from compliance with the requirements of this section where it is determined that the permittee will suffer economic hardship and the cost of the system will be disproportionate to the cost of the renovations and/or the fire danger involved.

~~D. E.~~ In all cases where sprinkler systems are installed, whether or not required by this section, no such system shall be modified, extended or altered without notification to the Saco Fire Department.

~~E. F.~~ Once an automatic fire sprinkler system has been installed and is operational, no one shall remove it or cause the water supply to be disconnected or interrupted without first notifying the Fire Department, ~~nor shall any such system be tested without the knowledge of the Fire Department.~~

~~F. G.~~ Approval of sprinkler systems and supervisory equipment shall be made ~~by the Chief of the Fire Department or the Deputy Chief in charge of fire protection in accordance with standards of quality and efficiency generally accepted in the industry~~ to the Office of the State Fire Marshal.

~~G. This section replaces and supersedes the provisions in the BOCA Code that may be inconsistent herewith.~~

#### § 102-5 **Supervisory official.**

The Fire Chief is herewith designated as the city official to supervise and enforce this article.

#### § 102-6 **Appeals.**

A. Any person aggrieved by the decision of the Fire Chief may take appeal to the Mayor and City Council.

B. Any appeal may be taken within 30 days from the date of the decision appealed by filing with the Mayor and City

Council a notice of appeal specifying the grounds thereof, except that in the case of a building or structure which, in the opinion of the Fire Chief, is unsafe or dangerous, the Fire Chief may, in ~~his/her~~ their order, limit the time for such appeal to a shorter period. The Fire Chief shall forthwith transmit to the Mayor and City Council all the ~~papers~~ details upon which the action appealed from was taken.

§ 102-7 **Violations and penalties.**

The following provisions shall apply to violations of the laws and ordinances set forth in this article, and all monetary penalties shall be civil penalties:

A. The minimum penalty for starting construction or undertaking a land use activity without a required permit shall be \$100 and the maximum penalty shall be \$2,500.

B. The minimum penalty for a specific violation shall be \$100 and the maximum penalty shall be \$2,500.

C. The violator may be ordered to correct or abate the violations. Where the court finds that the violation was willful, the violator shall be ordered to correct or abate the violation, unless the abatement or correction will:

(1) Result in a threat or hazard to public health or safety;

(2) Result in substantial environmental damage; or

(3) Result in substantial injustice.

D. If the City of Saco is the prevailing party, it shall be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust. If the defendant is the prevailing party, the defendant may be awarded reasonable attorney fees, expert witness fees and costs, as provided by court rule.

E. The maximum penalty may exceed \$2,500, but shall not exceed \$25,000, when it can be shown that there has been a previous conviction of the same party, within the past two years, of the same law or ordinance.

F. All proceedings arising under the provisions of locally administered laws and ordinances shall be brought in the name of the City of Saco, and fines shall be paid to the City of Saco.

Red-lined Version of  
Chapter 102:  
Article 2 - Life Safety Code

City of Saco, ME / The Code / Part II, General Legislation / Fire Prevention

Article II Life Safety Code

§ 102-8 **Title.**

§ 102-9 **Adoption of standards by reference.**

§ 102-10 Additions, Insertions, and Changes ~~Supervisory official.~~

§ 102-~~101~~ **Supervisory official.**

§ 102-~~142~~ **Appeals.**

§ 102-~~123~~ **Violations and penalties.**

§ 102-8 **Title.**

This article shall be known and may be cited as the ~~"NFPA~~ Life Safety Code, ~~1991 Edition."~~

§ 102-9 **Adoption of standards by reference.**

Reference is herewith made to ~~the most current edition of the~~ NFPA 101, *Life Safety Code*, as published by the National Fire Protection Association (NFPA), such edition as currently adopted by the Office of the State Fire Marshal. Said ~~which~~ code is hereby adopted and made a part hereof as if fully set out in this article, with the additions, insertions, deletions, and changes as found herein.

§ 102-10 Additions, Insertions, and Changes.

A. Reserved

§ 102-~~101~~ **Supervisory official.**

The Fire Chief or their designee is herewith designated as the city official to supervise and enforce this article.

§ 102-~~142~~ **Appeals.**

A. Any person aggrieved by the decision of the Fire Chief with regard to the enforcement of this code may take appeal to the Mayor and City Council.

B. An appeal may be taken within 30 days from the date of the decision appealed by filing with the Mayor and City Council a notice of appeal specifying the grounds thereof, except that in the case of a building or structure which, in the opinion of the Fire Chief, is unsafe or dangerous, the Fire Chief may in his/her order limit the time for such appeal to a shorter period. The Fire Chief shall forthwith transmit to the Mayor and City Council all the papers upon which the action appealed from was taken.

§ 102-~~123~~ **Violations and penalties.**

The following provisions shall apply to violations of the laws and ordinances set forth in this article, and all monetary penalties shall be civil penalties:

A. The minimum penalty for starting construction or undertaking a land use activity without a required permit shall be \$100 and the maximum penalty shall be \$2,500.

B. The minimum penalty for a specific violation shall be \$100 and the maximum penalty shall be \$2,500.

C. The violator may be ordered to correct or abate the violations. Where the court finds that the violation was willful, the violator shall be ordered to correct or abate the violation, unless the abatement or correction will:

- (1) Result in a threat or hazard to public health or safety;
- (2) Result in substantial environmental damage; or
- (3) Result in substantial injustice.

D. If the City of Saco is the prevailing party, it shall be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust. If the defendant is the prevailing party, the defendant may be awarded reasonable attorney fees, expert witness fees and costs, as provided by court rule.

E. The maximum penalty may exceed \$2,500, but shall not exceed \$25,000, when it can be shown that there has been a previous conviction of the same party, within the past two years, of the same law or ordinance.

F. All proceedings arising under the provisions of locally administered laws and ordinances shall be brought in the name of the City of Saco, and those fines shall be paid to the municipality

# Red-lined Version of Chapter 102: Article 3 - Fire Lanes



City of Saco, ME / The Code / Part II, General Legislation / Fire Prevention

Article III Fire Lanes

§ 102-1~~34~~ Purpose.

§ 102-1~~45~~ Definitions.

§ 102-1~~56~~ Applicability.

§ 102-1~~67~~ Establishment; appeals.

§ 102-1~~78~~ Maintenance and identification.

§ 102-1~~89~~ Time limit for compliance.

§ 102-~~1920~~ Parking prohibited; violations and penalties.

§ 102-1~~34~~ Purpose.

Fire lanes are established for the purpose of promoting ~~the~~ public health, safety and welfare by recognizing that there exist and will in the future exist buildings and other areas in the city within which and to which the public will be invited, served or housed. These buildings or other areas must be provided prompt, adequate emergency services, including access by fire fighters and fire-fighting equipment and other emergency personnel and equipment, ~~in order~~ to protect the health, safety and welfare of the public and effect the saving of life and property in emergency situations.

§ 102-1~~45~~ Definitions.

As used in this article, the following terms shall have the meanings indicated:

**FIRE LANE**

A designated, unobstructed passageway, at least 20 feet in width, with an ~~outside~~ inside turning radius of ~~60~~ at least 20 feet and constructed and maintained in a manner to permit free passage of fire apparatus and other emergency equipment and personnel from a public way to all necessary areas, regardless of the season of year or weather conditions, around buildings, in areas or in developments or subdivisions as may be required elsewhere in this article. Fire Department Access Road shall be synonymous with Fire Lane.

**PARKING AREA**

Lots, areas, or other accommodations for the parking of motor vehicles off the street, alley, or other way, which said lots, areas or other accommodations are available for use by the public either with or without charge.

**SUPERVISORY OFFICIAL**

The Fire Chief, their duly authorized representative, or the Code Enforcement Official

§ 102-1~~56~~ **Applicability.**

The provisions of this article shall, ~~in order to accomplish the stated purpose,~~ be applicable to all proposed and existing developments, subdivisions, buildings and other premises which are included with the following:

- A.**  
Subdivisions, both residential and nonresidential.
- B.**  
Any non-residential development not requiring subdivision approval or site plan review.
- C.**  
Any proposed construction requiring site plan review.
- D.**  
All schools, whether public or private.
- E.**  
Hospitals.
- F.**  
Convalescent homes, rest homes and/or nursing homes.
- G.**  
In addition to the foregoing, all other places of public assembly used for the gathering ~~together~~ of 50 or more persons.

§ 102-1~~67~~ **Establishment; appeals.**

**A.**  
Each application for residential or nonresidential subdivision approval and each application for site plan review submitted to the Planning Board shall be reviewed by the ~~Chief of the Saco Fire Department and/or the Fire Marshal of the fire district within which the development or building is located. The Fire Chief and/or Fire Marshal Supervisory Official shall review each application~~ to determine the locations of such fire lanes as are necessary under this section and report ~~his/her~~ their findings, recommendations, and suggested designations of fire lanes to the Planning Board, in writing. All findings, recommendations and suggested designations of fire lanes shall be made a part of the record of proceedings before the Planning Board on each subdivision or site plan review application. The decision of the Planning Board shall govern the requirements and designation of all fire lanes.

**B.**  
In any application for a building permit, ~~or an~~ occupancy permit, or change of use permit not requiring subdivision or site plan review and approval but otherwise included within § 102-156 above, the ~~Building Inspector~~ Code Enforcement Official shall notify the Fire Chief or their duly authorized representative of the application for the permit, ~~and the Fire Chief or Fire Marshal who~~ shall designate directly to the owner, owners or agent of the premises for which permit application is made the location of required fire lanes.

**C.**  
Within existing developments and premises to which this article is applicable, the ~~Fire Chief~~ Supervisory Official shall designate fire lanes by written order and shall notify, in writing, both the Saco Planning Board and the owner, owners or agents of such development or premises, by certified mail of such designation and of any specific requirements for compliance with this article and shall publish notice of such establishment of such fire lanes once in a newspaper having general circulation within the City of Saco. The ~~Fire Chief~~ Supervisory Official shall file one copy of any order of designation of any such fire lanes with the City Clerk. Any person aggrieved by such order may file with the City Clerk, within 15 days after the date of the receipt of such order, written notice of appeal, setting forth therein reasons for aggrievement. A public hearing shall be held by the Saco Planning Board, after which the Board must affirm, modify, or rescind the order ~~of the Fire Chief~~ within 30 days of the public hearing. The Board shall notify the ~~Fire Chief~~ Supervisory Official, as may be applicable, by written communication of any ~~and all~~ action taken relative to the

establishment of a fire lane.

§ 102-1 ~~78~~ **Maintenance and identification.**

Fire lanes established under this article shall be kept free of ice and snow and rubbish containers or other obstructions. The owner, owners, agent or occupant of any premises to which this article is applicable shall cause to be erected, installed and maintained, at ~~his or her~~ their own expense, permanent, adequate signs, bearing the words "Fire Lane — No Parking — Vehicles Will Be Towed At Owner's Expense," in or adjacent to the fire lane. Such owner, owners, agent, or occupant shall cause such other and further notices or signage as are reasonably required by the ~~Fire Chief Supervisory Official~~ to warn persons to keep the fire lanes unobstructed. Failure to maintain a fire lane in accordance with this section shall render the owner, owners, agent or occupant of the development liable to a fine in accordance with the general penalty provision of this Code,<sup>[1]</sup> with each continuing day of such violation constituting a separate offense.

[1]

*Editor's Note: See Ch. 1, General Provisions, Art. II.*

§ 102-1 ~~89~~ **Time limit for compliance.**

The notice of establishment of fire lanes shall prescribe a reasonable time for compliance. If compliance is not obtained within the stated time, then the owner, owners or agent shall be subject to a fine in accordance with the general penalty provision of this Code. Each day following such specified time for compliance shall constitute a new and separate violation.

§ 102-~~4920~~ **Parking prohibited; violations and penalties.**

**A.**

No person shall park or permit to stand a motor vehicle in any fire lane established in accordance with this article, except when ~~actually~~ picking up or discharging passengers or actively engaged in loading or unloading a motor vehicle.

**B.**

Whenever any vehicle shall be found parked in violation of the regulations established above, any police officer may attach to the vehicle a notice, to the owner or operator thereof, that the vehicle has been parked in violation of the regulations. The registered owner or operator shall pay to the City a fine to be established after a public hearing. The registered owner of the motor vehicle shall be presumed to be the operator of the vehicle. Any motor vehicle found parked or standing in a fire lane that has been established in accordance with this article, in addition to the foregoing, may be towed, upon the direction of a police officer, to any public or private parking facility, and all expense of towing and any subsequent storage shall be borne by the registered owner or operator of the vehicle.<sup>[1]</sup>

[Amended 5-3-2004]

[1]

*Editor's Note: See also Ch. 200, Towers and Wreckers.*

Red-lined Version of  
Chapter 102:  
Article 4 - Mutual Fire Aid Pacts

City of Saco, ME / The Code / Part II, General Legislation / Fire Prevention

Article IV **Mutual Fire Aid Pacts**

§ 102-201 **Purpose.**

§ 102-242 **Authority of Fire Chief.**

§ 102-223 **Requests for aid.**

§ 102-234 **Withdrawal from agreements.**

§ 102-2 01 **Purpose.**

The purpose of this article is to authorize the Saco Fire Department to aid in extinguishing fires and providing emergency ambulance service in municipalities which, under 30 M.R.S.A. § 3777<sup>III</sup> and through properly adopted ordinances or agreements, are authorized to aid in extinguishing fires and providing emergency ambulance service in the City of Saco.

[1]

*Editor's Note: See now 30-A M.R.S.A. § 3156.*

§ 102-242 **Authority of Fire Chief.**

The Saco Fire Chief or their duly authorized representative is authorized to enter into an agreement to use the equipment and personnel of the Saco Fire Department to aid in extinguishing fires and ~~to providing~~ emergency ambulance service in another municipality if that municipality's Fire Department or volunteer fire company has been authorized to provide the same services in the City of Saco under the same types of terms and conditions contained in this article.

§ 102-223 **Requests for aid.**

When another municipality requests aid, the Saco Fire Chief or ~~the officer then in charge of the Saco Fire Department~~ their duly authorized representative may provide such aid, subject to the following provisions:

**A.**

Aid may be provided to an extent that the Saco Fire Chief or ~~officer in charge of the Saco Fire Department,~~ their duly authorized representative in his/her sole discretion and judgment, determines is warranted and available.

**B.**

When aid is provided, the officers of the Saco Fire Department shall command ~~its~~ their own fire fighters, subject to the direction of the ~~head~~ Incident Commander of the Fire Department of the requesting municipality, who is responsible for overall strategy in any event.

**C.**

When providing aid to a requesting municipality, the Saco Fire Department has the same privileges and immunities as the Fire Department or volunteer fire company in the requesting municipality.

**D.**

Any wages incurred or damages sustained, due to injury or death or damage to or loss of property, by the Saco Fire Department or any of its personnel in responding to a request for aid from another municipality are the liability of the City of Saco.

§ 102-2~~34~~ **Withdrawal from agreements.**

The Saco Fire Chief or their duly authorized representative is authorized to withdraw from any agreement entered ~~into~~ under this article upon giving 30 days' notice, in writing, of ~~his/her~~ their intention to do so to the municipal officers of the other municipality.

# Chapter 102:

## Article 5 - Fire Hydrants

City of Saco, ME / The Code / Part II, General Legislation / Fire Prevention

Article V Fire Hydrants

§ 102-245 Purpose.

§ 102-256 Design standards.

§ 102-267 Installation.

§ 102-278 Maintenance of privately owned hydrant.

§ 102-245 Purpose.

The purpose of this article is to establish uniform standards for fire hydrants within the City of Saco so that fire protection activities are not hampered during the course of fire fighting. This article is designed to provide for public safety.

§ 102-256 Design standards.

All fire hydrants installed in the City of Saco after the effective date of this article shall comply with the ~~following specifications:~~ current criteria of the Maine Water Company.

~~A.~~

~~The hydrant shall be a Darling B62B or a substantially similar unit, of design approved by the Biddeford and Saco Water Company.~~

~~B.~~

~~The hydrant shall be equipped with the following:~~

~~(1)~~

~~An internal valve of 5 1/4 inches.~~

~~(2)~~

~~One port of 4 1/2 inches and two ports of 2 1/2 inches.~~

~~(3)~~

~~A six-inch mechanical joint base.~~

~~(4)~~

~~Open right design.~~

~~C.~~

~~Hydrant gate valves shall be of six-inch, open right, metropolitan design.~~

~~D.~~

~~Hydrant tees shall be cast iron, manufactured in accordance with standards of the American Water Works Association and current at the time of installation.~~

~~E.~~

~~The hydrant shall have 5 1/2 feet depth of bury (five feet of cover).~~



~~F.~~

~~All hydrants shall be not less than 12 inches to the center line of hose outlet from finish grade. All hydrant flanges must be above finish grade.~~

§ 102-267 **Installation.**

~~Hydrants shall be set to provide a minimum horizontal distance between the hydrant and hydrant valve of 10 feet installed in accordance with current criteria of the Maine Water Company. Hydrants shall be securely braced against firm, undisturbed material by means of an acceptable and approved method of thrust restraint. All hydrant branch piping shall be of six-inch diameter~~

§ 102-278 **Maintenance of privately owned hydrants.**

All privately owned hydrants within the City of Saco are subject to the following provisions, and owners of such hydrants shall be responsible for compliance with these provisions:

**A.**

~~The hydrant owner shall provide for biannual maintenance inspections the serviceability of the hydrant as per NFPA 25, *Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*, Chapter 7. by a  $\Delta$  qualified professional, such as a plumber or maintenance engineer. One such inspection occur prior to the winter freeze period shall be responsible for all work performed on a hydrant.~~

~~B.~~

~~The maintenance inspection shall include:~~

~~(1)~~

~~A visual inspection.~~

~~(2)~~

~~Opening and flushing.~~

~~(3)~~

~~Testing during actual operation.~~

~~C.~~

~~The maintenance inspection shall be performed in the presence of a representative of the City of Saco Fire Department. The hydrant owner shall contact the Saco Fire Department to make arrangements for a site visit during the maintenance inspection.~~

~~D~~ **B.**

~~The hydrant owner shall submit an biannual inspection report for each hydrant to the Saco Fire Chief Department no later than thirty (30) days beyond the anniversary of the previous annual service.~~

~~E.~~

~~After the prewinter inspection, the owner shall arrange with the Biddeford and Saco Water Company for pumping of the hydrant.~~

### MEETING ITEM COMMENTARY

- AGENDA ITEM:** Second (Final) Reading Amendments to Chapter 15  
Unassigned Fund Balance Policy Updates
- COUNCIL RESOURCE:** Councilor Phil S. Hatch, Ward 5
- STAFF RESOURCE:** Glenys Salas, Director of Budget & Fiscal Analysis  
Gerry Matherne, Finance Director
- BACKGROUND:** This change adds matching funds for grants to the list of qualified use of surplus. Although presented as an amendment to Council in February, this change was dropped off of subsequent Chapter 15 exhibits and so needs to be adopted separately.
- EXHIBIT:** 1. Unassigned Fund Balance Policy
- RECOMMENDATION:** City staff recommends approval.
- SUGGESTED MOTION** *“I move to approve the final reading of Amendments to Chapter 15 Unassigned Fund Balance Policy Updates.”*

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**§ 15-28 Surplus.**

Any surplus in the unassigned fund balance identified in the City's audited financial statements that exceeds the 16.67% maximum target shall be made available for Council appropriation. In making said allocation of funds, the City Council shall give priority to the following activities:

- A. Economic development projects, such as industrial park land acquisition, establishment of economic development loan fund programs or the development of infrastructure improvements associated with industrial park priorities.
- B. Replacement of aging capital equipment that carries unusually high costs and has a utility life of eight years or more.
- C. Specifically targeted infrastructure projects or other capital expenditures required by the City.
- D. Funds may be retained in an assigned account that may be used in future budget cycles as a Property Tax Rates Stabilization Fund.
- E. Retirement of debt.
- F. Taxpayer refund, in the event the Council chooses to do that.

G. Matching Funds for Grants

### MEETING ITEM COMMENTARY

- AGENDA ITEM:** **(Public Hearing)** Chapter 230 Article 12: Stormwater and Erosion Control – Proposed Ordinance Amendments
- COUNCIL RESOURCE:** Councilor Joe Gunn, Ward 3, Planning Board Liaison
- STAFF RESOURCE:** Emily Cole-Prescott, City Planner  
Joe Laverriere, City Engineer
- BACKGROUND:** Public Works and Planning Staff are recommending amendments to the Stormwater and Erosion Control ordinance to ensure that required MS4 permit provisions to which the City must comply are properly reflected in local ordinance. This recommended amendment also includes updating cross-references to other ordinance sections and the City’s Technical Design Construction Standards Manual (TDCSM). The Planning Board hosted its public hearing on October 5<sup>th</sup> and its report is enclosed.
- It should be noted that Public Works and Planning Staff are collaborating on a separate Low Impact Development (LID) initiative and will return to the City Council on that matter at a separate meeting date.
- EXHIBITS:**
1. Planning Board Report dated October 5, 2023
  2. Chapter 230 Article 12 Draft Ordinance Amendments revised through September 5, 2023
  3. [Link to August 7, 2023 New Business Item \(p. 22\)](#)
  4. [Link to September 11, 2023 First Reading Item \(p. 65\)](#)
  5. [Link to October 5, 2023 Planning Board Meeting Materials](#)
- RECOMMENDATION:** City Staff recommend that the City Council open the public hearing, hear from the public, and provide any feedback to City Staff.
- SUGGESTED MOTION:** ***“I move to open the public hearing for the Chapter 230 Article 12 Stormwater and Erosion Control Proposed Ordinance Amendments.”***
- After public comment is received: ***“I move to close the public hearing on Chapter 230 Article 12 Stormwater and Erosion Control Proposed Ordinance Amendments and further move to schedule the second (final) reading for November 6, 2023.”***

Alyssa Bouthot, Chair  
Rob Biggs  
Matthew DiCianni  
*Joseph Gunn, City Council Liaison*



Matthew Provencal, Vice Chair  
Joyce Leary Clark  
Jeffery Grossman  
Glenn Charette

---

**TO:** City Council

**FROM:** Planning Board (Prepared by Emily Cole-Prescott, City Planner)

**DATE:** October 5, 2023 for October 16, 2023 City Council Meeting

**RE:** Planning Board's Report about Chapter 230 Article 12: Stormwater and Erosion Control Ordinance Amendments

---

**PROPOSED REVISIONS:**

The proposal is to update Chapter 230 Article 12 provisions to incorporate MS4 (Municipal Separate Storm Sewer System) requirements so the City is in compliance with MS4 standards.

**OVERVIEW:**

On [September 11, 2023](#), the City Council forwarded these proposed Chapter 230 zoning ordinance revisions to the Planning Board for a report in compliance with Section 230-1701, amendment process.

Planning Staff noticed the Planning Board's public hearing about these amendments twice in *The Portland Press Herald* to inform residents of the Board's hearing. On October 5<sup>th</sup>, the Board opened the hearing, provided opportunity for the public to speak, and closed the public hearing. No member of the public chose to speak at this hearing.

**CONCLUSION:**

The Planning Board reviewed this report template, made revisions, and voted unanimously to send this version of the report to the City Council with no additional comments or questions about the proposed ordinance amendments.

**DRAFT ORDINANCE REVISION PREPARED BY SACO PUBLIC WORKS AND PLANNING DEPARTMENTS,  
REVISED THROUGH SEPTEMBER 5, 2023:**

City of Saco, ME

§ 230-1201

ARTICLE XII

§ 230-1202

**Stormwater and Erosion Control**

**§ 230-1201. General stormwater runoff provisions.**

- A. In general, surface water runoff shall be minimized, and it shall be the responsibility of the person developing the land to demonstrate that the work will not have an adverse impact on abutting or downstream properties. Sites shall be designed to minimize the amount of impervious area with a focus on reducing vehicle areas, including parking, drives aisles, and service areas.
- B. The volume of stormwater discharged from a parcel shall be minimized through the use of on-site infiltration, detention, or retention to the extent practical. When stormwater must be discharged from a parcel, the preferred method is to discharge into the natural drainage system. Discharge of stormwater to the City's municipal separate storm sewer system (MS4) shall be allowed only when on-site retention and/or discharge to the natural system is not practical.
- C. Infiltration, detention, or retention of stormwater shall assure that the total maximum daily loads (TMDLs) that have been established by the United States Environmental Protection Agency for various water bodies in the City will be met to the extent practical. The disposal of stormwater shall not constitute a threat to public health, safety, and welfare and shall not degrade the quality of surface water or groundwater below City, state, or federal standards.
- D. Projects resulting in one or more acres of disturbed area shall be subject to the requirements of the Maine Construction General Permit (MCGP); Maine State Stormwater Management Law, 38 M.R.S.A §420-D, and the latest revision of the "Stormwater Management Rules," Chapters 500, 501 and 502; and the requirements of Sections §230-1202 Stormwater Runoff Management, §230-1203 Stormwater Quantity and Quality Control, and §230-1204 Post Construction Management. Where the standards or provisions of such stormwater rules conflict with City ordinances, the stricter (more-protective) standard shall apply.
- E. Groundwater. To the extent practical, the stormwater design shall maximize aquifer recharge.
- F. Vegetative buffers shall be utilized to the extent practical to manage stormwater flow.
- G. The use of low-impact development (LID) practices appropriate for the type of development as set forth in Chapter 10 of the DEP Stormwater Manual, Volume III - BMPs Technical Design Manual, is encouraged but not required.
- H. Storm drain conveyance systems and stormwater management systems shall be designed, constructed, inspected and maintained in accordance with the requirements of Articles 2 and 3 of the City's Technical Design and Construction Standards Manual (TDCSM).

**§ 230-1202. Stormwater runoff management.**

- A. The City is a regulated community under the National Pollutant Discharge Elimination System (NPDES) MS4 Program; therefore, provisions for stormwater runoff management are required for all new development or redevelopment projects that result in one or more acres of disturbed area. This provision also applies to projects disturbing less than one acre if the construction activity is part of a larger common scheme of development or sale that would disturb one or more acres. In addition, the City also requires stormwater runoff management for all projects that result in 10,000 square feet or more of new or redeveloped impervious area. In determining if these thresholds have been met, all disturbed or impervious areas created after December 27, 2006 (original effective date of this provision), shall be included in this total.

B. Exemptions.

- (1) New development or redevelopment on a parcel that is part of a subdivision previously approved under this chapter that has a compliant post-construction stormwater management plan with sufficient capacity to accept and treat increases in stormwater discharges associated with the project.
- (2) Smaller projects resulting in less than one acre of disturbed area but more than 10,000 square feet of new or redeveloped impervious area are exempt from §230-1203 Stormwater quantity and quality control and §230-1204, Post construction management, but shall comply with requirements of §230-1205, Drainage plan.
- (3) All other projects are exempt from §230-1203, Stormwater quantity and quality control, §230-1204, Post construction management, and §230-1205, Drainage plan but shall meet the general provisions in §230-1201 to the maximum extent practicable.

**§ 230-1203. Stormwater quantity and quality control.**

A. All projects subject to this section shall be designed to meet the requirements below:

- (1) To the extent possible, the design shall dispose of stormwater runoff on the land at the proposed development through the appropriate use of the natural features of the site. Stormwater runoff systems will infiltrate, detain, or retain stormwater falling on the site such that the rate of flow from the site does not exceed that which would occur in the undeveloped state for a storm of intensity equal to the two-, ten-, twenty-five-, and fifty-year storm events.
- (2) If the post-development peak runoff rate exceeds the predevelopment peak runoff rate, on-site mitigation measures, such as detention basins or flow restrictors, shall be required.
- (3) All natural drainageways shall be preserved at their natural gradients and shall not be filled or converted to a closed system except as approved by the City's reviewing authority and appropriate state agencies.
- (4) The design of the storm drain system shall fully incorporate the existing upstream runoff which must pass over or through the site to be developed. The system shall be designed to pass upstream flows without surcharging the system. Any special roadway culvert crossing designed to meet other applicable state regulations (i.e., fish passage) shall be specifically identified on the plans.
- (5) Proposed alterations in stormwater drainage paths shall not enable the crossing of runoff over a City street in order to enter a drainage system.
- (6) The drainage study shall meet the "urban impaired stream standard" when located within a watershed designated by the Maine Department of Environmental Protection as an urban impaired stream.

B. A waiver may be granted by the City of Saco Department of Public Works to discharge an insignificant increase in stormwater runoff to the municipal storm drain system when all of the following conditions are met:

- (1) A drainage study is prepared by a professional engineer licensed in the State of Maine, which demonstrates that the increase has no adverse impact to the downstream conditions, including impacts on abutting or City properties. Improvements may be required of the developer to prevent adverse downstream impacts caused by the project.
- (2) The increase in the peak flow from the site or in the peak flow of the receiving waters cannot be avoided by reasonable changes in project design or density.
- (3) Written authorization to discharge the increased peak flow rates has been provided by the Director of Public Works or their designee.

- C. At the time of application, the applicant shall notify the Department of Public Works if its stormwater management system includes any stormwater BMP(s) that will discharge to the City's municipal storm drain system and shall include in this notification a listing of which stormwater BMP(s) will so discharge.

**§ 230-1204. Post-construction stormwater management plan.**

- A. All projects subject to this section shall be designed to meet the requirements below:
- (1) The applicant may meet the quantity and quality standards listed in § 230-1203, Stormwater quantity and quality control either on site or off site; but where off-site facilities are used, the applicant shall submit documentation to Saco's Department of Public Works that the applicant has sufficient property interest where the off-site facilities are located, by perpetual easement or other appropriate legal instrument, to ensure that the facilities will be available to provide post-construction stormwater management for the project and that the property will not be altered in a way that interferes with the off-site facilities.
  - (2) Where the applicant proposes to retain ownership of the stormwater management facilities shown in its post-construction stormwater management plan, and the stormwater management facilities will not be dedicated to the City, the applicant shall enter into a maintenance agreement with the City. A form for the maintenance agreement is available on the City's website contained in Article 3 of the City's TDCSM. The applicant shall be responsible for recording the maintenance agreement form at the York County Registry of Deeds within 30 days of the date of execution of the agreement. Failure to comply with the terms of the maintenance agreement shall constitute a violation of this chapter.
  - (3) Whenever elements of the stormwater management facilities are not within the right-of-way of a public street and the facilities will not be offered to the City for acceptance as public facilities, the Planning Board may require that perpetual easements be provided to the City allowing access for maintenance, repair, replacement, and improvement of the stormwater management facilities in accordance with the approved drainage maintenance agreement. If an offer of dedication is proposed, the applicant shall be responsible for the maintenance of these stormwater management facilities until such time (if ever) as they are accepted by the City. Nothing in this chapter requires the City to accept any stormwater management facilities offered or dedicated by the applicant.
  - (4) Any person, business, corporation, or other entity owning, leasing, or having control over stormwater management facilities required by a post-construction stormwater management plan shall demonstrate compliance with that plan as follows:
    - (a) At least annually, inspect, clean, and maintain the stormwater management facilities, including, but not limited to, parking areas, catch basins, drainage swales, detention basins and ponds, pipes, and related structures, in accordance with all City and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.
    - (b) Repair & Deficiencies found during inspection of the stormwater management facilities shall be corrected within 60 days of identification and a record of the corrective action taken shall be provided to the City's Planning and Public Works Departments within the same 60-day period. If it is not possible to correct the deficiency and notify the City within 60 days, the property owner shall coordinate with the City's Planning, Code Enforcement and Public Works Departments to establish an expeditious schedule to correct the deficiency and provide a record of the corrective actions taken. Enforcement action shall follow provisions of Saco City Ordinance, Chapter 1 Article 18 (Enforcement actions and civil penalties).



- (c) On or by July 15 of each year, provide a completed and signed certification to the Department of Public Works certifying that the person has inspected, cleaned, and maintained the stormwater management facilities, describing any deficiencies found during inspection of the stormwater management facilities, and certifying that the person has repaired any deficiencies in the stormwater management facilities noted during the annual inspection. A form for the annual stormwater certification is available on the City's website.
- (d) The required inspection(s) must be conducted by a qualified inspector. The inspector shall perform an initial inspection to determine the status of the stormwater management facilities. If the initial inspection identifies any deficiencies with the facilities, the same inspector shall reinspect the facilities after they have been maintained or repaired to determine if they are performing as intended.
- (e) "Qualified inspector" means a person who conducts post-construction stormwater management facilities, best management practice ("BMP") inspections, and meets the following qualifications:
  - [1] The inspector shall not have any ownership or financial interest in the property being inspected nor be an employee or partner of any entity having an ownership or financial interest in the property; and
  - [2] The inspector shall have a working knowledge of Chapter 500, Stormwater Management Rules, and Maine's Stormwater BMP Manual; and
  - [3] The qualified inspector must be on the DEP's list of approved post-construction stormwater BMP inspectors, or alternately, shall satisfy at least one of the criteria outlined below:
    - [a] Nonproprietary stormwater management facilities.
      - [i] Has a college degree in environmental science or civil engineering and is a professional engineer with at least three years of experience designing, evaluating or inspecting stormwater management facilities; or
      - [ii] Has a college degree in an environmental science or civil engineering, or comparable expertise, and has demonstrated a practical knowledge of stormwater hydrology and stormwater management techniques, including the maintenance requirements for stormwater management facilities, and has the ability to determine if stormwater facilities are performing as intended. This qualification must be accompanied by two professional references to be valid; or
      - [iii] Has successfully completed the requirements of a DEP training course on inspecting post-construction stormwater management facilities. Note: successful completion may require receiving a passing grade in an examination at the conclusion of the course.
    - [b] Proprietary stormwater management facilities.
      - [i] Proprietary stormwater management facilities must be inspected by a person approved by the manufacturer.

- B. In order to determine compliance with this section and with the post-construction stormwater management plan, the Director of the Department of Public Works or their designee may enter upon a property at reasonable hours and after making a good-faith effort to contact the owner, occupant, or agent to inspect the stormwater management facilities. Entry into a building shall only be after notice is provided to the owner, occupant, or agent.

C. Submission requirements.

- (1) The post-construction stormwater management plan shall conform to the applicable submission requirements of Section 8 of DEP Chapter 500 Rules.
  - (a) The applicant shall provide the Department of Public Works with an electronic copy of the post-construction stormwater management plan in a format that is compatible with the City's requirements. Following completion of construction, the applicant shall provide the City with an updated version of the plan showing the stormwater management facilities as actually constructed.
  - (b) The Planning Board may modify or waive any of the submission requirements for a post-construction stormwater management plan if the Planning Board finds that, due to the unique physical characteristics of the site or the scale of the proposed activity, the information is not required to allow the Planning Board to determine if the applicable stormwater management standards are met.
- (2) As-built certification. Prior to the issuance of a certificate of occupancy for a project requiring a post-construction stormwater management plan under this chapter, the applicant shall submit evidence in the form of a letter with as-built survey plan prepared and stamped by a professional engineer who either prepared the post-construction stormwater management plan and its associated facilities or supervised the plan and facilities construction and implementation. The letter or plan shall certify that the stormwater management facilities have been installed in accordance with the approved post-construction stormwater management plan and that they will function as intended by said plan. The as-built survey plan shall be performed for all post-construction stormwater facilities to document general conformance with the approved plans.

**§ 230-1205. Drainage plan.**

- A. A drainage plan is required for activities that result in the expansion or alteration of an existing building or structure that results in the creation or redevelopment of 10,000 square feet of impervious surface. New principal buildings that are located in a subdivision with an approved post-construction stormwater management plan are not required to comply with the requirement for a drainage plan if the approved stormwater management plan contains provisions that adequately address surface drainage related to the construction of the building, as determined by the CEO.
- B. The drainage plan shall meet the "urban impaired stream standard" of DEP Chapter 500 Rules when located within a watershed designated by the Maine Department of Environmental Protection as an urban impaired stream.
- C. The drainage plan shall demonstrate that the proposed improvements are designed to minimize the volume of stormwater leaving the site. This shall include consideration of the design and location of improvements to minimize the total area of impervious surface on the site and stormwater management techniques to minimize both the volume and rate of runoff from the lot. The drainage plan shall provide for the treatment of 0.5 inch of runoff from 90% of the new or redeveloped impervious area and 0.2 inch of runoff from 75% of the new or redeveloped non-impervious surface area.
- D. The drainage plan must also demonstrate that:
  - (1) Stormwater draining onto or across the lot in its pre-development state will not be impeded or redirected so as to create ponding on or flooding of adjacent lots;
  - (2) Any increase in volume or rate of stormwater draining from the lot onto an adjacent lot following the improvement can be handled on the adjacent lot without creating ponding, flooding, or other drainage problems and that the owner of the lot being improved has the legal right to increase the flow of stormwater onto the adjacent lot;
  - (3) Any increase in volume or rate of stormwater draining from the lot onto City property following the improvement can be handled without creating ponding, flooding, or other drainage problems

and that the owner of the lot being improved has the legal right to increase the flow of stormwater onto the City's property; and

- (4) Any increase in volume or rate of stormwater draining from the lot into the City's municipal storm drain system can be accommodated in the system without creating downstream problems or exceeding the capacity of the storm drain system.

E. Submission requirements.

- (1) A drainage plan must include a written statement demonstrating how the project has been designed to minimize the volume and rate of stormwater leaving the site, including provisions for minimizing the area of impervious surface or the use of LID practices, and a plan and supporting documentation with at least the following information:
  - (a) The location and characteristics of streams or drainage courses existing on the parcel and/or abutting parcels.
  - (b) The existing and proposed grading of the site using one-foot contours.
  - (c) The location and area of existing and proposed buildings and impervious surfaces on the site.
  - (d) The existing pattern of stormwater drainage on the site, including points of discharge to the City's municipal storm drain system or adjacent properties.
  - (e) The proposed pattern of stormwater drainage after development, including the location and design of any stormwater facilities.
- (2) The City's reviewing authority may modify or waive any of the submission requirements for a drainage plan if the reviewing authority determines that the information is not required to determine if the drainage standard is met.

**§ 230-1206. Standards for drainage easements and rights-of-way.**

If components of the stormwater runoff system lie outside of the public right-of-way, the applicant shall convey a stormwater easement that conforms to the following standards.

- A. The minimum width of the easement shall be 30 feet, provided that where a watercourse or retention area is wider than 30 feet, the City's reviewing authority may require a drainage easement of adequate width to conform substantially to the lines of such watercourse or retention area, including additional width to provide access. The City's reviewing authority may reduce the width of the easement upon a positive recommendation from the Director of Public Works or their designee if the narrower easement will allow the stormwater facilities to be maintained or if the unique characteristics of the site make the creation of a wider easement impractical.
- B. Where a drainage easement would include an open channel, stream or drainageway, the easement shall be designed and landscaped to further the objectives of the stormwater management plan. The natural landscape shall be retained to the extent practical, as determined by the Planning Board.
- C. Where a drainage easement would include a closed conduit, the easement shall be centered along the conduit.
- D. A public stormwater management system that will be offered to the City for acceptance as a public facility shall be located on a separate parcel of land deeded to the City.

**§ 230-1207. General erosion and sediment control provisions.**

- A. The Erosion and Sedimentation Control Law (Title 38 M.R.S.A § 420-C) applies to all activities in Maine's organized territories that will cause the filling, displacement or exposure of all earthen materials. The Erosion and Sedimentation Control Law requires that appropriate measures prevent unreasonable soil erosion and sedimentation beyond the site or into a protected natural resource (such as a river, stream, brook, lake, pond, or wetland). Erosion control measures must be installed before the activity begins and must be maintained until the site is permanently stabilized.
- B. An erosion control plan is required for all new development or redevelopment projects that result in one or more acres of disturbed area or more than 10,000 square feet of new or redeveloped impervious area. This provision also applies to projects disturbing less than one acre if the construction activity is part of a larger common plan or development or sale that would disturb one or more acres.
- C. Erosion control plan. The plan shall include comprehensive erosion and sediment control provisions as summarized below:
  - (1) The plan shall show the use of erosion and sediment control best management practices (BMPs) at construction sites consistent with the minimum standards outlined in the Maine DEP Stormwater Rule Chapter 500 Appendix A - Erosion and Sediment Control, Appendix B - Inspections and Maintenance, Appendix C - Housekeeping. Erosion and Sedimentation Control BMPs shall be designed, installed and maintained in accordance with the standards contained in the latest revisions of the following Maine DEP documents:
    - (a) Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual for Designers and Engineers.
    - (b) Maine Erosion and Sediment Control Practices Field Guide for Contractors.
  - (2) An erosion control plan prepared by a registered Maine professional engineer shall be submitted. The plan shall include the following:
    - (a) Narrative. Provide a narrative describing the site's erosion potential and the measures to be employed to control erosion and sedimentation during construction and after completion of the development. Describe the temporary and permanent erosion control methods to be employed on the site.
    - (b) Give the expected date by which final stabilization of the site will be complete.
    - (c) Show the locations of all roads, lot boundaries, buildings, parking lots, material stockpiles, existing and proposed culverts, drainage channels, catch basins, subsurface drainage pipes and storm drain outfalls.
    - (d) Show the location of all temporary and permanent erosion controls to be installed on the site.
    - (e) Show the limits of the areas disturbed by construction.
    - (f) Provide design drawings and specifications for the temporary and permanent erosion and sedimentation control measures to be used on the site. The drawings and details must be sufficiently detailed to allow a contractor unfamiliar with the controls to install and maintain them.
    - (g) Provide calculations for sizing, spacing or stabilizing each erosion and sedimentation control measure in accordance with the latest revision of the Maine DEP "Erosion and Sediment Control Handbook for Construction: Best Management Practices." These calculations must include analyses for determining the peak runoff flow to a control, its storage volume and its outlet design. At a minimum, the erosion and sedimentation control plan must include the following:

- [1] Location plan(s) showing, at a minimum, the location of structures, disturbed land, pre-construction site topography, post-construction site topography, on-site or adjacent water resources, and all erosion and sediment control measures.
- [2] Detail plan(s) showing the following:
  - [a] Erosion and sedimentation control notes including, but not limited to, permanent stabilization measures, seeding and mulching rates, and a construction schedule with the proposed construction dates and time frame for major earth moving and construction events.
  - [b] Construction and installation details for erosion and sedimentation control measures including, but are not limited to, sedimentation barriers, ditch lining, rip rap, and culvert inlet and outlet designs.
  - [c] Inspection and maintenance requirements for the temporary and permanent erosion and sedimentation controls for the project site shall be specified for each BMP in accordance with Maine DEP Stormwater Rule Chapter 500 Appendices A and B. At a minimum, the inspection and maintenance plan must include the following:
    - [i] List of the erosion control measure and stormwater management measures to be inspected and maintained (e.g., "parking lot catch basins").
    - [ii] Inspection and maintenance tasks specific to each erosion control measure or stormwater management measure (e.g., "remove accumulated sediments in basin sumps"). Submit the specific qualifications of the person performing each task (e.g., "a professional engineer registered in the State of Maine will inspect the retention pond embankment").
    - [iii] Specify required frequency of each inspection and maintenance task (e.g., - "accumulated sediments will be removed from all catch basins annually in early spring").
  - [d] Responsible parties. Submit the name, job title, employer, employer address, phone number, and current email contact information for the person responsible for ensuring that inspection and maintenance tasks are completed. Submit the names, job titles, employer addresses, phone number, and any current email contact information of the engineers or other design professionals who designed the erosion control measures and stormwater management measures for the site. Include suppliers of proprietary erosion control measures or proprietary stormwater management measures used on the site.
  - [e] For stormwater management pond(s) or basin(s) include a maintenance plan that specifies, at a minimum, the inspection and maintenance requirements for the pond's embankments, outlet structure, and emergency spillway. Include as part of this plan provisions for the removal and disposal of accumulated sediments in the pond and the control of woody vegetation on the pond's embankments.
  - [f] For infiltration structure(s) or basin(s) include a maintenance plan that specifies, at a minimum, the inspection and maintenance requirements for the structure's pretreatment measures, embankments, surface lining, and overflow spillway. Include as part of this plan provisions for the removal and disposal of accumulated sediments in the structure and for the rehabilitation of clogged surface linings.
  - [g] For vegetated underdrained filter basins include a maintenance plan that specifies, at a minimum, the inspection and maintenance requirements for the filter embankments, surface lining, underdrain piping, and overflow spillway.

Include as part of this plan provisions for the removal and disposal of accumulated sediments in the structure, the rehabilitation of clogged surface linings, and the flushing of underdrain piping.

- [h] For stormwater buffer(s) include a maintenance plan that specifies, at a minimum, the inspection and maintenance requirements to ensure the integrity and function of the project's stormwater buffers. As part of this plan, include provisions for the inspection, maintenance, and, if necessary, reconstruction of any level spreaders or ditch turnouts used to spread runoff into the buffers. Include as part of this plan provisions for the frequent removal and disposal of accumulated sediments and debris in the level spreader and turnout bays, provisions for the inspection and repair of any eroded areas within the buffer, and provisions for the re-establishment of buffer vegetation destroyed by post-construction activities.
  - [i] For manufactured stormwater treatment system(s) include a maintenance plan that specifies, at a minimum, the inspection and maintenance requirements for the system's inlet, treatment chamber(s), and outlet. The plan shall conform to the inspection and maintenance guidelines recommended by the manufacturer based on the estimated runoff and pollutant load expected to the system from the project. As part of this plan, include provisions for the frequent removal of accumulated sediments, debris, and contaminated waters from the system and, if applicable, provisions for the removal, disposal, and replacement of any clogged or spent filter media.
  - [j] For ditches, culverts, and storm drains include a maintenance plan that specifies, at a minimum, the inspection and maintenance requirements for all stormwater conveyances to be built or installed on the site, including, but not limited to, ditches, swales, culverts, catch basins, and storm drain piping. As part of this plan, include provisions for the repair of eroded areas at the inlet, within, and at the outlet of each conveyance and include provisions for the frequent removal and disposal of accumulated sediments and debris at the inlet, within, and at the outlet of each conveyance.
- (3) Submit a housekeeping plan in accordance with the requirements contained in Maine DEP Stormwater Rule Chapter 500, Appendix C. The housekeeping plan shall address spill prevention, groundwater protection, fugitive sediment and dust, debris and other materials, trench or foundation de-watering, or non-stormwater charges, as applicable to the specific site.

**AGENDA ITEM:** (Public Hearing) Commercial Property Assessed Clean Energy (C-PACE Ordinance)

**STAFF RESOURCE:** Tracey Desjardins, Economic Development Director

**COUNCIL RESOURCE:** Councilor Michael A. Burman, Ward 4

**BACKGROUND:** On May 22, 2023, Efficiency Maine gave Council a presentation on the newly adopted Commercial Property Assessed Clean Energy (C-PACE) program. After the presentation, Council asked to bring this item back for consideration and/or adoption. Saco does have a developer that would like to benefit from this program, however for a developer to enroll in the program, the municipality must adopt an ordinance.

**Purpose and authority**

- A. Purpose: By and through this Ordinance, the City of Saco declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Commercial Property Assessed Clean Energy (“C-PACE”) program so that owners of qualifying properties can access financing for energy savings improvements to their commercial properties located in the City. The City declares its purpose and the provisions of this Ordinance to be in conformity with federal and state laws.
- B. Enabling legislation: The City enacts this Ordinance pursuant to Public Law 2021, Chapter 142 of the 130th Maine State Legislature, “An Act to Allow for the Establishment of Commercial Property Assessed Clean Energy Program,” also known as “the Commercial Property Assessed Clean Energy Act” or “the Commercial PACE Act” (codified at 35-A M.R.S. §10201 *et seq.*).

**EXHIBITS:** 1. Commercial Property Assessed Clean Energy (C-PACE) Ordinance

**RECOMMENDATION:** Staff recommends hearing from the public and scheduling the final reading.

**SUGGESTED MOTION:** *“I move to open the public hearing on the request to adopt a City of Saco Commercial Property Assessed Clean Energy (C-PACE) Ordinance.”*

After public comment is received: *“I move to close the public hearing on the request to adopt a City of Saco Commercial Property Assessed Clean Energy (C-PACE) Ordinance and further move to schedule the second (final) reading for October 23, 2023.”*

## COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) ORDINANCE

### 1. Purpose and authority

- A. Purpose. By and through this Ordinance, the City of Saco declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Commercial Property Assessed Clean Energy (“C-PACE”) program so that owners of qualifying property can access financing for energy savings improvements to their commercial properties located in the City. The City declares its purpose and the provisions of this Ordinance to be in conformity with federal and state laws.
- B. Enabling legislation. The City enacts this Ordinance pursuant to Public Law 2021, Chapter 142 of the 130th Maine State Legislature, “An Act to Allow for the Establishment of Commercial Property Assessed Clean Energy Program,” also known as “the Commercial Property Assessed Clean Energy Act” or “the Commercial PACE Act” (codified at 35-A M.R.S. §10201 *et seq.*).

### 2. Title

This Ordinance shall be known and may be cited as “The City of Saco’s Commercial Property Assessed Clean Energy (“C-PACE”) Ordinance” (this “Ordinance”).

### 3. Definitions

Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the meanings indicated:

**City/Town.** The City Saco.

**Commercial PACE or (“C-PACE”).** Means Commercial Property Assessed Clean Energy.

**Commercial PACE Agreement.** An agreement that authorizes the creation of a Commercial PACE Assessment on Qualifying Property and that is approved in writing by all owners of the Qualifying Property at the time of the agreement and by the municipal officers of the City.

**Commercial PACE Assessment.** An assessment made against Qualifying Property to finance an Energy Savings Improvement.

**Commercial PACE District.** The area within which the City establishes a Commercial PACE Program hereunder, which is all that area within the City boundaries.

**Commercial PACE Lien.** A lien, secured against a Qualifying Property that is created by a Commercial PACE Assessment.

**Commercial PACE Loan.** A loan, payable through a Commercial PACE Assessment and secured by a C-PACE Lien, made to the owner(s) of a qualifying property pursuant to a Commercial PACE Program to fund Energy Savings Improvements.



**Commercial PACE Program.** A program established under this Ordinance pursuant to the Commercial PACE Act under which commercial property owners can finance Energy Savings Improvements on Qualifying Property.

**Energy Savings Improvement.** An improvement or series of improvements to Qualifying Property that are new and permanently affixed to Qualifying Property and that:

- A. Will result in increased energy efficiency or substantially reduced energy use and:
  - (1) Meet or exceed applicable United States Environmental Protection Agency and United States Department of Energy “Energy Star” program or similar energy efficiency standards established or approved by the Trust; or
  - (2) Involve weatherization of commercial or industrial property in a manner approved by the Trust; or
- B. Involve a renewable energy installation, an energy storage system as defined in 35-A M.R.S. § 3481(6), an electric thermal storage system, electric vehicle supply equipment or heating equipment that meets or exceeds standards established or approved by the Trust. Heating equipment that is not a Renewable Energy Installation must be heating equipment that produces the lowest carbon emissions of any heating equipment reasonably available to the property owner, as determined by the Trust, and must meet the requirements of 35-A M.R.S. §10204 (1)(B).

**Qualifying Property.** Real commercial property in the City that:

- A. Does not have a residential mortgage;
- B. Is not owned by a residential customer or small commercial customer as defined in 35-A M.R.S. §3016(1)(C) and (D), respectively;
- C. Consists of 5 or more rental units if the property is a commercial building designed for residential use;
- D. Is not owned by a federal, state or municipal government or public school; and
- E. Is located in a municipality that participates in a Commercial PACE Program.

**Registered Capital Provider or Capital Provider.** An approved lender providing financing for the Energy Savings Improvements through a C-PACE Program and registered with Efficiency Maine Trust.

**Renewable Energy Installation.** A fixture, product, system, device or interacting group of devices installed behind the meter at a Qualifying Property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including but not limited to, photovoltaic systems, solar thermal systems, highly efficient wood heating systems, geothermal systems and wind systems that do not on average generate more energy or heat than the peak demand of the property.

**Trust.** The Efficiency Maine Trust established in 35-A M.R.S. §10103 and/or its agents, if any.

#### **4. Program established; Amendments.**

- A. Establishment. The City hereby establishes a Commercial PACE Program allowing owners of Qualifying Property located in the City who so choose to access financing for Energy Savings Improvements to their Qualifying Property, with such financing to be repaid through a Commercial PACE Assessment and secured by a Commercial PACE Lien.
- B. The City may:
  - (1) Administer the functions of the Commercial PACE Program, including, but not limited to, entering into Commercial PACE Agreements with commercial property owners and collecting Commercial PACE Assessments, or designate an agent to act on behalf of the City/Town for such billing and collection purposes; or
  - (2) Enter into a contract with the Trust to administer some or all functions of the Commercial PACE Program for the City, including billing and collection of Commercial PACE Assessments, subject to the limitations set forth in Section 10205, subsection 5 of the Commercial PACE Act.
- C. Amendment to or Repeal Commercial PACE Program. The City may from time to time amend this Ordinance to use any funding sources made available to it or appropriated by it for the express purpose of its Commercial PACE Program, and the City shall be responsible for administration of loans made from those funding sources. The City may also repeal this Ordinance in the same manner as it was adopted, provided, however, that such repeal shall not affect the validity of any Commercial PACE Agreements entered into by the City prior to the effective date of such repeal, or a Commercial PACE Loan or Commercial PACE Lien arising out of such Agreements.

**5. Financing; Private Lenders; Terms.** C-PACE Loans may be provided by any qualified Capital Provider private lender participating in the C-PACE Program and a C-PACE Agreement may contain any terms agreed to by the lender and the property owner, as permitted by law, for the financing of Energy Savings Improvements. Unless the City specifically designates funding sources made available to it or appropriated by it for the express purpose of its Commercial PACE Program and agrees to provide financing for Energy Savings Improvements, the City will not finance or fund any loan under the Commercial PACE Program, and shall serve only as a program sponsor to facilitate loan repayment by including the Commercial PACE Assessment on the property tax bill for the property, and shall incur no liability for the loan.

## **6. Program Requirements and Administration**

- A. Agreement Required. All commercial property owners seeking financing for Energy Savings Improvements on Qualifying Property pursuant to the Commercial PACE Program must enter into a Commercial PACE Agreement, approved as to form and substance by the City, authorizing the creation of a Commercial PACE Assessment and acknowledging the creation of a Commercial PACE Lien. A notice of the Commercial PACE Agreement will be filed in the registry of deeds, which filing will create a lien until the amounts due under the agreement are paid in full.
- B. Underwriting Standards. A Commercial PACE Agreement entered into pursuant to the Commercial PACE Program must satisfy the minimum underwriting requirements of the Commercial PACE Act and such additional requirements established by the Trust.
- C. Collection of assessments. A commercial property owner participating in the Commercial PACE Program will repay the financing of Energy Savings Improvements through an assessment on their property similar to a tax bill. A Commercial PACE Assessment

constitutes a lien on the Qualifying Property until it is paid in full and must be assessed and collected by the City or its designated agent, the Trust, or a 3rd-party administrator contracted by the Trust, consistent with applicable laws. The City may, by written agreement, designate the applicable third-party Capital Provider as its agents for the billing and collection of Commercial PACE assessment payments in satisfaction of the Commercial PACE Loan. Where Commercial PACE assessment payments are received directly by the City/Town along with other municipal tax payments, such payments received from property owners shall first be applied to City taxes, assessments, and charges. The City shall have no ownership of the Commercial PACE assessments collected except for any administrative costs provided under the Commercial PACE Program. The City shall pay all Commercial PACE assessment payments in any calendar month to the applicable Capital Provider or the Commercial PACE program administrator within 30 days after the end of the month in which such amounts are collected. The City shall have no obligation to make payments to any Capital Provider with respect to any Commercial PACE repayment amounts or loan obligations other than that portion of the Commercial PACE Assessment actually collected from a property owner for the repayment of a Commercial PACE Loan.

If the Trust or a 3rd-party administrator contracted by the Trust or an agent of the City/Town collects Commercial PACE Assessments on behalf of the City, the Trust or agent shall periodically report to the City on the status of the Commercial PACE Assessments in the City and shall notify the City of any delinquent Commercial PACE Assessments. Upon receiving notification from the Trust or agent of a delinquent Commercial PACE Assessment, the City/Town shall notify the holder of any mortgage on the property of the delinquent assessment.

- D. Notice; filing. A notice of a Commercial PACE Agreement must be filed in the appropriate registry of deeds. The filing of this notice creates a Commercial PACE Lien against the property subject to the Commercial PACE Assessment until the amounts due under the terms of the Commercial PACE Agreement are paid in full. The notice must include the information required by the Commercial PACE Act.
- E. Priority. A Commercial PACE Lien secures payment for any unpaid Commercial PACE Assessment and, together with all associated interest and penalties for default and associated attorney's fees and collection costs, takes precedence over all other liens or encumbrances except a lien for real property taxes of the municipality and liens of municipal sewer, sanitary and water districts. From the date of recording, a Commercial PACE Lien is a priority lien against a property, except that the priority of such a Commercial PACE Lien over any lien, except a lien for real property taxes of the City or a lien of a municipal sewer, sanitary or water district, that existed prior to the Commercial PACE Lien is subject to the written consent of such existing lienholder.
- F. Mortgage lender notice and consent. Any financial institution holding a lien, mortgage or security interest in or other collateral encumbrance on the property for which a Commercial PACE Assessment is sought must be provided written notice of the commercial property owner's intention to participate in the Commercial PACE Program and must provide written consent to the commercial property owner and City that the borrower may participate and enroll the collateral property in the Commercial PACE Program. This written consent must be filed in the registry of deeds and must include a written acknowledgement and understanding by the financial institution holding the lien, mortgage or security interest in or other collateral encumbrance on the property as required by the Commercial PACE Act.

**7. Collection, default; foreclosure.**

A. A Commercial PACE Assessment and any interest, fees, penalties and attorney's fees incurred in its collection must be collected in the same manner as the real property taxes of the City. A Commercial PACE Assessment for which notice is properly recorded under this section creates a lien on the property. The portion of the assessment that has not yet become due is not eliminated by foreclosure, and the lien may not be accelerated or extinguished until fully repaid.

(1) If a Commercial PACE Assessment is delinquent or in default and the borrower or property owner is delinquent in any tax debt due to the City, collection may occur only by the recording of liens and by foreclosure under 36 M.R.S. §§ 942 and 943. Liens must be recorded and released in the same manner as liens for real property taxes.

(2) If only a Commercial PACE Assessment is delinquent but the borrower or property owner is current on payment of all municipal taxes due to the City, then a Commercial PACE lienholder shall accept an assignment of the Commercial PACE Lien, as provided in the written agreement between City and the Capital Provider. The assignee shall have and possess all the same powers and rights at law as the City/Town and its tax collector with regards to the priority of the Commercial PACE Lien, the accrual of interest and fees and the costs of collection. The assignee shall have the same rights to enforce the Commercial PACE Lien as any private party or lender holding a lien on real property, including, but not limited to, the right of foreclosure consistent with 14 M.R.S. §§ 6203-A and 6321 and any other action in contract or lawsuit for the enforcement of the Commercial PACE Lien.

B. Judicial or nonjudicial sale or foreclosure. In the event of a judicial or nonjudicial sale or foreclosure of a property subject to a Commercial PACE Lien by a lienholder that is not a Commercial PACE lienholder, the Commercial PACE Lien must survive the foreclosure or sale to the extent of any unpaid installment, interest, penalties or fees secured by the lien that were not paid from the proceeds of the sale. All parties with mortgages or liens on that property, including without limitation Commercial PACE lienholders, must receive on account of such mortgages or liens sale proceeds in accordance with the priority established in this chapter and by applicable law. A Commercial PACE Assessment is not eliminated by foreclosure and cannot be accelerated. Only the portion of a Commercial PACE Assessment that is in arrears at the time of foreclosure takes precedence over other mortgages or liens; the remainder transfers with the property at resale.

C. Unless otherwise agreed upon by the Capital Provider, all payments on a Commercial PACE Assessment that become due after the date of transfer by judicial or nonjudicial sale or foreclosure must continue to be secured by a lien on the property and are the responsibility of the transferee.

D. Release of lien. The City will discharge a Commercial PACE Lien created under the Commercial PACE Act and this Ordinance upon full payment of the amount specified in the Commercial PACE Agreement. A discharge under this subsection must be filed in the appropriate registry of deeds and must include reference to the notice of Commercial PACE Agreement previously recorded pursuant to the Commercial PACE Act and this Ordinance.

**8. Liability of municipal officials; liability of City**

- (1) Notwithstanding any other provision of law to the contrary, City/Town officers and City/Town officials, including without limitation, Tax Assessors and Tax Collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a Commercial PACE Program, including without limitation, claims for or related to uncollected Commercial PACE Assessments under this Ordinance.
- (2) Other than the fulfillment of its obligations specified in a Commercial PACE Agreement, the City has no liability to a commercial property owner for or related to Energy Savings Improvements financed under a Commercial PACE Program.

**9. Conformity to Changed Standards.**

This Ordinance is intended to comply with the Commercial PACE Act and the administrative rules of the Trust issued in connection with the Commercial PACE Act, as the same may be amended. If the Trust or any State or federal agency adopts standards, promulgates rules, or establishes model documents subsequent to the City's adoption of this Ordinance and those standards, rules or model documents substantially conflict with this Ordinance, the City shall take necessary steps to conform this Ordinance and its Commercial PACE Program to those standards, rules or model documents.

## MEETING ITEM COMMENTARY

**AGENDA ITEM:** Ecology School Business Partnership Initiative (BPI) for Left Turn Lane on Rt. 112

**COUNCIL RESOURCE:** Councilor Marshall Archer, Ward 1

**STAFF RESOURCES:** Patrick Fox, Public Works Director & Emily Cole-Prescott, City Planner

**BACKGROUND:** The Ecology School (TES) seeks assistance in funding the construction of a left turn lane on Rt. 112 to access Simpson Road. The construction of this turn lane was a condition of Planning Board approval of the TES project on June 19, 2018. Previous Council actions have directed City Staff to work with TES to explore the use of the Maine DOT Business Partnership Initiative (BPI) as a potential supplemental revenue source for TES to utilize in funding the turn lane construction. For utilization of the BPI program, the City of Saco must be the applicant to the State and responsible for carrying out the project. A Traffic Improvement Construction Agreement between TES and the City must be finalized prior to submitting a BPI application to the State, to confirm the extent of local participation in this project. This draft agreement is provided as Exhibit 2. As a result of site plan amendments since 2018, TES currently has a deadline of November 2025 to have the turn lane constructed. The anticipated cost for this project is \$924,700.

**EXHIBITS:**

1. Memo from Planning & Public Works Staff dated October 10, 2023
2. Draft Traffic Improvement Construction Agreement
3. Conceptual Plan and Cost Estimate
4. Updated Traffic Analysis Memo provided by TES
5. Contract Zone and Planning Board Approvals for TES Project

**RECOMMENDATION:** Staff are not making a recommendation on how or whether the City should participate. However, Staff are looking for Council's direction on whether and/or how the City will participate.

**SUGGESTED MOTION:** ***"I move to (approve/deny) City participation in the Rt. 112 turn lane construction project."***

If approved, the level of City participation will need to be defined as:

***"Be it ordered that the City Council direct staff to enter into an agreement with TES and apply for the Maine DOT BPI program to request funding for the Rt. 112 turn lane construction with the participation limits set at Option # \_\_\_\_\_ as stated below."***

1. TES assumes responsibility for all Project costs, except for any portion reduced by State funds through the BPI Grant, should it be awarded. TES secures all contractors required to complete the construction of the project. (City contribution: \$0)
2. TES and the City shall share equally of Project costs, less any BPI Grant funding, except TES exclusively bears all costs of Project Administration and any potential Project exceedance over the estimated \$924,700 total project cost. City shall publicly bid the construction of the project following TES Engineer's design and permitting of the project. (City Contribution: \$308,233 capped)
3. TES and the City shall divide equally all costs of the Project after application of BPI funds. City shall publicly bid the construction of the project following TES Engineer's design and permitting of the project. (City Contribution: \$308,233 + inflation and change orders)



---

**TO:** City Council

**FROM:** Emily Cole-Prescott, City Planner & Patrick Fox, Public Works Director

**DATE:** October 10, 2023 (October 16, 2023 City Council Meeting)

**RE:** Ecology School Business Partnership Initiative (BPI) for Left Turn Lane on Rte. 112

---

The purpose of this memo is to supplement the Item Commentary for tonight’s review of the Ecology School Business Partnership Initiative (BPI) for Left Turn Lane on Rte. 112 request. Staff is not making a recommendation on how or whether the City should participate. However, Staff is looking for Council’s direction on whether and/or how the City will participate.

From our perspective, we see several questions about this request. Perhaps the first and most significant question is whether the City will participate. For this question, Staff has provided a suggested motion on the Item Commentary as follows: *“I move to **(approve/deny)** City participation in the Rt. 112 turn lane construction project.”*

If approved, Staff asks the Council consider additional discussion to determine how the City will participate. The three options that have been provided within the draft agreement in the meeting packet are as follows with the first option least expensive for the City and the last option the highest expense for the City:

- **Option 1:** TES assumes responsibility for all Project costs, except for any portion reduced by State funds through the BPI Grant, should it be awarded. TES secures all contractors required to complete the construction of the project. (City contribution: \$0)
- **Option 2:** TES and the City share equally of Project costs, less any BPI Grant funding, except TES exclusively bears all costs of Project Administration and any potential Project exceedance over the estimated \$924,700 total project cost. City shall publicly bid the construction of the project following TES Engineer’s design and permitting of the project. (City Contribution: \$308,233 capped)
- **Option 3:** TES and the City shall divide equally all costs of the Project after application of BPI funds. City shall publicly bid the construction of the project following TES Engineer’s design and permitting of the project. (City Contribution: \$308,233 + inflation and change orders)

If Council chooses an option that incorporates city funding, a budget amendment will likely be required.

Planning & Public Works Staff will attend the October 16<sup>th</sup> meeting to be available to answer questions.

## TRAFFIC IMPROVEMENT CONSTRUCTION AGREEMENT

NOW COME the Parties the City of Saco, 300 Main Street, Saco Maine 04072 (hereinafter the “City”) and Ecology Education, Inc., 184 Simpson Road, Saco, Maine 04072, operating as The Ecology School (hereinafter “TES”) who state as follows:

WHEREAS, TES received certain project approvals from the Saco Planning Board in 2018, which approvals obligated TES to work with the City of Saco and Maine Department of Transportation to design and construct a left turn lane at the Buxton Road/Simpson Road intersection; and

WHEREAS, on November 3, 2020, the Saco Planning Board amended, in part, the conditions of approval for TES, including the creation of the required left turn lane; and

WHEREAS, TES received a further Plan Amendment approval from the Saco Planning Board on July 26, 2023; and

WHEREAS, this most recent Plan Amendment sets a completion date of November 2025 for TES to complete installation of the Project left turn lane; and

WHEREAS, TES is desirous of securing State grant assistance (a so-called “BPI” or Business Partnership Initiative Grant) to help offset the costs for completing the required buildout of the subject left turn lane; and

WHEREAS, the City is amenable to assisting TES with its efforts to secure a State BPI grant, including submitting an application for the Grant, subject to additional terms herein; and

WHEREAS, the installation of the left turn lane (the “Project”) will require plan design to be reviewed and approved by the City and Maine DOT; and

WHEREAS, following approval of a plan design, TES will need to establish a time table for construction of the Project; and

WHEREAS, the Parties wish to memorialize their mutual understandings as to the timing and costs of the Project;

NOW THEREFORE, the Parties agree as follows:

1. Establishment of Letter of Credit. TES, before undertaking work to install the Project’s left turn lane, shall cause to be delivered to the City a Letter of Credit facility in the amount of \$ \_\_\_\_\_ (150% of the current, estimated costs for improvements reduced by the estimated Business Partnership Initiative grant funds from the State of Maine) subject to the additional terms below, said Letter of Credit to be issued by a Federally Insured Lending Bank with a presence in the State of Maine. If the BPI Grant is not awarded for the Project, TES agrees to submit a Letter of Credit for the full one hundred fifty percent (150%) of Project costs.



2. Construction of Improvements. Prior to construction of any Project improvements, TES shall submit for City and Maine DOT review and approval a design drawing prepared and stamped by a Professional Engineer, licensed in Maine. The City may request reasonable revisions or amendments, and TES acknowledges that the Maine Department of Transportation (“MDOT”), as part of any BPI application, may also expect to review and approve TES’s proposed plan design for the Project. TES agrees to revise its plan drawings as may be required by the City and MDOT. In addition, TES agrees as follows:

A. To secure all necessary Federal, State, and Local permits, including Developer-State agreements, necessary to complete the Project.

B. That Project shall comply with State Design Standards, and any revisions thereto. Any such revisions or exceptions to State standards shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.

3. Project Timeline. TES will commence construction of improvements within one hundred and twenty (120) days of approval of a final design from the City and Maine DOT, unless an extension of time has been sought and approved by the City and Maine DOT. If the required Project improvements have not been installed, constructed and completed by October 1, 2025, the City may draw on the Letter of Credit and perform as much of the remaining work as possible to complete the Project.

4. Consent to Enter Land. If needed for the Project, the City for itself and for its successors and assigns, herein assents, agrees to and consents to TES, its agents, employees and contractors, entering onto its land, including as necessary men, machinery and equipment, and performing that work as may be reasonably necessary and required to install any of the Project improvements. The City covenants it will not impede or impair any TES work undertaken pursuant to this Agreement. Upon completion of work in or on any City property, TES and its Agents and contractors shall return the City’s property to the condition found, or better.

6. Increase or Decrease in Letter of Credit. The Parties agree the initial proposed Letter of Credit balance of **\$924,700** may be increased following Maine DOT review. TES agrees it will increase the LOC if required by Maine DOT.

7. Project Costs and Administration. This section will be finalized following City Council action on project duties and cost sharing, by a Council vote, and the subsequent mark of one of the Option boxes below.

8. Consent and Release. TES, for itself and its successors and assigns, expressly waives, releases and agrees to indemnify and hold harmless, the City of Saco, Maine, and the State of Maine, and its Department of Transportation, (together and collectively “Releasees”) as well as all of the Releasee’s agents, officers, employees and contractors, from all claims, demands, and

causes of action related to or arising from this Agreement, and the undertaking and completion of the required Project and its improvements. TES does not release or indemnify any Party, however, to the extent any claim arises from the wrongful acts of that Releasee, or its Agents

WITNESS:

ECOLOGY EDUCATION, INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President

\_\_\_\_\_  
Print Name

WITNESS:

CITY OF SACO:

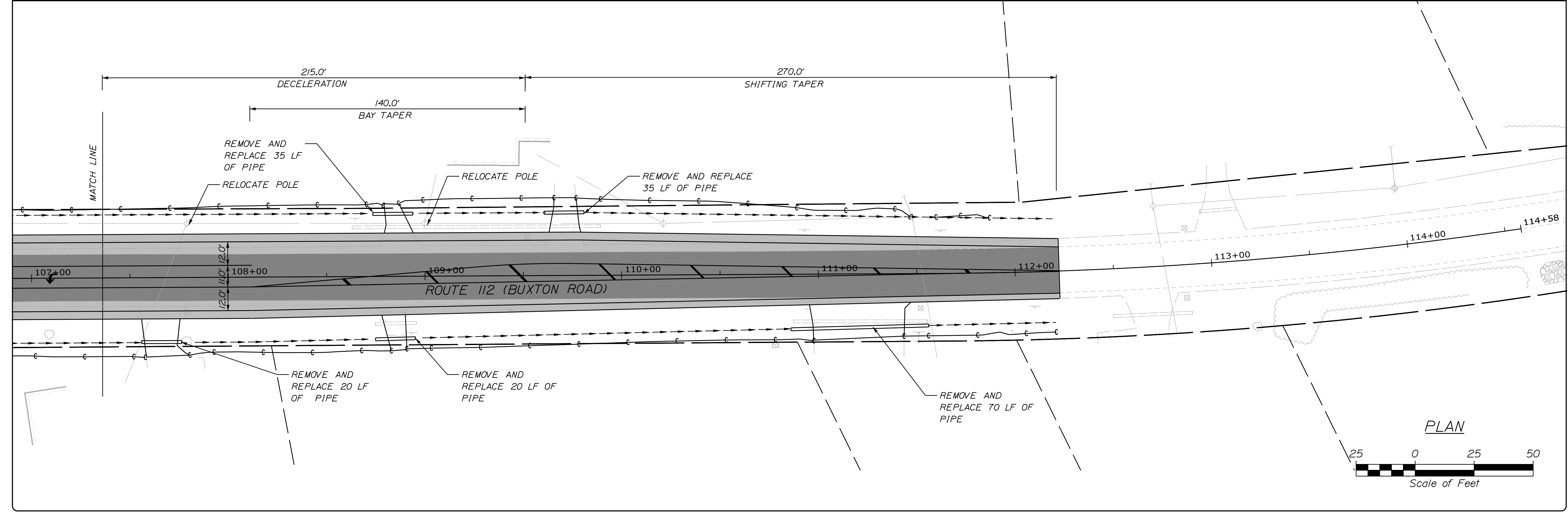
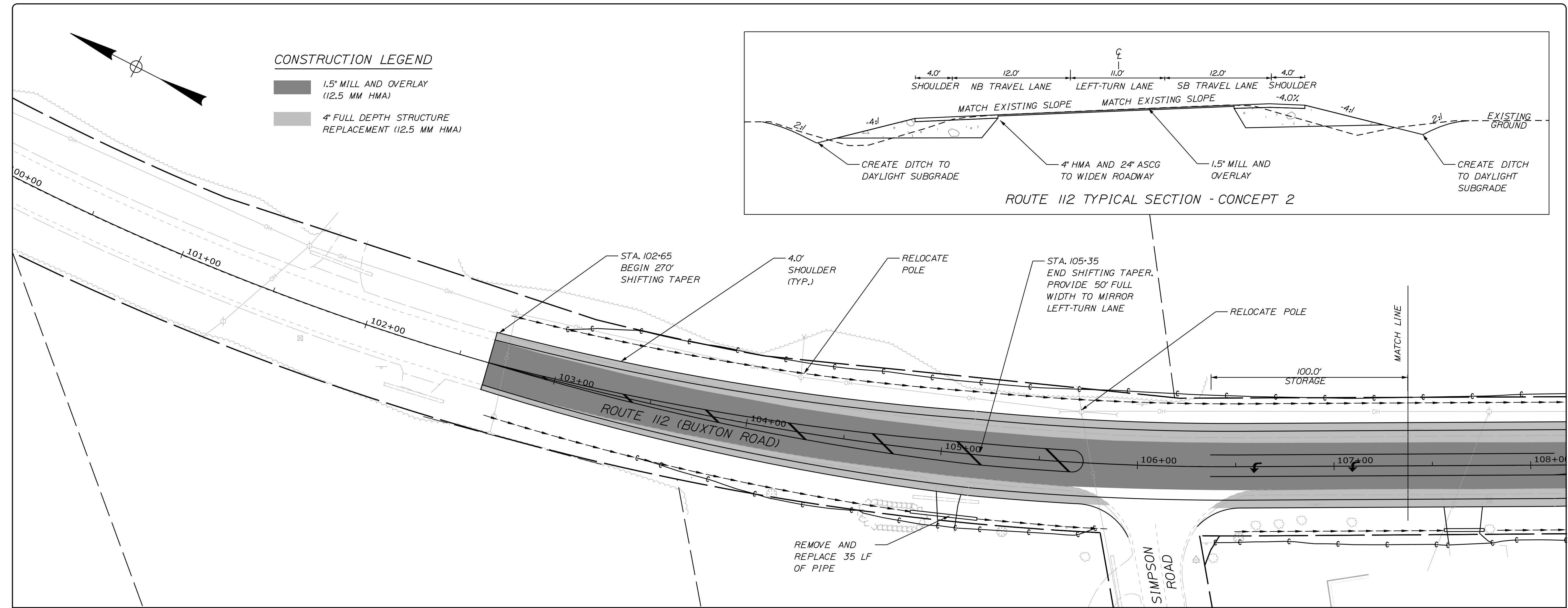
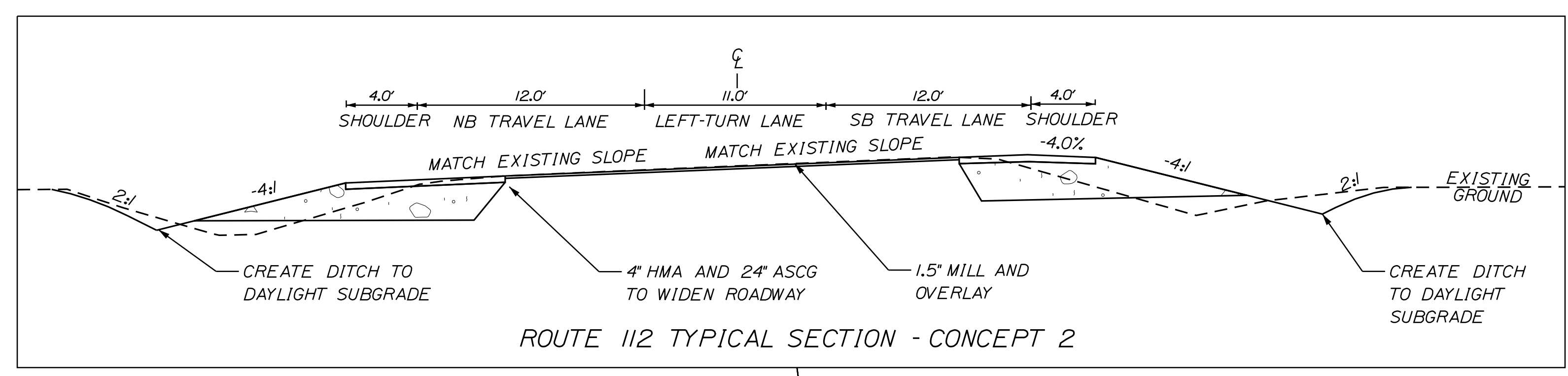
\_\_\_\_\_  
Signature

\_\_\_\_\_  
John Bohenko  
City Administrator

\_\_\_\_\_  
Print Name

**CONSTRUCTION LEGEND**

- 1.5" MILL AND OVERLAY (12.5 MM HMA)
- 4" FULL DEPTH STRUCTURE REPLACEMENT (12.5 MM HMA)



PLS OR PE  
PROGRESS PRINT

PLS OR PE  
NOT FOR CONSTRUCTION

DESIGNED	CHECKED
NLC	BRL
1 NLC 08/31/22 CONCEPT PLAN	
REV: BY:	DATE: STATUS:
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.	

**SEBAGO**  
TECHNICS  
WWW.SEBOGOTECHNICS.COM  
75 John Roberts Rd.  
Suite 4  
South Portland, ME 04106  
Tel: 207-209-2100

CONCEPT PLAN 2  
OF:  
ROUTE 112 AT SIMPSON ROAD  
SACO, MAINE  
FOR:  
THE ECOLOGY SCHOOL  
SIMPSON ROAD, SACO, ME

PROJECT NO. 220333 SCALE 1" = 25'

SHEET 2 OF 2

...MS\A\002 Concept Plan.dgn

220333  
By: NLC  
Checked: BRL  
9/19/2023

## Route 112 at Simpson Road Project No: 220333 Conceptual Plan Estimate

	ITEM DESCRIPTION	UNIT	AVERAGE UNIT COST	QUANTITY	COST
<i>Concept 2</i>					
201.11	CLEARING	LS	\$ 7,500.00	1	\$ 7,500.00
202.20	REMOVING PAVEMENT SURFACE	SY	\$ 10.00	2550	\$ 25,500.00
203.2001	COMMON EXCAVATION (PLAN QUANTITY)	CY	\$ 55.00	1450	\$ 79,750.00
304.10	AGGREGATE SUBBASE COURSE - GRAVEL	CY	\$ 70.00	1600	\$ 112,000.00
403.208	HMA 12.5 MM	TONS	\$ 210.00	750	\$ 157,500.00
403.209	HMA 9.5 MM (DRIVEWAYS)	TONS	\$ 260.00	25	\$ 6,500.00
603.16	15" OPTION I PIPE	LF	\$ 200.00	215	\$ 43,000.00
615.071	2" LOAM, SEED, AND MULCH (PLAN QUANTITY)	CY	\$ 65.00	200	\$ 13,000.00
627.733	4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	LF	\$ 0.80	3840	\$ 3,072.00
652.390	WORK ZONE TRAFFIC CONTROL	LS	\$ 65,000.00	1	\$ 65,000.00
656.750	TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LS	\$ 15,000.00	1	\$ 15,000.00
659.100	MOBILIZATION AND GENERAL CONDITIONS (7%)	LS	\$ 36,947.54	1	\$ 36,947.54
	ROW IMPACTS*	LS	\$ 35,000.00	1	\$ 35,000.00
	UTILITY IMPACTS	LS	\$ 40,000.00	1	\$ 40,000.00
	CONTINGENCY (25%)		\$ 159,900.00	1	\$ 159,900.00
	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				<b>\$ 799,700.00</b>
	ENGINEERING AND CONSTRUCTION ADMINISTRATION				\$ 125,000.00
	<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$ 924,700.00</b>

\*Assumed \$20k for Maintenance Easement per parcel and \$5k per parcel for temporary rights

\*\*Assumed \$10k per pole.



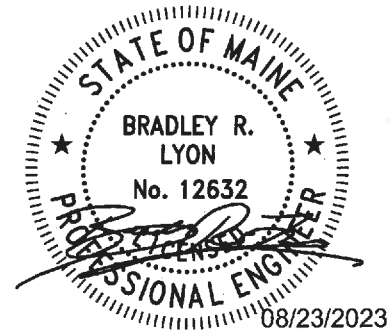
## Memorandum

220333-01

**To:** Drew Dumsch, The Ecology School  
**From:** Bradley Lyon, P.E., PTOE, Sebago Technics  
Griffin Steinman, EI, Sebago Technics

**Date:** August 23, 2023

**Subject:** Route 112 at Simpson Road Left-Turn Lane Analysis, Saco



---

### Introduction

The purpose of this memorandum is to provide a left turn lane warrant analysis for the intersection of Route 112 (Buxton Road) at Simpson Road in Saco. This analysis was conducted for existing conditions on Thursday, August 10, 2023.

### Traffic Counts

A 12-hour turning movement count (TMC) was conducted at the intersection of Route 112 and Simpson Road from 7:00 AM to 7:00 PM on Thursday, August 10, 2023. It was also confirmed with the Ecology School that there were no events or functions occurring on this date. The total hourly volume for Route 112 at Simpson Road is shown in Figure 1 below:

220333-01

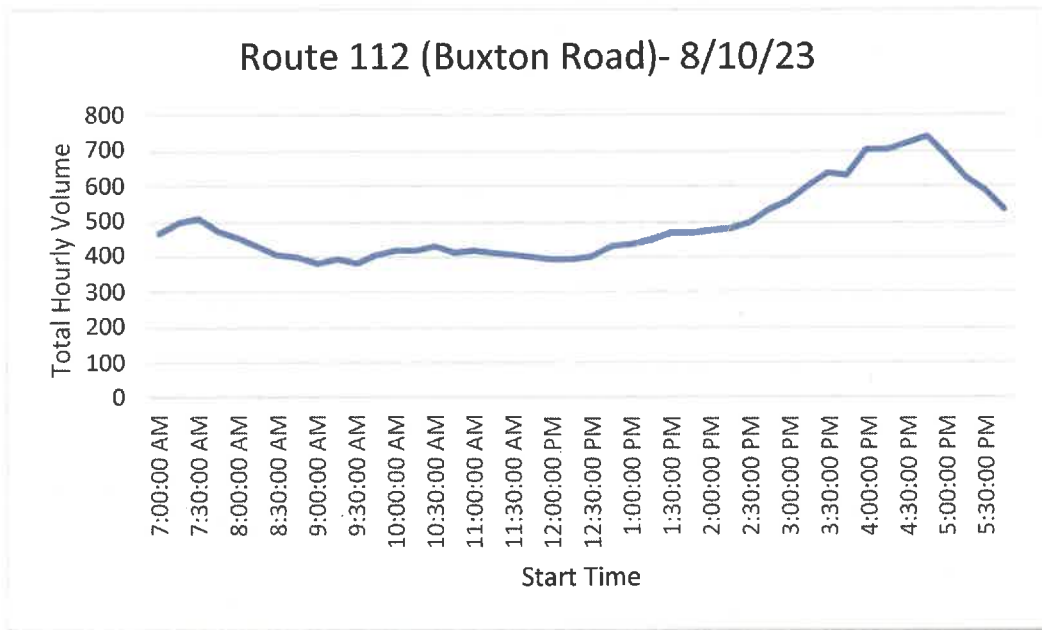


Figure 1: Route 112 Hourly Volume

The above figure establishes that the AM peak hour occurs from 7:30 – 8:30 AM, while the PM peak hour occurs from 4:45 – 5:45 PM. The PM peak hour was identified as the critical analysis hour, representing the highest peak of the day.

### Auxiliary Turn Lane Warrant Analysis

An auxiliary turn lane warrant analysis was completed for the intersection using the methodology provided in *NCHRP Report 457 Evaluating Intersection Improvements: An Engineering Study Guide*. Application of the guidance requires the following data:

1. Major road turn movement volume for the peak hour.
2. Major road 85<sup>th</sup> percentile speed or posted speed if data is unavailable.

The MaineDOT Public Map Viewer lists the posted speed limit of Buxton Road in the vicinity of Simpson Road as 45 miles per hour (MPH.)

Utilizing the raw unfactored August counts for the PM peak hour, a left turn lane was found to be warranted as shown in Figure 2 below:



220333-01

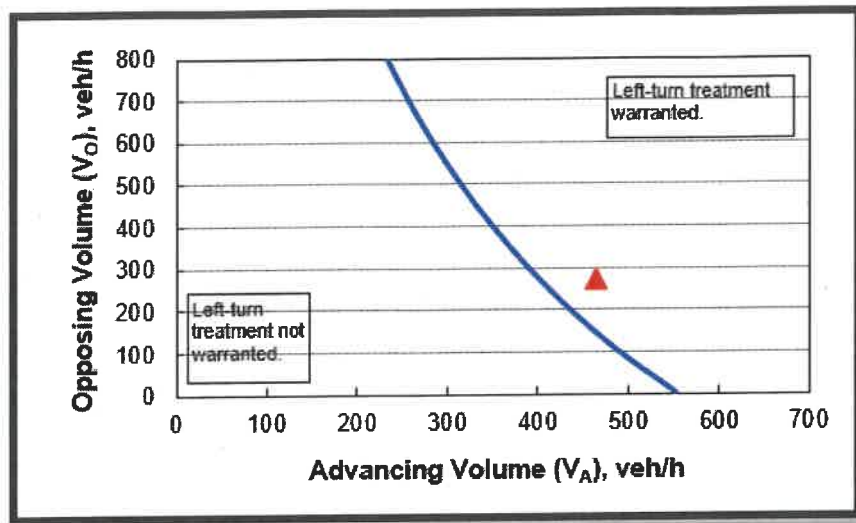


Figure 2: Turn Lane Warrant Results (August 2023)

## Conclusion

A left-turn lane was found to be warranted during the PM peak hour based on turning movement counts conducted on August 10<sup>th</sup>, 2023. Due to the Ecology School not having any functions or events during this time it is apparent that a left turn lane is warranted independent of the traffic generated by the Ecology School.

## Attachments

Turning Movement Counts  
Left Turn Lane Warrants

**Accurate Counts**  
978-664-2565

ACTION ITEM G  
Exhibit 4

N/S Street : Route 112  
E/W Street : Simpson Road  
City/State : Saco, ME  
Weather : Clear

File Name : 1994001A  
Site Code : 19940001  
Start Date : 8/10/2023  
Page No : 1

Groups Printed- Cars - Trucks

Start Time	Route 112 From North		Route 112 From South		Simpson Rd From West		Int. Total
	Thru	Right	Left	Thru	Left	Right	
07:00 AM	54	0	0	36	1	2	93
07:15 AM	78	1	0	29	1	14	123
07:30 AM	89	0	3	44	1	5	142
07:45 AM	84	0	7	41	0	7	139
Total	305	1	10	150	3	28	497
08:00 AM	78	1	0	41	0	6	126
08:15 AM	71	1	3	48	0	11	134
08:30 AM	58	0	3	38	0	8	107
08:45 AM	68	0	3	44	0	5	120
Total	275	2	9	171	0	30	487
09:00 AM	53	1	6	33	2	8	103
09:15 AM	51	1	4	44	0	6	106
09:30 AM	43	0	0	49	2	9	103
09:45 AM	45	0	7	46	0	2	100
Total	192	2	17	172	4	25	412
10:00 AM	58	1	1	41	0	3	104
10:15 AM	39	0	6	43	2	8	98
10:30 AM	61	4	4	50	0	9	128
10:45 AM	60	2	3	43	1	8	117
Total	218	7	14	177	3	28	447
11:00 AM	40	2	4	58	1	8	113
11:15 AM	49	0	5	45	1	8	108
11:30 AM	49	1	1	49	0	5	105
11:45 AM	45	1	9	58	2	3	118
Total	183	4	19	210	4	24	444
12:00 PM	52	0	4	45	1	3	105
12:15 PM	32	0	5	53	0	1	91
12:30 PM	35	0	6	54	1	5	101
12:45 PM	54	0	4	47	0	4	109
Total	173	0	19	199	2	13	406
01:00 PM	43	1	5	57	0	4	110
01:15 PM	35	1	2	57	3	5	103
01:30 PM	54	1	1	65	0	7	128
01:45 PM	62	1	2	49	0	4	118
Total	194	4	10	228	3	20	459
02:00 PM	50	2	8	56	1	7	124
02:15 PM	51	1	3	60	0	7	122
02:30 PM	39	0	6	76	1	5	127
02:45 PM	46	0	9	63	0	5	123
Total	186	3	26	255	2	24	496
03:00 PM	34	0	8	80	0	2	124
03:15 PM	55	3	5	75	0	5	143
03:30 PM	67	0	7	80	0	10	164
03:45 PM	45	0	12	85	1	7	150
Total	201	3	32	320	1	24	581
04:00 PM	69	0	5	95	0	7	176
04:15 PM	59	1	8	103	0	5	176
04:30 PM	55	0	10	86	0	6	157
04:45 PM	69	1	11	132	0	2	215
Total	252	2	34	416	0	20	724
05:00 PM	57	5	10	95	2	1	170
05:15 PM	72	0	11	107	0	6	196
05:30 PM	71	0	13	87	1	4	176



**Accurate Counts**  
978-664-2565

ACTION ITEM G  
Exhibit 4

N/S Street : Route 112  
E/W Street : Simpson Road  
City/State : Saco, ME  
Weather : Clear

File Name : 1994001A  
Site Code : 19940001  
Start Date : 8/10/2023  
Page No : 2

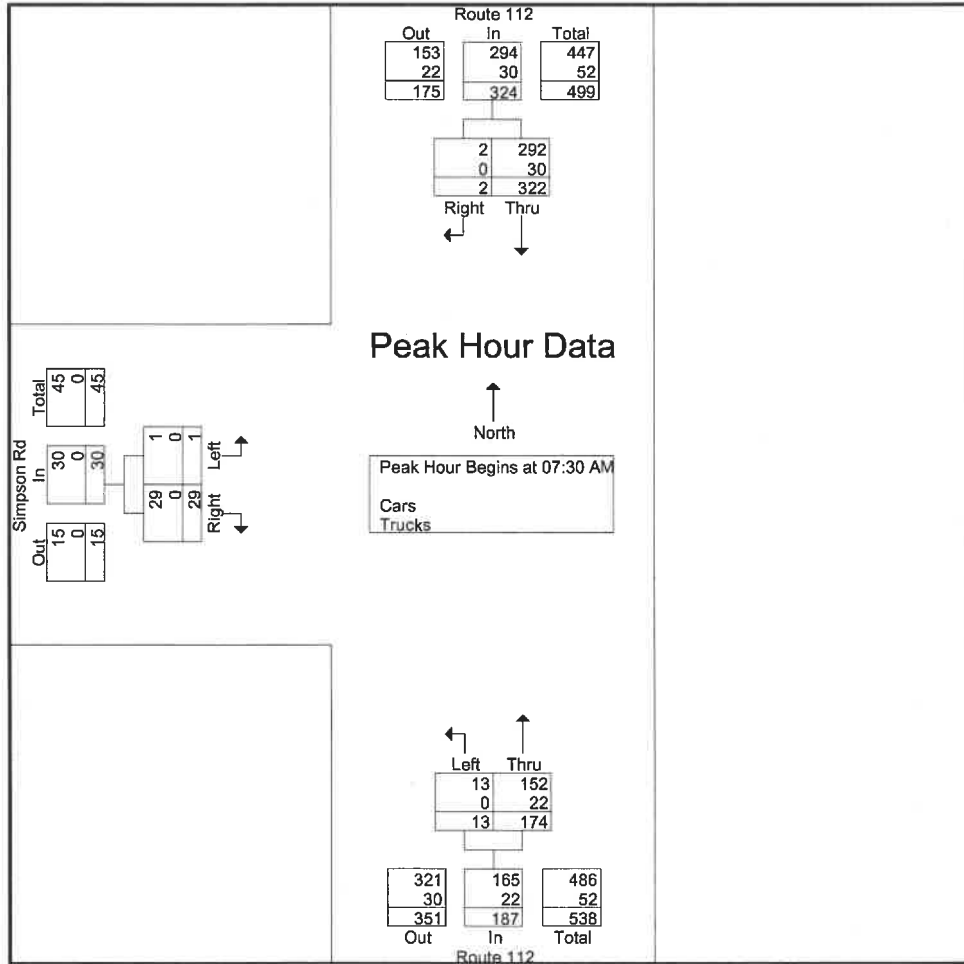
Groups Printed- Cars - Trucks

Start Time	Route 112 From North		Route 112 From South		Simpson Rd From West		Int. Total
	Thru	Right	Left	Thru	Left	Right	
05:45 PM	69	3	7	81	1	2	163
Total	269	8	41	370	4	13	705
06:00 PM	45	0	4	57	0	6	112
06:15 PM	55	0	12	85	0	4	156
06:30 PM	54	1	8	54	0	2	119
06:45 PM	28	0	4	41	0	6	79
Total	182	1	28	237	0	18	466
Grand Total	2630	37	259	2905	26	267	6124
Apprch %	98.6	1.4	8.2	91.8	8.9	91.1	
Total %	42.9	0.6	4.2	47.4	0.4	4.4	
Cars	2364	36	256	2632	26	262	5576
% Cars	89.9	97.3	98.8	90.6	100	98.1	91.1
Trucks	266	1	3	273	0	5	548
% Trucks	10.1	2.7	1.2	9.4	0	1.9	8.9

Start Time	Route 112 From North			Route 112 From South			Simpson Rd From West			Int. Total
	Thru	Right	App. Total	Left	Thru	App. Total	Left	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:30 AM										
07:30 AM	89	0	89	3	44	47	1	5	6	142
07:45 AM	84	0	84	7	41	48	0	7	7	139
08:00 AM	78	1	79	0	41	41	0	6	6	126
08:15 AM	71	1	72	3	48	51	0	11	11	134
Total Volume	322	2	324	13	174	187	1	29	30	541
% App. Total	99.4	0.6		7	93		3.3	96.7		
PHF	.904	.500	.910	.464	.906	.917	.250	.659	.682	.952
Cars	292	2	294	13	152	165	1	29	30	489
% Cars	90.7	100	90.7	100	87.4	88.2	100	100	100	90.4
Trucks	30	0	30	0	22	22	0	0	0	52
% Trucks	9.3	0	9.3	0	12.6	11.8	0	0	0	9.6

N/S Street : Route 112  
E/W Street : Simpson Road  
City/State : Saco, ME  
Weather : Clear

File Name : 1994001A  
Site Code : 19940001  
Start Date : 8/10/2023  
Page No : 3

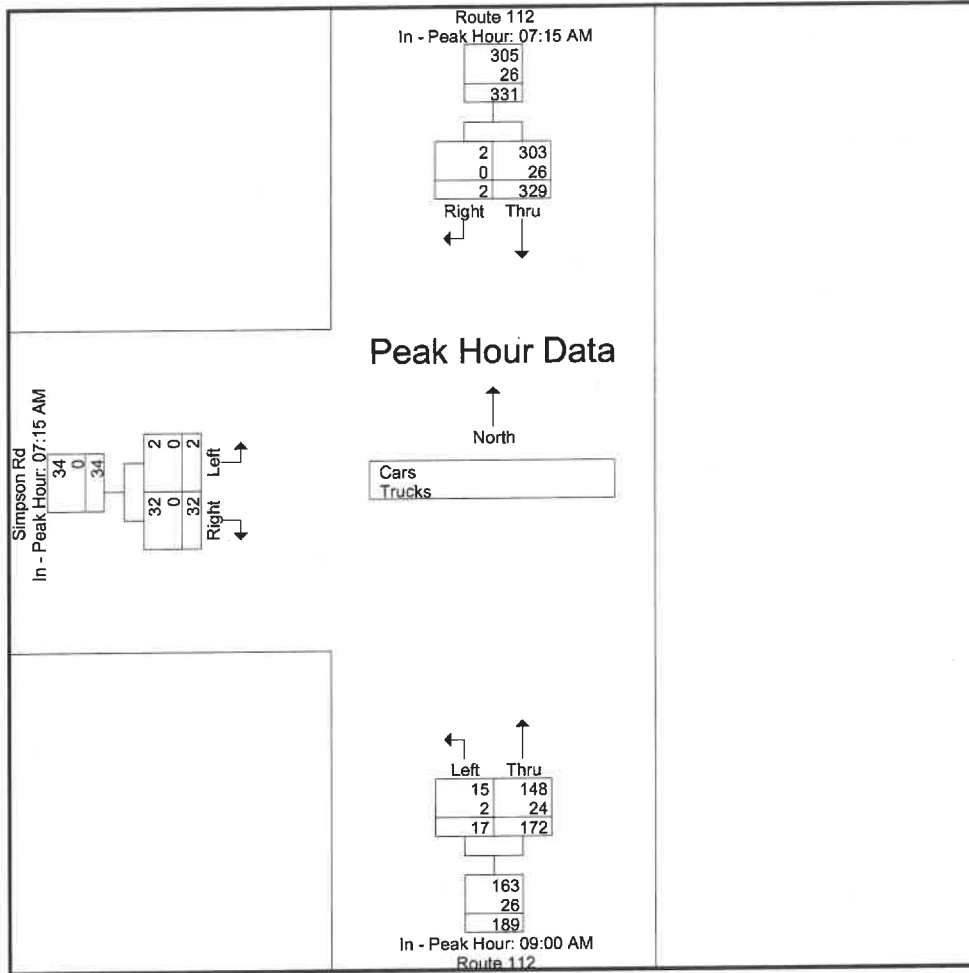


Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1  
Peak Hour for Each Approach Begins at:

	07:15 AM			09:00 AM			07:15 AM		
+0 mins.	78	1	79	6	33	39	1	14	15
+15 mins.	89	0	89	4	44	48	1	5	6
+30 mins.	84	0	84	0	49	49	0	7	7
+45 mins.	78	1	79	7	46	53	0	6	6
Total Volume	329	2	331	17	172	189	2	32	34
% App. Total	99.4	0.6		9	91		5.9	94.1	
PHF	.924	.500	.930	.607	.878	.892	.500	.571	.567
Cars	303	2	305	15	148	163	2	32	34
% Cars	92.1	100	92.1	88.2	86	86.2	100	100	100
Trucks	26	0	26	2	24	26	0	0	0
% Trucks	7.9	0	7.9	11.8	14	13.8	0	0	0

N/S Street : Route 112  
E/W Street : Simpson Road  
City/State : Saco, ME  
Weather : Clear

File Name : 1994001A  
Site Code : 19940001  
Start Date : 8/10/2023  
Page No : 4

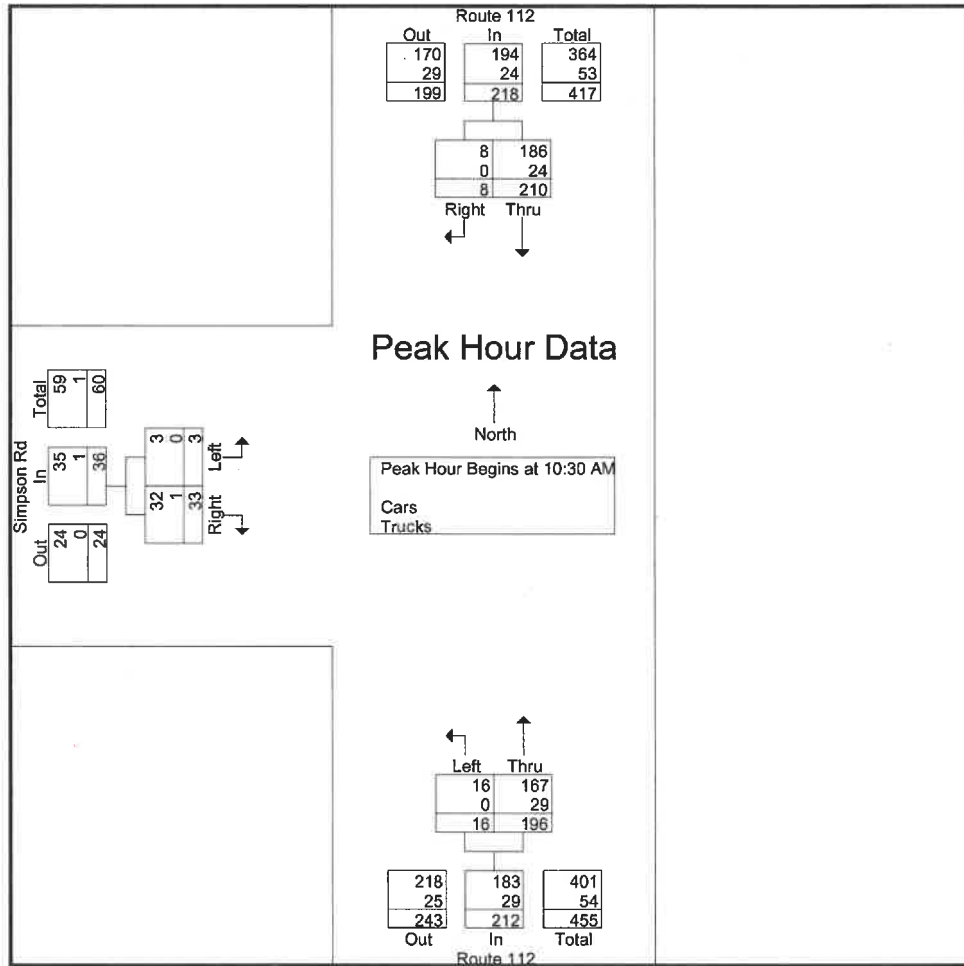


Peak Hour Analysis From 10:00 AM to 12:45 PM - Peak 1 of 1  
Peak Hour for Entire Intersection Begins at 10:30 AM

10:30 AM	61	4	65	4	50	54	0	9	9	128
10:45 AM	60	2	62	3	43	46	1	8	9	117
11:00 AM	40	2	42	4	58	62	1	8	9	113
11:15 AM	49	0	49	5	45	50	1	8	9	108
<b>Total Volume</b>	<b>210</b>	<b>8</b>	<b>218</b>	<b>16</b>	<b>196</b>	<b>212</b>	<b>3</b>	<b>33</b>	<b>36</b>	<b>466</b>
<b>% App. Total</b>	<b>96.3</b>	<b>3.7</b>		<b>7.5</b>	<b>92.5</b>		<b>8.3</b>	<b>91.7</b>		
<b>PHF</b>	<b>.861</b>	<b>.500</b>	<b>.838</b>	<b>.800</b>	<b>.845</b>	<b>.855</b>	<b>.750</b>	<b>.917</b>	<b>1.00</b>	<b>.910</b>
Cars	186	8	194	16	167	183	3	32	35	412
% Cars	88.6	100	89.0	100	85.2	86.3	100	97.0	97.2	88.4
Trucks	24	0	24	0	29	29	0	1	1	54
% Trucks	11.4	0	11.0	0	14.8	13.7	0	3.0	2.8	11.6

N/S Street : Route 112  
E/W Street : Simpson Road  
City/State : Saco, ME  
Weather : Clear

File Name : 1994001A  
Site Code : 19940001  
Start Date : 8/10/2023  
Page No : 5

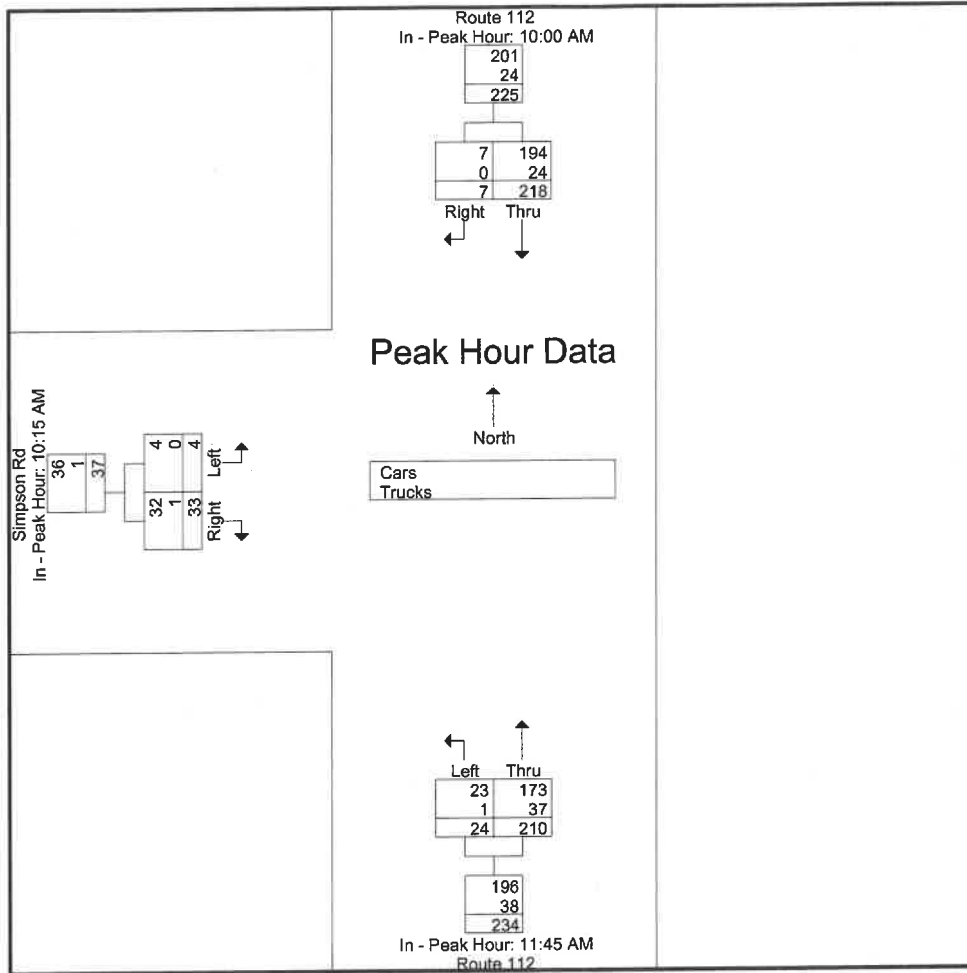


Peak Hour Analysis From 10:00 AM to 12:45 PM - Peak 1 of 1  
Peak Hour for Each Approach Begins at:

	10:00 AM			11:45 AM			10:15 AM		
+0 mins.	58	1	59	9	58	67	2	8	10
+15 mins.	39	0	39	4	45	49	0	9	9
+30 mins.	61	4	65	5	53	58	1	8	9
+45 mins.	60	2	62	6	54	60	1	8	9
Total Volume	218	7	225	24	210	234	4	33	37
% App. Total	96.9	3.1		10.3	89.7		10.8	89.2	
PHF	.893	.438	.865	.667	.905	.873	.500	.917	.925
Cars	194	7	201	23	173	196	4	32	36
% Cars	89	100	89.3	95.8	82.4	83.8	100	97	97.3
Trucks	24	0	24	1	37	38	0	1	1
% Trucks	11	0	10.7	4.2	17.6	16.2	0	3	2.7

N/S Street : Route 112  
E/W Street : Simpson Road  
City/State : Saco, ME  
Weather : Clear

File Name : 1994001A  
Site Code : 19940001  
Start Date : 8/10/2023  
Page No : 6

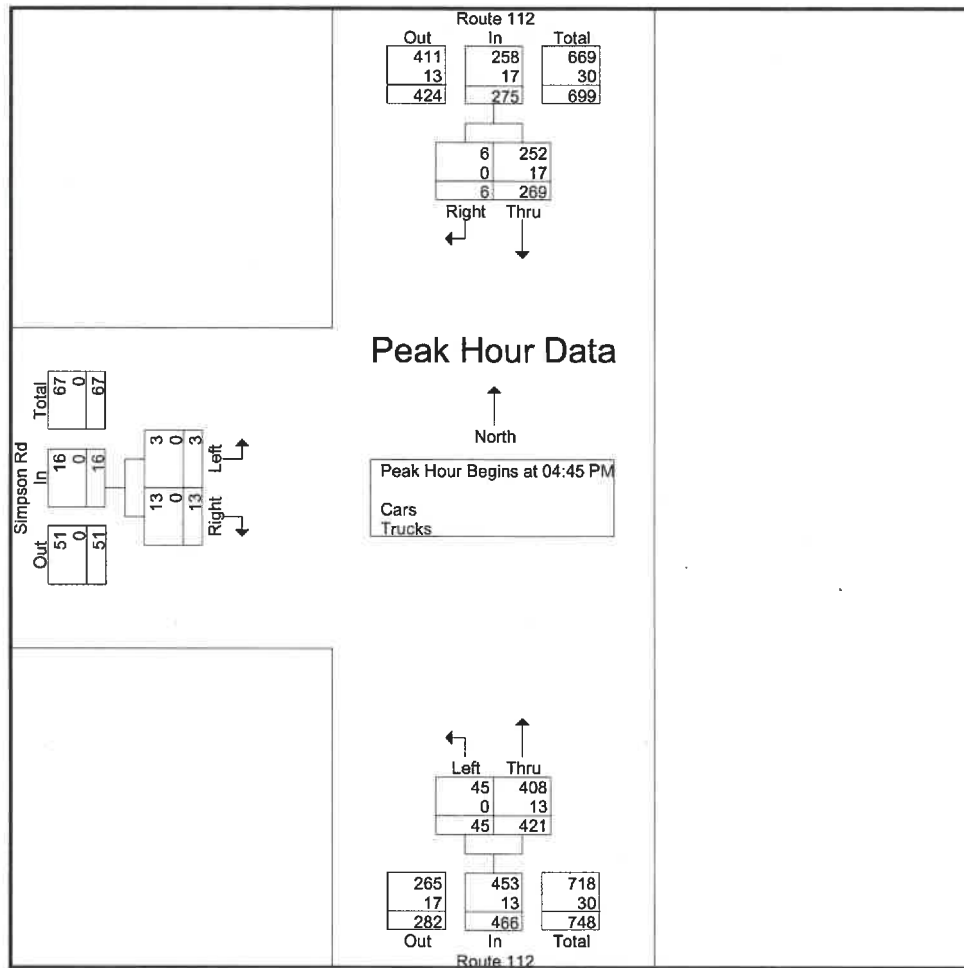


Peak Hour Analysis From 01:00 PM to 05:45 PM - Peak 1 of 1  
Peak Hour for Entire Intersection Begins at 04:45 PM

04:45 PM	69	1	70	11	132	143	0	2	2	215
05:00 PM	57	5	62	10	95	105	2	1	3	170
05:15 PM	72	0	72	11	107	118	0	6	6	196
05:30 PM	71	0	71	13	87	100	1	4	5	176
<b>Total Volume</b>	<b>269</b>	<b>6</b>	<b>275</b>	<b>45</b>	<b>421</b>	<b>466</b>	<b>3</b>	<b>13</b>	<b>16</b>	<b>757</b>
<b>% App. Total</b>	<b>97.8</b>	<b>2.2</b>		<b>9.7</b>	<b>90.3</b>		<b>18.8</b>	<b>81.2</b>		
<b>PHF</b>	<b>.934</b>	<b>.300</b>	<b>.955</b>	<b>.865</b>	<b>.797</b>	<b>.815</b>	<b>.375</b>	<b>.542</b>	<b>.667</b>	<b>.880</b>
Cars	252	6	258	45	408	453	3	13	16	727
% Cars	93.7	100	93.8	100	96.9	97.2	100	100	100	96.0
Trucks	17	0	17	0	13	13	0	0	0	30
% Trucks	6.3	0	6.2	0	3.1	2.8	0	0	0	4.0

N/S Street : Route 112  
E/W Street : Simpson Road  
City/State : Saco, ME  
Weather : Clear

File Name : 1994001A  
Site Code : 19940001  
Start Date : 8/10/2023  
Page No : 7

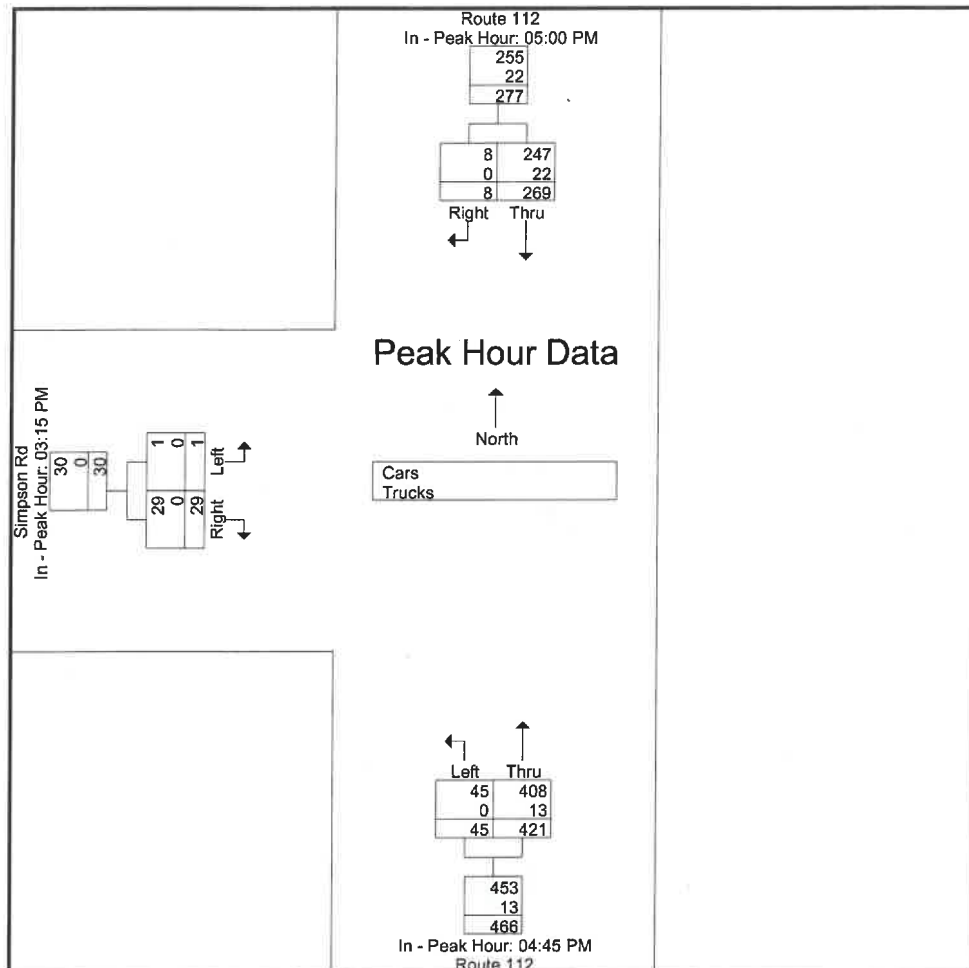


Peak Hour Analysis From 01:00 PM to 05:45 PM - Peak 1 of 1  
Peak Hour for Each Approach Begins at:

	05:00 PM			04:45 PM			03:15 PM		
+0 mins.	57	5	62	11	132	143	0	5	5
+15 mins.	72	0	72	10	95	105	0	10	10
+30 mins.	71	0	71	11	107	118	1	7	8
+45 mins.	69	3	72	13	87	100	0	7	7
Total Volume	269	8	277	45	421	466	1	29	30
% App. Total	97.1	2.9		9.7	90.3		3.3	96.7	
PHF	.934	.400	.962	.865	.797	.815	.250	.725	.750
Cars	247	8	255	45	408	453	1	29	30
% Cars	91.8	100	92.1	100	96.9	97.2	100	100	100
Trucks	22	0	22	0	13	13	0	0	0
% Trucks	8.2	0	7.9	0	3.1	2.8	0	0	0

N/S Street : Route 112  
E/W Street : Simpson Road  
City/State : Saco, ME  
Weather : Clear

File Name : 1994001A  
Site Code : 19940001  
Start Date : 8/10/2023  
Page No : 8



Route 112 and Simpson Road  
8/10/2023 - PM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

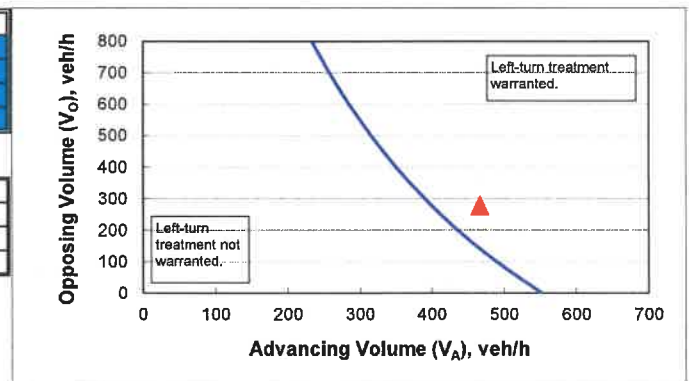
2-lane roadway (English)

INPUT

Variable	Value
85 <sup>th</sup> percentile speed, mph:	45
Percent of left-turns in advancing volume ( $V_A$ ), %:	10%
Advancing volume ( $V_A$ ), veh/h:	466
Opposing volume ( $V_O$ ), veh/h:	275

OUTPUT

Variable	Value
Limiting advancing volume ( $V_A$ ), veh/h:	400
<b>Guidance for determining the need for a major-road left-turn bay:</b>	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	6.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9



# Previous Approvals

Contract Zone Agreement between  
The Ecology School and the City of Saco  
February 1, 2016  
Amended January 29, 2018

THE CITY OF SACO HEREBY ORDAINS:

**I. Definitions:**

A. The Ecology School

- i. A 501c3 educational nonprofit organization incorporated in December 1998 in Saco, Maine. The mission of the school is to foster stewardship for the earth by reimagining education through the science of ecology and the practice of sustainability. The school's programs bring a rigorous, field-based ecology education curriculum to students, teachers and other program participants through residential programs, multi-year and day program field trips, teacher workshops and vacation programs for kids. The Schools programs provide a hands-on outdoor learning experience and the curriculum serves a growing need to provide authentic science and sustainability experiences to students in natural surroundings including varied ecosystems and farmland.

B. The City of Saco

- i. The Inhabitants of the City of Saco, within the corporate limits as now established or as hereafter established in the manner provided by law, shall continue to be a municipal corporation by the name of the "City of Saco." as initially incorporated in the State of Maine and County of York on February 18, 1867.

C. Maine Farmland Trust

- i. A statewide non-profit organization that protects farmland, supports farmers, and advances farming. Their goal is not just to protect Maine farmland, but to revitalize Maine's rural landscape by keeping agricultural lands working and helping farmers, and their communities, thrive.

**II. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and as amended, is hereby further amended by adopting this contract by and between the City of Saco and The Ecology School.**

A. The Ecology School (the "Applicant" or "School") submitted an application for a contract zone to operate an ecology education school on an approximately 105 acre parcel of land located at 184 Simpson Road, City Tax Map 121, Lot 6 and more particularly depicted on a survey attached as Exhibit A entitled "Standard Boundary Survey for Mary Merrill of the River Bend Farm Parcel (the "Property").

B. The Property is owned by Ecology Education, Inc., a Maine non-profit corporation with a mailing address of 8 Morris Avenue, Saco, Maine as reflected in a deed recorded in Book 17609 Page 484 at the York County Registry of Deeds.

- C. The Property is subject to a Conservation Easement held by the Maine Farmland Trust as reflected in the Amended and Restated Grant of Conservation Easement recorded in Book 17609, Page 452 at the York County Registry of Deeds (Attached as Exhibit C).
- D. The Applicant proposes to establish a new campus on the Property for their ecology education program for children, currently located on Ferry Beach in Saco. The School leads on-campus overnight and day programs, teaches outreach programs at schools, runs camps and publishes curriculum and field guides so that students can better understand and care for the environment.
- E. Approximately 95 acres of the Property will be maintained under the current Maine Farmland Trust conservation easement for farming, education, research and recreation purposes only. The remaining approximately 8.75+/- acres of the property not under a conservation easement will serve as a "green campus" that can accommodate up to a maximum weekly average of 120 daily participants and 120 dormitory participants in multi-day programs; with no more than 200 program participants on site, any given day, except during transitions between programs.

Weekly dormitory participants may be more than 120 individuals, staying less than 15 days, not exceeding 1,050 guest overnights weekly including participants, chaperones, and on-site staff.

In order to prevent sending participants home when overages occur, special needs groups having lower student chaperone/staff ratios, or other special events exceeding these limits - a monthly or quarterly average will be used to calculate compliance with the above stated maximums. Two concurrent non-compliant reports require a meeting attended by Code Enforcement Office, City Administrator, and TES Executive Director.

TES and Code Enforcement Office shall agree upon format of a reporting document to be emailed by the 5th of each month during first year, and quarterly thereafter by the 5th of April, July, October, and January. Code Enforcement Office shall electronically file reports and make them available for inspection upon request.

- F. The number of buildings to be permitted hereunder will be based on the lowest ecological footprint possible (including parking) but may include two dormitories of approximately 9,000 square feet each (3 stories in height) and one dining hall/kitchen/classroom space of approximately 7,000 square feet and will be built within the area of the property where new structures are permitted by the Conservation Easement.
- G. The current 1794 farm house, cemetery and other existing farm buildings will be maintained and preserved. The farm house and other farm buildings would be used for farming & education purposes, office & meeting space and housing.
- H. The property is currently located in the C-1 Conservation District under the Saco Zoning Ordinance (hereafter the "Zoning Ordinance"). The C-1 District does not presently allow, either as a permitted or a conditional use, public or private schools, but the proposed use of the property is consistent with the

other permitted uses in the C-1 zone and with the Comprehensive Plan, as more fully described in Section V(B) and (C) below.

- I. In order for the School to operate on the Property and to construct the necessary student dormitories and other administrative buildings that are essential to the School, certain amendments to the Zoning Ordinance are required.
- J. As stated in Section 230-1405.A of the Zoning Ordinance, "Occasionally, competing and incompatible land uses conflict; and traditional zoning methods and procedures such as variances, conditional use permits, and alterations to the zone boundaries are inadequate to promote desirable growth. In these special situations, more flexible and adaptable zoning methods are needed to permit differing land uses in both developed and undeveloped areas, and at the same time recognize the effects of change."
- K. Recognizing the use restrictions imposed by the Zoning Ordinance, the Applicant hereby makes application for a Contract Zone that would allow the proposed ecology school use as described above to be established and to operate on the Subject Property. Portions of the Subject Property in the Resource Protection zone shall not be subject to this Agreement, notwithstanding subsection S below, a requirement that a walking trail shall be provided along Stackpole Creek, said creek being in the RP zone.
- L. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant. Accordingly, this contract and the contract zone it creates shall not be transferable without approval of the City Council.
- M. Delivery of services/supplies shall occur between the hours of 8AM and 8PM.
- N. The Applicant shall not permit, authorize or allow parking on Simpson Road nor on the property of neighbors.
- O. To the extent that the Applicant retains any perimeter fencing, said fencing shall be either maintained or removed.
- P. The Ecology School, as part of its curriculum and educational programming, shall commit to supporting the Saco School system, in perpetuity, with at least 66% of all yearly program tuition for school year academic programs that are provided upon mutual agreement between the Saco Schools and The Ecology School. If the Ecology School program is unable to provide support at the 66% level, the value of the overall program is below \$40,000, or the Saco School system is no longer able to participate, the Ecology School will make an annual contribution of \$20,000 to the City of Saco.
- Q. A majority (51% or more) of all construction work to be done as part of the Applicant's final and approved development will be done by Maine contractors and tradesmen.
- R. The applicant shall submit evidence of financial capacity and technical ability as part of its site plan review application.

- S. TES shall provide public access down to the Saco River via a walking path along Stackpole Creek.

**III. This Contract Zone Agreement amends the Saco Zoning Ordinance as follows:**

This Contract Zone, specifically and exclusively for the Property as identified above, would allow the Applicant to establish an ecology school use in and associated with the Property, as provided for in Article 14 of the Saco Zoning Ordinance:

- A. Permitted Uses. Notwithstanding Section 410-14 of the Zoning Ordinance, as it may be amended from time to time, and in addition to the permitted and conditional uses in the C-1 District, an ecology school with residential programs, field trips, and outreach programs to schools, workshops, curriculum design, camps and events is a permitted use on the Property.
- B. New Structures. Notwithstanding the requirements in Table 412-1 of the Zoning Ordinance, the Property shall contain no more than two dormitories of up to nine thousand (9,000) square feet of Floor Area and no more than a 4,500 square foot Footprint each and height no more than thirty-five (35) feet from the highest point of the property and up to three stories in size which will be used to house up to 120 students. Also, a building of up to seven-thousand square feet of Floor Area and no more than a 7,000 square foot Footprint which will be used as a dining hall, kitchen, and classroom. Also, accessory buildings as may be needed to support the School's mission, subject to site plan review by the Planning Board. These new structures will be built within the approximately 8.75 acre parcel designated at the "Residential/Farm Area" as permitted by the conservation easement, and shall meet all other applicable requirements found in Table 412-1 of the Zoning Ordinance.
- C. Existing Agricultural Buildings. Notwithstanding Section 726 of the Zoning Ordinance, the existing agricultural buildings will be reused for residential and nonresidential purposes to support the School's mission, including for farming, education, office, meeting space and housing purposes. The existing farm structures shall be preserved and maintained as part of the School going forward.

**IV. This Contract Zone Agreement is subject to the following conditions and restrictions, as provided for in Section 230-1405.E of the Saco Zoning Ordinance:**

- A. Except as set forth above regarding the development and use of the Property, the Applicant shall adhere to all other applicable provisions of the underlying C-1 Zoning District and of the Zoning Ordinance.
- B. The City and Applicant recognize that the boundary plan submitted for contract zone review is representative of the existing site layout, but is subject to change as a result of site plan review conducted by the Planning Board for proposed future structures including dormitories and administrative and classroom buildings. If it is determined by the City that any change in use required by the Planning Board constitutes a significant change in undertakings described in this contract zone, then the Applicant shall also be required to obtain subsequent and additional City Council approval of the change.
- C. Upon approval of this contract by the City Council, the Applicant shall submit materials required for site plan review to the Planning Office. Failure of the Applicant to secure site plan approval within two years

of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event the Applicant is not able to meet this requirement due to unforeseen events, but continues to make documented progress toward establishing an ecology education school as contemplated by this Agreement, then the Council may approve a two year extension of this Agreement, if requested in writing prior to the original two year expiration date.

- D. The above stated restrictions, provisions and conditions are an essential part of this Agreement and shall run with the Property, shall bind the Applicant, their successors and assigns of the Property or any part thereof, and any party in possession or occupancy of the Property or any part thereof, and shall insure to the benefit of and be enforceable by the City, by and through its duly authorized representatives. This Agreement may not be amended except by mutual written agreement of the parties.
  - E. Breach of these conditions and restrictions by the Applicant shall constitute a breach of the contract, and the Applicant shall be required to apply for a contract modification. Failure to apply for or to obtain a modification shall constitute a zoning violation, subject to enforcement action pursuant to 30-A M.R.S.A. § 4452 as it may be amended from time to time.
  - F. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine except any conflict of laws or provisions applying laws of any other jurisdiction.
- V. Pursuant to authority found in 30-A M.R.S.A. Section 4352(8), and Section 230-1405 of the Zoning Ordinance, and by vote of the Saco Planning Board on November 10, 2015, and the Saco City Council on February 1, 2016; and, as amended, by vote of the Saco Planning Board on January 23, 2018 and, as amended by the City Council on January 29, 2018, the following findings are hereby adopted:
- A. The Property identified on City Tax Map 121, Lot 6 is a parcel of an unusual nature and location for the following reasons:
    - 1. In comparison to other land parcels in the coastal York County area, the River Bend Farm property is an unusually large and ecologically diverse 105 acre farm with a mix of woods, fields, ponds and intervals. In addition, the parcel has almost a half-mile of frontage along the Saco River.
    - 2. River Bend Farm is also unique and unusual in that approximately 96 acres of the property are subject to a conservation easement held by the Maine Farmland Trust. This land is also

partially located in the Resource Protection Zone of the Saco River Corridor, which contains numerous and additional restrictions on the use and development of the land.

3. The City is of the opinion that non-commercial, architecturally appropriate development is allowed under the conservation easement on the approximate 8.75 acres of the property. In addition, River Bend Farm in its entirety is ideally suited for educational, outdoor ecology and agricultural activities for children and provides a singularly unique location to engage both children and adults with conservation, farming and sustainability.
  4. The property contains historic farm buildings including a 1794 farmhouse, 1840's barn and an historic cemetery which The Ecology School will preserve and maintain for all times hereafter. The parcel also abuts the historic Stackpole Bridge, and thus provides additional educational opportunities for program participants.
  5. The unique combination of conserved and limited-development land along with historic farm buildings on a large and beautiful parcel with accessible river frontage, makes the property unique not only in Saco but in the whole of Southern Maine, and well suited as a location for a School committed to stewardship and educational programming regarding our environment.
- B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following goals:

#### **Chapter 5, Community Goals and Policies**

##### **B. The Local Economy**

Local Goals: To strengthen Saco's role as a service center for the region, including the industrial, commercial, office, health and medical, tourism and hospitality, education and retail.

#### **Chapter 6, Land Use Goals and Policies**

##### **Farm and Forest Land**

31. The City's policy should be to work to retain the City's farm and forest land in natural resource use while allowing the owners of this land to have reasonable use of this property...
32. The City should work proactively and in cooperation with the owners of farm and forest land to keep this land in production where possible. As part of this effort, the City should actively encourage the owners of this land to make use of the Farm and Open Space and Tree Growth Tax programs. In addition, the City should develop and help fund a program to voluntarily acquire conservation easements/leases on farmland in which the property owner agrees not to develop or subdivide the property during the term of the agreement in return for an annual payment tied to the property taxes paid on the property.
33. Within areas designated as Rural Conservation Areas, the City's land use regulations should allow for the continued operation of traditional agricultural and

forestry uses.

#### Rural Conservation Area (RC)

Vision: The Rural Conservation Area continues to be a primarily rural landscape with agricultural and other natural resource activities. Limited very-low density residential development occurs over time in a manner that preserves both the rural character of this area and large blocks of unfragmented wildlife habitat. Large scale residential developments do not occur in this area.

Allowed Uses: Uses in the Rural Conservation Area are limited to agricultural and forestry activities, other natural resource related uses, and single- and two family homes including manufactured housing units on individual lots. Limited community and commercial activities that are compatible with a rural environment are also allowed. The following types of uses are generally appropriate in this area as a permitted or conditional use: - agriculture and agriculturally related businesses - forestry and natural resource uses including extractive industries - outdoor recreational uses including campgrounds and golf courses - adult and child care facilities - bed and breakfasts - medical services - single and two-family dwellings including manufactured housing units on individual lots - small clustered residential developments that preserve habitat blocks (See Development Standards) - community facilities such as places of worship, cemeteries, and municipal facilities.

- C. The proposed use is consistent with the existing uses and permitted uses within the original zone. The original (existing) zone is the C-1 Conservation District, designated for areas which are predominantly agricultural in character. Allowed uses in the C-1 include agriculture, public parks and playgrounds, clustered residential projects, places of worship, adult day care centers, agriculturally related business uses, the reuse of existing agricultural buildings, outdoor commercial recreational facilities involving limited structural development, golf courses, campgrounds, nursery schools, day care centers, hospitals and clinics for humans, among other uses. The proposed use is consistent with the character and intensity of these and other uses.
- D. The conditions proposed are sufficient to meet the intent of Section 1403. Contract Zoning, of the Saco Zoning Ordinance.



VI. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zoning agreement into the Saco Zoning Ordinance by reference. By signing this contract, all parties agree to abide by the conditions and restrictions contained herein.

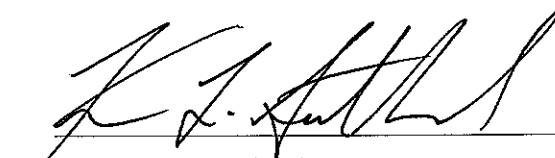
Adopted by the Saco City Council on January 29, 2018.

WITNESS:

CITY OF SACO

  
*name of witness*

By:

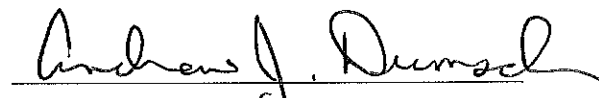
  
Kevin L. Sutherland  
City Administrator

WITNESS:

THE ECOLOGY SCHOOL

  
*name of witness*

By:

  
Andrew J. Dumsch  
Executive Director

Planning and Development  
Saco City Hall  
300 Main Street  
Saco, Maine 04072-1538



ACTION ITEM G  
Exhibit 5  
**Zach Mosher**  
City Planner  
[ZMosher@sacomaine.org](mailto:ZMosher@sacomaine.org)  
Phone: (207) 282-3487 ext.333

July 12, 2018

John Mahoney P.E.,  
Ransom Consulting, Inc.,  
400 Commercial St  
Portland Maine 04101

**Re: Site Plan Review - Ecology School, 184 Simpson Rd  
Map 121, Lot 6**

Dear Mr. Mahoney:

The Saco Planning Board reviewed the final application for The Ecology School at their June 19, 2018 meeting. Section 1102.3 of the Zoning Ordinance requires site plan review for the proposed new construction of two dormitories totaling no more than 9,000 s.f. Phase one is to include a 4,499 s.f. footprint, and phase two is to include 4,500 s.f. footprint. The commons/dining area is to include a 6,984 s.f. building. This project was also reviewed under the allowances of the contract zone approved by the City Council on Jan. 29, 2018.

The Board held public hearings through April, May and June 2018, and accepted input from several individuals.

The Board then voted to approve the application at the June 19, 2018 meeting with the noted conditions below.

Board decisions are subject to a 30-day appeal period. If you have any questions regarding the appeal process, this decision, the time limits on your approval, or the conditions of approval, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Zach Mosher".

Zach Mosher

**CONDITIONS:**

1. All work shall be in conformance with the approved plans prepared for applicant John Mahoney, P.E., on behalf of property owner Ecology Education, Inc., 8 Morris Avenue, Building One, Saco ME 04072, dated 2/1/18, revised through 4/10/18, and further reviewed by the Planning Board during meetings of May 1, June 5 and June 19, 2018. The plan set consists of twenty-three (23) sheets, details for which are found in the Findings of Fact dated June 19, 2018.
2. No deviations from the approved plans are permitted without prior approval from the Planning Board for major changes, and from the City Planner for minor changes. The determination of major or minor shall be made by the City Planner.
3. Final approval is conditioned upon compliance by the applicant with all oral commitments regarding the project which were specifically made by the applicant to the Board during its deliberations.
4. The applicant is subject to a "Contract Zone Agreement by and Between the Ecology School and the City of Saco," as approved by the City Council on Feb. 1, 2016, and again on Jan. 29, 2018.
5. The applicant shall be required to perform routine inspection and maintenance of the on-site stormwater management system as outlined in the Inspection and Maintenance Plan submitted in the bound application materials.
6. Site lighting shall adhere to the submitted plans, and comply with Section 804 requirements.
7. Permitted uses in the C-1 zone such as outbuildings associated with agricultural use are allowed, and are subject to review by the Planning and Code Departments. The determination as to whether a given proposal constitutes a major or minor amendment to the site plan shall be made by the City Planner. All new structures or buildings are subject to permitting by the Code Enforcement Office.
8. Because more than 26 people may be drinking from the water system at TES for more than 6 months of the year, a Transient Public Drinking Water Supply permit from the Maine DHHS is required. A copy of said permit shall be submitted to the Planning Department upon receipt by the applicant, and said permit shall have been granted by the DHHS prior to the applicant accepting students for programming.
9. As a condition of approval, the applicant will implement the "Innovative Traffic Management Solutions" as noted in the Traffic Impact Study. The applicant will work with the City of Saco



**Planning and Development**

Saco City Hall  
300 Main Street  
Saco, Maine 04072-1538



ACTION ITEM G

Exhibit 5

**Zach Mosher**

**City Planner**

[ZMosher@sacomaine.org](mailto:ZMosher@sacomaine.org)

Phone: (207) 282-3487 ext.333

and Maine Department of Transportation to design and construct a left turn treatment as warranted at the Simpson/Buxton Road intersection.

10. A copy of the Maine Construction General permit shall be submitted to the Planning Department prior to the start of site work.
11. Prior to work commencing, the applicant shall establish a construction inspection account equal to 3% of the base cost of the Letter of Credit.
12. To establish the Letter of Credit amount, the applicant shall provide the City with itemized, per unit cost estimates, and a construction schedule, at least one week prior to the start of site work.
13. A Letter of Credit acceptable to the City of Saco, as called for in Section 230-1110 of the Zoning Ordinance shall be submitted prior to the issuance of permits or site work being initiated. The financial guarantee shall be established for 150% of the cost of the following improvements: landscaping, paving, work within ROW, utility installation, drainage, loam & seed, sediment & erosion control, plus what may be determined by the Board or staff. The Letter of Credit shall be maintained for the duration of the project.
14. No permits shall be granted nor shall work commence until one mylar set and three paper sets of the final plans have been received by the Planning Office.
15. Prior to any construction activities, the applicant and contractor shall meet with the City Engineer and City Planner to review plans, inspection schedules and erosion control practices.
16. All proposed landscaping shall be installed before occupancy, or within six months if occupancy occurs during the winter. Financial security suitable to the city, in the form of an escrow account, a bond, or an irrevocable letter of credit, equivalent to 30 percent of the value of the plantings shall be maintained for a period of 18 months after planting. All plantings shall be watered regularly during their first year and maintained permanently in good growing condition as an effective visual screen. Shrubs or trees which die shall be replaced within one growing season with new shrubs or trees to ensure continued compliance with applicable landscaping requirements. (Sec. 708-3.9(f))
17. The approved site plan set shall be provided on disk in an AutoCAD format and as a PDF prior to a pre-construction meeting being held.

18. At the completion of the project, a written request shall be submitted for final inspection and release of the Letter of Credit and inspection account. Upon receipt of this written request, the City Planner shall circulate the request to all City departments that were involved in the initial review of the project. Final review of the project by the Public Works Department and the City's consulting engineering firm shall be completed.
19. As-built plans shall be submitted prior to the final release of the financial guarantee. As-built plans shall include one complete mylar, three paper copies, and electronic copies on disc or via e-mail in an AutoCAD format and as a PDF.
20. If substantial construction is not commenced within twelve (12) months of this approval, the approval shall be null and void, as called for in Sec. 230-1111 of the Zoning Ordinance. This deadline may be extended for two additional twelve-month periods upon written request to the Planning Department, provided such requests are made prior to the expiration of the original approval period.

cc: R. Lambert, D. Clavette

**Planning and Development**  
Saco City Hall  
300 Main Street  
Saco, Maine 04072-1538



**Emily Cole-Prescott**  
**City Planner**  
[Eprescott@sacomaine.org](mailto:Eprescott@sacomaine.org)  
Phone: (207) 282-3487 ext.357

November 7, 2019

Mr. Drew Dumsch  
The Ecology School  
184 Simpson Road  
Saco, ME 04072  
[drew@theecologyschool.org](mailto:drew@theecologyschool.org)

Mr. John Mahoney  
Ransom Consulting Inc.  
400 Commercial Street, Suite 404  
Portland, ME 04101  
[john.mahoney@ransomenv.com](mailto:john.mahoney@ransomenv.com)

Re: 184 Simpson Road (Map 121 Lot 6): PB#19133: Site Plan Amendment – Revisions to previously approved 2018 site plan

Dear Mr. Dumsch and Mr. Mahoney,

Thank you for your site plan amendment submission to revise the originally approved site plan. On November 5, 2019, the Planning Board found your application for site plan amendment complete, heard your presentation, and held a public hearing. Several members of the public chose to speak about the application, noting concerns of the second well on site and asking questions about timing of approval and contract zone.\* After closing the public hearing and further review of the revisions, the Board voted to approve the site plan amendment per the enclosed findings of fact and conditions of approval.

Appeals to Planning Board decisions are governed by Section 230-1114 of the City's ordinances.

The next steps are to fulfill remaining conditions of approval. Please feel free to contact the Planning & Development Department with any questions.

Sincerely,

A handwritten signature in black ink that reads "Emily L. Cole-Prescott". The signature is written in a cursive, flowing style.

Emily Cole-Prescott  
City Planner

Cc: Planning & Development Review Committee

*\*This brief description is not meant to provide full details of comments. Please refer to meeting recording on the City's website for full details.*

Saco Planning Board  
Findings of Fact  
Site Plan Review – Amendment  
184 Simpson Road  
Map 121 Lot 6  
November 5, 2019

1. The owner is Ecology Education, Inc., 184 Simpson Road, Saco, ME, 04072.
2. The agent for the project is John Mahoney, Ransom Consulting, Inc., 400 Commercial Street, Suite 404, Portland, ME 04101.
3. The applicant has demonstrated right, title and interest based on deed filed on the York County Registry, Book 17609 Page 484.
4. The applicant proposes several amendments to the site plan that was originally approved by the Planning Board on June 19, 2018. These revisions include the following and are shown on the site plan set revised through October 15, 2019:
  - a) Addition of a 384 square ft. agricultural outbuilding for utility purposes
  - b) Addition of a 48 square ft. garden shed for storage
  - c) Addition of a 34,000 gallon above-ground water tank near the dorms
  - d) Utility detail revisions in response to city staff's comments, addition of second well & detailed septic system design
  - e) Revisions to access drive to reduce steep grades and culvert replacement to better accommodate access to and from the site
  - f) Revisions to proposed parking areas
  - g) Details of proposed solar arrays have been finalized
  - h) Removal of fire access to future phase two dorm, not anticipated for construction at this time
5. The Planning & Development Department received the site plan amendment materials on October 4, 2019 with revisions submitted through October 15, 2019, and scheduled the revised site plans for review at the November 5, 2019 Planning Board meeting. Notification letters to property owners were sent, the public hearing notice was published in *The Portland Press*, and the notice period was met in conformance with ordinance requirements.
6. The Planning Board found the application for site plan amendment complete at its regular meeting on November 5, 2019. At the meeting, the Board held a public hearing and received public comment about the application.
7. The Planning Board has considered the following criteria from Saco's Site Plan Review ordinance, and makes the following findings, per Section 230-1106:
  - a. *General. The proposed use will meet the specific requirements set forth in this chapter, other local ordinances, and will be in compliance with applicable state or federal laws.* The proposal as presented complies with ordinances, state and federal laws.
  - b. *Compatibility with neighboring buildings. The bulk, location, and height of proposed buildings and structures shall be compatible with neighboring properties.* The proposed revisions to the site are compatible with the original approval. The bulk, location, and height of the proposed structures are compatible with structures in the zone.
  - c. *Natural features. The building and other improvements shall be oriented with respect to the natural features of the site, preserve the natural landscape insofar as practical, and minimize grade changes.* The site has been designed with consideration of natural features. The applicant has worked through several revisions that have considered natural features in site design.

- d. *Public safety. The proposed use will provide adequate access to the site, and to the buildings on the site, for emergency vehicles at all times of the year and will not create fire safety hazards or other safety hazards.* Public safety concerns were considered, and the site has been designed to accommodate adequate access to the buildings and for emergency vehicles and other fire safety hazards.
- e. *Lighting. The proposed exterior lighting will not create glare, or create hazards to motorists traveling on adjacent public streets, is adequate for the safety of occupants or users of the site, and will not damage the value and diminish the usability of adjacent properties.* Lighting was reviewed as part of the June 2018 approval.
- f. *Landscaping. The provisions for buffers, screens and on-site landscaping will minimize the impact of detrimental features of the proposed use on neighboring property, shall define, soften, or screen the appearance of parking areas from public rights-of-way and abutting properties, and shall meet the specific requirements of §§ 230-708 and 230-807.* No changes to landscaping are proposed.
- g. *Off-site impacts. The proposed use will not have a significant detrimental effect on the use and peaceful enjoyment of abutting property as a result of noise, vibrations, fumes, odors, dust, or other cause and shall meet the standards of this chapter and other City ordinances regulating these impacts.* The Board did not find any concerns with off-site impacts based on the original approval. Proposed revisions are not anticipated to cause any impacts relative to noise, vibrations, fumes, odors, etc.
- h. *Vehicle circulation and pedestrian access. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets will not create hazardous and unsafe conditions and are designed in accordance with the standards of Article VII of this chapter.* The design does not present hazardous conditions for vehicular circulation and pedestrian access. The applicant has improved the previously approved site access drive to better accommodate vehicular traffic.
- i. *Flood hazards. The design of the site will be in conformance with applicable flood hazard protection requirements.* The developable portion of the property is not located in a floodplain.
- j. *Wastewater. Adequate provision has been made for disposal of wastewater.* The applicant has received approval from the State of Maine for its proposed on-site septic system. The Code Enforcement Department has also reviewed these records and worked with the applicant on permitting requirements.
- k. *Solid waste. Adequate provision has been made for the disposal of solid waste as required by state law and local ordinance, including provisions for recycling, as reviewed during the September 2018 site plan approval.*
- l. *Erosion controls. Adequate provision has been made to control erosion or sedimentation, and the standards of § 230-806 shall be followed.* The plan set adequately addresses erosion controls, based on the original approval.
- m. *Drainage. Adequate provision has been made to manage stormwater runoff and other drainage problems on the site, and the plan conforms with § 230-805. If the post-development runoff rate exceeds the predevelopment runoff rate, on-site mitigation measures, such as detention basins or flow restrictors, shall be required, unless it is demonstrated that the increase has no adverse impact to the downstream conditions.* Adequate provision has been made for drainage, based on original approval and subsequent site revisions reviewed by the City Engineer.
- n. *Water supply. The proposed water supply will meet the demands of the proposed use and the demands for fire protection purposes and will not cause a degradation of service in the area.* The applicant has added a 34,000-gallon above-ground water tank to the site to accommodate water supply for the proposal. A condition addresses State Fire Marshal approval of the fire sprinkler system.
- o. *Hazardous materials. Adequate provision has been made for the transportation, storage and disposal of hazardous substances and materials, as defined by state and federal law and City ordinance.* No hazardous materials proposed on site.



- p. *Wildlife, scenery, and unique and critical areas.* The proposed use will not have an adverse impact on significant scenic vistas or on significant wildlife habitats or identified unique and critical natural areas that could be avoided by reasonable modification of the plan. There is no additional proposed impact from the June 2018 approval.
- q. *Traffic conditions.* The use will not cause unreasonable safety hazards on public roads and will not result in a decrease in level of service below LOS D at intersections. The Board may consider a lower level of service at unsignalized intersections, provided further physical improvements cannot be made to improve the level of service, and provided that warrants for a traffic signal are not met, or signal installation is not desirable, and the Board finds that adequate provisions for safety can be attained through imposing conditions of approval such as restrictions including one-way driveways and/or prohibiting certain turning movements, construction of turning lanes, sidewalks, bicycle paths, or other improvements, payment of a traffic mitigation fee, or through a program of transportation demand management measures. The Board reviewed the traffic information presented in June 2018 and found it acceptable at that time. The applicant is in process of designing a turn lane per conditions of original approval.

Saco Planning Board  
Conditions of Approval  
Site Plan – Amendment  
184 Simpson Road  
Map 121 Lot 6  
November 5, 2019

1. All conditions as approved by the Planning Board at their June 19, 2018 meeting and that are in effect per the contract zone agreement remain in effect with this amendment approval. Fulfilled conditions are as noted in the summary of condition compliance.
2. Final sprinkler system design shall be presented to the Fire Department, Code Enforcement Department, State Fire Marshal's Office and Planning & Development Department. The design and water capacity will need to be found appropriate for the site to the satisfaction of the State and local reviewers before any building permit is issued for the site.

**Planning & Economic  
Development**

Saco City Hall  
300 Main Street  
Saco, Maine 04072-1538



**Robert Hamblen**  
**City Planner**

[RHamblen@sacomaine.org](mailto:RHamblen@sacomaine.org)  
Phone: (207) 282-3487 ext.357

November 4, 2020

Mr. Drew Dumsch  
The Ecology School  
184 Simpson Road  
Saco, ME 04072  
[drew@theecologyschool.org](mailto:drew@theecologyschool.org)

Mr. John Mahoney  
Ransom Consulting Inc.  
400 Commercial Street, Suite 404  
Portland, ME 04101  
[john.mahoney@ransomenv.com](mailto:john.mahoney@ransomenv.com)

Re: 184 Simpson Road (Map 121 Lot 6): Site Plan Amendment – Revisions to previously approved 2018 site plan and 2019 amended site plan

Dear Mr. Dumsch and Mr. Mahoney,

Thank you for your site plan amendment submission to revise the originally approved site plan, recognizing also that the 2018 site plan was amended based on your application in late 2019. On November 3, 2020, the Planning Board found your application for site plan amendment complete, heard your presentation, and held a public hearing. A member of the public chose to speak about the application, noting concerns with the proposed parking, and the left turn lane required on Rte. 112. After closing the public hearing and further review of the revisions, the Board voted to approve the site plan amendments per the enclosed findings of fact and conditions of approval.

Appeals to Planning Board decisions are governed by Section 230-1114 of the City's ordinances. Please feel free to contact the Planning & Development Department with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert H. Hamblen", written over a horizontal line.

Robert H. Hamblen  
City Planner

Cc: Planning & Development Review Committee

Saco Planning Board  
Findings of Fact  
Site Plan Amendments  
184 Simpson Road  
Map 121 Lot 6  
November 3, 2020

1. The owner is Ecology Education, Inc., 184 Simpson Road, Saco, ME, 04072.
2. The agent for the project is John Mahoney, Ransom Consulting, Inc., 400 Commercial Street, Suite 404, Portland, ME 04101.
3. The applicant has demonstrated right, title and interest based on deed filed on the York County Registry, Book 17609 Page 484.
4. The applicant proposes three amendments to the site plan that was originally approved by the Planning Board on June 19, 2018, and amended on November 5, 2019. These revisions include the following and are shown on Sheets C-3. Site Utility Plan, and C-4. Driveway Plan, revised through 9/15/20:
  - a) Removal of two hydrants as requested by the applicant,
  - b) Add a 21-space parking area along the gravel access drive required by CMP, which would provide trailhead parking for the Mary Merrill Trail, to be constructed by Saco Bay Trails per a condition of the contract zone, and for overflow parking for educational events.
  - c) A requested amendment to Condition of Approval #9 from the 2018 site plan approval (proposed language is underlined): “The applicant will work with the City of Saco and Maine Department of Transportation to design and construct a left turn treatment at the Simpson Road/Buxton Road intersection as warranted by the Ecology School’s current programming or by the end of 2023, whichever comes first.” (See item 8 below for the Board’s action on the requested amendments).
5. The Planning & Development Department received the site plan amendment materials on Sept. 17, 2020, and scheduled the revised site plan for review at the October 20, 2020 Planning Board meeting. Notification letters to property owners were sent, the public hearing notice was published in *The Portland Press Herald*, and the notice period was met in conformance with ordinance requirements.
6. Nonetheless, the Board chose to delay review of the application until its November 3, 2020 meeting in order to afford the public a more generous notification period.
7. The Planning Board found the application for site plan amendment complete at its regular meeting of November 3, 2020. At the meeting, the Board held a public hearing and received public comment about the application.
8. The Board then acted on the three separate amendments as follows:
  - a) The request to remove two hydrants from the approved site plan was approved.
  - b) The request for clarification of Condition of Approval #9 re: a turning lane at the intersection of Buxton Road and Simpson Road was approved; see amended COA #9 in the Conditions of Approval dated 11/3/2020.
  - c) The request to add 21 parking spaces for the proposed trail and for event parking was amended to 12 spaces, and approved. See the Conditions of Approval dated 11/3/2020.
9. The Planning Board has considered the following criteria from Saco’s Site Plan Review ordinance, and makes the following findings, per Section 230-1106:
  - 1) *General. The proposed use will meet the specific requirements set forth in this chapter, other local ordinances, and will be in compliance with applicable state or federal laws.* The proposed amendments as presented comply with ordinances, state and federal laws.

- 2) *Compatibility with neighboring buildings.* The bulk, location, and height of proposed buildings and structures shall be compatible with neighboring properties. The proposed revisions to the site plan are compatible with the original approval. The bulk, location, and height of the proposed structures are compatible with structures in the zone and no amendments are proposed which affect proposed buildings and structures.
- 3) *Natural features.* The building and other improvements shall be oriented with respect to the natural features of the site, preserve the natural landscape insofar as practical, and minimize grade changes. The site has been designed with consideration of natural features. The applicant has worked through several revisions that have considered natural features in site design.
- 4) *Public safety.* The proposed use will provide adequate access to the site, and to the buildings on the site, for emergency vehicles at all times of the year and will not create fire safety hazards or other safety hazards. Public safety concerns were considered, and the site has been designed to accommodate adequate access to the buildings and for emergency vehicles and other fire safety hazards.
- 5) *Lighting.* The proposed exterior lighting will not create glare, or create hazards to motorists traveling on adjacent public streets, is adequate for the safety of occupants or users of the site, and will not damage the value and diminish the usability of adjacent properties. Lighting was reviewed and accepted as part of the June 2018 approval.
- 6) *Landscaping.* The provisions for buffers, screens and on-site landscaping will minimize the impact of detrimental features of the proposed use on neighboring property, shall define, soften, or screen the appearance of parking areas from public rights-of-way and abutting properties, and shall meet the specific requirements of §§ 230-708 and 230-807. Landscaping and buffers were reviewed and accepted as part of the June 2018 approval.
- 7) *Off-site impacts.* The proposed use will not have a significant detrimental effect on the use and peaceful enjoyment of abutting property as a result of noise, vibrations, fumes, odors, dust, or other cause and shall meet the standards of this chapter and other City ordinances regulating these impacts. The Board did not find any concerns with off-site impacts based on the original approval. Proposed revisions are not anticipated to cause any impacts relative to noise, vibrations, fumes, odors, etc.
- 8) *Vehicle circulation and pedestrian access.* The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets will not create hazardous and unsafe conditions and are designed in accordance with the standards of Article VII of this chapter. The design does not present hazardous conditions for vehicular circulation and pedestrian access. The applicant has improved the previously approved site access drive to better accommodate vehicular traffic. A trail is proposed for pedestrian use for construction by Saco Bay Trails in compliance with the contract zone.
- 9) *Flood hazards.* The design of the site will be in conformance with applicable flood hazard protection requirements. The developed portion of the property is not located in a floodplain.
- 10) *Wastewater.* Adequate provision has been made for disposal of wastewater. The applicant has received approval from the State of Maine for its proposed on-site septic system. The Code Enforcement Department has also reviewed these records and worked with the applicant on permitting requirements.
- 11) *Solid waste.* Adequate provision has been made for the disposal of solid waste as required by state law and local ordinance, including provisions for recycling, as reviewed during the June 2018 site plan approval.
- 12) *Erosion controls.* Adequate provision has been made to control erosion or sedimentation, and the standards of § 230-806 shall be followed. The plan set adequately addresses erosion controls, based on the original approval.
- 13) *Drainage.* Adequate provision has been made to manage stormwater runoff and other drainage problems on the site, and the plan conforms with § 230-805. If the post-development runoff rate exceeds the

*predevelopment runoff rate, on-site mitigation measures, such as detention basins or flow restrictors, shall be required, unless it is demonstrated that the increase has no adverse impact to the downstream conditions.*

Adequate provision has been made for drainage, based on original approval and subsequent site revisions reviewed by the City Engineer.

- 14) *Water supply. The proposed water supply will meet the demands of the proposed use and the demands for fire protection purposes and will not cause a degradation of service in the area.* The applicant has added a 34,000-gallon above-ground water tank to the site to accommodate water supply for the proposal. This addition will allow the site to meet demand for water supply for fire protection purposes.
- 15) *Hazardous materials. Adequate provision has been made for the transportation, storage and disposal of hazardous substances and materials, as defined by state and federal law and City ordinance.* No hazardous materials proposed on site.
- 16) *Wildlife, scenery, and unique and critical areas. The proposed use will not have an adverse impact on significant scenic vistas or on significant wildlife habitats or identified unique and critical natural areas that could be avoided by reasonable modification of the plan.* There is no additional proposed impact from the June 2018 approval.
- 17) *Traffic conditions. The use will not cause unreasonable safety hazards on public roads and will not result in a decrease in level of service below LOS D at intersections. The Board may consider a lower level of service at unsignalized intersections, provided further physical improvements cannot be made to improve the level of service, and provided that warrants for a traffic signal are not met, or signal installation is not desirable, and the Board finds that adequate provisions for safety can be attained through imposing conditions of approval such as restrictions including one-way driveways and/or prohibiting certain turning movements, construction of turning lanes, sidewalks, bicycle paths, or other improvements, payment of a traffic mitigation fee, or through a program of transportation demand management measures.* The Board reviewed the traffic information presented in June 2018 and found it acceptable at that time, which included a Condition of Approval that a left turn lane be installed at the intersection of Simpson and Buxton Roads. The current amendments include a request that construction of the turn lane be allowed to be delayed until 2023, which the Board responded to with the revised Conditions of Approval, below.

Saco Planning Board  
Conditions of Approval  
Site Plan – Amendment  
184 Simpson Road  
Map 121 Lot 6  
November 3, 2020

1. All conditions as approved by the Planning Board at its June 19, 2018 meeting and that are in effect per the contract zone agreement remain in effect with this amendment approval, with the exception of COA #9, which was amended by the Board as follows at the 11/3/20 meeting:
9. The applicant will implement the “Innovate Traffic Management Solutions” as noted in the Traffic Impact Study. The applicant will work with the City of Saco and Maine Department of Transportation to design and construct a left turn treatment at the Simpson Road/Buxton Road intersection as warranted by the Ecology School’s current programming, or by May 1, 2022, whichever comes first.

During design and construction, monitoring of traffic volumes by an independent third party shall continue. The applicant shall amend its programming to ensure that vehicle trips generated by the Ecology School stay under warrant volumes.

Quarterly monitoring counts shall be conducted by a third party in order to determine whether actual numbers of trips are within the proposed allowances. The count dates shall be selected to coincide with The Ecology School's busier periods based upon the information submitted, and shall include the more critical late afternoon-evening period. The peer review entity conducting the monitoring counts on behalf of the City shall schedule count dates without consulting or advising The Ecology School so as to avoid influencing results. The costs of all peer review work shall be borne by the applicant. The monitoring data shall be submitted to the Planning Department, which in turn shall provide the data to the Planning Board for review.

2. The proposed parking area is approved with twelve (12) spaces rather than the requested 21. There shall be no lighting of the parking area. The parking area shall maintain dawn to dusk operating hours. A chain, farm gate or equivalent shall be used to close the lot after hours.

###

## Memorandum of Agreement

NOW COME the Parties, the City of Saco, a Maine Municipal Corporation, 300 Main Street, Saco, Maine (the "City") and Ecology Education, Inc., a Maine Educational Non-Profit, 184 Simpson Road, Saco, Maine operating under the assumed name "The Ecology School," herein after referred to as ("TES") who state and agree as follows:

WHEREAS, TES offers educational programing for individuals and students at its campus on Simpson Road in Saco; and

WHEREAS, the Covid-19 virus has since March 2020 substantially interfered with TES's ability to provide its usual educational programming; and

WHEREAS, TES and the City have previously entered into a Contract Zone Agreement as amended on January 29, 2018, that obligates TES to either provide Saco City Schools with educational programming valued at \$40,000.00 or pay a direct fee payment of \$20,000.00 every year; and

WHEREAS, TES has been unable since March 2020 to provide programing for Saco Schools due to Covid-19, and as the required payment of \$20,000.00 would be financially burdensome to TES at a time when its operations are still compromised due to Covid-19;

NOW THEREFORE the Parties agree as follows:

1. Carry-over. TES covenants it will for the 2021-2022 school year, and for seven (7) additional school years thereafter, deliver an additional five thousand dollars (\$5,000.00) in programing services (8 years x \$5,000.00 = \$40,000.00) to the Saco School system beyond the customary obligation (\$40,000.00) described in Section II P of the Contract Zone Agreement, The carry-over described in this section shall satisfy the obligations of the Contract Zone Agreement for the 2020 calendar year unless otherwise waived as provided in Section 4 below.

2. Added Recipients. If Saco Schools are amenable, TES may deliver the additional programing services described hereinabove to the use and benefit of Saco Recreation Department for its programs/consumers.

3. Credit for Overpayment. Should TES deliver more than the required annual amount, plus any carry over described in Section 1 above, the additional services will be credited to TES as against future programming requirements.

4. Covid Continuation. If the Covid-19 virus continues to materially interfere with and limit programming and operations of TES beyond May 30, 2021, and TES establishes to the satisfaction of the City that it cannot provide services over the summer and fall of 2021, the Parties agree the requirements of Section II P of the Contract Zone Agreement for calendar year 2020 only shall be waived in their entirety but obligations as to calendar year 2021, and years thereafter shall remain in force and effect.

Dated at Saco, Maine this 26<sup>th</sup> day of January 2021

WITNESS:

Victoria Gorman  
Signature

Victoria Gorman  
Print name

CITY OF SACO:

Bryan Kaenrath  
Bryan Kaenrath  
City Administrator

WITNESS:

Rob  
Signature

Rich O'Brien  
Print name

ECOLOGY EDUCATION, INC:

Andrew J. Dumsch  
Andrew J. Dumsch  
Executive Director



April 28, 2022

Drew Dumsch  
The Ecology School  
184 Simpson Road  
Saco, ME 04072  
[mezoiandevelopment@gmail.com](mailto:mezoiandevelopment@gmail.com)

Re: Approval, Site Plan Amendment – 184 Simpson Road, The Ecology School  
Tax Map 121 Lot 6

Dear Mr. Dumsch:

The Saco Planning Board reviewed the above-referenced Site Plan Amendment application you submitted to obtain Board approval of 4 yurts with wooden platforms and walkways that were constructed on the property and to extend the deadline to fulfill Condition 9 from the previous Site Plan approval(s) to November 1, 2025. After holding public hearings on this application on April 5 and April 26, 2022, the Planning Board voted 7-0 to **APPROVE** this application with no changes to the Findings of Fact that were made during the previous site plan amendment, which was approved by Saco's Planning Board on November 3, 2020.

The Conditions of Approval from the November 4, 2020 decision document remain in effect, except for an amendment to Condition 9 which extends the deadline to construct a turn lane at the Simpson Road/ Buxton Road intersection from May 1, 2022 to November 1, 2025 as follows:

9. The applicant will implement the "Innovative Traffic Management Solutions" as noted in the Traffic Impact Study. The applicant will work with the City of Saco and Maine Department of Transportation to design and construct a left turn treatment at the Simpson Road/ Buxton Road intersection as warranted by the Ecology School's current programming, or by ~~May 1, 2022~~, November 1, 2025, whichever comes first.

During design and construction, monitoring of traffic volumes by an independent third party shall continue. The applicant shall amend its programming to ensure that vehicle trips generated by the Ecology School stay under warrant volumes.

Quarterly monitoring counts shall be conducted by a third party in order to determine whether actual numbers of trips are within the proposed allowances. The count dates shall be selected to coincide with The Ecology School's busier periods based upon the information submitted, and shall include the more critical late afternoon-evening period. The peer review entity conducting the monitoring counts on behalf of the City shall schedule count dates without consulting or advising The Ecology School so as to avoid influencing results. The costs of all peer review work shall be borne by the applicant. The monitoring data shall be submitted to

the Planning Department, which in turn shall provide the data to the Planning Board for review

Please find attached the Findings of Fact and Conditions of Approval that were approved for this project in 2020 for your reference. Appeals to Planning Board decisions on site plan applications must be made to the Superior Court within 30 days of the planning board's decision. Please do not hesitate to contact me with any questions related to this approval or other matters related to your project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Garnham". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

Jason Garnham, AICP  
City Planner

Cc: Dave Twomey, Code Enforcement Office  
Joe Laverriere, City Engineer  
Kate Kern, Deputy Assessor  
Lisa Harmon, Planning Coordinator

Saco Planning Board  
Findings of Fact  
Site Plan Amendments  
184 Simpson Road  
Map 121 Lot 6  
November 3, 2020

1. The owner is Ecology Education, Inc., 184 Simpson Road, Saco, ME, 04072.
2. The agent for the project is John Mahoney, Ransom Consulting, Inc., 400 Commercial Street, Suite 404, Portland, ME 04101.
3. The applicant has demonstrated right, title and interest based on deed filed on the York County Registry, Book 17609 Page 484.
4. The applicant proposes three amendments to the site plan that was originally approved by the Planning Board on June 19, 2018, and amended on November 5, 2019. These revisions include the following and are shown on Sheets C-3. Site Utility Plan, and C-4. Driveway Plan, revised through 9/15/20:
  - a) Removal of two hydrants as requested by the applicant,
  - b) Add a 21-space parking area along the gravel access drive required by CMP, which would provide trailhead parking for the Mary Merrill Trail, to be constructed by Saco Bay Trails per a condition of the contract zone, and for overflow parking for educational events.
  - c) A requested amendment to Condition of Approval #9 from the 2018 site plan approval (proposed language is underlined): “The applicant will work with the City of Saco and Maine Department of Transportation to design and construct a left turn treatment at the Simpson Road/Buxton Road intersection as warranted by the Ecology School’s current programming or by the end of 2023, whichever comes first.” (See item 8 below for the Board’s action on the requested amendments).
5. The Planning & Development Department received the site plan amendment materials on Sept. 17, 2020, and scheduled the revised site plan for review at the October 20, 2020 Planning Board meeting. Notification letters to property owners were sent, the public hearing notice was published in *The Portland Press Herald*, and the notice period was met in conformance with ordinance requirements.
6. Nonetheless, the Board chose to delay review of the application until its November 3, 2020 meeting in order to afford the public a more generous notification period.
7. The Planning Board found the application for site plan amendment complete at its regular meeting of November 3, 2020. At the meeting, the Board held a public hearing and received public comment about the application.
8. The Board then acted on the three separate amendments as follows:
  - a) The request to remove two hydrants from the approved site plan was approved.
  - b) The request for clarification of Condition of Approval #9 re: a turning lane at the intersection of Buxton Road and Simpson Road was approved; see amended COA #9 in the Conditions of Approval dated 11/3/2020.
  - c) The request to add 21 parking spaces for the proposed trail and for event parking was amended to 12 spaces, and approved. See the Conditions of Approval dated 11/3/2020.
9. The Planning Board has considered the following criteria from Saco’s Site Plan Review ordinance, and makes the following findings, per Section 230-1106:
  - 1) *General. The proposed use will meet the specific requirements set forth in this chapter, other local ordinances, and will be in compliance with applicable state or federal laws.* The proposed amendments as presented comply with ordinances, state and federal laws.

- 2) *Compatibility with neighboring buildings.* The bulk, location, and height of proposed buildings and structures shall be compatible with neighboring properties. The proposed revisions to the site plan are compatible with the original approval. The bulk, location, and height of the proposed structures are compatible with structures in the zone and no amendments are proposed which affect proposed buildings and structures.
- 3) *Natural features.* The building and other improvements shall be oriented with respect to the natural features of the site, preserve the natural landscape insofar as practical, and minimize grade changes. The site has been designed with consideration of natural features. The applicant has worked through several revisions that have considered natural features in site design.
- 4) *Public safety.* The proposed use will provide adequate access to the site, and to the buildings on the site, for emergency vehicles at all times of the year and will not create fire safety hazards or other safety hazards. Public safety concerns were considered, and the site has been designed to accommodate adequate access to the buildings and for emergency vehicles and other fire safety hazards.
- 5) *Lighting.* The proposed exterior lighting will not create glare, or create hazards to motorists traveling on adjacent public streets, is adequate for the safety of occupants or users of the site, and will not damage the value and diminish the usability of adjacent properties. Lighting was reviewed and accepted as part of the June 2018 approval.
- 6) *Landscaping.* The provisions for buffers, screens and on-site landscaping will minimize the impact of detrimental features of the proposed use on neighboring property, shall define, soften, or screen the appearance of parking areas from public rights-of-way and abutting properties, and shall meet the specific requirements of §§ 230-708 and 230-807. Landscaping and buffers were reviewed and accepted as part of the June 2018 approval.
- 7) *Off-site impacts.* The proposed use will not have a significant detrimental effect on the use and peaceful enjoyment of abutting property as a result of noise, vibrations, fumes, odors, dust, or other cause and shall meet the standards of this chapter and other City ordinances regulating these impacts. The Board did not find any concerns with off-site impacts based on the original approval. Proposed revisions are not anticipated to cause any impacts relative to noise, vibrations, fumes, odors, etc.
- 8) *Vehicle circulation and pedestrian access.* The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets will not create hazardous and unsafe conditions and are designed in accordance with the standards of Article VII of this chapter. The design does not present hazardous conditions for vehicular circulation and pedestrian access. The applicant has improved the previously approved site access drive to better accommodate vehicular traffic. A trail is proposed for pedestrian use for construction by Saco Bay Trails in compliance with the contract zone.
- 9) *Flood hazards.* The design of the site will be in conformance with applicable flood hazard protection requirements. The developed portion of the property is not located in a floodplain.
- 10) *Wastewater.* Adequate provision has been made for disposal of wastewater. The applicant has received approval from the State of Maine for its proposed on-site septic system. The Code Enforcement Department has also reviewed these records and worked with the applicant on permitting requirements.
- 11) *Solid waste.* Adequate provision has been made for the disposal of solid waste as required by state law and local ordinance, including provisions for recycling, as reviewed during the June 2018 site plan approval.
- 12) *Erosion controls.* Adequate provision has been made to control erosion or sedimentation, and the standards of § 230-806 shall be followed. The plan set adequately addresses erosion controls, based on the original approval.
- 13) *Drainage.* Adequate provision has been made to manage stormwater runoff and other drainage problems on the site, and the plan conforms with § 230-805. If the post-development runoff rate exceeds the

*predevelopment runoff rate, on-site mitigation measures, such as detention basins or flow restrictors, shall be required, unless it is demonstrated that the increase has no adverse impact to the downstream conditions.*

Adequate provision has been made for drainage, based on original approval and subsequent site revisions reviewed by the City Engineer.

- 14) *Water supply. The proposed water supply will meet the demands of the proposed use and the demands for fire protection purposes and will not cause a degradation of service in the area. The applicant has added a 34,000-gallon above-ground water tank to the site to accommodate water supply for the proposal. This addition will allow the site to meet demand for water supply for fire protection purposes.*
- 15) *Hazardous materials. Adequate provision has been made for the transportation, storage and disposal of hazardous substances and materials, as defined by state and federal law and City ordinance. No hazardous materials proposed on site.*
- 16) *Wildlife, scenery, and unique and critical areas. The proposed use will not have an adverse impact on significant scenic vistas or on significant wildlife habitats or identified unique and critical natural areas that could be avoided by reasonable modification of the plan. There is no additional proposed impact from the June 2018 approval.*
- 17) *Traffic conditions. The use will not cause unreasonable safety hazards on public roads and will not result in a decrease in level of service below LOS D at intersections. The Board may consider a lower level of service at unsignalized intersections, provided further physical improvements cannot be made to improve the level of service, and provided that warrants for a traffic signal are not met, or signal installation is not desirable, and the Board finds that adequate provisions for safety can be attained through imposing conditions of approval such as restrictions including one-way driveways and/or prohibiting certain turning movements, construction of turning lanes, sidewalks, bicycle paths, or other improvements, payment of a traffic mitigation fee, or through a program of transportation demand management measures. The Board reviewed the traffic information presented in June 2018 and found it acceptable at that time, which included a Condition of Approval that a left turn lane be installed at the intersection of Simpson and Buxton Roads. The current amendments include a request that construction of the turn lane be allowed to be delayed until 2023, which the Board responded to with the revised Conditions of Approval, below.*

Saco Planning Board  
Conditions of Approval  
Site Plan – Amendment  
184 Simpson Road  
Map 121 Lot 6  
November 3, 2020

1. All conditions as approved by the Planning Board at its June 19, 2018 meeting and that are in effect per the contract zone agreement remain in effect with this amendment approval, with the exception of COA #9, which was amended by the Board as follows at the 11/3/20 meeting:
9. The applicant will implement the “Innovate Traffic Management Solutions” as noted in the Traffic Impact Study. The applicant will work with the City of Saco and Maine Department of Transportation to design and construct a left turn treatment at the Simpson Road/Buxton Road intersection as warranted by the Ecology School’s current programming, or by May 1, 2022, whichever comes first.

During design and construction, monitoring of traffic volumes by an independent third party shall continue. The applicant shall amend its programming to ensure that vehicle trips generated by the Ecology School stay under warrant volumes.

Quarterly monitoring counts shall be conducted by a third party in order to determine whether actual numbers of trips are within the proposed allowances. The count dates shall be selected to coincide with The Ecology School's busier periods based upon the information submitted, and shall include the more critical late afternoon-evening period. The peer review entity conducting the monitoring counts on behalf of the City shall schedule count dates without consulting or advising The Ecology School so as to avoid influencing results. The costs of all peer review work shall be borne by the applicant. The monitoring data shall be submitted to the Planning Department, which in turn shall provide the data to the Planning Board for review.

An additional condition imposed by the Board at the 11/3/20 meeting:

2. The proposed parking area is approved with twelve (12) spaces rather than the requested 21, with 6 of the 12 spaces to be reserved for members of the public using the trail. There shall be no lighting of the parking area. The parking area shall maintain dawn to dusk operating hours. A chain, farm gate or equivalent shall be used to close the lot after hours.

###

# Traffic Monitoring



July 19, 2023

Ms. Emily Cole-Prescott  
City Planner  
City of Saco Planning Department  
300 Main Street  
Saco, ME 04072-1538

### RE: ECOLOGY SCHOOL MONTORING – THIRD QUARTER 2023

As requested, James W. Sewall Co. (Sewall) has performed 3<sup>rd</sup> quarter traffic monitoring counts at the Ecology School drive on Simpson Road. Prior to the counts, we obtained a current schedule of events to select a high but representative day for the counts. The schedule and information indicated two summer programs:

- Summer camps with arrivals on Sundays prior to 3:30 and departures on Fridays between 11 AM - 1 PM, with 32 to 60 attendees per session
- Teacher Institutes with weekday arrivals between 1 – 4 PM, with 45 attendees at each session

Based upon the schedule and expected attendees, arrivals to the Teacher Institute on Monday, July 17, 2023 were selected for the counts.

The count record is attached. The school previously agreed to limit traffic during the afternoon periods given the left-turn lane warrant on Route 112. The allowable traffic, along with the recorded volumes, is summarized as follows:

2 - 3 PM - 15 arrivals allowable - versus 6 arrivals  
3 - 4 PM - 20 arrivals allowable – versus 9 arrivals  
4 - 5 PM - 10 arrivals allowable – versus 1 arrival

The above traffic counts showed a total of 16 arrivals during the afternoon monitoring period, versus the 45 allowable. Hence, the school appears to be limiting arrivals in the afternoon and was well below their limits on the date counted when a Teacher Institute was beginning.



**Sewall**  
14 York Street  
Portland, ME 04101

TITLE: The Ecology School Drive  
TOWN: Saco  
COUNTER: JM  
WEATHER: Hot/hazy

File Name : July2023PMTESDrive  
Site Code : 07172251  
Start Date : 7/17/2023  
Page No : 1

**Groups Printed- Passenger Vehicles - Light Trucks - Heavy Trucks**

Start Time	Southbound					Simpson Road Westbound					The Ecology School Northbound					Simpson Road Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
02:00 PM	0	1	0	0	1	0	3	2	0	5	3	0	0	0	3	0	2	0	0	2	11
02:15 PM	0	0	0	0	0	0	3	1	0	4	2	0	0	0	2	0	0	0	0	0	6
02:30 PM	0	0	0	0	0	0	4	1	0	5	0	0	0	0	0	1	1	0	0	2	7
02:45 PM	0	0	0	0	0	0	1	2	0	3	1	0	0	0	1	0	1	0	0	1	5
<b>Total</b>	0	1	0	0	1	0	11	6	0	17	6	0	0	0	6	1	4	0	0	5	29
03:00 PM	0	0	0	0	0	0	1	1	0	2	1	0	2	0	3	0	1	0	0	1	6
03:15 PM	0	0	0	1	1	0	5	5	0	10	1	0	0	0	1	0	4	0	0	4	16
03:30 PM	0	0	0	0	0	0	4	1	0	5	3	0	2	0	5	0	4	0	0	4	14
03:45 PM	0	0	0	1	1	0	5	2	0	7	1	0	0	0	1	0	2	0	0	2	11
<b>Total</b>	0	0	0	2	2	0	15	9	0	24	6	0	4	0	10	0	11	0	0	11	47
04:00 PM	0	0	0	0	0	0	2	0	0	2	1	0	1	0	2	0	1	0	0	1	5
04:15 PM	0	0	0	0	0	0	1	0	0	1	1	0	0	1	2	0	2	0	0	2	5
04:30 PM	0	0	0	0	0	0	4	0	0	4	2	0	0	0	2	0	3	0	0	3	9
04:45 PM	0	0	0	0	0	0	4	1	0	5	0	0	0	0	0	1	4	0	0	5	10
<b>Total</b>	0	0	0	0	0	0	11	1	0	12	4	0	1	1	6	1	10	0	0	11	29
<b>Grand Total</b>	0	1	0	2	3	0	37	16	0	53	16	0	5	1	22	2	25	0	0	27	105
<b>Apprch %</b>	0	33.3	0	66.7		0	69.8	30.2	0		72.7	0	22.7	4.5		7.4	92.6	0	0		
<b>Total %</b>	0	1	0	1.9	2.9	0	35.2	15.2	0	50.5	15.2	0	4.8	1	21	1.9	23.8	0	0	25.7	
<b>Passenger Vehicles</b>	0	1	0	2	3	0	37	16	0	53	16	0	5	1	22	2	25	0	0	27	105
<b>% Passenger Vehicles</b>	0	100	0	100	100	0	100	100	0	100	100	0	100	100	100	100	100	0	0	100	100
<b>Light Trucks</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>% Light Trucks</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Heavy Trucks</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>% Heavy Trucks</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

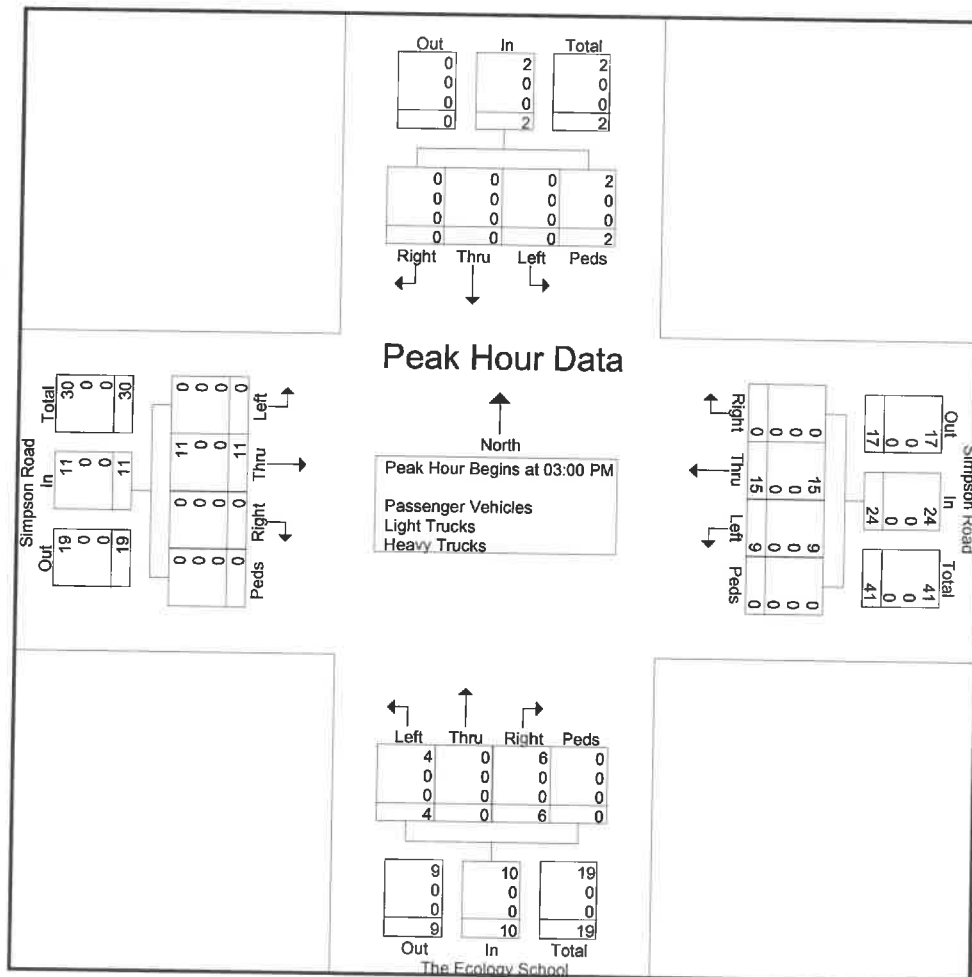
# Sewall

14 York Street  
Portland, ME 04101

TITLE: The Ecology School Drive  
TOWN: Saco  
COUNTER: JM  
WEATHER: Hot/hazy

File Name : July2023PMTESDrive  
Site Code : 07172251  
Start Date : 7/17/2023  
Page No : 2

Start Time	Southbound					Simpson Road Westbound					The Ecology School Northbound					Simpson Road Eastbound					Int. Total
	Rig ht	Thru	Left	Peds	App. Total	Rig ht	Thru	Left	Peds	App. Total	Rig ht	Thru	Left	Peds	App. Total	Rig ht	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 02:00 PM to 04:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 03:00 PM																					
03:00 PM	0	0	0	0	0	0	1	1	0	2	1	0	2	0	3	0	1	0	0	1	6
03:15 PM	0	0	0	1	1	0	5	5	0	10	1	0	0	0	1	0	4	0	0	4	16
03:30 PM	0	0	0	0	0	0	4	1	0	5	3	0	2	0	5	0	4	0	0	4	14
03:45 PM	0	0	0	1	1	0	5	2	0	7	1	0	0	0	1	0	2	0	0	2	11
Total Volume	0	0	0	2	2	0	15	9	0	24	6	0	4	0	10	0	11	0	0	11	47
% App. Total	0	0	0	100		0	62.5	37.5	0		60	0	40	0		0	100	0	0		
PHF	.000	.000	.000	.500	.500	.000	.750	.450	.000	.600	.500	.000	.500	.000	.500	.000	.688	.000	.000	.688	.734
Passenger Vehicles	0	0	0	2	2	0	15	9	0	24	6	0	4	0	10	0	11	0	0	11	47
% Passenger Vehicles	0	0	0	100	100	0	100	100	0	100	100	0	100	0	100	0	100	0	0	100	100
Light Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Light Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



June 5, 2023

Ms. Emily Cole-Prescott  
City Planner  
City of Saco Planning Department  
300 Main Street  
Saco, ME 04072-1538

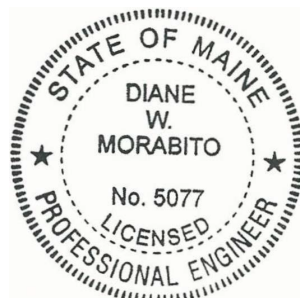
## RE: ECOLOGY SCHOOL MONTORING

As requested, James W. Sewall Co. (Sewall) has performed traffic monitoring counts at the Ecology School drive on Simpson Road. Prior to the counts, we obtained a current schedule of events to select a high but representative day for the counts. The schedule indicated that arrival day hours are generally 10 to 12 AM, so a departure day was scheduled for the counts given that the monitoring time is defined as 2 to 5 PM. Based upon the schedule, Friday June 2, 2023 was selected for the departure day counts since two schools were departing on this day.

The count record is attached. The school previously agreed to limit traffic during the afternoon periods given the left-turn lane warrant on Route 112. The allowable traffic, along with the recorded volumes, is summarized as follows:

2 - 3 PM - 15 arrivals allowable - versus 4 arrivals  
3 - 4 PM - 20 arrivals allowable – versus 2 arrivals  
4 - 5 PM - 10 arrivals allowable – versus 1 arrival

As seen above, the traffic counts showed a total of 7 arrivals during the afternoon monitoring period, versus the 45 allowable. Hence, the school appears to be limiting arrivals in the afternoon and was well below their limits on the date counted. As always, please don't hesitate to contact me if you have any questions regarding our findings.



A handwritten signature in black ink that reads "Diane W. Morabito" with a stylized flourish at the end.

Diane W. Morabito, P.E. PTOE  
Vice President Traffic Engineering

**Sewall**  
14 York Street  
Portland, ME 04101

TITLE: Simpson Road & Ecology School  
TOWN: Saco  
COUNTER: JM  
WEATHER: Cloudy

File Name : June2023PMECSDrive  
Site Code : 00262225  
Start Date : 6/2/2023  
Page No : 1

**Groups Printed- Passenger Vehicles - Light Trucks - Heavy Trucks**

Start Time	Driveway Southbound					Simpson Westbound					The Ecology School Northbound					Simpson Road Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
02:00 PM	0	0	0	0	0	0	6	1	0	7	0	0	0	0	0	0	2	0	0	2	0
02:15 PM	0	0	0	0	0	0	3	3	0	6	1	0	2	0	3	0	4	0	0	4	2
02:30 PM	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	3	0	0	3	6
02:45 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	1	1	0	2	0	0	2	5
Total	0	0	0	0	0	0	14	4	0	18	1	0	2	1	4	0	11	0	0	11	33
03:00 PM	0	0	0	0	0	0	2	0	0	2	3	0	1	0	4	0	3	0	0	3	9
03:15 PM	0	0	0	3	3	0	6	0	0	6	1	0	4	0	5	0	3	0	0	3	17
03:30 PM	0	0	0	0	0	0	4	0	0	4	5	0	1	0	6	2	0	0	1	3	13
03:45 PM	0	0	0	2	2	0	6	0	0	6	1	0	0	4	5	0	1	0	0	1	14
Total	0	0	0	5	5	0	18	0	0	18	10	0	6	4	20	2	7	0	1	10	53
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8	0	0	9	9
04:15 PM	0	0	0	0	0	0	1	0	0	1	2	0	1	0	3	0	4	0	0	4	8
04:30 PM	0	0	0	4	4	0	6	0	0	6	0	0	0	1	1	0	2	0	0	2	13
04:45 PM	0	0	0	0	0	1	4	0	0	5	0	0	1	0	1	0	2	0	0	2	8
Total	0	0	0	4	4	1	11	0	0	12	2	0	2	1	5	1	16	0	0	17	38
Grand Total	0	0	0	9	9	1	43	4	0	48	13	0	10	6	29	3	34	0	1	38	124
Apprch %	0	0	0	100		2.1	89.6	8.3	0		44.8	0	34.5	20.7		7.9	89.5	0	2.6		
Total %	0	0	0	7.3	7.3	0.8	34.7	3.2	0	38.7	10.5	0	8.1	4.8	23.4	2.4	27.4	0	0.8	30.6	
Passenger Vehicles	0	0	0	9	9	1	41	4	0	46	13	0	10	6	29	3	32	0	1	36	120
% Passenger Vehicles	0	0	0	100	100	100	95.3	100	0	95.8	100	0	100	100	100	100	94.1	0	100	94.7	96.8
Light Trucks	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	4
% Light Trucks	0	0	0	0	0	0	4.7	0	0	4.2	0	0	0	0	0	0	5.9	0	0	5.3	3.2
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

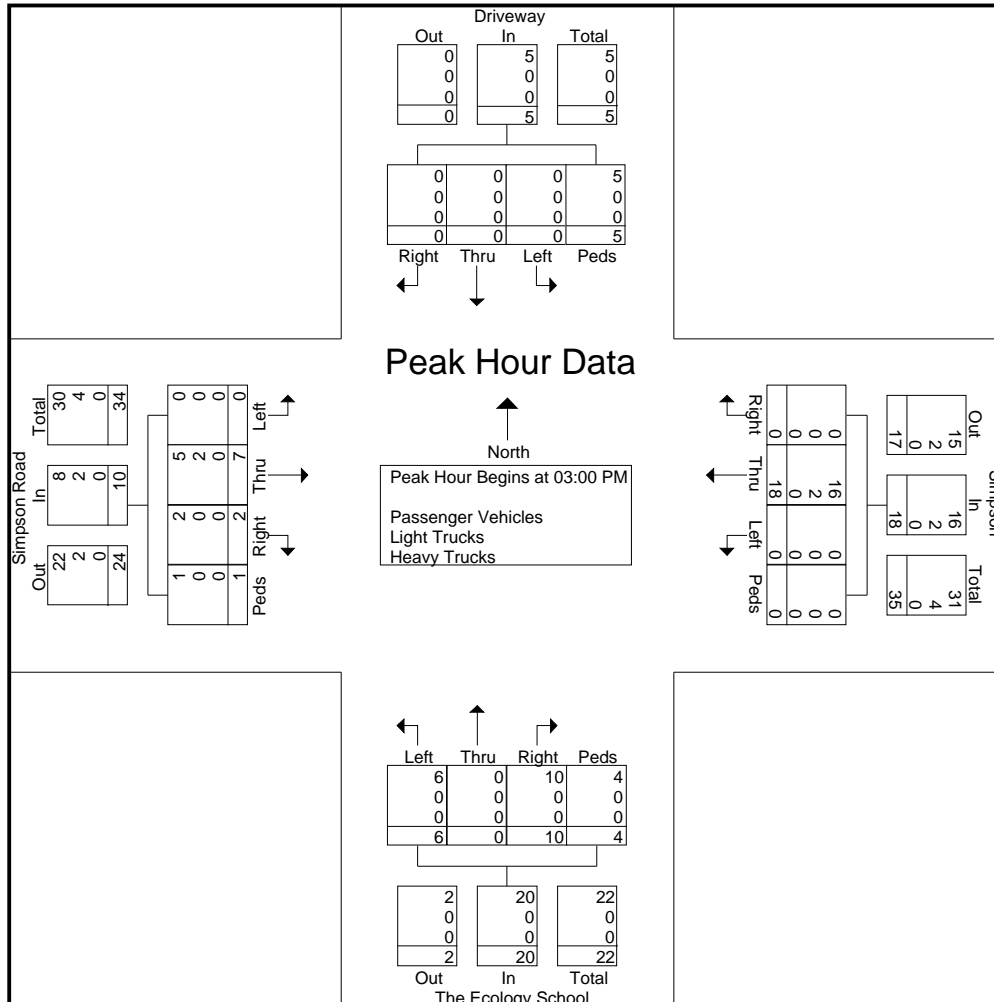
# Sewall

14 York Street  
Portland, ME 04101

TITLE: Simpson Road & Ecology School  
TOWN: Saco  
COUNTER: JM  
WEATHER: Cloudy

File Name : June2023PMECSDrive  
Site Code : 00262225  
Start Date : 6/2/2023  
Page No : 2

Start Time	Driveway Southbound					Simpson Westbound					The Ecology School Northbound					Simpson Road Eastbound					Int. Total
	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	
03:00 PM	0	0	0	0	0	0	2	0	0	2	3	0	1	0	4	0	3	0	0	3	9
03:15 PM	0	0	0	3	3	0	6	0	0	6	1	0	4	0	5	0	3	0	0	3	17
03:30 PM	0	0	0	0	0	0	4	0	0	4	5	0	1	0	6	2	0	0	1	3	13
03:45 PM	0	0	0	2	2	0	6	0	0	6	1	0	0	4	5	0	1	0	0	1	14
Total Volume	0	0	0	5	5	0	18	0	0	18	10	0	6	4	20	2	7	0	1	10	53
% App. Total	0	0	0	100		0	100	0	0		50	0	30	20		20	70	0	10		
PHF	.000	.000	.000	.417	.417	.000	.750	.000	.000	.750	.500	.000	.375	.250	.833	.250	.583	.000	.250	.833	.779
Passenger Vehicles	0	0	0	5	5	0	16	0	0	16	10	0	6	4	20	2	5	0	1	8	49
% Passenger Vehicles	0	0	0	100	100	0	88.9	0	0	88.9	100	0	100	100	100	100	71.4	0	100	80.0	92.5
Light Trucks	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	4
% Light Trucks	0	0	0	0	0	0	11.1	0	0	11.1	0	0	0	0	0	0	28.6	0	0	20.0	7.5
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



# Sewall

14 York Street  
Portland, ME 04101

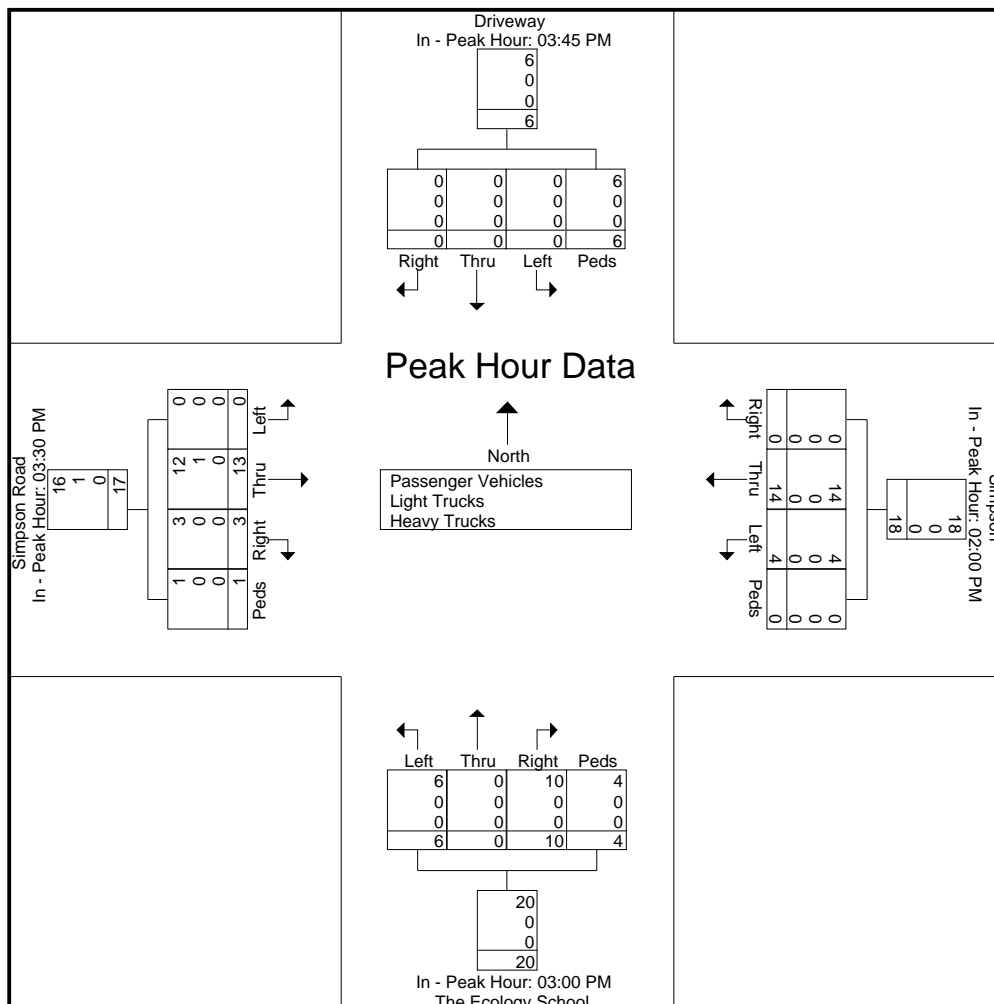
TITLE: Simpson Road & Ecology School  
TOWN: Saco  
COUNTER: JM  
WEATHER: Cloudy

File Name : June2023PMECSDrive  
Site Code : 00262225  
Start Date : 6/2/2023  
Page No : 3

Start Time	Driveway Southbound					Simpson Westbound					The Ecology School Northbound					Simpson Road Eastbound					Int. Total
	Rig ht	Thru	Left	Ped s	App. Total	Rig ht	Thru	Left	Ped s	App. Total	Rig ht	Thru	Left	Ped s	App. Total	Rig ht	Thru	Left	Ped s	App. Total	

Peak Hour Analysis From 02:00 PM to 04:45 PM - Peak 1 of 1  
Peak Hour for Each Approach Begins at:

	03:45 PM					02:00 PM					03:00 PM					03:30 PM				
+0 mins.	0	0	0	2	2	0	6	1	0	7	3	0	1	0	4	2	0	0	1	3
+15 mins.	0	0	0	0	0	0	3	3	0	6	1	0	4	0	5	0	1	0	0	1
+30 mins.	0	0	0	0	0	0	3	0	0	3	5	0	1	0	6	1	8	0	0	9
+45 mins.	0	0	0	4	4	0	2	0	0	2	1	0	0	4	5	0	4	0	0	4
Total Volume	0	0	0	6	6	0	14	4	0	18	10	0	6	4	20	3	13	0	1	17
% App. Total	0	0	0	100		0	77.8	22.2	0		50	0	30	20		17.6	76.5	0	5.9	
PHF	.000	.000	.000	.375	.375	.000	.583	.333	.000	.643	.500	.000	.375	.250	.833	.375	.406	.000	.250	.472
Passenger Vehicles	0	0	0	6	6	0	14	4	0	18	10	0	6	4	20	3	12	0	1	16
% Passenger Vehicles	0	0	0	100	100	0	100	100	0	100	100	0	100	100	100	100	92.3	0	100	94.1
Light Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
% Light Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7.7	0	0	5.9
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



## Emily C. Prescott

---

**From:** Drew Dumsch <drew@theecologyschool.org>  
**Sent:** Tuesday, March 7, 2023 11:41 AM  
**To:** Emily C. Prescott  
**Cc:** David Twomey; Alex Grindle  
**Subject:** Fwd: Draft: Traffic Monitoring Follow Up  
**Attachments:** 184 Simpson Road Ecology School Traffic Follow Up 03.01.23.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

**[CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF SACO DOMAIN]**

Dear Emily,

Thank you for discussing on the phone with me Sewall's latest traffic monitoring report, dated January 31, 2023. Given the 4-5pm results on Friday, January 27th, I have two concerns that may affect the final traffic count:

- 1) Two private cars arrived after 4pm and parked in the public Mary Merrill Trail parking lot to walk the trail and should not be counted as part of the TES traffic totals.
- 2) I left the River Bend Farm campus around 4:30pm on January 27th to attend a meeting. While Sewall had a traffic monitor in a parked car on our RBF driveway, I did not see a Sewall monitoring car at the intersection of Buxton Rd. (Rte. 112) and Simpson Road. If there was no monitor there, how do we know which cars took a left off of Buxton Road onto Simpson Road and which cars took a right onto Simpson Road? On January 27th we had classroom teachers arriving for a weekend training workshop and we know that many were coming from inland Maine (Alfred, Buxton, Gorham, Hollis Center, Sanford, Westbrook, and Windham) and would have taken routes that would have taken a right turn off of Rte. 112 onto Simpson Road or have come in on Simpson Road from the direction of Buxton.

The official arrival time for the weekend teacher training workshop (Jan. 27-29) was 3pm. Unfortunately, classroom teacher schedules made it difficult for many teachers to arrive at River Bend Farm at that time. In addition, teachers attended from 12 other states outside of Maine and unpredictable travel times resulted in some late arrivals. (Of note is that many teachers chose to carpool!)

As you know, The Ecology School is committed to working with the City of Saco and the Maine DOT to address the left turn traffic safety concerns at the intersection of Buxton Rd. (Rte. 112) and Simpson Road and to do our part to ensure safe traffic flows. TES intends to have Sebago Technics do an updated traffic survey of the intersection in question sometime in April which will help us all to move forward in this work.

Right now it is The Ecology School's feeling that it is actually the left turn off of Simpson Road onto our River Bend Farm driveway that presents a greater traffic safety exposure. It is very difficult to see oncoming traffic coming in from the Buxton direction on Simpson Road as there is a dip in the road in front of the Fogg property barns (181 Simpson Road) that blocks the view of traffic coming both ways. Can we work with the City as soon as possible on signage to deal with this ongoing safety issue?

Regards,  
Drew

**Drew Dumsch** | *President/CEO*  
(He/Him/His | [Why Pronouns Matter](#))

The Ecology School  
River Bend Farm  
184 Simpson Road  
Saco, Maine 04072

Office: (207) 283-9951  
Mobile: (207) 294-2299  
Fax: (207) 263-0624

[Drew@TheEcologySchool.org](mailto:Drew@TheEcologySchool.org)

[TheEcologySchool.org](http://TheEcologySchool.org)

*Did you know The Ecology School just built two of the most sustainable buildings in the Northeast? [Learn more about River Bend Farm by clicking here!](#) Inspired to act? [Click here to make a donation to the project.](#)*

----- Forwarded message -----

From: **Emily C. Prescott** <[EPrescott@sacomaine.org](mailto:EPrescott@sacomaine.org)>  
Date: Wed, Mar 1, 2023 at 9:30 AM  
Subject: Traffic Monitoring Follow Up  
To: Drew <[drew@theecologyschool.org](mailto:drew@theecologyschool.org)>  
Cc: David Twomey <[DTwomey@sacomaine.org](mailto:DTwomey@sacomaine.org)>

Hi Drew,

Thanks for taking a few minutes to briefly discuss this last week. If you have questions, feel free to contact me.

Kind regards,

Emily





**Emily Cole-Prescott**

City Planner

300 Main Street | Saco, ME 04072

t 207-282-3487 x. 357

[eprescott@sacomaine.org](mailto:eprescott@sacomaine.org)

Follow us: [Facebook](#) | [Twitter](#) | [Instagram](#)

**Planning Department**  
Saco City Hall  
300 Main Street  
Saco, Maine 04072-1538



**Emily Cole-Prescott**  
**City Planner**  
[EPrescott@sacomaine.org](mailto:EPrescott@sacomaine.org)  
Phone: (207) 282-3487

February 28, 2023

Mr. Drew Dumsch  
The Ecology School  
184 Simpson Road  
Saco, ME 04072  
[drew@theecologyschool.org](mailto:drew@theecologyschool.org)

Re: Ongoing Traffic Monitoring for the Ecology School – January Report

Dear Mr. Dumsch:

I am in receipt of Sewall's latest traffic monitoring report, dated January 31, 2023. This ongoing monitoring and reporting is a result of the recent conditions of approval updated by the Planning Board on April 26, 2022.

As you have seen in the report, the 4:00 to 5:00 PM hour had 22 arrivals, which is over the 10 allowable. Please reply to this letter with a response as to why the arrival count was higher than allowable and what measures the Ecology School is taking to remain compliant with specified counts in the foreseeable future.

If you have any questions about this letter, please feel free to contact me directly.

Sincerely,

A handwritten signature in purple ink that reads "Emily Cole-Prescott".

Emily Cole-Prescott  
City Planner  
[EPrescott@sacomaine.org](mailto:EPrescott@sacomaine.org)

Cc: Bryan Kaenrath, City Administrator  
David Twomey, Code Enforcement Director

January 31, 2023

Ms. Emily Cole-Prescott  
City Planner  
Saco City Hall  
300 Main Street  
Saco, ME 04072-1538

## **RE: TRAFFIC MONITORING COUNTS – THE ECOLOGY SCHOOL**

Dear Emily,

As requested, James W. Sewall Co. (Sewall) has recently completed monitoring counts at The Ecology School (TES) on Simpson Road. Quarterly counts are required and performed to determine if the school is adhering to their arrival restrictions. These restrictions were originally proposed by the school in October 2020 in a letter to Bob Hamblen, to limit their arrivals to not trigger the left-turn lane warrant, to allow for the delay of construction of the required left-turn lane. According to the document, the original limits placed on arrivals (left turns from Simpson Road into the school site drive) were:

2:00 – 3:00 PM – 25 arrivals  
3:00 – 4:00 PM – 30 arrivals  
4:00 – 5:00 PM – 10 arrivals

The above arrivals were further limited in 2022 when the school sought a delay in the construction of the left-turn lane. The current restrictions are as follows:

2:00 – 3:00 PM – 15 arrivals  
3:00 – 4:00 PM – 20 arrivals  
4:00 – 5:00 PM – 10 arrivals

Sewall performed monitoring counts on January 27, 2023 from 2:00 – 5:00 PM. According to the school's website, a teacher institute was planned for that weekend, starting on January 27<sup>th</sup> at 5:00 PM. The count records are attached and are summarized on the following page:

2:00 – 3:00 PM – 0 arrivals versus 15 allowable  
3:00 – 4:00 PM – 7 arrivals versus 20 allowable  
4:00 – 5:00 PM – 22 arrivals versus 10 allowable

The above results show that while the school stayed within their allowances for two of the three hours counted, they exceeded the allowable arrivals from 4:00 to 5:00 pm. Ten arrivals are allowed within this time period while 22 were recorded.

As always, please don't hesitate to contact me if you have any questions regarding these counts or our findings.



Sincerely,

A handwritten signature in black ink that reads "Diane W. Morabito" with a stylized flourish at the end.

Diane W. Morabito, P.E. PTOE  
Vice President Traffic Engineering

TITLE: Ecology School  
TOWN: Saco  
COUNTER: NB  
WEATHER: Clear

File Name : SacoEcologySchool PM  
Site Code : 77777777  
Start Date : 1/27/2023  
Page No : 1

**Groups Printed- PV - LV - HV**

Start Time	Driveway From North					Simpson Road From East					Site Drive From South					Simpson Road From West					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0
02:30 PM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	0	0	0	0	0	0	0	0	0	0	0	1	1	0	2	0	1	0	0	1	3
03:00 PM	0	0	0	0	0	1	0	0	0	1	0	0	1	0	1	0	0	0	0	0	2
03:15 PM	0	0	0	0	0	2	0	0	0	2	0	0	2	0	2	0	0	0	0	0	4
03:30 PM	0	0	0	0	0	3	0	0	0	3	0	0	1	0	1	0	0	0	0	0	4
03:45 PM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	1	2
<b>Total</b>	0	0	0	0	0	7	0	0	0	7	0	0	4	0	4	0	0	1	0	1	12
04:00 PM	0	0	0	0	0	1	0	0	0	1	1	0	1	0	2	0	0	0	0	0	3
04:15 PM	0	0	0	0	0	10	0	0	0	10	0	0	0	0	0	0	0	1	0	1	11
04:30 PM	0	0	0	0	0	8	0	0	0	8	1	0	1	0	2	0	0	1	0	1	11
04:45 PM	0	0	0	0	0	3	0	0	0	3	0	0	1	0	1	0	0	1	0	1	5
<b>Total</b>	0	0	0	0	0	22	0	0	0	22	2	0	3	0	5	0	0	3	0	3	30
<b>Grand Total</b>	0	0	0	0	0	29	0	0	0	29	2	1	8	0	11	0	1	4	0	5	45
<b>Apprch %</b>	0	0	0	0	0	100	0	0	0	100	18.2	9.1	72.7	0	100	0	20	80	0	100	
<b>Total %</b>	0	0	0	0	0	64.4	0	0	0	64.4	4.4	2.2	17.8	0	24.4	0	2.2	8.9	0	11.1	
<b>PV</b>	0	0	0	0	0	28	0	0	0	28	2	1	7	0	10	0	1	4	0	5	43
<b>% PV</b>	0	0	0	0	0	96.6	0	0	0	96.6	100	100	87.5	0	90.9	0	100	100	0	100	95.6
<b>LV</b>	0	0	0	0	0	1	0	0	0	1	0	0	1	0	1	0	0	0	0	0	2
<b>% LV</b>	0	0	0	0	0	3.4	0	0	0	3.4	0	0	12.5	0	9.1	0	0	0	0	0	4.4
<b>HV</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>% HV</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TITLE: Ecology School  
 TOWN: Saco  
 COUNTER: NB  
 WEATHER: Clear

File Name : SacoEcologySchool PM  
 Site Code : 77777777  
 Start Date : 1/27/2023  
 Page No : 2

Start Time	Driveway From North					Simpson Road From East					Site Drive From South					Simpson Road From West					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 02:00 PM to 04:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	0	0	0	0	0	1	0	0	0	1	1	0	1	0	2	0	0	0	0	0	3
04:15 PM	0	0	0	0	0	10	0	0	0	10	0	0	0	0	0	0	0	1	0	1	11
04:30 PM	0	0	0	0	0	8	0	0	0	8	1	0	1	0	2	0	0	1	0	1	11
04:45 PM	0	0	0	0	0	3	0	0	0	3	0	0	1	0	1	0	0	1	0	1	5
Total Volume	0	0	0	0	0	22	0	0	0	22	2	0	3	0	5	0	0	3	0	3	30
% App. Total	0	0	0	0	0	100	0	0	0	100	40	0	60	0	100	0	0	100	0	100	100
PHF	.000	.000	.000	.000	.000	.550	.000	.000	.000	.550	.500	.000	.750	.000	.625	.000	.000	.750	.000	.750	.682
PV	0	0	0	0	0	22	0	0	0	22	2	0	3	0	5	0	0	3	0	3	30
% PV	0	0	0	0	0	100	0	0	0	100	100	0	100	0	100	0	0	100	0	100	100
LV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% LV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% HV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



September 26, 2022

Mr. Jason Garnham, AICP  
Saco City Planner  
300 Main Street  
Saco, ME 04072-1538

**RE: ECOLOGY SCHOOL MONTORING**

As requested, James W. Sewall Co. (Sewall) has performed traffic monitoring counts at the Ecology School drive. Prior to the counts, we obtained the attached session schedule to select a high but representative day for the counts. The schedule indicates that attendees “generally” depart between 11 AM and 1 PM on departure days. Arrival day hours are generally 10 to 12 AM so a departure day was scheduled for the counts given that the monitoring time had previously been defined as 2 to 5 PM. Based upon the schedule, September 23, 2022 was selected for the departure day counts. This day had 85 expected participants, which was the third highest number of participants for the fall season (September 5<sup>th</sup> through November 18<sup>th</sup>).

The count record is attached. The school previously agreed to limit traffic during the afternoon periods given the left-turn lane warrant on Route 112. The allowable traffic, along with the recorded volumes, is summarized as follows:

- 2 - 3 PM - 15 arrivals allowable - versus 1 arrival
- 3 - 4 PM - 20 arrivals allowable – versus 1 arrival
- 4 - 5 PM - 10 arrivals allowable – versus 1 arrival

As seen above, the traffic counts showed a total of 3 arrivals during the afternoon monitoring period, versus 45 allowable. Hence, the school appears to be fully limiting traffic in the afternoon and is well below their traffic limits based upon the results of these counts. As always, please don’t hesitate to contact me if you have any questions regarding our findings.

Diane W. Morabito, P.E. PTOE  
Vice President Traffic Engineering

<b>Week of -</b>	<b>Days</b>	<b>Current Expected participant numbers</b>
Sept. 5-9		
	School (W-F)	30
Sept. 10-11	<i>(adult) Sat am arrive - Sunday post lunch depart</i>	30
Sept. 12-16	School (M-W)	78
	School (W-F)	50
Sept. 17	<i>(adult) Sat afternoon &amp; evening</i>	40
Sept 19-23	School (M-F)	85
Sept. 26-30	School (M-F)	85
	School (M-F)	10
Oct. 1-2	<i>(adult) Sat am arrive - Sunday post lunch depart</i>	35
Oct. 3-7	School (M-W)	25
	School (Tu-F)	70
	School (W-F)	35
Oct. 10-14		
	School (T-F)	48
	School (T-F)	40
Oct. 17-21	School (M-F)	107
Oct. 21-23	<i>(adult) Fri afternoon arrive - Sunday post lunch depart</i>	40
Oct. 24-28	School (M-W)	75
	School (W-F)	75
Oct. 31-Nov. 4	School (M-W)	100
	School (W-F)	70
Nov. 7-11	School (M-Th)	49
	School (M-W)	23
Nov. 14-18		
	School (Tu-F)	45

Schools generally arrive between 10-12 on arrival days, on buses, with a few chaperone cars  
 Schools generally depart between 11-1 on departure days.  
 adult programs will be intermittent arrivals and departures in cars.



**Sewall**  
40 Forest Falls Drive  
Yarmouth, ME 04096

TITLE: Ecology School Monitoring Count  
TOWN: Saco  
COUNTER: JM  
WEATHER: Sun/Clouds

File Name : SacoecologySchoolMonCountsFall22  
Site Code : 00923225  
Start Date : 9/23/2022  
Page No : 1

Groups Printed- Passenger Vehicles - Light Trucks - Heavy Trucks

Start Time	Southbound					Simpson Road Westbound					Ecology School Drive Northbound					Simpson Road Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
02:00 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	3
02:15 PM	0	0	0	0	0	0	0	0	0	0	2	0	1	0	3	0	1	0	0	1	4
02:30 PM	0	0	0	0	0	0	3	0	0	3	1	0	1	0	2	0	1	0	0	1	6
02:45 PM	0	0	0	0	0	0	4	1	0	5	0	0	0	0	0	0	1	0	0	1	6
Total	0	0	0	0	0	0	8	1	0	9	3	0	2	0	5	0	5	0	0	5	19
03:00 PM	0	0	0	0	0	0	3	0	0	3	2	0	0	0	2	0	1	0	0	1	6
03:15 PM	0	0	0	0	0	0	3	0	0	3	0	0	1	0	1	0	1	0	1	2	6
03:30 PM	0	0	0	0	0	0	4	0	0	4	2	0	0	0	2	0	2	0	0	2	8
03:45 PM	0	0	0	0	0	0	4	1	0	5	1	0	1	0	2	0	6	0	0	6	13
Total	0	0	0	0	0	0	14	1	0	15	5	0	2	0	7	0	10	0	1	11	33
04:00 PM	0	0	0	0	0	0	6	1	0	7	4	0	0	0	4	0	5	0	0	5	16
04:15 PM	0	0	0	0	0	0	3	0	0	3	3	0	0	0	3	0	0	0	0	0	6
04:30 PM	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	3	0	0	3	8
04:45 PM	0	0	0	0	0	0	4	0	0	4	1	0	0	0	1	0	4	0	0	4	9
Total	0	0	0	0	0	0	18	1	0	19	8	0	0	0	8	0	12	0	0	12	39
Grand Total	0	0	0	0	0	0	40	3	0	43	16	0	4	0	20	0	27	0	1	28	91
Apprch %	0	0	0	0	0	0	93	7	0		80	0	20	0		0	96.4	0	3.6		
Total %	0	0	0	0	0	0	44	3.3	0	47.3	17.6	0	4.4	0	22	0	29.7	0	1.1	30.8	
Passenger Vehicles	0	0	0	0	0	0	39	2	0	41	15	0	4	0	19	0	25	0	0	25	85
% Passenger Vehicles	0	0	0	0	0	0	97.5	66.7	0	95.3	93.8	0	100	0	95	0	92.6	0	0	89.3	93.4
Light Trucks	0	0	0	0	0	0	1	1	0	2	1	0	0	0	1	0	2	0	1	3	6
% Light Trucks	0	0	0	0	0	0	2.5	33.3	0	4.7	6.2	0	0	0	5	0	7.4	0	100	10.7	6.6
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

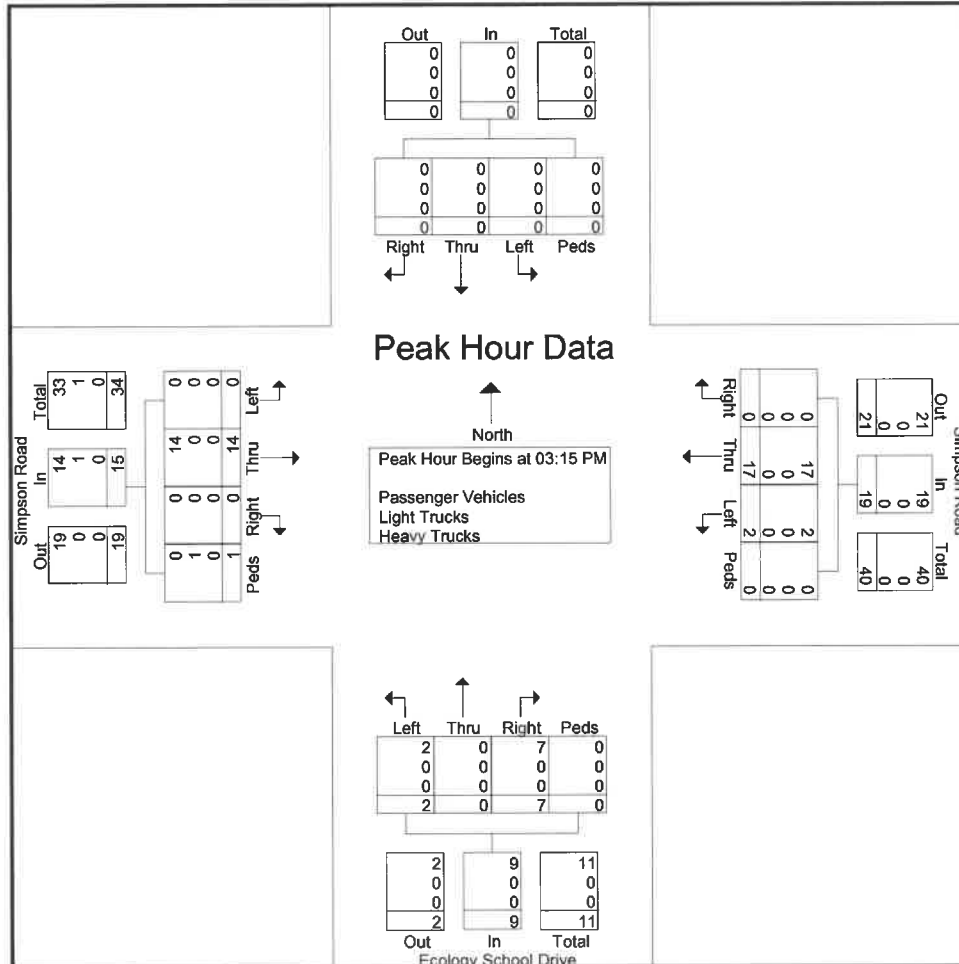
# Sewall

40 Forest Falls Drive  
Yarmouth, ME 04096

TITLE: Ecology School Monitoring Count  
TOWN: Saco  
COUNTER: JM  
WEATHER: Sun/Clouds

File Name : SacoecologySchoolMonCountsFall22  
Site Code : 00923225  
Start Date : 9/23/2022  
Page No : 2

Start Time	Southbound					Simpson Road Westbound					Ecology School Drive Northbound					Simpson Road Eastbound					Int. Total
	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	
Peak Hour Analysis From 02:00 PM to 04:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 03:15 PM																					
03:15 PM	0	0	0	0	0	0	3	0	0	3	0	0	1	0	1	0	1	0	1	2	6
03:30 PM	0	0	0	0	0	0	4	0	0	4	2	0	0	0	2	0	2	0	0	2	8
03:45 PM	0	0	0	0	0	0	4	1	0	5	1	0	1	0	2	0	6	0	0	6	13
04:00 PM	0	0	0	0	0	0	6	1	0	7	4	0	0	0	4	0	5	0	0	5	16
Total Volume	0	0	0	0	0	0	17	2	0	19	7	0	2	0	9	0	14	0	1	15	43
% App. Total	0	0	0	0	0	0	89.5	10.5	0		77.8	0	22.2	0		0	93.3	0	6.7		
PHF	.000	.000	.000	.000	.000	.000	.708	.500	.000	.679	.438	.000	.500	.000	.563	.000	.583	.000	.250	.625	.672
Passenger Vehicles	0	0	0	0	0	0	17	2	0	19	7	0	2	0	9	0	14	0	0	14	42
% Passenger Vehicles	0	0	0	0	0	0	100	100	0	100	100	0	100	0	100	0	100	0	0	93.3	97.7
Light Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
% Light Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	6.7	2.3
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



## Jason Garnham

---

**From:** Diane Morabito <mordi@sewall.com>  
**Sent:** Tuesday, April 26, 2022 2:56 PM  
**To:** Jason Garnham  
**Cc:** Drew Dumsch; Tom Errico  
**Subject:** Ecology School - Monitoring Counts and Left-Turn Lane Needs  
**Attachments:** TES Traffic Management Grid 2022-2025 (4-26-22) v2.pdf

**[CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF SACO DOMAIN]**

Hi Jason,

This is written to briefly summarize our meetings (yesterday and today) regarding the Ecology School and their Route 112 left-turn lane delay request.

In terms of monitoring, Sewall performed traffic monitoring counts in the summer of 2021. The purpose of these counts was to determine if a left-turn lane was warranted on Route 112 to store traffic turning onto Simpson Road. Additionally, these counts were done to see if the school was adhering to their proposed arrival restrictions. These restrictions were proposed by the school in October 2020 in a letter to Bob Hamblen to limit their arrivals to not trigger the left-turn lane warrant, to allow for the delay of construction of the required left-turn lane. According to the document, the limits placed on arrivals (left turns from Simpson Road into the school site drive) was:

2 - 3 pm – 25 arrivals  
3 - 4 pm – 30 arrivals  
4 - 5 pm – 10 arrivals

The monitoring counts that Sewall performed on 7/22/2021 and 8/5/2021 found the following:

2- 3 pm – 5 arrivals versus 25 allowable  
3 – 4 pm – 8 and 9 arrivals on the two days versus 30 allowable  
4 – 5 pm – 4 arrivals versus 10 allowable

Based upon the above count results, the school stayed well below their allowable traffic levels on the count dates.

The Route 112 and Simpson Road counts were utilized to determine if the volumes warrant a left-turn lane to store traffic turning onto Simpson Road. The counts conducted during the day camp, on 7/22/21, found that the left-turn lane was warranted. The counts conducted on 8/5/2021 during the teacher institute did not meet the left-turn lane warrant.

Given that the left-turn lane warrant was met in 2021, it is understood that The Ecology School is proceeding to design and construct this required left-turn lane. They have met with MaineDOT and are seeking BPI funds from MaineDOT given escalating construction costs. The quickest time frame to allow for design, the MaineDOT review and approval process, and construction would be approximately 2 years. This would put a completion date of the project in spring of 2024. Given winter construction in Maine this is not a feasible completion date so a 2 ½ year extension to build the left-turn lane appears reasonable. I agree with the school that this likely the quickest that the left-turn lane could be constructed and support the request for the extension to November of 2024.

In the meantime, since a warrant was met between 3:30 and 4:30 PM in 2021 the school has agreed to limit traffic further during these time periods. The 2-3 pm allowable will drop by 10 to 15 and the 3-4 pm allowable will drop by 10

from 30 to 20. A revised table, prepared by the school, showing the reduced limits is attached. It is believed that these reductions will keep traffic generally under the left-turn lane warrant. It is understood that monitoring will be conducted at the site drive during the Spring, Summer and Fall to assure that traffic is limited according to the attached table. There is no need to count Route 112 and Simpson Road again since the warrant has been met and the school is proceeding to design and construct the required left-turn lane.

I trust that this summarizes our meetings accurately, the resulting requirements and the timeline necessary to accomplish construction of the left-turn lane.

As always, do not hesitate to contact me if you or the Board have any questions or concerns.

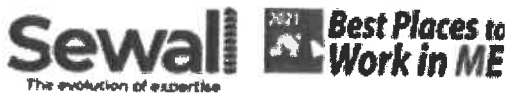
Diane

**Diane W. Morabito, PE, PTOE**


*Vice President Traffic Engineering*

T: +1. 207.817.5440 | F: +1. 207.827.3641 | E: [diane.morabito@sewall.com](mailto:diane.morabito@sewall.com)

40 Forest Falls Avenue | Suite 2 | Yarmouth, Maine 04096 | [www.sewall.com](http://www.sewall.com)



**Traffic Management Grid specific to Rte. 112 (Buxton Rd.)/Simpson Rd. Intersection**  
**River Bend Farm Arrival Maximums 2022-2025 (pre-left turn construction completion)**

		Winter Weeks January - March		Spring & Fall M-F, April mid June, September- Mid November			Spring & Fall Sa- Su, April-mid June, Sept.-Mid Nov.		Summer Weeks Mid June - Late August						
		weekdays M-F	weekend Sa-Su	Monday	midweek (Tu-Th)	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7-9am arrive	48														
7-9am depart															
9-10am arrive	48														
9-10am depart															
10am-2pm arrive	48														
10am-2pm depart															
2-3pm arrive	15														
2-3pm depart															
3-4pm arrive	20														
3-4pm depart															
4-5pm arrive	10														
4-5pm depart															
5-6pm arrive	0														
5-6pm depart															
6-7pm arrive	10														
6-7pm depart															
7-8pm arrive	30														
7-8pm depart															

**MEETING ITEM COMMENTARY**

- AGENDA ITEM:** Amend the Fiscal Year 2024 Property Tax Interest Date
- COUNCIL RESOURCE:** Councilor Phil Hatch, Ward 5
- STAFF RESOURCE:** Gerry Matherne, Finance Director
- BACKGROUND:** Council has expressed a need to delay the interest accruing date of the first half of tax invoices from 10/16/23 to 11/16/23. This motion delays the first half tax interest accrual dates.
- RECOMMENDATION:** City staff recommends approval.
- SUGGESTED MOTION** *“Be it ordered that interest accrual for the first half tax invoices be delayed from 10/16/23 to 11/16/23, “I move to approve the Order”.*