

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, NOVEMBER 27, 2023 – 6:30PM
CITY HALL AUDITORIUM**

- I. CALL TO ORDER**
- II. RECOGNITION OF MEMBERS PRESENT**
- III. PLEDGE OF ALLEGIANCE**
- IV. GENERAL**
 - A. Recognition of Councilor Nathan Johnston-10 Years of Service
 - B. Proclamation-Small Business Saturday
- V. COMMITTEE CORRESPONDENCE TO COUNCIL**
- VI. PUBLIC COMMENT**
- VII. APPROVAL OF MINUTES:** November 6, 2023, and November 13, 2023
- VIII. CONSENT ITEMS**
 - A. Certification of Election Results for the November 7, 2023 Elections **Pg. 2**
 - B. Application for a License to Operate Beano/Bingo-Biddeford-Saco Lodge of Elks #1597 **Pg. 7**
 - C. Application for a License to Operate Games of Chance-Biddeford-Saco Lodge of Elks #1597 **Pg. 12**
 - D. Conservation Commission Appointment-Kathleen Dziadzio **Pg. 17**
 - E. Saco River Corridor Commission Appointment-Don Pilon **Pg. 19**
 - F. Parks and Recreation Advisory Committee **Pg. 20**
- IX. ACTION ITEMS**
 - A. (Second/Final Reading) Saco River and Camp Ellis Beach, Saco, Maine, Section 111, Shore Damage Mitigation Project, Project Partnership Agreement (PPA) **Pg. 22**
 - B. (Public Hearing) Renewal Application for a Special Entertainment Permit-Townhouse Pub **Pg. 38**
- X. NEW BUSINESS**
 - A. Petition for City Acceptance of New Public Street Per Chapter 186: Jada Drive in Foster Fields Subdivision. **Pg. 40**
- XI. ADMINISTRATIVE UPDATE**
- XII. COUNCIL DISCUSSION AND COMMENT**
- XIII. ADJOURNMENT**

MEETING ITEM COMMENTARY

AGENDA ITEM: Certification of Election Results – State General Election and Municipal General and Referendum Election November 7, 2023

COUNCIL RESOURCE: Mayor Elect Jodi L. MacPhail, Ward 6

STAFF RESOURCE: Michele L. Hughes, City Clerk

BACKGROUND: On November 7, 2023, a State General Election and Municipal General and Referendum Election was held. The election results are being submitted to Council for Certification as required by Section 7.03 b. of the Charter of the City of Saco.

EXHIBITS: 1. Election results

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTIONS: *“Be it Ordered that the City Council hereby approve the results of the November 7, 2023 State General Election and Municipal General Election as presented”.*

“I move to approve the Order”.

“I move the Council request the Clerk publish notice to the residents of Ward 6 that a vacancy in the office of Councilor exits, and that any member of the public qualified to hold office and who holds an interest shall have 21 days in which to submit a letter of interest for consideration.”

“I move the Council set a public hearing date of December 18, 2023 to consider all parties expressing interest in filling the Ward Six vacancy as required by Charter Section 2.06 (c-2).”

STATE OF MAINE - CITY OF SACO
MUNICIPAL GENERAL AND REFERENDUM & STATE REFERENDUM ELECTION
NOVEMBER 7, 2023

MAYOR

MACPHAIL, JODI L.	4443
WRITE-IN	175
BLANK	807
TOTAL	5,425

WARD 1 - WARDEN

WRITE-IN (MARGARET MILLS - 1)	47
BLANK	807
TOTAL	854

WARD 1 - WARD CLERK

WRITE-IN (TIMOTHY CLARK - 1)	33
BLANK	821
TOTAL	854

WARD 2 - COUNCIL

PARKS, JOSHUA D.	634
WRITE-IN	7
BLANK	152
TOTAL	793

WARD 2 - SCHOOL BOARD

LEARY. COLIN T.	227
PREBLE, JENNIFER L.	463
WRITE-IN	6
BLANK	97
TOTAL	793

WARD 2 - WARDEN

WRITE-IN (GEORGE CHASE -3)	35
BLANK	758
TOTAL	793

WARD 2 - WARD CLERK

WRITE-IN (JEREMIAH RUGGIERO-2)	25
BLANK	768
TOTAL	793

WARD 3 - WARDEN

WRITE-IN (JAMES BLAKE - 2)	31
BLANK	579
TOTAL	610

WARD 3 - WARD CLERK

WRITE-IN (VACANT- UPCOMING APPT.)	24
BLANK	586
TOTAL	610

WARD 4 - SCHOOL BOARD

ROCHE, KEVIN	870
WRITE-IN	32
BLANK	174
TOTAL	1,076

WARD 4 - WARDEN

WRITE-IN (EDWARD CLARK - 2)	67
BLANK	1,009
TOTAL	1,076

WARD 4 - WARD CLERK

WRITE-IN (CARLA LAFORTUNE-6)	61
BLANK	1,015
TOTAL	1,076

STATE OF MAINE - CITY OF SACO
MUNICIPAL GENERAL AND REFERENDUM & STATE REFERENDUM ELECTION
NOVEMBER 7, 2023

WARD 5 - WARDEN

WRITE-IN (DAN VILLEMAIRE-3)	42
BLANK	697
TOTAL	739

WARD 5 - WARD CLERK

WRITE-IN (VACANT-UPCOMING APPT.)	29
BLANK	710
TOTAL	739

WARD 6 - SCHOOL BOARD

TRUMAN, SARAH	632
WRITE-IN	14
BLANK	90
TOTAL	736

WARD 6 - WARDEN

WRITE-IN (KAREN MARTEL -6)	81
BLANK	655
TOTAL	736

WARD 6 - WARD CLERK

FORAN, CLAIRE S.	623
WRITE-IN	11
BLANK	102
TOTAL	736

WARD 7 - COUNCIL

JOHNSTON, NATHAN D.	499
WRITE-IN	12
BLANK	106
TOTAL	617

WARD 7 - WARDEN

WRITE-IN (JAMES SANTAMORE - 1)	38
BLANK	579
TOTAL	617

WARD 7 - WARD CLERK

WRITE-IN (SEAN GRANT - 1)	28
BLANK	589
TOTAL	617

CITY CHARTER AMENDMENT #1

2.07 Powers and Duties of the Mayor , d. Appointments

YES	3,579
NO	513
BLANK	1333
TOTAL	5,425

STATE OF MAINE - CITY OF SACO
MUNICIPAL GENERAL AND REFERENDUM & STATE REFERENDUM ELECTION
NOVEMBER 7, 2023

STATE REFERENDUM QUESTIONS

QUESTION 1: CITIZEN INITIATIVE

YES	3,612
NO	1,666
BLANK	157
TOTAL	5,435

QUESTION 2: CITIZEN INITIATIVE

YES	4,776
NO	477
BLANK	182
TOTAL	5,435

QUESTION 3: CITIZEN INITIATIVE

YES	1,721
NO	3,674
BLANK	40
TOTAL	5,435

QUESTION 4: CITIZEN INITIATIVE

YES	4,669
NO	700
BLANK	66
TOTAL	5,435

QUESTION 5: CONST. AMEND.

YES	3,263
NO	1,977
BLANK	195
TOTAL	5,435

QUESTION 6: CONST. AMEND.

YES	4,110
NO	1,148
BLANK	177
TOTAL	5,435

QUESTION 7: CONST. AMEND.

YES	1,679
NO	3,440
BLANK	316
TOTAL	5,435

QUESTION 8: CONST. AMEND.

YES	2,576
NO	2,615
BLANK	244
TOTAL	5,435

Total Ballots Cast: Absentee	1,911
Total Ballots Cast: In-Person	3,524
Registered Voters	16,681
Voter Turnout	32.58%

MEETING ITEM COMMENTARY

AGENDA ITEM: Application for a License to Operate Beano/Bingo

COUNCIL RESOURCE: Councilor Joseph Gunn, Ward 3

STAFF RESOURCE: Michele L. Hughes, City Clerk

BACKGROUND: **Biddeford-Saco Lodge of Elks #1597** has applied for a License to operate Beano/Bingo on Tuesdays from January 1, 2024, to December 31, 2024.

The applicant has submitted their application in accordance with the provisions of Title 17 M.R.S.A. Chapter 13-A, and in accordance with the Rules and Regulations promulgated by the State of Maine, Dept. of Public Safety, Gambling Control Unit governing the operating of Beano/Bingo.

EXHIBITS: 1. Application

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: *“Be it Ordered that the City Council grant the application for a License to operate Beano/Bingo from January 1, 2024, to December 31, 2024, as submitted by the Biddeford-Saco Lodge of Elks #1597.”*

“I move to approve the Order”.

FOR OFFICE USE ONLY

Check # _____

Amount \$ _____



Application to Register Beano/Bingo

MGCU - 5000

****The application (to include the house rules) and registration fee must be received by the Gambling Control Unit at least ten business days prior to the Bingo Occasion****

Beano/Bingo: \$5.00 Special Per Game Registration; \$12 Calendar Week (Monday through Sunday); \$36 Calendar Month; \$400 Calendar Year

Make check payable to Treasurer, State of Maine

Return the completed and signed application to:

**Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. Organization Name: Biddeford - Saco Elks Lodge #1597

Organization Number (NPO or NCO): NPO1247 Federal Tax ID # (EIN): [REDACTED]

Business Address: 68 Ocean Park Rd, Saco, ME 04072

City: Saco State: ME Zip Code 04072

Mailing Address: PO Box 1597 Phone: 207-468-7117

City: Saco State: ME Zip Code: 04072

2. Current Officers:

STEPHEN R DUPUIS, TREASURER 3 STACY ST, SACO 04072 207-468-7117 3/31/2024
NAME & TITLE ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES

JOAN HOWARD, SECRETARY 7 FERRY LANE, Biddeford ~~SACO~~ 04005 207-650-0477 3/31/2024
NAME & TITLE ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES

ROSE DARGIE, EXHAUSTED RULER 26 OLD HOLLOW RD Biddeford 04005 207-310-0748 3/31/2024
NAME & TITLE ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES

NAME & TITLE ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES

3. Location where Beano/Bingo is to be conducted:

68 OCEAN PARK RD. SACO, 04072
BUILDING ADDRESS CITY/ZIP

4. Person responsible for conduct of Beano/Bingo:

Richard Gosselin 207-518-3841
NAME DAYTIME PHONE & EVENING PHONE

E-Mail Address: Richard.GosselinSr@yahoo.com

5. Check the day(s) of the week you will be conducting Beano/Bingo:

Mon Tue Wed Thu Fri Sat Sun

6. What time do the doors open? 4:00 PM. What time does the game start? 6:15 PM.

7. Dates – Please specify the dates of the Bingo Occasion(s). If more space is needed, please attach a separate sheet of paper with this information on it.

1/2/2024 And every Tuesday there after. for 52 weeks total

8. Does the organization own all the equipment used in operating Beano/Bingo? Yes No

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

9. Has any current officer of the organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes No

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

10. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes No

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

11. Fair Association Only: Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. **Please write your organization name and number on the list.**

12. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo will take place unless a separate "Letter of Approval" is attached to this application.

Check here if you have attached a "Letter of Approval." Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office.

Municipal Consent to Register

The undersigned municipal officers of the City/Town of _____ hereby certify that we consent to the registration by _____ to operate Beano/Bingo in accordance with the provisions of 17 M.R.S.A. Chapter 13-A and in accordance with the Rules promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the operation of Beano/Bingo.

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

13. The applicant agrees to obey Federal, State of Maine laws, and rules governing Beano/Bingo promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: _____

Print Name: _____ Title: _____

Date: _____ Age 18 or older: Yes No

NOTE: Ensure a Copy of the House Rules for Bingo are attached to the application.

MEETING ITEM COMMENTARY

AGENDA ITEM: Application for a License to Operate Games of Chance

COUNCIL RESOURCE: Councilor Joseph Gunn, Ward 3

STAFF RESOURCE: Michele L. Hughes, City Clerk

BACKGROUND: **Biddeford - Saco Elks Lodge #1597** has applied for a License to operate Games of Chance: Cards (Cribbage), every Monday from January 1, 2024, through April 30, 2024.

The applicant has submitted their application in accordance with the provisions of Title 17 M.R.S.A. Chapter 62, and in accordance with the Rules and Regulations promulgated by the State of Maine, Dept. of Public Safety, Gambling Control Unit governing the conduct of Games of Chance.

EXHIBITS: 1. Application

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: *“Be it Ordered that the City Council grant the application for a License to operate Games of Chance from January 1, 2024, through April 30, 2024 as submitted by the Biddeford - Saco Elks Lodge #1597.”*

“I move to approve the Order”.

FOR OFFICE USE ONLY
Check # _____
Amount \$ _____



Application to License Games of Chance

MGCU - 5300

****The application (to include the rules for the game(s)) and license fees must be received by the Gambling Control Unit at least ten business days prior to the Game(s) of Chance requested****

Games of Chance (I.E. Poker, Blackjack): \$15 Calendar Week (Monday through Sunday); \$60 Calendar Month; \$700 Calendar Year

Video Poker: \$15 Calendar Week (Monday through Sunday) or \$60 Calendar Month

Cards (Cribbage): \$30 Calendar Year or Portion Thereof

Super Cribbage Tournament Game: \$75.00 Per Tournament

Tournament Game (up to 50 players) (I.E. Texas Hold'em): \$40.00 Per Tournament; \$100.00 Calendar Month (Two Tournaments Per Month); \$750.00 Calendar Year (Two Tournaments Per Month)

Tournament Game (51 to 100 players) (I.E. Texas Hold'em): \$75.00 Per Tournament; \$200.00 Calendar Month (Two Tournaments Per Month); \$1,500 Calendar Year (Two Tournaments Per Month)

Make check payable to Treasurer, State of Maine

Return the completed and signed application to:

**Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. For what game(s) are you licensing (please indicate number adjacent name and attach rules for the game(s)):

Tournament (Up to 50 Players) _____ Tournament (51 to 100 Players)

Video Poker _____ Cards (Cribbage) Poker _____ Super Cribbage Tournament _____

Other _____ (Specify Name of Game) _____

2. Organization Name: Biddeford-Saco Elks Lodge #1597

Organization Number (NPO or NOC): NPO 1247 Federal Tax ID # (EIN): 01-0329743

Business Address: 68 Ocean Park Rd

City: Saco State: ME Zip Code: 04072

Mailing Address: PO BOX 1597 Phone: 207-468-7117

City: Saco State: ME Zip Code: 04072

3. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
Stephen R DuPuis ^{TREASURER}	3544 St	Saco 04072	207-468-7117	3/31/2024
Joan Howard, Secretary	7 FERRY LN	Biddeford 04005	207-650-0477	3/31/2024
Rori Dargie, Exalted Ruler	26 Old Hills Rd	Biddeford 04005	207-310-0748	3/31/2024
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES

4. Location where Game of Chance is to be conducted:

Elks Lodge 68 Ocean Park Rd Saco, 04072
BUILDING ADDRESS CITY/ZIP

5. Person responsible for the conduct of the Game(s) of Chance:

Stephen R. DuPuis 207-468-7117
NAME DAYTIME PHONE & EVENING PHONE

E-Mail Address: bpae1597hews@gmail.com.

6. Circle the day(s) of the week you will be conducting Game of Chance:

Mon Tue Wed Thu Fri Sat Sun

7. What time do the doors open? 5 PM. What time does the game start? 7 PM.

8. Dates – Please specify weeks (Monday through Sunday), full calendar months or calendar year.

Jan. _____
Feb _____
Mar _____
Apr. _____

9. Does the organization own all the equipment used in operating the Game of Chance? Yes No

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes No

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

11. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes No

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

12. Fair Association Only: Attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. Please write your organization name and number on the list.

13. Tournament Game Only: Specify the name(s) of the charitable organization(s) that the proceeds of the tournament will benefit.

Saco Food Pantry, Biddeford Food Pantry, OOB Food Pantry

14. The following consent must be completed by the municipal officers of the city or town where the Game(s) of Chance will take place unless a separate "Letter of Approval" is attached to this application.

Check here if you have attached a "Letter of Approval". Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office

Municipal Consent to License

The undersigned being municipal officers of the City/Town of _____ hereby certify that we consent to the application for licensure by _____ to operate Games of Chance in accordance with the provisions of 17 M.R.S.A. Chapter 62 and in accordance with the Rules promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the conduct of Games of Chance.

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

15. The applicant agrees to obey Federal, State of Maine laws, and rules governing Games of Chance promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: _____

Print Name: _____ Title: _____

Date: _____ Age 18 or older: Yes No

MEETING ITEM COMMENTARY

AGENDA ITEM: Confirm Mayor’s Appointment to the Conservation Commission – Kathleen Dziadzio

COUNCIL RESOURCE: Councilor Michael Burman, Ward 4

STAFF RESOURCE: Shannon Chisholm, Assistant City Planner

BACKGROUND: The Conservation Commission is comprised of members being appointed by the Mayor and approved by the City Council for three-year terms. Each appointed committee member shall be a resident of the City, serve without compensation, and must meet the qualifications outlined in §4-37 of the City’s Administrative Code.

Mayor Doyle has recommended Kathleen Dziadzio (Ward 4) be appointed to the Conservation Commission to fill an open seat with a term expiring on November 27, 2026.

EXHIBIT: 1. Application

RECOMMENDATION: The Mayor recommends confirmation of the appointment of Kathleen Dziadzio to the Conservation Commission.

SUGGESTED MOTION: *“Be it Ordered that the City Council confirm the Mayor’s appointment of Kathleen Dziadzio to the Conservation Commission, for a term that would expire on November 27, 2026.*

“I move to approve the Order.”

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

Advisory body(ies) applicant is interested in serving on: ["Conservation Commission"]

Full Name: Kathleen Dziadzio

Street Address: [REDACTED]

Mailing Address: Saco, ME 04072

E-mail [REDACTED]

Home telephone: [REDACTED]

Mobile Phone: [REDACTED]

Name of Employer: retired

How long have you been a resident of Saco?: 18 years

Please list past board or committee appointment(s), including the community name, the name of the board or committee, and years served: City of Saco Shoreline Commission 6 years Sorry don't quite remember when I started or finished but Ron Michaud appointed me originally. Board of Director, 2017-2020; Nominating Committee Chairman, 2015-2017 Ferry Beach Park Association, Saco, ME

In 50 words or less, please explain why you are interested in serving, and what you might contribute to a board or committee: I have successfully completed the Master Gardener Volunteer Program at the University of Maine Cooperative Extension and conservation is one of the values they espouse.

Do you have any comments or suggestions to help us improve this process?:

If you want to unsubscribe from these emails, please use this [form](#).

MEETING ITEM COMMENTARY

- AGENDA ITEM:** Confirm Mayor’s Re-appointment to the Saco River Corridor Commission –Don Pilon
- COUNCIL RESOURCE:** Mayor Elect Jodi MacPhail
- STAFF RESOURCE:** John Bohenko, City Administrator
- BACKGROUND:** The Saco River Corridor Commission is statutorily authorized by MRSA Title 38, Chapter 6. The Commission is charged with implementing statutory provisions of State law to protect overall health and quality of the Saco River Corridor.
- Per Statute, the Commission consists of one member and one alternate member from each municipality. Commissioners serve three-year terms, per by laws.
- RECOMMENDATION:** The Mayor recommends confirmation of appointment to the Saco River Corridor Commission, of Don Pilon as liaison with terms effective November 1, 2023 to November 1, 2026.
- SUGGESTED MOTION:** *“Be it Ordered that the City Council confirm the Mayor’s appointment of Don Pilon as the liaison to the Saco River Corridor Commission, with a term effective November 1, 2023 to November 1, 2026.”*
- “I move to approve the Order.”*

MEETING ITEM COMMENTARY

AGENDA ITEM: Confirm Mayor’s Appointments to the Parks and Recreation Advisory Committee

COUNCIL RESOURCE: Nathan Johnston, Ward 7

STAFF RESOURCE: Ryan Sommer, Director of Parks & Recreation

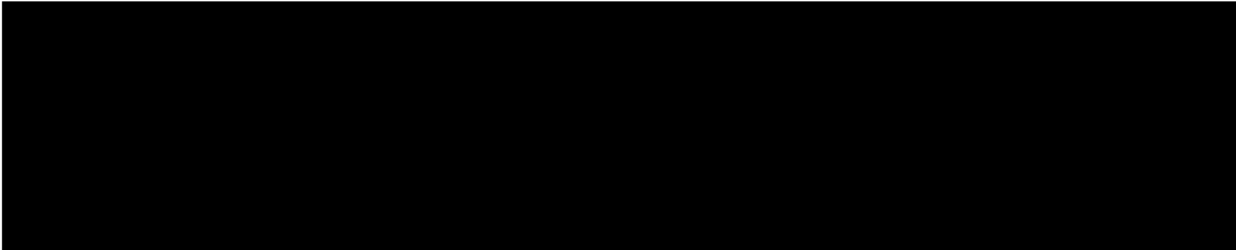
BACKGROUND: The Parks and Recreation Advisory Board was established for the purpose of planning a city-wide Parks and Recreation Program and to advise and assist the Parks and Recreation Director in initiating and maintaining this Program. The Board consists of 11 members, appointed by the Mayor, and approved by Council. The responsibility of the Parks and Recreation Advisory Board includes: (1) responsibility to promote, enhance, and protect recreational opportunities in Saco to maintain and further develop the quality of life. (2) Serve as an Advisor to the Parks and Recreation Director, and as a forum for the discussion of new and creative programs including needs and requirements of present and future activities, programs, and projects.

EXHIBITS: 1. Application for Parks and Recreation Advisory Board

RECOMMENDATION: Staff Recommends the appointments of Jamie Marcotte as a Parks and Recreation Board Committee Members

SUGGESTED MOTION: *“Be it ordered that the City Council confirm the Mayor’s appointment of Jamie Marcotte for a term to begin on July 1, 2023 and expiring on June 30, 2026.”*

“I move to approve the order.”



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

Advisory body(ies) applicant is interested in serving on: ["Parks & Recreation Advisory Board"]

Full Name: Jaime Marcotte

Street Address: [REDACTED]

Mailing Address: [REDACTED]

E-mail: [REDACTED]

Home telephone: [REDACTED]

Mobile Phone: [REDACTED]

Name of Employer: [REDACTED]

How long have you been a resident of Saco?: 32 years

Please list past board or committee appointment(s), including the community name, the name of the board or committee, and years served: This is my first application

In 50 words or less, please explain why you are interested in serving, and what you might contribute to a board or committee: I am interested in getting involved in the community. My daughters go to Saco schools. One works as a camp counselor with Saco Parks and Rec. The other is part of Junior Trojans and practices in the facilities. I work at a local credit union and part of our mission is to enrich and nourish our communities. I feel Saco Parks and Rec does just that and I would love to help.

Do you have any comments or suggestions to help us improve this process?: This was easy!

If you want to unsubscribe from these emails, please use this [form](#).

MEETING ITEM COMMENTARY

- AGENDA ITEM:** (Second/Final 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 (latest draft 11/14/23)
 2. USACE project summary
 3. City Staff Memo on PPA review
- RECOMMENDATION:** City Staff recommend authorizing the City Administrator to finalize the PPA process with USACE to move the project into design and construction.
- SUGGESTED MOTION:** **“Be it ordered that the City Council authorize the City Administrator to enter into the Section 111 Project Partnership Agreement.**
- “I move to approve the order.”**

DRAFT AS OF NOVEMBER 14, 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 District Commander for New England District, and the City of Saco, Maine (hereinafter the “Non-Federal Sponsor”), represented by its City Administrator, each as duly authorized, hereinafter individually “Party” and collectively “Parties”.

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 (collectively, “Decision Document”).

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 at the written request of the Non-Federal Sponsor and 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 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 one percent (1%) 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 one percent (1%) 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 one percent (1%) 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 one percent (1%).

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 of the Non-Federal Sponsor 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; the average annual costs for operation, maintenance, repair, replacement, and rehabilitation of the Project are 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 sixty (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 thirty (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.I.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

he 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:
City Administrator
City of Saco, Maine
300 Main Street
Saco, Maine 04072

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 District Commander for New England District of the Department of the Army.

DEPARTMENT OF THE ARMY

CITY OF SACO, MAINE

BY: _____
[TYPED NAME]
[FULL TITLE]

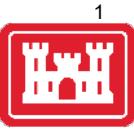
BY: _____
John Bohenko
City Administrator

DATE: _____

DATE: _____



CAP SECTION 111 SACO / CAMP ELLIS, ME



CAP Section 111 (Mitigation to shore damage attributable to navigation works.

Authorization:

CAP Section 111, R&H Act of 1968.

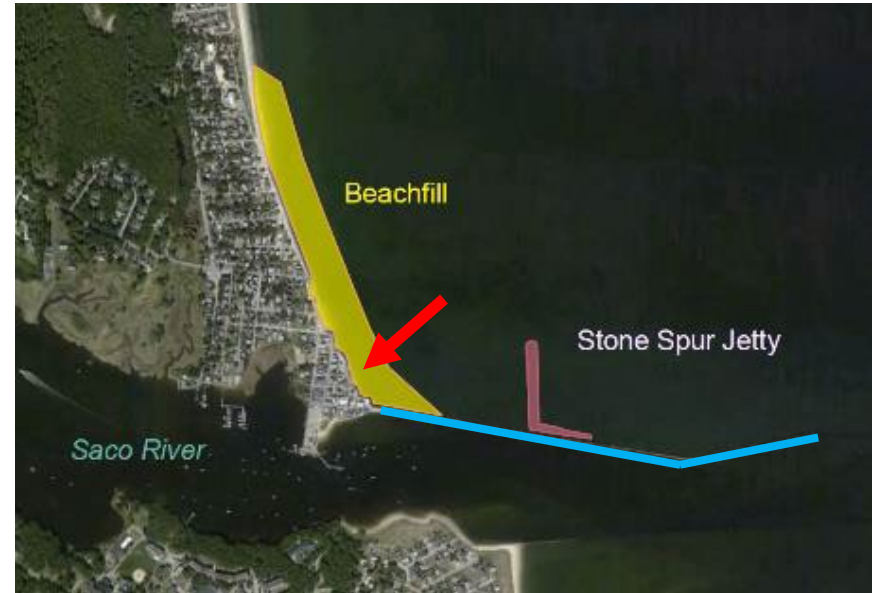
Normally limited to \$10 million in Federal cost, WRDA 2007 increased the Federal cap to \$26.9 million.

Water Resources Development Act of 2022 (WRDA) Section 8342 increased the Federal cap to \$45 million.

Project Description:

Construction of a 750 LF stone spur jetty and beachfill (73,170 CY). Future renourishments (estimated 4, NTE \$45M) @ a 10 yr cycle, 65,000 CY.

Spur jetty specifics: location determined through multiple simulations. The spur jetty will intercept the reflected wave energy, break a portion of the incident wave energy, and block Mach-Stem wave effects from transferring energy along the structure. In summary it will reduce the overall wave energy arriving at Camp Ellis Beach and seaward removal of material from the beach.





PROJECT TIMELINE



- 2000: Saco, Camp Ellis Section 111 Study initiated. Study showed that recommended plan would be well above the \$10M project cost limit, unable to recommend a plan without requiring ~\$17M in nonfederal funds.
- 2007: Section 3085 of the Water Resources Development Act of 2007 increased the allowable total cost of the project to \$26.9M.
- April 2019: Final report completed, the beach fill component of Plan 6 in this report was reduced in the most recent cost estimate to 168,000 cubic yards of sand to bring the total project cost down to the \$26.9 million Federal total project cost limit. Project not supported by city due to O&M requirements (for both jetty and future renourishments).
- January 2020: USACE terminated further work on the project due to the lack of a willing and capable non-Federal sponsor.
- April 2021: City of Saco submitted a letter of support for the recommended plan that fully and unambiguously complied with the requirements of non-Federal cooperation. In order to prepare a PPA, the District was required to update the 2019 report to current price levels which resulted in the 2022 Addendum. Price level increases led to the need to reduce the beachfill component to 91,700 CY of sand so that it would remain below the \$26.9M limit. City provided a letter of support for this recommended plan in September 2022. The report was finalized in December 2022.
- January 2023: before a PPA could be prepared for the 2022 Addendum that was approved in December 2022, WRDA 2022 increased the total cost to \$45M and allowed the Government to participate in future renourishments. Subsequently, HQ/NAD told the District that in order to prepare a PPA, these changes in allowable cost must be documented in a report to be approved by NAD, this resulted in the August 2023 Update to the 2022 Addendum. During the review of this report, NAD found an error in project cost calculations that were done for the 2022 report, the wrong beachfill was used in 2022. The correct beachfill amount of 73,170 was required to be inserted into the approved 2023 Update and is what is captured in the draft PPA which was submitted to the City for review in September 2023. Final recommended implementable plan is for construction of a 750 LF stone spur jetty and beachfill (73,170 CY). Future renourishments (estimated 4, NTE \$45M) @ a 10 yr cycle, 65,000 CY.



Public Works Department
15 Phillips Spring Road
Saco, Maine 04072

Patrick Fox, Director
Telephone: (207) 284-6641
Email: pfox@sacomaine.org

MEMO for Council Discussion

TO: Council, Mayor

FROM: Patrick Fox, Public Works Director

DATE: November 15, 2023

AGENDA ITEM: Camp Ellis Section 111- Project Partnership Agreement Review

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. The following questions have been discussed during review of this PPA:



What is the scope of USACE work under this project?

The PPA outlines the following design, construction, and continuing activities to be the responsibility of USACE:

- Design and Construction of a stone spur jetty approximately 750 long and initial placement of approximately 92,000 cubic yards of sand beach fill within an area extending 3,000 feet north of the main jetty. (Federal first cost of approximately \$31 million)
- Periodic sand nourishment during the federal participation period that begins on initiation of construction and extends 50 years but is limited to the federal participation spending limit of \$45 million. (estimated 4 nourishments of 65,000 cubic yards each)
- The USACE is responsible for any environmental, historic, or hazardous materials reviews for the currently defined scope of work.
- USACE shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (OMRR&R Manual)

What are the City's responsibilities as a non-federal sponsor of this project?

All Section 111 projects require a non-federal sponsor to sign a PPA prior to final design and construction. Saco's responsibilities as the non-federal sponsor of this project include:

- Participate in a Project Coordination Team throughout the project design and implementation phases. Saco will respond to any requested information through the design process regarding any historic or environmental considerations.
- Upon completion of initial construction by USACE, the City will accept responsibility for operation, maintenance, repair, rehabilitation, and replacement of the project components in perpetuity.

- The City will be required to comply with the OMRR&R Manual directives through regular inspections, maintenance and repair of the spur jetty, and monitoring/nourishing of the beach. USACE estimates the average cost of compliance to be \$87,000 per year.

What are the City costs if the project is over budget?

Many federal or state funded projects require the City to contribute a cost share match during construction. This Section 111 project does not have a local match requirement. If the initial cost of construction is higher than currently estimated, it should only reduce the amount of future sand renourishment that is completed by USACE before they reach their Federal Participation Limit.

The City could propose additional work to be completed within this project, however the City would pay 100% of those costs. It is not recommended the City propose any additional work as part of the project at this time.

What are the staff recommendations for Council regarding this PPA?

The City has been supporting this Section 111 project moving forward to construction for decades. Without a signed PPA, the federal government is not going to address any shoreline erosion mitigation in Camp Ellis. While staff does not feel the selected project will eliminate our need to continually address erosion mitigation along Saco's entire coastline, it is understood that this project will lessen the impact the main jetty has on accelerating and intensifying erosion and storm damage in Camp Ellis. This work may also allow other local or state coastal resiliency measures to be more effective in the future.

An attorney at Preti Flaherty reviewed this Project Partnership Agreement on behalf of the City, with the understanding that USACE had already stated that substantial edits or substantive changes would result in project delays or the inability for the project to move forward. City staff forwarded approximately 10 requested edits or clarifications on the agreement to the USACE project manager. These were reviewed and responded to by USACE District legal counsel, and a slightly revised version returned to the City for approval. Most of the Agreement ties directly to federal regulations that are not open to negotiation for this individual project without significant delays. Other minor suggested edits were incorporated into the current version.

Staff recommends authorizing the City Administrator to enter into the latest revised PPA to move this project into design and construction. Staff believes there will be opportunities through active participation in the Project Coordination Team to lessen the long-term liabilities and costs that may be incurred as the non-federal sponsor for this project. It is also recommended that Council recognize that Saco will have future costs to comply with the OMRR&R Manual and explore establishing a reserve fund and annual set aside amount in the upcoming 2025 budget process.

MEETING ITEM COMMENTARY

AGENDA ITEM: (Public Hearing) Renewal Application for a Special Entertainment Permit – Townhouse Pub

COUNCIL RESOURCE: Councilor Nathan Johnston, Ward 7

STAFF RESOURCE: Michele L. Hughes, City Clerk

BACKGROUND: **Townhouse Management Inc. d/b/a Townhouse Pub** has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment's liquor license.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with the Saco City Code, Chapter 93 - Entertainment §93-2.

EXHIBITS: 1. Special Entertainment Permit

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: *"I move to open the Public Hearing."*

"I move to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by Townhouse Management Inc. d/b/a Townhouse Pub for a Special Entertainment permit to be concurrent with the establishment's current liquor license".

"I move to approve the Order."



PERMIT TO BE DISPLAYED

MUNICIPALITY: **Saco** COUNTY: **York, Maine**

Fee Paid...\$200.00 Date Paid...10-10-2023
Advertising \$100

Special Entertainment Permit

This permit is hereby granted upon condition that the licensed premises do not violate the above statute or any ordinance, rules or regulations promulgated pursuant thereto.	
Licensee's Name:	<u>Townhouse Pub</u>
Business Name:	<u>Townhouse Management, Inc.</u>
Location of Premises:	<u>5 Storer St., Saco ME 04072</u>
P.O. Box Address:	
Municipality:	<u>Saco</u>
Description of Premises:	<u>pub/lounge</u>
Facilities Required:	
Hours Permit is Effective:	<u>11:00am</u> to <u>1:00am</u>
Type(s) of music, dancing, entertainment permitted:	<u>DJ, live bands, Karaoke</u>

This permit expires December 21, 2024 unless revoked by the Municipal Officials.

Dated at the City of Saco this.....day of....., 20.....

	_____	Mayor
Certified True Copy	_____ } _____ } _____ }	
Municipal Clerk	_____ } _____ } _____ }	Council members of the City of Saco

MEETING ITEM COMMENTARY

AGENDA ITEM: (New Business) Petition for City Acceptance of New Public Street Per Chapter 186: Jada Drive in Foster Fields Subdivision

STAFF RESOURCE: Emily Cole-Prescott, City Planner

COUNCIL RESOURCE: Joe Gunn, Ward 3 City Councilor & Planning Board Liaison

BACKGROUND: Foster Fields Subdivision (aka: Ricker Road Subdivision), approved in February 2019, consists of nine residential house lots served by private septic systems and wells off Flag Pond and Ricker Roads. This road was designed and constructed to city street standards, and the developer is now requesting that the City Council consider accepting the street per Chapter 186 ordinance provisions. At its November 7th meeting, the Planning Board forwarded a positive recommendation of this request, provided that compliance with condition #19 had been confirmed. Staff has since verified this condition has been met.

EXHIBITS:

1. Warranty Deed for Jada Drive
2. Foster Fields Approved Subdivision Plan
3. [Link to November 7th Planning Board Packet Re: Jada Dr.](#)
4. November 15th Letter to Developer Re: Jada Dr.

RECOMMENDATION: The Planning Board forwarded a positive recommendation.

SUGGESTED MOTION: As this is a new business item, no motion is necessary for this evening's meeting.

WARRANTY DEED

NOW COMES SEBAGO LAND DEVELOPERS, INC., a Maine Corporation of Raymond, Maine (Grantor), which herein, grants, transfers, and conveys, with warranty covenants, unto THE CITY OF SACO, a Maine Municipality, of 300 Main St, Saco, Maine (the "City") a certain lot or parcel of land, for public road purposes, situated on the Northwesterly side of Ricker Road and the Northerly side of Flag Pond Road in the City of Saco, County of York and State of Maine being more particularly described as follows:

Beginning at a 5/8" capped rebar (#1328) set in the ground on the Northwesterly side line of Ricker Road at the Easterly corner of land now or formerly of Ronald and Ingrid Towne (6498/162);

Thence N 52°00'07" W along land of the said Towne 199.41 feet to a 1 ½" iron pipe found set in the ground at the Northerly corner of land of the said Towne and on the Southeasterly boundary of Lot #3 as shown on the "**Foster Fields Subdivision**" plan recorded in the York County Registry of Deeds in Plan Book 404 on Page 3;

Thence N 37°59'53" E along the Southeasterly boundary of the said Lot #3 a distance of 6.00 feet to a 5/8" capped rebar (#1328) set in the ground;

Thence N 52°00'07" W continuing along the Southeasterly boundary of the said Lot #3 a distance of 30.21 feet to a granite monument set in the ground;

Thence continuing along the Northerly boundary of the said Lot #3 following a curve to the left with a radius of 225.00 feet a distance of 192.21 feet to a granite monument set in the ground;

Thence S 79°03'05" W continuing along the Northerly boundary of the said Lot #3 a distance of 134.77 feet to a granite monument set in the ground;

Thence continuing along the Northerly boundary of the said Lot #3 following a curve to the right with a radius of 275.00 feet a distance of 82.26 feet to a 5/8" capped rebar (#1328) set in the ground at the Northwesterly corner of the said Lot #3 and the Northeasterly corner of Lot #4;

Thence along the Northerly boundary of the said Lot #4 following a curve to the right with a radius of 275.00 feet a distance of 5.52 feet to a granite monument set in the ground;

Thence N 82°39'40" W continuing along the Northerly boundary of the said Lot #4 a distance of 194.44 feet to a granite monument set in the ground;

Thence along the Northwesterly boundary of the said Lot #4 following a curve to the left with a radius of 175.00 feet a distance of 289.62 feet to a granite monument set in the ground;

Thence S 2°30'58" W along the Westerly boundary of the said Lot #4 and across land of the Grantor a total distance of 341.40 feet to a granite monument set in the ground;

Thence continuing across land of the Grantor following a curve to the left with a radius of 425.00 feet a distance of 47.01 feet to a granite monument set in the ground;

Thence S 3°49'19" E continuing across land of the Grantor 59.45 feet to a granite monument set in the ground on the Northerly side line of Flag Pond Road;

Thence S 86°24'27" W along the Northerly side line of the said Flag Pond Road 60.04 feet to a 5/8" capped rebar (#1328) set into a stump in a cluster of maple trees;

Thence across land of the Grantor following a curve to the left with a radius of 10.00 feet a distance of 15.75 feet to a granite monument set in the ground;

Thence N 3°49'19" W continuing across land of the Grantor 49.21 feet to a granite monument set in the ground;

Thence continuing across land of the Grantor following a curve to the right with a radius of 475.00 feet a distance of 52.54 feet to a granite monument set in the ground;

Thence N 2°30'58" E continuing across land of the Grantor 161.12 feet to a 5/8" capped rebar (#1328) set in the ground at the Southeasterly corner of Lot #5;

Thence continuing N 2°30'58" E along the Easterly boundary of the said Lot #5 a distance of 180.28 to a granite monument set in the ground;

Thence continuing along the Easterly boundary of the said Lot #5 following a curve to the right with a radius of 225.00 feet a distance of 20.12 feet to a 5/8" capped rebar (#1328) set in the ground at the Southeasterly corner of Lot #6;

Thence along the Easterly boundary of the said Lot #6 following a curve to the right with a radius of 225.00 feet a distance of 193.62 feet to a granite monument set in the ground at the Northeasterly corner of the said Lot #6;

Thence along the Southerly boundary of the said future right-of-way to abutting parcel following a curve to the right with a radius of 225.00 feet a distance of 67.28 feet to a granite monument set in the ground at the Southwesterly corner of the said Lot #7;

Thence along the Southerly boundary of the said Lot #7 following a curve to the right with a radius of 225.00 feet a distance of 91.35 feet to a granite monument set in the ground;

Thence S82°39'40" E continuing along the Southerly boundary of the said Lot #7 a distance of 103.16 feet to a 5/8" capped rebar (#1328) set in the ground;

Thence continuing S 82°39'40" E across land of the Grantor 91.28 feet to a granite monument set in the ground;

Thence continuing across land of the Grantor following a curve to the left with a radius of 225.00 feet a distance of 71.81 feet to granite monument set in the ground;

Thence N 79°03'05" E continuing across land of the Grantor 98.01 feet to a 5/8" capped rebar (#1328) set in the ground at the Southwesterly corner of Lot #2;

Thence continuing N 79°03'05" E along the Southerly boundary of the said Lot #2 a distance of 36.76 feet to a granite monument set in the ground;

Thence continuing along the Southerly boundary of the said Lot #2 following a curve to the right with a radius of 275.00 feet a distance of 163.64 feet to a 5/8" capped rebar (#1328) set in the ground at the Southeasterly corner of the said Lot #2 and at the Southwesterly corner of Lot #1;

Thence along the Southerly boundary of the said Lot #1 following a curve to the left with a radius of 275.00 feet a distance of 71.28 feet to a granite monument set in the ground;

Thence S 52°00'07" E continuing along the Southerly boundary of the said Lot #1 a distance of 217.79 feet to a granite monument set in the ground;

Thence continuing along the Southerly boundary of the said Lot #1 following a curve to the left with a radius of 10.00 feet a distance of 15.98 feet to a granite monument set in the ground at the Southeasterly corner of the said Lot #1 on the Westerly side line of the said Ricker Road;

Thence S 36°24'42" W along the Westerly side line of the said Ricker Road 66.30 feet to the point of beginning.

All bearings are Magnetic of the Year 1984.

MEANING AND INTENDING to convey a portion of the premises conveyed to this Grantor by a deed recorded in the York County Registry of Deeds in Book 17,186 on Page 519, said parcel to be known as Jada Drive.

TRANSFERRING also a 50' wide future right-of-way to abutting land now and formerly of Ralph E. Temm (4581/109) being more particularly described as follows:

Beginning at a granite monument set in the ground on the Northwesterly side line of Jada Drive and the southeasterly corner of said Lot 6;

Thence along the Easterly boundary of the said Lot #6 following a curve to the left with a radius of 10.00 feet a distance of 14.21 feet to a granite monument set in the ground;

Thence N 24°29'19" W along the said Lot #6 a distance of 239.20 feet to a 5/8" capped rear (#1328) set in the ground at the Northerly corner of the said Lot #6 on the Southerly boundary of land now or formerly of Ralph E. Temm (4581/109);

Thence N 53°30'10" E along land of the said Temm 51.12 feet to a 5/8" capped rebar (#1328) set in the ground at the Northwesterly corner of Lot #7;

Thence S 24°29'19" E along the said Lot #7 a distance of 249.84 feet to a granite monument set in the ground;

Thence continuing along the said Lot #7 following a curve to the left with a radius of 10.00 feet a distance of 14.21 feet to a granite monument set in the ground at the Southwesterly corner of the said Lot #7;

Thence along the Northerly sideline of Jada Drive right-of-way following a curve to the left with a radius of 225.00 feet a distance of 67.28 feet to the point of beginning.

All bearings are Magnetic of the Year 1984.

MEANING AND INTENDING to convey a portion of the premises conveyed to this Grantor by a deed recorded in the York County Registry of Deeds in Book 17,186 on Page 519, said parcel to be known as Future right-of-way.

TRANSFERRING also all of those drainage, grading and open space easements shown on the Plan of Foster Fields as recorded in Plan Book 404, Page 3 of the York Country Registry of Deeds.

Said easements include specifically a twenty-five (25) foot wide drainage easement over part of Lot 7; a thirty (30) foot by fifty (50) foot drainage easement over part of Lots 1 and 2; a thirty (30) foot by fifty (50) foot drainage easement over part of Lot 1; a thirty (30) foot by fifty (50) foot drainage easement over part of Lot 3; and a thirty (30) foot by fifty (50) foot drainage easement over part of Lot 4; three drainage easements and a 40' by 50' fire cistern easement on the Open Space parcel; and grading easements over parts of Lots 1-6;

Including the unimpeded right to install, use, and maintain for all times a fire cistern on certain open space that abuts Flag Pond Road and so-called Jada Drive.

And finally, an open space and drainage easement running on the easterly side of said Jada Drive from Flag Pond Road and along land now or formerly Lucille Pelletier, along land now or formerly of Grantor herein, and along Lot 4 and Lot 3, as shown on the Plan of Foster Fields referenced herein above.

WITNESS the hand and seal of Grantor, this _____ day of October, 2023.

WITNESS: SEBAGO LAND DEVELOPERS, INC.:

Signature

Signature

Print name

Print name, title

STATE OF MAINE
YORK, ss.

October ____, 2023

Then personally appeared before me, _____,
_____ for the Sebago Land Developers, Inc. who gave oath and
acknowledged the foregoing to be the free act and deed of Sebago Land Developers, Inc. and of
his/her authority to act herein on its behalf.

Before me,

Notary Public/Attorney at Law

GENERAL NOTES

- THE RECORD OWNER AND APPLICANT IS SEBAGO LAND DEVELOPERS INC. BY DEED RECORDED IN THE YORK COUNTY REGISTRY OF DEEDS BOOK 175R PAGE 602.
- THE PROPERTY IS LOCATED AT THE INTERSECTION OF FLAG POND ROAD AND RICKER ROAD IN SACO, MAINE. IT IS DESCRIBED AS LOT 28 ON CITY OF SACO ASSESSORS TAX MAP 109.
- TOTAL AREA OF PARCEL: 26.12 AC.
- SPACE AND BULK INFORMATION FOR CONSERVATION DISTRICT (C-1):
TRADITIONAL SUBDIVISION:
MIN. LOT AREA: 80,000 S.F. (UNSERVICED)
MIN. STREET FRONTAGE: 200 FT.
MIN. FRONT SETBACK: 25 FT.
MIN. SIDE SETBACK: 25 FT.
MIN. REAR SETBACK: 25 FT.
MAX. LOT COVERAGE: 20%
MAX. BUILDING HEIGHT: 35 FT.
- THE OUTER BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THIS PLAN IS BASED ON A PLAN ENTITLED "PLAN OF LAND ON RICKER ROAD FLAG POND ROAD IN SACO, MAINE FOR DAN FOSTER 144 DRYD WOODS ROAD, RAYMOND, ME 04071," BY WAYNE T. WOOD & CO., 30 WOOD DR., GRAY, MAINE, DATED, APRIL, 2017.
- SITE ENGINEERING PROVIDED BY LAWRENCE R. BASTIAN, P.E. #4623 OF TERRADYN CONSULTANTS, LLC, 41 CAMPUS DRIVE, SUITE 101, NEW GLIOUCESTER, MAINE.
- THE PROPOSED LOTS WILL BE SERVED BY INDIVIDUAL DRINKING WATER WELLS AND ON SITE SUBSURFACE WASTEWATER DISPOSAL SYSTEMS.
- THE PROJECT REQUIRES A NATURAL RESOURCE PROTECTION ACT (NRPA) TIER 1 WETLAND ALTERATION PERMIT. TOTAL WETLAND IMPACTS ARE 8313 S.F. NO ADDITIONAL WETLAND IMPACTS SHALL BE CREATED WITHOUT THE APPROVAL OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- WETLAND BOUNDARIES DEPICTED ON THIS PLAN WERE DELINEATED BY LONGVIEW PARTNERS, LLC IN JULY, 2017.
- LONGVIEW PARTNERS, LLC. PERFORMED SITE INVESTIGATIONS FOR THE PRESENCE OF VERNAL POOL HABITAT ON 4/19/2017 AND 5/4/2017. NO VERNAL POOL HABITAT WAS FOUND.
- TEST PITS WERE CONDUCTED BY HARRIS SEPTIC SOLUTIONS, INC., WINDHAM, MAINE TO DETERMINE THE SUITABILITY OF SOIL FOR CONSTRUCTION OF WASTEWATER DISPOSAL SYSTEMS.
- DRIILLED WELLS ON EACH LOT SHALL BE SET BACK MINIMUM 100' FROM THE NEAREST SUBSURFACE WASTEWATER DISPOSAL SYSTEM, IN ACCORDANCE WITH MAINE WASTEWATER DISPOSAL RULES.
- HFE-200 WASTEWATER DISPOSAL SYSTEM DESIGNS SHALL BE SUBMITTED WITH BUILDING PERMIT APPLICATIONS FOR EACH LOT.
- PROPOSED DRIVEWAY LOCATIONS SHALL BE REVIEWED AND APPROVED BY THE SACO DEPARTMENT OF PUBLIC WORKS PRIOR TO CONSTRUCTION OF CURB AND SIDEWALK. DRIVEWAY CURBS SHALL BE INSTALLED PER CITY OF SACO REQUIREMENTS. MINIMUM CURB SIZES FOR EACH LOT SHALL BE 12".
- THE CITY OF SACO HAS THE RIGHT TO ACCESS, REPAIR AND MAINTAIN PUBLIC INFRASTRUCTURE (ABOVE AND BELOW GROUND SURFACES) WITHIN THE EASEMENT AREAS SHOWN. NO BUILDING, STRUCTURE, OR PERMANENT OBSTRUCTIONS (I.E. FENCES, RETAINING WALLS, TREES, ETC.) SHALL BE ERRECTED WITHIN SAID EASEMENTS WITHOUT PRIOR CONSENT BY THE CITY OF SACO. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ALL COSTS TO REMOVE NON-PERMITTED ACTIVITIES WITHIN THE EASEMENT AREAS.
- FAILURE TO COMMENCE SUBSTANTIAL CONSTRUCTION OF THE SUBDIVISION WITHIN TWO YEARS OF THE DATE OF APPROVAL AND SIGNING OF THE PLAN SHALL RENDER THE PLAN NULL AND VOID. SUBSTANTIAL COMPLETION SHALL MEAN THE COMPLETION OF THE ROAD BASE, BEFORE THE TWO YEAR EXPIRES. THE OWNER MAY APPLY TO THE PLANNING BOARD FOR A TWO-YEAR EXTENSION OF THE SUBDIVISION APPROVAL. IF THIS CONDITION HAS NOT BEEN MET, THE BOARD MAY REQUIRE THAT THE SUBDIVISION MEET ANY NEW REGULATIONS OR ORDINANCES.
- ALL ROAD AND INFRASTRUCTURE CONSTRUCTION SHALL BE COMPLETED PER THE APPROVED PLAN NO LATER THAN 180 DAYS AFTER THE POSTING OF THE FINANCIAL GUARANTEE AS DESCRIBED IN ARTICLE 8 OF THE CITY OF SACO SUBDIVISION REGULATIONS. AFTER THAT DATE, THE DEVELOPER SHALL BE CONSIDERED TO BE IN DEFAULT, AND THE CITY AT ITS DISCRETION SHALL HAVE ACCESS TO THE FUNDS TO FINISH CONSTRUCTION. ALL ROADS AND INFRASTRUCTURE INTENDED FOR CITY ACCEPTANCE SHALL BE OFFERED TO THE CITY AS OUTLINED IN SECTION 11.26 OF THE CITY OF SACO SUBDIVISION REGULATIONS AND IN SECTION 166.37 OF CITY CODE WITHIN NINETY (90) DAYS AFTER THE END OF SAID 36 MONTH PERIOD. PRIOR TO THE END OF SAID 36 MONTH PERIOD, THE OWNER MAY APPLY TO THE PLANNING BOARD FOR A SINGLE ONE-YEAR EXTENSION OF THE COMPLETION REQUIREMENT. THE EXTENSION REQUEST SHALL INCLUDE VERIFICATION THAT THE EXISTING FINANCIAL GUARANTEE

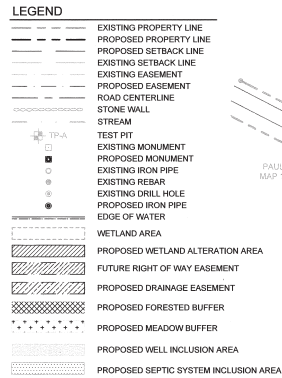
- IS SUFFICIENT TO GUARANTEE COMPLETION OF THE SUBDIVISION. THE BOARD MAY REQUIRE AN INCREASE OF THE FINANCIAL GUARANTEE IF WARRANTED BY CHANGING ECONOMIC OR OTHER CIRCUMSTANCES, BUT IN NO CASE SHALL THE AMOUNT OF THE FINANCIAL GUARANTEE EXCEED 100% OF THE COST OF REMAINING IMPROVEMENTS. THE EXTENSION REQUEST SHALL BE GRANTED IF THE APPLICANT CAN DEMONSTRATE TO THE BOARD'S SATISFACTION WHY COMPLETION CANNOT NOT OCCUR WITHIN 36 MONTHS OF THE POSTING OF THE FINANCIAL GUARANTEE.
- UNTIL THE STORMWATER DEEDS ARE OFFERED AND ACCEPTED BY THE CITY OF SACO, THE OWNER SHALL BE REQUIRED TO PERFORM ROUTINE INSPECTION AND MAINTENANCE OF THE STORMWATER FACILITIES AS OUTLINED IN THE OPERATIONS AND MAINTENANCE MANUAL DEVELOPED SPECIFICALLY FOR THE SITE. A COPY OF THE ANNUAL INSPECTION AND MAINTENANCE REPORT, INCLUDING INSPECTION LOGS, SHALL BE SUBMITTED ANNUALLY (BY JULY 15TH OF EACH YEAR) TO THE CITY OF SACO PUBLIC WORKS DEPARTMENT.
- LOTS 8 & 9 ARE LOTS OF RECORD THAT WERE DIVIDED AND SOLD WITHIN THE LAST 5 YEARS.
- THE TOTAL IMPERVIOUS AREA ON LOT 1 THROUGH 7 SHALL NOT EXCEED 5,000 SF. PER LOT. TOTAL DEVELOPED AREA ON EACH OF THESE LOTS SHALL NOT EXCEED 20,000 SF.
- OWNERSHIP AND MAINTENANCE OF THE OPEN SPACE SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION HOMEOWNERS' ASSOCIATION.
- ALL STORMWATER BUFFERS SHALL BE STRUCK ALONG THE ROAD RIGHT-OF-WAY AND ON EACH LOT PRIOR TO STARTING ANY CONSTRUCTION WITHIN 100' OF THE BUFFER.
- NO WETLAND IMPACTS SHALL BE ALLOWED FOR CONSTRUCTION OF DRIVEWAY ACCESS OR ANY OTHER IMPROVEMENTS ON LOTS WITHIN THE SUBDIVISION.

EASEMENT AND STORMWATER BUFFER NOTES

- DRAINAGE, GRADING AND FUTURE RIGHT-OF-WAY SHALL BE CONVEYED AT TIME OF ACCEPTANCE TO CITY OF SACO.
- EASEMENT GRANTED TO CENTRAL MAINE POWER CO.
- FORESTED BUFFERS ON EACH LOT SHALL BE DEED RESTRICTED.
- FORESTED BUFFERS WITHIN THE OPEN SPACE SHALL BE DEED RESTRICTED TO THE HOMEOWNERS' ASSOCIATION.
- EASEMENT SHALL BE CONVEYED AT THE TIME OF ACCEPTANCE TO THE CITY OF SACO, EXCLUDES LEVEL SHIPRAIR.
- EASEMENT SHALL BE CONVEYED AT THE TIME OF ACCEPTANCE TO THE CITY OF SACO.

NET RESIDENTIAL AREA CALCULATIONS

	AREA (S.F.)
GROSS AREA:	1,137,824
ROAD ROW:	86,480
ISOLATED AREAS:	58,287
FLOOD ZONE:	0
WETLANDS:	232,677
STREAMS:	0
STEEP SLOPES:	0
NET RESIDENTIAL AREA:	760,400
MIN. NRA PER DWELLING UNIT:	80,000
MAX. # DWELLING UNITS:	9



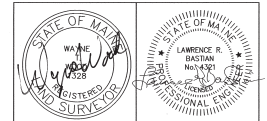
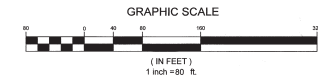
APPROVED: CITY OF SACO
PLANNING BOARD

M. J. O'Sullivan
Walter White
James Barry Clark
D. P. ...
John R. ...

STATE OF MAINE
YORK COUNTY SS REGISTRY OF DEEDS
2017-04-24 12:30:14
AT 1 h 52 m P.M. AND RECORDED IN
PLAN BOOK 175-C, PAGE 3
REGISTER

PLANNING BOARD CONDITIONS OF APPROVAL

- THE DEEDS FOR LOTS 1 THROUGH 7 SHALL STATE THAT IMPERVIOUS AREA ON THE LOT SHALL NOT EXCEED 5,000 SF AND TOTAL DEVELOPED AREA ON THE LOT SHALL NOT EXCEED 20,000 SF.
- AS PART OF THE BUILDING PERMIT PROCESS, THE APPLICANT SHALL SUBMIT A PLAN FOR EACH LOT THAT SHALL INCLUDE THE LOCATION AND FOOTPRINT FOR THE HOUSE, LOCATION OF DRIVEWAY AND PROPOSED GRADING. ANY SITE CONSTRAINTS (I.E. WETLANDS, BUFFERS, EASEMENTS, ETC) SHALL BE SHOWN ON THE PLOT PLAN AS WELL AS A SUMMARY DEMONSTRATING CONFORMANCE WITH THE DEVELOPMENT THRESHOLDS ESTABLISHED FOR EACH LOT.
- PRIOR TO THE START OF CONSTRUCTION, THE BUFFER AREAS SHALL BE MARKED IN THE FIELD AND COPIES OF THE RECORDED BUFFER DEED RESTRICTIONS SHALL BE PROVIDED TO THE PLANNING DEPARTMENT.
- THE FIRE CISTERN TANK SHALL BE INSTALLED IN ACCORDANCE WITH THE SACO FIRE DEPARTMENT STANDARDS. A MANUFACTURER'S SUBMITTAL FOR THE FIRE CISTERN TANK AND APPURTENANCES SHALL BE SUBMITTED TO THE SACO FIRE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO ORIGINATING THE STRUCTURE. THE FIRE CISTERN TANK SHALL BE INSTALLED AND TESTED BY THE SACO FIRE DEPARTMENT PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.
- PRIOR TO THE START OF CONSTRUCTION, THE APPLICANT SHALL SUBMIT A COPY OF THE CMP ELECTRICAL PLAN FOR THE DEVELOPMENT AND THE APPLICANT SHALL CONFER WITH THE DPW FOR THE LOCATION OF AN ELECTRICAL SERVICE AND METER SET TO SERVE THE STREET LIGHT SYSTEM.



DATE: 8-1-2019
FILE: WAYNE T. WOOD

DATE: 8-1-2019
FILE: LAWRENCE R. BASTIAN

NO.	DATE	REVISIONS
1	7/11/2019	FINAL PLANS
2	8/2/2019	RESPONSE TO ADDITIONAL CITY COMMENTS
3	7/1/2019	FINAL SUBDIVISION PLAN APPROVAL CONDITIONS
4	7/1/2019	RESPONSE TO CITY REVIEW COMMENTS
5	1/10/2018	RESPONSE TO CITY REVIEW COMMENTS
6	5/22/2018	PRELIMINARY SUBDIVISION PLAN

41 CAMPUS DRIVE
NEW GLIOUCESTER, ME 04060
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com



PROJECT: FOSTER FIELDS SUBDIVISION
SCALE: AS SHOWN
SHEET TITLE: SUBDIVISION PLAN
PREPARED FOR: SEBAGO LAND DEVELOPERS, INC.
144 DRYD WOODS ROAD
RAYMOND, MAINE 04071

DATE: 8/1/2018
SCALE: 1"=80'
DESIGNED: MTW
JOB NO: 1722
FILE: 1722-SB
SHEET: C-1.0

Planning Department

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



Emily Cole-Prescott

City Planner

EPrescott@sacomaine.org

Phone: (207) 282-3487

November 15, 2023

Sebago Land Developers
Dan and Karen Foster
144 Dryad Woods Road
Raymond, ME 04071

Re: Chapter 186 Review – City Street Acceptance Request of Jada Drive in the Foster Fields Subdivision

Dear Dan and Karen,

Thank you for your City Street Acceptance Request of Jada Drive in the Foster Fields Subdivision. The Planning Department received this request on October 12, 2023 and scheduled it for the November 7th Planning Board meeting for review and public hearing. At that meeting, the Board reviewed the request and opened the hearing. As no members of the public chose to speak, the Board closed the hearing. The Board further reviewed the submitted documentation, including compliance check provided by City Staff. After discussion of the conditions, the Board moved to send a positive recommendation of City Street Acceptance request of Jada Drive provided that condition #19 has been met.

The next step is for the City Council to review this request as a new business item during one of its upcoming meetings. Planning Staff will coordinate scheduling and confirm the time of this meeting with you.

If you have any questions about this correspondence, please do not hesitate to contact me.

Sincerely,

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

Emily Cole-Prescott
City Planner

Cc: Patrick Fox, Public Works Director
Joe Laverriere, City Engineer
David Twomey, Code Enforcement Director
Kate Kern, Assessor
John P. Bohenko, City Administrator