

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, SEPTEMBER 25, 2023 – 6:30PM  
CITY HALL AUDITORIUM**

- I. CALL TO ORDER**
- II. RECOGNITION OF MEMBERS PRESENT**
- III. PLEDGE OF ALLEGIANCE**
- IV. GENERAL**
- V. COMMITTEE CORRESPONDENCE TO COUNCIL**
- VI. PUBLIC COMMENT**
- VII. APPROVAL OF MINUTES:** September 11, 2023, and September 18, 2023
- VIII. CONSENT ITEMS**
- IX. ACTION ITEMS**
  - A. (Second/Final Reading) LD 2003 Housing Ordinance Revisions **Pg. 2**
  - B. (First Reading) Commercial Property Assessed Clean Energy (C-PACE Ordinance) **Pg. 3**
- X. NEW BUSINESS**
  - A. Follow Up from 2021 Agenda Item: Ecology School Business Partnership Initiative (BPI) for Left Turn Lane **Pg. 10**
  - B. Informational Update-Transportation Master Plan & Impact Fee Study **Pg. 17**
  - C. Budget Amendment #2 – Transportation Center Custodial and Security Contracted Services **Pg. 18**
- 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)]:*

  - (A) Personnel Matter*
  - (E) Consultation between the municipality and its attorney*
- XIV. REPORT FROM EXECUTIVE SESSION**

Language for this will be provided during Executive Session
- XV. ADJOURNMENT**

## MEETING ITEM COMMENTARY

- AGENDA ITEM:** (Second/Final Reading) LD 2003 Housing Ordinance Revisions
- COUNCIL RESOURCE:** Joe Gunn, Ward 3 City Councilor & Planning Board Liaison
- STAFF RESOURCE:** Emily Cole-Prescott, AICP, City Planner
- BACKGROUND:** The City Council hosted housing workshops on February 27<sup>th</sup> and June 12<sup>th</sup> to discuss ordinance revisions that would be required to comply with [LD 2003](#) (An Act to Implement the Recommendations of the Commission to Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions). The purpose of this set of ordinance revisions is for general compliance with LD 2003. Planning Staff has shared these proposed revisions with City Staff, the Planning Board, and the Long Range Planning Committee. The Planning Board hosted its public hearing on August 15<sup>th</sup> and its report was provided during the City Council's September 11<sup>th</sup> public hearing.
- EXHIBITS:**
1. Links to Council's Previous Items regarding LD 2003:
    - [Link to September 11<sup>th</sup> City Council's Public Hearing \(p. 40\)](#)
    - [Link to July 10<sup>th</sup> City Council's First Reading \(p. 29\)](#)
    - [Link to June 26<sup>th</sup> City Council's New Business Housing Ordinance Revisions \(p. 35\)](#)
    - [Link to June 12<sup>th</sup> City Council's Workshop Re: Housing \(p. 2\)](#)
    - [Link to February 27<sup>th</sup> City Council's Workshop Housing Presentation](#)
- RECOMMENDATION:** City staff recommend that the City Council review the information, ask any questions, and conclude its second/final reading.
- SUGGESTED MOTION:** ***“Be it ordered that the City of Saco hereby ordains LD 2003 Housing Ordinance amendments as presented [or as amended] to the following sections of the City Code of Ordinances:***
- *Chapter 230, Table 3-3: Permitted and Conditional Uses*
  - *Section 230-402: Dimensional Requirements*
  - *Chapter 230, Article 7, Performance Standards, for updates to Accessory Dwelling Units provisions*
  - *Chapter 230, Article 7, Performance Standards, to incorporate Affordable Housing Developments provisions and re-number sections of that article*
  - *Section 230-1001: Off-street parking*
  - *Chapter 230 Article 21: Definitions*

## MEETING ITEM COMMENTARY

**AGENDA ITEM:** (First Reading) 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 approving the First Reading and setting a public hearing date of October 16, 2023, to adopt a City of Saco C-PACE Ordinance.

**SUGGESTED MOTION:** *“Be it Ordered that the City Council approve the first reading and set a public hearing date for Monday, October 16, 2023, on the request to adopt a City of Saco Commercial Property Assessed Clean Energy (C-PACE) Ordinance.”*

*“I move to approve the Order”.*

## 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:** (New Business) Follow Up from 2021 Agenda Items: Ecology School Business Partnership Initiative (BPI) for Left Turn Lane
- COUNCIL RESOURCE:** Councilor Marshall Archer, Ward 1
- STAFF RESOURCES:** Patrick Fox, Public Works Director & Emily Cole-Prescott, City Planner
- BACKGROUND:** Public Works and Planning Staff have been following up on City Council discussions from [November 29, 2021](#), when the City Council voted 5-2 “. . . to begin the BPI project based on the Ecology School’s contract zone agreement and the information shared with Council on November 22, 2021.” To circle back on Council’s direction, the City Attorney has drafted the enclosed Traffic Improvement Construction Agreement, which outlines the responsibilities of the Ecology School and the City of Saco, with the City acting as a potential pass-through for BPI grant funds. City Staff provides four options for Council’s consideration, and is looking for Council’s direction on which of the options in the attached draft agreement should be included in the final agreement and project administration moving forward.
- EXHIBITS:**
1. Enclosed Traffic Improvement Construction Agreement
  2. Conceptual Plan and Cost Estimate.
- RECOMMENDATION:** City Staff recommends that the City Council provide any additional agreement language or cost considerations tonight, for inclusion in next meetings voting material.
- SUGGESTED MOTION:** As this is a new business item, no motion is necessary. City Staff will draft suggested motions following feedback and discussion this evening for the October 2<sup>nd</sup> Council Meeting.

## 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 Duross  
Interim City Administrator

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

**Council Decision for Section 7 of this agreement and the project moving forward:**

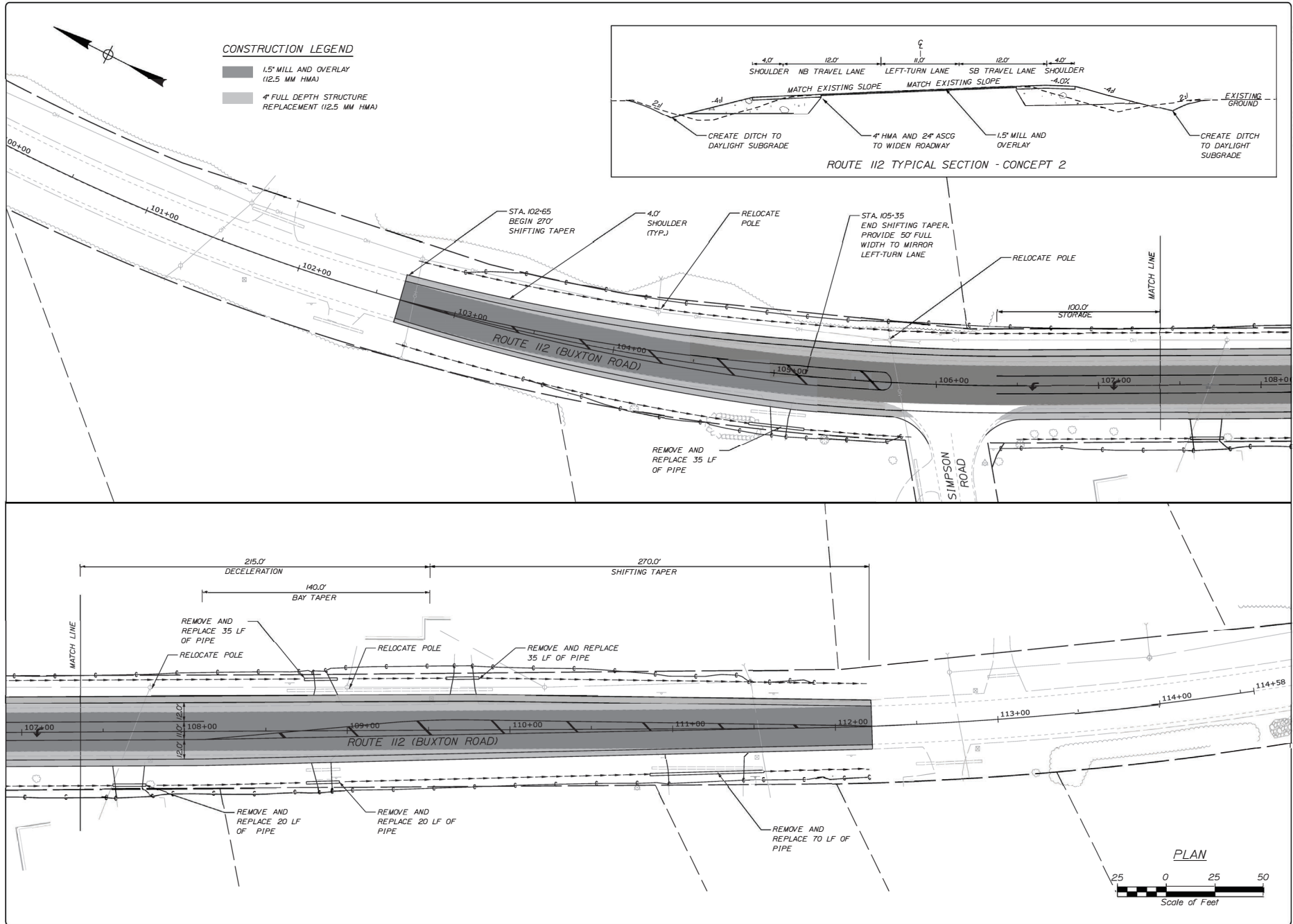
One of the following options will require Council authorization prior to finalizing this draft agreement and submission of a BPI Application to the Maine DOT:

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.

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**. City shall publicly bid the construction of the project following TES Engineer's design and permitting of the project.

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.

The City will not participate or submit a BPI Application and TES will be responsible for all project costs and administration for the construction of a turn lane from Rt. 112 onto Simpson Road.



PLS OR FE  
PROGRESS PRINT

PLS OR FE  
NOT FOR CONSTRUCTION

DESIGNED	CHECKED
NLC	BRL

1. NLC 08/11/23 CONCEPT PLAN  
REVISY: (DATE) (STATUS)  
THIS PLAN SHALL NOT BE ADDED, DELETED, AMENDED, OR OTHERWISE MODIFIED WITHOUT THE WRITTEN APPROVAL OF SEBAGO TECHNICALS, INC. ANY AMENDMENTS, ADDITIONS OR DELETIONS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICALS, INC.

**SEBAGO**  
TECHNICALS  
INC.

WWW.SEAGOTECHNICALS.COM  
75 John Roberts Rd.  
South Portland, ME 04106  
Tel. 207-280-2300

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

PROJECT NO. 220333 SCALE 1" = 20'  
SHEET 2 OF 2

10/15/23 Concept Porag

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.



**MEETING ITEM COMMENTARY**

- AGENDA ITEM:** (New Business) Informational Update – Transportation Master Plan and Impact Fee Study
- COUNCIL RESOURCE:** Councilor Burman, Ward 4 City Councilor & Bike-Ped Advisory Committee Liaison
- STAFF RESOURCES:** Patrick Fox, Public Works Director & Emily Cole-Prescott, City Planner
- BACKGROUND:** Planning & Public Works staff have been preparing a Request for Proposals for a Transportation Master Plan and Impact Fee Study. Funds for this study were included in the Fiscal Year 2024 budget. The scope of services will focus on Saco’s future vehicle, pedestrian, and bicycle infrastructure needs. Following Council’s feedback, staff also plan to discuss study objectives with the Bike-Ped Advisory Committee at their meeting on September 27<sup>th</sup>.
- EXHIBITS:** Staff plan to provide a brief PowerPoint presentation at the Council’s meeting.
- RECOMMENDATION:** City staff recommend reviewing this information and asking any questions you may have.
- SUGGESTED MOTION:** As this is an informational new business update, no motion is necessary.

## MEETING ITEM COMMENTARY

**AGENDA ITEM:** Budget Amendment #2 – Transportation Center Custodial and Security Contracted Services

**COUNCIL RESOURCE:**

**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:** Staff Recommends Reviewing this information and asking any questions.

**SUGGESTED MOTION:** As this is a new business item, no motion is necessary. City Staff will draft suggested motions following feedback and discussion this evening for the October 2<sup>nd</sup> Council Meeting.

**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: