

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

I. CALL TO ORDER – On Monday, August 15, 2016 at 6:30 p.m. a Council Meeting was held in the City Hall Auditorium.

II. RECOGNITION OF MEMBERS PRESENT –Mayor Roland Michaud recognized the members of the Council and determined that the Councilors present constituted a quorum. Councilors present: David Precourt, William Doyle, Kevin Roche, Alan Minthorn, Eric Cote and Nathan Johnston. Councilor Gay was excused this evening. City Administrator Kevin Sutherland was also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL

➤ **RECOGNITION OF ROBERT BIGGS, SACO MAIN STREET EXECUTIVE DIRECTOR**

Mayor Michaud recognized Robert Biggs, Executive Director of Saco Main Street for his efforts since joining our community a year ago. Since he was hired to become the Director he has reorganized Saco Main Street. Last week concluded the summer concert series in the park which was a great opportunity, well attended and much appreciated by the community. It makes a sense of the community and who we are. Without Rob's dedication and foresight this would have never come to fruition. I would also like to formally thank him for taking the lead in charge of getting the flags on Main Street. That can do attitude is inspiring and a constant well why not. And has lead to some very positive and progressive steps forward, including the chairs on our Main Street. Mayor Michaud thanked Rob for leading our downtown in the right direction and for caring to do all this for us.

➤ **SUMMER INTERN RECOGNITION MARGO BOOTHBY, AMANDA METHOT, KRISTEN BRALEY, GRANT SHINAGAWA AND INDIANA THOMPSON**

Mayor Michaud recognized the interns that worked for the city this summer as follows:

Margo Boothby – University of Southern Maine - MBA Program, Class of 2017. Margo's primary project was to create a Policy Database. This project was based on the review of the City Charter and Code to identify the policies that called for both documents. The intent of the project was to lay the foundation for an administrative policy manual of all city policies and organize them according to the hierarchy of their legislative or administrative reference. She also created a policy on policies with the goal to establish a process for reviewing and amending our policies while formulating new ones. This will be before the Council at a September Workshop. She also assisted the City Administrator when his Executive Assistant was out.

Kristen Braley – Roger Williams University - Economics and Finance double major, Class of 2017. Kristen's has been involved in editing and adjusting the new City of Saco website and assisting the city departments in updating the online information. She researched and wrote an information report summarizing the threat of erosion in Camp Ellis and the effects on the surrounding area, cities economy and tax base. She is currently working on a script for video production for elected officials and stakeholders on the need for federal and state support to stop the erosion at Camp Ellis. In collaboration with a fellow intern she produced the City of Saco's Annual Report for 2015. The 2015 Annual Report will serve as a template for future Annual Reports.

Amanda Methot – University of Maine - Student Law Program, Class of 2017. Amanda worked with staff attorneys, caregivers and developers Ms. Methot drafted the Medical Marijuana Caregiver Zoning Ordinance that is before us tonight. She has been reviewing our Comprehensive Plan and working with Southern Maine Planning and Development Commission to begin focus groups to discuss and recommend updates to the comprehensive plan and zoning ordinance. She also assisted with the grant application for the State Department of Public Safety Substance Abuse Prevention.

Grant Shinagawa – Hobart and William Smith - Anthropology and Sociology double major and Urban Studies as a minor, Class of 2018. Coming to us from New York State Grant worked as a volunteer with Jean Saunders and

Don Sharland to develop programs and identify needs around age friendly Saco. This included a kick-off event that attracted nearly 100 residents of our community. The event and evolving reference can be looked to as a shining example of what is to come. You may have also seen Grant as nearly every Saco Main Street event this summer with camera in hand and willing to assist whenever there was a need. He assisted in an effort to connect the City of Saco to Thornton Academy to promote Saco Main Street to local international high school students, a parking study of Saco Island, contributed to a comprehensive online map of recreational activities in Saco and has been working with the others interns to create the downtown business inventory map.

Indiana Thompson – Colby College - Government and English double major, Class of 2018. Before the Council this evening is a ban on polystyrene foam a/k/a styrofoam in food and beverage packaging in Saco. This was researched and drafted by Indiana. Another item discussed in workshop, the City of Saco 2015 Annual Report was produced by her in collaboration with a fellow intern. She also wrote and edited various city materials including some press releases as well as editing enhanced portions of city website and contributed to a comprehensive online map on recreational activities in the Saco area. She also assisted in efforts to connect the City of Saco to Thornton Academy to promote Saco Main Street to local international high school students.

The interns also scanned a large number of paper materials into the city database making City Administration the first department of become paperless. In the absence of the Executive Assistant they also assisted with the day to day activities of the office to keep it running.

➤ **EMPLOYEE RECOGNITION: CHIEF BRADLEY PAUL, 40 YEARS OF SERVICE**

Mayor Michaud asked Mayor Emeritus William Johnson to step forward and join him in presenting Police Chief Bradley Paul with a plaque in recognition of his 40 years of service to the city, since he was the Mayor at the time Chief Paul was appointed.

Chief Bradley Paul has worked for the City of Saco for 40 years. Many would consider that an amazing accomplishment in and of itself. However, through the years Chief Paul has distinguished himself as a community leader, as well as a leader in the Law Enforcement Community.

After being hired on August 2, 1976 Brad worked as a dispatcher and then a patrol officer. In February of 1979 he was laid off when the City experienced a tax cap. A couple of months later he returned to Saco where he would spend the remainder of his career. In 1981 he was promoted to sergeant and the next several years would be spent as a shift supervisor, firearms instructor and SWAT team leader. Brad became one of those people known for “getting things done”.

In August of 2002, Brad would become Chief of police. The next 14 years would be spent leading one of the finest police departments in the state. His dedication, strong work ethic and sense of humor would come second only to his sense of compassion and desire to help people in the community. Spending time working at Saco Bay Rotary projects, volunteering at the local soup kitchen or as a mentor for the Jump Start Program made the Chief a favorite to many in the community.

It is with great appreciation that we honor Chief Bradley S. Paul for 40 years of dedicated and honorable service to the citizens of Saco and all who visit this great community.

V. PUBLIC COMMENT

- Donna Hines, Saco Island Resident – The Saco Island is an up and coming area and we appreciate your support and what you have done and I hope that you will continue to support us. I hope you are going to find somebody that will help develop it into something nice.
- Catherine Horton – Ms. Horton hoped that everyone had read Margaret White’s letter in the Courier. It expresses why the future of Unit 91 is so important to our Island Terrace Owners Association. I just want to add my voice in support of the city effort to see there is a positive outcome to the sale and development of Unit 91.

- John Harkins, Chair of Saco Citizens for Sensible Government – Mr. Harkins wanted to plug his support for the Council directive of an Auditor. This goes back a long time and was approved in this budget and a few things go by and you spend allot of time on this project. There were numerous issues that arose in conjunction to the budget. Some of which we can say “it’s new blah, blah, blah”. However, at tonight’s meeting there are 2 issues that I would like to call to your attention. The budget was approved at \$44,059,891 back in May. The legal ad charged that there was an amount of \$44,084,891. That is a little thing of \$25,000. But still an auditor probably would have picked this up. Another thing that I would like to suggest is “who sets the time limit for bonding”? The bond proposal here for the school is 40 years. Does the Council have any word in this? I would suggest a 30 year bond that could save well over \$100,000 on this issue.

VI. CONSENT AGENDA

Councilor Roche asked to have consent agenda item #B pulled for further discussion.

Councilor Minthorn moved, Councilor Precourt seconded to approve consent agenda items #A, C, D, E and F as follows:

- A. Be it ordered that the City Council approve the minutes for July 11, 2016 and further move to approve the order;
- C. Be it ordered that the City Council does hereby accept the completed Goosefare Brook Watershed-Based Management Plan and will utilize its recommendations to help improve water quality, protect against future impacts, and raise public awareness towards the restoration of Goosefare Brook and further move to approve the order;
- D. Be it Ordered that the City Council approves the lease agreement with Winter Harbor Children’s House in accordance with the written lease document and further move to approve the Order;
- E. Be it ordered that the City Council hereby approve the results from the June 14, 2016 State Primary & Budget Validation Referendum Election as presented and further move to approve the Order;
- F. Be it ordered that the City Council confirm the appointment of William Doyle to the Ad Hoc Goosefare Brook Restoration Committee for a term ending December 4, 2017 and further move to approve the order.

The motion passed with six (6) yeas.

Note: The item commentaries for the consent agenda are listed below as well as the motion for item #B.

B. CONFIRM THE MAYOR’S APPOINTMENT OF ANDREW GOLDBERG TO THE ECONOMIC DEVELOPMENT COMMISSION

The Mayor seeks to appoint Andrew C. Goldberg who resides at 60 Hillview Avenue to the Economic Development Commission. Andrew serves as the Energy Project Manager for Hannaford Bros. Co. and Delhaize America where he has been employed since 2003. He leads all energy efficiency projects in lighting, HVAC, and refrigeration at over 180 locations in 5 states. Andrew also serves on the City’s Energy and Sustainability Committee.

Councilor Roche moved, Councilor Johnston seconded “Be it ordered that the City Council confirm the appointment of Andrew C. Goldberg to the Economic Development Commission for a 5-year term ending August 15, 2021. Further move to approve the order. The motion passed with six (6) yeas.

C. APPROVE THE GOOSEFARE BROOK WATERSHED-BASED MANAGEMENT PLAN

The Final Goosefare Brook WBMP was recently completed and accepted by the Maine Department of Environmental Protection (MDEP) in May 2016. The WBMP outlines a two phase plan over a 15-year period to implement structural and non-structural stormwater retrofit / enhancement measures to improve Goosefare Brook’s water quality and aquatic habitat to attain Class B standards.

With the MDEP and City acceptance of the Final Goosefare Brook WBMP, the City will be in a position to begin the implementation phase of the project, which includes the formation of the Goosefare Brook Restoration Committee (GBRC). The GBRC will serve as a steering committee for the implementation of the WBMP. The GBRC first meeting is planned for September of this year.

MEMO for 6/13/16 Workshop Discussion

TO: Council

FROM: Patrick Fox, Public Works Director

DATE: June 8, 2016

AGENDA ITEM: Review of Goosefare Brook Watershed-Based Management Plan

Since 2014, the City of Saco has been working collaboratively with our neighboring community in Old Orchard Beach, as well as, members from the Maine Department of Environmental Protection (MDEP); York County Soil and Water Conservation District; F.B. Environmental Associates; and watershed stakeholders on the development of the Goosefare Brook Watershed-Based Management Plan (WBMP). The long-term goals are to provide clear and proactive direction to protect and improve the quality of the Goosefare Brook and improve significant wildlife and fisheries habitat.

Background: The Goosefare Brook is designated as a Class B stream located in the City of Saco and Old Orchard Beach that drains into the Saco Bay. The stream's total length is 8 miles and has a total watershed area of 9.2 square miles.

Goosefare Brook has been assessed by MDEP as not meeting water quality standards for metals and aquatic life use. Goosefare Brook was identified by the MDEP as an urban impaired stream in 2004. According to the MDEP's Impervious Cover TMDL (2012), approximately 14% of the watershed is comprised of impervious cover (IC) surfaces. The watershed includes a mixture of residential, commercial, and recreational uses.

In addition to metals and aquatic life impairments, Goosefare Brook outlets into the Saco Bay between two of Maine's most popular beaches, just downstream of the Rachel Carson Wildlife Preserve and proximate to Ferry Beach State Park. Therefore, bacteria-related water quality concerns are monitored very closely as this area is one of the most visited recreational areas in Southern Maine.



WBMP Status: The Goosefare Brook WBMP was recently completed and accepted by the MDEP in May 2016. A complete copy of the WBMP and Appendices is available on the City's Website at http://www.sacomaine.org/archives/goosefare_brook.shtml. The executive summary of the Final WBMP Report has been excerpted and attached to this memo.

The WBMP provides detailed summaries of the past three years efforts to inventory, sample and analyze the watershed and develop a multi-pronged approach to implementing structural and non-structural measures to improve Goosefare Brook's water quality and aquatic habitat to attain Class B standards. The WBMP presents a two phase plan to be implemented over a 15-year period at a total estimated cost of approximately \$2.1 million dollars or \$140,000 per year.

Next Steps: With the MDEP acceptance of the Final Goosefare Brook WBMP, we are now in a position to begin the implementation phase of the project. The first step of this process is for the City Council to accept the findings and recommendations contained in this report. This will aide in raising public awareness of the importance of this plan. The next steps planned are:

- **Preparation of an EPA Federal Section 319 Grant for Non-Point Source Pollution Control Projects Watershed Plan Implementation**

The City, in partnership with the Town of Old Orchard, is developing a 319 Grant Application to be submitted to the MDEP by June 28, 2016. This grant is a 60/40 federal funds to local funding match. The Saco Public Works upcoming budget includes \$50,000 that may be used towards this grant application; therefore, the City's portion of the grant application will be seeking approximately \$90,000 of federal funding that will be used to implement four to five stormwater retrofit projects and six to seven erosion\buffer restoration projects. If awarded the grant, the actual implementation work would be completed in 2017-2018.

- **Formation of the Goosefare Brook Restoration Committee (GBRC)**

The GBRC will serve as a steering committee for the implementation of the WBMP. The GBRC is envisioned to contain seven to nine members with representation from each community as well as stakeholders in the watershed. The GBRC first meeting is planned for September of this year.

Staff Recommendation: Be it ordered that the City Council does hereby accept the completed Goosefare Brook Watershed-Based Management Plan and will utilize its recommendations to help improve water quality, protect against future impacts, and raise public awareness towards the restoration of Goosefare Brook.

GOOSEFARE BROOK WATERSHED-BASED MANAGEMENT PLAN

EXECUTIVE SUMMARY

PROJECT OVERVIEW

The Goosefare Brook Watershed-Based Management Plan (WBMP) is a comprehensive plan that serves to provide the City of Saco and the Town of Old Orchard Beach with recommendations for protecting and restoring Goosefare Brook and its tributaries. The goals of the plan include:

- ⌘ Improve Goosefare Brook water quality and habitat so it meets state standards and is safe for human contact.
- ⌘ Protect the stream and its tributaries from current and future impacts.
- ⌘ Raise public awareness and create and maintain community support for restoring Goosefare Brook.

This can be achieved using a combination of on-the-ground stormwater retrofits, stream corridor improvements, sewer and septic system improvements, community education and outreach, and other activities that focus on reducing pollutant sources and other stressors that contribute to the stream's impairment.

Development of this plan included compiling and analyzing historical water quality data with significant input from the Maine Department of Environmental Protection (Maine DEP); updating the existing GIS land cover and watershed data; conducting field assessments in the stream and developed watershed areas; evaluating pollutant load reductions; and gathering feedback from local stakeholders. This information was used to identify water quality problems, define management objectives, and prioritize protection and restoration strategies for the watershed.



The Goosefare Brook 'Gorge' behind the Sweetser School. PHOTO CREDIT: Maine DEP.

THE GOOSEFARE BROOK WATERSHED

Goosefare Brook is an urban impaired stream located in both the City of Saco and the Town of Old Orchard Beach. This 8.0-mile-long stream flows through both natural and highly developed areas before discharging to the Atlantic Ocean near one of the most popular beach destinations along the coast of Maine. Commercial, industrial and high-density residential development occupies a significant portion of the watershed (land draining to the stream) and contributes stormwater runoff to Goosefare Brook and its tributaries. Refer to map on inside cover and Appendix I, Map A. These areas, such as the Route 1 corridor in Saco and high density residential development in Old Orchard Beach, have large volumes of stormwater runoff and little stormwater filtration before runoff enters groundwater and surface water within the watershed. Additionally, legacy toxics from closed industrial facilities may still be present in groundwater and the stream, compounding the challenging conditions for aquatic life.

Despite these issues, Goosefare Brook has sustained areas of natural beauty that provide motivation and inspiration for stream restoration efforts. This includes the Saco Heath at the headwaters of the stream, several near-pristine tributaries, and the Rachel Carson Wildlife Refuge, which conserves a large segment of the tidal reach of Goosefare Brook. These unique areas offer rich habitats for sustaining a large diversity of terrestrial and aquatic flora and fauna.

THE PROBLEM

Goosefare Brook does not meet its statutory Class B classification for aquatic life use, based on non-attainment for macroinvertebrates, and toxic metals (cadmium, chromium, copper, iron, nickel, lead, and zinc; Maine DEP 2003). The stream and its main tributary, Bear Brook, are also on the 303(d) list of impaired waters for bacteria (Maine DEP 2014). Portions of the stream that are not meeting Class B standards are downstream of major development, highlighting the need to minimize stormwater runoff and reduce other impacts from developed areas (Maine DEP 2012).

An analysis of the Goosefare Brook watershed reveals that 14% (832 acres) of the watershed is made up of total **impervious cover (IC)**, such as parking lots, roofs, and sidewalks. However, this IC is primarily concentrated in five of the sixteen subwatersheds (Bear Brook North Branch (31.3%), Industrial Park South (26.5%), Route 1 North (23.6%), Bear Brook South Branch (23.6%), and New Salt Road Tributary West Branch (19.9%). In contrast, several subwatersheds have low total IC (ex. IMAX Stream (4.9%), and Branch Brook 5.4%). Research shows that watersheds with IC greater than 10% often exceed criteria for aquatic life use (Stanfield and Kilgour 2006), and even lower levels of IC (4-6%) can significantly impact the abundance and diversity of fish and macroinvertebrate species (Wenger et al. 2008). Due to a combination of high IC and threats to water quality (see discussion below), four of these five subwatersheds have been designated as high priority for restoration (all but Route 1 North).

IMPERVIOUS COVER (IC), such as parking lots, roofs, and sidewalks, from high density commercial businesses, generates runoff to the stream. Stormwater carrying dirt, metals, and other pollutants is conveyed directly from IC to the stream with minimal pre-treatment, causing increased erosion, sedimentation, increased temperature, and habitat degradation in the stream (CWP 2003).

In the Goosefare Brook watershed, these highly developed subwatersheds have commercial development that appears to be linked to the aquatic life use and bacteria impairments in Goosefare Brook and its tributaries. Stormwater runoff from these impervious surfaces carries contaminants such as excess nutrients, heavy metals, and bacteria into the stream. Restoration of Goosefare Brook and its tributaries is targeted in these subwatersheds with high IC and commercial development as they are most likely the largest contributors to the degraded water quality in the streams. Structural BMPs in this plan are estimated to reduce 42,482 lbs./yr. of total suspended sediments (TSS) in stormwater runoff, as well as 28 lbs./yr. total phosphorus (TP) and 293 lbs./yr. total nitrogen (TN).

Estimated Reductions from Proposed Stormwater Retrofits in the Goosefare Brook Watershed 2015 - 2030:

42,482 lbs/yr	Total Suspended Sediments (TSS)
28 lbs/yr	Total Phosphorus (TP)
293 lbs/yr	Total Nitrogen (TN)

A good restoration plan acts as a road map pointing out where to start, what visits to make in the watershed, how long it will take to get there, how much it will cost, and how you know you've arrived.

The recommendations made in this plan are separated into Phase I and Phase II implementation over a fifteen-year time period (2016-2031). Phase I outlines actions that address sources linked to priority stressors in impaired subwatersheds and actions that provide multiple stream protection benefits. Phase I action items are planned for completion in the first ten years of plan implementation (by 2026). Phase II actions may be needed if Phase I does not result in stream attainment, and the actions are also important to protect the stream from further degradation. Phase II targets lower priority pollution sources that may be linked to stream impairment or provide stream protection benefits from secondary stressors. This plan targets completion of Phase

If BMPs by 2031 as needed to reach attainment. While this plan should be viewed as a guideline for achieving attainment, every stream and its aquatic communities will respond differently to restoration activities, and Goosefare Brook may or may not reach attainment before or after Phase I implementation is completed. If Phase I management measures recommended in this plan do not improve water quality to the point of reaching attainment, it is recommended that Saco and Old Orchard Beach re-assess options provided in Phase II of this plan. This plan should be reassessed after five years and updated after ten years to evaluate the goals and achievements of the plan. It is important to note that costs and implementation timelines recommended in this plan are estimates and will need to be adjusted contingent on funding availability, stakeholder involvement, and site-specific design.

Furthermore, in addition to the structural managements mentioned above, non-structural management measures, such as planning to prevent adverse effects from future development, and maintaining existing BMPs will be a priority. Watershed-wide, non-structural management practices (including street sweeping, salt reduction, catch basin cleaning, etc.) are expected to reduce pollutants in the watershed by approximately an additional 10% (Law et al. 2008, FBE 2011).

WHY DEVELOP A WATERSHED-BASED MANAGEMENT PLAN?

A watershed-based management plan (WBMP) helps identify problems, priorities, and actions that are needed to protect and improve the water quality of a waterbody. The Goosefare Brook WBMP has been developed with a strong stakeholder process in order to ensure that the major issues and concerns of both the community and the stream are addressed. An Action Plan (Section 5.1.1) was developed based on feedback from the Steering Committee, Technical Advisory Committee (TAC), and the public. These stakeholders met on multiple occasions and discussed what they perceived to be the greatest threats to the stream's water quality, and developed practical solutions to address them.

Successful implementation of this plan, including final selection of key restoration strategies, requires an integrative and adaptive approach and depends primarily on the involvement of the City of Saco, the Town of Old Orchard Beach, various partners and stakeholders, and the watershed community. These partnerships help strengthen the plan by increasing both public awareness of the problems and public commitment to the solutions. A community-based plan also helps attract private, state, and federal funding and provides opportunities for both recreational and aesthetic improvements. This plan will help foster further thinking about long-term strategies for improving water quality and related natural resources within the Goosefare Brook watershed, and help to promote communication among citizens, municipalities, and state agencies. This plan is contingent on landowner cooperation, since a large portion of the watershed targeted for restoration over the next fifteen years is privately owned. In addition to the reasons listed above, proactive efforts by Goosefare Brook stakeholders will also help prevent citizen lawsuits and U.S. Environmental

KEY PROTECTION AND RESTORATION CATEGORIES

Goosefare Brook

- ✂ **Stormwater Best Management Practices (BMPs)** - *Reduce the rate of stormwater discharge and the pollutants it carries to Goosefare Brook by installing innovative conservation practices that capture, filter, cool, and slow runoff from paved areas, rooftops, and other impervious surfaces.*
- ✂ **Bacteria Source Reduction**- *Continue to seek out and remove bacteria sources in the watershed.*
- ✂ **Stream Restoration**- *Improve habitat conditions in and adjacent to the stream by restoring riparian buffers, stabilizing eroding stream banks and removing fish barriers.*
- ✂ **Education & Outreach**- *Garner the support and cooperation from community groups while educating business owners, school children, and watershed residents about the need for and importance of clean water.*
- ✂ **Good Housekeeping Practices**- *Work with municipal employees and watershed businesses to improve existing stormwater infrastructure, catch basin cleaning, winter sand/salt spreading, snow storage, and street sweeping.*
- ✂ **Land Conservation & Land Use Planning**- *Coordinate local efforts to increase the amount of land in permanent conservation and work with municipal officials to expand riparian buffer zoning and improve local stormwater rules in order to protect streams.*
- ✂ **Water Quality Monitoring**- *Conduct ongoing water quality and macroinvertebrate monitoring to assess stream conditions and changes over time.*

Protection Agency (USEPA) petitions that have been filed in other communities to force restoration of impaired waters. Developing a WBMP that meets USEPA guidelines also enables project partners to seek future USEPA and Maine DEP funding to help implement plans.

WHAT THE PLAN INCLUDES

The plan is divided into seven major sections and includes the US EPA's nine key planning elements for watershed management plans (*referred to as elements a through i*):

- ✧ **SECTION 1** describes the purpose of the plan, provides background information about Goosefare Brook, a description of the planning process, and a brief description of recent efforts in the watershed (*element a*)
- ✧ **SECTION 2** describes the watershed, including local climate, demographics and growth trends of Saco and Old Orchard Beach, land cover, topography, land conservation, soils and geology, and stormwater/sewer infrastructure. This section also describes the sixteen subwatersheds within the Goosefare Brook watershed.
- ✧ **SECTION 3** describes causes of impairment and applicable water quality standards, summarizes water quality and biological assessment data collected from Goosefare Brook, and summarizes the results of a Stream Corridor Assessment (conducted in 2015 by the Maine DEP) geomorphic reconnaissance, and a fish barrier study by the Nature Conservancy and US Department of Fish and Wildlife Service (USFWS) (*element a*).
- ✧ **SECTION 4** identifies impaired subwatersheds and describes their stressors (*element a*).
- ✧ **SECTION 5** describes watershed restoration goals and objectives. Both structural and non-structural restoration opportunities and recommendations are discussed. Action strategies are presented in tables describing what needs to be done, how it will be done, who will help get it done, when it will be done, and how much it will cost. Restoration strategies are divided into several primary categories (shown above). Section 5.3 provides the results of a pollutant loading reduction analysis for the recommended structural management measures (*elements b, c, e, f*)
- ✧ **SECTION 6** describes plan implementation, including who is in charge of administering the plan, and summarizes actions, costs, and technical assistance needed to ensure progress (*element d*).
- ✧ **SECTION 7** describes specific recommendations for monitoring and evaluating the effectiveness of restoration efforts. This includes criteria for measuring progress and measurable milestones along the way (*elements g, h, i*).

FUNDING THE PLAN

The total estimated cost for implementing the Goosefare Brook WBMP is approximately **\$1,866,000 – \$2,301,700, or approximately \$140,000 per year over the next 15 years**, including all structural and non-structural recommendations described in this plan. This cost is an estimate to guide plan implementation and should not be considered as finalized for site-specific implementation.

ADMINISTERING THE PLAN

The Goosefare Brook Restoration Committee will be formed to administer the Goosefare Brook WBMP. The City of Saco and Town of Old Orchard Beach will take a lead role in convening the group and serve on the committee. Other stakeholders including elected officials, watershed business owners, and other interested groups will also be involved. The Committee will meet at least two to

D. AUTHORIZE LEASE OF THE COMMUNITY CENTER ROOM FOR A MONTESSORI PRESCHOOL PROGRAM

In 2013 The Parks & Recreation Department entered into a lease agreement with David & October Labbe; owner operators of the Winter Harbor Children's House, to relocate their current preschool in Biddeford Pool to the Saco Community Center. This opportunity worked out very well and a 2nd lease agreement was negotiated for an additional two year period.

This opportunity allowed our department to receive a new revenue stream while at the same time providing the option to run a companion program. The preschool operates from 8:30am – 2:30pm Monday - Friday. From 2:30pm – 5:30 SPR offers participants extended care through our current After School program. The preschool

also served as a gateway for introducing new families with young children to the diverse programs we have to offer.

The lease proposal is for a term of 3 years between the months of September – May for meeting room 104 on the first floor of the Community Center.

COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into this _____ day of 2016, is by and between the City of Saco, a municipal corporation, having a principle place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and October and David Labbe of 17 Richards Way Saco, ME 04072 in their individual capacity (hereinafter “Guarantors”), and Winter Harbor Children’s House, Inc, a Maine Corporation, (hereinafter referred to as “Tenant”). This Lease shall constitute the entire agreement between the City and the Tenant regarding the parties’ rights and obligations pertaining to the Saco Community Center (“The Community Center” or the “Premises”) at 75 Franklin Street, Saco, Maine.

WITNESSETH:

1. PREMISES. The City owns a Community Center at 75 Franklin Street, Saco, Maine, which space houses the City’s Parks & Recreation offices and from which it operates numerous program activities and special events, all in accordance with the Parks & Recreation Facility Use and Reservation Policy. A portion of the interior of the Community Center is hereby leased to and for the use of Tenant (“the Leased Premises”), said area identified as set forth below:
 - a. A description and floor plan of the Leased Premises is affixed hereto as Tab 1. The Tenant leases one meeting room on the first floor designated as Room 104. The Leased Area does not include any other portions inside the building or the outside grounds.
 - b. This Lease does not include any separate bathroom facilities, but Tenant and Tenant’s invitees may otherwise avail themselves of the public restrooms within the Community Center
 - c. This Lease does not include any separate recreational facilities; however, Tenant and its invitees may use the outdoor facilities daily as long as such use does not conflict with the City’s use. The City shall always have priority of use as to any space at the Premises except as otherwise set forth herein.
 - d. ELECTION DAYS AND EMERGENCY EVENTS:
 - i. For any election day, the Tenant may open and operate inside premises; however, the City cannot assure parking spaces will be available for any employee, agent or invitee of the Tenant.
 - ii. In the event of a local, state, or national emergency, City reserves the right, in its sole and exclusive judgment, to limit Tenant’s access and use of the premises for as long as needs dictate. The City will abate Tenant’s rent for that period of time Tenant is displaced by said emergency.
2. TERM. The Tenant shall have and hold the Leased Premises, unless sooner terminated, for three terms of nine (9) months. The first term commences September 1, 2016 and shall run until May 31, 2017, the second term commences September 1, 2017 and shall run until May 31, 2018 and the third term commences September 1, 2018 and shall run until May 31, 2019 with an option to extend into the month of June on a weekly prorated basis. The tenant shall have up to 7 days prior to September 1st and 7 days after May 31st for setup/clean up.
3. RENT. The annual rent for the first year is \$7,380, divided into nine (9) equal monthly payments of \$820.00. The annual rent for the second year is \$7,560, divided into nine (9) equal monthly payments of \$840.00. The annual rent for the third year is \$7,740, divided into nine (9) equal monthly payments of \$860.00. Said rent shall be payable on the first day of each month. Payments made more than fourteen (14) days after the due date

are subject to a \$100.00 late fee, and interest accruing at twelve (12) percent interest. A security deposit of 2 months' rent is due at signing, and will be returned within 7 days of termination of the Lease provided the Leased Premises is returned broom clean, reasonable wear and tear accepted.

4. **STAFFING OF COMMUNITY CENTER.** The City shall be responsible for staffing the Community Center and all other space excluding the Leased Premises during its operating hours. The Tenant shall be responsible for staffing the Leased Premises, and at no time shall there be less than one adult at the Premises any time it is open and in operation.
5. **HOURS OF OPERATION.** The preschool will operate Mondays - Fridays from 8:30 am to 2:30 pm and will follow the Saco School Department Calendar. Any deviation of these hours must be approved in writing by the City at least 48 hours in advance. Tenant shall be provided two (2) keys to Room 104 (the Leased Premises) and one (1) exterior front door key. Tenant covenants not to re-produce or otherwise copy or distribute any keys to its premises to any third party without City consent and pre-approval.
6. **SACO PARKS & RECREATION USE OF LEASED PREMISES.** Saco Parks & Recreation has the right to use the Leased Premises to run companion programming when the preschool is not in session as well as scheduled and unscheduled school days off.
7. **COMMON AREA CLEANING AND SUPPLIES.** The City shall be responsible for all care, upkeep, and cleaning of the Community Center, including the Leased Space. **The City shall provide supplies for the public restrooms and common areas at the Community Center including but not limited to toilet paper, paper towels and hand soap. The City shall not, however, provide at the Community Center, or to Tenant or the Leased Premises, with diapers, wipes, and facilities for the disposal of diapers.**
8. **UTILITIES.** **The City will pay all heat, water, electric, air conditioning and sewer fees related to the entire Community Center, including the Leased Space. The Tenant, however, will pay for all of its own set-up, service, usage fees and/or costs for telephone, cable and internet services or lines that it uses on site.**
9. **TRASH AND RECYCLING.** **The Tenant shall participate in the City's recycling and waste reduction programs, as they are amended from time to time. The City shall provide the Tenant, at no cost, recycling carts for the handling and disposal of all its materials, waste and recyclables. The City shall collect and dispose of the Tenant's waste and recycling materials for so long as the Tenant participates in the City's recycling programs.**
10. **PARKING.** The City shall maintain all parking spaces associated with Community Center. The Tenant shall have all of its employee's park in the employee parking lot on the southerly side of the Community Center (opposite side from the main entrance). All parking shall be public, on a first come, first serve basis.
11. **PERMITTED USES.**
 - a. The Tenant shall use the Leased Premises solely for the purpose of operating a Montessori Multiage Preschool Program. It may not use the Leased Premises for any other purposes without the written consent of the City. No trade or occupation shall be conducted in the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law, regulation, or any municipal by-law or ordinance.
 - b. It shall be Tenant's responsibility to assure that any use conducted within the Leased Premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes ("City Codes"). The failure of the Tenant to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

- c. In no event or circumstances shall the Tenant bring onto the Leased Premises, or store within it any toxic, explosive, special or hazardous materials or waste, nor in any manner or form violate Maine's Hazardous Waste Acts (38 MRSA, Sections 1301, et. Seq. and 1351 et.seq.); and the following Federal Acts: Comprehensive Environmental Response, Compensation and Liability Act of 1990 ("CERCLA") as Amended; and 42 U.S.C. 6921, et seq. ("Solid Waste Disposal Act"), as Amended.
- d. In no event shall the Tenant, or any employee or agent of the Tenant, interfere with the routine and customary operations of the Saco Parks & Recreation Department, its personnel, or of the City and its personnel, agents and contractors.

12. QUIET ENJOYMENT. The Tenant shall peacefully and quietly enjoy the Leased Premises for the intended purposes without disturbance of the City. A reciprocal duty is owed by the Tenant to all others. It shall be a breach of this Lease for Tenant or any employee, agent or guest of the Tenant to cause disturbance, or to threaten, intimidate or interfere with any other tenants or guests at the premises, or the City.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

- (a) The Tenant agrees to keep the entire interior of the Leased Premises in a reasonably neat, clean and sanitary condition.
- (b) The City of Saco agrees to undertake all maintenance and repair responsibilities for the interior and exterior of the Community Center, including the Leased Premises, except in those cases where the repair and/or damage is caused in whole or part by the fault, neglect or negligence of the Tenant. The City shall be responsible for all salting, sanding, plowing and winter care of the facility.
- (c) The Tenant shall make no alterations in, or additions or improvements to the Leased Premises, without first obtaining the City's written consent, to such alterations and improvements.
- (d) Any alterations or additions authorized by the City to the Leased Premises shall be performed with reasonable care, and in a workmanlike manner, and shall be at Tenant's cost unless otherwise agreed in writing.

14. INSURANCE AND INDEMNIFICATION.

(a) The Tenant shall defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities, judgments, costs, fees, and fines (hereinafter "Claims") which claims arise from, or relate in any way to, Tenant's lease of, use, and/or occupancy of the Leased Premises, the Parties expressly intending that this obligation to defend and indemnify be read as broadly as possible.

(b) The Tenant shall provide and maintain, at all times this Lease is in effect, comprehensive general liability insurance, which policy shall name the City of Saco as an additional insured covering the Leased Premises alone. The Tenant shall have no duty to insure other non-leased portions of the Premises. Such insurance shall provide a minimum of \$1,000,000.00 for single claims and not less than an aggregate of \$2,000,000.00 of coverage per year. This insurance shall always be Primary as regards to the availability of any other coverage(s), and must not contain any deductibles or self-insurance retention provisions to limit the indemnity provided herein. Proof of such coverage shall be due at the execution of this Lease and upon each yearly anniversary thereafter.

15. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Community Center and/or Leased Premises shall be damaged by fire or other casualty so as to render the same untenable in whole or in part for a period of time lasting longer than 7 days, a just abatement of rent shall be made until the same shall be repaired by the City, and made ready for re-occupancy by the Tenant. The City shall notice the Tenant within 30 days of the incident of its decision to either repair/replace the premise improvements, or, to not repair and to terminate the Lease. If the City opts to replace or repair the premise improvements, it shall commence such repairs in good faith, and not later than 60 days after delivery of notice, absent special circumstances or reasonable cause. In

such case, it shall consult with the Tenant periodically to update them as to the status/progress of any and all repairs.

16. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign or encumber this Lease, nor sublet the Leased Premises, or any part thereof, to be used by others.

17. DEFAULT

a. The following events shall be deemed to be events of default by the Tenant under this Lease:

- i. Tenant shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days; or
- ii. Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within twenty (20) days after written notice specifying the nature of such default; or
- iii. Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or
- iv. Tenant shall become insolvent, admit in writing its inability to pay its rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.

18. REMEDIES UPON DEFAULT: In the event of a default, the City and the Tenant shall each have all remedies available to them under law and equity, provided that either party has given the defaulting party reasonable opportunity to cure the default.

19. ACCESS. The City and its Administrator, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the City elects to undertake, or such other purposes as it deems necessary.

20. NOTICES. Any notice or communication relating to this Lease shall be deemed duly given if in writing and sent by certified mail, postage addressed as follows:

To Tenant: Winter Harbor Children's House, Inc
D/B/A Saco Bay Montessori School
75 Franklin Street Saco, ME 04072

To Guarantors: October and David Labbe
17 Richards Way
Saco, ME 04072

To Landlord: City of Saco
c/o City Administrator
300 Main Street
Saco, Maine 04072

21. PARTIAL PAYMENT/NO WAIVER OF RIGHTS. The acceptance of a check or cash by the City for a lesser amount than the full rent with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect. The City may accept such funds without prejudice to any other rights or remedies which it may have against the Tenant.

22. RECORDING. The Parties agree that this Lease or a memorandum thereof may be recorded.
23. SURRENDER. The Tenant shall at the expiration of this Lease remove all of its goods and effects from the premises within seven (7) business days. The Tenant shall deliver to the City all keys, locks thereto; and other fixtures which the City does not request the Tenant to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear excepted.
24. SUBORDINATION. The Tenant agrees this Lease and its Tenancy shall be subordinate to any Mortgage or Deed of Trust now on the property, and/or any time in the future. The Tenant agrees to execute, at request of any lender, such documents as may be reasonably necessary to effectuate the subordination of this Lease Agreement.
25. EXTERIOR SIGNAGE. The Tenant shall not install any exterior signage.
26. INTERIOR SIGNAGE. The Tenant may install a temporary interior sign within the premises for the purpose of directing its patrons to its location but any such signage shall be installed in cooperation, and with the final approval of, the City as to size and location.
27. NO SMOKING POLICY. The Tenant, employees, agents and guests are prohibited from smoking in any part of the building or grounds.
28. GOVERNING LAW. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.
29. GUARANTY: October Labbe and David Labbe, knowingly and intentionally, both jointly and severally, unconditionally guarantee and warrant the full performance of all the terms and conditions of this Lease by Winter Harbor Children's House, Inc, including payment of all rents, regardless of the performance or non-performance of Winter Harbor Children's House, Inc, it being their intention to assure the City of performance of all obligations without necessity or condition that the City call first upon Winter Harbor Children's House, Inc., and with or without default of Winter Harbor.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on and as of the date first set forth above.

WINTER HARBOR CHILDREN'S HOUSE, INC:

CITY OF SACO:

Signature, President

Kevin L. Sutherland, City Administrator

October Labbe, Guarantor

David Labbe, Guarantor

E. CERTIFICATION OF ELECTION RESULTS FRO JUNE 14, 2016 – STATE PRIMARY & BUDGET VALIDATION REFERENDUM ELECTION

On June 14, 2016 a State Primary & Budget Validation 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.

**STATE OF MAINE - CITY OF SACO
STATE PRIMARY & BUDGET VALIDATION REFERENDUM ELECTION
JUNE 14, 2016**

Note: There were no declared write-in's or Green Independent Candidates

DEMOCRATIC PARTY

REP. TO CONGRESS - DIST. 1

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
PINGREE, CHELLIE	209	139	131	271	209	210	156	1325
BLANKS	37	23	15	32	43	28	29	207
TOTAL	246	162	146	303	252	238	185	1532

STATE SENATOR - DIST. 31

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
CHENETTE, JUSTIN M.	148	116	101	141	153	125	122	906
HOBBINS, BARRY J.	96	45	45	159	97	111	62	615
BLANKS	2	1	0	3	2	2	1	11
TOTAL	246	162	146	303	252	238	185	1532

REP. TO THE LEGISLATURE - DIST. 14

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
BAILEY, DONNA			63	267	54	211	83	678
BLANKS			5	36	4	26	17	88
TOTAL			68	303	58	237	100	766

REP. TO THE LEGISLATURE - DIST. 15

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
O'NEIL, MARGARET M.	128	65	36		109	1	41	380
PURDY, KATHIE G.	110	87	42		79	0	36	354
BLANKS	5	7	0		6	0	8	26
TOTAL	243	159	78		194	1	85	760

REP. TO THE LEGISLATURE - DIST. 16

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
PAYNE, RIVER L.	2	2						4
BLANKS	1	1						2
TOTAL	3	3						6

JUDGE OF PROBATE

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
CHABOT, BRYAN M.	206	130	131	252	216	196	150	1281
BLANKS	40	32	15	51	36	42	35	251
TOTAL	246	162	146	303	252	238	185	1532

**STATE OF MAINE - CITY OF SACO
STATE PRIMARY & BUDGET VALIDATION REFERENDUM ELECTION
JUNE 14, 2016**

REGISTER OF PROBATE

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
SICARD, ALLEN R.	205	135	127	259	220	201	156	1303
BLANKS	41	27	19	44	32	37	29	229
TOTAL	246	162	146	303	252	238	185	1532

REPUBLICAN PARTY

REP. TO CONGRESS - DIST. 1

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
HOLBROOK, MARK I.	41	27	9	61	33	23	20	214
SMITH, ANDE ALLEN	34	29	17	46	42	22	16	206
BLANKS	6	6	3	4	3	4	3	29
TOTAL	81	62	29	111	78	49	39	449

STATE SENATOR - DIST.31

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
GOMBAR, WILLIAM J.	65	49	26	98	62	42	30	372
BLANKS	16	13	3	13	16	7	9	77
TOTAL	81	62	29	111	78	49	39	449

REP. TO THE LEGISLATURE - DIST. 14

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
HUTCHINS, TODD R.			12	97	13	42	13	177
BLANKS			0	14	3	7	2	26
TOTAL			12	111	16	49	15	203

REP. TO THE LEGISLATURE - DIST. 15

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
BEDELL, MARK ALAN	70	53	15		51	0	19	208
BLANKS	8	7	2		11	0	5	33
TOTAL	78	60	17		62	0	24	241

REP. TO THE LEGISLATURE - DIST. 16

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
MAREAN, DONALD G.	2	2						4
BLANKS	1	0						1
TOTAL	3	2						5

**STATE OF MAINE - CITY OF SACO
STATE PRIMARY & BUDGET VALIDATION REFERENDUM ELECTION
JUNE 14, 2016**

REGISTER OF PROBATE

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
LOVEJOY, CAROL J.	73	56	27	94	64	39	35	388
BLANKS	8	6	2	17	14	10	4	61
TOTAL	81	62	29	111	78	49	39	449

SCHOOL BUDGET VALIDATION REFERENDUM

ARTICLE 1

Do you favor approving the Saco Municipal School Administrative Unit budget for the upcoming school year adopted at the latest Saco Municipal School Administrative Unit budget meeting?

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
YES	263	175	140	359	263	230	197	1627
NO	88	70	50	98	83	59	46	494
BLANKS	7	5	3	7	5	5	2	34
TOTAL	358	250	193	464	351	294	245	2155

**NOTICE OF AMOUNTS ADOPTED AT BUDGET MEETING
SCHOOL MUNICIPAL SCHOOL ADMINISTRATIVE UNIT
INFORMATION FOR VOTERS AT BUDGET VALIDATION REFERENDUM
JUNE 14, 2016**

TO: Municipal Clerk of the City of Saco, State of Maine

In the name of the State of Maine and pursuant to 20-A M.R.S. §1486(2) you are hereby directed to display this Notice of Amounts Adopted at Budget Meeting at the polling place within the municipality to assist the voters of Saco's Municipal School Administrative Unit (MSAU) in voting at the budget validation referendum to be held on June 14, 2016 for the purpose of determining if the Saco's MSAU budget for the 2016-2017 fiscal year that was adopted by the Saco City Council on May 11, 2016 should be approved.

Cost Center Summary Budget Category	Amount Recommended by School Board	Amount Approved by Voters at the Budget Meeting*
Regular Instruction	\$ 20,702,147.00	\$ 20,621,436.00
Special Education	\$ 5,811,039.00	\$ 5,815,281.00
Career and Technical Education	\$ 0.00	\$ 0.00
Other Instruction	\$ 211,291.00	\$ 211,291.00
Student and Staff Support	\$ 1,941,779.00	\$ 1,943,395.00
System Administration	\$ 676,248.00	\$ 661,246.00
School Administration	\$ 1,062,879.00	\$ 1,064,181.00

**STATE OF MAINE - CITY OF SACO
STATE PRIMARY & BUDGET VALIDATION REFERENDUM ELECTION
JUNE 14, 2016**

Transportation and Buses	\$ 1,423,746.00	\$ 1,400,170.00
Facilities Maintenance	\$ 2,033,291.00	\$ 2,034,543.00
Debt Service and Other Commitments	\$ 333,350.00	\$ 333,350.00
All Other Expenditures	\$ 0.00	\$ 0.00
Summary of Total Authorized General Fund Expenditures:	\$ 34,195,770.00	\$ 34,084,891.00

The amount approved at the Saco City Council meeting includes locally raised funds that exceed the maximum state and local spending target pursuant to 20-A M.R.S. §15671-A(5).



Dominic Depatsy, Superintendent of Schools

ARTICLE 2

Do you wish to continue the budget validation referendum process in the Saco Municipal School Administrative Unit for an additional three (3) years?

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
YES	265	165	140	324	261	208	166	1529
NO	84	78	46	124	85	75	74	566
BLANKS	9	7	7	16	5	11	5	60
TOTAL	358	250	193	464	351	294	245	2155

INFORMATIONAL NOTE ON ARTICLE #2

A "Yes" vote will require the Saco Municipal School Administrative Unit to continue to conduct a referendum to validate its annual school budget for the next three years.

A "No" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget will be adopted by vote of the City Council as required under state law.

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>TOTAL</u>
Reg'd. Voters:	2,005	1,925	1,874	2,357	1,910	2,055	1,849	13,975
Voter Turnout:	358	250	193	464	351	294	245	2,155
Percentage:	17.86%	12.99%	10.30%	19.69%	18.38%	14.31%	13.25%	15.42%

F. CONFIRM THE MAYOR’S APPOINTMENT OF WILLIAM DOYLE TO THE GOOSEFARE BROOK RESTORATION COMMITTEE

As part of the Goosefare Brook Watershed-Based Management Plan, an Ad Hoc Goosefare Brook Restoration Committee has been created. The GBRC will serve as a steering committee for the implementation of the Watershed-Based Management Plan. The GBRC will contain seven to nine members with representation from each community, as well as stakeholders in the watershed. The GBRC first meeting is planned for September of this year. The Mayor will appoint a Council Liaison which will be confirmed by the City Council.

VII. AGENDA

A. AUTHORIZE SCHOOL CONSTRUCTION BOND QUESTION – (PUBLIC HEARING)

Over the past several years, there has been a lot of discussion regarding the future of a new Young School and the necessary repairs at Fairfield School. On February 3, 2016, the Saco School Board voted to recommend moving forward with two separate elementary schools, with the motion as follows: “Construction of a new 370 +/- student, pre-kindergarten through 2nd grade school on the existing Young site, and construction of additions to the existing Gov. John Fairfield School and associated renovations to support a 330 +/- student, pre-kindergarten through 2nd grade school with accommodations to provide similar learning spaces to those that will be provided in the new Young School at the November 2016 General Election.”

Project Name	Estimated Cost
New Young School	\$12,000,000
Gov. John Fairfield School Renovations	\$ 5,000,000
School project costs	\$ 4,500,000
TOTAL	\$21,500,000

Open - Councilor Precourt moved, Councilor Doyle seconded to open the Public Hearing The motion passed with six (6) yeas.

Don St. Ours – 2 Shawn Place – This project needs to be looked at on a wider version. #1 – There is allot of construction going on in the City of Saco. Homes are going up everywhere. Everyone is moving out of Portland because the rent is too high. If you go with the project, there is no funding federal or state which means it will come out of the taxpayers pocket, every nickel and dime. You will also need down the road a new Public Works Dept. That is going to hit the taxpayer’s pocket. I’m suggesting that we go very slow on this and wait for federal funding because if you go with it now, 4 or 5 years from now with the population booming you may need a bigger school, so now you kind of mess up the whole waters. So I’m suggesting that we go slow because we have other major projects to look at too.

Barbara Colman, 45B Stockmna Ave – #1 – Has anyone researched how many years Young School when replaced roughly in 2004-2005 was able to be retained. Do you know it has a 25-30 year life span if properly maintained and this comes from Schiavi Homes itself, I called and spoke directly to Jennifer who gave me that information. How old is our school currently? Eleven years in place. How many Council members knew that? Two raised their hands and Barbara inquired how they found out. They said from her. How many members of the public realized this? Mayor Michaud stated that is Schiavai Homes allegation at the moment but if you were to go back and look at the data that was presented to the public in 2005-2005 there is not a 25 year timeframe that was projected for the lively hood of those buildings. It is less than 20 years. Either way Mayor, it has only been 11 years. We still have at least 9 more years. Mayor Michaud noted that it is not up yet. Not up yet. #2 – The School Dept. has been very good at getting information out but we are still waiting for a true Master Plan of all the schools. Recently they released and it is on the school website and Council members did receive the 2012 Facility Plan saying what the schools looked like at that point in time and I believe that it is being updated at this point. We will be having a meeting this week to find some of that information out. #3 - I know on the bond there is an interest amount and I know you cannot put on the bond question what the interest is. Is there a

simple fact sheet that shows what the bond is going to be, what is the payment per household and what is the total interest principal all together for this new school so citizens can see it? #4 – Did we pass the legal requirement through the school and city attorney to make sure that the bond question is correctly asked properly? Because my understanding from the Department of Education in order to seek funding which recently just given out to South Portland from the 2010-2011 year, it is really a 2 part question. 1 – Do you want to construct a new school and 2 – How do you want to finance it which is through the bond? So it is really a 2 part question but we are just throwing it out as a bond question and lumping it all together. Two different things when people look at information. So seriously think about all of that when deciding whether or not to move this forward to the November ballot.

Mike Burman, 6 Margaret Circle – I support the bond and I believe that Young School needs urgent replacement so don't waste your time by listening to points that have already been made well in the past. What I would like to do it ask you four things to consider. In the past there has been lots of discussion for and against and the reasons for replacement of Young School are pretty clear. Those who want it replaced feel it is no longer efficient to support the highest quality of education for our students. Even those who wanted to wait for State funding agree we are at the top of the list and I think that speaks that we all agree that it needs replacement. What I would like to talk about is some of the interesting arguments made against building the school now, that we can wait. There have been 3 that I have heard over and over again. 1st – There is a large concern about raising taxes and I think that is right. We have seen taxes go up quite a bit. Of course it is a burden on all of our citizens especially the elderly and poor that we are most interested in protecting. But if we look a little more closely I think that we will see that Saco will be retiring a great deal of debt shortly. This means that we can bond for the school without raising taxes on our citizens and this is a unique opportunity. If we allow the debt to retire without bonding now and other budgetary needs that we have been hearing about will fill that gap. A couple a years from now we can replace the school and the bond will be raising the taxes. In addition, the State Department of Education records, this year Saco spent less in K-8 education compared to most of our neighbors per pupil. I think you need to consider that when thinking how much we already spend on our students and especially when we talk about the benefits when turning over our students to the private Thornton Academy. I think it is unlikely that we can take more money compared to the good deal we are already getting from our schools. 3rd – I want to put out to you that you have at your disposal the tools to keep people from losing their homes or otherwise suffering the consequences of raising property taxes. I encourage you to use those and we don't need to hold our children's education hostage based on those concerns. The 2nd point that I have heard very often is that Young School does not need a replacement and does not have any immediate safety concerns. That is true. But, that shouldn't be the standard that we have in the city. Though the school does not have any immediate concerns, that does not mean we are doing our duty in providing the best education that we can for our children and that is where our focus needs to be. To provide the best future for Saco by providing them the infrastructure they need to engage in education. Look at other previous sessions about overcrowding, lack of a library, lack of performance space and physical education space and lack of adequate restroom space. This is just not acceptable. 3rd. We all make suggestions like we just heard that is premature to build a school without a comprehensive long-term plan. I think all of us agree a comprehensive plan is necessary. I volunteer to serve on the Superintendents Strategic Planning Committee to help start that process. But there is no question that Young School needs replacement and it needs to be replaced soon. If we wait for that plan and restart this process we will be waiting for a couple of years. We have already seen that this bonding process takes a year or more and given construction schedules the first students to be sitting in a new school could be 5 years. That is too long, so I hope you will agree to put the bond on the November ballot and then the real public discussion can start. I'm going to urge citizens to support the bond because for me it is unacceptable to let another generation of students be forced to attend a school that doesn't offer the best education we can. But regardless of the outcome I hope you see it is the community's decision and put it on the ballot.

Christina Shea, 42 Hillview Ave. - I'm a transplant to Saco, I moved here in 2006 and I have been hearing that this school is going to be replaced since I moved here. My son entered Young School in 2011 and my daughter is currently a first grader there. So whenever you may the decision on building even if you start the construction

tomorrow my daughter is not going to see a new building and I know that. However for our community it is very important that we go ahead with this school. It is the teachers and staff there that are remarkable in how creative they get for coming up with ways to use the space but you see children having OT in the hallway because there is not enough space. Or if it is a cold or rainy or snowy day the kids are having indoor recess it is they have only a classroom to have that in. They don't have that break. Kindergarten through first grade is very difficult for them still to be getting their winter coats and stuff on to go out to have library and arts, so that takes away from their education time. I have been a parent in that school, involved in the PTO, a volunteer in classrooms and I worked there for awhile. I saw this every day. If anyone has any questions on whether or not this school will need to be replaced or whether or not now is the time as another gentleman has said, we are adding houses in Saco and most of them are on the Young School side. The problem is just going to mushroom further. You need to spend time in that school when the kids are there, an entire day. Especially a day that is either rainy or snowy and they can't go outside. It is difficult if one classroom is having a activity or presentation that maybe a little bit louder and the classroom next door is having reading time because the walls are thin and you can kind of hear through that. The janitorial staff does a great job in maintenance of the school and the teachers and support staff in figuring out how to make everything work every day, but it is definitely juggling a lot of balls. It is time for us to invest in our future and invest in our education and invest in this school.

John Harkins, Chair Saco Citizens for Sensible Taxes – I think it behoves a community to be able to get a professional opinion from our new Superintendent who has been here just over a year and I think that we should be able to have a facilities plan which takes into consideration not only the immediate needs but the impact of future bonding for our middle school and taking a look at the demographics and other changes influencing where we are going to be. We would be way ahead to wait for this and wait for the program to come to fruition so that we are all going down the same path and be fiscally responsible in so doing.

Councilor Precourt moved, Councilor Johnston seconded to close the Public Hearing, and further move to set the Second and Final Reading of 'Order Authorizing City of Saco to Borrow An Amount not to Exceed \$21,500,000 for Construction of a new 370 +/- student, pre-Kindergarten through 2nd grade school on the existing Young School site AND Construction of additions to the existing Gov. John Fairfield School and associated renovations to support a 330 +/- student, pre-Kindergarten through 2nd grade school with accommodations to provide similar learning spaces to those that will be provided in the new Young School' for September 6, 2016. The motion passed with six (6) yeas.

**Order Authorizing the City of Saco to Borrow an Amount
Not to Exceed \$21,500,000 for Elementary School Construction Purposes**

BE IT ORDERED BY THE CITY COUNCIL
OF THE CITY OF SACO, MAINE IN CITY COUNCIL ASSEMBLED:

1. Bonds Authorized. Pursuant to Maine law, including 30-A M.R.S.A. 5772 and Section 6.15 of the Charter of the City of Saco and all other authority thereto enabling, there is hereby authorized and approved the issuance of general obligation bonds (the "Bonds") of the City, and temporary notes in anticipation thereof (the "Notes), in an aggregate principal amount not to exceed \$21,500,000. The Bonds shall be designated "City of Saco, Maine, General Obligation Bonds" and any notes in anticipation thereof shall be designated "City of Saco General Obligation Bond Anticipation Notes." The proceeds of the Bonds and any Notes shall be used to finance the costs of school construction purposes, including construction and equipping of a new 370+/- student, prekindergarten through 2nd grade school on the existing Young School site, and construction and equipping of additions to the existing Gov. John Fairfield School and associated renovations to support a 330+/- student, prekindergarten through 2nd grade school (the "Project") and reasonably related costs, costs of issuance of the Bonds and any Notes, and capitalized interest prior to and during construction of the improvements.

2. Period of Utility. The estimated period of utility of the Project is forty (40) years.

3. Tax Levy. Pursuant to Section 6.15 of the Charter of the City of Saco, an amount necessary to meet the annual payments of principal and interest on the Bonds (and any Notes not paid from the proceeds of Bonds issued hereunder) shall be included in the tax levy of the City each year until the debt represented by said Bonds and Notes is extinguished.

4. Details of Bonds. To the extent not inconsistent with this Order and the Charter of the City, the discretion to fix the dates, maturities of the Bonds and/or Notes, denominations, interest rates, place(s) of payment, forms and other details of said Bonds and Notes, and to provide for the sale thereof, including execution of said Bonds and Notes on behalf of the City of Saco and delivery against payment therefore, is hereby delegated to the Treasurer and Mayor of the City of Saco. The Bonds shall be payable within a fixed term of years to be determined by the Mayor and Treasurer, not to exceed thirty (30) years, and Notes in anticipation of Bonds shall not exceed three (3) years from the date of the initial issuance of any Notes. Bonds shall be made payable as pertains to interest semi-annually and as pertains to principal in equal, annual serial installments, except that: (1) each year's installments may be adjusted to the nearest multiple of \$5,000; and (2) the amount of each year's installment may vary provided that it is equal to or greater than the installment due and payable in any succeeding year. The Bonds and any Notes shall contain such terms and provisions, not inconsistent herewith, as the Treasurer and Mayor may hereafter determine. All determinations by the Mayor and Treasurer shall be conclusively evidenced by their execution of the Bonds or Notes. The Treasurer and Mayor are authorized to provide that any of the Bonds and Notes be made callable, with or without premium, prior to their maturity. Each Bond or Note issued hereunder shall be signed by the Treasurer and countersigned by the Mayor. The Mayor and Treasurer are authorized to select a financial advisor and/or an underwriter for the Bonds and Notes, and the Mayor and Treasurer are authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

5. Sale of Bonds. The Treasurer is authorized to prepare, or cause to be prepared, a Notice of Sale and/or a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and/or Notes, such Notice of Sale, Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer. Distribution of the Notice of Sale and/or Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection with offering the Bonds and/or Notes is hereby authorized and approved. The Treasurer is authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of the Notes or Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

6. Tax Exempt Bonds. The Treasurer is authorized to covenant and certify on behalf of the City that: (a) no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), (b) no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be "private activity bonds" within the meaning of Section 141 of the Code, (c) all required information reports shall be filed and any rebate due to the United States in connection with the issuance of said Bonds and Notes shall be paid, and (d) the City shall take all other lawful actions necessary to insure the interest on the Bonds and Notes will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds or Notes to become includable in the gross income of the owners thereof. The Treasurer is also authorized and empowered to designate the Bonds and/or Notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code, if and to the extent the election may be available and advisable as determined by the Treasurer.

7. Documents and Certificates. The Mayor, Treasurer, City Clerk and other appropriate officials of the City of Saco are authorized to execute and deliver on behalf of the City such other documents and

certificates as may be required in connection with such Bonds and Notes, and to do or cause to be done all acts and things, not inconsistent herewith, as may be necessary or appropriate in order to effect the issuance, execution, sale and delivery of the Bonds and any Notes, and to carry out the provisions of this Order in connection with the Project.

8. Appropriation. The sum of \$21,500,000 is hereby appropriated to finance the Project costs, such amount to be raised by the issuance of the Bonds and/or Notes of the City. In addition, the investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds of the Bonds and Notes, if any, are hereby appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any Project costs in excess of the principal amount of the Bonds or Notes; and (b) in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

9. Reimbursement. This Bond Order shall constitute the City's declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Project in an amount up to the principal amount of the Bonds to be issued, which costs the City reasonably expects to reimburse with proceeds of the Bonds or Notes.

10. Referendum Vote. Pursuant to Section 6.15 of the Charter of the City, the following question shall be submitted to the voters of the City of Saco for ratification or rejection at a referendum vote to be held on November 8, 2016: Shall the Order of the City Council of the City of Saco entitled "Order Authorizing the City of Saco to Borrow an Amount Not to Exceed \$21,500,000 for Elementary School Construction Purposes" be ratified and approved?

11. City Clerk. A copy of this order shall be filed with the City Clerk.

**CITY OF SACO, MAINE
Treasurer's Financial Statement for Proposed Bonds**

Referendum Question 1: School Construction Bond

As of June 15, 2016, the total amount of bonds of the City of Saco outstanding and unpaid is \$17,099,784 of which \$13,168,198 is principal and \$3,931,586 is interest. The City has no other bonds authorized but not yet issued. The bonded indebtedness to be assumed if the questions authorizing these borrowings are ratified by the voters is as follows:

<u>Question</u>	<u>Proposed Improvements</u>	<u>Bond Principal</u>	<u>Estimated Bond Interest</u>	<u>Total Principal and Interest</u>
Question 1	School Infrastructure	\$21,500,000	\$9,982,500	\$31,482,500

The total debt service costs will vary depending on the prevailing interest rates at the time the bonds are issued. The above estimated costs for the bonds are based upon an estimated interest rate of 3% over an estimated term of 30 years.

The validity of this obligation and of the voters' ratification of this obligation may not be affected by any errors in the estimate made pursuant to the above statement. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the obligation is not affected by reason of the variance.

Dated: _____, 2016 at Saco, Maine

Cheryl Fournier, Finance Director/Treasurer
City of Saco

B. U-HAUL CONTRACT ZONE – 492 MAIN STREET – (PUBLIC HEARING)

Applicant U-Haul Co. Of Maine proposes a significant expansion of its existing business at 492 Main Street. Self-storage is not an allowed use in either of the zones in which the property exists. A contract zone is proposed in order to allow the expansion, a 27,000 sq.ft, two-story building, to move forward.

Also proposed, a 2,550 sq. ft. building for warehouse use, which is viewed as an accessory building to the current uses: retail and warehousing, each of which are permitted uses in the B-2d zone, and self-storage, which is not an allowed use in either the B-2d or R-2 zones. The contract zone as proposed would allow the larger building specifically for self-storage; the smaller, proposed for warehousing, would be allowed anyway in the B-2d zone.

This item was reviewed by the Planning Board at its June 7 meeting. The Board arrived at a positive finding on each of the four standards found in Sec. 1403-6, and voted to forward a positive recommendation to the Council.

Councilor Doyle moved, Councilor Minthorn seconded to open the Public Hearing. The motion passed with six (6) yeas.

Bill Walsh, Walsh Engineering – Mr. Walsh is representing U-Haul. U-Haul is requesting a contract zone at 492 Main Street. The proposed facility has been there for about 32 years. The existing facility has self-storage units, truck rentals, propane filling and warehousing on-site. What U-Haul is proposing is to put in a self-storage building which is the larger building shown on site. Mr. Walsh displayed a map and pointed out all the areas around the U-Haul building. The parcel is about 3.68 acres and zoned in the front part of the property as B2D Zone which is the Route #1 part. There is a zone line that runs right down the middle of the back part of the lot and the back half is the R2 Zone. Allowed in the B2D Zone out in the front includes retail business, eating establishment, warehouse, hospitals, schools and all of these are fairly intensive activities for both traffic and the use of the site opposed to what we are proposing here is a relatively less intense use of the site being self-storage. We do have a warehouse house building which is an approved use in this zone and that is in the front portion here. It is a relatively small 2,200 sq. ft. building. As an allowed use a warehouse facility could in fact be installed in the front portion of that site. Given input from the staff and during the Planning Board process we have put our design on buildings and cupola on top to add some architectural interest and we have an entrance door facing Route #1 and we are going to use hardy plank board siding on that building with overhead entrance doors on the sides and a loading dock on the backside of that. The self storage building itself is 2,700 sq ft. building. The entrance to the building itself, most of it is sort of internal storage. So you will have a front door on this side of the building and most of the storage units are internal to that. There are some garage door type storage but the majority goes through the center door of the building. Landscaping and buffering on the south side we are going to extend the arbor out towards the back. On the West and North side we will put in a 6ft high stockade type fence and we will supplement those with evergreen white pine type vegetation to help buffer that area from the abutting properties. On the East side on Route #1 we will have landscaping which will be a 15 ft. landscaped area which will exist out of the Route #1 side to kind of dress that up a bit. The U-Haul sign itself will also be dressed up a little bit. There will be a stone wall around the base of it and it will be used as a planter. That stone wall will be extended back around the proposed propane tank to help buffer that and protect that from any traffic issues which we talked a little about last week. Traffic is probably the other important item to hit here. We have proposed a right in right out only on Route #1. Right now you can come in and out both ways and take a left on Route #1 and turn into the site and it does create traffic issues as we all know on Route #1. This will not allow traffic to turn left. Traffic will have to come in on Hutchins and into the site. That will obviously improve the flow through Route #1. Traffic generation for this type of facility is actually pretty minimal and on a peak hour it happens on the weekend we hear and it is about 25-30 trips for a facility like this on a peak hour which is pretty minimal. A restaurant or a retail store which could be put on this facility would generate something about 10 times that and will generate about 250 vehicle trips per hour. So, our use as far as traffic goes will be relatively small. We did meet with the neighbors about a year ago and talked about security and that is where the fencing idea came up and being able to stop people from walking through the site. They asked about the building height and that height will be less than 30 feet which is allowed in that zone. They were concerned about lighting and full cutoff lighting will be used. They have asked about the appearance and we didn't have anything at the time, but we do have some that we can show now. Some images that we have had generated.

Last time we were here and presented in front of the City Council there were a number of questions that you folks asked in line of driveways and along Hutchins Street. I think Councilor Minthorn asked if we could align the drives right near our entrance drive and this would present some problems in our opinion because it would put all traffic next to a house that is right there. It also messes up the storage and access to the side of the building. We have discussed it with our traffic engineer and given the traffic flow and volume there it didn't seem to be a huge issue from his standpoint as far as having these off set. Although it would be ideal to align them as Councilor Minthorn suggested but given this site it just does not work. We talked about the right in right out access and in a subsequent meeting that we had with Councilor Minthorn and Planning staff we talked about this entrance here and some different options we could do to sort of adjust this site around a little bit. One thing that we did do and we did figure out the existing entrance is right here and close to the existing building here and we have taken that and put it down about 75 feet down Route #1 to give better traffic access and better distance from the traffic light on Hutchins which allows for a better flow on Route #1. We talked about the propane tank and protecting that a little bit from traffic and someone being able to run into that right now. We can put some jersey barriers around it and we would like to dress it up a little bit and put a vertical propane tank that would have a wall around at least $\frac{3}{4}$ of it and that would also be a traffic barrier a concrete wall piece with stone. We also talked at the last meeting about property taxes and I think we submitted that information. Basically, the Assessor has looked at that and the assessment of the property would be the presently would be \$1.27 million and go up to about \$2.09 million. We talked about the idea a flipping this building around so that the idea being any noise generated on this side would be blocked by the building. The thought of U-Haul is that either way would work for them and it is something that we would probably like to look out and plan how we can get to that next step and figure that out with them, which way makes the most sense and the neighbor should have some input on this. Either way works for us whether it is on the Thornton side or pushed back to the other side. As far as the noise goes there was talk of backing up trucks and such and I will note that the U-Haul trucks don't have the beep, beep noise you hear on most trucks when backing up. So you won't hear that noise. We talked about green space on the Hutchins St side. Presently this is all paved from the building out onto Hutchins St. and we are going to take an area over there and turn it into green space and landscape it a little on that side. We also discussed the idea of a left and right turn out of here and the idea that at some point in the future the city might like to put a back street into this area. In discussing that with U-Haul they were more than willing to provide and extra 5 feet along this side of the road if the city does such desire to make that work and our sketched of left and right turns that probably would be about 3 feet at least and we thought 5 feet would make it comfortable on that side.

Councilor Minthorn thanked U-Haul for engaging us in the conversation and allowing us to be a part of it. Allot of the suggestions that we made are in the drawing now and it is nice to see that and we really appreciate it.

Michelle Beane, 10 Hutchins Street – Ms. Beane noted that she would beg to differ a little bit with regards to your traffic survey. Your trucks nearly hit my garage on the side here. So I would like an opportunity to spend some time with you to discuss traffic flow because it is very congested there and living right next door to you folks certainly I have a great concern about the noise and the additional traffic. Certainly if you are having traffic come in on my side of the driveway. So, I have not heard from you and have not seen you at all so this is my first time hearing this proposal so I find this a bit interesting that I haven't had an opportunity yet being your next door neighbor to discuss this issue.

Mayor Michaud clarified that we are having a public hearing on the concept plan and if it is approved by the Council it will go back to the Planning Board for some site plan review and it is during that site plan review process that some of these issues get ironed out. You will have public input as a neighbor and say "hey this isn't working because my garage is here or whatever". The Planning Board will deal with some of that though you will need to note those for the record which is a good thing to do. So this is really sort of a general thing, the specifics will be if it is approved by the Council will be more the site plan on the actual traffic route.

Don Osman, Fieldview Estates – Mr. Osman had 3 concerns, safety, security and traffic. I appreciate the comments and you have probably addressed all these already. But, that neighborhood is a quiet neighborhood and it is also a heavily congested neighborhood. We are so close to the intersection there at Hannaford and if you have ever tried to get through there at some period in the daytime you better have allot of patience. as I said it is a quiet

neighborhood and we are concerned about the additional influx of traffic, cars and people and I'm assuming that the facility will be available in the evenings and hopefully it will be well lit, it will be maintained and the security factor will be of great concern. We like our neighborhood. We like being off of Route #1 far enough where once in awhile we will hear a fire engine go by or police car. But, relatively speaking it is quiet and a nice neighborhood and we are proud of it and as a matter of fact we sometimes get cars coming through there and they will say "oh are you going to build some more units" and we say no we can't we don't have enough space or property. But, they like the area and I'm hoping that if this project goes through that all of these things will be taken into consideration and we will feel safe again and proud to live there.

Bill Thompson, 12 Hutchins Street – Mr. Thompson echoed everything that the gentleman just said about the neighborhood. It is wonderful. I will also say that I'm not here to bash U-Haul. U-Haul has been a good neighbor at least to me but I still have some concerns and again I'm not going to mess this up with more site plan stuff. What I would like to do is say some things about some small observations I have made as far as what they have going on there. I'm going to say right now that I believe U-Haul has outgrown that space. Whether they build a building or not they can't in my opinion to have self storage and rental stuff on the lot. Right now if you went up there at this very moment you would be hard pressed to get a golf cart through their lot. It is filled with trucks and trailers. Last week alone they were unloading those pods that they have. They had a truck parked on Hutchins Street blocking one lane and the forklift they used to unload those blocked the other lane. Hutchins Street is a 2 lane street. Now they have the road blocked. Granted only for a few minutes to get that pod off and then 1 lane was open. But now you are encouraging traffic to go head on with each other. Looking at what I'm looking at where the buildings are placed wherever they are it reduces the amount of area that they have to put vehicles. So right now where that building is going to set there are vehicles parked, bumper to bumper and side to side and you can barely open the doors. Right now all the open space you see right there is filled with trailers, dolly's, trucks to the point where if you went up there right now you couldn't get into their existing storage unit without moving ½ dozen to 8-10 vehicles. I encourage U-Haul to expand. They wouldn't want to do this if they didn't want to expand what they do. What I'm saying is that area could either support just the self-storage or the rental aspect of their business but I just don't see this particular piece of property handling the volume because I have watched U-Haul and that place is one busy place. They have vehicles going in and out of there minutes apart which is way I challenge the numbers that they said earlier at the Planning Board meeting about the 20-30 at peak hour. It is much more than that, it really is. All you have to do is go there and you could see that. But again I don't think. The place could support either or. I would encourage U-Haul, again they have been a good neighbor and I wouldn't hesitate for a second to continue there I can't understand why they wouldn't have looked at a different location, a larger area such as the old Brown Pontiac building which they built after this one out there on Route #1 where Kevin's Electric is. That would have been an ideal spot for their rental operation. Then they could build this and have a self-storage there. Again, in addition to the pod unloading out there, not long ago there was a tractor trailer parked out on Main Street. If you think about it Main Street is a 4 lane road with no shoulders. That tractor trailer was blocking a lane therefore they were out there unloading that truck and being as close to the intersection as it was it created a traffic nightmare in the middle of summer. Again, these are things that people don't see that we living there are having to deal with that. The gentleman driving the truck wasn't there for hours and hours but he was there for 30 minutes max. But still I don't believe, but you would have to check with the Police Dept. but I don't think that is an accepted practice. Main Street in that area is not a loading zone okay. What I'm looking at right here is once they fill that place back up with trucks after they build the buildings they are going to have a difficult time getting a tractor trailer through there. People that are moving use tractor trailers to move. How are they going to get those tractor trailer units in there to unload so they can get the stuff into the storage units? Another thing to look at. Right now you couldn't get one in there okay. Right now if you drove up there at this very minute you couldn't get one in there. You would be hard pressed to get anything in there. These are just observations. Another thing that you might want to address when it comes down to it is when and if they can figure that problem out and can get tractor trailer in there, those guys arrive at all hours of the night. They will have to park somewhere until they can unload. Are they going to be sitting there idling their vehicles in the evenings? That is something that we will need to address when the time comes. Again, these are just items that need addressing. Again, U-Haul has been a wonderful neighbor and I applaud them for working with the neighbors in trying to accommodate some of the concerns and wishes and these are just things that have come up since I have sat down and looked at this site plan. Again, when this site plan portion of things come up I will definitely be

involved, but they are aggressive in accommodating all of our things. Those are just little things that people on the outside don't see. It is not only a traffic issue but a safety issue. The forklifts that they have down there aren't registered so they shouldn't be out in the middle of Main Street. If it gets hit that is a liability that they are going to assume.

Melinda De Wolfe, 60 Hutchins Street – Ms. DeWolfe noted that she was not as close to the action as some of her neighbors are but she is also very concerned about the security that is a closed in little area and as you can see their property line is almost right to our houses. I have a great concern about buffering, security, lights and movement. It is going to be awfully busy in there for this small little neighborhood that we are trying to preserve.

Dick Hilton, Academy Place on Smith Street – You all know that it is a busy intersection between Hutchins, Smith and Route #. With all the business going through that traffic section they want to add more traffic? I can't see it. First thing I was warned when I moved into the area was don't cross the street by foot. Drive your car there because it is dangerous going across. We have all of teenagers coming from the school coming up to go to the businesses in the afternoon and we have an awful lot of senior citizens and 116-118 units off Smith Street. All of them in Academy Place are seniors. We don't dare go across to Hannaford to get our groceries. We have to go and give serious consideration before adding anymore traffic, entrances or exits there at the intersection.

Mayor Michaud stepped down from the podium in order to make a public comment. Deputy Mayor Precourt presided over the meeting.

Roland Michaud, 143 Bayview Road – Mr. Michaud took a moment to address the Councilors as a citizen about this particular project. I too have used U-Haul. I have bought your boxes and propane and rented your trucks over the years. I know very well where you are at. I think you have been a great addition to our community. It is a very clean business and does very well and has been there for a number of years. There are a couple of things that I want to talk to the Council about. 1) Is the issue of Contract Zones and their function. As you know, our City Planner pointed out this is a non-conforming use. The storage is a non-conforming use because historically the community determined that warehousing at the gateway of our community was probably not the best use that we wanted to encourage. That is why it is a non-conforming use. If you are using contract zones to avoid grandfathering non-conforming uses I really need to question why we have zoning at all. Because zoning is a function of telling everybody what we plan on doing and what is possible in that area. Using contract zones to overcome grandfather protections and expanding non-conforming uses seems to turn the whole concept of zoning upside down. So why have zoning if you are using it to create new uses you are using it to avoid exterminating uses that we have determined historically we probably not appropriate. The other part of this and I don't have a problem with U-Haul at all. I do have a problem warehousing the gateway to our community. As a community Saco has spent a fortune trying to improve our Northern and Southern gateways. On the Northern part our forebearers may not have looked as closely as they could as to what the implications may be to allow the uses that are currently there. But, it has improved a little bit over the years. Many of us have made fun of the "hamburger alley" issue and I think having the opportunity to do it over again we would have done it differently. I have no problem with what is out there now because they are a grandfathered use. While warehousing to the gateway to our community after all the effort we made as a community to improve the community I don't think is appropriate. I compliment Councilor Minthorn for going out there and doing a great job. All of those ideas are good ideas. U-Haul is easy to work with. But I really think as the previous person said they have probably outgrown the site. I think as a community we are willing to work with them and help find a comparable site to meet their needs. But to allow a building that size in our gateway and it will be there long after we are gone. We should all recognize that whatever is constructed there will be there long after we are gone. There may be a change in use type perhaps but it will not be an easy building to deal with in the long term. I don't think it is an appropriate building for that area and I don't even think it is an appropriate use. The city spoke through zoning that is wasn't an appropriate use and we need to work with them to find a location in our community to meet their needs as well as ours. The Council should think long and hard about using Contract Zoning in this particular situation.

Mayor Michaud took the podium back and assumed his role as Mayor.

Sandra Guay - Woodman and Edmonds – I would like to point out in respect to contract zones and non-conforming uses. By their nature contract zones always address non-conforming uses. Atlantic Heights is a non-conforming use. The salon on Main Street was a contract zone non-conforming use. There was a tea house approved when I was on the board as a non-conforming use. By nature the purpose of contract zoning is when you have uses that are not typically allowed in a zone, the contract zoning allows that use to be placed where it normally wouldn't. With respect to the comments made about U-Haul outgrowing the site, U-Haul has made a business decision and that site works for them. I think the council is aware of that. With suggestions from the city U-Haul has gone and explored some other sites and they took it very seriously and brought an engineer with them and they made a business decision that this is the site. This is where they have been. This is where the business was established and for whatever their business decisions are and I'm not privy to all of that this is where they choose to remain. There was an interesting comment about it not being a proper location for warehousing. Actually warehousing is an allowed use in this zone. Somebody could go in there and take really pretty much the entire parcel because it is B2D in the front and you can extend it 100 ft. into the R2 which pretty much in this case assumes the whole lot and this is a thing that makes this parcel so unique. Somebody could go in and there is no building size restriction it is a 50% lot coverage and I think 35 feet in height and somebody could conceivably go in there and take that site if U-Haul weren't there and build a very large warehouse building which would have much more significant and noisy traffic and larger trailer trucks coming and going all day then the type of use that is being proposed here. In fact the warehousing in the ordinance defines it as shipping, receiving, and storing of finished articles and can be used as a storage facility. The use also in looking at the contract zone, the uses it is being suggested by U-Haul are consistent with the uses that are already permitted in this zone because that type of warehousing use if already permitted in the zone. Other uses that would be permitted there which maybe a little more disruptive to this neighborhood are restaurant, bars, eating and drinking establishments, commercial schools and quasi public uses. There are a lot of uses that could generate a lot more noise and traffic than this self-storage building which particularly once built tends to get very little traffic and I think we were talking about additional trips and not total trips for the entire property. As far as the comments about blockage of the street for whatever reason, this is new information to me. Certainly that will get passed along to the manager and I think it is a different situation than this and something that they probably ought to be taking a look at. Another thing that makes this property unique is that it is in a very limited area that the comprehensive plan recognizes in their commercial development section as being the area between Thornton Academy and Route #1 I mean on the I-95 Spur just that section of Route #1 where the city has determined should remain a commercial district and recognizing the established pattern of commercial use in that area. And of course U-Haul is one of those established pattern of commercial use that has been there when the comprehensive plan has been drafted and especially during the 2011 update which I think you are aware of. This is a fairly quiet use of this property and it is closed off in my understanding and only open for delivery during business hours. Somebody can go in and access through the front door to get to their unit if they want to. So in the evening it is very quiet. As far as tractor trucks parking there I'm not aware of that it is something that could certainly be worked on through site plan review. In exchange for this comprehensive plan again U-Haul is offering I think quite a bit back to the city things they wouldn't have to do without this contract zone including making that Route #1 entrance full service where you can come up Route #1 and take a left in and go and take a left out into a right turn right out access only which is part of the 2005 Main Street Study that was one of the suggestions to make as many, not just U-Haul of those entrances right in right out as possible. Also by reducing the access on Hutchins and limiting that through buffering and adding quite a bit of buffering, streetscape, cardscape around the sign, artscape is really beautifying the area as much as they can for a commercial use and it is a commercial use and will always be a commercial use. I think with respect to access to trailer trucks Mr. Walsh could address this.

Bill Walsh, Walsh Engineering – Obviously going through the site plan process we would make sure that trucks can move in and out of there appropriately. There small warehouse building that is being proposed here is actually for that purpose. It has a loading dock on it so trucks would have to come in and out to get to that loading dock. We worked with turning templates and make sure that trucks can move in and out of there. It is crowded there now and the abutter is exactly right there is a lot of trucks there and that is one of the reasons why we want to do this. There will be more space for these trucks.

Bill Thompson – 12 Hutchins St. – I just want to reiterate we don't want to eliminate U-Haul as a business in Saco or as that area. I think that their investment for the storage again opening my eyes to the fact of warehousing. They

want to pave that whole area out back there to park trucks and I know that they could use that to park trucks because they have that many trucks that they could probably put there. Then focus their investment as far as the self-storage in another location and then if the rental part of it is an allowed use in that zone they could keep renting their trucks and trailers and take the storage facility and invest it at another location in the city. Because I really don't think that property right there can support as busy as I have seen that and as much as I have seen that business grown over the years. I have lived in Saco all my life. It is not that I don't want you then because again they have been good neighbors.

Councilor Doyle moved, Councilor Minthorn seconded to close the Public Hearing, and further move to set the Second and Final Reading of "Contract Zone Agreement by and Between U-Haul Co. of Maine and the City of Saco," dated June 7, 2016 for September 6, 2016 for the property identified as Tax Map 40, Lot 33 as authorized by Section 1403 of the Zoning Ordinance, pursuant to 30A M.R.S.A. Section 4352(8).

Councilor Roche requested for the next meeting the list of neighbors (10 names) who signed off on this plan to compare that to the people who spoke publicly tonight.

Mayor Michaud called for a vote on the motion. The motion passed with six (6) yeas.

Contract Zone Agreement By and Between
U-Haul Company of Maine and the City of Saco
June 7, 2016

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through March 28, 2016, is hereby amended by adopting this contract by and between the City of Saco and U-Haul Co. of Maine (Applicant).

1. The Applicant proposes to expand the existing grandfathered legal nonconforming self-storage business within the subject property by constructing a new self-storage building on the west side of the property.
2. The self-storage business has been in operation in this location since the early 1980's.
3. The subject property is located at 492 Main Street, in Saco, Maine and is identified as Tax Map 40, Lot 33. The subject property has been owned by the Applicant since the early 1980's.
4. The subject property lies within the B-2D zone and the R-2 zone.
5. Self-storage is not a permitted or conditional use within the B-2D or R-2 zones; however, it is a grandfathered legal nonconforming use on the property since the early 1980's.
6. Recognizing the requirements of the Zoning Ordinance, the Applicant hereby makes application for a Contract Zone that would allow for the expansion of the grandfathered legal nonconforming use within the site.
7. The Contract Zone will be applicable to the entire property.

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

This Contract Zone, specifically and exclusively for the parcel at 492 Main Street, Tax Map 40, Lot 33, would allow the Applicant to expand the self-storage business as proposed, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Ordinance:

Self-service storage facilities, retail, moving equipment rental and storage, warehousing, propane distribution, trailer hitch installation and rental equipment maintenance shall be permitted uses within the Contract Zone, in addition to all permitted uses and conditional uses otherwise allowed in the B-2D and R-2 zones.

III. This Contract Zone Agreement is subject to the following conditions and restrictions, as provided for in Section 1403-5 of the Saco Zoning Ordinance:

- a. Building setbacks shall conform to the B-2D zone building setbacks requirements.
- b. Vegetated buffers shall be provided along the abutting residential and Thornton Academy property lines

where vegetation currently exists. Fencing will be provided along all abutting residential property lines.

- c. A 15-foot wide landscaped buffer shall be provided along the Route 1 road frontage south of the site entrance from Route 1.
- d. The existing Route One driveway entrance shall be re-designated as a right-in/right-out access drive.
- e. Municipal site plan review requirements shall remain in effect with respect to anticipated or future expansion or relocation of structures within the Contract Zone.
- f. The City and Applicant recognize that the plan submitted for contract zone review is representative of the existing and proposed site layout, but is subject to change as a result of site plan review conducted by the Planning Board. If it is determined that the changes constitute a significant change in the contract, then the developer shall also be required to obtain City Council approval of the change.
- g. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant. Approval of this Contract Zone is in part based on the financial and technical qualifications of the Applicant as submitted to the City. Accordingly, this Agreement and the Contract Zone it creates shall not be transferred or assigned, other to another entity of the Applicant, without review and written approval by City Council, such consent not to be reasonably withheld.
- h. Upon approval of this Contract Zone by the City Council, the Applicant shall submit materials required for site plan review to the Planning Office. Failure of the Applicant to secure site plan approval within one year of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicant, this one year deadline may be extended by one year upon written request to the City Council.
- i. Breach of these conditions and restrictions by the Applicant shall constitute a breach of the contract, and the Applicant shall be required to apply for a contract modification. Failure to apply for or to obtain a modification shall constitute a zoning violation subject to enforcement action.

IV. Pursuant to authority found in 30A M.R.S.A. Section 4352(8), and the City of Saco Zoning Ordinance, Section 1403, and by Vote of the Saco Planning Board on June 7, 2016; and the Saco City Council on _____, the following findings are hereby adopted:

- A. City Tax Map 40, Lot 33 is a parcel of unusual nature and location for the following reasons:
 1. The Applicant has owned the subject property since the early 1980's and has been operating the self-storage and moving equipment rental business since acquisition. There is a growing need in the City of Saco for self-storage facilities due to the expanding population.
 2. The property is uniquely divided into two zoning districts with the east side of the property lying in the B-2D zone and the west side of the property lying in the R-2 zone.
 3. As the entire property has been used only for commercial use since at least the early 1980's and is in a commercially developed area of the Route 1 Corridor in Saco, it is unusual that the property remains divided, with a portion of the long-established commercial property situated within a residential zone.
 4. The property consists of approximately 3.68 acres, of which approximately 1.8 acres are currently undeveloped.
- B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following:

Comprehensive Plan – Chapter 5: Community Goals and Policies

 - Local Economy Goals
 - “To increase the number and quality of jobs in Saco.”
 - *The proposed project will preserve existing jobs while providing temporary construction jobs and permanent staff jobs at the site.*
 - “To strengthen Saco’s role as a service center for the region...”
 - *The proposed project will expand the retail, rental, and self-storage facility for utilization by the residents and businesses of Saco and surrounding towns.*
 - *The U-Haul company has been a well-respected, stable, long term national company doing business since 1945, which will continue to provide service well into the future.*

- *The expansion of the U-Haul facility will expand services to the Saco region, increasing its retail operation, while increasing the Saco tax base.*
 - “To increase the commercial tax base.”
 - *The expansion of the U-Haul facility will utilize presently undeveloped Route One corridor land for commercial purposes, adding to the commercial tax base.*

Comprehensive Plan – Chapter 6: Land Use Goals and Policies:

- Local Goals

- “To foster a pattern of land use that respects and builds upon the established settlement pattern of an urban core surrounded by an outlying rural area.”
 - *The proposed project is an expansion of a long-established grandfathered use within the Route 1 commercial corridor. The proposed project will build upon the established settlement pattern.*
- “To discourage urban sprawl.”
 - *The proposed project is located along the Route 1 commercial corridor and will not contribute to urban sprawl.*
- “To accommodate the growth of commercial and industrial activities in designated growth areas where public services and facilities can be provided.”
 - *The proposed project is located along the Route 1 corridor where public services are provided and will not overburden existing public facilities.*
- “To encourage a pattern of land use that can be served efficiently and that does not impose an undue burden on the Town’s financial resources.”
 - *The proposed project is located along the Route 1 corridor where public services already exist. No extensions of public services will be required. Therefore, there will be no undue burden on the Town’s financial resources.*
- “To avoid promoting development in areas of Saco currently used for agriculture and forestry.”
 - *The proposed project is located along the Route 1 commercial corridor on land that will not be used for agriculture or forestry.*

- Commercial Development

- “22. The City should also maintain the Route 1 Corridor from Thornton Academy north to the I-195 spur as a commercial district recognizing the established pattern of commercial use in the area...”
 - *The proposed project is an expansion of a long-established commercial retail business located on a parcel of land that fronts the Route 1 Corridor north of Thornton Academy.*
- “5. The Route One Corridor from Thornton Academy north to the I-195 Spur functions as a community commercial center. The City should work to improve the visual appearance of this area. In addition, efforts should be made to upgrade traffic flow and to improve access to and from adjacent properties and neighborhoods.”
 - *The proposed project will improve the visual appearance of the property and will substantially improve traffic safety by converting an unsignalized full access driveway to a right-in/right-out only access.*

- C. The proposed use is consistent with the existing uses and permitted uses within the original zone.
 1. The proposed project is an expansion of a long-established self-storage business at the subject property. The self-storage business is a grandfathered nonconforming use of the property that has been operating since the early 1980’s.
 2. Existing permitted and conditional uses in the B2-D zone include, in part, wholesale trade and warehouses, retail businesses, eating and drinking establishments, masonry supply yards and gas stations; existing conditional uses in the R-2 zone include, in part, hospitals and clinics, commercial greenhouses, kennels, public utility buildings and funeral homes.
 3. The self-storage expansion is a less intensive use than the uses otherwise permitted in the original zone, and will not create significant noise, odor, pollution, or other nuisances that would be a burden on the neighboring properties.
 4. The self-storage expansion will meet the space and bulk requirements of the underlying zones.
- D. The conditions proposed are sufficient to meet the intent of Section 1403, Contract Zoning, of the Saco

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

Adopted by the Saco City Council on _____.

By _____

By _____

Kevin L. Sutherland
City Administrator

Jon Hynes, President
U-Haul Co. of Maine

C. ADDITION OF CHAPTER 161-PROHIBITED PRODUCTS TO SACO MUNICIPAL CODE OF ORDINANCES – (FIRST READING)

Polystyrene, referred to colloquially as Styrofoam, is a synthetic polymer used to make meat trays, egg cartons, seafood, containers, cups, plates, bowls, and trays. However, polystyrene negatively impacts the environment because it breaks down into non-biodegradable pieces that can harm wildlife and marine life. Polystyrene is an increasingly common form of litter, particularly along waterways and shores. Many states across the country including Massachusetts, New York, and Florida have implemented polystyrene bans. Currently in Maine, the towns/cities of Brunswick, Portland, and Freeport maintain a ban on the use of polystyrene in food packaging or retail sale. As polystyrene is harmful to the environment and easily substituted for other materials, we request that an ordinance be passed to add Chapter 161 – Prohibited Products to the City of Saco’s general code, which would prohibit the use of polystyrene in food packaging and retail sale in Saco. The sale and packaging of raw seafood would be exempt from this ban. The City’s goal with this ordinance would be to replace polystyrene foam food containers with reusable, recyclable, or compostable alternatives. With regard to implementation of a polystyrene ban in Saco, we recommend the subsequent implementation of a monetary fine system for violations of the ban, should the ban be approved and go into effect.

Councilor Doyle stepped out of the meeting for a minute.

Councilor Cote moved, Councilor Precourt seconded “Be it Ordered that the City Council does hereby ordain and approve the First Reading for the addition to the Saco Code, Chapter 160- Prohibited Products, and further move to set the Public Hearing for September 6th, 2016.” Further move to approve the order. The motion passed with five (5) yeas.

**City of Saco, Maine
Addition to the Municipal Code of Ordinances
Chapter 160 – Prohibited Products**

Sec. 160-101. Definitions.

As used in this Chapter the following terms have the following meanings:

“Food packager” means any person who places meat, eggs, bakery products, or other food in packaging materials for the purpose of retail sale of those products.

“Prepared food” means food or beverages that are served at the food vendor’s location having been previously prepared elsewhere or are prepared at the vendor’s location by cooking, chopping, slicing, mixing, brewing, freezing or squeezing. “Prepared food” does not mean raw, uncooked meat or eggs. Prepared food may be eaten either on or off premises.

“Polystyrene foam” means and includes blown polystyrene and expanded and extruded foams (sometimes referred to as Styrofoam®, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques

including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion blow molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays, and egg cartons. For the purposes of this chapter, the term “polystyrene” shall not include clear polystyrene known as “oriented polystyrene.”

“Retail vendor” means any person, restaurant, store, shop, sales outlet or other establishment, including without limitation, a grocery store, convenience store, or a delicatessen.

Sec. 160-102. Prohibitions.

(a) No retail vendor shall serve or sell prepared food or drinks in polystyrene foam containers and shall not package consumable liquids, meat, eggs, bakery products or other food or food products in polystyrene foam containers.

(b) No party shall package consumable liquids, meat, eggs, bakery products or other food or food products in polystyrene foam containers for sale or use in the City.

(c) No retail vendor that sells food products or consumable liquids at retail shall use polystyrene foam food or beverage containers.

(d) The City shall not use polystyrene foam food or beverage containers at any City facility or City-sponsored event.

(e) No City department or facility shall purchase or acquire polystyrene foam food or beverage containers.

(f) All parties who contract with the City are prohibited from using polystyrene foam food and beverage containers in, on, or within City facilities and projects.

Sec. 160-103. Exemptions.

(a) The sale and packaging of raw and live seafood is exempt from the provisions of this Chapter.

(b) Retail vendors and food packagers that are currently existing or are established in the City by the effective date of the ordinance will be exempted from the provision of this Chapter prohibiting the use of polystyrene foam for one (1) year, absent a showing of undue hardship. Undue hardship includes, but is not limited to, situations unique to the food vendor and not generally applicable to other persons in similar circumstances. In no event may a hardship extension run longer than two (2) years in total.

(c) Retail vendors, food packagers, City departments, City facilities, and contractors shall be exempt from the provisions of this Chapter in a situation deemed by the City Administrator to be an emergency for the preservation of the public peace, health, or safety.

(d) Retail vendors that receive items pre-packaged in polystyrene foam food or beverage containers that have been packaged outside the City of Saco may re-sell such items without repacking those items and such use or sale shall not constitute a violation of this ordinance.

Sec. 160-104. Violations and enforcement.

The Code Enforcement Officer or his/her designee(s), or other official designated by the City Administrator shall have the primary responsibility for enforcement of this Chapter. If the Code Enforcement Officer or his/her designee(s), or other official designated by the City Administrator determine(s) that a violation of this Chapter has occurred, he/she shall issue a written warning notice to the food vendor that a violation has occurred. Penalties for violation of this Chapter shall be as set forth in the **Master Schedule of Revenues, Charges, Fees and Fines, Appendix A** to this Municipal Code of Ordinances.

Sec. 160-105. Effective Date.

Enforcement of the Chapter shall begin on [insert date here]

Sec. 160-106. Severability.

If any part or provision of this Chapter, or the application thereof to any person or circumstances is held invalid, the remainder of the Chapter, including the application of such part or provision to other persons or circumstances, shall not be affected thereby, and shall continue in full force and effect. To this end, provisions of this Chapter are severable.

**Appendix A
City of Saco
Master Schedule of Revenues, Charges, Fees and Fines**

Reference	Date	Description	Amount
Chapter 161 – Prohibited Products			
		First violation in a one year period	Warning
		Second violation in a one year period	\$250
		Each subsequent violation in a one year period	\$500

Councilor Doyle returned to the meeting.

E. ZONING ORDINANCE AMENDMENTS: B-3 ZONE – (SECOND & FINAL READING)

The City has been working with a prospective business that is interested in locating in Saco. The company is a manufacturer, wholesaler and retailer of kayaks and canoes. Their ideal location would include direct access to water for product demonstrations and rentals. Staff has identified two potential locations, each in the B-3 zone and adjacent to the Saco River.

It is requested that the following two uses be considered for addition as Conditional Uses in the B-3 zone. Please note that the Zoning Ordinance states the B-3 zone "...permits high value business and services of the type needed within walking distance of high density residential dwellings, and which may also serve a regional financial, service or retail role."

- 1.) Amend Section 410-7 to allow "Accessory sales of goods manufactured on the premises" as a Conditional Use.
- 2.) Amend Section 410-7 to allow "Light industry" as a Conditional Use.

The Planning Board considered these issues and held a public hearing on June 7, 2016. The Board recommends that the amendments be adopted as proposed.

Councilor Cote moved, Councilor Johnston seconded "Be it ordered that the City Council approves the Second and Final Reading of the document titled, "Amendments to Section 410-7 of the Zoning Ordinance, June 20, 2016". Further move to approve the order The motion passed with four (4) yeas and two (2) nays – Councilors Precourt and Cote.

**Amendments to Section 410-7 of the Zoning Ordinance
June 20, 2016**

(New language is underlined).

410-7. B-3 DOWNTOWN BUSINESS DISTRICT

(See also special size limitations in portion of B-3 district, Section 733-1)

CONDITIONAL USES

- 13. Accessory sales of goods manufactured on the premises
- 14. Light industry

D. ZONING ORDINANCE: AMENDMENTS: MEDICAL MARIJUANA CAREGIVERS – (FIRST READING)

The City enacted a moratorium on medical marijuana caregivers in June 2016. The goals of the moratorium were to give the city time to develop proper definitions for these new businesses that are locating in the city, as well as the appropriate location for these businesses. Extensive research of the current state laws as well as input from the caregiver community lead to the creation of the new definitions and uses. Throughout this process it was determined that there needed to be a prohibition of this use as a home occupation in residential zones, as well as additional standards for these businesses setting up in the I-2 zone. The Planning Board has reviewed the definitions, zoning recommendations and standards on July 19th, 2016 and had a public hearing on the proposed definitions and zoning on August 2nd, 2016. The Planning Board voted 5-0 at its August 2 meeting to forward a positive recommendation to the City Council. The new definitions include Medical Marijuana caregiver, growing and Medical Marijuana Caregiver, growing facility, with the recommendation that these uses be allowed in the I-2 zone. It is requested that the following definitions and amendments to the I-2 zone be considered and adopted into the zoning code.

- 1.) Include definitions in Article 3: Definitions.
- 2.) Amend Section 410-12 to allow “Medical Marijuana Caregivers, growing and Medical Marijuana Caregivers, growing facility” as a Permitted Use.
- 3.) Amend Sections 410-1, 410-2, 410-3 to prohibit “Medical Marijuana Caregivers, growing” and “Medical Marijuana Caregivers, growing facility” as home occupations in the residential zones

Councilor Doyle moved, Councilor Precourt seconded “The City Council hereby Ordains and Approves the First Reading of the document titled, ‘Medical Marijuana Caregivers zoning amendments, August 15, 2016’, and further moves to set the Public Hearing for September 6, 2016.” Further move to approve the order.

Amendment - Councilor Doyle moved, Councilor Minthorn seconded to not only include the I-2 Zone but to also include the I-1 Zone as a permitted use location. The motion passed with five (5) yeas and one (1) nay – Councilor Precourt.

Mayor Michaud called for a vote on the Main motion with Amendment. The motion passed with five (5) yeas and one (1) nay – Councilor Precourt.

DEFINITIONS

Medical Marijuana Care givers, growing: Individual or business that has registered with the state pursuant to 22 M.R.S. §2422(8-A) as a caregiver. The individual or business has established patients and is engaged in growing medical marijuana outside of the caregivers primary residence (see growing facility) pursuant to 22 M.R.S. §2423-A (2)(B).

Medical Marijuana Caregivers, Growing facility: Growing facility is a building where plants are stored and cultivated may have patient rooms on sight separate from plant cultivation and processing. The facility must be locked and secured. The facility cannot contain more than 3 separate licensees. The facility is located separately from the caregiver’s primary residence.

ZONING

410-12. I-2 INDUSTRIAL BUSINESS DISTRICT (ed. note: includes I-2b district at former Maine Turnpike Exit 5) (Amended 8/1/88, 9/19/88, 3/2/92, 3/16/92, 4/1/91, 6/4/91, 7/6/93, 7/6/93, 2/28/94, 2/19/02, 5/21/12)

25. Medical Marijuana Caregivers, growing

26. Medical Marijuana Caregivers, growing facility

PROHIBITED USE

711-2. PROHIBITED HOME OCCUPATIONS

A home occupation shall not be interpreted to include the following:

- 1) Facility for the repair of motor vehicles
- 2) The retailing of any item not produced on the premises
(Amended 8/1/88)
- 3) ~~Medical Marijuana Caregivers, growing~~

STANDARDS

Section 734. Medical Marijuana

Where permitted by this Ordinance, uses engaged in the provision of Medical Marijuana including Caregiver (Growing) and Growing Facility, shall compl

y with the following standards:

- a. Neither of the referenced uses shall be permitted to generate offensive or harmful odors perceptible beyond their property lines, either at ground or habitable elevation.
- b. Neither of the referenced uses shall be allowed in a location less than five hundred (500) feet, measured in a straight line, to the nearest point on the boundary of any property which is occupied by a public or private school, Day Care Center, or Day Care Home.
- c. An enclosed outdoor area used for the cultivation of marijuana shall have a privacy fence at least six (6) feet high that obscures the view of the marijuana in order to discourage theft and unauthorized intrusion.
- d. There shall be no outside displays, window displays, or interior displays visible from the outside of the building intended to attract attention to or generate interest in either of the referenced uses.
- e. Adequate measures for security of the facility, which may include a security system, security fencing, security cameras and other measures, shall be demonstrated to the satisfaction of the Code Enforcement Office prior to issuance of either a building permit or a certificate of occupancy. The Code Officer shall consult with the Police Department if the adequacy of proposed security measures is in question.
- f. The owner(s) of a building intended for lease to a Caregiver (Growing) or a Growing Facility shall apply for and receive a business license from the City Clerk's office. Each lessee within said building shall apply for and receive a business license from the City Clerk's office. Failure to secure a City of Saco business license shall disqualify either an owner or a lessee from operating as a Caregiver (Growing) or a Growing Facility in Saco.
- g. A Caregiver (Growing) or a Growing Facility shall receive an annual safety inspection by the Fire Department, Code Office, and Electrical Inspector.
- h. Both a Caregiver (Growing) and a Growing Facility shall identify all principal officers/owners by name and address.
- i. Evidence of compliance with all applicable state laws shall be submitted to the Planning Office prior to issuance of a Certificate of Occupancy.

F. ZONING ORDINANCE AMENDMENTS: I-1 & I-3 ZONES – (SECOND & FINAL READING)

The City has been working with a prospect that is interested in locating its contracting business to Saco Industrial Park – specifically at 71 Industrial Park Road. Currently, this use is permitted in the I-3 (Mill Brook Business Park) Zone but not in the I-1 (Saco Industrial Park) Zone. All equipment for a contracting business must be either screened by a tree line, hedge row, other acceptable screening or kept inside a building in either zone.

Given the intention that the Mill Brook Business Park be focused on attracting clean, green or light manufacturing businesses it is requested that the following two amendments be considered:

- 1.) Amend Section 410-11 to allow “Contractors” as a permitted use.
- 2.) Amend Section 410-13 to change “Contractors” from a permitted use to a conditional use.

The Planning Board considered these issues and held a public hearing on June 7, 2016. The Board recommends that the amendments be adopted as proposed.

Councilor Doyle moved, Councilor Johnston seconded “Be it ordered that the City Council approves the Second and Final Reading of the document titled, ‘Amendments to Sections 410-11 and 410-13 of the Zoning Ordinance, June 20th, 2016’”. Further move to approve the order. The motion passed with six (6) yeas.

**Amendments to Sections 410-11 and 410-13 of the Zoning Ordinance
June 20, 2016**

(New language is underlined).

410-11. I-1 INDUSTRIAL PARK DISTRICT

(Amended 8/1/88, 11/17/88, 3/2/92, 7/6/93, 11/7/94, 2/19/02)

PERMITTED USES

24. Contractors

410-13 I-3 LIGHT INDUSTRIAL BUSINESS PARK DISTRICT (Amended 2/19/02; 4/7/03)

CONDITIONAL USES

8. Contractors

G. AUTHORIZE THE DISPOSAL OF PROPERTY THROUGH RFQP PROCESS FOR UNIT 91

The City of Saco became the owner of this real estate by operation of law when a maturing tax lien of Unit 91 LLC was left unpaid and matured on January 11, 2016. Since that time, the City has been working with Dirigo Management to manage the property (which is partially occupied by several commercial tenants who had leases with the former owner) and work with the condo association and abutting property owners to clarify various property issues, including the status of the easements, an aging heating system that is in need of replacement and controlled by a third party, and a much deferred maintenance.

The Planning Board held a Workshop on July 19th and held a Public Hearing on August 2nd and made a favorable recommendation to move forward with the RFQP process.

Councilor Johnston moved, Councilor Doyle seconded “Be it Ordered that the City Council authorizes the City Administrator to issue a request for Qualified Proposals for the Purchase of Real Estate for the Property located at 037-001-001-091 known as Unit 91 Island Terrace Condominiums” Further move to approve the order.

Friendly Amendment –Councilor Minthorn moved, Councilor Doyle seconded to extend the timeline for the RFQP process by one week beginning with item #2 as far as the optional site visit and extend that process one additional week to give some additional developers time to come in and look at the property and ask questions. Then move all subsequent timeline points back that additional week as well. To clarify, on page 67, Item #B2 extend that from Thursday, August 18th to Thursday, August 25th and continue adding one week on the Items #3-7. The motion passed with six (6) yeas.

Mayor Michaud called for a vote on the Main motion with friendly Amendment. The motion passed with six (6) yeas.

Request for Qualified Proposals (“RFQP”)

For the Sale and Development/Redevelopment of Real Property owned by the City of Saco, Maine commonly known as Unit 91 in the Island Terrace Condominium Association located at 110 Main Street, Saco, Maine (MLB # 037-001-001-091)

I. Introduction and Overview

Pursuant to § Saco City Code Chapter 81 – Article 1 regarding the Sale and Disposition of Municipally Owned Land/Property (the “Policy”), the City of Saco is exploring the potential sale and development of the real property owned by the City of Saco (the “City”) located at Unit 91 in the Island Terrace Condominium Association, 110 Main Street in Saco, Maine commonly known as “Unit 91” (the “Property”). The Property can be generally described as a two level condominium unit with an underground parking garage containing 40 vehicle parking spaces, 3 motorcycle parking spaces, and several utility rooms. The upper level of the unit consists of 30,000+/- sq. ft. of space that has been subdivided into several rental units. These rental units are occupied by several commercial tenants, and there are three units that are presently unoccupied. The property is connected to municipal water and sewer.

This development opportunity is located in the center of the Saco-Biddeford Mill District which is presently undergoing a significant development/redevelopment renaissance with new residential and commercial development presently underway in Saco Mill No. 4 directly adjacent (to the north) of the Property. To the east and abutting the Property, is Mill Building #2 which was recently acquired by a new and experienced developer who is actively working to maximize the vitality and development opportunity related to that project. To the south there are several active development projects currently underway all culminating in greater residential density and commercial activity further enhancing the attractiveness of the Property. Additionally, the Property is located in Saco’s vibrant downtown and will benefit from the strong business community building efforts of Saco Main Street, Inc., the City’s downtown organization. Currently the Property is home to a Karate Academy, a farmers & artisans market, a photography studio, a marketing firm, and the Department of Labor. The garage is actively used by these businesses and their visitors.

At this time, the City is making a Request For Qualified Proposals (“RFQP”) For the Sale and Development/Redevelopment of Real Property owned by the City of Saco, Maine commonly known as Unit 91 in the Island Terrace Condominium Association located at: 110 Main Street, Saco, Maine (MLB # 037-001-001-091) with a goal of maximizing the long term economic development opportunity that the Property represents. To that end, the City is seeking proposals for the purchase and development of the Property in accordance with the requirements set forth herein (“Proposals”). Proposals will be evaluated on a number of factors (outlined below) including, but not limited to:

- (i.) The ability to maximize the long-term economic development viability and potential of the Property;
- (ii.) The ability to complement/enhance the other development that has occurred within Island Terrace Condominium, on Saco Island, within the greater mill district and general vibrancy in the downtown neighborhood.
- (iii.) Responders to the RFQP shall have a documentable go forward financial capacity to complete both a purchase and any proposed development or change of use of the real estate.
- (iv.) Responders to the RFQP (be they an individual, an entity, or any individual owners of the proposing entity) shall have a documented financial history free of tax liens / foreclosures in the State of Maine for the last five years.
- (v.) Responders to the RFQP shall have a documentable track record of financial capacity and technical capability

to complete whatever the responder to the RFQP is proposing.

The City will accept sealed Proposals until 5:00 pm, Friday, September 16, 2016.

Information relevant to this Request For Qualified Proposals (the “RFQP”) and potential sale will be posted here. It is the intention of the City to notify Responders to the RFQP which satisfy the requirements set forth in the Instructions to Proposers below, if any, by October 7th, 2016 in advance of review and discussion of such Proposals by the City Council at their October 17, 2016 meeting.

The City reserves the right to waive any irregularity or defect in any submission, request clarification or additional information regarding Proposals, to cancel this RFQP, and to reject any and all Proposals or parts thereof, at its sole discretion. The City shall assume no liability for expense incurred by a Proposer in replying to this RFQP.

A. The following documents are available at the City’s website.

1. Request For Qualified Proposal (RFQP)
2. Link to the City Code Chapter 81 regarding the Sale and Disposition of Municipally Owned Land/Property
3. Copy of current Municipal Assessment Card
4. Copy of City of Saco Tax Lien Certificate
5. A listing of PERMITTED AND CONDITIONAL USES in the B-4 Zone
6. A listing of Standards of Performance for Planned developments
7. Copies of all existing leases in force and effect.

B. RFQP Timeline

1. Tuesday, August 16, 2016 – RFQP Release Date.
2. Thursday, August 18, 2016 at 4:00 PM – Optional Site Visit
3. Monday August 22, 2016 – Questions due by 1:00 p.m. All questions must be submitted in writing to: wmann@sacomaine.org. No questions will be accepted after Monday, August 22, 2016.
4. Friday, August 26, 2016 – Questions and Answers will be posted publically on the City’s website.
5. Friday, September 16, 2016 – Proposals Due by 5:00 p.m.
6. Anticipated: October 7, 2016 – Proposers whose Proposals are under consideration will be notified.
7. Anticipated: October 17, 2016 – City Council to consider a recommendation for sale and development/redevelopment.

Note: If the City Council decides to proceed with a Proposal, such decision shall be subject to: (i) the negotiation and execution of a mutually satisfactory Purchase and Sale Agreement; and (ii) satisfaction of the pertinent terms and provisions of the City Charter and the Policy.

- Anticipated: Late October/Early November 2016 – Negotiate Purchase & Sale Agreement
- Anticipated: December 2016 – New owner takes title

(iii) If a satisfactory Purchase and Sale cannot be reached, in the sole opinion of the City, the City reserves the right to reject the bidder and their proposal, and work with the next most responsible bidder, or to re-commence a new round of proposals if it deems that in the City’s best interests.

II. Instructions to Proposers

A. Proposal Submission Procedures

1. Sealed Proposals must be received on or before the Due Date (Friday, September 16, 2016 at 5:00 p.m.) Proposals received after the Due Date will not be considered.
2. Proposers shall submit one (1) clearly marked original, two (2) photocopies, and one (1) electronic version (either via email or on a flash drive) of their Proposal Package. Proposals must be received in one envelope or box marked “PROPOSAL – Unit 91” and addressed to:

William J. Mann
Economic Development Director
City of Saco - Saco City Hall
300 Main Street

Saco, Maine 04072-1538

Email: wmann@sacomaine.org

3. Proposal Packages must include:

- A letter of introduction.
- A proposed development plan outlining the proposed use of the Property. • A corresponding business plan including: demonstrated experience in the field or with similar businesses, timing of project completion, and demonstrated compatibility with existing and proposed zoning regulations. This should also include the number and types of jobs that will be created by the proposed development and the timing of jobs in the market, both in terms of availability and duration.
- A proposed timeline for taking occupancy of the Property under the development plan.
- An offer of payment for the Property
- A statement / analysis of the municipal impacts of proposed development.
- A document providing evidence of Proposer's financial capability to complete the purchase and development plan.
- A written certification that the Responder and all individuals/ owners that are a part of the responder, if an entity, have a financial history free of tax liens / foreclosures in the last five years and no prior federal bankruptcies.
- A statement indicating how your Proposal represents the highest value to the City in terms of direct or indirect financial, economic or community benefits.

Please review the evaluation criteria when responding.

Failure to provide any of the above requested information may result in disqualification of Proposal. The City reserves the right to request additional information pertaining to the Proposal Package, or any other matters related to the Request for Proposal. Proposal documents, including the Offer of Payment, must be signed by persons authorized to contractually bind the Proposer.

B. Property Inspection

An optional site visit has been scheduled for Thursday, August 18, 2016 at 4:00 PM at site. Please meet in front of the elevator on the mezzanine level, in front of Unit 91.

C. Questions Regarding Request For Qualified Proposal

Questions regarding the RFQP must be made in writing and submitted electronically to:

wmann@sacomaine.org Questions are due no later than Monday, August 22, 2016 at 1:00 p.m. All questions and answers will be posted publically on Friday, August 26, 2016 on the City's website. No questions will be accepted after Monday, August 22, 2016.

D. Official Contact Information:

William J. Mann

Economic Development Director

City of Saco

300Main Street

Saco, Maine 04072

wmann@sacomaine.org

(207) 282-3487

III. Method of Award and Selection Criteria

Complete responses to this RFQP will be evaluated by City staff along with two individuals appointed by the Island Terrace Condominium Association (of which the Property is a part) and an appointee of the Mayor of Saco. That group will submit its recommendation(s) to the Saco City Council for their review and action. Decisions to sell the Property are at the sole discretion of the City Council. This RFQP process shall not create a binding obligation on the part of the City of Saco, Its elected officials, employees or agents, to sell the Property unless and until a Purchase and Sale Agreement has been executed and the pertinent City Charter and Policy requirements have been satisfied.

The selection criteria shall include, but not be limited to, the following:

- Completeness of the Proposal Packet.
- Proposal recognizes the highest long-term economic benefit to the City of Saco.
- Development Proposal meets the City's economic development goals.
- Development Proposal demonstrates readiness and proof that site can be operational within 12 months.
- Development Proposal satisfies requirements of current and proposed zoning regulations.

IV. Terms and Conditions

All information contained within this RFQP and all supporting documents is based upon information from a variety of sources. Additional information may be made available via written addenda throughout the RFQP process. Proposers shall be responsible for their own due diligence in preparing a Proposal. No representation or warranty is made by the City with respect to the condition of the Property, the suitability of the Property for a Proposer's potential use or the information provided herein.

A. Proposers shall be responsible for the accuracy of the information they provide to the City in connection with this RFQP.

B. The City Council reserves the right to reject any and all Proposals, to waive minor irregularities in any Proposal, to issue additional RFQPs, and to either substantially modify or terminate the proposed sale at any time prior to final execution of a Purchase and Sale Agreement.

C. The City shall not be responsible for any costs incurred by a Bidder in connection with the preparation, submission, or presentation of its Proposal.

D. Nothing contained herein shall require the City to enter into exclusive negotiations with any Bidder and the City reserves the right to amend, alter and revise its own criteria in the selection of a Bidder without notice.

E. The City reserves the right to request clarification of information submitted in a Proposal and to request additional information from any Bidder.

F. The City may not accept any Proposal after the time and date specified in the RFQP.

G. The City Council retains the sole discretion in the selection of a successful Proposal, if any.

H. Upon selection of a Proposal, the City shall enter into negotiations with the successful Proposer for a Purchase and Sale Agreement with terms and conditions acceptable to the City. Until the execution of a contract, the City is under no obligation to sell the Property and it reserves the right to cease negotiations at any time and retain title to the Property. Except with respect to matters of title, the Property shall be conveyed to the party acquiring the same "AS IS" and without warranty as to quality, physical condition or environmental condition.

I. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record subject to public disclosure, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under insert legal reference, the Proposer shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

The RFQP process shall in all respects be governed by, and construed in accordance with, the laws of the State of Maine. Thank you for your interest in doing business in the City of Saco.

VIII. ADJOURNMENT

Councilor Minthorn moved, Councilor Roche seconded to adjourn the meeting at 8:50 p.m. The motion passed with six (6) yeas.

Attest: _____
Michele L. Hughes, City Clerk