

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

I. CALL TO ORDER – On Monday, September 19, 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: Roger Gay, William Doyle, Kevin Roche, Alan Minthorn, Eric Cote and Nathan Johnston. Councilor Precourt was excused this evening. City Administrator Kevin Sutherland was also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL

AIMS HIGH – AMERICORPS PROGRAM AT LEARNING WORKS

The LearningWorks AIMS HIGH program is excited to be partnered with C.K. Burns School in Saco this fall. LearningWorks AIMS HIGH places teams of dedicated AmeriCorps members in five elementary schools in Southern Maine to support student achievement and social and emotional learning through tutoring, mentoring and extended learning activities, both in and outside of the classroom. We are currently recruiting AmeriCorps members to serve at C.K. Burns for this school year and have several service roles at different levels of commitment. Five hours per week, twenty hours per week, and we are also seeking one full time AmeriCorps member. AIMS HIGH members gain hands-on experience working with students and also receive professional development training to serve in schools and communities, including academic instruction, classroom management, and community building. Upon completion of service, AmeriCorps members are eligible to receive an education award that can be used towards tuition, future educational opportunities or to pay student loan debt. Full and Half time service positions also receive a living allowance stipend during service. More information and applications can be found at <http://www.learningworks.me/CommunityPrograms/aimshigh> or contact the LearningWorks AIMS HIGH Director, Ethan Schechter at eschechter@learningworks.me or 207-775-0105

V. PUBLIC COMMENT

- Stephen Shiman, Bayview Terrace – Mr. Shiman noted that he was very definitely opposed to rescinding the School Bond vote. I'm not sure if it is legal to do that. If it is legal it takes it out of the hands of the voters. The voters have to decide. We have a very difficult issue on all sides of this issue. He has to rest with us, it can't rest with this group. It just can't. Taking it away from them is going to look just terrible. There are 2 choices they can make. 1) That even given the possibility of getting on the list it could be accepted and decided they want to move ahead with the proposal that they made on the bond issue. Then that is the way we have to go. It is't up to this body to say "no, you don't have that right". We have the right to decide. If they decide "no" let's get on the list, I suppose we will be on the list or there may be other options. I don't know. But, the point of the matter is that a very difficult issue like this, I believe that it is very important that this go through. It would look terrible at the last minute and I'm not sure if it is legal but I sure think that it is a bad thing.
- Barbara Colman, Stockman Ave. - How often have you played Monday morning quarterback? I suspect more times than you can remember and you are usually unable to make a change because of the decision made. Tonight you can reverse a play (the vote) which occurred on September 6th. The play was to move forward with the bond question to the voters this November. Basically, the decision made that evening placed the ball on the 50 yard line. Allow the citizens of Saco to make a decision, but really was it a informed decision? The majority of the players (Council members) on the team in front of me tonight rose their concerns about moving the ball forward when the requested materials to play the game were not made available. Normally the other team (School Dept.) doesn't share its play book. But in this case all the players are paid from the same account, the taxpayers of the City of Saco. The rules have changed and the opportunity to maximize the home field advantage is in your field. Place the ball back at the one yard line. Go the 99 yards using a proactive orientated approach and have the other team players complete their play book and make sure all the players of both teams are part of the discussion and decision making to move forward with the school. But remember there is still the grandstand where our children can see the game.

As a team player, think about how you want to be seen playing the game. Make sure all your children have access to the library, rooms with enough space to allow growth, where there are opportunities to share ideas among teachers and staff, this will be when the touch-down occurs. By throwing a penalty back tonight to rescind the vote, is in the best interest of our children's education and the future of the City of Saco.

VI. CONSENT AGENDA

Councilor Minthorn moved, Councilor Doyle seconded to approve consent agenda items # A and B as follows:

A. Be it Ordered that the Saco City Council grant the application for a License to operate Games of Chance as follows: Nevada Gold (2 games) and Queen of Hearts (1 game) from October 1, 2016 to December 31, 2016 as submitted by the Biddeford & Saco Elks #1597. Further move to approve the Order:

B. Be it Ordered that the Saco City Council grant the application for a License to Operate a Game of Chance as follows: 2 Licenses for a Meat Shoot (Dice Roll) on November 20, 2016 and December 18, 2016 as submitted by the Fraternal Order of Eagles #3792. Further move to approve the Order.

The motion passed with six (6) yeas.

A. APPLICATION FOR A LICENSE TO OPERATE A GAME OF CHANCE- BIDDEFORD & SACO ELKS #1597

Biddeford & Saco Elks #1597 has applied for a License to operate Games of Chance as follows: Nevada Gold (2 games) and Queen of Hearts (1 game) from October 1, 2016 to December 31, 2016.

The applicant has submitted their applications in accordance with the provisions of Title 17 M.R.S.A. Chapter 13-A, and in accordance with the Rules and Regulations promulgated by the Chief of the State Police governing the operation of Beano/Bingo or Games of Chance.

B. APPLICATION FOR A LICENSE TO OPERATE A GAME OF CHANCE – FRATERNAL ORDER OF EAGLES #3792

Fraternal Order of Eagles #3792 has applied for a License to Operate Games of Chance as follows: 2 Licenses for a Meat Shoot (Dice Roll) on November 20, 2016 and December 18, 2016.

The applicant has submitted their application in accordance with the provisions of Title 17 M.R.S.A. Chapter 13-A, and in accordance with the Rules and Regulations promulgated by the Chief of the State Police governing the operation of Beano/Bingo or Games of Chance.

VII. AGENDA

A. CONTRACT ZONE AMENDMENT: PARK NORTH – (PUBLIC HEARING)

Applicant Elliott Chamberlain dba Park North Development LLC requests the Council's consideration of an amendment to the Park North contract zone, approved by the City Council on May 1, 2006. Mr. Chamberlain proposes that residential uses be allowed on the easterly most portions of Parcel 1, which was limited to commercial uses by the 2006 approval.

The conceptual plan for Lot 18, one of two separate lots in Parcel 1, shows a mix of office, retail, and commercial space nearest Rte. One, with multi-family residential restricted to the third of the lot furthest from Rte. One. The proposed amendment would apply to the entirety of Parcel 1: both Lots 18 and 19.

The Planning Board reviewed this item at public hearing on June 21, 2016, and forwards a positive recommendation for the amended Agreement. The City Council discussed this item during Workshop on July 11, 2016.

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

Kevin Bedard, 4 Elijah James Drive – Mr. Bedard thinks that what Mr. Chamberlain wants to do would be great. I live in the community now and what I see is allot of people coming together and they have their own privacy, they are out of the city and I don't see a reason why it shouldn't happen.

Councilor Doyle moved, Councilor Minthorn seconded to close the Public Hearing and further move to set the Second and Final Reading of the contract zone document entitled 'Contract Zone Agreement By and Between Park North Development, LLC and Preston Properties, LLC as Applicants and the City of Saco,' dated December 20, 2005 and amended through June 21, 2016, for the properties at 991 Portland Road and 3 Eastview Parkway, for October 3, 2016. The motion passed with six (6) yeas.

Contract Zone Agreement

By and Between
Park North Development, LLC and Preston Properties, LLC as Applicants
and the ***City of Saco***

December 20, 2005
Amended September 3, 2013
Amended September , 2016 (proposed)

THE CITY OF SACO HEREBY ORDAINS:

- I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985 and amended through March 4, 2013 is hereby amended as further described in this Agreement by and between Park North Development, LLC and Preston Properties, LLC (collectively referred to as the "Applicants") and the City of Saco.**
1. The Applicants propose a mixed-use development on the parcels at 1031 Portland Road and Eastview Parkway (the "Subject Property"). The Subject Property consists of two parcels identified on City of Saco tax maps as Tax Map 63, Lot 6 (currently owned by Park North Development, LLC) and Tax Map 64, Lot 6-1 (currently owned by Preston Properties, LLC) excepting only the portions of such parcels that are located within the Resource Protection District. The "Subject Property" for purposes of this Contract Zone Agreement shall not include these areas located within the Resource Protection District.
 2. The Subject Property is an approximately 236 acre contiguous tract of largely undeveloped land with the exception of a multi-tenanted commercial building on the parcel identified as Map 64, Lot 6-1 at the corner of Eastview Parkway and Portland Road.
 3. Map 63, Lot 6 is owned by Park North Development, LLC by virtue of a Quitclaim Deed with Covenant dated April 14, 2005, a copy of which has been submitted by the Applicant. Said deed is recorded in Book 14436, Page 83 at the York County Registry of Deeds.
 4. Map 64, Lot 6-1 is owned by Preston Properties, LLC by virtue of three deeds each dated December 24, 2003, copies of which have been submitted by the Applicant. Said deeds are recorded in Book 13817, Page 172, Book 13817, Page 174 and Book 13817, Page 176 at the York County Registry of Deeds.
 5. Evidence of right, title and interest is established by virtue of the above referenced deeds.
 6. The Subject Property is in the Business Park (BP) zoning district.
 7. The Applicant has submitted a copy of Articles of Organization of Limited Liability Company filed with the Office of the Secretary of State, dated June 5, 2000, (for Preston Properties, LLC) and January 28, 2004 (for Park North Development, LLC) as both being authorized to do business or carry on activities

in the State of Maine. Timothy H. Norton, 53 Exchange Street, Portland, Maine 04101 is named as Registered Agent for both Preston Properties, LLC and Park North Development, LLC.

8. The Subject Property has an area of 236 +/- acres. The Subject Property is proposed to be divided into four (4) Parcels with each Parcel to be further divided into multiple Lots as shown on a Plan dated November 7, 2005, prepared by Sebago Technics, One Chabot Street, Westbrook, Maine 04098 (the "Plan")(as the same may be revised with the approval of the Council), for the purpose of constructing a multi-use development. In order to facilitate the multi use nature of the project, each Parcel shall have distinct space and bulk and use restrictions as set forth below.
9. The Applicant proposes certain uses that are allowed and consistent with the current zoning of the Subject Property. The Applicant further proposes certain additional uses, such as residential and multi-family housing and retail uses that are not allowed uses given the current zoning of the Subject Property. The Applicant has therefore made application for a Contract Zone under the provisions of Article 14 of the Saco Zoning Ordinance.
10. The Applicant recognizes that no public sewer system is readily available within the Portland Road right of way to service the Subject Parcel but the Applicant is aware that the City of Saco anticipates that Village Works, LLC, developer of a parcel of property on Cascade Road near the Subject Property may be extending the public sewer system across that property. The Applicant proposes to make provision for the extension of the City of Saco sewer system from its anticipated terminus at the southwesterly boundary of the Subject Property. If the Village Works, LLC development does not materialize than the Park North Development, LLC will pursue the extensions independently in order to accommodate this development.

II. This contract amends the Saco Zoning Ordinance as follows:

1. This Agreement supersedes Article 4. District Regulations of the Saco Zoning Ordinance. District Regulations applicable to the Subject Property shall instead be governed by the terms of this Agreement.
2. Notwithstanding any contrary provision of Section 10.12 or Section 11.14 of the Subdivision Regulations of the City of Saco, the Applicant shall be authorized to implement a Low Impact Design stormwater management system for the Subject property. This system shall comply with existing City and State water quality and quantity standards.
3. The definitions of Front, Side and Rear Yards shall remain the same as in the Saco Zoning Ordinance. The following shall apply as the exclusive Space and Bulk Requirements applicable to the Subject Property Section and 412 shall be deemed amended accordingly but only as to the Subject Property:

PARCEL 1:

Minimum Lot Size:	7,500 Square Feet
Minimum Street Frontage:	50 feet
Minimum Front Yard:	50 feet for the front yard facing Route 1 if any, 20 feet for all other front yards
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district
Maximum Building Height:	60 feet
Maximum Lot Coverage:	40%
Density:	N/A

PARCEL 2:

Minimum Lot Size:	20,000 Square Feet
Minimum Street Frontage:	100 feet
Minimum Front Yard:	75 feet for the front yard facing Route 1 if any, 30 feet for all other front yards
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district; 15 feet for Lots not abutting a residential or conservation district
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district; 15 feet for Lots not abutting a residential or conservation district
Maximum Building Height:	45 feet
Maximum Lot Coverage:	40%
Density:	N/A

PARCEL 3:

Minimum Lot Size:	7,500 Square Feet
Minimum Street Frontage:	50 feet
Minimum Front Yard:	20 feet (0 feet between units in a multi unit building)
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Maximum Building Height:	45 feet
Maximum Lot Coverage:	40%
Density:	Not more than 120 units
Minimum Lot Area/Dwelling Unit	3,000 Square feet * total acreage of parcel divided by the number of units proposed
Minimum Net Residential Density for multi-family dwellings	1,250_s.f. per unit

PARCEL 4:

Minimum Lot Size:	7,500 Square Feet
Minimum Street Frontage:	50 feet
Minimum Front Yard:	10 feet (0 feet between units in a multi unit building)
Minimum Side Yard:	10 feet (0 feet between units in a multi unit building)
Minimum Rear Yard:	10 feet (0 feet between units in a multi unit building)
Maximum Building Height:	35 feet
Maximum Lot Coverage:	40%
Density:	Not more than 300 units
Minimum Lot Area/Dwelling Unit	12,500 s.f. *total lot acreage divided by the total number of units

proposed

Minimum Net Residential Density 1 lot or unit per 7,500 s.f.

4. The permitted and conditional uses otherwise applicable to the Subject Property pursuant to Section 410 of the Saco Zoning Ordinance (including Sections 410-1 through 410-18) (the “Use Restrictions”) are hereby superceded and rendered inapplicable to the Subject Property and in their place, the following shall apply as the exclusive Use Restrictions applicable to the Subject Property and Section 410 shall be deemed amended accordingly but only as to the Subject Property:

PARCEL 1:

PERMITTED USES:

- | | |
|---|--|
| 1. Dwelling units above the first floor as part of a mixed use building | 17. Reserved Multi-family housing, no units within 600 feet of Rte. One right of way. |
| 2. One caretaker’s apartment within a non-residential use | 18. Health care clinics for humans |
| 3. Hotels and Motels | 19. Hospitals |
| 4. Retail Businesses and Uses with no more than 80,000 s.f. of floor area | 20. Essential Services |
| 5. Accessory retail sales of goods manufactured on the premises | 21. Animal hospitals and veterinarian offices |
| 6. Artist and crafts person studios | 22. Any use permitted in the Resource Protection District |
| 7. Eating establishments | 23. Accessory Uses |
| 8. Eating and Drinking establishments | 24. Municipal Uses |
| 9. Health and Fitness Clubs | 25. Public Utility Building |
| 10. Private Clubs | 26. Quasi-public Uses |
| 11. Financial Institutions with drive through | 27. Public parks and playgrounds |
| 12. Professional Offices | 28. Public Schools |
| 13. Business Offices | 29. Private Schools |
| 14. Personal Services | 30. Commercial Schools |
| 15. Business Services | 31. Nursery Schools |
| 16. Repair Services | 32. Day care center |
| | 33. Adult day care centers, Types 1 and 2 |

CONDITIONAL USES:

- | | |
|--|--------------------------|
| 1. Car washes | 4. Reserved |
| 2. Indoor recreation/amusement centers | |
| 3. Enclosed sports facilities | 5. Commercial recreation |
| | 6. Radio and TV antennas |

PARCEL 2:

PERMITTED USES:

- | | |
|---|----------------------------------|
| 1. Hotels and Motels | 16. Accessory uses |
| 2. Accessory retail sales of goods manufactured on the premises | 17. Essential services |
| 3. Eating establishments | 18. Municipal uses |
| 4. Eating and Drinking establishments | 19. Public Utility Building |
| 5. Accessory food service facilities | 20. Quasi-public uses |
| 6. Artist and crafts person studios | 21. Public parks and playgrounds |
| 7. Health and Fitness Clubs | 22. Commercial Schools |
| | 23. Nursery Schools |

- | | |
|---|---|
| 8. Financial Institutions with drive through | 24. Day care center |
| 9. Professional Offices | 25. Adult day care centers, Types 1 and 2 |
| 10. Business Offices | 26. Retail uses with less than 15,000 square feet of gross floor area |
| 11. Business Services | 27. Funeral Homes |
| 12. Private Clubs | 28. Personal Services |
| 13. Health care clinics for humans | 29. Reserved |
| 14. Research and testing laboratories | 30. Indoor Recreation/Amusement Center |
| 15. Any use permitted in the Resource Protection District | 31. Reserved |
| | 32. Agriculture |
| | 33. Self-Service Storage Facilities |
| | 34. Outdoor Recreation |

CONDITIONAL USES:

- | | |
|---|--|
| 1. Fully enclosed light industry with no exterior storage | 2. Wireless Telecommunication Facilities |
| 3. Wholesale Trade and Warehouses | |

PARCEL 3:

PERMITTED USES:

- | | |
|------------------------------------|--|
| 1. Multi family dwellings | 13. Any use permitted in the Resource Protection District |
| 2. Professional Offices | 14. Home occupations |
| 3. Businesses Offices and Services | 15. Accessory recreational uses |
| 4. Reserved | 16. Congregate Housing, including multiple individual rooms or dwelling units to be occupied as a shared living environment, which may include small individual apartments with kitchens or individual rooms, any of which may be combined with shared community space, shared dining facilities, housekeeping services, personal care services and other similar. |
| 5. Day care center | |
| 6. Adult day care center | |
| 7. Accessory Uses | |
| 8. Eldercare congregate living | |
| 9. Community living use | |
| 10. Assisted living facility | |
| 11. Nursing Home | |
| 12. Hospitals | |

PARCEL 4:

PERMITTED USES:

- | | |
|--|--|
| 1. Any use permitted of right in the R-2 District | 6. Any use permitted in the Resource Protection District |
| 2. Manufactured housing units | 7. Boarding homes |
| 3. Multi family dwellings in structures containing no more than 8 units each | 8. Home baby sitting service |
| 4. Elderly congregate housing | 9. Adult day care center, Type 1 |
| 5. Home Occupations | 10. Community Center for the use of the residents of land in Parcels 3 & 4 |

CONDITIONAL USES:

- Any use permitted as a conditional use in the R-2 District and not otherwise listed herein as a use permitted as a matter of right

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

1. Development of the mixed-use development described herein as proposed by the Applicant is allowed on the Subject Property.
2. All structures constructed, located, renovated or reconstructed on the Subject Property shall be connected to and serviced by the Biddeford Saco Water Company and to the municipal sanitary sewer system.
3. The portion of the Applicants' land shown on the Project Plan as "Land to be Conveyed" shall be conveyed to the City of Saco or its designee at no cost to the City no later than three (3) years after the first Certificate of Occupancy is issued for any dwelling unit or commercial structure on the Subject Property.
4. Development on Parcels 1, 2 3, and 4 shall be subject to either Subdivision or Site Plan review by the Planning Board as dictated by the Saco Zoning Ordinance or the Saco Subdivision Regulations.
5. City and Applicant recognize that the 'Sketch Plan' submitted for purposes of Contract Zone consideration is limited in scope and detail. The project is subject to site plan and subdivision review by the Planning Board, and to any and all permits, licenses or approvals which the project may be subject to by the Maine Department of Environmental Protection, the Maine Department of Transportation, the U.S. Army Corps of Engineers and all other regional, state and federal agencies.
6. No site plan or subdivision approvals shall be granted by the Planning Board prior to an executed agreement being reached between the City and the Applicant for the design, financing and construction of a functional sanitary sewer collection and conveyance system serving the subject property, all connected to the existing City of Saco sanitary sewer system.
7. The street proposed to provide access to Parcels 1, 3 and 4 shall not be constructed as to cross the brook as shown on the Project Plan prior to agreement being reached between the Applicant, City and abutters as necessary for said street to be constructed as a through street to Cascade Road.
8. Applicant is responsible for the design and construction, in consultation with the City or entity designated by the City, of an off-road trail system. Said trail system may be deeded with use restrictions but in no circumstance shall any such restrictions bar free access or prohibit passive recreation by the public. Passive recreation may include activities such as walking, hiking, birdwatching, picnicking, cross-country skiing, or nature photography. Passive recreation shall not include activities that may result result in degradation of the trail system, including but not limited to motor vehicle use, removal of vegetation beyond that necessary for trail construction, disturbance of soil beyond that necessary for trail construction, and hunting.
9. Failure of the Applicant to submit an application for subdivision review as proposed to the Planning Office for review and approval by the Planning Board within one (1) year of the approval of this Contract Zone shall render this Agreement null and void. This deadline may be extended for successive six (6) month periods at the discretion of the City Administrator upon written request submitted to the City Planning Office by the Applicant. In the event that this Contract Zone Agreement becomes null and void, the zoning applicable to the Subject Property shall revert to the Zoning in effect prior to the approval of the Contract Zone.
10. Except as addressed in this Contract Zone document, the project shall adhere to all other applicable provisions of the City of Saco Zoning Ordinance and Subdivision Regulations.
11. All details shown on the plans and application materials submitted to date and during the course of site plan and subdivision review by the Planning Board are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans and materials. Minor changes may

be approved by the Planning Office of the City of Saco. Revisions to the Lot designations, lines or layouts within any Parcel may be made by the Applicant with the approval of the Planning Board but without further approval or consent of the City Council. Revisions to the Parcel boundary lines deemed by the Planning Board to be minor may be made by the Applicant with the approval of the Planning Board but without further approval or consent of the City Council. Revisions to the Parcel boundary lines deemed by the Planning Board to be significant to the Contract Zoning Agreement shall require prior approval of the City Council.

12. This Document and Contract Zone affects only the Subject Property identified herein.
13. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant.
14. This Document and the Contract Zone it creates shall not be transferable without approval by the City Council, provided however that upon receipt of final subdivision and/or Site Plan approval (as required), Lots and Units within the Subject Property shall be saleable to third parties.
15. Breach of these conditions, restrictions and/or Agreement by the developer shall constitute a breach of the contract. Said breach of contract shall constitute a zoning violation and shall be subject to enforcement action under the terms and procedures of 30-A M.R.S.A. Section 4452.
16. The Council notes that the decision to approve this Contract Zone is significantly impacted by the agreement of the Applicant to extend the public sewer from Cascade Road to and across the Subject Property, (thereby making public sewer available to the northern segment of Route 1) as well as to make possible the potential for interconnecting public streets between the Subject Property and Cascade Road, each of which are significant public benefits to the City of Saco.

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 December 20, 2005, and the Saco City Council on May 1, 2006, the following findings are hereby adopted:

- A. The Subject Property is a parcel of an unusual nature and location, for the following reasons:
 1. The Subject Property consists of 236 +/- acres of contiguous land with over 1650 feet of frontage on Route 1. Route 1 is a major transportation route in southern Maine and has the ability to carry a large capacity of vehicles on a daily basis. Route 1 is also the commercial corridor in this area which also makes it conducive to commercial, retail and mixed use residential development.
 2. The Subject Property is located at the Scarborough/Saco town line and therefore will serve as a gateway to the City of Saco. Such a large parcel of land with such significant frontage in this location provides a rare opportunity to master plan a mixed use development in this critical location. In addition, because of its proximity to Scarborough and Portland, the mixed use nature of this project will be attractive to a wider region rather than servicing just the City of Saco. This will assist in achieving the goal cited in the Local Economy section of the Comprehensive Plan which identifies the desire to “Maintain Saco’s role as a retail and service center for the region”
 3. The Subject Property is located just east of the Maine Turnpike and North of the I-195 spur which the Saco Comprehensive Plan indicates is strategic in working with the Turnpike Authority to locate a new interchange in the Flag road/Cascade Road area of the community. This development will serve to enhance those discussions.
 4. The Applicant is agreeable to conveying the portions of Tax Map 63, Lot 6 and Tax Map 64, Lot 6-1 which are within the Resource Protection District (approximately 12 acres), identified as “Land to be Conveyed” on the Plan, to the City of Saco to be permanently preserved for the benefit of the public.

- B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following goals:

Chapter 17, Section F. Land Use, Local Goals

- “To guide development to identified growth areas that are compatible with the existing settlement pattern and that enhances the desired pattern of land use.” – The proposed uses promote a transition and mitigation of land use between residential development and commercial use.
 - “To accommodate the growth of commercial and industrial activities in designated growth areas where public services and facilities are or can be provided.” – The proposed project provides significant commercial growth potential and proposes to extend public sewer to the Subject Property and across the Subject Property to Eastview Parkway and portions of Route 1 north of Cascade Road that are currently not served by public sewer.
 - “To permanently protect environmentally and ecologically sensitive and scenic areas through outright purchase or conservation easements.” – The Applicant proposes to convey land within the Resource Protection district to the City, thereby protecting that land from future development.
 - “To encourage a pattern of land use that can be served efficiently and that does not impose undue burden on the City’s financial resources.” – The Applicants’ development encourages commercial development with ease of access and at a scale that will provide significant commercial expansion with substantial fiscal benefit to the City.
- C. The proposed use is consistent with, but not limited to, the existing uses and permitted uses within the original zone. The proposed contract continues the permitted uses currently allowed in the underlying zoning district, while adding additional compatible uses which are anticipated to enhance the development and appearance of the project.
- D. The conditions proposed are sufficient to meet the intent of Section 1403. Contract Zoning, of the Saco Zoning Ordinance.

V. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zone agreement into the Saco Zoning Ordinance by reference.

By signing this contract, both parties agree to abide by the conditions and restrictions contained herein.

Adopted by the Saco City Council on May 1, 2006, and Adopted as Amended on September 3, 2013, and further Amended on September , 2016.

CITY OF SACO

PRESTON PROPERTIES, LLC

By: _____
Kevin L. Sutherland
City Administrator

By: _____
R. Elliott Chamberlain
Authorized Member

PARK NORTH DEVELOPMENT, LLC

By: _____
R. Elliott Chamberlain
Authorized Member

B. ADDITION OF CHAPTER 161-PROHIBITED PRODUCTS TO SACO MUNICIPAL CODE OF ORDINANCES – (SECOND & FINAL 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 Cote moved, Councilor Gay seconded “Be it ordered that the City Council hereby ordains and approves the Second and Final reading for the addition to the Saco Code, Chapter 160- Prohibited Products” Further move to approve the order. The motion passed with six (6) 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

C. ZONING ORDINANCE AMENDMENTS – MEDICAL MARIJUANA CAREGIVERS – (SECOND & FINAL 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 Ordinance.

Should the City Council approve the Second and Final Reading then the City Council will need to lift the six-month moratorium that was put in place on June 6, 2016, to be effective September 20, 2016.

Councilor Doyle moved, Councilor Gay seconded "Be it ordered that the City Council hereby ordains and approves the Second and Final reading for the document titled, 'Medical Marijuana Caregivers Zoning Ordinance Amendments, August 15, 2016'." Further move to approve the order effective September 20, 2016.

Councilor Roche called a point of order. He inquired whether the I-1 Amendment should be read into record at this meeting whereas only the I-2 amendment was mentioned in the reading. City Administrator Kevin Sutherland noted that originally the staff had proposed just the I-2 amendments but then they redrafted it to include the I-1 amendments. Mayor Michaud clarified that the final proposal tonight includes both the I-1 and I-2 zone amendments. Councilor Minthorn added so it was clear that the covenants that may be in place in portions of the I-1 or I-2 zones would take precedent over this. Mayor Michaud noted that would be the understanding.

1st - Amendment – Councilor Cote moved the "Definition of Medical Marijuana Caregiver Growing Facility - The facility cannot contain more than 3 separate licensees. Additional licensees may be granted providing electrical usage does not exceed the requirements of 3 licensees. The motion wasn't considered due to a lack of a second.

2nd - Amendment - Councilor Doyle moved, Councilor Cote seconded to go with the state standards by striking the word 3 and replacing it with 5.

Councilor Johnston inquired that if the recreational aspect of this passes in November are we apt to zone them also to this zone? Mayor Michaud stated that if it passes, then the Council will need to sit down and look at the total implications of the passage in our industrial area. Councilor Roche noted that if the covenants stay you still cannot do it in the Spring Hill section which is about half of the Industrial Park.

Mayor Michaud called for a vote on Amendment #2. The motion passed with six (6) yeas.

3rd - Amendment – Councilor Roche moved, Councilor Johnston seconded. if the covenant is changed to allow Spring Hill, then amend Section #734- #B - by striking 500' and replacing it with 1,000'. The motion passed with six (6) yeas.

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

Repeal of Moratorium - Councilor Doyle moved, Councilor Johnston seconded to repeal the six-month moratorium enacted June 6, 2016, effective September 20, 2016". The motion passed with six (6) yeas.

Medical Marijuana Caregivers Zoning Ordinance Amendments, August 15, 2016

(Language that is underlined represents new language while ~~strikethrough~~ indicates language to be deleted).

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. Medical Marijuana Caregivers, growing
- 25. Medical Marijuana Caregivers, growing facility

“Medical Marijuana Caregivers Zoning Amendments, August 15, 2016”

- **Article 3. 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 caregiver’s 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, and may have patient rooms on site 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.

- **Article 4. District Regulations**

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)

PERMITTED USES

- 25. Medical Marijuana Caregivers, growing
- 26. Medical Marijuana Caregivers, growing facility

- **Article 7. Standards of Performance**

Section 711. Home Occupations

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

Section 734. Medical Marijuana

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

- f. 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.
- g. 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.
- h. A Caregiver (Growing) or a Growing Facility shall receive an annual safety inspection by the Fire Department, Code Office, and Electrical Inspector.
- i. Both a Caregiver (Growing) and a Growing Facility shall identify all principal officers/owners by name and address.
- j. Evidence of compliance with all applicable state laws shall be submitted to the Code Enforcement Planning Office prior to issuance of a Certificate of Occupancy.

D. SACO CODE CHAPTER 112 – GENERAL ASSISTANCE MAXIMUMS AMENDMENT – (FIRST READING)

Each year Maine Municipal Association presents municipalities with new Appendixes for their City Ordinance, which need to be reviewed and adopted. This year, the Over-All Maximums on Appendix A have increased slightly. The food maximums on Appendix B have remained the same since last year. On Appendix C, we used an average between the York County HMFA and the York/Kittery/ S. Berwick HMFA. Those amounts are up in all categories this year. The amounts in Appendix D have not changed.

Councilor Cote moved, Councilor Minthorn seconded “The City of Saco hereby approves the First Reading of the amendment to the Saco Code, Chapter 112, General Assistance Program, Appendix A- Overall Maximum, Appendix B – Food Maximums, Appendix C – GA Housing Maximums, and Appendix D – Utilities, and further moves to set the Public Hearing for October 3, 2016.” The motion passed with six (6) yeas.

Proposed Figures dated October 1, 2016

Appendix A - GA Overall Maximums

# IN HOUSEHOLD	MAXIMUMS	MAXIMUMS
	Current	Proposed
1	\$695.00	\$734.00
2	\$796.00	\$860.00
3	\$1009.00	\$1065.00
4	\$1370.00	\$1439.00
5	\$1418.00	\$1460.00
EACH ADDITIONAL	\$75.00	\$75.00

Appendix B - Food Maximums

# IN HOUSEHOLD	WEEKLY MAX.	WEEKLY MAX	MONTHLY MAX	MONTHLY MAX
	Current	Proposed	Current	Proposed
1	\$45.12	\$45.12	\$194.00	\$194.00
2	\$83.02	\$83.02	\$357.00	\$357.00
3	\$118.84	\$118.84	\$511.00	\$511.00
4	\$150.93	\$150.93	\$649.00	\$649.00
5	\$179.30	\$179.30	\$771.00	\$771.00
6	\$215.12	\$215.12	\$925.00	\$925.00
7	\$237.67	\$237.67	\$1022.00	\$1022.00

8	\$271.86	\$271.86	\$1169.00	\$1169.00
EACH ADDITIONAL	-----		\$146.00	\$146.00

Appendix C – GA Housing Maximums

Unheated Units

Heated

# BDRMS	MONTHLY	MONTHLY
	Current	Proposed
0	\$669.50	\$686.50
1	\$697.50	\$741.50
2	\$885.00	\$953.50
3	\$1236.00	\$1283.00
4	\$1282.00	\$1443.00

# BDRMS.	MONTHLY	MONTHLY
	Current	Proposed
0	\$769.50	\$787.50
1	\$814.00	\$865.50
2	\$1045.00	\$1107.50
3	\$1432.00	\$1471.00
4	\$1515.50	\$1654.00

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households *Without Electric Hot Water*:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households *With Electrically Heated Hot Water*:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$19.10	\$86.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

E. ZONING ORDINANCE AMENDMENTS PERTAINING TO SHORELAND ZONING, INCLUDING SECTION 504 AND SECTION 7-1 – FIRST READING)

These proposed Zoning Ordinance amendments would update Shoreland Zoning guidelines found in Articles 5 and 7.1, consistent with recent amendments approved by the Maine DEP. DEP staff has been asked to review the proposed changes, and should have comments by later this month. Formal acceptance of the changes by the DEP Commissioner will occur after Council action. The changes are best described as “housekeeping,” and are fairly minor in nature.

The Planning Board considered the proposed Ordinance amendments at its August 2 meeting, held a public hearing and received no comments, then made a positive recommendation for passage.

Councilor Roche moved, Councilor Minthorn seconded “The City of Saco hereby approves the First Reading of the document titled, ‘Amendments to Zoning Ordinance Sections 504-2 and 7-1, dated September 12, 2016’ and further moves to schedule a Public Hearing for October 3, 2016.” The motion passed with six (6) yeas.

Amendments to Zoning Ordinance Sections 504-2 and 7-1, dated September 12, 2016’

(New language is underlined; language proposed for deletion is ~~struck through~~.)

504-2. RECONSTRUCTION IN SHORELAND ZONES

Any non-conforming building or structure which is removed, damaged or destroyed, regardless of the cause, by more than 50% of the market value of the structure before such damage, destruction or removal, may be reconstructed or replaced provided that a permit is obtained within eighteen (18) months of the date of said damage, destruction or removal, and provided that such reconstruction or replacement is in compliance with all dimensional requirements of this Ordinance to the greatest extent practical as determined by the Planning Board in accordance with the purposes of this Ordinance. In no case shall a structure be reconstructed or replaced so as to increase its non-conformity.

If the reconstructed or replacement structure is less than the required setback it shall not be any larger than the original structure, except as allowed pursuant to Section 504-1(3) above, as determined by the non-conforming ~~floor area and volume~~ footprint of the reconstructed or replaced structure at its new location. If the total ~~amount of floor area and volume~~ footprint of the original structure can be relocated or reconstructed beyond the required setback area, no portion of the relocated or reconstructed structure shall be replaced or constructed at less than the setback requirement for a new structure. When it is necessary to remove vegetation in order to replace or reconstruct a structure, vegetation shall be replanted in accordance with Section 504-4.

Section 7-1

Natural Resource Districts/Shoreland Performance Standards

b. Official Shoreland Zoning Map

The areas to which this Article is applicable are divided into the following districts as shown on the Zoning Map of the City of Saco, which is a part of this Ordinance:

- a. Resource Protection
- b. Saco River Overlay District
- c. Shoreland Overlay District
- d. Coastal Development Overlay District

c. Effective Date

1. Effective Date of Ordinance and Ordinance Amendments. This Article, which was amended by the municipal legislative body on November ??, 2016 ~~June 29, 2009~~, shall not be effective unless approved by the Commissioner of the Department of Environmental Protection. A certified copy of the Article as amended, attested and signed by the Municipal Clerk, shall be forwarded to the Commissioner for approval. If the Commissioner fails to act on this Article amendment within forty-five (45) days of his/her receipt of the amendment, it shall be automatically approved.

Any application for a permit submitted to the municipality within the forty-five (45) day period shall be governed by the terms of this Article as amended if the amendment is approved by the Commissioner.

~~**B. Repeal of Municipal Timber Harvesting Regulation.** The municipal regulation of timber harvesting activities is repealed on the statutory date established under 38 M.R.S.A. section 438 B(5), at which time the State of Maine Department of Conservation’s Bureau of Forestry shall administer timber harvesting standards in the~~

shoreland zone. On the date established under 38 M.R.S.A. section 438 B(5), the following provisions of this Ordinance are repealed:

- ~~Section 7.1-12. Timber Harvesting;~~
- ~~Section 410-15.13. RP Resource Protection District Selective timber harvesting according to a plan approved by a forester registered in the State of Maine on a non-commercial basis; and~~
- ~~Section 3. Definitions, the definition of "forest management activities".~~

NOTE: The statutory date established under 38 M.R.S.A. section 438 B(5) is the effective date of state wide timber harvesting standards. That date is "the first day of January of the 2nd year following the year in which the Commissioner of Conservation determines that at least 252 of the 336 municipalities identified by the Commissioner of Conservation as the municipalities with the highest acreage of timber harvesting activity on an annual basis for the period 1992-2003 have either accepted the state wide standards or have adopted an ordinance identical to the state wide standards." 38 M.R.S.A. section 438 A(5) further provides that "the Commissioner of Conservation shall notify the Secretary of State in writing and advise the Secretary of the effective date of the state wide standards."

7.1-3.4 Maximum Height

Principal or accessory structures and expansions of existing structures which are permitted in the Resource Protection, Saco River Overlay, Shoreland Overlay, and Coastal Development Overlay Districts, shall not exceed thirty-five (35) feet in height. This provision shall not apply to structures such as transmission towers, windmills, antennas, and similar structures having no floor area. Cupolas, domes, widow's walks or similar features shall be exempt.

7.1-4 Principal and Accessory Structures

4. ~~The total footprint area of all structures, parking lots and other non-vegetated surfaces within a resource protection district, shoreland overlay district, conservation district, or residential district shall not exceed twenty (20) percent of the lot or a portion thereof, located within the shoreland zone, including areas previously developed. In a business or industrial district including the B-5 Marine Business and Residential District, the total area of all structures, parking lots and other non-vegetated surfaces shall not exceed seventy (70) percent.~~

~~The total footprint area of all buildings shall not exceed twenty (20) percent of a lot, or a portion thereof located within the Coastal Development Overlay District.~~

With the exception of the B-4 and B-5 districts, non-vegetated surfaces shall not exceed a total of twenty (20) percent of the portion of the lot located within the shoreland zone. This limitation does not apply to public boat launching facilities regardless of the district in which the facility is located.

In the B-4 and B-5 districts located adjacent to coastal wetlands, or rivers that do not flow to great ponds, non-vegetated surfaces shall not exceed a total of seventy (70) percent of the portion of the lot located within the shoreland zone. The total developed area non-vegetated surface shall not exceed forty (40) percent of a lot or a portion thereof located within the Coastal Development Overlay District.

For the purposes of calculating lot coverage, non-vegetated surfaces include, but are not limited to the following: structures, driveways, parking areas, and other areas from which vegetation has been removed. Naturally occurring ledge and rock outcroppings are not counted as nonvegetated surfaces when calculating lot coverage for lots of record on March 24, 1990 and in continuous existence since that date.

For the purposes of this Article, a building is a structure designed for habitation, shelter, storage, or as a gathering place that has a roof. For the purposes of this rule, the foundation is considered to be a part of the building. A porch with a roof, attached to the exterior walls of a building, is considered part of the building.

~~The total developed area non vegetated surface shall not exceed forty (40) percent of a lot, or a portion thereof located within the Coastal Development Overlay District. For the purposes of this Article, development is the alteration of property for human related use including, but not limited to buildings, decks, driveways, parking areas, lawns, landscaped areas, and areas of non native vegetation, and any other appurtenant facilities, but excluding temporary structures.~~

Piers, Docks, Wharves, And Other Marine Structures Extending Over Or Below The Normal High-Water Line Of A Water Body, Or Within A Wetland

1. PERFORMANCE STANDARDS

All applications for temporary piers, docks, wharves and other marine structures shall be reviewed by the Code Enforcement Officer, and all applications for permanent piers, docks, wharves and other marine structures shall be reviewed by the Planning Board. All such applications shall be reviewed for conformance with the following standards listed below.

If the reviewing authority is unable to reach a decision using the criteria below due to either inconclusive or conflicting information, the reviewing authority will require the applicant to submit an environmental impact analysis assessing the proposal's impact on natural areas, including impacts of the proposed structure in conjunction with other adjacent or abutting structures.

The reviewing authority may also require that the proposal be modified to ensure conformance with the standards set forth below. Mitigation measures may include, but are not limited to, changes in the design and construction of the marine structure, or changes in magnitude, duration, and location of activities carried out at the marine structure.

An application shall be approved by the reviewing authority if there is a finding that:

- a) No more than one pier, dock, wharf or similar structure extending or located below the normal high-water line of a water body or within a wetland is allowed on a single lot; except that when a single lot contains at least twice the minimum shore frontage as specified in Section 7.1-3.2, a second structure may be allowed and may remain as long as the lot is not further divided.
- ~~ab)~~ Access from the shore shall be developed on soils appropriate for such use, as determined through consultation with the local Soil and Water Conservation District Office. Whenever possible, access from the shore to the marine structure shall be placed on bedrock. Measures shall be taken to minimize soil erosion both during and after construction.
- ~~bc)~~ The proposed location of the marine structure shall not unreasonably interfere with access to existing marine structures or points of public access, nor shall it unreasonably interfere with existing developed or natural beach areas.
- ~~ed)~~ The marine structure shall be designed, sited, and constructed to mitigate unreasonable adverse impacts on significant wildlife habitats or unique natural areas including, but not limited to: fin fish and shellfish fisheries, salt marshes, eel grass beds, shorebird feeding and nesting habitats, critical fish spawning and nursery areas, etc.
- ~~ee)~~ Unreasonable interference with the natural flow of any surface or subsurface waters, or impedance of the flow of the current of any river or channel shall be minimized during the construction and subsequent use of the marine structure.
- ~~ef)~~ The marine structure shall be designed, sited, and constructed so as not to encroach upon Federally designated navigation channels or mooring areas or otherwise obstruct by any means whatsoever the free use of piers, docks, and other common landing places.
- ~~fg)~~ The marine structure shall be no larger than necessary to accomplish the purposes for which it is designed, notwithstanding the dimensional limits listed below. Its size and construction shall not change the intensity of the adjoining land use, and by no means shall exceed a total distance of more than 1/3 the width of the water body, when proposed for coastal or inland waterways. The applicant may request a

variance from the dimensional requirements due to the additional requirement of handicap access or unusual wind or wave conditions.

	Max. Width	Max. Length
Private Piers	Six (6) ft.	100 ft.*
Commercial Piers	Twelve (12) ft.	100 ft.*
Ramps	Four (4) ft.	As appropriate
Docks, Floats	200 sq. ft	

* landward of the mean low water line

- gh) New subdivisions that propose docks as part of the subdivision, shall provide a community dock in lieu of the development of docks on individual lots. The applicant may request a variance for additional community docks provided a demonstrated need can be shown for the additional facilities.
- hi) No new structure shall be built on, over or abutting a pier, wharf, dock or other structure extending beyond the normal high-water line of a water body or within a wetland unless the structure requires direct access to the water as an operational necessity.
- ij) No existing structures built on, over or abutting a pier, dock, wharf or other structure extending beyond the normal high-water line of a water body or within a wetland shall be converted to residential dwelling units in any district.
- jk) Except in business districts including the Marine Business and Residential District, structures built on, over or abutting a pier, wharf, dock or other structures extending beyond the normal high-water line of a water body or within a wetland shall not exceed twenty (20) feet in height above the pier, wharf, dock or other structure.
- kl) New permanent piers and docks on non-tidal waters shall not be permitted unless it is clearly demonstrated to the Planning Board that a temporary pier or dock is not feasible, and a permit has been obtained from the Department of Environmental Protection, pursuant to the Natural Resources Protection Act.
- m) Vegetation may be removed in excess of the standards in Section 7.1-13 of this ordinance in order to conduct shoreline stabilization of an eroding shoreline, provided that a permit is obtained from the Planning Board. Construction equipment must access the shoreline by barge when feasible as determined by the Planning Board.
 - (a) When necessary, the removal of trees and other vegetation to allow for construction equipment access to the stabilization site via land must be limited to no more than 12 feet in width. When the stabilization project is complete the construction equipment accessway must be restored.
 - (b) Revegetation must occur in accordance with Section 7.1-13.
 - (c) A permit pursuant to the Natural Resource Protection Act is required from the Department of Environmental Protection for Shoreline Stabilization activities.
- n) A deck over a river may be exempted from the shoreland setback requirements if it is part of a downtown revitalization project that is defined in a project plan approved by the legislative body of the municipality, and may include the revitalization of structures formerly used as mills that do not meet the structure setback requirements, if the deck meets the following requirements:
 - (a) The total deck area attached to the structure does not exceed 700 square feet;

- (b) The deck is cantilevered over a segment of a river that is located within the boundaries of the downtown revitalization project;
- (c) The deck is attached to or accessory to an allowed commercial use in a structure that was constructed prior to 1971 and is located within the downtown revitalization project;
- (d) The construction of the deck complies with all other applicable standards, except the shoreline setback requirements in Section 7.1-4; and
- (e) The construction of the deck complies with all other state and federal laws. New permanent structures, and expansions thereof, projecting into or over water bodies shall require a permit from the Department of Environmental Protection pursuant to the Natural Resources Protection Act, 38 M.R.S.A. section 480-C. Permits may also be required from the Army Corps of Engineers if located in navigable waters.

7.1-11. Agriculture

1. All spreading of manure shall be accomplished in conformance with the *Manure Utilization Guidelines* published by the former Maine Department of Agriculture on November 1, 2001, and the Nutrient Management Law (7 M.R.S.A. sections 4201-4209).
2. Manure shall not be stored or stockpiled within three hundred (300) feet horizontal distance, of a water body, tributary stream, or wetland. All manure storage areas within the shoreland zone must be constructed or modified such that the facility produces no discharge of effluent or contaminated storm water.
3. Agricultural activities involving tillage of soil greater than forty thousand (40,000) square feet in surface area, within the shoreland zone shall require a Conservation Plan to be filed with the Planning Board. Non-conformance with the provisions of said plan shall be considered to be a violation of this Ordinance.
4. There shall be no new tilling of soil within seventy-five (75) feet, horizontal distance, from water bodies; nor within twenty-five (25) feet, horizontal distance, of tributary streams, and wetlands. Operations in existence on the effective date of this ordinance and not in conformance with this provision may be maintained, provided that such tilling is conducted in accordance with a Soil and Water Conservation Plan.
5. Newly established livestock grazing areas shall not be permitted within seventy-five (75) feet, horizontal distance, of water bodies, nor within twenty-five (25) feet, horizontal distance of tributary streams, and wetlands. Livestock grazing associated with on-going farm activities, and which are not in conformance with the above setback provisions may continue, provided that such grazing is conducted in accordance with a Conservation Plan that has been filed with the planning board.

7.1-12. ~~Timber Harvesting~~ Reserved.

1. ~~Timber harvesting shall conform with the following provisions:~~
 - a. ~~Selective cutting of no more than forty (40) percent of the total volume of trees four (4) inches or more in diameter measured at 4 1/2 feet above ground level on any lot in any ten (10) year period is permitted. In addition:~~
 - i. ~~Within seventy five (75) feet, horizontal distance, of the normal high water line of water bodies, tributary streams, or the upland edge of a wetland, there shall be no clearcut openings and a well distributed stand of trees and other vegetation, including existing ground cover, shall be maintained.~~
 - ii. ~~At distances greater than seventy five (75) feet, horizontal distance, of the normal high water line of water bodies or the upland edge of a wetland, harvesting operations shall not create single clear cut openings greater than ten thousand (10,000) square feet in the forest canopy. Where such openings exceed five thousand (5,000) square feet, they shall be at least one hundred (100) feet, horizontal distance, apart. Such clearcut openings shall be~~

- included in the calculation of total volume removal. Volume may be considered to be equivalent to basal area.
- b. ~~No accumulation of slash shall be left within fifty (50) feet, horizontal distance, of the normal high-water line of a water body. In all other areas slash shall either be removed or disposed of in such a manner that it lies on the ground and no part thereof extends more than four (4) feet above the ground. Any debris that falls below the normal high water line of a water body or tributary stream shall be removed.~~
 - e. ~~Timber harvesting equipment shall not use stream channels as travel routes except when:
 - i. ~~Surface waters are frozen; and~~
 - ii. ~~The activity will not result in any ground disturbance.~~~~
 - d. ~~All crossings of flowing water shall require a bridge or culvert, except in areas with low banks and channel beds which are composed of gravel, rock or similar hard surface which would not be eroded or otherwise damaged.~~
 - e. ~~Skid trail approaches to water crossings shall be located and designed so as to prevent water runoff from directly entering the water body or tributary stream. Upon completion of timber harvesting, temporary bridges and culverts shall be removed and areas of exposed soil re-vegetated.~~
 - f. ~~Except for water crossings, skid trails and other sites where the operation of machinery used in timber harvesting results in the exposure of mineral soils, shall be located such that an unscarified strip of vegetation of at least seventy five (75) feet, horizontal distance, in width for slopes up to ten (10) percent shall be retained between the exposed mineral soil and the normal high water line of a water body or upland edge of a wetland. For each ten (10) percent increased slope, the unscarified strip shall be increased by twenty (20) feet, horizontal distance. The provisions of this paragraph apply only to a face sloping toward the water body or wetland, provided, however, that no portion of such exposed mineral soil on a back face shall be closer than twenty five (25), horizontal distance, feet from the normal high water line of a water body or upland edge of a wetland.~~

7.1-13. Clearing or Removal of Vegetation For Activities Other Than Timber Harvesting

1. Within a Resource Protection District, the cutting or removal of vegetation shall be limited to that which is necessary for uses expressly authorized in that district and shall be demonstrated on a lot clearing plan to be presented to the CEO or Planning Board as appropriate.
2. In areas that are not in RP, ~~except to allow for the development of permitted uses,~~ within seventy-five (75) feet, horizontal distance, from any water body, tributary stream, or the upland edge of a wetland, a buffer strip of vegetation shall be preserved as follows:
 - a. There shall be no cleared opening greater than two hundred fifty (250) square feet in the forest canopy (or other existing woody vegetation if a forested canopy is not present) as measured from the outer limits of the tree or shrub crown. However, a single footpath not to exceed six (6) feet in width as measured between tree trunks and/or shrub stems is allowed for accessing the shoreline provided that a cleared line of sight to the water through the buffer strip is not created.
 - e. In order to maintain a buffer strip of vegetation, when the removal of storm-damaged, ~~diseased, unsafe, or dead~~ or hazard trees results in the creation of cleared openings, these openings shall be replanted with native tree species unless existing new tree growth is present.

7.1-14. Hazard Trees, Storm-Damaged Trees, and Dead Tree Removal.

- (1) Hazard trees in the shoreland zone may be removed without a permit after consultation with the Code Enforcement Officer if the following requirements are met:
 - (a) Within the shoreline buffer, if the removal of a hazard tree results in a cleared opening in the tree canopy greater than two hundred and fifty (250) square feet, replacement with native tree species is

required, unless there is new tree growth already present. New tree growth must be as near as practicable to where the hazard tree was removed and be at least two (2) inches in diameter, measured at four and one half (4.5) feet above the ground level. If new growth is not present, then replacement trees shall consist of native species and be at least four (4) feet in height, and be no less than two (2) inches in diameter. Stumps may not be removed.

- (b) Outside of the shoreline buffer, when the removal of hazard trees exceeds forty (40) percent of the volume of trees four (4) inches or more in diameter, measured at four and one half (4.5) feet above ground level in any ten (10) year period, and/or results in cleared openings exceeding twenty-five (25) percent of the lot area within the shoreland zone, or ten thousand (10,000) square feet, whichever is greater, replacement with native tree species is required, unless there is new tree growth already present. New tree growth must be as near as practicable to where the hazard tree was removed and be at least two (2) inches in diameter, measured at four and one half (4.5) feet above the ground level. If new growth is not present, then replacement trees shall consist of native species and be at least two (2) inches in diameter, measured at four and one half (4.5) feet above the ground level.
- (c) The removal of standing dead trees, resulting from natural causes, is permissible without the need for replanting or a permit, as long as the removal does not result in the creation of new lawn areas, or other permanently cleared areas, and stumps are not removed. For the purposes of this provision dead trees are those trees that contain no foliage during the growing season.
- (d) The Code Enforcement Officer may require the property owner to submit an evaluation from a licensed forester or arborist before any hazard tree can be removed within the shoreland zone.
- (e) The Code Enforcement Officer may require more than a one-for-one replacement for hazard trees removed that exceed eight (8) inches in diameter measured at four and one half (4.5) feet above the ground level.
- (2) Storm-damaged trees in the shoreland zone may be removed without a permit after consultation with the Code Enforcement Officer if the following requirements are met:

 - (a) Within the shoreline buffer, when the removal of storm-damaged trees results in a cleared opening in the tree canopy greater than two hundred and fifty (250) square feet, replanting is not required, but the area shall be required to naturally revegetate, and the following requirements must be met:

 - (i) The area from which a storm-damaged tree is removed does not result in new lawn areas, or other permanently cleared areas;
 - (ii) Stumps from the storm-damaged trees may not be removed;
 - (iii) Limbs damaged from a storm event may be pruned even if they extend beyond the bottom one-third (1/3) of the tree; and
 - (iv) If after one growing season, no natural regeneration or regrowth is present, replanting of native tree seedlings or saplings is required at a density of one seedling per every eighty (80) square feet of lost canopy.
 - (b) Outside of the shoreline buffer, if the removal of storm damaged trees exceeds 40% of the volume of trees four (4) inches or more in diameter, measured at four and one half (4.5) feet above the ground level in any ten (10) year period, or results, in the aggregate, in cleared openings exceeding 25% of the lot area within the shoreland zone or ten thousand (10,000) square feet, whichever is greater, and no natural regeneration occurs within one growing season, then native tree seedlings or saplings shall be replanted on a one-for-one basis.

7.1-15. Exemptions to Clearing and Vegetation Removal Requirements

The following activities are exempt from the clearing and vegetation removal standards set forth in Section 15(P), provided that all other applicable requirements of this chapter are complied with, and the removal of vegetation is limited to that which is necessary:

- (1) The removal of vegetation that occurs at least once every two (2) years for the maintenance of legally existing areas that do not comply with the vegetation standards in this chapter, such as but not limited to cleared openings in the canopy or fields. Such areas shall not be enlarged, except as allowed by this section. If any of these areas, due to lack of removal of vegetation every two (2) years, reverts back to primarily woody vegetation, the requirements of Section 15(P) apply;
- (2) The removal of vegetation from the location of allowed structures or allowed uses, when the shoreline setback requirements of section 15(B) are not applicable;
- (3) The removal of vegetation from the location of public swimming areas associated with an allowed public recreational facility;
- (4) The removal of vegetation associated with allowed agricultural uses, provided best management practices are utilized, and provided all requirements of section 15(N) are complied with;
- (5) The removal of vegetation associated with brownfields or voluntary response action program (VRAP) projects provided that the removal of vegetation is necessary for remediation activities to clean-up contamination on a site in a general development district, commercial fisheries and maritime activities district or other equivalent zoning district approved by the Commissioner that is part of a state or federal brownfields program or a voluntary response action program pursuant 38 M.R.S.A section 343-E, and that is located along:
 - (a) A coastal wetland; or
 - (b) A river that does not flow to a great pond classified as GPA pursuant to 38 M.R.S.A section 465-A.
- (6) The removal of non-native invasive vegetation species, provided the following minimum requirements are met:
 - (a) If removal of vegetation occurs via wheeled or tracked motorized equipment, the wheeled or tracked motorized equipment is operated and stored at least twenty-five (25) feet, horizontal distance, from the shoreline, except that wheeled or tracked equipment may be operated or stored on existing structural surfaces, such as pavement or gravel;
 - (b) Removal of vegetation within twenty-five (25) feet, horizontal distance, from the shoreline occurs via hand tools; and
 - (c) If applicable clearing and vegetation removal standards are exceeded due to the removal of non-native invasive species vegetation, the area shall be revegetated with native species to achieve compliance.
- (7) The removal of vegetation associated with emergency response activities conducted by the Department, the U.S. Environmental Protection Agency, the U.S. Coast Guard, and their agents.

7.1-16. Revegetation Requirements.

When revegetation is required in response to violations of the vegetation standards set forth in Section 15(P), to address the removal of non- native invasive species of vegetation, or as a mechanism to allow for development that may otherwise not be permissible due to the vegetation standards, including removal of vegetation in conjunction with a shoreline stabilization project, the revegetation must comply with the following requirements.

- (1) The property owner must submit a revegetation plan, prepared with and signed by a qualified professional, that describes revegetation activities and maintenance. The plan must include a scaled site

- plan, depicting where vegetation was, or is to be removed, where existing vegetation is to remain, and where vegetation is to be planted, including a list of all vegetation to be planted.
- (2) Revegetation must occur along the same segment of shoreline and in the same area where vegetation was removed and at a density comparable to the pre-existing vegetation, except where a shoreline stabilization activity does not allow revegetation to occur in the same area and at a density comparable to the pre-existing vegetation, in which case revegetation must occur along the same segment of shoreline and as close as possible to the area where vegetation was removed;
- (3) If part of a permitted activity, revegetation shall occur before the expiration of the permit. If the activity or revegetation is not completed before the expiration of the permit, a new revegetation plan shall be submitted with any renewal or new permit application.
- (4) Revegetation activities must meet the following requirements for trees and saplings:
- (a) All trees and saplings removed must be replaced with native noninvasive species;
 - (b) Replacement vegetation must at a minimum consist of saplings;
 - (c) If more than three (3) trees or saplings are planted, then at least three (3) different species shall be used;
 - (d) No one species shall make up 50% or more of the number of trees and saplings planted;
 - (e) If revegetation is required for a shoreline stabilization project, and it is not possible to plant trees and saplings in the same area where trees or saplings were removed, then trees or sapling must be planted in a location that effectively reestablishes the screening between the shoreline and structures; and
 - (f) A survival rate of at least eighty (80) percent of planted trees or saplings is required for a minimum five (5) years period.
- (5) Revegetation activities must meet the following requirements for woody vegetation and other vegetation under three (3) feet in height:
- (a) All woody vegetation and vegetation under three (3) feet in height must be replaced with native noninvasive species of woody vegetation and vegetation under three (3) feet in height as applicable;
 - (b) Woody vegetation and vegetation under three (3) feet in height shall be planted in quantities and variety sufficient to prevent erosion and provide for effective infiltration of stormwater;
 - (c) If more than three (3) woody vegetation plants are to be planted, then at least three (3) different species shall be planted;
 - (d) No one species shall make up 50% or more of the number of planted woody vegetation plants; and
 - (e) Survival of planted woody vegetation and vegetation under three feet in height must be sufficient to remain in compliance with the standards contained within this chapter for minimum of five (5) years
- (6) Revegetation activities must meet the following requirements for ground vegetation and ground cover:
- (a) All ground vegetation and ground cover removed must be replaced with native herbaceous vegetation, in quantities and variety sufficient to prevent erosion and provide for effective infiltration of stormwater;
 - (b) Where necessary due to a lack of sufficient ground cover, an area must be supplemented with a

minimum four (4) inch depth of leaf mulch and/or bark mulch to prevent erosion and provide for effective infiltration of stormwater; and

(c) Survival and functionality of ground vegetation and ground cover must be sufficient to remain in compliance with the standards contained within this chapter for minimum of five (5) years.

7.1-1714. Erosion and Sedimentation Control

7.1-18.5 Septic Waste Disposal

7.1-196 Soils

7.1-2017 Water Quality

7.1-2148 Archaeological Site

(Note: The Maine DEP issued Department Order #80-09 conditionally approving the Saco Zoning Ordinance as adopted on June 29, 2009, with a single condition: that the italicized text in the paragraph below be deleted. This condition is reflected in the text of Section 7.1).

Resource Protection

The RP District shall include the areas shown as RP on the Official Zoning Map and the following areas when they occur within the limits of the shoreland zone as mandated by the State of Maine Mandatory Shoreland Zoning Act 38 M.R.S.A. § 435 et. seq., except that areas which are currently developed or lots that appear on a recorded subdivision plan which has obtained municipal approval and Site Location of Development approval or an NRPA permit prior to the effective date of this amendment need not be included within the Resource Protection District:

F. AUTHORIZE THE DISPOSAL OF 90 TEMPLE STREET THROUGH THE REQUEST FOR QUALIFIED PROPOSALS PROCESS

The City took over ownership of the property at 90 Temple Street due to the non-payment of property taxes in fiscal year 2014. The City now seeks to divest itself of the property, and/or to identify a preferred course of action.

A fire occurred in the attic in 2012, and the house has not been lived in since. The former owner no longer lives in Saco, and the bank lost interest. If this were many other houses, demolition could be the proper route, with the sale of the real estate as a buildable lot to follow. However, this house stands out in both a historic and architectural sense. Built in 1890, it is an example of the Queen Anne style of architecture, and listed on the National Register of Historic Places.



The Historic Preservation Commission met on Aug. 31, and recommended to the Council that the property be offered for sale through a Request for Qualified Proposals process, with details to be developed by the City Administrator and City Attorney.

The Planning Board reviewed the property and held a public hearing at its meeting of Sept. 6. Given comments from staff, input from residents and procedures outlined in City Code, the Board recommended that the property be offered for sale, "... through a Request For Qualified Proposals process, for the restoration of the building and the retention of its National Register status, with details to be worked out by the City Administrator and City Attorney."

Councilor Johnston moved, Councilor Minthorn seconded "Be it ordered that the City Council hereby authorizes the City Administrator to issue a Request For Qualified Proposals for the disposition of the city owned property located at 90 Temple Street." Further move to approve the Order. The motion passed with six (6) yeas.

G. FINANCIAL DISCLOSURE PROTOCOL – ECONOMIC DEVELOPMENT

Currently, when a developer is seeking Tax Increment Financing, a Contract Zone, or some other development benefit that involves some level of city contribution either in the form of dollars, zoning modifications or infrastructure enhancement; the practice is simply to make that request a part of the normal planning and approval process. The protocol attached, will refine and clarify the information that development applicants will need to provide the city when requesting any assistance that is outside the scope of the normal development approval process.

Councilor Minthorn moved, Councilor Doyle seconded “Be it Ordered that the Saco City Council adopt the Financial Disclosure Protocol, dated September 19, 2016”. Further move to approve the Order.

Amendment – Councilor Roche moved to have a minimum of 90 days to review and approve such a TIF application.

Tabled - Councilor Minthorn moved, Councilor Cote seconded to table this item. The motion passed with six (6) yeas.

H. YORK COUNTY PUBLIC WORKS MUTUAL AID AGREEMENT

Facilitated by Southern Maine Planning & Development Commission (SMPDC), and in conjunction with York County Emergency Management Agency, the Public Works Departments of York County have discussed creating a standard mutual aid format for years. Now the group has reached consensus on a document that can be utilized for emergency and non-emergency assistance requests for manpower and equipment to complete infrastructure repair and improvement projects. Each community is now seeking Council endorsement of the plan.

Key Plan Components: This mutual aid agreement has the following stipulations that protect participating communities:

- The party requesting assistance must identify the project type, equipment needed, and duration of the work at the time of the request.
- No participating government shall be under any obligation to provide assistance to a requesting party.
- There are uniform terms and conditions outlining reimbursable expenses, insurance, and indemnification of member municipalities.

Next Steps: Upon endorsement of the plan by many, or all, of the York County communities, SMPDC, County, and Local staff will compile the following:

- List of Participating Governments and Their Authorized Representatives
- Insurance Information from Participating Governments
- List of Available Equipment by Participating Community

This document was discussed during a City Council Workshop on September 12, 2016.

Councilor Gay moved, Councilor Doyle seconded “Be it ordered that the City Council accept the document titled, ‘York County Maine Public Works Mutual Aid Agreement’, and further move to authorize the City Administrator to sign said Agreement.” Further move to approve the order. The motion passed with six (6) yeas.

York County Maine Public Works Mutual Aid Agreement Mutual Aid and Assistance Agreement

This public works mutual aid agreement is entered into on the ____ day of _____ 2016 (“Effective Date”), by and among the signatories hereto and the municipalities listed on Appendix D, all being bodies politic and corporate located in the County of York and State of Maine (“Agreement”).

WHEREAS, 37-B M.R.S.A. § 784 authorizes political subdivisions of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted;

WHEREAS, 37-B M.R.S.A. § 701 *et seq.*, 14 M.R.S.A. § 8101 *et seq.*, and related state statutes set forth details concerning powers, duties, rights, privileges, immunities of political subdivisions of the state rendering outside aid;

WHEREAS, 30-A M.R.S.A. § 2201 *et seq.* provides for interlocal cooperation between and among political subdivisions of the state;

WHEREAS, the State of Maine is geographically vulnerable to hurricanes, tornadoes, blizzards, and other natural disasters that in the past have caused severe property damage to public roads, utilities, buildings, parks, and other governmentally-owned facilities;

WHEREAS, the Parties to this Agreement recognize that additional public works manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur and wish to work cooperatively in that regard;

WHEREAS, the political subdivisions also wish to undertake non-emergency joint public works projects in order to collaboratively gain from the extensive resources available from participating subdivisions as a whole;

WHEREAS, to provide the most effective mutual aid possible, the parties hereto intend to foster communications between their public works personnel and the public works personnel of other political subdivisions of the State by visits and exchange of information; and

WHEREAS, the parties to this Agreement encourage their public works personnel to implement detailed administrative procedures to be used during emergencies and other non-emergency joint public works projects which foster partnering,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. "*Agreement*" means this document, the York County Maine Public Works Mutual Aid Agreement.

B. "*Requesting Party*" means the political subdivision requesting aid in the event of an emergency or other non-emergency joint public works project.

C. "*Assisting Party*" means the political subdivision furnishing equipment and/or manpower to the Requesting Party.

D. "*Authorized Representative*" means an employee of a participating government authorized by that government to request, offer, or provide assistance under the terms of this Agreement (a list of the authorized representatives for the signing participating government is attached to this Agreement as Appendix A).

E. "*Emergency*" means any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of public property and declared as such by the participating government.

F. "*Participating Government*" means any political subdivision of the State of Maine which executes this Public Works Mutual Aid Agreement.

G. "*Period of Assistance*" means the period of time beginning with the departure of any personnel of the Assisting Party from any point for the purpose of traveling to the location of the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the location of the Requesting Party.

H. "*Political Subdivision*" means any county or municipality created pursuant to Maine law.

I. "*Work or Work-Related Period*" means any period in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government becomes affected by an Emergency, it shall invoke Emergency-related mutual aid assistance by declaring a state of local emergency. The following procedures shall then be followed to request public works mutual aid from another Participating Government. These same procedures should also be applied when requesting assistance for non-emergency joint public works projects.

A. The Requesting Party shall contact the Authorized Representative of one or more of the Participating Governments and provide them with the following information.

1. A general description of the damage sustained;
2. Identification of the part of the infrastructure system for which assistance is needed (e.g., streets, sanitary sewer, potable water, or storm water systems) and the type of work assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
4. The present weather conditions and the forecast for the next twenty-four hours;
5. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Assisting Party;
6. The recommended route between the Requesting Party's and Assisting Parties' locations and the travel conditions along that route, based on the best information available.

B. When contacted by a Requesting Party, the Authorized Representative of a Participating Government shall assess his government's situation to determine whether it is capable of providing assistance. No Participating Government shall be under any obligation to provide assistance to a Requesting Party. If the Authorized Representative determines that their Participating Government is capable of and willing to provide assistance, they shall so notify the Authorized Representative of the Requesting Party, and provide reasonable estimates of the following information:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel;
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

C. The personnel and equipment of the Assisting Party shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall suggest work assignments and schedules for the personnel of the Assisting Party; however, the designated supervisory personnel of the Assisting Party shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records and a log of equipment hours; shall be responsible for the operation and maintenance of the equipment furnished by the Assisting Party; and shall report work progress to the Requesting Party. Notwithstanding, anything found elsewhere in this Agreement, the supervisory personnel of the Assisting Party shall have the exclusive right to refuse work deemed by them to be dangerous, unsafe or inappropriate for their crews, equipment, or supplies, given the circumstances.

D. The Assisting Party may, in its sole discretion, withdraw its assistance (in whole or in part) at anytime after giving notice to that effect to the Requesting Party.

E. The Requesting Party, during a declared emergency, shall, as necessary, provide food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to time of their departure. Such benefit shall be furnished when conditions are not suitable for travel or when extended hours of work will not permit sufficient rest period.

F. The Requesting Party shall provide communications between the personnel of the Assisting Party and the Requesting Party.

G. Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive compensation, incidental to their employment.

H. The Requesting Party shall complete a written agreement regarding the assistance to be rendered, setting forth the terms agreed upon in the telephone request to the Assisting Party, and shall transmit said agreement by the quickest practical means to the Assisting Party for approval. A sample form is attached as Appendix C. The Assisting Party shall acknowledge the written agreement by executing and returning a copy to the Requesting Party by the quickest practical means, maintaining a copy for its files.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the involved Parties and specified in the written agreement executed in accordance with paragraph 2.H. of this Agreement.

A. *Personnel:* During the Period of Assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and contracts. The employees of the Assisting Party participating in any services provided to the Requesting Party shall at all times and for all purposes remain employees of the Assisting Party. However, the Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee wages and payroll taxes as provided by Generally Accepted Accounting Principles (GAAP). The Assisting Party shall be responsible to provide coverage of its employees as required by the Maine Workers' Compensation Act of 1992 (39-A Sections 101-909). The Requesting Party may be liable for damages sustained by an employee of the Assisting Party during the Period of Assistance as set forth in the Act. The injured employee and the Assisting Party shall be entitled to seek and/or recover compensation, benefits and/or damages as provided under the Act.

B. *Equipment:* The Assisting Party shall be reimbursed for the use of its equipment during the Period of Assistance according to the latest FEMA Schedule of Equipment Rates. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs for the Assisting Party's equipment during the period of assistance may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.

C. *Materials and Supplies:* The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, willful or wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances of a declared emergency in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged plus ten (10) percent of such cost. In the alternative, the involved Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.

D. *Record Keeping:* The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using formats recommended by FEMA publication DR&R 7 (Disaster Response and Recovery). Requesting Party finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. For non-emergency mutual aid programs, the prepared mutual aid record keeping system invoice form will be use.

E. *Payment:* Unless otherwise mutually agreed in the written agreement executed, in accordance with paragraph 2.H. or a subsequent written addendum to the agreement, the Assisting Party shall bill the Requesting Party's department for all reimbursable expenses with an itemized invoice not later than sixty (60) days following the Period of Assistance; and the Requesting Party shall pay the bill in full not later than thirty (30) days following the billing date. Unpaid bills shall become delinquent upon the 31st day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to day operations, and determine for itself what kinds of insurance, and in what amounts, it will carry. Each Participating Government will have a letter on file from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached as Appendix B to the executed copy of this Agreement, which is filed with the York County Emergency Management Agency, SMPDC, and each Participating Government. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 5. INDEMNIFICATION

Each Member Municipality shall indemnify, defend and hold harmless the other Member Municipalities to this Agreement and its and their officers, agents and employees from all claims, causes of actions, judgments, damages, losses and expenses, including attorney fees, arising out of or resulting from negligent acts or omissions of the indemnifying Member Municipality and its officers, agents or employees in connection with this agreement. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act (14 M.R.S.A. § 8101 et, seq.) or the Maine Emergency Management Act (37-B M.R.S.A. § 822), as may be amended from time to time, or any other immunities or defenses under other applicable law.

SECTION 6. LENGTH OF TIME FOR EMERGENCY AND NON-EMERGENCY SERVICES

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) calendar days. It may be extended, if necessary, in 72-hour increments Non-emergency assistance will be rendered to the limits satisfactory to partnering effort as mutually agreed by Participating Governments.

SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically renew in successive one (1) year terms when approved under Section 12. The Agreement can be terminated but must be in writing by the participating government. Written notice of such termination shall be made in writing and shall be served personally or by registered mail upon the York County Emergency Management Agency.

SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon proper execution hereof. Each participating government shall file an executed copy of this Agreement with the York County Emergency Management Agency and SMPDC.

SECTION 9. ROLE OF YORK COUNTY EMERGENCY MANAGEMENT AGENCY

The only responsibilities the York County Emergency Management Agency shall have under this Agreement is to serve as a central depository for executed Agreements, to maintain a current listing of Participating Government and their Authorized Representatives which is set forth herein as Appendix D, and to provide an updated copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

SECTION 10. AGREEMENT FILING PROVISIONS

Counterparts of the Agreement with original signatures and copies of insurance letters shall be filed and maintained at the York County Emergency Management Agency in Alfred, Maine including all Participating Governments. This agreement must be filed with the Secretary of State as well.

SECTION 11. SEVERABILITY

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated so long as the primary goals of the Parties can still be effectuated.

SECTION 12. APPROVAL

APPROVE ONLY ONE BELOW:

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the _____ day of _____, 2016.

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the _____ day of _____, 2016 and further reserve the privilege of an automatic annual renewal by same governing body understanding that any lapse to this agreement will result in loss of service from neighboring communities as could be necessary.

PARTICIPATING GOVERNMENT:

CITY/TOWN: _____

BY: _____

(Typed or Printed Name and Title)

ATTEST: _____ (AFFIX SEAL)

(Typed or Printed Name and Title)

ATTACH INSURANCE LETTER OR RESOLUTION and
MAIL AN EXECUTED COPY OF THE AGREEMENT TO:

Southern Maine Planning and Development Commission
110 Main Street Suite 1400
Saco, ME 04072

Appendix A
Public Works Mutual Aid Agreement
Authorized Representative Contact Information

This document shall be updated and distributed by the York County Emergency Management Agency and SMPDC as set forth in the Public Works Mutual Aid Agreement.

DULY AUTHORIZED REPRESENTATIVE
(the emergency contact for the mutual aid program)

Name: _____

Title: _____

Municipality: _____

Address: _____

City-Town/State/Zip: _____

Work Phone: _____

Cell/Emergency Phone: _____

Email: _____

Fax: _____

Pager: _____

Radio Frequency: _____

Appendix B
Public Works Mutual Aid Agreement
Insurance Information from Participating Government
[To be inserted]

Appendix C
Public Works Mutual Aid Agreement
Sample Request Letter and Provide Letter

Sample Letter for Requesting Aid – “Requesting Party”

«Date»

«Name of Provider»

«Address of Provider»

Dear «Provider Contact»;

This letter is to request aid under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by your governing board.

The «Town/City of» requests mutual aid for a disaster that «Is Imminent/Is In Progress/Has Occurred». «Description of Disaster» (try to limit to three sentences).

The services requested are «Specify Equipment, Personnel, Materials, and Supplies». The services will be required for «Length of Time», beginning «Date When Assistance Should Arrive».

Please have your designated personnel meet «Your Contact Person» at «Specify Location» at «Specify Time» on «Specify Date».

Sincerely,

Name of Authorized Recipient Representative

Title of Authorized Recipient Representative

Sample Letter for Providing Aid – “Assisting Party”

«Date»

«Name of Recipient»

«Address of Recipient»

Dear «Authorized Recipient Contact»;

This letter is in response to your request for mutual aid dated «Specify Date» under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by our governing board.

The «Town/City of» will send the following «Specify Equipment, Personnel, Materials, and Supplies» for a period of «Specify Number» days, and will attempt when possible to provide twenty-four (24) hours notice of our intent to terminate assistance.

Our team will arrive at «Specify Location» at «Specify Time» on «Specify Date». «Specify Name» will be responsible for the supervision of our team during its duration in your community.

Sincerely,

Name of Authorized Provider Representative

Title of Authorized Provider Representative

Appendix D
Public Works Mutual Aid Agreement
List of Participating Governments and Their Authorized Representatives

[To Be Inserted]

I. PROCESS TO RESCIND THE SCHOOL CONSTRUCTION BOND QUESTION

MEMORANDUM

TO: Mayor Michaud and City Council
FROM: Kevin L. Sutherland, City Administrator
DATE: September 16, 2016
RE: **Process to Rescind the School Bond Question**

On Tuesday, September 6th, Council voted to approve the school bond question. At about 12:40pm today, the Maine Department of Education released the new application cycle for major school construction projects. Saco could submit an application as another avenue to seek funding for the replacement of Young School.

Concern has been raised by some councilors that should the vote for the school bond go to the public and the bond pass, we will no longer make it near the top of the list for this funding source. Administration was asked to research the process for reconsidering the vote on the bond question.

After consulting with legal counsel, the process is the same for a bond question as it is for any other item a council wishes to bring back to the floor.

This process is not part of the Charter; it's outlined in your Rules and Order of Business.

Part VIII, F, 3. Reconsideration: A motion to reconsider enables the majority of the assembly to bring back for further consideration a motion that has been voted on. Only a member who voted with the prevailing side can make this motion. If approved, the item can then be taken up.

However, a motion to reconsider is a question that needs raised during the meeting in which the vote had been taken. If approved, it has to be taken up by the next meeting of the Council. In this case, the question to reconsider was not raised during the meeting.

Council's Rules and Order of Business also references the use of Robert's Rules for General Procedure guidance. In Robert's Rules, the voting body can rescind, repeal, or annul a decision. Council always has the right to annul or amend something already adopted. There are no arbitrary restrictions, just a couple of logical ones that might apply to this:

- If the motion you wish to Rescind has been executed in an irreversible manner, you cannot Rescind it.
- If a motion results in a contract and the other party has been informed of the vote, you cannot Rescind the motion.
- If the motion... results in an election/expulsion, and the person involved is officially notified of the voting, you cannot Rescind the motion.
- In order to Rescind a motion, it takes at least a 2/3 vote unless the membership has received a Previous Notice.

We've already made the purchase of the local ballot, it was necessary to do so by the 8th of September to place the order in time for absentee ballots. The cost of printing these local ballots is about \$5,000 and that money has been encumbered, so one could argue that the motion has been executed and it cannot be Rescinded.

The bond question is the only question on the local ballot, so they could be disposed of without a rush to re-print a new set of ballots (ie – no local portion, just federal and state).

I leave that for Council discussion and debate on Monday.

If, after a discussion over the validity of rescinding the motion and Council wants to move forward, Council Minthorn has made it clear that he'd be willing to support a motion (thereby satisfying the 4th bullet point above), a majority of Council would be needed to Rescind the order to Authorize the School Bond Question made on September 6th.

Willingness to Rescind the Motion - Councilor Minthorn moved, Councilor Johnston seconded to rescind the School Bond vote of September 6, 2016. The motion passed with five (5) yeas and one (1) nay – Councilor Cote.

Councilor Minthorn moved, Councilor Doyle seconded to rescind the School Bond vote of September 6, 2016. The motion passed with four (4) yeas and two (2) nays – Councilors Cote and Roche.

Councilor Minthorn moved, Councilor Johnston seconded “Be it ordered that the City Council approve 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’. Further move to approve the order.

Councilor Minthorn moved, Councilor Doyle to move the question The motion passed with five (5) yeas and one (1) nay – Councilor Cote.

Mayor Michaud called for a vote on the main motion. The motion failed with two (2) yeas and four (4) nays – Councilors Gay, Doyle, Minthorn and Johnston.

VIII. ADJOURNMENT

Councilor Gay moved, Councilor Minthorn seconded to adjourn the meeting as 8:29 p.m. The motion passed with unanimous consent.

Attest: _____

Michele L. Hughes, City Clerk