SACO CITY COUNCIL MEETING
MONDAY JUNE 3, 2019 – 6:30 PM
CITY HALL AUDITORIUM

I. CALL TO ORDER
II. RECOGNITION OF MEMBERS PRESENT
III. PLEDGE OF ALLEGIANCE
IV. GENERAL
   A. Recognition of Mr. St. Clair
V. PUBLIC COMMENT
VI. CONSENT AGENDA
   A. Approve minutes from April 29, May 6, and May 13, 2019
   B. Confirm Mayor’s Reappointment to the Coastal Waters Commission - Thomas Casamassa
   C. Notice of Election for the Budget Validation Referendum Election on June 11, 2019
   D. City Street Acceptance Request: Stonewall Lane
   E. Property Tax Assistance Programs – Guideline Changes and Annual Approval
   F. Lease for 63 School Street - Oasis Club
   G. Asset Forfeiture, State v. $26,609 U.S. Currency
   H. Asset Forfeiture, State v. Duffy-Stanley
VII. AGENDA
   A. (Public Hearing) Renewal Application for Special Entertainment Permit - Biddeford Saco Country Club
   B. (Public Hearing) Renewal Application for Special Entertainment Permit - The Run of the Mill
   C. (First Reading) Park North Contract Zone: Amendment Request
VIII. ADMINISTRATIVE UPDATE
IX. COUNCIL DISCUSSION AND COMMENT
X. EXECUTIVE SESSION
   “Be it Ordered that the City Council enter into executive session, pursuant to [M.R.S.A. Title 1, Chapter 13, Subchapter 1, §405(6)]:
   (C) Economic Development – Potential Site for Safety Building
   (C) Credit Enhancement Agreement Terms and Conditions
   (D) City Administrator’s Contract Negotiation
   (E) Consultation with Counsel regarding a pending matter (tentative)
XI. REPORT FROM EXECUTIVE SESSION
   Language for this will be provided during Executive Session
XII. ADJOURNMENT

Hearing Assistance Devices are available at the back of the Auditorium.
If you are interested in addressing the Mayor and Council in the public comment session, please add your name to the roster at the back of the room.
CONSENT AGENDA ITEM: B
June 3, 2019

MEETING ITEM COMMENTARY

AGENDA ITEM: Confirm the Mayor’s Reappointment to the Coastal Waters Commission – Thomas W. Casamassa

STAFF RESOURCE: Kevin L. Sutherland, City Administrator

COUNCIL RESOURCE: Councilor Lynn Copeland

BACKGROUND: The Coastal Waters Commission shall be composed of seven members, to be appointed by the Mayor for a three-year term and approved by the City Council. Each Commission member shall be a resident of the city, shall be persons qualified to perform the duties of such office, and shall serve without compensation.

The Mayor is recommending the reappointment of Thomas W. Casamassa to serve on the Coastal Waters Commission for a three-year term.

EXHIBITS: Application

RECOMMENDATION: Staff recommends approval

SUGGESTED MOTION: “Be it Ordered that the City Council confirm the Mayor’s Reappointment of Thomas W. Casamassa as a full member of the Saco Coastal Waters Commission, for a three-year term from June 7, 2019 to June 7, 2022.”

“I move to approve the Order”.
CONSENT AGENDA ITEM: B
June 3, 2019
Exhibit Item: 1

boards = Coastal Water Commission
Length of residency = 40 years
Community1 = Saco
Board1 = Coastal waters commission
Years1 = Over 15 years
Nominee qualifications = I have been a commercial fisherman for over 35 years. Knowing the coastal area for commercial interests and recreational interests is an asset to the commission for future progress on the river and beaches. I also am a retired Saco fire captain of 38 years on the department!
Name = Thomas W Casamassa
Street Address = 11 Ferry Lane Saco Me.
Mailing Address = Same
Nominee Home Telephone =
Cell Telephone =
E-mail = ticasamassa@yahoo.com
Employer =
Employer address = Same
Employer Telephone =
Comments = I look forward to working with the committee for years to come! Sincerely Thomas W Casamassa
MEETING ITEM COMMENTARY

AGENDA ITEM: Notice of Election for the Budget Validation Referendum Election, June 11, 2019

STAFF RESOURCE: Michele L. Hughes, City Clerk

COUNCIL RESOURCE: Councilor Alan Minthorn

BACKGROUND: The Notice of Election is being submitted to the Mayor and Council to authorize the Budget Validation Referendum Election scheduled for Tuesday, June 11, 2019.

The Clerk, as required by Title 21-A, Article §622-A, has prepared the Notice of Election which will be posted in all Wards on June 4, 2019.

EXHIBITS: 1. Notice of Election

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council approve the Notice of Election for the Budget Validation Referendum Election scheduled for Tuesday, June 11, 2019”.

“I move to approve the Order”.

4
CONSENT AGENDA ITEM: C
June 3, 2019
Exhibit Item: 1

STATE OF MAINE
NOTICE OF ELECTION
BUDGET VALIDATION REFERENDUM ELECTION
TUESDAY, JUNE 11, 2019
WARDS 1-7 INCLUSIVE

COUNTY OF YORK

TO: RAYNALD DEMERS, CHIEF OF POLICE OF SACH

GREETINGS:

YOU ARE HEREBY REQUIRED, in the name of the State of Maine, to notify and warn the inhabitants of
the City of Saco in said county and state, qualified according to law to vote in city affairs, to meet at their
respective Ward in said City, viz:

Wards 1, 2, 3, 4, 5, 6, & 7 Saco Community Center, 75 Franklin Street

Tuesday, June 11, 2019 at 7:00 a.m. in for forenoon, to give their votes for the following:
To vote by secret ballot on the following question:

Article #1 – Do you favor approving the Saco Municipal School Administrative Unit budget for the
upcoming school year adopted at the latest Saco Municipal School Administrative Unit budget meeting?
Yes or No

Article #2 - Do you wish to continue the budget validation referendum process in the Saco Municipal School
Administrative Unit for an additional three (3) years?
Yes or No

The polls shall be opened at 7 o’clock a.m. and shall be closed at 8:00 o’clock p.m.

A person may register to vote on or before Election Day.

Pursuant to Title 21-A §759 (7), absentee ballots will be processed during Election Day at the following
times: Approximately 8:00 a.m., 2:30 p.m., and 8:00 p.m.

Dated at Saco, this 3rd day of June, 2019.

______________________________
______________________________
______________________________
______________________________
______________________________

A majority of the City Council of the City of Saco

Marston D. Lovell, Mayor Michele L. Hughes, City Clerk

A TRUE COPY ATTEST:

City Clerk of Saco
NOTICE OF AMOUNTS ADOPTED AT BUDGET MEETING
SCHOOL MUNICIPAL SCHOOL ADMINISTRATIVE UNIT
INFORMATION FOR VOTERS AT BUDGET VALIDATION REFERENDUM
JUNE 11, 2019

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

In the name of the State of Maine and pursuant to 20-A M.R.S. §1486(2) you are hereby directed to display this Notice of Amounts Adopted at Budget Meeting at the polling place within the municipality to assist the voters of Saco’s Municipal School Administrative Unit (MSAU) in voting at the budget validation referendum to be held on June 11, 2019 for the purpose of determining if the Saco’s MSAU budget for the 2019-2020 fiscal year that was adopted by the Saco City Council on May 13, 2019 should be approved.

<table>
<thead>
<tr>
<th>Cost Center Summary Budget Category</th>
<th>Amount Recommended by School Board</th>
<th>Amount Approved by City Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Instruction</td>
<td>$24,157,748.00</td>
<td>$23,878,516.00</td>
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<tr>
<td>Special Education</td>
<td>$8,240,956.00</td>
<td>$8,026,725.00</td>
</tr>
<tr>
<td>Career and Technical Education</td>
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</tr>
<tr>
<td>Other Instruction</td>
<td>$215,623.00</td>
<td>$78,123.00</td>
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<tr>
<td>Student and Staff Support</td>
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<td>$2,380,355.00</td>
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<tr>
<td>System Administration</td>
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<td>$620,067.00</td>
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<tr>
<td>School Administration</td>
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<tr>
<td>Transportation and Buses</td>
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<tr>
<td>Facilities Maintenance</td>
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<td>$2,049,776.00</td>
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<tr>
<td>Debt Service and Other Commitments</td>
<td>$315,650.00</td>
<td>$315,650.00</td>
</tr>
<tr>
<td>All Other Expenditures</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Summary of Total Authorized General Fund Expenditures:</td>
<td>$41,853,513.00</td>
<td>$40,463,384.00</td>
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</table>

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

Dominic Depatsy, Superintendent of Schools
OFFICER’S RETURN

YORK COUNTY, SS.              CITY OF SACO

I certify that I have notified the voters of the City of Saco, Wards 1 through 7, of the time and place of the June 11, 2019 Budget Validation Referendum Election by posting an attested copy of the within Notice of Election at the place(s) of posting and on the date and time of posting for each Ward set forth below, each of which is at least 7 days prior to election day:

<table>
<thead>
<tr>
<th>WARD</th>
<th>PLACE(S) OF POSTING</th>
<th>DATE</th>
<th>TIME OF POSTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ward 1</td>
<td>Saco Middle School</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td>Ward 2</td>
<td>North Saco Fire Department</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td>Ward 3</td>
<td>Hannaford Supermarket</td>
<td>_____</td>
<td></td>
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<tr>
<td>Ward 4</td>
<td>Camp Ellis Pier</td>
<td>_____</td>
<td></td>
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<tr>
<td>Ward 5</td>
<td>Saco Community Center</td>
<td>_____</td>
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</tr>
<tr>
<td>Ward 6</td>
<td>Gov. John Fairfield School</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td>Ward 7</td>
<td>City Hall</td>
<td>_____</td>
<td></td>
</tr>
</tbody>
</table>

Dated at the City of Saco:_______________________, 2019

__________________________
Raynald Demers, Chief of Police or his Designee
City of Saco
AGENDA ITEM COMMENTARY

AGENDA ITEM: City Street Acceptance Request: Stonewall Lane

COUNCIL RESOURCE: Councilor Roger Gay

STAFF RESOURCE: Emily Cole-Prescott, City Planner

BACKGROUND: In mid-2017, Dan White, of HW Land Company, LLC, had requested review of the City’s acceptance of Stonewall Lane. Originally developed as part of the Hidden Fields Subdivision, approved by the Planning Board on September 7, 2004, Stonewall Lane serves nine residential lots. The road is designed as a dead-end cul-de-sac. On August 7, 2017, City Engineer Joe Laverriere responded to City Planner Bob Hamblen with a punch list of items to be completed before the City considered street acceptance.

Since August 2017, required items of the City Engineer’s punch list have been fulfilled with the Public Works Department. The Public Works Department has recommended acceptance of the road, provided the applicant file a letter of credit or escrow in the amount of $5,000 to ensure stabilization of the road until Summer 2019.

EXHIBITS: 1. Memo to City Council dated May 13, 2019
2. Planning Board Minutes of February 5, 2019 Meeting
3. Request Letter from Dan White dated January 25, 2019
4. Warranty Deed & As-Built
5. Supporting Documentation: Email from City Engineer dated January 18, 2019; Inspection Report dated November 7, 2018

RECOMMENDATION: The Planning Board has forwarded a positive recommendation to the City Council.

SUGGESTED MOTION: "I move to accept Stonewall Lane as a City Street."
TO: 
FROM: 
CC: 
RE: 
DATE:

City Council
Emily Cole-Prescott, City Planner
Joe Lavriere, City Engineer
Dan White, HW Land Company
Stonewall Lane: Recommendation from Planning Board for Request for City Acceptance (Tax Map 119, Lots 1-3)
May 13, 2019

In mid-2017, Dan White, of HW Land Company, LLC, had requested review of the City’s acceptance of Stonewall Lane. Originally developed as part of the Hidden Fields Subdivision, approved by the Planning Board on September 7, 2004, Stonewall Lane serves nine residential lots. The road is designed as a dead-end cul-de-sac. On August 7, 2017, City Engineer Joe Lavriere responded to City Planner Bob Hamblen with a punch list of items to be completed before the City considered street acceptance.

Since August 2017, required items of the City Engineer’s punch list have been fulfilled with the Public Works Department. The Public Works Department has recommended acceptance of the road, provided the applicant file a letter of credit or bond in the amount of $5,000 to ensure stabilization of the road until Summer 2019.

Zach Mosher, the City’s former Planner, coordinated legal review of the deeds with City Attorney Tim Murphy. Attached for the Council’s review is the executed Warranty Deed. On February 5, 2019, the Planning Board reviewed the request and held a public hearing, with one member of the public speaking in favor of the request and another resident writing in support of the request. At that meeting, the Planning Board forwarded a positive recommendation of this street acceptance to the City Council.

Staff looks forward to answering any questions about the request; and has provided the minutes of the February 5th Planning Board meeting, along with the deeds and plan that were reviewed at that Board meeting.
PLANNING BOARD MINUTES

February 5, 2019

Planning Board Members Present: Neil Schuster, Chair; Vice Chair Don Girouard; Alyssa Bouthot, Matt Provencal, Peter Scontras, Joyce Leary Clark, Jeff Brochu. Also City Council Liaison Roger Gay

Planning Board Members Absent: none.

Staff Members Present: Joseph Laverriere, City Engineer; Bob Hamblen, interim planner.

NOTE: Meeting is audio recorded. These audio records will be posted on the City’s website and available for public review within one week of the meeting.

1. Minutes of January 22, 2019 – Peter notes that his absence from the meeting was excused. Jeff noted that on p. 3, the structure's height was not 44 ft., but instead 28 ft. Matt noted that, p. 5, item 20, outdoor mechanical equipment should be “architecturally” screened, and that screening via landscaping is not adequate. Motion by Joyce to accept the minutes as amended, seconded by Alyssa, and so voted, 6-0-1 (Peter).

2. Review of an amendment to the Brookside II subdivision, Lot line change. Applicant is Brian Costello of 10 Bruno Circle. Tax Map 90, Lot 1-32. Zoned C-1.

Hamblen: applicant Brian Costello, owner of 10 Bruno Circle, has coordinated a land swap with his neighbor, Bruce Berry in order to convey 730 square feet of land to the rear of 10 Bruno Circle to 8 Bruno Circle and to convey 687 square feet toward the front of 8 Bruno Circle to 10 Bruno Circle. The proposed lot line revision follows the outline of the Applicant’s driveway, so the driveway will be completely located on the property owned by Brian Costello at 10 Bruno Circle. Currently, Brian Costello’s driveway is partially on Bruce Berry’s property at 8 Bruno Circle.

Because both lots were approved as part of the Brookside II Subdivision, any lot line revisions within the subdivision require the Planning Board’s approval, per Articles 6.4 and 7 of Saco’s Subdivision Regulations. Although a public hearing is not required for a minor lot line revision, to follow Saco's normal course of business, it has been included as a public hearing item for this evening’s agenda. Applicant Brian Costello has also provided signed copies of the Quitclaim Deeds showing conveyance of the land, with signatures from both parties. If the Planning Board approves this
application, the Applicant can file the deeds reflecting the conveyance of the property on the York County Registry.

Staff recommends that the application be found complete. **Jeff:** I move to find the application as presented by Brian Costello for lot line revision between 8 and 10 Bruno Circle, complete, seconded by Alyssa, and so voted, 7-0.

**Alyssa:** I move to open a public hearing, seconded by Jeff, and so voted, 7-0. Roger Gay, Ward 2: good work. **Alyssa:** I move to close the public hearing, seconded by Peter, and so voted, 7-0.

**Peter:** I move to approve the lot line revisions to the original subdivision (Brookside II), for conveyance of 687 square feet from 8 Bruno Circle to 10 Bruno Circle and 730 square feet from 10 Bruno Circle to 8 Bruno Circle, per the submitted plan entitled Lot Line Amendment, Brookside II Development, prepared by Land Surveyor Paul P. Gadbois, and delineated in the presented Quitclaim Deeds, with the following conditions of approval and per the attached findings of fact, seconded by Matt, and so voted, 7-0.


Hamblen: in mid-2017, Dan White, of HW Land Company, LLC requested the City's acceptance of Stonewall Lane. Originally developed as part of the Hidden Fields Subdivision, approved by the Board on Sept. 7, 2004, Stonewall Lane serves nine residential lots, eight of which have been developed. It is approximately 1,000' long, ending in a cul de sac. On August 7, 2017, City Engineer Joe Lavriere responded to City Planner Bob Hamblen with a punch list of items to be completed before the City could consider street acceptance.

Since August 2017, required items of the City Engineer's punch list have been fulfilled with the Public Works Department. A November 2018 inspection report is attached for the Board's review. The Public Works Department has recommended acceptance of the road, provided the applicant file a letter of credit or bond in the amount of $5,000 to ensure stabilization of the road until Summer 2019. Zach Mosher, the City's former Planner, coordinated legal review of the deeds with City Attorney Tim Murphy. Attached for the Board's/Council's review is the executed Warranty Deed.

In conformance with Chapter 186 of the City's ordinances, the Planning Board is asked to make a recommendation to the City Council about whether the City should accept the street. Both the Planning & Development Department and Public Works Department have reviewed this request. The Public Works Department has worked with the applicant directly, to ensure that the 2017 punch list items from the City Engineer have been completed. The Public Works Department recommends the setting of a $5,000 letter of credit/bond to ensure stabilization of the road until Summer 2019. City Attorney Tim Murphy has reviewed the attached legal descriptions and deed to ensure all meet required specifications.

City Staff recommends that the Planning Board review the attached documentation, and forward a
positive recommendation to City Council, with the condition that the applicant file a $5,000 letter of credit/bond until Summer 2019, to ensure road stabilization.

Don: I move to open a public hearing, seconded by Jeff, and so voted, 7-0. Kevin Curtis, 1 Stonewall Lane: pleased that this is moving forward. Also, the Gormleys at 4 Stonewall Lane had e-mailed earlier their endorsement of the acceptance. Don: I move to close the public hearing, seconded by Peter, and so voted, 7-0.

Jeff: pursuant to Chapter 186 of the City’s ordinances, I move that the Planning Board forward a positive recommendation for Stonewall Lane street acceptance to the City Council, with the condition that the petitioner file a $5,000 bond per City Staff’s recommendation, seconded by Don, and so voted, 7-0.


Members Girouard and Scontras excused themselves and went upstairs to attend a meeting on Camp Ellis, and did not participate in the majority of the following discussion, nor in item 5, below.

Hamblen: this 4 lot/6 lot subdivision has been viewed by the Board as a sketch plan on May 1, 2018, then again on October 2, 2018, at which time the Board voted to not waive the maximum length of 1,000 feet for a dead-end street, then tabled further review.

Since that time, the applicant has determined that two parcels are actually involved, rather than one. The parcel shown on the plan as N/F Susan Kern Altman extends far enough east (away from Lincoln Road) that it bisects the Eloise parcel. The smaller, northerly parcel is proposed for a private road and two lots, while the larger parcel to the south is proposed for an eventual City street providing access to four lots.

Planning and DPW staff has encouraged the applicant to phase the project and allow the City to consider the possibility of amending the private road and subdivision language that prohibits the former from being a part of the latter. Veteran Board members have seen a number of 3, 4 and 5 lot subdivisions that are built around what will eventually become a City street. 300 to 500 foot long, dead-end City streets have become an issue for a public works department that is already stretched in terms of staffing and equipment.

We’ve suggested that the applicant move forward with Phase 1 and agree to return in the future with Phase 2. In the meantime, staff would initiate a discussion with both PB and Council in order to consider the possibility of revising the Zoning Ordinance and the Subdivision Regulations, and making it possible for smaller subdivisions to utilize private roads under certain situations.

Issues the Board should consider:

- Lots would be served by private wells and septic systems, as neither public sewer or water are to be found within any reasonable distance. Underground electric, cable, and telephone would serve the four lots.
- Open space required is 2.5% of the overall parcel, or 25,487 s.f. No open space is proposed, and the applicant proposes to pay both the open space and the recreational facilities impact fees.
• Traffic: a single family dwelling generates an average of 9.57 trips per day, so 39 new trips are projected, falling well short of the need for a traffic study. All residential lots proposed in Saco are subject to a traffic impact fee, addressed in the conditions of approval.

• The wetland delineation by Mark Hampton has been reviewed by Normandeau Associates, and found acceptable.

The application for preliminary subdivision plan was found to be complete at the Board’s 10/2/18 meeting. The Board also voted to waive the requirement for curb and sidewalk, but did not grant a waiver for the length of the dead-end street; consequently, the street has been re-designed to meet the 1,000 foot length requirement. The Board also voted to grant a waiver of the through street requirement, while requiring that a 50 foot wide ROW be established for potential future connections. The item was then tabled, with no action taken on the preliminary plan.

Don: the plan calls for 4 lots. Would the future development happen without Board approval? “Phase 2” parcel should be re-labeled to “Lot 5.” Jeff pointed out that several notes on Sheet 2 are outdated or inaccurate. Bill T.: will correct.

Alyssa: I move to open the public hearing, seconded by Matt, and so voted, 5-0. Janet Hottinger, 69 Lincoln St.: what impacts can I expect as a neighbor to this? Bob: setbacks will change upon creation of the 50 foot wide right of way for the proposed street, and two lots would become corner lots, therefore with front setbacks from two streets. BH2M will add building locations for the two affected lots. Matt: can we approve a ROW that makes a structure nonconforming? Bob will address with CEO, and City Attorney as necessary. Will advise Ms. Hottinger as to findings. Alyssa: I move to close the public hearing, seconded by Jeff, and so voted, 5-0.

After further discussion, a motion was made by Alyssa as follows: I move that the Board grant approval under the provisions of the Saco Subdivision Regulations for the preliminary plan submitted for the four lot subdivision proposed by applicant CVS Foundations, LLC, based on the Findings of Fact and Conditions of Approval dated February 5, 2019, with the additional conditions that:

a. The parcel labeled as “Phase 2 Future Development” be labeled instead as “Lot 5” on the final plan.

b. All structures on the Hottinger and Altman/Kern parcels shall be added to the final plan, and a determination made as to any potential impacts on setbacks due to the proposed street right of way.

c. Notes on Sheet 2, and any other sheets that are outdated or incorrect shall be corrected.

Seconded by Matt, and so voted, 5-0.


Hamblen: approval was granted for the preliminary plan for this project on Nov. 20, 2018. The proposed Eastwatch Drive, roughly 1,650 feet in length, would provide access from both Ricker Road
and Flag Pond Road. Two lots exist already, created within the past 5 years, while seven lots are proposed, each with frontage and access from the proposed City street. Larry Bastion of Terradyn Consultants, LLC is representing applicant Sebago Land Developers, Inc.

Since the November meeting the applicant has submitted the final plan application, then re-submitted in response to staff review and comments. Issues that have been addressed are highlighted in Mr. Bastion's letter of Jan. 15.

- A hydrogeologic assessment has been completed and submitted. Staff has passed the document on to Stonehill Environmental for peer review, which determined that the assessment is accurate and that Ordinance standards will be met.
- The new sidewalk now extends to Flag Pond Road, thereby improving access to the community mailbox that's proposed. An additional catch basin is now necessary.
- The Board is asked to consider waiving the minimum centerline grade of 1%, and instead allowing a grade of 0.5%.

The area outside the proposed lots, which includes approx. 5.8 acres surrounding a man-made pond near the center of the site and west of the proposed street abutting Flag Pond Road, will become common open space. Ownership and maintenance of the open space will fall to the subdivision homeowners' association. This open space would not be available to the general public, and the City will have no responsibility for it. While the open space requirement has been met, an impact fee for recreational facilities is addressed in the conditions of approval.

Regarding completeness of the application, see checklist – complete. Joyce: I move that the Board find the application for the final plan of the Ricker Road subdivision submitted by applicant Sebago Land Developers, Inc., to be complete, seconded by Alyssa, and so voted, 5-0.

Larry Bastian, P.E., on the applicant’s behalf: the COA should be revised to recognize that no new pond is being built. Homeowner's association documents are still to be submitted. Joe Laverriere's comments are reasonable and will be addressed. Jeff: commends the plan as being well done.

Alyssa: I move to open a public hearing, seconded by Jeff, and so voted, 5-0. Scott McPherson, 436 Flag Pond Road: sightlines on Flag Pond Road are poor. Roger Gay, Councilor: sections of the road are like a tunnel, with no sun. Scott: public works uses sand, salt would be better. Alyssa: moves to close the public hearing, seconded by Jeff, and so voted, 5-0.

Jeff: I move that the Board approve the final plan submitted for the Ricker Road subdivision based on application and plans as revised, and on the Findings of Fact and Conditions of Approval dated Feb. 5, 2019, with the added items that, 1) there is no waiver of the 1% graderequired by Sec. 11.11 of the Subdivision Regulations, and, 2) the applicant shall ensure that existing lots that would become corner lots with development of the proposed Eastwatch Road will continue to meet all dimensional requirements, in particular the change from a side setback to a front setback by virtue of the new right of way, seconded by Matt, and so voted, 5-0.

V:\ZachMosher\PB\Minutes\2019\PB Minutes, 2019\PB Minutes 02.05.19.doc
January 25, 2019

Bob Hamblen  
City of Saco  
Saco, ME 04072

RE: Acceptance of Stonewall Lane, Hidden Field Estates, Saco, Maine

Dear Bob:

Please consider this letter our formal request to have the city of Saco accept Stonewall Lane. The road was designed and built to meet city standards and the punch list was completed in the fall of 2018 to the city’s satisfaction.

If you need anything else, please let me know.

Sincerely,

[Signature]

Daniel White  
Manager  
HW Land Company, LLC.
WARRANTY DEED

HW LAND COMPANY, LLC, a Maine limited liability company with a mailing address of P.O. Box 8433, Portland, Maine 04104, for consideration paid, grants to

CITY OF SACO with a mailing address of 300 Main Street, Saco, Maine 04072, with WARRANTY COVENANTS, the following described land in Saco, County of York, and State of Maine:

See Exhibit A attached hereto and made a part hereof

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the premises hereinabove described.

IN WITNESS WHEREOF, HW LAND COMPANY, LLC has caused this instrument to be executed by Daniel H. White, thereunto duly authorized this __/__/2019 day of January, 2019.

Witness

\[Signature\]

State of Maine,
Cumberland, ss.

Personally appeared before me DANIEL H. WHITE and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of HW LAND COMPANY, LLC on __/__/2019, 2019.

Before me,

\[Signature\]

Notary Public/Attorney at Law
Printed Name:
My Commission Expires:

TAMIKO L. YEE
Notary Public, State of Maine
My Commission Expires Mar. 17, 2025
Exhibit A
Stonewall Lane

A certain lot or parcel of land known as Stonewall Lane as shown on Hidden Field Estates subdivision as depicted on a Plan recorded in the York County Registry of Deeds in Plan Book 295, Page 36 (the “Plan”) situated on the southeasterly side of Burnham Road in the City of Saco, County of York, State of Maine bounded and described as follows:

Commencing at an iron pin found on the southeasterly sideline of Burnham Road, at the Northerly corner of land now or formerly of Jason L. & Linda L. Gardiner as recorded in the York County Registry of Deeds in Book 8001, Page 171;

Thence N 49°-47'-47" E along the southeasterly sideline of Burnham Road a distance of 158.30 feet to a granite monument set at the point of beginning. Thence by the following courses and distances:

1) N 49°-47'-47" E along Burnham Road a distance of 120.00 feet to a granite monument set.

2) Southerly along lot 1 on a curve to the left having a radius of 35.00 feet an arc distance of 54.98 feet to a granite monument set.

3) S 40°-12'-13" E along lot 1, lot 2, lot 3 and lot 4 a distance of 797.81 feet to a granite monument set.

4) Easterly along lot 4 on a curve to the left having a radius of 35.00 feet an arc distance of 34.79 feet to a granite monument set.

5) Thence along lot 4, lot 5 and lot 6 being along a cul-de-sac on a curve to the right having a radius of 75.00 feet an arc distance of 384.70 feet to a granite monument set.

6) Westerly along lot 6 on a curve to the left having a radius of 35.00 feet an arc distance of 34.79 feet to granite monument set.

7) N 40°-12'-13" W along lot 6, lot 7 lot 8 and lot 9 a distance of 797.81 feet to a granite monument set.

8) Northerly along lot 9 on a curve to the left having a radius of 35.00 feet an arc distance of 54.98 feet to a granite monument set at the point of beginning.

The above described parcel contains 1.40 acres. Bearings are referenced to magnetic north 1986.
Also granting and conveying a Drainage Easement over a Portion of lot 5 as depicted on the Plan, bounded and described as follows:

Commencing at a granite monument set at the southerly side of Stonewall Lane at the northeast corner of lot 6, as shown on the Plan at and the northwester corner of lot 5;

Thence easterly along the southerly side of Stonewall Lane and along a curve to the left having a radius of 75 feet, an arc distance of 66.21 feet;

Thence, S 46°-18'-58" E a distance of 40.50 feet to a point;

Thence, S 11°-54'-23" E a distance of 213.67 feet, to a point;

Thence, N 82°-48'-38" W a distance of 158.93 feet to a point on the boundary line of said lot 6;

Thence S 07°-11'-22" W along said lot 6 to a distance of 195.71 feet to the point of beginning.

For Title of Grantor, reference is hereby made to a deed dated June 18, 2003 and recorded in the York County Registry of Deeds on Book 13042, Page 26
Yes, provided a $5,000 loc or bond is still in place until summer of 2019.

Joseph Laverriere, P.E.
City Engineer
City of Saco
300 Main St
Saco, ME 04072
Email: jlaverriere@sacomaine.org
Phone: (207) 284-6641
Fax: (207) 282-8212

-----Original Message-----
From: Maggie Edwards
Sent: Friday, January 18, 2019 7:37 AM
To: Joseph A. Laverriere <jlaverriere@sacomaine.org>
Subject: RE: Stonewall Ln

So as far as you are concerned Stonewall is ready to be accepted?

Thanks

Maggie

-----Original Message-----
From: Joseph A. Laverriere
Sent: Friday, January 18, 2019 7:05 AM
To: Maggie Edwards <MEdwards@sacomaine.org>
Subject: RE: Stonewall Ln

A punch list was developed months ago and all work has been completed.

Joseph Laverriere, P.E.
City Engineer
City of Saco
300 Main St
Saco, ME 04072
Email: jlaverriere@sacomaine.org
Phone: (207) 284-6641
Fax: (207) 282-8212

-----Original Message-----
Hi Joe,

I know that Dan White is looking for the city to accept Stonewall Ln. I am not sure where that stands. Is there a punch list?

Maggie
AGENDA ITEM: D  
June 3, 2019  
Exhibit Item: 5

CITY OF SACO
SITE INSPECTION

PROJECT:  Hidden Field Estates
OWNER:  H.W. Land Company
CONTRACTOR:  Glidden Paving & Excavating
INSPECTION DATE:  November 7, 2018 – Mostly Sunny – 60°F
TO:  Zach Mosher, Joe Lavrieree
ON-SITE ATTENDEES:  Paul Pottle – Stantec

Glidden Paving was on site with:

1 Truck
1 Foreman
2 Laborers

1. Contractor sanded, patched and seal coated the section of pavement that had started to ravel in the cul de sac (Photos 1, 2, 3 & 4).

STANTEC CONSULTING SERVICES INC.

Lauren Meek, P.E.  
Project Manager

Paul Pottle  
Inspector

V:\1953\active\195350466\site_inspection\195350466 2018.11.07 Site Inspection - Hidden Field Estates.docx

Design with community in mind
AGENDA ITEM: D
June 3, 2019
Exhibit Item: 5

Photo 1: Shows section of raveled pavement sanded and patched with surface mix.

Photo 2: Shows sealcoat applied to entire length of damage seam.

Photo 3: Shows another view of sealcoat installed over raveled seam.

Photo 4: Shows installation of sealcoat.

Stantec Consulting Services Inc.
482 Payne Road, Scarborough Court
Scarborough ME 04074-8929
Main: 207.883.3355 Fax: 207.883.3376

Hidden Field Estates – Saco, Maine
Photos Taken by Paul Pottle – 11/07/18
(Stantec JN 195350466)
AGENDA ITEM: Property Tax Assistance Programs - Guideline Changes and Annual Approval

COUNCIL RESOURCE: Councilor Minthorn

STAFF RESOURCE: Kevin Sutherland, City Administrator

BACKGROUND: While this year marks the tenth year of supporting our Seniors with a property tax relief program, Council is proposing an overhaul to the structure of the program to include two programs.

The Property Tax Credit Work-off Program which will continue to connect Senior Citizens with City Departments to provide support to the assigned department. In exchange for their assistance with various tasks, the individual earns tax abatement credits toward their property tax bill. In addition, a new program is being considered as part of this change. The Tax Fairness Credit Matching Program will provide a $500 tax credit to those over the age of 69 and in the greatest need.

Based on a review of the needs of the program and in the interest of improved disclosure on benefits for the purpose of state and federal reporting, the Guidelines have been further updated since last year.

We are proposing the approval for up to 40 participants in the Property Tax Credit Work-off Program for fiscal year 2019/2020. Upon completion of a minimum of 100 hours of service, each participant will be eligible for a maximum tax abatement of $1200. We are also proposing the approval of up to 20 participants in the Tax Fairness Credit Matching Program.

Finally, we’d like to thank the senior tax abatement ad-hoc committee for their time and effort in preparing a revised program for the Council to consider.

EXHIBITS:
1. Memo from City Administration
2. City of Saco Property Tax Assistance Programs
3. 36 MSRA Section 6232 Senior Benefit Program
4. City Code – Chapter 220, Article I.

RECOMMENDATION: Senior Tax Abatement Ad-hoc Committee and staff recommend approval.
AGENDA ITEM: E  
June 3, 2019  

SUGGESTION MOTION: “Be it ordered that the City Council authorize up to forty (40) Senior Abatements pursuant to City Code, Chapter 220, Article I, D1 for fiscal year 2019-2020, twenty (20) Senior Abatements pursuant to City Code, Chapter 220, Article I, D2 for fiscal year 2019-2020 and further replace and approve exhibit 2. Chapter 220, Attachment 1 “City of Saco Property Tax Assistance Programs [Amended 06/3/2019]”.

“I move to approve the order”.
MEMORANDUM

TO: Mayor Lovell and City Council
FROM: Kevin L. Sutherland, City Administrator
DATE: May 16, 2019
RE: Senior Work Benefit Program

Last year, an ad-hoc committee was created to review what is known as the Volunteer Citizen Work-off Program, Article I in Chapter 220: Volunteer Programs of the City Code.

The ordinance makes reference to a policy that the ad-hoc committee, in January, revised and recommended to administration for consideration. In March, staff provided some additional feedback to the attached policy. Administration chose to wait until after the budget process to bring this up for Council consideration.

In April the state approved increasing the program base to match the minimum wage (effective September 30th).

After Monday night’s budget setting vote, $74,672 has been earmarked for property tax relief through these two programs.

With these changes, I would recommend the Council approve the attached policy to give staff additional leverage (as they have been operating the procedures of the tax credit work-off program as written) and at future meetings we look to revise/replace the chapter in the City Code (as it is no longer considered a volunteer program, would also be re-written to include reference the Tax Fairness Credit, and would increase the threshold to 100 times the minimum wage (as of September 30th - $1,100 and as of January 1st – $1,200). We’d still have to work out the details of a pro-rated amount and would update the policy to reflect that as well, but I would consider setting the amount at the $12 dollars an hour now in order to provide flexibility. Fewer residents may be able to take advantage of the program (50 vs. 55), but without approaching it this way an unintended behavior may be that participants only choose to work after the January 1st wage increase to maximize their abatement.
City Code Chapter 220 Attachment 1
City of Saco Property Tax Assistance Programs [Amended 06/3/2019]

A. Applicability. This policy shall apply to the administration of the City Code Chapter 220, Article I, Property Tax Assistance Programs. The Senior Tax Abatement Program Ad Hoc Committee focused our activities on benefits for home owning residents. These programs begin with the fiscal year starting July 1st, 2019.

B. Definitions:
   Homestead: For purposes of this Ordinance, “homestead” shall have the similar meaning as defined in 36 M.R.S.A. § 5219-KK(1)(C). Generally, a homestead is a dwelling owned, (not rented), by the person seeking tax assistance under this Ordinance or held in a revocable living trust for the benefit of that person. The dwelling must be a permanent residence, occupied by that person and that person’s dependents as a home.

   Homestead Exemption: The State of Maine property tax exemption for all individuals who have owned a permanent residence in Maine for twelve (12) months as of April 1. Established by the State of Maine pursuant to 36 M.R.S.A. §683, as may be amended from time to time.

   Property Tax Assistance Program: The program established by the City of Saco under this Ordinance. Also referred to as the “Program.”

   Property Tax Assistance Program Fund: The special revenue fund established by the City of Saco under this Ordinance. Also referred to as the “Program Fund.”

   Property Tax Fairness Credit Program: The property tax credit established by the State of Maine pursuant to 36 M.R.S.A. §5219-KK, as may be amended when appropriate.

C. Purpose. The purpose of these guidelines is to administer Chapter 220, Article I, of the City Code (see § 220-1). The City of Saco understands that the State of Maine sponsored Property Tax Assistance Program in certain instances may not grant the amount of property tax relief for families and individuals that may be necessary.

D. Therefore, the City of Saco has by ordinance adopted these programs:
   i) Property Tax Credit Work-off Program
   ii) Property Tax Fairness Credit Matching Program
E. Program eligibility guidelines. (Current or past participants in the Property Tax Credit Work Off program not eligible under this revision, (i-iii below), shall be deemed eligible. Applicants eligible for both programs, shall choose one program.)

i) Property Tax Credit Work-off Program Eligibility:
   (a) Participant must be age 65 on or before April 1 of the first year of eligibility.
   (b) Participant must have been a legal resident and home owner in the City of Saco for a minimum of 3 years.
   (c) Participant must be the owner of record as of April 1 and reside, full-time, in the dwelling the property tax credit will be applied to. (full-time is defined as minimum 183 days annually)
   (d) Limit of one earned property tax credit per household with respect to Work-off Program.
   (e) Participant must provide proof of Homestead Exemption using a Property Tax Card from the City Assessor’s office will document this requirement.
   (f) Participant's household income, as stated on their filed tax documents or income statement, cannot exceed the average median income for the State of Maine as published by the Federal Department of Housing and Urban Development (See source at end of document.), and the annual tax bill must be more than 4% of household income (based on previous year’s gross income). ***Due to the limited resources available to the City of Saco, annual participation is not guaranteed. Annual participation will be based on the amount of funds certified to the Deputy Tax Collector by the City Council on an annual basis. Applicants will be selected starting with the lowest income eligible applicant to the highest participating each year. ***
   (g) Participants shall be interviewed by the Property Tax Assistance Program Coordinator to determine their suitability for available positions.
   (h) Positions shall be filled on a first come first served basis after suitability is determined.

ii) Tax Fairness Credit Matching Program Eligibility:
   (a) Participant must be age 70 on or before April 1 of the first year of eligibility.
   (b) Participant must be a legal resident and home owner in the City of Saco for a minimum of 10 years.
   (c) Participant must be the owner of record as of April 1 and reside, full-time, in the dwelling the property tax credit match will be applied to. (full-time is defined as minimum 183 days annually)
AGENDA ITEM: E
June 3, 2019
Exhibit Item: 2

(d) Limit of one property tax credit match per household with respect to the Tax Fairness Credit Matching program.

(e) Participant must provide proof of Homestead Exemption using a copy of the Property Tax Card for the City Assessor’s office will document this requirement.

(f) Participant’s household income, as stated on their filed tax documents or income statement, cannot exceed the average median income for the State of Maine as published by the Federal Department of Housing and Urban Development (See source at end of document.), and the annual tax bill must be more than 4% of household income (based on previous year’s gross income). ***Due to the limited resources available to the City of Saco, annual participation is not guaranteed. Annual participation will be based on the amount of funds certified to the Deputy Tax Collector by the City Council on an annual basis. Applicants will be selected starting with the lowest to the highest income applicant participating each year. ***

F. Annual procedures.
   i) The City Human Resources Director or his or her designee is the Program Administrator. The Program Administrator may set the range of dates defining the program year; otherwise, the program will run concurrent with the City’s fiscal year.
   ii) The Program Administrator shall request proposed department headcounts for the upcoming program year by the 1st Monday in February.
   iii) At the first regular Council meeting in April, the City Council will certify to the Finance Director the amount of funds to be added to the commitment overlay for the ensuing year.
   iv) Application deadline shall be third Monday in March or other date as set by the Program Administrator.
   v) All work must be completed by the end of the program year or April 30th.
   vi) Applicant’s certification for work will be done by the Human Resource Department.
   vii) The earned property tax credit will be distributed once at the conclusion of the participant’s volunteer hours or at the end of the program year. The City Payroll Department shall issue a W-2 for the earned property tax credit minus applicable payroll taxes as required under prevailing Federal guidelines.
   viii) An annual report will be submitted by the Program Administrator to the City Council at a regular meeting in June.

G. Human resource procedures.
   i) Participants performing services in return for an earned property tax credit shall be considered “temporary or seasonal employees” and will be covered under the City’s liability insurance. The
City will therefore be liable for damages or injuries to a third party or if the City and/or City employee causes injury to the volunteer.

ii.) As part of the application process the participant shall complete a background reference check authorization form: full name (including maiden name), date of birth, address and social security number.

iii.) Participant shall not drive City vehicles.

iv.) This shall not constitute regular or part-time employment with the City of Saco nor shall it constitute a contract.

v.) Volunteers shall complete all necessary State and Federal Tax forms required for temporary or seasonal employment. (Couples shall select which spouse’s tax identification number shall be provided.)

vi.) Volunteers shall provide a copy of their previous year’s tax filing or other tax documents for income verification purposes.

vii.) Volunteers are responsible for all federal or state tax reporting of earned tax credits from these programs.

H. Tax Fairness Credit Matching Program

i) This program is based on the State Property Tax Fairness Credit and relates to property taxes paid in the preceding calendar year. As part of the application to the City, the applicant shall authorize the City staff to seek documentation from Maine Revenue Services of proof and dollar amount of the State Property Tax Fairness Credit received by applicant.

ii) The Program Administrator shall review application for accuracy, and if an applicant is eligible to participate in the Program. The Program Administrator shall notify an applicant if an application is determined to be incomplete or inaccurate.

iii) The Program Administrator is authorized to match the State Tax Fairness Credit up to $500.00 (first year).

iv) The City Council shall annually determine the number of recipients at a maximum of $500 benefit. The Committee suggests a minimum number of 20 recipients annually.

I. Personal Information collected for the purpose of eligibility in these programs is not subject to FOAA.
STATE OF MAINE

IN THE YEAR OF OUR LORD

TWO THOUSAND NINETEEN

H.P. 59 - L.D. 62

An Act To Enhance the Senior Volunteer Benefit Program

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 36 MRSA §6232, sub-§1-A, as enacted by PL 2007, c. 635, §2, is amended to read:

1-A. Volunteer program. A municipality may by ordinance adopt a program that permits claimants who are at least 60 years of age to earn benefits up to a maximum of $750 or $1,000 or 100 times the state minimum hourly wage under Title 26, section 664, subsection 1, whichever is greater, by volunteering to provide services to the municipality. A program adopted under this subsection does not need to meet the requirements of subsection 1, paragraph B or C. Benefits provided under this subsection must be related to the amount of volunteer service provided. Benefits received under this subsection may not be considered income for purposes of Part 8. A municipality may by ordinance establish procedures and additional standards of eligibility for a program adopted under this subsection.
MEETING ITEM COMMENTARY

AGENDA ITEM: Lease Agreement for 63 School Street - Oasis Club

STAFF RESOURCE: Kevin L. Sutherland, City Administrator

COUNCIL RESOURCE: Councilor Micah Smart

BACKGROUND: The five-year lease agreement that The Oasis Club had with the City of Saco for 63 School Street expired on May 19th. The Oasis Club wishes to renew the lease for two years and have committed to making payment on the $500 they have owed the City. Any fees and interest that The Oasis Club would have owed will be forgiven, starting the new agreement with a zero balance.

EXHIBITS: Lease Agreement

RECOMMENDATION: Staff recommends approval

SUGGESTED MOTION: “Be it Ordered that the City Council waive the fees and interest and authorize the City Administrator to sign a two-year lease agreement with the Oasis Club for 63 School Street.”

“I move to approve the Order”.

CONSENT AGENDA ITEM: F
June 3, 2019
COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into on and as of this ____ day of May, 2019, by and between the City of Saco, a municipal corporation, having a principal place of business at 300 Main Street, Saco, Maine, (hereinafter referred to as “The City” or “Landlord”) and the Oasis Club having a principal place of business at 63 School Street, Saco, Maine and c/o Christian Barner, Esq. Bergen and Parkinson 63 Portland Road, Suite 25, Kennebunk, Maine (hereinafter referred to as “Tenant” or “Oasis”).

WITNESSETH:

1. SUBJECTS REFERRED TO. Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article.

(a) Landlord: City of Saco
   300 Main Street
   Saco, Maine  04072

(b) Tenant: Oasis Club
   P.O. Box 851
   Saco, Maine 04072

(c) Premises: 63 Common Street, Jordan School Building

(d) Permitted Uses: Meeting space

(e) Term Commencement Date: see paragraph 3, below

(f) Term: 2 Years.

(g) Renewal Option: There is no right to renewal. Parties must negotiate.

(h) Base Rent: $100.00 per year.

(i) Security Deposit: Waived.

(j) Utilities: Water, Heat, Telephone, Cable, Internet, and Electricity.

(k) Insurance Coverage: Shall mean bodily injury, fire, casualty and property damage coverage of not less than $1,000,000.00 per occurrence.

(l) Landlord Improvements: see paragraph 2A, below.

(m) Tenant Improvements: see paragraph 2B below.
(n) Assignment/Sublease. Not allowed.

2. PREMISES. The premises is leased as is, where is, without warranty or covenant as to habitability or fitness for use. The Tenant accepts the conditions and expresses the intention to use the premises to hold meetings of more than 1 and not more than the number of people authorized by Fire and Life Safety Codes.

   A. Landlord Improvements. The Landlord shall not be responsible for any improvements.

   B. Tenant Improvements. The Tenant shall maintain the building in compliance with City building, life safety and property maintenance codes:

3. TERM. Tenant shall have and hold the Premises, unless sooner terminated, for a term of two (2) years commencing on the Term Commencement Date. The term shall commence on June 1, 2019.

4. RENT. The yearly rent is to be paid on the Term Commencement Date, and each anniversary of said date thereafter until termination. Payments made more than fourteen (14) days after the due date are subject to a $100.00 late fee, and interest accruing at twelve (12) percent interest.

5. RENEWAL OPTION. Renewal is completely at the sole discretion of the City. Tenant may notice Landlord of its interest to renew at any time during the final year of occupancy.

6. SECURITY DEPOSIT. Waived.

7. COMMON EXPENSES: There shall be no common expenses.

8. UTILITIES. Tenant is responsible for the costs of all water, heat, electricity, telephone, cable and internet services it uses. Tenant shall be responsible for the payment of any deposits or similar charges required to be paid in connection with supply of these services.

9. TRASH. The Landlord shall provide a trash and recycling carts for the premises at a designated location. The Landlord will pick up those carts as part of its solid waste collection programs.

10. PARKING. The Tenant shall maintain, salt, sand and plow as necessary all parking spaces associated with premises.

11. PERMITTED USES.

   (a) The Tenant shall use the premises for the particular business purpose stated in Article 1 (d), Tenant may not use the premises for any other purposes without the
prior written consent of Landlord. No use, trade, occupation or undertaking shall be conducted or commenced in the premises which would be unlawful, improper, noisy or offensive, or contrary to any state of federal law, regulation, or any municipal by-law or ordinance.

(b) It shall be Tenant’s responsibility to assure that any use conducted within the premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes (“City Codes”). The failure of Tenant to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

(c) In no event or circumstance shall Tenant bring onto the premises, or store within it any toxic, explosive, special or hazardous materials or waste, nor in any manner or form violate Maine’s Hazardous Waste Acts (38 MRSA, Sections 1301, et. seq. and 1351 et. seq.); and the following Federal Acts: Comprehensive Environmental Response, Compensation and Liability Act of 1990 (“Cercla”) as Amended; and 42 U.S.C. 6921, et seq. (“Solid Waste Disposal Act”), as Amended.

12. QUIET ENJOYMENT. Tenant shall peacefully and quietly enjoy the leased property for the intended purposes without disturbance of Landlord. It shall be a breach of this Lease for Tenant or any employee, agent or guest of Tenant to cause a disturbance, or to threaten, intimidate or interfere with any third parties at the premises, or the Landlord.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

(a) Tenant shall keep the leased Premises in a neat, clean and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear excepted.

(b) With the exception of these improvements set in Section 2(B), Tenant shall make no other alterations in, or additions or improvements to the Premises, without first obtaining in writing the Landlord’s written consent, to such alterations or improvements.

(c) Any alterations or additions authorized by the Landlord shall be performed with care, in a workmanlike manner, and shall be at Tenant’s cost unless otherwise agreed in writing.

14. INSURANCE AND INDEMNIFICATION.

(a) Tenant agrees to and does hereby indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorney’s and other professional fees, in connection with any loss of life, personal injury and/or damage to property arising from or related in any way to the occupancy or use by Tenant of the building or any part thereof.
(b) At all times after the execution of this Lease, Tenant will take out and keep in force, at its expense, premises liability insurance which provides a minimum of $1,000,000.00 for single claims and not less than an aggregate of $2,000,000.00 of liability coverage per year with respect to personal injury and death. Said insurance shall provide for coverage of all third parties, who might be harmed or injured, or suffer property damage, as a result of any negligent act of the Tenant. Presentation or proof of such coverage shall be due at the execution of this Lease, and upon each yearly anniversary thereafter. The policy shall name Landlord as an additional named insured. Failure to maintain coverage at all times is a material default of this Lease.

15. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Premises shall be damaged by fire or other casualty or condemned by public authority so as to render the same untenantable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord, provided, however, that in case the Premises damaged by fire or any other casualty that the Landlord shall not desire to rebuild, or if the Premises be taken by condemnation, this Lease shall terminate at the Landlord’s option and rent shall be apportioned to the time of such termination. Tenant shall be given prompt notice of any decision not to rebuild, or of condemnation.

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

17. DEFAULT.

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

(i) Tenant shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days, or

(ii) Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within fourteen (14) days after written notice specifying the nature of such default; or

(iii) Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or

(iv) Tenant shall become insolvent, admit in writing its inability to pay its rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.
(b) Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within twenty (20) days after written notice by Tenant to Landlord reasonably specifying the default alleged, and specifying wherein Landlord has failed to correct or abate said default.

18. REMEDIES UPON DEFAULT. In the event of a default, Landlord shall have all remedies under law and equity, as well as those remedies herein set forth below:

(a) Landlord may reenter the demised premises immediately and remove the property of Tenant, store the property in a public warehouse or at a place selected by Landlord, at the expense of Tenant.

(b) Landlord may terminate this lease agreement. Landlord may file suit to recover from Tenant all damages resulting from the breach, including, but not limited to, the cost of recovering the demised premises, the balance of the rent payments remaining due and unpaid under this lease agreement, and any and all attorneys’ fees incurred to enforce its terms and conditions.

(c) Landlord may rent the demised premises or any part of the demised premises for any term at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the demised premises.

(d) In the event Landlord fails to remedy its default within the time permitted, Tenant may invoke any and all remedies provided for under law and equity.

19. ACCESS. The Landlord and its, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the Landlord elects to undertake, or such other purposes as Landlord deems necessary, provided that Landlord provides Tenant with 24-hour advance notice, except for emergencies, in which case Landlord may enter as deemed necessary.

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

To Tenant: Oasis Club  
P.O. Box. 851  
Saco, Maine  04072

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

21. SURRENDER. The Tenant shall at the expiration of this Lease remove all of the Tenant’s goods and effects from the demised premises within seven (7) days. The Tenant shall deliver to
the Landlord all keys, locks thereto; and other fixtures which Landlord does not request Tenant to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty excepted.

22. **NO SMOKING POLICY.** Tenant, employees, agents and guests are prohibited from smoking in any part of the premises except in those locations designated by Landlord, if any.

23. **GOVERNING LAW.** This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

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

**WITNESS:**

___________________________________  ____________________________________

____________________________________  ____________________________________

**TENANT:**

___________________________________  

Signature

___________________________________

Print Name  Print Name

___________________________________

Title

**WITNESS:**

___________________________________  ____________________________________

**CITY OF SACO:**

___________________________________  ____________________________________

Kevin L. Southerland  City Administrator

___________________________________

Print Name
AGENDA ITEM: Asset Forfeiture, State v. $26,609.00 U.S. Currency

STAFF RESOURCE: Deputy Chief Jack Clements

COUNCIL RESOURCE: Councilor Nathan Johnston

BACKGROUND: The Office of the Attorney General requires the legislative body of the municipality involved in any asset forfeiture to publicly vote to approve the acceptance of the assets each time the courts make them available for disposal.

This matter, State of Maine v. $26,609.00 U.S. Currency, involves $6,652.25 that may be transferred to the Saco Police Department on the grounds that the Saco Police Department made a substantial contribution to the investigation of this criminal case.

EXHIBITS:
1. Notification from the Office of the Attorney General
2. York County Superior Court Docket Number ALFSC-CV-17-38

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council does hereby approve, with reference to York County Superior Court Docket # ALFSC-CV-17-38, the transfer of $6,652.25, pursuant to M.R.S.A §5822(4)(A) & §5826(6).”

“I move to approve the Order”.
Saco Police Department  
Chief Raynal Demers  
20 Storer Street  
Saco, ME  04072  

RE: State of Maine vs. $26,609.00 U.S. Currency  
York County Unified Criminal Court Doc. No. ALFSC-CV-17-38 – Civil  
Forfeiture  
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets  

Dear Chief Demers:  

Enclosed please find a draft Approval form for submission to the municipal officers.  

Please inform the municipal officers that:  

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) if subsequently ordered forfeited by the Court;  

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture “approval” and a “continuing resolution” of approval cannot be accepted;  

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) In Rem will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body’s approval only signifies that, if the Defendant(s) In Rem are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) In Rem to a Department, Agency, County or Municipality based upon the “substantial contribution” of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) In Rem or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final
forfeiture is not guaranteed and both the municipal legislative body and the law
enforcement agency involved are cautioned that they should not encumber funds or
property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails
to approve a transfer in a timely manner, any forfeited items shall be transferred to the
State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the
accompanying form is signed by the appropriate person and is “embossed” with the seal of the
municipality. Then, please return the original to me for filing, and retain a copy for your
records.

My sincere thanks for your attention to this matter. Should you have any questions,
please do not hesitate to contact me.

Sincerely,

John Risler
Assistant Attorney General

Enclosure
STATE OF MAINE

York, ss

UNIFIED CRIMINAL COURT
Docket No. ALFSC-CV-17-38

State of Maine                               )

v.                                             )

$26,609.00 U.S. Currency                       )

Defendant(s) In Rem;                          )

{                                           )

Erick L. Adams Brimage                        )

Vanessa Irizarry                              )

Potential Parties-in-Interest                 )

{                                           )

Municipality of Saco                          )

Approval of Transfer                          )

15 M.R.S.A. §5822(4)(A)                        )

NOW COMES the municipality of Saco, Maine, by and through its municipal
officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5822(4)(A) &
§5826(6) to the transfer of the above captioned Defendant(s) In Rem ($6,652.25 U.S.
Currency), or any portion thereof, on the grounds that the Saco Police Department did
make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Saco, Maine does hereby approve of the
transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. §
5822(4)(A) & §5826(6) by vote of the Saco municipal legislative body on or about

______________________________

Dated: ______________________

Municipal Officer
Saco, Maine

(Impress municipal legislative body seal here)
CONSENT AGENDA ITEM COMMENTARY

AGENDA ITEM: Asset Forfeiture, State v. Lindsay Duffy-Stanley

STAFF RESOURCE: Deputy Chief Jack Clements

COUNCIL RESOURCE: Councilor Alan Minthorn

BACKGROUND: The Office of the Attorney General requires the legislative body of the municipality involved in any asset forfeiture to publicly vote to approve the acceptance of the assets each time the courts make them available for disposal.

This matter, State v. Lindsay Duffy-Stanley, involves the forfeiture of a 2009 Honda Accord.

EXHIBITS: 1. Notification from the Office of the Attorney General
2. York County Superior Court Docket Number CR-18-326 – Criminal Forfeiture

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council does hereby approve, with reference to York County Superior Court Docket #CR-18-326 Criminal Forfeiture, the transfer of a 2009 Honda Accord to the City of Saco, pursuant to 15 M.R.S. §8524(3).”

“I move to approve the Order”.

Saco Police Department
Chief Raynal Demers
20 Storer Street
Saco, ME 04072

RE: State of Maine vs. Lindsay Duffy-Stanley
York County Superior Court Doc. No. CR-18-326 - Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Demers:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) if subsequently ordered forfeited by the Court;

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture “approval” and a “continuing resolution” of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) In Rem will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body’s approval only signifies that, if the Defendant(s) In Rem are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) In Rem to a Department, Agency, County or Municipality based upon the “substantial contribution” of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) In Rem or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law
enforcement agency involved are cautioned that they should not encumber funds or
property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails
to approve a transfer in a timely manner, any forfeited items shall be transferred to the
State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the
accompanying form is signed by the appropriate person and is “embossed” with the seal of the
municipality. Then, please return the original to me for filing, and retain a copy for your
records.

My sincere thanks for your attention to this matter. Should you have any questions,
please do not hesitate to contact me.

Sincerely,

[Signature]
Kyle Myska
Assistant Attorney General

Enclosure
STATE OF MAINE
York, ss

UNIFIED CRIMINAL COURT
Docket No. CR-18-326

State of Maine

v.

Municipality of Saco

Approval of Transfer

15 M.R.S.A. §5824(3) & §5822(4)(A)

Lindsay Duffy-Stanley,
Defendant;

And

One 2009 Honda Accord,
VIN #: 1HGCS128X9A005795
Defendant(s) In Rem

NOW COMES the municipality of Saco, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) In Rem, or any portion thereof, on the grounds that the Saco Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Saco, Maine does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Saco municipal legislative body on or about

Dated: ______________________

Municipal Officer
Saco, Maine

(Imprint municipal legislative body seal here)
AGENDA ITEM: (Public Hearing) Renewal Application for Special Entertainment Permit – Biddeford Saco Country Club

STAFF RESOURCE: Michele L. Hughes, City Clerk

COUNCIL RESOURCE: Councilor Lynn Copeland

BACKGROUND: The Biddeford Saco Country Club has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

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

EXHIBITS: Special Entertainment Permit

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “I move to open the Public Hearing.”

“I move to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by the Biddeford Saco Country Club for a Special Entertainment permit to be concurrent with the establishment’s current liquor license”.

“I move to approve the Order.”
PERMIT TO BE DISPLAYED

MUNICIPALITY: Saco  COUNTY: York, Maine

Fee Paid: 240.00  Date Paid: 4-30-19

Special Entertainment Permit

This permit is hereby granted upon condition that the licensed premises do not violate the above statute or any ordinance, rules or regulations promulgated pursuant thereto.

Licensee’s Name: Biddeford Saco Country Club

Business Name: Biddeford Saco Country Club

Location of Premises: 101 Old Orchard Road

P.O. Box Address: PO Box 448

Municipality: Saco

Description of Premises: Country Club

Facilities Required: N/A

Hours Permit is Effective: 12:00 PM to 12:00 AM

Type(s) of music, dancing, entertainment permitted:
Live Bands - Dancing - Karaoke

This permit expires December 31, 2019, unless revoked by the Municipal Officials.

Dated at the City of Saco this day of _, 2019

Mayor

Certified True Copy

Municipal Clerk

Council members
of the City of Saco
MEETING ITEM COMMENTARY

AGENDA ITEM:  (Public Hearing) Renewal Application for Special Entertainment Permit – The Run of the Mill

STAFF RESOURCE:  Michele L. Hughes, City Clerk

COUNCIL RESOURCE:  Councilor Nathan Johnston

BACKGROUND:  Island Brewing LLC d/b/a The Run of the Mill has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

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

EXHIBITS:  Special Entertainment Permit

RECOMMENDATION:  Staff recommends approval.

SUGGESTED MOTION:  “I move to open the Public Hearing.”

“I move to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by Island Brewing LLC d/b/a The Run of the Mill for a Special Entertainment permit to be concurrent with the establishment’s current liquor license.”

“I move to approve the Order.”
PERMIT TO BE DISPLAYED

MUNICIPALITY: Saco   COUNTY: York, Maine

Fee Paid: $50.00 Date Paid: 5-3-2019

Special Entertainment Permit

This permit is hereby granted upon condition that the licensed premises do not violate the above statute or any ordinance, rules or regulations promulgated pursuant thereto.

<table>
<thead>
<tr>
<th>Licensee’s Name:</th>
<th>The Run of the Mice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
<td>Island Brewing, LLC</td>
</tr>
<tr>
<td>Location of Premises:</td>
<td>100 main st, Saco</td>
</tr>
<tr>
<td>P.O. Box Address:</td>
<td></td>
</tr>
<tr>
<td>Municipality:</td>
<td>Saco</td>
</tr>
<tr>
<td>Description of Premises:</td>
<td>Restaurant &amp; Brewpub</td>
</tr>
<tr>
<td>Facilities Required:</td>
<td></td>
</tr>
<tr>
<td>Hours Permit is Effective:</td>
<td>11:30 AM to 1:00 AM</td>
</tr>
<tr>
<td>Type(s) of music, dancing, entertainment permitted:</td>
<td>live music, no dancing</td>
</tr>
</tbody>
</table>

This permit expires July 1, 2020 unless revoked by the Municipal Officials.

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

____________________________   ______________________________
Mayor

Certified True Copy
____________________________     ______________________________

Municipal Clerk
MEETING ITEM COMMENTARY

AGENDA ITEM: Park North Contract Zone: Amendment Request

COUNCIL RESOURCE: Councilor Roger Gay

STAFF RESOURCE: Emily Cole-Prescott, City Planner

BACKGROUND: Elliott Chamberlain, applicant, had requested a contract zone amendment to add the uses of “offices of contractors and tradesmen” and “contractors” to the Park North Contract Zone (Contract Zone Agreement by and between Park North Development LLC and Preston Properties LLC and the City of Saco dated December 20, 2005, amended through October 17, 2016).

At their meeting on March 19, 2019, the Planning Board reviewed the contract zone amendment request and forwarded a positive recommendation to the City Council for the following:

- Add “Offices of Contractors and Tradesmen” as a permitted use to parcel two of the Park North Contract Zone;
- Add “Contractors” as a conditional use to parcel two of the Park North Contract Zone

EXHIBITS:
1. Memo to City Council dated May 14, 2019
2. Contract Zone Amendment Request from Preston Properties dated February 25, 2019
3. Planning Board Minutes of March 19, 2019 Meeting
4. Compliance Summary of the Park North Contract Zone revised through March 19, 2019
5. Park North Seventh Amended Subdivision Plan (for reference)

RECOMMENDATION: The Planning Board has forwarded a positive recommendation to the City Council.

SUGGESTED MOTION: "I move to approve the First Reading and adopt the findings in the contract zone document entitled, 'Contract Zone Agreement by and Between Park North Development, LLC and Preston Properties, LLC and the City of Saco,' dated December 20, 2015 and amended on September 3, 2013 and October 17, 2016 and to schedule a Public Hearing on June 17, 2019."
TO: City Council
FROM: Emily Cole-Prescott, City Planner
CC: Elliott Chamberlain, Applicant
DATE: May 14, 2019
RE: Park North Contract Zone Amendment Request

In February 2019, Elliott Chamberlain had requested the Planning Board’s review of an amendment to the Contract Zone Agreement by and between Park North Development LLC and Preston Properties LLC and the City of Saco dated December 20, 2005, amended through October 17, 2016 (also known as the Park North Contract Zone), to add the use of “contractors” and “office of contractors and tradesmen” as permitted uses to Parcel 2.

One of the two requested uses, “offices of tradesmen and contractors,” is a currently permitted use in the MU-3 zone, where the property is located. However, both uses are not listed in the current contract zone, and development of this property is limited to those uses listed in the contract zone.

As the Council is aware, Elliott Chamberlain has two contract zone agreements with the City, and this agreement, the larger of the two, includes the parcels that are labeled “P.N.C.Z.” on the attached plan, which the applicant had used to previously amend the Cascade Contract Zone.

At their meeting on March 19, 2019, the Planning Board forwarded a positive recommendation of the following to the City Council:

1. “Offices of contractors and tradesmen” be added to parcel two of the Park North Contract Zone as a permitted use;
2. “Contractors” be added to parcel two of the Park North Contract Zone as a conditional use.

It should be noted that staff provided the Planning Board with a compliance summary of the Park North Contract Zone at their meeting on March 19, 2019. Attached are the summary, the initial request and Planning Board minutes of the March 19th meeting for your reference.

In addition, staff recommends that the City Council have a broader, follow-up conversation at an upcoming Council meeting to review amendments to the Park North Contract Zone Agreement and underlying subdivision plan (as previously discussed at the November 13, 2018 Council workshop). Staff looks forward to providing additional documentation for an upcoming meeting.
February 25, 2019

Emily Cole-Prescott, City Planner
City of Saco
300 Main Street
Saco, ME 04072

Subject: Contract Zone Agreement for Eastview Parkway Amendment Request

Emily,

This is our request for an Amendment to the Park North and Preston Properties Contract Zone Agreement for Eastview Parkway (originally dated December 20, 2005).

Our request is for a change to the Permitted Uses for Parcel 2. We have a potential commercial customer that would like to build on Parcel 2. Please consider adding these two Permitted Uses:

#34 Contractors
#35 Office of Contractors and Tradesmen

Let us know if you need anything additional information.

Regards,

Elliott Chamberlain
President
Preston Properties, LLC
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 October 17, 2016

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985 and amended through March 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-tenant 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:**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size</td>
<td>7,500 Square Feet</td>
</tr>
<tr>
<td>Minimum Street Frontage</td>
<td>50 feet</td>
</tr>
<tr>
<td>Minimum Front Yard</td>
<td>50 feet for the front yard facing Route 1 if any, 20 feet for all other front yards</td>
</tr>
<tr>
<td>Minimum Side Yard</td>
<td>20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district</td>
</tr>
<tr>
<td>Minimum Rear Yard</td>
<td>20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>60 feet</td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>40%</td>
</tr>
<tr>
<td>Minimum Lot Area/D.U.</td>
<td>1,250 s.f.</td>
</tr>
<tr>
<td>Density</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**PARCEL 2:**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size</td>
<td>20,000 Square Feet</td>
</tr>
<tr>
<td>Minimum Street Frontage</td>
<td>100 feet</td>
</tr>
<tr>
<td>Minimum Front Yard</td>
<td>75 feet for the front yard facing Route 1 if any, 30 feet for all other front yards</td>
</tr>
<tr>
<td>Minimum Side Yard</td>
<td>20 feet for Lots abutting a residential or conservation district; 15 feet for Lots not abutting a residential or conservation district</td>
</tr>
<tr>
<td>Minimum Rear Yard</td>
<td>20 feet for Lots abutting a residential or conservation district; 15 feet for Lots not abutting a residential or conservation district</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>45 feet</td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>40%</td>
</tr>
<tr>
<td>Density</td>
<td>N/A</td>
</tr>
</tbody>
</table>
### PARCEL 3:

<table>
<thead>
<tr>
<th>Minimum Lot Size:</th>
<th>7,500 Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Street Frontage:</td>
<td>50 feet</td>
</tr>
<tr>
<td>Minimum Front Yard:</td>
<td>20 feet (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Minimum Side Yard:</td>
<td>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)</td>
</tr>
<tr>
<td>Minimum Rear Yard:</td>
<td>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)</td>
</tr>
<tr>
<td>Maximum Building Height:</td>
<td>45 feet</td>
</tr>
<tr>
<td>Maximum Lot Coverage:</td>
<td>40%</td>
</tr>
<tr>
<td>Density:</td>
<td>Not more than 120 units</td>
</tr>
<tr>
<td>Minimum Lot Area/Dwelling Unit</td>
<td>3,000 Square feet</td>
</tr>
</tbody>
</table>

Minimum Net Residential Density for multi-family dwellings 1,250 sq. ft. per unit

### PARCEL 4:

<table>
<thead>
<tr>
<th>Minimum Lot Size:</th>
<th>7,500 Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Street Frontage:</td>
<td>50 feet</td>
</tr>
<tr>
<td>Minimum Front Yard:</td>
<td>10 feet (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Minimum Side Yard:</td>
<td>10 feet (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Minimum Rear Yard:</td>
<td>10 feet (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Maximum Building Height:</td>
<td>35 feet</td>
</tr>
<tr>
<td>Maximum Lot Coverage:</td>
<td>40%</td>
</tr>
<tr>
<td>Density:</td>
<td>Not more than 300 units</td>
</tr>
<tr>
<td>Minimum Lot Area/Dwelling Unit</td>
<td>12,500 sq. ft.</td>
</tr>
</tbody>
</table>

Minimum Net Residential Density 1 lot or unit per 7,500 sq. ft.
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 superseded 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. Reserved.

2. One caretaker's apartment within a non-residential use

3. Hotels and Motels

4. Retail Businesses and Uses with no more than 80,000 s.f. of floor area

5. Accessory retail sales of goods manufactured on the premises

6. Artist and crafts person studios

7. Eating establishments

8. Eating and Drinking establishments

9. Health and Fitness Clubs

10. Private Clubs

11. Financial Institutions with drive through

12. Professional Offices

13. Business Offices

14. Personal Services

15. Business Services

16. Repair Services

17. Multi-family housing, no units within 600 feet of Rte. One right of way.

18. Health care clinics for humans

19. Hospitals

20. Essential Services

21. Animal hospitals and veterinarian offices

22. Any use permitted in the Resource Protection District

23. Accessory Uses

24. Municipal Uses

25. Public Utility Building

26. Quasi-public Uses

27. Public parks and playgrounds

28. Public Schools

29. Private Schools

30. Commercial Schools

31. Nursery Schools

32. Day care center

33. Adult day care centers, Types 1 and 2

CONDITIONAL USES:

1. Car washes

2. Indoor recreation/amusement centers

3. Enclosed sports facilities

4. Reserved

5. Commercial recreation

6. Radio and TV antennas
PARCEL 2:

PERMITTED USES:

1. Hotels and Motels
2. Accessory retail sales of goods manufactured on the premises
3. Eating establishments
4. Eating and Drinking establishments
5. Accessory food service facilities
6. Artist and crafts person studios
7. Health and Fitness Clubs
8. Financial Institutions with drive through
9. Professional Offices
10. Business Offices
11. Business Services
12. Private Clubs
13. Health care clinics for humans
14. Research and testing laboratories
15. Any use permitted in the Resource Protection District
16. Accessory uses
17. Essential services
18. Municipal uses
19. Public Utility Building
20. Quasi-public uses
21. Public parks and playgrounds
22. Commercial Schools
23. Nursery Schools
24. Day care center
25. Adult day care centers, Types 1 and 2
26. Retail uses with less than 15,000 square feet of gross floor area
27. Funeral Homes
28. Personal Services
29. Reserved
30. Indoor Recreation/Amusement Center
31. Reserved
32. Agriculture
33. Self-Service Storage Facilities
34. Outdoor Recreation

35. Contractors
36. Office of Contractors and Tradesmen

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
2. Professional Offices
3. Businesses Offices and Services
4. Reserved
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
13. Any use permitted in the Resource Protection District
14. Home occupations
15. Accessory recreational uses
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.
PARCEL 4:

PERMITTED USES:

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

CONDITIONAL USES:

1. 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 Maine 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. Phase One of the trail system shall be completed by Nov. 1, 2017.

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.

17. Payment in full of the off-site mitigation fee of $50,000.00 required by the Maine DOT as part of the Traffic Movement Permit for Park North shall be made to the City no later than April 1, 2017, for safety improvements on U.S. Route One in the vicinity of Ross Road as specified by the MDOT.

18. Payment in full of the $50,000 payment as required by the Cascades Contract Zone, approved by the City Council on Sept. 5, 2006 and approved for amendment by the City Council on Dec. 22, 2014, shall be made to the City for the purpose of trail development and construction on said Gift Lot no later than April 1, 2017.

19. As stated in the 2011 Conditions of Approval for the parcel identified as Tax Map 62, Lot 1-0-1, in order to provide for safe, convenient pedestrian access, the applicant and/or property owner are responsible for the construction of a public sidewalk along the Cascade Road frontage of the subject parcel, from its intersection with Waterfall Drive to the easterlymost corner of the parcel at Cascade Road. Said sidewalk shall be designed to the satisfaction of the Department of Public Works no later than April 1, 2017, and constructed no later than November 1, 2017. If proposed within the Cascade Road right of way, the applicant is responsible for securing any required easements.

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 October 17, 2016.

CITY OF SACO

By:  
Kevin L. Sutherland
City Administrator

PRESTON PROPERTIES, LLC

By:  
R. Elliott Chamberlain
Authorized Member

PARK NORTH DEVELOPMENT, LLC

By:  
R. Elliott Chamberlain
Authorized Member
Approved Minutes  
Planning Board  
Tuesday, March 19, 2019  
5:30 PM Workshop/6:00 PM Regular Meeting  
City Hall Conference Room (First Floor)

Present for the Board: Acting Chair Don Girouard; Peter Scontras; Joyce Leary Clark; Matt Provencal; Jeff Brochu; Alyssa Bouthot  
Absent for the Board: Chair Neil Shuster  
Also Present: Roger Gay, City Council Liaison; Joe Laverriere, City Engineer; Dave Pendleton, Deputy Fire Chief; Emily Cole-Prescott, City Planner

Workshop – 5:30 PM

1. Flag Pond Road (Map 92 Lot 19) – Sketch Plan Review of 4 proposed lots: Applicants Chris Hollis and Paul Hollis were present to review the sketch plan with the Planning Board. The Board reviewed the sketch plan and offered general, non-binding feedback to the applicants. The applicants will receive a written report with comments from the PDRC, Planning Board and City Staff.

2. Review of Private Roads: The Board reviewed this matter. E. Cole-Prescott will return to the Board with additional research on this topic.

Note: Regular meeting is audio recorded. These audio records will be posted on the City’s website and available for public review within one week of the meeting.

Regular Meeting – 6:00 PM

1. Minutes of March 5, 2019 Meeting: Peter Scontras moved to approve the minutes of the March 5, 2019 meeting as presented. Joyce Leary Clark seconded the motion, and it carried unanimously.

2. Public Hearing: 4 Cascade Road (Tax Map 62 Lot 2-1): Continued Site Plan Review of proposed 6,000 square ft. commercial building  
   - Applicant: Amari Holdings  
   - Zone: MU-3 & Contract Zone  
E. Cole-Prescott indicated that the request is to table the application until the next meeting, as the applicant has submitted a subdivision amendment application for the Board’s next meeting, to be reviewed in addition to the pending site plan review application. Joyce Leary Clark moved to table the application for the proposed Amari commercial building to the next meeting on April 2, 2019. Peter Scontras seconded the motion, and it carried unanimously.

3. Public Hearing: Review of proposed amendment to Contract Zone (Contract Zone Agreement by and between Park North Development LLC and Preston Properties LLC and the City of Saco)
Applicant: Preston Properties, LLC
Elliott Chamberlain, representing Preston Properties LLC and Park North was present for this application.

Overview: E. Cole-Prescott introduced the contract zone amendment application, indicating that the purpose of the amendment request is to add the uses of “contractors” and “offices of contractors and tradesmen” to parcel 2 of the Park North Contract Zone. E. Cole-Prescott indicated that “offices of contractors and tradesmen” is a permitted use in the underlying MU-3 zoning district. E. Cole-Prescott also shared with the Board a copy of the compliance summary compiled to outline what conditions of approval of the Park North Contract Zone have been completed, in progress, and yet to be done.

Discussion: Acting Chair Girouard expressed the differences of the definitions of “contractors” and “offices of contractors and tradesmen” as found in the definitions section of the Zoning Ordinance. He noted future uses on the site could become quite large and disruptive to the residential neighborhood in the mixed-use zone environment, and mentioned this for the Board’s consideration. He noted outside storage is allowed with the contractors use but not with the offices of contractors and tradesmen use. Other Board members discussed the differences of the uses, and how the uses could potentially impact the area. Alyssa Bouthot suggested adding “contractors” as a conditional use, and “offices of contractors and tradesmen” as a permitted use. This would require “contractors” uses to be reviewed per section 230-901 of the Zoning Ordinance, along with any applicable requirements of the site plan review provisions.

Public Hearing: Alyssa Bouthot moved to open the public hearing on this contract zone amendment request. Peter Scontras seconded the motion, and it carried unanimously.

Roger Gay, City Council Liaison, asked questions about the progress of the trail system, and Elliott Chamberlain replied that the trail system is underway. There was no other public comment.

Alyssa Bouthot moved to close the public hearing. Jeff Brochu seconded the motion, and it carried unanimously.

Discussion: The Board discussed the proposed amendment, and Jeff Brochu clarified that “contractors” would be considered a conditional use subject to section 230-901 of the Zoning Ordinances and site plan review ordinance standards, and “offices of contractors and tradesmen” would be a permitted use, which would require applicable site plan review standards per the ordinance.

Joyce Leary Clark moved that the Board finds the proposed amendment to the contract zone agreement by and between Park North Development LLC and Preston Properties LLC and the City of Saco to add the use of “offices of contractors and tradesmen” as a permitted use and to add “contractors” as a conditional use to Parcel 2 of the Park North Contract Zone, consistent with findings previously made by the Board in the original contract zone, as amended. Matt Provencal seconded the motion. The Board discussed the motion.

Joyce Leary Clark moved to amend her motion to move that the Board finds the proposed amendment to the contract zone agreement by and between Park North
Development LLC and Preston Properties LLC and the City of Saco to add the use of “offices of contractors and tradesmen” as a permitted use and the use of “contractors” as a conditional use to Parcel 2 of the Park North Contract Zone Agreement, consistent with findings previously made by the Board in the original contract zone agreement. Additionally, the Board finds that the proposed use of “offices of contractors and tradesmen” is a permitted use in the underlying MU-3 zone of Parcel 2. These uses are intended to follow the definitions as found in the current Zoning Ordinance, on record as of March 19, 2019. Therefore, the Board makes a positive recommendation of this amendment request to the City Council. Matt Provencal seconded the amended motion, and it carried, 5-1, with Jeff Brochu in opposition.

4. Adjournment: Without objection, the Board adjourned at 7:02 PM.
### Compliance Summary: Park North Contract Zone

**Exhibit Item:** 4

**June 3, 2019**

<table>
<thead>
<tr>
<th>Item</th>
<th>Number/Reference</th>
<th>Park North Contract Zone</th>
<th>Completed</th>
<th>To Be Done</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>All structures constructed, located renovated, reconstructed to be on water &amp; City sewer</td>
<td>III.2</td>
<td>✓</td>
<td>✓</td>
<td>Per email from Elliott Chamberlain dated 03/19/19: He has expressed that he will convey the land labeled Site A and B.</td>
<td></td>
</tr>
<tr>
<td>Land to be conveyed turned over to City within 3 years after first CO issued for any dwelling unit or commercial structure</td>
<td>III.3</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development subject to Site Plan/Subdivision review if applicable</td>
<td>III.4</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subject to all applicable City, State and Federal permit requirements</td>
<td>III.5</td>
<td>✓</td>
<td>✓</td>
<td>Original TMP sunset; Applicant will submit new TMP application per emails with Director</td>
<td></td>
</tr>
<tr>
<td>Agreement on design, financing and construction of sewer system with City before approvals</td>
<td>III.6</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street providing access to parcel 1.3.4 shall not cross the brook</td>
<td>III.7</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant to construct offroad trail system with City’s consultation, with phase one completed by 31/02/2017</td>
<td>III.8</td>
<td>✓</td>
<td>✓</td>
<td>Applicant submitted trail plan, but did not comply with original date for completion</td>
<td></td>
</tr>
<tr>
<td>Applicant to receive PB approval within one year of contract zone agreement</td>
<td>III.9</td>
<td>✓</td>
<td>✓</td>
<td>Initial PB approval was completed within required timeline</td>
<td></td>
</tr>
<tr>
<td>Sewer availability to the northern segment of Ridge 1 &amp; potential interconnection of public streets between property &amp; Cascade Rd</td>
<td>III.10</td>
<td>✓</td>
<td>✓</td>
<td>Sewer at Waterfall Drive; not yet at Eastview Parkway</td>
<td></td>
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<tr>
<td>Payment in full of off-site mitigation fee of $50K no later than 04/01/2017 for safety improvements on Us 11 in vicinity of Ross Rd</td>
<td>III.11</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment in full of $50K for Cascade Contract Zone, no later than 04/01/2017</td>
<td>III.12</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
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<tr>
<td>Construction of public sidewalk along Cascade Rd fromage of subject parcel from intersection w/ Waterfall Dr &amp; easterly most corner of the parcel</td>
<td>III.13</td>
<td>✓</td>
<td>✓</td>
<td>This was not completed within the required timeline of the CZA.</td>
<td></td>
</tr>
</tbody>
</table>

**Designated to satisfaction of Public Works by 04/01/2017, constructed no later than 11/01/2017**