

**STATE OF MAINE**

**COUNTY OF YORK**

**CITY OF SACO**

The following are minutes of the July 17, 2006 Council Meeting.

- I. **CALL TO ORDER** – On Monday July 17, 2006, at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.
- II. **ROLL CALL OF MEMBERS** – Mayor Johnston conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: David Tripp, Leslie Smith, Jr., Ronald Morton, Roland Michaud, Arthur Tardif, Eric Cote and Jesse McDougal.

Richard R. Michaud, City Administrator and Lucette S. Pellerin, City Clerk were also in attendance this evening.

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF MINUTES:**

Minutes were not presented this evening.

- V. **GENERAL:** Presentation of Plaque to Richard Bourque for 25 Years of Service to the City of Saco

Police Chief Bradley Paul asked that Richard Bourque please come forward to accept a plaque in recognition of his twenty-five (25) years of service as a Police Officer for the City of Saco. Officer Bourque came to the City of Saco as a reserve officer in 1981.

During his career with the City, Officer Bourque has received commendations for heroism on two (2) occasions, once in 1985 and most recently in 2005. Officer Bourque has been an exemplary member of the Saco Police Department.

**VI. AGENDA ITEMS:**

- A. **(Public Hearing)** CDBG Business Assistance Grant for Saunders Electronics

On May 13, 2006, the City Council held a public hearing and approved a Community Development Block Grant (CDBG) application for Saunders Electronics. The grant application was successful in obtaining \$400,000 in federal money for the industrial park firm's expansion.

As part of the Phase II requirements for the grant, another hearing is required. The Council has held two previous hearings on this item.

The company has designed and made electronic controls in the Saco Industrial Park for

nearly two decades. The specialty, high tech manufacturing work has grown steadily and the company is poised for more expansion. The next step is the purchase of machinery that will permit lead free soldering.

The CDBG grant will help the company add 14 jobs. The company will add 3000 square feet mezzanine within its plant. Most aspects of the grant administration are routine, but one involving job creation responsibility should be brought to the Council's attention.

Councilor Smith moved, Councilor Tardif seconded, to open the Public Hearing on the CDBG Business Assistance Grant to Saunders Electronics. The motion passed with seven (7) yeas

There being no comments from the public Councilor Smith moved, Councilor Tardif seconded, to close the Public Hearing on the CDBG Business Assistance Grant to Saunders Electronics. The motion passed with seven (7) yeas.

**B. (Public Hearing) License Renewal - Land Application of Stabilized Sludge at the Dupuis Farm**

The Dupuis site on the Buxton Road has been used for land application of stabilized sludge for a number of years, and is allowed by permit by the council in accordance with City Ordinance since the 1980s.

The landowner Lynn-Marie Plouffe and their contractor New England Organics is seeking to renew this license. City Ordinance Article V. Section 181-41(G) requires Council to schedule a public hearing for review of the application.

Councilor Smith moved, Councilor Michaud seconded, to open the Public Hearing on the request for the renewal of an existing license for Land Application of Stabilized Sludge at the Dupuis Farm. The motion passed with seven (7) yeas.

There being no comments from the public Councilor Smith moved, Councilor Michaud seconded to close the Public Hearing on the request for the renewal of an existing license for Land Application of Stabilized Sludge at the Dupuis Farm, and Be it Ordered that the City Council approve the renewal of said license. Further move to approve the Order. The motion passed with seven (7) yeas.

**C. (Public Hearing) Liquor License Renewals / Entertainment Permit - Sarges' Tailgate Grill**

**Pit Road Enterprise d/b/a Sarges' Tailgate Grill** has applied for their liquor license to be renewed for a term of one year.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with M.R.S.A., Title 28-A, Subsection 653 and in accordance with Saco City Code, Chapter 93, Entertainment sub-section 93-2.

Councilor Tardif moved, Councilor Smith seconded, to open the Public Hearing on the renewal of Sarges' Tailgate Grill Liquor License and Entertainment Permit for a term of one year. The motion passed with seven (7) yeas.

There being no comments from the public, Councilor Tardif moved, Councilor Smith seconded, to close the Public Hearing and Be it Ordered that the City Council grant the renewal of Sarges' Tailgate Grill Liquor License and Entertainment Permit for a term of one year. Further move to approve the Order. The motion passed with seven (7) yeas.

#### D. Public Safety Answering Points Consolidation Agreement

The legislature has directed the Maine Public Utilities Commission (MPUC), which oversees the Emergency Services Communications Board (ESCB) and the statewide Public Safety Answering Points (PSAP) E-9-1-1 system, to reduce the number of state-funded (PSAP's) by roughly half. The MPUC determined that York County should have three state-funded centers, and all communities were directed to submit plans reflecting consolidation agreements to the ESCB by July 1, 2006.

This issue was discussed in workshop on June 5, 2006. At that time we were in discussion with more than one entity interested in providing these services for Saco. We feel strongly that given our strong relationship with the City of Biddeford and an extensive history of cooperation in areas that provide mutual benefit for both communities, it makes good sense to partner with them for the administration of our PSAP needs.

Councilor McDougal moved, Councilor Smith seconded, that it be Ordered that the City Council approve the interlocal agreement with the City of Biddeford titled, "**Interlocal Cooperation Agreement for Biddeford- Saco Public Safety Answering Point, dated 06/21/2006**", and further move to authorize the City Administrator to execute said agreement. Further move to approve the order. The motion passed with seven (7) yeas.

#### E. Baldwin Pine Tree Zone Endorsement

Many of the state's economic development resources are delivered through the Pine Tree Zone (PTZ) program. This program requires the designation of eligible areas.

Saco was part of the original group, which mapped large portions of the City's industrial areas for the program; two local companies have since benefited.

The Town of Baldwin was not among the original southern Maine communities with mapped areas, and is now seeking approval to add 110 acres. A vote by the other towns

in the Southern Maine Development District is required to help Baldwin.

Councilor Tripp moved, Councilor Morton seconded, that it be Ordered that the City Council endorse the Town of Baldwin's application to add 110 acres to the Southern Maine Pine Tree Zone. Further move to approve the Order. The motion passed with six (6) yeas and one (1) nay. Councilor Tardif voted in the negative.

## VII. CONSENT AGENDA ITEMS:

### A. (First Reading) Code Amendment Group Insurance Plan

The City of Saco hereby ordains and approves the First Reading of the code amendment described in the document entitled, 'Personnel Ordinance, Chapter IV Fringe Benefits § 34-25. Group Insurance Plan, dated June 26, 2006'; and further moves to set the Public Hearing for August 21, 2006'.

### **Personnel Ordinance, Chapter IV Fringe Benefits § 34-25. Group Insurance Plan, dated June 26, 2006**

(Wording to be deleted is indicated by ~~strikethrough~~ while new wording is underlined)

#### **§ 34-25. Group Insurance Plan.**

A. The city will provide a Maine Municipal Association (MMA) group insurance plan, which provides Maine Municipal Employee's Health Trust medical coverage and, in addition, major medical coverage. The city's MMA Employees Health Trust coverage and level of service shall be established by the City Council.

B. ~~Beginning January 1, 2005, employees will be required to participate in one of the plans adopted below:~~

1. ~~The City will pay one hundred percent (100%) of the employee's premium and eighty percent (80%) of the difference between the single and dependent coverage. The City and the employee will share any anticipated premium increase for coverage on a seventy five percent (75%) city and twenty five percent (25%) employee. This amount shall be accumulative from year to year.~~
2. The City will pay one hundred percent (100%) of the employee's premium and seventy-five percent (75%) of the difference between the single and dependent coverage.

B.

1. Beginning January 1, 2007 employees covered under the Maine Municipal Employee Health Trust Point of Service Plan shall split the monthly health premium

ninety (90%) percent employer and ten (10%) percent employee basis for all of the coverage levels (single, family, employee with children and employee and spouse).

Beginning January 1, 2007 employees covered under the Maine Municipal Employee Health Trust Indemnity Plan shall split the monthly health premium ninety (90%) percent employer and ten (10%) percent employee basis for all of the coverage levels (single, family, employee with children and employee and spouse). The ninety (90%) of the premium coverage covered shall be based upon the Maine Municipal Employee's Health Trust's Comprehensive Point of Service Plan.

2. Beginning January 1, 2008 employees covered under the Maine Municipal Employee Health Trust Point of Service Plan shall split the monthly premium eighty-eight (88%) percent employer and twelve (12%) percent employee basis for all of the coverage levels (single, family, employee with children and employee and spouse).

Beginning January 1, 2008 employees covered under the Maine Municipal Employee Health Trust Indemnity Plan shall split the monthly premium eighty-eight (88%) percent employer and twelve (12%) percent employee basis for all of the coverage levels (single, family, employee with children and employee and spouse). The eighty-eight (88%) percent of the premium coverage covered shall be based upon the Maine Municipal Employee's Health Trust's Comprehensive Point of Service Plan.

3. Beginning January 1, 2009 employees covered under the Maine Municipal Employee Health Trust Point of Service Plan shall split the monthly health premium eighty-five (85%) percent employer and fifteen (15%) percent employee. The eighty-eight (88%) of the premium coverage covered shall be based upon the Maine Municipal Employee's Health Trust's Comprehensive Point of Service Plan, including the dental/optical benefit provided to other city employees.

Beginning January 1, 2009 employees shall split the monthly premium eighty-five (85%) percent employer and fifteen (15%) percent employee. The eighty-five (85%) percent of the premium coverage covered shall be based upon the Maine Municipal Employee's Health Trust's Comprehensive Point of Service Plan, including the dental/optical benefit provided to other city employees.

**B. (First Reading) Contract Zone - Cascade Inn Property**

The City of Saco hereby approves the First Reading in the contract zone document entitled "**Contract Zone Agreement by and Between Park North Development LLC and the City of Saco,**" dated June 6, 2006; and further moves to schedule a Public Hearing for August 21, 2006, for the property at 941 Portland Road, as authorized by Section 1403 of the Zoning Ordinance, pursuant to 30A M.R.S.A. Section 4352(8).

**Contract Zone Agreement  
By and Between**

**June 6, 2006**

THE CITY OF SACO HEREBY ORDAINS:

**I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985 and amended through April 20, 2006, is hereby amended as further described in this Agreement by and between Park North Development, LLC (Applicant) and the City of Saco.**

1. The Applicant proposes a mixed-use development on the parcels at 941 Portland Road and an unnumbered parcel off Cascade Road (Subject Property). The Subject Property excluding, however, any land zoned Resource Protection is identified as Tax Map 62, Lot 1 and Tax Map 48, Lot 4 on City of Saco tax maps.
2. The Subject Property is the site of an existing restaurant, twenty-six (26) seasonal cabins, and a single-family residence.
3. A copy of a Warranty Deed, dated March 18, 1985, is submitted by the Applicant. Said deed is recorded in Book 3481, Page 243 at the York County Registry of Deeds. Said deed identifies the current owner of the Subject Property as Richard L. and Marie A. Aube of Standish, Maine.
4. Evidence of right, title and interest is submitted in the form of a Contract for the Sale of Real Estate dated March 30, 2006 which identifies Park North Development, LLC and/or Assigns as the Purchaser of the Subject Property, and Richard L. and Marie A. Aube as the Seller.
5. The Subject Property is in the Business-6 (B-6), Business Park (BP) and Conservation-1 (C-1) zoning districts.
6. The Applicant has submitted a copy of its Articles of Organization of Limited Liability Company filed with the Office of the Secretary of State, dated January 28, 2004 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 Park North Development, LLC.
7. The Subject Property has an area of approximately 32.53 acres. The Subject Property is proposed to be divided into four (4) parcels as shown on a Sketch Plan dated May 10, 2006 as prepared by Sebago Technics for the purpose of constructing Cascade Falls, a multi-use development. In order to facilitate the multi-use nature of the project, Parcels 1, 2, 3 & 4 shall have distinct space and bulk and use restrictions as set forth below.

8. 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 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.
9. The Applicant recognizes that no public sewer system is readily available within the Portland Road right of way to service the Subject Parcel. The Applicant proposes to make provision for the extension of the City of Saco sewer system from its current terminus on Portland Road.

**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;

**PARCEL 1:**

Minimum Lot Size:	7,500 Square Feet
Minimum Street Frontage:	50 feet
Minimum Front Yard:	50 feet for the front yard facing Route 1 if any, 20 feet for all other front yards * Service areas of the buildings shall not face the Route 1 corridor.
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district
Maximum Building Height:	60 feet

Maximum Building Coverage	40 <del>50</del> %
Density:	N/A

**PARCEL 2:**

Minimum Lot Size:	10,000 Square Feet if sewerred
Minimum Street Frontage:	50 feet
Minimum Front Yard:	20 feet (0 feet between units in a multi-unit building)
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Maximum Building Height:	35 feet
Maximum Building Coverage:	40%
Density:	Not more than 40 units
Minimum Lot Area/Dwelling Unit	16,629 s.f. *total lot acreage divided by the total number of units proposed
Minimum Net Residential Acreage per dwelling unit	1 unit per 10,000 s.f.

**PARCEL 3:**

Minimum Lot Size:	30,000 S.F. unsewerred
Minimum Street Frontage:	100 feet
Minimum Front Yard:	20 feet (0 feet between units in a multi-unit building)
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Maximum Building Height:	35 feet



Maximum Building Coverage:	40%
Density:	Not more than 2 units
Minimum Lot Area/Dwelling Unit	52,054 s.f. *total lot acreage divided by the total number of units proposed
Minimum Net Residential Acreage per dwelling unit	1 lot or unit per 12,500 s.f.

**PARCEL 4:**

Minimum Lot Size:	30,000 S.F. unsewered
Minimum Street Frontage:	100 feet
Minimum Front Yard:	20 feet (0 feet between units in a multi unit building)
Minimum Side Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Minimum Rear Yard:	20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)
Maximum Building Height:	35 feet
Maximum Building Coverage:	40%
Density:	Not more than 2 units
Minimum Lot Area/Dwelling Unit	32,452 s.f. *total lot acreage divided by the total number of units proposed
Minimum Net Residential acreage per dwelling unit:	1 lot or unit per 20,000 s.f.

**Permitted and Conditional Uses for each Parcel**

**PARCEL 1:**

PERMITTED USES:

- |   |  |
|---|--|
| 1. Dwelling units above the first floor as part of a mixed use building       | 16. Business Services                    |
| 2. One caretaker's apartment within a non-residential use                     | 17. Offices of Tradesman and Contractors |
| 3. Hotels and Motels  | 18. Offices                              |
| 4. Retail Businesses and uses with no more than 80,000 s.f. of floor area per | 19. Health care clinics for humans       |
|   | 20. Hospitals                            |
|   | 21. Funeral Homes                        |
|   | 22. Animal hospitals and veterinarian    |

- |     |   |     |   |
|-----|---|-----|---|
|     | occupant  |     | offices   |
| 6.  | Artist and crafts person studios                            | 23. | Any use permitted in the Resource Protection District |
| 7.  | Eating establishments                                       | 24. | Accessory Uses  |
| 8.  | Eating and Drinking establishments                          | 25. | Public Utility Building                               |
| 9.  | Drive thru eating establishments with internal access only. | 26. | Quasi-public Uses                                     |
| 10. | Health and Fitness Clubs                                    | 27. | Private Schools                                       |
| 11. | Private Clubs   | 28. | Commercial Schools                                    |
| 12. | Financial Institutions with drive through                   | 29. | Day Care Center                                       |
| 13. | Professional Offices  | 30. | Adult Day Care Centers, Types 1 and 2                 |
| 14. | Business Offices  |     |   |
| 15. | Personal Services   |     |   |

CONDITIONAL USES:

1. Enclosed sports facilities
3. Commercial recreation

**PARCEL 2:**

PERMITTED USES:

- |    |  |    |   |
|----|--|----|---|
| 1. | Any use permitted of right in the R-2 District | 5. | Any use permitted in the Resource Protection District |
| 2. | Hospice House                                  | 6. | Home baby sitting service                             |
| 3. | Elderly congregate housing                     | 7. | Adult day care center, Type 1                         |
| 4. | Home Occupations                               | 8. | Nursing Homes   |

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 | 2. | Enclosed Sports Facilities |
|----|--|----|----------------------------|

**PARCEL 3:**

PERMITTED USES:

1. Any use permitted of right in the R-2 District
2. Any use permitted in the Resource Protection District
3. Home baby sitting service

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

**PARCEL 4:**

PERMITTED USES:

1. Any use permitted of right in the R-2 District
2. Any use permitted in the Resource Protection District
3. Home baby sitting service

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 Parcels 1 & 2 of the Subject Property shall be connected to and serviced by the Biddeford Saco Water Company and to the municipal sanitary sewer system. Units constructed on Parcels 3 & 4 shall not require connection to

Biddeford Saco Water Company and to the municipal sanitary sewer system. Notwithstanding the provisions contained in this Agreement, any existing building or structure on the Subject Property may continue to be used for any use permitted under this Agreement without connecting to Biddeford Saco Water Company or the municipal sanitary sewer system unless and until the water and sewer lines are extended to a location reasonably allowing connection to such buildings or structures. Upon said extension of water and sewer service, existing buildings or structures shall be connected to public water and sewer within one (1) year of availability, or removed from the Subject Property.

3. The portion of the Applicant's land shown on the Project Plan as "Resource Protection/Gift Lot" which is approximately 17.26 acres in size shall be donated to the City of Saco or its designee within thirty (30) days of the final subdivision approval. The choice of designee is the City's alone. This parcel consists of land surrounding Cascade Brook and its falls. Park North, LLC will contribute \$50,000 to the City of Saco for the purpose of trail development and construction on said Gift Lot. Said trail development and construction may be delegated by the City to an agent of its choosing, i.e., Saco Bay Trails. The money shall be paid in the following manner:
  - A. \$20,000 within 30 days of Final Subdivision Approval
  - B. \$20,000 within 1 year from the date of the first payment
  - C. \$10,000 within 1 year from the date of the second payment

Park North, LLC further agrees to construct a parking lot for public access off Cascade Road in a location agreeable to Park North, LLC as well as the City of Saco. The parking lot capacity shall be no fewer than ten (10) vehicles and not more than twenty (20), subject to agreement between Applicant and City. Said parking lot shall be constructed no later than one (1) year after final subdivision and site plan approval of the project by the Planning Board.

4. Development of the Subject Property shall be subject to either Subdivision or Site Plan review by the Planning Board as dictated by the Saco Zoning Ordinance and/or the Saco Subdivision Regulations.
5. City and Applicant recognize that the sketch plan submitted for contract zone review is a general representation of site layout, but is subject to change as a result of site plan and subdivision review conducted by the Planning Board. The project is subject 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, and connected to the existing City of Saco sanitary sewer system.
7. Failure of the Applicant to submit an application for subdivision or site plan 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.
8. 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.
9. This Document and Contract Zone affects only the Subject Property identified herein.
10. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant.
11. 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. Notwithstanding the provisions of this section, this Agreement may be transferred by the Applicant without prior approval of the Council to any entity the majority ownership of which is held by R. Elliott Chamberlain.
12. 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.
13. Notwithstanding Section 10.3.5 of the Subdivision Regulations, buildings and roads shall be allowed to be built on up to twelve thousand (12,000) square feet of wetlands on Parcel 2 (condominium portion) of the Subject Property. Total wetland alterations on the property are subject to

the Department of Environmental Protection permitting process.

14. In the event that the Applicant determines that the sanitary sewer system cannot

reasonably be extended to the Subject Property, it shall so notify the City Planner in writing. Upon receipt by the City Planner of such written notice, this Agreement shall become null and void and the zoning applicable to the Subject Property shall revert to the Zoning in effect as to the Subject Property prior to the approval of this Agreement

**IV. Pursuant to authority found in 30A M.R.S.A., Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on June 13, 2006, and the Saco City Council on \_\_\_\_\_, 2006, the following findings are hereby adopted:**

A. The Subject Property is a parcel of an unusual nature and location, for the following reasons:

A The Subject Property is crossed by Cascade Brook and is the site of Cascade Falls. As stated in the 1999 Update of the Saco Comprehensive Plan, “The scenic resources of a community are the attributes that give it identity and make it an appealing place to live. The places and vistas identified as valued by the community in the November 1997 Comprehensive Plan Community Forum include: Cascade Brook Falls off Cascade Road...”

B The City’s Comprehensive Plan, Zoning Ordinance and Zoning Map recognize Cascade Brook as a valuable natural resource that is protected via its designation as a Resource Protection zone.

3. The Applicant is agreeable to donating the portion of the Subject Property identified as Resource Protection/Gift Lot 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.” – Park North is addressing commercial growth potential and proposes to extend public sewer to the property that will be a catalyst for expansion of public utilities along the remaining Route One corridor.

- “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 Cascade development encourages commercial development with ease of access and at a scale that will require minimal services concerning public safety. The proposed age-restricted multi-family housing will be privately maintained and will not require municipal services with the exception of public safety as may be necessary. The age-restricted component reduces the impact of an increase in the number of children in the school system, providing a positive contribution from property taxes.
- C. The proposed use is consistent with, but not limited to, the existing uses and permitted uses within the original zones. – The proposed contract maintains many of the same uses as currently permitted in the underlying zoning district. While housing in the current zoning district is limited to “One single-family dwelling on a lot of record,” “Dwelling units above the first floor as part of a mixed use building,” and “One caretaker’s apartment within a non-residential use,” the adjacency to existing residential development as well as the existence of several nearby mobile home parks establishes consistency of the proposed multi-family housing use with existing uses within the original zone.
- 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\_\_\_\_\_.

City of Saco  
by \_\_\_\_\_

Park North Development, LLC  
by \_\_\_\_\_

Richard Michaud  
City Administrator

Elliott Chamberlain  
Authorized Member

C. (First Reading) Contract Zone - Riverbank, LLC

The City of Saco hereby approves the First Reading in the contract zone document entitled “Contract Zone Agreement By and Between Riverbank LLC and the City of Saco,” dated June 20, 2006; and to schedule a Public Hearing for August 21, 2006, for the property at 44 Lincoln Street, as authorized by Section 1403 of the Zoning Ordinance, pursuant to 30A M.R.S.A. Section 4352(8).

**Riverbank LLC and the City of Saco**

**June 20, 2006**

THE CITY OF SACO HEREBY ORDAINS:

**I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through March 20, 2006 is hereby further amended by adopting this contract by and between the City of Saco and Riverbank LLC.**

1. The Riverbank LLC (Applicant) has submitted an application for a contract zone for the parcel (Subject Property) at 44 Lincoln Street.
2. The Subject Property is owned by Riverbank LLC, purchased Nov. 2, 2004, and subject to a deed recorded in Book 14285, Page 902 at the York County Registry of Deeds.
3. The Subject Property is identified as a .88 acre parcel identified as Tax Map 38, Lot 228 on City of Saco tax maps.
4. The Subject Property is in the R-3 zoning district.  
foot building. Retail and office uses are not allowed uses in the R-3 zoning district.
6. Recognizing the requirements of the Zoning Ordinance, and the inability to establish a retail or office use in the R-3 zoning district, the Applicant hereby makes application for a Contract Zone that would allow said uses to be established on the Subject Property as legally conforming uses.

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

This Contract Zone, specifically and exclusively for the Subject Property as identified above, would allow the Applicants to establish retail and/or office uses in the existing building at 44 Lincoln Street, as provided for in Article 14 of the Saco Zoning Ordinance:

Section 410-3 of the Zoning Ordinance is hereby amended so that “Retail Business excluding outdoor sales,” “Business Office” and “Professional Office” shall be permitted uses on the Subject Property.



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

- a. The Applicant shall sign and record at the York County Registry of Deeds the “Release” document pertaining to the easement dated March 19, 1999 and recorded in Book 9375, Page 235 of the York County Registry of Deeds. Said Release shall be signed and recorded prior to being placed on a Planning Board agenda for site plan review. Documentation of the recording shall be submitted to the Planning Office.
- b. The Applicant shall adhere to all other applicable provisions of the R-3 zoning district and of the City of Saco Zoning Ordinance and Subdivision Regulations.
- c. City and Applicant recognize that the survey submitted for contract zone review is an accurate representation of existing site layout, but is subject to change as a result of site plan review conducted by the Planning Office. If it is determined that the changes constitute a change in the contract, then the developer shall also be required to obtain City Council approval of the changes.
- d. City and Applicant recognize that Section 503-4 of the Zoning Ordinance has been considered as a possible response to meeting the intent of the Applicant. In that retail is proposed as a use in the building, it may not be found to be equally or more appropriate in this location. Therefore, 503-4 will not be encouraged as an option.
- e. Upon approval of this contract by the City Council, the Applicants shall submit materials required for site plan review to the Planning Office. Failure of the Applicants to secure site plan approval within one year of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicants, this one year deadline may be extended by one year upon written request to the City Council.
- f. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicants. Approval of this Contract Zone is in part based on the financial and technical qualifications of the Applicants as submitted to the City. Accordingly, this contract and the contract zone it creates shall not be transferable prior to review of said qualifications by the Planning Board.
- g. Breach of these conditions and restrictions by the developer shall constitute a breach of the contract, and the developer shall be required to apply for a

contract modification. Failure to apply for, or to obtain a modification shall constitute a zoning violation, subject to enforcement action.

**IV. Pursuant to authority found in 30A M.R.S.A. Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on June 20, 2006, and the Saco City Council on \_\_\_\_\_, 2006, the following findings are hereby adopted:**

- A. A portion of City Tax Map 38, Lot 228 comprises the Subject Property, a parcel of an unusual nature and location for the following reasons:
1. The Subject Property is located in an R-3 zoning district, and as such is a nonconforming use. The building was constructed in 1970, and has been utilized for commercial uses since that time.
  2. The Subject Property is one parcel removed from a B-1 zoning district. Neighboring properties/uses include an auto repair garage, a gas station, a woodworking shop, and two-family and multi-family dwellings, each of which is consistent with a commercial zone.
  3. Due to its location on the bank of the Saco River, the Subject Property is subject to the jurisdiction of the Saco River Corridor Commission. Review by the SRCC will ensure that environmental impacts associated with stormwater runoff are updated and adequately addressed to today's standards by the Applicant.
  4. The Subject Property is subject to an easement to the City that allowed a federally financed drainage project to be completed during 1999-2000. With the Applicant now seeking approval of a contract zone for the Subject Property, the City has the opportunity to amend said easement, with the Applicant's agreement, so as to be somewhat more favorable to the City.
- B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following goals:

Chapter 17, Section B. Local Economy.

Local Goals: To increase the number of jobs available in Saco.

To increase Saco's role in the Southern Maine tourist economy and expand the range of activities available in Saco to meet the needs of travelers and tourists.

Maintaining Downtown Saco as a prosperous core of the community will require that the City play an active role in revitalizing this area...The effort should include upgrading the area west of Main Street.

Pursuant to these goals for the economy of Saco, the City's policies are:

4. Maintaining Downtown Saco as a prosperous core of the community will require that the City plan an active role in revitalizing this area...The effort

should include...upgrading the area west of Main Street.

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.

To accommodate the growth of commercial and industrial activities in designated growth areas where public facilities are or can be provided.

General Pattern of Development – To facilitate (the historical pattern of a built-up urban center) the city should plan an active role in encouraging and supporting the redevelopment, reuse, and revitalization of the built-up areas of the City.

- C. The proposed use is consistent with but not limited to the existing uses and permitted uses within the original zone. The original (existing) zone is the R-3 High Density District, designated for areas which are predominantly single-family and multi-family residential in character. It includes primarily sewered land, with appropriate lot size requirements. The R-3 district abuts the B-1 district in close proximity to the Subject Property.

Examples of uses in the vicinity of the subject property include two-family and multi-family dwellings along Elm Street and Lincoln Street, a light industrial/woodworking facility at the corner of Lincoln and Spring Streets, a gas station at the corner of Elm and Lincoln Streets, and an auto repair facility at 2 Lincoln Street.

- 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 Zoning 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 \_\_\_\_\_, 2006.

by \_\_\_\_\_

by \_\_\_\_\_

Richard Michaud  
President  
City Administrator

R. Brewster Harding,  
  
Riverbank LLC  
Applicant

D. Police Department - Unclaimed Bicycles

“Be it Ordered that the City Council authorize the Police Department to auction the bicycles listed on the document entitled, ‘**Saco Police Department Table of Bicycles for Bike Auction 2006**’ after proper public notice; and further authorize that any remaining bicycles be donated to charity”.

F. Solid Waste Permit - Lyn Flex Inc.

Be it Ordered that the City Council grant the renewal of the Solid Waste Permit for **Doyon’s Property Maintenance and Landscaping, Inc.**

G. Solid Waste Permit - Doyon's Property Maintenance and Landscaping, Inc.

Be it Ordered that the City Council grant the renewal of the Solid Waster Permit for Lyn-Flex Inc. Dive of Der-TEX Corp.

Councilor Cote moved, Councilor Smith seconded, to approve items A, B, C, D, F AND G of the consent agenda as amended. (Language in item B and item C struck were the words “and adopts the findings”) The motion passed with seven (7) yeas.

E. Parks & Recreation Department Energy Audit

Councilor Cote moved, Councilor Smith seconded, that it be Ordered that the City Council accept the written proposal from The H.L. Turner Group titled, ‘**Proposal for Building Wide Energy Audit & HVAC System Alternatives Saco Community Center**’ dated June 5, 2006, for a lump sum price of \$9,700. The motion passed with six (6) yeas and one (1) nay. Councilor Tardif voted in the negative.

Councilor Michaud stated, for the record, that the Energy Committee has recommended not following the bid process for this purchase but instead to pursue a sole-source purchase for the work.

**VIII. Recess the Meeting Move to Workshop**

Mayor Johnston called for a recess at 7:27 p.m.

Mayor Johnston reconvened the meeting at 8:18 p.m.

X. Councilor Tripp moved, Councilor Smith seconded, that it be Ordered that the City Council, Pursuant to M.R.S.A. Chapter 13, Subchapter 1, § 405(6)(E) move to enter into EXECUTIVE SESSION to discuss:

A. Maine Energy Recovery Company

The motion passed with seven (7) yeas.

**Report From Executive Session:**

Councilor Smith moved, Councilor Tripp seconded, to come out of executive session. The motion passed with seven (7) yeas.

Mayor Johnston conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: David Tripp, Leslie Smith, Jr., Ronald Morton, Roland Michaud, Arthur Tardif, Eric Cote and Jesse McDougal.

**XI. ADJOURNMENT**

Mayor Johnston declared the meeting adjourned at 9:03 p.m.

ATTEST \_\_\_\_\_  
Lucette S. Pellerin, City Clerk