I. CALL TO ORDER – On Monday, April 28, 2008, at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS - Mayor Roland Michaud conducted a roll call of the members and determined that the Councilor present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith, Jr., Ronald Morton, Sandra Bastille, Arthur Tardif, Eric Cote and Marston Lovell.

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

III. PLEDGE OF ALLEGIANCE

IV. GENERAL – Resolution: Foster Care Awareness Month

CITY OF SACO
PROCLAMATION
MAY – FOSTER CARE AWARENESS MONTH

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support, is the very foundation of our communities and our State; and

WHEREAS, in Maine there are 2176 children and youth in foster care being provided with a safe, secure and stable home along with the compassion and nurture of a foster family; and

WHEREAS, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives; and

WHEREAS, foster, kinship and adoptive families, who open their homes and hearts and support children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood; and

WHEREAS, dedicated foster families frequently adopt foster children, resulting in a greater need for more foster families; and

WHEREAS, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring and valuable contribution of foster parents, and the foster care “system” is only as good as those who choose to be part of it;

THEREFORE: Be it resolved this 28th day of April 2008 that: The City Council for the City of Saco hereby declares May 2008 as “Foster Care Awareness Month” in Saco. In recognition of this event, we encourage community agencies, religious organization, businesses and others to celebrate foster care, to honor families that grow through foster care, to further an awareness of the changes and issues in foster care and to focus attention on those who live in the shadow of an uncertain future while they await “forever families”.

Signed this 28th day of April, 2008
V. APPROVAL OF MINUTES: March 31, 2008
Minutes of the March 31, 2008 meeting were approved as written.

VI. AGENDA ITEMS:

A. (Public Hearing) Mooring Inspection Fees

City Code requires that moorings be inspected by the Harbor Master or his designee biannually. There has not been a fee established by the City for these inspections and it is not covered in the mooring permit fee. The current practice is for the Harbormaster to charge the mooring holder for the inspection, and that rate is currently $25.00.

The Coastal Waters Commission discussed this issue in June 2007, and recommended that the Director of Public Works establish a fee for inspection services. City Code requires that fees be established by the City Council after a Public Hearing. This item is intended to act on such recommendation.

Councilor Bastille moved, Councilor Smith seconded, to open the Public Hearing on a mooring inspection fee. The motion passed with seven (7) yeas.

Mr. Steven Higgins questioned the process that will be used for the inspections.

His concerns were addressed by the Asst. Harbor Master Daniel Chadbourne.

Paul Conner, representing the Saco Yacht Club, requested a discount regarding the inspection fee due to the fact that the Club has 23 moorings. Mr. Connor also suggested that the City employ a “professional” to do inspections.

Councilor Bastille moved, Councilor Smith seconded to close the Public Hearing and be it Ordered that the City Council approve the “biannual mooring inspection fee of $50.00 pass or fail, and re-inspection following a failed inspection $50.00 pass or fail.

Councilor Cote moved, Councilor Mills seconded, that this matter be tabled until June. The motion passed with seven (7) yeas.

B. Lease City Property on Tapley Road

In 1997, the City of Saco acquired the parcel identified on Map 126, as Lot 2, also known as the “Libby Farm”, located on the Tapley Road through tax foreclosure. The complete parcel totaled 83.31 acres. A large portion of this property, 53.27 acres, was then deeded to the Saco Valley Land Trust in September of 2004. The smaller portion, 30.04 acres was retained by the City.

The Saco Valley Land Trust has approached the City to request a 10 year lease for the 30.04 acres which will enable the Land Trust to produce hay on the land.
Councilor Smith moved, Councilor Mills seconded, that it be Ordered that the City Council authorize the City Administrator to execute the document titled, ‘Lease of Public Lands, by and between the City of Saco and Saco Valley Land Trust’, for the property identified on tax Map 126, Lot 2, located on the Tapley Road. I move to approve the Order. The motion passed with seven (7) yeas.

LEASE OF PUBLIC LANDS

NOW COMES the Parties, the CITY OF SACO, a municipal corporation, 300 Main Street, Saco, Maine (“Lessor”) and the SACO VALLEY LAND TRUST, INC., a Maine Not for Profit Corporation with a principal address of P.O. Box 778, Scarborough, Maine, (“Lessee” or “The Land Trust”) who herein agree as follows:

SECTION ONE
LEASE OF LAND

The City hereby leases to the Land Trust, for a term of 10 years, the following 30 acre (more or less) parcel of land:

Tax Map 126, Lot 02;
Tapley Road, Saco, Maine

This agreement does not include, and is not a Lease, transfer or assignment of any rights or interests in a certain easement between the City of Saco and the Roberts Living Trust, as recorded in Book 13471, Page 107 of the York County Registry of Deeds.

SECTION TWO
FEE

The Land Trust shall pay to the City a fee of one dollar per year (total $10.00), payable in advance, as its rental fee.

SECTION THREE
CONTROL OF LAND

The Land Trust shall enjoy the right and privilege to occupy the parcel, and to retain any and all proceeds derived there from, including any and all proceeds derived from haying the parcel, subject to the additional conditions set forth herein below.

SECTION FOUR
CONDITION OF PROPERTY

The property is landlocked raw land, leased as is, where is. Because the parcel is landlocked, there is no guarantee or warranty as to legal access. The City makes no
warranty or representation as to the ability of the Land Trust to secure some means of access from a third party. There is no guarantee or warranty as to fitness for use or purpose. The Land Trust has inspected the parcel and it knows and accepts the conditions of the property. The property is hereby leased without obligation on the part of the City to make any alterations, repairs, improvements or additions to the property.

SECTION FIVE
NO ASSIGNMENT OF RIGHTS

The Land Trust shall not encumber, transfer nor assign this lease; nor shall it grant any form of right, interest or privilege whatsoever, in connection with this lease, to any third party.

SECTION SIX
RESERVATION OF RIGHT OF ENTRY

The City reserves for itself, and for its officers, agents and employees, the right to enter the premises at any time and for any purpose necessary or convenient, all without prior notice or permission of the Land Trust. The Land Trust shall have no claim for damages of any character on account thereof against the City, or any officer, agent or employee thereof.

SECTION SEVEN
WAIVER OF CLAIMS

The Land Trust intentionally waives and releases any and all claims against the City it may have for damages to property and for injuries to persons that may arise from or be incident to its use and occupation of the property.

SECTION EIGHT
LICENSEE'S DUTY TO PROTECT PROPERTY

The Land Trust shall at all times exercise due diligence in the protection of the property against damage or destruction by fire and other causes.

SECTION NINE
REPAIR OR REPLACEMENT OF LESSOR'S PROPERTY

Any property of the City that is damaged or destroyed by or because of the Land Trust’s use and occupation of the property shall be promptly repaired or replaced by the Land Trust to the satisfaction of the City. Instead of repair or replacement, the Land Trust may pay to the City an amount sufficient to compensate for the loss sustained.

SECTION TEN
RESTRICTION ON EXPLOITATION OF PROPERTY

The Land Trust shall not cut, clear or harvest timber, conduct any form or excavating, mining or drilling operations, remove loam, rocks, sand, gravel or associated substances from the ground, or commit waste of any kind. The Land Trust shall not in
any manner substantially change the contour or condition of the property. Notwithstanding the preceding, the Land Trust or its agents may harvest hay from the premises.

SECTION ELEVEN
COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Land Trust shall comply with all applicable laws, ordinances and regulations of any government agency which may now or hereafter govern the subject property and its covenants it shall not use or cause the premises to be used in any way that violates federal, state or local law.

SECTION TWELVE
RESTRICTION ON CONSTRUCTION

The Land Trust shall not construct any permanent improvements or structures on the property without the prior written consent of the City.

SECTION THIRTEEN
RESTRICTION ON UTILITIES

The Land Trust may not install or cause to be delivered to the premises any form of utilities such as, but not limited to, power, heat, telephone, cable or internet.

SECTION FOURTEEN
RESOLUTION OF DISPUTES

All disputes that may arise under this lease shall be the subject of mediation in Saco or Portland, Maine. If mediation shall fail to resolve the dispute, either party may thereupon file legal action against the other.

SECTION FIFTEEN
TERMINATION

This lease shall terminate 10 years from its date of execution. The City may terminate the lease at any time following a 6-month notice of intention to terminate.

SECTION SIXTEEN
INSURANCE AND INDEMNIFICATION

The Land Trust agrees to and does hereby indemnify the City and save it harmless from and against any and all claims, actions, damages, liability and expense, including but not limited to 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 of the premises by the Land Trust, and its agents, officers and/or employees.

At all times after the execution of this Lease, the Land Trust 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 Land Trust. Proof of such coverage shall be due at the execution of this Lease, and upon each yearly anniversary thereafter. The policy shall name the City as an additional insured.

SECTION SEVENTEEN
FISH AND HUNTING BY THE PUBLIC

The Land Trust shall not bar the public from hunting and fishing upon the premises. It may not post the land in any form or manner.

SECTION EIGHTEEN
RESTORATION OF PROPERTY ON EXPIRATION OR TERMINATION

On or before the date of expiration of this lease, or its termination for default/breach, the Land Trust shall vacate the premises, remove its property from the premises and restore the premises to as good order and condition as that existing on the date of commencement of the lease, normal wear and tear expected. If this lease is revoked, the Land Trust shall vacate the property, remove its property from the premises and restore the property to its prior condition within a reasonable period of time. In either event, if the Land Trust shall fail or neglect to remove its property and to restore the premises, then, at the option of the City, the property of the Land Trust shall either become the property of the City without compensation, or the City may cause it to be removed and the premises to be restored at the expense of the Land Trust.

SECTION NINETEEN
NOTICES

All notices to be given pursuant to this lease shall be addressed to parties at the addresses as set forth below. Notices shall be deemed to have been duly given if and when addressed as specified above and deposited postage prepaid in the United States mail.

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

Saco Valley Land Trust  
c/o President  
P.O. Box 778  
Scarborough, Maine 04074

With copy to:  
Timothy S. Murphy, Esq.  
37 Beach Street  
Saco, Maine 04072

Joyce Leary, Esq.  
_____________________________  
Scarborough, Maine 04074
The City may record this Lease at its sole discretion.

Dated at Saco, Maine this _____ day of __________, 2008.

CITY OF SACO:

SACO VALLEY LAND TRUST, INC.

__________________________________________  __________________________
Rick Michaud                                                Signature
City Administrator

__________________________________________  __________________________
It's President                                                Print Name

STATE OF MAINE                                                __________ ___, 2008
YORK, ss.

Then personally appeared before me Richard Michaud, who gave oath and acknowledged
the foregoing to be his free act and deed, and the free act and deed of the CITY OF SACO, and of
his authority herein to act on its behalf.

Before me,

__________________________________________
Notary Public/Attorney At Law

STATE OF MAINE                                                __________ ___,
2008
YORK, ss.

Then personally appeared before me _____________________________,
who gave oath and acknowledged the foregoing to be his/her free act and deed, and the free act
and deed of the SACO VALLEY LAND TRUST, INC., and of his/her authority herein to act on its
behalf.

Before me,

__________________________________________
Notary Public/Attorney At Law
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<td>Sec #: 1 of 1</td>
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<td>SACO VALLEY LAND TRUST</td>
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<tr>
<td>PO BOX 1581</td>
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<td></td>
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<tr>
<td>SACO, ME 04072</td>
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<td>Additional Owners:</td>
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**CURRENT OWNER**

- **TOPO:**
- **UTILITIES:**
- **STR/F/Road:**
- **LOCATION:**

**CURRENT ASSESSMENT**

- **Description:**
- **Code:**
- **Appraised Value:**
- **Assessed Value:**

**SUPPLEMENTAL DATA**

- **Other ID:**
  - CONDITION
  - TAX PROGRAM
  - OLD MAPLOT
  - TIF
  - EXEMPT
  - BEN

- **G1S ID:** 126002020000
- **ASSOC FD#:**

**RECORD OF OWNERSHIP**

- **Bk/Vol/Page:**
- **SALE DATE:** 09/24/2004
- **SALE PRICE:**

**PREVIOUS ASSESSMENTS (HISTORY)**

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**EXEMPTIONS**

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**OTHER ASSESSMENTS**

- **PARCEL VALUE SUMMARY**
  - Appraised Bldg Value (Card)
  - Appraised XF (B) Value (Bldg)
  - Appraised OB (L) Value (Bldg)
  - Appraised Land Value (Bldg)
  - Special Land Value
  - Total Appraised Parcel Value
  - Valuation Method
  - Exemptions
  - Adjustment

**BUILDING PERMIT RECORD**

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<th>Date Comp.</th>
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**LAND LINE VALUATION SECTION**

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<th>Unit Price</th>
<th>1 Factor</th>
<th>Acre Price</th>
<th>S.F. Price</th>
<th>SF Adj.</th>
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**VISIT CHANGE HISTORY**

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**TOTAL CARD LAND UNITS:** 53.27 AC
**PARCEL TOTAL LAND AREA:** 53.27 AC

**TOTAL LAND VALUE:** 78,900

---

cm_2008_04_28 Wednesday, April 30, 2008
Map 126 splitting Lot 2 - creating new lot 2-2.
Tapley Road

1144 sq ft x 1144 sq ft
Lot

2
Saco Valley Land Trust

2-2
city of Saco

Buxton

Scarborough
C. Reconsider Howard Sports Liquor License Application

On April 7, 2008, the City Council voted to “grant the renewal of Howard Sports, Inc. Liquor License and Special Entertainment permit for a term of six months with the following stipulations: 1) Limiting the period to 6 p.m. – 1 a.m., 2) Limited entertainment permitting to the mezzanine and lounge area, and 3) Restricted to no live shows without a Special Permit”.

The Liquor Licensing and Inspection Unit are responsible for acting upon liquor licenses for the Maine Department of Public Safety. According to state law municipal officers or City Council, do not have the authority to conditionally approve a license. The State of Maine issues the license. The Council can approve or deny an application, not the license. If the Council does not give permission (takes no action) then bureau will deem the application approved, however, if the Council denies the application, the bureau will schedule a hearing on the license. The municipality cannot place conditions on a license - the state reserves that right.

Councilor Mills moved, Councilor Morton seconded, that it be Ordered that the City Council reconsider the action taken on April 7, 2008, to ‘grant the renewal of Howard Sports, Inc. Liquor License and Special Entertainment permit for a term of six months with the following stipulations: 1) Limiting the period to 6 p.m. – 1 a.m., 2) Limited entertainment permitting to the mezzanine and lounge area, and 3) Restricted to no live shows without a Special Permit. I move to approve the Order. The motion passed with seven (7) yeas.

Councilor Mills moved, Councilor Cote seconded, Be it Ordered that the City Council approve the Howards Sports, Inc., Class 3 and 4 Liquor License Application. I move to approve the Order. The motion passed with seven (7) yeas.

Mayor Michaud stated for the record that quarterly inspections be conducted by Code Enforcement, Fire and Police. Reports regarding the inspections are to be submitted to the Mayor and Council.

Liquor License Renewal and Special Entertainment Permit for Saco Dayton, Inc. d/b/a Howard Sports, Inc.

Email from Rick Michaud to City Council

I talked with Jeff Austin at Liquor Licensing and Inspections Unit who is responsible for acting upon liquor licenses for the Maine Department of Public Safety. He said the municipal officers, City Council, does not have the authority to conditionally approve a license. The State of Maine issues the license. The Council can approve or deny an application, not the license. If the Council does not give permission then bureau will deem the application approved. If the Council denies the bureau will schedule a hearing on the license.

Jeff suggests using other local codes to create the 6 month condition on the license. He referenced the bureau’s regulation which is pasted in below the statute which states in part “all municipal, State and Federal licenses and permits required by such laws, ordinances or rules and regulations must be kept in full force and effect by licensees during the entire effective license period of the liquor license.” If the council granted a 6 month license for special entertainment or a 6 month business license and then at the end of that time did not renew one of these Howard Sports would not be in compliance with a municipal ordinance and his liquor license may be subject to action by the bureau.
Based upon this, the Council should reconsider its action on the application at the next meeting 4/28/08 and either approve or deny the application.

VII. CONSENT AGENDA

A. Nomination Election Clerks – Democrat

This item was withdrawn from the Agenda due to the lack of submission of the required document by the Saco Democrat Chair.

B. Nomination Election Clerks – Republican

*Be it Ordered that the City Council approve* the nomination of election clerks as presented by the Republican political party.

C. Lease of 63 School Street to the Oasis Club

On June 12, 2007, the City received a letter from Bud Waycott who is a builder in Saco. As stated in the letter Mr. Waycott is “offering to bring back Jordan School (63 School Street) to acceptable historical condition…..and represents a group of people who would do these repairs over a period of time”.

In return for maintaining the building and paying for heat, water and sewer, the group requests use of the building, and asks that the city discuss leasing the building as an option.

The Saco Old Orchard Beach Adult Education is being required to vacate the Old Jordan School as the facility does not meet code requirements for schools; they will be relocating to 80 Common Street and the 10 various groups using 80 Common Street will need to relocate to the Old Jordan School.

*Be it Ordered that the City Council authorize* the City Administrator to execute the document titled, ‘*Commercial Lease, April 15, 2008, by and between the City of Saco and the Oasis Club*’.

COMMERCIAL LEASE

April 15, 2008

THIS LEASE AGREEMENT, entered into on and as of this _____ day of ________________, 2008, 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 _____________________, ______________, 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  

(c) Premises:  63 School Street, Jordan School Building  
(d) Permitted Uses: Meeting space  
(e) Term Commencement Date: see paragraph 3, below  
(f) Term: 5 Years.  
(g) Renewal Option: There is no right to renewal. Parties must negotiate.  
(h) Base Rent: $100.00 per year.  
(i) Utilities: Water, Heat, Telephone, Cable, Internet, and Electricity.  
(j) Insurance Coverage: Shall mean bodily injury, fire, casualty and property damage coverage of not less than $1,000,000.00 per occurrence.  
(k) Landlord Improvements: see paragraph 2A, below.  
(l) Tenant Improvements: see paragraph 2B below.  
(m) 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 represents it shall undertake at its sole cost and expense, and perform in a safe and workmanlike manner, the following improvements:  

1. Repoint all exterior brick work.  
2. Resupport and repair rear metal fire escape.  
3. Cement chinks in granite foundation.  
4. Replace roof.  
5. Repair and paint wood eave trim.  
6. Repaint and caulk exterior of windows.  
7. Front corner pilaster repoint and replace some bricks.  
8. Repair inside ceiling tile (first floor).  
9. Refinish hardwood flooring.  
10. Repair first floor wall damage from leaks after exterior repointed.  
11. Repair second floor wall damage after bricks repointed.  
12. Repair stairway to second floor.  
13. Clean out cellar drains.  
14. Storm drain; install sump pump and drain.  
15. Service heating system.
16. Repair cellar stairs.

C. Condition of Lease. It is an express condition of the Lease that Tenant complete the stated improvements detailed herein above. If, after three (3) years of occupancy, Tenant has not taken good faith efforts to undertake and complete 50% of such improvements, as judged in the sole opinion of Landlord, then the Landlord may declare a default.

D. Fixtures/Improvements. To the extent the improvements detailed above are deemed fixtures or permanent improvements to the premises, that benefit shall inure to Landlord, and it is understood by the Parties that such improvements are part of the cross consideration between Parties.

3. TERM. Tenant shall have and hold the Premises, unless sooner terminated, for a term of five (5) years commencing on the Term Commencement Date. The term shall commence on _____________________.

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. COMMON EXPENSES: There shall be no common expenses.

7. 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.

8. 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.

9. PARKING. The Tenant shall maintain all parking spaces associated with premises.

10. 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. Proof of such coverage shall be due at the execution of this Lease, and upon each yearly anniversary thereafter if said Lease is extended or renewed. The policy shall name Landlord as an additional named insured.

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 relet 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
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:

Print Name __________________________ Signature __________________________

Print Name __________________________ Signature __________________________

Title __________________________

WITNESS: CITY OF SACO:

________________________ Richard Michaud

City Administrator

________________________

Print Name
D. (Final) Code Amendment Chapter 118 Harbor and Waterfront

The Coastal Water Commission is proposing new language to provide a process for dealing with abandoned moorings, which will provide written notice to abandoned mooring owners.

The Council discussed this item at Workshop on March 17, 2008. The First Reading of this item was held on March 31, 2008; the Public Hearing was held on April 7, 2008.

The City of Saco hereby Ordains and Approves the Second and Final Reading of the document titled, ‘Code Amendment Chapter 118: Harbor and Waterfront §118-6 C(2)(d) and §118-6C(8) – dated March 17, 2008’.

Code Amendment Chapter 118: Harbor and Waterfront §118-6 C(2) (d) and §118-6 C(8) - dated March 17, 2008

(Please note that underline represents new language while strikethrough represents language to be deleted)

§ 118-6. Harbor Master; Duties.

C. Moorings

(2) Application for Mooring permits.

(a) Applications for mooring permits for any one-year period must be filed with the City Clerk by March 15 of the current year, on forms prescribed by the Saco Coastal Waters Commission.

(b) Mooring permits shall specify the name, address and telephone number of the owner; whether the mooring has been inspected and when, and the name, draft, size, year built, horsepower and kind of the vessel to be moored.

(c) Permits shall be good for one year (March 15 to March 15).

(d) Moorings that are not used for any consecutive three-month period between May 1 and September 30 shall be presumed to be abandoned and be removed at the owner’s expense, and the location shall be reallocated. Upon determination of a mooring being abandoned, the Harbormaster will provide written notice to the mooring permit holder of such abandonment and the proper appeals process through the Commission. The mooring permit holder will have 45 days from receipt of the letter to file an appeal & will have that same 45 days to remove their mooring without incurring a fee. Moorings deemed abandoned and not removed or appealed within 45 days, will be considered the property of the City of Saco.
(e) The annual application fee for the waiting list shall be established by the City Council after a public hearing. [Amended 4-7-2003]

C. Moorings:

(8) Removal. A mooring shall be removed after September 30, unless it is still in use by its owner. If not removed by its owner, the Harbor Master shall see to its removal at the expense of the mooring owner. The mooring and ground tackle shall not be returned to its owner until such bill is paid.

E. (Final) Contract Zone Amendment - First Atlantic

A Contract Zone was approved by the Council on 10/21/02 at the request of First Atlantic Healthcare (FAHC) for a 26-acre tract off Ferry Road. FAHC proposed and has constructed a significant portion of a 224 unit/bed “continuing care retirement community.” FAHC now plans to finance the assisted/congregate care facility with the federal Department of Housing and Urban Development. Federal regulations require that HUD financing be secured by only the parcel of land upon which construction occurs. This necessitates separating a fourth parcel from the existing three lots. While the fourth lot is required to satisfy HUD regulations, the applicant proposes to site and develop structures as though this were a single lot.

*The City of Saco hereby Ordains and Approves the Second and Final Reading of the document titled, ‘Contract Zone Agreement By and Between First Atlantic Healthcare and the City of Saco, Amended April 7, 2008’.*

PLEASE SEE MINUTES OF APRIL 7TH FOR SUPPORTING DOCUMENTS REGARDING THE ABOVE ENTITLED MATTER.

F. (Final) Zoning Ordinance Amendment – Multi Family Housing in R-2 District

Multi-family dwellings in the R-2 district are limited to eight units and are a conditional use. Recently a non-profit developer expressed an interest in converting a portion of the Kimball Health Center to 11 units of housing for veterans, which is an excellent reuse of a portion of this largely idle building. The Veterans Administration has now approved the project.

The Planning Board recommended the amendment in a unanimous vote for an amendment very similar to that before the Council, which would permit conversion of existing buildings, but allow minor modifications.

*The City of Saco hereby Ordains and Approves the Second and Final Reading of the document titled, ‘Saco Zoning Ordinance-Amendments to Section 410-2.R-2, conditional use, March 17, 2008’.***
Saco Zoning Ordinance – Amendments to Section 410-2. R-2, Conditional Use – March 17, 2008

(Underline represents new language, while strike-through represents language to be deleted)

1. Multi-family dwellings in structures containing no more than eight units each and substituting the language
1. Multi-family dwellings limited to no more than eight units in each building, unless a conversion of an existing building, within the existing structure, except for minor additions such as stair towers, entrances, dormers, and similar minor building features
Councilor Lovell moved, Councilor Cote seconded, to approve items B, C, D, E, F and I of the Consent Agenda. The motion passed with seven (7) yeas.

G. Maine Department of Transportation Capital Work Plan

Every two years, the Maine Department of Transportation (MDOT) solicits requests from the municipalities for transportation projects on state collectors and arterials. The submitted projects are considered for inclusion in the next biennial Capital Work Plan for fiscal years 2010 – 2011. The requests are made for only state roads outside of the PACTS (Portland Area Comprehensive Transportation System) jurisdiction.

For Saco, that limits the non PACTS requests to certain areas of the Industrial Park Road, Route One, Routes 112, Route 98, and Route 5.

Be it Ordered that the City Council authorize the City Administrator to submit to the MDOT the application for transportation needs for consideration in the FY 2010-2011 Capital Work Plan.
January 14, 2008

Dear Municipal Official:

I am writing to inform you that the Maine Department of Transportation (MaineDOT) is initiating its biennial request for transportation project priorities to Maine municipalities, Indian Tribes, and County Commissioners. This package applies to the part of your municipality outside of the boundaries of your Metropolitan Planning Organization (MPO). If your community has transportation needs outside the MPO boundary that you would like MaineDOT to consider, please respond to the enclosed forms by April 15th. This timeframe is necessary due to the need for spring and summer field reviews and project cost estimating. Projects will ultimately be selected based on factors such as capital funding, safety, system preservation needs, statewide or regional benefit, and the potential for transportation investment to stimulate or complement economic growth.

This mailing marks the beginning of MaineDOT's preparation for the 2010-2011 Capital Work Plan which will be submitted to the Legislature in early 2009. MaineDOT is asking your municipality or organization to respond to the enclosed attachments to communicate your transportation requests. Although we continuously receive correspondence leading to requests for capital transportation projects, we formally contact municipalities and other stakeholders for transportation capital projects consistent with the state budget cycle every two years.

As you are aware, the gap between transportation needs versus revenue continues to grow. While construction inflation continues to increase due in large part to global demand for materials, transportation revenue growth has been marginal, if at all, due to factors such as increasingly fuel efficient vehicles and people choosing to drive less because of high fuel costs. In Maine, the demand and expectation for transportation investments continues to grow. MaineDOT needs to increase bridge funding by up to $50 million a year and continues to spend the vast majority of its transportation resources simply maintaining existing transportation system components.

Enclosed are two forms, MaineDOT's Competitive Transportation Programs and Transportation Project Request, to be completed and returned to the MaineDOT by April 15, 2008.

For all MaineDOT's Competitive Transportation Programs your municipality simply has to indicate on the appropriate form that your municipality is interested in receiving more information about these specific programs. If you express interest and funding becomes available for these programs, MaineDOT will follow-up with additional information in the coming months. Indicating interest does not commit you to ultimately apply for any program.

The Transportation Project Request form provides an opportunity for you to submit your transportation priorities for all other types of projects. Since MaineDOT's projected funding will likely be predominantly limited to safety, rehabilitation, bridge and system preservation projects which...
are identified by engineering life-cycle assessments in addition to municipal and other requests, we recommend that you focus your requests linked to these project types. Project requests have a greater likelihood of being funded if they are directly linked to growing Maine’s economy, such as supporting tourism. This disclosure regarding technical inputs into project selection and basic system maintenance needs is not intended to discourage you from submitting your priorities. It just reiterates the need for all of us to think regionally in transportation investment decision-making. Again, we are asking you to fill out and forward the Transportation Project Request form to MaineDOT, which will review your transportation priorities and place them in context with Connecting Maine, MaineDOT’s Long Range Plan, Regional Transportation Assessments and Regional Strategic Investment Plans prior to forwarding them to MaineDOT.

We understand that you are very busy and often wear many hats, so we hope this approach will allow you to submit your priorities in a simple and direct manner. If you should have questions, please feel free to contact Bill Croce at bill.croce@maine.gov or phone 624-3282. MaineDOT, Bureau of Highway Systems Planning. We thank you in advance for your attention to this request.

Sincerely,

David A. Cole,
Commissioner
Attachment #2

**Route 112 from the Rocky Hill Road to the Saco line**
Complete construction of the Route 112 road reconstruction. The project will complete the reconstruction project identified in the 2002-2003 BTIP. This section of road needs to be constructed to handle the heavy truck traffic from western municipalities. The improvement will include property acquisitions, new base and sub base gravels, and drainage and shoulder improvements.

**Estimated Cost:**
The estimated cost is 4.0 Million

**Saco, Scarborough, Old Orchard Beach Turnpike Interchange**
This project would link Route 1 and the Maine turnpike in close proximity to Old Orchard Beach, Scarborough, and Saco town lines. The link would provide necessary relief to traffic congestion in all three communities by distributing the access points to the turnpike and redirecting traffic from the congested downtown areas.

**Estimated Cost**
The estimated cost would be approximately 25.0 million

**Rebuilding and Widening U.S. Route 1**

U.S. Route One is a vital North-South Arterial connecting major population centers in Maine and points south. The section proposed for improvement has witnessed significant commercial and business development, is home to a major theme park, and is the gateway to the City of Saco and premier beach resort areas of Old Orchard Beach and Saco. This project would address significant traffic safety concerns by adding shoulders, turning lanes, sidewalks, and bike paths, general pavement construction upgrades, improving horizontal and vertical alignment, improving drainage deficiencies, and addressing pedestrian safety issues.

**Estimated Cost**
The estimated cost would be approximately 20.0 million

**Eastern Trail**

The Eastern Trail (ET) is a proposed 55-mile long off-road trail between Kittery and South Portland that follows the former Eastern Railroad corridor, dating back to 1842. Construction of the entire 55 miles of trail is being phased in over time; in the interim an on-road route has been designated using secondary public roads. Pending funding, 2015 is the target date for completion of the off-route. Successes to date include the Scarborough Marsh Trail and the South Portland Greenbelt Trail, with work on a 1.6 mile trail segment in Scarborough and Old Orchard Beach scheduled for April-July 2008. Additionally, design work will begin in April 2008 for a bicycle/pedestrian bridge over the Maine Turnpike, a fully funded $2.6 million project.
The Eastern Trail is administered by the Eastern Trail Management District (ETMD),
compromised of the twelve communities crossed by the ET: Kittery, Eliot, S. Berwick, N.
Berwick, Wells, Kennebunk, Arundel, Biddeford, Saco, Old Orchard Beach, Scarborough, and South Portland. The Eastern Trail Alliance, a non-profit volunteer
group is also an ETMD member.

Four miles of the ET cross the City of Saco, including two significant hurdles: the Saco
River and U.S. Route One. The completion of the ET will provide an all-season,
transportation-recreational greenway that will connect communities, help create
walkable and healthy communities, and reduce unsanctioned land use such as ATVs.
The ET is one of three statewide trails of significance, and connects Maine with New
Hampshire bike routes at the Kittery/Portsmouth line. The ET is southern Maine’s
portion of the East Coast Greenway, the non-motorized transportation route connecting
Key West, Florida to New Brunswick, Canada.

**Estimated Cost**
Bridge, Saco River -- $3 million
Bridge, U.S. Route 1 -- $1.5 million
Trail, remainder of Eastern Trail within the City of Saco -- $250,000

**Cascade Road**
Pavement preservation (overlay) from US route 1 to the Saco Old Orchard Beach line.

**Estimated Cost**
The estimated cost for this project is $230,000.

**Improved Turning Radius on the Industrial Park Road**
This project would improve the turning radius of the curve located at the Municipal rail
siding and parking lot. The project would include land acquisition and construction of
new roadway, drainage, and utility work.

**Estimated Cost**
The estimated cost for this project is $150,000
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<td>Description:</td>
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<td>$15,720</td>
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<td>$100,000</td>
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<table>
<thead>
<tr>
<th>Route 9</th>
<th>2.55 miles</th>
<th>Bicycle Lane</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
<td>Property Acquisition</td>
<td>Construction</td>
</tr>
<tr>
<td>Asset Type:</td>
<td>Bicycle/Pedestrian-Major Collector</td>
<td></td>
</tr>
<tr>
<td>Sponsors:</td>
<td>MaineDOT</td>
<td></td>
</tr>
<tr>
<td>Description:</td>
<td>Bicycle/Pedestrian Facility Improvement: Construction of paved shoulders on Route 9. Beginning at Old Orchard Beach town line and extending southerly 2.55 miles to Camp Ellis Avenue.</td>
<td></td>
</tr>
<tr>
<td>Work Plan Funding Detail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>$75,272</td>
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<td>State</td>
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<tr>
<td>Total</td>
<td>$94,090</td>
<td></td>
</tr>
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</table>

Maine Department of Transportation
York County
Page 173
### Saco

#### Route 1
- **Distance:** 2.69 miles

**Pavement Preservation**

<table>
<thead>
<tr>
<th>Engineering</th>
<th>Property Acquisition</th>
<th>Construction</th>
<th>Other</th>
</tr>
</thead>
</table>

Funding Requisites: Local match to be provided by the municipality.

**Work Plan Funding Detail**

<table>
<thead>
<tr>
<th>Source</th>
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<tr>
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<td>$266,764</td>
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<td>Local-Other</td>
<td>$274,469</td>
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</table>

**Total:** $2,744,691

**Asset Type:** Highways-Minor Arterial

**Sponsors:** MaineDOT

**Description:** Highway Resurfacing and Lane Reconfiguration: Beginning at Interstate 195 and extending northerly 2.69 miles to Cascade Road.

#### Route 2
- **Distance:** 2.15 miles

**Highway Reconstruction**

<table>
<thead>
<tr>
<th>Engineering</th>
<th>Property Acquisition</th>
<th>Construction</th>
<th>Other</th>
</tr>
</thead>
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Funding Requisites: None

**Work Plan Funding Detail**

<table>
<thead>
<tr>
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<tr>
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<td>State</td>
<td>$186,379</td>
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**Total:** $866,683

**Asset Type:** Highways-Major Collector

**Sponsors:** MaineDOT

**Description:** Highway Reconstruction: Beginning at Old Orchard Beach town line and extending southerly 2.15 miles to Camp Ellis Avenue.

#### Elm Street
- **Distance:** 0.4 mile(s)

**Pavement Preservation**

<table>
<thead>
<tr>
<th>Engineering</th>
<th>Property Acquisition</th>
<th>Construction</th>
<th>Other</th>
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Funding Requisites: None

**Work Plan Funding Detail**

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<thead>
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<tr>
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<td>$126,904</td>
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<td>$30,027</td>
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</table>

**Total:** $156,931

**Asset Type:** Highways-Minor Arterial

**Sponsors:** MaineDOT

**Description:** Mill and Fill: Beginning 0.06 of a mile northerly of the Biddeford town line and extending northerly 0.40 of a mile to the intersection of Main Street.

#### Route 1

**Intersection Improvements**

<table>
<thead>
<tr>
<th>Engineering</th>
<th>Property Acquisition</th>
<th>Construction</th>
<th>Other</th>
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</thead>
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Funding Requisites: None

**Work Plan Funding Detail**

<table>
<thead>
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<tr>
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<td>$31,180</td>
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<td>State</td>
<td>$3,465</td>
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</table>

**Total:** $34,645

**Asset Type:** Highways-Minor Arterial

**Sponsors:** MaineDOT

**Description:** Modify Traffic Signals: Located at the intersection of Main Street, King Street, and Fairfield Street.

#### Garfield Street
- **Distance:** 0.63 mile(s)

**Pavement Preservation**

<table>
<thead>
<tr>
<th>Engineering</th>
<th>Property Acquisition</th>
<th>Construction</th>
<th>Other</th>
</tr>
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Funding Requisites: Local match to be provided by the municipality.

**Work Plan Funding Detail**

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<td>Local-Other</td>
<td>$59,739</td>
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</table>

**Total:** $298,697

**Asset Type:** Highways-Major Collector

**Sponsors:** MaineDOT Saco

**Description:** Highway Resurfacing: Beginning at Route 112 and extending 0.63 of a mile to Route 5.

#### Route 112
- **Distance:** 1 mile(s)

**Highway Reconstruction**

<table>
<thead>
<tr>
<th>Engineering</th>
<th>Property Acquisition</th>
<th>Construction</th>
<th>Other</th>
</tr>
</thead>
</table>

Funding Requisites: Local match to be provided by the municipality.

**Work Plan Funding Detail**

<table>
<thead>
<tr>
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<tr>
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<td>$10,063</td>
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<td>Local-Other</td>
<td>$42,253</td>
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</table>

**Total:** $211,264

**Asset Type:** Highways-Major Collector

**Sponsors:** MaineDOT Saco

**Description:** Highway Improvements: Beginning 0.03 of a mile northerly of Park Street and extending 1.00 miles to 0.34 of a mile southerly of Hillview Avenue.
B-Tip Wish List

Complete Route 112 Improvements.
Route One Improvement – I-195 to Cascade Road.
Sidewalk along Route One – I-195 to Fun Town.
Comprehensive City and regional Traffic Study.
Pedestrian Bridge over Goosefare Brook on Route One.
Upgrade drainage system in Route one from Goosefare Brook to Cascade Rd
Replace Goosefare Brook Route One culvert. Old, failing and undersized
Replace Cascade Brook culverts on Route One and Cascade Road. They’re old and undersized for developed area.
Increase Radius of Industrial Park Road curve at Garland Mfg.
Signal at Route 112 – Jenkins Road Intersection.
Intersection Improvements and/or signalization at Ferry Road & Old Orchard Rd
Signal at Industrial Park Road – Route One Intersection.
Cascade Road Overlay.
Replace Route 112 Deep Brook culvert. It is undersized and was overtopped in last year’s storm.
Route One Bike lane from I-195 to Cascade Road.
Pedestrian Bridge over Route One for the Eastern Trail.
Sidewalk along Route One – Fun Town to Cascade Road.

Councilor Lovell Moved, Councilor Cote seconded, that items BCDEF and I of the Consent Agenda be approved. The motion passed with seven (7) yeas.
H. 15 North Avenue – Lease Extension

The city’s old Camp Ellis Fire Station sits in a perilous position on North Avenue in Saco, and is subject from time to time to structural damage during coastal storms. In May of 1995, the City Council strongly considered the possibility of selling the property but, instead, decided to lease the building to Bastille Woodworking & Boat Works. The boat repair business does compliment the commercial and recreational boating activity at the Camp Ellis Pier.

The City of Saco entered into a lease agreement with James Bastille d/b/a Bastille Woodworking & Boat Works on May 23, 1995 to lease the old Camp Ellis fire barn. The premises is located on 15 North Avenue in Saco, more particularly described as the Old Camp Ellis Fire Barn, encompassing approximately a 4000 square foot area, located on Map 1, Lot 18 of the City tax maps. The leased space includes the 1,896 square foot building.

The Council considered and approved a renewal of said lease on October 26, 1996, for a term of 3 years. The owner of Bastille Woodworking & Boat Works asked the City Council to extend the lease agreement effective September 1, 2002 through April 31, 2008 – and Council so authorized.

Councilor Tardif moved, Councilor Morton seconded, that it be Ordered that the City Council authorize the City Administrator to execute the document titled, “Lease Agreement between the City of Saco and James J. Bastille and Sandra L. Bastille, a/k/a Bastille Woodworking and Boat Works”, for the property located at 15 North Avenue, Saco, Maine, for a period of five (5) years, effective September 1, 2008 through August 31, 2012, at a monthly rent as stated in (§3 Rental) of the Agreement. The motion passed with six (6) yeas. Councilor Bastille abstained.

LEASE AGREEMENT

This lease agreement is made and entered into this 1st day of September 2008, and between the CITY OF SACO, a Maine municipality located in the County of York and the State of Maine, LESSOR, and James J. Bastille and Sandra L. Bastille, a/k/a/ Bastille Woodworking and Boat Works, LESSEE.

WITNESSETH
1. **Premises Leased.** LESSOR does hereby lease to LESSEE certain premises located at 15 North Avenue in Saco, Maine more particularly described as the Old Camp Ellis Fire Barn. The building is a one-story concrete block two bay garage, which has the dimensions of 24 feet by 79 feet. The property is further described on the City of Saco tax records as Map 1, Lot 18.

2. **Term of the Lease.** The term of this lease shall be for a period of 60 months commencing **September 1, 2008**, and continue until midnight **August 31, 2012**. LESSEE may renew the lease upon the expiration of its regular term (but not if LESSEE is in default hereunder) for an additional period of one (1) year, subject to the same terms hereunder.

3. **Rental.** The LESSEE covenants and agrees to pay monthly rent (the “monthly rent”) in the sum of $463.87 a month, payable on the **20th of each month** for the term of the lease. The monthly rent portion of LESSEE’S payments hereunder shall be adjusted and increased annually, on the anniversary of the date of said lease, by an amount equal to 2.5 percent per year. It is a specific requirement and condition of this lease that LESSEE provides automated clearinghouse (“ACH”) withdrawal authority from the LESSEE’S bank payable to the City of Saco, as specified by the letter and instruction of the City’s Finance Director.

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual</th>
<th>Monthly</th>
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<tbody>
<tr>
<td>1st Year</td>
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<tr>
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<td>$499.54</td>
</tr>
<tr>
<td>5th Year</td>
<td>$6144.34</td>
<td>$512.03</td>
</tr>
</tbody>
</table>

4. **Utilities and Assessments.** The LESSEE shall also provide, at his own expense, all electricity, oil, telephone, water and all other utilities and services at the premises, except for the cost of the sewage disposal, which will be borne by the City.

5. **Alterations.** The LESSEE, at their own expense, may make alterations in and/or additions to the leased premises, but only after LESSEE obtains the express written approval of the LESSOR. All additions, improvements, fixtures shall become the property of LESSOR, unless a specific agreement to the contrary is executed.

6. **Maintenance and Repair.** The LESSOR and the LESSEE shall have the following maintenance and repair obligations related to the subject premises:

   a. The LESSEE shall maintain the existing heating system and have it in operating condition year round. LESSEE’S obligation to replace any part of said heating system shall be over and above normal maintenance and repair cost.
b. LESSEE hereby covenants and agrees to keep the premises in as good order, repair and condition as the same are in as of the commencement of the term hereof, or may be put in thereafter, damage by fire, flood, act of God or other unavoidable casualty and reasonable wear and tear accepted; and at the termination of this Lease, to peacefully yield up said premises and all additions, alterations and improvements hereto in such good order and repair and in condition leaving the premises clean and neat.

c. Inspection of Buildings and Grounds. Upon agreement of the parties to enter into this Lease Agreement but prior to LESSEE taking possession, an inspection and survey of the buildings and grounds shall be undertaken. LESSOR agrees to make available to LESSEE and all inspectors all past inspections and records relating to the premises.

d. LESSEE Takes Building As Is. LESSEE accepts the building "as is" with the inspection and survey forming the baseline of data for the condition of the building. In particular, LESSEE waives any claims it may have now or in the future against LESSOR, its employees and agents, relating to any air quality issue in the building, and to all other physical conditions and characteristics of said premises.

e. Maintenance and Operation By LESSEE. LESSEE, upon commencement of the Lease, shall assume responsibility for all day-to-day maintenance and repair of the building and shall keep the premises in at least as good condition as it was received. Such maintenance shall include preventative maintenance, servicing of all mechanical equipment on an annual basis, replacement of filters and light bulbs, seasonal shutdowns and energizing of water systems, compliance testing as required for fuel pumps, and otherwise ensuring that all equipment and fixtures are maintained in good and safe condition. Both the interior floors, walls and ceilings and all exterior features of the building shall also be maintained and repaired in good and functional condition so that the building will not deteriorate.

f. Maintenance of Grounds. LESSEE shall be responsible for the maintenance of the grounds and landscaping. LESSEE agrees to provide snowplowing services for the premises.

Maintenance Reports. LESSEE shall maintain reports regarding all maintenance and improvements to the premises, equipment and systems serving the premises. Such reports shall be updated quarterly and shall be available for inspection at all times by LESSOR upon LESSOR's request. Such reports shall detail work performed, name of entity performing the work, dates work was performed, costs of service, status of any equipment failures and status of any work in progress as of the date of the report.

b. Except for repairs and maintenance in subsection A above and as required on account of fire, flood, act of God or other casualty:

(1) LESSEE shall be responsible for all ordinary and necessary non-structural maintenance and repairs to the interior and exterior of the premises.
(2) LESSOR shall be responsible for all necessary replacement, over and above LESSEE’S obligation set forth above, except that LESSEE shall be responsible for all replacements made necessary by LESSEE’S fault or neglect.
(3) LESSEE shall further be responsible for glass windows situated in the premises and shall promptly replace the same in the event of breakage, without regard to the cause of such breakage unless the same is brought about through the negligence of fault of LESSOR.

(4) LESSEE shall all be responsible for all ordinary and necessary repairs to the mechanical and utility systems, which serve and which are within the premises. Mechanical systems include electrical, plumbing, sewerage, radiation and the like, but expecting the heating system itself which is addressed above. LESSEE shall at once report in fault or neglect.

7. Default. LESSEE shall be in default of this lease if he shall fail to comply with any condition, covenant or term herein unless, following written notice from LESSOR, LESSEE remedies said default within thirty (30) days. Notwithstanding the preceding, if LESSEE is delinquent, more than ten (10) days, in the payment of either the monthly rent, LESSOR may declare an automatic default and terminate the lease.

Upon default, LESSOR and LESSEE herein agree in advance that LESSOR will have the option to continue the lease on a month-to-month basis or to enter the premises and expel the LESSEE. LESSOR shall provide the LESSEE with 48 hours notice if it chooses to expel the LESSEE.

LESSEE, upon default or the normal expiration of this lease, agrees to peaceably and cooperatively vacate and surrender the premises. It is a specific condition for entering this lease, that LESSEE agrees herein that he shall be responsible for and shall pay all costs and reasonable attorneys fees should he default, and not peaceably vacate and surrender the premises as required hereunder.

1. Indemnity and Insurance by LESSOR. LESSEE shall hold the LESSOR harmless and indemnify the LESSOR against any and all claims for damage to property and for injury to persons arising from or relating to the use and/or condition of the premises and/or 2. failure of the LESSEE, in whole or in part, to perform their obligations hereunder, and against all fees and costs reasonably incurred by the LESSOR in defending any such claims. Without limiting the foregoing, the LESSEE shall maintain liability insurance for the amount of $1,000,000 per injury or occurrence for the protection of the interests of both the LESSOR and LESSEE. LESSOR shall be named as a certificate holder on the policy.

3. 4. 5. 9. Sublease of Assignment. LESSEE shall not sublease or assign his/her rights in the premises without the express written approval of LESSOR.

6. 7. 10. Use of the Premises. LESSEE’S use of said premises shall comply with local zoning ordinances and regulations and with all state and federal
regulations, laws and statutes, and the failure to comply shall constitute a
default hereunder.

8.

9.  11. Security Deposit. LESSEE has previously paid to LESSOR the sum of
$300 as a security deposit for LESSEE’S use of said premises. At the
conclusion of this Lease, if the property is returned to LESSOR in good order
and condition as otherwise set forth in this Lease, said security deposit will be
returned to LESSEE within the period of thirty (30) days of the return of said
premises to LESSOR.

10.

11. Parking. LESSEE shall encourage customers to use the Camp Ellis pier
parking lot. In addition, the LESSEE will keep three spaces available for
parking on the North Avenue side of the Shop.

12.

13. Signs. LESSEE shall have the right to place or erect signs, electric or
otherwise, on the demised premises, subject to the regulations, if any,
imposed by state law or regulation, or by local ordinance.

14.

15. Covenant of Quiet Enjoyment. LESSEE, paying the rent and observing the
covenants contained herein, shall be entitled to peaceably enjoy and hold the
demised premises during the full term of this Lease without interference from
LESSOR or LESSOR’S assigns.

16.

17. Construction. This Lease shall be construed under the laws of the State of
Maine.

18.

19. Severability. If any provision of this Lease is void or invalid as a matter of
law, the remaining provisions of this Lease shall remain in full force and
effect.

20.

17. Force Majeure. If fire, flood, act of God or other unavoidable catastrophe (a force
majeure event) renders the property untenable for a period of time, the terms of
this lease shall be stayed during the pendency of the force majeure event. If the
force majeure lasts more than sixty (60) days, or if it is likely the property may
remain untenable, LESSOR may suspend and terminate the lease without cost or
obligation to LESSEE except for return of his security deposit. LESSOR is under
no obligation to replace, repair or restore the premises following any force
majeure event.

18. Hazardous Materials. LESSEE shall not bring into or onto the property any
dangerous, explosive or hazardous materials, nor suffer anyone else to do the
same, without the express written permission of the LESSOR.

19. Termination.
a. Abandonment By LESSEE. Should LESSEE vacate or abandon the property
at any time prior to the termination date of the Agreement, such vacation or
abandonment shall be a breach of this Agreement and, in addition to any
other rights LESSOR may have, LESSOR may remove any property belonging
to LESSEE which remain on the premises.
b. Convenience Of LESSOR. This Agreement may be terminated by LESSOR for convenience upon ninety (90) days written notice to LESSEE. If the Agreement is terminated by LESSOR for convenience, LESSOR shall pay LESSEE for the reasonable value of all improvements made to the subject property by LESSEE, the value of which shall be based upon the quarterly maintenance and improvements reports as described in this agreement.

Date: Signed on this ........ day of ........, 2008

Witness:

________________________________________
Richard R. Michaud
City Administrator
City of Saco, Maine

________________________________________
James J. Bastille
Lessee

________________________________________
Sandra L. Bastille
Lessee

I. (First Reading) Zoning Ordinance Amendment – Regulation of Wind Turbines §730

With the installation of wind turbines at the treatment plant and on Saco Island, the City of Saco has taken the lead among Maine communities in utilizing alternative forms of energy. Recognizing that residents and businesses are also likely to be taking advantage of wind power, this proposal would establish standards for the installation and performance of “Small Wind Energy Systems.” As proposed, they would be allowed throughout the City on lots 20,000 square feet or larger, and would be limited to a 10 kW capacity and 100 feet in height. No more than one turbine would be allowed per lot; units could be installed with a permit from the Code Enforcement Office.

The Planning Board considered the proposed Ordinance amendment on 1/8/08; 03/04/08; and 03/18/08, and forwards a positive recommendation for passage.

Councilor Morton moved, Councilor Cote seconded, that the City of Saco hereby approves the First Reading of the document titled, ‘Amendments to Zoning Ordinance Article 3, §730 Small Wind Energy Systems, dated April 7, 2008,” and further moves to schedule a Public Hearing for May 5, 2008. The motion passed with seven (7) yeas.

The underlined passages are proposed as new language.

A) Article 3. Definitions.

**Small Wind Energy System:** a structure consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 10 kW, and which is intended to primarily reduce the on-site consumption of utility-supplied power. A SWES may also be mounted on an existing structure such as a roof, chimney, or wall of a building.

**Tower:** the vertical component of a Small Wind Energy System that elevates the wind turbine generator and attached blades above the ground.


A. The intent of the City is to regulate the placement and construction of Small Wind Energy Systems (SWES) in order to promote the safe and efficient use of SWES installed to reduce the on-site consumption of utility-supplied electricity, and to minimize the visual, environmental, and operational impacts of SWES on the City and its residents.

B. Submission Requirements. The following information shall be submitted as part of the building permit application to the Code Enforcement Office for a SWES:

1. A detailed description of the proposed SWES, to include:
   - specifications and drawings, including power generation capacity, of the generator, hub and blade prepared by the manufacturer or a professional engineer,
   - proposed height,
   - a line drawing, photograph or equivalent graphic representation of the Wind Turbine,
   - structural drawings of the wind tower, base or foundation, prepared by the manufacturer or a professional engineer. If attachment to an existing structure is proposed, a description or
     - drawing acceptable to the Code Enforcement Office shall be submitted,
     - documentation from the manufacturer that the SWES will produce noise levels in compliance with Section 801 of this Ordinance,
     - photographs of the proposed site.
2. If connection to the publicly regulated utility grid is proposed, a copy of the contract between applicant and utility verifying that the proposed connection is acceptable, and/or other evidence making clear that the utility is aware of the proposed connection and finds it acceptable.

3. Any additional information deemed necessary by the Code Enforcement Office.

C. Height. SWES height shall be the distance measured from the ground level to center of turbine. Height shall be limited to one hundred (100) feet, excepting municipal parcels or installations which shall be exempt from height restrictions.

D. Siting Requirements for SWES. The Code Enforcement Officer shall determine that the following standards will be met prior to issuance of a building permit for an SWES:

21. NO SWES shall be allowed on a parcel of land with an area of less than 20,000 square feet.

22. Illumination, signals and signs and antennas are prohibited on SWES except as required by the Federal Communications Commission or the Federal Aviation Administration.

23. All elements of a SWES shall be set back 50% of the distance from the ground to the center of the turbine from all boundaries of the applicant’s property, or shall adhere to the sideyard or rear yard setback, whichever is greater. If less than a 100% setback is proposed from all boundaries, then the Code Enforcement Officer shall require that the SWES and foundation design, taking into consideration soil conditions at the installation site, be certified by a State of Maine Licensed Professional Engineer.

24. If site layout is such that the collapse or structural failure of a SWES could reasonably be anticipated to be a threat to persons, buildings, vehicles, vegetation or other features of abutting property(ies) that would be harmed by such a failure, than proof of insurance against failure shall be submitted to the City. Said insurance shall be maintained as long as the SWES remains in place.

25. No more than one (1) SWES shall be permitted per lot and shall only generate energy for use for or in support of a main building and/or accessory buildings located on the same lot. This standard is not intended to prohibit the transfer of excess energy to the grid.

26. The SWES shall be designed with a monopole without guy wires support structure. Lattice towers are prohibited.

E. Noise Requirements
1. Both a manual and automatic braking, governing or feathering system shall be required to prevent uncontrolled rotation.

2. After approval and installation of the SWES, the Code Enforcement Officer may require the applicant to perform sound measurements at the closest property line to determine and report ambient and operating decibel levels.

F. Exemptions. The following are exempt from the provisions of this section:

1. SWES on property owned, leased or otherwise controlled by the City of Saco.
2. An SWES with a rated capacity of less than 500 watts.

VIII. ADJOURNMENT

Councilor Smith moved, Councilor Morton seconded, to adjourn. The motion passed with seven (7) yeas. TIME: 8:00 p.m

ATTEST: ____________________________
Lucette S. Pellerin, City Clerk