I. CALL TO ORDER – On Monday, May 4, 2009 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 Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith Jr., Ronald E. Morton, Sandra Bastille, Arthur Tardif, Eric Cote and Marston Lovell. City Administrator Rick Michaud and Lucette S. Pellerin, City Clerk were also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL: Proclamation – Train Day

V. CITY OF SACO PROCLAMATION: Train Day - May 9, 2009

WHEREAS: the City of Saco opened its Transportation Center on February 27, 2009; and

WHEREAS: the Transportation Center is America’s first green train station; and

WHEREAS: the Downeaster provides an efficient and economical transportation service between Portland, Saco, New Hampshire, and Boston; and

WHEREAS: Amtrak serves more than 500 destinations in 46 states; and

WHEREAS: 28.7 million passengers rode an Amtrak train in 2008, setting a new record for ridership for the sixth straight year; and
WHEREAS: National Train Day commemorates the driving of the “golden spike” that created the 1,776 miles of transcontinental railway when the Central Pacific and Union Pacific railroads were connected in 1869; and

WHEREAS: National Train Day celebrates the importance of train travel throughout the country; and

NOW, THEREFORE, I, Roland Michaud, Mayor of the City of Saco, on behalf of the City Council, do hereby proclaim Saturday May 9, 2009, to be National Train Day.

Signed this 4th day of May, 2009

Mayor Roland Michaud

Proclamation – Building Safety Week
City of Saco Proclamation
Building Safety Week 2009
May 3-9

Whereas our City’s continuing efforts to address the critical issues of safety, energy efficiency and sustainability in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians—dedicated members of the International Code Council—develop and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work and play, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes, and;

Whereas, Building Safety Week is sponsored by the International Code Council and International Code Council Foundation, to remind the public about the critical role of our communities’ largely
unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

Whereas, “Building Safety: Where You Live, Work and Play,” the theme for Building Safety Week 2009, encourages all Americans to raise awareness of the importance of building safety; green and sustainable building; pool, spa and hot tub safety; and new technologies in the construction industry. Building Safety Week 2009 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies.

Whereas, each year, in observance of Building Safety Week, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Roland Michaud, Mayor of the City of Saco, Maine do hereby proclaim May 3 through May 9, 2009, as Building Safety Week. Accordingly, I encourage our citizens to join in participation of Building Safety Week activities.

VII. APPROVAL OF MINUTES:

VIII. AGENDA ITEMS:

A. (Public Hearing) FY10 Municipal Budget

The City Administrator submitted the combined municipal operating and capital improvement budget for Fiscal Year - 2010 to the City Council on March 16, 2009. Pursuant to the City Charter, § 6.06 and 6.07, City Council Action on the Budget and Capital Program, a “Notice of Budget Hearing” was posted in the newspaper.

The purpose of this evening’s meeting is to hear public comment on the Combined Municipal Operating and Capital Improvement Budget.

Section 6.06 (b) further states that, “Amendment before adoption. At the next regular or special City Council meeting, at least seven (7) days after the public hearing, the City Council may adopt the budget with or without amendment….“ Section 6.06 (c) states, “the City Council shall, by order, adopt the budget at a regular City Council meeting on or before the first regular City Council meeting in June”.

The Public Hearing notice now includes the Council consensus changes.

Following the Public Hearing, and after taking into consideration comments heard this evening, and if there are no amendments, the Council may vote to adopt the Fiscal-Year 2009/2010 Combined Municipal Operating and Capital Improvement.

Councilor Cote moved, Councilor Morton seconded, to open the Public Hearing on the Fiscal-Year 2010 Municipal Operating and Capital Improvement Budget. The motion passed with seven (7) yeas.
Mr. Ken Murray, resident of Kennebunk, an advocate for So. Maine Agency for Aging addressed the Mayor and Council requesting fund for the agency. So. Maine Agency for Aging provided meals on wheels, along with other numerous services, to the residents of Saco.

Mr. Donald Lauzier of Saco and employee of Saco Biddeford Savings Bank advocated for the agency. Mr. Lauzier stated that in his opinion the agency is provides many benefits to our residents.

Mr. David Howe, 23 Cleveland St. spoke in favor of the Agency mentioning the nutritional aspect of one of the programs.

Councilor Cote moved, Councilor Lovell seconded, to close the Public Hearing.

<table>
<thead>
<tr>
<th>CITY OF SACO</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTICE OF BUDGET HEARING</td>
</tr>
<tr>
<td>There will be a Public Hearing on May 4, 2009 on the City of Saco's Municipal and Capital Improvement Budget. This special meeting will be held in the Council Chambers, City Hall, 300 Main Street at 7:00 p.m. The following is a summary of the proposed budgets. Copies of the complete proposed budgets are available for inspection at City Hall during regular business hours.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2010 COMBINED CITY BUDGET AND CAPITAL PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>REFLECTING COUNCIL CONSENSUS CHANGES THROUGH 04-27-09</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MUNICIPAL BUDGET</th>
<th>COUNCIL APPROVED FY 08-09</th>
<th>COUNCIL PROPOSED FY 09-10</th>
<th>CITY ADMIN</th>
<th>CHANGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor-Council (Legislative)</td>
<td>$ 20,600</td>
<td>$ 20,600</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>City Administration</td>
<td>$ 265,426</td>
<td>$ 265,426</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Finance/Technology Department</td>
<td>$ 757,459</td>
<td>$ 748,477</td>
<td>$ 745,122</td>
<td>(3,355)</td>
</tr>
<tr>
<td>City Clerk</td>
<td>$ 217,945</td>
<td>$ 252,445</td>
<td>$ 252,445</td>
<td>-</td>
</tr>
<tr>
<td>Tax Assessor</td>
<td>$ 182,697</td>
<td>$ 182,697</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>City Building Maintenance</td>
<td>$ 115,000</td>
<td>$ 115,000</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Police Department</td>
<td>$ 3,169,701</td>
<td>$ 3,227,105</td>
<td>$ 3,214,803</td>
<td>(12,302)</td>
</tr>
<tr>
<td>Fire/Ambulance Department</td>
<td>$ 2,575,605</td>
<td>$ 2,617,879</td>
<td>$ 2,608,879</td>
<td>(9,000)</td>
</tr>
<tr>
<td>Building Inspection</td>
<td>$ 247,828</td>
<td>$ 250,947</td>
<td>$ 250,947</td>
<td>-</td>
</tr>
<tr>
<td>Planning &amp; Economic Development</td>
<td>$ 300,928</td>
<td>$ 298,389</td>
<td>$ 298,389</td>
<td>-</td>
</tr>
<tr>
<td>Public Works Department</td>
<td>$ 4,345,366</td>
<td>$ 4,395,247</td>
<td>$ 4,431,581</td>
<td>(36,333)</td>
</tr>
<tr>
<td>Public Agencies</td>
<td>$ 559,800</td>
<td>$ 604,696</td>
<td>$ 563,696</td>
<td>(41,000)</td>
</tr>
<tr>
<td>Emergency Management</td>
<td>$ 5,900</td>
<td>$ 5,900</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Parks &amp; Recreation Department</td>
<td>$ 920,251</td>
<td>$ 982,452</td>
<td>$ 982,452</td>
<td>-</td>
</tr>
<tr>
<td>Debt Service</td>
<td>$ 1,753,585</td>
<td>$ 1,812,892</td>
<td>$ 1,812,892</td>
<td>-</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 2,460,036</td>
<td>$ 2,527,688</td>
<td>$ 2,527,688</td>
<td>-</td>
</tr>
<tr>
<td>Insurance</td>
<td>$ 179,425</td>
<td>$ 179,425</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Contingency</td>
<td>$ 89,241</td>
<td>$ 89,241</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>$ 363,876</td>
<td>$ 1,089,787</td>
<td>$ 146,000</td>
<td>(943,787)</td>
</tr>
<tr>
<td>Gross Municipal Budget</td>
<td>$ 18,646,881</td>
<td>$ 19,771,816</td>
<td>$ 18,798,705</td>
<td>(973,111)</td>
</tr>
<tr>
<td>Total Education Budget</td>
<td>$ 27,579,894</td>
<td>$ 27,579,894</td>
<td>$ 27,579,894</td>
<td>-</td>
</tr>
<tr>
<td>Total Combined Budget</td>
<td>$ 46,226,775</td>
<td>$ 47,351,710</td>
<td>$ 46,378,599</td>
<td>(973,111)</td>
</tr>
</tbody>
</table>
### MUNICIPAL ANTICIPATED REVENUES

<table>
<thead>
<tr>
<th></th>
<th>COUNCIL APPROVED FY 08-09</th>
<th>CITY ADMIN FY 09-10</th>
<th>COUNCIL PROPOSED FY 09-10</th>
<th>COUNCIL PROPOSED CHANGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Property (Excise) Taxes</td>
<td>$3,186,000</td>
<td>$3,086,000</td>
<td>$3,086,000</td>
<td>$-</td>
</tr>
<tr>
<td>Permits/Licenses/Fees</td>
<td>$975,011</td>
<td>$749,700</td>
<td>$749,700</td>
<td>$-</td>
</tr>
<tr>
<td>Intergovernmental Revenues</td>
<td>$767,442</td>
<td>$733,036</td>
<td>$733,036</td>
<td>$-</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>$621,500</td>
<td>$771,800</td>
<td>$771,800</td>
<td>$-</td>
</tr>
<tr>
<td>Other Unclassified/Miscellaneous</td>
<td>$696,962</td>
<td>$476,600</td>
<td>$561,600</td>
<td>$85,000</td>
</tr>
<tr>
<td><strong>Subtotal Revenues</strong></td>
<td><strong>$6,246,915</strong></td>
<td><strong>$5,817,136</strong></td>
<td><strong>$5,902,136</strong></td>
<td><strong>$85,000</strong></td>
</tr>
</tbody>
</table>

### OTHER MUNICIPAL CREDITS

<table>
<thead>
<tr>
<th></th>
<th>COUNCIL APPROVED FY 08-09</th>
<th>CITY ADMIN FY 09-10</th>
<th>COUNCIL PROPOSED FY 09-10</th>
<th>COUNCIL PROPOSED CHANGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund- Undes. Fund Bal.</td>
<td>$791,170</td>
<td>$1,991,170</td>
<td>$1,374,183</td>
<td>$(616,987)</td>
</tr>
<tr>
<td>General Fund- Des. Fund Bal.</td>
<td>$97,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>State Revenue Sharing</td>
<td>$1,550,000</td>
<td>$1,560,590</td>
<td>$1,560,590</td>
<td>$-</td>
</tr>
<tr>
<td>Ambulance Fund transfer</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$-</td>
</tr>
<tr>
<td>Economic Dev. Fund transfer</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$-</td>
</tr>
<tr>
<td>Saco Island/Downtown transfer</td>
<td>$45,000</td>
<td>$45,000</td>
<td>$45,000</td>
<td>$-</td>
</tr>
<tr>
<td>School Reimbursements to Pub.Wks.</td>
<td>$283,000</td>
<td>$283,000</td>
<td>$283,000</td>
<td>$-</td>
</tr>
<tr>
<td>Camp Ellis Fund transfer</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Subtotal Other Credits Municipal</strong></td>
<td><strong>$3,087,170</strong></td>
<td><strong>$4,200,760</strong></td>
<td><strong>$3,538,773</strong></td>
<td><strong>$(616,987)</strong></td>
</tr>
</tbody>
</table>

### SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>COUNCIL APPROVED FY 08-09</th>
<th>CITY ADMIN FY 09-10</th>
<th>COUNCIL PROPOSED FY 09-10</th>
<th>COUNCIL PROPOSED CHANGES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Municipal Expenditures</strong></td>
<td><strong>$18,646,881</strong></td>
<td><strong>$19,771,816</strong></td>
<td><strong>$18,798,705</strong></td>
<td><strong>$(973,111)</strong></td>
</tr>
<tr>
<td><strong>Education Expenditures</strong></td>
<td><strong>$27,579,894</strong></td>
<td><strong>$27,579,894</strong></td>
<td><strong>$27,579,894</strong></td>
<td><strong>$-</strong></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$46,226,775</strong></td>
<td><strong>$47,351,710</strong></td>
<td><strong>$46,378,599</strong></td>
<td><strong>$(973,111)</strong></td>
</tr>
<tr>
<td><strong>Municipal Revenues/Credits</strong></td>
<td><strong>$9,334,085</strong></td>
<td><strong>$10,017,896</strong></td>
<td><strong>$9,485,909</strong></td>
<td><strong>$(531,987)</strong></td>
</tr>
<tr>
<td><strong>Education Revenues/Credits</strong></td>
<td><strong>$11,797,941</strong></td>
<td><strong>$11,797,941</strong></td>
<td><strong>$11,797,941</strong></td>
<td><strong>$-</strong></td>
</tr>
<tr>
<td><strong>Total Revenues/Credits</strong></td>
<td><strong>$21,132,026</strong></td>
<td><strong>$21,815,837</strong></td>
<td><strong>$21,283,850</strong></td>
<td><strong>$(531,987)</strong></td>
</tr>
<tr>
<td><strong>Net Taxes to be raised municipal</strong></td>
<td><strong>$9,312,796</strong></td>
<td><strong>$9,753,920</strong></td>
<td><strong>$9,312,796</strong></td>
<td><strong>$(441,124)</strong></td>
</tr>
<tr>
<td><strong>Net Taxes to be raised education</strong></td>
<td><strong>$15,781,953</strong></td>
<td><strong>$15,781,953</strong></td>
<td><strong>$15,781,953</strong></td>
<td><strong>$-</strong></td>
</tr>
<tr>
<td><strong>Taxes to be raised City Council</strong></td>
<td><strong>$25,094,749</strong></td>
<td><strong>$25,535,873</strong></td>
<td><strong>$25,094,749</strong></td>
<td><strong>$(441,124)</strong></td>
</tr>
<tr>
<td><strong>County Taxes</strong></td>
<td><strong>$1,020,912</strong></td>
<td><strong>$1,020,912</strong></td>
<td><strong>$1,020,912</strong></td>
<td><strong>-</strong></td>
</tr>
<tr>
<td><strong>Overlay</strong></td>
<td><strong>$752,011</strong></td>
<td><strong>$752,011</strong></td>
<td><strong>$752,011</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>
**PROPOSED CHANGES TO FY10 BUDGET**

<table>
<thead>
<tr>
<th>Account #</th>
<th>Account Name</th>
<th>Original Budget</th>
<th>Council Proposed increase/(decrease)</th>
<th>Council Proposed Adjusted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>500910/</td>
<td>CAPITAL PROJECTS</td>
<td>1,089,787.00</td>
<td>(943,787.00)</td>
<td>146,000.00 bond issue &amp; stimulus funding (PACTS reduction)</td>
</tr>
<tr>
<td>10500/500354</td>
<td>PW STREET LIGHTS - RENTAL EQUIPMENT</td>
<td>190,666.67</td>
<td>69,333.33</td>
<td>260,000.00 under-budgeted in comparison to estimates</td>
</tr>
<tr>
<td>10270/300751</td>
<td>REVENUE - SALE OF CITY ASSETS</td>
<td>(50,000.00)</td>
<td>(85,000.00)</td>
<td>(135,000.00) Sale of Wilson Road property</td>
</tr>
<tr>
<td>10482/500432</td>
<td>PW - RECYCLING CURBSIDE COLLECTION</td>
<td>309,228.00</td>
<td>(10,000.00)</td>
<td>299,228.00 revised estimate</td>
</tr>
<tr>
<td>10482/500431</td>
<td>PW - SOLID WASTE TIPPING FEES</td>
<td>397,943.00</td>
<td>(13,000.00)</td>
<td>384,943.00 revised estimate</td>
</tr>
<tr>
<td>10620/500712</td>
<td>PUBLIC AGENCIES - TATV</td>
<td>25,000.00</td>
<td>(12,500.00)</td>
<td>12,500.00 to reflect the use of Senior Volunteer for Council Meeting camera operation</td>
</tr>
<tr>
<td>10384/500113</td>
<td>IT - TEMP WAGES (CAMERA OPERATOR)</td>
<td>3,355.00</td>
<td>(3,355.00)</td>
<td>- to reflect the use of Senior Volunteer for Council Meeting camera operation</td>
</tr>
<tr>
<td>10462/500313</td>
<td>PD - HEATING FUEL</td>
<td>19,200.00</td>
<td>(4,300.00)</td>
<td>14,900.00 to reflect change from estimated cost to bid price</td>
</tr>
<tr>
<td>10462/500319</td>
<td>PD - GAS &amp; OIL</td>
<td>49,125.00</td>
<td>(8,002.00)</td>
<td>41,123.00 to reflect change from estimated cost to bid price</td>
</tr>
<tr>
<td>10482/500317</td>
<td>PUBLIC WORKS - MINOR EQUIPMENT</td>
<td>103,000.00</td>
<td>(10,000.00)</td>
<td>93,000.00 deferring second pump until FY2011</td>
</tr>
<tr>
<td>10472/500313</td>
<td>FD - HEATING OIL</td>
<td>37,000.00</td>
<td>(7,000.00)</td>
<td>30,000.00 to reflect change from estimated cost to bid price</td>
</tr>
<tr>
<td>10472/500319</td>
<td>FD - GAS &amp; OIL</td>
<td>27,000.00</td>
<td>(2,000.00)</td>
<td>25,000.00 to reflect change from estimated cost to bid price</td>
</tr>
<tr>
<td>10620/500715</td>
<td>PUBLIC AGENCIES - PAROCHIAL SCHOOLS</td>
<td>34,500.00</td>
<td>(28,500.00)</td>
<td>6,000.00 to reflect reduction in Notre Dame textbook budgeting request</td>
</tr>
</tbody>
</table>

**Total increase/(decrease)** (1,058,110.67)

Revenue increases (85,000.00)
Expenditure decreases (973,110.67)
a. Adoption of FY09/10 Municipal Budget  
b. FY10 State Required Action  
c. Set the FY10 Property Tax Due Dates  
d. Reconfirm Tax Policy FY10  

Please note that Agenda Items a., b., c., and d. will be considered at the next Council Meeting.

e. WWTP Budget Adoption FY10

Councilor Tardif moved, Councilor Lovell seconded, that it bet Ordered that the City Council move to adopt an appropriation order for the adoption of the Fiscal Year 2009-2010 Waste Water Treatment Plant budget of the City of Saco, Maine as follows:

Approve gross expenditures of $6,712,984; to be offset by $6,712,984 in anticipated revenues and other transfers. Gross expenditures include $4,675,000 in capital improvements and $2,037,984 in operational expenses. As discussed at the December 15, 2008 Council Workshop, this budget includes $4,430,000 in capital improvements to proceed with engineering specifications, bid documents and construction of the replacement Wastewater Treatment Plant process building. This project will be completed through the drawdown of designated and undesignated fund balance and requires no long-term financing. This budget represents no change in the current rate of sewer user fees. Further move to approve the Order. The motion passed with seven (7) yeas.

IX. CONSENT AGENDA:

A. (First Reading) Contract Zone – Wireless Telecommunication Facility at 202 McKenney Road

U.S. Cellular dba Maine RSA #1, Inc., proposes to erect a 190 foot telecommunications tower on a 100’X100’ portion of the property at 202 McKenney Road. This applicant proposed the same project in 2008, an effort that ended in disagreement over space being made available on the tower for use by the City. The applicant has reconsidered its position, and submitted an agreement with the Police and Fire Chiefs.

Wireless Telecommunication Facilities are not an allowed use in the C-1 zone. The applicant has identified this location due to its desire to cover the service area in northwest Saco, where coverage is poor. A contract zone is the only option that would allow a cell tower to be built and operated in this location. There is precedent for cell towers being allowed via contract zoning; existing towers off Industrial Park Road, Rte. One and Flag Pond Road were approved as contract zones.

"Be it Ordered that the City Council approve the First Reading of the contract zone document entitled “Contract Zone Agreement By and between Maine RSA #1, Inc. and the City of Saco,” dated April 7, 2009; and further to schedule a Public Hearing for May 18, 2009."
Contract Zone Agreement
By and between
Maine RSA #1, Inc. and the City of Saco

April 7, 2009

THE CITY OF SACO HEREBY ORDAINS:

I. That the zoning ordinance of the City of Saco, dated January 2, 1985 as amended through December 5, 2008 is hereby amended by adopting the proposed change in use as further described in the following contract by and between the City of Saco and Maine RSA #1, Inc., (the U.S. Cellular Corporation).

This contract amends the Saco Zoning Ordinance in order to permit the construction of a Wireless Telecommunication Facility at 202 McKenney Road, identified as Tax Map 125, Lot 10, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

1. Maine RSA #1, Inc., (the Applicant), and/or its affiliates, proposes to construct a single Wireless Telecommunication Facility in the form of a monopole tower one hundred ninety (190) feet in height at 202 McKenney Road (Subject Property).

2. The record owner of the Subject Property is Linda L. Fenderson. Right, title and interest for the application is demonstrated via an Option to Lease by and between Linda Louise Fenderson, 1018 South Street, Dayton, Maine and Maine RSA #1, Inc., with an address of Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, a Maine corporation.

3. Said Option to Lease would grant the right to construct, operate and maintain a Wireless Telecommunications Facility, as defined by the City of Saco Zoning Ordinance, on a 100 foot by 100 foot portion (0.23 acre) of the Subject Property.

4. The Subject Property has an area of 8.25 acres, and is a legally nonconforming lot due to having only sixty (60) feet frontage on McKenney Road; two hundred (200) feet of frontage is required in the C-1 zone. A single family dwelling exists on the property.

5. The Subject Property is located in the C-1 zoning district.

6. Wireless Telecommunication Facilities not an allowed use in the C-1 district.

7. As stated in a letter dated March 5, 2009 from Robert Gashlin, KJK Wireless, 8 Providence Avenue, Falmouth, Maine, agent for U.S. Cellular, “U.S. Cellular is licensed by the Federal Communications Commission to provide telecommunications service to northwest Saco and the surrounding areas where it lacks adequate coverage and capacity.”

8. The Applicant requests that the City of Saco establish a Contract Zone specifically and exclusively for the portion of the Subject Property subject to said Option to Lease in order to
allow the construction, operation and maintenance of a Wireless Telecommunication Facility.

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

A. Notwithstanding Section 410-14, a single Wireless Telecommunication Facility, as described in the application materials submitted by KJK Wireless on behalf of Maine RSA #1, Inc., to include a one hundred ninety (190) foot monopole tower and supporting infrastructure, antennas, utilities, equipment shelter, back-up power generator, propane tank, associated equipment and an access road from McKenney Road, sited within a fenced enclosure as shown on a site plan submitted by the Applicant, entitled “U.S. Cellular, Site Name: Salmon Falls, Site No.: 853399,” shall be regarded as a permitted use on the Subject Property.

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

1. The Wireless Telecommunication Facility is subject to review under the provisions of Section 728, and Article 11, Site Plan Review of the Saco Zoning Ordinance.

2. Except as addressed in this Contract Zone document, the project shall adhere to all other applicable provisions of the City of Saco Zoning Ordinance.

3. All details as shown on the final plan approved by the Planning Board are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans. Minor changes may be approved by the staff of the City of Saco. Any changes determined by the staff to be "major" shall be submitted to the Planning Board for review. 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.

4. This Document and Contract Zone affects only the Subject Property.

5. This contract and its provisions shall apply exclusively to the contract zone request submitted by the Applicant and/or its agents.

6. This Document and the Contract Zone it creates shall not be transferable prior to development as proposed by the Applicant, unless permission for said transfer or conveyance is approved by the City Council.

7. **Failure of the Applicant to secure site plan approval from the Planning Board, and any and all other permits or approvals that may be required by the City or other regulatory agencies including but not limited to the Maine Department of Environmental Protection and/or Federal Communications Commission within one year of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicant, this one year deadline may be extended by one year upon written request submitted by the Applicant, subject to approval by the City Council.**
8. Breach of these conditions and restrictions by the developer shall constitute a breach of the contract. Said breach of contract shall constitute a zoning violation, subject to enforcement action by the City of Saco.

9. The Applicant shall provide the City of Saco with a co-location position on the proposed tower at an elevation between ninety (90) and one hundred ten (110) feet above the base of the tower, and with other considerations as specified in the “Agreement to Provide Space at US Cellular Telecommunications Facility to be Located at 202 McKenney Road, Saco, ME 04072” at no cost to the City, in order that the City may install or have installed an antenna for wireless telecommunication purposes.

10. It is the intent of the City that towers, structures or similar installations erected as part of a Wireless Telecommunication Facility shall be available to multiple tenants, carriers, and/or providers of wireless telecommunication service. The Applicant shall provide a signed statement obligating the owner of the Facility and its successors and assigns to:

   a. Respond in a timely, comprehensive manner to any request for information from a potential co-location applicant, in exchange for a reasonable fee not in excess of what is commonly charged within the telecommunications industry;

   b. Negotiate in good faith based on commonly accepted practices within the telecommunications industry for shared use of the facility by third parties, thereby agreeing to not limit the number of carriers utilizing the Facility to less than the carrying capacity of the Facility;

   c. Allow shared use of the facility on a first come, first served basis if any applicant agrees in writing to pay charges for co-location that are commonly accepted within the telecommunications industry;

   d. Require no more than a reasonable charge for shared use, based on commonly accepted practices within the telecommunications industry. This charge may include, but is not limited to a pro-rata share of the cost of planning project administration, site design, construction, financing, return on equity, depreciation, and all of the costs of adapting the Facility or equipment to accommodate a shared user without causing electromagnetic interference.

   e. The City of Saco is specifically recognized as not being a potential co-location applicant, and is not bound by terms herein.

IV. By vote of the Saco Planning Board on April 7, 2009, and the Saco City Council on _____, 2009, the following findings are hereby adopted:
A. The portion of Map 125, Lot 10 proposed as a site for a Wireless Telecommunication Facility by the Applicant and/or its agents is of an unusual nature and location, for the following reasons:

1. The property is unique because it is located in an area that has substandard or no wireless telecommunications service. Also, US Cellular has determined that this specific location is required to effectively implement its Federal Communications Commission license.

2. U.S. Cellular’s intended service area is in northwest Saco where the overwhelming majority of land is zoned Conservation District (C-1). The Ordinance provides that telecommunications facilities are permitted only in the Light Industrial / Business Park District, Highway Business District, Business Park District, and Industrial District. No such districts are located in close enough proximity to U.S. Cellular’s intended coverage area to provide adequate service. Accordingly, U.S. Cellular proposes to construct its Facility in the Conservation District pursuant to contract zoning.

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

Part One and Part Two of the Saco Comprehensive Plan discusses the origins, trends, and existing socio-economic conditions in Saco. Like many northern New England manufacturing based communities, Saco has recognized the need to transition to a more diverse, dynamic, and contemporary orientation which is a basis for a viable community. Saco has successfully made this transition and the catalyst has been innovation and forward thinking community planning. Wireless telecommunication facilities do provide a stimulus for a diverse, dynamic and contemporary community. For example, currently 85% of all citizens own cell phones and 22% have replaced traditional land based telephones with cell phones as their only means of communications. Many people work from their homes and require adequate cell phone service and broadband (which wireless telecommunications facilities provide). Many people also require cell phone service while they commute to work, while they conduct routine errands, and during emergency situations. Last year up to 30% of all calls for emergency services in Maine came from cell phones. Wireless telecommunications have become a fundamental need in many people’s lives and this trend is still evolving.

U.S. Cellular’s proposed Facility is also consistent with Part Four of the Saco Comprehensive Plan that encourages compatibility with regional plans. Specifically, US Cellular’s intent to provide cellular service to northwest Saco that currently has inadequate or no such service is directly compatible with Governor Baldacci’s Wireless Telecommunications Initiative and the Federal Government’s Telecommunications Act of 1996.

The Saco Comprehensive Plan, Section 17B, states a goal is “To assure that new commercial and industrial development occurs in a way that is visually and environmentally sound and that protects established residential neighborhoods.” The location of the Facility will have a minimal impact on the area because it is located in a relatively remote and forested area on an 8.25-acre parcel that is 200’ back from the closest property line and approximately 750’ back from McKenney Road. The Facility will produce minimal or no noise, dirt, dust, glare, odor, fumes, smoke, gas, sewerage, refuse, vibration, or danger of explosion or fire.

The Saco Comprehensive Plan, Section 17F, states a goal is “To accommodate the growth of commercial and industrial activities in designated growth areas where public services
and facilities are or can be provided.” The Saco Comprehensive Plan has identified northwest Saco as one of the fastest growing areas in Saco. This area currently has substandard or no telecommunications service and the Facility will provide such service that will accommodate the growth of commercial and residential activities.

The Saco Comprehensive Plan, Section 17M, states a policy that “The City should continue to pursue economic growth that expands the City’s tax base.” It is anticipated that the Facility will produce a revenue stream for the City in the form of personal property taxes.

C. The proposed use is consistent with, but not limited to, existing uses and allowed uses within the C-1 zone. Similar existing uses in the C-1 zone include a Wireless Telecommunication Facility off Flag Pond Road, a cable television tower off Boom Road, and a radio broadcast tower off Simpson Road. Allowed uses include agriculture, single and two-family dwellings, essential services, kennels, timber harvesting, golf courses, hospitals and clinics, extractive industry, etc.

D. The conditions and restrictions noted above are adequate to meet the intent of the Saco Zoning Ordinance.

Based on the above findings, and the conditions and restrictions listed above, 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 all the conditions and restrictions as contained herein.

Adopted by the Saco City Council on , 2009.

City of Saco

Richard Michaud, City Administrator

B. (First Reading) Contract Zone – Bear Brook Estates, LLC, Mobile Home Park, Ocean Park Rd

Applicant Bear Brook Estates LLC, represented by John Daigle of the Old Orchard Beach Campground, proposes a contract zone that would allow a 41-unit mobile home park to be constructed on a 16.5 acre portion of the campground parcel. Mobile home parks are not an allowed use in the B-2c and R-4 zoning districts in which the campground is located. The contract zone would limit dwelling units within the park to manufactured homes installed on foundations, and establishes the minimum lot size at 7,500 s.f.

Units are probably best described as “modular homes,” ranging from 1,000 to 1,400 s.f. in size with 2-3 bedrooms, installed on a slab foundation. Lots would be accessed via a proposed interior roadway off Ocean Park Road, which will remain private. Utilities would be public. The Affordable Housing Committee has reviewed this proposal favorably. If the contract zone is approved, the applicant would return to the Board for site plan and subdivision review.

“The City Council hereby ordains and approves the First Reading of the contract zone document entitled “Contract Zone Agreement By and between Bear Brook Estates, LLC and the City
of Saco,” dated April 7, 2009; and furthers moves to schedule a Public Hearing for May 18, 2009.

D. (First Reading) Zoning Ordinance Amendment: Section 805

This proposed Zoning Ordinance amendment would update the City’s approach to stormwater management as required by the Maine Department of Environmental Protection (MDEP) under its Small Municipal Separate Storm Sewer Systems program (MS4). This is one piece of a comprehensive stormwater plan designed to reduce the discharge of pollutants within Saco’s urban area, and to protect water quality in keeping with requirements of the federal Clean Water Act.

The City of Saco hereby approves the First Reading of the document titled, ‘Amendments to Zoning Ordinance Section 805, Stormwater Run-Off, dated April 27, 2009” and further moves to schedule a Public Hearing for May 18, 2009.

F. Building Use Agreement – 80 Common Street, Garage (outbuilding)

The proposed building use agreement is for the garage (outbuilding) located at 80 Common Street, identified on city tax map 31, as lot 209, and is by and between the City of Saco and Saco Spirit for Business, and the School Department. The permitted use for the garage is shared storage for Saco Spirit and the School Department. All parties have reviewed the agreement and found it to be satisfactory.

Be it Ordered that the City Council authorize the City Administrator to execute the document titled, ‘Building Use Agreement, dated May 2009’.

BUILDING USE AGREEMENT

May______, 2009

THIS BUILDING USE AGREEMENT, entered into on and as of this ___ day of May, 2009, 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”) and Saco Spirit for Business, having a principal place of business at 146 Main Street, Saco, Maine, (hereinafter referred to as “Saco Spirit”), and the School Department with a place of business located at 90 Beach Street, Saco, Maine 04072 (herein referred to as School Department).

WITNESSETH:

1. SUBJECTS REFERRED TO. Each reference in this Agreement 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) Tenants: Saco Spirit for Business School Department
P.O. Box 336 90 Beach Street
146 Main Street Saco, Maine 04072
Saco, Maine 04072

(c) Premises: 80 Common Street – Map 31, Lot 209 – out building (Garage) only; lease does not include any other improvement or structure on parcel

(d) Permitted Uses: Storage

(e) Term Commencement Date: January 1, 2009

(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 a garage, and is leased as is, where is, without warranty or covenant as to fitness for use. The Tenants accept the conditions and express the intention to use the premises as provided by Fire and Life Safety Codes.

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

B. Tenant Improvements. The Tenants represent they shall undertake at their sole cost and expense, and perform in a safe and workmanlike manner, the following improvements:

1. Paint the exterior of building.

C. 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. Tenants shall have and hold the Premises, unless sooner terminated, for a term of two (2) years commencing on the Term Commencement Date. The term shall commence on January 1, 2009.

4. RENT. The yearly rent of $1.00 annually is to be paid on the Term Commencement Date, and each anniversary of said date thereafter until termination.
5. RENEWAL OPTION. Renewal is completely at the sole discretion of the City. Tenants may notice the City of their interests to renew at any time during the final year of occupancy.

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

7. UTILITIES. Tenants are 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. PARKING. Tenants shall maintain all parking spaces associated with premises.

9. PERMITTED USES.

   (a) The Tenant shall use the premises for the purposes of storage. 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 Tenants’ 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 Tenants 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 Tenants 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. Tenants shall peacefully and quietly enjoy the leased property for the intended purposes without disturbance of the City. It shall be a breach of this Lease for either Tenant or any employee, agent or guest of either Tenant to cause a disturbance, or to threaten, intimidate or interfere with any third parties at the premises, or the City.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

   (a) Tenants 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), Tenants shall make no other alterations in, or additions or improvements to the Premises, without first obtaining in writing the City’s written consent, to such alterations or improvements.
(c) Any alterations or additions authorized by the City shall be performed with care, in a workmanlike manner, and shall be at Tenants’ cost unless otherwise agreed in writing.

14. INSURANCE AND INDEMNIFICATION.

(a) Tenants agree to indemnify the City and hold it harmless from and against any and all claims, actions, damages, liability and expense, including attorney’s and other professional fees, related to or in connection with any loss of life, personal injury and/or damage to structure which arises from or is related in any way to the occupancy or use by Tenants of the building or any part thereof. The City specifically and intentionally waives and releases, in advance, any and all claims for damages to personal property stored within the structure.

(b) At all times after the execution of this Lease, Tenants will take out and keep in force, at their 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 either 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 the City 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 untenanted in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the City, provided, however, that in case the Premises damaged by fire or any other casualty that the City shall not desire to rebuild, or if the Premises be taken by condemnation, this Lease shall terminate at the City’s option and rent shall be apportioned to the time of such termination. Tenants shall be given prompt notice of any decision not to rebuild, or of condemnation.

16. ASSIGNMENT AND SUBLETTING. The Tenants 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 Tenants under this Lease:

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

(ii) Tenants 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) Tenants 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) Tenants 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 assignmen 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) The City shall in no event be in default in the performance of any of its obligations hereunder unless and until the City shall have failed to perform such obligations within twenty (20) days after written notice by either Tenant to the City reasonably specifying the default alleged, and specifying wherein the City has failed to correct or abate said default.

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

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

(b) The City may terminate this lease agreement. Subject to Section 14, it may file suit to recover from Tenants 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) The City 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. The City may make alterations and repairs to the demised premises.

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

19. ACCESS. The City 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 City elects to undertake, or such other purposes as the City deems necessary, provided that the City provides Tenants with 24-hour advance notice, except for emergencies, in which case the City 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 Tenants: Saco Spirit for Business School Department
146 Main Street 90 Beach Street
21. SURRENDER. The Tenants shall at the expiration of this Lease remove all of the Tenants’ goods and effects from the demised premises within seven (7) days. The Tenants shall deliver to the City all keys, locks thereto; and other fixtures which the City does not request Tenants 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. Tenants, as well as their employees, agents and guests, are prohibited from smoking in any part of the premises except in those locations designated by the City, if any.

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

24. CANCELLATION: This agreement may be cancelled by the City with a 14 day written notice to the Tenants.

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

WITNESS: Saco Spirit for Business

____________________________  ________________________
Signature  Print Name

____________________________  ________________________
Print Name  Title

WITNESS: School Department

____________________________  ________________________
Signature  Print Name

____________________________  ________________________
Print Name  Title
Councilor Smith moved, Councilor Morton seconded, to approve Agenda Items A., B., D. and F. The motion passed with seven (7) yeas.

C(First Reading) Zoning Ordinance Amendment: Shoreland Zoning Article 3

These proposed Zoning Ordinance amendments would update the City’s approach to Shoreland Zoning, consistent with the July 1, 2009 deadline imposed by the State of Maine Guidelines for Municipal Shoreland Zoning Ordinance that was amended May 1, 2006 by the Department of Environmental Protection (DEP). DEP staff has reviewed the proposed changes and found them acceptable. Formal acceptance of the changes by the DEP Commissioner will occur after Council action.

Councilor Cote moved, Councilor Smith seconded, The City of Saco hereby approves the First Reading of the document titled, ‘Amendments to Zoning Ordinance Section 7-1, Article 3, Section 504, Section 902-4 and Zoning Map, dated April 27, 2009’ and further moves to schedule a Public Hearing for June 1, 2009. The motion passed with six (6) yeas and one (1) nay. Councilor Bastille voted in the negative.

E.(Second & Final Reading) Code Amendment Chapter 118 River, Harbor & Waterfront

Sections of Chapter 118 have been updated to address issues pertaining to mooring requirements, pier use agreements, headway speed only zones, and the use of the new beaching piles installed at Camp Ellis. These changes were made during workshops between Public Works staff and members of the Coastal Water Commission. The Commission voted unanimously on March 4, 2009 to recommend the council approve the changes to Chapter 118.

Councilor Cote moved, Councilor Mills seconded that the City of Saco hereby Ordains and Approves the Second and Final Reading of the document titled, ‘Amendments to Chapter 118: RIVER, HARBOR AND WATERFRONT, dated March 4, 2009’. The motion was tied with three (3) yeas and three (3) nays. Councilors Tardif, Smith and Mills voted in the negative. Councilor Bastille abstained. Mayor Michaud voted in the affirmative breaking the tie vote. Motion passes with four (4) yeas and three (3) nays.
Amendments to CHAPTER 118
RIVER,HARBOR AND WATERFRONT ORDINANCE

Dated: March 4, 2009

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

ARTICLE I
General Regulation of Waters
§ 118-1. Title and Purpose.
§ 118-2. Scope and Enforcement.
§ 118-3. Violations, Penalties, Manner and Method of Service
§ 118-4. Definitions.
§ 118-5. Coastal Waters Commission
§ 118-6. Harbor Master; Duties

ARTICLE II
Prohibited or Restricted Actions
§ 118-7. Waterskiing and Aircraft
§ 118-8. Derelict Vessels.
§ 118-9. Obstructing a Wharf, Dock or Pier
§ 118-10. Diving, Swimming, Fishing on or near Wharves, Docks, Landings, Piers or Within the Channel Prohibited
§ 118-11. Obstructing Channel or Inner Harbor
§ 118-12. Operation of a Vessel Without Proper Safety Equipment
§ 118-13. Imprudent Operation of a Vessel
§ 118-14. Failing to Report Collision or Accident
§ 118-15. Endangerment of Life or Property

§ 118-16. Beach Restrictions
§ 118-17. Headway Speed Only Zones
§ 118-18. Use of Dune Area
§ 118-19. Harbor Patrol
§ 118-20. Waste and Refuse
§ 118.21. Storage

ARTICLE III
Rentals and Rental Agents
§ 118-22. Definitions
§ 118-23. Licensing and Rental Agreement
§ 118-24. Prohibited Acts
§ 118-25. Agent Negligence; City’s Right to Recovery of Costs

ARTICLE IV
Camp Ellis Pier, Parking Lot and Public Landing Regulations
§ 118-26. Title
§ 118-27. General Regulations
§ 118-28. Camp Ellis Pier and Parking Lot Fund
§ 118-29. Traffic & Parking Regulations
ARTICLE I
General Regulation of Waters
[Adopted 4-18-1995; Amended 5-15-2006]

§ 118-1. Title and Purpose.

This article shall be known as the "Saco River, Harbor and Waterfront Ordinance." This Ordinance is hereby adopted by the City of Saco to ensure the proper operation of recreational and commercial watercraft, and to promote the safe enjoyment and recreational use of the City’s waters, including waterways, tidal areas, rivers and beaches.

§ 118-2. Scope and Enforcement.

No provision of this Ordinance shall be interpreted as conflicting with federal and state laws applicable to the coastal waters, tidal rivers and harbors of this State, but shall be read as supplementing said laws where applicable. This Ordinance shall be enforced by the City through its designated Harbor Master, Harbor Patrol and other subordinates or designees.

§ 118-3. Violations, Penalties, Manner and Method of Service

A. Penalties - Whoever violates any of the provisions of this Ordinance is guilty of a separate offense for each day, part of a day, or event during which the violation is committed, continued, or permitted. Unless stated for elsewhere, each offense, upon conviction, is punishable by a civil penalty of not less than $100 and not more than $2500.

B. Violations:

(1) Derelict Vessel §118-8 - A violation of section D or E shall have a mandatory minimum fine of $250 that may not be suspended.

(2) Operation of a Vessel without Proper Safety Equipment §118-12 - A violation of this section shall have a mandatory minimum fine of $150 that may not be suspended and a citation may be issued for each piece of equipment that is missing, not in proper working order or in poor condition.

Each day, if the offense is repeated, shall constitute a separate violation. If the violation relates to damages caused, said party, if found responsible, shall bear reasonable costs of repair in addition to any fines and fees assessed hereunder.
C. Manner and Method of Service - Notice to owner or to persons responsible for a violation of this order shall be made in the following manner and method.

At the discretion of the acting authority, a warning may be issued verbally or in writing, so long as such warning is recorded and made available for future reference.

If, in the discretion of the acting authority, a citation is deemed necessary, such citation will be issued in the following manner:

(1) The citation includes the name of the responsible person and/or owner, the date and time of the violation, a general reference location for the violation, a description of the violation and the location of and date of appearance at the local court having jurisdiction;

(2) The citation used is authorized and accepted by the District Court of the State of Maine;

(3) Service of the citation is made upon the violator by a person authorized under law to make such service; and

(4) The completed citation is properly recorded in the District Court of the State of Maine having jurisdiction over the violation.

§ 118-4. Definitions.

For the purposes of this article, the following definitions shall apply, unless the context clearly indicates another meaning:

BEACH – Refers to that shoreline area directly adjacent to bodies of water, which is customarily comprised of sand, ledge, or loose rock.

BEACHING PILINGS – Pilings installed adjacent to the landing for purpose of pier user permit holders’ boat maintenance.

BERTH – The place where a vessel lies when at anchor, on a mooring or at a wharf.

CAMP/CAMPING – The building of and/or occupation of any shelter, tent, lean-to, or other structure or vehicle intended to provide its occupants refuge from the weather.

CHANNELS – Areas of the harbor and river kept open for navigation or other purpose by rule or regulation of the City Council, the Department of the Army Corps of Engineers, the Harbor Master or other regulatory or legislative body.

COMMERCIAL USER – The owner of a commercial vessel.

DOCK – The slip or waterway extending between two piers or projecting wharves or cut into land for the reception of vessels.

FLOAT – A platform that floats and is anchored at or near shore, used for landing or other purposes.

HARBOR – The tidal waters within the geographical limits of the City from the high tide watermark to the 3-nautical-mile line shown on the most recently published Federal Government nautical chart. It shall specifically include Saco Bay and all portions of the Saco River.

HARBOR MASTER – The officer appointed by the Director of Public Works to enforce this Ordinance, and oversee the jurisdiction area of the River and Harbor.
HEADWAY SPEED – Refers to the minimum amount of power necessary to allow your vessel to navigate safely through the water. Depending on the size, composition and design of the vessel, headway speed may vary.

INNER HARBOR – Refers to the area from green can buoy #7 to the area known as the Lower Narrows and encompasses all of Camp Ellis.

LANDING – A place for landing and discharging persons or things, as from a vessel.

MOORING – Is the means of securing a vessel to a particular location in City waters, other than temporarily by anchor. Dock, pier, wharf or float tie-ups are not moorings. A vessel is moored if at anchor for more than 48 consecutive hours.

PIER – Means a structure extending into navigable water for use as a landing place or to protect or form a harbor. This definition will include breakwaters, jetties and commercial locations used for the loading and unloading of cargo.

PIER USE AGREEMENT - Documents the proper care and use of the Camp Ellis pier facilities and must be signed by the prospective permit holder prior to issuance of a pier use permit.

PORT – Includes Saco Bay, the City wharves at Saco, together with all known landings and any other public landings or wharves that might be acquired by the City of Saco.

RENTAL AGENT - Any person, firm, proprietorship or corporation that rents canoes, kayaks, sailboats under 20 feet in length, personal watercraft and/or motorized watercraft under 22 feet in length to the general public for a fee.

SAFETY EQUIPMENT – Includes, but is not limited to, signals, flares, horn, fire extinguisher and personal flotation devices as defined in federal law per the Federal Boat Safety Act of 1971, Public Law 92-75, as amended.

VESSEL – Includes boats of all sizes, propelled by sail, machinery or hand; scows, dredges, shellfish cars and craft of any kind, including:

A. COMMERCIAL VESSEL - Any vessel that is used in an activity that produces income.

B. RECREATIONAL VESSEL - Any vessel used strictly for pleasure and that does not produce any income.

C. COMMERCIAL VESSEL PIER USE – Allows vessels paying the appropriate fee use of the floats, pier, hoists and fuel facility.

D. RECREATIONAL VESSEL PIER USE – Allows vessels paying the appropriate fee use of the floats. Limited occasional use of the pier, hoists, and fuel facility is allowed with the permission of the Harbor Master.

WATERS – Shall mean Saco Bay and its surrounding coastal waters and beaches, the Saco River and its surrounding tidal areas, as well as those port and landing facilities owned and/or managed by the City.
WHARF - A structure of timber, masonry, cement, earth or other material, built on the shore of a harbor, river, canal or the like, especially one extending parallel to the shoreline, so that vessels may lie close alongside to receive and discharge passengers and cargo.

§ 118-5. Coastal Waters Commission.

A. Purpose and duties.

(1) Establishing policy and procedures. The Saco Coastal Waters Commission exists for the general purpose of studying and evaluating public usage of and boating access to coastal waters under the jurisdiction of the City of Saco and planning for its future use; to advise the City Council on policy and procedure matters; and to propose to the City Council regulations concerning the Saco River and the City's coastal waters. The proposed regulations and policies shall be consistent with federal and state law.

(2) Further duties. In addition, the Commission shall review and cooperate in maintenance and care of City-owned waterfront facilities with the Harbor Master and Public Works Department and plan harbor improvements in conjunction with the City, state and federal authorities. The Commission shall sit as a Board of Appeals to hear an appeal from any person aggrieved by any decision, act or failure to act of the Harbor Master. The Commission shall regularly inform the City Council and other boards, committees, commissions or officials of the City as is appropriate of its activities.

(3) The Commission shall review, evaluate and make a recommendation to the Director of Public Works on the new appointment of the Harbor Master.

B. Organization.

(1) The Coastal Waters Commission shall consist of seven members, appointed by the Mayor and confirmed by the City Council.

(2) Neither a municipal officer nor his or her spouse may be a member of the Commission.

(3) Any question of whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting thereon shall be decided by a majority vote of the Commission's members, except the member who is being challenged.

(4) Commissioners may be removed by the City Council for cause, after notice and hearing. A Commissioner shall forfeit his membership on the Commission if he fails to attend three consecutive regular meetings of the Commission without being excused by the Commission. The Chairman of the Commission shall notify the Mayor of the forfeiture of office by a Commissioner.

(5) The term of office of a member shall be three years. Members may be appointed for a maximum of two three-year terms, but may be appointed again after one year off the Commission. Each commissioner shall be a resident of the City, shall be persons qualified to perform the duties of such office and shall serve without compensation.

C. Procedure.

(1) A Chairman and Secretary shall be elected by the Board in April of each year.

(2) The Chairman or City Administrator shall call meetings of the Commission as required. The Chairman shall also call meetings of the Commission when requested to do so by a majority of the members or by the Mayor. The Commission shall meet at least twice per year, semiannually, to conduct official business. A quorum of the Commission necessary to conduct an official
Commission meeting shall consist of at least four members. The Chairman shall preside at all meetings of the Commission and shall be the official spokesman of the Commission.

(3) The Secretary shall assure that a permanent record of all Commission meetings and all correspondence of the Commission is maintained. The Secretary shall be responsible for maintaining those records which are required as part of the various proceedings which may be brought before the Commission. All records to be maintained or prepared by the Secretary are deemed public and shall be filed in the Municipal Clerk’s office and may be inspected at reasonable times. The City Administrator may assign secretarial help to do minutes and other clerical work of the Commission.

(4) The Commission shall adopt rules of procedure, which will be recorded by the Secretary, for any matter relating to the conduct of any hearing, provided that any rule may be waived by the Commission upon good cause shown.

D. Procedure for appeals from decision of the Harbor Master.

(1) Jurisdiction. The Coastal Waters Commission shall hear any appeal by any person affected directly or indirectly from any decision, order, rule, act or failure to act of the Harbor Master. In deciding any appeal, the Commission shall hear and approve, approve with modifications or conditions or disapprove the decision, order, rule, act or failure to act of the Harbor Master from which the appeal is made. The Commission's decision shall be made within 30 days of the filing of the appeal.

(2) The Commission may receive any oral or documentary evidence but shall provide, as a matter of policy, for the exclusion of irrelevant, immaterial or unduly repetitious evidence. Every party shall have the right to present his case or defense by oral or documentary evidence, to submit rebuttal evidence and to conduct such cross-examination as may be required for a full and true disclosure of the facts.

(3) The transcript of testimony, if any, and exhibits, together with all papers and requests filed in the proceeding, shall constitute the record. All decisions shall become part of the record and shall include a statement of findings and conclusions, as well as the reasons and/or basis therefor. Notice of any decision shall be mailed or hand delivered to the petitioner, his representative or agent, agency or office, the City Administrator, City Clerk, Mayor and City Council within seven days of its decision.

(4) An appeal may be taken from any act or decision of the Coastal Waters Commission by appeal to the City Council.

E. Interlocal cooperation. The municipal officers of the City of Saco recognize the aesthetic beauty and environmentally sensitive condition of the Saco River, its harbors and the coastal waters of Saco Bay and fully recognize its obligation to the citizens of Saco and future generations to protect such a natural resource. The City Council further recognizes that the City of Biddeford also has an obligation to its citizens to protect these natural resources and, in the spirit of cooperation, hereby authorizes that the Coastal Waters Commission of Saco join with a similar Commission created by the City of Biddeford to address and incorporate community needs and wishes. The Commission shall have no police powers or authority to create regulations and ordinances or to commit funds, but shall exist for the general purposes enumerated in Subsection A(1), Establishing policy.

§ 118-6. Harbor Master; Duties.

There shall be a Harbor Master appointed by the Director of the Department of Public Works. The Harbor Master will be under the direction of the Director of Public Works who will act as his/her immediate supervisor. He or she shall also have those duties and liabilities of that office as prescribed
by state law, municipal ordinances and regulations adopted by the municipal officers, Coastal Water Commission or such other bodies empowered to regulate municipal harbors and specifically assigned herein including the proper designation of channels, assignment and location of anchorages, the assignment and monitoring of moorings, maintenance and placement of buoys, and other defined tasks, all as herein set forth below.

A. Channels. Channels for the passage of boats shall be designated on the plans of the Saco River, dated November 5, 1963, and filed with the City Clerk, and as updated from time to time. Said plans are hereby incorporated by reference as part of this Article.

B. Anchorage. Vessels shall be anchored in the harbor in such places or areas as the Harbor Master shall designate. The Harbor Master may at any time order any vessel at anchor to change position when, in his opinion, such vessel is so anchored as to impede navigation or to endanger other vessels.

C. Moorings.

(1) Assignment of moorings.

(a) No mooring shall be set within City waters except by permission of the Harbor Master. Any person wishing to place a mooring in City waters or to relocate an existing mooring shall submit a Mooring Permit Application to the City and request such permission in advance from the Harbor Master. The Harbor Master shall then assign a location for such mooring and shall advise the applicant concerning the requirements of these rules and regulations. In the assignment of moorings, the Harbor Master shall, insofar as the same may be done consistently with these rules and regulations and with due regard for the safety of other vessels and of navigation, give consideration to the choice of the applicant. However, where mooring rights of individuals are claimed to be invaded and protection is sought of the Harbor Master, the Harbor Master shall assign and indicate to the masters or owners of the vessels the location which they may occupy for said mooring, and the Harbor Master shall assign mooring privileges in all cases where individuals who own or have an interest in the shore rights are complainants and shall locate suitable mooring privileges temporarily or permanently, fronting their lands if so requested, but not so as to encroach upon the natural channel or channels established by this article. Moorings shall be set by July 30th of each year.

(b) City Hall shall maintain a waiting list, with a registration fee established by the City Council after a public hearing. [Amended 4-18-2000; 4-7-2003]

(c) The Harbor Master, based upon the waiting list, shall authorize moorings on a first-come-first-served basis, except that commercial harbor users may be given priority for facilities developed for commercial users with federal funds. The Harbor Master will provide the updated lists to the City Clerk on May 1, July 1 and October 1 each year and at other times when requested. The lists shall be provided to any member of the public who requests them. If there is a dispute about mooring assignments, the Saco Coastal Waters Commission shall hear appeals from the decisions of the Harbor Master.

(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) The City of Saco Mooring Permit Application form contains additional rules and regulations regarding use and placement of moorings.

(c) Permits shall be good for one year (March 15 to March 14).

(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.

(e) The annual application fee for the waiting list shall be established by the City Council after a public hearing. [Amended 4-7-2003]

(f) Moorings are not transferable except as provided by M.R.S.A. Title 38 section 3-A. [Amended 12-21-1998]

3 Adequacy of moorings. All existing moorings hereinafter to be set shall be of sufficient size to hold the vessel for which they are used. All moorings shall have approved buoys and must be visible at all times.

4 Inspections of moorings. The Harbor Master or their designee shall inspect moorings biannually. [Amended 4-18-2000]

(a) All mooring requirements will be determined by the Harbor Master. Guidelines on mooring block weight, attachment requirements and chain link size are listed on the mooring permit application.

5 Manner/Condition of Moorings:

(a) All mooring floats shall meet United States Coast Guard regulations.

(b) The float attached to the mooring line shall be of sufficient size to remain afloat when not attached to the vessel.

(c) The Harbor Master may at any time examine any mooring or mooring line to determine compliance with this section. Except in the case of an emergency, he shall notify the
owner of his intention to examine the mooring and request the presence of the owner during such examination. Any cost of examination shall be borne by the owner of the mooring.

(6) Vessels moored as to impede navigation or to endanger other vessels. All moorings, whether now existing or hereinafter set, shall be so located or relocated that the vessels secured thereby will not impede navigation within City waters nor endanger other vessels moored therein. If the Harbor Master shall find that any vessel is so moored as to impede navigation or to endanger other vessels, he may require that the owner of the mooring or of the vessel secured thereby take such steps, whether by shortening the scope of the mooring lines or by the use of additional mooring or mooring lines, as will prevent such impeding of navigation or endangering of other vessels; or, in the alternative, he may order that the mooring be removed and relocated. In requiring the removal of a mooring because of its danger to other mooring last set shall be the first ordered to be removed. Any person so ordered by the Harbor Master acting under this subsection shall remove a vessel within 48 hours after order; provided, however, that if the Harbor Master shall find an emergency requiring immediate action to prevent injury to life or damage to property, he or she may cause said mooring and any vessel attached thereto to be removed and relocated or re-moored without advance notice to owner. Any expense involved shall be borne by the owner of the mooring or vessel.

(7) Interference with Moorings. Except by direction of the Harbor Master acting in an emergency or with permission of the owner, no person shall move or interfere with any mooring or vessel in the harbor.

(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.

(9) Violations as to Moorings.

(a) Upon a first violation of this article relating to moorings, the Harbor Master shall issue a written warning to the owner of the mooring, and to any operator if applicable.

(b) Any subsequent violation by any person receiving a warning shall be subject to those penalties as set forth in Section 118-3.

(c) In addition to any fines sought and/or paid, the City, by and through the Harbor Master, shall retain the unilateral right to remove moorings that are in channels or otherwise obstruct navigation or that remain in violation of this article, provided that a written warning has first been given to the owner. Any such removal shall be at the expense of the owner. The Harbor Master may place a lien on any mooring and related tackle that he removes under this article to secure his claim for expenses.

D. Buoys other than for mooring vessels. No buoy of this type shall be placed in channels leading to wharves, nor shall such buoys be placed less than three vessel lengths from a mooring buoy for that vessel. The Harbor Master is empowered, in the interest of public safety, to require the removal of any buoys.

**ARTICLE II**

Prohibited or Restricted Actions
§ 118-7. Waterskiing and Aircraft.

A. Vessels towing water-skiers and aquaplanes. There shall be no waterskiing in congested mooring areas, anchorage areas or in speed-limit areas. No person shall operate a vessel while towing water-skiers, aquaplanes or similar devices unless there is present in said vessel, in addition to the vessel operator, another person in a position to observe and assist the person or appurtenance being towed. The operator of such a vessel will be held responsible for compliance with the navigating rules for both the vessel and the person or appurtenance being towed. Except in connection with water carnivals and exhibitions authorized by the City Council, no such activity may be conducted during the period between 1/2 hour after sunset and 1/2 hour before sunrise. Special waterskiing areas will be designated by the City Council.

B. Hours regulated. No person shall engage in surfing or waterskiing or the use of surfboards or water skis or jet skis in the tidewaters along the shore in Saco Bay from Goose Fair Brook, along the ocean, including the shore at Kinney Shores, Bay View, Ferry Beach and Camp Ellis, so called, from June 1st of each year to September 10th of the same year, during the period commencing at 9:00 a.m. and ending at 5:00 p.m., except in connection with water carnivals and exhibitions authorized by the City Council. No such activity may be conducted during the period commencing 1/2 hour after sunset and ending 1/2 hour before sunrise.

C. Water-ski jumps. No person shall locate or use on the public waters under the jurisdiction of this Council a water-ski jump without first obtaining the approval of the City Council or its duly authorized representative.

D. Aircraft. Aircraft shall be governed by the appropriate rules and regulations of the Maine Aeronautics Commission, excepting that they shall observe the same mooring and anchorage rules and regulations that apply to vessels.

§ 118-8. Derelict Vessels.

An owner, captain or operator of a vessel allows that vessel to become derelict if:

A. The vessel lacks any license or registration, the prerequisite of which is required by state or local authority to allow operation of such vessel in the harbor;

B. Is submerged to a level substantially above its normal water line and remains so for a period greater than 48 hours;

C. Is damaged to the extent that it cannot be moved under its own power; or

D. The owner, captain or operator of the vessel has failed or refused to comply with the lawful orders of the harbormaster, assistant harbormaster or a law enforcement officer. A violation of this section will have a mandatory minimum fine of $250 that may not be suspended;

E. The owner of the vessel has failed or refuses to pay any applicable license fee, excise tax, harbor usage fee, mooring fee, dock or landing fee or any other service fee imposed by the city or Harbor Master. A violation of this section will have a mandatory minimum fine of $250 that may not be suspended.

F. Disclosure of Vessel Ownership – This section requires the disclosure of ownership of any vessel operating within the statutory limits of the City of Saco and further requires all
corporate, partnerships, trusts and any other non-individual, including those persons undisclosed, anonymous or otherwise unidentifiable principals, responsible for the maintenance of property and vessels and accountable with respect to violations of this ordinance.

G. Order of Disposal; Abatement of Violation by the City and Recovery of Costs

(1) When the Harbor Master, after notice in writing to the owner of any derelict vessel by regular mail or by publication in a newspaper in the county three weeks successively, and after a hearing on such matter, adjudge that such vessel was or is derelict, dangerous or a nuisance, they may make and record an order prescribing what disposal shall be made thereof. The city clerk shall deliver a copy of such order to a constable or deputy sheriff, who shall serve such owner, if the owner is a resident of the state, with an attested copy thereof, and make return of his actions thereon to the clerk forthwith. If the owner or part owner is unknown or resides outside this state, such notice shall be given by publication in a paper published in the county for three successive weeks.

(2) If no application is made to the superior court, as is provided in this section, the city council shall cause such vessel to be abated, removed or altered in compliance with their order, and all expenses thereof shall be repaid to the city within 30 days after demand, or may be recovered of such person by an action for money paid.

(3) Any owner aggrieved by an order made pursuant to this section may, within 30 days after such order is so made and filed, apply to the superior court which shall forthwith, after notice and hearing, affirm, annul or alter such order.

(4) If the court affirms an order made pursuant to this section, costs shall be recovered by the city; if it wholly annuls such order, the applicant shall recover costs; and if it alters it in part, the court may render such judgment as to costs as justice requires.

Note: §118-3 Penalties, Violations, Manner and Method of Service outlines the fine for violations of this section.

§ 118-9. Obstructing a Public Wharf, Dock, Landing or Pier.

No person shall obstruct a wharf, dock, landing or pier by intentionally or knowingly:

A. Obstructs, by any means whatsoever, the free use of any public wharf, dock, landing or pier and is not actively engaged in the loading or unloading of persons, product or cargo; or

B. Allows a vessel under that persons control or ownership to remain tied, moored or affixed to a public wharf, dock, landing or pier without legal authorization from the City or payment of docking fees.

§ 118-10. Diving, Swimming, Fishing on or near Public Wharves, Docks, Landings, Piers or Within the Channel Prohibited.
A. No person shall dive from or swim within 50 feet of any public wharf, dock, landing or pier. This restriction does not govern or limit special events sanctioned by the City, nor commercial divers and emergency personnel or others who have been granted special permission by the Harbor Master. At no time, other than for emergency purposes, may anyone swim within the channel.

B. No person shall fish from city wharves.

§ 118-11. Obstructing Channel or Inner Harbor Prohibited.

No person, firm, or organization may intentionally, knowingly or recklessly obstruct a channel or the inner harbor by:

A. Setting any commercial fishing gear within the inner harbor or a channel; or

B. Place or set any lobster traps, including buoys, within 100 feet of a mooring; or

C. Place, stop, or anchor any vessel within a channel without providing for adequate room for a vessel of any reasonable size to navigate safely around in both directions simultaneously.

D. Knowingly or willfully obstruct the free use of any channel or waterway within the harbor.

§ 118-12. Operation of a Vessel Without Proper Safety Equipment.

No Person shall operate a vessel without meeting current State Law.


A person may not intentionally, knowingly or recklessly operate a vessel in violation of State Law (Title 12).

§ 118-14. Failing to Report Collision or Accident.

The owner, captain or operator of a vessel involved in a collision with another vessel, a wharf, pier, landing, dock or other fixed object within the harbor; a fire on-board; or an accident as defined by the United States Coast Guard, must report such collision to local law enforcement or the Harbor Master by quickest means.

Failing to report such collision, fire or accident, regardless of visible damage or injury, constitutes a violation of this section.

§ 118-15. Endangerment of Life or Property.

A person is guilty of endangerment of life or property if that person:

A. Operates a vessel and fails to have a proper lookout while towing a water-skier; or
B. Operates a vessel and fails to require a water-skier to wear a personal flotation device (PFD); or
C. Operates a vessel and permits a passenger to ride on the swim platform; or
D. Operates a vessel and engages in “teak surfing”, “drag surfing” or otherwise allows someone to physically hang onto the stern, transom, swim platform or gunnels of a vessel; or
E. Water-skis without wearing a personal flotation device (PFD); or
F. Rides or physically hangs onto the stern, bow, transom, swim platform or gunnels of a vessel while underway.

The provisions of this section do not apply to emergency personnel in the performance of their duties; emergency situations in which this activity could not be avoided; or the use of approved recreational equipment designed to be towed behind a vessel as long as the distance behind the vessel is adequate to prevent injury from moving parts, fuels and/or carbon monoxide gases.

§ 118-16. Beach Restrictions

Alcoholic Beverages - The consumption or possession of alcoholic beverages is prohibited on any beach. For the purposes of this section, any person found within reasonable reach of an alcoholic beverage is deemed to be in possession.

Vehicles Prohibited on Beach - No motorized or vehicular traffic of any kind may enter or use the beach for any purpose, with the exception of public safety vehicles and those City vehicles designated for public works purposes.

Overnight Camping on Beaches Prohibited - No person or group may camp or otherwise set up temporary, overnight shelter on a beach for any purpose. Overnight is defined as any time following sunset and before sunrise.

Camp Fires or Burning on Beaches Prohibited - No person or group may have a camp fire or otherwise burn on a beach for any purpose.

§ 118-17. Headway Speed Only Zones

A. Headway speed only zones shall be established by the Coastal Waters Commission for the tidal areas of the Saco River and Saco Bay.

B. Designated headway speed only zones will be marked appropriately with buoys, signs or other reasonable markers likely to come to the attention of boaters. All types and locations of markers or buoys placed into the river or harbor will be approved by the authority having jurisdiction over navigable waters.

C. Once approved, buoys will be placed in the designated areas by the Harbormaster, Assistant Harbormaster, or by an independent contractor hired by the City with the recommendation of the Harbormaster and Coastal Waters Commission. Placement of buoys or markers within the areas shall be at the discretion of the Harbor Master.
D. These zones will be reviewed periodically to ensure that they do not conflict with state or local law and reflect the needs of the citizens of Saco.

§ 118-18. Use of Dune Area.

No traffic of any kind, vehicular or pedestrian, may enter or use any area of the beach wherein so-called dune grass is growing. It shall also be a violation of this section to burn, crush, uproot, poison or in any other manner kill, injure or remove any dune grass or any other vegetation growing on the beach.

For the purposes of this section, subsequent violations will have been committed for each square foot of dune grass damaged, injured or destroyed.

§ 118-19. Harbor Patrol

A. Recognizing the increase in recreational boating traffic and other activities within the Saco River and Saco Bay, the City of Saco hereby establishes the Harbor Patrol, which shall be operated under the supervision of the Chief of Police.

B. The Harbor Patrol will be responsible for ensuring that safe boating practices are used within our waterways and for the enforcement of City Ordinances and State Law.

C. Members of the Harbor Patrol will be law enforcement officers as defined under Title 25, section 2801-A(5). The Chief of Police may appoint such members of the Police Department as Harbor Patrol members as shall from time to time be necessary.

D. The Harbor Patrol will typically operate from Memorial Day weekend to Labor Day weekend or longer, as determined by available resources and the Chief of Police.

§ 118-20. Waste and Refuse.

No person or vessel shall discharge, deposit, throw, sweep or cause to be deposited or swept into or upon the waters of Saco or into waters adjacent thereto any gas, fuel, coolant, oil, bilge water, human waste, ashes, dirt, stone, gravel, mud, logs, planks or any object or substance tending to pollute or obstruct the harbor or waters adjacent thereto or to shoal the depth of said waters. No person or vessel shall discharge, dump or dispose of any refuse, garbage, offal, gas, oil, fuel, coolant, waste, fish waste, or any other object or substance tending to pollute upon any shore of the City of Saco.


Personal property, such as lobster pots, automobiles, cradles, boats, etc., shall not be stored on city wharves or landings. Exemptions to this rule shall be considered on an individual basis when submitted, in writing, to the Harbor Master. The hauling-out area at Camp Ellis will be under the jurisdiction of the Harbor Master.

ARTICLE III

Rentals and Rental Agents
§ 118-22. Definitions.

Rental Agent is defined as any person, firm, proprietorship or corporation who specifically rents canoes, kayaks, sailboats under 20 feet in length, personal watercraft and/or motorized watercraft under 22 feet in length to the general public for a fee.

§ 118-23. Licensing and Rental Agreement.

Licensing - All Rental Agents are to acquire and maintain a current business license through the City of Saco, and secure all pertinent State and Federal licenses as necessary. Furthermore, Rental Agents must abide by all requirements or provisions issued by the Code Enforcement Officer, Planning Board, Zoning Board or other City official.

Rental Agreement - A rental agent must provide, to any person whom they know to be operating a canoe, kayak, sailboat, personal watercraft (PWCs) or motorized watercraft:

A. The occupant capacity and weight limits of the craft being rented and operated.
B. Proper operational instruction and safety education for the craft being used.
C. Personal Flotation Devices (PFDs) of adequate size and proper working order for all intended occupants of the craft.
D. Verify, by way of demonstrated ability, the operator’s knowledge of the craft and equipment and ability to control and maneuver the craft safely.
E. Written information pertaining to local and state laws governing the body of water in which they will be operating and a brief description of the so-called rules of the road. For PWCs or motorized watercraft, the information will also include the laws pertaining to headway speed violations and a map indicating “headway speed only” areas.

For subsection “B”, the rental agent may use an audio/visual presentation in lieu of personal instruction, however, the sole use of written instruction will not satisfy the requirements of this section.

For subsection “D”, the rental agent may accept a watercraft license issued from another state or from the United States Coast Guard as proof of demonstrated ability. The rental agent may also waive the requirements of subsection “D” if the person renting has previously rented and demonstrated their ability, with that type of equipment, within the last 30 days.


The following violations, in addition to the fines outlined in section 118-3, will also result in the immediate suspension of all City business licenses and/or permits.

No Rental Agent may continue to operate until the violations have been corrected and the City is satisfied with those corrections.

A. Failing to Provide Safety Instruction: A rental agent is guilty of failing to provide safety instruction if they fail to comply with all the requirements of section 118-23.

B. Failing to Maintain Records: The rental agent must maintain written records showing that the requirements of section 118-23 were followed. If a waiver of subsection “D” is allowed, a photocopy
of the watercraft license, USCG license or previous rental agreement and demonstrated ability must be included. Rental agents may not destroy these records in the event of a watercraft accident, drowning or other incident involving the rented equipment. Records may otherwise be destroyed six months following the date of rental.

C. No License / Violation of Licensing Agreement: Any Rental Agent who fails to obtain or maintain a current City business license; or who fails to abide by the requirements of section 118-23 is guilty of this violation.

§ 118-25. Agent Negligence; City’s Right to Recovery of Costs.

When a Rental Agent fails to follow the provisions of this division and an accident or incident occurs that requires the use of City services, or requires the City to hire or fund private businesses or other government agencies as a result of the accident or incident, the Rental Agent shall be responsible for reimbursement of all associated costs.

These services include, but are not limited to: police, fire, rescue, or other emergency services; divers; water recovery specialists; engineers; environmental or hazardous materials specialists or companies; product inspectors, investigators, private consultants, attorneys, and/or legal expenses.

ARTICLE IV

Camp Ellis Pier, Parking Lot and Public Landing Regulations
[Adopted 4-18-1995]

§ 118-26. Title.

This article shall be known as “Camp Ellis Pier Regulations.”

§ 118-27. General Regulations.

A. No person who owns, leases or operates a commercial or recreational boat or vessel shall use a public wharf, dock or pier unless they shall first obtain a permit therefore, as is hereinafter provided. A pier use agreement must be signed prior to the issuance of a user permit.

B. No person who owns, leases or operates a commercial or recreational vessel shall store said boat or vessel on any public wharf, dock, pier or parking lot.

C. All said pier use and mooring fees should be paid to the City of Saco through City Hall and a receipt for same presented to the Harbor Master. [Amended 4-18-2000]

D. User fees, mooring fees and parking fees are to be established annually by the City Council, by resolution, after a public hearing, as recommended by the Coastal Waters Commission.

E. Commercial Fisherman have priority use of the hoists for loading and unloading perishable products.

F. Use of the beaching piles located adjacent to the public landing will be available to pier use permit holders. The maximum size boat to use the piles shall not exceed 20,000 pound displacement. Proper support must be installed under a berthed boat prior to allowing people to go into the boat fall area. Boats may only be berthed on the north side of the piles to maintain access to the public landing at all times. Berthed boats may remain at beaching piles for one full tide cycle.

A. Purpose. The City of Saco operates and maintains a parking and docking facility at Camp Ellis for the benefit of the general public. The purpose of this section is to create a special revenue fund into which all the proceeds derived from the pier and parking lot shall be deposited. A transfer of funds to this account shall be budgeted each year by the City, in whatever amount is suitable for the maintenance and expansion of public facilities at the Camp Ellis pier, parking lot, and other marine related uses as deemed necessary by the Coastal Waters Commission.

B. Source of revenues. All revenues derived from the pier and parking lot, including but not limited to fees for parking cars and fees for mooring and docking, shall be deposited into this account.

C. Use of revenues. Funds in the Camp Ellis Pier and Parking Lot account shall be used for the expansion and maintenance of the Camp Ellis parking lot, pier, floats, City-owned moorings, waterways and other marine-related uses, as recommended by the Saco Coastal Waters Commission and approved by the Saco City Council.

§ 118-29. Traffic and Parking Regulations.

A. The City of Saco has constructed a launching ramp and parking lot, for use by the public, on the shore of the Saco River at Bay Avenue in Camp Ellis, between the extension of North Avenue and East Avenue. There are no existing ordinances to control traffic and regulate parking for the public good and safety of the public which will be using these facilities. The following rules and regulations are hereby adopted, and the Chief of Police is hereby authorized and directed to erect the proper signs and controls to enable the enforcement of these rules and regulations.

B. Public lot and public landing rules and regulations shall be as follows:

   (1) Diagonal parking only.

   (2) No parking after 1:00 a.m. until 5:00 a.m. from May 1 through September 30 and from 10:00 p.m. to 5:00 a.m. from September 30 through May 1, except for pier users with permits.

   (3) Five-miles-per-hour speed limit.

   (4) No parking in front of launching ramp.

   (5) No throwing of rocks and debris in the river.

   (6) Boat trailers are to be parked in designated areas.

   (7) Camping is not permissible.

   (8) Parking violators shall be towed away at the owner's expense.

   (9) All cars and trucks parked in the parking lot shall prominently display a current pier user sticker or seasonal parking sticker issued by the city, unless they are paying the daily parking fee. A seasonal parking permit or the elderly residents permit is only transferable to other vehicles registered in the city by the resident. A commercial user permit stays with the permit holder and is transferable to another vehicle.

VIII. ADJOURNMENT
Council Lovell moved, Councilor Bastilel seconded, to adjourn. The motion passed with seven (7) yeas. TIME: 7:40 p.m.

ATTEST:__________________
Lucette S. Pellerin, City Clerk