

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

The following are minutes of the Council Meeting held July 20, 2009.

I. **CALL TO ORDER** - On Monday July 20, 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, Arthur Tardif, Eric Cote and Marston Lovell. Also in attendance this evening was Mr. Richard R. Michaud, City Administrator and Lucette S. Pellerin, City Clerk. Councilor Sandra Bastille was excused this evening.

III. **PLEDGE OF ALLEGIANCE**

IV. **GENERAL:**

V. **APPROVAL OF MINUTES:** June 29, 2009; July 6, 2009

VI. **AGENDA ITEMS:**

A. **(Public Hearing)** Contract Zone Amendment – Congregate Care Facility, Smith Lane (Map 33, Lot 25-1)

Applicant Volunteers of America Northern New England (VOANNE) requests consideration of a contract zone that would allow Elderly Congregate Housing (ECH) on a portion of the property at 439 Main Street, the site of Great American Realty. The plan calls for splitting the parcel in two, leaving the existing realty building on its own lot with frontage on Main Street, and creating a separate 1.8 acre parcel to the rear for the VOANNE. A 40+/- unit ECH facility for those 55 years of age and older is proposed on the rear lot, with access only from Smith Lane.

A contract zone is requested due to the existing zoning of the parcel, R-1b, which does not allow multi-family dwellings or elderly congregate housing. A second issue addressed with the contract zone is that of frontage: if split off from the Main Street frontage, the rear parcel is landlocked, but does have an access and utility easement to Smith Lane across the abutting Volunteers of America/Paul Hazelton House parcel. The contract zone proposes to recognize this 50-foot easement as adequate frontage for the purpose of this proposal.

Councilor Morton moved, Councilor Mills seconded, to open the Public Hearing on the contract zone document entitled **“Contract Zone Agreement By and Between Volunteers of America Northern New England and the City of Saco. The motion passed with six (6) yeas.**

Councilor Morton moved, Councilor Mills seconded, to close the Public Hearing and Be it Ordered that the City Council set the Second and Final Reading of the document titled, **Contract**

Zone Agreement By and Between Volunteers of America Northern New England and the City of Saco, be set for August 3, 2009'. Further move to approve the order. The motion passed with four (4) yeas and two (2) nays. Councilors Smith and Tardif voted in the negative.

**Contract Zone Agreement By and Between
Volunteers of America Northern New England and the City of Saco**

June 2, 2009

THE CITY OF SACO HEREBY ORDAINS:

I. That the zoning ordinance of the City of Saco, dated January 2, 1985, and amended through December 15, 2009 is hereby further amended by adopting this contract by and between the City of Saco and the Volunteers of America Northern New England.

1. The Volunteers of America Northern New England, Inc., (Applicant) has submitted an application for a contract zone for a portion of the parcel (Subject Property) at 439 Main Street.
2. The property at 439 Main Street is owned by Great American Realty, and identified as Tax Map 33, Lot 25-1 on City of Saco tax maps. The Subject Property is subject to a Purchase and Sale Agreement between Great American Realty and the Applicant dated April 2, 2009, submitted as proof of right, title and interest.
3. The Subject Property is identified as a 1.8+/- acre portion of Tax Map 33, Lot 25-1. As proposed on a sketch plan dated April 7, 2009, Lot 25-1 would be split into two parcels. The Main Street parcel, currently developed with an office condominium building, would exist as a conforming lot, with approximately 127 feet of frontage on Main Street, and an area of approximately 0.80 acre. The Subject Property, having been split from the larger parcel, would have an area of approximately 1.8 acres, but would result in a nonconforming parcel due to lack of frontage on a City or private way.
4. The Subject Property is in the R-1b zoning district.
5. The Applicant proposes an Elderly Congregate Housing facility of up to forty (40) dwelling units intended for elderly congregate care. Elderly Congregate Housing is not an allowed use in the R-1b zoning district.
6. Recognizing the lack of frontage for the proposed Subject Property, and that the proposed use is not allowed by the Zoning Ordinance, the Applicants hereby petition for a Contract Zone that would allow the Elderly Congregate Housing facility to be proposed, approved and constructed and to operate on the Subject Property as a legally conforming use.

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

This Contract Zone, specifically and exclusively for the Subject Property as identified above, would allow the Applicants to propose and construct an Elderly Congregate Housing facility, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

- a. An Elderly Congregate Housing facility of no more than forty (40) units, in a building no greater than two (2) stories in height, specifically for buyers fifty-five (55) years of age and older, shall be allowed as a permitted use on the Subject Property.
- b. Section 410-1 of the Zoning Ordinance does not identify Elderly Congregate Housing as either a permitted or a conditional use in the R-1b zoning district. Sec. 410-1 is hereby amended so that Elderly Congregate Housing shall be considered a permitted use on the Subject Property.
- c. Table 412-1 of the Zoning Ordinance requires one hundred (100) feet as minimum street frontage in the R-1b zoning district. Table 412-1 is hereby amended to allow the fifty (50) foot wide "Utility and Access Easement" as labeled on the Sketch Plan to meet the requirement for minimum street frontage. Said easement provides access to Smith Lane, an existing City Street, for a private driveway to the proposed Multi-Family Dwelling.
- d. The Minimum Lot Area per Dwelling Unit for the Subject Property shall be 2,000 square feet.
- e. The Applicants shall adhere to all other applicable provisions of the R-1b zoning district and of the City of Saco Zoning Ordinance and Subdivision Regulations.
- f. City and Applicant recognize that the sketch plan submitted for contract zone review is a general representation of site layout, but is subject to change as a result of site plan review conducted by the Planning Board. 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.
- g. These amendments affect only the portion of the parcel of land (Subject Property) identified as Tax Map 33, Lot 25-1 on City of Saco tax maps that is approved with this Agreement.
- h. Upon approval of this contract by the City Council, the Applicants shall submit materials required for site plan review to the Planning Office in order that the project may be reviewed by the Planning Board. Failure of the Applicants to secure site plan approval from the Planning Board within one year of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicants, this one year deadline may be extended by one year upon written request to the City Council.

- i. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicants. Approval of this Contract Zone is in part based on the financial and technical qualifications of the Applicants as submitted to the City. Accordingly, this contract and the contract zone it creates shall not be transferable without approval of the City Council.
- j. Breach of these conditions and restrictions by the developer shall constitute a breach of the contract, and the developer shall be required to apply for a contract modification. Failure to apply for or to obtain a modification shall constitute a zoning violation, subject to enforcement action.

III. Pursuant to authority found in 30A M.R.S.A. Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on June 2, 2009, and the Saco City Council on _____, 2009, the following findings are hereby adopted:

- A. A portion of City Tax Map 33, Lot 25-1 comprises the Subject Property, a parcel of an unusual nature and location for the following reasons:
 - 1. The Subject Property and the remainder of the existing parcel are the site of a Special Exception permit granted by the Zoning Board of Appeals on May 17, 1984, for Professional Offices in what was the R-4 district. That approval remains in effect, though only Phase 1 of that project has been constructed. With existing residential uses to the side and rear of the Subject Property, what was an exception to zoning in 1984 can be changed to residential at this time with the approval of this Agreement.
 - 2. The Subject Property does not meet minimum road frontage requirements under the existing zoning when separated from the remainder of the existing parcel. There is no alternative solution to this issue save for contract zoning.
 - 3. The project parcel's unique location allows for a continuation of an adjacent similar use which was previously permitted under contract zoning. The existing elderly housing facility at 7 Smith Lane (the VOA-owned Paul Hazelton House, a senior care facility approved as a contract zone on Jan. 20, 1998) provides a unique opportunity to locate an abutting facility which is substantially similar with regard to appearance, character, access, utilities, traffic, and demand on City services. The proposed contract zone would allow for access and utility service to the project parcel from the existing infrastructure on Lot 24-1 and consequently not require addition or alteration of such features located within City rights of way. It is also noted that there are no unusual natural resources remaining on the site due to previous clearing efforts associated with the commercial subdivision. The quality of the existing vegetation is low due to the previous removal of native vegetation and presence of invasive plant species.
- B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the

following goals:

Chapter 17, Section A. Population

Local Goal: to accommodate growth in a manner that maintains the character of the City.

1. The City should assure that residential growth is accommodated in appropriate locations that are property zoned and able to be provided with public services.
2. The City should continue to provide for the construction of a wide range of types of housing at a variety of densities to assure that a diversity of people can continue to live in the City.

F. Land Use

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

3. The City should allow reasonable infill residential development within the built-up area to accommodate some of the demand for residential growth within these areas of the City. The City's land use regulations should allow new development at a density and scale similar to established neighborhood patterns.

Residential Development – In its role as a regional service center, Saco is a desirable location for housing to meet the needs of many segments of the population including the elderly and disabled. The City should allow the construction of housing to meet the needs of these groups in designated residential areas of the City at densities that are compatible with the intensity of other development.

C. The proposed contract zone is compatible with permitted and existing uses within the original zone. This application represents the lowest potential impact to surrounding properties by expanding a similar existing use to an abutting lot without introducing a substantially different use or character. An elderly congregate care facility will appear nearly identical to the existing elderly housing facility in appearance and use to surrounding properties. The primary use would be multi-family residential which is a permitted use in the R-1b District and inclusion of integral medical services at the elderly congregate care facility would not represent traffic, noise, light, or other impact to abutters. It is also anticipated that the proposed contract zone would act as an appropriate buffer between the residential uses along Charles and King Streets and the commercial uses along Main Street. In lieu of a potential commercial abutting use, the presence of a primarily residential use that includes medical services represents a more appropriate abutting use to existing residential uses.

Examples of uses in the vicinity of the subject property include single and two-family dwellings along King Street and Charles Street, multi-family dwellings at the Sunfield condominium off King Street, Elderly Congregate Housing under the terms of a contract zone at the Paul Hazelton House off Smith Lane, retail at the Rite-Aid abutting the Subject Property (461 Main Street), and office uses at 439 and 445 Main Street (Great American Realty, Prudential Realty and others).

D. The conditions proposed are sufficient to meet the intent of Section 1403. Contract Zoning, of the Saco Zoning Ordinance.

IV. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zoning agreement into the Saco Zoning Ordinance by reference. By signing this contract, both parties agree to abide by the conditions and restrictions contained herein.

Adopted by the Saco City Council on _____, 2009.

by _____

Richard Michaud
City Administrator

by _____

June Koegl, President
Volunteers of America Northern New
England, Inc.
Applicant

PLEASE NOTE THAT AGENDA ITEMS B AND C WERE CONSIDERED AT THE SAME TIME.

**B. (Public Hearing) Applications for Liquor License/Entertainment Permit –
Townhouse Pub, 5 Storer Street**

Townhouse Management, Inc. d/b/a Townhouse Pub, 5 Storer St., Saco has applied for a Liquor License/Entertainment Permit for a term of one year.

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

**C. (Public Hearing) Applications for Liquor License/Entertainment Permit –
Sarges' Tailgate Grille, 63 Storer Street**

Pit RD Enterprises d/b/a Sarges' Tailgate Grille, 63 Storer St., Saco has applied for a Liquor License/Entertainment Permit for a term of one year.

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

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

Councilor Lovell moved, Councilor Smith seconded, to close the public hearing and be it ordered that the City Council grant the applications submitted by Townhouse Management, Inc. d/b/a Townhouse Pub and Pit RD Enterprises d/b/a Sarges' Tailgate Grille, for their Liquor Licenses/Entertainment Permits for the period of one year. Further move to approve the Order. The motion passed with six (6) yeas.

D. GridSolar Option to Lease Lands off the Foss Road

Staff was requested to assist in siting the solar grid array proposal presented to the city council by GridSolar, LLC. The original concept to utilize the landfill cap was not acceptable due to the regulatory restrictions on the cap and in consideration of the current use as recreation facilities. However, the recently acquired Perkins parcel adjacent to the landfill seems to be suitable for the project.

The terms of the proposal will require that GridSolar pay the city \$2,500.00 per year to retain the option to develop the site for solar power generation. The Option shall remain in effect for 5 years. If the option is exercised, GridSolar shall pay the City \$25,000 per year, adjusted annually, for 20 years for the use of the site to generate power.

MAIN MOTION AS AMENDED: Councilor Cote moved, Councilor Tardif seconded that it be ordered that the city council authorize the City Administrator to execute the document titled, 'Option to Lease Agreement by and between the City of Saco and GridSolar, LLC.' Further move to approve the Order. The motion passed with six (6) yeas.

Councilor Lovell moved, Councilor Mills seconded, that a payment schedule be included in Section 5 c. and e. Further move to strike from 9 Council Approval the last five words of the sentence with a period after the work approval. The motion passed with six (6) yeas.

OPTION to Lease Agreement by and between the City of Saco and GridSolar, LLC.

This Option to Lease Agreement ("Option Agreement") is hereby entered into as of June ____, 2009 ("Effective Date") by and between the City of Saco, Maine, 300 Main Street, Saco, Maine a Municipal Corporation ("The City"), and GridSolar, LLC, a Maine limited liability company with offices at Suite 506, 148 Middle Street, Portland, ME, ("GridSolar") each a "Party" and together the "Parties".

WHEREAS, GridSolar has filed a petition for public convenience and necessity ("Petition") with the Maine Public Utilities Commission ("MPUC") to become a public utility for the purposes of providing grid reliability services to Maine's transmission and distribution utilities using distributed solar generation ("GridSolar Distributed Generation"); and

WHEREAS, GridSolar seeks to develop GridSolar Distributed Generation in those areas of the State of Maine that have been identified by Central Maine Power Company as projected to experience peak load growth over the next decade, which areas include the City of Saco; and

WHEREAS, the City has available land that is suitable a site for GridSolar Distributed Generation, which site is adjacent to the City's former landfill, all as set forth and described more completely in Tab 1 ("The Site"), and which land the City will make available to GridSolar for lease for the purpose of installing GridSolar Distributed Generation equipment;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

1. Option. The City hereby grants to GridSolar an option to lease that land shown in Tab 1. GridSolar hereby agrees to pay to the City of Saco an amount equal to \$2,500.00 per year for this Option, subject to the terms and conditions set forth in this Option Agreement. Payment of the first non-refundable \$2,500.00 shall be due upon the execution of this document, and upon the anniversary date each year thereafter until expiration. The failure of GridSolar to make any payment hereunder within five (5) days of its due date shall result in forfeiture of the Option and loss of funds paid hereunder.
2. Term. The Option is granted for a term of five (5) years from the Effective Date of this Option Agreement.
3. Exercise of Option. GridSolar may exercise the Option at any time during the Term by providing written notice to the City of Saco. The Parties thereafter shall have 60 days to finalize and enter into a final lease agreement.
4. Execution of a Lease. Upon the exercise of the Option by GridSolar, the Parties agree to meet in good faith, and negotiate a Lease for the land set out in Tab 1. See also Tab 2, a pdf of said site.
5. Lease Terms. In addition to other terms and conditions to be negotiated by the Parties pursuant to Section 4, the lease shall contain the following deal terms and conditions:
 - a. GridSolar may use the site solely for the purpose of installing, operating, maintaining and repairing solar collection and power distribution equipment and related property. Under no circumstances may GridSolar place, install or use any non-solar device for generating electrical power, including but not limited to propane or gas fired generators. It may, however, use propane or gas fired generators for the limited purposes of construction and for maintenance. The maintenance exception is for purposes of generating limited power to run repair equipment, and is not intended, nor shall such be used, as a replacement power source for the solar collection units during periods of maintenance, it being the Parties intent to set up the site for energy production solely and exclusively by solar means.

- b. The term of the lease will run for 20 years.
- c. The annual lease payments for the site to be made by GridSolar to the City will be:

\$25,000.00 per year, which amount shall amount shall be adjusted each year of the Lease by the rate of inflation, as measured by the Producer Price Index for the U.S., but in no event shall such adjustment be less than three percent (3%) per year.

- d. All costs associated with installing and maintaining the improvements necessary for or related to the project will be the sole responsibility of GridSolar. In particular, GridSolar will be solely responsible for the building and maintaining of an access road to the site across other non-leased land of the City, said area delineated in Tab 1, as well as the cost of buying and installing a lockable secure gate at a location on such other City land to be determined by the City in its sole discretion.
- e. Notwithstanding its potential status as a utility, or for any other reason, GridSolar shall pay any and all personal property taxes levied by the City of Saco for all GridSolar personal property found upon the site. If any law should exempt GridSolar and its property from personal property taxes or otherwise reduces the personal property tax, then GridSolar for itself and its assigns agrees to pay the City a direct fee, in lieu of taxes, of the then amount of annual rent as calculated pursuant to Section 5, Subsection C(1), meaning \$25,000.00 as adjusted thereafter by CPI. This amount shall be in addition to the annual lease payment.
- f. Insurance / Indemnity. For so long as the Lease is in effect, GridSolar will hold and maintain Comprehensive General Liability Insurance coverage in an amount no less than \$2,000,000.00, which policy shall name the City as an additional insured. Proof of such coverage shall be provided yearly to the City. Failure to have and maintain such coverage shall constitute a default and breach of the Lease.

In addition, GridSolar, and any successors and assigns, shall defend, indemnify and hold the City of Saco harmless of and from any and all claims related to or arising from its use and occupation of the site.

- g. Easement. The City shall provide GridSolar a limited easement, across other City lands to access the site. The easement is in a form attached hereto as Tab 3.
- h. Option to Renew Lease. The Lease shall include an Option to Renew for an additional period of 20 years. The Lease amount per year for this renewal shall be:

The annual payment for the last year of the original term plus 5% or the CPI Adjuster whichever is larger. The same CPI Adjuster shall be applied through the renewal term, as in the original term.

- i. Security. GridSolar shall secure the site by locked gate, and it shall be solely and wholly responsible for the safety of its personal property.
- j. Promotion/Publicity. At all times and upon all reasonable requests, GridSolar will cooperate and assist the City with publicity, marketing, and community relations efforts. GridSolar will permit one site visit (public access) per year by the public, and one site visit per year for any and all Saco Schools and their school children, to be scheduled by mutual agreement of the parties.
- k. Transmission lines. Under no circumstances will GridSolar operate, disturb, use, or run any equipment, power lines or transmission equipment in, on, under or over the City's landfill cap, which area is otherwise marked on Tab 3 as the "Exclusionary Zone."

6. Miscellaneous.

- a. Assignment. This Option Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, and assigns. Neither Party may assign this Option Agreement or any or all of the rights or obligations hereunder without prior written consent of the other Party. Notwithstanding the preceding, GridSolar may assign this Option for the purposes of securing credit and financing.
- b. Independent Parties. Nothing contained herein shall be construed as establishing a joint venture or partnership between the Parties. Each Party to this Option Agreement shall have no control over the other Party's manner or method in which it performs its services, except as expressly provided herein.
- c. Choice of Law and Venue. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Maine, and any dispute between the parties shall be litigated, mediated, arbitrated, and/or resolved in either Cumberland or York County, State of Maine.
- d. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Option Agreement shall not operate as, or be construed to be, a waiver by that Party of any subsequent breach of the same or other provision.
- e. Severability. If any provision of this Option Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law: (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible, (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

7. Exclusivity. For so long as the Option is in effect, the City agrees it shall not market the subject land to any other third party, for any other use, or for sale. It may, however, use the parcel provided and to the extent such use does not interfere with the use and exercise of this option.

8. Compliance, Permits, Business Risk. GridSolar acknowledges that its project may require permitting and/or approvals from one or more entities including but not limited to the Saco Planning Board, the Saco Code Enforcement Office, the Saco Department of Public Works, etc. The City Administrator's execution of this Option is not an endorsement of any plan or project, nor is it, nor shall it be deemed to be, a consent, guarantee of approval, or preauthorization of such project by any of the referenced City Departments, Officials or Boards. GridSolar acknowledges that such City Officials and Boards must act in accordance with their own codes, and without intimidation or interference from any third party including Elected or Appointed Officials, the City Council, and/or other parties. GridSolar acknowledges herein that as part of their review function, such City Staff and City Boards are not bound by or subject to the terms herein; and that they must perform their duties independent of the City Council, and their views regarding this Option.

Further, GridSolar acknowledges that State of Maine (Maine DEP) and perhaps Federal permitting (U.S. EPA) may be required. GridSolar agrees that it shall solely bear all costs of any required local, state and federal permitting.

9. Council Approval. The City Council of Saco has reviewed and approved of this Option by vote. It specifically and intentionally instructs the City Administrator to execute this document on behalf of the City. The parties acknowledge that the Lease contemplated hereunder must still be brought back for Council review and approval. STRUCK from sentence: subject to the terms herein.

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option to Lease Agreement as of the Effective Date.

City of Saco:

By: _____
Rick Michaud
City Administrator

By: _____
Roland Michaud
Mayor

STATE OF MAINE
YORK, ss.

_____, 2009

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

Before me,

Notary Public/Attorney At Law

STATE OF MAINE
YORK, ss.

_____, 2009

Then personally appeared before me Roland Michaud, Mayor of the City of Saco, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the CITY OF SACO, pursuant to a vote of its Council.

Before me,

Notary Public/Attorney At Law

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option to Lease Agreement as of the Effective Date.

GridSolar, LLC:

By:

Name (Printed): _____
Richard Silkman
Its Manager

STATE OF MAINE
YORK, ss.

_____, 2009

Then personally appeared before me Richard Silkman, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the GridSolar, LLC, and of his authority herein to act on its behalf.

Before me,

Notary Public/Attorney At Law

Tab 1

Site: The site is that parcel of land formerly owned by Bishop Perkins, as described in a deed found at Book 15455, Page 179 of the York County Registry of Deeds, all as further shown in the Map/Aerial photo attached as a pdf file hereto as Tab 2.

July 1, 2009

RE: GridSolar LLC Option to Lease Lands off the Foss Road – Map 97, Lot 6

To whom it may concern:

You are being contacted because you are an abutter to or own property in the general vicinity of a city owned parcel of land located on Map 97, Lot 6. On July 20, 2009, the City Council will be discussing and voting on whether to enter into an option to lease agreement by and between the City of Saco and GridSolar LLC for a portion of the land identified above.

GridSolar LLC is proposing to use the site for “the purpose of installing, operating, maintaining and repairing solar collection and power distribution equipment and related property.” If you are interested in finding out more about GridSolar LLC and what the company does, you may go to www.gridsolar.me.com

You are welcome to attend the City Council Meeting on July 20, 2009, at 7:00 pm in the City Hall Auditorium for a discussion on this topic. If you have any questions related to the project you may call Mike Bolduc, Public Works Director at 284-6641. If you any questions about the meeting on July 20, 2009, you may call my office at 282-4191.

Sincerely,

Richard R. Michaud
City Administrator

RRM/kk

097/ / 001/ 001/000
PAQUET CAMIL D
PAQUET NORMANDE E
96A BUXTON RD
SACO, ME 04072

097/ / 001/ 003/000
ESPE BRIAN D
ESPE SIEGLINDE M
96B BUXTON RD
SACO, ME 04072

097/ / 004/ 000/000
COUSENS MAYNARD J
110 BUXTON RD
SACO, ME 04072

097/ / 005/ 001/000
ZEHNER RONALD R
124 BUXTON RD
SACO, ME 04072

097/ / 014/ 004/000
CARPENTER HOSEA W III
CARY PENELOPE J
14 BALSAM LN
SACO, ME 04072

088/ / 013/ 000/000
BOOTHBY DAVID E
94 BUXTON RD
SACO, ME 04072-9508

097/ / 010/ 005/000
SMAIL DOROTHY L
OWRIL TIMOTHY M
15 FOSS RD
SACO, ME 04072

097/ / 002/ 000/000
CITY OF SACO
300 MAIN ST
SACO, ME 04072

096/ / 009/ 000/000
PATTERSON LAWRENCE
PATTERSON CAROL A
105 NEW COUNTY RD
SACO, ME 04072

098/ / 008/ 000/000
DUPUIS RAYMOND R INC
196 BUXTON RD
SACO, ME 04072

097/ / 005/ 003/000
JEWETT JOAN T
126 BUXTON RD
SACO, ME 04072

097/ / 009/ 000/000
CITY OF SACO
300 MAIN ST
SACO, ME 04072

097/ / 005/ 000/000
FORTIER FREDERICK J
FORTIER KAREN L
116 BUXTON RD
SACO, ME 04072

087/ / 017/ 000/000
FENDERSON JOHN R
FENDERSON FLEURETTE R
97 NEW COUNTY RD
SACO, ME 04072

097/ / 005/ 002/000
LASKEY LAURA J
130 BUXTON RD
SACO, ME 04072

097/ / 010/ 000/000
BRADLEY MARY L
132 BUXTON RD
SACO, ME 04072

096/ / 008/ 000/000
DUPUIS FARM INC
196 BUXTON RD
SACO, ME 04072

097/ / 003/ 002/000
PAQUET CAMIL D
PAQUET NORMANDE F
96A BUXTON RD
SACO, ME 04072

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CARSON PATRICIA G
CARSON TRACY E
96 BUXTON RD
SACO, ME 04072

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STEWART TODD
9 FOSS RD
SACO, ME 04072

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PAQUET CAMIL D
PAQUET NORMANDE F
96A BUXTON RD
SACO, ME 04072

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MACDONALD TODD E
MACDONALD JOI L
96C BUXTON RD
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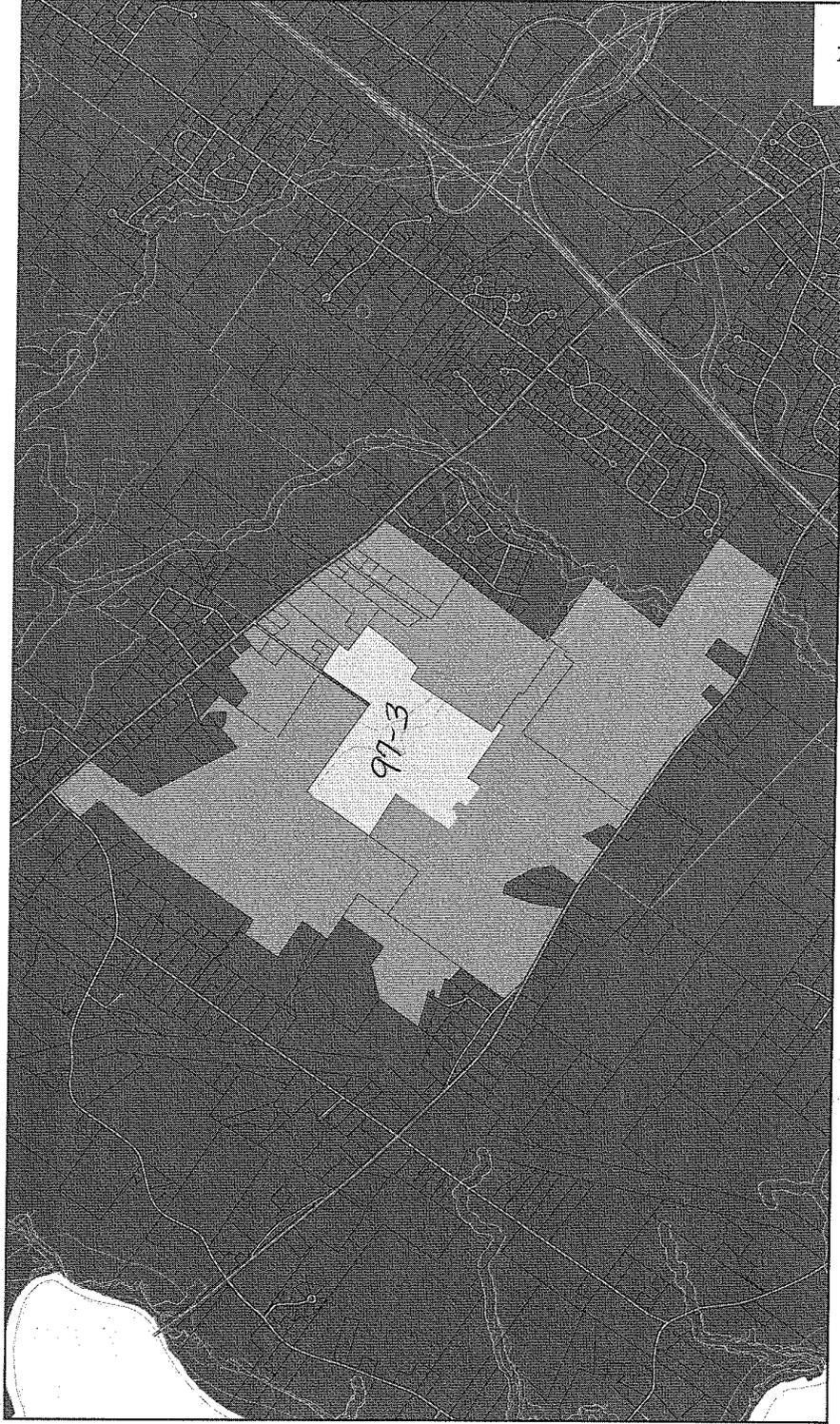
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PHILBRICK STEVEN W
298 BUXTON RD
SACO, ME 04072

097/ / 005/ 004/000
ZEHNER MATTHEW L
1009 E KEVIN CIRCLE
PALATINE, IL 60074-2214

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KEEFE JOAN K
104W GRAPEFRUIT CIR
CLEARWATER, FL 33759

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EQUITY CREATORD LLC
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My Map



GEOGRAPHIC INFORMATION SYSTEM
VISION APPRAISAL TECHNOLOGY

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E. Prentiss Park Concept Plan

As part of a Land for Saco's future bond acquisition, the former Prentiss Property was purchased from Barbara and Arthur Prentiss on January 5, 2007. This parcel is approximately 30.00+/- acres located on the Loudon Road and is identified on tax map 113, as lot 4.

Developing the Prentiss parcel for recreation is a council adopted goal which was set by council in 2009. The City Council discussed this item at Workshop on February 2, 2009.

This project will take a least one year to acquire D.E.P. permits, Saco River Corridor Commission approvals and City of Saco, Planning Board permits where all nearby neighbors will be able to work through the process of Planning Board permitting. Funding will be addressed in the forthcoming "Plan for the Parks – 19 Year Plan" this fiscal year.

Councilor Mills moved, Councilor Smith seconded, that it be Ordered that the City Council adopt the concept plan for the Prentiss parcel, map 113, lot 4, depicted on the map titled, "Prentiss Park, date July 14, 2009". Further move to approve the Order. The motion passed with six (6) yeas.

F. (Second & Final Reading) Zoning Ordinance Amendment – Domestic Chickens

The proposed amendment to §701 and Article 3 of the Zoning Ordinance would allow up to six chickens to be kept in a backyard henhouse and pen, with certain restrictions that would limit impacts on neighboring properties. A permit would be required from the Code Enforcement Office, renewed annually. Eggs would be for the homeowner's use only, no roosters allowed, and clean, dry conditions must be maintained.

The Planning Board considered the proposed amendment on March 4, 2008, and made a positive recommendation for passage, with this added recommendation: that a 50 foot setback from all property lines be required. If not possible, then a minimum lot size of 1 acre is recommended.

Councilor Cote moved, Councilor Mills seconded that the City of Saco hereby ordains and approves the Second & Final Reading of the document titled, 'Amendment to Zoning Ordinance Articles 3 and 7, §701-4, Domestic Chickens, dated June 2, 2009, Further move that it be ordered that the City Council approve the following amendments to the document titled, 'Amendment to Zoning Ordinance Articles 3 and 7, §701-4, Domestic Chickens, dated June 2, 2009'."

701-4. Domestic Chickens

1. The permit is specific to the permittee, may not be assigned ~~and shall be renewed~~ annually.

In the event that the keeping of chickens is discontinued for longer than six (6) months, the permit shall become void. **Any fees related to domestic chickens shall be set by City Council after a Public Hearing.**

5. If a property is configured such that the 50 foot setback cannot be met, a henhouse and chick pen may still be allowed only for parcels one (1) acre or larger in area. A hen house shall not be placed in front yard.

**‘Amendment to Zoning Ordinance Articles 3 and 7, §701-4,
Domestic Chickens, dated June 2, 2009,’**

Article 3. Definitions

Chicken Pen: a wire enclosure connected to a henhouse for the purpose of allowing chickens to leave the henhouse while remaining in an enclosed, predator-safe environment.

Henhouse: a structure for the sheltering of female chickens. An existing shed or garage can be used for this purpose if it is a conforming structure.

701-4. Domestic Chickens

The keeping or raising of a small number of domestic chickens shall be allowed on a non-commercial basis. The City recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and loose animals leaving the owner’s property. This section is intended to create standards and requirements that ensure that domestic chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept.

- 1) A permit is required from the Code Enforcement Office for the keeping of domesticated chickens. Additionally, a building permit is required for the construction of a henhouse and chicken pen, or the conversion of any existing structure or portion of structure. The permit is specific to the permittee, may not be assigned and shall be renewed annually. In the event that the keeping of chickens is discontinued for longer than six (6) months, the permit shall become void.
- 2) The maximum number of chickens allowed is six (6) per lot regardless of the number of

- dwelling units on the lot.
- 3) Only female chickens are allowed. There is no restriction on chicken species.
 - 4) Chickens must be kept in a clean, dry and odor-free enclosure or fenced area at all times. During daylight hours, chickens may be allowed outside of the chicken pen in a securely fenced yard in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. Chickens shall be secured within the henhouse during non-daylight hours.
 - 5) Henhouses and chicken pens shall only be located in rear yards, and are subject to a **twenty five (25)** foot setback from all property lines. For a corner lot or other property where no rear yard exists, a side yard may be used as long as the 25 foot setback is met. If a property is configured such that the **25** foot setback cannot be met, a henhouse and chicken pen may still be allowed only for parcels one (1) acre or larger in area. A henhouse shall not be placed in a front yard.
 - 6) Provision must be made for the storage and removal of chicken manure to the satisfaction of the Animal Control Officer. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three (3) cubic feet of manure shall be stored at one time. In addition, the henhouse, chicken pen and surrounding area must be kept free from trash and accumulated droppings.
 - 7) Odors from chickens or chicken manure shall not be perceptible at the property boundaries.

Prohibited activities: no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited.

G. Notice of Election – Special Budget Validation Referendum – August 4, 2009

The Notice of Election is submitted to Mayor and Council authorizing the Special Budget Validation Referendum, City of Saco, scheduled for August 4, 2009.

Councilor Smith moved, Councilor Morton seconded, that it be Ordered that the City Council approve the Warrant presented to this meeting, for this City, to participate in the secret ballot Special Budget Validation Referendum, be approved; and that a secret ballot election in this City

be held on August 4, 2009 as more particularly provided in the Warrant. Further move to approve the Order. The motion passed with six (6) yeas

VII. Consent Agenda:

a. Application for a License to Operate Game of Chance – Biddeford Saco Elks 1597

Biddeford-Saco Elks 1597 has applied for two (2) licenses to operate a Game of Chance: Pull Tickets from October 1, 2009 to December 31, 2009.

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

Be it Ordered that the City Council grant the application for two (2) Licenses to Operate a Game of Chance: Pulled Tickets from October 1, 2009 to December 31, 2009, as submitted by Biddeford-Saco Elks 1597.”

b. Application for License to Operate Game of Chance – Fraternal Order of the Eagles #3792.

The Fraternal Order of Eagles #3792 has applied for two (2) licenses to operate Games of Chance: Pull Tickets. The licenses requested are as follows: one license from October 1, 2009 to October 1, 2010 and the other from October 1, 2009 to October 1, 2010.

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

Be it Ordered that the City Council grant the application for two (2) Licenses to Operate Games of Chance: Pulled Tickets, one license from October 1, 2009 to October 1, 2010 and the other from October 1, 2009 to October 1, 2010, as submitted by Saco Eagles #3792.

Councilor Smith moved, Councilor Mills seconded, to approve the Consent Agenda. The motion passed with six (6) yeas.

VIII. Executive Session –

Councilor Morton moved, Councilor Mills seconded, that it be Ordered that the City Council, Pursuant to [1 M.R.S.A. Chapter 18, Subchapter 1, §405 (6) (D)] move to enter into Executive Session for Land Acquisition. The motion passed with seven (7) yeas. TIME: 7:55 p.m.

a. Report from Executive Session

Councilor Morton moved, Councilor Lovell seconded, to come out of executive session. The motion passed with six (6) yeas. TIME: 8:12 p.m.

Upon return from the executive session 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, Arthur Tardif, Eric Cote and Marston Lovell. Also in attendance this evening was Mr. Richard R. Michaud, City Administrator.

A report was not submitted from the executive session.

IX. ADJOURNMENT

Councilor Morton moved, Councilor Lovell seconded, to adjourn. The motion passed with six (6) yeas. TIME: 8:12 p.m.

ATTEST: _____
Lucette S. Pellerin, City Clerk