I. CALL TO ORDER – On Monday, December 19, 2011 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. INTRODUCTION OF MEMBERS – Mayor Mark Johnston introduced the members and determined that the Councilors present constituted a quorum. Councilors present: David Tripp, Leslie Smith Jr., Marie Doucette, Philip Blood, Arthur Tardif, Eric Cote and Marston Lovell. City Administrator Rick Michaud and City Clerk Michele Hughes were also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL


The minutes of October 24, 2011, November 7, 2011, November 21, 2011 and December 5, 2011 were approved as written.

VI. AGENDA:
A. COUNCIL DETERMINATION OF RULES AND ORDER OF BUSINESS

Councilor Cote moved, Councilor Lovell seconded “Be it Ordered that the City Council accept the agenda format and Roberts Rules as the parliamentary procedure for the Council as outlined below.”

CITY COUNCIL MEETING
(TIME AND DATE)
CITY HALL AUDITORIUM

I. CALL TO ORDER
II. ROLL CALL OF MEMBERS
III. PLEDGE OF ALLEGIANCE
IV. APPROVAL OF MINUTES
V. GENERAL
VI. ACTION ITEMS
VII. APPOINTMENTS
VIII. CONSENT AGENDA
IX. EXECUTIVE SESSION
X. REPORT AND POTENTIAL ACTION FROM EXECUTIVE SESSION
XI. ADJOURNMENT

Further move to approve the Order.

AMENDMENT - Councilor Cote moved, Councilor Lovell seconded to list the minutes under the Consent Agenda and for the Mayor to Introduce the Councilors, City Administrator and City Clerk, rather than doing a Roll Call of Members. The motion passed with seven (7) yeas.

The Mayor called for a vote on the Main Motion – The motion passed with seven (7) yeas.

B. ELECTION OF DEPUTY MAYOR

Mayor Johnston conducted a secret ballot election for Deputy Mayor.
City Administrator Rick Michaud collected the ballots and conducted a count of the votes cast. Councilor Blood received (4) votes, Councilor Tardif received (2) votes and Councilor Tripp received (1) vote.

Councilor Lovell moved, Councilor Tripp seconded “Be it Ordered that the City Council move to elect Councilor Philip Blood as Deputy Mayor of the City of Saco for the term of two years commencing December 19, 2011.” Further move to approve the Order. The motion passed with six (6) yeas and one (1) abstention – Councilor Blood.

C. AMENDMENTS TO SACO BUILDING CODE TO ALIGN WITH STATE LAW – (PUBLIC HEARING)

Amendments to City Code Chapter 73, Building Standards and Chapter 74, Building Energy Standards – October 17, 2011

(Please note strikethrough indicates language to be deleted and underline represents new language)

[Amended 1-18-2000]

This chapter shall be known and may be cited as the "Building and Energy Code."

73-1 TITLE

73-2

ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE BY REFERENCE; AMENDMENTS TO STANDARDS

A. Adoption of the International Residential Code. A certain document, three copies of which are on file in the office of the City Clerk of the City of Saco, being marked and designated as the “International Residential Code,” as published by the International Code Council, be and is hereby adopted as the code of the City of Saco for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of building, mechanical, plumbing and electrical systems in the City of Saco and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Residential Code, 2003 Edition, published by the International Code Council, on file in the office of the City Clerk are hereby referred to, adopted and made part hereof as if fully set out in this chapter.

B. The following sections are hereby revised or adopted:

(1) Section R101.1 (page 1): insert “City of Saco.”
(2) Section R102.7 (page 1): insert “NFPA 1” in place of “International Fire Code.”
(4) Section R112.1 (page 7): Board of Appeals, General: Insert “The Saco Zoning Board of Appeals shall serve as the Board of Appeals.”
(5) Table R301.2(1) (page 24): insert the following:

(a) Under "Ground Snow Load (pounds per square foot)" insert "60."
(b) Under "Wind Pressure (pounds per square foot)" insert "90."
(c) Under "Seismic Condition by Zone" insert "C."
(d) Under "Weathering" insert "severe."
(e) Under "Frost Line Depth" insert "48 inches."
(f) Under "Termite" insert "none to slight."
(g) Under "Decay" insert "none to slight."
(h) Under "Winter Design Temperature for Heating Facilities" insert "to -5° F."
(i) Under "Ice Shield Underlayment Required" insert "Yes."
(j) Under "Flood Hazards" insert "January 6, 1997, date of adoption of the Floodplain Management Ordinance of the City of Saco." Date of FIRM, January 5, 1984, with revisions dated March 16, 1998."
(k) Under "Air Freezing Index" insert "1500."
Under "Mean Annual Temperature" insert "45° Fahrenheit."

Section R309.3 (page 49): add the following to end of the section: "The sills of all door openings between garages and adjacent interior spaces shall be raised not less than four inches above the garage floor."

Section R310.1.1 (page 50): delete the exception.

Section R311.6.1 (page 52): change "eight units horizontal" to "twelve units horizontal."

Section R323 (page 58): delete entire section and insert: "For Flood Resistant Construction, refer to Chapter 106 of the Code of the City of Saco, Maine."

Section M1301.1.1 (page 291): delete "Section 323.1.5" and replace with "Chapter 106 of the Code of the City of Saco, Maine."

Section M1401.5 (page 297): delete "Section R323.1.5" and replace with "Chapter 106 of the Code of the City of Saco, Maine."

Section M2001.4 (page 321): delete "Section R323.1.5" and replace with "Chapter 106 of the Code of the City of Saco, Maine."

Chapter 24, Fuel Gas (pages 331 to 386): delete chapter and refer to applicable NFPA Standards as adopted by the State of Maine.

Chapters 26 through 32 (pages 389 through 434): delete chapters and replace with: "All plumbing shall be installed in accordance with the State of Maine Internal Plumbing Code, Chapter 23B."

Appendix A is deleted.

Appendix I (page 573): delete "International Private Sewage Disposal Code" and insert the words "Maine Subsurface Wastewater Disposal Rules, Chapter 241."

ADOPTION OF THE INTERNATIONAL BUILDING CODE BY REFERENCE; AMENDMENTS TO STANDARDS
[Amended 1-18-2000; 5-3-2004]

A. Adoption of Building Code. A certain document, three copies of which are on file in the office of the City Clerk of Saco, being marked and designated as the "International Building Code, 2003 Edition," as published by the International Code Council, Inc., be and is hereby adopted as the Building Code of the City of Saco in the State of Maine, for control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Building Code, as hereby referred to, are adopted and made a part hereof as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in Subsection B of this section.

B. Additions, insertions and changes. The following sections are hereby revised as follows:

1. Section 101.1, Title (page 1): insert "City of Saco."


4. Section 105.1, Required (page 3): delete the words "gas, mechanical" without replacement.

5. Section 105.1.1, Annual permit (page 3): delete entire section without replacement.


7. Section 105.2, Work exempt from permit (page 3): Delete the following items under the heading "Building" without replacement and renumber the remaining: 1, 3, 5, and 12. Delete all items under the heading "Gas" and insert: "No local permit required for gas installations." Delete all items under the heading "Mechanical" and insert: "No local permit required for mechanical installations."

8. Section 105.5, Expiration (page 4): delete entire section and replace as follows: "Time limitation of permits: A building permit issued under the provisions of this code shall become void if work has not commenced within six months of the date of approval and shall expire two years from the date of issue. A building permit may be renewed once for a one-year period upon submission of an application and payment of the prescribed fee. All codes, ordinances and statutes in effect at the time of the renewal application must be complied with before said permit is issued."


10. Section 108.6, Refunds (page 5): delete section and replace as follows: "In the case of a revocation of a permit or abandonment or discontinuance of a building project, any permit fees already paid shall be nonrefundable. In any other case, a refund may be made after deduction of administrative fees associated with the processing of the building permit based on the City of Saco's Cost Recovery Ordinance."
Section 112.1, Board of Appeals, General (page 8): insert "The Saco Zoning Board of Appeals shall serve as the Board of Appeals." after the first sentence.

Section 903.2, Automatic Sprinkler Systems, Where required (page 166): remove period and add to the end of the first sentence "and in any occupancy or structure as required by Chapter 102, § 102-4, of the Code of the City of Saco, whichever is more stringent."

Section 1025.2, Minimum size (page 223): delete exception without replacement.


Section 1612.4, Design and construction (page 301): delete the period at the end of the section and insert "and Chapter 106 of the Code of the City of Saco."

Section 2111, Masonry Fireplaces (page 427): delete entire section and insert "Masonry fireplaces shall be constructed to the standards found in NFPA 211, Standard for Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances, 2002 Edition."

Section 2112, Masonry Heaters (page 431): delete entire section and insert "Masonry heaters shall be constructed to the standards found in NFPA 211, Standard for Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances, 2002 Edition."

Section 2113, Masonry Chimneys (page 431): delete entire section and insert "Masonry chimneys shall be constructed to the standards found in NFPA 211, Standard for Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances, 2002 Edition."

Section 2701.1, Scope (page 543): delete "ICC Electrical Code" and insert "Electric Code as adopted by Chapter 87 of the Code of the City of Saco."

Section 2702.1, Installation (page 543): delete "the ICC Electric Code" without replacement.

Sections 2702.2-8, Membrane structures, 2702.10, Highly toxic and toxic materials, 2702.11, Organic peroxides, 2702.12, Pyrophoric materials (page 543): delete "International Fire Code" and insert "NFPA 1."


Section 2901.1, Scope (page 549): delete "Section 404 of the International Plumbing Code" and insert "the State of Maine Internal Plumbing Code, Chapter 238."

Chapter 30, Elevator and Conveying Systems (pages 551 through 553): delete the entire chapter and insert "All elevator and conveying systems installed shall comply with the Maine State Elevator Regulations found in Title 32, Chapter 133, of the Maine Revised Statutes, Annotated."

Chapter 32, Encroachments Into the Public Way (page 561): delete the entire section without replacement.

Section 3305.1, Facilities required (page 563): delete "the International Plumbing Code" and insert "federal and state OSHA requirements."

Section 3305.2, Fire hazards (page 565): delete "International Fire Code" and insert "NFPA 1."


ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE BY REFERENCE; AMENDMENTS TO STANDARDS

[Added 5-3-2004]

A. Adoption of Existing Building Code. A certain document, three copies of which are on file in the office of the City Clerk of Saco, being marked and designated as the "International Existing Building Code, 2003 Edition," as
published by the International Code Council, be and is hereby adopted as the Building Code of the City of Saco in the State of Maine, for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings and structures, including historic buildings as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Existing Building Code, as hereby referred to, are adopted and made a part hereof as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in Subsection B of this section.

B. Additions, insertions and changes. The following sections are hereby revised as follows:

(1) Section 101.1, Title (page 1): insert "City of Saco."
(2) Section 104.2.1, Preliminary meeting (page 2): delete "shall" and insert "may."
(3) Section 105.1.1, Annual permits (page 3): delete entire subsection without replacement.
(4) Section 105.1.2, Annual permit records (page 3): delete entire subsection without replacement.
(5) Section 109.3, Required inspections (page 7): delete "shall" and insert "may."
(6) Section 112.1, Board of Appeals, General (page 8): Insert "The Saco Zoning Board of Appeals shall serve as the Board of Appeals." after the first sentence.
(7) Section 202, Definitions, "substantial damage" (page 12): delete the word "market" and replace with "assessed."
(8) Section 202, Definitions, "substantial improvement" (page 12): delete the words "market" and replace with "assessed."
(9) Section 410, Plumbing (page 17): delete entire section and replace with "All plumbing shall be installed in accordance with the State of Maine Internal Plumbing Rules, Chapter 238."
(10) Section 605.3.1.1 (8), seventh line: change "5 square feet (0.46 m²)" to "5.7 square feet (0.54 m²)."
(11) Section 608, Electrical (page 31): delete entire section and replace with "All electrical work shall be done in accordance with the Electric Code as adopted by Chapter 87 of the Code of the City of Saco."
(12) Section 808, Electrical (page 38): delete entire section and replace with "All electrical work shall be done in accordance with the Electric Code as adopted by Chapter 87 of the Code of the City of Saco."
(13) Section 810, Plumbing (page 39): delete entire section and replace with "All plumbing shall be installed in accordance with the State of Maine Internal Plumbing Rules, Chapter 238."
(14) Section 1201.2, Applicability (page 53): insert "the date of adoption of this ordinance."
73-5

APPEALS

A. Any person aggrieved by the decision of the Building Inspector with regard to the enforcement of the Building and Energy Code may take appeal to the Mayor and City Council.
B. An appeal may be taken within 30 days from the date of the decision appealed by filing with the City Council, through its Clerk, a notice of appeal specifying the grounds thereof, except that in the case of a building or structure which, in the opinion of the Building Inspector, is unsafe, dangerous and a threat to life safety, the Building Inspector may, in his/her order, limit the time for such an appeal to seven days. The Building Inspector shall forthwith transmit to the Mayor and City Council all the papers upon which the action appealed from was taken.

73-6

VIOLATIONS AND PENALTIES

The following provisions shall apply to violations of the laws and ordinances set forth in this chapter, and all monetary penalties shall be civil penalties.
A. The minimum penalty for starting construction or undertaking a land use activity without a required permit shall be $100 and the maximum penalty shall be $2,500.
B. The minimum penalty for a specific violation shall be $100 and the maximum penalty shall be $2,500.
C. The violator may be ordered to correct or abate the violations. Where the court finds that the violation was willful, the violator shall be ordered to correct or abate the violation, unless the abatement or correction will:
   (1) Result in a threat or hazard to public health or safety;
   (2) Result in substantial environmental damage; or
   (3) Result in substantial injustice.
D. If the municipality is the prevailing party, it shall be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust. If the defendant is the prevailing party, he/she may be awarded reasonable attorney fees, expert witness fees and costs, as provided by court rule.
E. The maximum penalty may exceed $2,500 but shall not exceed $25,000 when it can be shown that there has been a previous conviction of the same party, within the past two years, of the same law or ordinance.
F. All proceedings arising under the provisions of locally administered laws and ordinances shall be brought in the name of the City of Saco, and fines shall be paid to the City of Saco.

73-7

SCHEDULE OF CONSTRUCTION FEES

[Amended 10-16-2000]

Fees shall be determined by Council after a public hearing.

A. The minimum fee shall be established by the City Council after a public hearing.
B. Dwellings.
   (1) New buildings. Any building or structure or portion thereof designed or used exclusively for residential purposes, including additions, modular homes and mobile homes.
   (2) Foundations for residences (full or partial).
   (3) Residential alterations (up to $5,000).
   (4) Residential alterations (each $1,000 or portion thereof above $5,000).
C. Sheds up to 180 square feet (over 180 square feet considered a garage).
D. Commercial buildings, including multifamily residential (three or more units), including additions but not alterations.
E. Foundations for commercial structures (full or part).
F. Commercial alterations (up to $5,000).
G. Commercial alterations (each $1,000 or portion thereof above $5,000).
H. Mobile signs, siding, chimneys and swimming pools (aboveground sidewall of 30 inches or more or capacity of 1,200 gallons).
I. Permanent signs (freestanding, parallel or projecting).
J. In-ground swimming pools.
K. Garages (space is 10 feet by 20 feet or fraction thereof rounded downward, i.e., 24 x 24 = 576 square feet ÷ 200 = 2.88 or 2).
L. Decks per square foot.
M. Moving a building.
N. Commercial parking lots (space is nine feet by 18 feet).
O. Propane tank placement of 250 gallons or more.
P. Underground fuel storage tanks (500 gallons or more).
Q. Removal of underground fuel storage tanks (500 gallons or more).
R. Aboveground fuel storage tanks.
S. Occupancy permits (change in use).
T. Occupancy permits (when used in conjunction with new construction).
U. Removal of stop-work order.
V. Reinspection fee.
W. Zoning information, letter form.
X. Mobile home park annual fee.
Y. Demolition.
Z. Plumbing permits.
   (1) Per fixture, no maximum.
   (2) Reinspection fee, including septic system reinspections.

CHAPTER 74
BUILDING ENERGY CONSERVATION

[HISTORY: Adopted by the City Council of the City of Saco 12-1-2008. Amendments noted where applicable.]
GENERAL REFERENCES
Building Construction—See Ch. 73.
Electrical Code—See Ch. 87.
Fire Prevention—See Ch. 102.
Mobile Homes—See Ch. 143.

74-1
PURPOSE

The purpose of this chapter is to assure the comfort, convenience, safety, health and welfare of the inhabitants of the City of Saco, to protect and conserve its environment and resources, and to provide for alternative measures to design and construct energy-efficient buildings.

74-2
FINDINGS AND INTENTIONS

The City of Saco finds that preserving resources through energy-efficient construction will improve the quality of community life, will foster continued reinvestment and redevelopment in the community, and promote and sustain the greater public’s interest in visiting and living in Saco. As part of its overall green and clean initiatives, including the installation of windmills, the adoption of mandatory single-stream recycling, the purchase of electric and other alternative-energy vehicles, the preservation of critical open space, and the adoption of this and other similar ordinances, the City intends to lead by example, and promote and maintain for its citizens a clean and sustainable life.

74-3
TITLE

This chapter shall be known and may be cited as the “Building Energy Conservation Code.”

74-4
ADOPTION OF STANDARDS BY REFERENCE
The 2006 Edition of the International Energy Conservation Code, as recommended and published by the International Code Council, is adopted by reference and made a part of this chapter, with the same force and effect as though set out in full herein, as the Official Building Energy Conservation Code of the City of Saco, subject to additions and deletions set forth in this chapter. This chapter is adopted pursuant to 30-A.M.R.S.A. §§ 3001 and 3003, and pursuant to the authority provided under the Maine Constitution Article VIII, Part Second. Pursuant to 30-A.M.R.S.A. § 3003, at least one copy of the International Energy Conservation Code has been and shall be on file in the office of the City Clerk for public inspection and use.

74-5
SUPERVISING OFFICIAL

The Building Inspector, Code Enforcement Officers and Electrical Inspector of the City of Saco are all authorized to administer and enforce this chapter.

74-6

ADDITIONS, DELETIONS AND INSERTIONS

The following are hereby revised:

A.
Section 101.1 Insert: [City of Saco].

74-7

APPEALS

A.
Any person aggrieved by a decision of the Building Inspector, Code Enforcement Officer or Electrical Inspector with regard to the enforcement of the Building Energy Conservation Code may take such appeal to the City Council.

B.
An appeal may be taken within 30 days from the date of the decision appealed by filing with the City Council, through its Clerk, a notice of appeal specifying the grounds thereof, except that in the case of a building or structure which, in the opinion of the Building Inspector, is unsafe, dangerous and a threat to safety of the inhabitants thereof, the time for such an appeal shall be seven days. Upon receipt of an appeal, the Clerk and the Building Inspector shall cause and forthwith transmit to the City Council all papers upon which the action appealed from was taken.

C.
The City Council shall act as a review board of appeals, hold a hearing and make findings of fact and conclusions of law before rendering a decision on the matter appealed. The hearing will not be de novo.

D.
Any appeal from a decision of the City Council shall be taken pursuant to Rule 80(B) of the Maine Rules of Civil Procedure.

74-8

VIOLATIONS, ENFORCEMENT AND PENALTIES

The following provisions shall apply to violations of the laws and ordinances set forth in this chapter, and all monetary penalties shall be civil penalties.

A.
The minimum penalty for violation of any provision of this code shall be $100, and the maximum penalty shall be $2,500 per violation or instance.

B.
The minimum penalty for a specific violation shall be $100, and the maximum penalty shall be $2,500.

C.
In addition to monetary fines, the violator may be ordered to correct or abate the violations. Where a court finds that the violation was willful, the violator shall be ordered to correct or abate the violation, unless the abatement or correction will:

(1) Result in a threat or hazard to public health or safety;
(2) Result in substantial environmental damage; or
(3) Result in substantial injustice.

D.
If the City is the prevailing party, it shall be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust. If the defendant is the prevailing party, he/she may be awarded reasonable attorney fees, expert witness fees and costs, only as provided by court rule or state law.

E.
The maximum penalty may exceed $2,500 but shall not exceed $25,000 when it can be shown that there has been a previous violation of the chapter by the same party, within the past two years.

F.
All enforcement proceedings initiated by the City, arising under the provisions of this chapter and the code adopted by reference herein shall be brought in the Maine District Court pursuant to the Maine Rule of Civil Procedure 80(K). Proceedings shall be brought in the name of the City of Saco, and fines shall be paid to the City of Saco.

G.
The Code Enforcement Officer may, in consultation with the City Administrator and with the advice of the City Attorney, reach, enter into and execute a settlement or consent agreement with the party alleged to have violated this chapter or any provision of the International Energy Conservation Code incorporated herein. Such consent or settlement agreement may provide for the following remedies or relief:

(1) Fines;
(2) Attorney fees;
(3) Costs, including experts and tests;
(4) Injunctive relief;
(5) Other affirmative undertakings by the subject party-defendant.

74-9
VALIDITY AND/OR CONFLICT WITH OTHER ORDINANCES

A.
Validity. Should any section or provision of this chapter be declared by any court to be invalid, such decision shall not invalidate any other section or provision of this chapter.

B.
Conflict with other ordinances. Whenever the requirements of this chapter are inconsistent with the requirements of any other ordinance, code or statute, the more restrictive requirement shall apply.

74-10
EFFECTIVE DATE

This chapter shall become effective as provided by the City Charter; however, the Code provisions adopted by reference herein shall remain advisory only until January 1, 2010. Thereafter, all provisions shall become mandatory, and the failure to comply with them shall become enforceable as provided herein.
There were no comments from the public.

Councilor Blood moved, Councilor Lovell seconded to move to close the Public Hearing and Be it Ordered that the City Council set the Second and Final Reading of the Amendments to City Code Chapter 73 for January 9, 2012. Further move to approve the Order. The motion passed with seven (7) yeas.

VII. CONSENT AGENDA

Councilor Tardif moved, Councilor Blood seconded to adopt items A, C, D, E. The City of Saco hereby:

A. Authorizes the City Administrator to sign the “Industrial Pretreatment Discharge Permit for General Dynamics Armament and Technical Products”, as revised, for a period of five years;

C. Approve pursuant to 23 MRSA Section 3025 to accept the dedication of title in fee simple of portions of Sean Place and Blake Avenue as described in the draft quit claim deed;

D. Confirm the Mayor’s reappointment of James Henderson as a full member of the Saco Coastal Waters Commission, with a term to expire on November 3, 2014;

E. Confirm the Mayor’s appointment of Catherine Glynn to a term ending December 19, 2014.

The motion passed with seven (7) yeas.

Note: Item #B was removed from the consent agenda, and voted on separately.

Below are the Consent Agenda Item Commentaries.

A. GENERAL DYNAMICS INDUSTRIAL PRETREATMENT DISCHARGE PERMIT RENEWAL
CITY OF Saco
INDUSTRIAL WASTEWATER DISCHARGE PERMIT

PERMIT NO. # 1
Initial Date: March 17, 1987
Renewal Date: December 1, 2011
Initial ( ) Renewal (X ) Expiration Date: December 1, 2016

Permittee: General Dynamics Armament and Technical Products, Inc. is hereby granted an
industrial wastewater discharge permit from the City of Saco according to all special and general
conditions attached hereto and made part of the applicable rules and regulations adopted by the Saco City
Council under Article XII of the Code of Ordinances. The permit holder is further subject to present and
future applicable State and Federal laws.

General Dynamics Armament and Technical Products, Inc. is hereby authorized to discharge 80,000
gallons per day of Metal finishing process discharge and recovered groundwater discharge from 291
North Street.

_________________________ Date
Richard Michaud
City Administrator, Saco Maine

_________________________ Date
Gary LaPerriere, 
Director, Saco Operations
General Dynamics Armament and Technical Products, Inc.
GENERAL CONDITIONS

1. All dischargers shall be consistent with the terms and conditions of this permit and chapter seven of the Code of Ordinances. Prior to any change in the production capacity or process which might result in changes in the quantity or quality of the discharge, the permittee shall apply for a permit modification. It shall be a violation of the terms and conditions of this permit to discharge any pollutant not identified and authorized herein or to discharge in excess of the rates or quantities authorized herein, or to violate any condition of this permit.

2. This permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to the following:

   A. Violation of any terms and conditions of this permit.

   B. Obtaining a permit by misrepresentation or failure to disclose fully all-relevant facts.

   C. A change in conditions or existence of a condition which requires either a temporary or permanent reduction or elimination of the authorized discharge.

   D. Failure to pay fees associated with the treatment, collection, and monitoring of permitted discharge.

3. The permittee shall allow during times of discharge authorized representatives of the City, upon the presentation of proper credentials:

   a. To enter upon permittee’s premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit.

   b. To have access to any copy and records required to be kept under the terms and conditions of this permit.

   c. To inspect any monitoring equipment or monitoring method required by this permit; or
d. To measure and/or sample any effluent so covered under the terms and condition of this permit.

4. This permit may not be transferred to the permittee's successor or assigns. In the event of any change in control or ownership of the facility which is the source of the permitted discharge, the new owner shall be required to obtain a new permit for the discharge.

5. This permit does not preclude obtaining other required Federal, State or Municipal permits.

6. Industrial users included in any of EPA's major industrial categories (40 CFR Chapter I, Subchapter N) must comply with applicable pretreatment standards and requirements set forth by the EPA, when promulgated.

7. Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to accident, equipment breakdown, labor disputes, or natural disasters.

8. This permit shall be subject to such monitoring requirements as may be reasonably required by the City of Saco, including the installation, use, and maintenance of monitoring equipment or methods including, when appropriated, biological monitoring methods. The permittee shall provide the City of Saco with periodic reports as required by the permit.

The proper reporting forms for monitoring requirements are contained herein. Such reports shall be submitted no later than the fifteenth of each month.

9. Monitoring and sampling shall be conducted as follows:

   a. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

   b. The sampling, preservation, handling and analytical methods used shall conform to those methods outlined by STANDARD METHODS 21st editions, 40 CFR part 136 & 127 or the applicable latest edition.

   c. Any reports or records of monitoring activities and results shall include for all sampling:

      (1) The date, exact places and time of sampling;

      (2) The dates and times analyses were performed;
(3) Who performed the sampling and analyses;

(4) The analytical technique/methods used, including sampling, handling and preservation techniques,

(5) The results of all required analyses.

d. All reports shall be signed by:

(1) In the case of corporation, by a principal executive officer of at least level of vice-president, or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge described in the reporting form originates.

(2) In the case of a partnership, by a general partner or duly authorized representative.

(3) In the case of a sole proprietorship, by the proprietor or duly authorized representative.

(4) In the case of Municipal, State, or other public facility, by either a principal executive officer, ranking elected official, or duly authorized employee.

e. All correspondence regarding monitoring facilities should be directed to:

Saco Wastewater Treatment Facility
City Hall
300 Main Street
Saco Maine 04072
Attn: Superintendent

10. Permanent elimination of a discharge shall be brought to the attention of the plant superintendent within 15 days by written notification. A written report shall be submitted to the plant superintendent if there have been any modifications in the waste collection, treatment, and disposal facilities; changes in operational procedures; or other significant activities which alter the volume, nature or frequency of the discharge or otherwise concern the conditions of this permit.

11. All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring and instrumentation shall be retained for six (6) years.
7. **EPA - Industrial categories** are as follows:

<table>
<thead>
<tr>
<th>Adhesives</th>
<th>Alumina Processing</th>
<th>Battery Manufacturing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coal Mining</td>
<td>Coal Coating</td>
<td>Copper Forming</td>
</tr>
<tr>
<td>Electric &amp; Electronic Components</td>
<td>Electroplating</td>
<td>Explosives Manufacturing</td>
</tr>
<tr>
<td>Foundries</td>
<td>Gum &amp; Wood Chemicals</td>
<td>Inorganic Chemicals</td>
</tr>
<tr>
<td>Iron &amp; Steel</td>
<td>Launderies (auto &amp; other)</td>
<td>Leather Tanning &amp; finishing</td>
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<tr>
<td>Mechanical Products</td>
<td>Nonferrous Metals</td>
<td>Ore Mining</td>
</tr>
<tr>
<td>Organic Chemicals</td>
<td>Paint &amp; Ink</td>
<td>Pesticides</td>
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<tr>
<td>Petroleum Refining</td>
<td>Pharmaceuticals</td>
<td>Photographic Supplies</td>
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<tr>
<td>Plastic &amp; Synthetic Materials</td>
<td>Plastics Processing</td>
<td>Porcelain Enamel</td>
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<td>Printing &amp; Publishing</td>
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<td>Steam Electric</td>
<td>Soaps &amp; Detergents</td>
<td>Textile Mills</td>
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<tr>
<td>Timber</td>
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</table>

8. **BOD/5**: 5 - day biological oxygen demand

9. **TSS**: total suspended solids

10. **GPD**: gallons per day

11. **GPM**: gallons per minute

12. **MGD**: millions gallons per day

13. **MG/L**: milligrams per liter

14. **LB/DA**: pounds per day

15. **24CP**: 24 hour composite
16. GS: grab sample
17. CM: continuous monitoring
18. TTO total toxic organics
19. VOC's volatile organic compounds

REPORTING & LICENSING REQUIREMENTS

REPORTS: Effluent monitoring reports shall be submitted on or before the 15th of each month. The superintendent shall approve permittee report formats.

LICENSING: The plant shall have a licensed operator that possesses both a Maine Grade III Biological license as well as a Maine Grade I Physical Chemical license on site for each shift which the treatment plant is operated. Continuous discharge with periods of unattended operations will be permitted under the following conditions:

- A licensed Maine Grade III/PCI operator or higher will oversee Operation & Maintenance of the Industrial Wastewater Treatment Plant (IWTP).
- A licensed operator will be on site or available a minimum of four hours a day, Monday thru Friday.
- A licensed Maine Grade III/PCI or higher will be on call at all times in case of alarm conditions at the IWTP.

A licensed Maine Grade III/PCI operator or higher will be on call at all times in case of alarm conditions at the IWTP.

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS: GDATP shall comply with the effluent limitations and monitoring requirements attached hereto as Table 1 and Table II

<table>
<thead>
<tr>
<th>TABLE 1</th>
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<tbody>
<tr>
<td><strong>TREATMENT PLANT EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS</strong></td>
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<tr>
<th>PARAMETER</th>
<th>CONCENTRATION</th>
<th>MAXIMUM CONCENTRATION</th>
<th>MASS LIMITATION</th>
<th>FREQUENCY OF TESTING</th>
<th>SAMPLING METHOD</th>
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<tr>
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<td>ALUMINUM</td>
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<td>CHROMIUM (TOTAL)</td>
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Table II
GROUNDWATER LIMITATIONS AND MONITORING REQUIREMENTS
### CYANIDE

|        | 0.10 | 0.07 | QUARTERLY | GRAB |

### LEAD

|        | 0.20 | 0.13 | MONTHLY   | GRAB |

### MANGANESE

|        | 25.0 | 16.08 | MONTHLY   | GRAB |

### NICKEL

|        | 0.80 | 0.53 | MONTHLY   | GRAB |

### SILVER

|        | 0.10 | 0.07 | QUARTERLY | GRAB |

### ZINC

|        | 0.30 | 0.20 | MONTHLY   | GRAB |

### OIL & GREASE

|        | 10.6 | 6.67 | MONTHLY   | GRAB |

| VOC | 2.13 | 1.42 | QUARTERLY | GRAB |

| TEMP | 30   |      | MONTHLY   | GRAB |

| TSS  | 15.0 | 10.01| MONTHLY   | GRAB |

**COMBINED FLOW SHALL NOT EXCEED 80,000 GALLONS PER DAY**

**pH SHALL NOT BE LESS THAN 6.0 STANDARD UNITS OR GREATER THAN 10 STANDARD UNITS AND SHALL BE MONITORED CONTINUOUSLY. REPORT DAILY MIN AND MAX READINGS**

**THE PERMITTEE SHALL MAINTAIN THE pH OF THE WASTEWATER DISCHARGE WITHIN THE RANGE SET ABOVE, EXCEPT EXCERNSIONS SUBJECT TO THE FOLLOWING LIMITATIONS PROVIDED THAT CONTINUOUS MONITORING OF pH IS IN PRACTICE:**

1. **THE TOTAL TIME DURING WHICH THE pH VALUES ARE OUTSIDE THE REQUIRED RANGE OF pH VALUES SHALL NOT EXCEED 4 HOURS IN ANY CALENDAR MONTH**;

2. **NO INDIVIDUAL EXCURSION FROM THE RANGE OF pH VALUES SHALL EXCEED 30 MINUTES**; AND

3. **pH VALUES LOWER THAN 5.0 ARE PROHIBITED**.

**THERE SHALL BE NO DISCHARGE OF FLOATING SOLIDS OR VISIBLE FOAM OTHER THAN TRACE AMOUNTS.**

**SAMPLES SHALL BE TAKEN AT THE DISCHARGE OF THE SAND FILTER FOR THE INDUSTRIAL TREATMENT PLANT AND AT THE DISCHARGE OF THE UV OXIDATION UNIT FOR THE GROUNDWATER EXTRACTION WELLS. IF THE UV OXIDATION UNIT IS OFF-LINE, GROUNDWATER SAMPLES SHALL BE TAKEN AT THE POINT WHERE THE GROUNDWATER WELLS COMBINE.**

**THE TOTAL TOXIC ORGANICS TESTING AT THE DISCHARGE OF THE TREATMENT PLANT MAY BE REDUCED TO ONCE PER YEAR PROVIDING THE FACILITY HAS A SOLVENT MANAGEMENT PLAN THAT IS APPROVED BY THE MEDEP.**

**DISCHARGES FROM THE OFF-LINE LAGOON MAY BE DISCHARGED DIRECTLY TO THE SEWER LIFT STATION WHERE THE GROUNDWATER AND IIWTP DISCHARGES COMBINE PROVIDED THAT THE LAGOON ONLY CONTAINS SNOW MELT OR RAIN WATER. THE CITY OF SACO WWTP MUST BE NOTIFIED 24 HRS IN ADVANCE OF LAGOON DISCHARGE. THE VOLUME OF WATER PUMPED FROM THE LAGOON WILL NOT BE RECORDED UNDER THE DAILY FLOW TOTALS FOR THE WWTP, HOWEVER THE TOTAL VOLUME OF LAGOON DISCHARGE WILL BE INCLUDED IN THE MONTHLY DISCHARGE REPORT.**

**REVISED** September 2011

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**B. DISPOSITION OF 23 PARK ROAD PROPERTY**
PURCHASE AND SALE AGREEMENT

NOW COME the parties, the CITY OF SACO (hereinafter the “City” or “Seller”) a municipal corporation, 300 Main Street, Saco, Maine and, JOAN HECKMAN of 21 Park Road, Saco, Maine (“ Heckman”) and, HELEN and CHRISTOPHER EISENHOWER of 25 Park Road, Saco, Maine (“Eisenhowers”) collectively hereinafter “Buyers” who state and agree as follows:

WITNESSETH:

1. Agreement. Seller owns a parcel of land found at 23 Park Road in the City of Saco (See Tax Map 101, Lot 38), all as further described in a deed recorded at the York County Registry of Deeds in Book 3122, Page 157. The Seller agrees to sell said premises, and Buyers agree to buy said premises, all as noted herein below.

2. Financial Terms. The Buyers agrees to pay the sum of $2,000.00 for the parcel, payment due as follows:
   
   A. $2.00 due at execution of this purchase and sale; $1.00 from Heckman, $1.00 from Eisenhowers.
   
   B. $1,998.00 due at closing.

3. Personal Property/Fixtures. This property is sold, as is, without any improvements thereon, and without warranty or guarantee of any kind.

4. Earnest Money. $2.00

5. Deed. The Seller shall deliver the property by Quitclaim Deed. The Buyers may conduct a title search. The Seller shall have sixty (60) days from receipt of written notice of any title defect to remedy said defect in title. In the event that the defect cannot be remedied within said time period or if the Seller elects not to remedy the same, the Buyers may, at their option, elect to close notwithstanding said defect. If the Buyers do not elect to close due to such title defect, then this agreement shall terminate. The City shall prepare the deed required for closing. Notwithstanding the preceding, the property shall be delivered free and clear of a certain lien filed by Southern Maine Medical Center.

6. Possession/Occupancy. Upon closing, Buyers shall be entitled to immediate occupancy of the property, half to Heckman and half to Eisenhowers.

Page 1 of 4
D. Seller covenants that the property is free and clear of all tenancies, occupants, lessees, and/or holders; and, that it shall be free and clear of any and all tenants, lessees, holders, third parties, etc at closing.

C. Seller warrants neither it, nor any agent, employee, contractor or assignee has or shall place, store or deposit any dangerous, toxic, hazardous, flammable, or noxious materials or other forms of waste or debris upon the premises in anticipation of closing.

7. Risk of Loss. All risk of loss will be upon the Seller upon the execution of this Purchase and Sales Agreement and until closing.

8. Inspections.

A. The Buyers shall have 30 days following the execution of this Purchase and Sale Agreement to conduct any inspections they desire, including a so-called Phase I Environmental Study. If upon review, Buyers determine there is a material condition, including but not limited to environmental contamination, which condition impairs or limits the value of the premises and/or the City’s intended use of said premises, then Buyers may at their option: 1) terminate this Agreement, or 2) notice Seller of the defect or deficiency and request remediation, or 3) may conduct further review and analysis including but not limited to a so-called Phase II Environmental Study. In the event Buyers opt for options 2 or 3, the Parties may mutually modify the time frame for closing. Buyers have a good faith obligation to share any findings with Seller if material, adverse conditions are found.

B. Buyers may conduct a visual inspection the day of closing. Buyers may terminate this agreement if third parties, holders or lessees are found to be occupying the premises, or if the premises have been materially altered, since the execution of this Agreement.

9. Real Estate Brokers. The parties represent and acknowledge that no realtors or other agents have been retained or procured for this transaction, and that no fees or commissions are owed any party.

10. Survival of Terms. All of the terms and conditions of this Purchase and Sale shall survive the closing.

11. Heirs, Successors and Assigns. This agreement shall extend to and bind successors and assigns of the parties.

12. Governing Law. This Purchase and Sale is a Maine contract, and shall be governed by the laws of the State of Maine. Any dispute involving or arising out of this contract
shall be settled by binding mediation in Saco, Maine, all costs of mediation to be split, and no party being entitled to attorneys' fees.

13. **Pro-Ration of Taxes, etc.** The Buyer and the Seller shall pro-rate all real estate taxes.

14. **Default.** In the event of default by the Buyers, the Seller may retain the earnest money of $2.00 as its sole damages. In the event of default by the Seller, the Buyers may employ all legal and equitable remedies including specific performance.

15. **Time.** This offer is valid through September 21, 2011.

16. **Environmental Covenants.**

   A. **Covenants.** Seller covenants neither it, nor any agent, employee, contractor or assigns, have spilled, buried, stored, deposited or left in, on or under the premises any toxic or hazardous materials or waste. Seller makes no knowledge of and makes no representations as to the actions of prior owners or occupants and whether they ever spilled, buried or deposited hazardous materials on site.

   B. **RESERVED.**

17. **Special Conditions:** The following conditions shall apply:

   A. Neither Party shall be obligated to close unless and until the Saco City Council approves this purchase and sale.

   B. Buyers, and their agents and employees, may enter the premises, upon reasonable notice, for the purposes of any and all inspections contemplated hereunder.

   C. City will deed half the premises to Heckman and half the premises to Eisenhowers by separate deed. The original lot will be split at the front along Park Road with half of frontage to each party and a new boundary line running inland to the rear of the parcel. All parties acknowledge that no survey exists of the parcel, that any deed will be therefore imprecise, and that an exact, even split of the lot while intended, might not occur, and that one party may end up with a few more square feet than the other.

   D. The Buyers deed will each contain restrictive covenants as the use, development and re-development of the land transferred herein, Seller intending such land to forever remain open space, and no new dwelling to be permitted as a result of said transfer.
CITY OF SACO (SELLER):

Richard Michaud
Its City Administrator
Federal ID # 01-6000035

BUYERS:

Joan Heckman
Social Security Number 013-60-3437

Helen Eisenhower
Social Security Number

Christopher Eisenhower
Social Security Number

Date: 10/33/11

Date: 10/25/11

Date: 10/25/11

AMENDMENT - Councilor Lovell moved, Councilor Cote seconded to amend #13 to read “Seller accepts all real estate taxes up to the date of sale”. The motion passed with seven (7) yeas.

AMENDMENT - Councilor Cote, Councilor Tripp seconded to amend #17D by adding “or additions to dwellings or structures of any kind “between the wording “no new dwelling” and “to be permitted”. The motion passed with seven (7) yeas.

Councilor Cote moved, Councilor Lovell seconded “The City Council hereby authorizes the City Administrator to execute the Purchase and Sale Agreement by and between the City of Saco and Joan Heckman of 21 Park Road and Helen and Christopher Eisenhower of 25 Park Road as collective buyers for the parcel of land found at 23 Park Road in the City of Saco, identified as Map 101, Lot 38 according to tax records, with the amendments. Further move to approve the Order. The motion passed with seven (7) yeas.

C. ACCEPTANCE OF PORTIONS OF SEAN PLACE AND BLAKE AVENUE (SIERRA WOODS)

QUITCLAIM WITH COVENANT DEED

NOW COMES BERUBE BUILDERS, Inc a Maine Corporation, with a principal office at 1040 Portland Road, Saco, Maine, which herein transfers and conveys, with quitclaim covenants, unto the CITY OF SACO, a municipal corporation, 300 Main Street, Saco, Maine a certain parcel of land in Saco, Maine located and bounded as follows:

A certain strip or parcel of land located on the southeasterly sideline of the terminus of Blake Avenue, so-called, in the City of Saco, County of York and State of Maine and shown as portions of Blake Avenue and Sean
Place on the plan titled “Amended Final Subdivision Plat, Sierra Woods, Planned Senior Development, Buxton Road, Route #112, Saco, Maine” dated 3/26/08 by Berry Huff McDonald Milligan, Inc. and recorded in the York County Registry of Deeds in Plan Book 331, Page 20; said parcel being more particularly described as follows:

Beginning at a capped iron rod set (PLS#2190) on the southeasterly sideline of the terminus of said Blake Avenue at the northwesterly corner of Lot #34 and the northeasterly corner of Lot #36 as shown on aforesaid plan;

Thence S 61º-54’-21” W along Lot #36 and Lot #38 a distance of 243.88 feet to a capped iron rod set (PLS #2190);

Thence in a general southwesterly direction along Lot #38 and along a circular curve to the left, circumscribed by a radius of 275.00 feet, an arc length of 43.18 feet to a capped iron rod set (PLS #2190); said capped iron rod set being S 57º-24’-26” W a tie distance of 43.14 feet from said previous capped iron rod set;

Thence S 52º-54’-32” W along Lot #38 a distance of 2.54 feet to a capped iron rod set (PLS #2190);

Thence in a general southerly direction along Lot #38 and along a circular curve to the left, circumscribed by a radius of 10.00 feet, an arc length of 15.71 feet to a capped iron rod set (PLS #2190); said capped iron rod set being S 07º-54’-32” W a tie distance of 14.14 feet from said previous capped iron rod set;

Thence S 37º-05’-28” E along Lot #38 a distance of 83.42 feet to a capped iron rod set (PLS #2190);

Thence in a general southeasterly direction along Lot #38 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 28.38 feet to a capped iron rod set (PLS #2190); said capped iron rod set being S 43º-35’-45” E a tie distance of 28.32 feet from said previous capped iron rod set;

Thence S 50º-06’-01” E along Lot #38 and along Lot #45 a distance of 116.96 feet to a point and the terminus of said Sean Place;

Thence S 39º-53’-59” W along the terminus of said Sean Place a distance of 50.00 feet to a point and the northeasterly sideline of Lot #44 as shown on aforesaid plan;

Thence N 50º-06’-01” W along Lot #44 a distance of 143.34 feet to a granite monument set;

Thence in a general westerly direction along Lot #44 and Lot #42 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 39.74 feet to a granite monument set; said granite monument set being N 43º-35’-45” W a tie distance of 39.65 feet from said previous granite monument set;

Thence N 37º-05’-28” W along Lot #42 a distance of 83.42 feet to a granite monument set;

Thence in a general westerly direction along Lot #42 and along a circular curve to the left, circumscribed by a radius of 10.00 feet, an arc length of 15.71 feet to a granite monument set; said granite monument set being N 82º-05’-28” W a tie distance of 14.14 feet from said previous granite monument set;

Thence S 52º-54’-32” W along Lot #42 a distance of 92.41 feet to a capped iron rod set (PLS #2190);

Thence in a general southwesterly direction along Lot #42 and along a circular curve to the left, circumscribed by a radius of 175.00 feet, an arc length of 87.70 feet to a capped iron rod set (PLS #2190); said capped iron rod set being S 38º-33’-10” W a tie distance of 86.78 feet from road previous capped iron rod set;

Thence S 24º-11’-48” W along Lot #42 a distance of 141.90 feet to a capped iron rod set (PLS #2190);
Thence in a generally northwesterly direction along the terminus of Blake Avenue to a granite monument marking the southerly most corner of Lot #43;

Thence N 24º-11’-48” E along Lot #43 a distance of 122.22 feet to a granite monument set;

Thence in a general northeasterly direction along Lot #43 and Lot #41 and along a circular curve to the right, circumscribed by a radius of 225.00 feet, an arc length of 112.75 feet to a granite monument set; said granite monument set being N 38º-33’-10” E a tie distance of 111.58 feet from said previous granite monument set;

Thence N 52º-54’-32” E along Lot #41 and along Lot #39 a distance of 164.95 feet to a granite monument set;

Thence in a general northeasterly direction along Lot #39 and Lot # 37 and along a circular curve to the right, circumscribed by a radius of 325.00 feet, an arc length of 51.03 feet to a granite monument set; said granite monument set being N 57º-24’-26” E a tie distance of 50.98 feet from said previous granite monument set;

Thence N 61º-54’-21” E along Lot #37 and along Lot #35 a distance of 243.88 feet to a point and the terminus of said Blake Avenue;

Thence S 28º-05’-39” E along the terminus of said Blake Avenue a distance of 50.00 feet to the point of beginning.

All bearings refer to magnetic north as observed in 1999. All as further described and shown on a certain “Plot Plan” prepared by BH2M Engineers, attached hereto as Tab 1.

Also granting herewith, in common with the within Grantors, and their assigns, a perpetual Drainage Easement, shown on the aforesaid Plot Plan, to construct, use, maintain and repair drainage structures and piping, together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purpose of this easement over, on, across and under a certain parcel of land described as follows:

Beginning at a capped iron rod set (PLS #2190) on the northwesterly sideline of the above described parcel and the corner of land of Laurel Hill Cemetery as shown on the aforesaid plan;

Thence S 52º-54’-32” W along the land of Laurel Hill Cemetery a distance of 140.23 feet to a capped iron rod set (PLS #2190);

Thence N 37º-05’-28” W along the land of Laurel Hill Cemetery a distance of 281.78 feet to a capped iron rod set (PLS #2190) and land now or formerly of the City of Saco;

Thence 52º-54’-32” E along the land of the City of Saco a distance of 153.80 feet to a capped iron rod set (PLS #2190) and the southwesterly sideline of a future right of way;

Thence S 37º-05’-28” E along the southwesterly sideline of a future right of way a distance of 66.60 feet to a capped iron rod set (PLS #2190);

Thence S 50º-06’-01” E along the southwesterly sideline of a future right of way a distance of 181.69 feet to a capped iron rod set (PLS #2190) and the northwesterly sideline of the above described parcel;

Thence in a general southerly direction along the northwesterly sideline of the above described parcel and along a circular curve to the right, circumscribed by a radius of 10.00 feet, an arc length of 12.97 feet to a granite monument set; said granite monument set being S 12º-57’-07” E a tie distance of 12.08 feet from said previous capped iron rod set;
Thence S 24°-11'-48” W along the northwesterly sideline of the above described parcel a distance of 56.48 feet to the point of beginning.

The above described drainage easement encompasses 47,702 s.f., said drainage easement also shown on Tab 1.

To Have and To Hold with all the benefits and privileges appurtenant thereto, for itself and its successors and assigns, Now and Forever, this _____ day of November, 2011.

WITNESS: 

______________________________________________
Print Name / Title

BERUBE BUILDERS, Inc.

______________________________________________
Signature

STATE OF MAINE

YORK, ss.

November ___, 2011

Then personally appeared before me ___________________, who gave oath and acknowledged the foregoing to be his/her free act and deed, and the free act and deed of BERUBE BUILDERS, Inc and of his/her authority herein to act on its behalf.

Before me,

______________________________________________
Notary Public/Attorney At Law

D. CONFIRM THE MAYOR’S REAPPOINTMENT OF JAMES HENDERSON TO THE COASTAL WATERS COMMISSION

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

The Mayor is recommending the reappointment of James Henderson of 17 Elmwood Drive to serve on the Coastal Waters Commission for a three year term.

E. CONFIRM THE MAYOR’S APPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission consists of five members and up to five associate members, appointed by the Mayor and confirmed by the Council, for a 3-year term. Some of the duties of the Commission are: to review applications for certificate of appropriateness, advise and inform the City officials and owners of historic buildings, structures or sites, on physical and financial aspects of preservation, renovation, and rehabilitation. Each Commission member shall be a resident of the City and shall be persons qualified to perform the duties of such office and shall serve without compensation.

The Mayor is appointing Catherine Glynn of Locke Street as an associate member of the Commission for a 3 year term.

VIII. ADJOURN THE MEETING

Councilor Tripp moved, Councilor Lovell seconded to adjourn at 7:25 p.m. The motion passed with seven (7) yeas.
ATTEST: __________________________________________

Michele L. Hughes, City Clerk