STATE OF MAINE
COUNTY OF YORK
CITY OF SACO

I. CALL TO ORDER – On Monday, June 18, 2012 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. WORKSHOP AGENDA – REVIEWED AND DISCUSSED

III. ADJOURN THE WORKSHOP AND CONVENE THE MEETING

Mayor Johnston adjourned the Workshop and convened the Council Meeting at 7:55 p.m.

IV. ROLL CALL 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 was also present.

V. PLEDGE OF ALLEGIANCE

VI. AGENDA:
A. MAYOR PRESENTS ON SACO'S SESQUICENTENNIAL (250TH ANNIVERSARY)

Mayor Johnston reviewed the upcoming events for the Sesquicentennial celebration. On-going Weekend Events:
Saturday, June 8 through Sunday, July 9 - Self-guided Historic Sites Hunt of Saco-Biddeford; Historic Window Displays throughout Saco’s downtown businesses; Commemorative items will be available for sale; Pepperell Park Rediscovery Series.
Saturday, June 23 - 42nd Annual Saco Sidewalk Arts Festival, 9 a.m. to 4 p.m. Main Street, Saco; Community Art Mural, 9:30 a.m. to 4 p.m., Main Street at Sam’s Place; Pilgrim’s Progress Moving Panorama Performance, 1:30 p.m., Saco City Hall Auditorium; Sunday, June 24 - High Tea with Historians, 3 p.m. Deering Room; Friday, June 29 - Pilgrim’s Progress Moving Panorama Exhibition Opening, 5:30 p.m. Saco Museum & Pepperell Mill Campus; Saturday, June 30 & Sunday, July 1 - Harmon’s Company of Snowshoemen, Pepperell Park.

B. CONTRACT ZONE EXTENSION REQUEST: BEAR BROOK ESTATES LLC MOBILE HOME PARK, OCEAN PARK ROAD – (PUBLIC HEARING)

Amendment to Contract Zone Agreement By and Between Bear Brook Estates, LLC and the City of Saco, dated April 7, 2009”.

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

Contract Zone Agreement by and between Bear Brook Estates, LLC and the City of Saco: Subsection h, p. 3:

h. Upon approval of this contract by the City Council, the Applicant shall submit materials required for site plan and subdivision review to the Planning Office in order that the project may be reviewed by the Planning Board. Failure of the Applicant to secure site plan approval from the Planning Board within two years of the approval of this Contract by the City Council shall render this Contract null and void. In that permits or approvals have been delayed again due to circumstances beyond the control of the Applicants, the two-year deadline is hereby extended by one year to June 1, 2013.

Councilor Doucette moved, Councilor Lovell seconded to open the Public Hearing on the amendment to the document titled, “Contract Zone Agreement By and between Bear Brook Estates, LLC and the City of Saco,” dated April 7, 2009. The motion passed with unanimous consent.

City Planner Bob Hamblen noted the applicants would like to extend the contract zone agreement for 2 more years.

Councilor Doucette moved, Councilor Blood 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 Bear Brook Estates, LLC and the City of Saco,” dated April 7, 2009, for July 2, 2012”. Further move to approve the order. The motion passed with seven (7) yeas.

C. CONTRACT ZONE: STEEPLE DRIVE DANCE STUDIO – (PUBLIC HEARING)

Contract Zone Agreement by and Between
Jennifer A. Bourgeault and Kurt N. Brown, and the City of Saco

June 4, 2012

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through November 16, 2011 is hereby further amended by adopting this Contract Zone Agreement by and between the City of Saco and Jennifer A. Bourgeault and Kurt N. Brown (Applicants).

1. The Applicants propose to establish a Dance Studio at 18 Steeple Drive (Subject Property).

2. Subject Property is identified as Tax Map 89, Lot 11-3 on City of Saco tax maps, and is in the R-1d zoning district.

3. Said property has been utilized in the past as a church, and includes both a church building and a single family dwelling. Each is an allowed use in the R-1d zoning district. The church is no longer in service.

4. Right, title and interest is demonstrated with the Applicants’ submission of a Purchase and Sale Agreement identifying Kurt Brown and Jennifer A. Bourgeault as the Buyer and the Saco and Biddeford Church of Nazarene as the Seller. The Agreement is subject to the Buyer receiving municipal approval for a contract zone to operate “a performing arts center and instructional school.”

5. The City’s Zoning Officer has determined that the proposed Dance Studio shall be viewed as a “Commercial School,” which is not an allowed use in the R-1d zone.

6. As stated in Section 1403-1 of the Zoning Ordinance, “Occasionally, competing and incompatible land uses conflict; and traditional zoning methods and procedures such as variances, conditional use permits, and alterations to the zone boundaries are in adequate to promote desirable growth. In these special situations, more flexible and adaptable zoning methods are needed to permit differing land uses in both developed and undeveloped areas, and at the same time recognize the effects of change.”

7. Recognizing the use restrictions imposed by the Zoning Ordinance, the Applicants hereby

II. This Contract Zone, specifically and exclusively for the parcel at 18 Steeple Drive, would allow the Applicants to establish and operate a Commercial School as proposed on the Subject Property, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

1. A Commercial School (Dance Studio) as proposed and described by the Applicants shall be allowed to operate as a permitted use on the parcel identified herein as the Subject Property: Tax Map 89, Lot 11-3.

2. The Applicant shall adhere to all other applicable provisions of the R-1d zoning district and of the City of Saco Zoning Ordinance.

3. All details as shown on the submitted plans and application are hereby incorporated into this contract by reference. The proposed use shall be operated substantially in conformance with those plans. Minor changes
may be approved by the staff of the City of Saco. Any changes determined by the staff to be "major" shall be submitted to the Planning Board for review. If it is determined that the changes constitute a change in the contract, then the developer shall also be required to obtain City Council approval of the changes.

4. This 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.

5. Failure of the Applicants to open the proposed Commercial School (Dance Studio) for business within one (1) year from the date of approval shall render this approval and Contract null and void.

6. 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.

7. As specified in Section 1403-9 of the Zoning Ordinance, all applications for contract zoning are subject to site plan review.

III. Pursuant to authority found in 30-A 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 __________, 2012 and the Saco City Council on __________, 2012, the following findings are hereby adopted:

A. City Tax Map 89, Lot 11-3 is a parcel of an unusual nature and location, for the following reasons:

1. The property is developed with a 2,688 square foot building previously used as a church, with a 49 space parking lot. The intent of the original developers was to establish a building for use by multiple members of the public at one time, which includes a 100 seat sanctuary, a fellowship room, and restroom facilities for men and women.

2. The Applicants propose a use that is able to co-exist adjacent to residential neighborhood. The level of activity – large gatherings on Sundays and perhaps other days of the week -- has been found to be appropriate for the neighborhood.

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

Chapter 6, Residential Growth Areas

Allowed Uses: Uses in the Low Density Residential Development Area should be limited to single and two-family residential uses and low intensity community and service uses that primarily support the residential neighborhoods. The following types of uses are generally appropriate in this area as a permitted or conditional use:
- single and two family dwellings
- accessory apartments in single-family dwellings
- home occupations
- child and adult day care facilities
- municipal and educational uses
- places of worship and community uses

C. The proposed use is consistent with the existing uses and permitted uses within the original zone. The original zone is the Residential Low Density District (R-1d) zone, the purpose of which is "predominantly single-family residential in character… New land uses in this district are restricted to low density residential and associated uses.” (Zoning Ordinance, Section 405-1.) Among the permitted and conditional uses
allowed in the R-1d zone are single and two-family housing, community living uses, day care centers, kennels, commercial greenhouses and nurseries, and adult day care centers.

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

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 __________, 2012.

by ________________________  by ________________________
Richard Michaud               Jennifer A. Bourgeault
City Administrator

by __________________________
Kurt N. Brown
Applicants

Councilor Smith moved, Councilor Doucette seconded to open the Public Hearing on the “Contract Zone Agreement By and between Jennifer Bourgeault and Kurt Brown and the City of Saco,” dated June 4, 2012. The motion passed with unanimous consent.

Jennifer Bourgeault stated that she was planning on having 2 large dance rooms, and that there would be no property changes.

Councilor Smith moved, Councilor Doucette seconded to close the Public Hearing and “Be it Ordered that the Council set the Second and Final Reading for July 2, 2012”. Further move to approve the order. The motion passed with seven (7) yeas.

D. DOWNTOWN PARKING STUDY

Gorrell-Palmer Consulting Engineers, Inc.
Engineering Excellence Since 1998

June 12, 2012

Mr. Peter Morelli
Saco Development Director
300 Main Street
Saco, Maine 04072-1583

Subject: Saco Downtown Parking Study

Dear Peter,

Per your request, Gorrell-Palmer Consulting Engineers, Inc. (GPCEI) is pleased to submit this proposal to work with you on a downtown parking study. Our office has completed similar studies for other communities such as Biddeford as well as for private clients such as The University of
Southern Maine (USM) and Maine Medical Center. The purpose of this study will be to determine the parking demand compared to supply for different times of the day and year and to recommend management strategies to address shortfalls overall or in a particular area.

**Scope of Services**

This Scope is based on our understanding of parking issues, the RFP, and our previous work on similar studies. We anticipate data collection on a busy weekday in the summer and fall, but determining the precise days would be subject to review by the Downtown Parking Committee. In addition, if the Committee decided that data collection was to focus on variations between different days of the week, an adjustment to data collection and the scope would be required.

It is important to note that we anticipate providing recommendations for downtown parking supply based upon a forecast typical busy summer weekday, or whatever time period appears to have a consistent peak. Provision of additional parking spaces solely for the purposes of special events can add significant cost, impede the potential of downtown development, and result in spaces that are empty all but a few days of the year. For special events, the Study will likely focus on parking management techniques, such as utilizing spaces outside of downtown and providing a shuttle service, for example.

The following specific elements of the work are anticipated for the project:

1.) We would recommend a kick-off meeting with the Committee in the late afternoon followed by an initial public meeting for feedback. We would provide a map and colored dots to allow people to denote areas that work and don’t work. Each sticker would be given a number, and a numbered comment would be noted for use during the course of the project. Cost: $1,500

2.) Parking inventory would be set up based upon the finalized study area. For the purposes of our proposed work and cost, we anticipate that the study area would include the portion of Saco bound by Beach Street, Elm Street, the Saco River/Biddeford boundary, and High Street. The parking spaces and types within this area would be inventoried and mapped out utilizing the ArcGIS format and summarized in a memo. Cost: $2,000

3.) We would complete an hourly survey of the parking accumulation in the downtown area from 10:00 AM to 5:00 PM on a summer weekday and a fall weekday after Columbus Day. In addition, we would complete hourly parking on a summer Saturday from 11:00 to 3:00 and again on a fall Saturday after Columbus Day. These times will be confirmed with the Advisory Committee. This information would be collected by recording the last three digits of the license plate, in order to determine parking space turnover. We can also enter the information into a spreadsheet to determine if vehicles are moving from one time-restricted location to another. It is our opinion that this can be completed without the use of DMV/police records, which may prove controversial. Cost: $10,500

4.) Random parking questionnaires of downtown customers should ideally be conducted in some manner that provides both excellent coverage and gives incentive to those to be surveyed. This could either be done by partnering with local businesses (i.e. Michael's Pizza, Gorham Bike & Ski) to provide a coupon for taking the time to complete the survey. We would prepare up to 100 questionnaires (50 in the summer and 50 in the fall) and compile the results. Cost: $1,500
5.) The peak parking demand will be compiled with both methods as described in the Town's scope of work. In addition, a determination of a peak demand would be compiled, based upon discussions with business owners and City staff. Cost: $3,500

6.) A determination of the overall parking demand versus supply will be prepared, and compared to current demand rates in each facility. Preliminary discussions will be prepared regarding current and proposed areas that have insufficient parking, or an oversupply of parking. Cost: $2,000

7.) Parking management techniques and measures will be explored, including the potential for use of cost management measures to "even out" parking demand and shift it to areas that currently have little demand. The provision of consistent parking identification signage, including type and location of wayfinding signage, will also be discussed. Cost: $2,000

8.) An exploration of the expanding parking supply will be completed, including the use of shuttle-based lot access during special events and temporary signage to encourage use of shuttle-served lots in order to minimize downtown congestion. Additionally, connecting or restriping lots, providing stand-alone or incorporated structured parking, and similar measures will be explored and discussed. Cost: $1,500

9.) The final recommendation will be summarized in a report with supporting graphics. These recommendations will be done in order of priority, schedule, and preliminary opinions of probable cost. Cost: $3,500

Schedule

GPCEI is prepared to begin work upon receipt of a signed contract and anticipates completion of our recommendations by November 30th provided authorization to proceed is received by June 30th. However, there are many factors outside Gorrill-Palmer Consulting Engineers, Inc.'s control which may affect our ability to complete the services to be provided under this Agreement.

Gorrill-Palmer Consulting Engineers, Inc. will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Fee

Gorrill-Palmer proposes to provide the above Scope of Services for a fee of $28,000.

Closing

Gorrill-Palmer Consulting Engineers, Inc. appreciates the opportunity to submit this proposal for your consideration and looks forward to discussing the project with you in the near future.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.

[Signature]

Thomas L. Gorrill, P.E., PTOE
President
Councilor Lovell moved, Councilor Smith seconded “Be it ordered that the City Council authorize a downtown parking study as outlined in the June 12 letter from Gorill Palmer Consulting Engineers, for up to $28,000, with funding to come from the 2013 capital improvements account, 10670-500910”. Further move to approve the order. The motion failed with three (3) yeas and four (4) nays – Councilors Tripp, Blood, Tardif and Cote.

E. WARRANT & NOTICE OF ELECTION - REGIONAL SCHOOL UNIT NO. 23 BUDGET VALIDATION REFERENDUM

Preliminary Schedule for Regional School Unit (RSU) 23 Budget Referendum:

- June 19, 2012: RSU 23 Approves Warrant for Budget Meeting
- June 28, 2012: RSU 23 Budget Meeting and Vote
- July 2, 2012: Council Approves Election Warrant
- July 3, 2012: Warrant is Posted
- July 10, 2012: Validation Referendum for Budget
- July 12, 2012: Tax Commitment
- July 18, 2012: Tax Bills Mailed

There was no action taken on this item. It was just an informational item to show the preliminary schedule for Regional School Unit No. 23 Budget Referendum.

F. CHANGE FY 2013 PROPERTY TAX FIRST HALF DUE DATE

On May 21, 2012, the Council voted as part of the budget process to set the Tax Due dates as follows:

- First half due date, August 10, 2012 with interest accruing from August 13, 2012.
- Second half due date, February 8, 2013 with interest accruing from February 11, 2013.

In light of the defeat of the Regional School Unit 23 Budget Referendum on June 12, 2012, the first half of the tax RSU 23 Board time to hold another Budget Referendum. The proposed change is for the first half only – from August 10, 2012 to August 17, 2012 with interest accruing on August 20, 2012. If the Council does not change the first half tax due date, the Assessor will commit the property tax based on the last approved RSU 23 Budget Meeting amount.

Councilor Doucette moved, Councilor Smith seconded “Be it Ordered that the City Council change the first half payment due date from 8/10/2012 with first interest date of 8/17/2012 to 8/20/2012, and further change the EZ Pay program payment schedule for fiscal year 2013, with eight monthly payments starting August 17, 2012 (not 8/15/2012) and ending March 15, 2013”. Further move to approve the Order. The motion passed with seven (7) yeas.

G. APPROVE A TAX ANTICIPATION NOTE FOR FY12

On June 4, 2012, the Council approved to complete the Tax Anticipation Note. After bond counsel reviewed the previous approved order, the RSU budget didn’t pass. With the RSU budget not passing, we are going to Council to approve the change in due dates to allow for the RSU to have a second vote on July 10, 2012. With this change, an additional amount will be necessary.

Councilor Blood moved, Councilor Smith seconded “Be it ordered that the City Council approve the Order entitled, ‘ORDER AUTHORIZING CITY OF SACO TO ISSUE TAX ANTICIPATION NOTE FOR 2012-2013 FISCAL YEAR’.” Further move to approve the Order. The motion passed with six (6) yeas and one (1) nay – Councilor Tardif.
1) That under and pursuant to 30-A M.R.S.A. §5771 and Section 6.14 of the Charter of the City of Saco, the City borrow in anticipation of the receipt of taxes the sum of not more than $3,400,000.00 to be issued on or about July 2, 2012 and mature on or before August 31, 2012, at an interest rate of not more than 1.04% per annum, which sum shall be borrowed on a “lump-sum” basis;

2) That the loan be evidenced by a general obligation note issued in the name of the City, payable within the current fiscal year out of receipts from taxes levied for the current fiscal year (the “Note”);

3) That the offer of Bangor Savings Bank, to purchase the Note, be approved, and that the sale of the Note be awarded to Bangor Savings Bank;

4) That to the extent not inconsistent with this Order, the Treasurer be authorized to select the issue date, maturity, denomination, interest rate, place of payment, form and other details of the Note, as the Treasurer determines to be in the interest of the City;

5) That the Note may be made redeemable or callable, with or without premium, prior to its maturity;

6) That the Note be executed in the name of the City by the Treasurer and Mayor, under the official seal of the City attested by the City Clerk, and that any signature thereon may be by facsimile to the extent permitted by law;

7) That the Treasurer be authorized and directed to covenant and certify on behalf of the City that no part of the proceeds of the Note shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

8) That the Treasurer be authorized to covenant on behalf of the City to file any information report and pay any rebate due to the United States in connection with the issuance of the Note, to take all other lawful actions necessary to insure that interest on the Note will be excluded from the gross income on the owners thereof for purposes of federal income taxation, and to refrain from taking any action which would cause interest on the Note to become includable in the gross income of the owners thereof;

9) That the Treasurer be authorized to designate the Note as a qualified tax exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986;

10) That the Treasurer be authorized to execute and deliver such tax certificates, arbitrage and use of proceeds certificates and other documents and certificates as may, in the Treasurer’s opinion, be necessary or convenient to effect the transactions hereinbefore authorized, to be in such form not inconsistent with this Order as the Treasurer, with the advice of the City’s bond counsel, may approve;

11) That the Treasurer and other proper officials of the City be authorized and empowered in its name and on its behalf to do or cause to be done all such other acts and things as may be necessary or desirable in order to effect the issuance, sale and delivery of the Note in accordance herewith and any such prior action by them be hereby ratified and confirmed;

12) That if the Treasurer, Mayor, Clerk or any other City officer or official is for any reason unavailable to approve, execute or attest the Note or any related financing documents, the person or persons acting in any such capacity, whether as an assistant, a deputy, or otherwise, be authorized to act for such official with the same force and effect as if such official had herself/himself performed such act; and

13) That this Order amends and restates in its entirety the Order adopted on June 4, 2012 authorizing issuance of tax anticipation notes.
14) That a copy of this Order be filed with the City Clerk.

VII. CONSENT AGENDA

Councilor Smith moved, Councilor Tripp seconded to approve items A, C, D & F on the consent Agenda. The City Council hereby:

A. Ordains and Approves the First Reading of the document: ‘Proposed Amendments to the Worship, April 10, 2012’, and further that the City Council set the Public Hearing for July 2, 2012;

C. Ordains and Approves the First Reading of the document ‘Proposed Amendments to Section 805 of the Saco Zoning Ordinance, Related to Stormwater, April 10, 2012’, and further that the City Council set the Public Hearing for July 2, 2012;

D. Ordains and Approves the First Reading of the document titled, “Proposed Amendments to Section 414 of the Saco Zoning Ordinance Related to Multiple Dwellings on a Lot, May 29, 2012”, and further sets the Public Hearing for July 2, 2012;

F. Accepts the negotiated contract with Resource Management Inc. for the transportation, treatment, and reuse of bio-solids generated at the Saco Waste Water Treatment Plant.

The motion passed with seven (7) yeas.

Note: Items B & E were pulled from the consent agenda and voted on separately below.

The consent agenda item commentaries are listed below.

A. ZONING ORDINANCE AMENDMENT: PLACES OF WORSHIP – (FIRST READING)

“Proposed Amendments to the Saco Zoning Ordinance Pertaining to Places of Worship, April 10, 2012”

(Proposed language is underlined. Language proposed for deletion is struck through).

Amend Article 3, Definitions, by adopting the following definition, and inserting in alphabetical order.

“Places of Worship: a building or structure, or groups of buildings or structures, that by design, construction or intent are primarily intended for conducting organized religious services and associated accessory uses. A Place of Worship may include but is not limited to a church, synagogue, temple, mosque or other facility that is used for prayer by persons of similar beliefs.”

Amend the permitted use lists of Article 4 by deleting Church in the places indicated and replacing with the new term, Places of Worship. I-2 is the one exception; Churches are not currently allowed, but we propose to add Places of Worship as a permitted use.

410-1. R-1 LOW DENSITY DISTRICT (Editor's note: includes R-1a, R-1b, R-1c and R-1d except where otherwise noted.)

PERMITTED USES
1. Single family dwellings
2. Agriculture, excluding livestock
3. Public parks and playgrounds
4. Public and private schools, excluding commercial schools
5. Churches Places of Worship

410-2. R-2 MEDIUM DENSITY DISTRICT
PERMITTED USES
1. Single family dwellings
2. Two family dwellings
3. Churches Places of Worship

410-3. R-3 HIGH DENSITY DISTRICT
PERMITTED USES
1. Single family dwellings
2. Two family dwellings
3. Churches Places of Worship

410-4. R-4 GENERAL RESIDENTIAL DISTRICT (Amended 1/3/95)
PERMITTED USES
1. Any use permitted as a matter of right in the R-2 District

410-6A. B-2a HIGHWAY BUSINESS DISTRICT
PERMITTED USES
41. Churches Places of Worship

410-6B. B-2b HIGHWAY BUSINESS DISTRICT
PERMITTED USES
42. Churches Places of Worship

410-6. B-2c and B-2d HIGHWAY BUSINESS DISTRICT
PERMITTED USES
1. Single family dwellings
2. Two family dwellings
3. Churches Places of Worship

410-7. B-3 DOWNTOWN BUSINESS DISTRICT
(See also special size limitations in portion of B-3 district, Section 733-1)
PERMITTED USES
18. Churches Places of Worship

410-9. B-5 MARINE BUSINESS AND RESIDENTIAL
PERMITTED USES
7. Churches Places of Worship

410-9-A. B-6 HIGHWAY BUSINESS AND COMMERCIAL DISTRICT (Amended 2/12/02, 1/6/93, 12/5/94, 3/2/92, 2/19/02, 4/7/03)
PERMITTED USES
1. Churches Places of Worship

PERMITTED USES
20. Places of Worship

410-14. C-1 CONSERVATION DISTRICT
PERMITTED USES (Amended 11/5/01)
11. Churches Places of Worship

(END: ‘Proposed Amendments to the Saco Zoning Ordinance Pertaining to Places of Worship, April 10, 2012’).
B. ZONING ORDINANCE AMENDMENT: §1111, TIME LIMITS ON SITE PLAN APPROVALS
   – (FIRST READING)

   “Proposed Amendments to Section 1111 of the Saco Zoning Ordinance,
   Related to Time Limits on Site Plan Approvals,
   June 18, 2012 ”

Amend Section 1111 as follows. Language proposed for deletion is struckthrough, while proposed new language is underlined.

Section 1111. Time Limits on Site Plan Approvals

If substantial construction is not commenced within twelve (12) months of the Planning Board's approval of a site plan, the site plan approval shall be null and void. Substantial construction shall mean the completion of a foundation, addition, or other evidence satisfactory to the Planning Department. The deadline may be extended for one two additional twelve (12) six (6) month periods by the City Planner Planning Board upon the written request of the applicant. The written request for an extension must be submitted before the date of expiration of the site plan approval. After the site plan approval has expired or an extension denied by the City Planner Planning Board, the applicant may reapply for site plan review at any time without prejudice.

The City Planner Planning Board shall approve the request for an extension unless the Board has become aware of one of the following occurs:

a. additional information that indicates that the plan does not meet the standards of the zoning ordinance;
b. failure to meet a condition of approval;
c. an amendment in the zoning ordinance that prohibits or alters the proposed site plan.

(END: ‘Proposed Amendments to the Saco Zoning Ordinance Concerning Section 1111. Time Limits on Site Plan Approvals, June 18, 2012.’)


C. ZONING ORDINANCE AMENDMENT: STORMWATER RUNOFF – (FIRST READING)

Proposed Amendments to Section 805 of the Saco Zoning Ordinance,
   Related to Stormwater
   April 10, 2012

Amend Section 805 as follows. Language proposed for deletion is struckthrough, while proposed new language is underlined.

805-1. STORMWATER QUANTITY

Adequate provisions shall be made for the disposal of all stormwater from a proposed development through a stormwater drainage system which will not have adverse impacts on abutting or downstream properties. All projects subject to Site Plan review disturbing less than one acre shall be designed to meet the requirements of this Section, 805-1. All projects including one acre or more of disturbed area shall meet the requirements of this section, 805-1 and the requirements of the Site Location of Development Law, 38 MRSA, 481—490, the Maine Stormwater Management Law, 38 MRSA Section 420-D, and regulations promulgated thereunder, specifically Chapter 500 and
502, having been amended on December 21, 2006. In determining if the threshold is met, all disturbed area created after the effective date of this provision shall be included in that total.

805-2. STORMWATER QUALITY

Sites shall be designed to minimize the amount of impervious area with a focus on reducing vehicle areas including parking, drives, and service areas. All activities, including the enlargement or modification of existing uses, that involve the creation of a total of more than ten thousand (10,000) square feet of new impervious area or one (1) five (5) or more acres of new disturbed area shall manage the quality of the stormwater runoff to meet the following standards. In determining if the threshold is met, all impervious area or disturbed area created after the effective date of this provision shall be included in the total. In the case of enlargements or modifications of existing uses that drain in more than one direction, the treatment standard shall apply to any watershed or subwatershed in which the amount of impervious area or disturbed area is increased.

(END: ‘Proposed Amendments to the Saco Zoning Ordinance Concerning Section 805. Stormwater Run-Off, April 10, 2012.’)

D. ZONING ORDINANCE AMENDMENT: TWO DWELLINGS ON ONE LOT – (FIRST READING)

Proposed Amendments to Section 414 of the Saco Zoning Ordinance
Related to Multiple Dwellings on a Lot,
May 29, 2012

(underline represents new language, while strikethrough is language to be deleted)

SECTION 414. MULTIPLE DWELLINGS AND/OR USES ON ONE LOT

A. Except as permitted under Section B below, no more than one single family or two family dwelling and its accessory buildings as regulated by this Ordinance may be located on any one lot except in the case of multi-family complexes that meet all other applicable sections of the ordinance. Commercial buildings may be permitted on the same lot as single family and two family dwellings in business districts only, provided that the combined uses and buildings are in the same ownership, remain in the same ownership, and meet the lot size requirements of Table 412-1, Line A.

B. A second single family dwelling or two family dwelling in the same ownership as the first may be located on a lot only if the street frontage requirement, without variance, is met for each principal building or structure located on the lot, and the placement of the buildings will allow division of the lot in conformance with the minimum lot and yard regulations of the District in which it is located, as expressed in Table 412-1.

E. MAINE TURNPIKE INTERCHANGE STUDY

Mayor Johnston and Councilor Tripp met earlier this year with Scarborough officials and Maine Turnpike Director Peter Mills to consider the two municipalities’ interest in potential improvements to Turnpike access. In order to interest the Turnpike in a large interchange study, a small study justifying needs to be done. The staff has worked with the transportation engineering firm Gorrill Palmer Consulting Engineers of Gray, Maine, which has done many studies in both towns, to develop a draft scope of the study.

The Council discussed this item at Workshop on June 4, 2012.

Councilor Tripp moved, Councilor Smith seconded “Be it Ordered that the City Council authorize the expenditure
of $6750 for Saco’s share of the interchange study initiative and to cooperatively retain Gorrill Palmer Consulting Engineers to perform the work described in the letter dated May 24, 2012 Proposal for Interchange Study Initiation with funding to come from 2013 Capital Improvements Account, 10670-500910.” Further move to approve the Order. The motion passed with seven (7) yeas.

May 24, 2012

Mr. Dan Bacon
Town Planner
Scarborough Municipal Building
PO Box 360
Scarborough, Maine 04070-0360

Mr. Peter Morelli
Saco Development Director
300 Main Street
Saco, Maine 04072-1583

Subject: Proposal for Interchange Study Initiation

Dear Dan and Peter,

Per your request, Gorrill-Palmer Consulting Engineers, Inc. (GPCEI) is pleased to submit this proposal to work with you to initiate an interchange study with the Maine Turnpike. The purpose of this initial work will be to assist you in assembling the interchange project information required to submit a request to the Maine Turnpike Authority and the Department of Transportation to complete an interchange study. The rough boundary of the study area for the project would be along the Route 1 corridor from Route 112 in Saco to just north of Dunstan Corner in Scarborough and the related “trafficked” area including Old Orchard Beach. Our work would include assistance in assembling such information as a preliminary statement of purpose and need, current and future traffic volumes, current and future capacity issues, accessibility deficiencies, safety documentation and other relevant information necessary to a complete application and demonstrate the need for an interchange study to the Authority and Department. The Tri-Community Study which we completed with you and PACTS in 2010, the Scarborough Town wide transportation study, and the Dunstan Corner studies the Town has completed will serve as a good baseline for much of the documentation. It will be important to demonstrate that the current transportation system cannot feasibly be modified to safely accommodate all modes of traffic in light of the State Sensible Transportation Policy Act. Our office recently worked on two interchange justification reports in Waterville and Augusta and therefore is familiar with the documentation requirements.

Scope of Services

The following specific elements of the work are anticipated for the project:

1. Review documents relevant to our work much of which we are familiar with through our work on the Tri-Community Study and on the Town wide study in Scarborough such as the comprehensive plans and zoning ordinances for both municipalities.
2. Review the findings of the Gorham East West highway study. The goal of this project will be to complement that project.
3. Assemble updated collision history for the project area available from the MaineDOT.
4. Obtain any additional traffic studies or land use planning related studies that have been done since the Tri-Community Study or Town wide Scarborough study and Dunstan Corner studies were completed.
5. Obtain the most recent PACTS TRIPS model summarizing the AM and PM traffic forecasts within the study area for the next 20 years.

6. Assemble relevant data from the Tri-Community Study, Scarborough Town-wide study, and Dunstan corner study within the corridor such as daily, AM and PM peak hour traffic volumes, level of service analyses, delay, queuing, pedestrian data, transit information and land use data.

7. Update our analyses based on any recent traffic volumes, or other recent changes to the data in the studies.

8. Prepare a draft purpose and need statement based on the information assembled above.

9. Meet with the municipal staffs to review the data assembled. We recommend that a preliminary location be selected, such as on the municipal line, to have PACTS run a TRIPS model based on an interchange at this location. This will give a preliminary estimate of how much traffic would be diverted to the Maine Turnpike. While this may not be necessary at this point for the interchange study request, we recommend it as a means to emphasize that the interchange may be a smart transportation investment and potentially cost effective with the additional revenues which may be generated. We will coordinate with them on this effort.

10. Identify potential interchange alternatives such as the re-use of Exit 5, Flag Pond Road/Cascade Road, between Town boundaries and Broadturn Road and complete a initial preliminary assessment as to their ability to meet the stated Purpose and Need statement.

11. Prepare a written summary of the data and findings in a form suitable for the municipalities to submit to the Authority and Department.

Schedule

GPCEI is prepared to begin work upon receipt of a signed contract and anticipates completion of our recommendations by August 31st provided authorization to proceed is received by June 15th. However, there are many factors outside Gorrill-Palmer Consulting Engineers, Inc.'s control which may affect our ability to complete the services to be provided under this Agreement. Gorrill-Palmer Consulting Engineers, Inc. will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Fee

Gorrill-Palmer proposes to provide the above Scope of Services for a fee of $13,500. This fee excludes the fee for the TRIPS modeling which would be done through PACTS.

Closing

Gorrill-Palmer Consulting Engineers, Inc. appreciates the opportunity to submit this proposal for your consideration and looks forward to discussing the project with you in the near future.

Gorrill-Palmer Consulting Engineers, Inc.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.

Thomas L Gorrill, P.E., PTOE
President
February 16, 2012

Mark D. Johnston, Mayor
City of Saco
300 Main Street
Saco, Maine 04072

Dear Mayor Johnston,

Congratulations on your election and thank you for hosting our meeting on January 23.

Enclosed is the MTA’s Interchange Policy referred to by Conrad Welzel during our discussion. It maps out the actions a community may take to initiate a study. You may already be familiar with it.

MTA staff are collecting past studies to forward to you. We have already met with DOT (Herb Thompson and Bruce Van Note) to ask that they focus on this issue with us. I encourage you to follow through with your plan to obtain input from other communities within the region.

While the MTA’s present 30 year plan allocates no money for an additional Saco interchange, the Saco region is one of the fastest growing areas in Maine. Because the Turnpike section from Saco to South Portland is already the state’s busiest highway, it is highly appropriate for local planners to coordinate with MTA and DOT to get a better handle on future growth and begin thinking carefully about where the solutions lie.

The Tri-Community Study done by Gorrill-Palmer in 2010 provides an appropriate launching point.

It is a shame that housing development northwest of the Turnpike has made it infeasible to extend I-195 across the Pike as was originally intended. This highlights why development planning must go hand in hand with planning for future highways and interchanges. The two are highly interdependent.

If Saco will initiate compliance with the conditions spelled out in the MTA Interchange Policy, it will accelerate the process and prepare us better for another meeting to determine a course of action.

Yours truly,

Peter Mills
Maine Turnpike Authority
Policy for Initiating Studies of Existing and New Interchanges and Access Roads

Whereas, in 1981 the legislature authorized the Maine Department of Transportation ("Department") / Maine Turnpike Authority ("Authority") Interchange Program through the enactment of 23 MRSA §§ 1965(1)(P) and 1974(3) (see appendix A for statute language); and

Whereas, the Sensible Transportation Policy Act (23 MRSA §§ 73, 1961(5)), adopted in December, 1991, and the rules and regulations promulgated thereunder, further defined the roles and responsibilities of the Authority and the Department in respect to the planning, location, funding, design and construction of interchanges on the Maine Turnpike;

Whereas, responsibilities for development and implementation of interchange projects on the Maine Turnpike were further defined in the February 13, 1997 Interchange Agreement between the Department and the Authority (that agreement as modified or replaced from time to time being the "Interchange Agreement");

Whereas, modifications to existing Turnpike interchanges and access roads, and construction of additional Turnpike interchanges and access roads related thereto may be beneficial to the local, regional, and state transportation network, and the Turnpike;

Whereas, it is the Authority's responsibility to set the level of revenues that should be committed to interchange projects based, among other things, on the relationship of each project to the public's use of the turnpike and the orderly regulation and flow of vehicular traffic using the turnpike.

Whereas, the results of planning for interchange projects and the Authority's determinations under Section § 1974(3) to date identify additional interchanges at Grove Street, Sabattus / Lewiston and South Main / Route 136 Auburn at locations to be determined as active interchange projects for which support from Authority resources is justified;

Whereas, the planning for interchange projects and related access roads, the Authority's determinations and the availability of Authority resources further suggest that the relationship of future projects may require contributions from entities other than the Authority;

Whereas, as stated in the MTA 2004-2013 Ten Year Plan, the Authority wishes to adopt a policy relating to the identification, planning, design and construction of and funding for future interchange projects and related access roads; and

Now, Therefore, Be it Resolved that the following be adopted as the official policy of the Maine Turnpike Authority regarding interchanges:
Interchange Project Information Submittals:

Any municipality (a "proponent") may request that the Authority undertake preliminary studies of modifications to an existing interchange and related access road or studies of a new interchange and related access road that the Authority or the Department has not otherwise determined should be studied (a "proposed project") by submitting a written justification to the Authority and the Department. Information submitted by the proponent may be preliminary in nature but should be of sufficient detail to warrant expenditure of Authority funds on further study and include at a minimum the following:

(a) A preliminary statement of the purpose of and need for the proposed project. This statement should identify existing and anticipated capacity, safety, and/or accessibility deficiencies and the basic project objectives. Technical measures such as traffic volumes, level of service, delays, queues, travel times, accident data, pedestrian data, land use data, and other relevant information should be supplied, to the extent that this information is available to or may be developed by the proponent without burdensome expense, as determined by the MTA, to demonstrate the need for the proposed project.

(b) Provide a written statement by the municipality (ies) that the proposed project would be consistent with the applicable municipal comprehensive plan(s).

(c) A list of alternatives that the proponent believes are worthy of consideration. This need not be exhaustive, but should include any alternatives that have been previously considered or discussed, even in a preliminary manner.

(d) Documentation of any previous studies that have been conducted.

(e) Minutes, records and transcripts if available of any public meetings or hearings that have occurred relative to the requested project.

(f) A statement of why the expenditure of Authority funds for the proposed project would be justified under 23 MRSA § 1974(3) which statement shall address, at a minimum, the factors listed under 1974(3) as A, B, D, E, F, H, I and L.

Because planning and implementation of transportation projects must be done in accordance with the Sensible Transportation Policy Act, the proponent should describe, and commit to fulfill, its role in assisting the Authority and Department in complying with the Act and the rules and regulations promulgated thereunder.

Each proponent should submit documentation of the actions of its governing body that authorize the submission and the commitments of the proponent contained therein. The Authority may require that such documentation include the opinion of outside counsel to the proponent regarding the valid and binding nature of the undertakings in question. Each proponent should submit documentation of its coordination with other municipalities in the region and the positions of those municipalities with respect to the proponent’s proposed project.
Following receipt of the information that is prepared and submitted by the proponent, the Authority and Department will jointly consider whether the proposed project warrants further study based, in part, on the following criteria:

1. The proposed project would not conflict with the Enabling Act authorizing the Department/Authority Interchange Program, the Department's Statewide Transportation Plan and the other requirements of the Authority's current 10 Year Planning Report;

2. Funding for the planning, location, design, construction and maintenance of the Project is reasonably likely to be available;

3. The proposed project would not adversely affect the operation of the transportation system and Turnpike;

4. The proponent has demonstrated, at the sole judgment of the Authority, that community support for the proposed project exists at the local and regional levels;

5. The proponent has documented the transportation purpose and need for the proposed project in terms of existing or anticipated capacity, safety, and/or accessibility deficiencies and a sufficient relationship of the proposed action to the Turnpike and its patrons;

6. The Department has made a preliminary determination that the proposed action would be consistent with state transportation plans and policies;

7. The proponent has demonstrated that the proposed action would be consistent with the applicable municipal comprehensive plan(s); and

8. The judgment of the Department and the Authority as to the priority of such project relative to other projects that are under review or development at the time.

The Authority may not undertake a study unless the proponent commits to participate in the study through funding, staff involvement, technical resources, and/or other suitable means. At its sole discretion, the Authority may segment a study into component elements or may implement a phased study. Before initiating a study, the Authority will require a Memorandum of Agreement (MOA) be entered into, which will detail the Authority and the proponent's respective commitments. This MOA will bind the proponent to pay a certain percentage of costs related to the study, planning and preliminary design of the proposed project, which percentage will be negotiated and may depend, in part, on the proponent’s level of commitment of other resources and, when applicable, the proponent’s ability to obtain funding from other interested municipalities or organizations. The maximum percentage required shall normally be 20%, unless the project’s primary justification is to promote specific economic development rather than to benefit the transportation system or a region as a whole, in which case a greater percentage may be required. The proponent will not be required to pay for costs relating to the final design, permitting, construction or operation of the project, except for those costs incurred due to changes made at the request of the proponent when said changes, in the opinion of the Authority, are not necessary for
proper functioning of the project. The Authority may require, as a condition of the MOA, that the municipality institute a policy of requiring impact fees from future developments that will create or increase traffic impacts on the project, which impact fees shall be paid to the Authority to use for future repair, maintenance and modification of the project.

In those instances where the proposed project is located on a non-toll section of the Interstate Highway System, the proponent will work with the Authority and/or Department to prepare a formal request to the Federal Highway Administration for approval to add a new or modified access point to the Interstate Highway System.

The Authority will consider each proposed project and provide the proponent with a written decision within one hundred and eighty (180) calendar days of receipt of a submission meeting the requirements of this policy as to whether the proposed project has been accepted for recommendation to the Authority's board for final approval, conditionally accepted for recommendation, or denied for further study. The Authority reserves the right, in its sole discretion, to reject any proposed project, to stipulate conditions on which further study of a proposed project will be approved, and/or to require that any information submitted by the proponent be supplemented, completed or clarified before consideration by the Authority. The Authority's authorization of a study of a proposed project does not in any way assure that the proposed interchange or related access road will be constructed.

**Funding for Future Interchange Projects:**

The amount of any funding for a proposed project to modify an existing interchange or for a proposed new interchange project from Authority resources must be determined by the Authority on a case-by-case basis under the provisions of 23 MRSA §1974(3). Accordingly, any determination to study a new interchange project initially and every decision at each stage of planning and development thereafter whether to continue with the development process or not will involve an assessment of the availability of funds from its own and possibly other sources to complete and operate such project.

**Questions Regarding This Policy**

This interchange policy has been approved by the Maine Turnpike Authority and is effective as of January 27, 2006. It is subject to revision or amendment, with Authority approval, without prior notice. Anyone with questions regarding this policy should contact the Authority's Government Relations Department at 871-7771, x111.
APPENDIX A

§ 1965. Maine Turnpike Authority; powers; membership

1. POWERS. The Maine Turnpike Authority, as created by Private and Special Law 1941, chapter 69 and as authorized by Title 5, section 12004-P, subsection 4, is and shall continue to be a body both corporate and politic in the State and may:

P. Provide from revenues to or for the use of the department funds for the maintenance, construction or reconstruction of interchanges determined pursuant to section 1974, subsection 3, for which the authority has not otherwise provided;

§ 1974. Use of turnpike revenues

3. REVENUES FOR ADDITIONAL INTERCHANGES. In addition to interchanges which have been incorporated into the turnpike, the authority shall authorize turnpike revenues to be utilized for interchanges determined pursuant to the terms and conditions of this section, provided that the department shall request use of revenues by submitting a proposed program for additional interchanges or improvements to existing interchanges, and provided that the authority shall have and exercise sole discretion to set the level of revenues, and provided further that the additional interchanges or improvements have or would have a sufficient relationship to the public's use of the turnpike and the orderly regulation and flow of vehicular traffic using the turnpike so that the use of the turnpike revenues is warranted to pay all or any portion of the cost of maintaining or constructing such additional interchanges or improvements and all or a portion of the access roads required in connection therewith.

In making the determination of whether a sufficient relationship exists, the department and the authority shall consider the following factors, no one of which may necessarily be determinative:

A. The existing road network;

B. The traffic impact of the construction or reconstruction on the existing road network;

C. The probable change in departmental or authority expenditures resulting from construction or maintenance;

D. The relative number of vehicles using or expecting to use those access roads on the way to or from the turnpike;

E. The road distance of those access roads or portions thereof from the nearest entrance to or exit from the turnpike;

F. The effect the construction or improvement will have on the flow of traffic to, from and on the turnpike, and in diverting vehicular traffic off or away from the turnpike;

G. The probable availability of turnpike revenues to make the payments;

H. The availability of alternative roads to or from the turnpike;

I. Priority shall be given to the construction or improvement of interchanges and related access roads which will promote industrial and economic development of communities adjacent to or near the turnpike, whose present lack of access tends to discourage that
development. In determining the extent of effect on industrial and economic development, the department and the authority shall consider existing, committed, proposed and potential development. The first priority for the use of available toll revenues for interchanges shall be for new or a modification of present interchanges and access roads to provide the necessary access for the development of industrial parks in Lewiston and Auburn. The authority and the department shall make every effort to begin construction or modification of interchanges by January 2, 1984.

J. Financial condition of the turnpike and financial impact of maintenance, improvement and construction;

K. The existence of any seasonal interchanges which with nominal capital expenditure could be placed into year-round operation; and

L. Such other factors deemed relevant, including, but not limited to, expert opinion.

In state fiscal year 1990-91, the authority shall make a $6,300,000 early payment representing amounts agreed to be paid by the authority for the Scarborough Interchange project.


F. RESIDUAL MANAGEMENT SERVICE AGREEMENT

Resource Management Inc.

Agreement to Provide Biosolids Management Services
between the
City of Saco, Maine
and
Resource Management, Inc.

This agreement for biosolids recycling services (the “Agreement”) entered into this __________ day of June, 2012 is made by and between the City of Saco, Maine (Saco) Wastewater Treatment Plant (hereinafter “Plant”) located at 68 Front Street, Saco, Maine 04072 and Resource Management, Inc. (hereinafter “RMI”), a New Hampshire corporation having its address at 1171 NH Route 175, Holderness, New Hampshire, 03245; and

Now, therefore, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Saco and RMI agree as follows:

**Section 1. Basis of the Agreement**

1.1 Saco and RMI enter into an Agreement under which RMI will provide services of managing, handling, and transporting the biosolids dewatered by Saco at the Plant, including biosolids and non-standard sludge.

1.2 Biosolids are defined as wastewater treatment solids that meet the standards for beneficial use specified in the New Hampshire Department of Environmental Services’ (hereinafter “NH-DES”) Code of Administrative Rules Env-Wq 800 Sludge Management. Further, biosolids shall be free of rocks and debris, and any solid waste, and shall be dewatered to allow for sufficient stackability.

1.3 Wastewater solids that do not meet the biosolids standards specified in Section 1.2 shall be deemed non-standard sludge. It is understood that non-standard sludge may need to be sent to landfill for disposal or other appropriate utilization or disposal outlets.

1.4 Saco shall be responsible for collecting and submitting biosolids samples for analytical testing to confirm compliance with the biosolids quality standards.

1.5 Title to and legal responsibility for all biosolids shall pass to RMI when RMI, or its subcontractors, employees or agents, remove biosolids from the Plant, subject to and conditioned only upon the obligation of Saco to pay for the disposal of all biosolids as set forth by the terms below.

1.6 The choice and location for disposal of conforming biosolids shall be made and determined solely and wholly by RMI, except as set forth in Section 4.3.
Section 2. Services to be Performed

2.1 To manage the biosolids produced by the Plant, RMI shall pursue and put in place a range of utilization outlets suitable for the biosolids. These utilization outlets may encompass a variety of options including, but not limited to, agricultural land application, topsoil manufacturing, and reclamation of disturbed soils.

2.2 To recycle the biosolids, RMI shall provide a variety of services including, but not limited to, the following:

2.2.a Conduct a program of managing, handling, transporting, and recycling, or processing that complies with federal, state, and local laws and applicable rules and regulations.

2.2.b Complete permitting activities, including but not limited to obtaining necessary permits and performing permit compliance activities, necessary to carry out the purposes of this Agreement, and to comply with federal, state and local laws.

2.2.c Provide containers for hauling biosolids. The containers shall be watertight and have a secure tarp system.

2.2.d Coordinate and manage the logistics of trucking, delivery, processing and final use of biosolids at utilization sites.

2.2.e Once Saco loads the biosolids into RMI’s container, RMI will transport the material from the Plant to the utilization site(s) with RMI trucks. All trucks, vehicles and other equipment used by RMI to transport Saco biosolids shall be duly and properly inspected, licensed, registered and insured at all times of use. All drivers employed or used by RMI shall be properly trained, and duly licensed and qualified, to operate said vehicles and equipment, and shall be fully insured at all times hereunder.

2.2.f All biosolids shall be weighed by RMI at their facilities. Every two weeks RMI will provide Saco with weight slips for deliveries of biosolids.

2.3 In addition to its responsibilities of managing, handling, and transporting biosolids to utilization sites, at Saco’s request and upon terms acceptable to Saco, RMI may provide additional services to Saco not included herein. Payment for any such additional services shall be independent of the provisions specified in Section 4.
2.4 Nothing herein shall require RMI to violate the terms of any governmental permit, or to utilize or dispose of biosolids or non-standard sludge other than in full conformity with such laws and regulations governing the utilization and disposal of such materials as may be in effect from time to time. RMI agrees to use its best efforts to diligently pursue its responsibilities under this Agreement, but shall not be responsible for delays caused by Force Majeure events beyond its control as defined in the Agreement.

Section 3. Biosolids Quantity

The terms set forth herein are based upon the expectation that Saco produces a total of approximately 1,500 wet tons of dewatered biosolids annually. It is understood that RMI will annually recycle 100% of the biosolids in a beneficial utilization program, regardless of actual amount produced. It also is understood that the actual amount of biosolids generated by Saco annually may differ from this amount, and may be more or less due to changes in production and operations at the Plant or Force Majeure events, but that said amounts delivered will be billed as set forth herein.

Section 4. Pricing Provisions

4.1 For the biosolids recycling services to be provided by RMI pursuant to this Agreement, Saco agrees to pay RMI an all-in recycling fee of $76.00 per wet ton for transportation and the beneficial use of the biosolids generated at the Plant.

4.2 It is understood that the recycling fees are based upon the current regulatory requirements in place in the State of New Hampshire at the time of signature of this Agreement. Any significant changes to the regulations governing the beneficial use of biosolids at the local, state or federal level shall be cause for re-negotiation of the scope of services and the recycling fees.

4.3 For non-standard sludge sent to alternative outlets, Saco agrees to reimburse RMI for the full amount of all payments actually made by RMI to process or dispose of non-standard sludge in a reasonable manner, plus 20%, provided the outlets used by RMI are approved in writing in advance by Saco in accordance with Section 7.5 of this Agreement.

4.4 RMI shall be reimbursed for trucking services it provides for transporting non-standard sludge, or any other additional trucking services provided by RMI to Saco, at a rate of $105.00 per hour from point of origin to point of return.

4.5 If more than one service trailer/container is required as directed by Saco, to be left on-site, the fee for trailer/container rental shall be $100.00 per day. Otherwise, trailer/container fees are included with trucking for pick-ups not exceeding 45 minutes demurrage.

4.6 RMI shall pay for routine site permit filing fees and routine soil samples associated with biosolids utilization, at no cost to Saco.

4.7 Saco agrees to reimburse RMI for any additional out-of-pocket fees as may be required by authorized regulatory agencies at cost plus 15%, provided Saco approved the service in writing, in advance. This shall include, but not be limited to analytical testing fees for biosolids or non-standard sludge, and regulatory fee requirements not included in paragraph 2.2.b.
4.8 Saco shall pay RMI a temporary diesel fuel surcharge if diesel fuel exceeds $4.00 per gallon based on the index provided by the US Department of Energy, specific to New England. Weekly diesel pricing information shall be based on the federal posting at http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. The surcharge shall be based on $0.25 increments to the price of diesel fuel, and shall increase in accordance with the schedule below for every ton of biosolids hauled by RMI; this incremental increase shall continue as an escalator calculation indefinitely:

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<tr>
<th>Rate Schedule for Diesel Fuel Surcharge</th>
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<tr>
<td>&gt;$4.00 - $4.250 per gallon</td>
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<td>$4.751 - $5.000 per gallon</td>
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<td>$5.001 - $5.250 per gallon</td>
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<tr>
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<td>$5.751 - $6.000 per gallon</td>
<td>$2.75 per ton</td>
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4.9 The fees in Sections 4.3, 4.4 and 4.5, 4.7 and 4.8 shall be increased by 3.0% on July 1 annually.

Section 5. Agreement Duration

The terms of the Agreement shall be deemed to have commenced on the date first written above (the “Commencement Date”) and, unless terminated as provided elsewhere in the Agreement, shall expire five (5) years thereafter. The contract may be renewed upon subsequent negotiation and agreement of the parties.

Section 6. Extension of the Term

Notwithstanding any other provision of this Agreement, the term of the Agreement may be extended for additional one year terms at the end of the initial term, when either party provides written notice to extend the Agreement to the other party, and the other party agrees in writing to the extension.

Section 7. Biosolids Quality

7.1 In general, Saco will provide RMI with biosolids that meet the land application chemical quality requirements of the New Hampshire Department of Environmental Services for biosolids.

7.2 Saco shall be responsible for ensuring that the biosolids are free of any solid waste, rocks, or debris.

7.3 Saco shall be responsible for ensuring that the biosolids are dewatered sufficiently to optimize stackability, and be consistent in physical characteristics.
7.4 Saco shall be responsible for providing RMI with biosolids in compliance with Env-Wq 806.08, to include biosolids that have been processed to minimize visible or identifiable plastics or other non-biodegradable materials.

7.5 If non-standard sludge that does not meet the beneficial utilization requirements for land application of the NH-DES Env-Wq 800 Sludge Management Rules is identified by Saco, Saco will notify RMI as soon as practical so that the non-standard sludge can be withheld at the Plant and segregated from acceptable biosolids. Upon request by Saco, RMI will handle and dispose of any non-standard sludge at an approved alternative site, in accordance with the terms set forth herein. Contamination of the biosolids at the Saco plant shall be cause for notice to be given to RMI by Saco as described above. Failure to give such notice within such time as to allow for the non-standard sludge to be withheld at Plant shall trigger the Indemnification provisions of Section 11 herein. Subsequent contamination of biosolids after they leave Saco’s plant shall not be cause for indemnification.

7.6 In the event that RMI finds any load of biosolids provided by Saco fails to meet the quality standards applicable to the utilization/disposal method previously agreed to by RMI and Saco, after it has left Saco’s Plant, RMI shall promptly notify Saco. At its option, Saco may (1) direct RMI to dispose of the non-standard sludge at an approved alternative outlet per the terms herein or (2) re-assume direct responsibility for disposal of the non-standard sludge.

7.7 RMI and Saco acknowledge that it is possible that biosolids generated at the Plant may have value to third parties even if it is non-standard sludge and does not meet the quality standards for land application of the NH-DES Env-Wq 800 Sludge Management Rules. In this (these) instance(s) RMI and Saco resolve to establish different quality standards pertaining to this (these) use(s). Once accomplished, these different quality standards shall govern for this (these) use(s).

7.8 Nothing set forth herein shall be construed as obligating RMI to handle any hazardous waste in any manner. It is expressly understood that RMI does not and shall not handle any waste defined as hazardous under either federal or state law; provided, however, that in the event that material handled by RMI pursuant to this Agreement shall become reclassified as hazardous waste by law or by regulation adopted by an agency of competent jurisdiction, RMI shall not be obligated to handle such material, but shall use its best efforts on behalf of Saco to identify disposal options for such material.

**Section 8. Biosolids Removal**

8.1 Biosolids removal operations conducted by RMI shall not cause undue interruption in the Plant operations.

8.2 The Plant shall be responsible for loading biosolids into RMI containers/trailers for transport. Saco shall load containers/trailers to a legal load capacity, plus or minus 2 tons. The material shall be evenly distributed by Saco in the RMI container/trailer.
8.3 In order to assist RMI in scheduling work crews, Saco will devote its best efforts to provide RMI with advanced notification of equipment failures or other circumstances which may impact the normal schedule.

8.4 If RMI is dispatched by Saco and there is not a full container/trailer, Saco shall reimburse RMI for the equivalent of a legal load.

8.5 Saco shall reimburse RMI in accordance with the fee posted in Section 4.4 for any excess waiting time (>45 minutes demurrage)

Section 9. Cancellation Under Special Circumstances

In the event that the utilization of biosolids, as provided for in this Agreement, is prohibited by a federal, state, or local regulatory agency with appropriate jurisdiction at any time during the term of this Agreement, this Agreement shall remain in full force and effect. In the event, however, that RMI cannot find utilization or disposal techniques which can be provided to Saco for equal or less than the pricing in Section 4, either Saco or RMI may terminate this Agreement upon thirty (30) days written notice.

Section 10. Payment

10.1 Billing to Saco for services to be provided by RMI shall be billed on a bi-weekly basis. The amount billed will be inclusive of all fees identified in Section 4, as applicable. RMI shall be paid by Saco within 21 days from date of invoice.

10.2 Late charges will be applied to any overdue balance at a rate of 18% per annum.

Section 11. Indemnification

11.1 Saco shall defend, indemnify and hold harmless RMI, and its agents, officers, directors, and employees from and against any and all claims, actions, damages and losses incurred by RMI arising out of or relating to the negligence or misconduct of Saco.

11.2 RMI shall defend, indemnify and hold harmless Saco, and its agents, officials, and employees from and against any and all claims, actions, damages and losses incurred by Saco arising out of or relating to the negligence or misconduct of RMI.

11.3 The indemnities granted in this section and in Section 7 shall survive the termination of this Agreement, whether said termination occurs due to the passage of time or otherwise.

Section 12. Insurance

12.1 RMI shall continuously carry the following insurance:

12.1.a Worker’s Compensation and Occupational Disease Insurance in such amounts as may be required by law.
12.1.b Bodily injury and property damage liability including, without limitation, comprehensive general liability (including blanket contractual liability), comprehensive automobile liability and employer’s liability, (hereinafter collectively “Liability Insurance”).

12.1.c Umbrella Liability coverage over the comprehensive general liability and automotive portions of the policy.

12.2 The Liability Insurance obtained by RMI shall include provisions stating that the carrier of the policy shall neither cancel the policy nor reduce the liability limits thereof without first giving thirty (30) days prior written notice to RMI and Saco.

12.3 Required limits of liability (per occurrence) under the Agreement shall be as follows:

12.3.a General liability $1,000,000; aggregate $2,000,000
12.3.b Automobile liability $1,000,000 combined single limit
12.3.c Employer’s liability Statutory
12.3.d Umbrella Coverage $1,000,000

12.4 A certificate in form satisfactory to Saco certifying to the issuance of such insurance from RMI’s insurers regarding the coverage described above shall be furnished to Saco prior to commencing work under this Agreement, and upon reasonable request thereafter. With the exception of workers compensation coverage to which additional insureds cannot be added, all policies shall name Saco as an additional insured, and shall be placed with companies with a rating of A or better from Standard and Poor’s or AM Best. Maintenance of such coverage for all times this contract is in effect shall be a requirement for RMI, and the failure to do so shall constitute a material breach of this Agreement.

Section 13. Successors and Assigns

This Agreement shall be binding on the successors and assigns of RMI and Saco but shall not be assigned by either party except to an affiliated entity or for the purpose of obtaining financing without the written consent of the other party, which such consent shall not be unreasonably withheld or delayed. “Affiliated entity” as used herein shall mean an entity owned or controlled by the assigning party.

Section 14. Applicable Law/Dispute Resolution

14.1 The construction, performance and validity of the Agreement shall be governed by the laws of the State of New Hampshire.
14.2 In the event a dispute shall arise between the parties to this Agreement, the parties agree to attempt resolution and participate in at least four hours of mediation in accordance with commonly accepted mediation procedures before pursuing other remedies. The parties agree to share equally in the costs of the mediation, exclusive of any costs incurred by either party for representation by counsel during the mediation. The mediation shall be conducted within the State of New Hampshire at a mutually acceptable location. To initiate mediation, a party must give written notice requesting mediation to the other party. The mediation shall be scheduled within 60 days from such written notice with the mediator mutually selected from the active members of the New Hampshire Conflict Resolution Association (see: http://www.nhcra.org). Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.

Section 15. Waiver

Unless otherwise specifically provided by the terms of the Agreement, no delay or failure to exercise a right resulting from any breach of the Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in the Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under the Agreement.

Section 16. Counterparts

The Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, or in separate counterparts.

Section 17. Notices

Any notices required hereunder shall be given in writing, by certified mail, postage prepaid or by a nationally recognized overnight delivery service, to the parties at the addresses set forth below. Any oral notice necessitated by time constraints shall be confirmed in the manner described above to the other party:

Notice to Saco:

Howard Carter  
Deputy Director  
City of Saco  
Wastewater Department  
68 Front Street  
Saco, ME 04072

Notice to RMI:

Shelagh Connelly  
President  
Resource Management, Inc  
1171 NH RT 175  
Holderness, NH 03245
Section 18. Force Majeure

Force Majeure shall mean any event which is beyond the reasonable control of, and without the fault of, the party claiming Force Majeure, including but not limited to: fire, flood, storm, acts of God, emergencies, accidental breakdown of the Plant, Plant equipment, or RMI equipment, or acts or actions of government or court, sabotage, and civil insurrection.

In circumstances other than those defined in Section 9, any party claiming Force Majeure shall give written notice to the other party of the Force Majeure event within seven (7) days thereof. Such party shall be excused from performance of its obligations hereunder for such time as was lost due to the Force Majeure, but not exceeding thirty (30) days, unless such party (a) has provided the other party within (30) days of the Force Majeure event a written plan describing the cause of the Force Majeure and the steps it is taking to cure the Force Majeure with its best efforts, and (b) diligently acts with its best efforts to cure such Force Majeure. Should such extended cure period last more than three (3) months, then the non-Force Majeure party at its option, may terminate this Agreement upon ninety (90) days written notice.

Section 19. Entire Agreement Modification

This Agreement constitutes the entire understanding between the parties, supersedes any and all previous understandings between the parties, and binds and inures to the benefit of the parties, their successors and assigns. No modifications to this Agreement shall be valid unless in writing and signed by both parties hereto.

In Witness Whereof, The Agreement has been executed on behalf of the undersigned parties by their respective representative thereunto duly authorized, as of the date first written above.

CITY OF SACO, ME

Its: ____________________________

Witness

Date

RESOURCE MANAGEMENT, INC.

Its: President

Witness

Date
## SOUTHERN MAIN REGIONAL BIOSOLIDS DISPOSAL GROUP
### SUMMARY OF PROPOSAL PRICING

<table>
<thead>
<tr>
<th>Boottbay Harbor</th>
<th>Durham, NH</th>
<th>Gardiner</th>
<th>Kennebunk</th>
<th>Kittery</th>
<th>Ogunquit</th>
<th>Saco</th>
<th>Wells</th>
<th>York</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-yd Rolloff</td>
<td>40-ft Dump Trailer</td>
<td>30-yd Rolloff</td>
<td>30-yd Rolloff</td>
<td>30-yd Rolloff</td>
<td>30-yd Rolloff</td>
<td>30-yd Rolloff</td>
<td>30-yd Rolloff</td>
<td>30-yd Rolloff</td>
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<tr>
<td><strong>RMI Base Price per Ton</strong></td>
<td>$65.00</td>
<td>$72.00</td>
<td>$110.00</td>
<td>$99.00</td>
<td>$99.00</td>
<td>$76.00</td>
<td>$99.00</td>
<td>$105.00</td>
</tr>
<tr>
<td>Fuel Surcharge @ $.40/gal</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Price @ $.40/gal</strong></td>
<td>$65.00</td>
<td>$72.00</td>
<td>$110.00</td>
<td>$99.00</td>
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<td>$76.00</td>
<td>$99.00</td>
<td>$105.00</td>
</tr>
<tr>
<td>Surcharge @ $.25</td>
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<td>$0.35</td>
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<td>$0.35</td>
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<td>$105.35</td>
</tr>
<tr>
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<td>$99.70</td>
<td>$105.70</td>
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<tr>
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<td>$1.41</td>
<td>$1.41</td>
<td>$1.41</td>
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<td><strong>Total Price @ $.50</strong></td>
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<td>$102.41</td>
<td>$77.41</td>
<td>$100.41</td>
<td>$106.41</td>
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**RMI Notes:**
1. No annual inflationary increase in base price contained in proposal - needs to be confirmed.
2. Analytical testing fees, permit filing fees, or other regulatory fees required billed on a pass-through basis of cost plus 15%.
3. Fuel surcharge and fees in number 2 above will be increased annually by 3% for inflation.

| Soil Prep Base Price per Ton | $58.00 | $70.00 | $70.00 | $84.66 | $84.66 | $87.33 | $83.80 | $84.66 |
| Fuel Surcharge @ $.40/gal | N/A | $0.77 | $0.77 | $0.85 | $0.85 | $0.87 | $0.84 | $0.85 |
| **Total Price @ $.40/gal** | $58.00 | $70.77 | $70.77 | $85.51 | $85.51 | $88.20 | $84.65 | $85.51 |
| Surcharge @ $.25 | $0.85 | $1.65 | $1.65 | $1.65 | $1.65 | $1.65 | $1.65 | $1.65 |
| **Total Price @ $.25** | $58.00 | $72.60 | $72.60 | $87.16 | $87.16 | $90.85 | $86.20 | $87.16 |
| Surcharge @ $.45 | N/A | $0.90 | $0.90 | $0.90 | $0.90 | $0.90 | $0.90 | $0.90 |
| **Total Price @ $.45** | $58.00 | $72.40 | $72.40 | $87.04 | $87.04 | $90.65 | $86.11 | $87.04 |
| Surcharge @ $.50 | N/A | $1.60 | $1.60 | $1.60 | $1.60 | $1.60 | $1.60 | $1.60 |
| **Total Price @ $.50** | $58.00 | $72.90 | $72.90 | $87.63 | $87.63 | $91.12 | $86.72 | $87.63 |

**Soil Prep Notes:**
1. Base price adjusted annually based on CPI-U.
2. Should all members, except Durham and Gardiner, contract with Soil Prep, they will offer all remaining members a base price of $58.00 for first year.

| NEO Base Price per Ton | $57.75 | $82.35 | $82.35 | $95.23 | $95.23 | $103.00 | $98.50 | $102.50 |
| Fuel Surcharge @ $.40/gal | N/A | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Total Price @ $.40/gal** | $57.75 | $82.35 | $82.35 | $95.23 | $95.23 | $103.00 | $98.50 | $102.50 |
| Surcharge @ $.25 | $0.50 | $0.85 | $0.85 | $0.85 | $0.85 | $0.85 | $0.85 | $0.85 |
| **Total Price @ $.25** | $57.75 | $83.30 | $83.30 | $95.88 | $95.88 | $103.85 | $99.35 | $103.85 |
| Surcharge @ $.45 | N/A | $0.90 | $0.90 | $0.90 | $0.90 | $0.90 | $0.90 | $0.90 |
| **Total Price @ $.45** | $57.75 | $83.65 | $83.65 | $96.23 | $96.23 | $104.16 | $99.68 | $104.16 |
| Surcharge @ $.50 | N/A | $1.60 | $1.60 | $1.60 | $1.60 | $1.60 | $1.60 | $1.60 |
| **Total Price @ $.50** | $57.75 | $84.95 | $84.95 | $97.85 | $97.85 | $105.76 | $101.05 | $105.76 |

**NEO Notes:**
1. Billing will be based on a minimum monthly average of 15 tons per load for soils and 30 tons per load for Durham dump loads.
2. A surcharge of $2.50 per ton per percentage point above the total solids listed will be added.
3. TMDL (80) cubic yards of compost per year with an estimated value of $500 will be provided to each participating member free of charge.
4. Base price adjusted annually based on CPI-U.
5. Pricing for Durham is based on the projected solids content produced by their planned 2013 upgrade (95-95%).

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### Gasoline and Diesel Fuel Update

#### U.S. Energy Information Administration

**Gasoline and Diesel Fuel Update**

- **Gasoline Release Date:** April 12, 2012
- **Diesel Release Date:** April 12, 2012

**Notes:** Changes to Petroleum Marketing Survey FEEs for 2013

**U.S. Regular Gasoline Prices** (dollars per gallon)

<table>
<thead>
<tr>
<th>U.S.</th>
<th>03/18/12</th>
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<th>Change from</th>
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<tr>
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<td>$3.811</td>
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<tr>
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VII. EXECUTIVE SESSION

Councilor Smith moved, Councilor Tripp seconded “Be it Ordered that the City Council, Pursuant to [M.R.S.A. Chapter 18, subchapter 1, §405 (6) (C)] move to enter into Executive Session to discuss: (D) Labor Contract Negotiation. The motion passed with unanimous consent.

Mayor Johnston moved to come out of Executive Session with the unanimous consent of the Council. TIME: 10:10 p.m.

a. REPORT FROM EXECUTIVE SESSION

Upon return from the executive session Mayor Johnston conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: David Tripp, Leslie Smith, Marie Doucette, Philip Blood, Arthur Tardif, Eric Cote and Marston Lovell. City Administrator Rick Michaud was also present.

No report was given this evening.

VIII. ADJOURN THE MEETING

Mayor Johnston declared the meeting adjourned with the unanimous consent of the Council. TIME: 10:10 p.m.

ATTEST: _________________________________
Michele L. Hughes, City Clerk