I. CALL TO ORDER – On Monday, August 11, 2014 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS – Mayor Donald Pilon conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: David Precourt, Leslie Smith Jr., Bette Brunswick, Kevin Roche, Arthur Tardif, Eric Cote and Nathan Johnston. City Administrator Rick Michaud was also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL: EMPLOYEE RECOGNITION

➢ 25 YEARS OF SERVICE – KEITH WHITE – PUBLIC WORKS – TRUCK DRIVER

Director of Public Works Patrick Fox noted that Keith White was not able to be here this evening but he still wanted to say a few words recognizing him for his 25 years of service to the city. Mr. Fox stated that most of Keith’s 25 years with the City have been spent with the Parks & Recreation Department until his recent move to Public Works. His transition to Public Works has been seem-less due to his good natured hard working attitude that he carries with him each and every day. In his new role at Public Works he is proving that old dogs can indeed learn new tricks. Keith is one of those employees that simply does whatever you want any time you want and anytime you need it. According to Parks & Recreation Director Joe Hirsch who worked with Keith for over 20 years, Keith is one of the most reliable person he has every had the chance of working with and I’m quickly finding the same true at Public Works.

Mayor Pilon presented a plaque on behalf of the Council and himself to Patrick Fox to give to Keith and it read as follows: Presented to Keith White, Truck Driver, Public Works Department in grateful recognition for is 25 years of outstanding service and dedication to the City of Saco and its citizens August 7, 1989 – August 7, 2014.

➢ 30 YEARS OF SERVICE – DEPUTY POLICE CHIEF RAYNALD DEMERS

Police Chief Bradley Paul congratulated Deputy Police Chief Raynald Demers for 30 years of service and recognized him as follows: Deputy Chief Raynald Demers was initially hired by the Police Department as a Reserve Officer in June 1983. It was his second policing job as he had worked the previous summer in Kennebunkport. Back then we put on a summer officer for the beach area and Ray was selected from several other candidates. Although Ray didn’t have allot of policing experience we knew that he would be a solid squared away officer. The fact that he had been in the United States Marine Corp. was evident from the get-go and still clear even today from those who know him. Ray performed well enough in Camp Ellis that we continued to use him through the summer and into the following year. We knew we had the right person and we just yet didn’t have a full-time position for him. When a position opened up we knew he would fit right in. He got an opportunity and was hired in August 1984. He excelled immediately and quickly developed a reputation for dependability in tough situations, which lead to his inevitable promotion to Sergeant in 1987 where he filled many roles before being elevated to Deputy Police Chief in 2010. Some people talk and some people do. In his time with the Police Department Ray became a Criminal Justice Academy Certified Instructor focusing in many areas such as firearms training and intoxilizer certification. He has also overseen scheduling, training, internal investigations and a host of other less glamorous but equally critical functions. Ray also serves as the chair of the traffic safety committee and as the city Traffic Safety Officer. Regardless of whatever rank he has held Ray became a go-to guy for us. He is a graduate of SMTC and has received several commendations throughout his career culminating his being selected “Officer of the Year” in 2009. He is not a person who is comfortable just sitting back and resting on his laurels. Just this year he received the FBI Law Enforcement Executive Development Association Trilogy Award which is given to those who successfully complete as series of FBI sponsored courses. He has also been a driving force behind the hugely successful Citizens Police Academies that the PD sponsors. Officers serve as volunteer instructors sharing their particular specialty with the students who range in age from 18 – mid 70’s. Attendees get to process crime scenes, visit the county jail, and even shoot on the range and they love it as do the officers. We
always receive very positive feedback from the students. Being a Deputy Chief can be a tough job. They are involved in nearly every aspect of the Police Dept. and are on call 24/7, but Ray has excelled at it. He has served that city well and we are fortunate to have and individual of his caliber working for the city and its citizens.

Mayor Pilon congratulated Ray and presented a plaque on behalf of the Council and himself and it read as follows: Presented to Raynald Demers Deputy Police Chief, Saco Police Department, in grateful recognition for his 30 years of outstanding service and dedication to the City of Saco and its citizens. Date August 13, 1984 thru August 13, 2014.

PROCLAMATION: PAIN AWARENESS MONTH – CITY OF SACO – PROCLAMATION FOR SEPTEMBER 2014

Pain Awareness Month
City of Saco
Proclamation for September 2014

WHEREAS pain is a major public health problem and the number one reason Americans seek medical care;

WHEREAS the Institute of Medicine has found that 100 million Americans live with chronic pain as a result of serious illnesses and injuries;

WHEREAS chronic pain costs the nation an estimated $560 to $630 billion annually in medical expenses, lost wages and lost productivity;

WHEREAS pain negatively impacts almost every aspect of a person’s life including the ability to work, sleep and engage in social activities as well as adversely impacts pain sufferers’ families and caregivers;

WHEREAS the U.S. Pain Foundation, the Chronic Pain Support Group of Southern Maine, the University of New England, and the Southern Maine Agency on Aging are all working together in Maine to remove barriers to effective pain care and eliminate the undertreatment of pain;

WHEREAS increased awareness about the effects of chronic pain result in better outcomes, increased access to good pain care and empowerment and validation for those living with pain;

NOW, THEREFORE, I, Donald E. Pilon, Mayor of the City of Saco, do hereby proclaim September 2014 as Pain Awareness Month.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Saco to be affixed.

DONE at City Hall in Saco, Maine, on this 11th day of August in the year 2014.

Councilor Tardif moved, Councilor Precourt seconded to approve the Pain Awareness Month Proclamation. The motion passed with seven (7) yeas.

Susan Gold, Pain Ambassador, U.S. Pain Foundation introduced Ernest Merritt from the Pain Support Group of Southern Maine and Liz Weaver who oversees the Southern Maine Agency on Aging Wellness Programs and Chronic Pain Self Management Workshop. Ms. Gold noted that her personal pain journey began almost 25 years ago and one of the hardest challenges of living with chronic pain is that it is an invisible disease. It is very isolating to think that you are the only one with chronic pain. This awareness is important because it brings awareness and informs the community of the struggles of those who live with chronic pain. As part of the campaign we will be putting blue ribbons around town and posting information about the U.S. Pain Foundation. There will also be an art exhibit at Engine in Biddeford called “Beautify in Blue” and other activities at the University of New England’s Biddeford Campus. The chronic pain support group meets in Old Orchard Beach and there are the Southern Maine Area Agency programs as well. Most of all we thank the City Council, Mayor and
City Administrator for issuing this proclamation showing their support for Saco’s residents who struggle with chronic pain.

Mayor Pilon noted that Ernest Merritt was also the one responsible for making the wooden canes to honor the oldest living resident in the community and to date he and the Mayor have given one cane out.

V. AGENDA
   A. KABOOM – 2014 PLAYFUL CITY USA AWARD – CITY OF SACO

Congratulations! Saco has shown itself to be at the vanguard of a growing group of communities working to ensure that kids get the balanced and active play they need to thrive by making play a priority in their city or town. KaBOOM! is thrilled to recognize Saco as a 2014 Playful City USA. This year, our Playful City USA initiative, sponsored by the Humana Foundation, recognizes 212 cities and towns — including Saco — for their innovative work to strengthen their communities through play, setting an important example for local governments across the nation to follow.

   B. CITIZEN INPUT OF CITY ADMINISTRATOR PROFILE – (PUBLIC MEETING)

City Administrator Richard Michaud retires effective December 31, 2014. The City Charter provides that the Council as a whole work together in the recruitment and selection process, and ultimately that the Mayor appoint and the Council confirm the next City Administrator.

The recruitment and selection process includes certain decisions that must be made to determine how the process will be undertaken. The Council adopted a time line for the process at the July 28, 2014 meeting.

The timeline provides for public participation in the process to help the Council define a profile of the ideal candidate. The profile survey was distributed to city staff, members of board and commissions, Biddeford Saco Chamber of Commerce members, Pepperell Post recipients, Saco Spirit members and posted on the city’s web site.

The profile outlines important skills and qualifications of Council’s ideal candidate.

The Profile will then be used to evaluate candidates for the position. The council is interested in receiving written as well as oral communications on what should be included in the profile.

### City Administrator Recruitment and Selection Timeline with Milestones

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY/MILESTONES</th>
<th>9/29/2014</th>
<th>FINAL CANDIDATE LIST by Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/28/2014</td>
<td>CITY COUNCIL MEETING</td>
<td>10/6/2014</td>
<td>FIRST ROUND INTERVIEWS STARTED</td>
</tr>
<tr>
<td></td>
<td>Item Commentary to include:</td>
<td>10/20/2014</td>
<td>FIRST ROUND INTERVIEWS COMPLETED by Council</td>
</tr>
<tr>
<td></td>
<td>1. first draft of Administrator Profile and job description</td>
<td></td>
<td>Council MEETS TO FINALIZE TOP CANDIDATES</td>
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<td></td>
<td>2. adopt process outline and timeline</td>
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<td>3. approve ad and placement</td>
<td>10/27/2014</td>
<td></td>
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<td>4. formal recognition that the Council will conduct the process</td>
<td>11/3/2014</td>
<td></td>
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<tr>
<td>8/1/2014</td>
<td>ADVERTISING OF POSITION BEGINS</td>
<td>11/10/2014</td>
<td></td>
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<tr>
<td>8/11/2014</td>
<td>Council MEETS TO FINALIZE PROFILE FOR EVALUATING SUBMISSIONS</td>
<td></td>
<td></td>
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<tr>
<td>9/5/2014</td>
<td>POSTING CLOSES</td>
<td>11/21/2014</td>
<td></td>
</tr>
<tr>
<td>9/8/2014</td>
<td>REVIEW and RANK SUBMISSIONS (Mike Wing, CA and HR)</td>
<td>1/5/2014</td>
<td></td>
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<tr>
<td>9/12/2014</td>
<td>RANKED SUBMISSIONS TO Council</td>
<td>11/10/2014</td>
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<tr>
<td></td>
<td>Include a guide for evaluating and ranking.</td>
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<tr>
<td>9/22/2014</td>
<td>Council MEETS TO DISCUSS CANDIDATES</td>
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<tr>
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<td>Identify top 3-5 candidates for interviews. Likely a two meeting process.</td>
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Councilor Brunswick moved, Councilor Precourt seconded “Be it Ordered that the City Council open the Public Meeting on Citizen Input on City Administrator Profile.”
Mayor Pilon inquired as to how many people participated in the survey. Personnel Officer Stephanie Weaver stated that 54 people participated.

Councilor Precourt asked if the responses were from a variety of people or mostly businesses. Ms. Weaver noted that they were mostly residential and employees of the city.

Mayor Pilon called for a vote on the survey. The motion passed with seven (7) yeas.

Note: See page #6 for the “Public Hearing” comments.

C. DISPOSITION OF CITY-OWNED RIGHT OF WAY: BRUNO CIRCLE

Applicant John Provost has proposed a private road off Bruno Circle, a City street in the Brookside II subdivision. The 2005 acceptance of street by the City Council included a 50 foot wide right of way off Bruno Circle that would enable a future developer to develop abutting properties from the City street network. Mr. Provost proposes to develop a private road that would access three parcels which he has under contract, and to develop four lots with single family residences. The Council is asked to consider options for either the conveyance of the right of way to Mr. Provost, or permission in the form of an easement for him to develop the roughly 50 foot by 120 foot right of way to either private road or City street standards.

The Planning Board held a public hearing on Mr. Provost’s proposal on June 24, 2014, and the Board forwards a positive recommendation that Mr. Provost be granted permission to develop the right of way to City street standards.

Memorandum

To: City Council, Mayor Pilon, City Administrator
From: Bob Hamblen, City Planner
Re: Provost Private Road Involving City Property Tax Map 90, Lots 4, 4-1 and 5
Workshop, July 14, 2014

This item is not the review of a private road, but rather consideration of whether to grant permission to a private developer to improve and use a City-owned right of way (ROW) off the Bruno Circle cul de sac in the Brookside II subdivision off Jenkins Road.

Any developer applying to the Planning Board must demonstrate their rights to develop a property, commonly referred to as “right, title and interest.” John Provost has done that for three lots he hopes to purchase with the submission of a Purchase and Sale Agreement. In order to access the three lots, he needs to cross said ROW, and therefore needs the City’s permission. Without that, the project most likely could not go forward; no alternatives for access have been identified.

The right of way measures 50 feet by roughly 120 feet, and was conveyed to the City in a deed recorded on 9/21/05 along with the streets and utilities within Brookside II. This is more common than not: as part of a subdivision plan, developers are required to provide “projections” such as the ROW in question to abutting properties, so that future development may connect to existing streets.

There are three parcels that this ROW provides direct or indirect access to: two owned by Monmaney, and a third owned by Tripp.

The staff memo to the Planning Board for the June 24 public hearing suggested possible options, while acknowledging that more probably exist:

a. Do nothing, meaning that building a private road over the ROW and developing four house lots could not move forward.

b. Grant an easement to the applicant allowing the construction of a private road over the ROW, meaning an 18 foot wide, gravel surface.
c. Grant an easement to the applicant allowing the construction of a City street over the ROW (Public Works’ recommendation), meaning a 24 foot wide paved surface, with curb and sidewalk on one side. At the end of the ROW the applicant could then revert to the less costly private road design.

d. Convey the roughly 6,000 s.f. ROW to the applicant at an agreed upon cost. Fay, Spofford and Thorndike provided a cost comparison between City street and private road: “If you are including all underground utility cost as part of the road construction cost, then public road (24’ wide) with curb and sidewalk on one side is between $425 to $475\text{l.f.}$ depending on curb type (i.e. slip form concrete curb less than granite curb).

For a similar private road with underground utilities (i.e. narrower road, no curb, no sidewalk) then the cost is about $210\text{l.f.}.”

No appraisal of the ROW has been done, but we have asked the City Assessor whether he could suggest an approximate value if in fact the Council wants to consider selling the ROW.

Councilor Smith moved, Councilor Precourt seconded “Be it Ordered that the City Council authorize the City Attorney to draft an easement granting a right-of-way easement and further giving the right to Applicant John Provost, to improve the right-of-way owned by the City of Saco located off Bruno Circle, to Public Road Standards.”

Mayor Pilon asked that Deputy Mayor Leslie Smith take over because he had a conflict of interest as he is the Real Estate Broker representing the seller of the property. He then stepped down and left the auditorium.

AMENDMENT – Councilor Precourt moved, Councilor Roche seconded that there would be access to future lot development off of that public access for future land developers in there. The motion passed with five (5) yeas and one (1) abstention due to a conflict of interest – Councilor Cote.

Deputy Mayor Smith called for a vote on the main motion. The motion passed with five (5) yeas and one (1) abstention due to a conflict – Councilor Cote.
Mayor Pilon returned to the podium.

**B. CITIZEN INPUT OF CITY ADMINISTRATOR PROFILE – (PUBLIC HEARING – CONTINUATION FROM PAGE #3 – ITEM #B)**

Councilor Cote noted that on Agenda Item #B (Page #3) a Public Hearing was not conducted.

Councilor Roche called a point of order to inquire the difference between a public meeting and public hearing. City Administrator Rick Michaud stated that his impression from previous Council discussions is that the intention here was to hold a public hearing. The wording “public meeting” was not a good choice of term and that the intent was a “public hearing”.

Councilor Smith moved, Councilor Precourt seconded “Be it Ordered that the City Council open the Public Hearing on Citizen Input on City Administrator Profile.” The motion passed with unanimous consent.

Craig Pendleton, Executive Director of the Biddeford Saco Chamber of Commerce and Resident of Saco – Mr. Pendleton noted that his comments were mostly personal. His career from personal experience was that when he began to think about moving on, it really was time to move on. Once that idea is in your head it takes up space that you need in order to do a good job. I believe that Biddeford Saco is poised for economic prosperity. Every indication is that people are looking to our area as a desirable place to live or work and start a business. But taxes rising and flood insurance a major expense, the erosion problem and other issues down around the shoreline are causing fear and uncertainty for us. I think the city needs to think about a major strategic plan on what we are going to do down there. I know that some actions have been taken. It is unfortunate that my family has lived there for three generations now and the fourth generation cannot afford to live there. I think this is something that we really need to look at. Many of the older people in that area who have lived there all their lives and made a living from the ocean or are social security and retirement just can’t afford to live there. I took the time to fill out the survey that you had and we also sent it out to all of our Saco members. It is unfortunate that more people didn’t take the time to respond because I think this is a good opportunity to weigh in. I think going down through this list of criteria there are other things that could be added. But, one of the things that I think needs to have some serious consideration is style of leadership. Rick has done a great job. In my short experience I find that he is a quiet leader he is no out there dynamic running up and down Main Street all the time, and that is fine. He has done a wonderful job. I think at this time, I know within the Chamber we have talked about maybe there should be a Communications Director where we are really looking at promoting the area. I’ve told this story when I was first hired and made the poor choice of words to my board, I thought that it was interesting to me that we didn’t consider Biddeford Saco as a destination. I think many of the Chamber Board members thought that we were just that pass through town to go down to Old Orchard Beach, or maybe be stopped off for a burger before we went to Portland. That really is changing, while we do not have hotels and high risers along the ocean, we do have thousands of cottages, apartments and places to live, so I do believe that is changing. I think the style of leadership needs to be more of someone that is out there being that cheerleader like with us at the Chamber. Technology again is a big issue. There was a big announcement today up in the Rockland area that they are getting the 1 gig internet. Today if you don’t have access to good internet the people just won’t come. I like the skilled communicator and I like the build alliances and I think we could do more of that. It is unfortunate that the Chamber and the city had some tough times. But, I do believe that things are better now and I hope that we can continue to work together. The other thing I mentioned “strategic planning” is critical and it is something that should be a strategic plan to unite the cities. We tend to look at ourselves as one dynamic over here on this side of the river and another dynamic on the other side of the river and I’m sure that with a strategic plan, we could be finding ways of further working together and looking at revenue sharing and things like that. I want to compliment Rick. He has been very good as far as discussions with me and I would like to see us embrace someone who has a different kind of vision for the City of Saco. I do hear that there are fears that what are we going to do here in Saco, or what’s the next game plan in Saco and unfortunately I don’t have the answer. It would be nice to not respond for the city but to respond with the city.

Councilor Brunswick moved, Councilor Smith seconded to close the Public Hearing. The motion passed with seven (7) yeas.
D. VOLUNTEER OBSERVATION AND SUPPORT TO FIRE AND RESCUE

On December 13, 2013 in Biddeford, Mayors Pilon and Casavant of Saco and Biddeford respectively, convened a meeting of the two fire chiefs, Chief Warren of Biddeford and Chief Duross of Saco along with Chris Griffith, Chairman of the Biddeford Regional Airport Coalition to discuss improving public safety through the use of aerial observation and support from the Biddeford Regional Airport Coalition. The charge was to prepare a plan for operations and resources to improve public safety through the use of aerial observation and support.

The group reconvened on January 24, 2014 and again on May 2, 2014 to finalize the agreement attached to this document.

Using templates from the York County Emergency Management Agency to draft an agreement between public and private agencies, the attached agreement has been reviewed by the City Attorney and accepted by the Biddeford Regional Airport Coalition and a similar document has been approved by the Biddeford City Council.

Councilor Brunswick moved, Councilor Precourt seconded “Be it Ordered that the City Council accept the document titled, ‘Aerial Observation and Locating Support Agreement’, and further move to authorize the City Administrator to sign said Agreement.” Further move to approve the order.

Councilor Cote moved, Councilor Johnston seconded to strike the following language in the last sentence of #4 of the Agreement: “Control of missions shall thereafter reside solely with BRAC once airborne although”. The motion passed with seven (7) yeas.

Mayor Pilon called for a vote on the main motion. The motion passed with seven (7) yeas.

AERIAL SUPPORT AGREEMENT

Now Come the Parties, the Biddeford Regional Airport Coalition (“BRAC”) a Maine not for profit corporation with a principal address at 88 Landry Street, Biddeford and the City of Saco, a Municipal Corporation with a principal address at 300 Main Street, Saco, Maine who state as follows:

WHEREAS, City of Saco Fire and Rescue personnel are limited by number and hours; and

WHEREAS, some rescue calls received by the City of Saco could be expedited and service enhanced if additional observation through aerial/airborne means were accessible; and

WHEREAS, BRAC is composed of volunteer pilots who would like to assist the City of Saco from time to time when and on those occasions that aerial/airborne observation and location would be helpful;

NOW THEREFORE, the Parties agree as follows:

1. **Scope.** BRAC agrees to provide, as may be available, pilots and their airplanes who will provide volunteer support to Saco Fire & Rescue personnel upon the terms and conditions below. The Parties intend that BRAC volunteers will provide aerial observation and support to City of Saco Fire & Rescue personnel including searches of the coastal waters.

2. **Fees.** The Parties agree that there will be no fees, wages, income or other benefits or compensation for this work. It is volunteer only, and neither BRAC nor any member of BRAC is ever obligated or required to render assistance to the City of Saco.

3. **Term.** The initial term of this Agreement shall end on June 30, 2015. The Parties may extend the Agreement but extension by the City will require additional City Council consent and approval before it shall be effective.
E. AMEND THE FEE SCHEDULE – (PUBLIC HEARING)

The City Council establishes and approves all fees and charges required by ordinances or policies of the City for permits, licenses, approvals and applications as well as fees and charges collected by the City authorized by state law or require the city to set the amounts of such fees and charges.

The Council may establish any new fees or charges that the Council deems necessary or appropriate to defray the cost of operating programs, delivering services or administering any ordinances or policies. Those fees shall be included in the fee schedule and updated on an as needed basis.

Based on Council workshop on July 14, 2014, the City will implement the hourly parking and parking permits at the parking lots located at the intersection of Bayview and Seaside Avenue (Bayview North Lot and Bayview South Lot). Permit parking only area is created for currently, the Chapter 118 fee schedule has only been used for the Camp Ellis parking lot. The Bayview North Lot and the Bayview South Lot will need to be added to the fee schedule prior to implementing a pay system for these lots.

There is no change to the Fees, as the same hourly rate and permit rates used for the Camp Ellis Lot will be utilized in the Bayview Lots. The heading will go from Chapter 118, Harbor and Waterfront to Chapter 118, Harbor, Waterfront, and Bayview Parking Lots.

Councilor Roche moved, Councilor Johnston seconded “Be it ordered that the City Council approve implementation of Chapter 118 hourly rate and permit parking to be used for the Bayview North Lot and Bayview South Lot. Parking in Bayview extension lot is Resident Parking Permit only.” The motion passed with unanimous consent.
Councilor Cote stated that he was probably a minority, but allot of other beaches in York County do require permits etc. and he doesn’t like that. You have to pay for damages to lots and enforcement. People for years have been going to Bayview to use the beach and there aren’t many other places in Maine where you can go see things and you are not charged for parking. For example, Back Bay in Portland has a large parking lot where you can walk around Back Bay, Mt. Agamenticus in York is another where you don’t get charged to park there in order to look at the view of the ocean, Bald Mountain in Camden, Kennebunkport Beach doesn’t charge for parking and also East Point in Biddeford Pool. I think this is an attraction for the city. People come here that know the beach and this is what attracts people to Saco and they go out to eat etc. I don’t feel this fee is how to attract tourists to the community by making a couple of bucks off the parking.

Councilor Brunswick noted that the city got an e-mail from a resident out on the Boom Road who was in support of this precisely because they could get a pass and go to the resident parking area and know that they could probably get a spot. Whereas it is usually full of people taking advantage of parking for free, who probably don’t even live in the area. The resident felt very supportive of this and I would agree with her. Councilor Cote noted that he had explained to her that even though she has a parking pass it didn’t mean that she had a reserved parking space, which she didn’t understand. Councilor Brunswick felt the resident did understand this.

City Administrator Rick Michaud asked Public Works Director Patrick Fox if the Council chose to move forward on this, how long would it take to install the appropriate signage and meters? Mr. Fox said the lead time on ordering the parking meters and having them programmed and the display set up to say “City of Saco and List of Rates” would be a couple of months for the bid process and then roughly 8-12 weeks for delivery of the meters. It is something that we would want to put in place in the Fall and have it implemented next May or June.

Councilor Roche inquired about the sentence in the background that says “Permit parking only area is created for currently”. The sentence just ends, what is the rest of the wording? The motion to approve says the Bayview Extension lot is resident parking permit parking only. What are we calling the Bayview Extension lot? Public Works Director Patrick Fox stated the Bayview Extension lot would be meant to be the Bayview Road portion beyond Seaside Avenue, across from the bathrooms. There are probably 8-10 parking spots on one side of the road. Councilor Roche said that means no meters there, that is permit only. Mr. Fox stated” no”, that if that were meter parking, they would have to cross Seaside Avenue to pay a meter and go back, so in the interest of not having that happen, that could just be residential only. Councilor Roche noted that the North and South lot were the two dirt lots on either side. Are there 2 meters for each lot, so that you are not crossing Bayview either? Mr. Fox noted that there would be 1 meter for each lot so there would be no crossing of the road necessary. Councilor Roche asked that for the Council, can you remind us what the feature of Camp Ellis is right now? How is it enforced, what is the cost to enforce, in general, “How is it going out there?” Mr. Fox stated that this is the second year where the Police Department has been involved in enforcement versus having a parking lot attendant. There were fears about level on compliance with less enforcement. I think we found that the Police Dept.(not to speak for the Police Chief, but we have spoken about it many times) having a presence gets you to a 80-100% compliance rate. Si it has just been Police Patrol when they can. At some point with three active parking lots and meters some additional enforcement may be needed and we will visit that once the system is implemented.

Councilor Precourt asked if there were any handicapped lots in the Bayview Extension or is it all residential parking? Public Works Director Patrick Fox noted that there were a couple wider spaces down at the end by the walkway that are handicap accessible. Councilor Precourt asked if that would be open to non-residents as well as residents or is it residents only? Mr. Fox said he didn’t want to try to quote the regulation, but there are special regulations with how you can manage who can park in a handicap space that I do believe goes beyond residential. This actually came up at the Camp Ellis parking lot, where anyone with a handicap placard would have access to that spot.

Councilor Johnston noted that the public hearing was opened and the Council started having a discussion and he was interested in knowing if anyone in the public had comments on this item.
George Austin, 29 Glenhaven Circle – Mr. Austin was curious if there are any preliminary swags around what the city it might get for revenue for the year for this? Public Works Director Patrick Fox noted that based on 28 spaces in the North lot and 26 spaces in the South lot with an hourly rate. So it is in area of $25,000 for a low end projection in revenue to $48,000 on the high end. This is based on 80-100% occupancy and two turn-over of cars per day. These would be pay and display meters which is the same process as Camp Ellis and most of the downtown area in Portland now. The cost of the meters should be around $13,000 each which was the cost a few years back when we implemented the Camp Ellis ones. Mr. Austin asked if there were any bars set for whether this was a success or not a success or whether there is any plan on how to evaluate on when year one is done, based on whether we decide to go forward or not? Councilor Roche noted that this began with a major proposal of $700,000-$800,000 of revenue to put meters on every space on every part of the beach and I treat this as more of let’s do a trial. We can meters for roughly $25,000-$30,000 total and not pave the parking lot and see how it goes. We have already done a trial in Camp Ellis, and personally as the Ward 4 Councilor, I have heard no complaints from residents and I love it as a user out there and look forward to the same avenue at Bayview. Right now the lots are all full and the people could be there all day long, these meters will help with rotation to give a person from say Boom Road a chance to park as well. So I view this as a trial and the worst case scenario would be that this goes terrible and we spent $30,000 on 2 meters that we may be able to place elsewhere in the city. Mayor Pilon noted that not paving the parking lot to be a experiment because people will be using up more space that they don’t necessarily need and you may have some people with trailers going in there that will obviously take up space. So not paving versus paving where you have the spaces that are identified. We will try it with not paving and if that is not working and we are not maximizing the space, then I think the next step would be to pave it and line it.

John Harkins, Christopher Terrace – Mr. Harkins stated that right now we have the two gravel lots and if you visited that area you would probably notice that parking is rather haphazard. They park on the sides as well as down the middle and it is very confusing. There is a company and the City of Biddeford is looking into it which would provide free meters, and there would be a cost sharing. I would rather see the town spend the money to pave the lot and define the parking stalls and take advantage of the cost sharing arrangement saving the taxpayer some money and provide a decent facility rather than a gravel lot.

Councilor Smith asked Public Works Director Patrick Fox if there was a ballpark figure on what this would generate for revenue in a year based on current utilization. Mr. Fox noted that the biggest variable would be on how many cars would be there. He went down there on a Wednesday at noon time and there were 54 cars in the parking lot. So the question would be, how many are Saco residents and we don’t really know. It should produce $25,000-$48,000 in revenue a year. Councilor Smith inquired as to the cost of paving the lot. Mr. Fox stated paving improvements were about $25,000 and the striping and labor would be part of the in-house budget.

Councilor Brunswick moved, Councilor Precourt seconded to close the Public Hearing. The motion passed with six (6) yeas and one (1) nay – Councilor Cote.

PROPOSED CHANGES IN FEE SCHEDULE – August 11, 2014

<table>
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<tr>
<th>Chapter 118, Harbor, and Waterfront, and Bayview Parking Lots</th>
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<td>Pier Use</td>
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<tr>
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<tr>
<td>Resident &amp; Non-Resident Mooring Application Fee (Clerk’s Office)</td>
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VI. CONSET AGENDA:

Note: Item #D – Contract Zone Amendment: Horton Meadows – (First Reading) was pulled from the agenda this evening. It will be reviewed at a later date.

Councilor Cote moved, Councilor Roche seconded to approve consent agenda items #A, B, C, E, F and G as follows:

A. Be it Ordered that the City Council approve the minutes for July 14, 2014; July 28, 2014 and August 4, 2014. Further move to approve the Order;

B. Be it Ordered that the City Council confirm the Mayor’s reappointments of James Katz and Robert Steeves as full members of the Saco Coastal Waters Commission, with term ending on August 10, 2017. Further move to approve the Order;

C. Be it Ordered that the City Council authorize the document titled “Commercial Lease Agreement by and between the City of Saco and October and David Labbe, and Winter Harbor Children’s House, Inc.”, for a term of 2 years. Further move to approve the Order;

E. The City Council hereby ordains and approves the First Reading of the document titled, ‘Contract Zone Agreement by and between L&M Properties, Inc., and the City of Saco, Maine, Wireless Telecommunication Tower and Facilities, May 27, 2014’, and further move to schedule the Public Hearing for Tuesday September 2, 2014;

F. Be it Ordered that the City Council grant the application for a License to Operate Games of Chance as follows: Meat Shoot for August 24th, Nov 23rd and Dec 21, 2014 as submitted by the Fraternal Order of Eagles #3792. Further move to approve the Order;

G. Be it Ordered that the City Council does hereby approve with reference to York County Superior Court Docket #CR-14-735--Criminal Forfeiture, of the transfer of assets to the City of Saco, pursuant to 15 M.R.S. §5824(3) and/or §5826(6). Further move to approve the order.

The motion passed with seven (7) yeas.

B. CONFIRM THE MAYOR’S REAPPOINTMENTS OF JIM KATZ AND BOB STEEVES 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 Jim Katz, Chair of 3 Abby Lane and Bob Steeves of 165 Ferry Road to serve on the Coastal Waters Commission for a three year term each.
C. COMMERCIAL LEASE OF COMMUNITY CENTER ROOM FOR PRESCHOOL PROGRAM

In 2013 The Parks & Recreation Department was approached by David & October Labbe; owner operators of the Winter Harbor Children’s House, to relocate their current preschool in Biddeford Pool to the Saco Community Center. This was always a program area that we have wanted to venture into but the hurdles of becoming a licensed day care with licensed staff have proved difficult to overcome. This opportunity worked out very well over the last year and we are recommending extending the lease.

Over the last year this opportunity allowed for us to receive a new revenue stream while at the same time provide us the option to run companion programming. The preschool operates from 8:30am – 2:30pm Monday - Friday. From 2:30pm – 5:30 we offer participants extended care through our current After School program. The preschool also served as a gateway for introducing new families with young children to the diverse programs we have to offer.

The lease proposal is for a term of 2 years between the months of September – May for meeting room 104 on the first floor of the Community Center.

COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into this day of August 2014, is by and between the City of Saco, a municipal corporation, having a principle place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and October and David Labbe of 17 Richards Way Saco, ME 04072 in their individual capacity (hereinafter “Guarantors”), and Winter Harbor Children’s House, Inc, a Maine Corporation, (hereinafter referred to as “Tenant”). This Lease shall constitute the entire agreement between the City and the Tenant regarding the parties’ rights and obligations pertaining to the Saco Community Center (“The Community Center” or the “Premises”) at 75 Franklin Street, Saco, Maine.

WITNESSETH:

1. PREMISES. The City owns a Community Center at 75 Franklin Street, Saco, Maine, which space houses the City’s Parks & Recreation offices and from which it operates numerous program activities and special events, all in accordance with the Parks & Recreation Facility Use and Reservation Policy. A portion of the interior of the Community Center is hereby leased to and for the use of Tenant (“the Leased Premises”), said area identified as set forth below:

   a. A description and floor plan of the Leased Premises is affixed hereto as Tab 1. The Tenant leases one meeting room on the first floor designated as Room 104. The Leased Area does not include any other portions inside the building or the outside grounds.

   b. This Lease does not include any separate bathroom facilities, but Tenant and Tenant’s invitees may otherwise avail themselves of the public restrooms within the Community Center.

   c. This Lease does not include any separate recreational facilities; however, Tenant and its invitees may use the outdoor facilities daily as long as such use does not conflict with the City’s use. The City shall always have priority of use as to any space at the Premises except as otherwise set forth herein.

   d. ELECTION DAYS AND EMERGENCY EVENTS:

      i. For any election day, the Tenant may open and operate inside premises; however, the City cannot assure parking spaces will be available for any employee, agent or invitee of the Tenant.

      ii. In the event of a local, state, or national emergency, City reserves the right, in its sole and exclusive judgment, to limit Tenant’s access and use of the premises for as long as needs dictate. The City will abate Tenant’s rent for that period of time Tenant is displaced by said emergency.

2. TERM. The Tenant shall have and hold the Leased Premises, unless sooner terminated, for two terms of nine (9) months each, which terms commence on September 1, 2014 and shall run until May 31, 2015 and commence on September 1, 2015 and shall run until May 31, 2016, with an option to extend into the month of June on a weekly prorated basis. The tenant shall have up to 7 days prior to September 1st and 7 days after May 31st for setup/cleanup.
3. RENT. The annual rent is $7,200 per year, divided into nine (9) equal monthly payments of $800.00. Said rent shall be payable on the first day of each month. Payments made more than fourteen (14) days after the due date are subject to a $40.00 late fee, and interest accruing at twelve (12) percent interest. A security deposit of 2 months’ rent is due at signing, and will be returned within 7 days of termination of the Lease provided the Leased Premises is returned broom clean, reasonable wear and tear accepted.

4. STAFFING OF COMMUNITY CENTER. The City shall be responsible for staffing the Community Center and all other space exclusive of the Leased Premises during its operating hours. The Tenant shall be responsible for staffing the Leased Premises, and at no time shall there be less than one adult at the Premises any time it is open and in operation.

5. HOURS OF OPERATION. The preschool will operate Mondays - Fridays from 8:30 am to 2:30 pm and will follow the RSU #23 School Calendar, or the Saco MSAU School Calendar should the City ever separate from RSU 23. Any deviation of these hours must be approved in writing by the City at least 48 hours in advance. Tenant shall be provided two (2) keys to Room 104 (the Leased Premises) and one (1) exterior front door key. Tenant covenants not to re-produce or otherwise copy or distribute any keys to its premises to any third party without City consent and pre-approval.

6. SACO PARKS & RECREATION USE OF LEASED PREMISES. Saco Parks & Recreation has the right to use the Leased Premises to run companion programming when the preschool is not in session as well as scheduled and unscheduled school days off.

7. COMMON AREA CLEANING AND SUPPLIES. The City shall be responsible for all care, upkeep, and cleaning of the Community Center, including the Leased Space. The City shall provide supplies for the public restrooms and common areas at the Community Center including but not limited to toilet paper, paper towels and hand soap. The City shall not, however, provide at the Community Center, or to Tenant or the Leased Premises, with diapers, wipes, and facilities for the disposal of diapers.

8. UTILITIES. The City will pay all heat, water, electric, air conditioning and sewer fees related to the entire Community Center, including the Leased Space. The Tenant, however, will pay for all of its own set-up, service, usage fees, and/or costs for telephone, cable and internet services or lines that it uses on site.

9. TRASH AND RECYCLING. The Tenant shall participate in the City’s recycling and waste reduction programs, as they are amended from time to time. The City shall provide the Tenant, at no cost, recycling carts for the handling and disposal of all its materials, waste and recyclables. The City shall collect and dispose of the Tenant’s waste and recycling materials for so long as the Tenant participates in the City’s recycling programs.

10. PARKING. The City shall maintain all parking spaces associated with Community Center. The Tenant shall have all of its employee’s park in the employee parking lot on the southerly side of the Community Center (opposite side from the main entrance). All parking shall be public, on a first come, first serve basis.

11. PERMITTED USES.

a. The Tenant shall use the Leased Premises solely for the purpose of operating a Montessori Multiage Preschool Program. It may not use the Leased Premises for any other purpose without the written consent of the City. No trade or occupation shall be conducted in the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law, regulation, or any municipal by-law or ordinance.
b. It shall be Tenant’s responsibility to assure that any use conducted within the Leased Premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes (“City Codes”). The failure of the Tenant to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

c. In no event or circumstances shall the Tenant bring onto the Leased Premises, or store within it any toxic, explosive, special or hazardous materials or waste, nor in any manner or form violate Maine’s Hazardous Waste Acts (38 MRSA, Sections 1301, et. seq. and 1351 et seq.); and the following Federal Acts: Comprehensive Environmental Response, Compensation and Liability Act of 1990 (“CERCLA”) as Amended; and 42 U.S.C. 6921, et seq. (“Solid Waste Disposal Act”), as Amended.

d. In no event shall the Tenant, or any employee or agent of the Tenant, interfere with the routine and customary operations of the Saco Parks & Recreation Department, its personnel, or of the City and its personnel, agents and contractors.

12. QUIET ENJOYMENT. The Tenant shall peacefully and quietly enjoy the Leased Premises for the intended purposes without disturbance of the City. A reciprocal duty is owed by the Tenant to all others. It shall be a breach of this Lease for Tenant or any employee, agent or guest of the Tenant to cause disturbance, or to threaten, intimidate or interfere with any other tenants or guests at the premises, or the City.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

(a) The Tenant agrees to keep the entire interior of the Leased Premises in a reasonably neat, clean and sanitary condition.

(b) The City of Saco agrees to undertake all maintenance and repair responsibilities for the interior and exterior of the Community Center, including the Leased Premises, except in those cases where the repair and/or damage is caused in whole or part by the fault, neglect or negligence of the Tenant. The City shall be responsible for all salting, sanding, plowing and winter care of the facility.

(c) The Tenant shall make no alterations in, or additions or improvements to the Leased Premises, without first obtaining the City’s written consent, to such alterations and improvements.

(d) Any alterations or additions authorized by the City to the Leased Premises shall be performed with reasonable care, and in a workmanlike manner, and shall be at Tenant’s cost unless otherwise agreed in writing.

14. INSURANCE AND INDEMNIFICATION.

(a) The Tenant shall defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities, judgments, costs, fees, and fines (hereinafter “Claims”) which claims arise from, or relate in any way to, Tenant’s lease of, use, and/or occupancy of the Leased Premises, the Parties expressly intending that this obligation to defend and indemnify be read as broadly as possible.

(b) The Tenant shall provide and maintain, at all times this Lease is in effect, comprehensive general liability insurance, which policy shall name the City of Saco as an additional insured covering the Leased Premises alone. The Tenant shall have no duty to insure other non-leased portions of the Premises. Such insurance shall provide a minimum of $1,000,000.00 for single claims and not less than an aggregate of $2,000,000.00 of coverage per year. This insurance shall always be Primary as regards to the availability
of any other coverage(s), and must not contain any deductibles or self-insurance retention provisions to limit the indemnity provided herein. Proof of such coverage shall be due at the execution of this Lease and upon each yearly anniversary thereafter.

15. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Community Center and/or Leased Premises shall be damaged by fire or other casualty so as to render the same untenanted in whole or in part for a period of time lasting longer than 7 days, a just abatement of rent shall be made until the same shall be repaired by the City, and made ready for re-occupancy by the Tenant. The City shall notice the Tenant within 30 days of the incident of its decision to either repair/replace the premise improvements, or, to not repair and to terminate the Lease. If the City opts to replace or repair the premise improvements, it shall commence such repairs in good faith, and not later than 60 days after delivery of notice, absent special circumstances or reasonable cause. In such case, it shall consult with the Tenant periodically to update them as to the status/progress of any and all repairs.

16. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign or encumber this Lease, nor sublet the Leased Premises, or any part thereof, to be used by others.

17. DEFAULT

a. The following events shall be deemed to be events of default by the Tenant under this Lease:

i. Tenant shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days; or
ii. Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within twenty (20) days after written notice specifying the nature of such default; or
iii. Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or
iv. Tenant shall become insolvent, admit in writing its inability to pay its rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.

18. REMEDIES UPON DEFAULT: In the event of a default, the City and the Tenant shall each have all remedies available to them under law and equity, provided that either party has given the defaulting party reasonable opportunity to cure the default.

19. ACCESS. The City and its Administrator, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the City elects to undertake, or such other purposes as it deems necessary.

20. NOTICES. Any notice or communication relating to this Lease shall be deemed duly given if in writing and sent by certified mail, postage addressed as follows:

To Tenant: Winter Harbor Children’s House, Inc
D/B/A Saco Bay Montessori School
75 Franklin Street Saco, ME 04072

To Guarantors: October and David Labbe
17 Richards Way
Saco, ME 04072

To Landlord: City of Saco
C/o City Administrator
300 Main Street
Saco, Maine 04072
21. PARTIAL PAYMENT/NO WAIVER OF RIGHTS. The acceptance of a check or cash by the City for a lesser amount than the full rent with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect. The City may accept such funds without prejudice to any other rights or remedies which it may have against the Tenant.

22. RECORDING. The Parties agree that this Lease or a memorandum thereof may be recorded.

23. SURRENDER. The Tenant shall at the expiration of this Lease remove all of its goods and effects from the premises within seven (7) business days. The Tenant shall deliver to the City all keys, locks thereto; and other fixtures which the City does not request the Tenant to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear excepted.

24. SUBORDINATION. The Tenant agrees this Lease and its Tenancy shall be subordinate to any Mortgage or Deed of Trust now on the property, and/or any time in the future. The Tenant agrees to execute, at request of any lender, such documents as may be reasonably necessary to effectuate the subordination of this Lease Agreement.

25. EXTERIOR SIGNAGE. The Tenant shall not install any exterior signage.

26. INTERIOR SIGNAGE. The Tenant may install a temporary interior sign within the premises for the purpose of directing its patrons to its location but any such signage shall be installed in cooperation, and with the final approval of, the City as to size and location.

27. NO SMOKING POLICY. The Tenant, employees, agents and guests are prohibited from smoking in any part of the building or grounds.

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

29. GUARANTY: October Labbe and David Labbe, knowingly and intentionally, both jointly and severally, unconditionally guarantee and warrant the full performance of all the terms and conditions of this Lease by Winter Harbor Children’s House, Inc., including payment of all rents, regardless of the performance or non-performance of Winter Harbor Children’s House, Inc., it being their intention to assure the City of performance of all obligations without necessity or condition that the City call first upon Winter Harbor Children’s House, Inc., and with or without default of Winter Harbor.

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

WINTER HARBOR CHILDREN’S HOUSE, INC:       CITY OF SACO:

______________________________    ________________________________
Signature, President                     Richard Michaud, City Administrator

______________________________
October Labbe, Guarantor

______________________________
David Labbe, Guarantor

E. CONTRACT ZONE – WIRELESS TELECOMMUNICATIONS TOWER – 644 MAIN STREET – (FIRST READING)

Applicant L&M Properties, Inc., proposes to erect a 130 foot tower on a 100’X100’ portion of the property at 644 Main Street. Wireless Telecommunication Facilities are not an allowed use in the B-2b zone. The applicant
hopes to lease space on the tower to ATT, which has identified this location due to its desire to address a hole in its existing service area. A contract zone is the only option that would allow a cell tower to be built and operated in this location. There is precedent for cell towers being allowed via contract zoning; existing towers off Industrial Park Road, Rte. One and Flag Pond Road were approved as contract zones.

This item was reviewed by the Planning Board on May 27, 2014. The Board arrived at a positive finding on each of the four standards found in Sec. 1403-6, and voted to forward a positive recommendation to the Council pending the receipt of data as to how the tower is designed to fall in the event of a collapse, so as to verify that there is no threat to the existing two-family dwelling on the property.

Contract Zone Agreement by and between
L&M Properties, Inc., and the City of Saco, Maine

Wireless Telecommunication Tower and Facilities
May 27, 2014

THE CITY OF SACO, MAINE HEREBY ORDAINS:

1. That the zoning ordinance of the City of Saco, Maine, dated January 2, 1985 as amended through May 12, 2014 is hereby amended by adopting the proposed change in use as further described in the following contract between the City of Saco, and L & M Properties, Inc.

This contract amends the Saco Zoning Ordinance to permit the construction of a 130 foot Wireless Telecommunication Facility on a parcel abutting 644 Main Street, identified as Tax Map 42, Lot 9-1, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

1. L&M Properties, Inc., (the Applicant) and/or its affiliates, proposes to construct a single Wireless Telecommunication Facility in the form of a monopole tower one hundred and thirty (130) feet high on a parcel identified as Tax Map 42, Lot 9-1 (Subject Property), abutting the parcel at 644 Main Street.

2. The Subject Property has an area of 3.37 acres and is regarded by the City as a Lot of Record, having existed in its current ownership since March 2001.

3. The Subject Property is located in the Highway Business B2-B District.

4. The Subject Property is a vacant lot of record owned by the applicant.

5. The abutting parcel, Tax Map 42, Lot 10, is owned by the same owner under a different entity name, Leon Foster, which will be encumbered by an access and utility easement as well as a restriction from development easement as determined by 105% of the Tower height or 136.5 Feet as created from the proposed tower centerline.

6. The City of Saco does not prohibit more than one principal commercial or business use from co-existing on a single conforming lot of record.

7. Wireless Telecommunication Facilities are defined by the Saco Zoning Ordinance, and recognized as a conditional use in certain districts. Said Facilities are not an allowed use in the B2-B District.

8. Due to the ownership of the parcel, and its location along US Route 1 and Interstate I-195 corridor, and that there is an apparent lack of reception and coverage for receiving data via wireless devices, the Applicant believes that the proposed site is an ideal location for a Wireless Facility.

9. The Applicant hereby requests that the City of Saco establish a Contract Zone specifically and exclusively for the Subject Property in order to allow the installation, and operation of a Wireless Telecommunication Facility.
II. This Contract amends the Saco Zoning Ordinance as follows:

1. A single Wireless Telecommunication Facility, specifically a one hundred thirty (130) foot monopole tower and supporting infrastructure, including a prefabricated support structure for housing the electronic and/or mechanical instrumentation, and a backup generator at the tower’s base situated within a fenced enclosure as shown on a site plan submitted by the applicant, shall be regarded as an allowed use on the Subject Property.

2. The proposed tower location is approximately fifty (50) feet from a property line separating the Subject Property from an abutting property owned by Leon Foster, President of L&M Properties, Inc. In that Mr. Foster controls each property upon which, a) the tower would be sited, and/or, b) upon which a portion of the “falldown zone” will exist, the requirement found in Section 728.E.2 of the Zoning Ordinance that setbacks be complied with is waived. An easement shall be granted by Leon Foster to L&M Properties, Inc., which may exceed 30% of the overall height of the tower, in order to create a permanent “falldown zone” of 105% of the height of the tower as measured from its base.

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

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

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

3. All details as shown on the final plan approved by the Planning Board are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans. Minor changes may be approved by the staff of the City of Saco. Any changes determined by the staff to be “major” shall constitute a change to the contract, and then the developer shall also be required to obtain City Council approval for the changes.

4. This Contract Zone Agreement affects the parcel of land identified as Tax Map 42, lot 9-1 on the City of Saco Tax Maps. Recognition is given that the abutting parcel, identified as Tax Map 42, Lot 10, will be subject to an easement pertaining to access and a “falldown zone,” which will be a necessary component for the project.

5. This contract and its provisions shall apply exclusively to the contract zone request submitted by L&M Properties, Inc.

6. This Document and the Contract Zone it creates shall not be transferable prior to development as proposed by the Applicant.

7. Failure of the Applicant to secure site plan approval from the Planning Board, and any and all permits or approvals that may be required by the City, or other regulatory agencies including but not limited to the Federal Aviation Administration and/or Federal Communications Commission within one year of the approval of this Contract by the City of Saco Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the Applicant, this one year deadline may be extended by one year upon written request by the Applicant.

8. Breach of these conditions and restrictions by the developer shall constitute a breach of the Contract. Said breach of the Contract shall constitute a zoning violation subject to enforcement by the City of Saco.

9. The Applicant shall provide the City of Saco with a co-location position on the proposed tower, at no charge, along with space in the support structure or area within the fenced enclosure also at no charge.

10. The Applicant shall provide a signed statement obligating the owner of the Facility and its successors and assigns to:

   a. Respond in a timely, comprehensive manner to any request for information from a potential co-location applicant, in exchange for a
reasonable fee not in excess of the actual cost of preparing a response;

b. Negotiate in good faith for shared use of the facility by the third parties, thereby agreeing not limit the number of wireless carriers utilizing the Facility to less than the carrying capacity of the Facility;

c. Allow shared use of the facility if any applicant agrees in writing to pay reasonable charges for co-location;

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

IV. By Vote of the Saco Planning Board on May 27, 2014 and the City of Saco Council on ______ ___, 2014, the following findings are hereby adopted:

A. Map 42, lot 9-1 possesses an unusual nature and location for the following reasons:

1. The Property in question is owned by the applicant, and is adjacent to US Route 1, and I-195 corridor. The Telecommunications industry typically seeks Wireless Telecommunications Facilities along transportation corridors, such as the Maine Turnpike and US Route 1, or areas demanding high volumes of wireless data, or internet access, such as downtown areas, Business and Commercial Districts, or such as the Northern Route 1 Business District and the edge of the Downtowns Saco District. Subject Property is well situated for the proposed use.

2. The Subject Property is unique in its location from its abutters. Abutters and/or nearby properties include the Eastern Trail, Sweetser Home, and the owner’s adjacent lot of residential rentals, and business buildings. The site also abuts residential uses and properties on Moody Street, but will be well buffered from their view.

3. The parcel is burdened with a tributary of the Goosefare Brook, which traverses the middle of the parcel making the parcel rear unlikely for development given the terrain and wetlands necessary to cross, and for that reason is limited in possible uses.

B. The proposed rezoning is consistent with the City of Saco Comprehensive Plan, based on the following Chapter 6 Land Use Policy and Goals:

- To increase the commercial tax base of the City.

- To strengthen Saco’s role as a service center for the region, including the industrial, commercial, office, health and medical, tourism and hospitality, education and retail.

- To assure that new commercial and industrial development occurs in a way that is visually and environmentally sound and protects established residential neighborhoods.

- To maintain the vitality of Downtown Saco and expand its role as a commercial, office, retail, educational and cultural, residential, and service center. To assure that the City’s public facilities are adequate to support residential and non-residential development in any areas where the City desires growth.

- To accommodate the growth of commercial and industrial activities in designated growth areas where public services and facilities are or can be provided.
- The City should also maintain the Route One Corridor from Thornton Academy north to the I-195 Spur as a commercial district recognizing the established pattern of commercial use in this area. The City should continue its efforts in this area to improve visual attractiveness, traffic flow, vehicular access, and pedestrian safety.

The installation of a Wireless Telecommunications Facility at the Subject Parcel adjacent to US Route 1 and I-195 will serve the telecommunication needs for the citizens, business owners and visitors of Saco. The location and proposed use of this site is consistent with the existing zoning for the B2-B Business district. The current zoning will allow for TV and Radio Tower facilities and broadcasting equipment as a conditional use, but not Telecommunications which is a similar use which is actually less intensive and less visually intrusive than wireless uses.

The location of the proposed facility will reduce the immediate need to locate other Wireless telecommunications Facilities between the Downtown and Northern Business Districts. The facility will not produce noise, dirt, light glare, smoke, sewerage, vibration, fumes, odor, or promote danger from fire, and will fit harmoniously in the location and will not be detrimental to the neighborhood nor will impose safety or health risks. It will have minimal visual impact to residences with the provisions of wooded buffers, and will protect those neighbors which are fearful from impacts of business. The installation of the facility will provide a useful transitional buffer and promote privacy between the boundaries of the Residential and Business districts.

The immediate vicinity of the Route 1 and I-195 Corridor will promote excellent coverage adjacent businesses, downtown areas, and customers further improving the desire for citizens, or business owners to utilize these areas for investment. The demand for cellular and wireless data services in such an area is consistent with this heavily travelled and commercially active area. The development will have no further impacts on traffic, or other public services, and will provide space for City emergency broadcasting services if so desired.

C. The proposed use is consistent with but not limited to existing uses and permitted uses allowed conditionally in the B2-B zone. Existing uses include Overhead transmission lines for Central Maine Power, retail businesses, financial institutions, professional offices, hotels and lodging. Permitted uses include Essential services, public utility buildings, Repair services, (as conditional uses Contractors, Light industrial uses, Radio and TV Transmission towers, High Voltage Transmission lines, and Outdoor recreational facilities, etc.

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

Based on the above findings, conditions, and the restrictions listed above the City Council hereby incorporates this Contract Zone agreement into the Saco Zoning Ordinance by reference.

By signing this contract, both parties agree to abide by all the conditions and restrictions contained herein.

Adopted by the Saco City Council on __________, 2014

City of Saco

L & M Properties, Inc.

City Administrator

President
F. APPLICATION FOR GAMES OF CHANCE EAGLES

Fraternal Order of Eagles #3792 has applied for a License to Operate Games of Chance as follows: Meat Shoot for August 24th, Nov 23rd and Dec 21, 2014.

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

G. ASSET FORFEITURE

The Office of the Attorney General requires the legislative body of the municipality involved in any asset forfeiture to publicly vote to approve the acceptance of the assets each and every time the courts make them available for disposal.

This matter, State v. Daniel; C. Thatcher involves the forfeiture of $2,210.00.

VII. RECESS THE MEETING AND CONVENE THE WORKSHOP IN THE CONFERENCE ROOM

Councilor Precourt moved, Councilor Brunswick seconded to recess the meeting and convene the Workshop. The motion passed with unanimous consent. TIME: 8:05 p.m.

VIII. EXECUTIVE SESSION

Mayor Pilon moved with the unanimous consent of the Council “Be it Ordered that the City Council, Pursuant to [M.R.S.A. Chapter 18, Subchapter 1, §405 (6)(A)] move to enter into Executive Session to discuss: Employment of Officials – City Administrator”. TIME: 9:04 p.m.

REPORT FROM EXECUTIVE SESSION

Councilor Smith moved, Councilor Precourt seconded to move from executive session. The motion passed with the unanimous consent of the Council. TIME: 10:30 p.m.

Mayor Pilon conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: David Precourt, Leslie Smith Jr., Bette Brunswick, Kevin Roche, Arthur Tardif, Eric Cote and Nathan Johnston. City Administrator Rick Michaud was also present.

Councilor Smith moved, Councilor Johnston seconded “Be it Ordered that the City Council approve the document titled, ‘City of Saco City Administrator Employment Agreement’ dated August 11, 2014”. Further move to approve the order. The motion passed with five (5) yeas and two (2) nays – Councilors Brunswick and Roche.

IX. ADJOURNMENT

Mayor Pilon adjourned the meeting with the unanimous consent of the Council at 10:33 p.m.

Attest: __________________________
Michele L. Hughes, City Clerk