CALL TO ORDER – On Tuesday, September 2, 2014 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

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.

PLEDGE OF ALLEGIANCE

GENERAL:

AGENDA

A. AUTHORIZE BOND QUESTION – STACKPOLE CREEK BRIDGE – (PUBLIC HEARING)

David Tripp, 346 Buxton Road – Mr. Tripp had been thinking about this for a number of years and I go back a number of years here with this bridge. It brought back a TV series from 35 years ago and this little guy would come out and say “the plane, the plane” and everyone would come running because they knew that you were going to spend money. But here we are hearing “the bridge, the bridge”, and everyone is running the other way because it is going to cost them money. There is absolutely no reason to take and bond $500,000 for this bridge. We don’t need to do it. Ten years ago we raised, $400,000 through taxes to put this bridge in. There was some opposition As to how it was going to be done and it got tabled, but that $400,000 came out of the taxpayers pocket to pay for the bridge and it went in a slush fund know as the undesignated fund balance. That slush fund was soon used for other projects. It sounds nice when people come in here and ask for $50,000 for this, $20,000 for this and $60,000 for that and we don’t have to raise your taxes folks because we are going to take it out of the undesignated fund balance. So the period of $400,000 went poof like the magic dragon. Now we are asking for $1million here tonight and I’m not opposed to the $1 million figure, I feel it is more than reasonable. The State will also take off that $500,000 at 1.6%, I believe that is the number I heard here tonight. It’s great, where are you going to find money like that for a ten year period. Y issue is that we are going to turn around and tax the taxpayers a second time for this bridge. Now if we do that it is going to cost them $1.5 million, because we have already gone after them for $500,000 and we asking them again. I’m saying that this Council needs to step up to the plate and say to the Administrator who we pay a substantial amount of money every year “you need to look and find $500,000 in the current budget and pay for it now out of this budget” and not go back and take and tackle the taxpayers again with another $500,000. Now that may sound like I’m cynical, but we are not talking $1 million, we are talking $1.5 million for this bridge and it isn’t right to expect the taxpayers to do it. You are going to go out and ask them for another $1 million and if you are asking me to take and say you can borrow another $500,000 local and $500,000 from the State, I’m going to vote “no”. Now I will vote yes on the $500,000 that the State is going to loan us because I think that is a fair deal, but I would absolutely vote “no” on the city coming up with another $500,000 and paying $100,000 in interest on it, so now we are at $1.6 million for this bridge and we could have settled this 10 years ago. I understand the opposition and I understand the huge effort that went into trying to restore this bridge and as I understand now, that is not going to happen. So here we are back again, wanting to tackle an issue that should have been resolved back 10 years ago and double dip the tax payer. I don’t think it is fair and I don’t think it is right.

Ronald Zehner, 124 Buxton Rd, Vice-Chair of Saco Citizens for Sensible Taxes – Mr. Zehner stated that we have discussed this earlier and I don’t know if you think that Dave and I are playing good cop bad cop, but I’m glad he broke the ice. I agree with him that we should take the $495,000 from the State because where can you get 1.5%. Dave went a little bit bolder than what I have, but we need $495,000 for the city. Now how I propose is that there is a position known as the Fleet & Facilities Manager at the city garage. It is being advertised as $60,000 -
$70,000. It was brought up and posted before some Councilors that I spoke with even knew it was happening. That shows how fast things move in the city when a Department Head says, oh, I need that position. I think that position as the Fleet & Facilities Manager could be eliminated and redistributed somehow. Pat Fox is one of the sharpest men with a pencil there is, but he has to have a direction. That direction has to come from you, Mr. Mayor and the City Manager. If you folks tell him that he doesn’t get that position, then I propose taking that $65,000 deducting it from $495,000 which brings it down to $430,000. Then I will pester the folks to Christmas time. We take the $7,000 that was spent last year picking up Christmas Trees. Nobody counted them but it is $7,000 that was spent. If you go and get it from Walmart or someplace else and cut it, for $7,000 you can take it out to the Transfer Station. Most people know where it is and most people will go. So if you deduct that off you get down to $423,000 divided by 2, gives you $211,500. I propose and I know that Pat can find it in this year’s budget because he’s got a head start. They are not going to do too much on that bridge with Winter and everything and by next Spring he may have found some portion of that $211,500 and then next FY16 Budget do the same thing. You don’t need to go out and spend 1 cent, since I thought I heard twice in the budget over the last few years, but Dave said one, and he is probably more accurate. Now, where are we going to get that? Pat Fox is very brilliant and he is going to find it. There are other things that you Councilors are doing that most citizens are not privy to that I think you can find that $211,500 this year. Suggestion, supposedly, and I didn’t have time to talk to the Finance Director but I heard there was $300,000 left over from the FY14 Budget and I don’t know if that has been audited or if it is just rumor. I heard it was $200,000 but someone said it was up to $300,000 but I can’t tell. Take part of that to go against that $211,500. The if you don’t want to do that, then what is Capital Improvements and the Overlay good for? That is where things like a bridge should come out of and not where you take out of those accounts because you don’t want to have to raise taxes. We had a 4 cent and I think that was the biggest farce that ever come. We had 0 the year before. There is still plenty of money left laying around within the efficiencies within the city but it still could take a little more trimming. So, overlays and city improvements could also help out on that $211,500. Now the last thing to help support that and give you folks a year is another thing we have been begging you is that we hope the citizens of Saco will come and tell us what they want us to do in this next budget. But all we are asking for is a hiring freeze. You don’t have to lay anyone off you already got one person leaving the community. Have a personnel board look at each job that is being vacated to see if it is still needed, because allot of these jobs were put in when money was free flowing. We are not laying anyone off, we are just no replacing them which is done every day in the private sector. Why can’t we think like that? We will discuss in our 2 meetings who the Councilors are that are looking out for the taxpayer and what the City Manager should do to look out for the taxpayer. We are the people and the Mayor himself and I spoke to 3 realtors today and they said that everyone wants to come to Saco for the schools, but all the houses that are up for sale are the older folks that are going out because there are allot of us who can’t afford the taxes. You are going to lose all of us paying taxes and such and the younger people are coming in and the older people are downsizing, where is the more going to come?

Margaret Mills, 168 Simpson Road – Ms. Mills thanked the Mayor and Council for listening to her this evening. I’m appreciative that the Bond is going forward and I’m supportive of the bond. Mr. Zehner and Mr. Tripp bring up some important issues about borrowing versus cash work and I would like to address that very briefly. Most people don’t buy their houses in cash. There are a fortunate few that do but most of us buy our houses on time. Allot of people buy their cars on time. These are essential features of our day to day lives. Most people are very happy that they have some place to live and most are happy they have some form of transportation to go to work in, go to the grocery store, what have you. Most of us can’t buy with cash up front, we buy on time. So does a city. Infrastructure, a bridge is a piece of infrastructure and roads are pieces of infrastructure. We collectively can’t always pay for them up front. We either have to have a capital improvement program to save a little each year in a kiddy which ear marked and set aside for a fire engine or new snow plow etc. Those monies will sometimes be saved 8, 10 or 20 years. Saco does not have a tradition of doing that. Our tradition is to borrow and pay for things over time. It would be very difficult in these tight times to reverse that and start a program where we save up over time. So I understand that it is appropriate to borrow for infrastructure, which the bridge is infrastructure. It is the responsibility of the entire community. When I was researching the bridge I found a very humorous but not to humorous article from the 1920’s that said “You know the bridges have washed out and some people are grumbling that they don’t want their taxes to go up to pay for this, well too bad. This is the responsibility of us together as a community and we just have to pay for it and move on”. It seems like to city has had a hard time saying we will accept the responsibility of our infrastructure. There were hard times during the recession and people are still
having hard times coming out of the recession. During the recession the money that had been set aside for the bridge slowly dwindled away with engineer studies and was finally fully swept to the general fund so that our taxes did not go up significantly that year. Instead they used the capital budget that was set aside for the bridge. So they are concerned about taxes, of course they are. I do support the bond. The combination of the Maine Department of Transportation offer of a low interest loan at $495,000 and the municipal borrowing of $495,000 coupled with any other funds as found and as needed is a cost effective way to deal with the bridge. I’m also very glad the bond is left open ended in that the Council has set the language of the bond such that if the bond passes that a design of getting a safe bridge across that little stream will be open ended. I strongly support the historic treatment of the existing bridge. The 168 year old bridge has been there a long time and has served us well. I think it is quite robust and other people have worked with the city staff throughout the summer coming up with a plan that is financially comparable to the concrete bridge, not destroying a historic and unique feature of our community. But in fact preserving a historic and unique feature of our community and staying within our budget. So thank you very much for supporting this bond.

Inga Browne, 161 Simpson Rd – Ms. Browne noted that this summer in July there was a very productive meeting that occurred here at City Hall with the following people present: Mayor Pilon, several neighbors of the bridge, Pat Fox and Angela Blanchette. At that meeting a professional engineer here in Maine from the company called CPM Constructors which is a large company in Freeport Maine. Mr. McPherson from CPM joined us at the meeting and shared his professional opinion that Stackpole Bridge could be successfully rehabilitated for $1 million if not significantly less. His view the bridge and has 30 years of experience in bridge construction and was extremely confident that the bridge could be rehabilitated for the same price as a concrete modular bridge. The point I would like to try to make tonight is that what is attractive about the bond question from my perspective is that the way it is worded is if the bond is approved then Pat’s Department could put out a request for proposals for either a concrete bridge or a rehabilitated bridge and the best offer or price wins. So that is a very realistic and doable step forward I think so the bond is attractive to me because the money from the Transportation Department could be used for either rehabilitation or replacement which is a very unusual offer, so I’m in favor of that. I guess the last thing I would like to say is the Friends of Stackpole Bridge have been working since 2007 to try to save the bridge. I have files and files of documentation on the bridge and what makes it special. We are still in the process of raising private money. The fund for Stackpole Bridge has been established and while we haven’t been overwhelmingly successful at raising private grants we have solicited private funds from individuals. So we do have a small set of money set aside for that and we are hoping to add to that fund. So all I’m asking tonight is to consider moving forward with the bond. There is certainly a sense of urgency. We all know about the five homes that are cut off and I don’t think that situation can continue much longer. The agreement we have for Buxton for dual coverage for Fire and Police is working now but it is a fragile situation. The bridge needs to be rehabilitated. As more time goes by the structural integrity is strong now but it is certainly a project that needs to move forward and I’m 100% confident that it can be rehabilitated for the same price if not less than a concrete modular bridge.

Elizabeth DeSimone, 220 Ferry Road – Ms. DeSimone came tonight to speak in support of having the bond issue go forward. I think it is a great opportunity that the State is providing this low interest loan. I also think it is part of our civic duty to attend to issues such as potholes and roads or a leaky roof at a school or a bridge that is no longer able to sustain traffic. I think if it were in a more heavily traveled area perhaps and more squeaky wheels, then this would have been addressed sooner. I also wish to speak in support of the idea of hopefully having the bond issue passed and the Council to send out request for proposals for both replacement and rehabilitation. It is a great historic structure and an asset to the city. I think that we have a duty to take care of these things and preserve them for our children and grandchildren.

Councilor Smith inquired if the State money goes for either a replacement or rehabilitation? Public Works Director Patrick Fox stated “yes”, it can be used for either one. It would have to be a engineered rehabilitation. Councilor Smith stated, so we would find someone to put a stamp on a bridge built by a bunch of farmers. Mr. Fox said that would be up to the experts who bid on the dual proposal option. We could certainly pursue the option of putting out a request for proposals based on criteria that we need the bridge to meet. There has not been a commitment on the cities part to go new or historic that I have heard. So we could present it and have an engineered option come in for rehabilitation and I think that would meet the intent of the State money. They don’t need to be fully involved in
that design for the lending program.

Councilor Precourt inquired as to what the changes were in the engineering firm first saying they could do this for $1.7 million and now saying they could do this a $1 million? Public Works Director Patrick Fox stated that it is just a differing on opinion amongst different engineering firms. This is more of a bridge contractor that has provided Friends of Stackpole Creek with this opinion of costs, not the engineer that did the initial review. There was some preliminary data that was revisited by that engineer as well and he believed that his numbers were perhaps a little bit high. There has been more analysis done thanks to that group since that number of $1.7 million. But it is still just an opinion of cost until someone is willing to put it on paper under a design build. Councilor Precourt asked that when we go out for a request are they going to be firm numbers with test bores and stuff like that or are they going to have to dismantle part of the bridge to tell what their final costs will be before we get a price from them on rehabilitation? Mr. Fox noted that this is the tricky part, but we do have allot of data available on this bridge and if we put all of that in the proposal, the beauty of design build is that they own what they propose, unlike fully designed rehabilitation where they could point to gaps in the design, they would own the design therefore they own the end product. Councilor Precourt inquired so they would have to fulfill it for the price they quoted with no extras involved? Mr. Fox noted that under a design build scenario this would be correct. This was always one of my apprehensions with rehabilitation if we couldn’t spell out everything that needed to be done. But if they are assessing and doing that design themselves the liability is on them.

Councilor Roche noted that the question came about a bond versus paying it out of city money and the DOT’s statement or out attorney’s interpretation of the SID Loan requirement it states “Is the opinion of our cities attorney that the SID Loan requires issuance of a bond to get the State funding”. Is that our interpretation now, because this paper in our City Council packet is from 2013 and I don’t see anything that overrides that? Finance Director Cheryl Fournier stated that she did not remember that it had to be a bond issue. Councilor Roche stated that it had a 50% match. Ms. Fournier stated it was just a match and we decided that we were doing a bond issue. I don’t remember it having to be a bond issue. I think that was what they were considering their half that you have to pass it like a bond issue. Public Works Director Patrick Fox stated the States formal commitment from the city for the half of the total of the matching funds. Councilor Roche asked if this was the best way to show this commitment or the required only way? Mr. Fox noted that it was just thought to be at the time of discussion with the Council the way it would get paid for, not by any other capital means. Councilor Roche stated that he just didn’t want us to rule ourselves out. Ms. Fournier said she thought it was that you had to vote as if it were like a bond on the State’s money. You couldn’t get around doing that portion of it.

Councilor Precourt moved, Councilor Smith seconded to close the Public Hearing. The motion passed with unanimous consent.

Councilor Tardif asked if the estimated cost for these bonds to repair the bridge was just an estimate from your engineer, you haven’t gone out to bid or anything? Public Works Director Patrick Fox said that we haven’t gone out to bid. The $990,000 was based on a new bridge with precast components, so we talked to precast manufacturers and looked at industry standards for how long it takes to construct the bridge the labor rates and all of that to get our own engineering estimate but it is not a bid from a contractor. Councilor Tardif asked if the city was going to go out to bid for this? Mr. Fox stated that they would, but they don’t go out to bid prior to having the money to actually construct the project. There’s allot of significant effort for the contractors to put together a bid for a $1 million bridge. So we won’t go out to bid until we have the money secured and we know we are going to do it which would be after the bond question in November. Councilor Tardif asked if Mr. Fox thought the 2 bonds would be enough to cover the cost to repair the bridge? Mr. Fox said that several meetings ago a commitment was made to try to keep the replacement or rehabilitation costs under $1 million. There are aspects of it that we will do with Public Works crews to, on the approaches to the bridge from either side, so by narrowing down the scope of the project to just the bridge itself, that was taken into account when we did that $990,000 together with whatever we could get under $1 million to make that road serviceable again.

Mayor Pilon noted to Public Works Director Patrick Fox that in the data they received, there was some reference that Public Works was going to expend $110,000. Is that what you were referring to in the work you just explained to Councilor Tardif? Mr. Fox stated “yes”, replacement or rehabilitation is going to require that there is a steep hill
going down to the bridge on either side, those approaches are going to need to be regarded and drainage improvements to blend in with the new or rehabilitated structure, so we would be looking to perform that in-house so that it doesn’t have to be part of the bond issue and have to pay interest. Mayor Pilon inquired, so the bond and the city $495,000 and your $110,000 brings it to $1.1 million, it that how we are adding this up? Mr. Fox noted it would be in addition to the $990,000.

Councilor Precourt moved, Councilor Brunswick seconded “Be it ordered that the City Council Final Reading of the ‘Order Authorizing the City of Saco to borrow an amount not to exceed $990,000 for Improvements to the Stackpole Bridge.’” Further move to approve the Order. The motion passed with six (6) yeas and one (1) nay – Councilor Brunswick.

Question # ___

Shall the Order of the City Council of the City of Saco entitled “Order Authorizing the City of Saco to Borrow an Amount Not to Exceed $990,000 for Improvements to the Stackpole Bridge to reopen the Simpson Road or through vehicle traffic in compliance with standard weight limitations” be ratified and approved?

Yes ____________

No ____________

Financial Statement

The issuance of bonds and notes by the City of Saco (the “City”) is one of the ways in which the City borrows money for certain purposes. The following is a summary of the bonded indebtedness of the City as of the referendum date. The total amount of bonds of the City of Saco outstanding and unpaid is $18,577,497, of which $13,725,295 is principal and $4,852,202 is interest. The City has $0 in bonds authorized and unissued. The total amount of bonds of the City to be issued if the question authorizing this borrowing is ratified by the voters is $990,000. The total debt service costs of the bonds will vary depending on the prevailing interest rates at the time the bonds are issued. The total estimated principal and interest payments on the bonds is $1,235,300, of which $990,000 is principal, and estimated interest at fixed rates ranging from 1.625% to 5.00% (depending on the years to maturity) over 20 years for up to $495,000 of the Bonds and over 10 years for up to the other $495,000 of Bonds is $245,300.

When money is borrowed by issuing bonds, the City must repay not only the principal amount of the bonds but also interest on the bonds. The amount of interest to be paid will vary depending upon the rate of interest and the years to maturity at the time of issue. The validity of the bonds and of the voters’ ratification of the bonds may not be affected by any errors in the estimates made of the costs involved, including varying interest rates, the estimated cost of interest on the bond amount to be issued and the total cost of principal and interest to be paid at maturity.

/s/ Cheryl Fournier
Cheryl Fournier, Treasurer, City of Saco

Order Authorizing the City of Saco
to Borrow an Amount Not to Exceed $990,000 for Improvements to the Stackpole Bridge to reopen the Simpson Road for through vehicle traffic in compliance with standard weight limitations

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF SACO, MAINE IN CITY COUNCIL ASSEMBLED:
1. **Bonds Authorized.** Pursuant to Maine law, including 30-A M.R.S.A. 5772 and Section 6.15 of the Charter of the City of Saco and all other authority thereto enabling, there is hereby authorized and approved the issuance of general obligation bonds (the “Bonds”) of the City, and temporary notes in anticipation thereof (the “Notes”), in an aggregate principal amount not to exceed $990,000. The Bonds shall be designated “City of Saco, Maine, General Obligation Bonds” and any notes in anticipation thereof shall be designated “City of Saco General Obligation Bond Anticipation Notes.” The proceeds of the Bonds and any Notes shall be used to finance the costs of engineering and design and rehabilitating and improving the Stackpole Bridge on Simpson Road in the City of Saco (the “Project”), and reasonably related costs, costs of issuance of the Bonds and any Notes, and capitalized interest prior to and during construction. The Bonds are expected to be issued in two series of Bonds as follows: (a) a low interest rate loan in a principal amount of up to $495,000 at an interest rate of 3% of the prime rate of interest from Maine Department of Transportation, amortized over a ten (10) year term, and (b) a conventional bond issue in a principal amount of up to $495,000, over a twenty (20) year terms. The City Council shall make all determinations regarding said Project and all terms and details of the Bonds.

2. **Period of Utility.** The estimated period of utility of the Project is seventy (70) years.

3. **Tax Levy.** Pursuant to Section 6.15 of the Charter of the City of Saco, an amount necessary to meet the annual payments of principal and interest on the Bonds (and any Notes not paid from the proceeds of Bonds issued hereunder) shall be included in the tax levy of the City each year until the debt represented by said Bonds and Notes is extinguished.

4. **Details of Bonds.** To the extent not inconsistent with this Order and the Charter of the City, the discretion to fix the date(s), maturity(ies) of the Bonds and/or Notes, denomination(s), interest rate(s), place(s) of payment, form(s) and other details of said Bonds and Notes, and to provide for the sale thereof, including execution of said Bonds and Notes on behalf of the City of Saco and delivery against payment therefore, is hereby delegated to the Treasurer and Mayor of the City of Saco. The Bonds shall be payable within a fixed term of years to be determined by the Mayor and Treasurer, not to exceed twenty (20) years, and Notes in anticipation of Bonds shall not exceed three (3) years from the date of the initial issuance of any Notes. Bonds shall be made payable as pertains to interest semi-annually and as pertains to principal in equal, annual serial installments, except that: (1) each year’s installments may be adjusted to the nearest multiple of $5,000; and (2) the amount of each year’s installment may vary provided that it is equal to or greater than the installment due and payable in any succeeding year. The Bonds and any Notes shall contain such terms and provisions, not inconsistent herewith, as the Treasurer and Mayor may hereafter determine. All determinations by the Mayor and Treasurer shall be conclusively evidenced by their execution of the Bonds or Notes. The Treasurer and Mayor are authorized to provide that any of the Bonds and Notes be made callable, with or without premium, prior to their maturity. Each Bond or Note issued hereunder shall be signed by the Treasurer and countersigned by the Mayor. The Mayor and Treasurer are authorized to select a financial advisor and/or an underwriter for the Bonds and Notes, and the Mayor and Treasurer are authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

5. **Sale of Bonds.** The Treasurer is authorized to prepare, or cause to be prepared, a Notice of Sale and/or a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and/or Notes, such Notice of Sale, Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer. Distribution of the Notice of Sale and/or Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection with offering the Bonds and/or Notes is hereby authorized and approved. The Treasurer is authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of the Notes or Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

6. **Alternate Method of Sale.** In lieu of or as an alternative to the method of offering of the Bonds described in section 5 above, the Treasurer is authorized to file an application for sale of the Bonds to the Maine Municipal Bond Bank (the “Bank”), and the Treasurer and Mayor are hereby authorized and empowered in the name and on behalf of the City to borrow up to $990,000 from the Bank pursuant to a Loan Agreement between the City and the Bank providing for a loan from the Bank in the principal
amount not in excess of $990,000, and the Treasurer is authorized and empowered, in the name and on
behalf of the City, to execute and deliver, under the seal of the City, attested by its Clerk, a Loan
Agreement to be in the usual and ordinary form utilized by the Bank, which is hereby approved, and to
contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer may
approve, with her approval to be conclusively evidenced by her execution thereof, the Treasurer and
Mayor are further authorized to issue, sell and deliver to the Bank as evidence of the aforesaid loan of
up to $990,000 and against payment therefor, Bonds in a principal amount not to exceed $990,000,
such Bonds to mature and be payable on such dates and in such amounts as approved by the Treasurer
and Mayor; to bear interest at the rates specified by the Bank, which rates shall be subject to approval
by the Treasurer and Mayor, such approval to be conclusively evidenced by their execution and
delivery of such Bonds, payable semi-annually; to be issued as a single, fully registered Bond in the an
amount not to exceed $990,000 maturing and payable in installments as aforesaid; to be signed by the
Treasurer and countersigned by the Mayor, and sealed with the seal of the City, attested to by its Clerk;
and the Treasurer, Mayor and other proper officials of the City be, and hereby are, authorized and
empowered in its name and on its behalf, to do or cause to be done all such acts and things as may be
deemed necessary or desirable in order to effect the borrowing from said Bank of up to $990,000 and
the issue and delivery to said Bank as evidence thereof of a corresponding principal amount of the
Bonds of the City as authorized in this Order.

The Treasurer is further authorized to negotiate the terms of a loan from the Maine Department of
Transportation, and the Treasurer and Mayor are hereby authorized and empowered in the name and on
behalf of the City to borrow up to $495,000 from the Maine Department of Transportation pursuant to
a Loan Agreement between the City and the Maine Department of Transportation providing for a loan
from the Maine Department of Transportation in the principal amount not in excess of $495,000, and
the Treasurer is authorized and empowered, in the name and on behalf of the City, to execute and
deliver, under the seal of the City, attested by its Clerk, a Loan Agreement to be in the usual and
ordinary form utilized by the Maine Department of Transportation, which is hereby approved, and to
contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer may
approve, with her approval to be conclusively evidenced by her execution thereof, the Treasurer and
Mayor are further authorized to issue, sell and deliver to the Maine Department of Transportation as
evidence of the aforesaid loan of up to $495,000 and against payment therefor, Bonds in a principal
amount not to exceed $495,000, such Bonds to mature and be payable on such dates and in such
amounts as approved by the Treasurer and Mayor; to bear interest at the rates specified by the Maine
Department of Transportation, which rates shall be subject to approval by the Treasurer and Mayor,
such approval to be conclusively evidenced by their execution and delivery of such Bonds, payable
semi-annually; to be issued as a single, fully registered Bond in the an amount not to exceed $495,000
maturing and payable in installments as aforesaid; to be signed by the Treasurer and countersigned by
the Mayor, and sealed with the seal of the City, attested to by its Clerk; and the Treasurer, Mayor and
other proper officials of the City be, and hereby are, authorized and empowered in its name and on its
behalf, to do or cause to be done all such acts and things as may be deemed necessary or desirable in
order to effect the borrowing from the Maine Department of Transportation of up to $495,000 and the
issue and delivery to said Bank as evidence thereof of a corresponding principal amount of the Bonds
of the City as authorized in this Order.

7. Tax Exempt Bonds. The Treasurer is authorized to covenant and certify on behalf of the City
that: (a) no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued
hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of
which would cause such Notes or Bonds to be “arbitrage bonds” within the meaning of Section 148 of
the Internal Revenue Code of 1986, as amended (the “Code”), (b) no part of the proceeds of the issue
and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used,
directly or indirectly, in such manner which would cause the Notes or Bonds to be “private activity
bonds” within the meaning of Section 141 of the Code, (c) all required information reports shall be
filed and any rebate due to the United States in connection with the issuance of said Bonds and Notes
shall be paid, and (d) the City shall take all other lawful actions necessary to insure the interest on the
Bonds and Notes will be excluded from the gross income of the owners thereof for purposes of federal
income taxation and to refrain from taking any action which would cause interest on the Bonds or
Notes to become includible in the gross income of the owners thereof. The Treasurer is also authorized
and empowered to designate the Bonds and/or Notes as qualified tax-exempt obligations for purposes
of Section 265(b) of the Code, to the extent the election may be available and advisable as determined
by the Treasurer.

8. Documents and Certificates. The Mayor, Treasurer, City Clerk and other appropriate officials
of the City of Saco are authorized to execute and deliver on behalf of the City such other documents
and certificates as may be required in connection with such Bonds and Notes, and to do or cause to be
done all acts and things, not inconsistent herewith, as may be necessary or appropriate in order to
effect the issuance, execution, sale and delivery of the Bonds and any Notes, and to carry out the
provisions of this Order in connection with the Project.
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 fail in the event of a collapse, so as to verify that there is no threat to the existing two-family dwelling on the property.

Councilor Brunswick moved, Councilor Johnston seconded to open the Public Hearing. The motion passed with unanimous consent.

James Seymour, Civil Engineer with Sebago Technics representing Leon Foster and L & M Properties – Mr. Seymour stated that as you can see by the packet we have been before the Planning Board and this has been discussed at Workshop with you. I would just like to reiterate again that the selection of the site was based on need for cellular coverage and for wireless communications, especially now with smart phones and the data frequencies that are required for that operation. The site selection we feel is sufficient and appropriate. It is against a residential neighborhood the B2 B Zone as you are aware. It does allow for TV and radio broadcasting towers, however because of the specific nature of telecommunications there is a specific ordinance in your community. I’m not sure if a TV or radio tower were allowed in that zone if it were to have what we call the “fall down zone” at this point. But we have worked with your staff and planner and have provided you with a design from a tower company for the mono pole which would self collapse on itself and reduce the fall down to a 65° radius which is well within the area provided for safe fall down from the nearby residents. Both of these properties are owned by Leon Foster, just in different entities. We feel again because of the location against the residential use it is appropriate the way we have it set sited and provides an excellent visual buffer for those neighbors and allows you to have a taxable property which will have low impact on both the community and land while providing a necessary service. Also here tonight are a representative from AT & T and R & F Engineer the sire acquisition specialist.

Councilor Brunswick moved, Councilor Roche seconded to close the Public Hearing and “Be it ordered that the City Council set the Second and Final Reading of the ‘Contract Zone Agreement by and between L&M Properties, Inc., and the City of Saco, Maine, Wireless Telecommunication Tower and Facilities, May 27, 2014’, for
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:

I. 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 thereby 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 pre-fabricated support structure for housing the electronic and/or mechanical instrumentation, and a backup generator at the tower’s base sited 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, Sweeter 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 that 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.
C. RENEWAL APPLICATION FOR SPECIAL ENTERTAINMENT PERMIT – TOWNHOUSE MANAGEMENT INC. – (PUBLIC HEARING)

Townhouse Management Inc. d/b/a Townhouse Pub has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with the Saco City Code, Chapter 93 - Entertainment §93-2.

Councilor Smith moved, Councilor Roche seconded to open the Public Hearing. The motion passed with unanimous consent.

There were no comments from the public.

Councilor Smith moved, Councilor Precourt seconded to close the Public Hearing and “Be it Ordered that the City Council grant the renewal application submitted by Townhouse Management Inc. d/b/a Townhouse Pub for a Special Entertainment permit to be concurrent with the establishment’s current liquor license”. Further move to approve the Order. The motion passed with seven (7) yeas.

D. CHARTER AMENDMENTS ARTICLE II, §2.01 COMPOSITION AND COMPENSATION OF MUNICIPAL OFFICERS – (FIRST READING)

Proposed to the City Council is a Charter Amendment with regard to Article II -Mayor and the City Council- §2.01 Composition of Municipal Offices and Compensation.

Added to the Charter is the proposed language that the Mayor and City Council shall receive an annual salary,
payable quarterly, “or such additional compensation and benefits but not in an amount exceeding their annual salary”, as shall be fixed by 5 members of the city council from time to time. As well, some additional housekeeping changes are included.

Councilor Johnston moved, Councilor Precourt seconded “The City of Saco hereby ordains and approves the First Reading of the charter amendments described in the document titled, Amendments Chapter C. Charter, Article II. Mayor and the City Council, §2.01 Composition of Municipal Offices and Compensation, Dated September 2, 2014; and further move to schedule the Public Hearing for September 15, 2014; and to be placed on a ballot at the next regular municipal election held at least 30 days after the order is passed”. The motion passed with five (5) yeas and two (2) nays – Councilors Tardif and Smith.

E. CONTRACT ZONE AMENDMENT – HORTON MEADOWS – (FIRST READING)

A contract zone was approved in 2005 for applicant Diane Doyle on behalf of Don and Jean Horton: a clustered subdivision on a portion of the then-165-acre property at 464 Buxton Road. The 31 lot subdivision would occupy about 65 acres, including the Horton’s existing residence. The balance of the Horton’s property, approximately 100 acres, was acquired by the Land for Saco’s Future Committee in 2006, and today is permanently protected open space.

The contract zone agreement mandated that only the Hortons could develop the project.

The poor housing market scuttled development until recently. The Hortons now propose to have the subdivision re-approved through the Planning Board, and to convey the approved project to area developer Bernard Saulnier.

The Planning Board approved the final subdivision plan on July 29, 2014, and is aware of the need for the contract zone to be transferred from the Hortons to Mr. Saulnier. Staff has taken the opportunity to update the nine year old document as well as suggest language transferring the agreement from the previous to the proposed applicant.

Councilor Precourt moved, Councilor Brunswick seconded “The City of Saco hereby Ordains and Approves the First Reading of the Contract Zone Agreement document titled, “Contract Zone Agreement By and Between Saulnier Development Saco, LLC and the City of Saco”, and further moves to schedule the Public Hearing for September 15, 2014.” The motion passed with seven (7) yeas.
Contract Zone Agreement

By and Between

Doyle Enterprises, Donald B. and Jean A. Horton,
Saulnier Development Saco, LLC and the City of Saco

October 24, 2005
Amended ___, 2014

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985 and amended through May 12, 2014 May 11, 2005, be amended as further described in this Contract by and between the City of Saco (the City) and Saulnier Development Saco, LLC - Donald B. and Jean Ashton Horton (Mr. And Mrs. Horton or the Hortons) and Doyle Enterprises (Applicant of Developer).

1. The Applicant proposes to develop a clustered residential subdivision on a portion of the parcel at 464 Buxton Road (Subject Property). The Subject Property is identified as Tax Map 123, Lot 21 on City of Saco tax maps.

2. The Subject Property is the site of one single-family dwelling, owned and resided in by Donald B. and Jean Ashton Horton.

3. A copy of a Warranty Deed, dated March 11, 1988, is submitted by Mr. and Mrs. Horton as evidence of right, title and interest. Said deed is recorded in Book 4649, Page 245 at the York County Registry of Deeds.

4. A copy of a purchase and sale agreement between the Hortons and Saulnier Development Saco, LLC is submitted by Saulnier Development Saco, LLC as evidence of right, title and interest.

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

6. Mr. and Mrs. Horton have submitted a written statement authorizing the Applicant to represent their property before the City of Saco; applied for and received approval for an earlier version of this contract zone agreement for this property on November 7, 2005. Subsequently they applied for and received approval from the Planning Board for a clustered subdivision for thirty-one (31) lots on June 15, 2010. Construction did not occur due to a poor real estate market.

7. Section III.12 of the 2005 contract zone agreement stated that only the Hortons may develop the proposed subdivision under the terms of said agreement, and that the project “...shall not be transferable prior to development as proposed by the Applicant.”

8. The Hortons request approval from the City Council to convey the project to current Applicant Saulnier Development Saco, LLC. The Hortons are currently overseeing a re-approval process for the subdivision plan before the Planning Board, with the intent of selling the project to the Applicant after approval. Approval of the preliminary subdivision plan was granted by the Board on June 24, 2014.

9. The Subject Property has an area of 68.3 ± acres. The minimum lot area requirement in the C-1 zoning district is 80,000 square feet. The Subject Property is a conforming parcel with respect to minimum lot area.

10. The Subject Property has 311.18 400+ feet of frontage on Buxton Road. The minimum frontage requirement for a parcel in the C-1 zoning district is two hundred (200) feet. The Subject Property is a conforming lot with respect to the frontage requirement.

11. The Applicant proposes to develop a clustered residential subdivision with thirty-one (31) or fewer single-family dwellings on a sixty-five (65) ±/- acre portion of the Subject Property. The project is proposed as a Clustered Residential Subdivision that would comply with requirements found in Article 6 of the Zoning Ordinance with the exception of those provisions found in Section II, below. The Applicant recognizes that neither public water nor public sewer are readily available to service the Subject Parcel, and instead proposes to provide on-site drilled wells and subsurface septic systems.

12. The Applicant proposes to establish a one hundred (100) ±/- acre portion of the Subject Property as open space. Said open space is proposed for conveyance to the City of Saco. Said open space would be improved with a trail system and parking area for use by the general public.

13. 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 inadequate 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.

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

1. Section 602-3 is amended to allow dwelling units in a cluster development that are not connected to the Maine Biddeford and Saco Water Company supply, and instead serviced by dependent on private or community wells.

2. Section 602-4 is amended to allow dwelling units in a cluster development that are not connected to the municipal sanitary sewer system, and instead serviced by private or community systems.

3. Table 412-1 is amended to establish a minimum lot size of 9,000 square feet for individual building lots within this cluster development.

4. Table 412-1 is amended to establish a minimum frontage requirement of fifty (50) feet for individual building lots within this cluster development.

5. Table 412-1 is amended to establish a minimum front yard setback requirement of fifteen (15) feet for individual building lots within this cluster development.

6. Table 412-1 is amended to establish a minimum side and rear yard setback of ten (10) feet for individual building lots within this cluster development.

7. Sections 10.12 and 11.14 of the Subdivision Regulations are amended in order to allow the implementation of a Low Impact Design stormwater management system that shall comply with existing City and state water quality and quantity standards.

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

1. Development of a clustered residential subdivision by the Applicant is allowed on the Subject Property.

2. Requirements found in Sections 602-3 and 602-4 of the Zoning Ordinance that all dwelling units in a cluster development shall be connected to the Maine Biddeford-Saco Water Company system and to the municipal sanitary sewer system, respectively, shall be waived.

3. Minimum lot and yard requirements established in Table 412-1 of the Zoning Ordinance shall be reduced in accordance with Section II.3-6 above.

4. No more than thirty-one (31) single-family residences shall be permitted in the clustered residential subdivision allowed by this Contract Zone. This total of 31 units shall include the existing home/residence of the Hortons, leaving the Applicant Doyle Enterprises the option to build out a total of 30 new, additional single-family residences.

5. Section 10.22.1.2 of the Subdivision Regulations is waived in order that LED streetlight luminaires shall be installed rather than the specified Lumec Donus Small.
primary obligation of said homeowners association to assure and maintain said common systems for the benefit of all homeowners. They shall be required to fund a reserve or contingency account for such purposes. Such Reserve Fund shall be initially established and funded by the Applicant Doyle Enterprises by assessing a $50.00 per lot fee, said fee collected by Developer upon each initial sale. By-laws shall provide for the collection of subsequent and additional yearly fees and fees upon further out sales to of subsequent purchasers of lots.

If the Developer independently or by decision of the Planning Board opts to create and maintain a private road network servicing the homeowners’ association, and the roads are never built to or offered to City for acceptance, then Developer and the homeowners’ association (as well as the referenced by-laws) will provide additional contingency funding for care and maintenance of said road network.

Until roads are offered to City, Developer shall be responsible for the costs of all plowing and sanding, as well as all costs for private trash collections. Developer acknowledges herein that the City cannot service any development located on private roads.

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

9. All details shown on the plans and submitted as application materials are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans and materials. The staff of the City of Saco may approve minor changes. If it is determined that the changes constitute a change in the contract, then the developer shall be required to obtain City Council approval of the changes.

10. This Document and Contract Zone affects only the parcel of land identified as Tax Map 123, Lot 21 on City of Saco tax maps.

11. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant.

12. This Document and the Contract Zone it creates shall not be transferable prior to development as proposed by the Applicant, without approval of the City Council.

13. Failure of the Applicant to gain approval submit application for a clustered residential subdivision as proposed to the Planning Office for review and approval by the Planning Board within two (2) years of the approval of this Contract Zone shall render this Agreement null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicant, this deadline may be extended by two, one (1) year periods upon written request submitted by the Applicant.

14. Breach of these conditions, restrictions and/or Agreement by the developer shall constitute a breach of the contract. Said breach of contract shall constitute a zoning violation, subject to enforcement action by the City of Saco.

15. The Applicant Developer, for itself, and its successors and assigns, including any lot purchasers herein specifically, knowingly and intentionally releases City from any and all claims related to or in any way concerning or arising from water, water quality and water quantity at the project site, and the use of common wells. As consideration for this Contract Zone, Developer herein releases and holds the City harmless from such claims, demands, suits, etc., it being understood and agreed that and all remedies related to water, water quality, and water quantity are the sole responsibility of the Applicant Doyle Enterprises, and its successors and assigns, including lot owners; and, that this condition shall be recorded in the Registry of Deeds by Developer for notice purposes.

IV. Pursuant to authority found in 30A M.R.S.A. Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on October 24, 2005, and the Saco City Council on November 7, 2005, and again on September , 2014 subject to proposed amendments, the following findings are hereby adopted:

A. City Tax Map 123, Lot 21 is a parcel of an unusual nature and location, for the following reasons:
   a. The Subject Property and abutting 100 acre parcel conveyed from Don and Jean Horton to the City of Saco on Feb. 14, 2006 was is one of eleven parcels in Saco that is one hundred fifty (150) acres or larger in area. Of those eleven, only three are owned as private residences; the other eight are agricultural in nature, or owned by charitable or government agencies.
   b. The Subject Property in 2005 was was bisected by Stackpole Creek and associated wetlands. The City’s Comprehensive Plan, Zoning Ordinance and Zoning Map recognize Stackpole Creek as a valuable natural resource that is protected via its designation as a Resource Protection zone.
   c. The Subject Property in 2005 was was a topographically diverse parcel, home to a variety of ecosystems including ridges forested with oak and maple, pine and hemlock groves, a ten-acre marsh, and a one-acre heath. Wildlife includes beaver, deer, moose, fisher, bobcat and waterfowl.

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

Chapter 4: Community Goals and Policies
Section C: Natural Resource
Local Goals: To protect and improve the quality of the surface waters within Saco; To maintain the quality and quantity of the groundwater; To protect significant wetlands and adjacent uplands from encroachment and degradation.
Surface Waters: As part of this effort to maintain the river’s quality, the City should continue to work with the other communities along the river to ensure that land use and development in the watershed is managed to protect the ecosystem of the river. The City’s land use regulations should provide for the management of stormwater quality in the area of the watershed upstream of the water company’s intake. These regulations should require that Best Management Practices (BMPs) be used to manage stormwater runoff.

10. The City should also consider acquiring conservation easements over high value wetland areas and should encourage the Saco Valley Land Trust and other conservation organizations to give high priority to these areas in their acquisition programs.

Fisheries and Wildlife Habitat
18. The riparian zone adjacent to rivers and streams plays an important role in the value of a water body as fishery and wildlife habitat. Retaining a natural buffer along these resources can have water quality benefits as well as habitat benefits. Therefore, the City should work to maintain a naturally vegetative buffer along streams with high habitat value and that serve as travel corridors connecting large habitat blocks based upon the State’s Beginning with Habitat program.

19. The City should continue to work with the Saco Land Trust and other conservation organizations to acquire or otherwise protect areas with significant habitat value.

Chapter 17, Section E. Natural Resources. “To protect and improve the quality of the surface waters within Saco,” and “To protect significant wetlands and adjacent uplands from erosion, nutrient and sedimentation, and degradation. Pursuant to these goals, the City of Saco’s policies with respect to the management of its natural resources are:

Surface Waters
1. The Saco River serves as the source for the Biddleford Saco Water Company, the City’s land use regulations should require that existing perennial and intermittent streams be maintained as natural drainage ways to the maximum extent possible. The City should also work with the Water Company to acquire conservation easements along these waterways and should encourage the Saco Valley Land Trust and other conservation organizations to give high priority to these areas in their acquisition programs.

Wetlands
12. The City should also consider acquiring conservation easements over high value wetland areas and should encourage the Saco Valley Land Trust and other conservation organizations to give high priority to these areas in their acquisition programs.

Fisheries and Wildlife Habitat
21. The riparian zone adjacent to rivers and streams plays an important role in the value of a water body as fishery and wildlife habitat. As discussed above under surface water, retaining a natural buffer along these resources can have water quality benefits as well as habitat benefits. Therefore, the City should work to maintain a naturally vegetative buffer along streams with high habitat value.

22. The City contains a number of identified deer yards in addition to the habitats already discussed. The City’s development regulations should continue to require that subdivision and nonresidential development proposals identify areas with habitat value and address the preservation of these habitats in the site planning process.

Chapter 17, Section F. Land Use. Local Goals:

- To encourage a pattern of land use that can be served efficiently and that does not impose an undue burden on the Town’s financial resources.
- To permanently protect environmentally and ecologically-sensitive and scenic areas through outright purchase or conservation easements.

General Pattern of Development
6. In those areas where there are significant natural constraints to development such as wetlands and floodplains, the City should restrict development and work to maintain the natural resource value of the area.

Sidewalks and other Pedestrian Facilities
39. The City should continue to support the efforts of Saco Trails to establish and maintain a trail system throughout the community.

Chapter 17, Section H. Housing
Local Goals: To provide a diversity of housing to meet the needs of a wide range of residents.

Pursuant to these goals, the City’s policies with respect to housing are:

1. The City should provide for the construction of both single-family and multi-family housing in a variety of locations that are appropriate for the type of housing and the location.

Chapter 17, Section I. Recreation and Open Space
Local Goals: To provide recreational facilities to meet the needs of the City’s growing population.

Pursuant to these goals, the City’s policies are:

1. The City should require that new subdivisions address the need for recreation and open space resulting from the development but should revise its development standards to create a workable system for the dedication of land or the payment of an in-lieu-of-fee to meet this need.
VI. CONSENT AGENDA

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

A. Be it Ordered that the City Council approve the minutes for August 11, 2014. Further move to approve the order;
B. Be it Ordered that the City Council grant the application for a Solid Waste Permit as submitted by Doyon’s Property Maintenance & Landscaping Inc. Further move to approve the Order;
C. Be it Ordered that the City Council grant the application for a Solid Waste Permit as submitted by Waste Management. Further move to approve the Order;
D. Be it Ordered that the City Council grant the application for a Solid Waste Permit as submitted by Troiano Waste Services Inc. Further move to approve the Order;
E. Be it Ordered that the City Council grant Elisha Pierce a Massage Therapist License in accordance with the Codes of the City of Saco, Chapter 138. Further move to approve the Order;
F. Be it ordered that the City Council confirm the Mayor’s reappointment of Richard Parker to the Zoning Board of Appeals, for a 5-year term to expire on September 1, 2019. Further move to approve the order.

The motion passed with seven (7) yeas.

The item commentaries for the consent agenda are listed below.

B. APPLICATION FOR A SOLID WASTE PERMIT – DOYON’S PROPERTY MAINTENANCE & LANDSCAPING INC.

Doyon’s Property Maintenance & Landscaping Inc. has applied for a Solid Waste Permit for a period of one year. The applicant has paid all applicable permit fees as required by Chapter 181 – Solid Waste, Article II, Licenses §181-21.

C. APPLICATION FOR A SOLID WASTE PERMIT – WASTE MANAGEMENT

Waste Management has applied for a Solid Waste Permit for a period of one year.
The applicant has paid all applicable permit fees as required by Chapter 181 – Solid Waste, Article II, Licenses §181-21.

D. APPLICATION FOR A SOLID WASTE PERMIT – TROIANO WASTE SERVICES INC.

Troiano Waste Services Inc. has applied for a Solid Waste Permit for a period of one year.

The applicant has paid all applicable permit fees as required by Chapter 181 – Solid Waste, Article II, Licenses §181-21

E. MASSAGE THERAPIST APPLICATION: ELISHA PIERCE

Elisha Pierce, located at Peak Performance Therapeutic Massage, 334 Main St. has applied for a Massage Therapist License.

The applicant has paid all applicable permit fees and has provided a copy of her State of Maine Massage Therapist License in compliance with Chapter 138, Sub-section §138-9 Basic proficiency.

F. CONFIRM THE MAYOR’S REAPPOINTMENT OF RICHARD PARKER TO THE ZONING BOARD OF APPEALS

The Zoning Board of Appeals consists of seven (7) members appointed by the Mayor and confirmed by the City Council for a term of 5 years.

Mayor Pilon has reappointed Richard Parker of 1 Norman Avenue from Ward 5, to a 5-year term on the Zoning Board of Appeals.

VII. ADJOURNMENT

Councilor Tardif moved, Councilor Roche seconded to adjourn the meeting at 7:50 p.m. The motion passed with unanimous consent.

Attest:_____________________________  Michele L. Hughes, City Clerk