I. CALL TO ORDER – On Monday, January 4, 2016 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS – Deputy Mayor David Precourt conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Roger Gay, William Doyle, Kevin Roche, Alan Minthorn, Eric Cote and Nathan Johnston. Mayor Michaud was excused this evening. City Administrator Kevin Sutherland was also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

V. GENERAL

VI. AGENDA

A. CONTRACT ZONE – 184 SIMPSON ROAD – (PUBLIC HEARING)

Applicant The Ecology School requests consideration of a contract zone that would allow an ecology education program ("School") to be established on the 105 acre parcel at 184 Simpson Road. Schools are not an allowed use in the C-1 zone.

Details addressed in the draft agreement include the fact that 95 acres of the parcel are subject to a conservation easement; the school would serve up to 120 weekly participants and approximately 10 seasonal staff; the “campus” could include two dormitory buildings, each up to 9,000 sq. ft. of total floor area, up to three stories in height but not to exceed the existing 35 foot height limitation, and a dining hall/kitchen/classroom building of approximately 7,000 sq. ft.; and existing buildings would be used for farming, office, classroom and meeting space.

The application was reviewed by the Saco Planning Board on November 10, 2015. The Board held a public hearing, and voted 5-1 to forward a positive recommendation to the City Council, based on the four standards for a contract zone found in Sec. 1403-6 of the Zoning Ordinance. City Council discussed this item during Workshop on November 16th and December 21st. The First Reading was held during the December 21st City Council meeting.

Councilor Roche moved, Councilor Minthorn seconded to open the Public Hearing for the document “Contract Zone Agreement By and Between the Ecology School and the City of Saco” dated (approval date)

Drew Dumsch, Executive Director of the Ecology School – The school was founded in 1998 as a non-profit foundation here in Saco. We are head quartered currently at the Ferry Beach Association and have provided over 17 years of innovative science and sustainability programs for thousands of students both children and adults from Saco and Biddeford and other communities throughout Maine and beyond. For several years now our goal has been to buy our own site and build a small residential campus and provide the diversity of ecosystems study while expanding the amount of farming education. When River Bend Farm came on the market back in May we knew that we had found the perfect site for our program transition when our current lease at Ferry Beach State Park Association ends in 2018. We have been under the contract the River Bend property since early September and initiated the contract zone application with the City of Saco in early October. In the past few months I have had the honor and privilege to meet a variety of Saco citizens, Simpson Road neighbors, city staff, city council, mayor and other concerned citizens to hear your concerns and gain support and insight and ideas. We had heard worries of increased traffic and noise and the possible environmental impact on the property and we are confident we can address the concerns and remain deeply committed to staying in Saco and being a community education asset and partner with Saco both in the implementation of Saco 2011 Comprehensive Plan and the goals of Bridge 2025 and the educational opportunities provided by the rehabilitation of the historic Stackpole Bridge. Specific to the concerns raised on the ecology schools proposal of whether it is appropriate for a contract zone, I would like to share 5 very convincing and sufficient reasons why River Bend Farm is of an unusual nature and location. 1) In comparison to most land parcels in the Coastal York County area the River Bend property is unusually large and ecologically diverse 105 acre farm which consists of woods, fields, ponds and intervals with an amazing one half
mile frontage along the Saco River. 2) The River Bend Farm has approximately 96 acres which are subject to a conservation easement held by the Saco Valley Land Trust and those acres are partially located in the Resource Protection Zone of the Saco River Corridor which both contain numerous constrictions on the use and development of the land. 3) Non commercial architectural appropriate development is allowed under the conservation easement on approximately 9 acres of the farm portion of the property and this has been affirmed by the Maine Attorney General and the City of Saco’s attorney Tim Murphy. River Bend Farm in its entirety is ideally suited for outdoor ecology and agriculture education activities for children and provides a singularly unique location that negates both children and adults with education, farming and sustainability. 4) The property contains historic farm buildings including a 1794 farm house and a 1840’s barn which the ecology school will preserve and maintain and this property abuts the historic Stackpole Bridge. 5) The unique combination on conserved and limited developed land along the historic buildings on such a large and beautiful parcel makes the property unique not only to Saco but the whole of Southern Maine. We also welcome the opportunity to work with the Saco Valley Land Trust and have submitted to their board a memorandum of consent and understanding that will help to ensure a successful relationship between the two organizations.

Nicol Tifft, Rocky Hill Rd – Mr. Tifft has lived in a C1 zone for the last 28 years and has been a member of the Saco Valley Land Trust for the last 19 years. He felt the need to clarify the land trusts position and process to the public that we serve and to clarify any misunderstanding that may have come from the statements that have been made by other parties to speak our truth. First and foremost it can be said that River Bend Farm easements defines us as a serious land interest. We have protected small parcels before that time but Mary’s trust in us gave us a moral boost to go on and increase our protection tenfold. Mary herself gave us two easements on Simpson Road that would be protected from development and like hers, be forever farms or so we thought. I must state that there is unanimous agreement by the members of the land trust that this was Mary’s intent. That when she stated there should be no commercial activity other than farming or forestry, that is what she meant. She wanted a farm like hers to always be there. The more we research the document creation and other evidence, the more we became that our unanimous agreement was correct and we voted no to the project. Our vote was ignored and we entered the legal world where commercial is no necessarily commercial and loss of not allowing the seller the sale or alternatively from the State’s Attorney General for allowing it, became our new reality. It also needs to be stated that this has never been about the ecology school or the valuable work that they do. This has always been beside the point. The most important point to us has always been the donor’s intent. Since the creation of the easement in 1999, I have been the monitor of the River Bend Farm and over the 8 years that Mary was still with us developed a personal relationship with her. I met with her before and after my monitoring to discuss stuff on the farm such as new horse trails, forestry work, new pastures and to learn from her some of the history of that area. I shared her concern about the future of Roland Fogg’s land across from her farm and we plotted how we might save that farm from development as well. When the Fogg property was eventually protected by an easement from the Maine Farmland Trust I felt her last major concern for that area had been lifted although she did not live to see that happen. This process has now moved on to the City of Saco’s Planning Board and the City Council. We have attempted to stay out of the city proceeding as restrictions of our easement and of the restrictions of the C1 zone and the Council and Planning Board are dealing with are separate issues. I will say however when this easement was written the possible uses in the C1 zone were as restricted as they are today and would have given Mary assurance that her easement would be followed. Our easement stipulates that any changes on the farm be in keeping with local land use laws. I can speak at length about other issues but I believe these are the most important points.

Debbie Hilton, 143 Simpson Rd – Ms. Hilton lives on the Simpson Road with her husband and 2 children. My husband and I have both lived in Saco our entire lives and have lived on the Simpson Road for 22 years. Our property sits on a hill overlooking River Bend Farm. Although I’m the Treasurer of the Saco Valley Land Trust I speak tonight as a lifelong citizen of Saco and neighbor of the River Bend Farm. My position is simple. I strongly oppose the proposed contract zone that would enable the ecology school to be built on the conservation land. I ask the Council to please consider the following in your decision tonight as this would forever change the Simpson Road and the surrounding neighborhood. Additionally allowing the school to operate in a conservation district will open up additional requests in years to come likely by the school as they further their growth and look to the neighboring Fogg property. My husband and I moved to the Simpson Road over 20 years ago as it was a secluded
country road and offered us a chance to live peacefully away from the commotion of town living. Our road is narrow, curvy, hilly and quiet and we like it that way. We drive an additional 30 minutes each day so that we can enjoy that peace and quiet. We also chose to live on the road as it was in the conservation district which is designed to promote and preserve agriculture and open space while permitting low density residential uses that do not conflict with its overall purpose. We like the fact that there are no sidewalks or bright lights. Neighbors walk their dogs and push their children in strollers, children ride their bikes up and down the road and traffic is light. If the school were to granted the contract zone that quiet country field will be gone forever. Of greatest concern to me is the high intensity use of the land and the impact on the surrounding neighborhood. Additionally the schools plans for continued growth would further compound these issues. As stated in the schools 2014 Annual Report they say “we have begun the search for our own land so that we can build a year round residential campus” and “I invite you to join the ecology school as we grow”. Since 2007 the ecology schools revenue has grown a whopping 67% which is great for them, I encourage that they are doing a wonderful job and they are now around $1 million in revenue. Program participation has grown 140% from roughly 5,000 back in 2007 to 12,000 program participants now. The increased traffic this will bring to the neighborhood will be intense given these numbers and will compound as they continue to grow. The current asking price of the River Bend Farm is $1.3 million per Realtor.com. Building the dorms to house 120 students and 23 staff which they show in their Annual Report will bring the price tag to over $4 million (I’m guessing). Yes, fund raising will be done but there is allot left to fund raise. The majority would have to come from a loan and there would be a mortgage payment and that will result in increased growth and growth the tax-paying neighbors do not want to see. The school originally promised to maintain the rural character of the property and to have the lowest ecological footprint by building 3 large buildings and a parking lot and that does not fit with the neighborhood. Although the current neighbors in Ferry Beach do not have issues with the school please keep in mind that what is being proposed for the Simpson Road will be far different and a much larger scale. I urge the Council to dig further and request more information regarding growth plans such as the following: 5 Year Growth Plan, what other plans for the Fogg Property, do they intend to grow their? I strongly feel the Council should consider the wishes of the donor of the conservation easement. Mary was a true conservationist and loved the countryside. As many of you know, the Will is a public document and within the will you will notice that Mary gave allot of money to the citizens of Saco through the Sweetser Children’s Home, Dyer Library and Most Holy Trinity Church. Her last words in her Will regarding her land were “in making any such sale it would be my wish that the property be sold to individuals who intend to continue to maintain and operate the property as I have”. I ask that you please take her wishes, the wishes of the neighbors and the tax consequences of changing the C1 zone.

Richard Rhames, President of Saco Valley Land Trust (But not here tonight in that capacity) – Tonight I’m here as a farmer and as a Comprehensive Plan survivor from the proud City of Biddeford. Let me say at the outset that having gone through comp. plan wars in the past I’m very much encouraged by Saco’s Comprehensive Plan and its Zoning regime which talks about density and seems to understand the importance of conserving land for agriculture. In a world where people like to eat 3 times a day I’m convinced that agriculture is important. Food doesn’t just come from the grocery store. It has already been mentioned that section #408 the purpose of the C1 Conservation Zone is to promote and preserve agriculture. It doesn’t saying gardening it says agriculture. There is a difference. What is being proposed I believe would seriously undercut the purpose of section #408. Evan Rikert, former State Planner under Angus King. I saw him speak a number of times and one of Mr. Rikert’s points was that from a land use planning standpoint and from a historic perspective that typically rural areas in Maine and other places were organized for production and the conflict is that in modern times they are increasingly becoming organized for consumption. That is people are moving to formally agricultural and rural areas not because they want to be farmers but because they want to consume they things that have traditionally gone on at least when you drive through a country area. You are not there when the farmer spreads the manure at 4:30 a.m. or sprays the pesticide or whatever. There is a real increasing conflict between traditional rural uses and people who are moving into these areas. It seems to me that whereas the purpose here is very mindful of keeping it low density and we have heard in the previous testimony and you have seen the documents that what is being proposed is not low density and it seems to me that this poses a real systemic risk to traditional agriculture in this C1 zone and I hope this Council will be mindful of that. Zoning matters at least I think so. Saco is head and shoulders as far as I’m concerned above the proud City of Biddeford when it comes to trying to protect its rural resources. I would hate to see it go the other way. The other thing is that we have heard several references here tonight about a campus with 2
rather large dormitories and a central dining hall and from what I understand on a conservation we had with the City Planner a week or so ago is that that is merely a conceptual rendering that might not be actually what is done. I believe that SPBT would not permit such large structures because they would not be in keeping with the existing structures that are on site. So if this Council moves forward under the assumption that the depictions that you have seen are what is being proposed then I think this Council is mistake. If there is a central message here it is that you have got a good zoning regime and personally I think you ought to think long and hard before you mess with the zoning regime you have because, practically speaking if you put a bunch of structures up on that I think it will be forever taken out of actual agriculture. The economic barrier to purchase it will become too high and no farmer will ever be able to afford it.

Steve Littlefield, 171 Simpson Road – Mr. Littlefield has lived across from the Merrill land since 1972. I knew Mary quite well. After Mary had written the material to put the land in the land trust we were discussing what was going on and she said that we would never have to worry about an obscene view over there. Anything other than her rural historic home, new dormitories, parking areas and her driveway turning into a major road to allow us traffic in and out is not the rural presence of her farm. She said that we would be looking at her farm forever and if people came in they may build another barn or do other things, but not anything to the extent that has been proposed. I support everything that Debbie said and I think she said it very eloquently.

Dennis Field, Biddeford Resident, Member of the Land Trust, Participant in the Biddeford Comp. Plan in the 1990’s – Mr. Field is well aware of the tug that goes between development and preservation of rural agricultural areas. We have a few battle scars from those different conflicts. I think that what is proposed here is a contract zone which reading through some of the literature on the cities website for which I understand that these points have been addressed but I think they need to be emphasized again. These are 4 issues which need to be addressed: The land is of an unusual nature and location, that it is consistent with the comprehensive plan, and this is where I have a problem. Living on the other side of the river we look at envy with Saco’s zoning and their efforts to preserve the rural character of the city. In Biddeford we still have 1 acre zoning in the rural farm zone which is not very consistent with preserving the rural farm areas. The Simpson Road is definitely is in a C1 conservation zone which its stated purpose is preservation and encouragement of agriculture. Although this proposal proposes to be supportive of agriculture I think that some of you may have been persuaded by this squishy feel good nature of this proposal. Sure it is a school and it is for the education of kids who appreciate the environment and where their food comes from but it is not agricultural. To place an institutional use which will have large dormitories with 120 students and 23-24 staff members in a zone which is meant to preserve open space and agriculture would be contradictory. It is not on the edge of the zone, it is right smack dab in the middle. If it were on the edge of the zone near a residential zone you could say we can move the line a little bit, but this is not on the edge. I take these contract zones very seriously and there should be some over-riding public interest involved for the public good. The city just had a comp plan in 2011 and I mean I’m sure that the zoning is discussed in the city and land use was part of it. I would encourage members of the Council to review how the Planning Board dealt with the consistency with the comp plan and they found it was consistent but I urge you to read it yourselves and determine whether you would agree with the determinations.

Inga Browne, 161 Simpson Road – Ms. Browne spoke at the Planning Board meeting on Nov. 11th and to the Council on the Nov. 16th meeting. I’m speaking tonight as a potential neighbor to the ecology school, but I’m also speaking as a citizen who is very concerned about the process of this contract zone and how the Planning Board ruled a positive finding for the contract zone for the school. I want to be very clear that if I lived on a different road or in a different Ward I would be speaking to you tonight as well because I have concerns as a citizen about this project. My family has only lived on the Simpson Road since 2002. In fact this is a pretty short time, because most people on the Simpson Road have lived there for a very long time. We chose to live on the Simpson Road with very clear intention, mindfulness and purpose. We did not want to live in beautiful downtown Saco and we did not want to live in many of the pleasant suburban neighborhoods. We wanted a rural quiet road that could be walked and biked on with relative safety. We knew that we were in close proximity to open land and we knew that the River Bend Farm was in a conservation easement and we knew we were close to the Fogg Farm to enjoy the open space there. My home on Simpson Road is my forever home. I have to intention of moving and I’m committed to the community of Saco and I plan to stay on Simpson Road. I want to note that as a teacher myself, I fully
support the mission and programs of the ecology school. Their environmental education is extremely timely and will only become more important as time goes on. However, I strongly feel the placement of the school on the property with the special and unique conservation easement is truly very alarming and it concerns me. One of the things that I would like to mention is a very troubling precedent is being perhaps set here. What message is sent to other Saco landowners who have their property in a conservation easement and who are contemplating putting their land into a conservation easement when changes such as a contrast zone can take the vision for the land and change it forever? I want to be very clear that the conservation easement and I do hope that you all have had a chance to read it several times makes absolutely no mention or illusion to any type on institutional usage of the property. Neither on the 96 acre protected property or the 8 acre farm building lot. The ecology school and city staff have been very careful to point out that the Maine Attorney General has ruled that the school is a non-commercial entity and can therefore establish themselves at River Bend Farm. But schools, hospitals, retreat centers, churches, artist colonies, nature centers, farm camps, no educational or leaning institutions, no co-op, no kibbutz’s and I believe that Mary Merril and her lawyers used the generic term “commercial” to prohibit any organized institutional delivery of services for experience. I would ask that the Council approach this proposal for a contract zone with an objective view. You are obligated to consider all the facts and to look at all the related documents to you and I would also ask you to look at Mary Merrill’s established pattern of land use as wild and undisturbed as humanly possible and anything else is inadequate and a failure in good government and city policy.

Elizabeth De Simone, Ferry Road – Ms. DeSimones’s main concern this evening is with the frequency that contract zone requests seem to be coming from the Planning Board to the City Council. Some of these requests don’t seem to be following the guidelines and meeting of the criteria that are outlined. I think lots of times that there are hardship or a nice vision as of the ecology school seems to propose outweighs what is actually in the zoning. I’m hoping that you will take a real objective look at this and not be guided necessarily by the Planning Board findings. The findings that are in your packet which have been approved by the Planning Board and in which you would be approving if you approve the contract zone. The criteria of the property being an unusual nature of location, the 3 findings were: 1) It is were located in the C1 zone, will it is, but I the contract zone is approved the C1 zone would be distorted, 2) Is it subject to a conservation easement and in the resource protection zone? That of itself does not make it property unusual in nature, 3) What the school proposes. The fact that they were going to be a school and have the buildings there and have the lovely educational activities for the children. That does not have anything to do with nature of the property as it now exists. I do not know how that got in there. As far as the legal opinion you got from the city attorney if you read the memo exchanged between the city attorney and the city planner it is not really a formal opinion, it is sort of a back and forth thing and he says “well a judge might be supportive and sympathetic to the ecology schools proposal”. It is not something that you can take to the bank as a legal position. The city attorney also admitted that Mary Merrill might have been aghast at what is being proposed in violation of the easement she granted to protect her land and he also allowed that purists might be opposed to the proposed contract zone. So I think it is up to the Planning Board that didn’t do its job and now on you the City Council to be the purists in defending the proper zoning that we have established in Saco and not granting contract zones where they are not warranted.

Jeanne Hey, 166 Simpson Road – Ms. Hey wanted it to be clear that she was not opining or judging on either Mary’s will or the zoning. I’m not an expert in either of those. Instead I would just like to speak about why I think the ecology school should you find it appropriate, would be a good thing on the Simpson Road even though I very much appreciate and even share a number of the concerns about it with my neighbors. I want to begin by thanking this body for making the restoration of the bridge possible. I think that is actually very connected to what we are talking about tonight. Our desire to restore the bridge comes allot out of because we see ourselves as stewards of Simpson Road’s past as well as stewards of its future. We want to preserve that bridge not just for ourselves but for the people who built it and the generations who enjoyed it and for future generations who will have that link to the past. Similarly we are stewards of the future of the ecological and environmental resources that we have here in the Saco area. To do that schools are essential. It’s not squishy or feel good, to say that conservation can only occur for generations to come if we educate students in places that are disappearing. Places that are special and natural and have many habitats as the River Bend Farm does. I’m an educator myself and even though I share worries about changes on the road, traffic and many other things I put those aside because I think that it is a greater good to educate future generations that we need to conserve what we have. I would just point out that this is a ecology
school it is not a development school, it is not a resort school, it is not a traffic school it is an ecology school. I don’t think we could ask for a better spirited organization and institution, though it is to be in our neighborhood. I’m a fairly newcomer to the area. I moved here 5 years ago. My husband and I had a home in a conservation easement and we are very familiar with it but we sold it to people that we depend on for continuing it even though they didn’t share many of our values. I understand all of that. I know this is asking allot of our community to take on this change, but as stewards of the future I think it is one that we should do. Finally I would say to my neighbors who have welcomed us and embraced us and have allot love, I understand why we disagree on this and I know how much we all love our neighborhood.

Doreen Metcalf, 221 Simpson Road – Ms Metcalf is on the same side of the bridge as the Merrill Farm. She is in favor of the school going to the River Bend Farm. I knew Mary Merrill very well and I bought my land from her and built my farm. As much as I love River Bend Farm the way it is, things do change, ownership changes and I don’t see a problem with the school coming into the neighborhood. I think that the parcel of land is such a vast parcel and where the 8 acres is set aside for further development, it is set so far back off the road that it is going to be a very, very low impact to the neighborhood. Most people are not going to be able to see the dorms, parking and buildings from the road because they will be set so far back. The school I think will do an excellent job at maintaining the property. What are the other options? What else could happen to River Bend Farm if the school doesn’t buy it and maintain it? The piece of land is huge and difficult to maintain. I do the hay there. The maintenance of the fields, the fence lines, the woods and the trails that all exist there, are a tremendous amount of work that the average family of person is not capable of doing on their own. You need to hire people to do this and that is a big financial burden on anyone who buys that property. You look at the property with the easement and conditions and everything that is on there and you think to yourself, can this property generate enough income to support that and the answer is no. If you think you are going to farm hay because it has been a hay and horse farm for years, the answer is no it cannot, maintain a staff to keep that place going. Fortunately, Mary was wealthy enough and she hired a staff and I see Polly and Tom out there doing allot of it themselves and having to hire some people to assist in the maintenance of the property. So I look at it as if this school doesn’t buy it, who will buy it? What will go in there? I would rather see the school go in there with 100 students than have somebody come in there and put 100 cows. I think it is going to be more damaging to the property and yet nobody would have nay say on that, or any other livestock which certainly would have a much greater impact on the piece of property. In many facets, whether it is grazing or water or erosion on the river or animal traffic or animal waste or whatever. The way that property has been kept and maintained while Mary Merrill owned it is history. It is not going to go forward like that anymore and there has to be change and I think the school is a very good option for the piece of property. I don’t see someone else going in there and being able to uphold the standards that the school might be capable of doing or that Mary has done. That is my biggest concern. For the neighborhood people that have used this property while under Mary’s ownership or Tom & Polly’s ownership I think have gotten a little bit spoiled by their generosity and they are afraid to lose that. Even if I use the property to ride my horses there and walk my dogs there and take my dogs swimming on the river because they allow it. I think everybody is afraid to lose what they have always had. The property is for sale and if somebody wants it they can buy it and keep it.

Robin Huntley – 6 Breakwater Way – Mrs. Huntley for a number of years was a neighbor of the ecology school. I would like to say that they have been a wonderful neighbor. The disruption to the neighborhood has been minimal and if there has ever been a concern or complaint they have addressed it and taken care of the situation. I recommend them as neighbors. I realize that they intend to grow but I think they will do it thoughtfully. The other thing that I wanted to say that someone stated earlier that this is not traditional agriculture or farming, and that is true it is sustainable agriculture that they practice. That is something that I think is very important for people to learn today. My family owns a sustainable farm out of state and being able to farm and give back to the land what you take out of it and conserve things I believe is very important. That is the goal of the ecology school and I think that this particular piece of property sounds wonderful for them and I would encourage you to keep an open mind about it.

Henry Beeuwkes, 168 Simpson Road – Mr. Beeuwkes owns the property that abuts the farm. When my wife and I bought 7 acres on the water as well we became acquainted with Mary and admired and appreciated her commitment the land trust and to protecting her land and we wanted to emulate what Mary was doing and we appreciated being
adjacent to property that is protected in the way she wished to protect it. I think Mary Merrill was an educator herself and she educated the rest of us in land preservation and how to do that and how to incorporate land into a land trust so that it will be preserved for future generations. She wasn’t going to count on the fact that a group of concerned individuals or sensitive kids might eventually preserve her wishes, she wanted it enacted in law and I think that is what we have a responsibility to endorse. My understanding was that the contract sale agreement with the school and Tom Merrill stated that the sale would not go through if the land trust did not approve of it and my understanding is that the land trust doesn’t endorse it. So I’m kind of confused as to why this has the momentum that it does. The other concern that I have concerns the comprehensive plan and stated in the comprehensive plan goals were to foster a pattern of land use that respects and builds on the established settlement pattern of an urban core surrounded by a outlined rural area and it specifically addresses the concern about accommodating growth and commercial and industrial activities in designated growth areas but public services and facilities can be provided. Of course there is no sewer or water in this area and I would imagine to accommodate the needs of 130 people on a daily basis is going to be a substantial investment and maybe some concerns with sizing it to fit on the available land there.

Michelle Goulet – Ms. Goulet has had the pleasure of knowing Drew the Dir. of the Ecology School and to say that I’m very much for the ecology school that I think the focus should be on the fact that we are promoting for a larger good and the school is working on teaching the children leadership skills and inquiry based projects and working for the community and actually promoting actions for a larger good. So teaching leadership skills, communication skills, innovative science and it is good science and it the future of green schools and I think that Saco is a green community. I own Kids Go Eco which is a small green community school in Saco and they are a fabulous school and their school is unmatched in our community and it is everything that we would aspire to be for sustainability and ecology. So, I wish them the very best and I give them my blessing.

Tom Merrill, Owner of River Bend Farm – Mr. Merrill and his wife Poly have owned River Bend Farm since his Aunt Mary Merrill left it to him in 2005 when she died. We very much support the ecology school’s proposal. We and the rest of my family are confident that despite what some folks said here tonight, that Mary would have supported this as well. There has been allot said about what Mary would or wouldn’t have wanted and it honestly not clear to me why it is relevant to this process. I understand why it might be relevant to the Saco Valley Land Trust process when they are trying to determine the intent of the grant of the easement. But I’m not sure what the relevance is to this process or what a prior owner may have wanted let alone what the current owner might want, but I assume it has to do with what the use would be of the land going forward. I would like to read the critical wording from the easement itself, a conservation easement as well and not a farm easement. and then comment on Mary’s wishes. From the easement “it is the dominant purpose of this conservation easement to preserve and protect in perpetuity natural farm land, scenic agricultural and open space pastures, ecological and wildlife habitat features and rural character of the protected property. To foster the continuation of responsible conservation practices and farming and to prevent any use of the protected property that would significantly impair or interfere with the scenic and conservation values of the protected property. My Aunt was concerned with issues of ecology, conservation and preservation reflected in the conservation easement she granted over the farm and in her work helping establish the Saco River Corridor Commission. She was also dedicated to education reflected in her long standing involvement and support of the Sweetser School and the Dyer Library. She was a believer in local causes. My family believes base about what little she said about it I her diary and my mother’s memory of discussions with Mary at the time that her primary purpose in granting the easement was to ensure that after the farm passed out of the hands of the family, that it wouldn’t be subdivided and lost to housing development. My mother who knew Mary for over 50 years as her sister-in-law who sailed the coast of Maine and traveled the world with her and who stayed at the farm with her regularly often for weeks at a time is adamant that Mary would have been thrilled with the prospect of the farm ending up being used by the ecology school. A Saco institution dedicated to preserving and even enhancing the natural beauty of the property while at the same time teaching children the values of ecology and conservation. For myself I’m in favor of it for more than just self interest. I have become convinced during this process that having the ecology school at River Bend Farm is not only a good idea but an important cause and I have committed to the school by contributing both personally and financially as much as I can and going forward to ensure the school succeeds and flourishes and I hope to be involved for years to come. You recently approved the restoration of Stackpole Bridge which abuts River Bend Farm. Thank you. I pledged my
support for the private fund raising effort and to supplement the city financing. My hope is that I can leave to Saco as part of the Merrill Family legacy not only our support for a historic bridge but also for a vibrant, joyful school at River Bend Farm teaching children the love of nature and the critical importance of conservation and ecological stewardship.

Guy Huntly, Atlantic Heights – Mr. Huntly asked the Mayor and Council if they had read the letter that he had written on Dec. 28th? He asked that they take a minute to read it right now. He asked the Council what a FOMA was? Then answered that is was “The Ferry Beach Ecology School Order of Alumni Masters”. Ten years ago they had an alumni meeting of the trainers who have gone on to spread what the Ferry Beach Ecology School has been doing and they came back and there were about 50 of them and I attended a little bit of the reunion. These people have left Saco and have done the same thing in some other communities across the country that has been done here since this group started it. My letter says that I knew him before he started the school. We had some dune grass to plant and I needed some manpower and his students did it in the Ocean Park. The way I see it is about a 7 – 6 right now with respects to who likes it and who doesn’t. Another set of initials is “NIMB”. This means not in my own back yard. So far allot of my neighbors on the Ferry Road are for it. Who has gone out to see this property? There are allot of tracks down there, so I have to hand it to somebody who has gone down several different avenues into the trust. One of the things that I want to point out is that I remember when UNE couldn’t get a new curing put in because of the nimby that they had. They answered it by bringing in a campus plan and there were no more problems. Atlantic Heights is a elderly campus and I don’t know the details of #408 or anything else but they are the highest taxpayers and I’m paying taxes for my condo there too. The Ferry Beach Park Association, my family has 3 properties on that street right now. I believe the school being present there for all intense purposes is on a campus at Ferry Beach Park Association. The way I read the permission that was read by Tom, who is going to enforce it? It is obviously the Saco Land Trust. The way I read it and I’m no lawyer. So when somebody says we need to do this and is digging a hole 2 feet deep they show that particular thing to a student to learn. I would like to say I’m representing 120,000 students. Have any of you have a 5th or 6th grader from a Saco school do a day trip or a over-night trip at the ecology school. There isn’t any question about what I said, I meant, I’ve lived it. There are other things that I’m concerned about having been on both sides of the Simpson Road today that is how I know you have been out there because of the foot prints. This is going to be something good for Saco. It is renowned in 3 or 4 different states among the 5th grade teachers that they deal with.

Todd Richardson, Property Owner Landlord and Business Owner on Middle Street – The ecology school project seems to be an exceptional alignment with this very special piece of property. Its location and over-all size the limited scope of development in regards to the over-all size of the property. Also in my view in alignment with Saco’s Comprehensive Plan. I think it should be noted that the controversial discussion of the development occurring on less than 1/10 of the over-all portion of the property. I also want to state that I think there is a unique alignment with what the conservation is intending to do in regards to the what the ecology school intends to do by teaching people about the land and how to care for it and their ability and success in going out and spreading those efforts and interests. So I think the impact of the ecology school in the future is far reaching beyond the discussion about the specific parcel. I’m a strong believer that this is a project for which the City of Saco would be proud and I know as I thought about where to locate my business before coming to Saco was there were several things in the city that inspired me to be standing in front of a decision of where to locate. Having a school kept in the city would be something the city would really be proud of. The second hat that I’m going to wear is the part of being involved in this project as a landscape architect. My business is a landscape architect. We do a variety of projects throughout New England and I wanted to say that having the opportunity to get involved with this particular project is lead by interests that are unlike many, many developers. The intentions of what the ecology school is intending to do with that limited 8 or so acres is not just to occupy the land or develop on the land but to develop with the land and how to do it sensitively. The thinking that I have learned from talking to Drew and others is that it is not only being the steward of 8 acres, but really of the larger landscape of the whole property.

Phil Saucier, Attorney for Bernstein and Shur Law Firm for the Ecology School – Mr. Saucier noted that the Planning Board lead a very thoughtful review and voted 5-1 that it was consistent with the comprehensive plan and other criteria. There has also been some discussion about certain parts of your comprehensive plan that you can pick and choose. I want to read to you the land use goals from your plan and what the city saw for the rural area. It
included agriculture, and other natural resource activity and we see ourselves squarely within that definition. That the permitted use would be for agricultural activities and other natural resource related uses, limited commercial and community activities which are compatible and with the rural environment which we certainly think that we are and agriculture and agriculture business and forestry and natural resources and outdoor recreation uses, campgrounds and golf courses, and then it goes on to other more intensive uses that are not outdoor related such as: adult and childcare facilities, bed & breakfast, medical services where all seen as places that could be in the comprehensive plan. The next step would be whether it would be consistent with the existing uses in the C1 zone today and the Planning Board made the thoughtful recommendation that it is consistent and no more intensive than what we use today. I will list for you again what is currently allowed: places of worship, adult daycare centers, agriculture and related business uses, outdoor commercial recreation facilities, golf courses, campgrounds, nursery schools, daycare centers, hospitals, and clinics for humans among others including public parks and playgrounds. So I think in terms of those two standards in the contract zone we feel we meet those standards and the Planning Board and staff both agree to that. So I just wanted to point that out for the record. One other point was the agriculture use and this is really agricultural. One person made the comment that agriculture is not a one size fits all. Agriculture is very much a part of this schools mission and philosophy and in your packet Drew has submitted a one page list of all the different agricultural activities at his school including on-contour silvo pasture and water management, holistic woodland management, vegetable gardening and 4 season growing, forest gardening and perennial-based food gardens, historical and future gardens, orchards and farm plots and additional Agroecology related project for agricultural uses. The final point is on the conceptual design. We have been very open to the conceptual design. They were flushed out through the Planning Board and Drew is committed to meeting with the neighbors or anyone else interested and of course it would have to comply with the conditions that you put in the contract zone. So there has never been any assumption about what is going to be built there, it is purely conceptual and what would be built would be consistent with the existing agricultural uses which are required in a conservation zone.

Councilor Roche moved, Councilor Minthorn seconded to close the Public Hearing and further move to set the Second and Final Reading for January 19, 2016. The motion passed with six (6) yeas.

Contract Zone Agreement Between The Ecology School and the City of Saco

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and as amended, is hereby further amended by adopting this contract by and between the City of Saco and The Ecology School.

A. The Ecology School (the “Applicant” or “School”) submitted an application for a contract zone to operate an ecology education school on an approximately 105 acre parcel of land located at 184 Simpson Road, City Tax Map 121, Lot 6 and more particularly depicted on a survey attached as Exhibit A entitled “Standard Boundary Survey for Mary Merrill of the River Bend Farm Parcel (the “Property”).

B. The Property is owned by Thomas W. Merrill and Mary R. Merrill as reflected in a deed recorded in Book 16175, Page 690 at the York County Registry of Deeds, and is subject to a contract for the sale of real estate to the Applicant (Attached as Exhibit B).

C. The Property is subject to a Conservation Easement held by the Saco Valley Land Trust as reflected in the Conservation Easement recorded in Book 8640, Page 232 at the York County Registry of Deeds (Attached as Exhibit C).

D. The Applicant proposes to establish a new campus on the Property for their ecology education program for children, currently located on Ferry Beach in Saco. The School leads on-campus overnight and day programs, teaches outreach programs at schools, runs camps and publishes curriculum and field guides so that students can better understand and care for the environment.

E. Approximately 95 acres of the Property will be maintained under the current Saco Valley Land Trust conservation easement for farming, education, research and recreation purposes only. The remaining 10 acres of the property not under a conservation easement will serve as a “green campus” that can accommodate up to 120 weekly program participants and approximately 10 seasonal staff (educators & other staff) for residential education programs primarily in the spring & fall (weekdays & weekends) and summer (conferences, workshops & camps).
F. The number of buildings will be based on the lowest ecological footprint possible (including parking) but could include two dormitories of approximately 9,000 square feet each (3 stories in height) and one dining hall/kitchen/classroom space of approximately 7,000 square feet and will be built within the area of the property where new structures are permitted by the Conservation Easement.

G. The current 1794 farm house and other farm buildings footprint will be maintained and would be used for farming & education purposes, office & meeting space and housing.

II. The property is currently located in the C-1 Conservation District under the Saco Zoning Ordinance (hereafter the "Zoning Ordinance"). The C-1 District does not presently allow, either as a permitted or a conditional use, public or private schools, but the proposed use of the property is consistent with the other permitted uses in the C-1 zone and with the Comprehensive Plan, as more fully described in Section IV(B) and (C) below.

I. In order for the School to operate on the Property and to construct the necessary student dormitories and other administrative buildings that are essential to the school, certain amendments to the Zoning Ordinance are required.

J. As stated in Section 1403-1 of the Zoning Ordinance, "Occasionally, competing and incompatible land uses conflict; and traditional zoning methods and procedures such as variances, conditional use permits, and alterations to the zone boundaries are 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."

K. Recognizing the use restrictions imposed by the Zoning Ordinance, the Applicants hereby make application for a Contract Zone that would allow the proposed ecology school use as described above to be established and to operate on the Subject Property.

II. This Contract Zone Agreement amends the Saco Zoning Ordinance as follows:

This Contract Zone, specifically and exclusively for the Property as identified above, would allow the Applicant to establish an ecology school use in and associated with the Property, as provided for in Article 14 of the Saco Zoning Ordinance:

A. Permitted Uses. Notwithstanding Section 410-14 of the Zoning Ordinance, as it may be amended from time to time, and in addition to the permitted and conditional uses in the C-1 District, an ecology school with residential programs, field trips, and outreach programs to schools, workshops, curriculum design, camps and events is a permitted use on the Property.

B. New Structures. Notwithstanding the requirements in Table 412-1 of the Zoning Ordinance, the Property may contain up to two dormitories of approximately nine-thousand (9,000) square feet and up to three (3) stories in size which will be used to house up to ___________ students and a building of approximately seven-thousand square feet which will be used as a dining hall, kitchen and classroom, along with other necessary buildings to support the School's mission, subject to site plan review by the Planning Board. These new structures will be built within the approximately ten acre parcel designated as the "Residential/Farm Area" as permitted by the conservation easement.
C. Existing Agricultural Buildings. Notwithstanding Section 726 of the Zoning Ordinance, the existing agricultural buildings may be reused for residential and nonresidential purposes to support the School's mission, including for farming, education, office, meeting space and housing purposes.

III. This Contract Zone Agreement is subject to the following conditions and restrictions, as provided for in Section 1403-5 of the Saco Zoning Ordinance:

A. Except as set forth above regarding the development and use of the Property, the Applicant shall adhere to all other applicable provisions of the underlying C-1 Zoning District and of the Zoning Ordinance.

B. The City and Applicant recognize that the boundary plan submitted for contract zone review is representative of the existing site layout, but is subject to change as a result of site plan review conducted by the Planning Board for proposed future structures including dormitories and administrative and classroom buildings. If it is determined that any change in use constitutes a significant change in the contract, then the developer shall also be required to obtain City Council approval of the change.

C. Upon approval of this contract by the City Council, the Applicants shall submit materials required for site plan review to the Planning Office. Failure of the Applicants to secure site plan approval within two years of the approval of this Contract by the Saco City Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicants, this one year deadline may be extended by one year upon written request to the City Council.

D. The above stated restrictions, provisions and conditions are an essential part of this Agreement and shall run with the Property, shall bind the Applicant, their successors and assigns of the Property or any part thereof, and any party in possession or occupancy of the Property or any part thereof, and shall insure to the benefit of and be enforceable by the City, by and through its duly authorized representatives. This Agreement may not be amended except by mutual written agreement of the parties.

E. Breach of these conditions and restrictions by the developer shall constitute a breach of the contract, and the developer shall be required to apply for a contract modification. Failure to apply for or to obtain a modification shall constitute a zoning violation, subject to enforcement action pursuant to 30-A M.R.S.A. § 4452 as it may be amended from time to time.

F. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine except any conflict of laws or provisions applying laws of any other jurisdiction.

IV. Pursuant to authority found in 30-A M.R.S.A. Section 4352(8), and Section 1403 of the Zoning Ordinance, and by vote of the Saco Planning Board on ______, and the Saco City Council on ______, the following findings are hereby adopted:
A. The Property identified on City Tax Map 121, Lot 6 is a parcel of an unusual nature and location for the following reasons:

1. The Property is located in the C-1 Zoning District, a low density, predominantly agricultural and residential zone. The Property is currently a working horse farm with a mix of woods, fields and intervals fronting the Saco River.

2. The Property is subject to a conservation easement held by the Saco Valley Land Trust and is also partially located in the Resource Protection Zone.

3. The Ecology School proposed to use the property to offer outdoor ecology and agricultural activities for children and will maintain existing farm buildings and the rural character of the property as a location to engage children & adults with conservation, farming, and sustainability.

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

Chapter 5, Community Goals and Policies

B. The Local Economy

Local Goals:
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.

Chapter 6, Land Use Goals and Policies

Farm and Forest Land

31. The City’s policy should be to work to retain the City’s farm and forest land in natural resource use while allowing the owners of this land to have reasonable use of this property...

32. The City should work proactively and in cooperation with the owners of farm and forest land to keep this land in production where possible. As part of this effort, the City should actively encourage the owners of this land to make use of the Farm and Open Space and Tree Growth Tax programs. In addition, the City should develop and help fund a program to voluntarily acquire conservation easements/leases on farmland in which the property owner agrees not to develop or subdivide the property during the term of the agreement in return for an annual payment tied to the property taxes paid on the property.

33. Within areas designated as Rural Conservation Areas, the City’s land use regulations should allow for the continued operation of traditional agricultural and forestry uses.

Rural Conservation Area (RC)
Vision: The Rural Conservation Area continues to be a primarily rural landscape with agricultural and other natural resource activities. Limited very-low density residential development occurs over time in a manner that preserves both the rural character of this area and large blocks of unfragmented wildlife habitat. Large scale residential developments do not occur in this area.

Allowed Uses: Uses in the Rural Conservation Area are limited to agricultural and forestry activities, other natural resource related uses, and single-and two family homes including manufactured housing units on individual lots. Limited community and commercial activities that are compatible with a rural environment are also allowed. The following types of uses are generally appropriate in this area as a permitted or conditional use: - agriculture and agriculturally related businesses - forestry and natural resource uses including extractive industries - outdoor recreational uses including campgrounds and golf courses - adult and child care facilities - bed and breakfasts - medical services - single and two-family dwellings including manufactured housing units on individual lots - small clustered residential developments that preserve habitat blocks (See Development Standards) - community facilities such as places of worship, cemeteries, and municipal facilities.

C. The proposed use is consistent with the existing uses and permitted uses within the original zone. The original (existing) zone is the C-1 Conservation District, designated for areas which are predominantly agricultural in character. Allowed uses in the C-1 include agriculture, public parks and playgrounds, clustered residential projects, places of worship, adult day care centers, agriculturally related business uses, the reuse of existing agricultural buildings, outdoor commercial recreational facilities involving limited structural development, golf courses, campgrounds, nursery schools, day care centers, hospitals and clinics for humans, among other uses. The proposed use is consistent with the character and intensity of these and other uses.

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

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

Adopted by the Saco City Council on ____________

WITNESS:_________________________ CITY OF SACO

By: ______________________
Kevin Sutherland
City Administrator

WITNESS:_________________________ THE ECOLOGY SCHOOL

By: ______________________
Andrew J. Dumsch
Executive Director

M:\2016\cm_2016_01_04.doc 1/13/2016
B. MAINE DRUG ENFORCEMENT AGENCY AGREEMENT – (FIRST READING)

Saco has assigned an investigator to the MDEA York County Task Force since 2010. The investigator works regionally on all matters involving the investigation and prosecution of drug offenses, and particularly on Saco drug offenses that reach beyond Saco, as most do. The cost of the investigator has been borne by the City.

An increase in State funding has resulted in a request from the State for Saco to add an additional investigator to the MDEA York County Task Force. The State agrees to fund the position fully, including fringe benefits and overtime expenses.

The Police Department will hire a patrol officer to replace the assigned investigator. The additional position will exist as long as the memorandum of understanding provides funding for the investigator assigned the MDEA. Termination or discontinuation of the MOU will result in the elimination of the position created as a result of this MOU.

Councilor Doyle moved, Councilor Minthorn seconded “Be it ordered that the City Council hereby authorize Saco Police Chief, Bradley Paul, to execute the agreement between the City of Saco and the Maine Drug Enforcement Agency and further authorizes the following budget amendment:

Increase 10460/500105 by $56,000 (Salary)
Increase 10600/500289 by $4,284 (Social Security)
Increase 10600/500287 By $4,144 (Maine PERS)
Increase 10600/500288 by $8,900 (Health Insurance)
Increase 10136/300502 by $73,328 (State Revenue).”

Further move to approve the order. The motion passed with six (6) yeas.

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY
Agreement

THIS AGREEMENT, made this 4th day of January, 2016, is by and between the State of Maine, Department of Public Safety, hereinafter called “MDEA,” and Saco Police Department, located at 20 Storer St., Saco, ME 04072, telephone number 207-282-8214, hereinafter called “Department”, for the period of January 4th, 2016 to June 30, 2017.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the MDEA, the Department hereby agrees with the MDEA to furnish all qualified personnel, facilities, materials and services and in consultation with the MDEA, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A – Specifications of Work to be Performed
Rider B – Payment and Other Provisions
Rider C – Exceptions to Rider B
Rider D – Additional Provisions

IN WITNESS WHEREOF, the MDEA and the Department, by their representatives duly authorized, have executed this agreement.

By:

DEPARTMENT OF PUBLIC SAFETY

Roy E. McKinney, MDEA Director
MDEA Representative

and

SACO POLICE DEPARTMENT

By:Bradley Paul, Chief of Police
Department Representative

Total Agreement Amount: $XX,XXX.XX plus overtime and employer paid benefits

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Department agrees to assign its officer, who is certified pursuant to section 2803-A, subsection 1 of Title 25, M.R.S.A., to perform services for the MDEA in the nature of a Maine Drug Enforcement Agency Task Force Investigative Agent, and who shall be deputized as such pursuant to Title 25 §2955, M.R.S.A.

DESCRIPTION: This is investigative work involving the enforcement of Maine State laws and the maintenance of the public’s safety and security as a member of the Maine Drug Enforcement Agency. Responsibilities include investigating complex crime scenes, collecting and documenting information and evidence, interviewing witnesses and suspects, properly searching and seizing evidence in support of alleged crimes, preparing reports to include diagrams, sketches, and calculations, and testifying in court. Work is performed under limited supervision.

REPRESENTATIVE TASKS: (A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned).

…Manages and processes crime scenes, removes and delivers evidence to Crime Lab and HETL in order to collect, protect, and remove evidence pertinent to the crime.

…Investigates complaints and crimes, applies the most appropriate investigator methods and techniques especially homicide and pharmaceutical crimes and fraud in order to determine and administer appropriate methods of investigation such as cultivating informants, non-testimonial orders, interrogation, and use of specialized equipment in apprehending suspect(s).

…Interviews complainants, witnesses, and suspects, uses creative interrogation methods and techniques in order to receive, develop, and verify information and evidence pertinent to an investigation or inquiry.

…Coordinates and organizes investigations with other agencies, states, groups, and the public in order to share information, problem-solve, and strengthen communications.

…Prepares reports, exhibits, and other complex documents pertinent to investigation in order to inform superiors, prosecutors, or other agencies of the progress and/or results of investigations.

…Testifies before grand juries, district court, superior court, and civil/administrative hearings in order to present
investigator results and evidence.

…Analyzes data generated and received in order to maintain a list of information requirements which, if answered, would add to an understanding of developments in a particular area of criminal activity.

…Investigates criminal activity of known and/or suspected criminals in the State of Maine in order to establish its geographic area, type, volume, frequency, and monetary impact.

…Disseminates intelligence data in order to assist other law enforcement agencies and/or personnel.

…Conducts surveillance of and photographs criminal suspects and known criminals, and their hangouts and places of business in order to provide photographic information, evidence of illegal activity, and intelligence data.

…Monitors and investigates organized criminal activities and conducts special investigations in order to obtain criminal intelligence and assist out of state law enforcement authorities.

…Performs special investigator assignments in order to facilitate the attainment of Maine Drug Enforcement Agency and MDEA goals and objectives.

**KNOWLEDGES, SKILLS, AND ABILITIES REQUIRED:** *(These are required to successfully perform the work assigned).*

…Knowledge of the laws, rules, and regulations applicable to and enforced by the Maine Drug Enforcement Agency.

…Knowledge of state-of-the-art criminology, intelligence, computer technology, and forensic science.

…Knowledge of state-of-the-art criminal investigatory methods and techniques.

…Knowledge of Maine Drug Enforcement Agency policies and standard operating procedures.

…Knowledge of state-of-the-art criminology, intelligence, computer technology, and forensic science.

…Knowledge of state-of-the-art criminal investigator methods and techniques.

…Ability to deal tactfully and authoritatively with the public.

…Ability to work irregular hours.

…Ability to work under stressful conditions.

…Ability to establish and maintain effective working relationships.

…Ability to conduct in-depth interviews and investigations, ascertain facts, and form logical conclusions.

…Ability to testify in court.

…Ability to employ a wide variety of law enforcement methods and techniques in resolving complex and highly sensitive homicides and violent crimes.
…Ability to oversee and process crime scenes.

…Ability to use firearms, operate communications equipment, and drive motor vehicles.

…Ability to write concise and detailed reports.

…Ability to work independently.

RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** $XX,XXX.XX plus overtime and employer paid benefits

2. **INVOICES AND PAYMENTS** The MDEA will pay the Department as follows:
   
a. Commencing on the pay period nearest January 4th, 2016 the Department’s officer shall be compensated at a rate of $XX.XX per hour.

b. On a monthly basis, the Department shall invoice to the MDEA its direct costs of assigning its officer as a Task Force Investigative Agent.

Invoices for payment shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation to include copies of the officer’s MDEA Time Record and any MDEA Form 101 (Overtime Authorization). No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

   A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.

   B. All invoices must include the vendor’s Federal ID Number.

   C. All invoices must include an Invoice Number.

Payments are subject to the Department's compliance with all items set forth in this Agreement and subject to the availability of funds. The MDEA will process approved payments within 30 days.

3. **MDEA’S REPRESENTATIVE** The Agreement Administrator shall be the MDEA's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the MDEA when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Department, subject to the approval of the Commissioner of the MDEA.

4. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Department shall be submitted to:

   Name: Roy E. McKinney
   Title: MDEA Director
   Address: 166 State House Station
             Augusta, ME 04333-0166

who is designated as the Agreement Administrator on behalf of the MDEA for this Agreement, except where specified otherwise in this Agreement.
5. **CHANGES IN THE WORK** The MDEA may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties. Said amendment must be effective prior to execution of the work.

6. **ACCESS TO RECORDS** The Department shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Department shall allow inspection of pertinent documents by the MDEA or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

7. **TERMINATION** This agreement may be terminated upon ten days’ written notice by either the MDEA or the Department, but, in the absence of such notice, will terminate on the Termination Date indicated above. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

8. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Department consents to personal jurisdiction in the State of Maine.

9. **NOTICE OF CLAIMS** The Department shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under this Agreement. The MDEA shall give the Department Representative immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under this Agreement.

10. **LIABILITY INSURANCE** The Department understands that the MDEA does keep in force a police professional liability policy that includes the activity to be covered by this Agreement, and the Attorney General’s Office represents the Department’s officer in any legal action or suit filed related in any way to the Department’s officer acting as a MDEA Task Force Investigative Agent as set forth in this Agreement.

11. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

13. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

14. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its
rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDERS C

EXCEPTIONS TO RIDER B

None

RIDERS D

1. The Department understands that while its officer is assigned to the MDEA, the Department will maintain the officer’s employment and training records pursuant to Title 25 section 2805-B.
2. The Department understands and agrees that the relationship between its officer and the MDEA is not that of employer-employee and that the MDEA has no employer rights against the officer and the officer has no employee rights against the MDEA. All issues of complaints and grievances are governed by MDEA’s “Discontinuance, Discipline and Complaints of Agency Investigative Personnel” policy.
3. The Department understands and agrees that while its officer is assigned to the MDEA, that the Department shall place the officer in a temporary assignment status. A Task Force Agent reports directly to a MDEA Task Force Supervisor, notwithstanding any existing command structure of that assigned officer. The Department’s officer shall adhere to all MDEA policies and procedures. Failure to adhere to the MDEA policies and procedures shall be grounds for dismissal from the MDEA. Any inconsistency between the policies and procedures of the Department and the MDEA shall be resolved by the agreement between the Department’s Chief of Police and the MDEA Director.
4. The Department understands and agrees that while its officer is assigned to the MDEA, that officer shall be governed by the employment agreement between the Department and the officer. Notwithstanding any other provision of law, the officer retains and continues to accrue seniority and retirement rights and benefits for the time in which the officer serves as a Task Force Investigative Agent.

VII. CONSENT AGENDA

Councilor Doyle moved, Councilor Roche seconded to approve consent agenda items #A and B as follows:

A. Confirmation of Shoreline Commission Reappointments - Be it ordered that the City Council confirm the following appointments: The appointment of Faye Casey, Richard Milliard, and Pauline Kane for three-year terms – to expire December 31, 2018; The appointment of Philip Blood, Gilles Lauzon, and Mark Sladen for two-year terms- to expire December 31, 2017.; The appointment of Dean Coniaris, Peter Marks, and George Roth for one-year terms- to expire December 31, 2016. Further move to approve the order.
B. Confirmation of Zoning Board of Appeals Reappointment - Be it ordered that the City Council confirm the Mayor’s reappointment of George Chase, to the Zoning Board of Appeals, for a 5-year term to expire December 31, 2021. Further move to approve the order.

The motion passed with six (6) yeas.

VIII. EXECUTIVE SESSION

Councilor Doyle moved, Councilor Gay seconded “Be it Ordered that the City Council, Pursuant to [M.R.S.A. Chapter 18, Subchapter 1, §405 (6)] move to enter into Executive Session to discuss: (D) Labor Contract Negotiations for Resource Recovery Division-Teamsters Local 340. The motion passed with unanimous consent.

TIME: 8:22 p.m.
IX. REPORT FROM EXECUTIVE SESSION

Councilor Gay moved, Councilor Minthorn seconded to move from the Executive Session. The motion passed with six (6) yeas. TIME: 8:35 p.m.

Deputy Mayor Precourt conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Roger Gay, William Doyle, Kevin Roche, Alan Minthorn, Eric Cote and Nathan Johnston.

Councilor Doyle moved, Councilor Gay seconded The City Council hereby ordains and approved the “Agreement between the City of Saco and Water Resource Recovery Division-Teamsters Local 340, July 1, 2015 through June 30, 2018 and further authorizes the City Administrator to execute the Agreement. The motion passed with six (6) yeas.

X. ADJOURNMENT

Councilor Doyle moved, Councilor Minthorn seconded to adjourn the meeting. The motion passed with unanimous consent. Time: 8:35 p.m.

Attest:________________________________  Michele L. Hughes, City Clerk