I. CALL TO ORDER – On Tuesday, January 2, 2018 at 6:30 p.m. a Council Meeting was held in the City Hall Auditorium.

II. RECOGNITION OF MEMBERS PRESENT – Mayor Marston Lovell recognized the members of the Council and determined that the Councilors present constituted a quorum. Councilors present: Marshall Archer, Roger Gay, William Doyle, Lynn Copeland, Alan Minthorn, Micah Smart and Nathan Johnston. City Administrator Kevin Sutherland and City Clerk Michele Hughes were also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL
➢ Mayor Lovell & City Council wished everyone a happy and successful 2018.
➢ Mayor Lovell noted that the Saco Historic Preservation Commission in conjunction with the Biddeford Historic Preservation Commission will have a presentation on historic restoration on Thursday, January 11, 2018 between the hours of 6 – 8 p.m. at the McArthur Library.

V. PUBLIC COMMENT
➢ Kelley Archer, 185 Bradley Street - Chair of the Historic Preservation Commission – Next week at our 3rd lecture in our 7-part lecture series will be Julie Ann Leary of the Greater Portland Landmarks who will be the speaker. We will learn allot about how to repurpose and readapt old buildings here in Saco. I also have just a comment in regards to 184 Simpson Road. The Historic Preservation Commission recognizes that they do have a 1784 historic home and farm house and we do recognize that it does have an 1840 barn and out buildings. We have never seen it but were welcomed to go visit it. This is not in the historic district. It is not a historic landmark and it is not a historic site. So, we do not have any concern about this particular property except for the old buildings. We want to thank you for putting this contract zone together that references the CZA part 5 (A-4) which is in regards to our ordinance Chapter 230 section 414-C-10 (A,B,F,G, H, I, J and K) Which say that it is going to preserve and maintain for all times thereafter language in your contract zone. We do appreciate that those historic resources will be preserved.

VI. CONSENT AGENDA
Correction to the Minutes – Councilor Archer noted that there was a typo on page 5. It lists Mayor Michaud and it should read Mayor Lovell.

Mayor Lovell noted that there was a typo on the agenda. In the heading it lists the year as 2017.

Councilor Minthorn moved, Councilor Smart seconded to approve the consent agenda items #A and #B with the correction to the minutes as noted above:
A. MINUTES - Be it Ordered that the City Council approve the Minutes for December 11, 2017;
B. APPLICATION FOR A SOLID WASTE PERMIT – CASELLA D/B/A PINE TREE WASTE SERVICES & BBI WASTE INDUSTRIES – Be it Ordered that the City Council grant the renewal application for a Solid Waste Permit as submitted by Casella d/b/a Pine Tree Waste Services & BBI Waste Industries. Further move to approve the Order.

The motion passed with seven (7) yeas.

VII. AGENDA
A. CONFIRM THE APPOINTMENT OF RYAN A. SOMMER AS DIRECTOR OF PARKS AND RECREATION

According to Section 3.04 Powers and Duties of the City Administrator: A. He shall appoint..., subject to consultation with the Mayor and confirmation by the City Council, all department heads provided by or under this Charter.
Councilor Copeland moved, Councilor Johnston seconded “Be it ordered that the City Council confirm the appointment of Ryan A. Sommer as Director of Parks and Recreation”. The motion passed with seven (7) yeas. Further move to approve the order.

B. SALES OF MILL BROOK BUSINESS PARK LOT #3 TO BAHAM LLC.

In mid November of 2017 the City of Saco received an offer for the purchase of lot #3 (10 Mill Brook Road) in the Mill Brook Business Park. The City Code grants the Economic Development Commission (EDC) authority to sell property in the park if it is for an amount at or above 80% of the Council established listed price. The offer of $180,525.00 represents 87.61% of the List Price of $206,050.00.

NOTE: While the proposed sale price is above 80% of the List Price it appears that the current Listing Prices were not reaffirmed by the Council in the last 12 months. We will be discussing our lot pricing methodology in Executive Session with the City Council and requesting the Council’s approval of go forward prices for the remaining development lots via a separate Council Action.

The Economic Development Council met on Wednesday November 15th and unanimously recommended that the Saco City Council approve the sale of this lot to Baham, LLC for $180,525.00.

Unfortunately, the turnaround time for the issuance of corporate organization documents from the Maine Secretary of State is currently longer than the typical five (5) to ten (10) business days. Therefore, we are revising the request to ask the Council to: 1.) allow the principal of the to be formed Baham, LLC entity, Mr. David B. Smaha, to purchase the lot in his name; and 2.) upon the issuance of the appropriate corporate formation documentation form the Maine Secretary of State to allow the City Administrator to assign the Purchase and Sale Agreement to Baham, LLC. A draft copy of the revised Purchase and Sale Agreement is attached.

Mr. Smaha and his development team plan to build three flex buildings on the site to be known as “Ten Mill Brook Business Center” with up to sixteen rental/condo* units ranging in size from 1,494 sq. ft. to 1,957 sq. ft., although units could be combined to create a larger space for an individual user. The total square footage as proposed is 25,906 sq. ft. with 67 parking spaces. The spaces will be rented / sold to businesses that fit the allowed use parameters for the Industrial -3 Zone, a copy of those uses is included with this item commentary packet. The developers understand the need to conform to all Park covenants including total minimum employment levels (10+ employees) for the property. No Credit Enhancement has been requested.

NOTE: The City Planner has clarified with the Maine Municipal Association that the condominium-ization of the proposed commercial buildings does not create a subdivision.

This item was recommended for approval by the City’s Economic Development Commission on November 15, 2017 and discussed in Council Workshop on December 14, 2017.

Councilor Doyle moved, Councilor Minthorn seconded “Be it ordered that the City Council authorize the City Administrator to sign the contract for the sale of commercial real estate for lot #3 in the Mill Brook Business Park with Mr. David B. Smaha; and upon the issuance of the appropriate corporate formation documentation form the Maine Secretary of State to allow the City Administrator to assign the Purchase and Sale Agreement to Baham, LLC”. Further move to approve the Order.

For the Record: In the background, 2nd paragraph it says the “Economic Development Council met on Wednesday November 15th” and is should read the “Economic Development Commission met on Wednesday November 15th”.

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

PURCHASE AND SALE AGREEMENT

NOW COME the parties, CITY OF SACO (hereinafter “The City” or “Seller”) a municipal corporation, 300 Main Street, Saco, Maine and owner of certain real property in said City (the “Premises”) and David B. Smaha with a principal office at: 40 Ashley Lane Portland, Maine 04103 (“Buyer”) who agree as follows:
WITNESSETH:

1. **Agreement.** The City owns certain land comprising Lot 3 in its Mill Brook Business Park, comprising 3.72 acres of land, more or less, as shown on a certain Subdivision Plan for said Industrial Park as recorded in the York County Registry of Deeds, (see Plan Book 297, Page 42, as amended in Plan Book 378, Page 1 and in Book 391, Page 35) which the City agrees to sell and which Buyer agrees to buy for certain terms as set forth below.

2. **Financial Terms.**
   
The Buyer agrees to pay the City One Hundred Eighty Thousand Five Hundred Twenty Five and 00/100 U. S. Dollars ($180,525.00)
   
   A. Five Thousand Dollars ($5,000.00) due upon execution of this Purchase and Sale as “earnest money” (money to be held by City’s Attorney); and
   
   B. The remainder of One Hundred Seventy Five Thousand Five Hundred Twenty Five and 00/100 U. S. Dollars due at closing.

3. **Personal Property/Fixtures.** This property is raw land, sold as is, where is, and without improvements thereon, and without warranty or guaranty as to fitness for use or future marketability.

4. **Earnest Money.** Prescott Jamieson Murphy Law Group, Seller’s Counsel, will hold the earnest money in its Attorney Trust Account subject to additional terms below. Said funds will be held in the firms “IOLTA” account subject to the terms and conditions regulating the same.

5. **Deed.** The City shall prepare and deliver the property by Quitclaim Deed. The City shall also prepare the Real Estate Transfer Tax Form for closing. The property shall be delivered free and clear of encumbrances except conditions, easements and restrictions of record which do not adversely affect title. The property shall be sold and conveyed strictly on an “as is”, “where is” and “with all defects” basis, without any express or implied representations, warranties or covenants of any kind whatsoever regarding condition (structural, environmental, mechanical or otherwise), past or present use, construction, development potential, future marketability, lease performance, investment potential, tax ramifications or consequences, income potential, compliance with law, habitability, tenancies, merchantability and fitness or suitability for any purpose.

6. **Possession/Occupancy.** Closing shall occur on or before January 31, 2018. Upon closing, Buyer shall be entitled to immediate occupancy of the property.

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

8. **Inspection.** The Buyer shall have sixty (60) days following the execution of this Purchase and Sale Agreement to conduct any inspections it desires. It may access the Premises during this time period to conduct such inspections, including limited test borings, but it will restore the Premises to the condition found after any inspections or work. In the event that an adverse condition regarding the premises to be sold is found by Buyer, including environmental contamination, which impairs or limits the value or use of the Premises, then Buyer must share its results and findings with the City. The City shall have 10 days to review Buyer’s findings and determine what action it wishes to take. Seller may either elect to remedy the condition at its cost, or it will notify Buyer that it opts not to remedy the condition, and it will offer back the Buyer’s earnest money. Buyer may then choose to: 1) close notwithstanding the condition or defect, or 2) request the refund of its earnest money and terminate the Agreement, or 3) it may, at its cost, conduct further analysis including a so-called “Phase II” environmental review, to confirm the nature and extent of the condition. Again, results of any further review must be shared with the Seller. Buyer shall have 30 additional days to complete Option 3. Buyer shall thereupon choose to close notwithstanding the condition, or it may terminate the Agreement and receive its earnest money back. The Buyer is encouraged to seek the assistance of professionals regarding any inspections, and any specific issues of concern.
9. **Survival of Terms.** All of the terms and conditions of this Purchase and Sale shall survive the closing.

10. **Heirs, Successors and Assigns.** The Buyer is in the process of establishing a Limited Liability Corporation to be named, Baha, LLC to own and develop this property. It is understood and agreed that this Agreement may be assigned to Baha, LLC once the appropriate organization documents for that entity have been issued by the Maine Secretary of State. Further, this Agreement may be assigned upon written consent of the City, which consent will not be unreasonably conditioned or withheld. The obligations herein shall extend to and bind each Parties heirs, personal representatives, officers, successors, and assigns.

11. **Governing Law.** This Purchase and Sale is a Maine contract, and shall be governed by the laws of the State of Maine. Any dispute involving or arising out of this contract shall be settled by binding mediation in Saco or Portland, Maine by using a mediator jointly selected and paid for by the Parties. Each Party will be responsible for its own attorney’s fees, and such fees may not be a part of any mediation decision.

12. **Pro-Rataion of Taxes, etc.** There are no real estate taxes due at closing. Each party, however, is responsible for its share of any transfer taxes arising from this sale.

13. **Default.** In the event of default by the Buyer, the City may retain the earnest money as remedy. In the event of default by the City, the Buyer may employ all legal and equitable remedies including specific performance.

14. **Other Conditions:**

   A. The lots for sale in Mill Brook Business Park, including Lot 3 here, are encumbered by certain covenants and restrictions including certain environmental covenants which have been recorded with the subdivision plan. Said restrictions shall apply throughout the Industrial Park uniformly to all lots in the Mill Brook Business Park, including Lot 3.

   B. Buyer obtaining by February 28, 2018 all required federal, state and local governmental approvals or permits needed to allow the construction of a twenty five thousand (25,000) square foot or greater, building on the subject lot.

   C. Approval by the City of Saco Economic Development Commission and the Saco City Council to sell the lot for the proposed sales price set out in Section 2 above.

   D. **FINANCING:** Notwithstanding anything to the contrary contained in this Contract, Buyer’s obligation to close hereunder is conditioned upon Buyer providing, within 45 days after its execution, adequate assurances of sufficient financial resources to complete the purchase. Buyer shall also provide a written commitment from a lender for a mortgage loan of not less than eighty percent (80%) of the total estimated project costs at an initial interest rate not to exceed five percent (5%) per annum, amortized over a period of not less than twenty (20) years. In the event the Buyer is unable to obtain a borrowing Commitment within 45 days and Buyer notifies Seller thereof by end of the 45th day, then Escrow Agent shall immediately return the earnest money to Buyer; this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Buyer’s obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price. In the event the Commitment shall lapse, be terminated and/or withdrawn by Buyer’s lender for any reason (other than at the request of Buyer) at any time prior to the Closing Date, Buyer shall within three (3) days of its receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification either Party may elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Buyer and neither party
shall have any further obligation under this Contract. If Buyer does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Buyer shall be in default of this Contract and its earnest money shall be paid over to the Seller.

E. As a condition of closing, there shall be no material change in the condition of the premises following execution of this Agreement through the date of closing. Buyer shall be entitled to inspect the premises the day of closing to confirm this condition. Any alterations in condition caused by work or inspections undertaken by Buyer subject to Section 8 above shall not be treated or deemed a “material change”, and shall not entitle Buyer to rescind this Agreement.

16. **Environmental Hazards.** The City warrants it has no notice, actual or implied, and is unaware of any environmental contaminates or hazards on or below the surface of the subject Premises (Lot 3), and that it has not caused, permitted or suffered the storage and/or disposal of hazardous materials or waste on the Premises (Lot 3) during any time it has owned the Premises.

17. **Time.** This offer is valid through January 10, 2018. If Buyer has not agreed to and executed this offer by that date, the City will re-market the subject lot for sale to other parties. The “date” of this Contract will be the date signed by the City of Saco regardless of when executed by the Buyer.

18. **Local Permitting.** Buyer acknowledges that the City cannot promise or guarantee the granting of any required local plan permits, licenses, or other approvals by its local regulatory bodies including but not limited to its City Council, its Economic Development Commission, its Planning Board, its Zoning Board of Appeals and its Historic Preservation Commission.

**BUYER**

**DAVID B. SMAHA**  
Print Name

_________________________  DATE: ______________________

David B. Smaha

Tax ID# ____________________

**SELLER:**  
CITY OF SACO

_________________________  DATE: ______________________

Kevin L. Sutherland  
It’s City Administrator
C. CONTRACT ZONE AMENDMENT AND EXTENSION – 184 SIMPSON ROAD – (FIRST READING)

Applicant “The Ecology School” requests consideration of an extension to the contract zone approval granted on Feb. 1, 2016 that would allow an ecology education school to be established at 184 Simpson Road. The contract zone agreement as approved would expire two years after approval if site plan review has not yet been granted by the Planning Board.

Since the 2016 approval, the applicant has laid some groundwork for pursuing the contract zone: the property, known as River Bend Farm while owned by members of the Merrill family, is subject to a conservation easement, which was recently transferred from the Saco Valley Land Trust to the Maine Farmland Trust. And, the applicant closed on the purchase of the property on Nov. 21, 2017. Their next step after seeking the approval extension is to submit the site plan application for Planning Board review.

Details addressed in the contract zone agreement include the fact that 95 acres of the 105 acre parcel are subject to a conservation easement; the school would serve up to 120 weekly participants and approximately 10 seasonal staff; the school could include two dormitory buildings, each up to 9,000 s.f. 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 s.f. Existing buildings would be used for office, classroom, and meeting space.

Councilor Archer moved, Councilor Doyle seconded “The City Council hereby approves the first reading of the amended contract zone document entitled “Contract Zone Agreement By and Between The Ecology School and the City of Saco” dated January 19, 2016, that it be amended to allow the Applicant two 1-year extensions from the expiration date of Feb. 1, 2018 to receive site plan approval from the Planning Board, to approve the requested one-year extension to Feb. 1, 2019, and further move to set the Public Hearing for January 16th, 2018.”

Councilor Gay – Handed out a paper with questions for “The Ecology School” and Councilor Archer read the questions into the record as follows:

1) How will the staff improve oversight of contract zones to ensure that restrictions are honored? Should this task be completed before giving an extension to this complex contract?
2) Does the replacement of Maine Farmland Trust for Saco Valley Land Trust in the contract require that the proposal returns to the Planning Board?
3) Is the request for two extensions unusual? Can staff identify other contract zone agreements in the city that feature such long-time extensions?
4) Is it prudent and fitting to apply the Downtown Development District rules to this project on Simpson Road?
5) In the documents provided by the Planning Board, and used as the basis of discussion and decision making for the original contract zone approval, only the first half of section 1403-1 – Purpose of contract zoning was provided, thus giving no weight to considerations of neighbor issues and concerns. How does the council plan to rectify that oversight?
6) Should this council reconsider whether buildings totaling up to 25,000 s.q. ft. and housing up to 120 overnight students, chaperones, staff and possibly farmworkers constitutes “Large scale residential development”?

Mayor Lovell called for a vote on the motion. The motion passed with six (6) yeas and one (1) nay – Councilor Gay.

Contract Zone Agreement between
The Ecology School and the City of Saco
February 1, 2016
Proposed Amendment, December 18, 2017

THE CITY OF SACO HEREBY ORDAINS:

I. Definitions:

A. The Ecology School
i. A 501c3 educational nonprofit organization incorporated in December 1998 in Saco, Maine. The mission of the school is to foster stewardship for the earth by reimagining education through the science of ecology and the practice of sustainability. The school’s programs bring a rigorous, field-based ecology education curriculum to students, teachers and other program participants through residential programs, multi-year and day program field trips, teacher workshops and vacation programs for kids. The School’s programs provide a hands-on outdoor learning experience and the curriculum serves a growing need to provide authentic science and sustainability experiences to students in natural surroundings including varied ecosystems and farmland.

B. The City of Saco
   i. The Inhabitants of the City of Saco, within the corporate limits as now established or as hereafter established in the manner provided by law, shall continue to be a municipal corporation by the name of the “City of Saco,” as initially incorporated in the State of Maine and County of York on February 18, 1867.

C. Saco Valley Land Trust Maine Farmland Trust
   i. A 501c(3) nonprofit, chartered to hold conservation easements and own land, as well as to promote the concepts of value of preservation of open spaces to wildlife, water quality and quality of place for southern Maine residents.

II. 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 Ecology Education, Inc., a Maine non-profit corporation with a mailing address of 8 Morris Avenue, Saco, Maine as reflected in a deed recorded in Book 17609 Page 484 at the York County Registry of Deeds. 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).

   The Property is subject to a Conservation Easement held by the Maine Farmland Trust as reflected in the Amended and Restated Grant of Conservation Easement recorded in Book 17609, Page 452 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 Maine Farmland Trust conservation easement for farming, education, research and recreation purposes only. The remaining approximately 8.75+/- 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 to be permitted hereunder will be based on the lowest ecological footprint possible (including parking) but may 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 existing farm buildings will be maintained and would be used for farming & education purposes, office & meeting space and housing.

H. 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 V(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 Applicant hereby makes 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.

L. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant. Accordingly, this contract and the contract zone it creates shall not be transferable without approval of the City Council.

M. Delivery of services/supplies shall occur between the hours of 8AM and 8PM.

N. The Applicant shall not permit, authorize or allow parking on Simpson Road nor on the property of neighbors.

O. To the extent that the Applicant retains any perimeter fencing, said fencing shall be either maintained or removed.

P. The Ecology School, as part of its curriculum and educational programming, shall commit to supporting the Saco School system, in perpetuity, with at least 66% of all yearly program tuition for school year academic programs that are provided upon mutual agreement between the Saco Schools and The Ecology School. If the Ecology School program is unable to provide support at the 66% level, the value of the overall program is below $40,000, or the Saco School system is no longer able to participate, the Ecology School will make an annual contribution of $20,000 to the City of Saco.

Q. A majority (51% or more) of all construction work to be done as part of the Applicant’s final and approved development will be done by Maine contractors and tradesmen.

R. The applicant shall submit evidence of financial capacity and technical ability as part of its site plan review application.

III. 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 Propert
B. New Structures. Notwithstanding the requirements in Table 412-1 of the Zoning Ordinance, the Property shall contain no more than two dormitories of up to nine thousand (9,000) square feet of Floor Area and no more than a 4,500 square foot Footprint each and height no more than thirty-five (35) feet from the highest point of the property and up to three stories in size which will be used to house up to 120 students. Also, a building of up to seven-thousand square feet of Floor Area and no more than a 7,000 square foot Footprint which will be used as a dining hall, kitchen, and classroom. Also, accessory buildings as may be needed to support the School’s mission, subject to site plan review by the Planning Board. These new structures will be built within the approximately 8.75 acre parcel designated at the “Residential/Farm Area” as permitted by the conservation easement, and shall meet all other applicable requirements found in Table 412-1 of the Zoning Ordinance.

C. Existing Agricultural Buildings. Notwithstanding Section 726 of the Zoning Ordinance, the existing agricultural buildings will be reused for residential and nonresidential purposes to support the School’s mission, including for farming, education, office, meeting space and housing purposes. The existing farm structures shall be preserved and maintained as part of the School going forward.

IV. **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 by the City that any change in use required by the Planning Board constitutes a significant change in undertakings described in this contract zone, then the Applicant shall also be required to obtain subsequent and additional City Council approval of the change.

C. Upon approval of this contract by the City Council, the Applicant shall submit materials required for site plan review to the Planning Office. Failure of the Applicant 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 the Applicant is not able to meet this requirement due to unforeseen events, but continues to make documented progress toward establishing an ecology education school as contemplated by this Agreement, then the Council may approve a one year extension of this Agreement, if requested in writing prior to the original two year expiration date. A second one year extension may also be requested in a like manner and granted, with the approval of 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 Applicant shall constitute a breach of the contract, and the Applicant 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
V. **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 November 10, 2015, and the Saco City Council on February 1, 2016, and amended by the City Council on ________, 2018, 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. In comparison to other land parcels in the coastal York County area, the River Bend Farm property is an unusually large and ecologically diverse 105 acre farm with a mix of woods, fields, ponds and intervals. In addition, the parcel has almost a half-mile of frontage along the Saco River.

2. River Bend Farm is also unique and unusual in that approximately 96 acres of the property are subject to a conservation easement held by the Saco Valley Maine Farmland Land Trust. This land is also partially located in the Resource Protection Zone of the Saco River Corridor, which contains numerous and additional restrictions on the use and development of the land.

3. The City is of the opinion that non-commercial, architecturally appropriate development is allowed under the conservation easement on the approximate 8.75 acres of the property. In addition, River Bend Farm in its entirety is ideally suited for educational, outdoor ecology and agricultural activities for children and provides a singularly unique location to engage both children and adults with conservation, farming and sustainability.

4. The property contains historic farm buildings including a 1794 farmhouse and 1840’s barn which The Ecology School will preserve and maintain for all times hereafter. The parcel also abuts the historic Stackpole Bridge, and thus provides additional educational opportunities for program participants.

5. The unique combination of conserved and limited-development land along with historic farm buildings on a large and beautiful parcel with accessible river frontage, makes the property unique not only in Saco but in the whole of Southern Maine, and well suited as a location for a School committed to stewardship and educational programming regarding our environment.

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.

VI. 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 ________, 2018.

WITNESS:                      CITY OF SACO

____________________________   ______________________________
name of witness                 Kevin L. Sutherland
                               City Administrator

WITNESS:                      THE ECOLOGY SCHOOL

____________________________   ______________________________
name of witness                 Andrew J. Dumsch
                               Executive Director
C. ACCEPTANCE OF JOANNA DRIVE, MORRILL ESTATES SUBDIVISION

At the request of developer Dearborn Family, LLC, the City Council is asked to accept Joanna Drive, found in the Morrill Estates subdivision, off McKenney Road, as a public way. The project was approved by the Planning Board on August 18, 2015: a nine lot subdivision at the corner of McKenney and Grant roads.

The street is approximately 725 feet in length. Also considered for acceptance are a stormwater detention pond and a 10,000 gallon fire cistern. Six of the lots have been developed or are in the process of being completed. Record drawings have been reviewed by the City Engineer. The City Attorney has reviewed the metes and bounds calls, found them acceptable, and drafted the attached warranty deed and easements document.

The Planning Board considered this request at its November 7th meeting, and recommends acceptance.

Councilor Gay moved, Councilor Minthorn seconded to move pursuant to 23 MRSA Section 3025, to accept the dedication made by Dearborn Family, LLC of title in fee simple of the Joanna Drive right of way, a parcel of land bounded and described and titled in a Warranty Deed dated November 7, 2017, and associated infrastructure described in a document titled “Suggested Easement Descriptions to City of Saco, Morrill Estates Subdivision, McKenney Road, Saco, Maine,” dated November 7, 2017.” The motion passed with seven (7) yeas.

RELEASE DEED

NOW COMES DEARBORN FAMILY, LLC, a Maine Limited Liability Company with a principal address of 999 Narragansett Trail, Buxton, Maine, and herein releases to the CITY OF SACO, a Municipal Corporation, 300 Main Street, Saco, Maine, all of Grantor’s right, title and interest in and to a certain parcel of land and right of way shown as “Joanna Drive” said parcel off McKenney Road in Saco, and said parcel shown on a subdivision plan titled “Final Plan, Morrill Estates Subdivision McKenney Road, Saco, Maine” dated February 2015, revised July 30, 2015 by Berry Huff McDonald Milligan, Inc and recorded in the York County Registry of Deeds in Plan Book 378, Page 36, said right of way more particularly bounded and described as follows:

Beginning at a granite monument to be set on the southwesterly sideline of said McKenney Road at the northwesterly corner of Lot #8 as shown on aforesaid plan;

thence in a general westerly direction along said Lot #8 and along a circular curve to the left, circumscribed by a radius of 20.00, an arc length of 27.21 feet to a granite monument to be set;

said granite monument to be set being S 74°-09’-20” W a tie distance of 25.16 feet from said previous granite monument to be set;

thence S 35°-11’-18” W along said Lot #8 a distance of 333.88 feet to a granite monument to be set and Lot #7;

thence in a general southwesterly direction along said Lot #7 and along a circular curve to the left, circumscribed by a radius of 225.00 feet, an arc length of 87.66 feet to a granite monument to be set; said granite monument to be set being S 24°-01’-37” W a tie distance of 87.11 feet from said previous granite monument to be set;

thence S 12°-51’-56” W along said Lot #7 a distance of 191.63 feet to a granite monument to be set;

thence in a general southeasterly direction along said Lot #7 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set; said granite monument to be set being S 32°-08’-04” E a tie distance of 28.28 feet from said previous granite monument to be set;

thence S 77°-08’-04” E along said Lot #7 a distance of 30.00 feet to a granite monument to be set and Lot #6;
thence S 12°-51'-56" W along said Lot #6 a distance of 50.00 feet to a granite monument to be set;

thence N 77°-08'-04" W along said Lot #6 a distance of 30.00 feet to a granite monument to be set;

thence in a general southwesterly direction along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set; said granite monument to be set being S 57°-51'-56" W a tie distance of 28.28 feet from said previous granite monument to be set;

thence S 12°-51'-56" W along said Lot #6 a distance of 30.00 feet to a granite monument to be set and Lot #5;

thence N 77°-08'-04" W along said Lot #6 a distance of 50.00 feet to a granite monument to be set;

thence N 12°-51'-56" E along said Lot #5 and along Lot #4 a distance of 311.63 feet to a granite monument to be set;

thence in a general northeasterly direction along said Lot #4 and Lot #3 and along a circular curve to the right, circumscribed by a radius of 275.00 feet, an arc length of 107.14 feet to a granite monument to be set; said granite monument to be set being N 24°-01'-37" E a tie distance of 106.46 feet from said previous granite monument to be set;

thence N 35°-11'-18" E along said Lot #3 a distance of 314.56 feet to a granite monument to be set;

thence in a general northerly direction along said Lot #3 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 35.68 feet to a granite monument to be set and the southwesterly sideline of said McKenney Road; said granite monument to be set being N 15°-54'-57" W a tie distance of 31.13 feet from said previous granite monument to be set;

thence S 67°-01'-17" E along the southwesterly sideline of said McKenney Road a distance of 32.87 feet to a point;

thence S 66°-52'-35" E along the southwesterly sideline of said McKenney Road a distance of 59.23 feet to the point of beginning.

The above described Joanna Drive encompasses 40,549 s.f. All bearings refer to Grid North (NAD 83).

MEANING AND INTENDING to transfer all of Grantor’s right, title, and interest in and to Joanna Drive to Grantee for its use as a public way of the City of Saco.

To Have and To Hold, with all the benefits and privileges appurtenant thereto, for itself and its successors, now and forever.

Dated at Buxton, Maine this 8th day of December, 2017.

WITNESS:

DEARBORN FAMILY, LLC.

Its Member/Manager

Print Name

STATE OF MAINE

YORK, ss.

Then personally appeared before me Kristi Dearborn, Member/Manager of DEARBORN FAMILY, LLC, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said DEARBORN FAMILY, LLC.

Printed Name: Danielle Dearborn-Ruffino
My Commission Expires: 7-8-18

Notary Public/Maine Attorney-at-Law

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EASEMENTS

NOW COMES the DEARBORN FAMILY, LLC, a Maine Limited Liability Company with a principal address of 999 Narragansett Trail, Buxton, Maine which herein transfers and conveys to the CITY OF SACO, a Municipal Corporation, 300 Main Street, Saco, Maine, perpetual easements burdening Grantor’s land, said parcels and said easements more particularly described as follows:

A drainage easement to flow surface and subsurface waters that begins at a capped iron rod to be set (PLS #2190) on the westerly sideline of said Joanna Drive at the southeasterly corner of Lot #4 and the northeasterly corner of Lot #5 as shown on aforesaid plan:

thence S 12°-51'-56” W along the westerly sideline of said Joanna Drive a distance of 25.00 feet to a point;

thence N 76°-58'-50” W across said Lot #5 a distance of 115.66 feet to a point;

thence S 12°-51'-56” W across said Lot #5 a distance of 157.98 feet to a point and land now or formerly of Colleen & Keith LeHigh;

thence N 53°-47'-03” W along the land of said LeHigh a distance of 89.60 feet to a 5/8” iron rod found;

thence S 35°-03'-29” W along the land of said LeHigh and along land now or formerly of Cynthia and Stephen Folland a distance of 355.73 feet to a capped iron rod found (PLS #1155) and land now or formerly of the City of Saco;

thence N 55°-27'-50” W along the land of the City of Saco a distance of 544.22 feet to a capped iron rod found (PLS #1155) and land now or formerly of Dana & Helen Weeman;

thence N 35°-11'-18” E along the land of said Weeman a distance of 681.09 feet to a point;

thence S 67°-01'-17” E across Lot #1, Lot #2 and Lot #3 a distance of 471.01 feet to a point;

thence S 12°-51'-56” W across Lot #3 and Lot #4 a distance of 271.46 feet to a point and Lot #5;

thence S 76°-58'-50” E along said Lot #5 a distance of 115.66 feet to the point of beginning.

The above described drainage easement encompasses 403,951 s.f. (9.27 acres), all as shown on a subdivision plan titled “Final Plan, Morrill Estates Subdivision McKenney Road, Saco, Maine” dated February 2015, revised July 30, 2015 by Berry Huff McDonald Milligan, Inc and recorded in the York County Registry of Deeds in Plan Book 378, Page 36. All bearings refer to grid north.

Also, conveying to the City of Saco a certain 30’x 50’ easement to install, use, maintain and repair an underground fire fighting water tank and associated fixtures, together with a right of entry to the easement on foot or in vehicles with all men, equipment and/or machinery necessary or reasonably required to accomplish the purposes of this easement, said easement over, on, across and under a certain portion of Lot #3, all as shown on the aforesaid plan for a more particular description.

Also, conveying to the City of Saco a right to flow surface and subsurface waters over and through two 10 foot wide drainage easements located along the westerly and easterly side said Joanna Drive, and to construct, use, maintain and repair drainage structures and piping therein, together with a right of entry on foot or in vehicles for all men, machinery and equipment necessary or reasonably required to accomplish the purposes of this easement, said easement over, on, across and under a certain portion of Lot #3, Lot #4, Lot #7 and Lot #8 and shown on the aforesaid plan for a more particular description.

Also, conveying to the City of Saco a right to flow surface and subsurface waters over and through a certain 30 foot wide drainage easement located on the southerly portion of Lot #7, and to construct, use, maintain and repair drainage structures and piping therein, together with a right of entry on foot or in vehicles with all the men, machinery and equipment necessary or reasonably required to accomplish the purposes of this easement, said easement over, on, across and under a certain portion of Lot #7 and shown on the aforesaid plan for a more particular description.
Also, conveying to the City of Saco a certain 25 foot wide access easement across the easterly portion of Lot #9 for ingress and egress, and a right to construct, use, maintain and repair a gravel access road over, on, across and under a certain portion of Lot #9 as shown on the aforesaid plan for a more particular description.

Also, conveying to the City of Saco a right to flow surface and subsurface waters over and through a certain 50 foot wide drainage easement located along the southerly portions of Lot #8 and Lot #9, and to construct, use, maintain and repair drainage structures and piping therein, together with all the equipment necessary or reasonably required to accomplish the purposes of this easement, said easement over, on, across and under a certain portion of Lot #8 and Lot #9 as shown on aforesaid plan for a more particular description.

Also, conveying to the City of Saco a right to flow surface and subsurface waters over and through a certain drainage easement located in the northeasterly corner of Lot #7, and to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot #7 and being more particularly described as follows:

Beginning at a capped iron rod to be set (PLS #2190) on the westerly sideline of land now or formerly of Vernard Marston, Jr. and June Marston at the southeasterly corner of Lot #9 and the northeasterly corner of said Lot #7;

thence S 34°-59'-18" W along the land of said Marston a distance of 30.59 feet to a ½” iron pipe found;

thence S 35°-24'-24” W along the land of said Marston a distance of 94.41 feet to a point;

thence N 55°-00'-42” W across said Lot #7 a distance of 113.07 feet to a point;

thence N 07°-36'-34” W across said Lot #7 a distance of 169.81 feet to a capped iron rod to be set (PLS #2190) and said Lot #9;

thence S 55°-00'-42” E along said Lot #9 a distance of 228.69 feet to the point of beginning.

The above described drainage easement encompasses 21,371 s.f..

To Have and To Hold, with all the benefits and privileges appurtenant thereto, for itself and its successors and assigns, now and forever.

Dated at Buxton, Maine this 8th day of December, 2017.

WITNESS:  

DEARBORN FAMILY, LLC.

Elaine Mason

Print Name

Its Member/Manager

Print Name

STATE OF MAINE

YORK, ss.

December 8, 2017

Then personally appeared before me Kristi Dearborn, Member/Manager of DEARBORN FAMILY, LLC, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said DEARBORN FAMILY, LLC.

Before me,

Notary Public/Maine Attorney-at-Law

Printed Name: Danielle Dearborn-Ruffino

My Commission Expires: 07-8-2018
Dearborn Family LLC conveys unto the City of Saco and it’s assigns a certain drainage easement to construct, use, maintain and repair drainage structures and piping together with a right on entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain parcel of land located on the westerly sideline of Joanna Drive, so-called, in the City of Saco, County of York and State of Maine and shown on the plan titled “Final Plan, Morrill Estates Subdivision, McKenney Road, Saco, Maine” for Dearborn Family LLC, dated February 2015 as revised through 7/30/15, by Berry Huff McDonald Milligan, Inc. and recorded in the York County Registry of Deeds in Plan Book 378. Page 36, said drainage easement being more particularly described as follows:

Beginning at a capped iron rod to be set (PLS #2190) on the westerly sideline of said Joanna Drive at the southeasterly corner of Lot #4 and the northeasterly corner of Lot #5 as shown on aforesaid plan;

thence S 12°-51’-56” W along the westerly sideline of said Joanna Drive a distance of 25.00 feet to a point;

thence N 76°-58’-50” W across said Lot #5 a distance of 115.66 feet to a point;

thence S 12°-51’-56” W across said Lot #5 a distance of 157.98 feet to a point and land now or formerly of Colleen & Keith LeHigh;

thence N 53°-47’-03” W along the land of said LeHigh a distance of 89.60 feet to a 5/8” iron rod found;

thence S 35°-03’-29” W along the land of said LeHigh and along land now or formerly of Cynthia and Stephen Folland a distance of 355.73 feet to a capped iron rod found (PLS #1155) and land now or formerly of the City of Saco;

thence N 55°-27’-50” W along the land of the City of Saco a distance of 544.22 feet to a capped iron rod found (PLS #1155) and land now or formerly of Dana & Helen Weeman;

thence N 35°-11’-18” E along the land of said Weeman a distance of 681.09 feet to a point;

thence S 67°-01’-17” E across Lot #1, Lot #2 and Lot #3 a distance of 471.01 feet to a point;

thence S 12°-51’-56” W across Lot #3 and Lot #4 a distance of 271.46 feet to a point on the sideline between Lot #4 and Lot #5;

thence S 76°-58’-50” E along said Lot #5 a distance of 115.66 feet to the point of beginning.

The above described drainage easement encompasses 403,951 s.f. (9.27 acres). All bearings refer to grid north.

Also, conveying to the City of Saco a certain 30’x 50’ fire tank easement to install, use, maintain and repair a fire tank and fixtures together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot #3 as shown on the aforesaid plan for a more particular description.

Also, conveying to the City of Saco two 10 foot wide drainage easements located along the westerly and easterly side said Joanna Drive to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot #3, Lot #4, Lot #7 and Lot #8 and shown on the aforesaid plan for a more particular description.
Also, conveying to the City of Saco a certain 30 foot wide drainage easement located on the southerly portion of Lot #7 to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the proposes of this easement over, on, across and under a certain portion of Lot #7 and shown on the aforesaid plan for a more particular description.

Also, conveying to the City of Saco a certain 25 foot wide access easement across the easterly portion of Lot #9 for ingress and egress with a right to construct, use, maintain and repair a gravel access road over, on, across and under a certain portion of Lot #9 as shown on the aforesaid plan for a more particular description.

Also, conveying to the City of Saco a certain 50 foot wide drainage easement located along the southerly portions of Lot #8 and Lot #9 to construct, use, maintain and repair drainage structures and piping together with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot #8 and Lot #9 as shown on aforesaid plan for a more particular description.

Also, conveying to the City of Saco a certain drainage easement located in the northeasterly corner of Lot #7 to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot #7 and being more particularly described as follows:

Beginning at a capped iron rod to be set (PLS #2190) on the westerly sideline of land now or formerly of Vernard Marston, Jr. and June Marston at the southeasterly corner of Lot #9 and the northeasterly corner of said Lot #7;

thence S 34°-59′-18″ W along the land of said Marston a distance of 30.59 feet to a ½″ iron pipe found;

thence S 35°-24′-24″ W along the land of said Marston a distance of 94.41 feet to a point;

thence N 55°-00′-42″ W across said Lot #7 a distance of 113.07 feet to a point;

thence N 07°-36′-34″ W across said Lot #7 a distance of 169.81 feet to a capped iron rod to be set (PLS #2190) and said Lot #9;

thence S 55°-00′-42″ E along said Lot #9 a distance of 228.69 feet to the point of beginning.

The above described drainage easement encompasses 21,371 s.f.
VIII. COUNCIL DISCUSSION AND COMMENT

➢ Councilor Copeland – At a holiday party with neighbors on Christmas Eve, I was talking with a friendly neighbor who was concerned about trash on our beaches. We agreed that our beaches are gems and part of the attraction to Saco as a vacation destination, which fuels our economy. I told her how the Saco Conservation Commission along with Maine Healthy Beaches participated in a beach clean-up in the spring. She was surprised with my response to her concern when I suggested that she bring a bag to the beach and pick up trash while she walked. The key to a great life in Saco is when we all contribute. The reality is that we – all of the citizens of Saco – are the solution to many issues within our beautiful city. Have you noticed how beautiful the flowers are around the front of City Hall in the Summer? It is because one volunteer keeps it beautiful. Think about the many ways that you can contribute. Just look around. Is there something you see and have an idea on how to improve it? Consider what would need to be done to improve it and how you could be the one to make a difference. The Saco Conservation Commission also worked with the Parks Department to clean up Riverview Park, just behind the train trestle behind Pepperrell Square. With the help of student volunteers from UNE we trimmed overgrown vegetation, picked up trash, maintained the fisherman’s walk trail and painted over graffiti. The Commission is reaching out to the TA arts folks to see if they would want to paint a mural on the now white-washed cement wall before it gets covered with graffiti again. The ideas are as varied as our perspectives. Perhaps folks could come together to build park benches and tables for Jubilee Park. Maybe volunteering at the Library is a way you can support your community.
Pick up trash, say a kind word, help when you can. Seeing the needs of elders or the handicapped and helping them with chores or yardwork would be a way to care about our community and our neighbors, which will make this an even more wonderful place to call home. Like in our homes and yards, if something needs to be done we often figure out how to do it ourselves, before calling for help. City services are expensive and if we want to keep our taxes from going higher let’s get creative and participate in making our city better with hands on actions by its citizens. There are many wonderful volunteers in Saco and I strongly encourage you to get involved in your neighborhood and be part of making Saco better and more self-sustaining. If you have suggestions or ideas that you need help with, let me know. I’m a volunteer too!

➢ Councilor Gay – Apologized to the Councilors for not handing out information, he thought that everyone had received it by e-mail earlier.
➢ Councilor Archer – Thanked the Police & Fire Departments for working on Christmas Day. His wife made cookies and things for the workers. To Mr. Fox and City Administrator Kevin Sutherland, due to the storm my wife did not cook cookies for your staff that came in unexpectedly for the Christmas Day storm so I just want to personally say thank you and your staff for all the hard work you did on Christmas keeping us safe and allowing us to be with our families while your staff made a sacrifice to protect the citizens they serve. So, thank you Pat Fox and all the other workers I missed due to a last-minute storm.

IX. EXECUTIVE SESSION

Councilor Minthorn moved, Councilor Archer seconded “Be it Ordered that the City Council enter into executive session, Pursuant to [M.R.S.A. Title 1, Chapter 13, Subchapter 1, §405(6) D. Discussion on the City Administrator’s Contract. Further move to approve the order. The motion passed with seven (7) yeas. Time: 7:13 p.m.

X. REPORT FROM EXECUTIVE SESSION

Councilor Minthorn moved, Councilor Gay seconded to move from the Executive Session. The motion passed with seven (7) yeas. Time: 8:10 p.m.

Mayor Lovell recognized that all the Councilors were present.

Mayor Lovell stated that there was discussion about a review technique that is likely to cost some money and in the Workshop Jan. 8th he will present some financial figures as to what it would cost and where the money will come from. A vote will be taken at the Jan. 16th Council meeting.

XI. ADJOURNMENT

Councilor Minthorn moved, Councilor Archer seconded to adjourn the meeting at 8:11 p.m. The motion passed with seven (7) yeas.

Attest: ____________________________
Michele L. Hughes, City Clerk