SACO CITY COUNCIL MEETING
MONDAY, SEPTEMBER 19, 2016 – 6:30 PM
CITY HALL AUDITORIUM

I. CALL TO ORDER
II. RECOGNITION OF MEMBERS PRESENT
III. PLEDGE OF ALLEGIANCE
IV. GENERAL
   AIMS HIGH AmeriCorps Program at LearningWorks
V. PUBLIC COMMENT
VI. CONSENT AGENDA
   A. Application for a License to Operate a Game of Chance: Biddeford & Saco Elks #1597
   B. Application for a License to Operate a Game of Chance: Fraternal Order of Eagles #3792
VII. AGENDA
   A. (Public Hearing) Contract Zone Amendment: Park North
   B. (Second and Final) Addition of Chapter 161-Prohibited Products to Saco Municipal Code of Ordinances
   C. (Second and Final) Zoning Ordinance Amendments: Medical Marijuana Caregivers
   D. (First Reading) Saco Code, Chapter 112-General Assistance Maximums Amendment
   E. (First Reading) Zoning Ordinance Amendments pertaining to Shoreland Zoning, including Section 504 and Section 7-1
   F. Authorize the Disposal of 90 Temple Street through the Request for Qualified Proposals Process
   G. Financial Disclosure Protocol – Economic Development
   H. York County Public Works Mutual Aid Agreement
   I. Process to Rescind the School Construction Bond Question
VIII. ADJOURNMENT
CONSENT AGENDA ITEM: A
Date: September 19, 2016

MEETING ITEM COMMENTARY

AGENDA ITEM: Application for a License to Operate a Game of Chance:
Biddeford & Saco Elks #1597

STAFF RESOURCE: Michele L. Hughes, City Clerk

COUNCIL RESOURCE: Councilor Alan Minthorn

BACKGROUND: Biddeford & Saco Elks #1597 has applied for a License to operate Games of Chance as follows: Nevada Gold (2 games) and Queen of Hearts (1 game) from October 1, 2016 to December 31, 2016.

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

EXHIBITS: 1. Application for License to Operate a Game of Chance

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the Saco City Council grant the application for a License to operate Games of Chance as follows: Nevada Gold (2 games) and Queen of Hearts (1 game) from October 1, 2016 to December 31, 2016 as submitted by the Biddeford & Saco Elks #1597.”

‘I move to approve the Order’.
CONSENT AGENDA ITEM: A
Date: September 19, 2016

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY
MAINE STATE POLICE
SPECIAL INVESTIGATIONS UNIT
164 STATE HOUSE STATION, AUGUSTA, MAINE 04333-0164
(207) 624-7210

Application for a License to Operate Beano/Bingo or a Game of Chance

"The Special Investigations Unit must receive this application at least eight days before Beano or a Game of Chance may begin."

1. For what license are you applying (please check one): BEANO □ OR GAME OF CHANCE □

2. Organization Name: BIDDL-SACO ELKS 1597
   Organization Number: 1247
   Federal Tax ID # (EIN): 01-022-7743
   Name of Game: NEVADA 607
   Number of Games: 3
   Open to Public: Yes □ No □
   Business Address: 68 Ocean Park Rd., Saco, ME
   Mailing Address: PO. Box 1597, Saco, ME 04073
   Phone: 207-283-1597

3. Current Officers:
   NAME: Eldred Theohard
   TITLE: President
   ADDRESS: Saco 04073
   PHONE: 283-4653
   DATE: 3-21-16

   NAME: John Desjardins
   ADDRESS: Saco 04073
   PHONE: 580-8987
   DATE: 3-31-17

   NAME: Roger Seward
   ADDRESS: Saco 04073
   PHONE: 432-5320
   DATE: 3-31-17

4. Location where Beano/Bingo or Game of Chance is to be conducted:
   HOUSE: 68 Ocean Park Rd., Saco 04073

5. Person responsible for operation of Beano or Games of Chance:
   NAME: Richard Cassella
   ADDRESS: 283-1597
   DAYTIME PHONE: 283-1597
   EVENING PHONE: 283-1597
   NAME & Address where Licenses will be sent: BIDDL-SACO ELKS 1597
   Phone: 207-283-1597
   E-Mail Address: BIDDL-SACO@ME.COM

6. Circle the days of the week you expect to operate: Mon □ Tue □ Wed □ Thu □ Fri □ Sat □ Sun □
   What are the hours of operation? 6:00 AM to 10:00 PM

7. For Tournaments and Beano Only:
   What time do the doors open? ___________________________
   What time does the game start? ___________________________

8. Dates to be licensed - Please specify weeks (Monday through Sunday) or full months. You may apply in advance for up to 6 months of licenses for Beano and 12 months for Games of Chance. See back of this form for rates.
   Oct 1 - 31st
   Nov 1 - 30th
   Dec 1 - 31st

FOR OFFICE USE ONLY
Check #______________________
Amount $______________________
9. Does the organization own all the equipment used in operating this amusement? Yes□ No□

If "NO", please explain the circumstances under which the equipment was acquired:

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine? Yes□ No□

If "YES" give the person's name, address, and date and place of conviction or date and status of pending charge:

11. If the Applicant is a Fair Association, attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. Please write your organization name and number on the list.

APPLICANT SIGNATURE

Signed: DIA SMITH
Age 18 or older: Yes□ No□
Name: DIA SMITH
Title: Treasurer
Date: 9/20/16
(Please print - must be duly authorized officer of this organization - title is required)

BLANKET LETTER

13. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo or Game of Chance will take place unless a separate "Blanket Letter of Approval" is filed with the Chief of the State Police.

☐ Check here if you have previously filed a "Blanket Letter of Approval" with us, which is still valid
☐ Check here if you have attached a "Blanket Letter of Approval".

CONSENT

The undersigned being municipal officers of the City/Town of _______________ hereby certify that we consent to this application for a license to operate Beano/Bingo or a Game of Chance in accordance with the provisions of 17 M.R.S.A. Chapter 13-A (Beano) or Chapter 62 (Games of Chance) and in accordance with the Rules and Regulations promulgated by the Chief of the State Police governing the operating of Beano/Bingo or Games of Chance.

Name: ___________________________ Date: ___________________________

Name: ___________________________ Date: ___________________________

Name: ___________________________ Date: ___________________________

FEES

Beano/Bingo: $5.00/Special Per Game License; $12/Week; $35/Month; $400/Year
Game of Chance: $15/Week; $50/Month; $700/Year Video Poker: $15/Week or $50/Month Card/Cribbage: $30 Per Calendar Year
Tournament Game (up to 100 players): $75.00/Per Tournament; $200.00/Month (Two Tournaments per Month); $1,500/Year (Two Tournaments per Month)

Make check payable to Treasurer, State of Maine

Return the signed and completed application to: Department of Public Safety
Maine State Police
Special Investigations Unit
164 State House Station
Augusta, ME 04333-0164

4
MEETING ITEM COMMENTARY

AGENDA ITEM: Application for Licenses to Operate a Game of Chance: Fraternal Order of Eagles #3792

STAFF RESOURCE: Michele L. Hughes, City Clerk

COUNCIL RESOURCE: Councilor Alan Minthorn

BACKGROUND: Fraternal Order of Eagles #3792 has applied for a License to Operate Games of Chance as follows: 2 Licenses for a Meat Shoot (Dice Roll) on November 20, 2016 and December 18, 2016.

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

EXHIBITS: 1. Application for License to Operate a Game of Chance

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the Saco City Council grant the application for a License to Operate a Game of Chance as follows: 2 Licenses for a Meat Shoot (Dice Roll) on November 20, 2016 and December 18, 2016 as submitted by the Fraternal Order of Eagles #3792.”

“I move to approve the Order”:
CONSENT AGENDA ITEM: B
Date: September 19, 2016

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY
MAINE STATE POLICE
SPECIAL INVESTIGATIONS UNIT
164 STATE HOUSE STATION, AUGUSTA, MAINE 04333-0164
(207) 624-7210

Application for a License to Operate Beano/Bingo or a Game of Chance

**The Special Investigations Unit must receive this application at least eight days before Beano or a Game of Chance may begin**

1. For what license are you applying (please check one): **BEANO ** OR **GAME OF CHANCE**

2. Organization Name: F.O.E. Aerie #3732, Saco

3. Organization Number: 1335

4. Federal Tax ID # (EIN):

5. Business Address: 9 Spring St, Saco

6. Mailing Address: Same

7. Current Officers:
   - President: Joel Herson
   - Secretary: Dorothy Bishop
   - Treasurer: George Melvin

8. Location where Beano/Bingo or Game of Chance is to be conducted:
   - Main Hall, 9 Spring St, Saco, ME 04072

9. Person responsible for operation of Beano or Games of Chance:
   - Name: Joel Herson

10. Name & Address where Licenses will be sent:
    - F.O.E. Aerie #3732, Saco, 9 Spring St, Saco

11. E-Mail Address:

12. Circle the days of the week you expect to operate:
    - Mon, Tue, Wed, Thu, Fri, Sat, Sun

13. What are the hours of operation? 
    - 12-8 pm (game 1-3 pm)

14. For Tournaments and Beano Only:
   - What time do the doors open?
   - What time does the game start?

15. Dates to be licensed: Please specify weeks (Monday through Sunday) or full months. You may apply in advance for up to 6 months of licenses for Beano and 12 months for Games of Chance. See back of this form for rates.
    - Nov 20, 2016 1 Day 10:00am-11:00pm
    - Dec 18, 2016 1 Day 10:00am-11:00pm

$ (0911) - Previous Editions are Obsolete

FOR OFFICE USE ONLY
Check #
Amount $
CONSENT AGENDA ITEM: B
Date: September 19, 2016

3. Does the organization own all the equipment used in operating this amusement?  Yes ☐ No ☐
   If “NO”, please explain the circumstances under which the equipment was acquired:

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?  Yes ☐ No ☒
   If “YES” give the person’s name, address, and date and place of conviction or date and location of pending charge:

11. If the Applicant is a Fair Association, attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. Please write your organization name and number on the list.

   ---------------------------------------------
   APPLICANT SIGNATURE
   ---------------------------------------------

12. The applicant agrees to obey the laws of the State of Maine and the United States and the rules and regulations governing Beano or Game of Chance promulgated by the Chief of the State Police. The applicant warrants the truth of the foregoing statements on penalty of perjury.

   Signed: __________________________ Age 18 or older: Yes ☐ No ☐
   Name: __________________________ Title: Secretary Date: 09/07/16
   (Please print - must be duly authorized officer of this organization - title is required)

   ---------------------------------------------
   BLANKET LETTER
   ---------------------------------------------

13. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo or Game of Chance will take place unless a separate “Blanket Letter of Approval” is filed with the Chief of the State Police.
   ☐ Check here if you have previously filed a “Blanket Letter of Approval” with us, which is still valid
   ☐ Check here if you have attached a “Blanket Letter of Approval”.

   ---------------------------------------------
   CONSENT
   ---------------------------------------------

The undersigned being municipal officers of the City/Town of __________________________ hereby certify that we consent to this application for a license to operate Beano/Bingo or a Game of Chance in accordance with the provisions of 17 M.R.S.A. Chapter 13-A (Beano) or Chapter 62 (Games of Chance) and in accordance with the Rules and Regulations promulgated by the Chief of the State Police governing the operating of Beano/Bingo or Games of Chance.

   Name: __________________________ Date: __________________________
   Name: __________________________ Date: __________________________
   Name: __________________________ Date: __________________________
   Name: __________________________ Date: __________________________

   ---------------------------------------------
   FEES
   ---------------------------------------------
   Beano/Bingo: $5.00/Special Per Game License; $12/Week; $360/Month; $400/Year
   Game of Chance: $15/Week; $600/Month; $700/Year  Video Poker: $15/Week or $60/Month  Card/Cribbage: $30 Per Calendar Year
   Tournament Game (up to 100 players): $75.00/Per Tournament; $200.00/Month (Two Tournaments per Month); $1,500/Year (Two Tournaments per Month)

Make check payable to Treasurer, State of Maine

Return the signed and completed application to: Department of Public Safety
Maine State Police
Special Investigations Unit
164 State House Station
Augusta, ME 04333-0164
AGENDA ITEM: A
Date: September 19, 2016

MEETING ITEM COMMENTARY

AGENDA ITEM: (Public Hearing) Contract Zone Amendment – Park North

STAFF RESOURCE: Bob Hamblen, City Planner

COUNCIL RESOURCE: Councilor William Doyle

BACKGROUND: Applicant Elliott Chamberlain dba Park North Development LLC requests the Council’s consideration of an amendment to the Park North contract zone, approved by the City Council on May 1, 2006. Mr. Chamberlain proposes that residential uses be allowed on the easterly most portions of Parcel 1, which was limited to commercial uses by the 2006 approval.

The conceptual plan for Lot 18, one of two separate lots in Parcel 1, shows a mix of office, retail, and commercial space nearest Rte. One, with multi-family residential restricted to the third of the lot furthest from Rte. One. The proposed amendment would apply to the entirety of Parcel 1: both Lots 18 and 19.

The Planning Board reviewed this item at public hearing on June 21, 2016, and forwards a positive recommendation for the amended Agreement. The City Council discussed this item during Workshop on July 11, 2016.

EXHIBITS: 1. Contract Zone Amendment Requested by Applicant (see p. 5, Parcel 1) Items below were previously provided on July 11, 2016 2. Letter from Park North Development, LLC, 6/17/16 3. Minutes of June 21, 2016 Planning Board meeting 4. Plan of Park North and Concept Plans, Lot 18

RECOMMENDATION: Staff is supportive of the proposed amendment as endorsed by the Planning Board.

SUGGESTED MOTION: “I move to open the Public Hearing”

“I move to close the Public Hearing and further move to set the Second and Final Reading of the contract zone document entitled ‘Contract Zone Agreement By and Between Park North Development, LLC and Preston Properties, LLC as Applicants and the City of Saco,’ dated December 20, 2003 and amended through June 21, 2016, for the properties at 991 Portland Road and 3 Eastview Parkway, for October 3, 2016.”
AGENDA ITEM: A  
Date: September 19, 2016  
Exhibit Item: 1

Contract Zone Agreement

By and Between

Park North Development, LLC and Preston Properties, LLC as Applicants
and the City of Saco

December 20, 2005
Amended September 3, 2013
Amended September 2016 (proposed)

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985 and amended through March 4, 2013 is hereby amended as further described in this Agreement by and between Park North Development, LLC and Preston Properties, LLC (collectively referred to as the “Applicants”) and the City of Saco.

1. The Applicants propose a mixed-use development on the parcels at 1031 Portland Road and Eastview Parkway (the “Subject Property”). The Subject Property consists of two parcels identified on City of Saco tax maps as Tax Map 63, Lot 6 (currently owned by Park North Development, LLC) and Tax Map 64, Lot 6-1 (currently owned by Preston Properties, LLC) excepting only the portions of such parcels that are located within the Resource Protection District. The “Subject Property” for purposes of this Contract Zone Agreement shall not include these areas located within the Resource Protection District.

2. The Subject Property is an approximately 236 acre contiguous tract of largely undeveloped land with the exception of a multi-tenant commercial building on the parcel identified as Map 64, Lot 6-1 at the corner of Eastview Parkway and Portland Road.

3. Map 63, Lot 6 is owned by Park North Development, LLC by virtue of a Quitclaim Deed with Covenant dated April 14, 2005, a copy of which has been submitted by the Applicant. Said deed is recorded in Book 14436, Page 83 at the York County Registry of Deeds.

4. Map 64, Lot 6-1 is owned by Preston Properties, LLC by virtue of three deeds each dated December 24, 2003, copies of which have been submitted by the Applicant. Said deeds are recorded in Book 13817, Page 172, Book 13817, Page 174 and Book 13817, Page 176 at the York County Registry of Deeds.

5. Evidence of right, title and interest is established by virtue of the above referenced deeds.

6. The Subject Property is in the Business Park (BP) zoning district.
7. The Applicant has submitted a copy of Articles of Organization of Limited Liability Company filed with the Office of the Secretary of State, dated June 5, 2000, (for Preston Properties, LLC) and January 28, 2004 (for Park North Development, LLC) as both being authorized to do business or carry on activities in the State of Maine. Timothy H. Norton, 53 Exchange Street, Portland, Maine 04101 is named as Registered Agent for both Preston Properties, LLC and Park North Development, LLC.

8. The Subject Property has an area of 236 +/- acres. The Subject Property is proposed to be divided into four (4) Parcels with each Parcel to be further divided into multiple Lots as shown on a Plan dated November 7, 2005, prepared by Sebago Technics, One Chabot Street, Westbrook, Maine 04098 (the “Plan”) (as the same may be revised with the approval of the Council), for the purpose of constructing a multi-use development. In order to facilitate the multi-use nature of the project, each Parcel shall have distinct space and bulk and use restrictions as set forth below.

9. The Applicant proposes certain uses that are allowed and consistent with the current zoning of the Subject Property. The Applicant further proposes certain additional uses, such as residential and multi-family housing and retail uses that are not allowed uses given the current zoning of the Subject Property. The Applicant has therefore made application for a Contract Zone under the provisions of Article 14 of the Saco Zoning Ordinance.

10. The Applicant recognizes that no public sewer system is readily available within the Portland Road right of way to service the Subject Parcel but the Applicant is aware that the City of Saco anticipates that Village Works, LLC, developer of a parcel of property on Cascade Road near the Subject Property may be extending the public sewer system across that property. The Applicant proposes to make provision for the extension of the City of Saco sewer system from its anticipated terminus at the southwesterly boundary of the Subject Property. If the Village Works, LLC development does not materialize than the Park North Development, LLC will pursue the extensions independently in order to accommodate this development.

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

1. This Agreement supersedes Article 4. District Regulations of the Saco Zoning Ordinance. District Regulations applicable to the Subject Property shall instead be governed by the terms of this Agreement.

2. Notwithstanding any contrary provision of Section 10.12 or Section 11.14 of the Subdivision Regulations of the City of Saco, the Applicant shall be authorized to implement a Low Impact Design stormwater management system for the Subject property. This system shall comply with existing City and State water quality and quantity standards.

3. 
The definitions of Front, Side and Rear Yards shall remain the same as in the Saco Zoning Ordinance. The following shall apply as the exclusive Space and Bulk Requirements applicable to the Subject Property Section and 412 shall be deemed amended accordingly but only as to the Subject Property:

**PARCEL 1:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Minimum Lot Size</td>
<td>7,500 Square Feet</td>
</tr>
<tr>
<td>Minimum Street Frontage</td>
<td>50 feet</td>
</tr>
<tr>
<td>Minimum Front Yard</td>
<td>50 feet for the front yard facing Route 1 if any, 20 feet for all other front yards</td>
</tr>
<tr>
<td>Minimum Side Yard</td>
<td>20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district</td>
</tr>
<tr>
<td>Minimum Rear Yard</td>
<td>20 feet for Lots abutting a residential or conservation district; 10 feet for Lots not abutting a residential or conservation district</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>60 feet</td>
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<tr>
<td>Maximum Lot Coverage</td>
<td>40%</td>
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<tr>
<td>Density</td>
<td>N/A</td>
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</tbody>
</table>

**PARCEL 2:**

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<tr>
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</thead>
<tbody>
<tr>
<td>Minimum Lot Size</td>
<td>20,000 Square Feet</td>
</tr>
<tr>
<td>Minimum Street Frontage</td>
<td>100 feet</td>
</tr>
<tr>
<td>Minimum Front Yard</td>
<td>75 feet for the front yard facing Route 1 if any, 30 feet for all other front yards</td>
</tr>
<tr>
<td>Minimum Side Yard</td>
<td>20 feet for Lots abutting a residential or conservation district; 15 feet for Lots not abutting a residential or conservation district</td>
</tr>
<tr>
<td>Minimum Rear Yard</td>
<td>20 feet for Lots abutting a residential or conservation district; 15 feet for Lots not abutting a residential or conservation district</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>45 feet</td>
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<tr>
<td>Maximum Lot Coverage</td>
<td>40%</td>
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<tr>
<td>Density</td>
<td>N/A</td>
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</table>
PARCEL 3:

<table>
<thead>
<tr>
<th>Minimum Lot Size:</th>
<th>7,500 Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Street Frontage:</td>
<td>50 feet</td>
</tr>
<tr>
<td>Minimum Front Yard:</td>
<td>20 feet (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Minimum Side Yard:</td>
<td>20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Minimum Rear Yard:</td>
<td>20 feet for Lots abutting a residential or conservation district, 10 feet for Lots not abutting a residential or conservation district (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Maximum Building Height:</td>
<td>45 feet</td>
</tr>
<tr>
<td>Maximum Lot Coverage:</td>
<td>40%</td>
</tr>
<tr>
<td>Density:</td>
<td>Not more than 120 units</td>
</tr>
<tr>
<td>Minimum Lot Area/Dwelling Unit</td>
<td>3,000 Square feet * total acreage of parcel divided by the number of units proposed</td>
</tr>
<tr>
<td>Minimum Net Residential Density for multi-family dwellings</td>
<td>1,250 s.f. per unit</td>
</tr>
</tbody>
</table>

PARCEL 4:

<table>
<thead>
<tr>
<th>Minimum Lot Size:</th>
<th>7,500 Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Street Frontage:</td>
<td>50 feet</td>
</tr>
<tr>
<td>Minimum Front Yard:</td>
<td>10 feet (0 feet between units in a multi unit building)</td>
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<td>10 feet (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Minimum Rear Yard:</td>
<td>10 feet (0 feet between units in a multi unit building)</td>
</tr>
<tr>
<td>Maximum Building Height:</td>
<td>35 feet</td>
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<tr>
<td>Maximum Lot Coverage:</td>
<td>40%</td>
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<tr>
<td>Density:</td>
<td>Not more than 300 units</td>
</tr>
<tr>
<td>Minimum Lot Area/Dwelling Unit</td>
<td>12,500 s.f. * total lot acreage divided by the total number of units proposed</td>
</tr>
<tr>
<td>Minimum Net Residential Density</td>
<td>1 lot or unit per 7,500 s.f.</td>
</tr>
</tbody>
</table>
4. The permitted and conditional uses otherwise applicable to the Subject Property pursuant to Section 410 of the Saco Zoning Ordinance (including Sections 410-1 through 410-18) (the “Use Restrictions”) are hereby superceded and rendered inapplicable to the Subject Property and in their place, the following shall apply as the exclusive Use Restrictions applicable to the Subject Property and Section 410 shall be deemed amended accordingly but only as to the Subject Property:

PARCEL 1:

PERMITTED USES:

1. Dwelling units above the first floor as part of a mixed use building
2. One caretaker’s apartment within a non-residential use
3. Hotels and Motels
4. Retail Businesses and Uses with no more than 80,000 s.f. of floor area
5. Accessory retail sales of goods manufactured on the premises
6. Artist and crafts person studios
7. Eating establishments
8. Eating and Drinking establishments
9. Health and Fitness Clubs
10. Private Clubs
11. Financial Institutions with drive through
12. Professional Offices
13. Business Offices
14. Personal Services
15. Business Services
16. Repair Services
17. Reserved
18. Health care clinics for humans
19. Hospitals
20. Essential Services
21. Animal hospitals and veterinarian offices
22. Any use permitted in the Resource Protection District
23. Accessory Uses
24. Municipal Uses
25. Public Utility Building
26. Quasi-public Uses
27. Public parks and playgrounds
28. Public Schools
29. Private Schools
30. Commercial Schools
31. Nursery Schools
32. Day care center
33. Adult day care centers, Types 1 and 2

CONDITIONAL USES:

1. Car washes
2. Indoor recreation/amusement centers
3. Enclosed sports facilities
4. Reserved
5. Commercial recreation
6. Radio and TV antennas
PARCEL 2:

PERMITTED USES:

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<tbody>
<tr>
<td>1.</td>
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<td>3.</td>
<td>Eating establishments</td>
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<tr>
<td>4.</td>
<td>Eating and Drinking establishments</td>
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<tr>
<td>5.</td>
<td>Accessory food service facilities</td>
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<tr>
<td>6.</td>
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<td>7.</td>
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<td>Research and testing laboratories</td>
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<td>18.</td>
<td>Municipal uses</td>
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<td>19.</td>
<td>Public Utility Building</td>
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<td>Quasi-public uses</td>
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<td>21.</td>
<td>Public parks and playgrounds</td>
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<td>22.</td>
<td>Commercial Schools</td>
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<td>23.</td>
<td>Nursery Schools</td>
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<td>24.</td>
<td>Day care center</td>
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<td>25.</td>
<td>Adult day care centers, Types 1 and 2</td>
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<td>26.</td>
<td>Retail uses with less than 15,000 square feet of gross floor area</td>
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<td>27.</td>
<td>Funeral Homes</td>
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<td>28.</td>
<td>Personal Services</td>
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<td>29.</td>
<td>Reserved</td>
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<td>30.</td>
<td>Indoor Recreation/Amusement Center</td>
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<td>31.</td>
<td>Reserved</td>
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<td>Agriculture</td>
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<td>Self-Service Storage Facilities</td>
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<td>Outdoor Recreation</td>
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CONDITIONAL USES:

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<tr>
<td>1.</td>
<td>Fully enclosed light industry with no exterior storage</td>
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<td>2.</td>
<td>Wireless Telecommunication Facilities</td>
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<tr>
<td>3.</td>
<td>Wholesale Trade and Warehouses</td>
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</table>
PARCEL 3:

PERMITTED USES:

1. Multi family dwellings
2. Professional Offices
3. Businesses Offices and Services
4. Reserved
5. Day care center
6. Adult day care center
7. Accessory Uses
8. Eldercare congregate living
9. Community living use
10. Assisted living facility
11. Nursing Home
12. Hospitals
13. Any use permitted in the Resource Protection District
14. Home occupations
15. Accessory recreational uses
16. Congregate Housing, including multiple individual rooms or dwelling units to be occupied as a shared living environment, which may include small individual apartments with kitchens or individual rooms, any of which may be combined with shared community space, shared dining facilities, housekeeping services, personal care services and other similar.

CONDITIONAL USES:

1. Any use permitted as a conditional use in the R-2 District and not otherwise listed herein as a use permitted as a matter of right
III. This Contract Zone is subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

1. Development of the mixed-use development described herein as proposed by the Applicant is allowed on the Subject Property.

2. All structures constructed, located, renovated or reconstructed on the Subject Property shall be connected to and serviced by the Biddeford Saco Water Company and to the municipal sanitary sewer system.

3. The portion of the Applicants’ land shown on the Project Plan as “Land to be Conveyed” shall be conveyed to the City of Saco or its designee at no cost to the City no later than three (3) years after the first Certificate of Occupancy is issued for any dwelling unit or commercial structure on the Subject Property.

4. Development on Parcels 1, 2, 3, and 4 shall be subject to either Subdivision or Site Plan review by the Planning Board as dictated by the Saco Zoning Ordinance or the Saco Subdivision Regulations.

5. City and Applicant recognize that the ‘Sketch Plan’ submitted for purposes of Contract Zone consideration is limited in scope and detail. The project is subject to site plan and subdivision review by the Planning Board, and to any and all permits, licenses or approvals which the project may be subject to by the Maine Department of Environmental Protection, the Maine Department of Transportation, the U.S. Army Corps of Engineers and all other regional, state and federal agencies.

6. No site plan or subdivision approvals shall be granted by the Planning Board prior to an executed agreement being reached between the City and the Applicant for the design, financing and construction of a functional sanitary sewer collection and conveyance system serving the subject property, all connected to the existing City of Saco sanitary sewer system.

7. The street proposed to provide access to Parcels 1, 3 and 4 shall not be constructed as to cross the brook as shown on the Project Plan prior to agreement being reached between the Applicant, City and abutters as necessary for said street to be constructed as a through street to Cascade Road.

8. Applicant is responsible for the design and construction, in consultation with the City or entity designated by the City, of an off-road trail system. Said trail system may be deeded with use restrictions but in no circumstance shall any such restrictions bar free access or prohibit passive recreation by the public. Passive recreation may include activities such as walking, hiking, birdwatching, picnicking, cross-country skiing, or nature photography. Passive recreation shall not include activities that may result result in degradation of the trail system, including but not limited to motor vehicle use, removal of vegetation beyond that necessary for trail construction, disturbance of soil beyond that necessary for trail construction, and hunting.
AGENDA ITEM: A
Date: September 19, 2016
Exhibit Item: 1

9. Failure of the Applicant to submit an application for subdivision review as proposed to the Planning Office for review and approval by the Planning Board within one (1) year of the approval of this Contract Zone shall render this Agreement null and void. This deadline may be extended for successive six (6) month periods at the discretion of the City Administrator upon written request submitted to the City Planning Office by the Applicant. In the event that this Contract Zone Agreement becomes null and void, the zoning applicable to the Subject Property shall revert to the Zoning in effect prior to the approval of the Contract Zone.

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

11. All details shown on the plans and application materials submitted to date and during the course of site plan and subdivision review by the Planning Board are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans and materials. Minor changes may be approved by the Planning Office of the City of Saco. Revisions to the Lot designations, lines or layouts within any Parcel may be made by the Applicant with the approval of the Planning Board but without further approval or consent of the City Council. Revisions to the Parcel boundary lines deemed by the Planning Board to be minor may be made by the Applicant with the approval of the Planning Board but without further approval or consent of the City Council. Revisions to the Parcel boundary lines deemed by the Planning Board to be significant to the Contract Zoning Agreement shall require prior approval of the City Council.

12. This Document and Contract Zone affects only the Subject Property identified herein.

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

14. This Document and the Contract Zone it creates shall not be transferable without approval by the City Council, provided however that upon receipt of final subdivision and/or Site Plan approval (as required), Lots and Units within the Subject Property shall be saleable to third parties.

15. Breach of these conditions, restrictions and/or Agreement by the developer shall constitute a breach of the contract. Said breach of contract shall constitute a zoning violation and shall be subject to enforcement action under the terms and procedures of 30-A M.R.S.A. Section 4452.

16. The Council notes that the decision to approve this Contract Zone is significantly impacted by the agreement of the Applicant to extend the public sewer from Cascade Road to and across the Subject Property, (thereby making public sewer available to the northern segment of Route 1) as well as to make possible the potential for interconnecting public streets between the Subject Property and Cascade Road, each of which are significant public benefits to the City of Saco.
AGENDA ITEM: A  
Date: September 19, 2016  
Exhibit Item: 1

IV. Pursuant to authority found in 30A M.R.S.A. Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on December 20, 2005, and the Saco City Council on May 1, 2006, the following findings are hereby adopted:

A. The Subject Property is a parcel of an unusual nature and location, for the following reasons:

1. The Subject Property consists of 236 +/- acres of contiguous land with over 1650 feet of frontage on Route 1. Route 1 is a major transportation route in southern Maine and has the ability to carry a large capacity of vehicles on a daily basis. Route 1 is also the commercial corridor in this area which also makes it conducive to commercial, retail and mixed use residential development.

2. The Subject Property is located at the Scarborough/Saco town line and therefore will serve as a gateway to the City of Saco. Such a large parcel of land with such significant frontage in this location provides a rare opportunity to master plan a mixed use development in this critical location. In addition, because of its proximity to Scarborough and Portland, the mixed use nature of this project will be attractive to a wider region rather than servicing just the City of Saco. This will assist in achieving the goal cited in the Local Economy section of the Comprehensive Plan which identifies the desire to “Maintain Saco’s role as a retail and service center for the region”

3. The Subject Property is located just east of the Maine Turnpike and North of the I-195 spur which the Saco Comprehensive Plan indicates is strategic in working with the Turnpike Authority to locate a new interchange in the Flag road/Cascade Road area of the community. This development will serve to enhance those discussions.

4. The Applicant is agreeable to conveying the portions of Tax Map 63, Lot 6 and Tax Map 64, Lot 6-1 which are within the Resource Protection District (approximately 12 acres), identified as “Land to be Conveyed” on the Plan, to the City of Saco to be permanently preserved for the benefit of the public.

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

Chapter 17, Section F. Land Use, Local Goals

• “To guide development to identified growth areas that are compatible with the existing settlement pattern and that enhances the desired pattern of land use.” – The proposed uses promote a transition and mitigation of land use between residential development and commercial use.

• “To accommodate the growth of commercial and industrial activities in designated growth areas where public services and facilities are or can be
AGENDA ITEM: A  
Date: September 19, 2016  
Exhibit Item: 1

provided.” – The proposed project provides significant commercial growth potential and proposes to extend public sewer to the Subject Property and across the Subject Property to Eastview Parkway and portions of Route 1 north of Cascade Road that are currently not served by public sewer.

• “To permanently protect environmentally and ecologically sensitive and scenic areas through outright purchase or conservation easements.” – The Applicant proposes to convey land within the Resource Protection district to the City, thereby protecting that land from future development.

• “To encourage a pattern of land use that can be served efficiently and that does not impose undue burden on the City’s financial resources.” – The Applicants’ development encourages commercial development with ease of access and at a scale that will provide significant commercial expansion with substantial fiscal benefit to the City.

C. The proposed use is consistent with, but not limited to, the existing uses and permitted uses within the original zone. The proposed contract continues the permitted uses currently allowed in the underlying zoning district, while adding additional compatible uses which are anticipated to enhance the development and appearance of the project.

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 Zone agreement into the Saco Zoning Ordinance by reference.

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

Adopted by the Saco City Council on May 1, 2006, and Adopted as Amended on September 3, 2013, and further Amended on September , 2016.

CITY OF SACO

By: ________________________   By: _______________________
Kevin L. Sutherland            R. Elliott Chamberlain
City Administrator               Authorized Member

PRESTON PROPERTIES, LLC

By: ________________________
R. Elliott Chamberlain
Authorized Member

PARK NORTH DEVELOPMENT, LLC

By: ________________________
R. Elliott Chamberlain
Authorized Member
AGENDA ITEM: B
Date: September 19, 2016

MEETING ITEM COMMENTARY

AGENDA ITEM: (Second and Final) Addition of Chapter 161 - Prohibited Products to Saco Municipal Code of Ordinances

STAFF RESOURCE: Kevin Sutherland

COUNCIL RESOURCE: Councilor Eric Cote

BACKGROUND: Polystyrene, referred to colloquially as Styrofoam, is a synthetic polymer used to make meat trays, egg cartons, seafood, containers, cups, plates, bowls, and trays. However, polystyrene negatively impacts the environment because it breaks down into non-biodegradable pieces that can harm wildlife and marine life. Polystyrene is an increasingly common form of litter, particularly along waterways and shores. Many states across the country including Massachusetts, New York, and Florida have implemented polystyrene bans. Currently in Maine, the towns/cities of Brunswick, Portland, and Freeport maintain a ban on the use of polystyrene in food packaging or retail sale. As polystyrene is harmful to the environment and easily substituted for other materials, we request that an ordinance be passed to add Chapter 161 – Prohibited Products to the City of Saco’s general code, which would prohibit the use of polystyrene in food packaging and retail sale in Saco. The sale and packaging of raw seafood would be exempt from this ban. The City’s goal with this ordinance would be to replace polystyrene foam food containers with reusable, recyclable, or compostable alternatives. With regard to implementation of a polystyrene ban in Saco, we recommend the subsequent implementation of a monetary fine system for violations of the ban, should the ban be approved and go into effect.

EXHIBITS: Exhibit Items were Previously Provided on 9/6/2016
1. Kevin Sutherland Memo to Council 6-13-16
3. Appendix A – Master Schedule of Revenues

RECOMMENDATION: Staff recommends consideration of the proposed changes.

FUNDING: None needed.

SUGGESTED MOTION: “Be it ordered that the City Council hereby ordains and approves the Second and Final reading for the addition to the Saco Code, Chapter 160- Prohibited Products”

“I move to approve the order”
MEETING ITEM COMMENTARY

AGENDA ITEM:  (Second and Final) Zoning Ordinance Amendments:
Medical Marijuana Caregivers

STAFF RESOURCE:  Kevin Sutherland, City Administrator

COUNCIL RESOURCE:  Councilor William Doyle

BACKGROUND:   The City enacted a moratorium on medical marijuana caregivers in June 2016. The goals of the moratorium were to give the city time to develop proper definitions for these new businesses that are locating in the city, as well as the appropriate location for these businesses. Extensive research of the current state laws as well as input from the caregiver community lead to the creation of the new definitions and uses. Throughout this process it was determined that there needed to be a prohibition of this use as a home occupation in residential zones, as well as additional standards for these businesses setting up in the I-2 zone.

The Planning Board has reviewed the definitions, zoning recommendations and standards on July 19th, 2016 and had a public hearing on the proposed definitions and zoning on August 2nd, 2016. The Planning Board voted 5-0 at its August 2 meeting to forward a positive recommendation to the City Council. The new definitions include “Medical Marijuana caregiver, growing” and “Medical Marijuana Caregiver, growing facility,” with the recommendation that these uses be allowed in the I-2 zone. It is requested that the following definitions and amendments to the I-2 zone be considered and adopted into the Zoning Ordinance.

Should the City Council approve the Second and Final Reading then the City Council will need to lift the six-month moratorium that was put in place on June 6, 2016, to be effective September 20, 2016.

EXHIBITS:  
1. Medical Marijuana Caregivers Zoning Ordinance Amendments
2. Memorandum from City Administrator 9/12/2016

RECOMMENDATION:   Staff supports the amendment as drafted.

SUGGESTED MOTION:
“Be it ordered that the City Council hereby ordains and approves the Second and Final reading for the document titled, ‘Medical Marijuana Caregivers Zoning Ordinance Amendments, August 15, 2016’.”
“I move to approve the order effective September 20, 2016”

SEPARATE MOTION IF FIRST MOTION PASSES:
“I move to repeal the six-month moratorium enacted June 6, 2016, effective September 20, 2016”
AGENDA ITEM: C  
Date: September 12, 2016  
Exhibit Item: 1

Medical Marijuana Caregivers Zoning Ordinance Amendments,  
August 15, 2016

(Language that is underlined represents new language while strikethrough indicates language to be deleted).

410-11. I-1 INDUSTRIAL PARK DISTRICT (Amended 8/1/88, 11/17/88, 3/2/92, 7/6/93,  
11/7/94, 2/19/02)

PERMITTED USES

24. Medical Marijuana Caregivers, growing  
25. Medical Marijuana Caregivers, growing facility

“Medical Marijuana Caregivers Zoning Ordinance Amendments, August 15, 2016”

- Article 3. Definitions

**Medical Marijuana Caregivers, growing:** Individual or business that has registered with the state pursuant to 22 M.R.S. §2422(8-A) as a caregiver. The individual or business has established patients and is engaged in growing medical marijuana outside of the caregiver’s primary residence (see growing facility) pursuant to 22 M.R.S. §2423-A (2)(B).

**Medical Marijuana Caregivers, Growing facility:** Growing facility is a building where plants are stored and cultivated, and may have patient rooms on site separate from plant cultivation and processing. The facility must be locked and secured. The facility cannot contain more than 3 separate licensees. The facility is located separately from the caregiver’s primary residence.

- Article 4. District Regulations


PERMITTED USES

25. Medical Marijuana Caregivers, growing  
26. Medical Marijuana Caregivers, growing facility

- Article 7. Standards of Performance
Section 711. Home Occupations

711-2. PROHIBITED HOME OCCUPATIONS
A home occupation shall not be interpreted to include the following:
1) Facility for the repair of motor vehicles
2) The retailing of any item not produced on the premises (Amended 8/1/88)
3) Medical Marijuana Caregivers, growing

Section 734. Medical Marijuana

Where permitted by this Ordinance, uses engaged in the provision of Medical Marijuana including Caregiver (Growing) and Growing Facility, shall comply with the following standards:

a. Neither of the referenced uses shall be permitted to generate offensive or harmful odors perceptible beyond their property lines, either at ground or habitable elevation.

b. Neither of the referenced uses shall be allowed in a location less than five hundred (500) feet, measured in a straight line, to the nearest point on the boundary of any property which is occupied by a public or private school, Day Care Center, or Day Care Home.

c. An enclosed outdoor area used for the cultivation of marijuana shall have a privacy fence at least six (6) feet high that obscures the view of the marijuana in order to discourage theft and unauthorized intrusion.

d. There shall be no outside displays, window displays, or interior displays visible from the outside of the building intended to attract attention to or generate interest in either of the referenced uses.

e. Adequate measures for security of the facility, which may include a security system, security fencing, security cameras and other measures, shall be demonstrated to the satisfaction of the Code Enforcement Office prior to issuance of either a building permit or a certificate of occupancy. The Code Officer shall consult with the Police Department if the adequacy of proposed security measures is in question.

f. The owner(s) of a building intended for lease to a Caregiver (Growing) or a Growing Facility shall apply for and receive a business license from the City Clerk’s office. Each lessee within said building shall apply for and receive a business license from the City Clerk’s office. Failure to secure a City of Saco business license shall disqualify either an owner or a lessee from operating as a Caregiver (Growing) or a Growing Facility in Saco.

g. A Caregiver (Growing) or a Growing Facility shall receive an annual safety inspection by the Fire Department, Code Office, and Electrical Inspector.
h. Both a Caregiver (Growing) and a Growing Facility shall identify all principal officers/owners by name and address.

i. Evidence of compliance with all applicable state laws shall be submitted to the Code Enforcement Planning Office prior to issuance of a Certificate of Occupancy.

###
MEMORANDUM

TO: Mayor Michaud and the City Council
FROM: Kevin Sutherland, City Administrator
DATE: September 12, 2016
RE: Medical Marijuana Caregivers

During the first reading of the zoning amendment, Council, in its motion, included I-1 as an additional location for this change.

After that reading, I had asked for counsel opinion regarding the change as staff had identified some concerns around the I-1 zone and primarily for those reasons, had recommended to Planning and EDC the new definition be added to I-2 zone only.

Here is the email from Tim Murphy, our attorney:

From: Tim Murphy [mailto:tmurphy@padzilla.com]
Sent: Friday, August 19, 2016 4:31 PM
To: William Mann
Subject: RE: Federal Funds used to develop Saco Business Parks - Proposed Amendment to Zoning to Allow Non-Residence based Medical Marijuana Caregivers in the I-1 Zone.

Hello Bill:

I want to limit my opinion to the legal implications of an expansion of medical marijuana into part of the I-1 zone. The generic issue of the value of allowing such use into the entire I-1 zone is a policy call for the EDC and the Council. However, this opinion relates to the legal issues around allowing this use in that portion of the I-1 that comprises the Spring Hill Industrial Park, meaning those lots that lie from FEDEX over to US Route 1, all developed in late 1999 following the purchased of the Arthur Willey Farm.

That area, Spring Hill, is subject to certain covenants governing the sale, use and occupancy of all lots within (22 or so) the Park development. Those covenants can be found in Book 9521, Page 154 of the York County Registry of Deeds.

As you might guess, the covenants govern the use/build out by lot purchasers, but we need also concede that they govern the City as the developer as well. The covenants are installed for the purpose of protecting City goals, and assuring the fair value of lots within the development. They limit, govern and control the use of lots in perpetuity, and until altered by the City as allowed in the covenants themselves.
Several provisions of those covenants are likely applicable to the proposed use of growing and/or distributing medical marijuana. So, see Section 5.2 (G). This section prohibits a use in violation of federal law. Marijuana is still a so-called “scheduled” drug under federal law, and sale, distribution and possession of it is a crime, although it is not necessarily a crime here in Maine under state law. However, legality under state law does not absolve the use under federal law. Thus, sitting a medical marijuana use within Spring Hill is in violation of our Park covenants, and could expose the city to claims by existing lot owners, and by citizens as well.

Arguably, parties could seek to enjoin the City from violating its own covenants, and such a claim would be seriously reviewed by a Superior Court.

It could also be argued that Sections 5.3 (B) might also apply given the odors that are known to emanate from grow facilities. Again, this would potentially allow for additional claims against the City after the fact should odors in fact emanate from the use.

The arguments governing the covenants would not apply to any land that sits outside of the Spring Hill section, unless there is another independent set of covenants governing such other land/ lots. To my immediate knowledge, these lots are the only ones subject to covenants in the I-1 but I have not done an extensive review on that issue. In other words, other land within the I-1 zone, but which lie outside the Spring Hill Park, are not subject to the referenced standards, and so limiting covenants would not apply to them.

That said, adoption of a medical marijuana use in any part of Saco (I-1, I-2, Spring Hill, etc) implicates the oath of office all members of the Planning Board, the Mayor and the City Councilor. See Section 9.05 of the Charter. The Charter/Oath requires that all these officials “obey the laws of the United States…” It is certainly a curious position for public officials to be assisting others with the compromise of federal law. If asked, it would be my opinion that strictly enacting zoning does not expressly violate federal law, however, it violates the spirit and intentions of the oath by assisting another party to grow and distribute a scheduled drug that is illegal.

One can rightly ask if government itself can violate its own laws, can we ask our citizens to obey those we pass and expect them to oblige.

One final point as to Spring Hill lots, the covenants for these lots, and I have opined in this regard in the past, require uses that have been seen and reviewed and approved by the EDC. That has been my opinion when readings sections 3.1, 3.2, 3.3 and 3.8 in tandem. I’ll quote from a 2009 opinion letter to Peter Morelli on this topic: “In total, these sections make clear that any proposed use within the park must be reviewed and approved by the City acting through your office and the EDC.” Please note that the development director was seen as a proxy of and for the City Administrator, and to my knowledge that office has deferred decisions to the director and EDC in most circumstances that I am aware of.

The verbiage cited/found in those sections was put in to prevent the City from suffering a use it did not want/desire. That laudable goal can serve as an impediment though in cases where the EDC and the City Council do not see eye to eye. It appears the Council passed on authority over Spring Hill in part to your office/Administrator and EDC. And, it’s been my understanding that policy decisions and approvals on sales have generally been resolved by the EDC without the Council overruling the EDC. You may wish to confirm this with Peter Morelli who was far more familiar with these practices than me.
You have also asked regarding the risk posed by claw back provisions on certain federal funds shared with Saco. As you know, federal funds were used to partially develop spring Hill, the Mill Brook park, and other areas/parts of the City (train station for example). From what I’ve seen, federal grants expressly prohibit a grant recipient from violating federal law, along with other additional grant based conditions. So, for example, the City, as part of a grant used to extend city sewer lines along the ocean front (Seaside Avenue) was expressly barred from granting new building permits under certain conditions for any new home. Claw back provisions exist regarding the train station parcel.

The issue to note regarding such grants is that permitting this use may, and there is no guarantee here, result in a claw back claim by the federal government. I would opine that the risk is low of a clawback, however, if it is sought, the potential claw back could be a fairly extensive number.

I trust this addresses your inquiry, but if I can be of further assistance, do not hesitate to inquire.

Tim Murphy
AGENDA ITEM: D
Date: September 19, 2016

MEETING ITEM COMMENTARY

AGENDA ITEM: (First Reading) Amendment to the Saco Code, Chapter 112 - General Assistance Program Appendixes for Overall Maximums, Thrifty Food Plan & Housing Maximums.

COUNCIL RESOURCE: Councilor Eric Cote

STAFF RESOURCE: William Rankin, General Assistance Director

BACKGROUND: Each year Maine Municipal Association presents municipalities with new Appendixes for their City Ordinance, which need to be reviewed and adopted. This year, the Over-All Maximums on Appendix A have increased slightly. The food maximums on Appendix B have remained the same since last year. On Appendix C, we used an average between the York County HMFA and the York/Kittery/ S. Berwick HMFA. Those amounts are up in all categories this year. The amounts in Appendix D have not changed.

2. Letter from Department of Health and Human Services dated August 18, 2016

RECOMMENDATION: The staff recommends approval of the 2016-2017 General Assistance Ordinance Appendixes, A, B, C and D.

SUGGESTED MOTION: “The City of Saco hereby approves the First Reading of the amendment to the Saco Code, Chapter 112, General Assistance Program, Appendix A - Overall Maximum, Appendix B – Food Maximums, Appendix C – GA Housing Maximums, and Appendix D – Utilities, and further moves to set the Public Hearing for October 3, 2016.”
### Appendix A - GA Overall Maximums

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### Appendix B - Food Maximums

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AGENDA ITEM: D
Date: September 19, 2016
Exhibit Item: 1

Appendix C – GA Housing Maximums

Unheated Units

<table>
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<th># BDRMS</th>
<th>MONTHLY Current</th>
<th>MONTHLY Proposed</th>
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<tbody>
<tr>
<td>0</td>
<td>$669.50</td>
<td>$686.50</td>
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Heated

<table>
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<th># BDRMS</th>
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<th>MONTHLY Proposed</th>
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<td>$787.50</td>
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<td>$1515.50</td>
<td>$1654.00</td>
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APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is not automatically entitled to the “maximum” established—applicants must demonstrate need.

1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

<table>
<thead>
<tr>
<th>Number in Household</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$14.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>2</td>
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<td>$75.00</td>
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<td>$99.00</td>
</tr>
<tr>
<td>6</td>
<td>$25.00</td>
<td>$107.00</td>
</tr>
</tbody>
</table>

NOTE: For each additional person add $7.50 per month.

2) Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding heat:

<table>
<thead>
<tr>
<th>Number in Household</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$19.10</td>
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<td>$119.00</td>
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<td>$139.00</td>
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<tr>
<td>5</td>
<td>$37.30</td>
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</tr>
<tr>
<td>6</td>
<td>$41.00</td>
<td>$176.00</td>
</tr>
</tbody>
</table>

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.
TO: Municipal Officials/Welfare Directors/General Assistance Administrators
FROM: Ian Miller, General Assistance Program Manager
RE: 2016 – 2017 General Assistance Ordinance Maximums
DATE:

Enclosed please find the following items:

- MMA's new (October 1, 2016 - September 30, 2017) "General Assistance Ordinance Appendix" (A - D).

- "GA Maximums Summary Sheet" which consolidates GA maximums into one document. Municipalities do have to insert individual locality maximums from Appendix A and C in the summary sheet where indicated in order to complete the information. The "summary" does not have to be adopted, as it is not an Appendix but a tool for municipal officials administering GA.

- "GA Maximums Adoption Form" which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. (see "Filing of GA Ordinance and/or Appendices" below for further information).

______

Appendix A - D

The enclosed Appendices A - D have been revised for your municipality's General Assistance Ordinance. These new Appendices, once adopted, should replace the existing Appendices A – D. Even if you have already adopted MMA's model General Assistance Ordinance, the municipal officers must approve/adopt the new Appendices yearly.
AGENDA ITEM: D  
Date: September 19, 2016  
Exhibit Item: 2

The Adoption Process

The municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices after notice and hearing. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
2) End public discussion, close the hearing; and
3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *For a copy of the GA model ordinance, please call MMA’s Publication Department, or visit their web site www.mumn.org.* In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed “adoption sheet” as proof that a municipality has adopted the current GA maximums.
### GA Overall Maximums

**Metropolitan Areas**

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>Persons in Household</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Bangor HMFA: Bangor, Brewer, Eddington, Orono, Hampden, Hermon, Holden, Kankakee, Milford, Old Town, Orono, Orrington, Penobscot, Indian Island Reservation, Veazie</td>
<td>703</td>
</tr>
<tr>
<td>Penobscot County HMFA: Atro, Argyle UT, Blaine, Bangor, Carver, Carver plantation, Charleston, Cheater, Clifton, Corena, Corinth, Dexter, Dimond, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingsman UT, Lago range, Lausanne, Lee, Levant, Lincoln, Lowell town, Mattatok, Maxfield, Medway, Millinocket, Mount Chase, Newburgh, Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Pratts UT, Souhegan plantation, Springfield, Staceyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville</td>
<td>596</td>
</tr>
<tr>
<td>Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mecasny Falls, Minot, Poland, Sabattus, Turner, Wales</td>
<td>575</td>
</tr>
<tr>
<td>Portland HMFA: Cape Elizabeth, Casco, Clebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth, Buxton, Hollis, Limington, Old Orchard Beach</td>
<td>838</td>
</tr>
<tr>
<td>York/Kittery/S. Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York</td>
<td>967</td>
</tr>
<tr>
<td>Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago</td>
<td>750</td>
</tr>
</tbody>
</table>
### AGENDA ITEM: D
**Date:** September 19, 2016  
**Exhibit Item:** 2

## Appendix A
**Effective:** 10/01/16-09/30/17

### Non-Metropolitan Areas

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aroostook Country</td>
<td>609</td>
<td>624</td>
<td>750</td>
<td>948</td>
<td>1,037</td>
</tr>
<tr>
<td>Franklin County</td>
<td>636</td>
<td>662</td>
<td>783</td>
<td>973</td>
<td>1,383</td>
</tr>
<tr>
<td>Hancock County</td>
<td>653</td>
<td>737</td>
<td>936</td>
<td>1,231</td>
<td>1,277</td>
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<tr>
<td>Kennebec County</td>
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<td>663</td>
<td>846</td>
<td>1,075</td>
<td>1,141</td>
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<tr>
<td>Knox County</td>
<td>743</td>
<td>745</td>
<td>916</td>
<td>1,172</td>
<td>1,299</td>
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<tr>
<td>Lincoln County</td>
<td>672</td>
<td>743</td>
<td>935</td>
<td>1,163</td>
<td>1,379</td>
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<tr>
<td>Oxford County</td>
<td>572</td>
<td>621</td>
<td>761</td>
<td>1,040</td>
<td>1,325</td>
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<tr>
<td>Piscataquis County</td>
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<td>817</td>
<td>1,035</td>
<td>1,106</td>
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<td>694</td>
<td>824</td>
<td>1,119</td>
<td>1,122</td>
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<td>752</td>
<td>957</td>
<td>1,159</td>
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</table>

*Note: Add $75 for each additional person.*

---

Please Note: Add $75 for each additional person.
Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2015, those amounts are:

<table>
<thead>
<tr>
<th>Number in Household</th>
<th>Weekly Maximum</th>
<th>Monthly Maximum</th>
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<tbody>
<tr>
<td>1</td>
<td>45.12</td>
<td>194</td>
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<tr>
<td>2</td>
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<td>150.93</td>
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<td>179.30</td>
<td>771</td>
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<td>6</td>
<td>215.12</td>
<td>925</td>
</tr>
<tr>
<td>7</td>
<td>237.67</td>
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</tr>
<tr>
<td>8</td>
<td>271.86</td>
<td>1,169</td>
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</tbody>
</table>

Note: For each additional person add $146 per month.
**GA Housing Maximums**  
(Heated & Unheated Rents)

**NOTE:** NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY consider adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. OR, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See *Instruction Memo for further guidance.*)

**Non-Metropolitan FMR Areas**

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<th>Aroostook County</th>
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<th>Heated</th>
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<td><strong>Weekly</strong></td>
<td><strong>Monthly</strong></td>
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<td>111</td>
<td>476</td>
</tr>
<tr>
<td>1</td>
<td>111</td>
<td>476</td>
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<tr>
<td>2</td>
<td>130</td>
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<tr>
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<td>167</td>
<td>718</td>
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<td>762</td>
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<td>117</td>
<td>503</td>
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<tr>
<td>2</td>
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<tbody>
<tr>
<td><strong>Bedrooms</strong></td>
<td><strong>Weekly</strong></td>
<td><strong>Monthly</strong></td>
</tr>
<tr>
<td>0</td>
<td>114</td>
<td>489</td>
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<td>1</td>
<td>126</td>
<td>543</td>
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<tr>
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<td><strong>Bedrooms</strong></td>
<td><strong>Weekly</strong></td>
<td><strong>Monthly</strong></td>
</tr>
<tr>
<td>0</td>
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Non-Metropolitan FMR Areas

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<td>Monthly</td>
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<td>579</td>
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<tr>
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<td>135</td>
<td>579</td>
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<tr>
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<td>Monthly</td>
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<td>0</td>
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<td>757</td>
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<td>229</td>
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<table>
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<th>Heated</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Weekly</td>
<td>Monthly</td>
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<td>447</td>
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<tr>
<td>1</td>
<td>116</td>
<td>500</td>
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<tr>
<td>2</td>
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<td>798</td>
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<tr>
<td>4</td>
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</tr>
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<td>Monthly</td>
</tr>
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<td>869</td>
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Appendix C
Effective: 10/01/16-09/30/17

C-2 Prepared by MMA – 7/2016
## Non-Metropolitan FMR Areas

<table>
<thead>
<tr>
<th>Waldo County</th>
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</tr>
</thead>
<tbody>
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<td></td>
<td>Weekly</td>
<td>Monthly</td>
</tr>
<tr>
<td>0</td>
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<td>497</td>
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<tr>
<td>1</td>
<td>127</td>
<td>547</td>
</tr>
<tr>
<td>2</td>
<td>149</td>
<td>639</td>
</tr>
<tr>
<td>3</td>
<td>211</td>
<td>908</td>
</tr>
<tr>
<td>4</td>
<td>215</td>
<td>926</td>
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<table>
<thead>
<tr>
<th>Washington County</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Monthly</td>
</tr>
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<td>0</td>
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<tr>
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<td>674</td>
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## Metropolitan FMR Areas

<table>
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</tr>
</thead>
<tbody>
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<td>Monthly</td>
</tr>
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<table>
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<th>Unheated</th>
<th>Heated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Monthly</td>
</tr>
<tr>
<td>0</td>
<td>101</td>
<td>432</td>
</tr>
<tr>
<td>1</td>
<td>111</td>
<td>479</td>
</tr>
<tr>
<td>2</td>
<td>139</td>
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<td>3</td>
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<td>799</td>
</tr>
<tr>
<td>4</td>
<td>213</td>
<td>914</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lewiston/Auburn MSA</th>
<th>Unheated</th>
<th>Heated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Monthly</td>
</tr>
<tr>
<td>0</td>
<td>96</td>
<td>411</td>
</tr>
<tr>
<td>1</td>
<td>112</td>
<td>484</td>
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<tr>
<td>2</td>
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<td>618</td>
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<td>187</td>
<td>803</td>
</tr>
<tr>
<td>4</td>
<td>210</td>
<td>901</td>
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### Metropolitan FMR Areas

<table>
<thead>
<tr>
<th>Portland HMFA</th>
<th>Unheated</th>
<th>Heated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bedrooms</strong></td>
<td><strong>Weekly</strong></td>
<td><strong>Monthly</strong></td>
</tr>
<tr>
<td>0</td>
<td>157</td>
<td>674</td>
</tr>
<tr>
<td>1</td>
<td>182</td>
<td>781</td>
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<tr>
<td>2</td>
<td>229</td>
<td>983</td>
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<tr>
<td>3</td>
<td>315</td>
<td>1,355</td>
</tr>
<tr>
<td>4</td>
<td>320</td>
<td>1,377</td>
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</table>

<table>
<thead>
<tr>
<th>York/Kittery/S. Berwick HMFA</th>
<th>Unheated</th>
<th>Heated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bedrooms</strong></td>
<td><strong>Weekly</strong></td>
<td><strong>Monthly</strong></td>
</tr>
<tr>
<td>0</td>
<td>187</td>
<td>803</td>
</tr>
<tr>
<td>1</td>
<td>190</td>
<td>817</td>
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<tr>
<td>2</td>
<td>251</td>
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<td>3</td>
<td>328</td>
<td>1,410</td>
</tr>
<tr>
<td>4</td>
<td>402</td>
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<table>
<thead>
<tr>
<th>Cumberland Cty. HMFA</th>
<th>Unheated</th>
<th>Heated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bedrooms</strong></td>
<td><strong>Weekly</strong></td>
<td><strong>Monthly</strong></td>
</tr>
<tr>
<td>0</td>
<td>136</td>
<td>586</td>
</tr>
<tr>
<td>1</td>
<td>140</td>
<td>602</td>
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<td>2</td>
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<td>821</td>
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<td>3</td>
<td>293</td>
<td>1,259</td>
</tr>
<tr>
<td>4</td>
<td>330</td>
<td>1,419</td>
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</table>

<table>
<thead>
<tr>
<th>Sagadahoe Cty. HMFA</th>
<th>Unheated</th>
<th>Heated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bedrooms</strong></td>
<td><strong>Weekly</strong></td>
<td><strong>Monthly</strong></td>
</tr>
<tr>
<td>0</td>
<td>141</td>
<td>605</td>
</tr>
<tr>
<td>1</td>
<td>153</td>
<td>657</td>
</tr>
<tr>
<td>2</td>
<td>174</td>
<td>749</td>
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<td>237</td>
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<td>4</td>
<td>289</td>
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<table>
<thead>
<tr>
<th>York Cty. HMFA</th>
<th>Unheated</th>
<th>Heated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bedrooms</strong></td>
<td><strong>Weekly</strong></td>
<td><strong>Monthly</strong></td>
</tr>
<tr>
<td>0</td>
<td>133</td>
<td>570</td>
</tr>
<tr>
<td>1</td>
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<td>269</td>
<td>1,156</td>
</tr>
<tr>
<td>4</td>
<td>269</td>
<td>1,156</td>
</tr>
</tbody>
</table>
APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is not automatically entitled to the “maximums” established—applicants must demonstrate need.

1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

<table>
<thead>
<tr>
<th>Number in Household</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$14.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>2</td>
<td>$15.70</td>
<td>$67.50</td>
</tr>
<tr>
<td>3</td>
<td>$17.45</td>
<td>$75.00</td>
</tr>
<tr>
<td>4</td>
<td>$19.70</td>
<td>$86.00</td>
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<td>5</td>
<td>$23.10</td>
<td>$99.00</td>
</tr>
<tr>
<td>6</td>
<td>$25.00</td>
<td>$107.00</td>
</tr>
</tbody>
</table>

NOTE: For each additional person add $7.50 per month.

2) Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:

<table>
<thead>
<tr>
<th>Number in Household</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$20.08</td>
<td>$86.00</td>
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<tr>
<td>2</td>
<td>$23.75</td>
<td>$102.00</td>
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<td>3</td>
<td>$27.70</td>
<td>$119.00</td>
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<td>4</td>
<td>$32.25</td>
<td>$139.00</td>
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<td>5</td>
<td>$37.30</td>
<td>$160.00</td>
</tr>
<tr>
<td>6</td>
<td>$41.00</td>
<td>$176.00</td>
</tr>
</tbody>
</table>

NOTE: For each additional person add $10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

<table>
<thead>
<tr>
<th>Month</th>
<th>Gallons</th>
<th>Month</th>
<th>Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>50</td>
<td>January</td>
<td>225</td>
</tr>
<tr>
<td>October</td>
<td>100</td>
<td>February</td>
<td>225</td>
</tr>
<tr>
<td>November</td>
<td>200</td>
<td>March</td>
<td>125</td>
</tr>
<tr>
<td>December</td>
<td>200</td>
<td>April</td>
<td>125</td>
</tr>
<tr>
<td></td>
<td></td>
<td>May</td>
<td>50</td>
</tr>
</tbody>
</table>

FOR MUNICIPAL USE ONLY

MMA
07/16
MEETING ITEM COMMENTARY

AGENDA ITEM: (First Reading) Proposed Zoning Ordinance Amendments pertaining to Shoreland Zoning, including Section 504. Nonconforming Structures; Section 7-1. Natural Resource Districts/Shoreland Performance Standards

STAFF RESOURCE: Bob Hamblen, City Planner
Dick Lambert, Code Enforcement Officer

COUNCIL RESOURCE: Councilor Kevin Roche

BACKGROUND: These proposed Zoning Ordinance amendments would update Shoreland Zoning guidelines found in Articles 5 and 7.1, consistent with recent amendments approved by the Maine DEP. DEP staff has been asked to review the proposed changes, and should have comments by later this month. Formal acceptance of the changes by the DEP Commissioner will occur after Council action. The changes are best described as “housekeeping,” and are fairly minor in nature.

The Planning Board considered the proposed Ordinance amendments at its August 2 meeting, held a public hearing and received no comments, then made a positive recommendation for passage.

EXHIBITS:
1. Section 504-2. Reconstruction in Shoreland Zones, amended
2. Section 7-1. Natural Resource Districts/Shoreland Performance Standards, amended
3. Memorandum from City Planner
4. Planning Board Minutes, August 2, 2016

RECOMMENDATION: Staff recommends acceptance of the proposed amendments as drafted.

SUGGESTED MOTION: “The City of Saco hereby approves the First Reading of the document titled, ‘Amendments to Zoning Ordinance Sections 504-2 and 7-1, dated September 12, 2016’ and further moves to schedule a Public Hearing for October 3, 2016.”
MEETING ITEM COMMENTARY

AGENDA ITEM: Authorize the Disposal of 90 Temple Street through the Request for Qualified Proposals Process

COUNCIL RESOURCE: Councilor Nathan Johnston

STAFF RESOURCE: Bob Hamblen, City Planner

BACKGROUND: The City took over ownership of the property at 90 Temple Street due to the non-payment of property taxes in fiscal year 2014. The City now seeks to divest itself of the property, and/or to identify a preferred course of action.

A fire occurred in the attic in 2012, and the house has not been lived in since. The former owner no longer lives in Saco, and the bank lost interest. If this were many other houses, demolition could be the proper route, with the sale of the real estate as a buildable lot to follow. However, this house stands out in both a historic and architectural sense. Built in 1890, it is an example of the Queen Anne style of architecture, and listed on the National Register of Historic Places.

The Historic Preservation Commission met on Aug. 31, and recommended to the Council that the property be offered for sale through a Request for Qualified Proposals process, with details to be developed by the City Administrator and City Attorney.

The Planning Board reviewed the property and held a public hearing at its meeting of Sept. 6. Given comments from staff, input from residents and procedures outlined in City Code, the Board recommended that the property be offered for sale, “… through a Request For Qualified Proposals process, for the restoration of the building and the retention of its National Register status, with details to be worked out by the City Administrator and City Attorney.”

EXHIBIT: Exhibit Items were previously provided on 9/12/16
1. Report on 90 Temple Street, by Richard Lambert
2. Staff comments
3. National Register Nomination Form, 1977 and attachments
4. Chapter 81. City Property
5. Location map
6. Planning Board minutes, 9/6/16

SUGGESTED MOTION: “Be it ordered that the City Council hereby authorizes the City Administrator to issue a Request For Qualified Proposals for the disposition of the city owned property located at 90 Temple Street.”

“I move to approve the Order.”
MEETING ITEM COMMENTARY


STAFF RESOURCE: William J. Mann, Economic Development Director

COUNCIL RESOURCE: Councilor Alan Minthorn

BACKGROUND: Currently, when a developer is seeking Tax Increment Financing, a Contract Zone, or some other development benefit that involves some level of city contribution either in the form of dollars, zoning modifications or infrastructure enhancement; the practice is simply to make that request a part of the normal planning and approval process. The protocol attached, will refine and clarify the information that development applicants will need to provide the city when requesting any assistance that is outside the scope of the normal development approval process.

EXHIBITS: 1. Financial Disclosure Protocol
          2. M.R.S.A. Title 5, Part 18-A, Chapter 383, Subchapter 8 §13119-A.

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the Saco City Council adopt the Financial Disclosure Protocol, dated September 19, 2016”.

“I move to approve the Order”.

43
**Financial Disclosure Protocol**

*General Purpose*: Clarify the information that development applicants need to provide to the City of Saco when requesting any assistance (including but not limited to: Tax Increment Financing, a Contract Zone, or some other development benefit that involves some level of city contribution either in the form of dollars, zoning modifications or infrastructure enhancement) that is outside the scope of the normal development approval process.

Applicants seeking such assistance shall be required to provide the following:

- Full contact information for the Applicant; if an entity please provide for all owners/shareholders/members/partners with a 10% or greater ownership interest in the applying entity.
- A Complete list of investors identifying individual ownership interest with appropriate proof of ownership documentation.
- Full contact information for any Agent(s, Accountant(s), Architect(s), Attorney(s), Engineer(s) and any other consultants who will be submitting materials on behalf of the applicant as part of their application package.
- A summary description of the proposed development, including:
  - A summary of the benefits to the City of Saco associated with the approval of the request.
  - Estimated construction cost/estimated improved value of the project real estate upon completion.
  - Proposed construction timeframe (estimated start/estimated end dates)
  - Estimated number of permanent employees (if expanding or relocating within Saco, please list number of current, number of to-be-added employees, and total number of employees at the time the project is completed).

If an application contains material that is considered by the Applicant to be proprietary and confidential under *M.R.S.A. Title 5, Part 18-A, Chapter 383, Subchapter 8 §13119-A. Records confidential*, the Applicant shall clearly designate the material as such, explaining why such material should be considered confidential. The Applicant must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the Applicant if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential.*
*Under Maine law, all information in any development application is subject to disclosure under Maine’s Freedom of Access Act. Unless the Applicant demonstrates that the application materials submitted contain “financial or proprietary information” and is granted confidentiality under Maine Law. Financial or proprietary information is defined as “information that has not been publicly disseminated or which is unavailable from other sources, the release of which might cause competitive harm”. Applicants are provided an opportunity to specifically request such proprietary or financial information to be held confidential. To do this, the applicant must highlight those portions of any application materials which are to be maintained as confidential by identifying those portions of the documents as follows.

- Identify each component and portion of the narrative for which the applicant is requesting confidentiality. Text, tables, or graphics MUST be bolded and marked with asterisks and brackets (*[bold if text]*) within the narrative.

- Identify the attachment and the portion of the document for which you are requesting confidentiality. Text, tables or graphics MUST be bolded and marked with asterisks and brackets (*[bold if text]*) on the attachment. If you are requesting confidentiality for portions of a multi-page document, such as the Business Plan, you MUST also list the page numbers on all pages that contain information marked by asterisks and bold brackets.

Applications that fail to differentiate truly proprietary information from public information by indiscriminately labeling large sections or entire applications as proprietary cannot be properly protected and will not be granted confidentiality.

September 19, 2016
§13119-A. RECORDS CONFIDENTIAL

The following records are confidential for purposes of Title 1, section 402, subsection 3, paragraph A and are not open for public inspection: [1991, c. 368, (NEW)].

1. Proprietary information. Information that is provided to or developed by the department or a municipality that has to do with a program of assistance and is included in a business or marketing plan or a grant application or provided or developed to fulfill reporting requirements, as long as:

   A. The person to whom the information belongs or pertains requests that it be designated as confidential; and [1991, c. 368, (NEW)].

   B. The department or municipality determines that the information gives the person making the request opportunity to obtain business or competitive advantage over another person who does not have access to that information or will result in loss of business or other significant detriment to the person making the request if access is provided to others; [1991, c. 368, (NEW)].

[ 1991, c. 368, (NEW) .]

2. Tax or financial information. Any financial statement, supporting data or tax return of any person;

[ 1991, c. 368, (NEW) .]

3. Monitoring. Any financial statement, supporting data or tax return obtained or developed by the department or the municipality in connection with any monitoring or servicing activity by the department or the municipality pertaining to any program of assistance provided or to be provided;

[ 1991, c. 368, (NEW) .]

4. Credit assessment. Any record obtained by the department or the municipality that contains an assessment of the credit worthiness, credit rating or financial condition of any person or project; and

[ 1991, c. 368, (NEW) .]

5. Potential investors. Any record, including any financial statement or supporting data, business plan or tax return obtained or developed by the department or municipality in connection with the matching of potential investors with businesses in the State by the department or the municipality through its maintenance of a data base or other record-keeping system.

[ 1991, c. 368, (NEW) .]

Nothing in this section prevents the disclosure of any records, correspondence or other materials to authorized officers and employees of municipal government, State Government or Federal Government for authorized use. [1991, c. 368, (NEW)].

SECTION HISTORY
MEETING ITEM COMMENTARY

AGENDA ITEM: York County Public Works Mutual Aid Agreement

STAFF RESOURCE: Patrick Fox, Public Works Director

COUNCIL RESOURCE: Councilor Roger Gay

BACKGROUND: Facilitated by Southern Maine Planning & Development Commission (SMPDC), and in conjunction with York County Emergency Management Agency, the Public Works Departments of York County have discussed creating a standard mutual aid format for years. Now the group has reached consensus on a document that can be utilized for emergency and non-emergency assistance requests for manpower and equipment to complete infrastructure repair and improvement projects. Each community is now seeking Council endorsement of the plan.

Key Plan Components: This mutual aid agreement has the following stipulations that protect participating communities:

• The party requesting assistance must identify the project type, equipment needed, and duration of the work at the time of the request.
• No participating government shall be under any obligation to provide assistance to a requesting party.
• There are uniform terms and conditions outlining reimbursable expenses, insurance, and indemnification of member municipalities.

Next Steps: Upon endorsement of the plan by many, or all, of the York County communities, SMPDC, County, and Local staff will compile the following:

• List of Participating Governments and Their Authorized Representatives
• Insurance Information from Participating Governments
• List of Available Equipment by Participating Community

This document was discussed during a City Council Workshop on September 12, 2016.

EXHIBITS: 1. York County Maine Public Works Mutual Aid Agreement

RECOMMENDATION: Staff recommends Saco participates in this agreement as a way to add a formal mechanism to deal with local emergency response, as well as a way to pool resources on unique or challenging infrastructure improvement projects. Saco Public Works has done this on an informal basis for years with our directly abutting communities, and this will only further foster those types of collaborative regional relationships.

SUGGESTED MOTION: “Be it ordered that the City Council accept the document titled, ‘York County Maine Public Works Mutual Aid Agreement’, and further move to authorize the City Administrator to sign said Agreement.”

“I move to approve the order”.
This public works mutual aid agreement is entered into on the ____ day of __________ 2016 (“Effective Date”), by and among the signatories hereto and the municipalities listed on Appendix D, all being bodies politic and corporate located in the County of York and State of Maine (“Agreement”).

WHEREAS, 37-B M.R.S.A. § 784 authorizes political subdivisions of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted;

WHEREAS, 37-B M.R.S.A. § 701 et seq., 14 M.R.S.A. § 8101 et seq., and related state statutes set forth details concerning powers, duties, rights, privileges, immunities of political subdivisions of the state rendering outside aid;

WHEREAS, 30-A M.R.S.A. § 2201 et seq. provides for interlocal cooperation between and among political subdivisions of the state;

WHEREAS, the State of Maine is geographically vulnerable to hurricanes, tornadoes, blizzards, and other natural disasters that in the past have caused severe property damage to public roads, utilities, buildings, parks, and other governmentally-owned facilities;

WHEREAS, the Parties to this Agreement recognize that additional public works manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur and wish to work cooperatively in that regard;

WHEREAS, the political subdivisions also wish to undertake non-emergency joint public works projects in order to collaboratively gain from the extensive resources available from participating subdivisions as a whole;

WHEREAS, to provide the most effective mutual aid possible, the parties hereto intend to foster communications between their public works personnel and the public works personnel of other political subdivisions of the State by visits and exchange of information; and

WHEREAS, the parties to this Agreement encourage their public works personnel to implement detailed administrative procedures to be used during emergencies and other non-emergency joint public works projects which foster partnering,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties hereto agree as follows:
SECTION 1. DEFINITIONS

A. "Agreement" means this document, the York County Maine Public Works Mutual Aid Agreement.

B. "Requesting Party" means the political subdivision requesting aid in the event of an emergency or other non-emergency joint public works project.

C. "Assisting Party" means the political subdivision furnishing equipment and/or manpower to the Requesting Party.

D. "Authorized Representative" means an employee of a participating government authorized by that government to request, offer, or provide assistance under the terms of this Agreement (a list of the authorized representatives for the signing participating government is attached to this Agreement as Appendix A).

E. "Emergency" means any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of public property and declared as such by the participating government.

F. "Participating Government" means any political subdivision of the State of Maine which executes this Public Works Mutual Aid Agreement.

G. "Period of Assistance" means the period of time beginning with the departure of any personnel of the Assisting Party from any point for the purpose of traveling to the location of the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the location of the Requesting Party.

H. "Political Subdivision" means any county or municipality created pursuant to Maine law.

I. "Work or Work-Related Period" means any period in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.
SECTION 2. PROCEDURES

When a Participating Government becomes affected by an Emergency, it shall invoke Emergency-related mutual aid assistance by declaring a state of local emergency. The following procedures shall then be followed to request public works mutual aid from another Participating Government. These same procedures should also be applied when requesting assistance for non-emergency joint public works projects.

A. The Requesting Party shall contact the Authorized Representative of one or more of the Participating Governments and provide them with the following information.

1. A general description of the damage sustained;
2. Identification of the part of the infrastructure system for which assistance is needed (e.g., streets, sanitary sewer, potable water, or storm water systems) and the type of work assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
4. The present weather conditions and the forecast for the next twenty-four hours;
5. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Assisting Party;
6. The recommended route between the Requesting Party’s and Assisting Parties’ locations and the travel conditions along that route, based on the best information available.

B. When contacted by a Requesting Party, the Authorized Representative of a Participating Government shall assess his government’s situation to determine whether it is capable of providing assistance. No Participating Government shall be under any obligation to provide assistance to a Requesting Party. If the Authorized Representative determines that their Participating Government is capable of and willing to provide assistance, they shall so notify the Authorized Representative of the Requesting Party, and provide reasonable estimates of the following information:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel;
5. The estimated time when the assistance provided will arrive at the location
designated by the Authorized Representative of the Requesting Party.

C. The personnel and equipment of the Assisting Party shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall suggest work assignments and schedules for the personnel of the Assisting Party; however, the designated supervisory personnel of the Assisting Party shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records and a log of equipment hours; shall be responsible for the operation and maintenance of the equipment furnished by the Assisting Party; and shall report work progress to the Requesting Party. Notwithstanding, anything found elsewhere in this Agreement, the supervisory personnel of the Assisting Party shall have the exclusive right to refuse work deemed by them to be dangerous, unsafe or inappropriate for their crews, equipment, or supplies, given the circumstances.

D. The Assisting Party may, in its sole discretion, withdraw its assistance (in whole or in part) at anytime after giving notice to that effect to the Requesting Party.

E. The Requesting Party, during a declared emergency, shall, as necessary, provide food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to time of their departure. Such benefit shall be furnished when conditions are not suitable for travel or when extended hours of work will not permit sufficient rest period.

F. The Requesting Party shall provide communications between the personnel of the Assisting Party and the Requesting Party.

G. Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive compensation, incidental to their employment.

H. The Requesting Party shall complete a written agreement regarding the assistance to be rendered, setting forth the terms agreed upon in the telephone request to the Assisting Party, and shall transmit said agreement by the quickest practical means to the Assisting Party for approval. A sample form is attached as Appendix C. The Assisting Party shall acknowledge the written agreement by executing and returning a copy to the Requesting Party by the quickest practical means, maintaining a copy for its files.
SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the involved Parties and specified in the written agreement executed in accordance with paragraph 2.H. of this Agreement.

A. Personnel: During the Period of Assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and contracts. The employees of the Assisting Party participating in any services provided to the Requesting Party shall at all times and for all purposes remain employees of the Assisting Party. However, the Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee wages and payroll taxes as provided by Generally Accepted Accounting Principles (GAAP). The Assisting Party shall be responsible to provide coverage of its employees as required by the Maine Workers’ Compensation Act of 1992 (39-A Sections 101-909). The Requesting Party may be liable for damages sustained by an employee of the Assisting Party during the Period of Assistance as set forth in the Act. The injured employee and the Assisting Party shall be entitled to seek and/or recover compensation, benefits and/or damages as provided under the Act.

B. Equipment: The Assisting Party shall be reimbursed for the use of its equipment during the Period of Assistance according to the latest FEMA Schedule of Equipment Rates. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs for the Assisting Party’s equipment during the period of assistance may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.

C. Materials and Supplies: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, willful or wanton misconduct, intentional misuse, or recklessness of the Assisting Party’s personnel. The Assisting Party's personnel shall use reasonable care under the circumstances of a declared emergency in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged plus ten (10) percent of such cost. In the
alternative, the involved Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.

D. Record Keeping: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using formats recommended by FEMA publication DR&R 7 (Disaster Response and Recovery). Requesting Party finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. For non-emergency mutual aid programs, the prepared mutual aid record keeping system invoice form will be use.

E. Payment: Unless otherwise mutually agreed in the written agreement executed, in accordance with paragraph 2.H. or a subsequent written addendum to the agreement, the Assisting Party shall bill the Requesting Party's department for all reimbursable expenses with an itemized invoice not later than sixty (60) days following the Period of Assistance; and the Requesting Party shall pay the bill in full not later than thirty (30) days following the billing date. Unpaid bills shall become delinquent upon the 31st day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it will carry. Each Participating Government will have a letter on file from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier’s letter or the resolution of self-insurance shall be attached as Appendix B to the executed copy of this Agreement, which is filed with the York County Emergency Management Agency, SMPDC, and each Participating Government. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 5. INDEMNIFICATION

Each Member Municipality shall indemnify, defend and hold harmless the other Member Municipalities to this Agreement and its and their officers, agents and employees from all claims, causes of actions, judgments, damages, losses and expenses, including attorney fees, arising out of or resulting from negligent acts or omissions of the indemnifying Member Municipality and its officers, agents or employees in connection
with this agreement. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act (14 M.R.S.A. § 8101 et, seq.) or the Maine Emergency Management Act (37-B M.R.S.A. § 822), as may be amended from time to time, or any other immunities or defenses under other applicable law.

SECTION 6. LENGTH OF TIME FOR EMERGENCY AND NON-EMERGENCY SERVICES

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) calendar days. It may be extended, if necessary, in 72-hour increments Non-emergency assistance will be rendered to the limits satisfactory to partnering effort as mutually agreed by Participating Governments.

SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically renew in successive one (1) year terms when approved under Section 12. The Agreement can be terminated but must be in writing by the participating government. Written notice of such termination shall be made in writing and shall be served personally or by registered mail upon the York County Emergency Management Agency.

SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon proper execution hereof. Each participating government shall file an executed copy of this Agreement with the York County Emergency Management Agency and SMPDC.

SECTION 9. ROLE OF YORK COUNTY EMERGENCY MANAGEMENT AGENCY

The only responsibilities the York County Emergency Management Agency shall have under this Agreement is to serve as a central depository for executed Agreements, to maintain a current listing of Participating Government and their Authorized Representatives which is set forth herein as Appendix D, and to provide an updated copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

SECTION 10. AGREEMENT FILING PROVISIONS

Counterparts of the Agreement with original signatures and copies of insurance letters shall be filed and maintained at the York County Emergency Management Agency in
Alfred, Maine including all Participating Governments. This agreement must be filed with the Secretary of State as well.

SECTION 11. SEVERABILITY

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated so long as the primary goals of the Parties can still be effectuated.

SECTION 12. APPROVAL

APPROVE ONLY ONE BELOW:

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the _____ day of __________, 2016.

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the _____day of__________, 2016 and further reserve the privilege of an automatic annual renewal by same governing body understanding that any lapse to this agreement will result in loss of service from neighboring communities as could be necessary.

PARTICIPATING GOVERNMENT:

CITY/TOWN: ____________________

BY: ____________________________

_______________________________
(Typed or Printed Name and Title)

ATTEST: _________________________ (AFFIX SEAL)

_______________________________
(Typed or Printed Name and Title)

ATTACH INSURANCE LETTER OR RESOLUTION and MAIL AN EXECUTED COPY OF THE AGREEMENT TO:

Southern Maine Planning and Development Commission
110 Main Street  Suite 1400
Saco, ME 04072
Appendix A
Public Works Mutual Aid Agreement
Authorized Representative Contact Information

This document shall be updated and distributed by the York County Emergency Management Agency and SMPDC as set forth in the Public Works Mutual Aid Agreement.

DULY AUTHORIZED REPRESENTATIVE
(the emergency contact for the mutual aid program)

Name:_____________________________________________
Title:_______________________________________________
Municipality:_________________________________________
Address:____________________________________________
City-Town/State/Zip:____________________________________
Work Phone:__________________________________________
Cell/Emergency Phone:________________________________
Email:________________________________________________
Fax:__________________________________________________
Pager:_________________________________________________
Radio Frequency:________________________________________
Appendix B
Public Works Mutual Aid Agreement
Insurance Information from Participating Government
[To be inserted]
Appendix C
Public Works Mutual Aid Agreement
Sample Request Letter and Provide Letter

Sample Letter for Requesting Aid – “Requesting Party”

«Date»

«Name of Provider»
«Address of Provider»

Dear «Provider Contact»;

This letter is to request aid under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by your governing board.

The «Town/City of» requests mutual aid for a disaster that «Is Imminent/Is In Progress/Has Occurred». «Description of Disaster» (try to limit to three sentences).

The services requested are «Specify Equipment, Personnel, Materials, and Supplies». The services will be required for «Length of Time», beginning «Date When Assistance Should Arrive».

Please have your designated personnel meet «Your Contact Person» at «Specify Location» at «Specify Time» on «Specify Date».

Sincerely,

Name of Authorized Recipient Representative
Title of Authorized Recipient Representative
Sample Letter for Providing Aid – “Assisting Party”

«Date»

«Name of Recipient»
«Address of Recipient»

Dear «Authorized Recipient Contact»;

This letter is in response to your request for mutual aid dated «Specify Date» under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by our governing board.

The «Town/City of» will send the following «Specify Equipment, Personnel, Materials, and Supplies» for a period of «Specify Number» days, and will attempt when possible to provide twenty-four (24) hours notice of our intent to terminate assistance.

Our team will arrive at «Specify Location» at «Specify Time» on «Specify Date». «Specify Name» will be responsible for the supervision of our team during its duration in your community.

Sincerely,

Name of Authorized Provider Representative
Title of Authorized Provider Representative
Appendix D
Public Works Mutual Aid Agreement
List of Participating Governments and Their Authorized Representatives

[To Be Inserted]
MEMORANDUM

TO: Mayor Michaud and City Council
FROM: Kevin L. Sutherland, City Administrator
DATE: September 16, 2016
RE: Process to Rescind the School Bond Question

On Tuesday, September 6th, Council voted to approve the school bond question. At about 12:40pm today, the Maine Department of Education released the new application cycle for major school construction projects. Saco could submit an application as another avenue to seek funding for the replacement of Young School.

Concern has been raised by some councilors that should the vote for the school bond go to the public and the bond pass, we will no longer make it near the top of the list for this funding source. Administration was asked to research the process for reconsidering the vote on the bond question.

After consulting with legal counsel, the process is the same for a bond question as it is for any other item a council wishes to bring back to the floor.

This process is not part of the Charter; it’s outlined in your Rules and Order of Business.

Part VIII, F, 3. Reconsideration: A motion to reconsider enables the majority of the assembly to bring back for further consideration a motion that has been voted on. Only a member who voted with the prevailing side can make this motion. If approved, the item can then be taken up.

However, a motion to reconsider is a question that needs raised during the meeting in which the vote had been taken. If approved, it has to be taken up by the next meeting of the Council. In this case, the question to reconsider was not raised during the meeting.
Council’s Rules and Order of Business also references the use of Robert’s Rules for General Procedure guidance. In Robert’s Rules, the voting body can rescind, repeal, or annul a decision. Council always has the right to annul or amend something already adopted. There are no arbitrary restrictions, just a couple of logical ones that might apply to this:

- If the motion you wish to Rescind has been executed in an irreversible manner, you cannot Rescind it.
- If a motion results in a contract and the other party has been informed of the vote, you cannot Rescind the motion.
- If the motion… results in an election/expulsion, and the person involved is officially notified of the voting, you cannot Rescind the motion.
- In order to Rescind a motion, it takes at least a 2/3 vote unless the membership has received a Previous Notice.

We’ve already made the purchase of the local ballot, it was necessary to do so by the 8th of September to place the order in time for absentee ballots. The cost of printing these local ballots is about $5,000 and that money has been encumbered, so one could argue that the motion has been executed and it cannot be Rescinded.

The bond question is the only question on the local ballot, so they could be disposed of without a rush to re-print a new set of ballots (ie – no local portion, just federal and state).

I leave that for Council discussion and debate on Monday.

If, after a discussion over the validity of rescinding the motion and Council wants to move forward, Council Minthorn has made it clear that he’d be willing to support a motion (thereby satisfying the 4th bullet point above), a majority of Council would be needed to Rescind the order to Authorize the School Bond Question made on September 6th.