SACO CITY COUNCIL MEETING
MONDAY, SEPTEMBER 14, 2020 – 6:30PM
ONLINE MEETING VIA ZOOM (sacomaine.org/watchmeetings)

I. CALL TO ORDER
II. RECOGNITION OF MEMBERS PRESENT
III. PLEDGE OF ALLEGIANCE
IV. GENERAL
V. COMMITTEE CORRESPONDENCE TO COUNCIL
VI. PUBLIC COMMENT
VII. APPROVAL OF MINUTES
   A. Approval of Minutes from August 17, 2020
VIII. CONSENT ITEMS
   A. Accept Planning Board’s Report Proposed I-2 Zoning Amendment – Large Commercial Vehicle Sales and Service Use
   B. Confirm the Mayor’s Appointments to the WRRD Coastal Resiliency Ad Hoc Committee
   C. Confirm the Mayor’s Appointment to the Arts Commission – Cathy Stackpole
   D. Confirm the Mayor’s Appointment to the Intercultural Competency and Awareness Ad Hoc Committee – Bre Kidman
   E. Confirm Mayor's Appointment to the Saco River Corridor Commission – Eduard Chenette
   F. Confirm Mayor’s Appointments to the Conservation Commission – Natalie Ben-Ami and Ashley Salguero-Gonzalez
IX. ACTION ITEMS
   A. (Public Hearing) Proposed I-2 Zoning Amendment – Large Commercial Vehicles Sales and Service Use
   B. Sale of 90 Temple Street (Map 39 Lot 168)
   C. ACOE Letter of Support
   D. Acceptance of the FY2020 Annual Report
   E. (Tabled 8-17-20) Biddeford Saco Old Orchard Beach Transit Lease Approval
   F. Saco Main Street Lease Approval
X. NEW BUSINESS
   A. City Historian Discussion
XI. ADMINISTRATIVE UPDATE
XII. COUNCIL DISCUSSION AND COMMENT
XIII. EXECUTIVE SESSION: N/A
XIV. REPORT FROM EXECUTIVE SESSION
XV. ADJOURNMENT
MEETING ITEM COMMENTARY

AGENDA ITEM: Accept Planning Board report on the proposed I-2 Zoning Amendment – Large Commercial Vehicle Sales and Service Use

COUNCIL RESOURCE: Councilor Nathan Johnston, Liaison to the Zoning Ordinance Revision (ZOR) Steering Committee & Planning Board

STAFF RESOURCE: Denise Clavette, Planning & Economic Development Director

BACKGROUND: Proposed Use Requires a Zoning Amendment
The new permitted use definition to the I-2 Zoning District was presented to the Planning Board at its August 4, 2020 meeting:

"Large commercial vehicle sales and service: An establishment primarily for the sale of new and used specialized vehicles and/or construction equipment, all larger than 10,000 pounds gross vehicle weight rating, including but not limited to mobile cranes, earth moving equipment, fire and rescue apparatus, drivable RV’s, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.

Planning Board Outcome & Report to City Council
On August 4, 2020, the Planning Board deliberated on the proposed zoning amendment and moved and seconded to accept the use of “Large commercial vehicle sales and service” as a conditional use in the I-2 zone with the following definition (a change from the staff proposed definition): “An establishment primarily for the sale of new and used specialized vehicles all larger than 10,000 pounds gross vehicle weight rating, including but not limited to fire and rescue apparatus, drivable RV’s; and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly but does not include the processing or storage of raw materials or salvaging operations”. After continued deliberation, the motion failed with a 3-3 vote. The Planning Board voted on the report on the zoning amendment at their August 18, 2020, and submit this report City Council for acceptance at their meeting on September 14, 2020.

EXHIBITS: 1. Planning Board Report, August 18, 2020

RECOMMENDATION: Staff recommends that the Planning Board Report on the Proposed I-2 Zoning Amendment be accepted by the City Council.

SUGGESTED MOTION: “I move to accept the Planning Board Report of August 18, 2020 on the Proposed I-2 Zoning Amendment be accepted.”
TO: Planning Board

FROM: Denise Clavette, Director

RE: I-2 Zoning Amendment: Draft Report to City Council

DATE: August 12, 2020

On July 13, 2020, the City Council referred a proposed I-2 zoning district amendment to the Planning Board for a public hearing and a report back to the City Council per section 230-1401 of the City’s ordinances. The Planning Board held the public hearing on July 21st.

After the public hearing, the Planning Board provided feedback to Staff on the proposal to add “automobile dealer” use with performance standards for the I-2 zoning district. Several Board members expressed concerns about the initially proposed automobile dealer use and associated performance standards.

To address these comments from the Board, Staff and City Attorney Tim Murphy considered several options, including adding a new use, further modifying the performance standards for “automobile dealer,” or modifying the definition of “light industry.” Staff received feedback from the Planning Board that adding a new use to the ordinance rather than trying to add performance standards or otherwise modify an existing use helps ensure that the use is transparent and will only be allowed within the I-2 district. Staff worked with City Attorney Tim Murphy, and provided the following new use definition to the Planning Board at its August 4th meeting:

**Large commercial vehicle sales and service**

*An establishment primarily for the sale of new and used specialized vehicles and/or construction equipment, all larger than 10,000 pounds gross vehicle weight rating, including but not limited to mobile cranes, earth moving equipment, fire and rescue apparatus, drivable RV’s, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.*

At its August 4, 2020 meeting, the Planning Board moved to accept the use of “Large commercial vehicle sales and service” as a conditional use in the I-2 zone with the following definition: “An establishment primarily for the sale of new and used specialized vehicles all larger than 10,000 pounds gross vehicle weight rating, including but not limited to fire and rescue apparatus, drivable RV’s, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.” The motion did not pass, with a 3-3 vote. The Board continues to remain divided on this item.

On August 18, 2020, the Planning Board voted 7-0 to accept the above report.
MEETING ITEM COMMENTARY

AGENDA ITEM: Confirm the Mayor’s Appointments to the WRRD Coastal Resiliency Ad Hoc Committee

COUNCIL RESOURCE: Councilor Jodi MacPhail

STAFF RESOURCE: Howard Carter, Water Resource Recovery Director
Emily Roy, Communications Director

BACKGROUND: On August 3rd and August 17th, the City Council authorized the creation of a WRRD Coastal Resiliency Ad Hoc Committee to bring together community members, City Councilors, and city staff to identify a set of community goals to guide future investment and priorities for the Water Resource Recovery Department.

The WRRD and Communications Department are partnering with the US Environmental Protection Agency to convene this community stakeholder group to facilitate and support meaningful conversations between the anchor institution and community members.

Mayor Doyle recommends the following to serve on this committee:

Community Members:
- Amy Safford
- Althea Masterson
- Kevin Mesick
- Ashley Gonzalez
- Eduard Chenette
- Dan Chadbourne
- Curt Brown
- Kevin Roche

City Councilors:
- Councilor Jodi MacPhail

City Staff:
- Emily Roy, Communications Director
- Howard Carter, WRRD Director
- Stacy Thompson, WRRD Deputy Director
- Joe Laverriere, City Engineer
- Emily Cole-Prescott, WRRD Industrial Compliance Manager

RECOMMENDATION: Staff recommends approval. The Mayor recommends approval of the above list.

SUGGESTED MOTION: "Be it Ordered that the City Council confirm the Mayor’s appointments to the WRRD Coastal Resiliency Ad Hoc Committee. I move to approve the Order.”
MEETING ITEM COMMENTARY

AGENDA ITEM: Confirm the Mayor’s Appointment to the Arts Commission – Cathy Stackpole

STAFF RESOURCE: Bryan Kaenrath, City Administrator

COUNCIL RESOURCE: Councilor Nathan Johnston

BACKGROUND: The purpose of this commission is to bring together members of the community, City Councilors, and staff to improve the aesthetic quality of the City’s public spaces. The commission will encourage and support art in our community while strengthening economic development and improving quality of life. The commission will act as an advisory body to the City Council and City staff to provide expertise on visual arts to enrich the cultural life of the community.

The commission, appointed by the Mayor and approved by Council, will consist of 9 members.

The Mayor is recommending the appointment of Cathy Stackpole to serve on the Arts Commission.

RECOMMENDATION: Staff recommends approval

SUGGESTED MOTION: “Be it Ordered that the City Council confirm the Mayor’s appointment of Cathy Stackpole to the Arts Commission”

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

AGENDA ITEM: Confirm the Mayor’s Appointment to the Intercultural Competency and Awareness Ad Hoc Committee – Bre Kidman

STAFF RESOURCE: Bryan Kaenrath, City Administrator

COUNCIL RESOURCE: Councilor Lynn Copeland

BACKGROUND: The purpose of this ad hoc committee is to bring together members of the community, Councilors and staff to address inequality and bias issues in our community.

The Intercultural Competency and Awareness Committee shall be composed of up to 21 members, to be appointed by the Mayor and approved by the City Council. Each Commission member shall be a resident of the city, or a City staff member, shall be persons qualified to perform the duties of such office, and shall serve without compensation.

The committee, appointed by the Mayor, may consist of:

• 10 Residents (1 from each ward & 3 at large for three-year terms)
• 5 Current City Committee Members (1 from each: Historical Preservation Commission, Age Friendly, Planning Board, Conservation Commission and School Board
• 5 Staff
• 1 Council Liaison – Councilor Marshall Archer

The Mayor is recommending the appointment of Bre Kidman to serve on the Intercultural Competency and Awareness Committee.

RECOMMENDATION: Staff recommends approval

SUGGESTED MOTION: “Be it Ordered that the City Council confirm the Mayor’s appointment of Bre Kidman to the Intercultural Competency and Awareness Ad Hoc Committee”

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

AGENDA ITEM: Confirm Mayor’s Appointment to the Saco River Corridor Commission – Eduard Chenette

COUNCIL RESOURCE: Councilor Jodi MacPhail, Ward 6

STAFF RESOURCE: Bryan Kaenrath, City Administrator

BACKGROUND: The Saco River Corridor Commission is statutorily authorized by MRSA Title 38, Chapter 6. The Commission is charged with implementing statutory provisions of State law to protect overall health and quality of the Saco River Corridor.

Per Statute, the Commission consists of one member and one alternate member from each municipality. Commissioners serve three-year terms, per by laws. This appointment is for fulfillment of vacated terms, until November 6, 2020.

RECOMMENDATION: The Mayor recommends confirmation of this appointment to the Saco River Corridor Commission seat, of vacated term set to expire on November 6, 2020.

SUGGESTED MOTION: “Be it Ordered that the City Council confirm the Mayor’s appointment of Eduard Chenette to the Saco River Corridor Commission, to fulfill unexpired term until November 6, 2020.

I move to approve the Order.”
MEETING ITEM COMMENTARY

AGENDA ITEM: Confirm the Mayor’s Appointments to the Conservation Commission – Natalie Ben-Ami and Ashley Salguero-Gonzalez

COUNCIL RESOURCE: Councilor Joe Gunn

STAFF RESOURCE: Bob Hamblen, Interim City Planner
Michele Hughes, City Clerk

BACKGROUND: The Conservation Commission is comprised of eleven regular members and four associate members. Members serve terms as outlined in section 4-37 of the Administrative Code.

Mayor Doyle has recommended appointment of Natalie Ben-Ami (Ward 3) to fill a vacancy that will expire on 2/20/21, and Ashley Salguero-Gonzalez (Ward 6) to fill a vacancy that will expire on 3/19/21.

RECOMMENDATION: The Mayor recommends confirmation of Natalie Ben-Ami and Ashley Salguero-Gonzalez to the Conservation Commission as regular members.

SUGGESTED MOTION: “Be it Ordered that the City Council confirm the Mayor’s appointment of Natalie Ben-Ami and Ashley Salguero-Gonzalez to the Conservation Commission, as regular members in order to fill unexpired terms as noted above.”

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

AGENDA ITEM: Proposed I-2 Zoning Amendment – Large Commercial Vehicle Sales and Service Use

COUNCIL RESOURCE: Councillor Nathan Johnston, Liaison to the Zoning Ordinance Revision (ZOR) Steering Committee & Planning Board

STAFF RESOURCE: Denise Clavette, Planning & Economic Development Director

BACKGROUND: Sale of 351 North Street (existing Public Works building)
On March 30, 2020, as a result of a competitive RFP process, the City Council voted 6-1 to accept a development proposal for 351 North Street, with the understanding that this proposal would require a zoning amendment for the use within the I-2 district. The selected development proposal utilizes the existing public works building for large, commercial vehicle sales and service for the sales, service, repair and maintenance, primarily for emergency service vehicles.

Proposed Use Requires a Zoning Amendment
To accommodate the accepted proposal, and after much research and consideration of the fact that the City has been working to consolidate uses with the Zoning Ordinance Revision (separate process), staff proposed adding “automobile dealer” use with performance standards to this district. (It is important to note that the remaining three respondents to the RFP would have required some form of a zoning amendment as well).

Staff introduced this proposal to the Planning Board in workshop on June 30, 2020 following up with a formal proposal on July 7, 2020. The City Council then referred this amendment to the Planning Board per Zoning Ordinance Section 230-1401 on July 13, 2020. The Planning Board held its public hearing about this amendment on July 21, 2020 noting new concerns about the proposed performance standards and the possibility of “loopholes.”

Staff took the Planning Board’s feedback, after the public hearing, and worked with City Attorney Tim Murphy, to consider several options including adding a new use, further modify the performance standards for “automobile dealer,” or modify the definition of “light industry.” Adding a new use to the ordinance rather than trying to add performance standards or otherwise modify an existing use, helps ensure that the use is transparent and will only be allowed within the I-2 district; and was consistent with the direction Staff received from the Planning Board.
The following new permitted use definition to the I-2 Zoning District was presented for consideration to the Planning Board for its August 4, 2020 meeting:

**“Large commercial vehicle sales and service: An establishment primarily for the sale of new and used specialized vehicles and/or construction equipment, all larger than 10,000 pounds gross vehicle weight rating, including but not limited to mobile cranes, earth moving equipment, fire and rescue apparatus, drivable RV’s, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.”**

**Planning Board Outcome**

On August 4, 2020, the Planning Board deliberated on the proposed zoning amendment and moved and seconded to accept the use of “Large commercial vehicle sales and service” as a conditional use in the I-2 zone with a new definition (a change from the staff proposed definition). See attached Planning Board report for more information. The motion failed with a 3-3 vote. The Planning Board accepted their report on this amendment at their meeting held August 18, 2020. The report is scheduled to be accepted by the City Council at their September 14, 2020 meeting.

**City Council First Reading and Schedule a Public Hearing**

At their August 17, 2020 meeting, the City Council held the First Reading and Scheduled the Public Hearing for the Proposed I-2 Zoning Amendment – Large Commercial Vehicle Sales and Service Use for September 14, 2020.

**City Council Public Hearing on the Proposed I-2 Zoning Amendment – Large Commercial Vehicle Sales**

Public Hearing on the new permitted use definition to the I-2 Zoning District, is scheduled for September 14, 2020. It is anticipated that the public hearing will be opened and closed; and the Final Reading and Final Vote be scheduled for the City Council Meeting on September 21, 2020.

**EXHIBITS:**

1. Large commercial vehicle sales and service definition and I-2 zoning district permitted use table

**RECOMMENDATION:**

City staff recommends that the City Council open and close the Public Hearing this evening, on September 14, 2020, on the new permitted use definition to the I-2 Zoning District, as presented in the First Reading and Scheduling of the Public Hearing held at the City Council Meeting August 17, 2020; and that the City Council schedule the Final Reading and Final Vote for the City Council Meeting for September 21, 2020.
SUGGESTED MOTIONS:

“I move to open the Public Hearing on September 14, 2020 regarding the following order, in substantially the same form as presented: 'Be it ordered that the City Council accept the new permitted use in the I-2 Zoning District of Large commercial vehicle sales and service: An establishment primarily for the sale of new and used specialized vehicles and/or construction equipment, all larger than 10,000 pounds gross vehicle weight rating, including but not limited to mobile cranes, earth moving equipment, fire and rescue apparatus, drivable RV's, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.'”

“I move to close the Public Hearing on September 14, 2020 regarding the following order, in substantially the same form as presented: 'Be it ordered that the City Council accept the new permitted use in the I-2 Zoning District of Large commercial vehicle sales and service: An establishment primarily for the sale of new and used specialized vehicles and/or construction equipment, all larger than 10,000 pounds gross vehicle weight rating, including but not limited to mobile cranes, earth moving equipment, fire and rescue apparatus, drivable RV's, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.'”

“I move to schedule the Final Reading and Final Vote on September 21, 2020 regarding the following order, in substantially the same form as presented: 'Be it ordered that the City Council accept the new permitted use in the I-2 Zoning District of Large commercial vehicle sales and service: An establishment primarily for the sale of new and used specialized vehicles and/or construction equipment, all larger than 10,000 pounds gross vehicle weight rating, including but not limited to mobile cranes, earth moving equipment, fire and rescue apparatus, drivable RV's, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.'”

A. Permitted uses:
   (1) Hotels and motels.
   (2) Retail uses (I-2b only).
   (3) Accessory uses, including eating establishments associated with hotels and motels.
   (4) Teen center.
   (5) Financial institutions.
   (6) Business offices.
   (7) Business services.
   (8) Hospitals and clinics for humans.
   (9) Research and testing labs.
   (10) Light industry.
   (12) Essential services.
   (13) Municipal uses.
   (14) Recycling center.
   (15) Nursery school.
   (16) Adult day-care center, Type 1 and 2.
   (17) Municipal animal incinerator.
   (18) Enclosed sports arena.
   (19) High-voltage transmission lines.
   (20) Commercial school.
   (21) Elder/disability housing facility - limited service.
   (22) Elder/disability care facility - full service.
§ 230-410.20

(23) Elder/disability housing facility (in conjunction with Use 21 or 22).

(24) Places of worship. [Amended 7-16-2012]

(25) Medical marijuana caregivers, growing. [Amended 9-19-2016]

(26) Medical marijuana caregivers, growing facility. [Amended 9-19-2016]

(27) Food processing facilities. [Added 3-12-2018]

(28) Large commercial vehicle sales and service

§ Conditional uses:

(1) Self-service storage units.

(2) Distribution (including not more than 10% of gross floor space for retail purposes).

(3) Public and private schools.

(4) Day-care centers.

(5) Registered dispensary, grow-only.

(6) Addiction treatment facility.

(7) Car washes in I-2 only (not to include I-2b) [Amended 11-5-2012]

1. Editor’s Note: This amendment provided an effective date of 4-12-2018.
all activity occurs within a building or fully enclosed structure. Indoor recreation includes, by way of example only, skating rinks, bowling alleys, gymnasium, racquetball clubs and indoor tennis facilities. [Amended 2-19-2002]

JUNKYARD — A yard, field, or other parcel of land used as a place for disposal or long-term storage of: [Amended 2-19-2002]

A. Discarded, worn-out or junked plumbing and heating supplies or household appliances and furniture;
B. Discarded scrap and junked lumber;
C. Old or scrap copper, brass, rope, rags, batteries, paper, rubber, and all scrap iron, steel and other ferrous or nonferrous material, including motor vehicles.

KENNEL — Except as provided for in the definition of "boarding kennel," the term "kennel" shall apply to four or more dogs or four or more cats owned singly or jointly and living on a single premises, for any purpose, including, but not limited to, breeding, hunting, show, training, hobby, trails or exhibition purposes. This definition shall not apply to dogs or cats under the age of six months. [Amended 6-21-1993]

LARGE COMMERCIAL VEHICLE SALES AND SERVICE — An establishment primarily for the sale of new and used specialized vehicles and/or construction equipment, all larger than 10,000 pounds gross vehicle weight rating, including but not limited to mobile cranes, earth moving equipment, fire and rescue apparatus, drivable RV’s, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.

LIGHT INDUSTRY — A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, packaging, incidental storage, sales, and distribution of such products. The use includes, by way of example only, the following: bakeries, bottling, printing and publishing, pharmaceutical, machine shops, precision instruments, watchmakers, wood products, assembly of electrical components, canteen services, tool and die shops, and the packaging of foods. Light industrial uses do not include the processing of raw materials or salvaging operations. [Amended 3-2-1992]

LOT — A continuous parcel of land in single or joint ownership, described on a deed, plot plan, or similar legal document and having frontage.
TO: Planning Board  
FROM: Denise Clavette, Director  
RE: I-2 Zoning Amendment: Draft Report to City Council  
DATE: August 12, 2020

On July 13, 2020, the City Council referred a proposed I-2 zoning district amendment to the Planning Board for a public hearing and a report back to the City Council per section 230-1401 of the City’s ordinances. The Planning Board held the public hearing on July 21st.

After the public hearing, the Planning Board provided feedback to Staff on the proposal to add “automobile dealer” use with performance standards for the I-2 zoning district. Several Board members expressed concerns about the initially proposed automobile dealer use and associated performance standards.

To address these comments from the Board, Staff and City Attorney Tim Murphy considered several options, including adding a new use, further modifying the performance standards for “automobile dealer,” or modifying the definition of “light industry.” Staff received feedback from the Planning Board that adding a new use to the ordinance rather than trying to add performance standards or otherwise modify an existing use helps ensure that the use is transparent and will only be allowed within the I-2 district. Staff worked with City Attorney Tim Murphy, and provided the following new use definition to the Planning Board at its August 4th meeting:

**Large commercial vehicle sales and service**

An establishment primarily for the sale of new and used specialized vehicles and/or construction equipment, all larger than 10,000 pounds gross vehicle weight rating, including but not limited to mobile cranes, earth moving equipment, fire and rescue apparatus, drivable RV’s, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.

At its August 4, 2020 meeting, the Planning Board moved to accept the use of “Large commercial vehicle sales and service” as a conditional use in the I-2 zone with the following definition: “An establishment primarily for the sale of new and used specialized vehicles all larger than 10,000 pounds gross vehicle weight rating, including but not limited to fire and rescue apparatus, drivable RV’s, and semi-tractor trailer trucks. This use includes repair, manufacturing, fabrication and assembly, but does not include the processing or storage of raw materials or salvaging operations.” The motion did not pass, with a 3-3 vote. The Board continues to remain divided on this item.

On August 18, 2020, the Planning Board voted 7-0 to accept the above report.
MEETING ITEM COMMENTARY

AGENDA ITEM: Sale of 90 Temple Street (Map 38 Lot 168)

COUNCIL RESOURCE: Councilor Nathan Johnston, Ward 7

STAFF RESOURCE: Isabelle Oechslie, Planning & Economic Development Associate
Staff Liaison to Historic Preservation Commission

BACKGROUND: The property located at 90 Temple Street, Saco, experienced a fire in 2012. The roof has been left open to the elements since then, for the past eight years. At some point after the fire, the previous owner abandoned the property. In 2016, the city obtained the property through tax foreclosure. A timeline of city actions relative to this site is included in below links to previous meeting materials. In February 2020, Staff completed several site visits, and with the collaboration of the Historic Preservation Commission, hired Allied Engineering (on the city’s general engineering services list) to complete a structural engineering assessment. At its February 26, 2020 meeting, the Historic Preservation Commission recommended that the property be sold. At its April 7, 2020 meeting the Planning Board recommended to the City Council that the City sell the property.

After going through a Chapter 81 review process, the City Council authorized the City Administrator to initiate a Request for Proposals for disposition of city-owned property at 90 Temple Street. Staff advertised the RFP, with a closing date of August 14, 2020. During that time, staff held five site walks with potential bidders and received two bids.

A selection committee (consisting of Emily Cole-Prescott, former City Planner; David Twomey, Code Enforcement Officer; Denise Clavette, Planning & Economic Development Director; Isabelle Oechslie, Planning & Economic Development Associate; Kelley Archer, HPC Chairwoman) reviewed the bids and recommend awarding the RFP to Biddeford Housing Authority, based on submitted materials.

Responses to the RFP were reviewed based on the following criteria:

- Evidence showing how the proposal represents highest and best use of the property in terms of direct or indirect financial, economic, or community benefits;
- Ability to rehabilitate/redevelop the site using recognized historic preservation funding program(s), such as federal tax credits and/or Maine Preservation’s Protect and Sell program;
- Professional qualification of bidder and team, relative to similar historic properties and completed projects;
- Quality and character of the proposal, especially relevant to community and compatibility of nearby properties and area;
- Bid amount.

Biddeford Housing Authority is proposing to rehabilitate the building (according to the Secretary of the Interior’s Standards for Rehabilitation) into four residential units for low-to-moderate income individuals (including but not limited to those who are elderly, disabled, or handicapped). One of the units will be left vacant for temporary use by the City of Saco’s General Assistance program.

EXHIBITS:
1. Link to documentation provided on May 4th: [May 4th Council packet](#) (see page 2)
2. Link to documentation provided on April 27th: [April 27th Council packet](#) (see page 33)
3. RFP for the Sale and Rehabilitation / Redevelopment of Real Estate
4. RFP response from Biddeford Housing Authority

RECOMMENDATION: Staff recommends that the City Council award the RFP to Biddeford Housing Authority based on submitted bid amount and proposed rehabilitation and reuse of 90 Temple Street as presented in the RFP response, and authorize the City Administrator to negotiate a purchase and sale agreement for the sale of 90 Temple Street in the amount of $1,000.

SUGGESTED MOTION: “I move that the City Council award the RFP to Biddeford Housing Authority based on submitted bid amount and proposed rehabilitation and reuse of 90 Temple Street as presented in the RFP response, and authorize the City Administrator to negotiate a purchase and sale agreement for the sale of 90 Temple Street in the amount of $1,000.”
City of Saco
Request for Proposals
Sale and Rehabilitation / Redevelopment of Real Estate
90 Temple Street, Saco, ME 04072

*RFP Deadline Extended*

The City of Saco seeks development proposals for the sale and rehabilitation of city-owned real estate at 90 Temple Street. The parcel contains approximately .25 acre of land with an 1890s Queen Anne style home of approximately 4,000 square feet of floor area designed by Josiah Littlefield, a well-known New England architect.

In April 2012, the property experienced a fire that has left the home exposed to the elements and only protected by tarps covering exposed portions of the roof. The property is listed on the National Register of Historic Places and is listed on Maine Preservation’s Endangered Properties List. The city had the structure inspected by an engineer in February 2020, and this report is available as an attachment to this RFP. While the city recognizes the extensive damage of the historic home, because of its National Register listing and its significance to the community, the city seeks proposals to have the property redeveloped in a method that preserves historic character but also provides the best option of redevelopment for both the city and potential purchaser. While the city’s preference is to obtain the assessed value of the land, this RFP has no minimum bid. Preference shall be given to those proposals that offer the best rehabilitation project and propose use of historic preservation construction techniques. Additionally, preference shall be given to those proposals that plan to use a state, recognized non-profit, or federal historic preservation funding program for the property, such as federal tax credits and/or the Protect and Sell Program.

The city plans to provide the property in as-is condition. The city offers prospective buyers the opportunity to tour the property through August 13th by appointment only. To schedule a tour, please contact Isabelle Oechslie, Planning & Economic Development Associate, at 207-282-3487. Tours are scheduled based on availability of staff and prospective purchaser(s).

Proposals will be accepted until 11:00 AM on Friday, August 14, 2020 electronically submitted to Emily Cole-Prescott, City Planner at Eprescott@sacomaine.org with the subject line: “RFP – 90 Temple Street Sale.”

Any questions regarding the project specifications should be directed to Emily Cole-Prescott, City Planner, by emailing Eprescott@sacomaine.org. Deadline for questions is Wednesday, August 12th by 5 PM.

The attached response form must be completed and included with your proposal. Failure to submit a complete package will nullify your proposal. The City of Saco reserves the right to accept or reject any or all proposals or negotiate with a proposer following the opening without right or recourse by vendors, if it is in the best interest of the City to do so.

The City of Saco is sales tax exempt.

Reviewed and approved by:

Bryan Kaenrath, City Administrator

8/10/2020

Date
City of Saco  
Request for Proposals  
Sale and Rehabilitation / Redevelopment of Real Estate  
90 Temple Street

RFP Circulation Date: Thursday, June 25, 2020
Proposal Submission Due Date: Friday, August 14, 2020 at 11:00 AM  
(Original deadline extended)

Introduction:

The City of Saco seeks development proposals for the sale and rehabilitation of city-owned real estate at 90 Temple Street. The parcel contains approximately .25 acre of land with an 1890s Queen Anne style home of approximately 4,000 square feet of floor area designed by Josiah Littlefield, a well-known New England architect. The city, acting through the Planning & Economic Development Department, seeks a qualified buyer to purchase and improve the property. Proposals will be evaluated on several factors including, but not limited to: potential use of the site; incorporation of recognized historic preservation funding program(s); negotiated sale price; and evaluation criteria described below. To be considered, bidders must submit a proposal in response to this Request for Proposals (RFP) in the manner described herein.

Property Details:

The property is situated on a .25-acre parcel and consists of an 1890s Queen Anne Style home with attached carriage house and apartment. The primary structure and carriage house were built in 1890. The city has no record of the apartment being permitted. The building is connected to public water and city sewer. The structure will need significant upgrades and construction improvements, ranging from new electrical, heating, structural support beams, new roof, new floors, and new interior walls. The fire damage is extensive, and since 2012, sections of the home have been left open to weather damage.

Property is currently zoned R-3 (high density district), which provides for several types of permitted and conditional uses, including multi-family and professional offices. The city has been undergoing a zoning ordinance revision, which will rename the zone High Density Residential, and will allow for similar uses at slightly higher density. Close to city services, this property could be redeveloped per current or proposed zoning (depending on timeline) and the comprehensive plan, located within walking distance to two vibrant city centers.

The city has had a February 2020 structural engineering assessment completed of the buildings on the parcel. The city is looking to sell this property as is, with no additional improvements. The city is not responsible for any additional remediation that will be required, such as lead, mold damage, asbestos, etc. All proposers acknowledge condition of the current property.

Access to the property is from Temple Street, conveniently located near Elm, Scamman, and Pleasant Streets. This area of the city has been rapidly growing, connecting the downtown to walkable locations throughout the Saco and Biddeford area, a growing regional center serving more than 40,000 residents.
Background:

The City of Saco is a service center community within the Portland-South Portland-Biddeford Metropolitan Statistical Area (pop. 523,874). Access to Saco is convenient and multi-modal, via I-95, U.S. Route 1, the Amtrak Downeaster, and the Eastern Trail. Saco is a 20-minute drive from Maine’s largest city, Portland, and a one hour, 45-minute drive from Boston.

Saco is the 10th largest community in Maine.¹ The Saco Industrial Park, Spring Hill Industrial Park, and the Mill Brook Business Park host a variety of office, technology, light industrial and distribution businesses.

Saco’s historic downtown is one of many distinctive features that draw new residents and visitors to the community. Two National Register historic districts encompass a variety of 19th and 20th century industrial, commercial and residential buildings in a downtown that borders the Saco River, easily explored via the City’s River Walk. The City’s coast features miles of sandy beach on beautiful Saco Bay, including the quiet wonders of Ferry Beach State Park and the Rachel Carson Preserve. The Saco Heath and Cascade Falls are unique natural resources accessible thanks to a City-wide trails network.

Saco Main Street, a Main Street America organization, the Biddeford-Saco Chamber of Commerce, and the City’s Planning and Economic Development Department are quick to point to all of the above and more as reasons why Saco – “Friendly by Nature” – is the community of choice for residents, new arrivals, and business relocation.

Terms and Conditions of Sale:

Sale of the property will be subject to, but not limited to, the following conditions:

**Use of Historic Preservation Program Funding.** Preference shall be given to those proposals that incorporate use of state, federal or non-profit historic preservation program funding for rehabilitation and redevelopment.

**Bid Price.** The city is not requiring a minimum bid.

**Opportunity for Inspection.** Bidders are encouraged to visit the site by appointment only through August 13th. Call 207-282-3487 to schedule a site visit. Tours are scheduled based on availability of staff and prospective purchaser(s).

**Assumption of Responsibility for Inspection.** The bidder shall be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.

**No Representations or Warranties from the City.** The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City’s behalf concerning the property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder’s sole judgment affect or influence the bidder’s acquisition and use of the property. Accordingly, the City will

¹ [https://www.maine-demographics.com/cities_by_population](https://www.maine-demographics.com/cities_by_population)
only agree to sell the property via a Quitclaim Deed, and on an “AS IS, WHERE IS, WITH ALL FAULTS” basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the property. The bidder must be willing to accept the title to the property on an “AS IS” and “WHERE IS” basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder’s proposed redevelopment/rehabilitation of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

Available Report. In February 2020, Allied Engineering, on behalf of the City of Saco, completed a structural engineering assessment of the property. This assessment is included as an attachment to this document.

Release of the City from Liability for Property Condition. The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.

Site Visit Requirements. Before any and all proposer(s) may enter the structure at 90 Temple Street for a site visit, that proposer must first request a visit with city staff. Staff will share a video of 90 Temple Street with anyone who is interested in a site visit. All those looking to physically enter the structure at 90 Temple Street will be required to sign a Hold Harmless Agreement, acknowledging the site condition before entrance. With recent public health concerns, all those who enter the site will be escorted by city staff and are required to wear face masks.

Development Review Process. The rehabilitation/redevelopment of 90 Temple Street is also subject to later local review and approval process, and subject to State regulations.
Proposal Requirements:

Proposal packages must include:

- A statement describing any recognized state, federal, or non-profit historic funding programs, such as federal tax credits or the Maine Preservation Protect and Sell Program.
- A statement indicating how your proposal represents the best use of the property in terms of direct or indirect community, historic, or financial benefits.
- A formal letter of interest on letterhead of principal developer, if a single entity, or the principal entity of the respondent, where the respondent is a team.
- Identification of the respondent or business with contact information, including a description and general history of the individual, firm, or entity that is anticipated to become the owner of record, and/or will have the primary responsibility for implementing the development proposal. The respondent’s specific experience to implement the type of project proposed should be highlighted.
- A proposed development plan outlining the proposed use of the property, a corresponding funding plan, and timing of project completion.
- A proposed timeline for taking occupancy of the property under the proposed development plan.
- An offer of payment for the property (no minimum bid required).
- A document providing evidence of bidder’s financial capability or proposal to ensure financial capacity to complete the development plan.

Failure to provide any of the above requested information may result in disqualification of proposal. The City reserves the right to request additional information pertaining to the proposal package, or any other matters related to the Request for Proposal. Proposal documents, including the offer of payment, must be signed by persons authorized to contractually bind the bidder.

Bidders may schedule a site visit to 90 Temple Street by appointment only through August 13th. Call 207-282-3487 to request to schedule a site visit.

Evaluation Criteria:

The city will only review complete proposals received by the specified deadline and per the listed requirements. Finalists may be selected to present their respective proposals to the selection committee for review. Finalists shall be scored and ranked based on criteria that include but are not limited to:

- Evidence showing how the proposal represents highest and best use of the property in terms of direct or indirect financial, economic, or community benefits;
- Ability to rehabilitate/redevelop the site using recognized historic preservation funding program(s), such as federal tax credits and/or Maine Preservation’s Protect and Sell program;
- Professional qualification of bidder and team, relative to similar historic properties and completed projects;
- Negotiated sale price;
- Inclusion of all required proposal components;
- Ability to develop and rehabilitate/redevelop the property;
- Quality and character of the proposal, especially relevant to community and compatibility of nearby properties and area;
- Other factors deemed relevant by selection committee.
Following the review process and following a final City Council vote to authorize a sale of the premises, City staff plan to negotiate an agreement with the selected respondent.

**Submission:**

Please refer to the City’s website, www.sacomaine.org, throughout the process for additional information which may become available. Submissions must be received electronically by Friday, August 14, 2020 by 11:00 AM, submitted to Emily Cole-Prescott, City Planner with the subject line “RFP – 90 Temple Street Sale” to EPrescott@sacomaine.org.

Proposals shall not be returned, and the proposals submitted, and any ideas contained therein for use, re-use and/or development of the parcel, shall become the sole and exclusive property of the City of Saco without further claim or demand. Your proposal must include responses to all requirements contained within this RFP. By submitting a proposal, the bidder agrees to all applicable provisions, terms and conditions associated with this RFP. This RFP, your submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

IF ANY PART OF THE PROPOSAL INCLUDES CONFIDENTIAL FINANCIAL INFORMATION OR TRADE SECRETS SUCH INFORMATION MUST BE CLEARLY MARKED AS CONFIDENTIAL WITHIN THE RFP, OR ANY ATTACHMENT WHERE SUCH INFORMATION IS FOUND, OTHERWISE THE CITY WILL DEEM ALL MATERIAL SUBMITTED AS A PUBLIC RECORD QUALIFIED FOR POSSIBLE DISCLOSURE.

Questions regarding the proposal specifications should be directed to Emily Cole-Prescott at EPrescott@sacomaine.org. All questions must be submitted in writing no later than Wednesday, August 12th by 5 PM. Questions and answers regarding the RFP may be shared with all known to be interested in submitting a proposal.

**Attachments:**

- Attachment A – Structural Engineering Assessment dated February 2020
- Attachment B – Maine Preservation Findings dated February 2020
City of Saco
Sale and Rehabilitation / Redevelopment of Real Estate
RFP Response Form
90 Temple Street

Please complete the following response form. Amounts are to be shown in both words and figures. In the case of a discrepancy, the written word shall apply.

Total Contract Sum:

$________________________

Total Contract Sum (in words):

_____________________________________________________________ Dollars

Quotes shall be honored for ninety (90) days.
## City of Saco
### Sale and Rehabilitation / Redevelopment of Real Estate
### Vendor Information Form
#### 90 Temple Street

Please complete the following. Attach additional sheets as necessary.

<table>
<thead>
<tr>
<th>Our Company is:</th>
<th>A corporation _____ A partnership _____</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Individually Owned _____ Other:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SS or Fed I.D. No: (Submission is voluntary)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Name and Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Principal:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone Number: Facsimile Number: E-mail Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>References (List Three References, with names, address and telephone numbers)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Delivery</th>
</tr>
</thead>
</table>

All sections above must be completed. All deviations from the specifications must be fully explained in writing on the following Statement of Compliance/Deviations Form.

Proposers understand that the City reserves the right to reject any or all proposals, reject any or all items, and delete any item or parts of items.
City of Saco  
Sale and Rehabilitation / Redevelopment of Real Estate  
Statement of Compliance/Deviation  
90 Temple Street  

The proposal includes the following deviations from the Specifications, which the vendor represents and warrants as being fully equal or superior to the requirements of the Specifications, for the reason(s) set forth fully below. If there are no deviations, please state so below.
City of Saco
Sale and Rehabilitation / Redevelopment of Real Estate
Proposal Agreement
90 Temple Street

The undersigned, by submitting a proposal, declares as follows:
1. The only parties interested in the RFP are the principals named herein.
2. This proposal is made without collusion with any other person, firm, or corporation.
3. No officer, agent, or employee of the City of Saco is directly or indirectly involved with the proposal.
4. All deviations from the specifications must be fully explained in writing and included on the Statement of Compliance/Deviations Form provided.

Proposers understand that the City reserves the right to reject any or all proposals, reject any or all items, and further, reserves the right to delete any item or parts of items.

DATE: __________________________
PROPOSER: ________________________
(Company Name)

BY: _____________________________
(Authorized Company Representative)

ATTEST: _________________________
Its: _____________________________
(Title)

Signature below by the City of Saco represents acceptance of the above Proposal Agreement in accordance with the contract specifications. Upon execution by the city, this official RFP form, any attached documents and such other documents (instructions, general specifications, technical specifications) shall serve as the contract.

DATE: __________________________
BY: _____________________________
Bryan Kaenrath
City Administrator

[SEAL]

ATTEST: _________________________
90 Temple Street RFP
Attachment A
Structural Engineering Assessment
February 21, 2020
April 28, 2020 Revised

Emily Cole-Prescott, AICP
City Planner
300 Main Street
Saco, ME 04072

RE: STRUCTURAL INSPECTION OF 90 TEMPLE ST RESIDENCE
SACO, ME

Emily:

Allied Engineering, Inc. (AEI) visited the above referenced property on December February 20, 2020 to review the structural condition of the building framing.

As we understand, there was a fire that occurred at this residence approximately 7 years ago. This 3-story house was left exposed to the elements since the fire occurred and has not received any structural framing repairs or upgrades. There is a full basement beneath the main house. All levels of the house were accessed, including the basement.

There is a main building with an attached rear ell-shaped barn/residential connected addition. This addition does not appear to have been affected by the fire, yet it too has been left unheated and unattended since the fire occurred. There is a crawl space beneath this addition which was not accessed as a part of our assessment site visit.

OBSERVATIONS/RECOMMENDATIONS:

1. **Main 3-story Residence**:  
   a. **General Construction of the home**: The home is wood framed with plank floor decking over 2x floor joists and timber support beams. Exterior walls are balloon framed with ribbon boards cut in as ledger support for floor joist connection to the sides of studs.
   
   b. **Foundation**: The main building foundation is mortared stacked granite below grade with a multi-wythe brick wall above grade to the perimeter wood timber sill. There granite wall for approximately 10 feet from the base of the bulkhead stairs has failed and buckled inward.
ReRecommendaion: Restoration of this wall to its original condition will involve excavation at the exterior, dismantling the multi-wythe brick wall, and temporarily supporting the wood sill. Once area is open and materials are accessible, the granite should be repositioned and grouted in place, the brick wall should be reconstructed to the sill and a physical connection should be provided between the two.

For the below grade granite wall section, we recommend a mortar parge be applied to the exterior wall surface as well as a drainage matt up against the wall prior to backfill of this area. Additionally, we would recommend a perimeter drain be included at the base of the wall consisting of 4” PVC wrapped in 12” of ¾” crushed stone which is in turn wrapped in an erosion fabric. The pipe should be connected to an existing foundation drain or tied into local City storm drain.

c. 1st Floor Framing: AEI was informed that during the fire all fire-fighting activities were performed from the exterior through holes in the roof level and possibly through windows. Much of the fire appears to have been contained in the attic and down thru the rear half of the main house floor systems.

Water has significantly damaged the first-floor system in this building. Timber carrying beams are crushed or rotted, floor framing has sheared off and failed, and the front half of the living space is literally sunken down into the basement.

Recommendation: This floor system will need to be torn out in its entirety and reframed. This will involve new beams spanning front to rear and beating on the existing brick piers in the basement. New 2x framing would span from the center beam to each exterior sill plate.

While not noted, there may be damage also to several studs behind the current plaster and lathe interior wall coverings. As such, in order to properly identify all damaged framing in the occupied spaces, it will be necessary to remove all interior wall and ceiling lathe/plaster wall coverings to expose all stud and joist surfaces for confirmation of integrity and/or subsequent repair. Non-bearing partition walls may have to be removed/reconstructed as well for access.

d. 2nd Floor Framing: At the front half of the home, there is minor settlement evident in the floor, but no failure of framing evident. This is above the first-floor area that has failed. The second floor and wall system down to the first floor are virtually suspending themselves above this location. There should be no access granted to this location until such time as shoring is provided below to the basement floor system.

In the rear half of this space, the floor is severely burned in place, with some of the framing burned through. Most of this framing will need to be replaced with 2x framing.

Recommendation: Much of this floor system will need to be torn out in its entirety and reframed. This will
involve new 2x framing spanning between the exterior wall and the interior bearing wall.

As was noted for the first floor, there may be damage also to several studs behind the current plaster and lathe interior wall coverings. As such, in order to properly identify all damaged framing in the occupied spaces, it will be necessary to remove all interior wall and ceiling lathe/plaster wall coverings to expose all stud and joist surfaces for confirmation of integrity and/or subsequent repair.

e. **Roof Framing**: The roof rafters are where most of the fire damage is evident. In fact, the roof structure will require a total reconstruction throughout. All finished to the floor walls, etc…require removal and replacement at this level.

It will be very difficult to maintain soffit, eave and rake trim as well as the integral gutter assemblies during this process. It is possible that these elements can be surgically removed and marked for replacement once the roof system has been reconstructed.
f. **Rear Barn and Apartment:** There was no fire damage evident in this portion of the building. There was some settlement noted in the floor of the garage along the back and front of this portion of the building. This could also be related to either settlements/degredation of the front and rear post framing. Or this could be the result of heaving of the center post column line support within the crawl space supporting the barn floor system. AEI points this out for information only, as we do not believe there is an immediate concern relative to this condition.

We at AEI appreciate the opportunity to assist the City with this evaluation. As you read though the document, please feel free to reach out with any questions you may have.

Regards,

**Allied Engineering, Inc.**

William P. Faucher, P.E., SECB, LEED
Registered Roof Consultant
Principal
90 Temple Street RFP
Attachment B
Report from Maine Preservation
April 21, 2020

Emily Cole-Prescott
City Planner
Kelley Archer
Chair, Historic Preservation Commission

Findings and recommendations for A.B. Seavey House
90 Temple St. Saco ME 04072

Site visit conducted Feb. 24, 2020.

In attendance were:

Jonathan Hall, Field Services Manager, Maine Preservation
Kelley Archer, Chair. Saco Historic Preservation Commission
Emily Cole-Prescott, City Planner, Saco Maine
Don Fiske, Code Enforcement Officer, Saco Maine

Following a 2012 fire at the above address the property has been unoccupied and, for much of that time, left exposed to the elements. While some mitigation was performed in 2017, those attempts to secure the building were not designed to be thoroughly weather proof nor permanent. Many of
those measures have failed in the interim allowing water, snow and animal life to enter the building envelope unimpeded. Primary importance is to halt further deterioration.

**Determination by Maine Historic Preservation Commission:**

The building has been listed on the National Register of Historic Places since 1978 and despite the condition of the structure is not in imminent danger of delisting. A Dec. 2017 letter from Michael Goebel-Bain of Maine Historic Preservation Commission affirms that at that time the A.B. Seavey House was not a candidate for delisting based on examination of photo documentation of existing conditions. Given that almost 4 years have passed since that initial determination by MHPC, a review and new determination of historic integrity of the building and viability of continued listing on NRHP should be conducted. For much of the time since 2017 water has continued to infiltrate the structure, leading to additional deterioration unrelated to the initial fire damage of 2012. Further, any future rehabilitation plans should be carefully coordinated with MHPC if there is a desire to maintain the listing. In the eventuality the property is removed from NRHP, applicability of Historic Preservation Tax Credits at both the state and federal level will unfortunately be lost.

Furthermore, continued National Register listing and corresponding access to the HPTC program, integrity of interior finishes is critical. As the Seavey House is individually listed and not considered as a contributing structure in a broader historic district, far greater importance is placed on interior spaces. Any rehabilitation plan must make accommodation for any MHPC determination. Part 1 and 2 of the HPTC filing requires identification of materials to be retained during rehabilitation with Part 3 documenting the resulting efforts. If interior spaces cannot be retained, Federal and State tax credits will be jeopardized.

Previous correspondences from 2017 suggest a complete set of architect/builder Josiah Littlefield’s drawing from 1890 exist, though as of this writing, none have been observed. Further, personal correspondences with Kelley Archer have turned up written specifications from the original build of the Seavey House. Documentation of this nature will be invaluable in development of a rehabilitation plan regarding interior spaces should the interiors need to be altered, removed or reconstructed.

**Allied Engineering Structural Report:**

Foundation repairs referenced and recommended in Part 1 sec. b of the structural report dated of Feb. 21, 2020, while prudent and necessary, likely predate the fire and do not display the urgency of other repairs, such as the roof, that must be prioritized. Necessary foundation repairs should be included in any long-term preservation plan but could be undertaken in subsequent years, once the building is back in service.
First floor framing issues are, aside from the roof, the most urgent deficiency encountered in the entire structure. The primary load-bearing sill beam beneath the floor system has failed and floor joists have sheared off leaving the entire floor floating freely beneath the primary and secondary parlors. Consequently, the primary load bearing wall running the length of the two parlors has lost any bearing capacity resulting in compounding the problem to the second story. While the second floor has not suffered the degree of failure of the first, further delay in mitigation will eventually result in similar failure.

Failure of the floor system is unrelated to the fire damage and results largely from water infiltration since 2012 though evidence of prior repair suggests there were problems here prior to the fire and attempts at shoring were made. Primary to achieving support to second and third stories to allow roofing work to proceed, temporary shoring must be provided from the basement to the first floor, first floor to second, and second floor to third, in order to provide a safe working platform from which to initiate roof repairs. Access to the final work platform is best achieved from the exterior of the building using scaffolding and exterior stair. Following re-establishment of the roof structure and protection from the elements, with temporary shoring still in place, permanent shoring can be installed. The floor system at the first-floor parlors and stair hall will need to be removed in its entirety and rebuilt, though this can be done in a way to respect the finished floor and stair configuration of the original construction, though the floor will like have to be replaced with new, preferably similar in type and material, to the old.

Some interior finishes, namely plaster, will be necessarily be compromised during the rehabilitation process and all materials removed must be carefully documented prior to commencement of any work. Proper documentation will allow replication of finishes adequate to standards needed to satisfy requirements of both HPTC and Secretary of the Interior Standards. Electrical, plumbing and infrastructure upgrades can be done at this time with costs comparable to new construction as many walls will be open and wall cavities accessible.

Removed trim and woodwork can be carefully recorded and reinstalled at original locations. Where reinstallation is not possible, trim can be replicated to match original existing trim which remains in good repair. Similarly, as referenced in the structural report from AEI, removal of any soffit, cave, and rake trim while performing roof repairs, can be achieved through conscientious and careful methods rather than wholesale demolition. Removed items can be recorded, cataloged and reinstalled at a later date. Missing or severely damaged items can be replicated or repaired according to the Secretary of the Interior Standards.

General conditions:

General observations on site revealed that personal items such as furniture, pet supplies, and appliances have not been removed from the premises following the fire. In order to get a thorough understanding of existing conditions all extraneous items must be removed. Items such as beds, curtains, carpets, refrigerators and ranges, and any other obstructive and potentially hazardous materials must be removed.
Mold or biological hazards such as bird and rodent droppings, human waste, food waste and otherwise hazardous substance must be removed. Containment of lead dust must be conducted in a way to protect workers and the environment from contamination although full abatement of lead paint does not necessarily have to occur at this time.

The carriage house and barn were not damaged in the fire and, though they do exhibit evidence of needed repair and preventative maintenance, are in generally good condition. The opportunity for use of this building as a staging area for work on the main house could prove invaluable to facilitating efforts to save the A.B. Seavey House. Bathroom and kitchen facilities are functional, and electricity and water could be drawn from the carriage house mitigating the need for those services to be accessed by other means. Further, the large garage bay could be used as both storage for materials and tools, workshop space for any needed millworks, as well as, space for planning sessions, meetings or public outreach.

Zoning:

Prior proposals called for division of the property into 5 units of market rate housing which may be attractive considering the Affordable Housing Tax Credit recently enacted by the state. Assuming the carriage house would include one unit, the main house an additional 4, such intensification is not beyond a reasonable scope of work. The Affordable Housing Tax Credit can be used in conjunction with both state and federal HPTC which could push any rehabilitation project toward financial feasibility. Further consideration should be paid to the side lot at the west of the Seavey House. Although preference should be given to retention of the side yard, in fact MHPC may insist on it regarding continued National Register listing, allowable infill construction could help further defray costs towards feasibility. A similar approach was allowed at 26 Cutts Ave. though the project was larger and neighborhood dynamics could be very different. While the topic of contract zoning is under discussion, allowable infill may be a useful tool for discussion.

Again, any concept for intensification, whether interior or exterior, as well contract zoning or changes in use or property alteration must be endorsed by MHPC if Historic Preservation Tax Credits are to be used as a tool in saving the A.B. Seavey House.

Feasibility Study:

During the site visit of Feb. 20 Kelley Archer suggested there were some funds available for use on a feasibility study regarding this project. Those funds, if available for other purposes, may be better utilized as an incentive for potential buyers in sale of the property. Application of funds may be applied directly to the roof repairs, removal and debris and personal items from the interior or architecture and planning fees.

Case study:

There are undoubtedly many examples of severely damaged or deteriorated structures being saved through identification and sale to a buyer dedicated to the preservation of a building like the
Seavey House, Wilson hall in Bucksport offers what, in many ways, is an ideal outcome. Similarly, Wilson Hall suffered from years of neglect and decay, in that case decades, and the former seminary was slated for demolition on several occasions. A local business owner, with very little preservation experience, stepped forward, agreed to try to save the building and has been making great progress since then.


https://www.mainebiz.biz/article/bucksport-businessman-to-purchase-historic-wilson-hall

Potential Buyers:

By the time of our Feb. 20 site visit several potential buyers or investors had come forward to express interest in acquiring the A.B. Seavey House. Most intriguing among them was Larry Tribble Jr. of Southern Auto Auction and owner of Lenora Seavey’s 1940 Cadillac LaSalle. Given his personal connection to the house and apparent financial means to undertake an extensive rehabilitation project such as this, Mr. Tribble appears to be the “Angel Investor” this house needs. Persuading Mr. Tribble, or similar investor, to purchase the Seavey House with incentives like the HPTC, Affordable Housing Tax Credit in conjunction with any incentives the City of Saco is able to provide, a proper rehabilitation agreement is likely and represents the desired outcome.

However, one stumbling block is the 2018 proposal suggesting rehabilitation costs of $1.6 million. Even with available tax credits, given the location and comparable valuations in the immediate neighborhood, rehab costs of that expense will likely cause many potential investors to shy away from such a venture. Though I have not personally run any numbers on this particular property, I suspect the $1.6 million estimate could be brought down significantly, perhaps by as much as 2/3rds though much would hinge on the exact scope of the agreement.

Conclusions:

While the A.B. Seavey House has been neglected and abused for close to a decade, and likely longer, the essential integrity and context of the building remains intact. Crucial to avoiding a sad end to valuable piece of Saco’s cultural heritage is identifying a buyer dedicated to the conscientious and thorough rehabilitation of the structure, with the financial and technical ability to see the project through to a successful outcome.

Jonathan Hall
April 21, 2020
Consultants:

Amy Cole Ives and Scott Hanson
Sutherland Conservation & Consulting
295 Water Street, Suite 209
Augusta, ME 04330
Phone: 207-242-0618
Email: amycolls@sutherlandcc.net
Website: http://www.sutherlandcc.net

Barba + Wheelock Architecture, Preservation, Design
500 Congress Street
Portland, ME 04101-3403
Phone: 207-772-2722
Fax: 207-772-3667
Email: nbarba@barbawheelock.com
Website: http://www.barbawheelock.com

TURK architecture
John Turk, AIA
63 Washburn Ave.
Portland, ME 04102
207-761-9662
https://www.turk-architecture.com/
Proposal package:

- A statement describing any recognized state, federal, or non-profit historic funding programs, such as federal tax credits or the Maine Preservation Protect and Sell Program.

  Attached is a summary of recent project completed or in process which clearly demonstrates Biddeford Housing’s capacity to complete this project at 90 Temple, bringing it back to glory and for the betterment of the community.

- A statement indicating how your proposal represents the best use of the property in terms of direct or indirect community, historic, or financial benefits.

  Our plan will be based not on bottom line profit but on how we can provide affordable housing for a few more Saco area families.

- A formal letter of interest on letterhead of principal developer, if a single entity, or the principal entity of the respondent, where the respondent is a team.

  See attached.

- Identification of the respondent or business with contact information, including a description and general history of the individual, firm, or entity that is anticipated to become the owner of record, and/or will have the primary responsibility for implementing the development proposal. The respondent’s specific experience to implement the type of project proposed should be highlighted.

  See attached summary of recent developments by BHA/SMAH
A proposed development plan outlining the proposed use of the property, a corresponding funding plan, and timing of project completion.

See attached development and operating proforma

A proposed timeline for taking occupancy of property under proposed development plan.

- September 1, 2020: Approval by BHA board for acquisition
- October 1, 2020: take ownership
- November 1, 2020: complete full pre-development analysis
- December 1, 2020: obtain approvals for project
- January 1, 2021: preliminary financing completed
- March 1, 2021: Funding secured, and rehab begins
- June 1, 2021: Phase one construction completed
- August 1, 2021: Phase two construction completed
- December 1, 2021: construction completed and occupancy begins

An offer of payment for the property.

We would offer to pay $1000 for the property plus provide one unit, rent free, to the city for use by general assistance or other local groups needing to house families in need of emergency living quarters. The savings in motel fees or other short-term rental costs would be significant over the next 30 years.

A document providing evidence of bidder's financial capability or proposal to ensure financial capacity to complete the development plan.

Attached is our 2018 financial audit. 2019 audit is being reviewed currently and will be available very soon.
City of Saco

Sale and Rehabilitation / Redevelopment of Real Estate

RFP Response Form

90 Temple Street

Please complete the following response form. Amounts are to be shown in both words and figures. In the case of a discrepancy, the written word shall apply.

Total Contract Sum:

$1,000

Total Contract Sum (in words):

One thousand Dollars and no cents

Quotes shall be honored for ninety (90) days.
City of Saco

Sale and Rehabilitation / Redevelopment of Real Estate

Vendor Information Form

90 Temple Street

Our Company is: A corporation _____ A partnership _____ Individually Owned ____X__ Other: Non-profit affordable housing provider

SS or Fed I.D. No: 01 0408806

(Submission is voluntary)

Company Name and Address:

Biddeford Housing

22 South St., Biddeford, Me. 04005

Name of Principal:

Guy M. Gagnon, Executive Director

Telephone Number: 207-415-2939

Facsimile Number: 207-286-0580

E-mail Address: ggagnonbha@maine.rr.com

References (List Three References, with names, address and telephone numbers)

1. Mike Jean, VP of Commercial lending, Saco & Biddeford Savings, Main St, Saco 207-284-4591
2. Dan Colby, VP, Biddeford Savings, Main St. Biddeford 207-571-5662
3. Genesis Fund, 22 Lincoln St, Brunswick 207-844-2035

Date of Delivery: See attached summary of project

All sections above must be completed. All deviations from the specifications must be fully explained in writing on the following Statement of Compliance/Deviations Form.

Proposers understand that the City reserves the right to reject any or all proposals, reject any or all items, and delete any item or parts of items.
City of Saco

Sale and Rehabilitation / Redevelopment of Real Estate

Statement of Compliance/Deviation

90 Temple Street

The proposal includes the following deviations from the Specifications, which the vendor represents and warrants as being fully equal or superior to the requirements of the Specifications, for the reason(s) set forth fully below. If there are no deviations, please state so below.

No deviations.
City of Saco
Sale and Rehabilitation / Redevelopment of Real Estate
Proposal Agreement
90 Temple Street

The undersigned, by submitting a proposal, declares as follows:

1. The only parties interested in the RFP are the principals named herein.
2. This proposal is made without collusion with any other person, firm, or corporation.
3. No officer, agent, or employee of the City of Saco is directly or indirectly involved with the proposal.
4. All deviations from the specifications must be fully explained in writing and included on the Statement of Compliance/Deviations Form provided.

Proposers understand that the City reserves the right to reject any or all proposals, reject any or all items, and further, reserves the right to delete any item or parts of items.

DATE: ___7-28-2020____________________ PROPOSER: __Biddeford Housing________________

(Company Name)

BY: _Guy M. Gagnon____, ___Guy M. Gagnon___

(Executive Director)

ATTEST: _____________________ Its: ___ ____________________

(Title)

Signature below by the City of Saco represents acceptance of the above Proposal Agreement in accordance with the contract specifications. Upon execution by the city, this official RFP form, any attached documents and such other documents (instructions, general specifications, technical specifications) shall serve as the contract.

DATE: _______________________ BY: _______________________

Bryan Kaenrath
City Administrator

[SEAL] ATTEST: _____________________
City of Saco  
City Hall  
Main St.  
Saco, Me. 04072

To Whom it may concern:

This letter is to formally request acceptance of our proposal for 90 Temple Street.

The mission of Biddeford Housing (BHA) is to provide low and moderate income families, including the elderly, disabled and handicapped, with the opportunity to live in decent, safe and sanitary housing within the community. Biddeford Housing combined with Southern Maine Affordable Housing (a non-profit development corp. formed by BHA) owns a variety of properties throughout Biddeford, totaling over 120 units of affordable housing and growing every year. BHA currently also administers over 500 housing vouchers in the Saco, Biddeford and Old Orchard communities, distributing nearly four million dollars to local property owners and into the economy. Biddeford Housing's local preference is Saco and Biddeford, but it also covers Old Orchard Beach, Buxton, Arundel, Lyman, Dayton and Kennebunkport.

Our plan for 90 Temple is to use historic rehab funds and or any other sources available in order to bring the building back up to its former glory while combining historic features with modern amenities and safety features.

Initially, we would propose to create 4 units within the existing building envelope, all of which would offer some level of affordability. One of the 4 units would be set aside for the City of Saco to use for emergency housing for families in need. For example, for families forced to temporarily move due to fire or other health risks in their home.

Thank you for your consideration and we look forward to working with the city on this project.

Sincerely,

Guy M. Gagnon  
Guy M. Gagnon  
Executive Director  
Biddeford Housing Authority
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Unit</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Conditions</td>
<td>$25,000.00</td>
<td>6,250</td>
<td>6.38%</td>
</tr>
<tr>
<td>2</td>
<td>Building Permit</td>
<td>5,000.00</td>
<td>1,250</td>
<td>1.28%</td>
</tr>
<tr>
<td>3</td>
<td>Electric Reconnect</td>
<td>7,000.00</td>
<td>1,750</td>
<td>1.79%</td>
</tr>
<tr>
<td>4</td>
<td>Special Inspections</td>
<td>2,500.00</td>
<td>625</td>
<td>0.64%</td>
</tr>
<tr>
<td>5</td>
<td>Sitework</td>
<td>35,000.00</td>
<td>8,750</td>
<td>8.93%</td>
</tr>
<tr>
<td>6</td>
<td>Demolition</td>
<td>19,000.00</td>
<td>4,750</td>
<td>4.85%</td>
</tr>
<tr>
<td>7</td>
<td>Asphalt</td>
<td>5,500.00</td>
<td>1,375</td>
<td>1.40%</td>
</tr>
<tr>
<td>8</td>
<td>Landscaping/Fencing</td>
<td>7,500.00</td>
<td>1,875</td>
<td>1.91%</td>
</tr>
<tr>
<td>9</td>
<td>Lumber</td>
<td>72,000.00</td>
<td>18,000</td>
<td>18.37%</td>
</tr>
<tr>
<td>10</td>
<td>Roofing / Siding / Rubber Roofing</td>
<td>35,000.00</td>
<td>8,750</td>
<td>8.93%</td>
</tr>
<tr>
<td>11</td>
<td>Decking / Ramp</td>
<td>22,000.00</td>
<td>5,500</td>
<td>5.61%</td>
</tr>
<tr>
<td>12</td>
<td>Carpentry / Finish</td>
<td>64,000.00</td>
<td>16,000</td>
<td>16.33%</td>
</tr>
<tr>
<td>13</td>
<td>Insulation</td>
<td>20,000.00</td>
<td>5,000</td>
<td>5.10%</td>
</tr>
<tr>
<td>14</td>
<td>Doors / Windows</td>
<td>30,000.00</td>
<td>7,500</td>
<td>7.65%</td>
</tr>
<tr>
<td>15</td>
<td>Sheetrock</td>
<td>40,000.00</td>
<td>10,000</td>
<td>10.20%</td>
</tr>
<tr>
<td>16</td>
<td>Paint</td>
<td>30,000.00</td>
<td>7,500</td>
<td>7.65%</td>
</tr>
<tr>
<td>17</td>
<td>Flooring</td>
<td>24,000.00</td>
<td>6,000</td>
<td>6.12%</td>
</tr>
<tr>
<td>18</td>
<td>Kitchen Cabinets</td>
<td>12,000.00</td>
<td>3,000</td>
<td>3.06%</td>
</tr>
<tr>
<td>19</td>
<td>Plumbing</td>
<td>65,000.00</td>
<td>16,250</td>
<td>16.58%</td>
</tr>
<tr>
<td>20</td>
<td>HVAC / ERVs</td>
<td>35,000.00</td>
<td>8,750</td>
<td>8.93%</td>
</tr>
<tr>
<td>21</td>
<td>Electrical</td>
<td>40,000.00</td>
<td>10,000</td>
<td>10.20%</td>
</tr>
<tr>
<td>22</td>
<td>Sprinkler</td>
<td>20,000.00</td>
<td>5,000</td>
<td>5.10%</td>
</tr>
<tr>
<td>23</td>
<td>Contingency</td>
<td>33,000.00</td>
<td>8,250</td>
<td>8.42%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$648,500.00</td>
<td>162,125</td>
<td>100.00%</td>
</tr>
<tr>
<td>per unit</td>
<td>per sq ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-----------</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ACTION ITEM: B**  
September 14, 2020  
Exhibit Item: 4  

90 Temple_Budget Summary
## Development Properties Summary - BHA/SMAH

<table>
<thead>
<tr>
<th>Property</th>
<th>Property</th>
<th>Property</th>
<th>Property</th>
<th>Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mission Hill</td>
<td>Mission Hill</td>
<td>Mission Hill</td>
<td>Mission Hill</td>
<td>Mission Hill</td>
</tr>
<tr>
<td>2 4 15 2</td>
<td>35</td>
<td>36 Easery St.</td>
<td>41 Birch St.</td>
<td>46 Sullivan</td>
</tr>
<tr>
<td>7 Williams Ct.</td>
<td>SOLD</td>
<td>39 Newtown</td>
<td>49 Green St.</td>
<td>37 Newtown</td>
</tr>
<tr>
<td>70 South</td>
<td>26 South St.</td>
<td>25 Green St.</td>
<td>66 South</td>
<td></td>
</tr>
<tr>
<td>$920k rehab</td>
<td>$535k rehab</td>
<td>MSHA, LIHTC &amp; Historic credits</td>
<td>MSHA funding, 900k 5 unit for homeless families</td>
<td></td>
</tr>
<tr>
<td>2 4 15 2</td>
<td>35</td>
<td>2 apartments and a community center</td>
<td>2 unit rehab. Private funding thru local bank</td>
<td></td>
</tr>
</tbody>
</table>

### Summary

- **Main Office:**
  - Renovations into community center and 3 residential units above
  - 35 units senior.
  - MSHA & LIHTC
  - Rehab of 1-fam using NSP funds
  - Market Rate for non-profits.
  - Renovating with BHA funds
  - MSHA & DECD NSP funding
  - Market Rate for non-profits.
  - MSHA funded, 900k 5 unit for homeless families

- **Rectory renovations into community center and 3 residential units above**
  - 35 units senior.
  - MSHA & Historic credits
  - Rehab of 1-fam using NSP funds
  - MSHA, LIHTC & Historic credits

### Income limits

- n/a max 80% median 50%/60% median
- 40%/50%/60% median 80% median 80% median by BHA 80% median 115% median 115% median
- 30% median 80% median 10% median 80% median

### Current

- **Value of Asset**
  - $275,000
  - $650,000
  - $1,750,000
  - $140,000
  - $2,450,000

### Projected for 12/31/19

- **Value of Asset**
  - $100,000
  - $600,000
  - $3,250,000
  - $225,000
  - $10,975,000

### TOTALS

- **Value of Asset**
  - $275,000
  - $650,000
  - $1,750,000
  - $140,000
  - $2,450,000

- **Value of Asset**
  - $100,000
  - $600,000
  - $3,250,000
  - $225,000
  - $10,975,000

### Actions Item:

- **September 14, 2020**
- **Exhibit Item:** 4
By: Guy M. Gagnon, Executive Director, BHA

Date: 1-17-17

Topic: Mission Hill Re-Development

Mission Hill, formerly known as the St. Andre's church campus, consists of 4 buildings: convent, church, school, and rectory.

The Convent and entire St. Andres campus redevelopment represents a $5 to $7 million investment, in a challenged lower-income neighborhood adjacent to downtown Biddeford, by local non-profit owners, Southern Maine Affordable Housing (SMAH) and Biddeford Housing Authority (BHA), with a goal to improve the quality and quantity of affordable housing in the region.

The “Convent at Mission Hill” itself has been adaptively re-used for 15 units of one bedroom and efficiency senior affordable housing. The approximate square footage of the building is 12,000 and tenants are 55+ earning no more than 60% of the Area Median Income. At full occupancy in 60 days, the building has utilized historic tax credits and thus has been redeveloped according to the strict architectural standards of the National Park Service and Maine State Historic Preservation. The convent is only part of a larger redevelopment concept pursued by SMAH/BHA, partnering with Developers Collaborative, and with financial assistance from Maine Housing, the Federal Low Income Housing Tax Credit Program and State & Federal Historic Tax Credits.

The St. Andre School already contained 35 units of senior affordable housing; however, it was tired and in need of exterior and interior upgrades. SMAH/BHA purchased the building from the Catholic Diocese of Portland and completed a full rehabilitation, greatly improving the quality of life for these tenants.

The Rectory has also been purchased by BHA and construction is underway for community space on the ground floor and workforce housing above, consistent with BHA's mission to serve all demographics. The rectory project has strong support from the City in that it has received a CDBG allocation for acquisition and redevelopment.

And, the former St. Andre’s Church is to be the final keystone in the redevelopment of the block now known as "Mission Hill." Current plans include the creation of a Youth/Teen Center and Circus Arts space. Other community based uses such as museum space, meeting areas and recreational uses are also planned. The goal is to re-use the church for the benefit of the entire community with the goal of making this area a vibrant destination point, as it was during the most active days of St. Andres’ Parish dating back to 1904.

Mission Hill is another example of the unique redevelopment efforts taking place in Biddeford.
MEETING ITEM COMMENTARY

AGENDA ITEM: ACOE Letter of Support

STAFF RESOURCE: Bryan Kaenrath, City Administrator

COUNCIL RESOURCE: Councilor Lynn Copeland
Mayor William Doyle

BACKGROUND: In order to alleviate the Camp Ellis erosion issues, a Project Partnership Agreement must be made between the City of Saco and the Army Corps of Engineers. Approving the City Administrator to send the attached letter to the ACOE simply allows the parties to continue conversations in negotiating a PPA.

EXHIBITS: 1. US Army Corps of Engineers Letter of Support
2. Letter from the Kinney Shores Association
3. Letter from SOS Saco Bay
History of Camp Ellis Erosion, Past ACOE Communications, Etc.

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council authorize the City Administrator to send the Army Corps of Engineers a letter of support to enter into a Project Partnership Agreement regarding the Saco River and Camp Ellis Damage Prevention.”

“I move to approve the Order.”
September 14, 2020

Colonel John A. Atilano, II
District Engineer
U.S. Army Corps of Engineers
New England Division
696 Virginia Road
Concord, MA 01742

Re: City of Saco
Project Partnership Agreement
Jetty Project

Dear Colonel Atilano:

The City Council of the City of Saco, Maine wishes to advise the Army Corps of Engineers of its desire to enter into a Project Partnership Agreement. Specifically, the City is desirous of assisting the undertaking of a Section 111 project at the Saco River/Camp Ellis for shore damage prevention (the “Project”).

The Project has been previously funded through Section 111 of the Rivers and Harbor’s Act and in authorization made pursuant to the Water Resources Development Act (“WRDA”). We understand the Corps, prior to commencement, requires non-Federal Parties such as the City of Saco, Maine, to express its support for the Project and indicate its desire to participate.

The City Council, by its execution below, desires to complete that initial step by advising the Army Corps of its desires to participate with the Army Corps in completion of the Project and to undertake such by entering into a Project Partnership Agreement.

Please let us know if there is any other commitment, undertaking or acknowledge you may require, and City Officials will work to produce such materials.

Our kind regards,
August 19, 2020

Honorable William Doyle (via US Mail and email)
Mayor
Saco City Hall
300 Main Street
Saco, ME 04072

Dear Mayor Doyle,

Kinney Shores Association is a homeowners’ association representing over 80 homeowners in the Kinney Shores section of Saco (the area between Oceanside Avenue and Seaside Avenue and between Shore Avenue and Outlook Avenue). As an association, we have had reports from Pam Cardin, one of our members who sits on the Shoreline Commission as well as from our Ward 4 Councilor, Lynne Copeland, concerning the status of the Section 111 project of the US Army Corps of Engineers (USACOE) to save and protect Camp Ellis.

While we are sympathetic with the plight of Camp Ellis and its residents in facing historical erosion of its shores and property, we are writing to express our strong opposition to the entering of any Project Partnership Agreement (PPA) by the City of Saco for construction of a 750 foot spur to the jetty and beachfill (Proposal 6) without an examination of what the effects of Proposal 6 would be to the entire shoreline of Saco Bay. Specifically, we would like to see the following holistic approach:

1. An analysis of what this Spur will do to beaches and shoreline to the north of Camp Ellis - notably, Ferry Beach, Bay View, Kinney Shores, Goosefare Brook Estuary, Ocean Park, Old Orchard Beach and Pine Point Beach in Scarborough.
2. An update of the 2009 Economic Analysis to include and determine the economic effect of the potential destruction of beach front property values in Bay View, Ferry Beach and Kinney Shores to the tax base of the City of Saco should the Spur be built and erosion exacerbated in these areas due to the Spur.
3. An update of the Woods Hole Study created in 2004 and its conclusions based upon what we now know to be effects of climate change with increasing severity and frequency of 10 year storms and rising seas. Specifically, will Proposal 6 work? And will the continued beachfill and renourishment on the shores of Camp Ellis continue to bring sand and sediment northward and what will be the environmental and economic effect on these northern beaches and Goosefare Brook estuary?

We will briefly address each of these.
1. We bring to your attention the article by Joseph T. Kelly of the University of Maine entitled *Camp Ellis, Maine: A small beach community with a big problem...its jetty.*

It is a thorough and complete history of the building of the jetty by the USACOE as well as a criticism of the studies of the USACOE projects. We believe that the purpose of the Woods Hole Group Study was to “solve the problem” of erosion at Camp Ellis and did not thoroughly examine what the erection of a new structure might do to beaches and properties to the north. As Kelly points out in his article, “there is reasonable concern that the area north of the planned breakwater will erode due to wave refraction around the structure.” (page 16) Also “there is a temporal delay, or time lag, between an action and its impact on either the human or natural systems. Clearly, the long-lasting impact of the jetties represents a legacy effect, although the USACOE denies its significance.” (page 17)

And, most alarmingly, and a potential pre-cursor of what may come:

*Although the USACOE believes the breakwaters will “solve” the problems at Camp Ellis, in all likelihood, the overall system, people and beach will each respond on their own. ... Just as Pine Point gained at Camp Ellis’ loss earlier, Camp Ellis’ gain now will likely come at the expense of their neighbors to the north. Wave refraction around the breakwaters could draw sand from the nearby beach into the protected area behind the breakwater, leading to erosion of properties that are in no danger today. It is conceivable that these homeowners will take action themselves some day to request their own breakwaters.* (Page 17)

In short, we all know that whenever the USACOE has taken action to build or expand the jetties from the 1880’s until 1969, there has been a temporal effect felt in the entire Saco Bay. We believe the building of any additional structures or spurs will disturb the shoreline on Ferry Beach, Bay View and Kinney Shores as well as properties in the communities to the north.

2. We are in receipt of the Project Report entitled “A Fiscal Impact Analysis of the Saco River & Camp Ellis Beach Shore Damage Mitigation Project” prepared by Planning Decisions, Inc., dated May 3, 2012. We feel it is lacking in several respects:

a. The Figure 4 depicting areas of Saco Bay where “No Change” occurs in sand gain or loss is misleading as it is a historical drawing on the effect of the original and jetty improvements in 1969. Until an analysis is done of the wave impact of the new spur and potential damage to beaches between Camp Ellis and Ocean Park, it is impossible to determine the impact on property values to the north.

---

b. Without the information on decreased property values to the north in Bay View, Ferry Beach and Kinney Shores, the impact on the City of Saco cannot be accurately measured.

3. Finally, the Final Decision Document, Executive Summary of the US Army Corps of Engineers dated September 2018 succinctly outlines the risks of climate change and rising seas: “Risks with project design and renourishment needs are related to sea level change and storm frequency and intensity. Computer modeling attempted to address this issue and designs for more frequent and greater volume of renourishment actions were developed for intermediate and high level projects of sea level rise. Increases in the spur jetty design dimensions were not considered as corresponding increases in the dimensions of the remaining inshore length of the existing jetty would carry more significant cost.” (page E-12). And later, “these risks are greater with the initial beachfill scaled back to fit the Federal cost limit authorized by WRDA 2007.” The report further notes that there is significant cost to complete the initial beachfill placement and perform the 12-year renourishment cycle or the 4-5 year renourishment cycle. These costs to the City are estimated at $68,000 per year. Even if the City was able to successfully defer these costs to the federal government, what is the environmental impact of these renourishments on the entire shoreline of Saco Bay?

In conclusion, as residents of Saco and Kinney Shores, we are concerned that another man made structure designed and funded by the USACOE to control erosion of a one area of Saco Bay (Camp Ellis) will have far greater consequences on the rest of Saco Bay. Certainly, the track record of the USACOE in building the jetty vs mother nature isn’t a strong one and we are reluctant to let history repeat itself. We are further concerned that this project is proceeding without adequately addressing the effect of the Spur on the shoreline to the north, the possibility of lower properties values and the ensuing effect on the City of Saco, as well as the effects of climate change and risks that the Spur as designed won’t work, as the USACOE Executive Report itself states.

We would welcome a discussion of these points.

Sincerely,

Board of the The Kinney Shores Association

The Kinney Shores Association

cc (via email):
Lynn Copeland, Councilor
Marshall Archer, Councilor
Jim Purdy, Councilor
Joseph Gunn, Councilor
Alan Minthorn, Councilor
Jody MacPahil, Councilor
Letter sent by SOS “Save our Shores” Saco Bay to City Administrator Kaenrath:

City Administrator Kaenrath:

I am writing in support of the City of Saco sending a Letter of Support to the Army Corps of Engineers to proceed with a Project Partnership Plan to alleviate the wave power and erosion created by the jetty at the mouth of the Saco River. We have been on hold for 13 years since the $26.9 million was approved to take action and we have seen nothing but finger pointing and government dysfunction. The time is now and we are counting on the City to make this happen. Let’s save the city’s most valuable natural resource and reap all the benefits it brings us. Please vote to approve sending the letter to the Army Corps.

Thank you,

SOS
MEETING ITEM COMMENTARY

AGENDA ITEM: Acceptance of the FY2020 Annual Report

STAFF RESOURCE: Bryan Kaenrath, City Administrator
Emily Roy, Director of Communications

COUNCIL RESOURCE: Councilor Joe Gunn

BACKGROUND: According to MRSA Title 30-A §2801, each municipality shall publish a complete report annually that shall contain records of financial transactions, statements of assets and liabilities, and a post-audit report.

Additionally, each department has prepared a summary of their departmental operations for the fiscal year 2020. Once adopted by the City Council, this document will be available on the city’s website, and an official printed copy will be available for review in the City Clerk’s office.

EXHIBIT: 2019-2020 Annual Report

RECOMMENDATION: Staff supports the adoption of the proposed Annual Report

SUGGESTED MOTION: “Be it resolved that the City Council accepts the Fiscal Year 2020 Annual Report as submitted.”
MEETING ITEM COMMENTARY

AGENDA ITEM: Biddeford, Saco, Old Orchard Beach, Transit Authority

STAFF RESOURCE: Lease Bryan Kaenrath, City Administrator

COUNCIL RESOURCE: Councilor Alan Minthorn

BACKGROUND: BSOOB Transit would like to continue using the office space at the Transportation Center. Edits have been made based on Councilor Copeland's recommendations during the August 17th, 2020 meeting.

EXHIBITS: Lease for BSOOB Transit, including edits made since the August 17th, 2020 meeting

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council authorize the City Administrator to enter a lease agreement with Biddeford, Saco, Old Orchard Beach Transit for use of the office space at the Transportation Center.”

“I move to approve the Order.”
COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into this ___ day of August 2020, is by and between the City of Saco, a municipal corporation, having a principal place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and the Biddeford-Saco-Old Orchard Beach Transit Committee, a quasi-municipal administrative entity, 13 Pomerleau Street, Biddeford, Maine, hereinafter referred to as “Tenant”. This Lease shall constitute the entire agreement between the City and Tenant regarding the parties’ rights and obligations pertaining to the Saco Transportation Center (the “Transportation Center”) at 138 Main Street, Saco, Maine.

WITNESSETH:

1. PREMISES. The City has built the Transportation Center at 138 Main Street, Saco, Maine, as a public space for visitors, and to service passengers traveling on the AMTRAK Train. A portion of the interior of the Transportation Center was developed as office/administrative space, and a part of that portion is hereby leased to Tenant as professional office space (“the Leased Premises”) for its business subject to the terms herein, all as identified and set forth below:

   a. A floor plan diagram of the Leased Premises is affixed hereto and identified as Tab A. The Leased Area comprises 450 Square feet of space, more or less. It does not include the Conference Room, but Tenant shall have equal access to the Conference Room subject to the additional terms set forth below.

   b. The remainder of the first floor space within the Transportation Center shall be separately leased to another third party, or, is otherwise reserved for benefit of the public including as an Amtrak Ticketing station, ticketing for other local and/or regional transportation systems, as a public waiting area, and other public restrooms and/or public facilities, including on-site ATM/Banking, and other associated services, all for public use and benefit, to be run, managed and overseen by the City, and Tenant shall have no claim to such space.

   c. If additional office space on the ground floor becomes available for lease, the City will negotiate in good faith to lease such additional office space to Tenant, although no guarantee is made.

   d. The Tenant shall have and enjoy shared occupancy of the “reception area” that forms the entry way to Tenant’s demised space, as well as to a certain kitchen area nearby. The reception area and kitchen space will be jointly used by a third party (Saco Main Street) that will be renting offices within close proximity to Tenant.

   e. The Tenant may also cause its buses to enter and temporarily park in the facilities existing parking lot, in an agreed location, for the purposes of picking up and
dropping off passengers. It may also, at a future time, use the outside facilities for the purposes of charging its buses with electrical energy.

2. TERM. Tenants shall have and hold the Leased Premises, unless sooner terminated, for a term of three (3) years, which term commences September 1, 2020 and shall run until August 31, 2023.

3. RENT. The annual rent is $3,000.00 per year, divided into twelve equal monthly payments of $250.00. Said rent shall be payable on the first day of each month. Payments made more than fourteen (14) days after the due date are subject to a $100.00 late fee, and interest accruing at twelve (12) percent interest. The City shall directly pay to energize, heat and cool the Leased Premises, but Tenant shall also pay an additional fee of $100.00 per month as an offset for its share of heating, cooling and electricity used at the Leased Premises, such offset to be added into the monthly rental fee described herein.

4. CONFERENCE ROOM. The Conference Room shall not be considered part of the Leased Premises, and no particular party shall have or enjoy priority of use except for the City of Saco, itself. The Conference Room is deemed public space for parties, including Tenant, to reserve for use via the City’s on-line “SKEDDA” system.

5. STAFFING OF TRAIN STATION. The City shall be responsible for staffing the Train Station to assist the public. The Tenant is not responsible in any form or fashion to assist with those obligations.

6. RENEWAL OPTION. There is no right of renewal, but the Parties agree to consult with each other 3 months prior to the expiration of the Lease regarding any extension, and possible terms thereof.

7. COMMON AREA CLEANING AND SUPPLIES. The City shall be responsible for all care, upkeep, and cleaning of the Transportation Center, excluding the Leased Space which shall be cleaned and maintained by the Tenant. The City shall provide supplies for the public restrooms and common areas at the Transportation Center including but not limited to toilet paper, paper towels and hand soap. The City shall also supply, and/or incur the expenses for all cleaning supplies for the transportation lobby and public restrooms. The Tenant shall be responsible for the supplies, toilet paper, cleaning materials, light bulbs, etc required for the Leased Premises.

8. UTILITIES and TAXES. The City will pay all heat, water, electric, air conditioning and sewer fees related to the entire Transportation Center, including the Leased Premises. Tenant’s portion of those costs are and shall be recouped as described in Section 3, subject also to the conditions of Section 27 (Re-Opener Clause) below. Tenant will also pay for any set-up, service and usage fees and costs for telephone, cable and internet services or lines. There are no real property taxes due at any time hereunder, but Tenant is responsible for any personal property taxes related to their own equipment and furnishings found in the Leased Premises.
9. TRASH AND RECYCLING. The Tenant shall participate in the City’s recycling and waste reduction programs, as they are amended from time to time. The City shall provide the Tenant, at no cost, recycling carts for the handling and disposal of all its materials, waste and recyclables. The City shall collect and dispose of the Tenant’s waste and recycling materials for so long as the Tenant participates in the City’s recycling programs, but if they cease participation, then the Tenant shall be responsible for and shall pay the costs of its own waste disposal.

10. PARKING. The City shall maintain all parking spaces associated with Premises. The Tenant shall be assigned four (4) parking spaces for their employees at locations determined by the City but on City property at the Transportation Center. All other parking shall be public, on a first come, first serve basis.

11. PERMITTED USES.

   a. The Tenant shall use the Leased Premises as office space. They may not use the Leased Premises for any other purposes without the written consent of the City. No trade or occupation shall be conducted in the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law, regulation, or any municipal by-law or ordinance. The Tenant may also use the parking lot as detailed in Section 1 (e).

   b. It shall be Tenant’s responsibility to assure that any use conducted within the Leased Premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes (“City Codes”). The failure of the Tenants to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

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

   d. In no event shall Tenant, or any employee or agent of Tenant, interfere with the routine and customary operations of the AMTRAK passenger system, its personnel, or its trains, or of the City and its personnel, agents and contractors. Any violation of this condition shall be deemed a material breach of this Lease.

   e. As noted in section 1 (e), the Tenant may also use the outer loop of the easterly parking lot as a corridor for its buses to drop off and pick up passengers for carriage, and for the operation of a re-charging station or equipment. Any costs to re-apportion or re-stripe this outer corridor shall be borne by the City.
12. QUIET ENJOYMENT. Tenant shall peacefully and quietly enjoy the Leased Premises for the intended purposes without disturbance of the City. A reciprocal duty is owed by the Tenant to all others. It shall be a breach of this Lease for Tenant or any employee, agent or guest of Tenant to cause disturbance, or to threaten, intimidate or interfere with any other tenants or guests at the premises, or the City.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

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

   b. The City agrees to undertake all maintenance and repair responsibilities for the remaining interior space and for the exterior of the Transportation Center, including the Leased Premises, except in those cases where the repair and/or damage is caused in whole or part by the fault, neglect or negligence of the Tenant. The City shall be responsible for all salting, sanding, plowing and winter care of the exterior except for the two doorways accessing only the Leased Premises.

   c. The Tenant shall make no alterations in, or additions or improvements to the Leased Premises, without first obtaining the City’s written consent, to such alterations and improvements. Notwithstanding the preceding, the Parties agree the Tenant may install certain electrical charging facilities or equipment that will permit buses to be re-charged on site, such improvements to be at Tenant’s sole cost, and the premises to be restored to the condition found, or better, again at Tenant’s sole cost.

   d. Any alterations or additions authorized by the City to the Leased Premises shall be performed with reasonable care, and in a workmanlike manner, and shall be at Tenant’s cost unless otherwise agreed in writing. All work and improvements must be reviewed and approved in advance by the City’s Department of Public Works, and any and all contractors working for Tenant on Premises must show and provide proof of insurance, acceptable to the City as to form and content, that covers both the Tenant and the City as named insureds.

14. INSURANCE AND INDEMNIFICATION.

   a. Tenant shall defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities, judgments, costs, fees, and fines (hereinafter “Claims”) which claims arise from or relate in any way to their lease of, use, or occupancy of the Leased Premises and for any outdoor activities or improvements, the Parties expressly intending that this obligation to defend and indemnify be read as broadly as possible. This duty to defend, indemnify and hold harmless is meant and intended to extend outside the Leased Premises to other areas of the Transportation Center, including the Parking Lots, but only to the extent those outside areas are used by Tenant or Tenant’s buses, and only as to claims arising from or related to harms caused by or directly related to Tenant’s operations or to Tenant’s buses and includes any recharging facilities to be installed by Tenant.
b. The Tenant shall provide and maintain, at all times this Lease is in effect, comprehensive general liability and property casualty insurance with policies that name the City of Saco as an additional insured covering the Leased Premises alone. The Tenants shall have no duty to insure other non-leased portions of the Premises. Such insurance shall provide a minimum of $1,000,000.00 for single claims and not less than an aggregate of $2,000,000.00 of coverage per year. This insurance shall always be Primary as regards to the availability of any other coverage(s), and must not contain any deductibles or self-insurance retention provisions to limit the indemnity provided herein. Proof of such coverage shall be due at the execution of this Lease and upon each yearly anniversary thereafter.

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

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

17. DEFAULT

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

   i. Tenant shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days; or

   ii. Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within twenty (20) days after written notice specifying the nature of such default; or

   iii. Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or

   iv. Tenant shall become insolvent, admit in writing its inability to pay the rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.
18. REMEDIES UPON DEFAULT: In the event of a default, the City and the Tenant shall each have all remedies available to them under law and equity, provided that such party has given the defaulting party reasonable opportunity to cure the default.

19. ACCESS. The City and its Administrator, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the City elects to undertake, or such other purposes as it deems necessary, provided that the City gives the Tenant 24-hour advance notice, except for emergencies, in which case the City may enter as deemed necessary.

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

To Tenant: Biddeford Saco Old Orchard Beach Transit Committee
            ATTN: Anthony Scavuzzo
            13 Pomerleau Street
            Biddeford, Maine 04005

To Landlord: City of Saco City Administrator
              300 Main Street
              Saco, Maine 04072

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

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

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

24. EXTERIOR SIGNAGE. The City will establish a “Pylon” sign near the Main Street entrance. The Tenant shall enjoy a listing on said pylon. The Tenant may also install one interior sign within the premises immediately adjacent to its entrance for Tenant, size, location and content to be approved by the City. Tenant may also install one sign on the exterior of the premises subject to design review and final approval by the City, done at
Tenant’s expense. All signage must comply with City Zoning rules and standards.

25. NO SMOKING POLICY. The Tenant, its employees, agents and guests, are prohibited from smoking in or on any part of the Leased Premises including all curtilage and walkways, as pursuant to City Ordinance.

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

27. RE-OPENER. The Parties agree that certain limited terms of this Lease are subject to re-negotiation if during the term it is reasonably determined that the Tenant’s average monthly share of utilities used or consumed on Premises is markedly more than $100.00 per month, meaning by at least a factor of 20% more. Upon installation and use of the herein referenced re-charging station, the City may also renegotiate terms if such facilities interfere with normal operations of the train station or the public parking.

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

TENANT: CITY OF SACO:

_____________________________    _____________________________
Anthony Scavuzzo      Bryan Kaenrath
Executive Director                                        City Administrator
Biddeford Saco Old Orchard Beach Transit Comm.
MEETING ITEM COMMENTARY

AGENDA ITEM: Saco Main Street Lease Approval

STAFF RESOURCE: Bryan Kaenrath, City Administrator

COUNCIL RESOURCE: Councilor Jodi MacPhail

BACKGROUND: Saco Main Street would like to continue using the office space at the Transportation Center.

EXHIBITS: Lease for Saco Main Street

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council authorize the City Administrator to enter a lease agreement with Saco Main Street for use of the office space at the Transportation Center.”

“I move to approve the Order.”
COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into this__ day of August 2020, is by and between the City of Saco, a municipal corporation, having a principal place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and Saco Main Street, Inc., a Maine Not for Profit Corporation, 209 Maine Street, Saco Maine, hereinafter referred to as “Tenant.” This Lease shall constitute the entire agreement between the City and Tenant regarding the parties’ rights and obligations pertaining to the Saco Transportation Center (“Transportation Center”) at 138 Main Street, Saco, Maine.

WITNESSETH:

1. PREMISES. The City has built the Transportation Center at 138 Main Street, Saco, Maine, as a public space for visitors, and to service passengers traveling on the AMTRAK Train. A portion of the interior of the Transportation Center was developed as office/administrative space, and a part of that portion is hereby leased to Tenant as professional office space (“the Leased Premises”) for its business subject to the terms herein, all as identified and set forth below:

   a. A floor plan diagram of the Leased Premises is affixed hereto and identified as Tab A. The Leased Area comprises 450 Square feet of space, more or less. It does not include the Conference Room, but Tenant shall have equal access to the Conference Room subject to the additional terms set forth below.

   b. The remainder of the first floor space within the Transportation Center shall be separately leased to another third party, or, is otherwise reserved for benefit of the public including as an Amtrak Ticketing station, ticketing for other local and/or regional transportation systems, as a public waiting area, and other public restrooms and/or public facilities, including on-site ATM/Banking, and other associated services, all for public use and benefit, to be run, managed and overseen by the City, and Tenant shall have no claim to such space.

   c. If additional office space on the ground floor becomes available for lease, the City will negotiate in good faith to lease such additional office space to Tenant, although no guarantee is made.

   d. The Tenant shall have and enjoy shared occupancy of the “reception area” that forms the entry way to Tenant’s demised space, as well as to a certain kitchen area nearby. The reception area and kitchen space will be jointly used by a third party (Tri-City Shuttlebus) that will be renting offices within close proximity to Tenant.

2. TERM. Tenants shall have and hold the Leased Premises, unless sooner terminated, for a term of three (3) years, which term commences September 1, 2020 and shall run until August
3. RENT. The annual rent is $3,000.00 per year, divided into twelve equal monthly payments of $250.00. Said rent shall be payable on the first day of each month. Payments made more than fourteen (14) days after the due date are subject to a $100.00 late fee, and interest accruing at twelve (12) percent interest. The City shall directly pay to energize, heat and cool the premises, but Tenant shall also pay an additional fee of $100.00 per month as an offset for its share of heating, cooling and electricity used at the Premises, such offset to be added into the monthly rental fee described herein.

4. CONFERENCE ROOM. The Conference Room shall not be considered part of the Leased Premises, and no particular party shall have or enjoy priority of use except for the City of Saco, itself. The Conference Room is deemed public space for parties, including Tenant, to reserve for use via the City’s on-line “SKEDDA” system.

5. STAFFING OF TRAIN STATION. The City shall be responsible for staffing the Train Station to assist the public. The Tenant is not responsible in any form or fashion to assist with those obligations.

6. RENEWAL OPTION. There is no right of renewal, but the Parties agree to consult with each other 3 months prior to the expiration of the Lease regarding any extension, and the possible terms thereof.

7. COMMON AREA CLEANING AND SUPPLIES. The City shall be responsible for all care, upkeep, and cleaning of the Transportation Center, excluding the Leased Space which shall be cleaned and maintained by the Tenant. The City shall provide supplies for the public restrooms and common areas at the Transportation Center including but not limited to toilet paper, paper towels and hand soap. The City shall also supply, and/or incur the expenses for all cleaning supplies for the transportation lobby and public restrooms. The Tenant shall be responsible for the supplies, toilet paper, cleaning materials, light bulbs, etc. required for the Leased Premises.

8. UTILITIES and TAXES. The City will pay all heat, water, electric, air conditioning and sewer fees related to the entire Transportation Center, including the Leased Space. Tenant’s portion of those costs are and shall be recouped as described in Section 3, subject also to the conditions of Section 27 (Re-Opener Clause) below. Tenant will also pay for any set-up, service and usage fees and costs for telephone, cable and internet services or lines. There are no real property taxes due at any time hereunder, but Tenant is responsible for any personal property taxes related to their own equipment and furnishings found in the Leased Premises.

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

10. PARKING. The City shall maintain all parking spaces associated with Premises. The Tenant shall be assigned four (4) parking spaces for their employees at locations determined by the City but on City property at the Transportation Center. All other parking shall be public, on a first come, first serve basis.

11. PERMITTED USES.

a. The Tenant shall use the Leased Premises as office space. They may not use the Leased Premises for any other purposes without the written consent of the City. No trade or occupation shall be conducted in the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law, regulation, or any municipal by-law or ordinance. The Tenant may also use the parking lot as detailed in Section 1 (e).

b. It shall be Tenant’s responsibility to assure that any use conducted within the Leased Premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes (“City Codes”). The failure of the Tenants to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

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

d. In no event shall Tenant, or any employee or agent of Tenant, interfere with the routine and customary operations of the AMTRAK passenger system, its personnel, or its trains, or of the City and its personnel, agents and contractors. Any violation of this condition shall be deemed a material breach of the Lease.

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

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

a. The Tenant agrees to keep the entire interior of the Leased Premises in a reasonably neat, clean and sanitary condition.
b. The City agrees to undertake all maintenance and repair responsibilities for the remaining interior space and for the exterior of the Transportation Center, including the Leased Premises, except in those cases where the repair and/or damage is caused in whole or part by the fault, neglect or negligence of the Tenant. The City shall be responsible for all salting, sanding, plowing and winter care of the exterior except for the two doorways accessing only the Leased Premises.

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

d. Any alterations or additions authorized by the City to the Leased Premises shall be performed with reasonable care, and in a workmanlike manner, and shall be at Tenant’s cost unless otherwise agreed in writing. All work and improvements must be reviewed and approved in advance by the City’s Department of Public Works, and any and all contractors working for Tenant on Premises must show and provide proof of insurance, acceptable to the City as to form and content, that covers both the Tenant and the City as named insureds.

14. INSURANCE AND INDEMNIFICATION.

a. Tenant shall defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities, judgments, costs, fees, and fines (hereinafter “Claims”) which claims arise from or relate in any way to their lease of, use, or occupancy of the Leased Premises and for any outdoor activities or improvements, the Parties expressly intending that this obligation to defend and indemnify be read as broadly as possible. This duty to defend, indemnify and hold harmless is meant and intended to extend outside the Leased Premises to other areas of the Transportation Center, including the Parking Lots.

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

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

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

17. DEFAULT

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

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

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

19. ACCESS. The City and its Administrator, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the City elects to undertake, or such other purposes as it deems necessary, provided that the City gives the Tenant 24-hour advance notice, except for emergencies, in which case the City may enter as deemed necessary.

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

   To Tenant: Saco Main Street, Inc.
               ATTN: Robert Biggs
               209 Main Street
               Saco, Maine 04072
To Landlord: City of Saco City Administrator  
300 Main Street 
Saco, Maine 04072

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

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

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

24. EXTERIOR SIGNAGE. The City will establish a “Pylon” sign near the Main Street entrance. The Tenant shall enjoy a listing on said pylon. The Tenant may also install one interior sign within the premises immediately adjacent to its entrance for Tenant, size, location and content to be approved by the City. Tenant may also install one sign on the exterior of the premises subject to design review and final approval by the City, done at Tenant’s expense. All signage must comply with City Zoning rules and standards.

25. NO SMOKING POLICY. The Tenant, its employees, agents and guests, are prohibited from smoking in or on any part of the Leased Premises including all curtilage and walkways, as pursuant to City Ordinance.

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

27. RE-OPENER. The Parties agree that certain limited terms of this Lease are subject to renegotiation if during the term it is reasonably determined that the Tenant’s average monthly share of utilities used or consumed on Premises is markedly more than $100.00 per month, meaning by at least a factor of 20% more. Upon installation and use of the herein referenced recharging station, the City may also renegotiate terms if such facilities interfere with normal operations of the train station or the public parking.
IN WITNESS WHEREOF, the parties hereto have set their hand and seals on and as of the
date first set forth above.

SACO MAIN STREET, INC:                    CITY OF SACO:

_____________________________ _____________________________
Robert Biggs                   Bryan Kaenrath
Executive Director             City Administrator
There has been mention of appointing a City of Saco Historian. A discussion may be had among the Council on whether a historian is needed, and if so, what their functions may be. A Saco Historian could provide information, research, promote awareness, and serve as an advisor to the Council and City Staff.

Please visit the link below to get an idea of the role of a historian in Schenectady:

City of Schenectady Historian