STATE OF MAINE
COUNTY OF YORK
CITY OF SACO

I. CALL TO ORDER – On Monday, June 5, 2017 at 6:30 p.m. a Council Meeting was held in the City Hall Auditorium.

II. RECOGNITION OF MEMBERS PRESENT – Mayor Roland Michaud recognized the members of the Council and determined that the Councilors present constituted a quorum. Councilors present: David Precourt, Roger Gay, William Doyle, Kevin Roche, Alan Minthorn, Eric Cote and Nathan Johnston. City Administrator Kevin Sutherland was also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL
PLAYFUL CITY RECOGNITION PROCLAMATION

Mayor Michaud read the Playful City Recognition proclamation as follows:

Whereas, play is a crucial factor in the overall well-being of children, and
Whereas, playspaces and playgrounds within walking distance of children’s homes are missing from many communities and neighborhoods, and
Whereas, unstructured, unplanned, spontaneous, and self-motivated play is on the decline, and
Whereas, fewer children spend time outside at parks and playgrounds, and
Whereas, children who play are healthier and suffer less obesity and obesity-related health problems such as diabetes and heart disease, and
Whereas, children who play do better in school and develop cognitive skills that are linked to learning and academic performance, and
Whereas, children who play learn the social skills that help them become happy and well-adjusted adults, and
Whereas, parents, schools, child care centers, nonprofit organizations, businesses, churches, synagogues, mosques, and all interested parties wish to raise this community’s children to become healthy, happy, and successful adults,

Now, Therefore, I, Ron Michaud, Mayor of the City of Saco,
do hereby proclaim Saco as a

Playful City USA

and I urge all citizens to celebrate Play and to support efforts to build and maintain playspaces and playgrounds in our community.

Further, I urge all citizens to continue to support and maintain playspaces and playgrounds for the well-being of this and future generations

V. PUBLIC COMMENT

➢ Peter Flaherty, Scarborough & Tracy Chadbourne, No. Yarmouth - We are the co-owners of Pond Cove Millwork and we want to say thank you for entertaining the option and we look forward to it. We have a great repore with Bill.
➢ Barbara Colman, 45B Stockman Ave. – Last week you received an e-mail thanking the City Audit firm regarding the Senior Volunteer Program. The e-mail states that citizens in the future should go through Council, which is what occurred. Two Council members received an e-mail with concerns outlined in supporting documentation on May 21st. They were raised previously at the May 1st meeting to the City Administrator. It was indicated that the issues were resolved but they were not. Before the Council on May 22nd was an order and motion for a vote on a program which was not properly being administered. As
it stands now the city per IRS regulations must correct this issue going forward and adjust 3 years back as well. Changing subjects. What one publically says in the paper, this evening or writes is one thing. But to treat an individual inappropriately because of their use of free speech is wrong. Each of you this evening received a copy of a letter hand delivered to Mr. Sutherland. It regards steps taken for the protection of individuals and a number of city staff and our community. When delivered in person immediately I was informed to leave his office and his demeanor was not pleasant but inappropriate. Two years I have been the subject of such behavior either written or spoken. As the Mayor and the Council what will it take for oversight of issues pointed out? Such behavior from any individual paid by the City of Saco can no longer be tolerated.

VI. CONSENT AGENDA

Councilor Johnston moved, Councilor Doyle seconded to approve consent agenda items #A, B, C, D, and E as follows:

A. MINUTES - Be it ordered that the City Council approve the minutes for May 8, 2017 and May 15, 2017. Further move to approve the order;

B. CONFIRM THE CITY ADMINISTRATOR’S REAPPOINTMENT OF KEVIN LOMBARD TO THE SACO MUSEUM/DYER LIBRARY ASSOCIATION BOARD OF TRUSTEES - Be it Ordered that the City Council confirm the City Administrator’s reappointment of Kevin Lombard to the Saco Museum/Dyer Library Association Board of Trustees for a 2-year term to expire in June 2019. Further move to approve the Order;

C. APPLICATION FOR A LICENSE TO OPERATE GAMES OF CHANCE – BIDDEFORD-SACO ELKS #1597 - Be it Ordered that the City Council grant the application for a License to operate Games of Chance as follows: Nevada Gold (2 games), Daily Attendance (1 game) and Queen of Hearts (1 game) from July 1, 2017 to September 30, 2017 as submitted by the Biddeford & Saco Elks #1597. Further move to approve the Order.

D. RENEWAL OF LICENSE AGREEMENT FOR RIZMARTZ LLC - Be it ordered that the City Council approve the renewal of a License Agreement by and between the City of Saco and RizMartz, LLC, to operate a drink/snack truck from June 5, 2017 through October 31, 2017 at a parking space at the Saco Transportation Center located at 138 Main Street, Saco, Maine. Further move to approve the Order.

E. APPLICATION FOR A SOLID WASTE PERMIT – MAINE WASTE SOLUTIONS D/B/A WE COMPOST IT! - Be it Ordered that the City Council grant the application for a Solid Waste Permit as submitted by Maine Waste Solutions d/b/a We Compost It! Further move to approve the Order.

The motion passed with seven (7) yeas.

VII. AGENDA

A. CDBG COMPULSIVE HOARDING WORKFORCE DEVELOPMENT PROGRAM – (PUBLIC HEARING)

The City of Saco has submitted a Community Development Block Grant (CDBG) Workforce Development application to fund a program within the City of Saco that would provide treatment and support for those suffering from compulsive hoarding. The City of Saco is collaborating with Shalom House, Inc. on this grant application.

The CDBG application process requires that a public hearing be held. Both the public hearing notice and the grant application are included as exhibit items below.

Councilor Cote moved, Councilor Minthorn seconded to open the public hearing on the Community Development Block Grant for a compulsive hoarding Workforce Development program. The motion passed with seven (7) yeas.

Barbara Colman, 42B Stockman Ave. – Ms. Colman stated that the grant is a great idea. How are we going to protect the privacy of our citizens because we will be using volunteers and all of that and there are confidentiality requirements and HIPPA requirements. How has that been outlined prior to accepting the funds to make sure that everybody’s freedom is protected? Is there a proposal before the Council that outlines all this yet or is this going to be a wait and see process? Does Council have anything that we do not have as a public?
Councilor Cote moved, Councilor Johnston seconded to close the public hearing and to apply for the grant. The motion passed with seven (7) yeas.

State of Maine
Community Development Block Grant Program
2017 Workforce Development Program
Letter of Intent
Due May 5, 2017 and, if program funds remain, July 7, 2017 by 4:00 p.m. *
Letters of Intent may be submitted via email to: ocd.loi@maine.gov
Please enter "WDP LOI" in the subject line.

All communities wishing to apply for a 2017 Workforce Development Grant must use this Letter of Intent to document compliance with requirements established by Title I of the Housing and Community Development Act of 1974, as amended and the State of Maine CDBG program. Applicants who submit a completed and approved Letter of Intent will be notified by OCD whether they are eligible to submit a final application. Eligibility to submit a final application does not imply final project approval or funding.

2017 CDBG Program Funds are not expected to be available before July 1, 2017.

APPLICANT ELIGIBILITY

<table>
<thead>
<tr>
<th>Legal Applicant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant: City of Saco</td>
</tr>
<tr>
<td>Address: 300 Main Street</td>
</tr>
<tr>
<td>City, ZIP+4: Saco, ME 04072</td>
</tr>
<tr>
<td>Chief Official: Kevin L. Sutherland</td>
</tr>
<tr>
<td>Census Tracts #(s) Where Proposed Activities Will Occur: All</td>
</tr>
<tr>
<td>DUNS #: 0483185715</td>
</tr>
<tr>
<td>Applicant DUNS (Dunn &amp; Bradstreet) #: (visit <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a> to obtain a number)</td>
</tr>
<tr>
<td>OCD Development Program Manager Name and Date of Consultation (required to occur before submission of LOI): Deborah Johnson, Director, OCD – 2/22/17</td>
</tr>
</tbody>
</table>

Applying on Behalf of Sub-Grantee (Business) if applicable:

| Business: Shalom House, Inc. | Phone: 207-874-1080 |
| Address: 106 Gilman Street | Fax: 207-874-1077 |
| City, ZIP: Portland, 04102 | E-Mail: jsilander@shalomehouseinc.org |
| Owner: | Website: www.shalomehouseinc.org |

Job Training/Skills Development Program Information:

| Program Name: Hoarding Services Program |
| Instructor Name: Eric Grainger |
| # of persons to receive training: 76 | # of persons to be hired after training: 0 |
| Duration of Training: 1.5 hours |

2017 Workforce Development Grant Program
Letter of Intent
PROJECT INFORMATION

Provide a concise description of the proposed project below. The scope of work should be very specific in identifying how the CDBG WDG money will be used and how the proposed activities will help to address the gap between training/skills and employment opportunities.

Hoarding is a mental health condition characterized by the compulsive acquisition of objects. While hoarding disorders strike all socio-economic strata, those who stand to lose the most due to hoarding and the underlying untreated mental health condition are low-income renters.

The current systems of housing authorities, assisted housing, city housing, and mental health services fail people with hoarding disorder in three ways:
1. Assisted housing systems and the landlords with whom they contract typically regard hoarding as a moral issue of cleanliness, motivation, or self-control rather than an illness rooted in brain function;
2. Cities and housing entities often respond to people with hoarding behaviors in a punitive way – through “forced clean outs” – further traumatizing the person who hoards and further entrenching hoarding behaviors;
3. When “forced clean outs” fail, people with hoarding behaviors – along with their families – are often evicted by housing entities – and become homeless.

Our chief challenge is rooted in the nature of the disorder itself: it is chronic and progressive. This means that people are not cured of hoarding disorder but rather will achieve some measure of recovery – as would a person with a history of alcoholism. It also means that without intervention, hoarding disorder becomes worse. Because of this, supports for recovery must be ongoing and community-based to be effective and sustainable.

Through Shalom’s own experience as a mental health provider and landlord we have identified several reasons for the need to expand hoarding education and services in Maine.
• The current level of ignorance regarding hoarding, its causes, and its treatment coupled with the high level of interest have many people identifying a strong desire to help, but without enough know-how to do so.
• Training and education for all parties including hoarders, family members, services providers, first responders, and landlords are beneficial to preventing eviction and homelessness among people who hoard.
• There is a need for expanded treatment options, delivery of better information about where to get treatment, more support groups, and more trained specialists.
• The demand for direct service volunteers has been greater than anticipated. The people who we serve have indicated strong desire to utilize volunteers for support and to assist with organizing and discarding

Scope of Work

The Hoarding Services Program at Shalom House provides treatment for those suffering with compulsive hoarding. They are the central point of contact for education and training of service providers, landlords, and public agencies such as Adult Protective Services, the Police and Fire Departments, Housing Authorities, Public Health, etc. They will meet the current, and expected future demands of this program by working with the City of Saco to:
• Create an assessment/crisis team to respond to and coordinate services for each individual – including referral, advocacy, outpatient therapy, daily living skills, professional organizing, and education.
• Become the Liaison between landlords, public agencies, and others to ensure clients pass inspections and avoid eviction.
• Create a services roadmap for people with hoarding behaviors and their families, service providers, public agencies, and landlords so that people know what agencies to contact in different situations and have a way to identify and seek assistance.
• Help the City of Saco establish a single point of entry into the system of supports and resources that follows the services roadmap, and engages the assessment team.
• Expand support groups to include peer support groups and groups for family members. The support groups have been very successful. The benefits include reduced isolation and shame, increased motivation and inspiration to seek more focused and individual therapy for this disorder.

2017 Workforce Development Grant Program
Letter of Intent
• Finding and training volunteers through a volunteer program that educates and trains individuals to provide in-home assistance with sorting, organizing, and discarding and a second group to help coach clients progress with the goals in the Compulsive Acquiring and Hoarding Workbook.
• Help to ensure overarching coordination and evaluation of the program as well as create evaluation guidelines to ensure success for both the clients and the program.

The cost of providing the education, training, and oversight to the City of Saco will be approximately $50,649.50. Services provided to the City of Saco by the Shalom House Hoarding Program Coordinator and staff will consist of the following:
  Personnel ($30,149.50)
  • Program Coordinator/Specialist ($22,349.50)
  • Volunteer Coordinator ($7,800)
  Training & Outcomes ($18,500)
  • Volunteer Training ($8,000)
  • Support Group Leader Training ($2,000)
  • Assessment/Crisis Response Team ($3,000)
  • Hoarding 101 Presentations ($2,000)
  • Advanced Hoarding 102 Training ($2,000)
  • Research Evaluation/Measurement Tools ($1,500)

Other Expenses ($2,000)
• Supplies/Equipment, Postage ($500)
• Travel ($1,500)

COST ESTIMATES & PROJECT FUNDING

Provide the estimated project cost, amount of CDBG-WDG funds to be requested and sources, amounts and dates secured for any anticipated cash matching funds (matching funds are not required). Clearly state the source of the cost estimates.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $112,078</th>
<th>CDBG Request: $50,000</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Funding Source (match)</th>
<th>Amount</th>
<th>Date Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>United Way of Greater</td>
<td>$24,107.00</td>
<td>Pending (Will be notified by August 2017)</td>
</tr>
<tr>
<td>Portland</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maine CDBG</td>
<td>$50,000.00</td>
<td>Pending</td>
</tr>
<tr>
<td>Elmina B. Sewall Foundation</td>
<td>$40,000.00</td>
<td>Pending (Will be notified by July 2017)</td>
</tr>
</tbody>
</table>

TOTAL: $114,107.00

D. NATIONAL OBJECTIVE

Check the appropriate box below and attach all required documentation listed in the appropriate box.

BENEFITTING LOW-TO-MODERATE INCOME PERSONS (LMI)

Predominant Use by LMI National Objective

Attach documentation that the activities to be provided by CDBG funds will benefit LMI persons, where at least 51% of participants are LMI.

2017 Workforce Development Grant Program
Letter of Intent
The City has received an offer for the purchase of lot #6 (22 Mill Brook Road) in the Mill Brook Business Park. The City Code grants the Economic Development Commission (EDC) authority to sell property in the park if it is for an amount at or above the Council established listed price. The price that has been negotiated subject to City Council approval of $180,000.00 is less than the asking price of $211,500 and as such requires Council approval. The Economic Development Council met on Thursday May 18th and unanimously recommended that the Saco City Council approve the sale of this lot to FFC REALTY GROUP, LLC for $180,000.00. The offer equals 85.11% of the asking price. The proposed buyer plans to build a 30,000 sq. ft. manufacturing facility and business headquarters for Pond Cove Millwork on the lot. Pond Cove will initially have a workforce of 41 employees with the expectation that the workforce will grow, subject to the company’s ability to find qualified employees. A Credit Enhancement of 50% of the incremental tax revenues has been requested. The Credit Enhancement would be capped at 25% of the final project development cost – currently estimated at $2.0 to $2.5 million. Any Credit Enhancement would include: minimum employment/workforce level, wage, health and retirement benefit...
requirements. The final dollar amount of the Credit Enhancement may be adjusted slightly but the terms will remain unchanged.

The sale and the offer of a Credit Enhancement were recommended for approval by the City’s Economic Development Commission on May 18, 2017.

Councilor Minthorn moved, Councilor Doyle seconded “Be it ordered that the City Council authorize the City Administrator to sign the contract for the sale of commercial real estate for lot #6 in the Mill Brook Business Park with FFC Realty Group, LLC and enter into a Credit Enhancement Agreement with FFC Realty Group, LLC and Pond Cove Millwork, Inc. along the terms set forth in the attached Summary of Proposed Credit Enhancement Agreement. Further move to approve the order. The motion passed with seven (7) yeas.

PURCHASE AND SALE AGREEMENT

NOW COME the parties, CITY OF SACO (hereinafter “The City” or “Seller”) a municipal corporation, 300 Main Street, Saco, Maine and owner of certain real property in said City (the “Premises”) and FFC Realty Group, LLC, a Maine Limited Liability Company with a principal office at 49 Lufkin Road in Yarmouth, Maine (“Buyer”) who agree as follows:

WITNESSETH:

1. Agreement. The City owns certain land comprising Lot 6 in its Mill Brook Business Park, comprising 4.39 acres of land, more or less, as shown on a certain Subdivision Plan for said Industrial Park as recorded in the York County Registry of Deeds, (see Plan Book 297, Page 42, as amended in Plan Book 378, Page 1) which the City agrees to sell and which Buyer agrees to buy for certain terms as set forth below.

2. Financial Terms. The Buyer agrees to pay the City One Hundred Eighty Thousand Dollars ($180,000.00) for said land upon the following terms and conditions:

   A. Five Thousand Dollars ($5,000.00) due upon execution of this Purchase and Sale as “earnest money” (money to be held by City’s Attorney); and

   B. The remainder of One Hundred and Seventy Five ($175,000.00) due at closing.

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

4. Earnest Money. Prescott Jamieson Murphy Law Group, Seller’s Counsel, will hold the earnest money in its Attorney Trust Account subject to additional terms below. Said funds will be held in the firm’s “IOLTA” account subject to the terms set by Maine’s Supreme Judicial Court governing such accounts.

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

   Date: June 5, 2017

6. Possession/Occupancy. Closing shall occur on or before August 1, 2017. There shall be no extensions except upon payment of an additional earnest money deposit of Five Thousand Dollars ($5,000.00); if requested and an extension fee is paid, such extension shall be for 30 days; with a closing no later than August 31, 2017. Upon closing, Buyer shall be entitled to immediate occupancy of the property.

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

9. **Brokers:** The Buyer has been represented by Craig Church of Magnuson Ballard and Wade Brokers of Portland, Maine as a Broker. The Seller and the Broker have agreed to a Six Percent (6%) sales commission as the sole and total Brokerage Fee related to this transaction payable at closing, and deducted out of the sale proceeds.

10. **Survival of Terms.** All of the terms and conditions of this Purchase and Sale shall survive the closing.

11. **Heirs, Successors and Assigns.** This agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

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

13. **Pro-Rata of Taxes, etc.** There are no real estate taxes due and owing. Each party, however, is responsible for its share of any transfer taxes arising from this sale.

14. **Default.** In the event of default by the Buyer, the City may employ all legal and equitable remedies at law including forfeiture of the earnest money. In the event of default by the City, the Buyer may employ all legal and equitable remedies including specific performance.

15. **Other Conditions:**

A. The lots for sale in Mill Brook Business Park, including Lot 5 here, are encumbered by certain covenants and restrictions including certain environmental covenants which have been recorded with the subdivision plan. Said restrictions shall apply throughout the Industrial Park uniformly to all lots in the Mill Brook Business Park, including Lot 5.

B. Buyer obtaining, within 60 days from acceptance of this Purchase and Sale Agreement, all required federal, state and local governmental approvals or permits needed to allow the construction of a five thousand (5,000) square foot or greater, building on the subject lot.

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

D. The Approval of a Credit Enhancement Agreement between the City of Saco and FFC Realty Group, LLC, and Pond Cove Millwork, Inc. (the related operating company to FFC Realty Group, LLC) that provides for payment of up to fifty percent (50%) of the incremental tax revenue created on the subject lot for a term not to exceed thirty (30) years for total payments not to exceed twenty five percent (25%) of the final approved project currently estimated at Two Million Two Hundred and Five Thousand dollars ($2,205,000). Twenty five percent (25%) of the final approved project is estimated at five hundred fifty one thousand two hundred and fifty dollars $551,250.00, provided Pond Cove Millwork, Inc. relocates its entire operation with 41 employees to the subject location and provides those employees with quality jobs, loosely defined as those paying 1.5 times the federal minimum-wage and offering access to health and retirement benefits. Such Credit Enhancement will be subject to further approval by the State of Maine.
B. RENEWAL APPLICATION FOR SPECIAL ENTERTAINMENT PERMIT – BIDDEFORD-SACO ELKS LODGE #1597 – (PUBLIC HEARING)

Biddeford-Saco Elks Lodge No. 1597 has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

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

Councilor Precourt moved, Councilor Minthorn seconded to open the Public Hearing. The motion passed with seven (7) yeas.

There were no public comments.

Councilor Precourt moved, Councilor Minthorn seconded to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by Biddeford-Saco Elks Lodge No. 1597 for a Special Entertainment permit to be concurrent with the establishment’s current liquor license. Further move to approve the order.

Point of Order – Councilor Roche inquired if the Special Entertainment Permit could be put on the consent agenda. Councilor Johnston and City Administrator Kevin Sutherland noted that the State Law requires a public hearing.

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

C. RENEWAL APPLICATION FOR SPECIAL ENTERTAINMENT PERMIT – KERRYMEN PUB – (PUBLIC HEARING)

John Kerry d/b/a Kerrymen Pub has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.
The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with the Saco City Code, Chapter 93 - Entertainment §93-2.

Councilor Doyle moved, Councilor Precourt seconded to open the Public Hearing. The motion passed with seven (7) yeas.

There were no public comments.

Councilor Doyle moved, Councilor Minthorn seconded to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by John Kerry d/b/a Kerrymen Pub for a Special Entertainment permit to be concurrent with the establishment’s current liquor license”. Further move to approve the Order. The motion passed with seven (7) yeas.

D. ZONING ORDINANCE AMENDMENTS: SECTION 708: OFF-STREET PARKING – (SECOND & FINAL READING)

Parking requirements in the Zoning Ordinance are found in Section 708. Table 708-2 specifies the number of parking spaces required for different uses. Off-street parking is required for all uses in Saco, from single-family dwellings to large commercial and industrial businesses. Section 708, like the Ordinance, dates back to 1995, and has been amended a number of times over the years. The proposed amendments would allow greater flexibility for the Planning Board in its review of project-related parking, particularly in the downtown area.

The Planning Board reviewed this item and held a public hearing on May 2, 2017. Five related amendments were proposed for five subsections of Section 708. The Board voted to forward a positive recommendation for a single amendment, to the existing language found at the end of Table 708-2, allowing greater flexibility to Planning Board decisions citywide.

Councilor Johnston moved, Councilor Roche seconded “The City Council hereby ordains and approves the Second and Final Reading of the document, Amendment to Section 708. Off-Street Parking May 2, 2017.” The motion passed with six (6) yeas and one (1) nay – Councilor Cote.

“Amendment to Sec. 708. Off-Street Parking”
May 2, 2017

(Proposed language is underlined.)

Section 708. Off Street Parking

Sec. 708-2

Where a proposed use cannot be reasonably fit into one of the above categories, the Planning Board shall prescribe the required number of off-street parking spaces. When an applicant demonstrates to the Board’s satisfaction that the number of off-street parking spaces is adequate for a proposed use, the Board may find that a lesser number of spaces than is prescribed in Table 708-2 is acceptable, but only upon making a finding that the following standards have been met:

A. On-street parking is available within a reasonable distance;
B. Off-site parking as described in § 708-3-2 is not available;
C. The lack of on-site parking will not create hazardous and unsafe conditions in the neighborhood.

(Amended 7/1/91; 3/7/94; 9/6/94)

E. ZONING ORDINANCE AMENDMENTS: ARTICLES 3, 4 AND 7 AND ZONING MAP AMENDMENTS TO TAX MAP 74: LOTS 1 AND 2 AND TAX MAP 60: PORTIONS OF LOTS 1 AND 7 – (FIRST READING)

The proposed amendments to Articles 3, 4 and 7 of the Zoning Ordinance, and to the Zoning Map are part of the
process toward resolving the Bill Dodge-Desfosses appeal, wherein an abutter to the Bill Dodge Nissan auto
dealership at 857 Portland Road appealed the City Planner’s decision to view a retaining wall and chainlink fence
as a minor amendment to the approved site plan. The amendments define two new terms in Article 3 and amend a
third, add new uses to the B-6 zone, and create a performance standard for Elder Non-Congregate Detached
Housing projects.

The Planning Board held a public hearing on August 6, 2016 and again on November 15, 2016, and recommended
that the amendments be adopted as proposed.

Councilor Doyle moved, Councilor Precourt seconded “The City Council hereby Ordains and Approves the First
Reading of the document titled, ‘Draft Amendments to Articles 3, 4 , and 7 of the Zoning Ordinance, and to the
Zoning Map for Those Parcels Identified as Tax Map 74, Lots 1 and 2, and Tax Map 60, Portions of Lots 1 and 7’
and further moves to set the Public Hearing for June 19, 2017.” The motion passed with seven (7) yeas.

‘Draft Amendments to Articles 3, 4 and 7 of the Zoning Ordinance,
and to the Zoning Map for Those Parcels Identified as
Tax Map 74, Lots 1 and 2, and Tax Map 60, Portions of Lots 1 and 7’

(Proposed language is underlined)

Article 3. Definitions

Automotive/Transportation Warehouse or Distribution Facility: A four season building intended for the
shipping, receiving and/or warehousing of automotive or transportation parts, equipment, articles and material (but
not whole vehicles themselves) which may include some on site assembly, finishing and packaging. Retail activity
may be allowed provided no more than 15% of the available floor area is devoted to such use. No outside storage
of any parts, equipment, articles or material is allowed.

Elder Non-Congregate, Detached Housing: A planned development, subject to the standards set out in Section
705-2, serviced only by public sewer and water.-Lots may be separately owned, or owned by one person or entity
and leased. At least one resident of each individual dwelling shall be age 55 or older and no resident shall be under
age 18. Residences are not congregated but are
detached and shall be manufactured housing or traditional on-site built homes. All such residences shall be fully
insulated, year-round homes, with all customary utilities, and may be sited within a development serviced by
private but paved streets. The planned development may include a community center, an exercise and fitness center
for development residents and their guests only, management and sales offices, and temporary storage of
manufactured homes. Permitted accessory uses and structures include, but are not limited to, storm water
maintenance facilities, parking areas, utility services, site amenities and outside recreational areas.

Height of structure: The vertical distance between the mean original grade at the downhill side of the structure
and the highest point of the structure, excluding chimneys, steeples, antennas, and similar appurtenances which
have no floor area.

Height of Structure: The vertical distance between the existing grade at the highest point around the footprint of the
existing or proposed structure and the highest point of the structure itself, excluding chimneys, steeples, antennas,
and similar appurtenances which have no floor area. (Amended 3/2/92; new date)

Article 4. District Regulations

410-9-A.. B-6 HIGHWAY BUSINESS AND COMMERCIAL DISTRICT (Amended 2/12/02, 1/6/93, 12/5/94,
3/2/92, 2/19/02, 4/7/03)

Permitted Uses

51. Automotive/Transportation Warehouse or Distribution Facility
52. Elder Non-Congregate, Detached Housing

Conditional Uses
15. Elder/Disability Housing Facility
16. Elder Disability Limited Service
17. Elder/Disability Care Facility: Full service

Article 7. Standards of Performance

Section 705. Siting of Manufactured Housing Units

705-1. General Requirements.

Manufactured housing units which are placed on lots outside of mobile home parks must:

1) Be constructed in accordance with applicable state and federal standards; as defined in Section 302 of this Ordinance.
2) Have pitched roof with a minimum pitch of 3 inches vertical for each 12 inches of horizontal run and covered by approved wood or asphalt composition shingles.
3) Have their exterior wall surfaces covered with materials similar to conventional construction, such as but not limited to cedar shakes, wood, vinyl or metal clapboards, boards and batten siding, etc., but not including flat, ridged or corrugated metal or plastic panels;
4) Be placed on permanent foundation, including a concrete pad over gravel base, with skirting around the bottom of the structure, or a concrete frost wall, or a full basement;
5) Be sited such that a minimum horizontal dimension of 14 feet faces the street in the C-1 zoning district and a minimum horizontal dimension of 20 feet faces the street in other residential zoning districts where manufactured housing units are permitted.

705-2. Requirements Specific to Elder Non-Congregate Detached Housing. Notwithstanding Section 705-1 and the City’s Subdivision Regulations, Manufactured Housing and on-site built homes, and the lots on which they are sited in an Elder Non-Congregate Detached Housing project are not subject to Section 704 or the Subdivision Regulations, but all such projects must instead meet the independent and equally stringent standards set forth herein below:

1) Meet the same building standards set out in Section 705-1, Subsections (1)-(4).
2) Be sited on lots not less than 5,000 square feet in size, which lot shall not have less than 50 feet of frontage on any public or private way. There may only be one dwelling on any lot.
3) No structure built or placed on such lots shall have less than 15 feet of front yard setback, 10 feet of side yard setback, and a 15 foot rear set back.
4) Structures built on such lots shall not exceed 45% coverage of the lot area and shall not exceed a height of 35 feet as measured from the existing grade at the highest point around the footprint of the existing or proposed structure and the highest point of the structure itself, excluding chimneys, steeples and antennas and similar appurtenances which have no floor area.
5) Such lots must be serviced by community sewer and community water, although the infrastructure within the development shall be privately owned and maintained. No individual wells or septic systems shall be permitted.
6) Electrical service shall be provided underground throughout the project and to each structure.
7) Telephone and cable service shall also be underground throughout the project.
8) All water, sewer, electrical and other utilities shall be installed in conformance with applicable state and local rules and regulations.
9) Each lot shall have adequate off street parking for at least two vehicles/autos.
10) Exterior street lighting for the project shall be provided to sufficiently illuminate internal roads.
11) Landscaping, including trees, shall be provided throughout the project and on each lot.
12) Adequate provisions for vehicular and pedestrian circulation on interior roads servicing all lots and onto adjacent public streets shall be provided.
13) Elder Non-Congregate Detached Housing projects shall be subject to Site Plan review.
14) To the extent any standard set out herein directly conflicts with a standard in the City’s Site Plan standards, the standards set out herein shall control and supersede the other. The minimum lot and yard standards set out in Table 412-1 for the B-6 zone are also replaced by these standards for such projects only.
Zoning Map
Find attached an excerpt of the zoning map showing the proposed rezoning of two parcels:

- Tax map 74, lot 1 – owned by City,
- Tax map 74, lot 2 – owned by Desfosses,

And, portions of two other parcels:
- Tax map 60, lot 1 – owned by Desfosses,
- Tax map 60, lot 7 – owned by WWS Properties, LLC,

from the existing I-1 to the proposed B-6.

F. CITY CODE AMENDMENT, CHAPTER 147: MULTI FAMILY DWELLING UNIT INSPECTIONS – (FIRST READING)

City Code Amendment, Chapter 147: Multi Family Dwelling Unit requires the disclosure of the ownership of a multi family dwelling unit (MDU) with 3 or more rental units. The City intends to hold owners of multi-family dwellings accountable and responsible for the maintenance and safe living conditions by establishing a Multi-Family Dwelling Unit Registration and Inspections program. Many owners form limited liability companies and other various forms of proprietorships in order to have undisclosed and unidentifiable principals.

By requiring the disclosure of ownership, it provides a transparency to the Citizens of Saco and enables City Officials to perform their duties. The City seeks to assure properties come into compliance with current Life Safety practices, and that owners are alerted to any detrimental conditions that could place tenants at risk.

Councilor Roche moved, Councilor Minthorn seconded “The Saco City Council hereby ordains and approves the first reading of ‘City Code Amendment, Chapter 147: Multi Family Dwelling Unit Inspections’, and further moves to set the public hearing for June 19, 2017.” The motion passed with seven (7) yeas.

“City of Saco Code Amendment:
Chapter 147 - Multi Family Dwelling Unit Registration and Inspections,”

Chapter 147. Multi Family Dwelling Unit Registration and Inspections

Section 147-101. Purpose:

The City intends to hold owners of multi-family dwellings accountable and responsible for the maintenance of safe living conditions by establishing a Multi-Family Dwelling Unit Registration and Inspections program. Many owners form limited liability companies and other various forms of proprietorships in order to have undisclosed and unidentifiable principals. Many individuals no longer have land lines and communicate mainly with cell phones which are mostly unlisted. This makes the effort to locate the person(s) who own the property extremely difficult and very time consuming. By requiring the disclosure of ownership, it provides a transparency to the Citizens of Saco and enables City Officials to perform their duties. The City intends to improve safety and sanitary living conditions for the residents of multi-family dwellings by establishing a program of regular inspections of such properties through its Code Enforcement Office. The City seeks to assure properties come into compliance with current Life Safety codes and standards, and that owners are alerted to any detrimental conditions that could place tenants at risk. The City intends to work cooperatively and proactively with owners of such properties by setting a protocol for regular inspections, as well as providing owners with clear standards for maintenance of their properties. The City recognizes the public safety benefits of centrally-monitored fire alarm systems and sprinklers systems by offering discounts for buildings that contain such systems.
Section 147-102. Findings:

Multi-family properties comprise almost 25% of the housing stock in the City of Saco, and it is estimated that over 20% of City residents live within one of these units. Typically, these properties are older and were built prior to the enactment of today’s rigorous life safety codes. In addition, the City does not currently have a regular inspection program for such properties. Based on various risk factors such as the age of the existing housing stock, the housing stock consisting of mainly wood frame construction and the lack of a proactive inspections program make the residents vulnerable to a significant life safety event. Fires in nearby communities, where multiple fatalities have occurred, affirms the importance of periodic safety inspections for these types of properties.

Sec. 147-103. Authority:

This proposed Ordinance to be adopted pursuant to the City’s home rule authority pursuant to the Maine Constitution and 30-A MRS Section 3001, et seq.

Section 147-104. Definitions:

**Dwelling Unit:** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Any portion of a single-family home, condominium, or apartment that is rented or is available to rent to an individual or individuals who are not the owners is a rental unit. Dwelling units, rooming units, and sleeping units as defined in the International Property Maintenance Code© as referenced in the City of Saco Chapter 163 are rental units. Dwelling units, rooming units and sleeping units shall be used synonymously.

**Life Safety Inspection:** An inspection performed by a Code Enforcement Officer and/or Fire Official to evaluate the building for compliance with current life/fire safety standards and compliance with the International Property Maintenance Code©.

**Multi Family Dwelling:** A building containing 3 or more dwelling units located all within the same structure and under the same ownership.

**Property Management Firm:** Any company responsible for the management of a multi-family dwelling unit and has access and control over the entire premises.

**Property Manager:** Any individual responsible for the management of a multi-family dwelling unit and has access and control over the entire premises.

Section 147-105. Multi Family Dwelling Unit Ownership/Registration:

Owner(s) of a multi-family dwelling building shall register their ownership with the City. Registrations are due October 1st of each calendar year or within 30 days of purchase of the property. If a new owner registers for the first time after October 31st, the annual registration fee will be pro-rated on a monthly basis. If a new owner registers mid-month, they will not be charged for the month which they register. The registration is valid through September 30th of the following year or September 30th of the year which they register in. All registrations must be renewed by October 1st of every year. The fee set forth below is per dwelling unit.

Registrations will be done through the Code Enforcement Office. All fees shall be made payable to the “City of Saco” and shall be processed at the submission of the registration.

In the event the owner uses a property management firm or has a property manager, the owner shall provide the property manager’s or property management firm’s contact information at the time of registration. If the property management changes during the 12 month registration period, the owner shall re-notify the City within 30 days of the date of the change.
Registration and Renewal Fee Discounts:

In recognition that there are certain actions that owners of rental units may take that reduce the risk to safety and decrease the financial burden upon the City, one of the following discounts to the registration fee and renewal fee are available. Only one discount shall apply to buildings that have both a sprinkler system and centrally monitored fire alarm system.

1) Discount for each rental unit within a fully sprinkled building as verified by a testing report, maintenance report or a maintenance contract, which shall be provided at the time of registration and upon each renewal;

2) Discount for each rental unit within a building with a centrally-monitored fire alarm system as verified by Fire Department logs or an alarm contract, which shall be provided at the time of registration and upon each renewal.

The annual registration and inspection fee as well as the discount rates are established in the fee table.

Section 147-106. Inspections:

Life safety inspections for all multi-families shall be completed every 5 years. The owner will be notified at time of registration if the inspection will be completed that year, or a later year. Once a property has been inspected, it will not be re-inspected for 5 years thereafter unless there is just cause.
Upon 2 weeks of notice, the owner shall grant the Code Enforcement Officer full access to the property during the Life Safety Inspection. This shall include, but not limited to each dwelling unit, all common areas, all basements, all out buildings, and any other area of the property the Code Enforcement Officer deems necessary to inspect.

Section 147-107. Violations and Enforcement:

The Code Enforcement Office shall have the primary responsibility for enforcement of this Ordinance. If the Code Enforcement Officer, or his/her designee(s), determines that a violation of this Ordinance has occurred, he or she shall send a notice to the property owner indicating a violation exists and a time frame for remediation shall be established. Subsequent violations of the Ordinance shall be subject to the penalties set forth below.

Violations are as follows:

Failure to register by October 1st shall result in a $250 fee assessed for each calendar day after that date until such time the registration fee and all penalty fees are paid in full.

Failure to update property management/owner contact information shall result in a $250 fee for each calendar day after the date of the change until such time the registration fee and all penalty fees are paid in full.

Providing false information shall result in a $1,000 fee for each calendar day after such information was provided until such time the registration fee and all penalty fees are paid in full.

Renting a unit that has not been registered shall result in a $250 fee for each calendar day after the unit was rented until such time the registration fee and all penalty fees are paid in full.

Section 147-108. Effective Date:

The provision of this ordinance shall become effective 30 days after its enactment.
In 1997, a TIF was created for First Light on the commercial real estate located at 77 Industrial Park Road. This TIF/Development District will terminate on June 30, 2017, unless it is extended.

In order to maximize the benefits for the City of Saco, staff recommends the TIF/Development District be extended for an additional ten years, with an anticipated quick turnaround/approval from the State of Maine.

Councilor Minthorn moved, Councilor Doyle seconded “The City Council hereby approves the first reading of “First Light Development District/TIF Extension and Amendment, and sets the Public Hearing and Second and Final Reading for June 19, 2017.” The motion passed with seven (7) yeas.

ORDERED, that the City of Saco, acting pursuant to the provisions of Title 30-A, Chapter 206 of the Maine Revised Statutes, amend the term of the Industrial Park Road Municipal Development and Tax Increment Financing District and adopt the First Amendment to the Development Program Narrative of the Industrial Park Road Municipal Development and Tax Increment Financing District (the “Narrative Amendment”) and the First Amendment to the Term of the Development Program of the Industrial Park Road Municipal Development and Tax Increment Financing District (the “Term Amendment”) (collectively the “First Amendment”) as presented to this Meeting, copies of which are incorporated herein and made a part of the minutes of this City Council Meeting, such designation and adoption to be pursuant to the following terms and provisions:

1. The First Amendment is hereby approved as an amendment to the Development Program for the District. For the reasons set forth therein, the City finds and determines that the designation of the District, as amended, and pursuit of the Development Program will make a contribution to the economic growth or well-being of the City and the betterment of the health, welfare or safety of its inhabitants, including employment opportunities, broadened and improved tax base and the effect on any existing business is outweighed by the contribution made by the District and the Development Program to the economic growth or well-being of the City and the betterment of the health, welfare and safety of its inhabitants; and

2. The term of the District is hereby extended for 10 years, ending June 30, 2028.

3. The City Administrator is hereby authorized and directed, on behalf of the City to execute and submit to the Commissioner of the Maine Department of Economic and Community Development (“DECD”) such applications and further documentation as may be necessary or appropriate for final approval and establishment of the First Amendment; and the City Administrator is authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he deems reasonably necessary or convenient in order to facilitate the process for review and approval of the First Amendment by the Commissioner of DECD, so long as such revisions are not inconsistent with these Orders or the basic structure and intent of the District.
I. SALE OF MILL BROOK BUSINESS PARK LOT #5 TO MAKERS ACRES LLC

The City has received an offer for the purchase of lot #5 (18 Mill Brook Road) in the Mill Brook Business Park. The City Code grants the Economic Development Commission (EDC) authority to sell property in the park if it is for an amount at or above the Council established listed price. The offer of $100,000.00 is for less than the asking price of $125,500 and as such requires Council approval. The Economic Development Council met on Thursday May 18th and unanimously recommended that the Saco City Council approve the sale of this lot to MAKER’S ACRES, LLC for $100,000.00. The offer equals 79.68% of the asking price. The company plans to build a 5,000 sq. ft. manufacturing facility and business headquarters on the lot. The company will have 10+ employees. No Credit Enhancement has been requested.

This item was recommended for approval by the City’s Economic Development Commission on May 18th, 2017.

Councilor Doyle moved, Councilor Gay seconded “Be it ordered that the City Council authorize the City Administrator to sign the contract for the sale of commercial real estate for lot #5 in the Mill Brook Business Park with Makers Acres, LLC.” Further move to approve the Order. The motion passed with seven (7) yeas.

PURCHASE AND SALE AGREEMENT

NOW COME the parties, CITY OF SACO (hereinafter “The City” or “Seller”) a municipal corporation, 300 Main Street, Saco, Maine and owner of certain real property in said City (the “Premises”) and Maker’s Acres, LLC, a Maine Limited Liability Company with a principal office at 5 Stone Street, Saco, Maine ("Buyer") who agree as follows:

WITNESSETH:

1. Agreement. The City owns certain land comprising Lot 5 in its Mill Brook Business Park, comprising 3.81 acres of land, more or less, as shown on a certain Subdivision Plan for said Industrial Park as recorded in the York County Registry of Deeds, (see Plan Book 297, Page 42, as amended in Plan Book 378, Page 1) which the City agrees to sell and which Buyer agrees to buy for certain terms as set forth below.

2. Financial Terms. The Buyer agrees to pay the City One Hundred Thousand Dollars ($100,000.00) for said land upon the following terms and conditions:

   A. Five Thousand Dollars ($5,000.00) due upon execution of this Purchase and Sale as “earnest money” (money to be held by City’s Attorney); and

   B. The remainder ($95,000.00) due at closing.

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

4. Earnest Money. Prescott Jamieson Murphy Law Group, Seller’s Counsel, will hold the earnest money in its Attorney Trust Account subject to additional terms below. Said funds will be held in the firm’s “IOLTA” account subject to the terms set by Maine’s Supreme Judicial Court governing such accounts.

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

6. Possession/Occupancy. Closing shall occur on or before August 1, 2017. There shall be no extensions except upon payment of an additional earnest money deposit of Five Thousand Dollars ($5,000.00); if
requested and an extension fee is paid, such extension shall be for 30 days; with a closing no later than August 31,
2017. Upon closing, Buyer shall be entitled to immediate occupancy of the property.

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

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

9. **Brokers:** The Buyer has been represented by Peter G. Hastings of the NAI Dunham Group of
Portland, Maine as a Broker. The Seller and the Broker have agreed to an Eight Percent (8%) sales commission as
the sole and total Brokerage Fee related to this transaction payable at closing, and deducted out of the sale proceeds.

10. **Survival of Terms.** All of the terms and conditions of this Purchase and Sale shall survive the
closing.

11. **Heirs, Successors and Assigns.** This agreement shall extend to and bind the heirs, personal
representatives, successors and assigns of the parties.

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

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

14. **Default.** In the event of default by the Buyer, the City may employ all legal and equitable
remedies at law including forfeiture of the earnest money. In the event of default by the City, the Buyer may
employ all legal and equitable remedies including specific performance.

15. **Other Conditions:**

   A. The lots for sale in Mill Brook Business Park, including Lot 5 here, are encumbered by certain
covenants and restrictions including certain environmental covenants which have been
recorded with the subdivision plan. Said restrictions shall apply throughout the Industrial Park
uniformly to all lots in the Mill Brook Business Park, including Lot 5.

   B. Buyer obtaining, within 60 days from acceptance of this Purchase and Sale Agreement, all
required federal, state and local governmental approvals or permits needed to allow the
construction of a five thousand (5,000) square foot or greater, building on the subject lot.

   C. Approval by the City of Saco Council to sell the lot for the proposed sales price set out in
Section 2 above.
16. **Environmental Hazards.** The City warrants it has no notice, actual or implied, and is unaware of any environmental contaminites or hazards on or below the surface of the subject Premises (Lot 5), and that they have not caused, permitted or suffered the storage and/or disposal of hazardous materials or waste on the Premises during any time it has owned the Premises.

17. **Time.** This offer is valid through June 5, 2017. If Buyer has not agreed to and executed this offer by that date, the City will re-market the subject lot for sale to other parties.

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

**G. CITY CODE AMENDMENT, CHAPTER 165: RECREATIONAL MARIJUANA CULTIVATION AND SALE PROHIBITION – (FIRST READING)**

The purpose of this ordinance is to impose a ban on the operation of recreational marijuana establishments and retail marijuana social clubs in the City of Saco until the State of Maine has established its set of regulations.

This will also give the City of Saco time to establish its own rules and regulations before this ordinance would be set to expire.

Councilor Minthorn moved, Councilor Doyle seconded “The Saco City Council hereby ordains and approves the first reading of ‘City Code Amendment: Chapter 165-Recreational Marijuana Cultivation and Sale Prohibition’, and further moves to set the public hearing for June 19, 2017.” The motion passed with seven (7) yeas.
Until those laws and regulations are established by the state, and this chapter of the city code expires, is repealed and replaced, or is reauthorized, the City will continue to prohibit the cultivation and sale of recreational marijuana in manners that are outlined in Section 165-105.

Sec. 165-103. Authority:

This proposed Ordinance to be adopted pursuant to the City’s home rule authority pursuant to 30-A MRS Section 3001, et seq.

Section 165-104. Definitions:

Retail Marijuana: Cannabis that is cultivated, manufactured, distributed or sold by a licensed retail marijuana establishment or retail marijuana social club.

Retail Marijuana Cultivation Facility: An entity licensed to cultivate, prepare and package retail marijuana and sell retail marijuana to retail marijuana establishments and retail marijuana social clubs.

Retail Marijuana Establishment: Retail marijuana store, a retail marijuana cultivation facility, a retail marijuana products manufacturing facility or a retail marijuana testing facility.

Retail Marijuana Product: Concentrated retail marijuana and retail marijuana products that are composed of retail marijuana and other ingredients and are intended for use or consumption, including, but not limited to, edible products, ointments and tinctures.

Retail Marijuana Social Club: An entity licensed to sell retail marijuana and retail marijuana products to consumers for consumption on the licensed premises.

Retail Marijuana Testing Facility: An entity licensed and certified to analyze and certify the safety and potency of retail marijuana and retail marijuana products.

Section 165-105. Recreational Marijuana Prohibition:

The operation of retail marijuana establishments which includes retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities, and retail marijuana testing facilities; and the operation of retail marijuana social clubs are prohibited within the City, and therefore all activities related to the abovementioned retail uses such as, but not limited to, cultivation, possession, extraction, manufacturing, processing, storing, laboratory testing, labeling, transporting, delivering, dispensing, transferring, and distributing recreational marijuana are expressly prohibited within the City.

Section 165-107. Violations and Enforcement:

Any designated City Code Enforcement Officer (CE Officer) or City of Saco Police Officer (Officer) is authorized and shall have the authority to enforce all provisions of this ordinance. A CE Officer or Officer may issue a written cease operations order directing the occupany, use, and other activities prohibited under this ordinance to cease immediately, and that the premises be vacated. Upon notice of the cease operations order, all occupancy, use, or other activity subject to the cease operations order shall stop immediately and the premises shall be vacated and closed.

Any person violating the provisions of this ordinance may be liable for the penalties set forth below:

First Violation. The maximum penalty for undertaking an activity related to Retail Marijuana Establishments or Retail Marijuana Social Clubs is $2,500.

Multiple. The penalty for undertaking an activity related to Retail Marijuana Establishments or Retail Marijuana Social Clubs is $25,000 when it is shown that there has been a previous conviction of the same person within the past five (5) years for a violation of the ordinance.

Section 165-108. Effective Date:

The provision of this ordinance shall become effective 30 days after its enactment. This ordinance automatically expires one year after the effective date unless it is repealed or reauthorized by the City Council.

Section 165-109. Severability:

If any part or provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.
VIII. COUNCIL DISCUSSION AND COMMENT

➢ Councilor Doyle – On June 17th the Dyer Library and Saco Museum will holds its 4th Annual Yard Sale.
➢ Councilor Roche – Finally got approved on the Federal Level for the Saco River Dredge. That was a long
time coming (24-25 years). We have a great meeting at the Chamber for Saco Island East, which that
proposal does include a marina and restaurant, right of way walk around and public space on the south side
for concerts or congregations. I hope the city can see fit to tell the Army Corp. and federal officials that we
have a development proposed to coincide with the dredge. The dredge is in a fiscal year 2018 budget but
the budget is a 2 year cycle. You do dredges between November and April so they will not be ready for the
Saco River this year but they proposed to do it in the fall and the city budgeted this summer and fall to do
the clean-up and so has Biddeford. The capital projects meeting concurred with that as well.
➢ Mayor Michaud - Noted that the city has an election on June 13th for the School Budget and a State
bonding issue.
➢ Councilor Doyle – Inquired with the City Administrator Kevin Sutherland whether the city got anywhere
with the Ross Ridge trail system and tennis court issue? This has supposedly been in the process of being
built for 8 years. A lot of the constituents in the area are waiting for that to be completed. The City
Administrator stated that he would look into it.

IX. ADJOURNMENT

Councilor Minthorn moved, Councilor Precourt seconded to adjourn the meeting at 7:45 p.m. The motion passed
with seven (7) yeas.

Attest: _________________________________
Michele L. Hughes, City Clerk