



City of Auburn, Maine

Office of Economic and Community Development
60 Court Street www.auburnmaine.gov
Auburn, Maine 04210
207.333.6601

March 15, 2017

To All Interested and Qualified Consultants,

The City of Auburn, a municipal corporation (hereinafter “the City”) is accepting written proposals for consulting services and technical expertise to assist the City in developing a “**Study to Support and Enhance Auburn’s Agricultural and Resource Sector**”.

The selection of a consultant will be based on the proposal that best serves the interests of the City. The City reserves the right to accept any proposal, in whole or in part, to achieve the best outcome as determined by the City at its sole discretion. The City also reserves the right to reject any or all proposals, or to waive any irregularities. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. Consultants shall be current on all amounts due to the City prior to the City entering into a contract.

Six (6) copies of the qualifications and proposal package (including a digital copy) must be clearly marked: “**Study to Support and Enhance Auburn’s Agricultural and Resource Sector**” Bid # 2017-027” and delivered to:

Eric Cousens, Project Lead
Deputy Director, Economic and Community Development
60 Court Street
Auburn, ME 04210
207-333-6601 ext. 1154 Email: ecousens@auburnmaine.gov

A mandatory pre-bid meeting will be held on **Wednesday, March 29, 2017 at 1:30 pm in the Community Room, 2nd floor, Auburn City Hall**. Interested parties can arrange to participate in the pre-bid meeting via conference call if unable to attend. All questions shall be directed in writing to the above office and must be received by **4:00 p.m. local time on Friday, March 31, 2017**. All questions will be answered by **4:00 p.m. local time on Tuesday, April 4, 2017** and emailed to all interested parties. Any firm interested in submitting a qualification package for this work shall notify the Project Lead by **4:00 p.m. local time on Friday, April 7, 2017** in order to assure that any changes can be properly disseminated to all interested parties. Completed packages must be delivered by **4:00 p.m. local time on Friday, April 14, 2017**. Submittals delivered after the deadline will not be considered. The proposals will be opened on **Tuesday, April 18, 2 p.m.** in the Auburn City Hall Community Room (2nd Floor).

PROJECT TIMELINE :

1. Distribution (target date)	Wednesday	3/15/17
2. Pre-Bid meeting	Wednesday, 1:30 p.m.	3/29/17
3. Questions in by	Friday, 4 p.m.	3/31/17
4. Staff Answers by	Tuesday, 4 p.m.	4/4/17
5. Last date to contact staff	Friday, 4 p.m.	4/7/17
6. Deadline to qualify to submit	Friday 4 p.m.	4/14/17
7. Proposal/Bid Opening	Tuesday 2 pm.	4/18/17
8. Interviews	Week of April 24-28	

Selection Process-

The selection of a consultant will be based on the proposal that best serves the interests of the City. The City reserves the right to accept any proposal, in whole or in part, to achieve the best outcome as determined by the City at its sole discretion. The City also reserves the right to reject any or all proposals, or to waive any irregularities. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. Consultants shall be current on all amounts due to the City prior to the City entering into a contract.

Proposals will be opened on **Tuesday, April 18, 2017, 2 p.m. in the Community Room, 2nd Floor, Auburn City Hall**, then reviewed and ranked by a selection committee in accordance to the criteria listed below. Following the evaluation, the City may conduct interviews with the highest rated proposals to clearly understand qualifications and the submitted proposal prior to awarding a contract. If required, potential consultants will be called in for an interview on during the week of April 17 through 21.

Selection Criteria:

- A. Specific experience with similar projects (20 points)
- B. Background and experience of staff members who would be assigned to the job (20 points)
- C. References (10 points)
- D. Overall strength of the proposal as listed in Proposal Requirements "G" (30 points)
- E. Fee (20 points)

Sincerely,



Eric Cousens, Project Lead
Deputy Director, Economic and Community Development Department



CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Award will be made on a basis of each item addressed, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening
4. Bids will be opened publicly on **Tuesday, April 18, 2 p.m. in the Auburn City Hall Community Room (2nd Floor)**. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the proposal, date of delivery, cost which meets the scope of work and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of completion after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. No contract may be assigned without the written consent of the Purchasing Director or his designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
10. Please state **"2017 "Study to Support and Enhance Auburn's Agricultural and Resource Sector". – Bid # 2017-027"**, on submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.



City of Auburn, Maine

Office of Economic and Community Development
60 Court Street www.auburnmaine.gov
Auburn, Maine 04210
207.333.6601

BID PROPOSAL FORM

Due: Friday, April 14, 2017 4:00 p.m. local time

To: Eric Cousens, Project Lead
Deputy Director, Economic and Community Development
60 Court Street
Auburn, ME 04210
207-333-6601 ext. 1154 Email: ecousens@auburnmaine.gov

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Name (print) _____

Title _____ Company _____

Address _____

Telephone No. _____

Email Address: _____

STATE OF MAINE
_____, SS.

Date: _____

Personally appeared and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public _____

Print Name _____

Commission Expires _____

“Study to Support and Enhance Auburn’s Agricultural and Resource Sector”.

Current Setting- Rural Auburn has a unique Agricultural and Resource Protection (AGRP) zoning district, which has been in place since the early 1960’s that contains over 40% of the city’s land area, or over 20,000 acres. (See attached Map 1) The purpose and intent of the AGRP zoning regulations (See attachment 2) has been to manage development and to promote food, agricultural, timber and natural resource production and uses. The AGRP zoning regulations have significantly restricted development for the last 50 plus years. Today however, the nature and trends of farming and food production have drastically changed. In response, Auburn desires to strengthen its natural resource-based economy (farming, timber, food businesses, etc) and better integrate this sector into community planning and City-wide priorities. In order to do so, the City requires a better understanding rural land owner needs and goals; the identification of opportunities for additional support and/or investment, and greater understanding of existing barriers and potential solutions and strategies.

Values Statement- The selected consultant is asked to use the following **Values Statement** as a foundation of its work; *“The City of Auburn values its agricultural heritage, protects the natural beauty of its land, and promotes locally grown food, raising livestock, managing forests and natural resource-based businesses.”*

Scope of Services

A. Staff Role- The staff will:

- Oversee a selection process for the selection of consultants
- Assist consultants in obtaining data from, city, county and state sources
- Facilitate arrangements for and participate in public meetings
- Oversee a city website dedicated to the Rural Land Capability Study
- Provide project oversight

B. Consultant Role- A selected consultant or consultant group will:

- Facilitate stakeholder and public meetings
- Conduct rural property owner interviews and surveys
- Submit a preliminary report on the public meetings, interviews and surveys
- Assist in gathering input from the Maine Department of Agriculture, Forestry and Conservation, the Maine Farmland Trust, St. Mary’s Nutrition Center, and Cultivating Community on agricultural trends in the State of Maine
- Conduct an assessment and report on Auburn’s existing Agricultural and Resource Protection district regulations, other local, state or regional rural regulations, the impacts of those regulations whether intended or not, and rural economic and social conditions
- Explore the economic and community development possibilities of Auburn’s Rural Lands and its potential to complement downtown living and development
- Prepare a preliminary report with alternatives for public consideration
- Prepare a final report with recommendations and implementation plan to overcome obstacles to Auburn’s rural economy
- Provide an implementation plan for the long term management of Auburn’s Rural Lands

Goals of the Study

- A. Gain an understanding of how rural agricultural, forestry and natural resource producers and property owners are utilizing their land, what their future plans are and find out if there are barriers to successful operations through property owner interviews and surveys.
- B. Build a broad community and stakeholder consensus on the future of Auburn's Rural Lands through an open public forum and readily available study information.
- C. Determine the economic and community development potential for Auburn's Rural Lands, both at the local and regional level and implement policies and regulations that meet that potential and align with the Values Statement.

Deliverables of the Study

- A. Database of property owners and a summary report of interviews that includes identified barriers and opportunities for agriculture, food and natural resource business development.
- B. Demonstrated involvement of agriculture, food, and natural resource businesses and stakeholders. Public meetings are held; input is gathered and utilized in final report.
- C. Final report with recommendations and implementation strategy for Council action to maximize rural Auburn's community and economic development potential. The report will also identify additional areas of analysis/information needed.

Proposals Requirements-

Proposals must be submitted in accordance with the following instructions. Please mark sealed envelopes plainly: **"Study to Support and Enhance Auburn's Agricultural and Resource Sector", Bid # 2017-027."**

- A. Letter of Transmittal: Provide a brief letter summarizing qualification and project understanding.
- B. Title Page: Show the submittal subject, name of firm, local address, telephone number, name of contact person and date.
- C. Table of Contents: Include a clear identification of the materials by section and by page number.
- D. Company Profile: Provide an overview of the company including location, number of staff, and describe the services the firm provides.
- E. Project Team: Identify the project team members that will be assigned to the project and their capabilities.
- F. Relevant Experience/Qualifications: Provide information regarding the company's relevant experience related to the services required for the proposed project.
- G. A proposal summary or statement that articulates an understanding of the situation and potential approaches to the study along with any other information that would be useful to the City in evaluating your proposal.
- H. Project timeline
- I. Fee compensation broken into associated tasks; along with hourly fees with standard billing rates.
- J. Submission of a completed Bid Proposal Form.

The proposals are due on Friday, April 14 2017, 4 p.m. local time

Selection Process-

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Selection Criteria:

- A. Specific experience with similar projects (20 points)**
- B. Background and experience of staff members who would be assigned to the job (20 points)**
- C. References (10 points)**
- D. Overall strength of the proposal as listed in Proposal Requirements "G" (30 points)**
- E. Fee (20 points)**

Please be sure to specifically address the selection criteria noted above in your proposal.

Documents and reference materials can be obtained electronically on the City of Auburn's website <http://www.auburnmaine.gov/Pages/Government/Bid-Notices> Inquiries regarding this Request for Proposals should be directed to Eric Cousens, Deputy Director, Economic and Community Development Department for the City of Auburn, via email at ecousens@auburnmaine.gov or telephone (207) 333-6601, ext. 1154.

A mandatory pre-bid meeting will be held on **Wednesday, March 29, 2017 at 1:30 pm in the Auburn City Hall Community Room, second floor.** Interested parties can arrange to participate in the pre-bid meeting via conference call if unable to attend.

Six (6) copies of the proposal must be delivered on or before **Friday, April 14, 2017 4 p.m. local time** to:

**Eric Cousens, Deputy Director,
Economic and Community Development Department
60 Court Street
Auburn, ME 04210
207-333-6601 ext.1154**



City of Auburn, Maine

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No proposals will be accepted after the time and date listed above.

Proposals will be opened on **Tuesday, April 18, 2017** at 2 p.m. in the **Community Room, 2nd Floor, Auburn City Hall.**

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Cousens".

Eric Cousens, Project Lead
Deputy Director, Economic and Community Development Department
City of Auburn

SAMPLE AGREEMENT¹

THIS AGREEMENT is made this ### day of Month Year, by and between the CITY OF AUBURN, a municipal corporation existing under the laws of the State of Maine and located in the County of Androscoggin, State of Maine (hereinafter "CITY"), Company Name, Address, EIN, (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: Bid # XXXXX Bid Title which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced by Month day, year and fully completed on or before Month day, year.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$XXX

PERFORMANCE BOND:

4. If required by the City, the CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of \$Dollar amount or N/A (whichever applies) executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR. Yes, Required (Initials: ___) No, Waived (Initials ___)

GUARANTEE:

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

¹ To be modified based on selected consultant and scope of work



PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR'S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

Commercial General Liability to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

Professional Liability

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

Certificates of Insurance of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries



or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding

the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

Construction Agreement

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

DAMAGES:

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

LIENS:

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payment are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

13. The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

CLEANING UP:

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.



City of Auburn, Maine

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60 Court Street www.auburnmaine.gov
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207.333.6601

PAYMENTS:

15. Unless otherwise agreed to, the CITY shall make payments on account of the Agreement as follows:

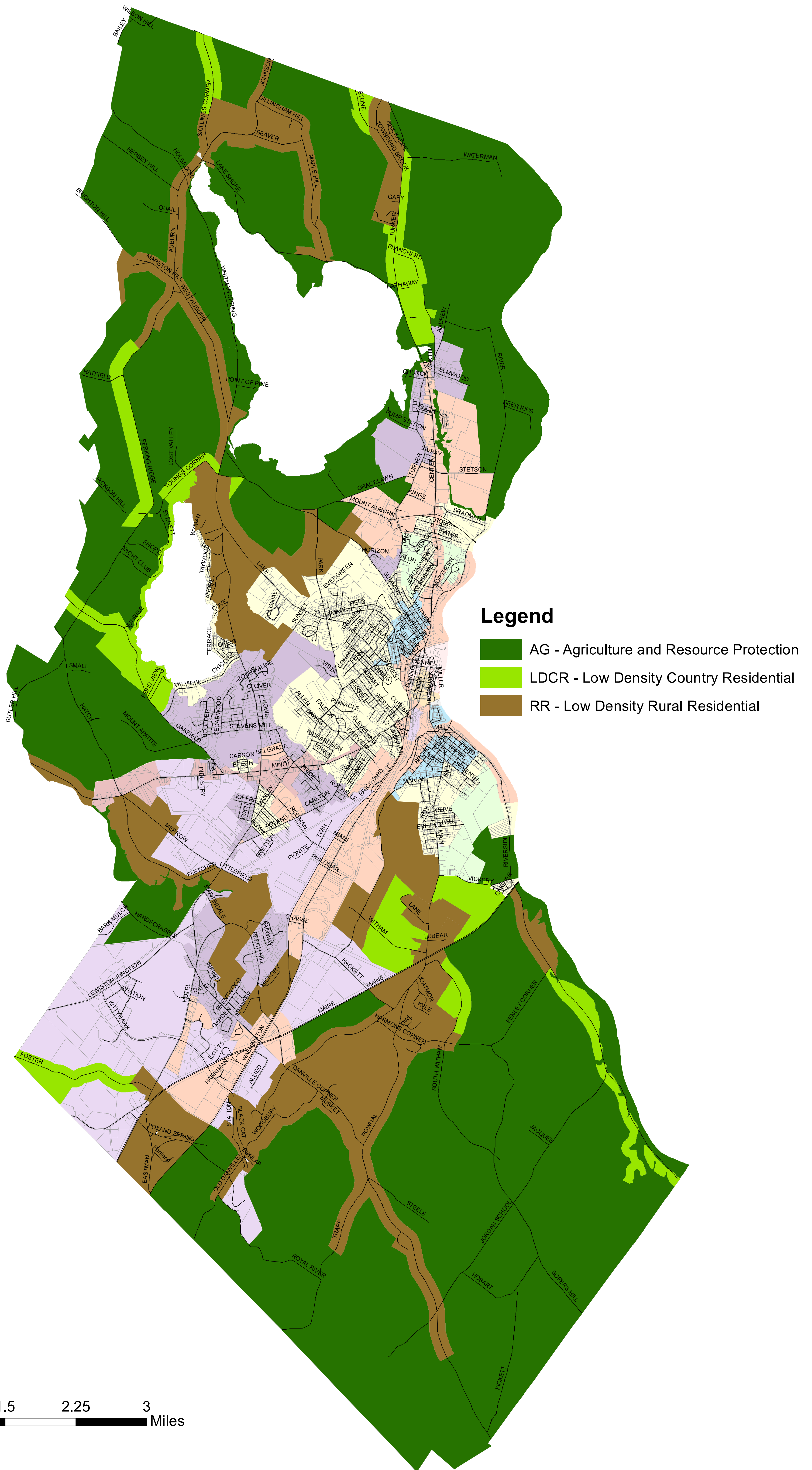
Within 30 days, as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BY: _____ BY: _____
Witness Finance Director

BY: _____ BY: _____
Witness Contractor

City of Auburn Ag Zoning- 2015



City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting

PLANNING BOARD REPORT

To: Auburn Planning Board

From: Douglas M. Greene, A.I.C.P., City Planner

Re: Staff Overview of Agriculture Zone Regulations

Date: May 26, 2016

The Planning Staff would like to present an overview of the Agricultural Zone and its current regulations.

1. **Agricultural/Resource Protection Zone and the Comprehensive Plan-** The Comprehensive Plan is the foundation for and gives direction to the City's Zoning Ordinance. The City of Auburn's 2010 Comprehensive Plan contains numerous references to the importance of the Agricultural and Resource Protection Zone by designating areas for development and areas to limit or prohibit development. The most relevant language that relates to the proposed text amendment is found in Chapter 2- Future Land Use Plan as follows:

"This Future Land Use Plan reaffirms the basic objective of land use planning, that development in Auburn should grow out from the core and from older established neighborhoods. This policy was originally set forth in the City's first comprehensive plan over a half century ago, and has continued to guide the City's land use planning ever since." (pg. 73)

"The boundaries shown on the Future Land Use Plan are general. They are intended to reflect the general pattern of desired future land use. The allowed uses and development standards set out for each land use designation are intended to serve as guidelines as the zoning ordinance is reviewed and revised. The lists of uses and the discussion of potential development standards are not intended to be all-inclusive. Rather, they are intended to outline the basic character and types of development desired in each land use area to guide the revision of the City's zoning ordinance and other land use regulations." (pg. 73)

Page 74 of the plan describes how the Comprehensive Plan's future land use plan is organized:

1. Growth Areas
2. Limited Growth Areas and
3. Restricted or No-Growth Areas

Additional guidance from the 2010 Comprehensive Plan Update is found in the future land use descriptions. On pages 107-110, are the following recommendations that relate to the text amendment.

RESTRICTED/NON-GROWTH AREAS- (pg. 107)

TYPE D- PROTECTION/RESERVE AREAS (pg. 108)

Agricultural/Rural District (AG) (pg. 108)

Objective– Preserve and enhance the agricultural heritage of Auburn and protect the City’s natural resources and scenic open space while maintaining the economic value of the land (see Figure 2.3). The district is characterized by a rural, very low density development pattern that limits sprawl and minimizes the City’s service costs. The District maintains the current rural development pattern allowing for a broad range of agriculture and natural resource-related uses, while restricting residential development. Recreational development is encouraged both as a means of protecting open space, and as a means to provide reasonable public access to outdoor destinations such as Lake Auburn and the Androscoggin River. The Agriculture/Rural District is intended to serve as a land reserve, protecting valued community open space and rural landscapes, while maintaining the potential for appropriate future development.

Allowed Uses – The Agriculture/Rural District should continue to include the uses allowed in the existing AG/RP zoning district. In addition, a broader range of rural uses should be allowed. Agriculturally-related businesses including retail and service activities and natural resource industries should be permitted. The reuse of existing agricultural buildings should be allowed for low intensity non-agriculture related uses.

Residential uses should continue to be limited to accessory residential development as part of a commercial agriculture or natural resource use, not just traditional farms. The criteria for determining when an accessory residential use is permitted should be based on updated standards that take into account the economic realities of today’s commercial agricultural activities, including outside sources of income and part-time and small-scale commercial operations. Residential development may also be part of a commercial recreational use as part of a planned development in which the recreational open space is permanently preserved.

Development Standards – All new development, redevelopment, and expanded uses in the Agriculture/Rural District should be required to meet “best management practices” for stormwater management and environmental protection to ensure adequate protection of natural resources. All development activities in the Agricultural/Rural District should be subject to low impact development (LID) standards such as limiting impervious surfaces, minimizing lot disturbances, creating natural buffers, and capturing and treating runoff through filtration measures.

The City should continue to encourage a very low density development pattern as a means of protecting natural resources and preserving the rural character. The basic residential density standard for the current AG/RP zoning district should be maintained. The standards for the development of accessory residential units should provide greater flexibility in the siting of those units. In an effort to place accessory residential development in areas where it will have the least

impact on natural resource and/or the agricultural value of the land, the standards should allow for a waiver or elimination of road frontage requirements and access from a private driveway.

2. Agriculture and Resource Protection District Restrictions based on Definitions-

The basis of the restriction on residential units in the Agricultural/Resource is found in the definition of Farm: (Auburn Zoning Ordinance, Chapter 60, Article I, Section 60-2, pg. 5)

Farm means any parcel of land containing more than ten acres which is used in the raising of agricultural products, livestock or poultry, or for dairying. The term "farm," under the Agricultural and Resource Protection District, shall be further defined as meeting the following criteria:

- (1) At least 50 percent of the total annual income of the farm occupant and his spouse living in the farm residence will be derived from such uses; and
- (2) At least ten acres of the farm will be devoted to the production by the occupant of field crops or to the grazing of the occupant's livestock. For purposes of this definition, the term "poultry" means no fewer than 100 fowl and the term "livestock" means no fewer than 20 cattle or other animals being raised for commercial purposes.

The definition of *Farm* is then is applied in the Agricultural and Resource Protection Zone by allowing One-family, detached dwellings in the Permitted Uses but only as accessory to farming operations. (Article IV- District Regulations, Division 3- Use Regulations, Section 60-172- Permitted Uses a, 1, a)

Sec. 60-172. Permitted uses; exceptions. (For Agriculture and Resource Protection District)

(a) *Permitted uses. **The following uses are permitted:***

(1) **One-family detached dwellings**, including manufactured housing subject to all the design standards, except the siting requirements of [section 60-173](#), as set forth in article XII of this chapter, **accessory to farming operations** subject to the following restrictions:

- a. No certificate of occupancy shall be issued for any such farm residence until the barns, livestock pens, silos, or other such buildings or structures which are to be erected in connection with the proposed agricultural use as shown on the plans and specifications presented to the municipal officer charged with enforcement are substantially completed.
- b. In no case shall any farm residence constructed under the provisions of this section after the effective date of the amended ordinance from which this section is derived continue to be occupied as a residence if the principal agricultural use has been abandoned or reduced in scope below the minimum requirements as shown on the plans and specifications presented to the municipal officer charged with enforcement.
- c. Any residence constructed under this article shall not be converted to nonfarm residential use except by permission of the planning board based upon a finding that the abandonment or reduction in such use resulted from causes beyond the control of the applicant and not from any intention to circumvent the requirements of this article.

The restriction and limitation of a one family residence as accessory to farming operations is the key element to implementing the City's Comprehensive Plan's future land use policy and the Zoning Ordinance's regulation in restricting growth in the Agricultural/Resource Protection District.

3. The Zoning Ordinance Text

DIVISION 2. - AGRICULTURE AND RESOURCE PROTECTION DISTRICT

Sec. 60-144. - Purpose.

The purposes of this district are to allow for conservation of natural resources and open space land, and to encourage agricultural, forestry, and certain types of recreational uses. It is declared to be in the public interest that these areas should be protected and conserved because of their natural, aesthetic and scenic value, the need to retain and preserve open space lands, their economic contribution to the city, and primarily because these areas are so remote from existing centers of development that any added uncontrolled growth could result in an economic burden on the city and its inhabitants. This section shall be construed so as to effectuate the purposes outline here and to prevent any attempt to establish uses which are inconsistent with these purposes or any attempt to evade the provisions of this division.

(Ord. of 9-21-2009, § 3.31A)

Sec. 60-145. - Use regulations.

(a) Permitted uses. The following uses are permitted:

- (1) One-family detached dwellings, including manufactured housing subject to all the design standards, except the siting requirements of section 60-173, as set forth in article XII of this chapter, accessory to farming operations subject to the following restrictions:
 - a. No certificate of occupancy shall be issued for any such farm residence until the barns, livestock pens, silos, or other such buildings or structures which are to be erected in connection with the proposed agricultural use as shown on the plans and specifications presented to the municipal officer charged with enforcement are substantially completed.
 - b. In no case shall any farm residence constructed under the provisions of this section after the effective date of the amended ordinance from which this section is derived continue to be occupied as a residence if the principal agricultural use has been abandoned or reduced in scope below the minimum requirements as shown on the plans and specifications presented to the municipal officer charged with enforcement.
 - c. Any residence constructed under this article shall not be converted to nonfarm residential use except by permission of the planning board based upon a finding that the abandonment or reduction in such use resulted from causes beyond the control of the applicant and not from any intention to circumvent the requirements of this article.
- (2) Buildings, equipment and machinery accessory to the principal use including, but not limited to: barns silos, storage buildings and farm automobile garages.
- (3) Forest products raised for harvest.
- (4) Field crop farms.
- (5) Row crop farms.
- (6) Orchard farms.
- (7) Truck gardens.
- (8) Plant and tree nurseries.
- (9) Greenhouses.
- (10) Handling, storage and sale of agriculture produce and processed agricultural products derived from produce grown on the premises.

- (11) Livestock operations including poultry farms, cattle farms, dairy farms, stud farms, hog farms, sheep ranches, other animal farms, including farms for raising fur-bearing animals.
 - (12) Wayside stands.
 - (13) Two-family dwellings which are created from the conversion of a one-family dwelling structure which was constructed prior to 1900.
- (b) Special exception uses. The following uses are permitted by special exception after approval by the planning board in accordance with the provisions of division 3 of article XVII of this chapter:
- (1) Sawmills and their customary accessory land uses and buildings incidental to the harvesting of forest products, subject to the following conditions:
 - a. Sawmill and accessory activity shall not be detrimental to the neighborhood or the city by reason of special danger of fire or explosion, pollution of rivers or perennial streams or accumulation of refuse.
 - b. Wood processing operation shall be located no closer than 75 feet from any river or perennial stream, 250 feet from any zoning district boundary or residential dwelling and shall be limited to four persons employed.
 - c. Where natural vegetation is removed, it shall be replaced within six months with other vegetation which will be equally effective in retarding erosion and will preserve natural beauty.
 - (2) Veterinary hospitals, where operated by licensed veterinarians, including offices and facilities for temporarily boarding animals.
 - (3) Handling, storage and sale of agricultural services, equipment, and supplies accessory to the farming use.
 - (4) Bona fide residences required for farm labor. Any residence constructed for farm labor shall not be converted to nonfarm residential use except by permission of the planning board based upon a finding that the abandonment or reduction in such use resulted from causes beyond the control of the applicant and not from any intention to circumvent the requirements of this division. The findings and the conditions upon which such altered use may be continued shall be made a part of the permanent records.
 - (5) Recreational uses of land intended or designed for public use subject to the following conditions:
 - a. No such recreational use shall be expanded or extended so as to occupy additional land area greater than 20 percent of the original area or one acre, whichever is less; or by the construction of a structure or an addition to an existing structure by more than 900 square feet of additional floor space unless the owner or occupant first obtains approval of the planning board in the manner and upon the same terms as approvals of initial recreational uses.
 - b. Any proposed new or expanded recreational use shall be completed on or before the estimated completion date except that the planning board may grant reasonable extension of time where good cause for the failure to complete is shown.
 - (6) Any legally nonconforming summer camp or cottage may be rebuilt if destroyed by fire or other casualty, subject to the following conditions:
 - a. Such reconstruction shall comply with all ordinances applicable to new construction. Such reconstruction need not, however, comply with zoning provisions which would otherwise be applicable except for the provisions of article XII of this chapter.
 - b. In cases where no minimum setback is established by division 5 of article XII of this chapter an open yard space of at least ten feet between the building as reconstructed and each of the property lines shall be maintained.
 - (7) Rifle, pistol, skeet or trap shooting ranges, public or private.
 - (8) Cemeteries, subject to the following conditions:

- a. At least 20 acres in area.
 - b. Not located in any environmental overlay district or over any known aquifer.
- (9) Municipal sanitary landfills, subject to the following conditions:
- a. Not located in any environmental overlay district or over any known aquifer.
 - b. Provisions shall be made to avoid surface water and groundwater pollution.
 - c. Provisions shall be made for frequent covering of deposited wastes with earth to counteract vermin, insects, odors, and windblown debris.
- (10) Radio, radar, television and radio telephone transmitting or broadcasting towers, but not studios or offices for such transmitting or broadcasting, provided that:
- a. Every such tower shall be installed in a location and manner that ensures its safe operation and the safety of the surrounding residents, building occupants, land uses and properties.
 - b. In no case shall such tower be located less than one and one-half times its height from the nearest property line.
- (11) Wholesale nurseries, subject to the following conditions:
- a. At least one-half of the area of the lot (up to a maximum of three acres) is in active nursery production in a husband type manner.
 - b. The plants and trees propagated, grown and nurtured in the nursery are used as the primary products by the owner/operator of the landscape service.
- (12) Processing and storage of compost and bulking agents from the municipal wastewater sewerage sludge facilities provided that:
- a. All compost and amendments are to be stored undercover or screened from the public way and abutting property as determined by the planning board.
 - b. All federal, state and local ordinances and laws relating to the processing and storage of waste are complied with.
 - c. An end-use plan must be filed as part of the planning board process.
- (13) Licensed hospice care facility provided that it shall be licensed by the state as a Medicare certificate hospice.
- (14) Slaughterhouse, stockyard, abattoir, dressing plant in compliance with state and federal regulations subject to the following conditions:
- a. The facility shall not be located within the Lake Auburn Watershed Overlay District, the Watershed of Taylor Pond, the Shoreland Overlay District or the Floodplain Overlay District.
 - b. The proposed use shall not occupy more than 10,000 square feet of building area.
 - c. The number of employees shall be limited to not more than 15.
 - d. Accessory retail sales shall be limited to 10 percent of building area or 1,000 square feet, whichever is smaller.
 - e. Hours of operation shall limited to between 6 a.m. and 8 p.m.
- (15) Compost operations, excluding municipal and industrial waste, to process products such as manure, bedding, animal mortalities, waste feed, produce, forestry by-products, leaves and yard trimmings in compliance with state and federal regulations, subject to the following conditions:
- a. All compost sites shall be evaluated for suitability by a properly qualified professional, including benchmark water testing prior to approval.
 - b. Provisions shall be made to avoid surface and groundwater pollution.

- c. Provisions shall be made to counteract vermin, insects and odors.
- d. Must comply with all applicable state department of environmental protection and state department of agriculture rules and regulations and best management practices.
- e. Shall not be located within the Lake Auburn Watershed Overlay District.

(Ord. of 9-21-2009, § 3.31B; Ord. No. 32-02072011-07, 2-7-2011; Ord. No. 06-08012011-07, 8-1-2011)

Sec. 60-146. - Dimensional regulations.

All structures in this district, except as noted shall be subject to the following dimensional regulations:

- (1) Minimum lot area, width and depth. No lot shall be created and/or no building shall be erected on a lot containing less than ten acres, exclusive of any bodies of water having a surface area of one-fourth of an acre or more, and measuring not less than 250 feet in width at the street frontage, and 200 feet in depth.
 - a. A building may be erected on a lot containing not less than 50,000 square feet and possessing the required minimum frontage width provided it is contiguous with other lots or parcels of land in the same ownership containing an aggregate of not less than ten acres; notwithstanding the separation of the said other lots or parcels of land by a road, stream, private right-of-way or other natural boundary from the lot on which the building is to be constructed. This section shall not be construed to prevent the construction of nonresidential accessory farm buildings on any such lot.
 - b. On legally nonconforming undersized lots, the keeping of horses, mules, cows, goats, sheep, hogs, and similar sized animals for domestic use of the residents of the lot is permitted provided that the land area required per animal unit conforms to the definition of animal farm contained in section 60-2.
- (2) Density. The density of year round dwelling units shall not exceed an average of one dwelling per ten acres.
- (3) Yard requirements.
 - a. Rear. There shall be behind every building a rear yard having a minimum depth of 25 feet.
 - b. Side. There shall be a minimum distance of 15 feet between any building and the side property line.
 - c. Front. There shall be in front of every building a front yard having a minimum depth of 25 feet or 25 percent of the average depth of the lot whichever is less.
- (4) Height. The height of all dwelling structures shall be limited to two and one-half stories of 35 feet in height. Accessory buildings and structures may have a maximum height of 65 feet from grade, provided that the front yard, rear yard and each of the side yards shall be increased by one foot for each foot in height in excess of 35 feet.
- (5) Off-street parking. Off-street parking spaces shall be provided in accordance with the requirements for specific uses as set forth in articles V through XI of this chapter.

(Ord. of 9-21-2009, § 3.31C)