SACO CITY COUNCIL MEETING
MONDAY, NOVEMBER 9, 2020 – 6:30PM
ONLINE MEETING VIA ZOOM (sacomaine.org/watchmeetings)

I. CALL TO ORDER
II. RECOGNITION OF MEMBERS PRESENT
III. PLEDGE OF ALLEGIANCE
IV. GENERAL
   A. Election Completion and Recognition of Staff Involved
   B. Recognition of Sergeant Cote’s Modern Woodmen Fraternal Financials’ Hometown Hero Award
V. COMMITTEE CORRESPONDENCE TO COUNCIL
VI. PUBLIC COMMENT
VII. APPROVAL OF MINUTES
VIII. CONSENT ITEMS
IX. ACTION ITEMS
   A. (One Reading) Tabled on October 19, 2020 Write-Offs for 2019
   B. (One Reading) Tabled on October 19, 2020 Disposition of Foreclosed Property
   C. (One Reading) City Street Acceptance Request: Country Club Drive
X. NEW BUSINESS
   A. Long-Range Planning Committee Discussion
   B. Ward 4 Council Vacancy
XI. ADMINISTRATIVE UPDATE
XII. COUNCIL DISCUSSION AND COMMENT
XIII. EXECUTIVE SESSION: N/A
XIV. REPORT FROM EXECUTIVE SESSION
XV. ADJOURNMENT
MEETING ITEM COMMENTARY

AGENDA ITEM: Other Write-Offs FY2020

COUNCIL RESOURCE: Councilor Marshall Archer

STAFF RESOURCE: Glenys Salas, Finance Director

BACKGROUND: It is standard practice for the Finance Director to request Council Approval on writing off amounts owed to the City, especially with regards to taxes. The items recommended for write-off have been deemed uncollectible and therefore we are recommending that Council approve removal of these items from our books.

EXHIBIT: 1. Miscellaneous Accounts Receivable Write-Offs  
2. Personal Property Write-Offs  
4. Memo - Legal Opinion Regarding Collection of Personal Property Taxes

RECOMMENDATION: City staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council authorize the Finance Director to write off the delinquent amounts for the identified persons and entities and remove them from the books.”

“I move to approve the order”.
Credits Paid: In reviewing our oldest accounts receivable, I identified one local business who had a credit with the City of Saco totaling $25. This credit balance has now been paid.

Auprey, Jessica – 2004 General Public Works Revenue – Traffic Accident

This payment was not processed through our insurance carrier. We have been advised the payment is now too old to collect. Individual does not live in Saco any longer.

Balance due as of 9/11/2020 - $87.15 – write-off

Beaulieu, Jayson – 2004 General Public Works Revenue – Traffic Accident

This payment was not processed through our insurance carrier. We have been advised the payment is now too old to collect. Individual does not live in Saco.

Balance due as of 9/11/2020 - $63.00 – write-off

Burns, Bruce – 2004 Planning Escrow Funds

This is the only bill associated with the individual. Planning funds were billed in relation to a home rebuild. The property has since been sold and the individual no longer lives in Saco.

Balance due as of 9/11/2020 - $46.25 – write-off

Donovan & Donovan – 2004 to 2006 False Alarm Fines

The entity is no longer in business. The property at this address has since been sold to a new owner.

Balance due as of 9/11/2020 - $900.00 – write-off

Gilmore, Randy E – 2004 Returned Check Fee and Certified Mailing Fee

This is the only bill associated with the individual. The individual does not appear to live in Saco.

Balance due as of 9/11/2020 - $22.98 – write-off

Grover, John M – 2004 Returned Check Fee and Certified Mailing Fee

The bill is associated with JMG Enterprises, which does not appear to be an operating business any longer.

Lacasse, Kenneth – 2004 General Public Works Revenue – Traffic Accident

This payment was not processed through our insurance carrier. We have been advised the payment is now too old to collect. Individual does not live in Saco.

Balance due as of 9/11/2020 - $1,150.00 – write-off

Turgeon, Lawrence – 2004 General Public Works Revenue – Work completed for code enforcement

This is the only bill associated with the individual. The individual appears to have moved out of Saco in 2004.

Balance due as of 9/11/2020 - $481.23 – write-off

SMHC Walk-in Clinic – False Alarm Fines 2015 – 2018

SMHC leadership has disputed past fines because some were triggered by other tenants and others were triggered by the cleaning company. SMHC would like to become current and has proposed paying the bills owed for 2019 in the amount of $350 if the City will agree to write-off the amounts for 2015 through 2018. Given the age of the bills and recent change in leadership at SMHC, I recommend we accept the proposal.

Balance due as of 9/11/2020 - $2,250 – write-off
Personal Property Write-Offs

Coastal Construction & Landscape C/O J Michael Grover – 57 Spring Hill Road

This entity is no longer in business so the City cannot collect on the balance due.

MEMORANDUM

TO: City Council & Mayor Doyle  
FROM: Glenys Salas, Finance Director  
DATE: 10/27/2020  
RE: Analysis of Applicability of Current Policies on Council Action

Per Council request, I have reviewed all policies that could be perceived to apply to Action Items “D. Write-Offs for FY2020” and “E. Disposition of Foreclosed Property” from the Council Meeting Agenda dated 10/19/2020.

Collection of Personal Property Taxes – This policy applies to “Exhibit Item 2: Personal Property Write-Offs” for action item “D. Write-Offs for FY2020”.

This policy was adopted in December of 2002. The policy requires that reminder letters be sent out for outstanding personal property taxes (the tax collector performs this duty annually after the second round of tax bills are due) and that the Finance Director present a list of outstanding accounts to Council for review annually (Finance Director has limited this report to items recommended for write-off and will provide a more comprehensive report going forward).

The policy also outlines an unusually aggressive approach to personal property taxes:

1. Use small claims court to collect on outstanding balances greater than $500. Prior Tax Collectors researched this process and discovered that it was not worth the staff time required to pursue. Therefore, the policy has not been followed.

2. Use UCC Liens to collect on outstanding balances between $50 and $500. UCC Liens are not considered to be an effective tool for collection, and are impossible to track without a serial number. For amounts this small, the effort was not worth what the City would gain. Therefore, the policy has not been followed.

3. Target businesses operating as a sole proprietor who are also residents of the City of Saco under the above procedures, pursuing the owner directly rather than the business

Under the stipulations of this policy, Michael Grover could be pursued in small claims court for the $7,196.83 in personal property taxes owed to the City. However, I have submitted the item for review to the City’s attorney for an opinion on the viability of this approach. From the perspective of the Finance Department, pursuing a debt that is 12 years old with no collection activity in the interim years is unlikely to succeed and might put the City of Saco in an unfavorable light.
Disposition of Tax or Sewer Lien Acquired Property Policy – This policy applies to action item “E. Disposition of Foreclosed Property”.

The policy was adopted in 1996 and most recently amended in 2010. It covers the process for disposition of tax foreclosed property. The Finance Department generally follows these guidelines, but offers more mercy than the stated policy. Our primary goal is to collect all taxes owed while ensuring that citizens can remain in their homes. For example, citizens can enter into an option agreement after the 30 day deadline set in this policy so long as Council has not demanded that the property be disposed. The second area of differentiation is that this policy states that all foreclosed properties past the 30 day grace period must be disposed. As a past practice, Council has been given the authority to determine if a property should be disposed rather than deferring to this policy. Council has accepted recommendations from the Finance Department in the past couple years to delay disposition so long as efforts were underway to work with the citizen to collect payment. Council shares the Finance Department’s philosophy that the City should make every effort to collect all taxes owed while also keeping citizens in their homes if at all possible.

This policy is aggressive, and I would recommend that we defer to the Finance department recommendations and Council past practice in voting on action item “E. Disposition of Foreclosed Property.” For example, under this policy the City of Saco would have to dispose of a trailer for $125 in taxes owed. The owner of the trailer would lose their home and the City would not make much in the open market trying to sell this trailer. Especially given the global pandemic, I think waiting on disposition for all foreclosed properties is the wisest course of action at this time.

Personal Property Disposition Policy – This policy does not apply to either action item. It actually covers disposition of City-owned equipment/property.

Summary

Reviewing these policies highlights the gap between the City’s operating philosophy and some of its written financial policies. Therefore, the Finance Department will be undertaking a comprehensive rewrite of all stated policies, slated to occur in December, so that we can better align Council’s goals with stated policy.
TO: City Council & Mayor Doyle  
FROM: Glenys Salas, Finance Director  
DATE: 11/4/2020  

RE: Legal Opinion Regarding Collection of Personal Property Taxes

During the Council meeting on October 19th, Council requested a legal opinion regarding the collection of personal property taxes. The following opinion was received by Tim Murphy, City Solicitor, in response:

The taxes ran to an entity that does not exist anymore. To sue, you’d need to somehow argue that the taxes should be accessible, owed, and paid by an individual stockholder/owner as opposed to the corporation entity. That will be a very challenging hill to climb, and most likely an impossible climb. Who would ever buy shares of a company if you could get sued for the company’s debts, including taxes.

Second, we are likely well past the statute of limitations on getting this claim filed. I’ve not done the specific checking but you’re looking at between 12 and 17 years, there is no limitations period longer than 6 years to my knowledge except in cases of fraudulent concealment of claims and some real estate title claims.

Lastly, filing this sort of claim would easily eat up the 7K in court costs and legal fees. So, it is doubtful that the City would net anything even if the two hurdles listed above could be overcome.

I see no sound financial basis to pursue this debt simply because a stockholder of the former corporation entity/taxpayer lives in the City.
MEETING ITEM COMMENTARY

AGENDA ITEM: Disposition of Foreclosed Property

COUNCIL RESOURCE: Councilor Marshall Archer

STAFF RESOURCE: Glenys Salas, Finance Director

BACKGROUND: The City foreclosed on several properties on January 23, 2020. Many attempts have been made to get the property owners to either pay off the matured tax liens or enter into Option Agreement and remain current with them. All attempts were unsuccessful.


RECOMMENDATION: City staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council authorize the Finance Director to write off the delinquent tax amount for the identified properties and remove them from the tax rolls, and further move to authorize the City Administrator to dispose of the tax acquired properties if applicable.”

“I move to approve the order”.
Real Estate Foreclosed Properties (Lien Year 2018)

Donneson, Erika – 93 Pleasant Street

The owner is working to pay down taxes owed and pays monthly.

Balance due as of 9/11/2020 - $1,078.28 (2017 – 2018 Taxes) – no action

Lessard, William P – 903 Portland Road

The owner is working to pay down taxes owed and pays monthly.

Balance due as of 9/11/2020 - $229.60 (2018 Taxes) – no action

Martin, David – 24 Pine Haven Street

A certified letter sent to the owner’s home came back unsigned. A second letter has been sent and the tax collector is working with various contacts to try and bring in the owner. This property is a trailer and unlikely to bring in much revenue if the City takes possession.

The owner has since passed and the heirs are working to sell the trailer and pay back the taxes.


Monmaney, Linda A – 11 Simpson Road

The owner is actively working to secure a reverse mortgage, which will pay off the outstanding tax amounts.

Balance due as of 9/11/2020 - $5,628.07 (2018 Taxes) – no action

Plant, Lory L – 1038 Portland Road

A certified letter stating the seriousness of the issue was sent to the owner’s home and came back signed. The Tax Collector is confident that the owner will come into City Hall to pay the balance. This property is a trailer.

Balance due as of 9/11/2020 - $125.05 – wait

Rioux, Douglas – 203 Buxton Road

The owner of record has since passed. Multiple liens are held against this property. The heir is actively working to sell the property in order to pay off the taxes.

Balance due as of 9/11/2020 - $5,476.28 (2016 to 2018 Taxes) – no action

Tremblay, Josh – 8 Gallant Drive

This was a trailer that was destroyed. A new trailer has since been put in its place.

Balance due as of 9/11/2020 - $165.78 (2018 Taxes) – write-off
Ward, Danielle T – 22 Coolidge Avenue

The owner is working to pay down taxes owed and pays monthly.

Balance due as of 9/11/2020 - $754.68 (2018 Taxes) – no action
MEMORANDUM

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DATE: 10/27/2020
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Collection of Personal Property Taxes – This policy applies to “Exhibit Item 2: Personal Property Write-Offs” for action item “D. Write-Offs for FY2020”.

This policy was adopted in December of 2002. The policy requires that reminder letters be sent out for outstanding personal property taxes (the tax collector performs this duty annually after the second round of tax bills are due) and that the Finance Director present a list of outstanding accounts to Council for review annually (Finance Director has limited this report to items recommended for write-off and will provide a more comprehensive report going forward).

The policy also outlines an unusually aggressive approach to personal property taxes:
1. Use small claims court to collect on outstanding balances greater than $500. Prior Tax Collectors researched this process and discovered that it was not worth the staff time required to pursue. Therefore, the policy has not been followed.
2. Use UCC Liens to collect on outstanding balances between $50 and $500. UCC Liens are not considered to be an effective tool for collection, and are impossible to track without a serial number. For amounts this small, the effort was not worth what the City would gain. Therefore, the policy has not been followed.
3. Target businesses operating as a sole proprietor who are also residents of the City of Saco under the above procedures, pursuing the owner directly rather than the business

Under the stipulations of this policy, Michael Grover could be pursued in small claims court for the $7,196.83 in personal property taxes owed to the City. However, I have submitted the item for review to the City’s attorney for an opinion on the viability of this approach. From the perspective of the Finance Department, pursuing a debt that is 12 years old with no collection activity in the interim years is unlikely to succeed and might put the City of Saco in an unfavorable light.
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This policy is aggressive, and I would recommend that we defer to the Finance department recommendations and Council past practice in voting on action item “E. Disposition of Foreclosed Property.” For example, under this policy the City of Saco would have to dispose of a trailer for $125 in taxes owed. The owner of the trailer would lose their home and the City would not make much in the open market trying to sell this trailer. Especially given the global pandemic, I think waiting on disposition for all foreclosed properties is the wisest course of action at this time.

Personal Property Disposition Policy – This policy does not apply to either action item. It actually covers disposition of City-owned equipment/property.

Summary

Reviewing these policies highlights the gap between the City’s operating philosophy and some of its written financial policies. Therefore, the Finance Department will be undertaking a comprehensive re-write of all stated policies, slated to occur in December, so that we can better align Council’s goals with stated policy.
MEETING ITEM COMMENTARY

AGENDA ITEM: City Street Acceptance Request: Country Club Drive

COUNCIL RESOURCE: Councilor Lynn Copeland

STAFF RESOURCE: Bob Hamblen, City Planner
Patrick Fox, Director, DPW

BACKGROUND: Mike Mezoian, Mezoian Development, has requested review of city street acceptance of Country Club Drive, within the Copper Leaf subdivision, approved by the Planning Board in 2013. This portion of the subdivision includes thirteen residential lots; a separate section included Caroline Way, with 6 lots, accepted by the City in late 2019. Mr. Mezoian has completed all items of concern to the Department of Public Works, submitted as-built plans, and a warranty deed of conveyance to the City. The City Attorney and all other pertinent departments are supportive of acceptance. The Planning Board made a positive recommendation to accept this street at its meeting of Oct. 20, 2020.

EXHIBITS:
1. Warranty Deed & As-Built Plan
2. License Agreement for Stone Wall/Sign
3. Homeowners Association Agreement
4. Sewer Force Main Agreement with City

RECOMMENDATION: The Planning Board has forwarded a positive recommendation to the City Council.

SUGGESTED MOTION: “I move to accept Country Club Drive as a city street.”
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MEZOIAN DEVELOPMENT, LLC, a Maine Limited Liability Company, with an established place of business in the City of Saco, County of York and State of Maine, hereby grants to the CITY OF SACO, a Maine municipal corporation located in the City of Saco, County of York and State of Maine, with a mailing address of 300 Main Street, Saco, ME 04072, with warranty covenants, for highway purposes, the land located in the City of Saco, County of York and State of Maine, being more particularly described as follows:

A certain strip or parcel of land located along the existing terminus of Country Club Drive, so-called, in said City of Saco, being shown as Country Club Drive on the plan entitled, “Final Cluster Residential Development, Copperleaf” dated January 2010, as revised through January 25, 2013, and recorded in the York County Registry of Deeds in Plan Book 359, Page 24, said Country Club Drive being more particularly described as follows:

Beginning at a granite monument found at the terminus of the southeasterly sideline of said Country Club Drive on the northwesterly sideline of land now or formerly of Mezoian Development, LLC as shown on aforesaid plan;

Thence N 43° 53’ 21” W along the terminus of said Country Club Drive a distance of 50.00 feet to a granite monument found and land now or formerly of Goosefare Acres LTD, Inc., as shown on aforesaid plan;

Thence N 46° 06’ 39” E along said land of Goosefare Acres LTD, Inc., a distance of 132.01 feet to a granite monument set;

Thence in a general northeasterly direction along said land of Goosefare Acres LTD, Inc., and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 24.09 feet to a granite monument set; said granite monument being N 50° 03’ 13” E a tie distance of 24.07 feet from said previous granite monument set;

Thence N 53° 59’ 48” E along said land of Goosefare Acres LTD, Inc., a distance of 125.86 feet to a granite monument set;

Thence in a general northeasterly direction along said land of Goosefare Acres, LTD, Inc. and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 37.42 feet to a granite monument set; said granite monument being N 45° 25’ 15” E a tie distance of 37.28 feet from said previous granite monument set;
Thence N 36° 50' 42" E along said land of Goosefare Acres LTD, Inc., and along Lot 1 as shown on said Plan, a distance of 45.59 feet to a granite monument set;

Thence in a general northeasterly direction along said Lot 1 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 72.62 feet to a granite monument set; said granite monument N 48° 43' 57" E a tie distance of 72.10 feet from said previous granite monument set;

Thence N 60° 37' 12" E along said Lot 1 and along Lot 2 as shown on said Plan a distance of 100.25 feet to a granite monument set;

Thence in a general northeasterly direction along said Lot 2, along Lot 3 as shown on said Plan, and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 70.26 feet to a granite monument set; said granite monument being N 44° 31' 02" E a tie distance of 69.34 feet from said previous granite monument set;

Thence N 28° 24' 52" E along said Lot 3 and along Lot 4 as shown on said Plan a distance of 114.56 feet to a granite monument set;

Thence in a general northeasterly direction along said Lot 4 and along Lot 5 as shown on said Plan, and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 95.03 feet to a granite monument set and Lot 6 as shown on said Plan; said granite monument being N 43° 58' 13" E a tie distance of 93.86 feet from said previous granite monument set;

Thence N 59° 31' 34" E along said Lot 6, and along Lots 7 and 8 as shown on said Plan, a distance of 300.89 feet to granite monument set and land now or formerly of Biddeford-Saco Country Club;

Thence S 31° 53' 52" E along said land of Biddeford – Saco Country Club a distance of 50.02 feet to a granite monument set and Lot 9 as shown on aforesaid Plan;

Thence S 59° 31' 34" W along said Lot 9 a distance of 117.43 feet to a granite monument set;

Thence in a general southerly direction along said Lot 9 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument set; said granite monument being S 14° 31' 34" W a tie distance of 28.28 feet from said previous granite monument set;

Thence S 30° 28' 26" E along said Lot 9 a distance of 30.00 feet to a granite monument set;

Thence S 59° 31' 34" W along said Lot 9 and along Lot 10 as shown on said Plan, a distance of 50.00 feet to a granite monument set;
Thence N 30° 28' 26" W along said Lot 10 a distance of 30.00 feet to a granite monument set;

Thence in a general westerly direction along said Lot 10 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument set; said granite monument being S 75° 28' 26" W a tie distance of 28.28 feet from said previous granite monument set;

Thence S 59° 31' 34" W along said Lot 10 and along Lot 11 as shown on said Plan a distance of 94.71 feet to a granite monument set;

Thence in a general southwesterly direction along said Lot 11 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 67.88 feet to a granite monument set; said granite monument being S 43° 58' 13" W a tie distance of 67.04 feet from said previous granite monument set;

Thence S 28° 24' 52" W along said Lot 11 and along Lot 12 as shown on said Plan a distance of 114.56 feet to a granite monument set;

Thence in a general southwesterly direction along said Lot 12, along Lot 13 as shown on said Plan, and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 98.37 feet to a granite monument set; said granite monument being S 44° 31' 02" W a tie distance of 97.08 feet from said previous granite monument set;

Thence S 60° 37' 12" W along said Lot 13 and along that parcel depicted as “Open Space 4.669 Acres” on said Plan a distance of 100.25 feet to a granite monument set;

Thence in a general southwesterly direction along said Open Space and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 51.87 feet to a granite monument set; said granite monument being S 48° 43' 57" W a tie distance of 51.50 feet from said previous monument set;

Thence S 36° 50' 42" W along said Open Space and along land now or formerly of Brown a distance of 45.59 feet to a granite monument set;

Thence in a general southwesterly direction along said land of Brown and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 52.39 feet to a granite monument set; said granite monument being S 45° 25' 15" W a tie distance of 52.19 feet from said previous granted monument set;

Thence S 53° 59' 48" W along said land of Brown a distance of 125.86 feet to a granite monument set;
Thence in a general southwesterly direction along said land of Brown and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 17.20 feet to a granite monument set; said granite monument being S 50° 03' 13" W a tie distance of 17.19 feet from said previous granite monument set;

Thence S 46° 06’ 39” W along said land of Brown and along land now or formerly of the Grantor a distance of 132.01 feet to the point of beginning.

The above described Country Club Drive contains 58,338 s.f. All bearings refer to magnetic north as observed in 2000.

Together with a perpetual easement to construct, use, maintain, repair and replace a stormwater pond and related components, the location of said easement being southeasterly of and adjacent to the southeasterly boundary of Lots 13 and 12, and being that area depicted as “Drainage Easement, 24,740 S.F.” on said Plan of Copperleaf, together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of said easement, across those portions of said Lots 12 and 13 depicted as “30’ Drainage, Grading & Access Easement” on said Plan.


Excepting from this conveyance the low force pressure main and any appurtenant apparatus located within the bounds of Country Club Drive, and reserving to the Grantor, its successors and assigns, an easement for the purpose of installing, maintaining and replacing said low force pressure main and any appurtenant apparatus to the same extent, in the same manner, and subject to the same permitting and approval requirements as public utility locating facilities in a public way under Title 35-A of the Maine Revised Statutes.

IN WITNESS WHEREOF, the MEZOIAN DEVELOPMENT, LLC, has caused this instrument to be signed and sealed by Michael H. Mezoian, its Manager, thereunto duly authorized, this ___ day of January, 2020.

MEZOIAN DEVELOPMENT, LLC

By:

Michael H. Mezoian
Its Manager
STATE OF MAINE  
COUNTY OF YORK, ss. 

Personally appeared the above-named Michael H. Mezoian, in his capacity as Manager of Mezoian Development, LLC, and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of Mezoian Development, LLC.

Before me, 

Barbara J. Dresser, Attorney at Law

January 3, 2020
1. County  YORK
2. Municipality  SACO

3. GRANTEE/PURCHASER
3a. Last name, first name, Mi, or business name
SACO, CITY OF
3c. Last name, first name, Mi, or business name

3e. Mailing address after purchasing this property
200 MAIN STREET
3f. Municipality
SACO
3g. State  ME 3h. ZIP Code  04072

4. GRANTOR/SELLER
4a. Last name, first name, Mi, or business name
MEZOIAN DEVELOPMENT, LLC
4c. Last name, first name, Mi, or Business name

4e. Mailing address
4f. Municipality
4g. State  ME 4h. ZIP Code  04072

5. PROPERTY
5a. Map  23  Block  Lot  6  Sub-lot
5e. Physical location
COUNTRY CLUB DRIVE
5f. Type of property - enter the code number that best describes the property being sold (see instructions).
6b. Fair market value (Enter a value only if you entered "O" or a nominal value on line 6a)  0.00
6c. Exemption claim -  ✓ Check the box if either grantor or grantee is claiming exemption from transfer tax and enter explanation below.

6. TRANSFER TAX
6a. Purchase price (If the transfer is a gift, enter "O")
6b. Fair market value (Enter a value only if you entered "O" or a nominal value on line 6a)
6c. Exemption claim -  ✓ Check the box if either grantor or grantee is claiming exemption from transfer tax and enter explanation below.

7. DATE OF TRANSFER (MM-DD-YYYY)

8. CLASSIFIED. WARNING TO BUYER - If the property is classified as farmland, open space, tree growth, or working waterfront, a substantial financial penalty may be triggered by development, subdivision, partition, or change in use.

9. SPECIAL CIRCUMSTANCES. Were there any special circumstances with the transfer that suggest the price paid was either more or less than its fair market value? If yes, check the box and enter explanation below.

10. INCOME TAX WITHHELD. The buyer is not required to withhold Maine income tax because:
   - Seller has qualified as a Maine resident
   - A waiver has been received from the State Tax Assessor
   - Consideration for the property is less than $50,000
   ✓ The transfer is a foreclosure sale

11. OATH. Aware of penalties as set forth in 36 M.R.S. § 4641-K, I declare that I have reviewed this return with the Grantor(s) and Grantee(s) and to the best of my knowledge and belief the information contained herein is true, correct and complete. Declaration of preparer is based on information provided by Grantor(s) and Grantee(s) and of which preparer has any knowledge.

PREPARER. Name of preparer:  Barbara J. Dresser, Esq.  Phone number:  (207) 710-0749
Mailing address:  146 Main Street, Suite 204  Email address:  bdresser@jwlawfirm.com
Saco, ME  04072  Fax number:  (207) 494-8353

Rev. 11/18
LICENSE

NOW COMES the CITY OF SACO, a municipal corporation, 300 Main Street, Saco, Maine (the “City”) which herein grants a renewing license to the COPPER LEAF HOMEOWNERS ASSOCIATION, a Maine Non Profit Homeowners Association, c/o 4 Driftwood Lane, Saco, Maine (“Grantee”) to install, maintain, fix, repair and improve a certain sign for the Copper Leaf Subdivision, said sign lying within the City’s Country Club Lane Right of Way, said Country Club Drive shown on a certain subdivision drawing prepared by BH2M, and signed by the Saco Planning Board, February 2, 2013, and recorded in the York County Registry of Deeds in Plan Book 359, Page 24.

Grantee, for itself, and for its successors and assigns, covenants it will not expand or enlarge the sign, or relocate the sign from its current location to a different place including but not limited to another part of the City’s Right of Way, without the further express written consent of the City, which Consent will not be unreasonably withheld or conditioned. Grantee further covenants to keep, at all times, the sign in good order and condition, and, at the request of the City will, from time to time, repair and/or re-condition said sign, all at Grantee’s sole cost and expense.

Grantee also acknowledges that while the City does not believe the sign, as presently found, will affect its operation, care and maintenance of said Country Club Drive or other vehicular activities and movement, nonetheless City may at any time, and for any reason, require the re-location of the sign, and that upon City’s written request, the Grantee will remove the sign to an alternate and agreed location, not longer than 120 days from request. Further, in the event of an emergency, the City may remove the sign at its own cost, but any re-location will remain the burden and cost of Grantee and its successors and assigns. The City shall not be liable for any damages to sign caused by its relocation during an emergency.

Grantee, for itself and for its successors and assigns, covenants to release, indemnify and hold the City harmless from any and all claims of injuries, damages or death arising from, or in any way related to, the installation, operation, care and maintenance of said sign. Grantee shall also, yearly, provide proof of insurance covering the signage described and installed herein, and such coverage shall name the City as an additional insured.

Although the City has not granted an easement to Grantee, the City covenants not to unreasonably disturb Grantee’s use, or to unreasonably condition or revoke this license, which license will automatically renew each year, without further or additional action or consideration, of the parties.

This license may be assigned upon written consent of the City, which consent will not be unreasonably withheld or conditioned.

DATED at Saco, Maine this 15 day of September, 2020.
WITNESS:

Victoria Gorman
Signature of Witness

Victoria Gorman
Printed Name of Witness

SEEN AND AGREED TO:

[Signature]

Michael Mezoian
Print Name, President of Grantee

CITY OF SACO:

[Signature]

Bryan Kaenrath
City Administrator
STATE OF MAINE
YORK, ss

October
September 15, 2020

Personally appeared the above named Bryan Kaenrath, City Administrator of the City of Saco, who gave oath and acknowledge that the foregoing to be true and complete.

Before me

William T. Rankin
Notary Public / Attorney At Law

STATE OF MAINE
YORK, ss

October
September 1, 2020

Personally appeared the above named Michael Messick who gave oath and acknowledge that the foregoing to be his/her free act and deed, and the free act and deed of Copper Leaf Home Owners Association, and of his/her authority to herein act on its behalf.

Before me

Paul D. Weinstein
Notary Public / Attorney At Law

ME# 5295
COPPER LEAF SUBDIVISION
COUNTRY CLUB DRIVE AND CAROLINE WAY, SACO, MAINE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
Restrictions and Road Maintenance Agreement

Made as of the day of , 2013, by MEZOIAN DEVELOPMENT, LLC, a Maine Limited Liability Company, with its place of business in the Town of Old Orchard Beach, County of York and State of Maine (herein called "Developer").

WHEREAS, the Developer is the owner of certain real property situated Richards Way and Caroline Way in the City of Saco, County of York and State of Maine, and being Lots No. 1 through 19, inclusive, as more particularly shown on a plan entitled "Copper Leaf Subdivision", Country Club Drive and Caroline Way, Saco, Maine, by BBM Engineers, Surveyors, Inc., dated January 2010 and recorded in the York Registry of Deeds in Plan Book , Page (the "Plan"); and

WHEREAS, Developer desires to develop a residential subdivision on Lots 1 and 19 of the property known as Copper Leaf Subdivision (Lots 1-19 collectively called "Property", the "lots" or in the singular "lot") and two interior roadways known as Country Club Drive; and Caroline Way; and

WHEREAS, Lots 1-19 as shown on the aforesaid Plan shall be affected by this Declaration of Protective Covenants, Conditions, Restrictions and Road Maintenance Agreement.

NOW, THEREFORE, Developer hereby declares that the property described above shall be held, sold and conveyed subject to the following covenants, restrictions, conditions and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS:

Section 1: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2: "Property" shall mean and refer to that certain real property hereinafter

-1-
described.

Section 3: "Lot" shall mean and refer to those numbered building sites shown upon the recorded subdivision map of the property.

Section 4: "Developer" shall mean and refer to MEZOIAN DEVELOPMENT, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

Section 5: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded in the York Registry of Deeds.

Section 6: "Homeowners' Association" or "Association" shall mean and refer to Copper Leaf Homeowners’ Association.

Section 7: Read "maintenance" shall refer to and include, but not be limited to, snow plowing, sanding, repair, replacement of Country Club Drive and Caroline Way as well as upkeep of the drainage and erosion control systems as originally approved by the City of Saco.

ARTICLE II
COVENANTS AND RESTRICTIONS:

Each lot in COPPER LEAF SUBDIVISION located in Saco, York County, Maine, is and will be conveyed SUBJECT TO the following restrictions and conditions which shall run with the land, shall remain in effect until midnight, December 31, 2035 and shall be enforceable by the original Developer, Mezoian Development LLC., its successors and assigns, and also by all other owners of lots on said plan whose property is similarly burdened.

1. Each lot shall be used for residential purposes only and shall be occupied by not more than one residential structure, said residential structure to include no buildings or structures other than the following, viz: one detached dwelling structure designated as a residence for one or two families, a garage or garages for private use constructed either as an integral part of the dwelling or as a detached building and adapted for the storage of not more than six (6) automobiles in total for all garages, a swimming pool, suitable garden structures including a greenhouse and such additional structures as shall from time to time be used in connection with residential uses situated in similar neighborhoods. EXCEPT as permitted under the provisions of Paragraph 15. hereof, no such lot shall be used for access to any other land or for the use, introduction, maintenance or repair of utility services benefiting any other land not part of COPPER LEAF SUBDIVISION. As used herein, the term "one detached dwelling structure designated as a residence for one or two families" shall mean a structure in which the second residential unit is of the nature of an "in-law" apartment, that
is, its size and configuration is subordinate to the main living area and the exterior appearance is in the nature of a single family residence rather than a duplex structure.

2. The keeping of poultry, swine, or any livestock, other than household pets normally housed in a dwelling house, shall not be permitted, nor shall kennels be permitted and no automobile trailer, house trailer, recreational vehicle, boat, boat trailer or similar vehicle, shall be brought upon, or be maintained or be permitted to remain on the above described premises, unless completely enclosed within a structure permitted under Paragraph 1. or stored in such a manner that the same is not observable from any street or, if observable, the same is in such condition and stored in such a manner that it does not adversely impact property values in the neighborhood.

3. All residential structures shall be reviewed by Developer before any construction can begin and shall be placed on permanent masonry foundations and only the use of architectural roofing shingles shall be allowed. The placement and elevation of residential structures must be submitted in writing to, and approved by, the Developer. All propane or other utility tanks must be enclosed and finished to match the exterior of residence.

4. The use of simulated or artificial brick or stone composition sidings shall be prohibited unless the appearance, finish and durability of the same shall be comparable to natural materials.

5. Until the expiration of two (2) years from the date of the sale of Mezzoit Development LLC's entire interest in the Copper Leaf Subdivision, all plans, specifications and designs including, but not limited to, the exterior finish, color and building placement, for structures to be located on such lots must receive the written approval of the original Developer, Mezzoit Development LLC., its successors and specific assigns. Such approval shall not be unreasonably withheld but such plans, specifications and designs must, in the opinion of Mezzoit Development LLC. be harmonious with other structures in such subdivision.

6. All exterior finishing, on any building and all landscaping to the grounds must be completed within one year of the commencement of construction and all driveways shall be of either asphalt or of earth tone colors whether made of concrete or bricked, within two years of the sale of the house to the original residential owner. The primary walkway to the structure shall be of earth tone colors. Walkway lights and mailboxes shall be set on granite posts, unless otherwise approved by the Developer. Completed, as used herein, includes, but is not limited to, porches, steps, decks, platforms, carports, other outside living terraces, and grading and seeding of lawns.

7. No junk, abandoned or unregistered vehicle or commercially registered dual wheeled rear axle vehicle shall be allowed on the premises, except as may be permitted under Paragraph 2. hereof, and no accumulations of trash or debris shall be allowed on the premises.

8. The within Granitees, their heirs and assigns, shall not alter the area encompassed within the bounds of the proposed drainage easement areas as indicated on the aforesaid Plan in any manner
which would impede or adversely affect the drainage of the subdivision in which the above described premises are situated. All homes must connect to public storm drainage systems.

9. All curb cuts shall be made and driveways shall be constructed in such fashion so as not to impede or adversely affect the drainage of surface water in the location of the streets as shown on said Plan into the various catch basins and manholes situated in said streets and all construction shall be done in accordance with the specifications and in the manner required by Mezolian Development LLC and the department in charge of street maintenance of the City of Saco. In the event curb cuts shall be made or driveways shall be constructed in a fashion so as to violate this covenant and restriction, Mezolian Development LLC may, but shall not be required to, correct the construction so that it does not violate this Paragraph and the holder of title to the above lot shall be liable for all costs of the same.

10. No clotheslines shall be permitted and no satellite television antennas or similar receiving devices shall be permitted unless 18 inches in diameter or less and shall be located at the rear of the building in a location as specifically approved by Developer.

11. The above restrictions shall not apply to nor be binding upon any remaining land owned by Mezolian Development LLC, or which may hereinafter be acquired by it or any entity under common control with it and which may lie near or adjacent to COPPER LEAF SUBDIVISION.

12. Mezolian Development LLC, for itself, its successors and specific assigns, reserves the right to use all of the streets and ways shown on the plan of COPPER LEAF SUBDIVISION for access to any other land adjacent or near to said COPPER LEAF SUBDIVISION it may own or hereafter acquire. It is further agreed and understood that no purchaser of such adjacent or near land from Mezolian Development LLC shall have the right to use such streets and ways for such purposes unless such right shall have been specifically granted to such purchaser by Mezolian Development LLC.

13. Mezolian Development LLC reserves the right to use all such streets and ways shown and depicted on said plan for the use, introduction and maintenance of all utility services to COPPER LEAF SUBDIVISION or to any other adjacent or nearby land owned by it or its specific assigns or hereinafter acquired by it or them. It is further agreed and understood that no purchaser of such adjacent or near land from Mezolian Development LLC shall have the right to use such streets and ways and lots for such purposes unless such right shall have been specifically granted to such purchaser by Mezolian Development LLC.

14. Mezolian Development LLC reserves the right to use those areas marked as "drainage easements or utility easements" on the above referenced plan for the purpose of providing drainage for its adjacent or nearby land either now owned or hereafter acquired or for adjacent or nearby land of its specific assigns.
15. Mezoian Development LLC reserves for itself, its successors and specific assigns, the right and privilege to alter, amend, reconfigure, combine or resubdivide any unsold lots on the COPPER LEAF SUBDIVISION plan or any adjacent real estate in its ownership or to use any such lots for access to and for the use, introduction, installation, and maintenance of utility services to any adjacent land owned by Mezoian Development LLC or hereinafter acquired by it or its specific assigns and to alter, amend or change the location of any streets, rights-of-way or access roads shown on said plan to a location of its choosing provided that access to the premises to be conveyed is not materially impaired or affected.

16. Trees standing upon the within conveyed premises or trees thereafter growing thereon in excess of six (6) inches in diameter measured five (5) feet above the surface of the ground shall not be cut or removed, except as hereinafter provided. Trees of such diameter which are dead, dying or diseased may be cut and removed and living trees may be trimmed or minimally thinned in accordance with good forestry practice. Further, trees, whether alive or dead, may be cut and removed by the title holder thereof or the duly authorized agent of the title holder only to such extent as shall be minimally necessary for the construction of the buildings permitted upon the property and driveways. All buffer strips shown on the Copper Leaf plan referred to in the deed of conveyance shall be maintained by the owner of the lot subject to the same in keeping with the conditions of approval by the Saco Planning Board.

The provisions of this Paragraph shall not apply to lots remaining in the ownership of Mezoian Development LLC.

17. No signs, advertising the sale of the lot herein conveyed, or structure thereon, shall be permitted to be erected anywhere in COPPER LEAF SUBDIVISION other than one sign having dimensions of not more than 24 inches by 24 inches may be placed upon the lot to be sold.

18. The within Grantees, their heirs and assigns, shall not alter the area encompassed within the bounds of the proposed drainage swales as indicated on the floorplan in any manner which would impede or adversely affect the drainage of the subdivision in which the above described premises are situated.

19. Prior to the date of the execution and recording of this Declaration, there has been formed COPPER LEAF HOMEOWNERS' ASSOCIATION, a non-profit non-stock corporation organized and existing under the laws of the State of Maine (hereinafter called the "Association"). Each owner of a lot shall automatically become a member of the Association. Upon termination of interest of any owner in a lot, membership and any interest in the Association shall thereupon automatically terminate and transfer and issue to the next owner of said lot. Each owner of a lot shall be bound by the By-Laws of the Association, as the same may be amended from time to time, and each owner of a lot shall comply strictly with said By-Laws of the Association. No
holder of a mortgage of a lot shall be considered as lot owners until such holder shall acquire title to the lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the lot.

20. No amendment or termination of this Declaration relating to the repair, replacement, or operation of the storm water drainage system and alteration of wetlands or stormwater buffers, specifically items 5 and 15 shall be effective unless approved by the City of Saco Planning Board. With these exceptions the lot owners may, upon the application of any lot owner and with the vote of two-thirds of the lot owners, waive or amend all other foregoing covenants and restrictions of Article II.

The provisions of this Paragraph shall not apply to lots remaining in the ownership of Mezoian Development LLC.

During the period of construction of the improvements allowed to be constructed upon the lot conveyed, the building may maintain one construction information sign of a size and design approved by Mezoian Development LLC.

Mezoian Development LLC, or an entity under common control with it may acquire adjacent land to COPPER LEAF SUBDIVISION and such land may be developed by it for any uses permitted under the terms of applicable state, federal and local land use statutes, ordinances and regulations.

ARTICLE III
ROAD MAINTENANCE BY DEVELOPER:

1. All lots shall be benefited by an appurtenant easement over Country Club Drive and Caroline Way, the roads shown on the plan, for purposes of ingress and egress and location of utilities and all customary uses. It is the intention of the Developer to petition the City of Saco to accept the roadways as public roads to be maintained by the City of Saco. If, however, the roads are not accepted by the City and upon the sale of the last lot, the Developer will deed the roadway to the Association.

2. Said road will require plowing and sanding in the winter and other repair, maintenance, replacement as well as the upkeep of the drainage and erosion control systems as originally approved by the City of Saco, as hereinafter set forth. In order to clearly identify the matters associated therewith, a road maintenance agreement, dated __________, 20__, has been recorded in the York Registry of Deeds in Book______, Page______, reference to which is hereby made for its terms and conditions.

3. The Developer shall be responsible for maintaining and plowing the road and for the
upkeep of the drainage and erosion control systems until the conveyance of the fourteenth lot from the development. After said conveyance, the Developer shall convey to the Association, and the Association shall accept the conveyance of, the road by quit-claim (released) deed, and upon such conveyance all obligations and responsibilities of the Developer with respect to the road and common area shall terminate and cease.

ARTICLE IV
ASSOCIATION RESPONSIBILITIES

1. The Association shall perform and be responsible for: (1) the maintenance, resurfacing, improvement, clearing and repair of, sanding and snow removal of the roads in the event County Club Drive and Caroline Way are conveyed to the Association for payment of any real estate property taxes assessed on said roads and Open Space, for the cost of labor, equipment, materials and management relating to these services and supervision thereof including all required insurance. (2) maintenance of the stormwater drainage systems and erosion control systems within the right of way in the event County Club Drive and Caroline Way are conveyed to the Association; (3) maintenance of the stormwater drainage system, buffers, and erosion control system outside of the right of way regardless if County Club Drive and Caroline Way is conveyed to the Association; (4) the payment of any real estate taxes assessed thereon, and (5) the cost of labor, equipment, materials and management relating to the roads and supervision thereof. Any assessments by the Association upon the lots and the owners thereof shall be used exclusively for the purposes of: (1) maintenance, resurfacing, improvement, clearing, repair, sanding and snow removal from the roads, if applicable; (2) maintenance of the drainage and erosion control systems, (3) payment of any real estate taxes assessed thereon, and (4) the cost of labor, equipment, materials and management relating to the road and supervision thereof, and for such other purposes as shall be permitted by the By-Laws of the Association (hereinafter collectively called the “Common Expenses”).

2. In the event, the lot owners determine the terms and conditions of Paragraph 4 of the Road Maintenance Agreement heretofore referenced will be too demanding and cause a hardship on any lot owner, the Board of Directors shall estimate the common expenses for the following calendar year and shall present such estimate to the members at the Annual Meeting as the proposed annual budget for such calendar year. This shall be accomplished no later than thirty (30) days prior to each Annual Meeting of the members of the Association. The annual assessment required to meet annual estimated common expenses for each calendar year shall be approved by the members of the Association at their Annual Meeting.

3. All assessments shall be billed no later than the second Wednesday in December in each calendar year by the Treasurer of the Association sending the bills thereof to the respective lot owners at the address recorded in the Secretary’s records, either personally or by placing the bill in the United States mails, postage prepaid, addressed to the lot owner as aforesaid. All sums so assessed and billed shall become due no later than the succeeding January 1.

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4. The members of the Association may, from time to time, at special meetings, levy additional assessments for the purposes previously provided by the same majority of votes as required for the annual assessments.

5. If the assessment to a lot owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with interest at the annual rate of 12% per annum, costs of collection and reasonable attorney's fees, be a lien upon the lot.

ARTICLE V
AMENDMENT OF DECLARATION:

The "Developer" may amend this Declaration at any time as long as the Developer still owns a lot in the development.

No amendment or termination of this Declaration relating to the repair, replacement, or operation of the storm water drainage system or Open Space shall be effective unless approved by the City of Saco Planning Board. All other items in this Declaration may be amended at any time and from time to time by written instrument duly executed by the owners of record of ten (10) of the lots and by all of the mortgagees of record and recorded in the York Registry of Deeds.

All present and future owners of lots are subject to the terms and provisions contained or referred to in this Declaration. The acceptance of a deed of conveyance of a lot other than as security, or the entering into of occupancy of any lot, shall signify that the provisions contained or referred to in this Declaration are accepted and ratified by such owner or occupant and shall further signify that the owners acknowledge the authority of the lot owners to enforce the covenants and restrictions which run with the land, by suit or otherwise. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a lot (except as mortgage security) as though such provision were recited and stipulated at length in each and every deed or conveyance of a lot.

If any one or more of these covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof which shall remain in full force and effect.
IN WITNESS WHEREOF, MEZOIAN DEVELOPMENT, LLC, has caused this instrument to be signed in its name and behalf by MICHAEL H. MEZOIAN, its Manager thereunto duly authorized, all as of day and date first above written.

WITNESS:

MEZOIAN DEVELOPMENT, LLC

BY:

Michael H. Mezoian, Its Manager
thereunto duly authorized

STATE OF MAINE

YORK, ss.

March 1, 2013

Then personally appeared the above named MICHAEL H. MEZOIAN, in his said capacity and acknowledged the foregoing to be his free act and deed and free act and deed of said MEZOIAN DEVELOPMENT, LLC.

Before me,

Bryce W. Ingraham
Attorney at Law

RETURN RECORDED DOCUMENT TO:

Ingraham Title Company
338 Main Street
Saco, ME 04072

End of Document
AMENDMENT TO COPPERLEAF
FORCED MAIN SEWER AGREEMENT

Amendment to Copperleaf Forced Sewer Main Agreement dated February 28, 2013, recorded in Book 16552, Page 309 of the York County Registry of Deeds:

WITNESSETH:

WHEREAS, MEZOIAN DEVELOPMENT, LLC, is the owner of parcel of land situated on Country Club Drive in the City of Saco, County of York and State of Maine, abutting the Copperleaf Subdivision, and depicted as “Proposed Lot A” on Plan entitled, “Amended Final Plan, Ocean Greens II, dated February 2013, as revised through April 11, 2013, as approved by the City of Saco Planning Board on May 21, 2013, and recorded in Plan Book 361, Page 37 of the York County Registry of Deeds; and

WHEREAS, Note 16 on said Plan provides for Proposed Lot A to be subject to conditions of the Copperleaf Homeowners Association; and

WHEREAS, when improved, Proposed Lot A will be connected to the Copperleaf Forced Maine Sewer System which currently services Lots 1 through 19 in the Copperleaf Subdivision; and

WHEREAS, MEZOIAN DEVELOPMENT, LLC, wishes to join Proposed Lot A in said Forced Main Sewer Agreement.

NOW, THEREFORE, the undersigned agree as follows:

1. The Copperleaf Forced Main Sewer Agreement is hereby amended to include that parcel of land owned by MEZOIAN DEVELOPMENT, LLC, depicted as “Proposed Lot A” on Plan entitled, “Amended Final Plan, Ocean Greens II, dated February 2013, as revised through April 11, 2013, as approved by the City of Saco Planning Board on May 21, 2013, and recorded in Plan Book 361, Page 37 of the York County Registry of Deeds.

2. The owners of Copperleaf Subdivision Lots 1 through 19, their heirs, successors and assigns, shall bear no responsibility for any and all costs relating to the installation, repair and/or maintenance of any continuation or extension of said forced main sewer line relating to the connection of Proposed Lot A to the Copperleaf Forced Main Sewer System.

IN WITNESS WHEREOF, Mezoian Development, LLC, has caused this instrument to be signed and sealed by Michael H. Mezoian, its Manager, thereunto duly authorized, this ____ day of August, 2016.
MEZOIAN DEVELOPMENT, LLC

By:

Michael Mezoian
Its Manager

STATE OF MAINE
COUNTY OF YORK, ss. August 18, 2016

Personally appeared the above named Michael Mezoian, in his capacity as Manager of Mezoian Development, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Mezoian Development, LLC.

Barbara J. Dresser, Attorney at Law
TO: Mayor William Doyle & Members of the City Council
FROM: Denise M. Clavette, Director Planning and Economic Development
Bob Hamblen, City Planner
DATE: November 5, 2020
RE: Long-Range Planning Committee (LRPC)

Long-Range Planning Committee (LRPC)

Mayor William Doyle is seeking to create a new committee for the City of Saco, that will be named the Long-Range Planning Committee (LRPC). The newly formed LRPC will serve as an advisory committee to the Saco City Council, and its charge will be to oversee the City’s long-term vision for the City by studying and making recommendations on managing the City’s future growth and development, assessing zoning and land use initiatives, growth management initiatives, environmental efforts, and updates to the Comprehensive Plan.

Initially, the LRPC will be tasked with reviewing the 2011 Comprehensive Plan and 2018 Comprehensive Plan Update with the City’s staff and outside consultants, and to develop the 2021 Comprehensive Plan. Together this group will provide advice and guidance throughout this public engagement process, anticipated to take eighteen months to complete. In particular, the committee’s works will focus on zoning and land use with the goals of effective growth management, responsible economic development, carefully considered infrastructure improvements, and improving Saco’s stature as a desirable community in which to live, work and raise a family.

The LRPC will then shift its focus from the development of the Comprehensive Plan 2021, to the implementation of the Comprehensive Plan, to ensure that City Council, Planning Board, City staff, annual fiscal year and tax increment financing budgets, capital plans, policies, and other critical initiatives reflect the vision and intention of the Comprehensive Plan 2021. Together, with City staff, the LRPC will be responsible for documenting and developing an annual reporting tool to the City Council that will report out the implementation of the Comprehensive Plan.
LRPC Composition

The composition of the LRPC will consist of the following:

- Mayor
- 2 – City Councilors
- 2 – Planning Board members
- 2 – Economic Development Commission members
- Saco Main Street Executive Director (or designee)
- Age Friendly Saco Coordinator (or designee)
- 5 – Saco residents
- City Staff: City Planner, Director of Planning & Economic Development, Economic Development Specialist, Deputy Assessor, City Engineer, Director of Codes Enforcement

De-commissioning the Comprehensive Plan Update Committee for the Comprehensive Plan 2018 Update

In addition, the City Council will be asked to remove the Comprehensive Plan Update Committee for the Comprehensive Plan 2018 Update, that was established in October 2016. Their charge was to respond to one of the City Council’s goals by the Saco City Council to: “Review the comprehensive plan and zoning ordinance for discrepancies, assimilate the Bridge 2025 document, and make recommendations for changes to the document for the next calendar year”. The City contracted with Southern Maine Planning and Development Commission (SMPDC) to facilitate a Saco Comprehensive Plan Review/Update Committee. That Committee has served its role; and is no longer needed.

City Code Chapter 4, Section 4-34 Changes to the Planning Board

In addition to creating the LRPC, the following changes to the City Code Chapter 4 is recommended as follows:

C. Powers and duties. The Board shall have the power and be required to:

(1) Prepare any amendments to the Comprehensive Plan and/or prepare a new Comprehensive Plan approved by a majority vote after a public hearing. The Board shall refer any amendments to the Comprehensive Plan or the new Comprehensive Plan to the Long-Range Planning Committee for review and recommendation to the City Council for approval.

D. Authorization. The Planning Board is not required, but is authorized may be delegated the following, at the request of the City Council, at its discretion, to:

Section 4 – 38 is reserved, recommend insert the newly formed Long-Range Planning Committee in this section.
MEMORANDUM

TO: Council and Mayor Doyle
FROM: Bryan Kaenrath
DATE: November 9, 2020
RE: Council Seat Vacancy

Councilor Copeland has submitted to us her intention to resign her Ward 4 Council seat, effective December 7th, 2020. A process will need to be conducted to solicit public interest in order for Council to appoint a replacement. A memo from Tim Murphy, the City Solicitor, is attached, to guide our discussion on the process.

Councilor Copeland’s intent to resign was received by the Mayor and City Administrator Kaenrath on November 5, 2020:

Thank you so much, Mr. Mayor. I will submit my letter of resignation effective December 7, 2020. It has been my honor to have served this community alongside not only the other elected leaders but also our dedicated and so very qualified staff.

Regards,

Lynn

Lynn H. Copeland, Councilor
Saco City Council, Ward 4
MEMORANDUM

TO: Council and Mayor Doyle
FROM: Bryan Kaenrath
DATE: November 9, 2020
RE: Council Seat Vacancy Legal Opinion

First Issue: If a City councilor resigns their position after this November’s general election, how is that vacancy filled? Is it by appointment or by special election? For the reasons spelled out below, I am of the opinion such a vacancy should be filled by appointment. Let me explain.

The governing Charter provision is Section 2.06 c (2). It says, “In the case of a vacancy created in the City Council less than 12 months prior to the next regular municipal election, the remaining members of the Council may appoint an eligible person to fill the unexpired term ...” This provision answers the question posed but let’s consider the basis for that result.

The first step is to determine when the “next regular municipal election” will occur. Here in Saco, we hold regular municipal elections every year, each November. See Section 7.01 of the Charter, attached (“Regular City elections will be held annually on the first Tuesday after the first Monday in November.”). Our current election is set for November 3, 2020, and per the Charter our next regular municipal election will be November 2, 2021 that being the first Tuesday after the first Monday in November 2021.

So provided, the sitting Councilor does not resign prior to November 2, 2020, it seems, per force, the resignation will happen less than one year from November 2, 2021. So, for example, if the Councilor resigns upon taking state office, say November 30, 2020, then that resignation is less than one year from the next regular municipal election (November 2, 2021) meaning the Council seat should be filled pursuant to an appointment under Charter section 2.06 c 2. For this reason, as long as the resignation occurs after November 3, 2020, then it will be less than 1 year to the next regular election and that makes the vacancy a “filled by appointment” vacancy versus filled by a special election.
Now, this result is based on the strict reading of Section 2.06 c 2. However, it’s also the result of prior Charter amendments to convert to both annual elections, and also to staggered terms. It is important to understand why this matters. Let me explain.

Here, we could well end up with a vacancy being filled by appointment even though a Councilor’s actual term of office might have up to almost two full years remaining. That is because Section 2.06 c 2 has never been amended to reflect the fact that 1) Councilors will now serve three year terms, and 2) that we hold elections annually. In effect, the approved, prior Charter amendments have made Section 2.06 c 2’s year calculation process essentially surplusage, unused verbiage that will most likely never have effect. It’s almost impossible for a situation/fact pattern to arise where the next regular municipal election is more than 1 year away. In the old days, all Councilors sat for 2 years, and we held elections every two years for those seats. Thus, Section 2.06 c 2 was crafted to address and against a universe where both elections and terms ran for 2 years.

So, I really think that the intentions of 2.06 c 2 were about making a determination as to how much “term of office” remained for a party resigning, and to run the 1 year test off that idea, but 2.06 c 2 does not use the words “term of office” and instead it uses “next regular” election. Thus, until such time as 2.06 c 2 is amended, for any calculation regarding a vacancy, we have to run off the November to November cycle, regardless of how long the remaining term of office of the person resigning. In effect, perhaps the City needed to amend section 2.06 c 2 when it amended other parts of the Charter, but until such time, the strict reading of 2.06 c 2 leaves little doubt as to the proper result. And, this reading means that the remaining length of term of the person resigning is not a factor in the decision/calculation process which is different from how 2.06 c 2 was intended.