

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

The following are minutes of the City Council Meeting held on Dec. 15, 2008.

I. **CALL TO ORDER** – On Monday, December 15, 2008 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. **ROLL CALL OF MEMBERS** - Mayor Roland Michaud conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith, Jr. Ronald Morton, Sandra Bastille, Arthur Tardif, Eric Cote and Marston Lovell.

Mr. Richard R. Michaud, City Administrator and Lucette S. Pellerin, City Clerk were also in attendance this evening.

III. **PLEDGE OF ALLEGIANCE**

IV. **GENERAL:**

V. **APPROVAL OF MINUTES:** November 17, 2008

Minutes were approved as printed.

VI. **AGENDA ITEMS:**

A. **(Second & Final Reading) Zoning Ordinance Amendments: Electrical Transmission Lines**

State law on zoning permits cities to regulate the construction of power lines. While the city has consistently maintained that there would be a local review of CMP's currently planned power line projects, the zoning ordinance now has very limited standards for review. The proposed amendments provide additional standards.

High voltage power lines would be required to locate underground if they are within 200 feet of houses, schools and certain other facilities.

The City Council passed emergency ordinance amendments on November 3. The City Council referred these amendments to the Planning Board, which made this recommendation on November 4.

Councilor Cote moved, Councilor Mills seconded that it be Ordered that the City Council adopt amendments to the Saco Zoning ordinance, as outlined in the document entitled, 'Proposed ordinance amendments to Saco Zoning Ordinance Regarding electrical transmission lines Recommended by the Saco Planning Board, November 4, 2008' . Further move to approve the Order. The motion passed with seven (7) yeas.

**Regarding electrical transmission lines  
Recommended by the Saco Planning Board  
November 4, 2008**

1. Amend definition of “Essential Services,” in Article 3, Definitions, as follows:

Essential Services: The erection, construction, alteration or maintenance by public and private utilities or municipal or other governmental agencies of gas, electrical and communication facilities, steam, fuel or water transmission or distribution systems, collection, supply or disposal systems. Electrical power transmission lines which carry or have the capacity to carry more than 70,000 volts are not included within this definition, but shall fall within the definition of “High Voltage Transmission Lines” herein. Essential services do not include radio or TV transmission towers or cellular communications towers. Such systems are exempt from the Minimum Lot and Yard Requirements of Table 412-1 and shall include buildings under 400 square feet, except as noted below, which are necessary for the furnishing of such services. Any buildings which are over 400 square feet in size, except as noted below, must meet all setbacks for the zone in which they are located. City sewer pump stations may be up to 800 square feet and retain their exemption from the requirements of Table 412-1 if they are in a business or industrial zone and at least 75 feet from a dwelling unit. (Amended 2/2/88; 5/2/94; 2/19/02)

2. Amend Article 3, Definitions, by adding the following definition of “High Voltage Transmission Lines”.

High Voltage Transmission Lines: Electrical power transmission lines which carry or handle more than 70,000 volts of electricity.

3. Amend Article 4, District Regulations, by inserting “High Voltage Transmission Lines” in the permitted and conditional use lists as follows:

Add to all use industrial use lists as a permitted use: High Voltage Transmission Lines

(At 410-11. I-1 Industrial Park District  
410-12. I-2 Industrial Business District  
410-13. I-3 Light Industrial-Business Park District)

Add to all other use lists as a conditional use: High Voltage Transmission Lines

(At 410-1. R-1 Low Density District  
410.2. R-2 Medium Density District  
410.3. R-3 High Density District  
410-4. R-4 General Residential District  
410-5. B-1 General Business District  
410-A. B-2a Highway Business District  
410-6B. B-2b Highway Business District  
410-6. B-2c and B-2d Highway Business District  
410.7 B-3 Downtown Business District  
410-8. B-4 Planned Development District  
410-9. B-5 Marine Business and Residential  
410-9-A. B-6 Highway Business and Commercial District  
410-9-B. B-7 Limited Business/Residential District  
410-10 BP Business Park District  
410-14. C-1 Conservation District  
410-15. RP Resource Protection District)

4. Amend Article 7, Standards of Performance, by adding a new Section 732 governing “High Voltage Transmission Lines”, as follows:

Section 732 Standards for High Voltage Transmission Lines

732-1. Findings. Scientific studies have raised concerns about adverse health effects of electromagnetic fields on people living or working near high voltage lines. In addition, High Voltage Transmission Lines have the appearance of large scale industrial facilities and are frequently incompatible with nearby residential areas. The City intends to limit or mitigate, where possible, such adverse impacts.

732-2. Burial. All High Voltage Transmission Lines shall be buried where they pass within 200 feet of any residence, school building, school playground, publicly owned recreational facility, field or park, or any occupied place of employment, but otherwise they may be placed above ground. When installed underground they shall be installed in locations and in sections of sufficient length so that unsightly transition structures shall be minimized.

732-3. Contract Zoning. A party wishing to erect High Voltage Transmission Lines may apply for a contract zone, outside of RP districts, provided it follows the procedures and meets the conditions set forth in Article 14 of this ordinance.

**B. Zoning Ordinance Amendments: Electrical Transmission Lines - *Emergency Ordinance Adoption***

The City Council adopted zoning ordinance amendments on an emergency basis on November 3, 2008. Closely related amendments of a permanent nature were passed tonight and will take effect in 30 days.

Emergency ordinance provisions are in force for 60 days and then lapse, or are repealed by Council vote. A brief extension of these emergency amendments is necessary for the City to maintain its policy without interruption.

Councilor Cote moved, Councilor Bastille seconded, that the City of Saco hereby ordains and approves pursuant to Section 2.10, Emergency Ordinances, of the City Charter, the amendments to the zoning ordinance included in “**Proposed emergency ordinance amendments to Saco Zoning Ordinance regarding electrical transmission and distribution lines, November 4, 2008**” which were adopted on November 4, and would otherwise lapse on January 5, 2008 are hereby readopted for period from January 5 to January 15, 2008 when they will lapse. Further move to approve the order. The motion passed with seven (7) yeas.

**Proposed emergency ordinance amendments to Saco Zoning Ordinance  
regarding electrical transmission lines  
November 3, 2008**

Emergency preamble:

Because High Voltage Transmission Lines when installed aerially are incompatible residential and other non-industrial areas of the City, the City Council find that emergency exists which requires the adoption of these provisions to protect property.

1. Amend definition of “Essential Services,” in Article 3, Definitions, as follows:

Essential Services: The erection, construction, alteration or maintenance by public and private utilities or municipal or other governmental agencies of gas, electrical and communication facilities, steam, fuel or water transmission or distribution systems, collection, supply or disposal systems. Electrical power transmission lines which carry or have the capacity to carry more than 70,000 volts are not included within this definition, but shall fall within the definition of “High Voltage Transmission Lines” herein. Essential services do not include radio or TV transmission towers or cellular communications towers. Such systems are exempt from the Minimum Lot and Yard Requirements of Table 412-1 and shall include buildings under 400 square feet, except as noted below, which are necessary for the furnishing of such services. Any buildings which are over 400 square feet in size, except as noted below, must meet all setbacks for the zone in which they are located. City sewer pump stations may be up to 800 square feet and retain their exemption from the requirements of Table 412-1 if they are in a business or industrial zone and at least 75 feet from a dwelling unit. (Amended 2/2/88; 5/2/94; 2/19/02)

2. Amend Article 3, Definitions, by adding the following definition of “High Voltage Transmission Lines”.

High Voltage Transmission Lines: Electrical power transmission line or other facilities (substation, transformer, capacitor or other equipment or assemblage of equipment) the purposes of which is to process, carry or handle more than 70,000 volts of electricity.

3. Amend Article 4, District Regulations, by inserting “High Voltage Transmission Lines” in the permitted and conditional use lists as follows:

Add to all use industrial use lists as a permitted use: High Voltage Transmission Lines

- (At 410-11. I-1 Industrial Park District
- 410-12. I-2 Industrial Business District
- 410-13. I-3 Light Industrial-Business Park District)

Add to all other use lists as a conditional use: High Voltage Transmission Lines

- (At 410-1. R-1 Low Density District
- 410.2. R-2 Medium Density District
- 410.3. R-3 High Density District
- 410-4. R-4 General Residential District
- 410-5. B-1 General Business District
- 410-A. B-2a Highway Business District
- 410-6B. B-2b Highway Business District
- 410-6. B-2c and B-2d Highway Business District

410.7 B-3 Downtown Business District  
410-8. B-4 Planned Development District  
410-9. B-5 Marine Business and Residential  
410-9-A. B-6 Highway Business and Commercial District  
410-9-B. B-7 Limited Business/Residential District  
410-10 BP Business Park District  
410-14. C-1 Conservation District  
410-15. RP Resource Protection District)

5. Amend Article 7, Standards of Performance, by adding a new Section 732 governing “High Voltage Transmission Lines”, as follows:

Section 732 Standards for High Voltage Transmission Lines

732-1. Burial. All High Voltage Transmission Lines shall be buried where they pass within 200 feet of any residence, school building, school playground, publicly owned recreational facility, field or park, or any occupied place of employment, but otherwise they may be placed above ground. When installed underground they shall be installed in locations and in sections of sufficient length so that unsightly transition structures shall be minimized.

732-3. Use of Chemicals for Plant Suppression. No party may use chemicals, herbicides or other formulations to kill, retard, destroy or suppress plant or tree growth below or adjacent to such lines. All such areas may be tended by traditional pruning, clearing and cutting by non-chemical means.

732-4. Contract Zoning. A party wishing to erect High Voltage Transmission Lines may apply for a contract zone, outside of RP districts, provided it follows the procedures and meets the conditions set forth in Article 14 of this ordinance.

**C. (Second & Final Reading) Code Amendment – Chapter 220 Volunteer Program & Approve the Policy titled Volunteer Citizen Work-Off Program**

Title 36 § 6232, Sub §1A, Senior Citizen Tax Work-off Program was passed by our legislature and was fashioned from the Massachusetts law.

The Maine law has two main points; the participant must be 60 years old to earn a \$750 abatement off their tax bill by performing volunteer work for the City; and the program must be run by municipal ordinance.

Taunton, Massachusetts, population 45,000, currently runs a similar program and had 20 participants in their program last year. .

According to the Maine Municipal Association, no municipality in Maine has implemented such a program to date, however Kittery is currently working on setting up a program and could be the Maine model, unless Saco has a program up and running first.

Councilor Tardif moved, Councilor Cote seconded, that the City of Saco hereby Ordains and Approves the Second and Final Reading of the document titled, ‘Code Amendment – Chapter

220, Volunteer Program, dated November 17, 2008'. The motion passed with six (6) yeas and one (1) nay. Councilor Smith voted in the negative.

Councilor Tardif moved, Councilor Mills seconded, that it be Ordered that the City Council adopt the Policy document titled, '84. Volunteer Citizen Work-Off Program, dated December 15, 2008'. Further move to approve the Order. The motion passed with six (6) yeas and one (1) nay. Councilor Smith voted in the negative.

### **Code Amendment – Chapter 220, Volunteer Program, dated November 17, 2008**

(Please note that underline represents new language, while ~~striketrough~~ represents language to be deleted)

#### Chapter 220 – Volunteer Program

##### §220-1. Volunteer Citizen Work-off Program

- A. Pursuant to State statute Section 2. 36 M.R.S.A. §6232, Sub-§1-A, the City Council adopts the volunteer program that permits claimants who are at least 60 years of age to earn benefits up to a maximum of \$750 by volunteering to provide services to the city. The City Council shall establish a policy that establishes procedures and standards of eligibility for the volunteer citizen work-off program.

## **84. Volunteer Citizen Work-Off Program**

Adopted by City Council on December 15, 2008

- A. Applicability** – This policy shall apply to the Administration of the City Code Chapter 220-2 Volunteer Citizen Work-off Program.
- B. Purpose** – The purpose of these guidelines is to administer Section 220 of the City Code, (ref 220-1) Volunteer Citizen Work-Off Program). The City of Saco understands that the State of Maine sponsored Tax Rebate Program may in certain instances still not grant the amount of property tax relief for families and individuals that may be necessary.

Therefore the City of Saco has by ordinance adopted the volunteer program. The program guidelines are as follows:

### **C. Eligibility Guidelines:**

1. Participant must be age 60 on or after April 1<sup>st</sup> of the first year of eligibility.
2. Participant must be a legal resident of the City of Saco.

3. Participant must be the owner of record as of April 1<sup>st</sup> and reside in the dwelling the abatement will be applied to. The dwelling must be the principle place of residence for the qualifying applicant.
4. Limit one participant per dwelling.
5. Participant's household income cannot exceed \$60,000. And the annual tax bill must be more than 4% of household income (based on previous year's gross income).

\*\*\*Due to the limited resources available to the City of Saco, annual participation is not guaranteed. Annual participation will be based on the amount of funds certified to the Assessor by the City Council on an annual basis. Applicants will be selected on a financial needs basis.

**D. Annual Procedures:**

1. The City Assessor is the Program Administrator.
2. On or Before February 1<sup>st</sup> each year Departments must request the number of hours and tasks that they would like accomplished for the ensuing year.
3. On or about April 1<sup>st</sup> the City Council will certify to the Assessor the amount of funds to be added to the commitment overlay for the ensuing year.
4. Application deadline is May 1<sup>st</sup> each year.
5. All work must be completed two weeks prior to the second half due date for property taxes as set by Council each year.
6. Applicant's certification for work will be done by the Human Resources Department as is typical for any part time employee.
7. An annual report will be submitted by the Program Administrator to the City Council by March 1<sup>st</sup>.

**E. Finance Officers Procedures:**

1. All earnings under this program are considered wages for Federal taxation purposes.
2. Earned reductions must be applied to the actual tax bills for the fiscal year. The Assessor must commit the full tax for the year and process the gross amount earned as certified by the department head supervising the volunteer.
3. All earnings, federal social security and Medicare taxes are recorded gross and the entire cost is covered by overlay. The taxpayer's actual tax bill, however,

should only show a credit for the amount earned net of any federal withholdings.

#### **F. Human Resource Procedure:**

Taxpayers performing services in return for property tax reduction shall be considered “volunteer” and will be covered under the City’s liability insurance.

1. The City will therefore be liable for damages for injuries to a third party or if the City and/or City employee causes damage to the volunteer.
2. As part of the application process the taxpayer/volunteer shall complete a form indicating information to conduct a background reference check.
  - a. Full name (including maiden name), date of birth, address and social security number.
3. Volunteers shall not drive City vehicle.
4. This shall not constitute regular or part-time employment with the City of Saco nor shall it constitute as a contract.
5. Volunteers shall complete a W-4 withholding form.

#### **D. Host Community Benefits Agreement**

On October 14, 2008, the Council discussed host community benefits and by consensus authorized the City Administrator and the City Attorney to meet with the Maine Energy Recovery Company (Maine Energy) team to negotiate terms as a host community. Saco reached a tentative agreement with Maine Energy.

In summary:

- Maine Energy recognizes Saco a host community under state law;
- A fee is established of \$0.15 per ton for all waste delivered to the facility – paid to Saco for a host community benefit payment.
- The agreement would expire on June 30, 2017;
- The city agrees with the following: the agreement may be terminated by Maine Energy “upon the enactment by the City of any ordinance, which directly or indirectly regulates the Facility or imposes extraterritorial limits, fines or penalties or other material operating costs upon the operation of the facility.”

MAIN MOTION: Councilor Mills moved, Councilor Morton seconded that it be Ordered that the City Council authorize the City Administrator to execute the Agreement titled, ‘**Host Community Benefits Agreement between Maine Energy Recovery Company, LP and the City of Saco, dated December 15, 2008**’. Further move to approve the Order. The motion passed with four (4) yeas and three (3) nays. Councilors Smith, Tardif and Lovell voted in the negative.

Councilor Lovell moved Councilor Bastille seconded to table the matter until MERC submits a proposal that would not be an insult. The motion failed with one (1) yea and six (6) nays. Councilors voting in the negative were: Cote, Tardif, Bastille, Morton, Smith and Mills.

**HOST COMMUNITY BENEFITS AGREEMENT between Maine Energy Recovery Company, LP and the City of Saco, dated December 15, 2008**

This Host Community Benefits Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between Maine Energy Recovery Company, LP (“Maine Energy”), and the City of Saco, Maine, a municipal corporation organized and existing under the laws of the State of Maine, having its principal offices at 300 Main Street, Saco, Maine (the “City”).

**WITNESSETH:**

WHEREAS, Maine Energy operates a waste-to-energy facility located in Biddeford, Maine (the “Facility”); and

WHEREAS, the parties agree that the City is eligible for Host Community Benefits as provided by 38 M.R.S.A. Section 1303-C (subsection 15-B); and

WHEREAS, the parties have agreed to enter into a Host Community Benefits Agreement pursuant to 38 M.R.S.A. Section 1310-N(9) without requiring the City to demonstrate that it has incurred the direct impacts described in 38 M.R.S. A. § 1303-C(15-B); and

WHEREAS, the City has determined that it is in the public interest of its citizens to enter into this Agreement in respect to Maine Energy’s operation of the Facility;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maine Energy and the City agree as follows:

**1. GENERAL**

1.1 Host Community Benefits. Maine Energy shall pay the City an annual fee (the “Host Community Benefit Payment”), as follows:

a. Fee; Payment. Maine Energy shall pay to the City **Fifteen Cents (\$0.15)** per ton for all tons of waste delivered to the Facility (the “Host Community Benefit Payment”), payable in monthly installments no later than thirty (30) days after the end of each calendar month during the term of this Agreement.

b. Annual Increase. The Host Community Benefit Payment shall increase by three percent (3%) per year for each year of the Term. The first adjustment will be made on January 1, 2010 and subsequent adjustments will be made on each succeeding January 1.

c. Exclusive Payment Obligations. The parties agree and acknowledge that the Host Community Benefit Payment provided for in this Agreement shall constitute the exclusive payment obligation from Maine Energy to the City arising out of or related to the ownership or operation of the Facility, pursuant to 38 M.R.S. § 1310-N(9) or otherwise, and shall be deemed to compensate the City for any impacts caused by the Facility including, without limitation, impacts relating to improvement, maintenance and repair of local roads directly affected by traffic to and from the Facility and of other infrastructural elements directly affected by the Facility; development and maintenance of adequate local emergency response capacity to accommodate the Facility; financial support for personnel or other means to provide technical assistance to the City in interpreting data and to advise the City on other technical issues

concerning the Facility; or odor, noise, visual, structural or any other impacts during the Term. The City may not collect or seek to collect other payments, fees, costs, grant monies, taxes, or payments in lieu of taxes from Maine Energy in respect of its operation of the Facility or attempt to directly or indirectly regulate the Facility in any manner. The preceding sentence is not intended to preclude the City from recovering any damages it may suffer in the event of any unforeseen catastrophic event caused by the operation of the Facility, nor of re-negotiating its host community benefits if Maine Energy should materially and substantially alter the nature of its operations after the execution of this agreement.

1.2 Term of Agreement. The term of this Agreement shall be deemed to commence on January 1, 2009 and shall end on the earlier to occur of: (a) June 30, 2017, or (b) the date the Facility ceases operation permanently, or (c) the date this Agreement is terminated by both or either of the parties as provided herein, or (d) the date the City of Biddeford's Waste Handling Agreement with Maine Energy terminates.

1.3 Termination of City Request for Community Benefits. The City shall within fifteen (15) days of the Effective Date, withdraw its request to the State for host community benefits and provide proof thereof to Maine Energy. Any request made to the State for additional or different host community benefits by the City during the Term shall be an event of Default and shall give rise to Maine Energy's right to terminate this Agreement in accordance with Section 3.4(f) of this Agreement.

## **2. DISPUTE RESOLUTION**

2.1 Negotiation. The parties agree that in the event of any dispute, controversy or claim arising under or relating to this Agreement or any alleged breach thereof, the parties shall attempt in good faith to come to a reasonable settlement of any dispute by having their authorized representatives attempt to negotiate a resolution of the dispute for a period of thirty (30) days.

2.2 Arbitration. Subject to Section 2.3 below, any controversy between the parties hereto involving the construction or application of any terms, covenants or conditions of this Agreement, or any claims arising out of or relating to this Agreement, or the breach or default hereof or thereof, not resolved by negotiation pursuant to Section 2.1, will be submitted to and settled by final and binding arbitration in Portland, Maine, in accordance with the rules of the American Arbitration Association ("AAA") then in effect before a single non-interested arbitrator chosen by AAA (if the parties are unable to agree on an arbitrator within 30 days of a party's giving written notice of its intent to seek arbitration hereunder), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

2.3 Availability of Judicial Relief and Consent to Jurisdiction. In addition to any rights or remedies that the parties might otherwise be entitled to invoke, the parties may seek specific enforcement of any provision of this Agreement or injunctive relief in a legal or equitable proceeding. For purposes of the preceding sentence, and for the enforcement of any arbitration award rendered pursuant to Section 2.2 hereof, the parties and their assigns submit to the jurisdiction of any state or federal court located in York or Cumberland County, State of Maine in connection with any proceeding or action arising from or relating to this Agreement or the agreements referred to herein. The parties consent to the jurisdiction and venue of any such court and waive any argument that venue in such forums is not convenient. In the event a party

commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, the other party, at their option, shall be entitled to have the case transferred to the jurisdiction and one of the two (2) venues (York or Cumberland County) above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

### 3. MISCELLANEOUS

3.1 Authority and Representations. The parties to this Agreement represent and warrant that they have full power and authority and the legal right to enter into and perform in accordance with the terms of this Agreement for the full term set forth herein and to execute and deliver this Agreement, having taken all necessary and required actions therefore. The parties to this Agreement further represent and warrant that no consent, approval or vote by referendum or otherwise is required of any other person, group or entity which is a prerequisite to the valid execution, delivery and performance of this Agreement, other than those that have been duly obtained or made, and that this Agreement constitutes such party's binding obligation enforceable against it in accordance with its terms.

3.2 Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing. Any term or provision of this Agreement may be waived at any time by any party entitled to the benefit thereof as set forth in the terms of this Agreement by a written instrument duly executed by such party.

3.3 Good Faith. Each party shall act in good faith in the performance of all obligations and the exercise of all rights under this Agreement. Use of the term "good faith" elsewhere in this Agreement shall not be construed to limit the general applicability of that standard to the conduct of the parties hereunder.

3.4 Termination. This Agreement may be terminated:

- a. at any time by mutual written agreement of both parties;
- b. by Maine Energy or the City in the event additional financial obligations are imposed upon Maine Energy pursuant to Section 1303-(15-B) after the Effective Date, regardless of whether such obligations are the result of a change in or amendment to law, ordinance, rule or judicial decision, provided such obligations were the result of efforts by the City, or were enacted or initiated by the City.
- c. by Maine Energy upon the enactment by the City of any ordinance, which directly or indirectly regulates the Facility or imposes extraterritorial limits, fines or penalties or other material operating costs upon the operation of the Facility;
- d. by Maine Energy upon the cessation of operations at the Facility;
- e. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or

f. by either party in the event of a failure by the other party to perform a material obligation as follows (a “Default”): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

3.5 Headings and References. The titles and headings included throughout this Agreement are inserted for reference purposes only and shall not be construed or considered in interpreting any term or provision of this Agreement. Except as otherwise provided herein, all references to sections contained herein are references to sections of this Agreement.

3.6 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maine, excluding conflicts of law principles which would refer to the laws of another jurisdiction.

3.7 Notices. Any notice, request, demand or statement made under this Agreement shall be in writing and deemed given when delivered by hand, registered or certified mail with postage prepaid, telegraph, telecopy or nationally recognized overnight courier directed to the following addresses:

Maine Energy	Maine Energy Recovery Company, LP PO Box 401 Biddeford, ME 04005
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With a copy to	Casella Waste Systems, Inc 25 Greens Hill Lane Rutland, VT 05701 Attn: General Counsel
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City	City of Saco Attn: City Administrator 300 Main Street Saco, ME 04072
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With a copy to	City of Saco Attn: City Attorney 300 Main Street Saco, ME 04072
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or at such other address as a party may, from time to time, designate in writing.

3.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original instrument, but all such counterparts together will constitute but one agreement.

3.10 Modifications. No modifications or amendments to this Agreement shall be valid unless in writing and signed by the parties, their respective successors or assigns.

3.11 Severability. If the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition shall be held invalid by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their applications shall not be affected thereby and shall remain in full force and effect.

3.12 Integration. The terms and provisions contained in this Agreement between Maine Energy and the City constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous and contemporaneous communications, representations, or similar agreements, either verbal or written, between the parties with respect to such subject matter.

3.13 No Rights Conferred on Others; Assignment. Nothing in this Agreement shall be construed as giving any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, governmental entity or quasi-governmental entity, other than the parties hereto, and their successors and assigns, any right, remedy or claim under or in respect to this Agreement, or any provision hereof, Maine Energy shall be entitled to assign this Agreement (a) without the City's consent in connection with the sale or other transfer of substantially all of the assets associated with the Facility, and (b) otherwise with the City's consent, which consent may not be unreasonably withheld, delayed or conditioned.

3.14 Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

3.15 Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

**MAINE ENERGY RECOVERY  
COMPANY, LP**

**CITY OF SACO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Richard Michaud  
City Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Roland Michaud  
Mayor

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Agreement on and as of the date first above written.

**E. Naming Fire Lane 14**

It has come to the City of Saco E911 addressing officer's attention that the postal service and other delivery services have encountered difficulties in locating homes off the private "right of way" known as Fire-lane 14. Currently, all abutters who reside off Fire-lane 14 have a Buxton Road address with the alpha character "R" in the address line for "rear lots".

The Assessor's Office has written to all abutters on three separate occasions in 2008 explaining this issue and our recommended solution. It is apparent that not all Fire-lane 14 abutters can agree upon the new name for Fire-lane 14. Therefore, the Assessor's Office has compiled a few names which were brought forth by some Fire-lane 14 abutters. The Assessor's Office respectfully requests the City Council review these names and select a name for Fire Lane 14.

Once a name is chosen, all abutters will have a new physical address assigned to them and will be notified of their change as well as all City of Saco departments, the United Postal Service and the Maine Enhanced 9-1-1 GIS coordinator.

Councilor Mills moved, Councilor Smith seconded, that it be Ordered that the City Council name Fire Lane 14 **Balsam Lane** as a private way and not a public way. Further move to approve the Order. The motion passed with seven (7) yeas.

**Exhibit 1: Proposed names for Fire-lane 14 submitted by abutters**

<b><u>Street name:</u></b>	<b><u>Recommended by:</u></b>	<b><u>Address:</u></b>
<b>Cassette Lane</b>	Gillis Poirier et al	156 Buxton Rd.
<b>Hide Away Lane</b>	Debra A. Labelle	158R Buxton Rd.
<b>Adesa Lane</b>	Julie Noble	160R Buxton Rd.
<b>Balsam Lane</b>	Assessor's Office	

**VII. CONSENT AGENDA**

**A. Application to Operate a Game of Chance BPOE #1597 – Cribbage**

**Biddeford-Saco Elks 1597** has applied for a license to operate a Game of Chance: Cribbage from January 1, 2009 to December 31, 2009.

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

Be it Ordered that the City Council grant the application for a License to Operate a Game of Chance: Cribbage from January 1, 2009 to December 31, 2009, as submitted by Biddeford-Saco Elks 1597.

**B. Certification of Election Results – November 4, 2008**

The election results are being submitted to Council for Certification as required by Section 7.03 b. of the Charter of the City of Saco.

Be it Ordered that the City Council approve the results of the November 4, 2008 election as presented.

**STATE OF MAINE  
CITY OF SACO  
GENERAL - REFERENDUM - MUNICIPAL  
NOVEMBER 4, 2008**

\* Note - These are unofficial results until the City Clerk verifies the totals tomorrow morning.

\* Note - Ward 8 are the absentee ballots that were processed at the City Hall on 11/3/2008.

**PRESIDENT & VICE-PRESIDENT**

<u>OF THE UNITED STATES</u>	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
McCAIN, JOHN & PALIN, SARAH	REP.	485	498	337	424	353	288	229	760	3374
McKINNEY, CYNTHIA & CLEMENTE, ROSA	GRN. INDPT.	1	3	4	1	9	3	7	5	33
NADER, RALPH & GONZALEZ, MATT	INDPT.	12	15	13	8	17	14	19	36	134
OBAMA, BARACK & BIDEN, JOE	DEM.	773	713	578	585	682	637	578	1911	6457
<b>TOTALS</b>		<b>1271</b>	<b>1229</b>	<b>932</b>	<b>1018</b>	<b>1061</b>	<b>942</b>	<b>833</b>	<b>2712</b>	<b>9998</b>

**UNITED STATES SENATOR**

	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
ALLEN, THOMAS H.	DEM.	477	428	354	370	446	447	393	1380	4295
COLLINS, SUSAN M.	REP.	777	798	563	627	597	485	426	1264	5537
<b>TOTALS</b>		<b>1254</b>	<b>1226</b>	<b>917</b>	<b>997</b>	<b>1043</b>	<b>932</b>	<b>819</b>	<b>2644</b>	<b>9832</b>

**REPRESENTATIVE TO CONGRESS - DIST #1**

	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
PINGREE, CHELLIE	DEM.	635	553	464	424	560	534	500	1609	5279
SUMMERS, CHARLES E.	REP.	621	658	454	569	493	392	317	1063	4567
<b>TOTALS</b>		<b>1256</b>	<b>1211</b>	<b>918</b>	<b>993</b>	<b>1053</b>	<b>926</b>	<b>817</b>	<b>2672</b>	<b>9846</b>

**STATE SENATOR - DIST #5**

	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
CUSHING, JOHN W.	REP.	394	416	287	309	321	238	209	650	2824
HOBBINS, BARRY J.	DEM.	842	780	612	665	712	663	593	1960	6827
<b>TOTALS</b>		<b>1236</b>	<b>1196</b>	<b>899</b>	<b>974</b>	<b>1033</b>	<b>901</b>	<b>802</b>	<b>2610</b>	<b>9651</b>

**REP. TO THE LEGISLATURE - DIST #133**

	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
KEWISH, CHARITY A.	REP.	0	0	193	317	50	222	109	282	1173
PILON, DONALD E.	DEM.	0	0	391	649	116	671	381	1022	3230
<b>TOTALS</b>		<b>0</b>	<b>0</b>	<b>584</b>	<b>966</b>	<b>166</b>	<b>893</b>	<b>490</b>	<b>1304</b>	<b>4403</b>

**STATE OF MAINE  
CITY OF SACO  
GENERAL - REFERENDUM - MUNICIPAL  
NOVEMBER 4, 2008**

**REP. OF THE LEGISLATURE - DIST #134**

	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
SCOTT, ALLENE J.	REP.	368	372	98	0	238	0	89	361	1526
VALENTINO, LINDA M.	DEM.	863	812	201	0	621	0	211	931	3639
<b>TOTALS</b>		<b>1231</b>	<b>1184</b>	<b>299</b>	<b>0</b>	<b>859</b>	<b>0</b>	<b>300</b>	<b>1292</b>	<b>5165</b>

**JUDGE OF PROBATE**

	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
BAILEY, DONNA	DEM.	1059	1033	819	819	917	819	730	2310	8506
<b>TOTALS</b>		<b>1059</b>	<b>1033</b>	<b>819</b>	<b>819</b>	<b>917</b>	<b>819</b>	<b>730</b>	<b>2310</b>	<b>8506</b>

**REGISTER OF PROBATE**

	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
LOVEJOY, CAROL J.	REP.	563	605	393	512	459	368	303	995	4198
MILLS, BOBBY	DEM.	599	519	477	392	535	503	466	1516	5007
<b>TOTALS</b>		<b>1162</b>	<b>1124</b>	<b>870</b>	<b>904</b>	<b>994</b>	<b>871</b>	<b>769</b>	<b>2511</b>	<b>9205</b>

**COUNTY TREASURER - 2 YR. TERM**

	<u>PARTY</u>	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
BROWN, ALAN C.	GRN. INDPT.	264	296	236	189	235	228	221	492	2161
WOOD, FRANK P.	DEM.	868	809	622	677	533	631	537	1947	6624
<b>TOTALS</b>		<b>1132</b>	<b>1105</b>	<b>868</b>	<b>866</b>	<b>768</b>	<b>859</b>	<b>758</b>	<b>2439</b>	<b>8785</b>

**STATE REFERENDUM QUESTIONS**

**QUESTION ONE: PEOPLE'S VETO**

Do you want to reject the parts of a new law that change the method of funding Maine's Dirigo Health Program through charging health insurance companies a fixed fee on paid claims and adding taxes to malt liquor, wine and soft drinks?

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
YES	830	854	619	603	728	561	502	1607	6304
NO	428	367	380	382	324	357	314	974	3526
<b>TOTALS</b>	<b>1258</b>	<b>1221</b>	<b>999</b>	<b>985</b>	<b>1052</b>	<b>918</b>	<b>816</b>	<b>2581</b>	<b>9830</b>

STATE OF MAINE  
CITY OF SACO  
GENERAL - REFERENDUM - MUNICIPAL  
NOVEMBER 4, 2008

**QUESTION TWO: CITIZEN INITIATIVE**

Do you want to allow a certain Maine company to have the only casino in Maine, to be located in Oxford County, if part of the revenue is used to fund specific state programs?

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
YES	697	663	533	432	565	515	456	1223	5084
NO	566	563	370	553	495	414	362	1379	4702
<b>TOTALS</b>	<b>1263</b>	<b>1226</b>	<b>903</b>	<b>985</b>	<b>1060</b>	<b>929</b>	<b>818</b>	<b>2602</b>	<b>9786</b>

**QUESTION THREE: BOND ISSUE**

Do you favor a \$3,400,000 bond issue to support drinking water programs, to support the construction of wastewater treatment facilities and to leverage \$17,000,000 in other funds?

*Total estimated life time cost is \$4,241,500 representing \$3,400,000 in principal and \$841,500 in interest (assuming interest at 4.5% over ten years).*

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
YES	595	548	457	573	543	531	454	1435	5136
NO	635	642	417	393	493	373	343	1105	4401
<b>TOTALS</b>	<b>1230</b>	<b>1190</b>	<b>874</b>	<b>966</b>	<b>1036</b>	<b>904</b>	<b>797</b>	<b>2540</b>	<b>9537</b>

BOARD OF EDUCATION  
**WARD 3 - THREE YR. TERM**  
JONES, SHIRLEY J.

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
TOTALS	0	0	879	0	0	0	0	315	1194
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>879</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>315</b>	<b>1194</b>

BOARD OF EDUCATION  
**WARD 4 - THREE YR. TERM**  
GALLI, DAVID

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
TOTALS	0	0	0	901	0	0	0	456	1357
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>901</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>456</b>	<b>1357</b>

STATE OF MAINE  
CITY OF SACO  
GENERAL - REFERENDUM - MUNICIPAL  
NOVEMBER 4, 2008

BOARD OF EDUCATION  
**WARD 7 - THREE YR. TERM**  
JOHNSTON, ELIZABETH C.

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
TOTALS	0	0	0	0	0	0	769	319	1088
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>769</b>	<b>319</b>	<b>1088</b>

**MUNICIPAL RSU REFERENDUM QUESTION**

**QUESTION #1**

Do you favor approving the school administrative reorganization plan prepared by the Dayton, Old Orchard Beach and Saco Reorganization Planning Committee to reorganize the Dayton School Department, Old Orchard Beach School Department and Saco School Department into a regional school unit, with an effective date of July 1, 2009?

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
YES	862	812	636	707	739	633	541	1916	<b>6846</b>
NO	380	404	286	257	310	280	270	657	<b>2844</b>
<b>TOTALS</b>	<b>1242</b>	<b>1216</b>	<b>922</b>	<b>964</b>	<b>1049</b>	<b>913</b>	<b>811</b>	<b>2573</b>	<b>9690</b>

	<u>WARD 1</u>	<u>WARD 2</u>	<u>WARD 3</u>	<u>WARD 4</u>	<u>WARD 5</u>	<u>WARD 6</u>	<u>WARD 7</u>	<u>WARD 8</u>	<u>GR. TOTAL</u>
<b>Total Votes Cast</b>	<b>1298</b>	<b>1263</b>	<b>952</b>	<b>1016</b>	<b>1080</b>	<b>956</b>	<b>845</b>	<b>2801</b>	<b>10211</b>

**C. Notice of Election – Special Election/RSU Board of Education City of Saco, February 10, 2009**

The Notice of Election is submitted to Mayor and Council authorizing the Special Election/RSU Board of Education, City of Saco scheduled for February 10, 2009.

The Clerk, as required by MRSA Title 20-A §1472-A, has prepared the Notice of Election which will be posted, at all polling places, on January 30, 2009 by Chief Paul or his designee.

Be it Ordered that the Warrant titled, ‘City of Saco – City Warrant – Secret Ballot Election for Initial Regional School Unit Board’ presented for the election of the initial directors of a regional school unit pursuant to 20-A MRSA §1472-A be approved; and that a secret ballot election in this City be held on February 10, 2008 as more particularly provided in the Warrant”.

**CITY OF SACO  
CITY WARRANT  
SECRET BALLOT ELECTION FOR INITIAL REGIONAL SCHOOL UNIT BOARD**

York, ss.

State of Maine

To: Bradley Paul, Chief of Police of the City of Saco:

You are hereby required in the name of the State of Maine to notify the voters of the City of Saco of the Secret Ballot Election described in this warrant.

**TO THE VOTERS OF THE TOWN OF SACO:**

You are hereby notified that a Secret Ballot Election in this municipality will be held at Community Center, 75 Franklin Street at 7:00 a.m. to 8:00 p.m. on February 10, 2009, to act on Article 1 and by secret ballot on Article 2, as follows:

To elect four (4) Directors to the regional school unit board of RSU #23 pursuant to 20-A MRSA § 1472-A.

The polls shall be opened immediately after the election of the moderator at 7:00 A.M. and closed at 8:00 P.M.

The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list, to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.  
Signed and dated at the City of Saco, December 15, 2008.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Municipal Officers

A true copy of the Warrant,  
Attest: \_\_\_\_\_  
Lucette S. Pellerin, City Clerk

**E. Rescue Purchase**

The Fire Department is seeking approval to secure bids and award the purchase of a 2009 Ford F-450 type III rescue to replace Rescue 2, a 2001 model year type III. Rescue 2 has 103,000 miles which is the highest mileage Rescue in the Department's history. Since the department has begun manning two rescues due to increased call volume the mileage and usage of the backline rescue has increased significantly. This is a scheduled replacement and funding will be from the ambulance fund. This rescue is scheduled to be replaced in the 2010 budget cycle however due to high mileage of rescue 2, delivery time, and availability of suitable chassis we are seeking approval to begin the replacement process early.

Be it Ordered that the City Council authorize the purchase of a 2009 Type 3 Rescue for the Fire Department.

**F. Strategic Plan Amendment**

The intent of this plan is to provide strategic direction for the management of the City and to align departmental objectives with this direction. The City Council met in January, 2008, and completed the objective setting process whereby prioritizing the projects and activities included in this Strategic Plan.

In addition to adding the 2008 -2009 strategic objectives from the City Council, Departments have added their new 2008 -2010 objectives with milestones.

Be it Ordered that the City Council adopt the document titled, ‘City of Saco Strategic Plan – Amended November 2008’.

Councilor Bastille requested that Consent Agenda Item **D** be considered separately from the other items.

Councilor Smith moved, Councilor Bastille seconded to approve Consent Agenda Items A, B, C, E and F. The motion passed with seven (7) yeas.

**D. Confirm the Mayor’s Reappointments to the Saco River Corridor Commission**

The Bylaws of the Saco River Corridor Commission state that members of the Commission shall serve three-year terms. The City of Saco membership is scheduled to expire.

With the knowledge that the strength of the Commission is solely in the hands of the individuals the municipalities appoint to represent their community on this Board, the Council is being asked to approve the Mayor’s suggested reappointment of Mark Johnston, who has served three previous terms, to the Saco River Corridor Commission, effective December 15, 2008, for a period of three years and expiring on December 14, 2011. The Council is also being asked to confirm the reappointment of Councilor Margaret Mills, to serve as Mark Johnston’s alternate to the Saco River Corridor Commission for the period of three years effective December 15, 2008 and expiring on December 14, 2011.

Councilor Lovell moved, Councilor Smith seconded, that it be Ordered that the City Council confirm the Mayor’s reappointment of Mark Johnston to the Saco River Corridor Commission and Councilor Peg Mills, as Alternate effective December 15, 2008, for a term of three years expiring on December 14, 2011. The motion passed with six (6) yeas and one (1) abstention. Councilor Mills abstained.

VIII. Councilor Mills moved, Councilor Morton seconded that it be Ordered that the City Council, Pursuant to [1 M.R.S.A. Chapter 18, Subchapter 1, §405 (6) (D)] move to enter into Executive Session: to discuss Labor Contracts with City negotiator. The motion passed with seven (7) yeas. TIME: 7:51 p.m.

IX. Upon return from the executive session at 9:27, by unanimous consent, Mayor Roland Michaud conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith, Jr. Ronald Morton, Sandra Bastille, Arthur Tardif, Eric Cote and Marston Lovell.

**a. Report from Executive Session**

A report was not given regarding the executive session.

**X. ADJOURNMENT**

The meeting was adjourned at 9:28 by unanimous consent.

ATTEST: \_\_\_\_\_  
Lucette S. Pellerin, City Clerk