STATE OF MAINE        CITY OF SACO

I. CALL TO ORDER – On Monday, September 15, 2014 at 7:00 p.m. a Council Meeting was held in the
City Hall Auditorium.

II. ROLL CALL OF MEMBERS – Mayor Donald Pilon conducted a roll call of the members and
determined that the Councilors present constituted a quorum. Councilors present: David Precourt, Leslie Smith Jr.,
Bette Brunswick, Kevin Roche, Arthur Tardif, Eric Cote and Nathan Johnston. Acting City Administrator Peter
Morelli was also present.

III. PLEDGE OF ALLEGIANCE
IV. GENERAL:
V. AGENDA:
   A. CHARTER AMENDMENTS ARTICLE II, §2.01 COMPOSITION AND COMPENSATION
      OF MUNICIPAL OFFICERS – (PUBLIC HEARING)

Proposed to the City Council is a Charter Amendment with regard to Article II – Mayor and the City Council- §2.01
Composition of Municipal Offices and Compensation.

Added to the Charter is the proposed language that the Mayor and City Council shall receive an annual salary,
payable quarterly, “or such additional compensation and benefits but not in an amount exceeding their annual
salary”, as shall be fixed by 5 members of the city council from time to time. As well, some additional
housekeeping changes are included.

Councilor Johnston moved, Councilor Precourt seconded to open the Public Hearing. The motion passed with
unanimous consent.

There were no comments.

Councilor Johnston moved, Councilor Brunswick seconded to close the Public Hearing and “Be it Ordered that the
City Council approve the document titled, ‘Amendments Chapter C. Charter, Article II. Mayor and the City
Council, §2.01 Composition of Municipal Offices and Compensation, Dated September 2, 2014’ and further Order
that Amendments be placed on a ballot at the next special municipal election held at least 30 days after the order is
passed”. Further move to approve the Order. The motion passed with four (4) yeas and three (3) nays – Councilors
Smith, Cote and Johnston.

“Amendments Chapter C. Charter, Article II. Mayor and the City Council, §2.01 Composition of
Municipal Offices and Compensation, Dated September 2, 2014”

(Note that strike-through represents language to be deleted, while underline represents language to be added.)

Chapter C. Charter
Article II. Mayor and the City Council
§2.01 Composition of Municipal Offices and Compensation

There shall be a Mayor and a City Council consisting of seven members, one from each ward. The
Mayor and members of the City Council shall constitute the municipal officers of the City
for all purposes required by statute and perform all duties required of municipal officers under
the laws of the State. The Mayor and City Council shall receive an annual salary, payable
quarterly, or such additional compensation and benefits but not in an amount exceeding their
annual salary, as shall be fixed by 5 members of the city council from time to time. The Mayor
On November 6, 2013, the Saco citizens voted (2,996 yes - 977 no) in favor of the City of Saco withdrawing from the Regional School Unit No. 23 (RSU 23). The approved Withdrawal Agreement dated August 1, 2013 was certified by the Department of Education on November 18, 2013. The Withdrawal Agreement describes the process for School Board member elections and budget adoption.

The City Council and School Board support a Charter amendment that will create a School Department. Subsequent to the formation of Regional School Unit 23, approved by voters on November 4, 2008, the citizens voted on November 2, 2010, to approve and ratify the Charter Amendments to Article VI Board of Education, Article VI Financial Procedures §6.02-6.04, and Article VII Elections §7.02, dated February 16, 2010, and Article VII, Elections §7.02, dated August 16, 2010, removing all Board of Education references in the Charter.

In summary, the proposed charter amendments remove the Regional School Unit 23 from the charter and replace it with a School Department; create a School Board; and describe how members are elected as well as their duties and powers. The budget adoption process is added to the Charter as well.

If the Charter is not amended; what is the process for adopting the School Budget? The Withdrawal Agreement between the City of Saco Withdrawal Committee and the RSU 23 dated August 1, 2013, describes these processes. The document can be found at this web site:

http://www.sacomaine.org/departments/administration/RSU/FinalSacoWithdrawalAgreement.pdf

Councilor Precourt moved, Councilor Johnston seconded to open the Public Hearing. The motion passed with unanimous consent.

Mayor Pilon asked City Solicitor Tim Murphy to step forward. Mayor Pilon asked Mr. Murphy to explain to the members and constituents sitting here what the difference is between the words “shall, will and can” that are referenced in this document. Mr. Murphy noted that can would be permissive, meaning it is not an obligation. Shall is almost always interpreted as mandatory, and “must” could also be substituted for this word. Will is generally interpreted the same way as “shall”. It is an affirmative action that will take place. It’s usually not read as permissive. I’m not sure as to what particular parts of the document you are referring to, but this is a general way these words would be interpreted. Mayor Pilon noted that throughout the document they use the word “shall” in various parts of the Charter Amendment. For example the 2nd Proposed Amendment states “The Mayor shall sit as”, and throughout the document they keep using the word shall. Mr. Murphy noted this means “you will”.

There were no comments from the public.

1ST AMENDMENT - Councilor Precourt moved, Councilor Brunswick seconded “Be it Ordered that the City Council approve the following amendment to §4.01 e. Compensation: The Mayor shall receive salary and compensation as other members of the School Board in addition to, and not lieu of, any salary and compensation described in Section 2.01 of this Charter.” Further move to approve the order. The motion passed with five (5) yeas and two (2) nays – Councilors Cote and Tardif.

2ND AMENDMENT - Councilor Precourt moved, Councilor Brunswick seconded “Be it ordered that the City
council approve the following amendment to §4.01 g. The Mayor shall sit as an ex officio member of the Chair…

The motion passed with six (6) yeas and one (1) nay – Councilor Brunswick.

3RD AMENDMENT - Councilor Precourt moved, Councilor Brunswick seconded “Be it ordered that the City Council approve the following amendment to §4.01 h …the second council meeting in February March…; and further move to approve the following amendment to Article VI Financial Procedures §6.02. Submission of budget….. ‘At the second City Council Meeting in February March.’” Further move to approve the Order. The motion passed with seven (7) yeas.

4TH AMENDMENT – Councilor Precourt moved, Councilor Brunswick seconded “Be it ordered that the City Council approve the following amendment to Article VI Financial Procedures §6.06 City Council Action b. ‘Prior to adoption of the School Department Budget, the City Council may only increase or decrease the total amount spent on any budget category established under law but it may not otherwise amend programs or programming, personnel or any other category, which authority is reserved to the School Board. The motion failed with three (3) yeas and four (4) nays – Councilors Precourt, Smith, Brunswick and Tardif.

David Tripp, 346 Buxton Road – Mr. Tripp stated a “Point of order”. This is still a public hearing and you have not closed the public hearing yet you are voting on amendments. This public hearing should have been closed a long time ago before you gentleman and ladies started making these amendments and voting. You would hear what the public had to say, close the public hearing and then have these debates and make the motions. This is still a public hearing, so you are actually all out of order. Councilor Roche stated that he thought the public hearing had been closed and they then started voting on the amendments. Mr. Tripp asked the City Clerk if the public hearing had been closed. The Clerk replied “No” it hadn’t. Mr. Tripp stated that all the motion that were made were out of order and the Council needed to go back and close the public hearing and do this all over again. Acting City Administrator Peter Morelli stated “Not at all”. Basically what they did was give additional opportunities for public comment. They asked for public comment longer than they probably should have, but what is wrong with that? Mr. Tripp referred to Robert’s Rules.

Councilor Brunswick moved, Councilor Smith seconded to close the Public Hearing. The motion passed with seven (7) yeas.

Councilor Precourt moved, Councilor Brunswick seconded “Be it ordered that the City Council approve the amendments and document titled, ‘Charter Amendments Board of Education dated June 10, 2014’, and further Order that Amendments be placed on a ballot at the next special municipal election held at least 30 days after the order is passed”. Further move to approve the Order. The motion passed with seven (7) yeas.

Charter Amendments Board of Education Dated June 10, 2014

(Note that strikethrough represents language to be deleted, while underline represents language to be added.)

Article IV. Board of Education


Section 4.01. Regional School Unit School Department and School Board.

a. (Reserved) The governance of the Saco School Department, and the Saco Municipal School Administration Unit, approved by the voters shall be vested in its school committee, the Saco School Board (“School Board”).

b. (Reserved) The School Board shall consist of seven Board Members each serving a three two year term, and -each ward of the City will be represented by a Member who must be a resident of that ward.
c. Powers and Duties. The School Board shall have such powers and duties as are conferred by law upon Municipal School Administrative Units, school committees, in regard to the care, management and operation of the public schools, except as otherwise provided in this Charter, including the authority to create an annual School Budget as required under State law, including the appointment, removal and setting of compensation for the Superintendent of Schools. The School Board shall furnish (line by line) budget estimates in detail of the several sums required during the ensuing budget year for the support of the public schools and shall make such financial and activity reports in writing whenever and in such form to the City Administrator as he may require and to the Mayor and the City Council at their request.

d. Procedure. The School Board shall adopt rules and orders for its procedure, except in no event shall the School Board conduct a meeting without at least 4 members being present. It shall maintain a journal and publically report therein its proceedings and decisions. The journal or authenticated copies thereof shall be on file at the office of the Superintendent of Schools and the City Clerk. It shall meet at least monthly.

e. Compensation. The members of the School Board shall receive the same salary as the City Council, as described in Section 2.01 of this Charter. The Mayor shall receive salary and compensation as other members of the School Board in addition to, and not lieu of, any salary and compensation described in Section 2.01 of this Charter.

f. (Reserved) One Board Member shall be elected from each ward of the City., and their election shall take place at the same time as the election for City Councilors, Ward Clerks and Wardens. The election shall be governed by Article VII of this Charter. Their terms of office shall commence the first Monday in December, and shall expire three years thereafter, except as set forth below to effect a staggered board. If a vacancy in the office of School Board Member arises prior to the normal expiration of term by virtue of resignation, death, forfeiture of office as described in Section 2.06 (b) of this Charter, change of residence from the ward from which elected, or if a Member should miss three consecutive meetings without excuse, the vacancy in office shall be filled as follows:

1. If less than one year of the office holder’s term remains, the School Board shall appoint a resident from the affected Ward;

2. If more than 1 year of the office holder’s term remains, the City Clerk shall schedule and conduct a special election for residents of the affected Ward to select a new School Board Member.

g. (Reserved) The Mayor shall sit as an ex officio member of the Chair of the School Board but shall have no vote except in the case of a tie. The Mayor may not make motions, but may request matters be added to an agenda for School Board consideration.

h. (Reserved) Commencing with the 2014 – 2015 School Year Budget, the School Board shall adopt and submit to the City Council, at not later than the second Council meeting in February-March of each year, a proposed annual School Budget for school operations, programming and anticipated capital expenses that conforms to the requirements of State law and this Charter. The School Budget shall detail anticipated costs, including existing and proposed debt service for capital projects, all surplus funds remaining from any prior year, all anticipated revenue for the coming year, and shall be reasonably detailed as described in Section 6.04 of the Charter and shall set forth those requirements and details as required by State law. The Council shall take action on the budget as set forth in Section 6.06 of the Charter, except the City Council may only increase or decrease a proposed line item by 4%. No such budget shall be submitted to the City Council for approval until the School Board has conducted at least one public hearing on its proposed budget. Such proposed budget shall be published by the School Board to the public not less than 14 days before its public hearing.
In respect and consideration of Public Law 2007, Chapter 240, as codified by the Legislature in 20 A MRS Section 1451 et seq., and with the creation of Regional School Unit 23, and following vote of the City on November 4, 2008 to join said Regional School Unit, the Saco Board of Education is hereafter dissolved. The City Council shall direct the City Administrator to negotiate and implement a Facilities Policy under which the School Board may manage and operate for educational purposes those existing school buildings owned by the City of Saco.

Sections a through e above are hereby repealed.

Nomination, Elections and Recalls. The election of Saco’s representative members to Regional School Unit 23 shall be governed by Article 7 and Article 9 of this Charter. The recall of any such representative member shall be governed by Article 8 of this Charter.

Article VI
Financial Procedures

Section 6.01. Fiscal Year.

The fiscal year of the City shall begin on the first day of July and end on the last day of June the ensuing year.

Section 6.02. Submission of Budgets.

At the second City Council meeting in FebruaryMarch of each year, the City Administrator and School Board shall each submit to the City Council their respective sections of the Municipal budgets (City and School Department) for the ensuing fiscal year along with an accompanying budget message. The School Department Budget shall be broken into those categories or cost centers as required and described from time to time under State law.

Section 6.03. Budget Messages.

The City Administrator’s and the School Board’s messages shall explain their respective budget in fiscal terms and in terms of work programs. They shall describe the important features of the budget, indicate any major changes from the current year in expenditures and revenues together with the reasons for such changes, summarize the City’s or School Department’s debt position, and include such other materials as the City Administrator and School Board may deem desirable or the Mayor and the City Council shall request.

Section 6.04. Municipal Budget.

The annual Municipal budget shall be submitted to the City Council in two parts, one by the City Administrator and one by the School Board. The School Department Budget shall include the School Board’s estimated cost for operations of the School Departmentpublic schools for the ensuing year, including capital expenditures, priorities, and debt costs. The City Budget shall include the City Administrator’s estimated costs for operations of the City for the ensuing year, including capital expenditures, priorities and debt costs. The combined Municipal budget, including the section submitted by the School Board, shall be in such form as the City Council may require, except as otherwise required by law or this Charter.

At the second regular meeting of the City Council in MarchApril of each year, the City Administrator shall submit to the City Council a summary of the two parts of the Municipal budget previously submitted to the City Council by the School Board and the City Administrator, of the Municipal budget which summary shall be itemized further by principal sources of anticipated revenue, and which shall state separately the amount to be raised by property tax. It shall be itemized also by departments and kinds of expenditures in such a manner as to present to the taxpayers a simple and clear summary of the detailed estimates of the budget.

The summary of the proposed Municipal budget shall be published at least once in one or more newspapers of general circulation in the City within the two –week period following submission to the City Council. [Amended 11-6-1984; 11-5-1996]
Section 6.06 City Council Action on the Municipal Budget.

a. Notice and Hearing. The City Council shall publish at least once in one or more newspapers of general circulation in the City the following:

1. The time and place where copies of the messages and budgets are available for inspection by the public.

2. A copy of the proposed Municipal Budget prepared in such a manner as to present to the taxpayers a simple and clear summary of the detailed estimates of the budget. This publication shall take place fourteen (14) days prior to the date of each public hearing on the budget.

3. The time and place, not less than two weeks after such publication, for a public hearing on the Municipal Budget.

b. Amendment before Adoption. At the next regular or special City Council meeting, at least seven (7) days after the public hearing, the City Council may amend the Municipal Budget as set forth herein, with or without amendment. In amending the Municipal portion of the budget, the Council shall have the discretion to may add or increase or decrease programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law, or for debt service or for estimated cash deficit. Prior to adoption of the School Department Budget, the City Council may only increase or decrease the total amount spent on any budget category established under law but it may not otherwise amend programs or programming, personnel or any other category, which authority is reserved to the School Board.

c. Adoption. The City Council shall, by order, adopt the Municipal Budget at a Special Council Budget Meeting the second week of May on or before the first regular City Council meeting in June. This budget shall be subject to any applicable state law governing budget validation referenda. Until the Municipal Budget is finally adopted, and if applicable approved by the voters, the amounts appropriated for the previous year shall be deemed adopted for the current fiscal year on a month-to-month basis, except to the extent that sections 1487 and 2307 of Maine Title 20-A apply to the School Department Budget. Adoption and approval of the Municipal Budget shall constitute appropriations of the amounts specified therein as the amount to be raised by the property tax shall constitute a determination of the amount of the tax levy.

[Amended 11-5-1996]

Article VII

Elections

Section 7.01. City Elections.

a. Regular City Elections. Regular City elections shall be held biennially annually on the first Tuesday after the first Monday in November.

b. Qualified Voters. All citizens qualified by the Constitution and the laws of the State of Maine to vote in the City and who satisfied requirements for registration prescribed by the law shall be qualified voters of the City within the meaning of the Charter.

c. Conduct of Elections. Except as otherwise provided by this Charter, the provisions of the general election laws of the State of Maine shall apply to elections held under this Charter. All elections provided for by the Charter shall be conducted by election authorities as established by law.

Section 7.02. Candidates.
a. Elective Offices. The following officers shall be elected for the City:

1. A Mayor
2. Seven Ward Councilors
3. Seven Wardens
4. Seven Ward Clerks
5. Four Seven Ward Members of Regional School Unit No. 23 or its successor the Saco School Board. [Added 11-2-2010]

b. Nomination by Petition. The nomination of candidates for Mayor shall be made by nomination petition. A candidate for Mayor shall become qualified by filing a nomination petition signed by 200 qualified voters in the City. The nomination of candidates for the elective offices of councilor, School Board Member, warden, and ward clerk shall be made by nomination petition. A candidate for nomination to the elective office of councilor, warden, ward clerk and School Board Member shall become qualified by filing a nomination petition signed by 35 qualified voters from his/her respective ward. Signatures of City residents living outside the applicable ward of the candidate shall not be counted towards the required total of 35. Nomination petition shall be filed in the office of the City Clerk at least sixty (60) days prior to the date of the municipal election. The nomination and election of these offices shall be non-partisan.

c. The City Clerk shall cause specimen ballots to be posted in public places in each ward and at City Hall. These ballots shall contain the names of certified candidates with residence of each and office for which they are a candidate. Such ballots shall be without party mark or designation.

d. Wardens and Ward Clerks. The Wardens and Ward Clerks shall serve for two (2) year terms concurrent with the terms of the members of the City Council.

e. Members of the Regional School Unit 23. The nomination of a candidate for the Regional School Unit 23, shall become qualified by filing a nomination petition signed by at least thirty-five (35) qualified voters in the City of Saco, filed in accordance with the provision of sections (b) or (c) above. [Amended 11-2-2004; 11-2-2010] The seven members of the Saco School Board shall serve three (3) year terms concurrently with the term of members of the City Council, and the election for this office shall be non-partisan. One person from each Ward of the City shall be elected by ballot, but no name may be placed upon the ballot until a nomination petition is completed as provided in Section b above.

f. For the sole purpose of creating a staggered composition to the School Board, the first municipal election to be held hereafter shall be for all seven wards, but the even numbered wards shall elect candidates for terms of only two (2) years notwithstanding any other provisions of this Charter, and the odd numbered wards shall elect candidates for terms of three (3) years. At the expiration of all such terms, including those of the even numbered wards, each election for office of School Board Member thereafter shall be for a term of three (3) years.

g. The nomination of all candidates for the Members of the Regional School Unit 23, or its successor Board of Education shall be by petition as provided in e above. All qualifying candidates will be listed in the ballot in alphabetical order, in the general municipal election. The nomination and election for this office shall be non-partisan. [Amended 11-3-1981; 11-5-2002; 11-2-2004; 11-2-2010] For the sole purpose of creating a staggered School Board, the For

Section 7.03. Determination of Results.

Editor’s Note: Former Subsection 3, which provided for seven members of the Board of Education, as amended 11-5-2002, was repealed 11-2-2010. This amendment also redesignated former Subsections 4 and 5 as Subsections 3 and 4, respectively.
a. Plurality. The candidate receiving the greatest number of votes shall be deemed elected provided he qualifies as required herein.

b. Certified by City Council. As required by law, the City Council shall certify the results of the City election.

c. Appeals. Appeals from the action of the City Council in certifying City elections may be made to the courts in the manner provided by law.

Section 7.04. Voting Devices.

The City Council may provide for the use of mechanical or other devices for voting or counting the votes not inconsistent with the law.

Article VIII.

General Meetings, Initiative and Referendum Recall

Section 8.01. General Meetings.

General meetings of the citizens qualified to vote in the City affairs may from time to time be held to consult upon the public good, to advise their representatives, and to request them to take all lawful measures to obtain redress of any grievances according to the rights secured to the people of the State by the Constitution of this State. Such meetings shall be duly warned as provided by law by the Mayor and the City Council upon request of fifty qualified voters. The City Clerk shall act as Clerk of such meetings and record the proceedings upon the City records.

Section 8.02. Initiative and Referendum.

The City Council shall within 12 months of the effective date of this Charter, in accordance with the provisions of the Constitution of the State of Maine, Article IV, Part 3, Section 21, enact an ordinance relating to initiative and referendum for the electors of the City in regard to its municipal affairs.

Section 8.03. Recall.

a. Power of Recall. Any elected official, including Mayor, City Councilor, Ward Clerk, Warden, or School Board Member, may be recalled and removed from office by the qualified electors of the City as herein provided.

b. Affidavit for Recall. Any fifty (50) voters of the City, or, in case of a Ward Councilor, School Board Member, Warden or Ward Clerk, any fifty (50) voters from the respective Ward, may make and file with the City Clerk an affidavit containing the name or names of the member or members whose removal is sought and a general statement of the reasons why such removal is desired.

c. Petition for Recall. The City Clerk shall thereupon prepare petition blanks for such removal with a copy of said affidavit and general statement printed thereon or attached thereto, which shall contain the signature of said City Clerk, his official seal, shall be dated, addressed to the City Council, and contain the name or names of the person or persons whose removal is sought. The City Clerk shall file said petition blanks and shall, during office hours for twenty (20) business days thereafter, keep the same open for signatures by qualified voters of the City and no such petition blanks shall be signed or presented for signature at any place other than the City Clerk's office.

d. Number of Signatures. To be effective in the case of the Mayor or members of the Regional School Unit 23, or its successor, Saco School Board, the recall petition must be signed by not less than fifteen (15%) per cent of the number of registered voters, at the time of the last preceding, general municipal election, as determined by the City Clerk. In the case of a Ward Councilor, Warden or Ward Clerk, who has been elected as such by the registered voters of said Ward, the petition must be signed by not less than fifteen per cent (15%) of the number of registered voters in that ward at the time of the last preceding general municipal election as determined by the City Clerk. [Amended 11-2-2010]

e. Certification by Clerk. At the expiration of said twenty (20) days, the City Clerk shall declare the petition closed.
and shall within ten (10) days thereafter ascertain whether or not the petition has been signed by the requisite number of voters and shall attach thereto his certificate showing the result of such examination.

f. Calling of Election. If the petition shall be certified by the City Clerk to be sufficient, he shall submit the same with his certificate to the City Council at its next regular meeting and shall notify the member or members whose removal is sought of such action. The City Council shall thereupon, within ten (10) days of the receipt of the City Clerk's certificate, order an election to be held not less than forty (40) nor more than sixty (60) days thereafter; provided that, if a regular municipal election is to occur within ninety (90) days after the receipt of said certificate, the City Council may in its discretion provide for the holding of the recall election on the date of such other municipal election. The recall election shall be called and held and nomination made as in other elections under the Charter, except for the specific limitations of this Section.

g. Form of Ballot. Unless the member or members whose removal is sought shall have resigned within ten (10) days after the receipt by the City Council of the City Clerk's certificate, the form of a ballot at such election shall, as nearly as may, be "Shall A be recalled? Shall B be recalled?", etc. The name of the member or members whose recall is sought being inserted in place of A, B, etc. In case a majority of those voting for and against the recall of any official shall vote in favor of the recall, such official shall be thereby removed and the City Council shall order an election to be held within sixty (60) days thereafter.

h. Election of Successor. The election shall be called and held and nomination made as in other elections under Article VII, except for the specific limitations of this Section. Any candidate elected under the provisions of this Section shall serve for the balance of the unexpired terms of the official who such candidate succeeds.

i. Election May Be Ordered. Should the City Council fail or refuse to order an election as herein provided, judicial review may be sought, pursuant to the provisions of Rule 80B of the Maine Rules of Civil Procedure.

Section 9.03. Judge of Qualifications.

The City Council shall be the judge of election and qualifications of the Mayor, the City Councilors, the members of the School Board, and Saco Representative Members of Regional School Unit 23, or its successor, and of the grounds for forfeiture of their offices. The City Council shall have the power to subpoena witnesses, administer oaths and require the production of evidence in accordance with the provisions of Section 9.04. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing upon a written request made within ten (10) days of the filing of the charge with the City Clerk. Such hearing shall be held within thirty (30) days of the filing of the charge and notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one (1) week in advance of the hearing. Decisions made by the City Council under this Section shall be subject to review by the Courts. The Saco School Board shall be the judge of election and qualifications for School Board Members. The School Board shall have and exercise the same standards, duties and powers described hereinabove in this section as are applicable to the City Council.

C. CONTRACT ZONE AMENDMENT – HORTON MEADOWS – (PUBLIC HEARING)

A contract zone was approved in 2005 for applicant Diane Doyle on behalf of Don and Jean Horton: a clustered subdivision on a portion of the then-165-acre property at 464 Buxton Road. The 31 lot subdivision would occupy about 65 acres, including the Horton’s existing residence. The balance of the Horton’s property, approximately 100 acres, was acquired by the Land for Saco’s Future Committee in 2006, and today is permanently protected open space.

The contract zone agreement mandated that only the Hortons could develop the project. The poor housing market scuttled development until recently. The Hortons now propose to have the subdivision re-approved through the Planning Board, and to convey the approved project to area developer Bernard Saulnier.

The Planning Board approved the final subdivision plan on July 29, 2014, and is aware of the need for the contract zone to be transferred from the Hortons to Mr. Saulnier. Staff has taken the opportunity to update the nine year old
Councilor Precourt moved, Councilor Smith seconded to open the Public Hearing. The motion passed with unanimous consent.

Lori Rouleau, 458 Buxton Rd – Ms. Rouleau noted that she was 1 of the 2 direct abutters to this project, and it borders her property on 2 different sides. We really have been dealing with this for 9 years and it has changed over the course of the years. We had heard frequently that it didn’t place any undue burden on us, which really isn’t true. We live in a neighborhood right now that is zoned for 2 acres per lot and we brought our land under the impression that it was going to stay 2 acre lots. Our neighborhood is about 10-12 houses right now. We live way up in the country on RT# 112. It’s not your conventional neighborhood with block parties we are just out there on our own pieces of land. This significantly changes our neighborhood when we go from 10-15 houses, and add an additional 30 houses. It’s an impact on us. We have had 2 simple requests the whole time and we still have them tonight and they remain the same. We’ve asked that we be given a little space on the property lines and that adequate buffers be put in to maintain our privacy and our peace and that the development adhere to the original intent of the contract zone that was granted which was the development would be for 55 and older people. This was a key part of the plan that was presented and approved by the City Council at the time. We recently have had a very productive meeting with Mr. Saulnier and he was open to working with us and giving us the privacy we have been asking for and rebuilding the relationship that had been damaged over the last ten years and we truly appreciate his overtures. My hope tonight is that the City Council proceeds carefully with this amendment and be very diligent in ensuring that it is written very clearly and concisely with what the restrictions are including 55 and older and that there is no ambiguity moving forward to protect all of those that are affected. We really don’t want to be back here in 2 years with more changes when we are already half way through this project. That is really all that we have asked and it is still what we ask tonight and we don’t feel it is a whole lot but we do appreciate the overtures that Mr. Saulnier has made towards us. We do want to make sure that the document itself which in the past had been said to be poorly written or unclear, when it is amended it is very clear what the expectations are moving forward from here.

Paul Rouleau, 458 Buxton Rd – Mr. Rouleau noted that from the beginning of this project we have never proposed this project. We had some neighbors that were adamant about it, but we came into it with an open mind. We listened to pieces that were put up there to the Planning Board. The difficulty that we have had over the years is that there are some people that have been there the whole time and some have since moved on, and the language changes. So, we are trying to keep moving with it and to have a conversation and dialog and it go destroyed. So what we are trying to do is again, we had a conversation with Mr. Saulnier and it was a great conversation with great ideas. For me in my position as a electrical engineer I have to get everything done on paper. If I don’t and I get caught it could cost my company millions of dollars. So, as we move forward here, we are open minded to it and always have been. My wife mentioned 2 points. They have been in and out so we are still trying to figure out what are we getting? But from there the preliminary discussions that we have had just recently, there is allot of good in it and of course the devil is in the details, and that is what we don’t know and what we are trying to secure. Before we sign off on it, we are not trying to stop the Horton’s from developing their property. It is their property. In my case, the bitter pill is that we sign covenants, we live by their rules and we did right by their rules. We are simply asking for the same as abutters. So, know there is us, the Drouin’s and we have to live by these rules and we just ask for fairness. We are still trying to see it.

Guy Drouin, 454 Buxton Rd – Mr. Drouin is an abutter to Horton Meadows. We did talk to Mr. Saulnier twice last week and met with him the week before and he had some real good ideas how to make everything better for us and the Rouleau’s for the buffers and everything. We definitely would like to see it as Paul said on paper and go from there. He had some really good ideas, and we are not trying to stop the project we just want to maintain a little bit of breathing room. Like I said, we are definitely not against it. It would be nice to get everything on paper and move forward with this.

James Stubinski, 449 Buxton Rd – Mr. Stubinski noted that he lives across the street from the development and had a few questions as follows: Has a study been done on the aquifer and how much stress is going to be put on the
water situation out there where it is not going to be on city water, in a clustered development like that and also the traffic patterns going on right now? City Planner Bob Hamblen stated that we had heard 2 questions and that the answer to each was “yes”. Mr. Stubinski inquired if these were published or distributed anywhere? He noted that when this first happened he was working 2nd shift, so he could not get involved in 2005 to find out what was going on. He noted that in the original document it said it was going to be with a certain builder and that was it. Now we are transferring it over to a different builder and I don’t see how that is part of the thing. It said between the Horton’s and I developer and now some other developer comes on later on down the road and nothing has been sent out. I never even heard about these meetings until a neighbor called me. There has been nothing sent to my house about something going on with the development. I get notices all the time from other parts of the city, but nothing for right across the street from where I live and this is disconcerting. City Planner Bob Hamblen noted that this project has gone through the cities process not once, but twice. The contract zone that the Council is considering amending this evening was approved by the Council back in 2005. Over the next handful of years it took awhile but the current owners, the Horton’s went through the Planning Board process and did do an Geohydrological Study that looked at ground water and how it moves and that primarily because there are 31 lots proposed here and there are going to be septic systems and wells. When you encounter that situation you want to know what the ground water movement is so that you can ensure safe drinking water wells and functioning septic systems. Traffic has been looked at, again 9 years ago and again more recently updated. The city engages a traffic engineer to look at this sort of thing. We recognize there is a high traffic crash location out there at the corner the subdivision is proposed on. The bottom line is 31 lots of traffic isn’t a great deal of traffic. The crash information that has been submitted by MDOT talks about the weather conditions. A number of the accidents have occurred in the winter and high speed and drinking have been reasons that are pointed to for other crashes. So the issue of traffic has been duly considered by the Planning Board and found to be acceptable given the cities subdivision regulation requirements. We have gone through a notification process for both the contract zone and for the Planning Board subdivision review process, again back in 2005-2006, since then 2009, more recently in 2012 and this currently in 2014. So I’m comfortable in saying, I can’t stand here and that every abutter within 600’ of this property has been notified but we have done a pretty darn good attempt in making sure that happened. Mr. Stubinski asked when the water study done? Mr. Hamblen replied that he thought it was once they got into the subdivision review. The approval of the subdivision first happened in 2009, so he thought the water study was done in 2007 or 2008. He stated that subsurface water conditions don’t change that much in that period of time, but traffic can. We’ve updated the traffic and asked our traffic engineer to take a look at current traffic conditions out there, rather than something 5 or 6 years ago. Mr. Hamblen noted that he appreciated these folks are not overly excited of the notion of 31 houses being built next door. However, this application, the contract zone, the Planning Board site review process has been thoroughly vetted and is an approved subdivision. It has been updated since July 29th by the Planning Board. I don’t want to speak for the Planning Board built I think they are rather comfortable in what’s been approved, Mr. Stubinski inquired about the septic systems. Mr. Hamblen noted that that too was anticipated. There is the potential for a common septic system, so there may be 2 or 3 houses sharing a septic system. That of course has to go through the State Plumbing Code and systems have to be built according to those regulations. There is going to be a home owner’s association, it is a requirement of the approval. As lots are sold a treasury fund will be initiated for the association at $500 per lot. This doesn’t add up to a tremendous amount of money put it is certainly anticipated that there will be monthly, quarterly or yearly payment requirements of the association into the Treasury.

Councilor Johnston noted that #7 in Contract Zone Agreement states that the 2005 Contract Zone Agreement stated only the Horton’s may develop the proposed subdivision under the terms of said agreement. Why was this language added in 2005 and now we are doing exactly the opposite and handing this over to another developer? Mr. Hamblen stated it is the recognition that the applicants are approved by both the Planning Board and the City Council in my estimation. Based on their qualifications or background or track record this was a kind of half attempt to ensure that the Horton’s given their finances and their technical expertise and at this point I should remind the Council, the Horton’s are land owners, they live in a home probably, but they are not developers per se. They were workers with a local developer at that time who was well regarded for this sort of work. Basically she had the technical expertise and the Horton’s had the financial capacity along with that developer to make that happen. Both the Planning Board and the Council were satisfied with that arrangement. If however, somebody comes along, I guess it is still a democracy, and they say I like that project and land and I would like to purchase it
and develop it, there is nothing to say that can’t be done and the language from 9 years ago in my estimation was in error because that only the Horton’s may develop this project period. Perhaps, there should have been a comma at the end of that statement saying unless a proposed new developer is reviewed and approved by the City Council. Councilor Johnston asked if there was a location in this contract that states it will be 55 plus, because I haven’t found it? Mr. Hamblen stated that he had discussed it once or twice with Councilor Precourt and noted that you will find it in the conditions of approval and the finding of fact from the Planning Board review. It is absolutely part of the record and it is a condition of this approval that it is 55 and older. Both the Horton’s are well aware of that and Mr. Saulnier is as well.

Councilor Roche noted that he thought it was included in one of the 2 points that the neighbors brought up the assurance that in this, also to there is the buffer. Is there any language that needs to be clarified or added to make sure that privacy and a buffer is part of this development? Mr. Hamblen noted that he believed there is. There is a landscape plan, but I don’t know if this has gotten to the Council or not, but I can certainly share this with you. The Rouleau’s have been showing up at meetings consistently and stating their concerns and I give them credit for that. One of the responses to those concerns was an updated landscaping plan with buffers plantings to be field located, place as required for a visual buffer within area designated as show, which is along the shared property line between the subdivision and the Rouleau’s property both on their southerly property line and along their westerly property line. This was discussed again back in July when the approval happened with the Planning Board and it was easy to see that Mrs. Rouleau is quite concerned with this, understandably so. So, I volunteered myself and Joe Hirsch from the Parks & Recreation Department who is a licensed arborist, when it comes time to plant we will be out on site to inspect what goes in and make sure it is a good visual buffer. There is another property that Mr. Drouin owns which is closest to lot #16 as shown on the subdivision plan and Mr. Drouin house is just across the property line. He has wondered if possibly lot #16 could be relocated so that he could have a little bit more breathing space between his property and the subdivision. I have approached the applicants both Mr. Saulnier and the Horton’s have heard that, but we haven’t settled that one out yet. But, I remain hopeful that there is something that can be done and I will continue to pursue that.

Councilor Smith noted that he was looking at P. #25, #6 Trail System and Parking Area as specified in 1.9 above. Did the trail system and parking area cease to be part of this project? Mr. Hamblen stated indirectly so. Quite a bit of the update here was because when the Horton’s approached the city first they owned 165 acres part of the agreement at that time included a proposal for them to sell a 100 acre parcel to the city and Peter Morelli was very much involved in that. This parcel was conveyed to the city in early 2006. Since that time between the partner developer, Diane Doyle caused the parking lot to be built and Saco Bay Trails has been every involved in the trails network and the city has been somewhat involved there. The city is sitting on a 100 acre parcel that I would like to describe as Peter did 8-10 years ago as being of State Park quality. It is a beautiful piece of land which is very much open to the public. It is separate now and owned by the city and what the Horton’s have retained is the 65 acres that this thing addresses. Councilor Smith inquired if the trails were in the process of being built or already built? Mr. Hamblen noted that allot have been built and there may be more to come, but there is absolutely an existing trail system. Acting City Administrator Peter Morelli noted there is allot of trail that has been built. Councilor Smith was concerned also with language that said “if the developer independently or by the decision of the Planning Board … decides to maintain a private road network servicing the homeowners association”. They are not building a private road system? Mr. Hamblen replied “no” and that is a good indication of the dated nature of some of this language. You are reading language that is lined through and at the time of the contract zone approval that was a possibility that it could have gone private, but over the next few years as it went through subdivision review, it is designed to be eventually a city street. Councilor Smith stated so the contractor will build the roads to city specifications, so the city will be able to accept them. Mr. Hamblen stated this was correct. Councilor Smith noted his concern with these fire roads and private roads is that you get halfway to the fire and the truck sinks, it serves no one. So they will be built by the contractor to city specifications and accepted by the city, but until they are accepted the only service they get is the fire truck and ambulance? They will be responsible for their own trash and plowing just like any other subdivision? Mr. Hamblen noted that sometime in the past the Public Works Department changes its policy on trash removal because they recognized that some of these subdivisions are taking 4-6 years to be completed and for the streets to be accepted. In the meantime, you have home owners in there saying that they are paying their taxes and they are being required to haul they trash out to the nearest city street,
who gives? So I think rightly Public Works now has a policy in place that a subdivision with streets not accepted can indeed have trash picked up just like any of us, but not plowing, this would be the responsibility of the developer.

Councilor Tardif asked if when the Planning Board met on this, did they consider the amount of new traffic this would create as well as the 200 plus trucks a day that are running water up and down the Buxton Road? Mr. Hamblen stated the quick answer is “yes”. A rule of thumb for a new single family home is that it generates just about 10 trips a day. In terms of the heavy truck traffic, I know, I travel that road myself on weekends and you are always behind a water truck, no question about it. This has been considered and that is the answer to that one. Mr. Tardif asked if this was a concern of the Planning Board at all? Mr. Hamblen noted that at least a board member or two are well aware of the Poland Spring trucks out there and other types of large trucks out that way. They looked at it closely and asked questions, got answers to their questions and eventually agreed that traffic is always a concern but it is not overly so in this case. When you pull out to the end of what’s proposed as a city street here, you look left and right up and down Route #112 the site distance is good, you will be able to see what you are pulling out into and when you are pulling into the subdivision you put your blinker on and are always hoping that whoever is behind you is paying attention and not on their cell phone. Every requirement that the city puts out in its subdivision regulations for traffic, has been met by the project. It is just going to be another neighborhood of 30 houses.

Paul Rouleau – Mr. Rouleau just wanted to follow up from probably the observation and backup what James said. He is kinda sitting here and saying, “Where did this all come from?” Again, it took allot of work where my wife would take a look at the cities website to find out when and what was going on. It was allot of effort. It doesn’t surprise me he is sitting here going “What’s going on?” So, one of our statements was that we get our tax bill, but we don’t get abutter notices and I can see that these guys haven’t gotten anything either. Again, as a community we kind of embraced this thing in the beginning but yet nobody has been kept informed and I’m sure there are people here who don’t know what is coming at them. The other part that I wasn’t to address is that I ended up building my house as an electrician and as an engineer I built my house, I know what the land is. It is North Saco and it is under water. So if something happens to the systems that are there, you can pass the codes all you want, but it will be an issue when it fails. So the question that we have had all along is “Can that piece of property sustain the houses that will be there?” Again, there is allot of good thought out there we hear it reasonably. There are some new ideas, but it is to really understand that. The traffic study was 30 cars and we are sitting there going, “30 houses and 30 cars?” but is more than just 30 cars. So again these are the inconsistencies that made us question the actual study from the original developer. There are allot of questions there that we are trying to wrap our head around and we just want to make sure it all makes sense.

Councilor Precourt moved, Councilor Smith seconded to close the Public Hearing and “Be it Ordered that the City Council set the Second and Final Reading of the Contract Zone Agreement document titled, ‘Contract Zone Agreement By and Between Saulnier Development Saco, LLC and the City of Saco,’ for October 6, 2014.” Further move to approve the Order. The motion passed with seven (7) yeas.

Contract Zone Agreement

By and Between

Doyle Enterprises, Donald B. and Jean A. Horton,
Saulnier Development Saco, LLC and the City of Saco

October 24, 2005
Amended _______, 2014

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985 and amended through May 12, 2014 May 11, 2008, be amended as further described in this Contract by and between the City of Saco (the City) and Saulnier Development Saco, LLC, Donald B. and Jean Ashton Horton (Mr. And Mrs. Horton or the Hortons) and Doyle Enterprises (Applicant of Developer).
1. The Applicant proposes to develop a clustered residential subdivision on a portion of the parcel at 464 Buxton Road (Subject Property). The Subject Property is identified as Tax Map 123, Lot 21 on City of Saco tax maps.

2. The Subject Property is the site of one single-family dwelling, owned and resided in by Donald B. and Jean Ashton Horton.

3. A copy of a Warranty Deed, dated March 11, 1968, is submitted by Mr. and Mrs. Horton as evidence of right, title and interest. Said deed is recorded in Book 4649, Page 245 at the York County Registry of Deeds.

4. A copy of a purchase and sale agreement between the Hortons and Saulnier Development Saco, LLC is submitted by Saulnier Development Saco, LLC as evidence of right, title and interest.

5. The Subject Property is in the C-1 zoning district.

6. Mr. and Mrs. Horton have submitted a written statement authorizing the Applicant to represent their property before the City of Saco, applied for and received approval for an earlier version of this contract zone agreement for this property on November 7, 2005. Subsequently they applied for and received approval from the Planning Board for a clustered subdivision for thirty-one (31) lots on June 15, 2010. Construction did not occur due to a poor real estate market.

7. Section III.12 of the 2005 contract zone agreement stated that only the Hortons may develop the proposed subdivision under the terms of said agreement, and that the project “. . . shall not be transferable prior to development as proposed by the Applicant.”

8. The Hortons request approval from the City Council to convey the project to current Applicant Saulnier Development Saco, LLC. The Hortons are currently overseeing a re-approval process for the subdivision plan before the Planning Board, with the intent of selling the project to the Applicant after approval. Approval of the preliminary subdivision plan was granted by the Board on June 24, 2014.

9. The Subject Property has an area of 68.3 +/- acres. The minimum lot area requirement in the C-1 zoning district is 80,000 square feet. The Subject Property is a conforming parcel with respect to minimum lot area.

10. The Subject Property has 311.18 +/- feet of frontage on Buxton Road. The minimum frontage requirement for a parcel in the C-1 zoning district is two hundred (200) feet. The Subject Property is a conforming lot with respect to the frontage requirement.

11. The Applicant proposes to develop a clustered residential subdivision with thirty-one (31) or fewer single-family dwellings on a sixty-five (65) +/- acre portion of the Subject Property. The project is proposed as a Clustered Residential Subdivision that would comply with requirements found in Article 6 of the Zoning Ordinance with the exception of those provisions found in Section II, below. The Applicant recognizes that neither public water nor public sewer are readily available to service the Subject Parcel, and instead proposes to provide on-site drilled wells and subsurface septic systems.

12. The Applicant proposes to establish a one hundred (100) +/- acre portion of the Subject Property as open space. Said open space is proposed for conveyance to the City of Saco. Said open space would be improved with a trail system and parking area for use by the general public.

13. Occasionally, competing and incompatible land uses conflict; and traditional zoning methods and procedures such as variances, conditional use permits, and alterations to the zone boundaries are inadequate to promote desirable growth. In these special situations, more flexible and adaptable zoning methods are needed to permit differing land uses in both developed and undeveloped areas, and at the same time recognize the effects of change.

II. This contract amends the Saco Zoning Ordinance as follows:

1. Section 602-3 is amended to allow dwelling units in a cluster development that are not connected to the Maine Biddeford and Saco Water Company supply, and instead serviced by dependent on private or community wells.
2. Section 602-4 is amended to allow dwelling units in a cluster development that are not connected to the municipal sanitary sewer system, and instead serviced by private or community systems.

3. Table 412-1 is amended to establish a minimum lot size of 9,000 square feet for individual building lots within this cluster development.

4. Table 412-1 is amended to establish a minimum frontage requirement of fifty (50) feet for individual building lots within this cluster development.

5. Table 412-1 is amended to establish a minimum front yard setback requirement of fifteen (15) feet for individual building lots within this cluster development.

6. Table 412-1 is amended to establish a minimum side and rear yard setback of ten (10) feet for individual building lots within this cluster development.

7. Sections 10.12 and 11.14 of the Subdivision Regulations are amended in order to allow the implementation of a Low Impact Design stormwater management system that shall comply with existing City and state water quality and quantity standards.

III. This Contract Zone is subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

1. Development of a clustered residential subdivision by the Applicant is allowed on the Subject Property.

2. Requirements found in Sections 602-3 and 602-4 of the Zoning Ordinance that all dwelling units in a cluster development shall be connected to the Maine Bidded-Saco Water Company system and to the municipal sanitary sewer system, respectively, shall be waived.

3. Minimum lot and yard requirements established in Table 412-1 of the Zoning Ordinance shall be reduced in accordance with Section II.3-6 above.

4. No more than thirty-one (31) single-family residences shall be permitted in the clustered residential subdivision allowed by this Contract Zone. This total of 31 units shall include the existing home/residence of the Hortons, leaving the Applicant Doyle Enterprises the option to build out a total of 30 new, additional single-family residences.

5. Section 10.22.1.2 of the Subdivision Regulations is waived in order that LED streetlight luminaires shall be installed rather than the specified Lumee Domus Small.

5. A one hundred (100) +/- acre portion of the Subject Property shall be established as open space with public access. A Warranty Deed for said open space shall be submitted to the Planning Office and City Administrator as evidence of conveyance to the City of Saco.

The rough boundaries of the 100-acre parcel to be deeded to the City are set forth in a document entitled “Concept Site Plan Horton Property for Doyle Enterprises” dated July 26, 2005. Additional open space may be deeded to the City. Said open space may be deeded with use restrictions but in no circumstance shall any such restrictions bar free access or prohibit passive recreation by the public. Passive recreation may include activities such as walking, hiking, birdwatching, picnicking, cross-country skiing, or nature photography. Passive recreation shall not include activities that may result result in degradation of the open space, including but not limited to motor vehicle use, removal of vegetation beyond that necessary for trail construction, disturbance of soil beyond that necessary for trail construction, and hunting. The transfer of the open space is a specific condition of this Contract Zone.
The Developer and City, as mutually agreed, shall be responsible for surveying the open space and preparing a satisfactory deed to said space for City review.

Title to the 100-1/2 acres will be immediately and irrevocably passed after approval of this Contract Zone, and no later than final Plan approval by Saco’s Planning Board, said transfer to be not later than 30 days after approval. Any conditions for use and access on the remaining parcel constituting the project site shall be fixed by the Planning Board, in consultation with the Socrates, Developer and City Planning staff.

Upon title passing, any subsequent delay or failure of the project shall not alter title transfer to the City.

6. The trail system and parking area specified in 1.0 above shall be constructed by the Applicant at a time agreed upon by Applicant and City, but in no instance shall said construction occur later than issuance of the first occupancy permit for dwellings within the subdivision. Doyle Enterprises, in consultation with Planning and Code staff, shall install appropriately sized and placed signage for public information at the parking site. Costs to maintain the parking site thereafter shall run to the City.

7. The Applicant proposes to use a system of common wells and common septic systems. If either or both common systems are approved by the Planning Board, then the Applicant Doyle Enterprises shall create and irrevocably establish for the benefit of all homeowners of the development a homeowners’ association, governed by certain by-laws. It shall be a primary obligation of said homeowners association to assure and maintain said common systems for the benefit of all homeowners. They shall be required to fund a reserve or contingency account for such purposes. Such Reserve Fund shall be initially established and funded by the Applicant Doyle Enterprises by assessing a $500.00 per lot fee, said fee collected by Developer upon each initial sale. By-laws shall provide for the collection of subsequent and additional yearly fees and fees upon further out sales to of subsequent purchasers of lots.

If the Developer independently or by decision of the Planning Board opts to create and maintain a private road network servicing the homeowners’ association, and the roads are never built to or offered to City for acceptance, then Developer and the homeowners’ association (as well as the referenced by-laws) will provide additional contingency funding for care and maintenance of said road network.

Until roads are offered to City, Developer shall be responsible for the costs of all plowing and sanding, as well as all costs for private trash collection. Developer acknowledges herein that the City cannot service any development located on private roads.

8. Except as addressed in this Contract Zone document, the project shall adhere to all other applicable provisions of the City of Saco Zoning Ordinance and Subdivision Regulations.

9. All details shown on the plans and submitted as application materials are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans and materials. The staff of the City of Saco may approve minor changes. If it is determined that the changes constitute a change in the contract, then the developer shall be required to obtain City Council approval of the changes.

10. This Document and Contract Zone affects only the parcel of land identified as Tax Map 123, Lot 21 on City of Saco tax maps.

11. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant.

12. This Document and the Contract Zone it creates shall not be transferable prior to development as proposed by the Applicant, without approval of the City Council.
13. Failure of the Applicant to gain approval submit application for a clustered residential subdivision as proposed to the Planning Office for review and approval by the Planning Board within two (2) years of the approval of this Contract Zone shall render this Agreement null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicant, this deadline may be extended by two, one (1) year periods upon written request submitted by the Applicant.

14. Breach of these conditions, restrictions and/or Agreement by the developer shall constitute a breach of the contract. Said breach of contract shall constitute a zoning violation, subject to enforcement action by the City of Saco.

15. The Applicant, Developer, for itself, and its successors and assigns, including any lot purchasers herein specifically, knowingly and intentionally releases City from any and all claims related to or in any way concerning or arising from water, water quality and water quantity at the project site, and the use of common wells. As consideration for this Contract Zone, Developer herein releases and holds the City harmless from such claims, demands, suits, etc., it being understood and agreed that and all remedies related to water, water quality and water quantity are the sole responsibility of the Applicant, Doyle Enterprises, and its successors and assigns, including lot owners, and, that this condition shall be recorded in the Registry of Deeds by Developer for notice purposes.

IV. Pursuant to authority found in 30A M.R.S.A. Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on October 24, 2005, and the Saco City Council on November 7, 2005, and again on September 1, 2014 subject to proposed amendments, the following findings are hereby adopted:

A. City Tax Map 123, Lot 21 is a parcel of an unusual nature and location, for the following reasons:

a. The Subject Property and abutting 100 acre parcel conveyed from Don and Jean Horton to the City of Saco on Feb. 14, 2006 was is one of eleven parcels in Saco that is one hundred fifty (150) acres or larger in area. Of those eleven, only three are owned as private residences; the other eight are agricultural in nature, or owned by charitable or government agencies.

b. The Subject Property in 2005 was is bisected by Stackpole Creek and associated wetlands. The City’s Comprehensive Plan, Zoning Ordinance and Zoning Map recognize Stackpole Creek as a valuable natural resource that is protected via its designation as a Resource Protection zone.

c. The Subject Property in 2005 was is a topographically diverse parcel, home to a variety of ecosystems including ridges forested with oak and maple, pine and hemlock groves, a ten-acre marsh, and a one-acre heath. Wildlife includes beaver, deer, moose, fisher, bobcat and waterfowl.

B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following goals:

Chapter 5: Community Goals and Policies

Section C. Natural Resources

Local Goals: To protect and improve the quality of the surface waters within Saco; To maintain the quality and quantity of the groundwater; To protect significant wetlands and adjacent uplands from encroachment and degradation.

Surface Waters: As part of this effort to maintain the river’s quality, the City should continue to work with the other communities along the river to manage land use and development in the watershed through the Saco River Corridor Commission. In addition, the City’s land use regulations should provide for the management of stormwater quality in the area of the watershed upstream of the water company’s intake. These regulations should require that Best Management Practices (BMPs) be used to manage stormwater runoff.

10. The City should also consider acquiring conservation easements over high value wetland areas and should encourage the Saco Valley Land trust and other conservation organizations to give high priority to these areas in their acquisition programs.
Fisheries and Wildlife Habitat
18. The riparian zone adjacent to rivers and streams plays an important role in the value of a water body as fishery and wildlife habitat. Retaining a natural buffer along these resources can have water quality benefits as well as habitat benefits. Therefore, the City should work to maintain a naturally vegetative buffer along streams with high habitat value and that serve as travel corridors connecting large habitat blocks based upon the State’s Beginning with Habitat program.

19. The City should continue to work with the Saco Land Trust and other conservation organizations to acquire or otherwise protect areas with significant habitat value.

Chapter 17, Section C. Natural Resources: “To protect and improve the quality of the surface waters within Saco,” and “To protect significant wetlands and adjacent uplands from encroachment and degradation. Pursuant to these goals, the City of Saco’s policies with respect to the management of its natural resources are:

Surface-Waters
1. The Saco River serves as the source for the Biddeford Saco Water Company; therefore, the City’s land use regulations should require that existing perennial and intermittent streams be maintained as natural drainage ways to the maximum extent possible. The City should also work with the Water Company to acquire conservation easements along these waterways and should encourage the Saco Valley Land Trust and other conservation organizations to give high priority to these areas in their acquisition programs.

Wetlands
12. The City should also consider acquiring conservation easements over high value wetland areas and should encourage the Saco Valley Land Trust and other conservation organizations to give high priority to these areas in their acquisition programs.

Fisheries and Wildlife Habitat
21. The riparian zone adjacent to rivers and streams plays an important role in the value of a water body as fishery and wildlife habitat. As discussed above under surface water, retaining a natural buffer along these resources can have water quality benefits as well as habitat benefits. Therefore, the City should work to maintain a naturally vegetative buffer along streams with high habitat value.

22. The City contains a number of identified deer yards in addition to the habitats already discussed. The City’s development regulations should continue to require that subdivision and nonresidential development proposals identify areas with habitat value and address the preservation of these habitats in the site planning process.

Chapter 17, Section F. Land Use: Local Goals:
- To encourage a pattern of land use that can be served efficiently and that does not impose an undue burden on the Town’s financial resources.
- To permanently protect environmentally and ecologically sensitive and scenic areas through outright purchase or conservation easements.

General Pattern of Development
6. In those areas where there are significant natural constraints to development such as wetlands and floodplains, the City should restrict development and work to maintain the natural resource value of the area.

Chapter 17, Section G. Transportation
Sidewalks and other pedestrian facilities
20. The City should continue to support the efforts of Saco Trails to establish and maintain a trail system throughout the community.

Chapter 17, Section H. Housing
Local Goals: To provide a diversity of housing to meet the needs of a wide range of residents.
Pursuant to these goals, the City’s policies with respect to housing are:
1. The City should continue to provide for the construction of both single family and multi-family housing in a variety of locations that are appropriate for the type of housing and the location.
D. CONTRACT ZONE - WIRELESS TELECOMMUNICATIONS TOWER 644 MAIN STREET – (SECOND & FINAL READING)

Applicant L&M Properties, Inc., proposes to erect a 130 foot tower on a 100’X100’ portion of the property at 644 Main Street. Wireless Telecommunication Facilities are not an allowed use in the B-2b zone. The applicant hopes to lease space on the tower to ATT, which has identified this location due to its desire to address a hole in its existing service area. A contract zone is the only option that would allow a cell tower to be built and operated in this location. There is precedent for cell towers being allowed via contract zoning; existing towers off Industrial Park Road, Rte. One and Flag Pond Road were approved as contract zones.
This item was reviewed by the Planning Board on May 27, 2014. The Board arrived at a positive finding on each of the four standards found in Sec. 1403-6, and voted to forward a positive recommendation to the Council pending the receipt of data as to how the tower is designed to fall in the event of a collapse, so as to verify that there is no threat to the existing two-family dwelling on the property.

Councilor Brunswick moved, Councilor Roche seconded “Be it Ordered that the City Council approve the Second and Final Reading of the ‘Contract Zone Agreement by and between L&M Properties, Inc., and the City of Saco, Maine, Wireless Telecommunication Tower and Facilities, May 27, 2014.” The motion passed with four (4) yeas and three (3) nays – Councilors Precourt, Smith and Johnston.

Contract Zone Agreement by and between L&M Properties, Inc., and the City of Saco, Maine

Wireless Telecommunication Tower and Facilities
May 27, 2014

THE CITY OF SACO, MAINE HEREBY ORDAINS:

I. That the zoning ordinance of the City of Saco, Maine, dated January 2, 1985 as amended through May 12, 2014 is hereby amended by adopting the proposed change in use as further described in the following contract between the City of Saco, and L & M Properties, Inc.

This contract amends the Saco Zoning Ordinance to permit the construction of a 130 foot Wireless Telecommunication Facility on a parcel abutting 644 Main Street, identified as Tax Map 42, Lot 9-1, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

1. L&M Properties, Inc., (the Applicant) and/or its affiliates, proposes to construct a single Wireless Telecommunication Facility in the form of a monopole tower one hundred and thirty (130) feet high on a parcel identified as Tax Map 42, Lot 9-1 (Subject Property), abutting the parcel at 644 Main Street.

2. The Subject Property has an area of 3.37 acres and is regarded by the City as a Lot of Record, having existed in its current ownership since March 2001.

3. The Subject Property is located in the Highway Business B2-B District.

4. The Subject Property is a vacant lot of record owned by the applicant.

5. The abutting parcel, Tax Map 42, Lot 10, is owned by the same owner under a different entity name, Leon Foster, which will be encumbered by an access and utility easement as well as a restriction from development easement as determined by 105% of the Tower height or 136.5 Feet as created from the proposed tower centerline.

6. The City of Saco does not prohibit more than one principal commercial or business use from co-existing on a single conforming lot of record.

7. Wireless Telecommunication Facilities are defined by the Saco Zoning Ordinance, and recognized as a conditional use in certain districts. Said Facilities are not an allowed use in the B2-B District.

8. Due to the ownership of the parcel, and its location along US Route 1 and Interstate I-195 corridor, and that there is an apparent lack of reception and coverage for receiving data via wireless devices, the Applicant believes that the proposed site is an ideal location for a Wireless Facility.

9. The Applicant thereby requests that the City of Saco establish a Contract Zone specifically and exclusively for the Subject Property in order to allow the installation, and operation of a Wireless Telecommunication Facility.
II. **This Contract amends the Saco Zoning Ordinance as follows:**

1. A single Wireless Telecommunication Facility, specifically a one hundred thirty (130) foot monopole tower and supporting infrastructure, including a pre-fabricated support structure for housing the electronic and/or mechanical instrumentation, and a backup generator at the tower’s base sited within a fenced enclosure as shown on a site plan submitted by the applicant, shall be regarded as an allowed use on the Subject Property.

2. The proposed tower location is approximately fifty (50) feet from a property line separating the Subject Property from an abutting property owned by Leon Foster, President of L&M Properties, Inc. In that Mr. Foster controls each property upon which, a) the tower would be sited, and/or, b) upon which a portion of the “falldown zone” will exist, the requirement found in Section 728.E.2 of the Zoning Ordinance that setbacks be complied with is waived. An easement shall be granted by Leon Foster to L&M Properties, Inc., which may exceed 30% of the overall height of the tower, in order to create a permanent “falldown zone” of 105% of the height of the tower as measured from its base.

III. **This Contract Zone is subject to the following conditions and restrictions as provided for in Section 1403 of the Saco Zoning Ordinance:**

1. The Wireless Telecommunication Facility is subject to review under the provisions of Section 728, and Article 11, Site Plan Review of the Saco Zoning Ordinance.

2. Except as addressed in this Contract Zone document, the property shall adhere to all other applicable provisions of the City of Saco Zoning Ordinance.

3. All details as shown on the final plan approved by the Planning Board are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans. Minor changes may be approved by the staff of the City of Saco. Any changes determined by the staff to be “major” shall constitute a change to the contract, and then the developer shall also be required to obtain City Council approval for the changes.

4. This Contract Zone Agreement affects the parcel of land identified as Tax Map 42, lot 9-1 on the City of Saco Tax Maps. Recognition is given that the abutting parcel, identified as Tax Map 42, Lot 10, will be subject to an easement pertaining to access and a “falldown zone,” which will be a necessary component for the project.

5. This contract and its provisions shall apply exclusively to the contract zone request submitted by L&M Properties, Inc.

6. This Document and the Contract Zone it creates shall not be transferable prior to development as proposed by the Applicant.

7. Failure of the Applicant to secure site plan approval from the Planning Board, and any and all permits or approvals that may be required by the City, or other regulatory agencies including but not limited to the Federal Aviation Administration and/or Federal Communications Commission within one year of the approval of this Contract by the City of Saco Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the Applicant, this one year deadline may be extended by one year upon written request by the Applicant.
8. Breach of these conditions and restrictions by the developer shall constitute a breach of the Contract. Said breach of the Contract shall constitute a zoning violation subject to enforcement by the City of Saco.

9. The Applicant shall provide the City of Saco with a co-location position on the proposed tower, at no charge, along with space in the support structure or area within the fenced enclosure also at no charge.

10. The Applicant shall provide a signed statement obligating the owner of the Facility and its successors and assigns to:

   a. Respond in a timely, comprehensive manner to any request for information from a potential co-location applicant, in exchange for a reasonable fee not in excess of the actual cost of preparing a response;

   b. Negotiate in good faith for shared use of the facility by the third parties, thereby agreeing not limit the number of wireless carriers utilizing the facility to less than the carrying capacity of the Facility;

   c. Allow shared use of the facility if any applicant agrees in writing to pay reasonable charges for co-location;

   d. Require no more than a reasonable charge for shared use, based on community rates and generally accepted accounting principles. This charge may include, but is not limited to a pro-rat share of the cost of planning the project administration, site design, construction, financing, return on equity, depreciation, and all of the costs adapting the Facility or equipment to accommodate a shared user without causing electromagnetic interference.

IV. **By Vote of the Saco Planning Board on May 27, 2014 and the City of Saco Council on______, 2014, the following findings are hereby adopted:**

A. Map 42, lot 9-1 possesses an unusual nature and location for the following reasons:

1. The Property in question is owned by the applicant, and is adjacent to US Route 1, and I-195 corridor. The Telecommunications industry typically seeks Wireless Telecommunications Facilities along transportation corridors, such as the Maine Turnpike and US Route 1, or areas demanding high volumes of wireless data, or internet access, such as downtown areas, Business and Commercial Districts, or such as the Northern Route 1 Business District and the edge of the Downtowns Saco District. Subject Property is well situated for the proposed use.

2. The Subject Property is unique in its location from its abutters. Abutters and/or nearby properties include the Eastern Trail, Sweetser Home, and the owner’s adjacent lot of residential rentals, and business buildings. The site also abuts residential uses and properties on Moody Street, but will be well buffered from their view.

3. The parcel is burdened with a tributary of the Goosefare Brook, which traverses the middle of the parcel making the parcel rear unlikely for development given the terrain and wetlands necessary to cross, and for that reason is limited in possible uses.

B. The proposed rezoning is consistent with the City of Saco Comprehensive Plan, based on the following Chapter 6 Land Use Policy and Goals:
-To increase the commercial tax base of the City.

- To strengthen Saco’s role as a service center for the region, including the industrial, commercial, office, health and medical, tourism and hospitality, education and retail.

- To assure that new commercial and industrial development occurs in a way that is visually and environmentally sound and that protects established residential neighborhoods.

- To maintain the vitality of Downtown Saco and expand its role as a commercial, office, retail, educational and cultural, residential, and service center. To assure that the City’s public facilities are adequate to support residential and non-residential development in any areas where the City desires growth.

- To accommodate the growth of commercial and industrial activities in designated growth areas where public services and facilities are or can be provided.

- The City should also maintain the Route One Corridor from Thornton Academy north to the I-195 Spur as a commercial district recognizing the established pattern of commercial use in this area. The City should continue its efforts in this area to improve visual attractiveness, traffic flow, vehicular access, and pedestrian safety.

The installation of a Wireless Telecommunications Facility at the Subject Parcel adjacent to US Route 1 and I-195 will serve the telecommunication needs for the citizens, business owners and visitors of Saco. The location and proposed use of this site is consistent with the existing zoning for the B2-B Business district. The current zoning will allow for TV and Radio Tower facilities and broadcasting equipment as a conditional use, but not Telecommunications which is a similar use which is actually less intensive and less visually intrusive than wireless uses.

The location of the proposed facility will reduce the immediate need to locate other Wireless telecommunications Facilities between the Downtown and Northern Business Districts. The facility will not produce noise, dirt, light glare, smoke, sewerage, vibration, fumes, odor, or promote danger from fire, and will fit harmoniously in the location and will not be detrimental to the neighborhood nor will impose safety or health risks. It will have minimal visual impact to residences with the provisions of wooded buffers, and will protect those neighbors which are fearful from impacts of business. The installation of the facility will provide a useful transitional buffer and promote privacy between the boundaries of the Residential and Business districts.

The immediate vicinity of the Route 1 and I-195 Corridor will promote excellent coverage adjacent businesses, downtown areas, and customers further improving the desire for citizens, or business owners to utilize these areas for investment. The demand for cellular and wireless data services in such an area is consistent with this heavily travelled and commercially active area. The development will have no further impacts on traffic, or other public services, and will provide space for City emergency broadcasting services if so desired.

C. The proposed use is consistent with but not limited to existing uses and permitted uses allowed conditionally in the B2-B zone. Existing uses include Overhead transmission lines for Central Maine Power, retail businesses, financial institutions, professional offices, hotels and lodging. Permitted uses include Essential services, public utility buildings, Repair services, (as conditional uses Contractors, Light industrial uses, Radio and TV Transmission towers, High Voltage Transmission
E. AUTHORIZATION TO WRITE-OFF FORECLOSED PROPERTIES AND BEGIN DISPOSITION PROCESS

The listing attached shows the various properties which the City foreclosed upon on January 25, 2013. 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.

Councilor Brunswick moved, Councilor Smith seconded “Be it ordered that the City Council authorize the write-off of the identified properties listed on the document titled, ‘City of Saco Real and Personal Property Foreclosures, dated September 8, 2014’, as tax acquired and remove them from the tax rolls and to proceed with the disposal process.” Further move to approve the order. The motion passed with seven (7) yeas.

“City of Saco Real and Personal Property Foreclosures – dated September 8, 2014”

September 8, 2014

January 25, 2013 Real Estate Foreclosed Properties (Lien Year 2011)

Glenys Ange – 42 Fairfield St (book 16133/ page 287)
Currently in probate court.

Balance due as of 08/21/2014 - $1,884.14 (2011 taxes)
Balance due as of 08/21/2014 - $5,139.84 (2012-2013 taxes)
Balance due as of 08/21/2014 - $493.34 (2012-2014 sewer user fees)
Grand Total due as of 08/21/2014 - $7,517.32

Norman & Doris Bouffard – 8 Spring Rd (book 16133/page 255)
Entered into a payment agreement that is a one year term to get caught up on Real Estate taxes for year 2011. Started a new payment arrangement May 2014. As of August 21, 2014, has not followed payment plan. First payment bounced, second payment was made, then nothing since.

Balance due as of 08/21/2014 - $1,751.77 (2011 taxes)
Balance due as of 08/21/2014 - $10,233.34 (2012-2015 taxes)
Grand Total due as of 08/21/14 - $11,985.11
Sandra Labbe – 33 Pine Haven St (book 16353/ page 169)  
The trailer was abandoned and taken down by Elegant Homes.  
Balance due as of 08/21/2014 - $778.16 (2010-2012 taxes)

Joan Lander – 19 Pine Haven St (book 16353/ page 169)  
The trailer was abandoned and taken down by Elegant Homes.  
Balance due as of 08/21/2014 - $954.91 (2010-2014 taxes)

Steffie F Nelson (Heirs of) – 16 Beach Ave (book 16133/ page 394)  
This is for land that is worth $1,500 (.09 acres) for the 2015 valuation.  
Balance due as of 08/21/2014 - $399.78 (2010-2015 taxes)

Robert S Northrop – 8 Seafields Ln (book 16133/ page 401)  
Until June 2013, Mr. Northrop is making $400 payment intermittent. I got no response regarding entering into a new payment arrangement.  
Balance due as of 04/22/2014 - $676.00 (2011 taxes)  
Balance due as of 08/21/2014 - $22,141.44 (2012 – 2015 taxes)  
Balance due as of 08/21/2014 - $1,238.73 (2010 – 2015 sewer user fees)  
Grand Total due as of 08/21/2014 - $24,051.17

Thomas Harrington – Lincoln Rd (book 16668/ page 269)  
On 08/08/2013 Tim Murphy filed the paperwork with Registry of Deeds to transfer ownership of the property to the City of Saco. We now need to write off the remaining taxes.  
Balance due as of 08/21/2014 - $507.88 (2013 taxes)

September 8, 2014

Personal Properties (Lien Year 2002-2003)

Ames Merchandising Corp  
Ames went bankrupt, and during 2014 the City made an agreement to accept 50% of the amount due. We need to write off the additional amounts outstanding.  
Balance due as of 08/21/2014 - $18,629.01 (2002-2003 taxes)

September 8, 2014

January 25, 2013 Real Estate Foreclosed Properties entered into  
Option Agreements (Lien Year 2011) Do not write off

Mr. Dyment called noting that he hadn’t gotten a payment arrangement, and the signed contract was received April 22, 2014.  
Balance due as of 08/21/2014 - $179.48 (2011 taxes)

VI. CONSENT AGENDA

Note: Consent Agenda item #D was removed from the Agenda before the meeting.
Councilor Smith moved, Councilor Brunswick seconded, to approve consent agenda items #A, B, C, E and F as follows:

A. Be it Ordered that the City Council Approve the minutes for August 25, 2014. Further move to approve the order;

B. Be it Ordered that the City Council confirm the Mayor’s appointment of Donna Bailey to the Planning Board, to fulfill the term of Sandy Guay to expire February 4, 2016;

C. Be it Ordered that the City Council confirm the Mayor’s appointment of Bob Barris to Saco Coastal Waters Commission effective October 19, 2014, with a term ending October 18, 2017. Further move to approve the Order;

E. Be it Ordered that the City Council make an exception to Chapter 4, Article VIII of the Administrative Code – Policies and Procedures – 4-40 Loaning or Selling City Property or Equipment to declare as surplus property the items listed on the document ‘City of Saco Vehicle and Equipment Surplus List, September 2014’, and further move to authorize the City Administrator to dispose of the property in the most advantageous way. Further move to approve the order;

F. Be it Ordered that the City Council approve the amendment to the ‘City of Saco Procedures Manual for Council Members, Chapter 8, City Council Meetings & Workshops (A) (9), dated September 2, 2014’. Further move to approve the Order.”

The motion passed with seven (7) yeas.

Below are the item commentaries for the above Consent Agenda,

B. CONFIRM THE MAYOR’S APPOINTMENT OF DONNA BAILEY TO THE PLANNING BOARD

The Planning Board primarily reviews subdivisions and site plans. The Board is also authorized at its discretion to undertake studies and make recommendations on matters of land development, energy and water conservation, transportation, solid waste disposal, location of municipal and school facilities, affordable housing, urban beautification and design improvements, historic and scenic preservation and agricultural preservation.

Mayor Pilon has nominated Donna Bailey of 7 Scrimshaw Lane to fulfill the term of Sandy Guay on the Planning Board.

C. CONFIRM THE MAYOR’S APPOINTMENT OF BOB BARRIS TO THE COASTAL WATERS COMMISSION

The Coastal Waters Commission shall be composed of seven members, to be appointed by the Mayor for a three-year term and approved by the City Council. Each Commission member shall be a resident of the city, shall be persons qualified to perform the duties of such office and shall serve without compensation.

The Mayor is recommending the appointment of Bob Barris of 47 Ferry Lane, to serve on the Coastal Waters Commission for a three year term. Bob will be replacing Steve Reese on the Commission whose term expires October 18, 2014.

E. CITY SURPLUS PERSONAL PROPERTY DECLARATION

There are vehicles and equipment in the City fleet that are no longer in use or of significant value to the City, to be considered for declaring surplus property. These vehicles include a street sweeper, aluminum boat and motor, and a police cruiser. The City departments responsible for each piece of equipment have determined that it is cost prohibitive to maintain, operate, store, and insure the selected vehicles. Discontinuing the use and ownership of these items will be a cost savings to the City, while maintaining all current levels of service in each department.
F. CITY COUNCIL PROCEDURES POLICY AMENDMENT

The City Council requested a change in the day the Council Meeting packets are delivered to City Councilors; from Friday before a meeting to the Wednesday before a scheduled Meeting/Workshop. Therefore, this change is represented in the City Council Procedures Manual as an amendment for Council approval.

City of Saco Procedures Manual for Council Members, Chapter 8, City Council Meetings & Workshops (A) (9), dated September 2, 2014

(Please note underline represents new language while strikethrough is language to be deleted)
VIII. WORKSHOP

Mayor Pilon noted that there were people in the audience waiting to discuss the Workshop item, and he asked for a motion to move this item up on the agenda.

Councilor Cote moved, Councilor Brunswick seconded to move the Workshop item up and to discuss it. The motion passed with unanimous consent. TIME: 8:45 p.m.

1. DISCONTINUANCE OF BURROW STREET

The discussion on the Workshop item ceased at 8:51 p.m.

VII. EXECUTIVE SESSION:

Mayor Pilon asked for a motion to move into Executive Session.

Councilor Brunswick moved “Be it Ordered that the City Council, Pursuant to [M.R.S.A. Chapter 18, Subchapter 1 §405 (6)(A)] move to enter into Executive Session to discuss: Employment of Officials – City Administrator. Due to a lack of a second, the motion was not considered.

IX. ADJOURNMENT

Councilor Smith moved, Councilor Johnston seconded to adjourn the meeting. The motion passed with unanimous consent. TIME: 8:52 p.m.

Attest:_____________________________________
Michele L Hughes, City Clerk