I. CALL TO ORDER – On Monday, September 21, 2015 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., Thomas Roughan, Kevin Roche, Arthur Tardif, Eric Cote and Nathan Johnston. City Administrator Kevin Sutherland was also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL

1. INTRODUCTION OF KEVIN SUTHERLAND, CITY ADMINISTRATOR

Mayor Pilon introduced Saco’s new City Administrator Kevin Sutherland. A little about Kevin’s background, he is originally from Providence, Rhode Island and has always loved the Northeast coast. He graduated from Syracuse University with a Masters in Public Administration.

After the completion of his Masters he has served as the Chief of Staff in the City of Ithaca for the last few years. In Ithaca, Kevin managed the operations of a 10 department organization with 400 employees; working collaboratively with the Mayor and department heads to achieve the policy goals set by the Common Council. His experience in local government combined with interests in financial reporting, public involvement, and grant writing, offer a unique perspective to bring to Saco.

2. LEGISLATIVE SENTIMENT AND PRESENTATION OF CITY COINS TO SACO LITTLE LEAGUE 9/10

Senator Linda Valentino, Representative Barry Hobbins and Representative Justin Chenette expressed congratulations to the Saco Little League 9/10 Division for their outstanding success in capturing the title of 2015 Maine State Champions. It was hard work and dedication that allowed them to capture the title. They never lost a game, not in regular season, not in the district playoff or in the State playoffs. This is why this team is so remarkable.

Be it know to all that we the members of the Senate and House of Representatives join in recognizing the following members of the Saco Little League 9/10 Division who have won the 2015 Maine State Championship:

Players: Braden Camire    Owen Critchley    Colin Binette
          Kevin Butts      Pavel Tarpy      Evan Beaudette
          Jonathan Umel    Will Davies      Mason Collins
          AJ Thibodeau     Brady Graffam    Will Palmer
          Matthew Page     Manager David Page Coach Jeff Camire
          Coach Seth Umel

We extend our congratulations and best wishes to them on their achievement. Be it Ordered that his official expression of sentiment be sent with on behalf of the on 127th Legislature and the people of the State of Maine.

Each player and staff received a State of Maine pin and a copy of the Legislative sentiment.

Mayor Pilon and Councilor Tardif also congratulated the team on behalf of the city and presented each of them with the official city gold coin.

3. PROCLAMATION FOR CONSTITUTION WEEK

Mayor Pilon read the proclamation for Constitution Week, Sept. 27th through 23rd.
V. PUBLIC COMMENTS

- Tom Klak, 166 Simpson Rd – Mr. Klak welcomed City Administrator Kevin Sutherland and spoke about the uniqueness of Ithaca, New York and also of 3 areas of Saco: Camp Ellis/Estuary, Main Street/Downtown and North Saco and the importance of the Stackpole Bridge.
- Inga Browne, 161 Simpson Rd – Ms. Browne spoke about the financial aspects of the Stackpole Bridge Bid process. They have raised $30,000 so far and the city should seek out all other areas of funding. Ms. Browne felt that the city should formally list the bridge on the National Register in order to have access to other potential funds.
- Sue Littlefield, 171 Simpson Rd – Ms Littlefield noted a couple of things contrasting their project (Stackpole Bridge) to what happened this weekend with the new pedestrian bridge. The pedestrian bridge cost $709,000 and if you compare that to what we are asking for this bridge it seems silly to worry about it. It is a bargain and don’t forget that that Stackpole Bridge won a transportation enhancement grant several years ago and the city had to give it up for various reasons. We are right up there in quality as far as a grant application goes. Transportation enhancement grants do not go to historic preservation anymore, they go to pedestrian and bicycle projects which is why we haven’t been able to fund it that way.
- Bette Brunswick, 11 Old Orchard Rd – Ms Brunswick welcomed City Administrator Kevin Sutherland to Saco and wished him well as he endeavors to help our community reach its highest potential. As Acting Chair of Saco Main Street organization she thanked the Public Works Dept, Parks & Rec. Dept. and the Police Dept. for their help to make the summer’s Main Street events welcoming and safe. A very special thank you goes to Bill Mann, Saco’s Economic Development Director for going above and beyond his official duties. There is no question he cares deeply about Saco position as an economic engine in Maine. Throughout the day yesterday I noticed sirens and other emergency vehicles and each time it made me aware of the fact that our community will always face form of hardship. I’m grateful for our first responders and all the people in our community who step up when unfortunate events happen.
- Ron Michaud, 143 Bayview Rd – Mr. Michaud congratulated the Mayors of Saco and Biddeford for a great event this weekend. Everything went well and the fireworks were outstanding. The Stackpole Bridge has been discussed since 2007 and been through 5 councils. From the beginning, it has always been the intent
to rehab the bridge. It has always been the community's intention not to replace it but to rehabilitate it. The first grant was based on that and the actions that have been taken have shown that. It is time to stop saying can we do it, but how can we do it.

- John Harkins, 4 Christopher Terr. – Mr. Harkins congratulated City Administrator Kevin Sutherland on his new position. He will make a great fit in the areas of technology, fiscal matters and people skills. Saco until recently had limited access to the opportunity to speak before the Council was extremely limited even with public hearing advertised. TV coverage has been very poor and the audio even worse and the public has never been able to see the slide show presentations at the meetings. That I hope can be improved and expanded on. I’m pleased to note that the public access item is on the agenda this evening.

- Barbara Colman, 45B Stockman Ave. – Ms. Colman thanked city employees Chris Gallant, Deputy Director of Public Works and Ray Demers, Deputy Chief of Police for their time spent working on this issue. Both were instrumental in making changes to signs at the intersection of Route 1, the Spur and Ocean Park Road in Saco to make it safer for all. Has it totally solved the issue? No, but I plan to contact the MDOT to find out the status of the Comprehensive Plan for Route One from Saco to Biddeford to see if it is possible to stop the spur light by a ½ minute earlier to allow for better flow of traffic from the Ocean Park Road.

VI. AGENDA

A. KOA CAMPGROUND CONTRACT ZONE – (PUBLIC HEARING)

Applicant Sun Saco RV, LLC, proposes a significant expansion to the existing campground off Spring Hill Road. An existing zoning boundary separating the B-6 and I-1 zones bisects two of the three parcels involved, and a contract zone is proposed in order to allow the expansion to move forward.

Campgrounds are a conditional use in the B-6 zone, so a good deal of the existing campground (Lot 8-1) is conforming. Lots 7 and 11 are divided by the zoning boundary line. There is some campground development intruding over into the I-1 zone, regarded as legally nonconforming, as campgrounds are not an allowed use in I-1. The contract zone as proposed would allow expansion on Lots 7 and 11, into the I-1 zone.

This item was reviewed by the Planning Board at its July 21 meeting. 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. First reading of the contract zone was discussed during the September 8th Council meeting.

Councillor Roughan moved, Councillor Smith seconded to open the Public Hearing. The motion passed with seven (7) yeas.

There were no comments from the public.

Councillor Roughan moved, Councillor Smith to close the Public Hearing, and be it ordered that the City Council set the Second and Final Reading of the document entitled “Contract Zone Agreement by and Between Sun Saco RV, LLC and the City of Saco,” dated July 2015; for the property identified as Tax Map 59, Lots 7 and 11 as authorized by Section 1403 of the Zoning Ordinance, pursuant to 30A M.R.S.A. Section 4352(8), for October 5, 2015. Further move to approve the order. The motion passed with seven (7) yeas.

Contract Zone Agreement by and Between
Sun Saco RV, LLC and the City of Saco

July 2015

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through July 2013 is hereby further amended by adopting this Contract Zone Agreement by and between the City of Saco and Sun Saco RV, LLC (“Applicant”)
1. The Applicant proposes to expand a Campground at 814 Portland Road (“Subject Property”). See attached exhibit #1.

2. The Subject Property is identified as Tax Map 59 Lots 7 & 11 on City of Saco tax maps and is located in the I-1 and B-6 zoning districts.

3. Subject property has been utilized for, at least, the past 30 years as a Campground, and is currently a KOA Campground.

4. Right, title and interest is demonstrated with the Applicant’s submission of fee ownership deed as recorded in the York County Registry of Deeds Book 16811 Page 221.

5. The proposed Campground is an allowed conditional use in the B-6 zone and not a permitted use in the I-1 zone.

6. As stated in Section 1403-1 of the Zoning Ordinance, “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”

7. Recognizing the use restrictions imposed by the Zoning Ordinance, the Applicants hereby make application for a Contract Zone that would allow a Campground to be expanded within the entire Subject Property.

II. **This Contract Zone, specifically and exclusively for the Subject Property, would allow the Applicant to expand and operate a Campground as proposed on the Subject Property, subject to the following conditions, as provided for in Section 1403 of the Saco Zoning Ordinance.**

1. A Campground as proposed by the Applicant shall be allowed to operate as a permitted use on the Subject Property.

2. No new campsites shall be created within 30 feet of the exterior lot lines of a campground when abutting business or industrial zoning districts and not within 30 feet of the exterior lot line when abutting residential zoning districts.

3. All camping units or structures shall be located at least 200 feet from any residence not owned or used by the campground owners.

4. No new campsite shall be created within 75 feet of the upland edge of a stream.

5. Each area proposed for a tent site or parking space for a travel trailer, pickup camper, motorized camper, or tent trailer must contain at least 2,000 square feet with no dimension less than 30 feet.

6. One (1) parking space for passenger vehicles shall be provided for each recreational vehicle (RV) and tenting site. The parking spaces shall be within the boundary of the Subject Property. No parking space may block walkways or interfere with traffic flow within the campground.

7. Minor changes may be approved by the staff of the City of Saco. Any changes determined by the staff to be “major” shall be submitted to the Planning Board for review. If it is determined that the changes constitute a change in the contract, then the developer shall also be required to obtain City Council approval of the changes.

8. Upon approval of this contract by the City Council, the Applicant shall submit materials required for site plan review to the Planning Office in order that the project may be reviewed by the Planning Board. Failure of the Applicant to secure site plan approval from the Planning Board within one (1) years of the approval of this Contract by the Saco City Council shall render this Contract null and
void. In the event that permits or approvals are delayed due to circumstances beyond the control of the Applicant, this one (1) year deadline may be extended by one (1) year upon written request to the City Council.

9. This contract and its provision shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant. Approval of this Contract Zone is in part based on the financial and technical qualifications of the Applicants as submitted to the City. A change in ownership prior to completion of the terms of this Contract may necessitate review and approval by the City Council. Determination of such shall be made by the Planning Office.

10. Failure of the Applicant to initiate the Campground expansion as described in the application materials for this Contract Zone within (2) years of the date of approval shall render this agreement null and void. Said two (2) year period may be extended for a period of one (1) year upon written request to the Planning Office prior to termination of said two (2) year period.

11. Breach of these conditions and restriction by the owner shall constitute a breach of the contract, and the owner may be required to apply for a contract modification. Failure to apply for, or to obtain a modification shall constitute a zoning violation, subject to enforcement action.

III. A. The parcels identified as Tax Map 59 Lots 7 & 11 are parcels of an unusual nature and location, for the following reasons:

a. The property includes 127 campsites that are currently within the both Industrial (I) and Business (B-6) Zones. The proposal would allow for the continued use and expansion of the campground use. Currently, the campground use is not an allowed use under the Industrial Zoning Ordinance.

b. The Applicants propose an activity that would allow for the continuation and expansion of the existing campground use. The campground use and expansion meets the goals of Comprehensive Plan as it is located in a Growth Area and further enhances the City’s role in the Southern Maine tourist economy to expand the range of recreational, entertainment, and cultural activities available in Saco to meet the needs of travelers and visitors.

c. The subject property is unique due to its proximity to the amusement parks within a mile radius of the campground. The success and expansion of these parks has led to increased demand for the campground. As part of the expansion plan the large area of wetland and streams will be protected. In addition, the expansion plan includes a proposal for stormwater management and treatment.

B. The proposed rezoning is consistent with the 2011Saco Comprehensive Plan, based on the following goals:

Chapter 6. Land Use Goals and Policies

Industrial Area (I)

Area: The Industrial Area encompasses the existing industrial areas south of the I-195 Connector between the industrial park rail spur and the Maine Turnpike including the City’s public works facility.

Vision: The Industrial Area continues to provide attractive locations for a wide range of economic activities.

Allowed Uses: A range of service, office, light industrial, recreational, and community uses should be allowed in the Industrial Area. Retail, automotive service, and residential uses are not appropriate in this area. The following types of uses are generally appropriate in the Industrial Area as a permitted or conditional use:
- business services
- financial services
- business, professional, and government offices
- community and government services
- recreation uses
- light industrial uses
- wholesale and distribution uses
- recycling facilities

Development Standards: The City’s development standards including the zoning requirements and site plan and design standards should focus on assuring that new development and the expansion or modification of existing buildings is well-designed and environmentally sound.

Appendix L. Land Use

A. General Pattern of Development -- Route 1 north of the I-195 Spur The land north of the I-195 Spur to the Saco/Scarborough municipal line includes a broad mix of land uses, from agricultural production to car dealerships to commercial recreation enterprises. Commercial uses tend to be clustered together, interspersed with occasional single family homes, open agricultural land, and vacant commercial land. Most of the land north of the Spur is zoned Highway Business District (B-6).

C. The proposed use is consistent with the existing uses and permitted uses within the original zone.
The original zone is split between the Industrial (I) and Business (B-6) Zones. The campground has existed for at least the past 30 years and at the time of re-zoning was split between the I and B-6 Zones. A Campground is not an allowed use within the Industrial Zone and therefore the existing campground in this area is grandfathered. The proposed expansion of the campground therefore requires this contract zone to allow the use of a campground within the Industrial Zone. Campgrounds are allowed as a Conditional Use within the B-6 Zone.

D. The conditions proposed are sufficient to meet the intent of Section 1403. Contract Zoning, of the Saco Zoning Ordinance.

IV. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zoning agreement in the Saco Zoning Ordinance by reference. By signing this contract, both parties agree to abide by the conditions and restrictions contained herein.

Adopted by the Saco City Council on [Date]

By:_______________________________ By:_______________________________

Kevin Sutherland [Name]
City Administrator Sun Saco RV, LLC
Applicant

B. CABLE TELEVISION FRANCHISE TRANSFER OF TIME WARNER CABLE TO CHARTER COMMUNICATIONS – (PUBLIC HEARING)

On May 23, 2015, Charter Communications, Inc., and its subsidiary CCH I, LLC (“New Charter”) entered into agreements with Time Warner Cable and Bright House Networks, LLC, with the goal of merging the three. The new entity would assume the existing license, and the merger would be complete by the end of 2015.

The City’s existing contract with Time Warner expires on Oct. 31, 2017. This will continue to be the case, but instead with cable provider Charter Communications, Inc.

Councilor Tardif moved, Councilor Johnston seconded to open the Public Hearing for the proposed Cable Television Franchise Transfer. The motion passed with seven (7) yeas.

Attorney Bill August, Cable Counsel to City on the pending franchise renewal negotiations and the most recent
terminated Comcast & Time Warner Franchise Transfer process. - That process terminated because the FCC did not approve the Comcast acquisition of Time Warner. So when that ended Charter Communications which is also a major cable system operator nationally filed an application with the City of Saco on July 1st requesting approval of the Charter merger with Time Warner. Under the existing Saco Franchise Section 2.5 there is a license transfer application and the city may hold a public hearing to receive public comment and the transfer is contingent on local consent. However, under the federal cable act if the city takes no action within 120 days a transfer is deemed to be approved. So since the application was filed on July 1st the 120 day window ends at the end of October. So you are in pretty good shape time wise. The renewal is a big deal in municipal cable world, but the transfer not so much. Renewal we are legally allowed by the Federal Cable Act to negotiate a new deal to renegotiate for more funding for municipal meeting coverage, access channels and some of your school and municipal buildings interconnection lengths. Renewal has historically been front and center in municipalities that see the importance of cable infrastructure. Transfer not so much because under the Cable Act we are somewhat circumscribed and we cannot condition a license transfer on new stuff like you can in a renewal. The criteria set forth in the federal Cable Act for our federal transfer is to review the qualifications of the transferee to see if they can step into the shoes of the transferring existing company, Time Warner. So you are really looking at the company and its qualifications. Charter who I have worked with in allot of Massachusetts towns is a major cable system operator and does operate the cable systems. One of the purposes of a hearing is to meet the new company and Ms. Melinda Poore from Time Warner as we understand will continue to be the operational person under the new company because Charter doesn’t have systems in Maine, they have systems in other States and they will be relying on Time Warner’s existing plan and operation to run the company. So Melinda is here to give a brief overview from Time Warner and Tom Kohan is the head of government relations in New England and he can tell us about Charter. Melinda works with Maine municipalities and Tom works with Massachusetts, New York, Vermont, Connecticut and New Hampshire municipalities. So Tom is a trouble shooter and the person to go to when there are cable systems problems.

Councilor Tardif – When the cities contract with Time Warner expires in 2017, will we be negotiating with them or one of these other companies?

Attorney Bill August stated that in a sense, both. Charter will be the controlling parent company so they will have ultimate control. So you will be dealing with an entity being controlled by Charter. So yes, you will be dealing with Charter. But, as I understand it Charter will be relying on some Time Warner people to continue the renewal discussions on operations. But I’m not sure about that.

Tom Cohan, Director of Government Affairs for Charter Communications in New England and New York – As Bill said, we don’t have systems in Maine today. To briefly address your question. Charter submitted an application for the transfer on July 1st to the city. That was to demonstrate we have the legal, technical qualifications to be the cable operator here and to step into the shoes of Time Warner Cable. We also included a sample resolution to approve the transfer. We will comply with any of the existing terms and of your cable franchise today. We are prohibited by law from actually having discussion with Time Warner Cable or Bright House today about the operations of the systems. But, if you are negotiating the franchise contract in 2017, chances are you will be negotiating with renewal with Time Warner Cable and we will just agree to abide by all the terms and conditions that they negotiate with the city.

Councilor Tardif – Will the citizens of Saco be dealing with Charter Communications or Time Warner for paying their bills and all the complaints we get?

Tom Cohan – Mr. Kohan stated that once the merger is approved by the FCC and the transaction is completed, then New Charter will be the cable company. Your franchise will still be held by Time Warner Cable but Time Warner Cable will in the corporate structure report up to New Charter. The employees of Charter will probably be the same employees in Maine today and will be dealing with customers. Eventually there will be a change in the name on the truck but it will probably be the same person driving the truck. I came up in August and met with Cheryl Fournier, Robert Hamblen and William Mann from your staff and their first question was “Who is Charter”. Charter operates in 28 states. We have about 6 million customers. Our national footprint is very much like the...
Time Warner Service area in Maine. We don’t serve big cities we generally serve the small towns and rural areas across the country. As we come into this area you will find we are very familiar with this service area. A brief history of Charter: About 3 years ago we brought in a new CEO Tom Rutledge who actually has experience in Maine, we ran the Time Warner Cable systems about 15 years ago. He then went to Cable Vision and is now at Charter. Since coming to Charter he has made dramatic changes to our company. In those 3 years we have invested $5.5 billion in upgrading all of our plants national wide and all of our systems are all digital systems as of this time last year. In those years we have hired 7,000 new employees so we are up to 23,000 right now, largely in the technical and the customer service areas. We have also brought the customer call center that we had overseas have all been brought to the United States and we are committing to do the same for any of the Time Warner call centers that are currently offshore. With the investment of going all digital, that allowed us to increase our internet speed up to 60 mega bits per second. We also offer 100 mega bits per second too for residential customers and for business customers we can customize to almost anything they want. So if a business, school or library wants a 10 gig service, we can provide that. Focusing on the customer service area, we have moved to 2 hour windows. So if you call Charter today in one of our service areas and you need and installation of service appointment, we will give you a 2 hour window so you don’t spend a ½ day to full day at home. We have also dramatically increased the number of evening and weekend hours to make it more convenient for people. It was becoming more clear to us that more and more people given their choice of a service visit would be the last one of the day when they got home from work or on the weekend when it was more convenient for them. So that is the direction our company is moving in. As we are looking at Time Warner Cable and Bright House Network, we are looking to take the best of the best of all 3 companies. So today Time Warner for example offers public wi-fi hot-spots and Charter has never done that. So Charter will be adopting more of those and expanding them throughout the service area. What that does is it allows somebody who is using their smart phone or tablet and they can go on wi-fi and save allot on their data plans. We are also going to adopt and expand a low cost low income internet service that Bright House Network offer today It is similar to the program called connect to compete which is probably similar to what you heard from Comcast last year. It is an internet essentials program. In the area of $9.95 a month an entry level internet program to allows lower income people access to the internet. You have probably followed the headlines about network neutrality and the FCC has adopted an network neutrality vision that cable companies need to follow. Charter always abided by the policies of network neutrality and we have never blocked or slowed down somebody’s service of offered pay prioritization for some companies to get a faster land than somebody else. We are committed to continuing and expanding that.

Councilor Roche – Inquired whether they had a presence in Vermont.

Tom Cohan – Yes, we have systems in the northeast part of Vermont.

Councilor Roche – How about New York?

Tom Cohan – Yes, we have 53 cities and towns in Massachusetts, about 35 towns in Connecticut, 35 towns in northeast Vermont, and about 27 towns in New York in the Plattsburg area which I like to describe it as suburban Montreal.

Mayor Pilon, - Inquired if they are publicly owned or public traded?

Tom Cohan – Charter is publicly traded.

Mayor Pilon – Which market, Big Board?

Tom Cohan - Yes, it is “CHTR”.

Tom Cohan – As Bill said, we have a resolution for you to consider and if you choose to do nothing, these are approved after 120 days.

Tom Harkins, Resident – How is Saco benefiting in turn of upgrading the equipment and quality of viewings of the
public as an opportunity to share

Councilor Roche – Noted that this part of the renewal process for 2017. So that debate continues. This is just for the transfer and an opportunity for the community to influence and upgrade during the interim so the public can have an idea of what is going on here.

Mayor Pilon – Noted that there would be opportunities for the public to weigh in as this process continues.

Councilor Roughan – Since we are being requested to sign a legally binding agreement, has our City Solicitor reviewed this and does he have an opinion that our execution of the agreement is to the benefit of the city. I understand is the absence of execution, obviously after the expiration of 120 days our franchise agreement will roll over to Charter the holding company anyway.

Bill August – The franchise agreement stays exactly the same if we approve the application.

Councilor Roughan – Looking for your opinion as to where the city benefits from our side of execution of this agreement?

Bill August – My view of it is that it is continuity. It doesn’t improve or diminish your situation legally in so much as the franchise document is the same before and after for transfer, so you have the status quo. It is not really changing. In terms of really getting to the issue of are you benefiting not by any change in terms or conditions but by having the new company and people and new cast of characters. Does that benefit you? To an extent my honest answer is my crystal ball is working these days so I do not know. I say that because it is nothing we have control over. We can only deny it in the first place if you could demonstrate that the applicant lacks the technical, legal and financial ability to operate a cable system. Which most municipalities have concluded is extremely difficult to do given the fact that they are a successfully operating cable system elsewhere. So we haven’t invested allot of time analyzing and evaluating how their people and characters are different because we don’t control that. There is one area where you could do more. Although they cannot condition the transfer on amending the document they can look at if there is non-compliance with the existing document. Because that is not conditioning the transfer on new terms and conditions. But we have looked at that and inquired about that internally during the recent Comcast & Timer Warner merger proposal and we did not then identify non-compliance. If they were non-compliant there are some rulings that you can’t even condition the transfer on coming into compliance, but there are other interpretations that do give you leverage to negotiate compliance under the transfer criteria. It is part of evaluating the new company’s qualifications. Do they have legal qualifications? Do they technical qualifications? My evaluation of a new companies technical and legal qualifications would be affected by how they responded to questions about coming into compliance. So you do have some opportunity in the area of leveraging compliance. We just went through this in another transfer and in a transfer before that as another Time Warner shifting of control. As a result of those inquiries we did not identify non-compliance. But, if the city does see in its own review of the exhibits and I have not been asked to do any reviews, but if you did, I would do that to see if there are areas of non-compliance or areas for improved performance under the existing contract.

Tom Cohan – I think there is a little bit of confusion because we are talking about an agreement, actually a Council resolution to approve the transfer. If the Council chooses not to adopt that resolution and lets the 120 clock run out we don’t automatically become the owner of the cable system. We still need the approval of the FCC to complete the transactions.

Councilor Roche – Going back to compliance and non-compliance. On the cities side, the issues we have had with communications and allot of it has to do with our hardware which we are working on. We had some proposals at workshop to dedicate some more resources to our own hardware. But, in the end the access, right now you need digital Time Warner to watch your public meetings. Does that qualify as compliance under the old contract that digital is necessary?

Bill August – Not to my knowledge.
Councilor Roche – If you have standard cable right now you cannot watch your public meetings. You need to have digital cable. You are saying that our recourse is making sure they are compliant currently. I just want to know if that is compliant.

Bill August – You could buy a box that would convert the reception in the old TV to digital through the Cable Act. The Cable Act has strong limits on things that we cannot regulate including rates, programming line-up or signal protocol. Part of the agreement was you could regulate these PEG channels and local facilities and in return you won’t have the local towns and cities each having some as digital and some as analog. The idea was to have that determined on a regional basis without multiple controls.

Melinda Poore, V.P. Government Relations at Time Warner Cable – Our PEG channels are delivered via digital format and they are no longer available on our analog system. But they are not part of the digital tier. They are still part of the basic tier as identified under the Cable Act. So, if a customer has a digital TV set and they take the cable from the wall and plug it into their TV they don’t necessarily need equipment to view the PEG channel but they would have to do a scan on their digital TV to pick it up.

Councilor Roche – How new of a TV do they need to have for that?

Melinda Poore – So, a digital TV with a quam antenna. If you have a constituent or somebody who has a question about that, you can send them to me and I will absolutely have one of our technical folks go by and see if they can help. Most TV’s as I understand digital ones and the flat screens have that capability.

Councilor Roche – Allot of our constituents don’t have those types of TV’s.

Melinda Poore – I think that as we know, everything is moving to a digital format and it allows cable companies to build to maximize the capacity on the system to offer increased broad band speeds and to fully leverage services.

Councilor Roche – The motivation of the Council and the city is to communicate as best we can in all avenue and not to put added expense to our citizens. That is why we are having this discussion now so I can communicate in plain english as to why you can’t see your Council meetings.

Melinda Poore – Well, if they have an analog television set then there is the digital adapter box that is necessary to convert the signal so that they are able to see it.

Councilor Roche – So come down to the office on Industrial Park Road and get that?

Melinda Poore – Yes. Or, if you have an elderly constituent, give me a call or send me a e-mail and we can have a technician go out and solve that for them. So that they are comfortable and don’t necessarily have to do it themselves.

Councilor Precourt – Wants Bill to make sure that we don’t end up with a deal that resembles the FairPoint deal, when FairPoint came into this area and couldn’t fulfill their end of the deal. It took them a long time to get up to snuff with what needed to be done. So I just want to make sure that whoever is taking over for Time Warner has the capabilities to do what they need to do.

Tom Cohan – I assure you that they do. We have 6 million customers and operate in 28 states.

Councilor Precourt – FairPoint kind of did the same thing they came up here thinking they would take the system over and it wasn’t to what they expected and they spent allot of money up here and allot of people suffered for a long time when they first got up here. There were allot of rural areas that didn’t have any phone coverage.

Tom Cohan – I agree.

Melinda Poore – Time Warner Cable has been investing $100’s of millions of dollars in our networks over the past
30 years that we have been in operation in the State. Charter is acquiring a fully upgraded network. It is a good system, it is not an old clunky pick-up truck.

Councilor Roughan – You mentioned some kind of a converter box to take the digital signal and convert it to analog. Is there a charge for that, for the people who haven’t buy the more current televisions?

Melinda Poore – Yes, there is a charge. It is about $2.00 a month for the box additional.

Councilor Roughan – They don’t purchase the box correct?

Melinda Poore – No, they don’t.

Mayor Pilon – Isn’t there a package for seniors, in other words a reduced rate?

Melinda Poore – We have the very basic tier which is around $20.00 a month which provides the broadcast channels and a few other limited basic tier.

Mayor Pilon – Do you have data on how many seniors are in that basic package?

Melinda Poore – I don’t have data on the age of the customers. I can tell you how many customers have the basic only package versus some of the other packages and I can tell you it is a very small amount. I don’t have the numbers with me, but I can certainly follow-up. The other information that we are not able to access is how many of our other customers throughout the City of Saco actually have a digital TV set because they are plugging in right from their wall to the TV and there is now way for us to understand who has how many TV’s in their homes.

Mayor Pilon – Maybe she can call up some data to see how many seniors might be on that basic plan.

Councilor Roughan – Yeah, I think if you had some analytics around that.

Melinda Poore – I don’t have demographic data for our customers because we don’t ask for their age when we sign them up for services. But I can certainly provide you with how many have basic only versus the standard package.

Councilor Roche – If they do have a digital TV they just have to hit the scan button to define the channels?

Melinda Poore – Yes, that is correct and I have the specific number for the channel provided her that I can give to you too. It is 121.something. I can get that.

Councilor Roche – Then they should just call you or if they know that feature just run it and it will find them. If you could e-mail the city sometime so that we can get just what that channel is.

Melinda Poore – I can do that tomorrow.

Barbara Colman, Resident – Where would we find the franchise agreement for Saco so that somebody could read it? Is it online or in a paper copy?

Mayor Pilon – Cheryl, is the franchise agreement somewhere on the cities website?

Cheryl Fournier, Finance Director – If it is not on the website I will get it to you.

Barbara Colman – Yes, thank you for asking the question because yes, it is going to cost anyone who doesn’t have it money, that box. They could have purchased one a couple of years ago for $40 and been able to have had what you needed to without having the monthly expense.

Councilor Roughan – Mr. Mayor I would think that Time Warner when the digital signal was coming into the systems nationwide a few years back, I believe the FCC at one time where they not providing some conversion box nationwide for a limited time period for individuals to take advantage of and receive that for no cost or charge to them. But if I’m not mistaken that program is no longer in place.
Melinda Poore – Nope. The FFC had dispersed converters basically that replaced the rabbit ears. So that was a little it different than what cable companies have been doing. I know Time Warner Cable since 2009 has been slowly migrating channels to be digitally delivered. When we converted the public access channels to all digital a couple of summers ago we did provide the digital adapter for free for about 2 years. So that folks could get used to them.

Councilor Roughan – But that offer was provided to all subscribers.

Melinda Poore – Yes, it was.

Ron Michaud, Bayview Rd – I was one of the negotiators years ago for this 10 year contract. The changing from analog to digital transfer never came up as a concept. I think with the new contract whatever we negotiate, there should be in there that if the entity decides to change the submission process, it may be digital 10 years from now and may not be. That the franchise fee or something cover it, for the access for folks during the transition. Two years is one thing but when we people in our community who can’t watch things that go on down here unless they pay $200 more per month, I don’t think is right. The analog to digital conversion was to their advantage and not to our citizens advantage. We should make sure that we deal with that in our next contract.

Councilor Tardif moved, Councilor Roche seconded to close the Public Hearing and be it ordered that the City Council set the consent resolution for the proposed Cable Television Franchise Transfer for October 5, 2015. The motion passed with seven (7) yeas.

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July 1, 2015

Mr. Rick Michaud
City Manager
City of Saco
300 Main Street
Saco, ME 04072

Re: Charter Communications, Inc.

Dear Mr. Michaud:

On May 23, 2015, Charter Communications, Inc. ("Charter Communications") along with its subsidiary CCH I, LLC ("New Charter") entered into agreements ("Agreements") with Time Warner Cable Inc. ("TWC"), shareholder Liberty Broadband Corporation, and Advance/Newhouse Partnership ("A/N"), the parent company of Bright House Networks, LLC ("BHN"). Under the terms of the Agreements, TWC, the ultimate parent of the cable franchise in your community, will merge into a subsidiary of New Charter. Charter Communications will then merge with a subsidiary of New Charter, and New Charter will assume the name Charter Communications, Inc. ("Charter"). As a result of the transaction, control of the franchise will transfer to Charter, but there will be no assignment or transfer of the franchise or other system assets of the franchisee.

These Agreements are part of a series of transactions that offers the unique opportunity to combine the resources of three leading cable companies under the banner of one company, Charter. TWC, BHN, and Charter all have histories of successful cable ownership. With a proven track record of consistent performance, strong management, job creation, and investment in infrastructure, Charter will continue to build upon the foundations established by Charter, TWC, and BHN across all of our service areas and particularly in your community. Upon completing these transactions, Charter will become the nation’s second largest cable company, with all the experience and resources necessary to provide market-leading services.
You are not required to take action on this application. If you determine that consent is necessary under the terms of your franchise, we have provided all relevant information for your review using the Federal Communications Commission’s (“FCC”) Form 394.

According to the FCC’s rules, you have a maximum of 120 days from the date you receive this information to review all materials and take any action you deem necessary (please note that your franchise terms may specify a shorter time frame). Should you choose to act, we have enclosed a draft resolution to expedite the consent process. If you believe consent is necessary, we ask that you place a consent resolution on your agenda at your earliest convenience, and that you inform me or your local TWC representatives when you intend to consider the matter. Again, you are not required to take action, and in such case consent will be deemed granted upon the expiration of the 120-day review period.

All of us at Charter are excited about serving your community. If you have any questions please give me a call at 202-621-1910, send an email to adamfalk-govt@charter.com, or send a facsimile to 202-733-5960.

Sincerely,

Adam E. Falk
Senior Vice President, State Government Affairs
Charter Communications

RESOLUTION NO.__________

CONSENT TO CHANGE OF CONTROL

WHEREAS, Time Warner Cable Northeast LLC (“Franchisee”) is the duly authorized holder of a franchise, as amended to date (the “Franchise”), authorizing Franchisee to operate and maintain a cable system to serve City of Saco (the “Franchise Authority”); and

WHEREAS, on May 23, 2015, Charter Communications, Inc. (“Charter Communications”) along with its subsidiary CCH I, LLC (“New Charter”) entered into agreements with Time Warner Cable Inc. (“TWC”) (the ultimate parent company of Franchisee), Advance/Newhouse Partnership (“A/N”), and Liberty Broadband Corporation (“Liberty”) in order to merge with TWC, the ultimate parent of the Franchisee (the “Transaction”); and

WHEREAS, TWC will merge into a subsidiary of New Charter; and

WHEREAS, Charter Communications will merge with a subsidiary of New Charter, and New Charter will assume the name Charter Communications, Inc. (“Charter”); and

WHEREAS, the ultimate control of Franchisee will transfer to Charter; and

WHEREAS, Charter has filed an FCC Form 394 with the Franchise Authority (the “Application”); and

WHEREAS, the Franchise Authority has considered the Application and approves of the Transaction.
NOW, THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FALLS:

The foregoing recitals are approved and incorporated herein by reference.

1. The Franchise Authority consents to the Transaction.

2. The Franchise Authority confirms that the Franchise is valid and outstanding and in full force and effect and there are no defaults under the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the change of control of the Franchisee to Charter has been duly and validly taken.

3. Charter or Franchisee may (a) assign, transfer, or transfer control of its assets, including the Franchise, provided that such assignment, transfer, or transfer of control is to an entity directly or indirectly controlling, controlled by or under common control with Charter; (b) restructure debt or change the ownership interests among existing equity participants in Charter; (c) pledge or grant a security interest to any lender(s) of Charter's assets, including, but not limited to, the Franchise, or of interest in Charter, for purposes of securing any indebtedness; and (d) sell equity interests in Charter or any of Charter's affiliates.

**Federal Communications Commission**

Washington, DC 20554

**FCC 394**

**APPLICATION FOR FRANCHISE AUTHORITY**

**CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL**

**OF CABLE TELEVISION FRANCHISE**

**FOR FRANCHISE AUTHORITY USE ONLY**

**SECTION I. GENERAL INFORMATION**

| DATE: July 1, 2015 | 1. Community Unit Identification Number: ME0049 |

2. Application for:  
- [ ] Assignment of Franchise  
- [x] Transfer of Control

3. Franchising authority:  
- City of Saco

4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:  
- Saco, ME

5. Date system was acquired or (for system's constructed by the transferor/assignee) the date on which service was provided to the first subscriber in the franchise area:  
- N/A

6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:  
- As soon as closing conditions are satisfied

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

**Exhibit No.**  
[[as necessary]]
PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

| Legal name of Transferor/Assignor (if individual, list last name first) |
| Time Warner Cable Inc. |
| Assumed name used for doing business (if any) |
| Time Warner Cable |
| Mailing street address or P.O. Box |
| 60 Columbus Circle |
| City | State | ZIP Code | Telephone No. (include area code) |
| New York | NY | 10023 | (212) 394-8200 |

2. (a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing, or marketing information, or other information not otherwise publicly available, may be redacted.)

Exhibit No. 1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and transferee/assignee?

☐ Yes ☐ No

PART II - TRANSFEREE/ASSIGNEE

1. Indicate the name, mailing address, and telephone number of the transferee/assignee.

| Legal name of Transferor/Assignee (if individual, list last name first) |
| Charter Communications, Inc. (formerly known as CCH I, LLC) |
| Assumed name used for doing business (if any) |
| N/A |
| Mailing street address or P.O. Box |
| 400 Atlantic Street |
| City | State | ZIP Code | Telephone No. (include area code) |
| Stamford | CT | 06901 | 203-905-7800 |

(b) Indicate the name, mailing address, and telephone number of the person to contact, if other than the transferee/assignee.

| Name of contact person (list last name first) |
| Falk, Adam E. |
| Firm or company name (if any) |
| Charter Communications, Inc. |
| Mailing street address or P.O. Box |
| 1099 New York Ave., N.W., Suite 650 |
| City | State | ZIP Code | Telephone No. (include area code) |
| Washington | DC | 20001 | 202-621-1910 |

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

| Street address |
| 12405 Powerscourt Drive |
| City | State | ZIP Code |
| St. Louis | MO | 63131 |

2. Indicate on an attached Exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2
SECTION II. TRANSFEE'E'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:
   - Corporation [X]
   - Limited Partnership
   - General Partnership
   - Individual
   - Other - Describe in an exhibit

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

   (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers next, then directors and, thereafter, remaining stockholders and/or partners.
   (b) Citizenship.
   (c) Relationship to the transferee/assignee (e.g., officer, director, etc.)
   (d) Number of shares or nature of partnership interest.
   (e) Number of votes.
   (f) Percentage of votes.

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3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?
   - Yes [ ]
   - No [X]

   If the answer is No, explain in an Exhibit.

4. Has the transferee/assignee had any interest in or in connection with an application which has been dismissed or denied by any franchise authority?
   - Yes [ ]
   - No [X]

   If the answer is Yes, describe circumstances in an Exhibit.
5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; rejection, suspension or involuntary transfer of any authority (including cable franchises) to provide video programming services, mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or employment discrimination?  

☐ Yes ☐ No

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, transferable stock ownership interests, options, warrants, debentures)?  

☐ Yes ☐ No

SECTION III - TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.  

☐ Yes ☐ No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principles, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchising authority and its agents to the extent permissible under local law.

SECTION IV - TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

SECTION V - CERTIFICATIONS

PART 1 - TRANSFEROR/ASSIGNOR

All the statements made in this application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in this application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.

Signature

[Signature]

Date July 1, 2015

Print full name Gary B. Melz

Check appropriate classification:

☐ Individual ☐ General Partner ☒ Corporate Officer ☐ Other. Explain:

Senior Vice President of Government Relations
PART II - Transferred/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferor/assignees certified that hereof:

(a) Has a current copy of the FCC’s Rules governing cable television systems.

(b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.

(c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation of the system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.

Signature

Date: July 1, 2016

Adam E. Falk

Check appropriate classification:

☐ Individual ☐ General Partner

☐ Corporate Officer ☐ Other: Explain

Senior Vice President, State Government Affairs

EXHIBIT I

DESCRIPTION OF TRANSACTION

The proposed Transaction will combine Charter Communications, Inc. ("Charter Communications"), Time Warner Cable Inc. ("TWC"), and Bright House Networks, LLC ("BHN") into a single company that is poised to leverage the best aspects of each of the three participants. As described below, there are three components to the Transaction, each of which is expected to occur simultaneously upon the closing.

1. First, Charter Communications will prepare its corporate structure to complete the merger. It will do so by utilizing an existing subsidiary (CCH I, LLC), which will eventually become the ultimate parent, public company of the Charter corporate structure, and is referred to as "New Charter." New Charter will convert from an LLC to a C-corporation. To prepare for that transition, New Charter will first become a direct subsidiary to Charter Communications. Next, TWC will become a subsidiary of New Charter through a series of mergers. In the first of those mergers, shares of Time Warner Cable stock—other than those currently owned by Liberty Broadband and Liberty Interactive Corporation (collectively, "Liberty")—will be converted into the right to elect to receive, for each share of TWC stock, cash and shares of New Charter. Liberty will, prior to that merger, contribute its shares of TWC stock to the merger subsidiary in exchange for shares of the merger subsidiary on a one-for-one basis, which will be converted into shares of surviving TWC on a one-for-one basis in the merger. New Charter will assume the liability to disburse cash to the surviving TWC stockholders. Surviving TWC will then merge into a subsidiary of New Charter, and the then-holders of TWC stock will receive one share of New Charter Class A common stock in exchange for each share of TWC stock.

2. Second, Charter Communications will merge with a merger subsidiary of New Charter, becoming a subsidiary of New Charter, and each then outstanding share of Charter Class A common stock will be converted into shares of New Charter. New Charter will assume the Charter name and its existing NASDAQ Stock Market ticker symbol (CTRT). Additionally, Liberty Broadband will contribute cash to New Charter in exchange for shares of New Charter Class A common stock.
3. **Third, subject to separate conditions set forth in Charter Communications’ agreement with Advance/Newhouse (“A/N,” the parent company of BHN), New Charter will acquire BHN, except for certain limited excluded assets and liabilities, from A/N for (a) cash, (b) one share of Class B common stock in New Charter, and (c) exchangeable common and convertible preferred units in a partnership that will be a New Charter subsidiary and that will hold all of BHN’s assets, as well as assets of New Charter and TWC.**

In connection with the BHN portion of the Transaction, Liberty Broadband will contribute additional cash in exchange for shares of New Charter Class A common stock.

Upon completion of the Transaction, majority ownership of New Charter will be publicly held, and a majority of the 13-person board will not be nominated by A/N (which will nominate two board members) and Liberty Broadband (which will nominate three board members). Tom Rutledge, New Charter’s President and CEO, will hold a board seat and will be offered the position of Chairman. New Charter will be the third-largest MVPD behind AT&T-DirecTV and Comcast, assuming the AT&T-DirecTV merger is consummated. New Charter will own and/or manage systems serving approximately 19.4 million broadband customers, 17.3 million video customers, and 9.4 million voice customers across 41 states.

The Agreements are available at:


and


**Exhibit 2**

Transferee, and the legal entity holding the franchise for the cable system that is subject of this FCC Form 394, have no current plans to materially change the terms and conditions of service or operations of the system. The cable system will continue to operate pursuant to the terms of the franchise agreement and applicable law after the consummation of the proposed transactions. Given the evolving technological and commercial environments in which the cable system operates, changes in service may occur in order to improve the offerings provided to subscribers, even if the precise nature and timing of these changes cannot be specified now. For these reasons, Transferee, and the legal entity holding the franchise for the cable system that is subject of this Form 394, reserve the right to make service and operational changes in accordance with the terms of the franchise and applicable law.

**C. ZONING ORDINANCE AMENDMENT TABLE 707 – (FIRST READING)**

The Code Enforcement Office recognized recently that the adoption of mixed use zones including MU-1, MU-3 and MU-4, did not include being added to Table 707 of the Zoning Ordinance. It was an oversight at the time, and has been corrected in the attached table.

The Planning Board considered this in workshop and held a public hearing on May 19, 2015. The Board recommends that the amendments be adopted as proposed. City Council discussed in Workshop on September 8, 2015.

Councilor Cote moved, Councilor Roche seconded “The City Council hereby Ordains and Approves the First Reading of the document titled, ‘Amendments to Table 707 – Signs in Mixed-Use, Business and Industrial Zones, Amended July 7, 2015’, and further move to set the Public Hearing for October 5, 2015.” The motion passed with seven (7) yeas.
The Planning Board reviewed earlier this year a subdivision that included a proposed 300 foot City Street. This led to discussion of a private road being substituted for the street. Longer serving Board members and City staff recall...
that the intent of Section 724 of the Zoning Ordinance is that a private road and a subdivision are two separate
issues, and that the Council’s intent in 2001 was that the one is mutually exclusive from the other. The language
addressing this in the Ordinance is perhaps not as clear as it could be, and is recommended for clarification.

The Planning Board considered this in workshop and held a public hearing on May 19, 2015. The Board
recommends that the amendment be adopted as proposed. The City Council discussed in Workshop on September
8, 2015.

Councilor Smith moved, Councilor Precourt seconded “The City Council hereby Ordains and Approves the First
Reading of the document titled, ‘Amendment to Section 724. Private Roads, Amended July 7, 2015’, and further
moves to set the Public Hearing for October 5, 2015.” The motion passed with seven (7) yeas.

“Ampendment to Section 724. Private Roads, Amended July 7, 2015”

Section 724. Private Roads  (Amended 10/5/01; 4/7/03)

5. Nothing in this section shall override any requirement in the subdivision regulations that subdivisions and
all lots within subdivisions be built on public streets. See Section 10.8, Subdivision Regulations. (Amended
??/??/15)

E. CITY CODE CHAPTER 177: SEX OFFENDER RESIDENCY RESTRICTIONS – (FIRST
READING)

Maine Revised Statutes 30-A MRS §3014 provides the legal basis for municipal ordinances regarding residency
restrictions for sex offenders. The City recognizes that providing for the safety and welfare of children is of
paramount importance to the community and proposes to establish residency restrictions for certain sexual
offenders.

The proposed ordinance will not affect sexual offenders currently residing in Saco. However, sexual offenders
moving to Saco who have been convicted of Class A, B or C offenses against persons who have not attained 14
years of age would have to comply with the new ordinance.

Councilor Roughan moved, Councilor Precourt seconded the City Council hereby Ordains and Approves the First
Reading of the document titled, “City Code Chapter 177 Sex Offender Residency Restrictions” and further move to
set the Public Hearing for October 5, 2015. The motion passed with seven (7) yeas.

Chapter 177. SEX OFFENDER RESIDENCY RESTRICTIONS

177-1. Title.

This article shall be known as the “City of Saco Sex Offender Residency Restriction Ordinance.”

177-2. Findings and purpose.

The City promotes and strives to create a safe environment for its citizens to live and raise families and
considers the promotion of the safety and welfare of children to be of paramount importance. The City recognizes
that sex offenders who prey upon children may have a high rate of recidivism, and for this reason extra protective
measures are beneficial to the community and its children. Notwithstanding the fact that certain persons convicted
of sex offenses or sexually violent offenses are required to register pursuant to the Maine Sex Offender Registration
and Notification Act of 1999, 34-A M.R.S.A. § 11201 et seq., as may be amended from time to time, the City finds
that further protective measures are necessary and warranted to safeguard places where children play and
congregate. The purpose of this ordinance is to provide such further protective measures while balancing the
interests and residential needs of sex offenders.
177-3. Authority.

This ordinance is adopted in accordance with the provisions of 30-A M.R.S.A. § 3001 and 30-A M.R.S.A. § 3014, as may be amended from time to time.

177-4. Definitions.

**Designated Sex Offender(s)** - Person(s) convicted of Class A, B or C sex offenses committed against persons who had not attained 14 years of age at the time of the offense, regardless of whether the offense was committed in the State of Maine or another jurisdiction.

**Residence** – The temporary or permanent occupation or use of a place, including, but not limited to a domicile, for the purpose of living, residing or dwelling.

**Restricted Property** – (i) The real property comprising a public or private elementary, middle or secondary school; and (ii) the real property comprising a municipally owned property or State-owned property that is leased to a nonprofit organization for purposes of a park, athletic field or recreation facility that is open to the public where children are the primary users.

**Setback** - A 750 foot radius surrounding “Restricted Property.”

177-5. Restricted Property map; restrictions.

(a) The Public Works Department, with the assistance of the Police Department, shall prepare and file with the City Clerk and Police Department an official map showing Restricted Property (to be called the “Restricted Property Map”) as defined by this ordinance. Said map is hereby incorporated herein and made a part of this ordinance. The Police Department shall, by July 1 of each year, recommend updates of the Restricted Property Map to the City Council to reflect any changes in the locations of any Restricted Property and Setbacks. The City Council shall review any proposed changes recommended by the Police Department at public hearing, and may thereafter amend the Restricted Property Map by Council Order. The official Restricted Property Map, and all amendments thereafter shall be filed with the City Clerk and the Police Department. If the Police Department does not forward or recommend any changes or revisions to the Restricted Property Map, then the existing Restricted Property Map shall remain in force and effect until the succeeding July 1.

(b) No Designated Sex Offender shall reside within the Setback of any Restricted Property, except as may be permitted below pursuant to Section 177-6.

(c) Restricted Property List:
   1. Thornton Academy, 438 Main Street
   2. Middle School, 40 Buxton Road
   3. Young School, 36 Tasker Street
   4. Burns School, 135 Middle Street
   5. Fairfield School, 75 Beach Street
   6. Community Center, 75 Franklin Street
   7. Pepperell Park, Beach Street
   8. Diamond Riverside Park, Irving Street
   9. Saco Little League Field, Summer Street
   9. Parks & Recreation maintained playgrounds and athletic fields at the following Locations:
      - Softball field, Franklin Street & North Street
      - Foss Road athletic fields
      - Plymouth Drive playground
      - Richards Way playground
177-6. Exceptions.

A Designated Sex Offender maintaining a residence within the Setback of a Restricted Property is not in violation of this ordinance if the residence was established and consistently maintained as a residence prior to the date of adoption of this ordinance. A Designated Sex Offender is not in violation of this ordinance if the Restricted Property is created, moved or enlarged and such creation, movement or enlargement results in a Designated Sex Offender residing within the Setback of a Restricted Property, as long as the residence was in place and consistently maintained prior thereto.

177-7. Publication and Notice.

The Restricted Property Map shall be posted in the City Planning Department with all City Zoning Maps, and a copy shall also be posted at the Saco Police Station at a place easily visible by the public. The City shall also post the Restricted Property Map on the City’s official web site. The City may, at its option, also mail a copy of the Restricted Property Map to the owners of all rental properties located within the City of Saco, so they are also on notice as to the location of all Restricted Properties.

177-8. Violations and penalties.

(a) A Designated Sex Offender who, thirty (30) days after actual receipt of written notice sent by regular mail or hand-delivered from the City, acting by and through its Police Department, is in violation of this ordinance shall be subject to an action brought by the City to enforce the requirements of this ordinance. The City may file a legal action against the violator seeking any and all remedies to which it is entitled pursuant to State and local laws, including, without limitation, declaratory and injunctive relief.

(b) The City may also seek a penalty in the minimum amount of $500.00 per day. Each day of violation shall constitute a separate violation. In the event the City is the prevailing party in any action under this ordinance, it shall be entitled to an award of its reasonable attorney’s fees, court costs and the costs of any expert witness fees incurred by the City. All civil penalties shall inure to the benefit of the City of Saco.


If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

VII. CONSENT AGENDA

Councilor Smith requested that item #D be removed from the consent agenda and discussed and voted on separately.

Councilor Smith moved, Councilor Johnston 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 September 8, 2015 and further move to approve the order:
B. The City of Saco hereby ordains and approves the Second and Final reading of the ‘Order Authorizing City of Saco to Borrow an Amount not to exceed $870,000 for transfer station relocation and recreational infrastructure improvements’. Further move to approve the Order;

The City of Saco hereby ordains and approves the Second and Final reading of the ‘Order Authorizing City of Saco to Borrow an Amount not to exceed $450,000 for energy efficiency improvements to City and School facilities’. Further move to approve the Order;

The City of Saco hereby ordains and approves the Second and Final reading of the ‘Order Authorizing City of Saco to Borrow an Amount not to exceed $995,000 for Lincoln Street reconstruction and improvements’. Further move to approve the Order;

C. Be it ordered that the City Council act pursuant to 23 MRSA Section 3025, to accept the dedication made by Normand Berube Builders, Inc., of title in fee simple of the Zachary Lane and Turnberry Lane rights of way and drainage, utility and maintenance infrastructure and easements, bounded and described and titled in a Warranty Deed as follows;

E. Be it Ordered that the City Council grant the application for a License to operate Games of Chance as follows: Nevada Gold Pull Tickets – 2 games from October 1, 2015 to Dec. 31, 2015 as submitted by the Biddeford & Saco Elks #1597.” Further move to approve the Order;

F. Be it Ordered that the City Council grant the application for a Solid Waste Permit as submitted by Troiano Waste Services Inc. Further move to approve the Order.

The motion passed with seven (7) yeas.

Note: The item commentaries are listed below including item #D’s motion and vote.

**B. BOND QUESTION REGARDING ENERGY AND INFRASTRUCTURE CAPITAL IMPROVEMENTS**

Over the past year, several capital infrastructure and energy improvement projects have been discussed for inclusion in referendum questions to the citizens of Saco. Of the 12 to 15 projects discussed for potential inclusion in the bond, three distinct areas of need are of highest priority. They are:

• Transfer Station and Recreational Infrastructure Improvements
• Energy Efficiency Upgrades to City and School Facilities
• Lincoln Street Reconstruction and Utility Rehabilitation

Following the Second and Final Reading during the City Council meeting on September 8th, an error was discovered in the Bond Orders. The date listed for the election on the documents was June 9th whereas this was changed to be included on the ballot for the November elections. The corrected bond orders and financial statement are included as exhibit items.

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Order Authorizing the City of Saco to borrow an amount not to exceed $870,000 for transfer station relocation and recreational infrastructure improvements

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF SACO, MAINE IN CITY COUNCIL ASSEMBLED:

1. Bonds Authorized. Pursuant to Maine law, including 30-A M.R.S.A. 5772 and Section 6.15 of the Charter of the City of Saco and all other authority thereto enabling, there is hereby authorized and approved the issuance of general obligation bonds (the “Bonds”) of the City, and temporary notes in anticipation thereof (the ‘Notes’), in an aggregate principal amount not to exceed 870,000. The Bonds shall be designated “City of Saco, Maine, General Obligation Bonds” and any notes in anticipation thereof shall be designated “City of Saco General Obligation Bond Anticipation Notes.” The proceeds of the Bonds and any Notes shall be used to finance the costs of transfer station relocation and recreational infrastructure improvements, including relocation of the existing transfer station to separate it from recreational facilities and to address safety concerns, and rebuilding of tennis courts, the access road to ball fields and drainage improvements to fields (the “Project”) and reasonably related costs, costs of issuance of the Bonds and any Notes, and capitalized interest prior to and during construction of the improvements. The City Council shall make all determinations regarding said Project.
2. **Period of Utility.** The estimated period of utility of the Project is twenty-five (25) years.

3. **Tax Levy.** Pursuant to Section 6.15 of the Charter of the City of Saco, an amount necessary to meet the annual payments of principal and interest on the Bonds (and any Notes not paid from the proceeds of Bonds issued hereunder) shall be included in the tax levy of the City each year until the debt represented by said Bonds and Notes is extinguished.

4. **Details of Bonds.** To the extent not inconsistent with this Order and the Charter of the City, the discretion to fix the date(s), maturity(ies) of the Bonds and/or Notes, denomination(s), interest rate(s), place(s) of payment, form(s) and other details of said Bonds and Notes, and to provide for the sale thereof, including execution of said Bonds and Notes on behalf of the City of Saco and delivery against payment therefore, is hereby delegated to the Treasurer and Mayor of the City of Saco. The Bonds shall be payable within a fixed term of years to be determined by the Mayor and Treasurer, not to exceed twenty (20) years, and Notes in anticipation of Bonds shall not exceed three (3) years from the date of the initial issuance of any Notes. Bonds shall be made payable as pertains to interest semi-annually and as pertains to principal in equal, annual serial installments, except that: (1) each year's installments may be adjusted to the nearest multiple of $5,000; and (2) the amount of each year's installment may vary provided that it is equal to or greater than the installment due and payable in any succeeding year. The Bonds and any Notes shall contain such terms and provisions, not inconsistent herewith, as the Treasurer and Mayor may hereafter determine. All determinations by the Mayor and Treasurer shall be conclusively evidenced by their execution of the Bonds or Notes. The Treasurer and Mayor are authorized to provide that any of the Bonds and Notes be made callable, with or without premium, prior to their maturity. Each Bond or Note issued hereunder shall be signed by the Treasurer and countersigned by the Mayor. The Mayor and Treasurer are authorized to select a financial advisor and/or an underwriter for the Bonds and Notes, and the Mayor and Treasurer are authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

5. **Sale of Bonds.** The Treasurer is authorized to prepare, or cause to be prepared, a Notice of Sale and/or a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and/or Notes, such Notice of Sale, Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer. Distribution of the Notice of Sale and/or Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection with offering the Bonds and/or Notes is hereby authorized and approved. The Treasurer is authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of the Notes or Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

6. **Alternate Method of Sale.** In lieu or as an alternative to the method of offering of the Bonds described in section 5 above, the Treasurer is authorized to file an application for sale of the Bonds to the Maine Municipal Bond Bank (the "Bank"), and the Treasurer and Mayor are hereby authorized and empowered in the name and on behalf of the City to borrow up to $870,000 from the Bank pursuant to a Loan Agreement between the City and the Bank providing for a loan from the Bank in the principal amount not in excess of $870,000, and the Treasurer is authorized and empowered, in the name and on behalf of the City, to execute and deliver, under the seal of the City, attested by its Clerk, a Loan Agreement to be in the usual and ordinary form utilized by the Bank, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer may approve, with her approval to be conclusively evidenced by her execution thereof; the Treasurer and Mayor are further authorized to issue,
sell and deliver to the Bank as evidence of the aforesaid loan of up to $870,000 and against payment therefor. Bonds in a principal amount not to exceed $870,000, such Bonds to mature and be payable on such dates and in such amounts as approved by the Treasurer and Mayor; to bear interest at the rates specified by the Bank, which rates shall be subject to approval by the Treasurer and Mayor, such approval to be conclusively evidenced by their execution and delivery of such Bonds, payable semi-annually; to be issued as a single, fully registered Bond in the amount not to exceed $870,000 maturing and payable in installments as aforesaid; to be signed by the Treasurer and countersigned by the Mayor, and sealed with the seal of the City, attested to by its Clerk; and the Treasurer, Mayor and other proper officials of the City be, and hereby are, authorized and empowered in its name and on its behalf, to do or cause to be done all such acts and things as may be deemed necessary or desirable in order to effect the borrowing from said Bank of up to $870,000 and the issue and delivery to said Bank as evidence thereof of a corresponding principal amount of the Bonds of the City as authorized in this Order.

7. Tax Exempt Bonds. The Treasurer is authorized to covenant and certify on behalf of the City that: (a) no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), (b) no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be “private activity bonds” within the meaning of Section 141 of the Code, (c) all required information reports shall be filed and any rebate due to the United States in connection with the issuance of said Bonds and Notes shall be paid, and (d) the City shall take all other lawful actions necessary to insure the interest on the Bonds and Notes will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds or Notes to become includable in the gross income of the owners thereof. The Treasurer is also authorized and empowered to designate the Bonds and/or Notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code, to the extent the election may be available and advisable as determined by the Treasurer.

8. Documents and Certificates. The Mayor, Treasurer, City Clerk and other appropriate officials of the City of Saco are authorized to execute and deliver on behalf of the City such other documents and certificates as may be required in connection with such Bonds and Notes, and to do or cause to be done all acts and things, not inconsistent herewith, as may be necessary or appropriate in order to effect the issuance, execution, sale and delivery of the Bonds and any Notes, and to carry out the provisions of this Order in connection with the Project.

9. Appropriation. The sum of $870,000 is hereby appropriated to finance the Project costs, such amount to be raised by the issuance of the Bonds and/or Notes of the City. In addition, the investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds of the Bonds and Notes, if any, are hereby appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any Project costs in excess of the principal amount of the Bonds or Notes; and (b) in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

10. Reimbursement. This Bond Order shall constitute the City’s declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Project in an amount up to the principal amount of the Bonds to be issued, which costs the City reasonably expects to reimburse with proceeds of the Bonds or Notes.

11. Referendum Vote. Pursuant to Section 6.15 of the Charter of the City, the following question shall be submitted to the voters of the City of Saco for ratification or rejection at a referendum vote to be held on November 3, 2015: Shall the Order of the City Council of the City of Saco entitled “Order Authorizing the City of Saco to borrow an amount not to exceed $870,000 for transfer station relocation and recreational infrastructure improvements” be ratified and approved?

12. City Clerk. A copy of this order shall be filed with the City Clerk.
Order Authorizing the City of Saco to borrow an amount not to exceed $450,000 for energy efficiency improvements to City and School facilities

BE IT ORDERED BY THE CITY COUNCIL
OF THE CITY OF SACO, MAINE IN CITY COUNCIL ASSEMBLED:

1. Bonds Authorized. Pursuant to Maine law, including 30-A M.R.S.A. 5772 and Section 6.15 of the Charter of the City of Saco and all other authority thereto enabling, there is hereby authorized and approved the issuance of general obligation bonds (the “Bonds”) of the City, and temporary notes in anticipation thereof (the “Notes”), in an aggregate principal amount not to exceed $450,000. The Bonds shall be designated “City of Saco, Maine, General Obligation Bonds” and any notes in anticipation thereof shall be designated “City of Saco General Obligation Bond Anticipation Notes.” The proceeds of the Bonds and any Notes shall be used to finance the costs of energy efficiency improvements to City and School facilities, including HVAC replacement with energy efficient system at the police department, HVAC replacements and upgrades at the Middle School and the Burns School and energy LED lighting, with prioritized conversion to LED lighting at schools and public spaces and facilities (the “Project”) and reasonably related costs, costs of issuance of the Bonds and any Notes, and capitalized interest prior to and during construction of the improvements. The City Council shall make all determinations regarding said Project.

2. Period of Utility. The estimated period of utility of the Project is twenty-five (25) years.

3. Tax Levy. Pursuant to Section 6.15 of the Charter of the City of Saco, an amount necessary to meet the annual payments of principal and interest on the Bonds (and any Notes not paid from the proceeds of Bonds issued hereunder) shall be included in the tax levy of the City each year until the debt represented by said Bonds and Notes is extinguished.

4. Details of Bonds. To the extent not inconsistent with this Order and the Charter of the City, the discretion to fix the date(s), maturity(ies) of the Bonds and/or Notes, denomination(s), interest rate(s), place(s) of payment, form(s) and other details of said Bonds and Notes, and to provide for the sale thereof, including execution of said Bonds and Notes on behalf of the City of Saco and delivery against payment therefor, is hereby delegated to the Treasurer and Mayor of the City of Saco. The Bonds shall be payable within a fixed term of years to be determined by the Mayor and Treasurer, not to exceed twenty (20) years, and Notes in anticipation of Bonds shall not exceed three (3) years from the date of the initial issuance of any Notes. Bonds shall be made payable as pertains to interest semi-annually and as pertains to principal in equal, annual serial installments, except that: (1) each year's installments may be adjusted to the nearest multiple of $5,000; and (2) the amount of each year's installment may vary provided that it is equal to or greater than the installment due and payable in any succeeding year. The Bonds and any Notes shall contain such terms and provisions, not inconsistent herewith, as the Treasurer and Mayor may hereafter determine. All determinations by the Mayor and Treasurer shall be conclusively evidenced by their execution of the Bonds or Notes. The Treasurer and Mayor are authorized to provide that any of the Bonds and Notes be made callable, with or without premium, prior to their maturity. Each Bond or Note issued hereunder shall be signed by the Treasurer and countersigned by the Mayor. The Mayor and Treasurer are authorized to select a financial advisor and/or an underwriter for the Bonds and Notes, and the Mayor and Treasurer are authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

5. Sale of Bonds. The Treasurer is authorized to prepare, or cause to be prepared, a Notice of Sale and/or a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and/or Notes, such Notice of Sale, Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer. Distribution of the Notice of
Sale and/or Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection with offering the Bonds and/or Notes is hereby authorized and approved. The Treasurer is authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of the Notes or Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

6. **Alternate Method of Sale.** In lieu of or as an alternative to the method of offering of the Bonds described in section 5 above, the Treasurer is authorized to file an application for sale of the Bonds to the Maine Municipal Bond Bank (the "Bank"), and the Treasurer and Mayor are hereby authorized and empowered in the name and on behalf of the City to borrow up to $450,000 from the Bank pursuant to a Loan Agreement between the City and the Bank providing for a loan from the Bank in the principal amount not in excess of $450,000, and the Treasurer is authorized and empowered, in the name and on behalf of the City, to execute and deliver, under the seal of the City, attested by its Clerk, a Loan Agreement to be in the usual and customary form utilized by the Bank, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer may approve, with her approval to be conclusively evidenced by her execution thereof; the Treasurer and Mayor are further authorized to issue, sell and deliver to the Bank as evidence of the aforesaid loan of up to $450,000 and against payment thereof, Bonds in a principal amount not to exceed $450,000, such Bonds to mature and be payable on such dates and in such amounts as approved by the Treasurer and Mayor; to bear interest at the rates specified by the Bank, which rates shall be subject to approval by the Treasurer and Mayor, such approval to be conclusively evidenced by their execution and delivery of such Bonds, payable semi-annually; to be issued as a single, fully registered Bond in the amount not to exceed $450,000 maturing and payable in installments as aforesaid; to be signed by the Treasurer and countersigned by the Mayor, and sealed with the seal of the City, attested to by its Clerk; and the Treasurer, Mayor and other proper officials of the City be, and hereby are, authorized and empowered in its name and on its behalf, to do or cause to be done all such acts and things as may be deemed necessary or desirable in order to effect the borrowing from said Bank of up to $450,000 and the issue and delivery to said Bank as evidence thereof of a corresponding principal amount of the Bonds of the City as authorized in this Order.

7. **Tax Exempt Bonds.** The Treasurer is authorized to covenant and certify on behalf of the City that: (a) no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), (b) no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be "private activity bonds" within the meaning of Section 141 of the Code, (c) all required information reports shall be filed and any rebate due to the United States in connection with the issuance of said Bonds and Notes shall be paid, and (d) the City shall take all other lawful actions necessary to insure the interest on the Bonds and Notes will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds or Notes to become includable in the gross income of the owners thereof. The Treasurer is also authorized and empowered to designate the Bonds and/or Notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code, to the extent the election may be available and advisable as determined by the Treasurer.

8. **Documents and Certificates.** The Mayor, Treasurer, City Clerk and other appropriate officials of the City of Saco are authorized to execute and deliver on behalf of the City such other documents and certificates as may be required in connection with such Bonds and Notes, and to do or cause to be done all acts and things, not inconsistent herewith, as may be necessary or appropriate in order to
effect the issuance, execution, sale and delivery of the Bonds and any Notes, and to carry out the provisions of this Order in connection with the Project.

9. **Appropriation.** The sum of $450,000 is hereby appropriated to finance the Project costs, such amount to be raised by the issuance of the Bonds and/or Notes of the City. In addition, the investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds of the Bonds and Notes, if any, are hereby appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any Project costs in excess of the principal amount of the Bonds or Notes; and (b) in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

10. **Reimbursement.** This Bond Order shall constitute the City’s declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Project in an amount up to the principal amount of the Bonds to be issued, which costs the City reasonably expects to reimburse with the proceeds of the Bonds or Notes.

11. **Referendum Vote.** Pursuant to Section 6.15 of the Charter of the City, the following question shall be submitted to the voters of the City of Saco for ratification or rejection at a referendum vote to be held on November 3, 2015: Shall the Order of the City Council of the City of Saco entitled “Order Authorizing the City of Saco to borrow an amount not to exceed $450,000 for energy efficiency improvements to City and School facilities” be ratified and approved?

12. **City Clerk.** A copy of this order shall be filed with the City Clerk.

**Order Authorizing the City of Saco to borrow an amount not to exceed $995,000 for Lincoln Street reconstruction and street improvements**

**BE IT ORDERED BY THE CITY COUNCIL**
**OF THE CITY OF SACO, MAINE IN CITY COUNCIL ASSEMBLED:**

1. **Bonds Authorized.** Pursuant to Maine law, including 30-A M.R.S.A. 5772 and Section 6.15 of the Charter of the City of Saco and all other authority thereto enabling, there is hereby authorized and approved the issuance of general obligation bonds (the “Bonds”) of the City, and temporary notes in anticipation thereof (the “Notes”), in an aggregate principal amount not to exceed $995,000. The Bonds shall be designated “City of Saco, Maine, General Obligation Bonds” and any notes in anticipation thereof shall be designated “City of Saco General Obligation Bond Anticipation Notes.” The proceeds of the Bonds and any Notes shall be used to finance the costs of Lincoln Street reconstruction and improvements, including improvements to sidewalks, curbs, sewer facilities, drainage, and roadway pavement and pedestrian improvements, with an excess funds to be used for other street improvements in the City (the “Project”) and reasonably related costs, costs of issuance of the Bonds and any Notes, and capitalized interest prior to and during construction of the improvements. The City Council shall make all determinations regarding said Project.

2. **Period of Utility.** The estimated period of utility of the Project is twenty-five (25) years.

3. **Tax Levy.** Pursuant to Section 6.15 of the Charter of the City of Saco, an amount necessary to meet the annual payments of principal and interest on the Bonds (and any Notes not paid from the proceeds of Bonds issued hereunder) shall be included in the tax levy of the City each year until the debt represented by said Bonds and Notes is extinguished.
4. **Details of Bonds.** To the extent not inconsistent with this Order and the Charter of the City, the discretion to fix the date(s), maturity(ies) of the Bonds and/or Notes, denomination(s), interest rate(s), place(s) of payment, form(s) and other details of said Bonds and Notes, and to provide for the sale thereof, including execution of said Bonds and Notes on behalf of the City of Saco and delivery against payment therefore, is hereby delegated to the Treasurer and Mayor of the City of Saco. The Bonds shall be payable within a fixed term of years to be determined by the Mayor and Treasurer, not to exceed twenty (20) years, and Notes in anticipation of Bonds shall not exceed three (3) years from the date of the initial issuance of any Notes. Bonds shall be made payable as pertains to interest semi-annually and as pertains to principal in equal, annual serial installments, except that: (1) each year's installments may be adjusted to the nearest multiple of $5,000; and (2) the amount of each year's installment may vary provided that it is equal to or greater than the installment due and payable in any succeeding year. The Bonds and any Notes shall contain such terms and provisions, not inconsistent herewith, as the Treasurer and Mayor may hereafter determine. All determinations by the Mayor and Treasurer shall be conclusively evidenced by their execution of the Bonds or Notes. The Treasurer and Mayor are authorized to provide that any of the Bonds and Notes be made callable, with or without premium, prior to their maturity. Each Bond or Note issued hereunder shall be signed by the Treasurer and countersigned by the Mayor. The Mayor and Treasurer are authorized to select a financial advisor and/or an underwriter for the Bonds and Notes, and the Mayor and Treasurer are authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

5. **Sale of Bonds.** The Treasurer is authorized to prepare, or cause to be prepared, a Notice of Sale and/or a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and/or Notes, such Notice of Sale, Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer. Distribution of the Notice of Sale and/or Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection with offering the Bonds and/or Notes is hereby authorized and approved. The Treasurer is authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of the Notes or Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

6. **Alternate Method of Sale.** In lieu or as an alternative to the method of offering of the Bonds described in section 5 above, the Treasurer is authorized to file an application for sale of the Bonds to the Maine Municipal Bond Bank (the “Bank”), and the Treasurer and Mayor are hereby authorized and empowered in the name and on behalf of the City to borrow up to $995,000 from the Bank pursuant to a Loan Agreement between the City and the Bank providing for a loan from the Bank in the principal amount not in excess of $995,000, and the Treasurer is authorized and empowered, in the name and on behalf of the City, to execute and deliver, under the seal of the City, attested by its Clerk, a Loan Agreement to be in the usual and ordinary form utilized by the Bank, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer may approve, with her approval to be conclusively evidenced by her execution thereof; the Treasurer and Mayor are further authorized to issue, sell and deliver to the Bank as evidence of the aforesaid loan of up to $995,000 and against payment therefor, Bonds in a principal amount not to exceed $995,000, such Bonds to mature and be payable on such dates and in such amounts as approved by the Treasurer and Mayor; to bear interest at the rates specified by the Bank, which rates shall be subject to approval by the Treasurer and Mayor; such approval to be conclusively evidenced by their execution and delivery of such Bonds, payable semi-annually; to be issued as a single, fully registered Bond in the amount not to exceed $995,000 maturing and payable in installments as aforesaid; to be signed by the Treasurer and countersigned by the Mayor, and sealed with the seal of the City, attested to by its Clerk; and the Treasurer, Mayor and other proper officials of the City be, and hereby are, authorized and empowered in its name and on its behalf, to do or cause to be done all such acts and things as may be deemed necessary or desirable in order to effect the borrowing from said Bank of up to $995,000 and the issue and delivery to said Bank as evidence thereof of a corresponding principal amount of the Bonds of the City as authorized in this Order.
7. **Tax Exempt Bonds.** The Treasurer is authorized to covenant and certify on behalf of the City that: (a) no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), (b) no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be “private activity bonds” within the meaning of Section 141 of the Code, (c) all required information reports shall be filed and any rebate due to the United States in connection with the issuance of said Bonds and Notes shall be paid, and (d) the City shall take all other lawful actions necessary to insure the interest on the Bonds and Notes will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds or Notes to become includable in the gross income of the owners thereof. The Treasurer is also authorized and empowered to designate the Bonds and/or Notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code, to the extent the election may be available and advisable as determined by the Treasurer.

8. **Documents and Certificates.** The Mayor, Treasurer, City Clerk and other appropriate officials of the City of Saco are authorized to execute and deliver on behalf of the City such other documents and certificates as may be required in connection with such Bonds and Notes, and to do or cause to be done all acts and things, not inconsistent herewith, as may be necessary or appropriate in order to effect the issuance, execution, sale and delivery of the Bonds and any Notes, and to carry out the provisions of this Order in connection with the Project.

9. **Appropriation.** The sum of $995,000 is hereby appropriated to finance the Project costs, such amount to be raised by the issuance of the Bonds and/or Notes of the City. In addition, the investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds of the Bonds and Notes, if any, are hereby appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any Project costs in excess of the principal amount of the Bonds or Notes; and (b) in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

10. **Reimbursement.** This Bond Order shall constitute the City’s declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Project in an amount up to the principal amount of the Bonds to be issued, which costs the City reasonably expects to reimburse with proceeds of the Bonds or Notes.

11. **Referendum Vote.** Pursuant to Section 6.15 of the Charter of the City, the following question shall be submitted to the voters of the City of Saco for ratification or rejection at a referendum vote to be held on November 3, 2015: Shall the Order of the City Council of the City of Saco entitled “Order Authorizing the City of Saco to borrow an amount not to exceed $995,000 for Lincoln Street reconstruction and improvements” be ratified and approved?

12. **City Clerk.** A copy of this order shall be filed with the City Clerk.

**Financial Statement:** The following financial statement applies to Questions 1, 2 and 3 set forth below. The issuing of bonds by the City of Saco is one of the ways in which the City borrows money for certain purposes. The following is a summary of the bonded indebtedness of the City of Saco as of the date of this referendum:

- Bonds now Outstanding and Unpaid: $13,455,000
- Interest to be paid on Outstanding Bonds: $4,911,705
- Total Principal and Interest to be repaid on Bonds Outstanding: $18,366,705
- Additional Principal Amount of Bonds Authorized but not yet issued: $990,000
C. ACCEPTANCE OF ZACHARY LANE AND TURNBERRY LANE, THE TRAILS SUBDIVISION

Developer Normand Berube Builders, Inc., requests acceptance of streets found in The Trails subdivision, off Hearn Road. The ten lot subdivision was approved on Dec. 13, 2011. Its “starting point” was a private road, Zachary Lane, that was upgraded to City street specifications. It includes a looped street off Zachary, Turnberry Lane – roughly 3,100 linear feet of new street and sidewalk.

A warranty deed has been reviewed and found acceptable by the City Attorney. Record drawings have been reviewed and found acceptable by the Department of Public Works. The Planning Board considered this request at its Aug. 18 meeting, and recommends acceptance.

The City Council discussed during Workshop on September 8, 2015.

WARRANTY DEED

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

A certain strip or parcel of land located on the northwesterly sideline of Hearn Road, so-called, in the City of Saco, County of York and State of Maine and shown as Zachary Lane on the plan titled “Amended Subdivision Plan, The Trails, Hearn Road, Saco, Maine” for Normand Berube Builders, Inc. dated April 2013 as revised through 4/2/13, by Berry Huff McDonald Milligan, Inc. and recorded in the York County Registry of Deeds in Plan Book 361, Page 38; said parcel being more particularly described as follows:
Beginning at a capped iron rod found (PLS 2112) on the northwesterly sideline of said Hearn Road at the easterly corner of land now or formerly of Robert and Dianne Denton as shown on aforesaid plan;

Thence N 54° 03’ 48” W along said the land of Denton a distance of 235.45 feet to a capped iron rod found (PLS 2112);

Thence S 76° 18’ 27” W along said land of Denton a distance of 152.97 feet to a granite monument to be set;

Thence S 29° 21’ 57” W along said land of Denton a distance of 211.68 feet to a capped iron rod found (PLS 2112);

Thence S 48° 57’ 20” E along said land of Denton a distance of 1.49 feet to a point and land now or formerly of John and Lina Obrian;

Thence in a general westerly direction along said land of Obrian and along a circular curve to the right (non-tangent to the last described line), circumscribed by a radius of 180.00 feet, an arc length of 220.26 feet to a granite monument to be set; said granite monument to be set being S 75° 47’ 53” W a tie distance of 206.77 feet from said previous granite monument to be set;

Thence N 69° 08’ 47” W along said land of Obrian a distance of 55.90 feet to a granite monument to be set;

Thence in a general westerly direction along the land of said Obrian and along a circular curve to the left, circumscribed by a radius of 120.00 feet, an arc length of 33.25 feet to a 5/8” iron rod found and Lot 8 as shown on aforesaid plan; said 5/8” iron rod found being N 77° 05’ 01” W a tie distance of 33.14 feet from said previous granite monument to be set;

Thence N 85° 01’ 14” W along said Lot 8 a distance of 362.33 feet to a granite monument to be set;

Thence in a general westerly direction along said Lot 8 and along a circular curve to the left, circumscribed by a radius of 120.00 feet, an arc length of 61.23 feet to a granite monument to be set; said granite monument to be set being S 80° 21’ 41” W a distance of 60.57 feet from previous granite monument to be set;

Thence S 65° 44’ 35” W along said Lot 8 a distance of 35.00 feet to a granite monument to be set;

Thence in a general southwesterly direction along said Lot 8 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 32.15 feet to a granite monument to be set; said granite monument to be set being S 42° 06’ 51” W a tie distance of 32.06 feet from said previous granite monument to be set;

Thence S 34° 44’ 44” W along said Lot 8 and along Lot 7 a distance of 382.33 feet to a granite monument to be set;

Thence N 55° 15’ 16” W along said Lot 7 a distance of 50.00 feet to a granite monument to be set and Lot 6 as shown on the aforesaid plan;

Thence N 34° 44’ 44” E along said Lot 6, along Turnberry Lane, so-called, and along Lot 9 a distance of 382.33 feet to a granite monument to be set;

Thence N 55° 15’ 16” W along said Lot 9 a distance of 5.00 feet to a granite monument to be set;

Thence in a general northeasterly direction along said Lot 9 and Lot 10 and along a circular curve to the right (non-tangent to the last described line), circumscribed by a radius of 180.00 feet, an arc length of 189.23 feet to a granite monument to be set; said granite monument to be set being N 64° 51’ 45” E a tie distance of 180.64 feet from said previous granite monument to be set;

Thence S 85° 01’ 14” E along said Lot 10, along said Turnberry Lane and along land now or formerly of Douglas and Karen Waycott a distance of 362.33 feet to a granite monument to be set;
Thence in a general easterly direction along said land of Waycott and along a circular curve to the right, circumscribed by a radius of 180.00 feet, an arc length of 49.87 feet to a granite monument to be set; said granite monument to be set being S 77° 05' 01" E a tie distance of 49.71 feet from said previous granite monument to be set;

Thence S 69° 08' 47" E along said land of Waycott a distance of 55.90 feet to a granite monument to be set;

Thence in a general easterly direction along said land of Waycott and along a circular curve to the left, circumscribed by a radius of 120.00 feet, an arc length of 170.67 feet to a granite monument to be set; said granite monument to be set being N 70° 06' 35" E a tie distance of 156.64 feet from said previous granite monument to be set;

Thence N 29° 21' 57" E along said land of Waycott a distance of 77.54 feet to a point;

Thence N 54° 44' 48" W along said land of Waycott a distance of 5.03 feet to a capped iron rod found (PLS 2112) and land now or formerly of Laurie Roberge;

Thence N 29° 21' 57" E along said land of said Roberge a distance of 124.47 feet to a granite monument to be set;

Thence N 76° 18' 27" E along said land of Roberge a distance of 219.59 feet to a capped iron rod found (PLS 2112) and land now or formerly of Andrea Davis and David Pettit;

Thence S 54° 44' 33" E along said land of Davis and Pettit a distance of 19.18 feet to a 1" iron pipe found;

Thence S 35° 43' 27" W along said land of said Davis and Pettit a distance of 20.00 feet to a 1" iron pipe found;

Thence S 54° 03' 48" E along said land of Davis and Pettit a distance of 241.16 feet to a point and the northwesterly sideline of said Hearn Road;

Thence S 42° 14' 12" W along the northwesterly sideline of said Hearn Road a distance of 50.30 feet to the point of beginning.

The above described Zachary Lane contains 103,360 square feet (2.37 acres). All bearings refer to grid north.

Another certain strip or parcel of land located on the northerly sideline of the above described Zachary Lane, in said City of Saco, and shown as Turnberry Lane on the aforesaid plan; said parcel being more particularly described as follows:

Beginning at a granite monument to be set on the northerly sideline of the above described Zachary Lane at the southwesterly corner of land now or formerly of Douglas & Karen Waycott as shown on aforesaid plan;

Thence N 85° 01' 14" W along the northerly sideline of the above described Zachary Lane a distance of 50.00 feet to a granite monument to be set and Lot 10 a distance as shown on aforesaid plan;

Thence N 04° 58' 46" E along said Lot 10 a distance of 28.44 feet to a granite monument to be set;

Thence in a general northerly direction along said Lot 10 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 97.26 feet to a granite monument to be set; said granite monument to be set being N 17° 18' 37" W a tie distance of 94.82 feet from said previous granite monument to be set;

Thence N 30° 36' 01" W along said Lot 10 a distance of 217.50 feet to a granite monument to be set;

Thence in a general westerly direction along said Lot 10 and along a circular curve to the left, circumscribed by a radius of 175.00 feet, an arc length of 329.20 feet to a granite monument to be set and Lot 9, said granite monument to be set being S 86° 30' 35" W a tie distance of 282.76 feet from said previous granite monument to be set;

Thence S 32° 37' 10" W along said Lot 9 a distance of 196.32 feet to a granite monument to be set;

Thence in a general southerly direction along said Lot 9 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 191.71 feet to a granite monument to be set; said granite monument to be set being S 18° 01' 47" W a tie distance of 62.07 feet from said previous granite monument to be set;

Thence S 55° 15' 16" E along said Lot 9 a distance of 219.30 feet to a granite monument to be set;
Thence in a general easterly direction along said Lot 9 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set and the northwesterly sideline of the above described Zachary Lane; said granite monument to be set being N 79° 44’ 44” E a tie distance of 28.28 feet from said previous granite monument to be set;

Thence S 34° 44’ 44” W along the northwesterly sideline of the above described Zachary Lane a distance of 90.00 feet to a granite monument to be set and Lot 6 as shown on aforesaid plan;

Thence in a general northerly direction along said Lot 6 and along a circular curve to the left (non-tangent to the last described line), circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set; said granite monument to be set being N 10° 15’ 16” W a tie distance of 28.28 feet from said previous granite monument to be set;

Thence N 55° 15’ 16” W along said Lot 6 and Lot 5 a distance of 219.30 feet to a granite monument to be set;

Thence in a general northerly direction along Lot 5, Lot 4 and Lot 3 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 268.40 feet to a granite monument to be set; said granite monument to be set being N 11° 19’ 03” W a tie distance of 242.85 feet from said previous granite monument to be set;

Thence N 32° 37’ 10” E along said Lot 3 a distance of 196.32 feet to a granite monument to be set;

Thence in a general easterly direction along said Lot 3, Lot 2 and Lot 1 and along a circular curve to the right, circumscribed by a radius of 225.00 feet, an arc length of 423.25 feet to a granite monument to be set; said granite monument to be set being N 86° 30’ 34” E a tie distance of 363.55 feet from said previous granite monument to be set;

Thence S 39° 36’ 01” E along said Lot 1 a distance of 217.59 feet to a granite monument to be set;

Thence in a general southerly direction along said Lot 1 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 136.16 feet to a granite monument to be set and land of said Waycott; said granite monument to be set being S 17° 18’ 37” E a tie distance of 132.75 feet from said previous granite monument to be set;

Thence S 04° 58’ 46” W along said land of Waycott a distance of 28.44 feet to the point of beginning.

The above described parcel contains 70,404 square feet. All bearings refer to grid north.

Together with two certain perpetual drainage easements, being 70’x30’ and 50’x30’ in size, located on Lot 1 to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of these easements over, on, across and under the two easement locations as shown on the aforesaid plan for a more particular description.

Also, together with a certain perpetual drainage easement located on Lot 6 to construct, use, maintain and repair drainage structures and piping together with right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot 6 and being more particularly described as follows:

Beginning at a capped iron rod set (PLS 2190) on the southwesterly sideline of said Tamberry Lane at the southeasterly corner of Lot 5 and the northeasterly corner of Lot 6 as shown on aforesaid plan;

Thence S 34° 44’ 44” W along said Lot 5 a distance of 199.33 feet to a capped iron rod set (PLS 2190);

Thence S 70° 42’ 57” W along said Lot 5 a distance of 154.73 feet to a 3/8” iron rod set;

Thence S 44° 31’ 00” W across said Lot 6 a distance of 105.98 feet to a 3/8” iron rod set;

Thence S 45° 29’ 00” E across said Lot 6 a distance of 30.00 feet to a 3/8” iron rod set;

Thence N 44° 31’ 00” E across said Lot 6 a distance of 100.00 feet to a 3/8” iron rod set;

Thence N 70° 42’ 57” E across said Lot 6 a distance of 79.12 feet to a 3/8” iron rod set;

Thence S 81° 40’ 12” E across said Lot 6 a distance of 101.64 feet to a 3/8” iron rod set and Lot 7;
Thence N 34° 44' 44" E along said Lot 7 and along the northwesterly sideline of said Zachary Lane a distance of 207.27 feet to a granite monument to be set and the southwesterly sideline of said Turnberry Lane;

Thence in a general northerly direction along the southwesterly sideline of said Turnberry Lane and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set; said granite monument to be set being N 10° 15' 16" W a tie distance of 28.28 feet from said previous granite monument to be set;

Thence N 55° 15' 16" W along the southwesterly sideline of said Turnberry Lane a distance of 55.00 feet to the point of beginning.

The above describe drainage easement encompasses 25,492 square feet.

Also, together with two certain perpetual drainage easements, being 25'x30' and 30'x40' in size, located on Lot 8 to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with all equipment necessary or reasonably required to accomplish the purposes of these easements over, on, across and under a certain portion of Lot 8 as shown on the aforesaid plan for a more particular description.

Also, together with a certain perpetual drainage easement, being 30'x30' in size, located on Lot 9 to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot 9 as shown on the aforesaid plan for a more particular description.

Also, together with a certain perpetual drainage easement located on Lot 9 to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with all the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of Lot 9 and being more particularly described as follows:

Beginning at a capped iron rod set (PLS 2190) on the northwesterly sideline of said Zachary Lane at the southwesterly corner of Lot 10 and the southeasterly corner of Lot 9 as shown on aforesaid plan;

Thence in a general southwesterly direction along the northwesterly sideline of said Zachary Lane and along a circular curve to the left, circumscribed by a radius of 180.00 feet, an arc length of 46.43 feet to a granite monument to be set; said granite monument to be set being S 42° 08' 06" W a tie distance of 46.39 feet from said previous capped iron rod set;

Thence N 50° 14' 26" W across said Lot 9 a distance of 80.31 feet to a point;

Thence N 34° 44' 44" E across said Lot 9 a distance of 65.04 feet to a point and said Lot 10;

Thence S 38° 20' 09" E along said Lot 10 a distance of 89.84 feet to the point of beginning.

The above described drainage easement encompasses 4607 square feet.

Title reference is made to deed from Saco Construction, Inc. to Normand Berube Builders, Inc., dated June 24, 2011, and recorded in Book 16117, Page 621 of the York County Registry of Deeds, and to deed from Robert R. Denton and Diane L. Denton to Normand Berube Builders, Inc., dated June 28, 2011, and recorded in Book 16129, Page 219 of said Registry.

IN WITNESS WHEREOF, the said NORMAND BERUBE BUILDERS, INC., has caused this instrument to be signed and sealed in its corporate name and behalf by Susan M. Berube, its President, thereunto duly authorized, this _____ day of __________ 2015.

NORMAND BERUBE BUILDERS, INC.

______________________________
By:
Susan M. Berube
Its President
D. ACCEPTANCE OF MAINE MUNICIPAL ASSOCIATION LETTER - REGARDING THE EMPLOYMENT AGREEMENT OF THE FORMER CITY ADMINISTRATOR, RICHARD MICHAUD

At the Council Meeting on March 16, 2015, the City Council voted affirmatively (3-2) to authorize the Maine Municipal Association’s legal department to review all related contract information and to offer an opinion regarding the former City Administrator’s contract. On June 1, 2015, the City Council approved the City Attorney’s Letter dated May 7, 2015 as the written request to Maine Municipal Association to opine on whether the Council acted in violation of the City Charter while conducting deliberations and negotiations on a new employment contract with the City Administrator.


Councilor Smith moved, Councilor Precourt seconded “Be it ordered that the City Council move to accept the document ‘Maine Municipal Association’s Legal Department regarding the employment agreement of the former City Administrator, Richard Michaud - dated August 5, 2015’, presented to City Council on September 8, 2015.” Further move to approve the Order. The motion passed with five (5) yeas and two (2) nays – Councilors Smith and Tardif.

August 5, 2015

Cheryl Fournier, Acting City Administrator
City of Saco
300 Main St.
Saco, Maine 04072-1583

RE: Employment agreement of former City Administrator, Richard Michaud
Dear Ms. Fournier:

Enclosed is an opinion letter regarding the employment agreement of former City Administrator, Richard Michaud, that I prepared in response to a letter and packet of information sent to our office dated June 15, 2015 by City Solicitor Tim Murphy at the request of Mayor Don Pilon and the Saco City Council. It is my understanding that the Council voted in late May or early June that they would like an opinion from Maine Municipal Association’s Legal Services Department on this matter even though Mr. Michaud submitted his resignation in May and is no longer employed by the City. Please provide copies of this letter to Mayor Pilon, each member of the City Council and City Solicitor Tim Murphy.

Thank you for your assistance.

Sincerely,

[Signature]
Rebecca Warren Seel
Senior Staff Attorney

Enc.

MAINE MUNICIPAL ASSOCIATION
Legal Services
60 Community Drive
Augusta, Maine 04330-9486
1-800-452-8786
(207) 623-8428
Fax (207) 624-0187

August 5, 2015

Mayor Don Pilon
Members of the Saco City Council
City of Saco
300 Main St.
Saco, ME 04072-1583

RE: Approval of the August 11, 2014 employment agreement of former City Administrator Richard Michaud

Dear Mayor Pilon and Members of the Saco City Council:
I'm writing this opinion letter in response to the letter and packet of materials submitted to our office by City Solicitor Tim Murphy at your request on June 15, 2015. You have asked a number of questions regarding the Saco City Charter and the process used to enter an employment agreement with then City Administrator Richard Michaud dated August 11, 2014.

After reviewing all of the materials provided, and based only on that material, it is my opinion that a court probably would find that the approval of the August 11, 2014 employment agreement was governed by City Charter section 3.01 rather than section 3.02. Section 3.01 authorizes the Mayor to make a hiring decision, after consulting with the Council, and appoint someone as City Administrator, subject to confirmation by the City Council. Section 3.02 addresses the reappointment of an existing City Administrator and requires the Mayor and City Council to act jointly in making a reappointment of the City Administrator. I recognize that there is evidence in the material provided to me that might support a different conclusion. Ultimately, only a court can decide this issue with certainty.

I understand the position taken by City Solicitor Tim Murphy that the June 12, 2014 letter submitted by Mr. Michaud was simply a statement of his intent to end his existing employment agreement on December 31, 2014, six months earlier than provided in that agreement. I also understand the argument that the employment agreement approved by the Council on August 11, 2014 was simply renegotiation of Mr. Michaud's existing employment agreement that changed some of the existing terms regarding compensation and benefits. The August 11, 2014 agreement did not include any language that attempted to coordinate the existing agreement with the new agreement. The new agreement took effect on February 1, 2015 by its express terms. Richard Michaud continued to work for the City as its City Administrator for the remainder of 2014 and into January 2015. The City Solicitor's opinion is that everyone understood that the existing agreement would remain in effect until the effective date of the new agreement on February 1, 2015. On that basis, the City Solicitor's opinion is that section 3.02 of the City Charter controlled the approval of the new agreement and that no "appointment" of a candidate for City Administrator by the Mayor was necessary. His opinion is that the August 11, 2014 agreement constituted a reappointment of the City Administrator under section 3.02 of the City Charter. Section 3.02 requires that a reappointment decision be made by the Mayor and Council acting in concert as a joint "governing body." Because the Mayor was present for the executive session discussion and open meeting vote on August 11, 2014, the City Solicitor's opinion is that the Mayor and City Council did not jointly for the purposes of section 3.02 and that the August 11, 2014 agreement was approved in compliance with section 3.02.

Although the answer to the question of the validity of the August 11, 2014 agreement certainly is not free from doubt, I am inclined to find that Charter section 3.01 controlled the process under the facts of this specific situation. The evidence provided to me indicates the following:

2. The City Council and Mayor were participants at Council meetings in July at which the discussion focused on a hiring process, advertising the City Administrator position, and hiring a consultant to assist in the hiring process.
3. The Mayor advised the Council that he would be on vacation on August 11, 2014 and unable to attend a Council meeting on that date. The Council did meet and apparently discussed the retention of Richard Michaud and the negotiation of a new agreement in executive session.
4. The Mayor and Council were present for the Council meeting on August 11, 2014. After a discussion in executive session, it was voted by the Council in public session to approve a new employment agreement dated August 11, 2014. No objections were voiced by the Mayor during the public meeting. At the March 2, 2015 Council meeting, Mayor Pilon.
stated that he did raise questions and voice objections to the new agreement during the August 11, 2014 executive session and that he declined to sign the August 11th agreement because of those objections.

5. Richard Michaud filed paperwork with MPERS in December 2014 in which he characterized himself as a former employee of the City of Saco beginning on January 1, 2015.

6. Richard Michaud did not work for the City during January 2015 and began receiving retirement benefits during that time.

7. In an email to the City Council dated December 26, 2014, Mr. Michaud described himself as “ending his employment on December 31, 2014” and resuming his City Administrator duties on February 1, 2015.

The evidence provided suggests that the Mayor and Council did not work jointly to reach a reappointment decision as required by section 3.02 of the Charter. Further, the evidence shows that Richard Michaud did not consider himself to be a City employee during January 2015. Nor could he continuously be a City employee if he was going to qualify as “retired” and start receiving MPERS retirement benefits. The fact that the August 2014 employment agreement didn’t take effect until February 1, 2015 further supports the argument that there was a one month gap in Mr. Michaud’s status as a City employee and that the gap was negotiated in order to allow Mr. Michaud to qualify as “retired” for the purposes of the rules governing the MPERS retirement program. As I understand it, Mr. Michaud was legally able to return to work for the City in the same capacity under the rules governing the MPERS benefit program, provided he satisfied the requirement of non-employment first. For this reason, I think the new employment agreement that took effect on February 1, 2015 probably constituted the hiring of a new employee that was subject to the two step process established in section 3.01 of the City Charter.

The City allowed Richard Michaud to work and be paid from February 1, 2015 until he resigned in May. If the City were to sue to recover the amount paid to Mr. Michaud, it is quite likely that a court would apply the contract doctrine of “unjust enrichment” against the City and refuse to order Mr. Michaud to repay the City.

Since no attorney can say with certainty whether the August 11, 2014 employment agreement was valid, the Council could decide to bring an action for a declaratory judgment in court seeking a ruling on the contract’s validity. That action would not constitute the City suing itself. It probably would be captioned “City of Saco v. Richard Michaud.” See, e.g., School Committee of Town of York v. Town of York, 626 A.2d 935 (Me. 1993) (action challenging the validity of certain provisions of the new town charter). I don’t think the deadline for bringing a declaratory judgment action would be governed by the provisions of Rule 803 of the Maine Civil Rules of Procedure, based on my reading of the Law Court’s decisions in Lyons v. Board of Directors of School Administrative District No. 43, 503 A.2d 233 (Me. 1986), and Waterville Homes, Inc. v. Municipal Officers of the City of Waterville, 589 A.2d 458 (Me. 1991). It probably would be governed by one of the statutes of limitations related to contract actions or civil actions in Title 14 of the Maine statutes.

I’d encourage the Council and Mayor to give careful consideration to whether any litigation involving this matter would be wise at this point, given Mr. Michaud’s resignation in May, the City’s current hiring process, and the fact that nearly a year has passed since this agreement first became an issue. It would require the expenditure of money in tight budget times without any guaranty of success. It could send a negative message to prospective candidates for the City Administrator position and negatively impact the otherwise positive and hopeful climate that appears to exist in Saco and that you all want for the City under the new administration. Focusing your attention on drafting and adopting charter amendments that will clarify the process in the future, in the unlikely event that this particular fact pattern arises again, would seem to me to be a more fruitful and positive endeavor.

You also raise an issue regarding protocol and whether an opinion issued by the City Solicitor should be provided directly to the Mayor and City Council members or sent directly to the City Administrator for dissemination by the Administrator to the Mayor and Councillors. It is my
understanding from the evidence provided that the current practice of submitting legal opinions to the Mayor and Council through the Administrator has been employed for 20+ years, presumably based on a past vote of the Council. If the current Council and Mayor believe that this protocol should be changed for whatever reason, that is something you can consider and then adopt a new protocol, if desired. Even though the Charter states that the City Solicitor serves at the will of the Council and Mayor, I'm not convinced that provision prevents a protocol by which legal opinions prepared for the Council and Mayor are funneled through the City Administrator for distribution. A similar type of management practice is employed in other municipalities. It is a practice that is within your power to change, if you no longer favor the current practice. If you continue the current basic protocol, you certainly can amend it by adding a provision requiring the City Administrator to distribute the opinion letter to the Mayor and Council members immediately upon receipt.

I'd like to make one final observation. I think the issue involving the City Administrator's employment agreement points out the importance of having the City Solicitor review and comment on any kind of City contract that the City Council and Mayor are considering. The City Solicitor is likely to detect legal issues that others might overlook. I think some of the uncertainty in the present situation could have been avoided if the City Solicitor had been given an opportunity to review the proposed contract and the process used to negotiate it before the Council voted to approve it.

I hope you find this letter helpful as you decide how to proceed.

Sincerely,

Rebecca Warren See
Senior Staff Attorney

E. APPLICATION FOR GAME OF CHANCE LICENSE – BIDDEFORD & SACO ELKS #1597

Biddeford & Saco Elks #1597 has applied for a License to operate Games of Chance as follows: Nevada Gold Pull Tickets – 2 games from October 1, 2015 to Dec. 31, 2015.

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

F. APPLICATION FOR SOLID WASTE PERMIT – TROIANO WASTE

Troiano Waste Services Inc. has applied for a Solid Waste Permit for a period of one year.

The applicant has paid all applicable permit fees as required by Chapter 181 – Solid Waste, Article II, Licenses §181-21.

VIII. ADJOURNMENT

Councilor Precourt moved, Councilor Roche seconded to adjourn the meeting and to go into workshop at 8:20 p.m. The motion passed with unanimous consent.

Attest: ________________________________

Michele L. Hughes, City Clerk