I. CALL TO ORDER – On Monday, June 18, 2018 at 6:30 p.m. a Council Meeting was held in the City Hall Auditorium.

II. RECOGNITION OF MEMBERS PRESENT – Mayor Marston Lovell recognized the members of the Council and determined that the Councilors present constituted a quorum. Councilors present: Marshall Archer, Roger Gay, William Doyle, Lynn Copeland, Alan Minthorn, Micah Smart and Nathan Johnston. City Administrator Kevin Sutherland and City Clerk Michele Hughes were also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL

V. PUBLIC COMMENT

➢ Scott McPherson, 436 Flag Pond Road – Mr. McPherson has concerns about the transfer station. I was disheartened in 2013 to learn that the transfer station was being expanded and it few under the radar and I didn’t see it in the local media, that it has been completed. Now, I understand that we are going to do away with the 3 free cubic yards. Where I live in North Saco, the rural part I’m going to see more dumping than I do now. I would like to know why this is all coming about. I have quite a few questions. I’m an avid recycler going back to when the program first started. I have the 95-gallon recycling can that I fill 2/3 – 3/4 every week. I feel that I ought to be rewarded for doing my share and everything else to protect the environment. In my neighborhood, why can’t I continue to go to the transfer station when I have bulky stuff? I also understand that there is going to be a new employee that is going to be added to there. If we are going to run this and charge everybody, why doesn’t it go back to the way it was when BBI ran it? Privatize it. It would give you’re a couple new employees in my opinion. With all the building boom that we have going on there will be new streets and maintenance going on at Public Works. I feel that those couple of employees probably if they went back to their regular roles would eliminate a couple other employees that would have to replace everybody else. I continually see stuff on the side of the road and I pulled it. I have noticed some fencing on a road in my area that has been there for months. This is just the start of it. It is going to continue and it is not slightly. I guess the public works no longer picks litter. Big debris, tires, and 100 lb. propane cylinders. The last few years it had gotten worse with tires because people do not want to pay. If you remove the free yardage it is just going to be very unsightly on the back roads. I would like to understand how this all come about. I’m sure the council probably voted on it and I’m sure they live in the cul-de-sacs where certain things like this won’t happen. The rural area is where you are going to see it. Thank you for hearing me out and I wish someone could answer the questions that I have proposed to you. Mayor Lovell noted that his ward councilor is Councilor Gay and he can explain what happened. Certainly, we expect that public works people will be out picking up trash. That is something that is expected and I thank you for coming forward. We will be having a public hearing on the item later tonight.

➢ Barbara Colman, 45B Stockman Avenue – I believe that the Council should have received as well as the Mayor, City Administrator and Finance Director a series of questions from Saco Citizens for Sensible Government. I would hope that the various councilors have read through it. Also, I sent out an e-mail today which I have not received questions from anyone and I would have expected the Assessor, Finance Director or City Administrator to explain how on the valuation sheet on the spreadsheet for the current fiscal year you are showing a $21.1 billion as the projected taxable value for property and I have a certified letter here that is dated January 22, 2018 for 2017 where the assessed value was $2.2 billion and change and as we all know there was an increase in 2018. So, how can we be lower in value than what we started with in 2017? Why the differential? The other thing is that we hear often the Saco if one of the richest communities. I’m sorry, but if you look at the statistics here we are 5th on the list for York County. The other thing that I would like to address is the statement made in Workshop which I don’t know if we will get to about Paychex with the Finance Directors concern about the liability. She assumes as the head of the city for the school payroll. The issue is this. You went into the RSU withdrawal and the checks and balances that were in prior place was to bring all warrants over from school with a spreadsheet with a 941 for her to evaluate prior to her submitting her 941 combined, has not continued. So, a simple process that went by the wayside because of the RSU could simply come back together and solve instead of working on a new tax ID # and new payroll system. Make life simple than more complicated. Go back to practices that were best practices.
➢ Stephen Shiman, School Board Liaison – The issue of paychecks was brought up to the school board and there was no resolution to that. It was brought to the Finance Committee and the Board and there will be more at our next meeting. The idea of quarterly workshops was also brought up and I think well received. I believe that Michael Ohayon put that on for July 16th and it appears to be going forward. I also brought up things that came up at the workshop regarding possible changes in the Charter. There was some discussion and some worries about legality.

VI. CONSENT AGENDA

Councilor Minthorn moved, Councilor Smart seconded to approve consent agenda items #A and #B as follows:

A. New Application for a Solid Waste Permit – CIA Waste industries – “Be it Ordered that the City Council grant the new application for a Solid Waste Permit as submitted by CIA Waste Industries.” Further move to approve the Order.

B. Confirm the Mayor’s Appointments to the Conservation Commission – “Be it Ordered that the City Council confirm the Mayor’s appointment of Melissa Fields appointed as a full member to fill out the un-expired term of Dwayne Singletary ending on March 6, 2020 and Rachel Trefsger as an associate member with a term to expire on June 18, 2021.” Further move to approve the Order.

The motion passed with seven (7) yeas.

VII. AGENDA

A. PRESENTATION BY JOSEPH CUETARA OF MOORS AND CABOT

Joseph Cuetara of Moors and Cabot presented the companies Financing Review.

Interestingly, my very first bond issue was in January 1982. When I did bond financing for the City of Saco. Prior to that in 1979, the city had lost its ratings as it had since 1938 because of some timing issues. I worked from 1982 to 1990 without a bond financing and my charter was to get the cities rating up to a “A” range again.

We had a Superfund site that was very in the vogue and also the federal dollars dried up. Saco’s was below the inbox because it was so low. We were finally able to resolve that and get rid of it in 1983 and Moody’s returned the city to a “A” rating.

The city currently has a rating of “Aa3” &“Aa”. The city should think of this as a physical check-up.

We sat down with city officials and developed some strategy back in January.

We are pleased to have financed $11.75 million for the bonds in May for the city for a variety of capital projects.
Market Trend

DEFINITIONS:
30-Yr US Treas - Represents the yield on the most current 30-year US Treasury bond
20-Bond GO - Represents 20 General Obligation (i.e., tax-exempt) bonds, all maturing in 20 years, with an average rating equivalent of Aa2/AA
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<th>Interest Rate</th>
<th>Yield or Price</th>
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$1,250,000â‰3.25% Term Bond due October 1, 2024, at $97.495, to Yield 3.40%
$1,000,000â‰3.50% Term Bond due October 1, 2047, at 100%

The City of Saco, Maine 2018 General Obligation Bonds (the “Bonds”) will be issued as fully-registered certificates without coupons and, when issued, will be registered in the name of the order of the City, or as Bondowner and nominee for The Depository Trust Company, New York, New York ("DTCC"). DTCC will act as securities depository for the Bonds. Purchasers of the Bonds will be made in book-entry form, in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. See "THE BONDS - BOOK-ENTRY ONLY SYSTEM" herein.

Principal and interest on the Bonds will be paid to DTCC by U.S. Bank National Association, Boston, Massachusetts, as Paying Agent. Interest on the Bonds will be payable on October 1, 2018 and semi-annually on each April 1 and October 1 thereafter until maturity, or redemption prior to maturity.

The legal opinion of Bond Counsel will be provided to the original purchaser and will indicate that the Bonds are valid general obligations of the City of Saco, Maine (the “City”) and, unless paid from other sources are payable as to both principal and interest from ad valorem taxes that are subject to limitation unless certain procedural requirements under Title 30-A, Section 772-1-A of the Maine Revised Statutes, as amended, are met, in which case such ad valorem taxes may then be levied, without limit as to rate or amount upon all the property within the territorial limits of the City and taxable by ("THE BONDS - SOURCES OF PAYMENTS AND REMEDIES - Limitations on Municipal Property Tax Levy") herein, except to the extent that the City may enter into an agreement under Title 30-A, Chapter 223, Subchapter V of the Maine Revised Statutes, as amended, to share its assessed valuation with another municipality and except to the extent that the City establishes or has established development districts either as tax increment financing districts or affordable housing development districts pursuant to Title 30-A, Chapter 200 and former 207 (now repealed) of the Maine Revised Statutes, as amended, the capture tax increment which may not be available for payment of debt service on the Bonds (see "CITY FINANCES - TAX INCREMENT FINANCING DISTRICTS AND AFFORDABLE HOUSING DEVELOPMENT DISTRICTS") herein. Bonds issued for school improvement projects included in the school budget are not subject to the property tax limit set forth in Title 30-A, Section 772-1-A of the Maine Revised Statutes, as amended. The City’s Finance Director/Treasurer has certified that the City has no agreements under Title 30-A, Chapter 233, Subchapter V of the Maine Revised Statutes, as amended, to share assessed valuation with another municipality. The City has established certain tax increment financing districts and elected to retain a portion of the tax increment on the captured assessed value of the property in the districts to pay costs of the economic development projects and programs described in the development programs adopted with respect to the districts. Within the limits established by statute, the City has the right to designate additional development districts pursuant to Title 30-A, Chapter 208 of the Maine Revised Statutes, as amended. Bond Counsel’s opinion will indicate that the solvency of the City, including the Bonds, is subject to and may be limited by bankruptcy, insolvency, moratorium and any other laws affecting the rights and remedies of creditors generally, and are subject to general principles of equity. The opinion will be dated and given on and will speak as of the date of original delivery of the Bonds to the original purchasers.

Bonds maturing on and before October 1, 2028 are not subject to redemption prior to their stated dates of maturity. Bonds maturing on or after October 1, 2029 are subject to redemption prior to their stated dates of maturity, at the option of the City, on and after October 1, 2028 as more fully set forth herein (see “THE BONDS - OPTIONAL REDEMPTION PRIOR TO MATURITY” herein). Term Bonds maturing on October 1, 2023 and October 1, 2024 are subject to mandatory redemption or payment on and after October 1, 2019 and October 1, 2020, respectively, as more fully set forth herein (see “THE BONDS - MANDATORY SINKING FUND REDEMPTION” herein).

The Bonds are offered when, and as if issued, subject to the approval of legality by Jensen, Baird, Gardner & Henry. It is expected that the Bonds in definitive form will be available for delivery to DTCC on or about May 1, 2018.
Rating Criteria

Credit Factors

Economy
- Significant development in the local tax base driving continued growth in total property values.
- Increased or decreased diversification of local tax base.
- Loss of key industry or employer with no work-out plan.

Finances
- Expected augmentation (or loss) of financial flexibility.
- Expectation that significant growth (or decline) of reserves will continue.

Debt
- Significant increase in debt obligations without correlating development to offset tax-base leveraging.
- Utilization of debt structure not appropriately matched to asset's useful life.

Management
- Implementation of new strategies that are expected to augment (or detract) from operating flexibility.
- Change in political environment that affects ability to react to unanticipated events.

Legal Security
- Indenture for non-tax backed debt; Regulatory agency permission;
  Financial flexibility: Unlimited, Limited or Restrictive.

S&P Methodology

Moody’s Methodology

Credit Factors

Economy

Finances

Debt/Pensions

Management

Moody's Rating Factors

Economy/Tax Base
- Tax Base Size (full value)
- Full Value Per Capita
- Wealth (income/property values)
- Fund Balance (% of revenue)
- Fund Balance Trend (5-year changes)
- Cash Balance (% of revenue)
- Cash Balance Trend (5-year changes)
- Institutional Framework
- Operating History
- Debt to Full Value
- Debt to Revenues
- Moody’s-Adjusted Net Pension Liability (3-year average) to Full Value
- Moody’s-Adjusted Net Pension Liability (3-year average) to Revenue

Moors & Cabot Investments
## Current Long-term Bond Ratings (Maine)

### Local Maine Governments

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<td>AA</td>
<td>Yarmouth WD</td>
<td>Aa3</td>
<td>A+</td>
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**Source:** Moody’s Investors Service (ratings as of May 15, 2018)

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**S&P’s Maine Local Government Ratings**

**Source:** S&P Global Ratings (ratings as of May 15, 2018)

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May 17, 2018
### Bond Rating Ranges

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<tr>
<td>Lower Medium Grade</td>
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<td>BB, BB-, BB-</td>
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**MOVERS & CABOT**

**MOORS & CABOT INVESTMENTS**

### Household/Per Capita Effective Buying

- Low: Below 65%
- Adequate: 65%-90%
- Good: 90%-110%
- Strong: 110%-130%
- Very strong: Above 130%

### Market Value Per Capita

- Low: Below $35,000
- Adequate: $35,000-$55,000
- Strong: $55,000-$80,000
- Very strong: $80,000-$100,000
- Extremely strong: Above $100,000

### Debt Service as % Of Expenditures

- Low: Below 8%
- Moderate: 8%-15%
- Elevated: 15%-20%
- High: Above 25%

### Overall Net Debt Per Capita

- Very low: Below $1,000
- Low: $1,000-$2,000
- Moderate: $2,000-$5,000
- High: Above $5,000

### Overall Net Debt As % Of Market Value

- Low: Below 3%
- Moderate: 3%-6%
- Moderately high: 6%-10%
- High: Above 10%

**SOURCE:** Public Finance Criteria: Key General Obligation Ratio Credit Ranges - Analysis Vs. Reality (Standard & Poor's, April 2, 2008)
Saco (City of) ME

Update to credit analysis

Summary
Saco (Aa3) has a stable financial position with adequate reserve levels, a moderately sized tax base with average wealth levels, and manageable debt and pension liabilities.

Credit strengths
» Favorably located tax base should continue to grow given ample available land
» Manageable long-term liabilities
» Low fixed cost structure

Credit challenges
» Moderate revenue raising ability due to LD-1

Rating outlook
Moody’s typically does not assign outlooks to local government credits with this amount of debt outstanding.

Factors that could lead to an upgrade
» Significant tax base expansion and improvement in the demographic profile
» Multiple years of General and School Fund surpluses that leads to a significant growth of reserve levels

Factors that could lead to a downgrade
» Operating deficits resulting in a material decline in reserves or liquidity
» Deterioration in tax base or demographic profile
» Material growth in debt burden

Key indicators

Exhibit 1

<table>
<thead>
<tr>
<th>Saco (City of) ME</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Economy/Tax Base</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Full Value ($000)</td>
<td>$2,025,702</td>
<td>$2,001,150</td>
<td>$2,042,100</td>
<td>$2,122,850</td>
<td>$2,160,300</td>
</tr>
<tr>
<td>Population</td>
<td>18,847</td>
<td>18,757</td>
<td>18,874</td>
<td>19,008</td>
<td>18,482</td>
</tr>
<tr>
<td>Full Value Per Capita</td>
<td>$108,634</td>
<td>$106,688</td>
<td>$108,196</td>
<td>$111,671</td>
<td>$116,887</td>
</tr>
<tr>
<td>Median Family Income (% of US Median)</td>
<td>111.6%</td>
<td>108.5%</td>
<td>107.7%</td>
<td>104.3%</td>
<td>104.3%</td>
</tr>
<tr>
<td><strong>Finances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Revenue ($000)</td>
<td>$44,865</td>
<td>$45,584</td>
<td>$46,002</td>
<td>$63,942</td>
<td>$63,461</td>
</tr>
<tr>
<td>Fund Balance ($000)</td>
<td>$6,258</td>
<td>$6,533</td>
<td>$5,679</td>
<td>$7,854</td>
<td>$7,689</td>
</tr>
<tr>
<td>Cash Balance ($000)</td>
<td>$2,370</td>
<td>$4,299</td>
<td>$4,539</td>
<td>$9,035</td>
<td>$9,369</td>
</tr>
<tr>
<td>Fund Balance as a % of Revenues</td>
<td>13.9%</td>
<td>14.3%</td>
<td>9.3%</td>
<td>12.3%</td>
<td>12.1%</td>
</tr>
<tr>
<td>Cash Balance as a % of Revenues</td>
<td>5.3%</td>
<td>9.4%</td>
<td>7.4%</td>
<td>14.1%</td>
<td>14.8%</td>
</tr>
<tr>
<td><strong>Debt/Pensions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Direct Debt ($000)</td>
<td>$15,552</td>
<td>$14,676</td>
<td>$16,048</td>
<td>$16,175</td>
<td>$14,056</td>
</tr>
<tr>
<td>3-Year Average of Moody’s ANPL ($000)</td>
<td>$0</td>
<td>$0</td>
<td>$3,183</td>
<td>$7,276</td>
<td>$14,275</td>
</tr>
<tr>
<td>Net Direct Debt / Operating Revenues (x)</td>
<td>0.3x</td>
<td>0.3x</td>
<td>0.3x</td>
<td>0.3x</td>
<td>0.2x</td>
</tr>
<tr>
<td>Net Direct Debt / Full Value (%)</td>
<td>0.8%</td>
<td>0.7%</td>
<td>0.8%</td>
<td>0.8%</td>
<td>0.7%</td>
</tr>
<tr>
<td>Moody’s - adjusted Net Pension Liability (3-yr average) / Revenues (x)</td>
<td>0.0x</td>
<td>0.0x</td>
<td>0.1x</td>
<td>0.1x</td>
<td>0.2x</td>
</tr>
<tr>
<td>Moody’s - adjusted Net Pension Liability (3-yr average) / Full Value (%)</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.2%</td>
<td>0.3%</td>
<td>0.7%</td>
</tr>
</tbody>
</table>

As of June 30 fiscal year end
Source: Moody’s Investors Service; Saco audited financial statements
Profile
The City of Saco has a population of 18,500 and is located on the coast of Maine in York County, approximately 16 miles southwest of Portland (Aa1 stable).

Detailed credit considerations

Economy and Tax Base: Modest growth expected for coastal tax base with average wealth
The moderately-sized $2.2 billion tax base will continue to grow modestly given an abundance of land available for development as well as the city’s desirable location in southern Maine. Located on the coast, 15 miles southwest of Portland, the economic hub of the state, the mostly residential tax base has grown modestly in each of the last four years. Equalized values have grown by 2.1% on a compound average annual basis over the last five years. The city reports several ongoing residential and commercial developments and we expect this trend of modest growth to continue over the medium term. Approximately 58% of the city’s land is available for development.

Wealth levels are generally average compared to the state and US with median family income of $70,805 (110.1% of state and 104.3% of US). The equalized value per capita is solid at $121,418 and incorporates some second homes and high-valued waterfront properties. Like many cities in Southern Maine, Saco’s unemployment (1.9% in December 2017) remains below the state (2.5%) and nation (3.9%).

Financial Operations and Reserves: Improved financial position; Reserves remain below-average
Saco’s financial position has improved in recent years and will remain stable given adequate financial policies and conservative budgeting of certain revenue items. The city’s operating available funds balance (includes General Fund and School Operations Fund) has stabilized around $7.7 million or an adequate but below average 121% of revenues. Fiscal 2017 was generally balanced and follows a strong $2.1 million surplus in fiscal 2016. The 2016 surplus was driven by strong revenue growth, specifically in excise taxes which the city conservatively budgets for.

The city has been somewhat pressured by the growth in education related expenditures. Education expenditures grew 4.7% from fiscal 2016 to 2017 and the School Fund’s negative fund balance widened to $1.6 million. Positively, management’s believes the School Fund’s deficit position will be cured in fiscal 2018 (June 30th year-end) while the General Fund will remain stable.

The fiscal 2018 budget increased 4.2% and was balanced with a 4% increase to the tax levy and about $219,600 of fund balance. The primary revenue sources remain property taxes (70.9% of fiscal 2017 revenues) and state aid (23.8%), including education aid. Property tax collections remain historically strong with over 97% collected within the current fiscal year.

Liquidity
Total operating cash (General and School funds) at the close of fiscal 2017 totaled $9.7 million, or 14.8% of revenues.

Debt and Pensions: Manageable long-term liabilities are a credit strength
The city’s debt burden (1% of equalized value and 0.34 times revenues) will remain manageable given the likelihood future debt will be supported by state school building aid. Manageable annual debt service requirement (4.2% of expenditures in 2017) also provide the city flexibility to increase its debt load. The city is currently considering various options for its two Pre-Kindergarten through 2nd grade schools, likely constructing a new school to consolidate facilities. Given the preliminary nature, the total cost of this project is not known at this time. The city would issue debt to finance the project and seek state building aid. The issuance would be subject to voter referendum approval.

Debt structure
All debt is fixed rate and amortization of principal is average, with 76.7% repaid within ten years.

Debt-related derivatives
Saco has no derivatives.
PENSIONS AND OPEB
Saco participates in the Maine Public Employees Retirement System’s Consolidated Plan for Participating Local Districts, a multiemployer defined benefit retirement plan sponsored by the State of Maine (Aa2 stable) as well as the Maine Public Employees Retirement System’s Teacher Plan, which is administered at the state level. The city always funds its required contribution, which was $1 million in fiscal 2017, or 1.6% of operating expenditures. The adjusted net pension liability, under Moody’s methodology for adjusting reported pension data, is a combined $21 million, or a low 0.33 times operating revenues.

The OPEB liability is $1.4 million and is limited to the value of its implicit rate subsidy to retirees that buy into the health insurance benefit plan offered to active employees.

Total fixed costs for fiscal 2017, including debt service, required pension contributions and retiree healthcare payments, represented $3.7 million, or a below average and manageable 5.8% of operating expenditures.

Management and Governance
The city’s management is sound and benefits from conservative budgeting or volatile excise taxes that often result in positive budgetary variances. Since fiscal 2011 the city has remained in compliance with its formal policy to maintain General Fund unassigned reserves between 8.3% and 10% of expenses.

Maine cities and towns have an Institutional Framework score of Aa, which is high compared to the nation. Institutional Framework scores measure a sector’s legal ability to increase revenues and decrease expenditures. Cities’ and towns’ major revenue source, property taxes, are subject to a cap, which can be overridden at the local level. The cap is based on statewide personal income growth and local property growth. The cap allows for moderate revenue-raising ability. Taxes raised for school purposes, including school debt service, are not subject to the cap. Unpredictable revenue fluctuations tend to be minor, or under 5% annually. Across the sector, fixed and mandated costs are generally greater than 25% of expenditures. Maine has public sector unions, which can limit the ability to cut expenditures. Unpredictable expenditure fluctuations tend to be minor, under 5% annually.

CLIENT SERVICES
Americans 1-212-553-1653
Asia Pacific 852-3551-3077
Japan 81-3-5408-4100
EMEA 44-20-7772-5454

Summary:
Saco, Maine; General Obligation

Credit Profile
US$11.75 mil GO bonds ser 2018 due 10/01/2047 AA/Positive New
Long Term Rating
Saco GO bonds ser 2016 dtd 03/10/2016 due 10/01/2027 AA/Positive Outlook Revised
Long Term Rating
Saco GO AA/Positive Outlook Revised

Rationale
S&P Global Ratings has revised its outlook on Saco, Maine’s general obligation (GO) bonds to positive from stable. At the same time, we assigned our ‘AA’ rating to the city’s series 2018 (GO) bonds and affirmed our ‘AA’ rating on the city’s existing GO debt.

We base the outlook revision on the city’s balanced operating performance, which has led to increases in available reserves and a very strong liquidity profile over the past three years. Should Saco achieve strong budgetary performance and restore its school operations fund’s available reserves to positive levels, while continuing to add to overall reserves, we could raise the rating within our two-year outlook time frame. However, if budgetary performance becomes imbalanced, leading to a draw on general fund or school operations fund reserves, we could revise the outlook to stable.
The city's full-faith-and-credit pledge secures the bonds. Saco can levy ad valorem property taxes for bond repayment, subject to limitations of the state's LD-1 legislation. We rate the limited-tax GO debt on par with our view of Saco's general creditworthiness. Officials plan to use bond proceeds for various capital improvement projects.

The rating reflects our opinion of the city's:

- Very strong economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Strong management, with "good" financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Adequate budgetary performance, with operating results that we expect could deteriorate in the near term relative to fiscal 2017, which closed with balanced operating results in the general fund and at the total governmental fund level;
- Adequate budgetary flexibility, with an available fund balance in fiscal 2017 of 11.9% of operating expenditures, as well as receivables included in the available fund balance that we do not expect to be collected in the near term;
- Very strong liquidity, with total government available cash at 16.9% of total governmental fund expenditures and 4.3x governmental debt service, and access to external liquidity we consider strong;
- Very strong debt and contingent liability position, with debt service carrying charges at 4.0% of expenditures and net direct debt that is 38.8% of total governmental fund revenue, as well as low overall net debt at less than 3% of market value; and
- Strong institutional framework score.

**Very strong economy**
We consider Saco's economy very strong. The city, with an estimated population of 19,243, is in York County, about 10 miles southwest of Portland. It is in the Portland-South Portland MSA, which we consider to be broad and diverse. It has a projected per capita effective buying income of 112% of the national level and per capita market value of $113,360. Overall, market value grew by 1.0% over the past year to $2.2 billion in 2018. The county unemployment rate was 2.9% in 2017.

Residents benefit from a diverse local employment base and easy access to the greater Portland MSA economy via Interstate 95 and U.S. Route 1, both of which intersect the city. Furthermore, it is an area employment center with 73% of the labor force commuting from nearby communities such as Biddeford and Sanford. Leading local employers include Saco School Department, Sweetser School, Prime Dealerships, and General Dynamics. There is no taxpayer concentration as the ten leading payers account for 6.5% of total assessed value.

Ready Seafood, a new lobster-processing facility, is currently under development. The 40-acre facility is expected to be built along Route 1 and is anticipated to provide more than 200 jobs once fully operational. There is also a $40 million mixed-use development—Saco Island East—that is currently undergoing review, which is expected to contribute notably to the tax base. In addition, officials report that a new 150-unit residential development near the city's train station has been completed. Overall, officials indicate Saco's residential and commercial sectors will continue to grow as new investments are made and businesses continue to expand. Therefore, we expect the city's economy to remain very strong.

**Strong management**
We view Saco's management as strong, with "good" financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

The city also maintains a basic debt management policy and a formal five-year capital improvement plan that it updates annually, including outlining project costs. Other highlights include management's conservative assumptions when budgeting for revenue and expenditures, coupled with a five-year historical trend analysis and monthly reports on budget-to-actual results to the city council. The city's formal investment policy follows state guidelines. In addition, management maintains a formal reserve policy that limits unassigned fund balance to the range between 8.3% and 10% of general fund expenditures and indicates that any shortfalls will be raised in the next budget cycle to maintain compliance with the policy. The city has historically adhered to this policy.

**Adequate budgetary performance**
Saco's budgetary performance is adequate, in our opinion. The city had balanced operating results of negative 0.3% of expenditures in the general fund and negative 0.3% across all governmental funds in fiscal 2017. Our assessment accounts for the fact that we expect budgetary results could deteriorate somewhat from 2017 results in the near term.
General fund operating results have been stable over the last three years, with results of 1.2% in 2016 and negative 0.8% in 2015.

On July 1, 2014, Saco withdrew from Regional School Unit No. 23. Therefore, as of fiscal 2015, the city now accounts for school costs in a separate school operations fund, outside of the general fund, which we consider part of normal operations. After adjusting for one-time capital items paid for with capital lease proceeds, the general fund saw an operating surplus of about $1.2 million. Management attributes this primarily to higher-than-budgeted revenues, including motor vehicle excise taxes, and overall lower-than-anticipated expenditures. The school operations fund saw a $1.4 million operating deficit as a result of a contract settlement with Thornton Academy, a private school for grade 9-12 students.

The fiscal 2016 general fund budget totals $50.5 million, including the city's funding of the school department. This includes a $219,600 fund balance appropriation the city has done historically. Management indicates budget-to-actuals are tracking favorably and currently expect to end the year with a general fund surplus. The school department's budget is on target. However, officials indicate the city plans to eliminate the school department's negative fund balance, totaling $1.6 million as of fiscal 2017, by the end of fiscal 2018 using general fund reserves. As result, we expect budgetary performance to remain at least adequate. Property taxes account for 71% of combined general fund and school operations fund revenues, followed by intergovernmental aid at 24%. Collections remain strong, averaging 99% over the past three years.

**Adequate budgetary flexibility**

Saco's budgetary flexibility is adequate, in our view, with an available fund balance in fiscal 2017 of 11.9% of operating expenditures, or $7.6 million. Impairing budgetary flexibility, in our view, is the inclusion of receivables in the available fund balance that we do not expect to be collected in the near term.

The combined available fund balance totaled $7.6 million in fiscal 2017, which included $9.2 million of available reserves in the general fund and a negative $1.6 unassigned fund balance in the school operations fund. Officials indicate the city anticipates eliminating the school department's negative fund balance by fiscal year 2018 using general fund resources. Saco also maintains a formal reserve policy that limits unassigned general fund balance to between 8.3% of expenditures and 10%, which it adheres to currently.

The general fund also has a $4.3 million receivable from several other governmental and business-type activity funds; the majority of the receivable includes about $1.1 million from special revenue funds and $3 million from the wastewater fund, which has been steadily decreasing over the past few years. Although management expects these funds to continue to pay the general fund, there is currently no formal timetable for when the general fund will be fully reimbursed.

**Very strong liquidity**

In our opinion, Saco's liquidity is very strong, with total government available cash at 16.9% of total governmental fund expenditures and 4.3x governmental debt service in 2017. In our view, the city has strong access to external liquidity if necessary.

Saco's maintenance of its strong access to external liquidity further enhances our view of its liquidity. Moreover, the city's cash balance has improved over the past three years as result of positive financial operations. Saco is a regular market participant, issuing GO bonds frequently within the past several years. We understand it has not entered into any bank loans, direct-purchase debt, or contingent liquidity risks from financial instruments with payment provisions that change on the occurrence of certain events. The city's investments are mainly made up of highly liquid money market and mutual funds. Therefore, we expect Saco to maintain its strong liquidity profile.

**Very strong debt and contingent liability profile**

In our view, Saco's debt and contingent liability profile is very strong. Total governmental fund debt service is 4.0% of total governmental fund expenditures, and net direct debt is 38.8% of total governmental fund revenue. Overall net debt is low at 1.3% of market value, which is, in our view, a positive credit factor.

With this issuance and including capital leases, the city will have about $25.8 million in total direct debt. Officials currently do not plan to issue any additional debt in the next two-to-three years.

Saco's combined required pension and actual other postemployment benefit (OPEB) contributions totaled 1.6% of total governmental fund expenditures in 2017. The city made its full annual required pension contribution in 2017.

Saco contributes to Consolidate Plan for Local Participating Districts (PLD) and the State Employee and Teacher Plan (SET) for pensions, which are part of the Maine Public Employees Retirement System. The city's proportionate share of the net pension liability totaled $6 million with a 82% funded ratio as of fiscal 2017. Saco also provides OPEBs as an implicit rate subsidy to retirees.
Presented by Perian Carpenter of Shuttlebus-Zoom. There are only 3 mobility managers in the State of Maine. In my time working for the community I have found that there is a need for transportation and accessibility for everyone. I also see that a lack of physical mobility serves as a barrier for our society. My goal is to break down the barriers that people have put up as far as education, employment, seeking treatment for opiate addiction and people trying to get health care appointments. I also see those that struggle with homelessness including our veterans. Also, there are others recovering from natural disasters. This includes when we have a major fire in our area. Those people are displaced and this project can help them.

We have an aging population with allot of our residents. They want to age in place. Many of them have no means of transportation. Biddeford, Saco, Old Orchard Beach and Scarborough are home to a number of retirement homes. Allot of them don’t have access to public transportation and allot of them are encouraged to give up their driver’s license. We currently have the privilege of working with allot of developers in hopes to include future bus stops when they build housing developments.

We also in Scarborough have the Maine Veterans Home where we see a need for transportation and recently we have created a stop where we will actually go in and bring people to the Maine Veterans Home. I want to create a project where people could get assistance for transportation. To my surprise he told me to go for it. This is when “Charity” our Transit Angel was born. She along with myself and Shuttlebus-Zoom help individuals break down those barriers as to why they can’t go to work, seek treatment, and just in general become independent and social.
We officially launched the Transit Angel Project on April 11, 2018. Charity has started doing her work through promoting local mobility. It was a very successful event. Through many speaking engagements we continue to educate local businesses about the Transit Angel Project. We are currently planning a “Come get your Wings” charity event where we hope to get more local businesses involved. Education is our key. The idea is simple. A business or organization can donate money. They have passes developed with their logo on the back and they can donate the passes to those in need. They can choose the organization or we can recommend quite a few of them.

We also bring in allot of “J-1 Visa” International students to work in our communities during the summer. I have recently partnered with both the Biddeford Saco Chamber as well as the Old Orchard Beach Chamber and we have sent out letters to local businesses explaining the Transit Angel Project. They can make donations and hopefully we can provide those students with free transportation.

I have been working very hard to try to introduce “Charity” to local communities. We are riding the bus and listening to our riders about their transportation needs and concerns. I have also been talking to local officials like yourselves and rotaries. I have been working with people with disabilities and assisting them with riding the bus. Again, breaking down the barriers. Charity’s motto: On a mission to strengthen transportation accessibility one wish at a time. Many businesses and organizations are currently making tax deductible donations towards purchasing passes to break down mobility barriers. In the future, we are hopeful that other transportation organizations will be using the Transit Angel Project in their communities as well. The Director from Chicago, Illinois said having a high quality and reliable transportation is key to community inclusion. The Transit Angel Project highlights this important and is a key provider in developing a mobility management network in the State of Maine.

C. AMENDMENTS TO CITY CODE, CHAPTER 181 – SOLID WASTE; ARTICLE III: TRANSFER STATION – (PUBLIC HEARING)

As part of the 2019 City of Saco Municipal Budget process, adjustments to the revenue structure at the City’s transfer station were discussed and approved on May 14, 2018. These revenue adjustments require changes to the solid waste ordinance, due to the presence of language that references “permit holders may dispose of three cubic yards without paying a disposal fee.” Once this language is addressed in the ordinance, fees will be adjusted annually during the approval of the citywide fee schedule.

Councilor Smart moved, Councilor Johnston seconded to open the public hearing for the document titled ‘Amendments to Chapter 181 – Solid Waste Article III: Transfer Station’. The motion passed with seven (7) yeas.

Scott McPherson, 436 Flag Pond Road – Like I said, we voted in 2014 for the new transfer station. I wasn’t happy with the reply I got from former Mayor Michaud. Still, it is kinda a heartburn on how it got built and why there and we are going to build a new public works facility. Isn’t it much more economical to have the transfer station and the public works building together and share equipment, share employees, snow removal, utilities and whatever else? I was told it was kinda a safety concern. The people and still going in and out of there. The trucks are still going in and out of there, it has just moved. It is kinda the same to me. There will be allot of illegal dumping. I have seen it. The City of Portland still allows their residents to bring certain items. I got that from a fellow resident, so I don’t know for sure. But, something is better than nothing. Like I stated earlier, I’m an avid recycler and I try my darndest. I have to clean up some clutter and down size my home here and I have to get rid of stuff. So, the way I look at it is it’s a new tax for me and I don’t like it. I wish that Pat Fox was here so that I could ask him a few questions about this. Maybe I could schedule a meeting with the Administrator and him at a later date. Anyway, those are my concerns and I would like to have quite a few questions answered on this thing. Mayor Lovell stated that the City Administrator and he have office hours on Wednesdays at 2:30 p.m. and he can set something up.

Barbara Colman, 45B Stockman Avenue – If I remember correctly, we didn’t pass the $185,000 to add to the budget for revenue? So, based on research that you guys all have in your hand and we want to charge our citizens additional money. Per audited statements the Public Works Dept. for FY17 had a surplus of $461,000. FY16, $561,000. FY15, $448,000. Right now, we are projected at $500,000 as well. So why do we need to charge our citizens to dispose of waste when we have surpluses of that much money each year in the Public Works Dept.? You are welcome to look at the audited statements if you can find them on the website. So, I think the citizens for their tax dollars should be allowed to have their 3 cubic yards each year until we get to the point that we don’t have reserves sitting on the side.
just in one department every year. That is just in the general fund. I have no idea what the restricted fund has because I haven’t received my FOIA request from 6 months ago that ask for all the details for all the funds in the City of Saco.

Willis Emmons, 6 Paul Avenue - It came to my attention that changes were coming to the way that the transfer station could be used. I have to admit that I have been using it for years and I enjoy being able to fill up my trailer with yard waste and bring it up and it gets recycled there and it is very convenient. Now, if we begin to be charged for that type of waste disposal I’m going to have to find another way to do it because I’m not going to pay whatever it is that you are going to be charging. Do you have any idea how much you are going to be charged for a cubic yard? Mayor Lovell clarified that yard waste will still be free. City Administrator Kevin Sutherland stated that brush would be $3.00 per cubic yard and leaves/grass were free to residents. Mr. Emmons stated so the brush will have to be burned or disposed of in another manner. Regardless, I’m in favor of the card system at it exists and I have to ask a question about the fees that will be charged. Will these make the transfer station self-supporting? So, that none of our tax dollars will be used towards supporting the transfer station? The City Administrator noted that was the intent. Mr. Emmons felt it was a benefit to the community to be able to use the transfer station as it has been. I think there will be unintended consequences as a result of changing this policy.

Councilor Smart moved, Councilor Minthorn seconded to close the public hearing and further set the second and final reading for July 9th, 2018.” The motion passed with seven (7) yeas.

Chapter 181 Solid Waste

Article III: Transfer Station

A. The energy recovery facility, operated by MERCeco-Maine, the City’s Solid Waste provider, is not designed to receive certain types of solid wastes. Those types of solid wastes are listed in § 181-15 under the definition of acceptable waste, the exceptions listed in Subsections A to J.

B. It is important that the City provides a disposal facility (hereinafter referred to as "transfer station") for the receipt of unacceptable waste other than hazardous waste. This article sets out the procedure for the operation of the transfer station, to be operated pursuant to a management agreement between the City of Saco and the City’s designated transfer station operator.

§ 181-29 Permit required.

Any person who has a valid permit issued under § 181-28 may dispose of waste, other than hazardous waste, which is deemed by the energy recovery facility to be not acceptable, by disposing of it at the transfer station, to be operated and maintained by the City’s designated operator pursuant to the management agreement between the City’s designated operator and the City of Saco.

§ 181-30 Permit procedures; fees.

Permits are available to any property owner who completes an application form. Such persons may be issued a transfer station permit which they will show at the transfer station when disposing of waste material. Permits are limited to one per property owner. Property owners of multifamily buildings having six units or fewer should be allotted three cubic yards and an additional three cubic yards of brush for the first unit and one cubic yard for each additional unit. Owners of two or more multifamily units and/or multiple single units will be limited to a maximum of 10 cubic yards and an additional six cubic yards for brush for any given year from the date of issuance.

[Amended 2-18-1997; 9-3-2002; 10-7-2002]

B. Permit holders are subject to a fee per cubic yard of waste material disposed of; this fee to be set by the City Council annually or more often if necessary by contract change. Permit holders may dispose of up to three cubic yards in any one year without paying a disposal fee. For the purpose of this section, “any one year” means 12 months from the date of issuance of the permit.

[Amended 2-18-1997]

§ 181-29 Application forms for permits shall be made available through the Office of the City Clerk, pursuant to the terms of the management agreement between the City’s designated operator and the City of Saco.

§ 181-31 All applicants agree to abide by all regulations established by the City of Saco and its designated operator pursuant to the management agreement. Such regulations may include limitations on the types of waste material which may be disposed of at the transfer station.
C. The Public Works Director shall be responsible for operation of the transfer station and enforcement of this chapter in accordance with current environmental regulations, and the director may amend operational practices not contrary to the provisions of this transfer station ordinance.

D. The Director shall determine and post at the entrance to the transfer station site the days and hours the site is open. The Director shall designate attendants who shall control the access to the facility.

E. The following shall be considered Allowable at the Transfer Station:
   (1) Recyclable cans, plastics, newspapers, glass and flattened cardboard, sorted and placed into appropriate bins;
   (2) Leaves, grass, yard clippings; cut or decayed woody less than three (3) inches in diameter and six (6) feet in length;
   (3) Wood, lumber;
   (4) Sheetrock, fiberglass insulation, clean scrap metal, vinyl siding;
   (5) Household white good including stoves, refrigerators, washing machines and clothes dryers. Other used or scrap residential or office furniture including tables, desks, and filing cabinets;
   (6) Furniture, such as mattresses/box springs, couch, chairs, or carpets;
   (7) Electronic and Universal waste products such as televisions and computer components;
   (8) Any used, scrapped or otherwise discarded rubberized vehicle tire;
   (9) Any other material which the attendant deems reasonably similar in composition and character to the material designated in (1) through (8) and which is not prohibited by subsection E.

F. The following shall be prohibited from deposit at a City transfer station:
   (1) Explosives or other volatile materials or any chemical or waste found to be hazardous;
   (2) Junk vehicles, trailers, and construction equipment bodies;
   (3) Products with asbestos contents;
   (4) Combustible material of any kind including but not limited to gasoline, kerosene and paint thinner;
   (5) Fuel, gas;
   (6) Medical or other potentially infectious or pathogenic wastes;
   (7) Excavation materials;
   (8) Any material which the attendant, because of character or quality, considers hazardous or detrimental to the efficient or sanitary operation of the area.

G. Fee schedule.
   (2) The City shall set and charge user fees for disposable items and refuse. The fees may be adjusted by order of the City Council. As needed. User fees must be paid at the transfer facility at the time of disposal. No commercial vehicles, except those with the sole purpose of disposing leaves, grass, yard clippings and construction or bulky debris derived from Saco residential properties or trucks larger than one ton may dispose of waste materials at the transfer facility. City vehicles, may dispose of waste materials at the facility.

**TRANSFER STATION FEE SCHEDULE**

<table>
<thead>
<tr>
<th>RESIDENTIAL</th>
<th>Per CY**</th>
<th>COMMERCIAL</th>
<th>Per CY</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRUSH**</td>
<td>$3.00/Yd.</td>
<td>Residents</td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td>$5.00/Yd.</td>
<td>Commercial</td>
<td>$5.00/Yd.</td>
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</tbody>
</table>

**BRUSH MUST BE 3 INCHES OR LESS; **CUBIC YARDS CHARGED IN 1/3 YARD INCREMENTS

<table>
<thead>
<tr>
<th>FURNITURE/HOUSEHOLD</th>
<th>PER CY</th>
<th>FURNITURE/HOUSEHOLD</th>
<th>PER CY</th>
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<tr>
<td>Mattress/Box spring</td>
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<td>White Good Appliance</td>
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</tr>
<tr>
<td>Couch</td>
<td>$15.00</td>
<td>Free</td>
<td>$15.00</td>
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<tr>
<td>Loveseat</td>
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<td>Bagged Kitchen Trash</td>
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<tr>
<td>Recliner</td>
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**UNIVERSAL WASTE/ELECTRONICS**

<table>
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<tr>
<th>COMPUTER SIZE</th>
<th>PER CY</th>
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<tbody>
<tr>
<td>$2.00</td>
<td>Each</td>
</tr>
<tr>
<td>$3.00</td>
<td>Each</td>
</tr>
<tr>
<td>$2.00</td>
<td>Each</td>
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</table>

**OTHER – MISC ITEMS**

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</thead>
<tbody>
<tr>
<td>Sm. Equip Tire</td>
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</tr>
<tr>
<td>Bike Tire</td>
<td>$1.00</td>
</tr>
<tr>
<td>Car Tire</td>
<td>$5.00</td>
</tr>
<tr>
<td>Shingles</td>
<td>$45.00</td>
</tr>
<tr>
<td>With Rim</td>
<td>$2.00</td>
</tr>
<tr>
<td>Resident</td>
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</tr>
<tr>
<td>Pallet</td>
<td>$2.00</td>
</tr>
<tr>
<td>$10.00</td>
<td>With Rim</td>
</tr>
<tr>
<td>$12.00</td>
<td></td>
</tr>
</tbody>
</table>
Port Resources, a nonprofit organization based in South Portland and working in Saco, supports people with developmental and behavioral health challenges to live meaningful lives in their communities. Through the City of Saco, Port Resources is applying for a CDBG grant of $45,000 from the state. Because Saco is not a direct recipient of Community Development Block Grants, organizations in Saco looking for funding must apply directly to the state and the local municipality to hold a public hearing on their behalf.

The program Port Resources is applying for would provide funding for several trainings, including Cultural Sensitivity, Certification Training, and Technology Security Protection.

Councilor Archer moved, Councilor Minthorn seconded to open the Public Hearing on the Community Development Block Grant for Public Service. The motion passed with seven (7) yeas.

Stu Simon, Director of Fund Development at Port Resources, 280B Gannett Drive, South Portland – I want to thank the Town of Saco for being the lead community for our application. I would like to tell you a little bit about these programs that I’m applying for funding for. We have 20 group homes throughout Cumberland and York County including one in Saco on Cherryfield Road. About half the people, 75 people in those 20 group homes, are dual diagnosis people with disabilities. These are folks that have an intellectual developmental disability and a mental illness. They are a very challenging group as you can imagine to work with. So, with that being said all of our direct support people, the people that work in these homes all have training to be direct support professionals. They get a certification which you have to have in order to do this work. But, they don’t have specific certification to work with dual diagnosis individuals. There is an association called NADD – National Association of Dual Diagnosis that provides a certification training for direct support professionals to get certified to work with people with dual diagnosis. Currently, in the entire State of Maine there are 2 direct support folks that have this designation. Port Resources feels it is important that this group have this kind of expertise that is needed to provide them the best services possible. So, we are kind of taking the lead in the state and applying for funding to have our direct support professionals take this this certification class to become certified to work with people with dual diagnosis. The goal is to have the funding in the next 24 months. So, 18 of our direct support managers, direct support program coordinators and direct support staff can get this certification and ultimately have at least 1 person in each of our group homes with this certification. So, that is one of the programs that we are asking for funding. The other one that we are asking for funding for is cultural sensitivity training. What is going on in our organization is almost exclusively our applicants to become direct support staff in our group homes that 90%+ of our applicants are now immigrants from African Nations. They are the folks that are taking these positions for the most part with us. There are huge cultural hurdles to go over for our managers to learn to work comfortably with the staff that are immigrants and vice versa. About a year ago we had a seed money grant for about $5,000 from MHEF - Maine Health, I forget what it stands for unfortunately. But, they provide funding for various health needs throughout Maine. They gave us this $5,000 grant to try this kind of training and to work with a consulting company to provide the seminars. We did 2 of them and the results were feme nominal. Kind of a bridging of the gap. Between American culture in the work force and the culture of our immigrants. A real fast story. One of the areas that spells it out. Allot of our workers that come from these African Nations come from a culture where if a supervisor explains something to you and then the supervisor says “Do you understand what I’m asking you to do?”, you have to say “yes” even if you don’t understand what they want because it is considered insulting to say to your supervisor “I don’t understand what you want me to do”. This is just a cultural thing so that is just one example of how we have to work with immigrants in the American system work place. So, we are putting in for funding also that over a 2-year period we had 9 of our direct support staff managers go through that training, quarterly trainings throughout the 24-month period. I’m hopeful that the block grant will be accepted. I’m going to be submitting it on Thursday and I will know in probably about 6-8 weeks what the status is. I want to thank the Town of Saco for being our lead community on this.

Councilor Archer moved, Councilor Minthorn seconded to close the Public Hearing for the Community Development Block Grant for Public Service. The motion passed with seven (7) yeas.
Letter of Intent

Due May 4, 2018 by 4:00 p.m.*
Letters of Intent may be submitted via email to: ocd.loi@maine.gov
Please enter “PSG LOI” in the subject line.

All communities wishing to apply for a 2018 Public Service Grant must use this Letter of Intent to document compliance with requirements established by Title I of the Housing and Community Development Act of 1974, as amended and the State of Maine CDBG program. Applicants who submit a completed and approved Letter of Intent will be notified by OCD whether they are eligible to submit a final application. Eligibility to submit a final application does not imply final project approval or funding.

2018 CDBG Program Funds will not be available before July 1, 2018.

APPLICANT ELIGIBILITY

<table>
<thead>
<tr>
<th>Legal Applicant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant: City of Saco Maine</td>
</tr>
<tr>
<td>Address: City Hall, 300 Main Street</td>
</tr>
<tr>
<td>City, ZIP+4: Saco, ME 04072-1515</td>
</tr>
<tr>
<td>Chief Official: Kevin Sutherland</td>
</tr>
<tr>
<td>Census Tracts #(s) Where Proposed Activities Will Occur: ME0050030004048</td>
</tr>
<tr>
<td>DUNS #: 1988679470000</td>
</tr>
</tbody>
</table>

Applying on Behalf of Sub-Grantee (Business) if applicable:

| Business: Port Resources | Phone: 207-828-0048 |
| Address: 280-B Gannett Drive | Fax: 207-332-2743 |
| City, ZIP: South Portland, 40106 | E-Mail: ssimon@portresources.org |
| Owner: Port Resources | Website: www.portresources.org |

Job Training/Skills Development Program Information:

| Program Name: Cultural Sensitivity and Direct Support Professional Dual Diagnosis Certification trainings and Technology Security Protection Program |
| Instructor Name: Cultural Sensitivity Training: Elizabeth Greason DSP Certification: J.C. Edelberg, PhD, NADD-CC Technology Security Program: Jason Silberstein |
| # of persons to receive training: Cultural Sensitivity Training: 60 DSP Cert Training: 25 | # of persons to be hired after training: These trainings are to enhance the skill and expertise levels of current employees |

2018 Public Service Grant Program Letter of Intent

Duration of Training

| Cultural Sensitivity Training: 4 quarterly trainings |
| DSP Certification Training: 4 quarterly trainings |

PROJECT INFORMATION

Provide a concise description of the proposed project below. The scope of work should be very specific in identifying how the CDBG PSG money will be used and how the proposed activities will help to address the gap between training/skills and employment opportunities.

1. Funds to implement a Cultural Sensitivity Training Program for our Direct support staff and group home managers. Almost all of Port’s Direct Support hires are now New Americans. It has been a challenge to create an atmosphere of open communication and understanding between our New American staff and our group home managers. We previously piloted a cultural sensitivity training program with funding from MEhaif (Maine Health Access Foundation). Block grant funding would allow us to move forward with additional DSP staff and manager trainings.

2. Funds to implement a Direct Support Dual Diagnosis Certification Program for Direct Support Staff. This certification will provide our DSP’s a level of expertise well beyond state required certification requirements for working with people with a dual diagnosis of developmental disability and mental illness. We would be the first agency in Maine to take part in this national certification program.

3. Upgraded technology and security protection program for the sensitive data that is transmitted daily about our residential clients. Equipment would include new laptops and business-class routers that have increased security protection. Most of our existing hardware is well past its lifetime viability.
COST ESTIMATES & PROJECT FUNDING

Provide the estimated project cost, amount of CDBG-PSG funds to be requested and sources, amounts and dates secured for any anticipated cash matching funds (matching funds are not required). Clearly state the source of the cost estimates.

<table>
<thead>
<tr>
<th>Funding Source (match)</th>
<th>Amount</th>
<th>Date Secured</th>
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<tbody>
<tr>
<td>Port Resources</td>
<td>$5,000</td>
<td>Upon award of a grant</td>
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<tr>
<td>TOTAL:</td>
<td>$5,000</td>
<td></td>
</tr>
</tbody>
</table>

D. NATIONAL OBJECTIVE

2018 Public Service Grant Program
Letter of Intent

Check the appropriate box below and attach all required documentation as listed in the appropriate box.

- Benefitting Low-to-Moderate Income Persons (LMI)
- Predominant Use by LMI National Objective
- Limited Clientele LMI National Objective

Attach documentation that the activities to be provided by CDBG funds will benefit LMI persons, where at least 51% of participants are LMI.

A letter from our Executive director is attached that states all people receiving training will fill out the attached Benefit Data Information Sheet prior to the start of their training to confirm if they do or don't qualify for the LMI category, ensuring that all trainings will include at least 51% LMI persons.

Limited Clientele LMI National Objective

Attach written documentation that the proposed CDBG activity will serve a HUD recognized Limited Clientele group as set forth by the United States Department of Housing and Urban Development in 24 CFR Part 570 and the State of Maine CDBG Program. Limited Clientele Groups are: Abused Children, Battered Spouses, Elderly Persons, Severely Disabled Adults, Homeless Persons, Illiterate Adults, Migrant Farm Workers or Persons Living With AIDS.

Applicant Certifications

As an authorized official of the applicant community and/or business, I certify under the penalties of perjury that:

1. To the best of my knowledge and belief, all information contained in this Letter of Intent and all attached documentation is true and correct and current as of the date signed below;
2. This Letter of Intent complies with all applicable State and federal laws and regulations;
3. Parties signing this Letter of Intent are cognizant of the CDBG requirements of this program.
4. With the exception of administrative or personnel costs, verify that no person who is an employee, agent, consultant, officer, or appointed official of state or local government or of any designated public agencies, or sub-recipients which are receiving CDBG funding may obtain a financial interest or benefit, have an interest in or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to CDBG activities, per 24 CFR part 570.611.
5. Approval of this Letter of Intent by OCD to submit a final application does not imply final project approval or funding.

Signature of Chief Executive Officer: __________________________
Printed or Typed Name: Kevin L. Sutherland
Name of Applicant Community: __________________________
City of Saco
Date: 05/02/2018

Signature of Chief Executive Officer: __________________________
Printed or Typed Name: Karen MacDonald
Name of Applicant Sub-Grantee (if applicable): Port Resources
Date: 5/2/18
E. SPECIAL ENTERTAINMENT PERMIT – THE RUN OF THE MILL – (PUBLIC HEARING)

Island Brewing LLC d/b/a The Run of the Mill has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with the Saco City Code, Chapter 93 - Entertainment §93-2.

Councilor Johnston moved, Councilor Doyle seconded to open the Public Hearing. The motion passed with seven (7) yeas.

There were no public comments.

Councilor Johnston moved, Councilor Smart seconded to close the Public Hearing and “Be it ordered that the City Council grant the renewal application submitted by Island Brewing LLC d/b/a The Run of the Mill for a Special Entertainment permit to be concurrent with the establishment’s current liquor license”. Further move to approve the Order. The motion passed with seven (7) yeas.

F. SPECIAL ENTERTAINMENT PERMIT – SEA SALT PRODUCTS – (PUBLIC HEARING)

Sea Salt Products LLC d/b/a Sea Salt Lobster Restaurant has applied for a renewal Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

The applicant has paid all applicable permit fees and the clerk has proper advertised the public hearing in accordance with the Saco City Code, Chapter 93 - Entertainment §93-2.
Councillor Doyle moved, Councillor Gay seconded to open the Public Hearing. The motion passed with seven (7) yeas.

There were no public comments.

Councillor Doyle moved, Councillor Minthorn seconded to close the Public Hearing and “Be it ordered that the City Council grant the renewal application submitted by Sea Salt Products LLC d/b/a Sea Salt Lobster Restaurant for a Special Entertainment permit to be concurrent with the establishment’s current liquor license”. Further move to approve the Order. The motion passed with seven (7) yeas.

G. CONTRACT ZONE AMENDMENT – KFC, FORESITE REALTY, LLC AND YORK COUNTY FCU – (SECOND & FINAL READING)

The City Council approved a contract zone encompassing three abutting Main Street parcels at 477, 485 and 491 Main Street on October 17, 2005. The properties included those owned by Linron Inc., doing business as KFC; the York County Federal Credit Union; and two parcels between KFC and the credit union that were under contract to Saco Realty Limited Partnership, possibly to be developed as a CVS pharmacy.

Fast forward to 2018 -- the KFC has been demolished and replaced, with a Certificate of Occupancy being granted in May 2006. The credit union building was removed, then rebuilt and occupied in January 2016. The two lots that were owned by SRLP have become a single lot, under contract to Jacob Roskelley dba Foresite Realty, LLC, who hopes to relocate his existing dental practice.

The principals at the two other businesses, Scott Chretien at York County FCU, and Ron Giles at KFC, have discussed the proposal with Mr. Roskelley, and each is eager to finalize the plan envisioned by the 2005 contract zone. The rear access drive linking the three uses with Smith Lane would be constructed as part of the development.

This item was reviewed by the Planning Board at its May 15 meeting. The Board made a positive finding on each of the four standards required for a contract zone, and forwarded a positive recommendation to the Council for the proposed amendments.

Councillor Smart moved, Councillor Minthorn seconded the “Saco City Council hereby ordains and approves the Second and Final Reading of the document entitled ‘Amended Contract Zone Agreement by and Between Linron, Inc., Foresite Realty, LLC, York County Federal Credit Union and the City of Saco.’”

Councillor Doyle felt that it was too bad that we couldn’t get buy-in from the other party to eliminate that left turn off of Route #1 and then push it further back at the intersection. Instead, of the constant traffic jam that a left hand turn coming southbound creates.

City Administrator Kevin Sutherland invited the applicants representative forward to discuss a piece of confusion in the document.

Bob Metcalf with Mitchell & Associates – Representing Jake Roskelley on this application. As the City Administrator said there is one typographical error that occurred on page 28 of the draft which refers to the front setback that we had submitted was for 22’ to accommodate for a 3’ overhang of the building and that was in the June version in which we had gone back and forth with Bob Hamblen and that correction was to have been made. I had a handwritten copy that had come back from Bob that had the change, but it never made it into this version. So, we are asking for a correction of the typo as an amendment to this so that the actual front setback is 22’ and not 23’.

Amendment - Councillor Archer moved, Councillor Copeland seconded that we adjust the numbers listed as a typo from 23’ to 22’ for the setback in section #3H. The motion passed with seven (7) yeas.

Mayor Lovell called for a vote on the main motion with the amendment. The motion passed with seven (7) yeas.
Amended Contract Zone Agreement  
by and Between  

LINRON, INC., FORESITE REALTY, LLC,  
YORK COUNTY FEDERAL CREDIT UNION  
and the CITY OF SACO  

October 18, 2010  
Amended March 16, 2015  
Amended June 18, 2018  

THE CITY OF SACO HEREBY ORDAINS:  

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through March 12, 2018 which was amended by adopting a Contract Zone Agreement dated October 17, 2005, as amended August 4, 2008, and again amended March 16, 2015 by and between the City of Saco and LINRON, INC. ("Linron"), FORESITE REALTY, LLC, and YORK COUNTY FEDERAL CREDIT UNION ("Credit Union") (collectively "Applicants") and their successors and assigns which the Applicants propose to further amend so that it reads as follows:  

1. The original Applicants proposed in 2005 to establish a series of three (3) permitted uses located on Main Street with a single curb cut off Main Street and a rear drive providing access for the three uses to Smith Lane and its signalized intersection. The proposed uses included an existing eating establishment (KFC Restaurant) on the Linron, Inc. property; an existing financial institution (York County Federal Credit Union) and a proposed retail business (CVS Pharmacy) on the Shannon Realty Limited Partnership (SRLP) parcels.  

2. Said properties are identified as Tax Map 33, Lot 6 (Linron); Tax Map 33, Lot 7 (formerly SRLP, now under contract to Foresite Realty, LLC) and Tax Map 33, Lot 9 (Credit Union) on City of Saco tax maps and are in a B-2d zoning district (the "Subject Properties").  

3. Part of the Subject Properties are currently improved with a KFC Restaurant (Linron parcel). The Credit Union occupies one parcel. The Foresite Realty, LLC parcel is unimproved.  

4. Eating Establishments, Financial Institutions and Offices are permitted uses in the B-2d zoning district.  

5. Applicant Foresite Realty, LLC, joined by Linron and Credit Union, proposes an amendment to this contract zone agreement to facilitate the construction of a building for Office use (dentist practice). Other participants in the contract zone agreement included the construction of a new KFC (completed, Certificate of Occupancy granted 5/31/06), an addition to the Credit Union (completed, Certificate of Occupancy granted 1/5/16). Other prominent features of the agreement include the installation and maintenance of a single Main Street curb cut, and the establishment of a common rear drive to Smith Lane benefiting all three uses and the City of Saco.  

Recognizing the public necessity and convenience which will result from this undertaking, particularly traffic safety and efficiency that shall come from a shared common access and reduced curb cuts on Route 1, and recognizing the unique location of the Subject Properties, and the requirements of the Zoning Ordinance, Applicant Foresite Realty, LLC, joined by Linron and Credit Union, hereby makes application for an amended Contract Zone that would permit the following modifications to the requirements in the B-2d Zone and the establishment of the following components for the subject properties, which modifications would, in part, amend the Saco Zoning Ordinance.  

II.  

A. An integrated landscape buffer will be established along Main Street for Linron, the Credit Union and Foresite Realty, LLC. A five (5) foot wide vegetative buffer is established along Smith Lane for the Linron property. Five (5) shade trees and shrubs as described in Section 708-3.9.C of the Zoning Ordinance have been installed along Smith Lane, with final details addressed during site plan review recognizing the desire of Linron to maintain its visibility. The existing five (5) foot wide paved sidewalk shall be maintained.
B. Except as more specifically described in A above for landscaped buffers along streets, interior landscaping requirements for each property shall be as follows:

(1) Interior landscaping requirements for the Linron property are waived;

(2) Interior landscaping requirements for the Foresite Realty, LLC property shall be determined as part of site plan review for the proposed use on the Foresite Realty, LLC;

(3) Interior landscaping for the Credit Union property shall be as currently existing;

(4) A landscaping plan prepared by a registered landscape architect shall be submitted as part of site plan review of the Foresite Realty, LLC site with specific attention to meeting and exceeding requirements found in Section 708-3.9.C regarding the front buffers along Main Street.

C. Upon the build-out of the Subject Properties there will be only a single curb cut off Main Street, where the Credit Union's current curb cut is located. Said curb cut will be restricted to a left-hand turn and a right-hand turn into the property and a right-hand turn out of the property. The curb cut shall be configured to permit a left-hand turn and a right-hand turn in and a right-hand turn out. Until the Subject Properties and proposed internal roadways and drive improvements, and the improvements related to the new access drive and related Route One and Smith Lane improvements are constructed, the access drive and internal roadways serving the Credit Union property will remain in their present configuration and with their same utility to the Credit Union.

D. A common directional sign plan shall be submitted with the site plan applications for the Foresite Realty, LLC property, with the goal of encouraging traffic headed southbound on Main Street with the Subject Properties as a destination to turn left at the signalized intersection at Smith Lane, thence to a rear two-way drive that will be established and that will provide access to Smith Lane for all three (3) uses pursuant to an easement agreement. All vehicles exiting the Subject Properties, then turning left (south) onto Main Street will be directed through the Smith Lane signalized intersection via internal signage on the Subject Properties.

(1) Notwithstanding Section 230-707(7)(d) of the Saco Zoning Ordinance, an off-premise directional sign for the purpose of informing southbound motorists of access to the Subject Properties via Smith Lane will identify all uses on the Subject Properties and may be located off-site either on private property or City owned land if the parties hereto can negotiate such an arrangement. Nothing herein assures Linron, Foresite Realty, LLC or the Credit Union that the City will make land available for the location of such signage.

E. The setback for the Linron stacking lane off of Main Street is reduced from forty (40) feet to twenty-five (25) feet, thereby amending Saco Zoning Ordinance Section 230-708.C(11).

F. This is a contract between four parties (City, Linron, Foresite Realty, LLC and Credit Union) which anticipates the improvement of three (3) parcels all at different times, with the parties acknowledging that Linron completed construction in 2006, and that York County Federal Credit Union completed construction in 2016. To provide assurances to all concerned, the following conditions are agreed to:

(1) Foresite Realty, LLC has presented a Plan titled “Dental Practice” which proposes forty-one (41) parking spaces on its parcel as part of Phase 1 improvements, and a total of sixty-five (65) spaces at buildout. The plan shows twenty-five (25) existing spaces on the Linron parcel. The plan calls for five (5) existing spaces on the Linron parcel abutting the Foresite Realty, LLC parcel to be reconfigured and replaced with ten (10) spaces shared by the Linron and Foresite Realty, LLC parcels, acceptable per Section 230-708.C(2) of the Zoning Ordinance. Existing spaces on the York County Federal Credit Union parcel are unaffected by this plan.

(2) Said parking configuration meets the intent of the 2005 contract zone agreement. As stated in that agreement, when the Foresite Realty, LLC parcel is proposed for development, Linron will cooperate with Foresite Realty, LLC to create shared parking between the Linron and Foresite Realty, LLC parcels as envisioned and set forth in the 2005 contract zone agreement. Said shared parking spaces are to be constructed and/or paid for by the owner/developer of the Foresite Realty, LLC parcel, unless otherwise agreed to by Linron and Foresite Realty, LLC.

(3) Parking and Shared Easement.
a. Lintron will grant to Foresite Realty, LLC or its successors and assigns, and to the Credit Union or its successors and assigns, full and irrevocable permission, and an easement, to enter upon and construct across the Lintron parcel the common shared access shown on earlier plans for parties to this agreement. Said easement will be for the benefit of the public for travel, for the benefit of Foresite Realty, LLC, its successors and assigns, and for the benefit of Credit Union and its successors and assigns. Said construction will not unreasonably interfere with Lintron's or Credit Union's or Foresite Realty, LLC's use of its property.

b. Foresite Realty, LLC shall bear the costs of building out the shared access. Foresite Realty, LLC and the Credit Union, as they should negotiate, shall also agree upon a maintenance contract for the rear access drive.

c. Lintron shall bear the burden, cost and obligation to secure a release from any and all mortgages of record encumbering Lintron's property at the time of the execution of the required easement.

d. Based on evidence presented during 2018 review, Lintron shall be required to have thirty-two (32) parking spaces, which meets or exceeds Institute of Transportation Engineers recommendations.

e. The required number of parking spaces for the Foresite Realty, LLC parcel shall be forty-one (41) for Phase 1, and sixty-five (65) at buildout, which meets or exceeds Institute of Transportation Engineers recommendations.

f. The required front yard setback for the Foresite Realty, LLC parcel shall be twenty-two (22) feet, recognizing that this is a reduction of the otherwise required front yard setback of forty (40) feet in the B-2d zone.

G. The Credit Union was permitted to replace the existing building and maintain a northwesterly sideline setback of no less than ten (10) feet without the need for a variance during construction in 2015. The height of this addition does not exceed the maximum height allowed in the B-2d zone, thirty-five (35) feet. The new credit union building was constructed consistent with design review standards found in Section 729 of the Zoning Ordinance. (Amended 3/16/15)

H. The Credit Union reconstruction project completed in 2016 included an increase in the number of parking spaces from eighteen to twenty-four.

I. The site plan applications submitted to the Planning Board by Lintron, and by the Credit Union, were subject to Zoning Ordinance, Section 230-729, Design Standards.

J. Lintron and the Credit Union will be permitted to retain their existing level of signage, including area, height, composition, configuration and style of signage, but the Foresite Realty, LLC business, and its successors will be required to comply with the existing sign ordinance provisions. Each use will be treated separately for signage purposes except that the Credit Union, to accommodate the new traffic conditions, pedestrian sidewalks, and the impacts of changes in traffic improvements on the subject Properites and adjacent Main Street, U.S. Route One, may, at its option, relocate its sign or locate a similar sign in area, height, composition, configuration and style of signage at another location adjacent to or in the esplanade area on its parcel, and may as it finds necessary, located internal direction signs to assist its customers to access and exit the Credit Union properly. The Credit Union's signage which is relocated shall be in place in a location acceptable to the City Planner and City Code Enforcement Officer.

K. The easement described herein above shall be reviewed by the City for approval, which shall not be unreasonably withheld. The easement shall assure perpetual public right to cross and re-cross the entire length of the shared drive.

L. City and Applicants recognize that any 'Sketch Plans' submitted for the purposes of Contract Zone consideration are limited in scope and detail. The project is subject to site plan review by the Planning Board, and to any and all permits, licenses or approvals which the project may be subject to by the Maine Department of Environmental Protection, the Maine Department of Transportation, and all other regional, state and federal agencies.
M. Except as addressed in this Contract Zone document, the project shall adhere to all other applicable provisions of the City of Saco Zoning Ordinance. All details shown on the plans and application materials submitted in connection with the contract zone application or in connection with Forestex Realty, LLC’s site plan review applications, to date or in the future are hereby incorporated into this contract by reference. The site shall be developed in conformance with those plans and materials. Minor changes may be approved by the Planning Officer of the City of Saco. If it is determined that the changes constitute a change in this Contract Zone Agreement, then the developer shall be required to obtain City Council approval of the changes.

N. This Contract Zone shall affect only the Subject Properties and shall bind the parties, as well as their successors and assigns.

O. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicants. Any proposed change of use for any of the subject properties shall be subject to site plan review by the Planning Board.

P. This Contract Zone, and benefits derived thereunder shall not be transferable without approval by the City Council, which approval shall not be unreasonably denied. With approval of this contract zone amendment, approval of the City Council for the transfer in ownership from SRLP to Forestex Realty, LLC is granted.

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

R. Upon construction of the shared, common access drive, all delivery vehicles will be directed to enter the subject properties over Smith Lane or by turning right from Main Street into the subject properties.

This Contract Zone, specifically and exclusively for the parcels at 477 Main Street (Credit Union), 485 Main Street (Forestex Realty, LLC) and 491 Main Street (KFC), would allow the Applicants to develop the Subject Properties with the limitations and modifications as proposed above, subject to the above conditions and restrictions.

Pursuant to authority found in 30A Section 4352 (8), and the City of Saco Zoning Ordinance, Section 20-1403, and after a requisite recommendation from the Saco Planning Board on May 1, 2018, and by vote of the Saco City Council on June 18, 2018 the following findings are hereby adopted:

A. City Tax Map 33, Lot 6, Map 33, Lot 7, and Map 33, Lot 9 are parcels of an unusual nature and location, for the following reasons:

1. The three parcels are contiguous parcels bordered by Main Street and Smith Lane. A common rear drive accessible to all three parcels can only be constructed with the mutual participation and cooperation of the owners of all three parcels. That mutual undertaking is possible only if the property owners are able to retain the ability to operate and undertake reasonable expansion of their businesses. If development is not able to proceed consistent with the proposed contract zone, reconstruction of the KFC property consistent with current zoning will eliminate the opportunity to construct a common rear access by which all three parcels can access Smith Lane's signalized intersection.

2. The three parcels are configured in such a way as to limit Main Street access for all three parcels to a single curb cut.

3. Such shared access and limited curb cuts are necessary and appropriate given the significant traffic accessing the area, and using the U.S. Route 1 corridor, and will substantially aid traffic flow, reduce accidents, and thereby advance the public welfare.

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

Section 2A Local Economy Goals, Policies and Strategies.

State Goal:

1. To promote an economic climate that increases job opportunities and overall economic wellbeing.

   - The proposed development of the parcel is an infill of a vacant parcel that provides for new economic benefit. The proposed building will be for an existing growing dental practice with a long history in the community. That will provide opportunities for skilled practitioners. Additional space will also provide for new business opportunities.
Local Goals:

1. To increase the number and quality of jobs available in Saco.
   
   - Biddeford-Saco Dental Associates is developing this project to provide space to support their growing practice that will provide opportunity for new business to locate to or expand in Saco.

2. To diversify the mix of firms/jobs and to avoid dependence on single sectors.
   
   - Biddeford-Saco Dental Associates will provide additional opportunities for professional skilled practitioners. Additional space for development may be supporting practices in the field of dentistry or professional offices.

3. To increase the commercial tax base of the City.

4. The redevelopment of this property, which has been vacant for over a decade, will now add significantly to the City tax base.

5. To ensure that new commercial and industrial development occurs in a way that is visually and environmentally sound and that protects established residential neighborhoods.
   
   - Biddeford-Saco Dental Associates is proposing to construct a new two-story building with an architectural character that draws upon the historic character of downtown Main Street. The placement of the building along Main Street with parking to side and rear will create a street presence with the building performance and enhanced landscape.

Comprehensive Plan Policies

1. Attracting new businesses to Saco and accommodating the growth of existing businesses will require that the City continue to fund a robust economic development program. The City’s efforts should continue to include the judicious use of the State’s development district legislation statutes including tax increment financing (TIF) and other financial incentives, including but not limited to economic development grants to fund locally imposed impact and permit fees for significant development projects when these are needed to make a project viable, attract a project to Saco, and/or will result in the creation or retention of good quality jobs.
   
   - The proposed Biddeford Saco Dental Associates development will provide retention of an existing dental practice that has served the community for decades. The new facility will provide opportunity to expand this practice, creating new skilled professional positions. In addition, the future development of the second floor (Phase II) for professional office and/or supporting medical/dental practices will increase opportunities for retention and/or bring new professional jobs to the City.

2. The Route One corridor from Thornton Academy north to the I-195 spur functions as a community commercial center. The City should work to improve visual appearance of this area. In addition, efforts should be made to upgrade traffic flow and to improve access to and from adjacent properties and neighborhoods. This effort should be guided by the access management principles endorsed by the City in the Main Street Access Study, February 2005, and subsequent reports.
   
   - The proposed Biddeford Saco Dental Associates development accomplishes goals stated above. The design and massing of the proposed building will provide a strong presence within the corridor. The intended architectural design draws from the historical character of buildings in the downtown. Parking has been located to the side and rear of the building, allowing the architecture to provide the street parking. In addition, on-site circulation will provide interconnectivity between the York County Federal Credit Union, this parcel and KFC that will direct most vehicular traffic to the traffic signal of Smith Lane and Main Street, Route one. A right turn in right turn cut from Main Street will restrict south bound making a left turn resulting in traffic backup.
In July of 2017 (current fiscal year), the state allocated additional monies to education. Because of the timing of our budget referendum and the language in Saco’s warrant, it was determined that 50% of the funding was to be used for property tax relief and the other 50% was at the discretion of the School Board.

While the assessor made the adjustment as part of the levy amount ($355,000) in the state required document and the dollar amount currently being allocated to the school reflects this figure, Council action is still required to show the change in funding for the state’s records.

This action will have no impact on the current school budget (or for FY19), it is recognition that Council supports the use of additional state aid as tax relief.

Councilor Copeland moved, Councilor Minthorn seconded “Be it ordered that the City Council approve the second and final reading of ‘Budget Amendment #14’”. The motion passed with seven (7) yeas.

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<th>Received to Date</th>
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</table>

**Net change**

| Notes: | $0 |

Finance Director certifies that funds are available.

Signature: [signature]

Date: 5/29/18

Comments from Administration: This action has no impact on the mill rate. This had previously been accounted for by the Assessor and the School Department when the state provided additional funding for Saco Schools. At least 50% of that funding had to be for property tax relief. It has been brought to our attention that Council action is required for the state’s records and accounting standards.

I. **DISPOSITION OF FORECLOSED PROPERTY**

The City foreclosed on several properties on January 13, 2018. Many attempts have been made to get the property owners to either pay off the matured tax liens or enter into Option Agreement and remain current with them. All attempts for the attached list were unsuccessful.
Councilor Gay moved, Councilor Smart seconded “Be it Ordered that the City Council authorize the Finance Director to write off the delinquent tax amount for the identified properties and remove them from the tax rolls, and further move to authorize the City Administrator to accept a payment plan for 203 Buxton Road and dispose of the tax acquired at 509 Buxton Road.” Further move to approve the order.

Councilor Archer moved, Councilor Gay seconded to withdraw 509 Buxton Road from the list and that at some later time we will take it up. The motion passed with seven (7) yeas.

Mayor Lovell called for a vote on the main motion with amendment. The motion passed with seven (7) yeas.

June 4, 2018 Real Estate Foreclosed Properties (Lien Year 2016)

Blow, Robert W – 81 Pheasant Road
Assessors abated 2011 but could not abate previous year. Empty lot.
Balance due as of 2/26/18 - $135.53 (2010 Taxes) – complete write-off

Huff, Kristina – 12 Willow Haven Street
The trailer has been demolished. There is a new owner and trailer on the lot since the 2016 Tax Bill.

Jipson, Scott & Kathy – 1038 Portland Road
The trailer was demolished and another has been put in its place.
Balance due as of 2/26/18 – $1546.27 (2012 – 2015 Taxes) – complete write-off

Clark, Melissa – 23 Clayton Drive
The trailer was demolished. There is a new trailer on the lot as of 2017.

Gikas, Steve T – 32 Pheasant Road
The trailer was demolished. There is a new trailer on the lot as of 2016.
Balance due as of 2/26/18 - $219.12 (2013 Taxes) – complete write-off

Janson, Charlotte – 9 Pine Haven Street
The trailer was demolished. There is a new trailer on the lot.
Balance due as of 2/26/18 - $106.44 (2013 Taxes) – complete write-off

Chapman, Sally – 42 Hall Avenue
Bankruptcy Court. All taxes were paid 3/15/16 except the interest & fees. Property was sold.
Balance due as of 2/26/18 - $328.46 (2014 Taxes) – complete write-off

Larose, Renald – 28 Pheasant Road
Trailer was abandoned and demolished. A new trailer is on the lot.
Balance due as of 2/26/18 – $1779.43 (2014 – 2016 Taxes) – complete write-off

Milliken, Linda – 29 Pine Haven Street
Trailer was demolished.

Mullin, Philip E – 40 Pine Haven Street
Trailer was demolished March, 2015.

Desjardins, Rebecca L – 8 Reserve Circle
Trailer was demolished 9/28/16.

Greene, Melissa – 46 Pheasant Road
Trailer was demolished 9/28/16.
Balance due as of 2/26/18 - $70.87 (2016 Taxes) – complete write-off

Rivard, Paul – 9 Willow Haven Street
Trailer was demolished 4/26/16. Another trailer is on the lot
Balance due as of 2/26/18 - $255.82 (2016 Taxes) – complete write-off

Tenan, Larry Heirs of – 7 Fawn Drive
Trailer was demolished due to fire.
Balance due as of 2/26/18 - $241.03 (2016 Taxes) – complete write-off
J. SACO BIDDEFORD ASSESSOR AGREEMENT

For two years, the Cities of Saco and Biddeford have been sharing an Assessor and Assessing Listing Agent. This arrangement has served the communities well. The original agreement however expires on June 30th, 2018. The Joint Steering Committee of Saco and Biddeford recommended that this arrangement continue.

Biddeford Council approved the City Manager entering into an agreement with Saco at their June 5, 2018 Council meeting.

Councilor Archer moved, Councilor Doyle seconded “Be it ordered that the City Council authorize the City Administrator to sign a two (2) year agreement with the City of Biddeford to provide assessment services to the two cities. Further move to approve the Order. The motion passed with seven (7) yeas.

DRAFT AGREEMENT
FOR OPERATION
OF
SHARED ASSESING DEPARTMENT

THIS AGREEMENT is made this ______ day of ________________, 2018 by and between the CITY OF BIDDEFORD, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter “Biddeford”) and the CITY OF SACO, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter “Saco”), collectively (“The Parties”).

WHEREAS, pursuant to 30-A M.R.S. § 2201, et seq., municipalities are permitted to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and,

WHEREAS, the Cities desire to create efficiencies for the benefit of the citizens and property taxpayers of both communities; and,
WHEREAS, Biddeford is willing and able to provide assessment services through its City Assessor to Saco on a cost sharing basis and as Saco is willing and able to provide an Assessing Listing Agent on a cost sharing basis, all pursuant to the terms provided below.

NOW, THEREFORE, Biddeford and Saco agree as follows:

1. **Creation of Joint Department:** The Cities have, through vote of their respective City Councils approving this agreement, voted previously to create a joint Assessing Department which has been made up of shared employees between the two communities as well as employees that are hired directly by the individual cities to assist the joint efforts. The Cities desire to renew that arrangement through this Agreement.

2. **Staffing of Joint Department:** The Cities will continue to jointly share and employ the Chief Assessor for both communities. For the purpose of this agreement, one of the Cities will take the lead as the primary employer for the purpose of employment issues (see paragraph 3 and 6). The day to day oversight of the employee will be jointly shared between the Biddeford City Manager and the Saco City Administrator.
   a. For the initial term of this agreement, the Cities agree to appoint Biddeford’s Assessor (Frank Yattaw) to serve in the capacity of Chief Assessor for the joint department.
   b. Each community will employ a Deputy Assessor who will have primary responsibilities to their respective community. Each deputy shall be appointed by the respective City Manager/City Administrator. While the respective deputies will remain as employees of the respective community, each will be expected to assist the Chief Assessor in any and all issues facing either community as so directed.
   c. The Cities will continue to jointly share and employ an Assessing Listing Agent to assist both communities in determining the values of personal property and real property. For the initial term of this agreement, the Assessing Listing Agent will be an employee of the City of Saco. The Parties, through their respective City Manager/City Administrator will consult on the process of filling this new position but Saco shall have the final decision as to whom it shall employ.
   d. Each community commits to supplying the necessary administrative support for their respective assessing offices. For the purposes of this agreement, this shall be at least 20 hours weekly of dedicated support.

3. **Appointment of Successor Assessor:** Saco's City Council has previously appointed Frank Yattaw, the Biddeford Assessor, with the consent of Biddeford, to be the official Saco Assessors’ Agent for all purposes required under law, subject to the provisions in Paragraph 4 below, however, Mr. Yattaw is retiring soon. The Cities jointly agree to select his replacement through a mutual process and mutual decision. The Successor Agent shall at all times remain solely an employee of Biddeford unless the Parties mutually agree otherwise. The City of Biddeford shall set and fix the compensation and employee benefits of the Chief Assessor. The Biddeford City Council will agree to use, and retain for services as set forth herein, the party Saco hires as its Assessing Listing Agent. The City of Saco shall set and fix the compensation and employee benefits of the Assessing Listing Agent.

4. **Scope of Services.** The Cities agree to the following scope of services for the two shared positions:
   a. The Chief Assessor shall perform all duties and responsibilities imposed by law on the Saco Assessors’ Agent, including assessing the April 1st real and personal property taxes and committing the same for collection, management of assessing personnel, hearing and deciding abatement requests, providing information to municipal officials and citizens, state agencies, vendors and other persons with interest in activities pertaining to the assessing functions of Saco including, appearing in any and all administrative and judicial forums to defend challenges to the Saco assessments. The duties of Saco Assessors’ Agent are more clearly defined in the job description, attached as Attachment A. It is expected that over any extended period of time, the Chief Assessor will spend equal time performing duties for each community. It is the expectation that the Chief Assessor will maintain a physical presence in Saco for two (2) days each week and be available via telephone and email and in person, as needed during the regular work week, to address questions or concerns that cannot be addressed by other employees. It is understood that during commitment periods or periods of peak abatement request activity, additional physical attendance and/or time commitment may be required at the office of a particular party, and it is agreed that the Chief Assessor may, in his discretion, allocate his time such that the time demands for one party are met without sacrificing his duties for the other party.
   b. It is the expectation that the Assessing Listing Agent will spend an equal amount of
time between the two communities over any extended period of time. It will be expected that the Assessing Listing Agent will be in Biddeford City Hall at least two (2) days a week under normal circumstances.

5. **Personal and Real Property/Assessment Data.** The joint department may not purchase or lease real property in either City. All equipment and/or personal property used by the Chief Assessor for their job shall remain the property of the City of Biddeford, and all equipment and/or personal property used by the Assessing Listing Agent for their job shall remain property of the City of Saco, unless the Parties otherwise mutually agree. The data collected, analyzed and archived for each City by any official herein shall be the intellectual property of that City, and it shall physically reside in that City. All data, databases and other assessment records shall be assembled and stored for each City separately, and no data may be offered, sold, shared or transferred to any third party by anyone described herein without the express written permission of the City Manager/Administrator of the affected community. While the merged use of the data is encouraged, the databases themselves shall remain independent entities, as they exist on the date of this agreement and each Party shall be solely responsible for the integrity, protection, and backup of its respective data.

6. **City as Sole Employer.**

   a. The Chief Assessor shall remain an employee of Biddeford during the term of this agreement for all administrative purposes including, without limitation, pay, benefits and worker's compensation coverage unless the Parties mutually agree otherwise. However, the Assessor shall be subject to the oversight, direction and control of the party for whom duties are being performed and shall conform to the relevant provisions of any charter, ordinance or policy of the party for whom duties are being performed.

   b. The Assessing Listing Agent shall remain an employee of Saco during the term of this agreement for all administrative purposes including, without limitation, pay, benefits and worker's compensation coverage. However, the employee shall be subject to the oversight, direction and control of the Chief Assessor.

7. **City Responsibility.** The Chief Assessor shall be an agent of the Saco City Administrator for the purposes of statutory authorization and for all functions and duties of the assessing office including, without limitation, establishing taxable valuation assessments, determination of abatement requests, exemption funding, certification of ratios, and listing and, where appropriate, inspecting real and personal property and equipment. Saco shall provide a dedicated workspace for the Chief Assessor at Saco's City Hall, complete with desk, chair, telephone, computer, and internet access and related office supplies to use when working in the City of Saco. Saco will also provide office support, legal counsel and assessment defense costs, independent appraisals, mass valuations and reviews as needed, and funding and physical location for administrative appeals processes for challenges to Saco assessments. Saco shall provide such additional financial and administrative support for mapping, computer systems, printing, mailing and other necessary resources and functions as Saco shall deem necessary and prudent for the proper administration of the Saco assessing function. Biddeford shall provide comparable space, supplies, office furnishings, office support, Counsel, etc. as described above, for the Assessing Listing Agent that Saco provides for the Chief Assessor.

8. **Cost.** The Cities agree to share all employment costs of the Chief Assessor and Assessing Listing Agent equally. Quarterly, the Cities will meet to determine the amounts owed and payment will be made within thirty (30) days of the determination. During the first year of the agreement, the Parties, through their respective City Manager/Administrator will determine the joint budget for the operation of the joint operation. Effective the July 1, 2018 budget, the joint budget will be agreed on by the respective City Councils through a budget process that the Parties will agree on.

9. **Indemnification.** If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the Chief Assessor, or any other agents he may lawfully engage, for Saco, then Saco shall defend, indemnify and hold harmless Biddeford and its officials, agents and employees, including, without limitation, the Assessor in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney's fees. If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the Assessing Listing Agent, or any other agents he or she may lawfully engage, for Biddeford, then Biddeford shall defend, indemnify and hold harmless Saco and its officials, agents and employees, including, without limitation, the Assessing Listing Agent in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney's fees. Provided, however, that in no event shall Biddeford or Saco be required to indemnify the other from claims arising from the intentional acts, wrongful acts or criminal acts of the Chief Assessor or Assessing Listing Agent. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.
10. **Term and Termination of Agreement.** The initial term of this Agreement shall expire on June 30, 2020 and shall commence on the day it is signed by the Biddeford City Manager and Saco City Administrator. This Agreement may be canceled by either party upon written notice to the other party at least 60 days prior to the intended termination date. The Parties agree that any amendment to this Agreement may be upon the mutual written and affirmative action of the City Councils of both municipalities. If either party terminates the agreement prior to June 30, 2020, each community shall remain liable to the other for any portion of costs incurred through the date of termination, and the parties shall meet to determine those costs, and any amounts owed shall be paid not later than 30 days thereafter.

11. **Notification.** Notices under this Agreement shall be sufficient if sent by first class mail or hand-delivered as follows:

   TO SACO:  
   City Administrator  
   City of Saco  
   300 Main Street  
   Saco, ME 04072

   TO BIDDEFORD:  
   City Manager  
   City of Biddeford  
   205 Main Street  
   Biddeford, ME 04005

12. **Default.** In the event a party defaults under this Agreement, the other party shall have those remedies available at law and equity, provided it shall first give the defaulting party written notice and a reasonable time to cure.

13. **Disputes.** If a claim or dispute arises out of this Agreement or its performance, the Parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation. If the Parties are unable to resolve this matter through mediation, the Parties agree to submit their dispute to binding arbitration before a single arbitrator under the rules of the American Arbitration Association.

14. ** Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the Parties agree to meet and negotiate a new clause, section, provision, or agreement.

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

City of Biddeford

__________________________  
James A. Bennett, City Manager

City of Saco

__________________________  
Kevin Sutherland, City Administrator

K. **SACO BIDDEFORD ANIMAL CONTROL OFFICER AGREEMENT**

The City of Saco’s animal control officer retired this year. Saco Police Department attempted to hire a replacement, however no qualified candidates came forward. Biddeford Police Department has offered to provide this service for Saco on a trial basis. The Joint Steering Committee of Saco and Biddeford recommended that this arrangement be created.
Biddeford Council approved the City Manager entering into an agreement with Saco at their June 5, 2018 Council meeting.

Councilor Archer moved, Councilor Gay seconded “Be it ordered that the City Council authorize the City Administrator to sign an agreement with the City of Biddeford to provide animal control operations for the City of Saco”. Further move to approve the Order. The motion passed with seven (7) yeas.

**INTERLOCAL COOPERATION AGREEMENT FOR BIDDEFORD-SACO ANIMAL CONTROL OFFICER**

Pursuant to the provisions of 30-A M.R.S.A., Chapter 115, this Inter-local Cooperation Agreement (Agreement) is made and entered into as of the 1st day of July 2018, by and between the City of Biddeford and City of Saco, Maine, for the provision of Animal Control Officer (“ACO”) services for the City of Saco.

WHEREAS, Maine law permits municipalities and political subdivisions to enter into inter-local cooperation agreements to make the most efficient use of their powers and in order to provide services and facilities that will accord best with the needs of both communities; and

WHEREAS, 7 M.R.S.A. §3947 requires that each municipality shall appoint one or more Animal Control Officers whose duties are enforcement of sections 3911, 3912, 3916, 3921, 3924, 3948, 3950, 3950-A, 3952 and 4041 and Title 17, section 1023, responding to reports of animals suspected of having rabies in accordance with Title 22, sections 1313 and 1313-A and any other duties to control animals as the municipality may require; and,

WHEREAS, the City Council of Biddeford and City Council of Saco have reviewed the information available on this subject and have determined that it is in the best interest of their constituencies to participate in a consolidated Animal Control and Enforcement for the Cities of Biddeford and Saco, and that an appropriate agreement be created to facilitate the terms of this relationship.

NOW, THEREFORE, pursuant to the authority granted by 30-A M.R.S.A., Chapter 115, and every other legal authority, and in consideration of the following mutual covenants and conditions set forth herein, the parties hereby agree as follows:

**Section 1. Statement of Purpose**

The City of Biddeford Animal Control Officer will provide the following services to the City of Saco:

1. Response to domestic animal complaints, taking appropriate action as needed during assigned hours of work within a defined work week.

2. Transportation of domestic animals that have been captured or injured to either the Animal Welfare Society or an appropriate animal treatment facility.

The City of Saco shall maintain a workspace for use by the ACO, and appropriate cages or other temporary facilities for the short term holding of captured animals awaiting transfer to the owner or other facility.

The City of Saco is responsible for the payment of any fee associated with any oral or written agreement made between the City of Saco and the Animal Welfare Society, or any other agency that is licensed to provide care, treatment, or the housing of any cat or dog that has been captured, surrendered or otherwise associated with the City of Saco.

The City of Saco is responsible to provide, at its expense, Animal Control Services during those times that the ACO is not available to respond due to being on days off, vacation, training or absent for any other reason.

**Section 2. Operation and Costs**

1. The Animal Control Officer shall be under the direct control and supervision of the Biddeford Police Department when performing tasks in the City of Biddeford, and under the direct supervision of the Saco Police Department when performing tasks in the City of Saco. Notwithstanding the preceding, the ACO shall be an employee of the City of Biddeford for purposes of insurance, wages, taxes, benefits, and workman’s compensation. The parties may, from time to time, select a new ACO and determine at that point which Community shall act as the hiring and employment entity.
2. The Animal Control Officer must adhere to the regulations and guidelines concerning Animal Welfare Law in accordance with 7 M.R.S.A. Chapter 725.

3. The cost of the operations of the Animal Control Officer, and basic operational equipment, shall be borne by the City of Biddeford. Any cost associated with the operation of the Animal Control Officer that requires additional equipment or overtime pay and benefits, which in any way is for the exclusive benefit of Saco, shall be the sole responsibility of the City of Saco.

4. The City of Saco agrees to pay a fee of $30,000, for the fiscal year 2019 and a rate equal to one half of any contractual wage and benefit increases for subsequent fiscal years. This fee may be changed with six months notice. This fee shall be paid semi-annually with the first payment due by the 15th day after the beginning of the fiscal year, and the second payment by the 15th day of January following.

5. The agencies represented in this agreement recognize that the complexities involved in multi-agency sharing of services will require continuous review and improvement. On occasion, problems or concerns between agencies or disciplines will occur. First line supervisors experiencing those concerns shall work to resolve such issues at their level whenever practical. Should the issue rise to the level of the Police Chief, the respective Chief shall work to resolve the issue in consultation with the respective city manager or city administrator. If this step does not resolve the matter, the Parties agree to jointly select an experienced mediator, who shall conclusively and finally determine the matter, all costs of mediation, except legal fees, to be jointly shared by the Parties.

Section 3. Procedures
1. At the beginning of each work day, the ACO will communicate with the respective community and follow up on complaints or inquiries regarding Animal Welfare Laws.

2. At least several times each work day during the period from May 1st to October 31st of each year, the ACO will patrol the coastal areas of Biddeford and Saco, enforcing leash laws and/or any other matters relating to domesticated animals. The actual frequency of patrols shall be subject to availability based on daily workload and assigned priorities.

3. Nothing in this agreement is intended to supplant or supersede any other agreement made by or between the City of Biddeford and City of Saco, nor is it intended to preclude either community from requesting assistance from the other pursuant to any existing agreement between the communities.

Section 4. Effective Date
The conditions and procedures outlined in this Agreement shall be in full force and effect commencing on or about July 1, 2018.

Section 5. Term
Either party may terminate this agreement with six months written notice to the other party, unless a shorter period is agreed to by the parties.

Section 6. Agreements
The signatures of the following shall effectuate compliance with the terms and conditions of this Agreement.

Section 7. Indemnification
If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the Animal Control Officer, or any other agents he or she may lawfully engage, for Saco, then Saco shall defend, indemnify and hold harmless Biddeford and its officials, agents and employees, including, without limitation, the Animal Control Officer in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney’s fees. If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the Animal Control Officer, or any other agents he or she may lawfully engage, for Biddeford, then Biddeford shall defend, indemnify and hold harmless Saco and its officials, agents and employees, including, without limitation, the Animal Control Officer in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney’s fees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.

Kevin Sutherland, City Administrator
City of Saco

James Bennett, City Manager
City of Biddeford
L. SACO BIDDEFORD OPIOID OUTREACH INITIATIVE AGREEMENT

The City of Biddeford and Saco were awarded a grant from the state on September 1st, 2016 to begin addressing the opioid crisis the nation and specifically our region is facing. The result was the creation of the Saco Biddeford Opioid Outreach Initiative (SBOOI).

The grant will soon be coming to a close but the two Police Departments have found this program to be very successful and included it as part of their ongoing budgets for FY19. Now that it is not part of a grant program, we’d like to formalize an agreement. The Joint Steering Committee of Saco and Biddeford recommended that this arrangement be created and the program continue.

Biddeford Council approved the City Manager entering into an agreement with Saco at their June 5, 2018 Council meeting.

Councilor Archer moved, Councilor Doyle seconded “Be it ordered that the City Council authorize the City Administrator to sign an agreement with the City of Biddeford to continue the Opioid Outreach Program. Further move to approve the Order. The motion passed with seven (7) yeas.

AGREEMENT
FOR CONTINUED FUNDING FOR BIDDEFORD SACO OPIATE OUTREACH INITIATIVE

THIS AGREEMENT is made this ______ day of______________, 2018 by and between the CITY OF BIDDEFORD, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter “Biddeford”) and the CITY OF SACO, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter “Saco”), collectively (“The Parties”).

WHEREAS, pursuant to 30-A M.R.S. § 2201, et seq., municipalities are permitted to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and,

WHEREAS, the Cities desire to create efficiencies for the benefit of the citizens and property taxpayers of both communities; and,

WHEREAS, Biddeford SBOOI Coordinator and Saco have jointly created the Biddeford Saco Opiate Outreach Initiative (SBOOI); and,

WHEREAS, Biddeford and Saco have been awarded a state grant that provided a significant portion of the funding for SBOOI; and,

WHEREAS, the State of Maine is no longer providing financial assistance for the program; and,

WHEREAS, SBOOI has achieved significant results during the grant period and the need to continue to provide the outreach is considered important;

NOW, THEREFORE, Biddeford and Saco agree as follows:

1. **Continue funding of program:** The Cities have previously, through vote of their respective City Councils approved the initial funding of SBOOI. The Cities agree to continue the program once the state grant funding is no longer available.

2. **Staffing of Joint Department:** The Cities will jointly share and employ the SBOOI Coordinator. The day to day oversight of the employee will be jointly shared between the Biddeford and Saco Police Chiefs.

3. **Scope of Services.** The Cities agree to continue with the existing working arrangements as has been in place during the first year of the program. Any significant operational changes will be agreed to by both Police Chiefs. In the event of any unresolved issues, the Biddeford City Manager and Saco City Administrator shall resolve the issue(s).

4. **City as Sole Employer.** The SBOOI Coordinator shall remain an employee of Biddeford during the term of this agreement for all administrative purposes including, without limitation, pay, benefits and worker's compensation coverage. However, the SBOOI Coordinator shall be subject
to the oversight, direction and control of the party for whom duties are being performed and shall
conform to the relevant provisions of any charter, ordinance or policy of the party for whom
duties are being performed.

5. Cost. The Cities agree to share all employment costs of the SBOOI Coordinator equally.
Quarterly, the Cities will meet to determine the amounts owed and payment will be made within
thirty (30) days of the determination. The Cities, through their respective City
Manager/Administrator will determine the joint budget for the operation of the joint operation,
subject to the budget authorization process in each community.

6. Indemnification. If a claim is brought against either Saco or Biddeford arising out of, or within
the scope of the service performed by the SBOOI Coordinator, or any other agents he or she may
lawfully engage, for Saco, then Saco shall defend, indemnify and hold harmless Biddeford and its
officials, agents and employees, including, without limitation, the SBOOI Coordinator in his or
her official and individual capacities from and against all such claims, damages, losses and
expenses, including reasonable attorney's fees. If a claim is brought against either Saco or
Biddeford arising out of, or within the scope of the service performed by the SBOOI Coordinator,
or any other agents he or she may lawfully engage, for Biddeford, then Biddeford shall defend,
indemnify and hold harmless Saco and its officials, agents and employees, including, without
limitation, the SBOOI Coordinator in his or her official and individual capacities from and
against all such claims, damages, losses and expenses, including reasonable attorney's fees. This
section shall not be interpreted to waive the monetary limits or substantive areas of immunity
under the Maine Tort Claims Act.

7. Term and Termination of Agreement. The initial term of this Agreement shall expire on June
30, 2019 and shall commence on the day it is signed by the Biddeford City Manager and Saco
City Administrator. This Agreement may be canceled by either party upon written notice to the
other party at least 60 days prior to the intended termination date. The Parties agree that any
amendment to this Agreement may be upon the mutual written and affirmative action of the City
Councils of both municipalities.

8. Notification. Notices under this Agreement shall be sufficient if sent by first class mail or hand-
delivered as follows:

TO SACO: City Administrator
City of Saco
300 Main Street
Saco, ME 04072

TO BIDDEFORD: City Manager
City of Biddeford
205 Main Street
Biddeford, ME 04005

9. Default. In the event a party defaults under this Agreement, the other party shall have those
remedies available at law and equity, provided it shall first give the defaulting party written
notice and a reasonable time to cure.

10. Disputes. If a claim or dispute arises out of this Agreement or its performance, the Parties agree
to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-
binding mediation. If the Parties are unable to resolve this matter through mediation, the Parties
agree to submit their dispute to binding arbitration before a single arbitrator under the rules of the

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. If any
clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire
agreement and the Parties agree to meet and negotiate a new clause, section, provision, or
agreement.

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

City of Biddeford

Date ____________________________

James A. Bennett, City Manager

City of Saco

Date ____________________________

Kevin Sutherland, City Administrator

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M. AMENDMENTS TO COUNCIL RULES AND ORDER OF BUSINESS

The City of Saco originally adopted the Procedure Manual for Council Members on December 16, 2002 and was last revised December 11, 2017. The purpose of this Manual is to assist the City Council by documenting accepted practices and clarifying expectations.

Article II, Section 2.08 – Procedure, Subsection b of the City Charter. states:

“Rules and Journal. The City Council shall determine its own rules and order of business at the first meeting of each newly elected City Council. The City Council shall provide for the keeping of a journal of its proceedings. This journal shall be a public record and shall be kept in the office of the City Clerk.”

The information contained in Exhibits 1 and 2 provide several updates the Council has suggested making to enhance communication and effectively includes the necessary information to satisfy the Charter’s biennial requirement.

Councilor Minthorn moved, Councilor Smart seconded “Be it Ordered that the City Council amend its rules and order of business to end at 9:30 pm, unless Council votes to continue; amend the agenda to include an administrative update prior to the Council Discussion and Comment; and further, amend the workshops to reflect what’s written in Exhibits 1 and 2 attached. I move to approve the order.

Amendment – Councilor Copeland moved, Councilor Doyle seconded that Section #8-A-2 – Workshop Meetings be changed to 6:30 p.m. The motion passed with six (6) yeas and one (1) nay – Councilor Gay.

Mayor Lovell called for a vote on the main motion with the amendment. The motion passed with seven (7) yeas.

VIII. COUNCIL DISCUSSION AND COMMENT

➢ Councilor Copeland – Encouraged fellow councilors to provide updates on the commissions that they are on. I think it would be very useful to comment during the comment period. On what is happening on your committees.

IX. EXECUTIVE SESSION

Councilor Minthorn moved, Councilor Copeland seconded “Be it Ordered that the City Council enter into executive session, Pursuant to [M.R.S.A. Title 1, Chapter 13, Subchapter 1, §405(6): c. Discussion of Real Property – Public Works Re-location, Fire Station Annex, Possible sites for a new Business Park, d. Discussion of the contract for City Administrator, Kevin Sutherland, the non-union employee COLA adjustment, and labor negotiations: Saco Professional Firefighters Association IAFF Local 2300. The motion passed with seven (7) yeas. Time: 8:13 p.m.

X. REPORT FROM EXECUTIVE SESSION

Councilor Minthorn stated that there was no report with respect to the discussion of the contract for the City Administrator Kevin Sutherland.

Councilor Copeland moved, Councilor Johnston seconded to come out of executive session at 9:30 p.m. The motion passed with seven (7) yeas.

Mayor Lovell, all the Councilors and the City Administrator were present.

Councilor Johnston moved, Councilor Smart seconded to extend the meeting beyond 9:30 p.m. in order to complete the Executive Session and that we will not cover the Workshop items this evening. The motion passed with seven (7) yeas.

IX. EXECUTIVE SESSION

Councilor Minthorn moved, Councilor Johnston second “Be it Ordered that the City Council enter into executive session, Pursuant to [M.R.S.A. Title 1, Chapter 13, Subchapter 1, §405(6): c. Discussion of Real Property – Public Works Re-location, Fire Station Annex, Possible sites for a new Business Park, d. Professional Firefighters Association IAFF Local 2300 labor negotiations. The motion passed with seven (7) yeas. Time: 9:38 p.m.
X. REPORT FROM EXECUTIVE SESSION

Councilor Minthorn moved, Councilor Smart seconded to come out of executive session at 10:23 p.m. The motion passed with seven (7) yeas.

Mayor Lovell, all the Councilors and the City Administrator were present.

There were no reports this evening.

XI. ADJOURNMENT

Councilor Minthorn moved, Councilor Doyle seconded to adjourn the meeting at 10:23 p.m. The motion passed with six (6) yeas and one (1) nay – Councilor Gay.

Attest:____________________________

Michele L. Hughes, City Clerk