I. CALL TO ORDER – On Monday, March 17, 2008 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

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

III. PLEDGE OF ALLEGIANCE

IV. GENERAL –

BOY SCOUT TROOP #371

Mayor Roland Michaud acknowledged Boy Scout Troop #371. They chose to come here this evening to watch government in action, as part of their merit badge process. The Scouts present were: John Goulet, Luke Wade, Nick Levesque, Matt Simmons, Gabe Letourneau, Tom Huot, Ken Maxfield, Ryan Lavigne, Sam Workman, and Eric Peterson.

PRESENTATION ON KEEPING NEIGHBORS WARM – BILL SOUTHWICK

Keeping Neighbors Warm is a coalition of local people and area businesses working together to address the fuel crisis facing neighbors in our communities. The abrupt closure of an oil dealer in the area, leaving many pre-paid customers abandoned without oil or the money they had pre-paid for that oil, brought the issue to the forefront. Discussions about how to help these folks revealed that we had a much larger and more serious heating crisis brewing throughout the area. The harsh winter, a sagging economy, and escalating fuel prices have affected many individuals and families who normally don’t need help. Many of these people may also not qualify for the typical assistance programs that have been available. A small group of business leaders, municipal officials, and private citizens met and organized a coalition to take action and make a difference immediately. Simply stated, they called the group ‘Keeping Neighbors Warm’. University of New England’s Healthy Maine Partnership in York County identified 9 surrounding communities: Arundel, Biddeford, Buxton, Dayton, Hollis, Kennebunk, Kennebunkport, Old Orchard Beach, and Saco. A fundraising goal of $100,000 was set. We have exceeded 27% of our goal in cash to date. By partnering with The Maine Way, Inc. a local 501 C (3) non-profit, we are able to offer tax deductibility for donors. Donations can be sent to: The Maine Way, A 501C (3) Organization, c/o Biddeford Savings Bank, P.O. Box 525, Biddeford, ME. 04005, or visit the website at www.firstgiving.com/keepingneighborswarm. Also, we are working cooperatively with USDA’s Rural Development Program to make people aware of their 504 loan program that offers seniors and low income homeowners 1% Federal Loans up to $20,000 for installation, repair, or replacement of essential home components to make their homes safe and warm.

V. APPROVAL OF MINUTES: FEBRUARY 4, 2008

The minutes of February 4, 2008 were accepted as written with unanimous consent.

VI. AGENDA ITEMS:

A. TAXICAB BUSINESS LICENSE RENEWAL – TWIN CITY TAXI INC. - (PUBLIC HEARING)

Twin City Taxi, Inc. has applied for their business license to be renewed for a term of one year.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance, with Chapter 195 - Taxicabs, Subsection 195-3. License required and Subsection 195-4, application for taxicab business license.
Councilor Tardif moved, Councilor Smith seconded to open the Public Hearing on The Taxicab Business License Renewal for Twin City Taxi, Inc. The motion passed with seven (7) yeas.

There were no comments from the public.

Councilor Tardif moved, Councilor Smith seconded to close the Public Hearing and Be it Ordered that the City Council grant the renewal of the Taxi Business License for Twin City Taxi, Inc. for a term of one year. Further move to approve the Order. The motion passed with seven (7) yeas.

B. TAXICAB BUSINESS LICENSE RENEWAL – ALTERNATIVE TAXI - (PUBLIC HEARING)

Radiowaves, Inc. d/b/a Alternative Taxi has applied for their business license to be renewed for a term of one year.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with Chapter 195 - Taxicabs, Subsection 195-3. License required and Subsection 195-4, application for taxicab business license.

Councilor Lovell moved, Councilor Smith seconded to open the Public Hearing on the Taxicab Business License Renewal for Alternative Taxi. The motion passed with seven (7) yeas.

There were no comments from the public.

Councilor Lovell moved, Councilor Smith seconded to close the Public Hearing and Be it Ordered that the City Council grant the renewal of the Taxi Business License for Alternative Taxi for a term of one year. Further move to approve the Order. The motion passed with seven (7) yeas.

Note: Approval of this Business License renewal in contingent upon receipt of proof of adequate public liability insurance.

C. CITY BUDGET SUBMITTED TO CITY COUNCIL & SCHOOL BUDGET SUBMITTED TO CITY COUNCIL

City Administrator Rick Michaud presented a power-point presentation on City-Side of the FY 2009 Budget, and David Galli, Vice-Chairman of the Board of Education and Michael Lafortune, Superintendent of Schools presented the School side of the FY2009 Budget. The presentation for the city side is on the city website at www.sacomaine.org, and the School presentation will be on their website at www.saco.org/. The budget increase from last year on the city side is 7.59%, and 2.11% of this increase is due to the voter approved principal and interest payment on the infrastructure bond issue. The budget increase from last year on the school side is 4.48%.

Pursuant to the City Charter Article VI, Financial Procedures §6.02, “at the second City Council meeting in March of each year, the City Administrator and the Board of Education shall submit to the City Council their respective sections of the budget for the ensuing fiscal year and the accompanying messages.”

Section 6.03 – Budget Messages. “The City Administrator’s and the Board of Education’s messages shall explain the budget in fiscal terms and in terms of work programs. They shall describe the important features of the budget, indicate any major changes from the current year in expenditures and revenues together with the reasons for such changes, summarize the City’s debt position, and include such other materials as the City Administrator may deem desirable or the Mayor and the City Council shall request.”

Councilor Morton moved, Councilor Lovell seconded Pursuant to the City Charter Article VI, Financial Procedures §6.02, Be it Ordered that the City Council accept the City Administrator’s Budget and the Board of Education Budget for Fiscal Year 2009. Further move to approve the Order. The motion passed with seven (7) yeas.

A copy of the Budget Transmittal Letter to City Council dated 3/14/08, and Budget Process Time Line are on page 7, as Attachment A.
VII. CONSENT AGENDA

Mayor Roland Michaud entertained a motion to adopt the following CONSENT AGENDA –

Councilor Bastille moved, Councilor Cote seconded to hereby:

A. Council approve Pursuant to 23 M.R.S.A. Section 3023, the Condemnation Order for the lay out and taking of certain real property for a Public Way (so-called Fenderson Road);

B. Authorize the expenditure of $300.00 from the Energy Conservation Account to purchase 10 energy-efficient power strips for City Hall;

C. Approve the amendments to the “Facilities Agreement By and Between the City of Saco, a Municipal Corporation and Saco School Department, acting through its Superintendent – Amended March 17, 2008”.

The motion passed with seven (7) yeas.

The complete Item Commentaries for the above Consent Agenda are below.

A. LAYOUT AND TAKE A PUBLIC WAY – FENDERSON ROAD

The City has begun the construction of Fenderson Road, after reaching an agreement with all abutters of that private way. To date, easements for construction were secured, and work has reached “base coat” stage. Final paving is to occur in the spring and the road would then be ready, and become a fully open public way.

The City and owners originally considered the approach that each owner would deed to Saco just that portion in front of their lot that made up the way. However, while this was a perfectly fine “concept” upon undertaking construction (we needed 20 easements for construction) we realized such a process would be very time consuming, and expensive.

The City Attorney proposed to the lot owners a simpler approach. Rather than creating 20 little deeds (each one a portion of the way) it would be easier if Saco “took” the way under Title 23, permitting Saco to create only one boundary description (of the entire perimeter of the road from tip to tip). Saco would then vote to take their portions en masse, rather than receiving them in 20 individual disconnected pieces. This would also allow us to avoid needing all the owners’ mortgage companies to sign off on the transfers. Permission was given by the Council on March 3, 2008 to authorize this process and begin by publishing a “Notice of Intentions”. Notice of Intention was filed in accordance with Title 23.

The Council discussed this item at Workshop on February 19, 2008, and permission to send notice was granted at the council meeting on March 3, 2008.

A copy of the Condemnation Order, Certificate of Taking, and Notice of Intention to Layout and Take a Public Way pursuant to 23 M.R.S.A. Section 3022 is on page 11, as Attachment B.

B. ENERGY CONSERVATION ELECTRICAL STRIPS FOR CITY HALL

The City has an Energy Conservation Account and the following proposal is being made to purchase energy efficient power strips for City Hall. The building could utilize 10 strips at a cost of $30.00 each.

The Council discussed this item at Workshop on February 4, 2008, and again at Workshop on March 3, 2008.

C. AMENDMENTS TO SCHOOL FACILITIES AGREEMENT

The School Facilities Agreement has proposed amendments for several reasons. The document spells out how facilities are currently being used by the schools and the city. The plan is to have this document included as part of the Regional School Unit submission to the Department of Education later this month.

The proposed amendments are as follows:

- To clarify scheduling and setting of priorities for use within the school buildings;
- To address allocation of funds from the from the Essential Programs and Services formula;
The existing agreement provides for the school vacating the Adult Learning Center at 52 School Street and relocating to 80 Common Street. The proposed amendments state that the school will continue to use the Adult Learning Center and will not be using 80 Common Street.

Finally, the School Department has agreed to reimburse the city for cost relating to school bus maintenance as well as use of electricity.

A copy of the Facilities Agreement is on page 17, as Attachment C.

VIII. RECESS THE MEETING AND MOVE TO WORKSHOP

Councilor Smith moved, Councilor Bastille seconded to move to the Workshop. The motion passed with seven (7) yeas. TIME: 8:15 p.m.

IX. RECESS THE WORKSHOP AND RECONVENE THE MEETING

Mayor Roland Michaud reconvened the City Council meeting with unanimous consent from the Council. TIME: 10:24 p.m.

A. PUBLIC WORKS FACILITY BOND (SECOND & FINAL READING)

In November of 2006, the Saco voters did not approve a proposed bond referendum for the renovations to the City Public Works Facility on North Street. At that time, the proposed bond was for 5.4 million in renovations. Since the need for the renovations remain and are more acute today, staff is proposing a revised renovation plan for consideration by the voters on the June election ballot.

The major difference in the revised plan would be the elimination of the 19,000 square foot vehicular storage facility. This would reduce the cost of the facility from $5,485,475 to $4,996,475: a reduction of $489,000. While the staff feels that this is an important part of the proposed plan, it can be added at a later date in a future phase.

The City Council discussed this item at Workshop on February 19, 2008, and the First Reading of this item was February 19, 2008; and the Public Hearing was held on March 3, 2008.

The Bond Counsel has advised that if the amounts in the Order are changed, the Council will need to begin the process anew; and there will not be time to do this before the June 2008 election. The Bond Counsel further advises that the Council can change the election date from June 10, 2008 to November 11, 2008 without starting anew.

Councilor Cote, moved, Councilor Bastille seconded, The City of Saco hereby approves the Second & Final Reading of the ‘Order Authorizing City of Saco to Borrow an Amount not to Exceed $4,996,475, for Public Works Facility Improvements. Further move to approve the Order. The motion passed with six (6) yeas, and one (1) nay – Councilor Tardif.

Amendment 1 – Councilor Morton moved, Councilor Cote seconded to amend the Order from $4,996,475 to $5,485,475. The motion failed with two (2) yeas, and four (4) nays – Councilors Smith, Bastille, Lovell, Tardif and Mills.

Amendment 2 – Councilor Bastille moved, Councilor Smith seconded to amend Order #22 to change the date from June 10, 2008 to November 4, 2008. The motion passed with six (6) yeas, and one (1) nay –Councilor Tardif.

ORDER AUTHORIZING
CITY OF SACO TO BORROW AN AMOUNT NOT TO EXCEED $4,996,475 FOR PUBLIC WORKS FACILITY IMPROVEMENTS

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

1) That under and pursuant to 30-A M.R.S.A. §5772 and Sections 6.14 and 6.15 of the Charter of the City
of Saco, the Treasurer and the Mayor of the City of Saco are authorized to issue general or limited general obligation securities in the name of the City of Saco in an aggregate principal amount not to exceed Four Million Nine Hundred Ninety-Six Thousand Four Hundred Seventy-Five Dollars ($4,996,475), and notes in anticipation thereof, to pay for costs to design, construct and equip additions and renovations to the City’s Public Works Facility at 351 North Street and to acquire any real estate or interests in real estate related thereto (the “Project”);

2) That the proceeds of the said securities and said notes in anticipation thereof (hereinafter collectively, “Bonds”), together with any investment earnings thereon, are appropriated to be used for the Project and for related costs of issuance, credit enhancement and accrued interest, if any;

3) That the estimated period of utility of the Project is determined to be in excess of thirty (30) years;

4) That pursuant to Section 6.15 of the Charter of the City of Saco, taxes shall be levied on the taxable estates of the City of Saco for each year that the Bonds remain outstanding in the amount necessary to meet the payment of the annual installments of principal and interest on the Bonds;

5) That to the extent not inconsistent with this Order, the Treasurer is authorized to select such date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, form(s) and other details of the Bonds, as the Treasurer determines to be in the interest of the City;

6) That any of the Bonds may be made callable, with or without premium, prior to their maturity;

7) That the Bonds shall be executed in the name of the City by the Treasurer and Mayor, under the official seal of the City attested by the City Clerk, and that any signature thereon may be by facsimile to the extent permitted by law;

8) That the Treasurer is authorized to provide for the sale of the Bonds at such times and in such manner, as the Treasurer determines to be in the interest of the City, and to select a purchaser or purchasers of the Bonds and to execute and deliver such contracts or agreements as may be necessary in connection therewith;

9) That in connection with the sale of any of the Bonds, the Treasurer may select such financial advisors, bond counsel, underwriters, rating agencies, bond insurance companies, registrars, paying agents, transfer agents and other service providers for such of the Bonds as the Treasurer determines to be in the interest of the City, and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services;

10) That the Treasurer is authorized to prepare, or cause to be prepared, Notices of Sale, Preliminary Official Statements and Official Statements and Placement Memoranda for use in the offering and sale of any of the Bonds, in such form and containing such information as may be approved by the Treasurer, and that the distribution thereof in the name of and on behalf of the City in connection with offering any of the Bonds is approved;

11) That the Treasurer is authorized to undertake all acts necessary to provide for the issuance and transfer of such of the Bonds as the Treasurer deems advisable in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to physical transfer of bonds, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer’s opinion, appropriate in order to qualify such Bonds for and to participate in the Depository Trust Company Book-Entry Only System;

12) That the Treasurer is authorized and directed to covenant and certify on behalf of the City that no part of the proceeds of the Bonds shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

13) That the Treasurer is authorized to covenant on behalf of the City to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds, to take all other lawful actions necessary to insure that interest on the Bonds will be excluded from the gross income on the owners thereof for purposes of federal income taxation, and to refrain from taking any action which would cause interest on the Bonds to become includable in the gross income of the owners thereof;

14) That the Treasurer is authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;
15) That the Treasurer is authorized to designate any of the Bonds as qualified tax exempt obligations for purposes of Section 265(b) of the Internal Revenue Code of 1986;
16) That the Treasurer is authorized to execute and deliver such tax certificates, arbitrage and use of proceeds certificates and other documents and certificates as may, in the Treasurer’s opinion, be necessary or convenient to effect the transactions hereinbefore authorized, to be in such form not inconsistent with this Order as the Treasurer, with the advice of the City’s bond counsel, may approve;
17) That the Treasurer and other proper officials of the City are authorized and empowered in its name and on its behalf to do or cause to done all such other acts and things as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds in accordance herewith and any such prior action by them is hereby ratified and confirmed;
18) That if the Treasurer, Mayor, Clerk or any other City officer or official is for any reason unavailable to approve, execute or attest the Bonds or any related financing documents, the person or persons acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had herself/himself performed such act;
19) That if any of the officers or officials of the City who have signed or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or official; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers and officials of the City, although at the nominal date of such Bonds any such person shall not have been such officer or official;
20) That the Treasurer prepare a signed financial statement to accompany this and any other referendum question to be submitted on the same date to the voters of the City for ratification of bond issues;
21) That a copy of this Order be filed with the City Clerk; and
22) That pursuant to Section 6.15 of the Charter of the City of Saco, Maine the following question shall be submitted to the voters of the City of Saco at a referendum vote to be held on **June 10, 2008**:

Shall the Order of the City Council of the City of Saco entitled “Order Authorizing City of Saco to Borrow an Amount Not to Exceed $4,996,475 For Public Works Facility Improvements” be ratified and approved?

X. **ADJOURNMENT**

The meeting adjourned with unanimous consent at 10:31 p.m.

ATTEST: ______________________________________ Date Approved:____________________
Michele L. Hughes, Deputy City Clerk
March 14, 2008

Re: Budget for Fiscal-Year 2009

Honorable Mayor Michaud and members of the City Council:

Transmitted herewith is a proposed budget for fiscal year 2009 for the City of Saco. This budget recommendation constitutes the essential services level of operating performance required for the City of Saco. Essential services are those services determined to be necessary for the health, safety and desired quality of life of the community and for the effective functioning of City government.

It is said that with every challenge there is an opportunity. After many years of being involved in budget processes, I have come to view budgets as an opportunity for an organization to set goals and to achieve them. This budget is certainly no different with many worthwhile goals to achieve. This 2009 budget has been prepared with the following objectives in mind:

- To meet the goals established by the City Council as well as those established by the various Department Directors and the organizational strategic goals;
- To manage in an environment of rising contractual wage increases, fuel and electricity costs.
- Not to exceed LD1, a State of Maine tax limitation – which allows only property tax growth based on community growth;

This budget does not include the School Department or county tax. The proposed budget represents a total municipal appropriation level of $20,220,333, which is a 7.59% or $1,427,112 increase from last year’s appropriation of $18,793,221. It is important to note that 2.11% or $396,705 of this increase is due to the voter approved principal and interest payment on the infrastructure bond issue.

This budget submission is pursuant to Article VI, Financial Procedures of the City Charter, § 6.02 Submission of the Budget, “at the second City Council meeting in March of each year, the City Administrator and the Board of Education shall submit to the City Council their respective sections of the budget for the ensuing fiscal year and the accompanying messages.”
The budget is explained in fiscal terms and in terms of work programs and will be indicating major changes in expenditures and revenues from current year, together with reasons for the changes, and summarize the city’s debt position.

The Board of Education will also be presenting its budget, and a summary of the combined budget will be presented to Council on March 17, 2008.

The Council is being asked this evening to accept both budget documents. A Public Hearing has been scheduled for the Budget FY09 and the Capital Program on April 28, 2008, and the City Council is scheduled to act on the budget the same day. A summary of this budget can be found on the city’s website www.sacomaime.org under the link to Finance, and a summary will be published in the local media indicating the Public Hearing date. The Council has scheduled a series of workshops with department staff to review the budget and entire capital improvements program.

Also considered in this budget is maintaining current service levels – the citizens opinion survey indicates high service delivery satisfaction and that that property taxes are “about right”; which were included in the city’s fourth published performance measure report (2007), and for the fourth year has received the Association of Governmental Accountant’s Certificate of Excellence in Service Efforts and Accomplishments Reporting. The City of Saco is one of only 10 governmental entities across the entire United States to hold this prestigious award.

The budget has been prepared with the best information available as of March 14, 2008.

In summary, the FY 2009 Budget impacts are:

- To raise overall revenues by 7.59% - comes from both non property tax revenue and property tax revenues as allowed;
- The voters approved a bond in June 2007, for $4,355,000 for infrastructure improvements; which accounts for 2.11% of the 7.59% increase – the payment for this new debt accounts for 27.8% of total increase needed in revenues;
- This overall increase translates to an increase of $.25 on the current mil rate ($5.47) for city operations;
- A homeowner with a home value of $200,000 will pay $50 more per year in property taxes. A homeowner with a home value of $300,000 will pay $75 more per year in property taxes.

The significant changes include a reduction in the legal appropriation as the Maine Energy Recovery Company law suit has now been settled. The Police and Fire Departments have been increased for personnel contractual obligations including increases in overtime and to cover the rising fuel and electricity costs. The Public Works Department budget has been
increased for these same reasons as well as to cover the rising cost of salt and other contractual obligations for services provided to the city. Debt service has been increased to cover the principal and interest payment due on the voter approved infrastructure bond. Lastly, employee benefits have been increased to cover rising health insurance costs as well as the payroll taxes associated with the budgeted wage increases throughout the city. The budget as presented supports a capital expenditure level of $522,953 indicating spending above last year’s budget level of $423,256.

As of this time all employee pay changes are not known however this budget includes a 3.5% increase for employees in the budget and incorporated within the various salary and wage lines within each department’s budget. Longevity increases as well as merit pay changes have also been included. This budget proposes no additions of new full time positions.

The City’s property valuation in 2008 is estimated at $1,995,056,900 at 92% of full value. The projection for 2009 is a valuation of the same $1,995,056,900 (no increase) at 92% of full value. The fiscal year 2008 budget was funded in part by transfers from other funds and utilization of undesignated fund balance of $482,042. The proposed budget includes a proposed $791,170 use of undesignated fund balance. This budget proposes to increase the use of property tax from $10,405,262 to $10,913,477 or $508,215 (2% increase).

I am very pleased to report that this budget is being submitted for the “Distinguished Budget Presentation Award” of the Government Finance Officers Association of the United States and Canada (GFOA). In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device. This award is only valid for a period of one year. The city has been successful in achieving this award for the last 7 fiscal year’s budgets. The city is currently the only local government in the State of Maine to hold this prestigious award. We believe our current budget will conform to program requirements.

I look forward to meeting with the City Council and presenting this budget for your consideration.

Sincerely,

Richard R. Michaud
City Administrator
City of Saco, Maine  
Fiscal Year 2009  
Budget Calendar

February 26, 2008  Board of Ed Budget Workshop 3

March 11, 2008  Budget Finalized by Board of Ed

March 5, 2008 (Wednesday)  City Finance Director and City Administrator to finalize  
City budget presentation to be presented on March 17th

March 7, 2008 (Friday)  City Finance Director and City Administrator to review  
Budget presentation with Mayor

March 10 to March 14, 2008  Budget documents to be distributed to City Council  
Completed by Finance Director

March 17, 2008  City Administrator’s city budget submitted to City Council  
School Budget submitted to City Council (Per Charter)

March 24, 2008  City Council Workshop – Education Discussion

March 26, 2008 – Wednesday, 7:00 pm  Budget Workshop- City side of budget

March 31, 2008  Combined Budget Presentation to City Council  
Notice of Public Hearing (legal Ad) given to the City Clerk for FY 09 Budget  
Workshop: Budget – City Side of Budget

April 21, 2008  City Council Budget Workshop – final City and School

April 28, 2008  Public Hearing on Budget  
Adoption of fiscal year 2009 budget
ATTACHMENT B

CONDEMNATION ORDER

To the following Owners of Record:

Pursuant to 23 M.R.S.A. Section 3023, the City Council of the City of Saco, having given notice of their intentions to lay out and take certain real property for a Public Way (so-called Fenderson Road) by posting notice for over seven (7) days in two (2) or more public places (City Hall, Dyer Library and in the vicinity of the proposed way at; and having met for this purpose in accordance with the notice, and having determined that a need and public exigency exists which requires the taking of said property, and it being unable to reasonably purchase the parcel due to the number of owners and mortgage holders of record at a reasonable cost, and title being at issue as a result of prior Judicial Action.

Now therefore, the City Council of the City of Saco does hereby take as a Public Way for the City of Saco, and all its inhabitants, the following parcel of land:

Commencing at a point marking the Northerly corner of land n/f of Bouthillette as described in Book 14651, Page 454 of the York County Registry of Deeds, said point also marking the Westerly sideline of Hearn Road and the Southerly sideline of Fenderson Road;

Thence running North 62º 05’ 39” West a distance of 49.90 feet to an iron rod;

Thence running North 61º 49’ 49” West a distance of 53.22 feet to an iron rod;

Thence running North 61º 52’ 45” West a distance of 101.42 feet to an iron rod;

Thence running North 61º 57’ 08” West 218.15 to an iron pin, said pin apparently marking the Westerly corner of Bouthillette and the Easterly corner of land n/f of Gallagher (see Book 5985, Page 25 of said York County Registry);

Thence running North 62º 05’ 39” West a distance of 49.90 feet to an iron rod;

Thence running North 61º 10’ 54” West a distance of 245.78 feet to another point;

Thence running North 69º 58’ 22” West a distance of 41.24 feet to a point;

Thence running North 69º 58’ 22” West a distance of 41.24 feet to a point;

Thence running North 40º 47’ 49” West a distance of 863.85 feet to a point;

Thence running North 39º 37’ 16” West a distance of 561.10 feet along land n/f of Carter (Book 5313, Page 324); and land n/f of F.G. Carter (Book 5090, Page 239) to a point;
Thence running North 51º 54’ 13” West a distance of 23.60 to a point marking the common boundary of land n/f Taschereaux;
Thence running North 42º 21’ 55” East a distance of 16.41 feet to a point;
Thence running North 55º 06’ 20” West a distance of 7.77 feet to another point;
Thence running North 38º 05’ 47” East a distance of 33 feet to a point:
Thence running South 55º 06’ 03” East a distance of 10.33 feet to a point;
Thence running South 73º 49’ 32” East a distance of 35.20 feet to another point;
Thence running North 45º 37’ 59” East a distance of 53.32 feet to a point;
Thence running South 44º 06’ 44” East a distance of 50.26 feet to a point marking the boundary of land n/f of Papagiotopoulos (Book 5238, Page 326);
Thence running along the common boundary of Papagiotopoulos South 35º 13’ 22” West a distance of 68.24 feet to a point;
Thence South 39º 37’ 16” East a distance of 546.21 feet along land n/f of Gallagher (Book 12801, Page 65) and land n/f of Saucier (Book 87481, Page 128) to a point;
Thence continuing southeast along said sideline, along a curve to the left, with a radius of 1975.00 feet, an arc length of 40.53 feet, and a chord of South 40º 12’ 32” East, 40.53 feet to a monument to be set at a point of tangency;
Thence running South 40º 47’ 49” East a distance of 863.85 feet to a point;
Thence continuing southeast along said sideline, along a curve to the left, with a radius of 575.00 feet, an arc length of 292.80 feet, and a chord of South 55º 23’ 05” East, 289.64 feet to a monument to be set at a point of tangency;
Thence running South 69º 56’ 49” East a distance of 47.86 feet to an apparent iron pin;
Thence running South 71º 04’ 03” East a distance of 46.72 feet to a point;
Thence running South 62º 55’ 03” East a distance of 100 feet to another point;
Thence running South 61º 10’ 54” East a distance of 249.9 feet to an iron pin found;
Thence running South 59º 02’ 45” East a distance of 10.48 feet to a crimped iron pin found;
Thence running South 62º 29’ 54” East a distance of 388.75 feet to a point;
Thence running South 65º 54’ 37” East a distance of 75.27 feet to a point marking the Westerly side line of Hearn Road;
Thence running South 37º 50’ 19” West a distance of 58.72 feet to the point of beginning.

And, it determines that the fair and equitable price for said parcel and the fair, reasonable and proper amount of damages attributable to each partial owner of said parcel is as follows:

$ 1.00 to Carmen Caron of 66 Hearn Rd, Saco, ME (Map 092, Lot 011)
$ 1.00 to George and Ruth Chase of 70 Hearn Rd., Saco, ME (Map 092, Lot 012)
$ 1.00 to David A. Chase of 9 Fenderson Rd., Saco, ME (Map 092, Lot 012-01)
$1.00 to Donald J. and Stephanie L. Chase of 11 Fenderson Rd., Saco, ME (Map 092, Lot 012-02)

$1.00 to Douglas P. and Karen S. Waycott of P.O. Box 204, Saco, ME (Map 093, Lot 003)

$1.00 to Harvest Place of 15 Fenderson Rd., Saco, ME (Map 092, Lot 101-02)

$1.00 to Randy W. and Mary G. Sawyer of 19 Fenderson Rd., Saco, ME (Map 092, Lot 010-03)

$1.00 to Thomas W. and Dolores P. Gallagher of 6 Fenderson Rd., Saco, ME (Map 092, Lot 101-05)

$1.00 to Michael J. and Doreen M. Soucier of 23 Fenderson Rd., Saco, ME (Map 092, Lot 010-01)

$1.00 to Chris and Alexa Keenan of 60 Sebago Lake Rd., Gorham, ME (Map 102, Lot 009-01)

$1.00 to John R. Galloway of 33 Fenderson Rd., Saco, ME (Map 102, Lot 009)

$1.00 to Dan and Julie Carter of 26 Fenderson Rd., Saco, ME (Map 092, Lot 009)

$1.00 to Marc L. Roberge of 22 Fenderson Rd., Saco, ME (Map 092, Lot 009-08)

$1.00 to Kyle W. and Cheryl A. Duffy of 20 Fenderson Rd., Saco, ME (Map 092, Lot 009-07)

$1.00 to David Deshaies of 16 Fenderson Rd., Saco, ME (Map 092, Lot 009-06)

$1.00 to Howard Carter of 8 Fenderson Rd., Saco, ME (Map 092, Lot 009-05)

$1.00 to Shawn P. and Lucille M. Smith of 12 Fenderson Rd., Saco, ME (Map 092, Lot 009-04)

$1.00 to Thomas W. and Dolores P. Gallagher of 6 Fenderson Rd., Saco, ME (Map 092, Lot 009-03)

Dated at Saco, Maine this ___ day of ____________, 2008.

___________________________     _______________________
Sandra Bastille       Eric Cote
___________________________     _______________________
Marston Lowell       Margaret Mills
___________________________     _______________________
Ron Morton       Leslie Smith
___________________________     _______________________
Arthur Tardif       Mayor Ron Michaud

ATTEST:

I, Lucette Pellerin, herein certify and attest that the City Council of the City of Saco, at a duly noticed, called and held Council meeting on March 17, 2008 voted by majority to take and condemn the herein referenced land as a Public Way, and to pay the damages specified herein above to the parties noted.

_________________________    ______________________
Lucette Pellerin      Date:
City Clerk
Notice of Intention to Layout and Take a Public Way pursuant to 23 M.R.S.A. Section 3022

To the Inhabitants of the City of Saco:

Pursuant to 23 M.R.S.A. Section 3022, notice is hereby given of the intentions of the City Council of the City of Saco to lay out and take certain lands for purposes of a Public Way, said parcel bounded and described as follows:

Commencing at a point marking the Northerly corner of land n/f of Bouthilette as described in Book 14651, Page 454 of the York County Registry of Deeds, said point also marking the Westerly sideline of Hearn Road and the Southerly sideline of Fenderson Road;

Thence running North 62° 05' 39" West a distance of 49.90 feet to an iron rod;

Thence running North 61° 49' 49" West a distance of 53.22 feet to an iron rod;

Thence running North 61° 52' 45" West a distance of 101.42 feet to an iron rod;

Thence running North 61° 57' 08" West 218.15 to an iron pin, said pin apparently marking the Westerly corner of Bouthilette and the Easterly corner of land n/f of Gallagher (see Book 5985, Page 25 of said York County Registry);

Thence running North 62° 12' 56" West a distance of 42.27 feet to a point;

Thence running North 61° 10' 54" West a distance of 245.78 feet to another point;

Thence continuing northwest along said sideline, along a curve to the left, with a radius of 975.00 feet, an arc length of 149.60 feet, and a chord of North 65° 34' 38" West, 149.45 feet to a monument to be set at a point of tangency;

Thence running North 69° 58' 22" West a distance of 41.24 feet to a point;

Thence continuing northwest along said sideline, along a curve to the right, with a radius of 625.00 feet, an arc length of 318.26 feet, and a chord of North 55° 23' 05" West, 314.83 feet to a monument to be set at a point of tangency;

Thence running North 40° 47' 49" West a distance of 863.85 feet to a point;

Thence continuing northwest along said sideline, along a curve to the right, with a radius of 2025.00 feet, an arc length of 41.56 feet, and a chord of North 40° 12' 32" West, 41.56 feet to a monument to be set at a point of tangency;
Thence running North 39° 37' 16" West a distance of 561.10 feet along land n/f of Carter (Book 5313, Page 324); and land n/f of F.G. Carter (Book 5090, Page 239) to a point;

Thence continuing northwest along said sideline, along a curve to the left, with a radius of 225.00 feet, an arc length of 48.23 feet, and a chord of North 45° 45' 44" West, 48.14 feet to a monument to be set at a point of tangency;

Thence running North 51° 54' 13" West a distance of 23.60 to a point marking the common boundary of land n/f Taschereaux;

Thence running North 42° 21' 55" East a distance of 16.41 feet to a point;

Thence running North 55° 06' 20" West a distance of 7.77 feet to another point;

Thence running North 38° 05' 47" East a distance of 33 feet to a point:

Thence running South 55° 06' 03" East a distance of 10.33 feet to a point;

Thence running South 73° 49' 32" East a distance of 35.20 feet to another point;

Thence running North 45° 37' 59" East a distance of 53.32 feet to a point;

Thence running South 44° 06' 44" East a distance of 50.26 feet to a point marking the boundary of land n/f of Papagiotopoulos (Book 5238, Page 326);

Thence running along the common boundary of Papagiotopoulos South 35° 13' 22" West a distance of 68.24 feet to a point;

Thence South 39° 37' 16" East a distance of 546.21 feet along land n/f of Gallagher (Book 12801, Page 65) and land n/f of Saucier (Book 87481, Page 128) to a point;

Thence continuing southeast along said sideline, along a curve to the left, with a radius of 1975.00 feet, an arc length of 40.53 feet, and a chord of South 40° 12' 32" East, 40.53 feet to a monument to be set at a point of tangency;

Thence running South 40° 47' 49" East a distance of 863.85 feet to a point;

Thence continuing southeast along said sideline, along a curve to the left, with a radius of 575.00 feet, an arc length of 292.80 feet, and a chord of South 55° 23' 05" East, 289.64 feet to a monument to be set at a point of tangency;

Thence running South 69° 56' 49" East a distance of 47.86 feet to an apparent iron pin;

Thence running South 71° 04' 03" East a distance of 46.72 feet to a point;

Thence running South 62° 55' 03" East a distance of 100 feet to another point;
Thence running South 61° 10’ 54” East a distance of 249.9 feet to an iron pin found;

Thence running South 59° 02’ 45” East a distance of 10.48 feet to a crimped iron pin found;

Thence running South 62° 29’ 54” East a distance of 388.75 feet to a point;

Thence running South 65° 54’ 37” East a distance of 75.27 feet to a point marking the Westerly side line of Hearn Road;

Thence running South 37° 50’ 19” West a distance of 58.72 feet to the point of beginning.

And, to meet for this purpose on the 17th day of March, 2008 at Saco City Hall, 300 Main Street, Saco, Maine at 7:00 in the evening. All citizens are invited to be present.

Date: 3-3-2008

Sandra Bastille

Eric Cote

Margaret Mills

Leslie Smith

Mayor Ron Michaud

Lucette Pellerin, attest that the following notice was ordered by the City Council to be posted for at least seven (7) days in at least two (2) public places within Saco and two (2) places within vicinity of the proposed way following a duly held vote, at a duly called meeting, of the City Council of the City of Saco.

Lucette Pellerin

Date: 3-3-2008

Clerk
FACILITIES AGREEMENT

By and Between

City of Saco, a Municipal Corporation

and

Saco School Department, acting through its Superintendent.

October 6, 2003
(Amended April 26, 2004)
(Amended January 1, 2005)
(Amended January 22, 2007)

(Proposed Amendment March 17, 2008)
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INTRODUCTION:

1. The purpose of this Agreement is to memorialize the rights and responsibilities of each party (the "City" and the "School Department") as regards the herein set forth municipal facilities. Each party has unique needs and expectations as concerns these several facilities, and it is intended that setting forth each parties interests will promote better cooperation and more efficient and full use of said facilities, all for the betterment of the community.

2. The City Council and the Board of Education propose that the Facilities Agreement shall be the preferred outcome for addressing both City and Regional School Unit (RSU) rights and responsibilities.

GENERAL CONDITIONS:

1. The City and School Department agree that the Director of Parks and Recreation will be the primary contact for the City except for matters involving infrastructure such as parking lots, sewers and drains, etc. in which case the primary contact shall be the Director of Public Works. The School Department contact shall be the Superintendent of Schools or their designee.

2. For all facilities set forth below, the City shall be fully responsible for the costs of maintaining, plowing, sanding, sweeping, paving, signage, striping of the appropriate parking lots as part of a regularly scheduled city maintenance program and tree selection, planting and maintenance in accordance with Chapter 204 of the Saco City Code. When additional services involving the above are requested by the School Department, determination of priority will be at the discretion of the Director of Public Works encompassing the scheduling of other commitments.

3. For all facilities set forth below, with the exception of shared facilities, the School Department shall be fully responsible for any capital improvements. Prior to any capital improvements on the shared buildings: City Hall Annex and Public Works Facility, both the School Department and the City will meet to discuss any improvements.

4. All school specific special events such as book fairs, concerts, and plays, etcetera held inside buildings or on outside fields which, as a result will require the City program to relocate, will require the School Department to notify the City prior to the event.
5. A protocol for scheduling all school sanctioned “makeup games” will include contacting the Saco Parks and Recreation Department representative for confirmation of site and location.

6. In addition, for all the facilities set forth below, the City shall be fully responsible for the costs of repairing, replacing and maintaining all sewers, drains and laterals for all such facilities up the exterior wall of each applicable building.

7. — For all matters where the School Department has financial responsibility, said School Department shall make best efforts to use and employ City personnel before outsourcing to any private concerns or companies.

8. — For all fields described hereunder, the City shall determine the adequacy and safety of such facilities, and may disallow use anytime it determines a field is not suitable for use. The City will also determine which uses shall be permitted upon each field.

9. — Coordination of Facility Use.

   ▶ A common scheduling program will be used by the Parks and Recreation Department and the School Department to alleviate scheduling conflicts;

   ▶ At the beginning of each program year - by August 1st - all “groups” intending to use any school facility whether it be inside or outside for a program, event, practice or sport will identify themselves by schedule or other means agreed upon by both parties;

   ▶ Group Definition: (1) school or school sponsored, supervised or funded; (2) city parks and recreation department.

   ▶ Others requesting to hold events at a school facility, not sponsored by a school or parks and recreation group as defined, will need to verify that approval from the school department and the parks and recreation department have not scheduled a use for the facility prior to holding the event.

10. — Both parties recognize and agree that the City has a legal obligation to conduct general municipal, state and federal elections, special elections, primary elections and referendums at various times year to year; and that the safe, proper and efficient conduct of such elections requires use of various municipal facilities set forth herein. It is agreed in all circumstances that the conduct of all such elections shall have priority of use at all such facilities as required by the City Clerk, Chief of Police and Municipal Officers from time to time.

11. — The Clerk, in consultation with the City Administrator, Director of Public Works, Chief of Police and School Superintendent/designee, will choose those spaces within such facilities to conduct elections; will set the times within such
areas shall be occupied and used exclusively by the City for the set up and carrying out of elections, and will report to the Superintendent when all such election activities have ceased and such areas made re-available for other use or purpose.

12. The Essential Programs and Services (EPS) formula allocates funding for grounds. Those allocated funds used for grounds will be transferred to the city to reimburse costs for maintaining the grounds.

13. School Resource Officer — The city will provide a School Resource Officer for the RSU for grades K – 8th, if the position is funded by and the RSU will absorb the cost for said resource officer.

14. There remains continued access to school busses for use for community programs.

SACO MIDDLE SCHOOL: 40 Buxton Road

1. — The Agreement regarding facilities at 40 Buxton Road is intended to cover the actual school building, parking lots, walkways, and fields on premises.

2. During winter months the City receives use of the gymnasium and cafeteria from 7:00pm until 9:00pm unless there is prior agreement by both parties. Janitorial maintenance of the building will be performed by custodial staff during normal business hours, or for groups with larger than normal participation. Janitorial maintenance performed outside of normal business hours, custodial staff time may be required and compensated for by the City.

3. — As for the building it shall be used and maintained by the School Department subject to the General Conditions for elections above. The City shall have and enjoy priority of use at all other times that the School Department is not using the building.

4. All school team sports using outside field areas should refrain from scheduling practices on field areas after 5:00pm and must receive permission prior to any scheduling of after hours practices. A weekly emailed listing of all games, including make-up games will be submitted to Saco Parks and Recreation to ensure that field preparation and maintenance occurs. All teams must use assigned fields for scheduled games and practices.

5. — The walkway from Buxton Road to the corner of building closest to Buxton Road, the driveway and the parking lot shall be the responsibility of the City. All other walkways on premises will be the School Department's responsibility.
6. The public fields on the premises shall be managed cooperatively with the following allocation of interests. School department shall enjoy priority of use of all outdoor fields.

7. To assist with scheduling and to avoid conflicting events, game and practice schedules will be provided to the City one month prior to the start of a sport season. Schedule changes and make-ups will be forwarded to the City at the earliest opportunity. The City shall enjoy at all other times of non-school use a priority over all other parties.

8. This facility will be available for use by the City during the summer months for the specific purpose of Summer Day Camp programming. Areas needed by the City for summer programming include the gym, cafeteria and one storage/staff area.

9. Consumption of electricity within the building and exterior security lighting shall be paid by the School Department.

10. Sheltering. This facility will be provided for shelter protection, emergency lodging and feeding for evacuees displaced as a result of emergency conditions or disaster situations.

11. The City will be responsible for completing the site improvements as provided in the November 7, 2006 Bond.

12. The License Agreement in effect and dated August 28, 1997, between the City of Saco and Saco Little League shall be honored (see appendix).

GOV. JOHN FAIRFIELD SCHOOL: 75 Beach Street

1. The School Department shall maintain the school building at the premises, and shall also maintain all facilities within three feet of the building footprint. The remainder of the premises open space is a public park, and shall be maintained by the City. The School Department, however, shares use of the park with the public during school hours.

2. During winter months the City will use the gymnasium and cafeteria from 5:00pm until 9:00pm unless there is prior agreement by both parties. Janitorial maintenance of the building will be performed by custodial staff during normal business hours. Janitorial maintenance performed outside of normal business hours, or for groups with larger than normal participation, custodial staff time may be required and compensated for by the City.
3. The City's afterschool camp and summer day camp requires use of the
   gymnasium/cafeteria, the stage and one area for storage of program equipment
   and staff equipment.

4. Walkways around the building and entryways shall be maintained by the
   School Department. The City shall maintain the driveways and the parking lot.

5. The School Department shall have priority of use to the building with
   the exception of the General Conditions above. Scheduling priority for the building
   and other parts of the premises shall be with the School Department. The City
   shall enjoy at all other times of non-school use a priority over all other parties.

6. The storage building directly across from the Unitarian Church, known as the
   Parks Maintenance Building located on the premises shall remain for the City's
   use.

YOUNG SCHOOL: 36 Tasker Street

1. This Agreement regarding the facilities at 36 Tasker Street is intended to cover
   the actual school building, parking lots, walkways and fields on premises.

2. The school building shall be used and maintained by the School Department
   subject to the General Conditions above. The City shall enjoy at all other times
   of non-school use a priority over all other parties.

3. Walkways and entryways shall be maintained by the School Department,
   except the City will assume responsibility for the walkway from Tasker to
   Franklin Street. The parking lot is the responsibility of the City as noted in the
   General Conditions.

4. Outdoor fields and play areas shall be maintained and managed by the City.
   The School Department may freely use the open space during school hours, but
   the lighted field may only be used pursuant to permission from City.

5. A modular school may be located on this property. The school will be located
   in the 220 feet by 220 feet area known as the practice field. The playground
   equipment, tennis courts and ball field will not be disturbed as a result of the
   location of the modular school at this site. The Practice field will be returned to
   its current condition when the modular school is removed from the site.

C. K. BURNS SCHOOL: 135 Middle Street
1. The Agreement regarding facilities at 135 Middle Street is intended to cover the actual school building, parking lots, walkways and fields on the premises.

2. During winter months the City will use the gymnasium and cafeteria from 5:00 pm until 9:00 pm unless there is prior agreement by both parties. Janitorial maintenance of the building will be performed by custodial staff during normal business hours. Janitorial maintenance performed outside of normal business hours, or for groups with larger than normal participation custodial staff time may be required and compensated for by the City.

3. The City’s after-school camp and summer day camp require the use of the gymnasium, cafeteria, multi-purpose room, the stage and one area for storage of program equipment and staff equipment.

4. The School Department shall use and maintain the building on the premises, and shall enjoy priority of use to such building subject to the General Conditions above. The City shall enjoy at all other times of non-school use a priority over all other parties.

5. The School Department shall maintain the walkways and entryways to the building, except the City shall maintain the sidewalk running along Middle Street and the driveways and parking lots.

6. That portion of open space easterly of the school building is also known as Memorial Field, and by agreement with the U.S. Department of the Interior, must remain available for public use at all times, although the School Department will have priority of use to the baseball diamond subject to scheduling by the Director of Parks and Recreation. The City shall maintain Memorial Field. City will also receive advance notice of any special activities or events requiring use of the field.

7. Any or all agreement(s) with the City relating to Saco Little League or use of the Tennis Courts shall be honored according to the terms of said agreement(s).

8. The School Department shall have priority of use to the remainder of open space lying generally northerly of the building and abutting Summer Street. The City, however, shall maintain this open space.

9. Sheltering. This facility will be provided for shelter protection, emergency lodging and feeding for evacuees displaced as a result of emergency conditions or disaster situations.

CENTRAL ADMINISTRATIVE OFFICE: 90 Beach Street
1. This Agreement regarding the facility at 90 Beach Street is intended to supplement a prior Agreement between the City and School Department dated March 21, 2002 and attached to this document.

2. The parties acknowledge that the premises provide necessary and important parking for those including the School Department, the City and the public, intending to use Memorial Field. After business hours, all spaces will be available for the public.

CITY HALL ANNEX: 11 Cutts Avenue

1. This Agreement regarding the facilities at 11 Cutts Avenue is intended to cover the building (also known as the "City Hall Annex"), the parking lot, walkways and entryways on the site.

2. The City shall be responsible for the parking lot, grounds and all utilities servicing the building. The City shall also pay for all electricity at the premises.

3. School Department Information Technology will be relocated by July 1, 2008.

SACO ADULT LEARNING CENTER: 52 School Street

4. The School will vacate this building within 24 months of the date of this amendment (01/22/2007). Programs formerly offered at the Open Door, Saco Adult Learning Center, will be relocated to 80 Common Street.

5. This Agreement is intended to cover the parking lot, entryways and fields around the facilities at 52 School Street, also known as the Saco Adult Learning Center.

6. This facility shall be for the use of the School Department for Saco/Old Orchard Beach Adult Education program.

7. The School Department shall have priority of use to these facilities. The operation, maintenance and upkeep of the building, shall be the responsibility of the School Department. The School Department shall also be responsible for maintenance of the walkways and entryways servicing the building.

8. For those times when the School Department is not using the building, the City may make use of the facilities but the City shall secure prior approval of the School Department.
SACO COMMUNITY CENTER: 75 Franklin Street

1. This Agreement is intended to cover the building, parking lots and entryways around the facilities at 75 Franklin Street, also known as the “Saco Community Center”.

2. The City will have priority of use and occupancy for the building and shall maintain it for all times. The City shall also maintain the parking lots and entryways, and shall pay all electrical costs for the building.

3. The School Department may, upon advance request and City permission, use the facilities but such use will only be allowed at times when it will not conflict with City needs and programs. All requests must be in writing.

80 COMMON STREET

1. This agreement is intended to cover the building, parking lots and entryways around the facilities at 80 Common Street.

2. The City will have priority use and occupancy for the building and shall maintain it for all times. The City shall also maintain the parking lots and entryways, and shall pay all electrical costs for the building.

---The School Department may, upon advance request and City permission, use the facilities provided there is not a scheduling conflict with a City program.

HIGH SCHOOL TRANSITION PROGRAM: 80 A COMMON STREET

1. This Agreement is intended to cover the building located at 80-A Common Street, which facilities are known as the “Transition Program”.

2. The School Department shall have priority of use to these facilities. The maintenance and upkeep of the building, and all electrical usage, shall be the responsibility of the School Department.

3. For those times when the School Department is not using the building, the City may make use of the facilities but the City shall secure prior approval of the School Department.

4. The School Department shall also be responsible for maintenance of the stairs and ramps while the City shall maintain the walkway from School Street to Common Street.

5. As parking is shared between the uses at 80-a Common Street and 80 Common Street, and accessed via a common drive, the City shall maintain, plow and sand the parking lot for the building. Ten (10) parking spaces shall be dedicated for School Department use.
PUBLIC WORKS FACILITY: 351 North Street

1. All upkeep and utilities associated with the School-owned modular office building is the responsibility of the School (including school owned dumpster costs). Utility boxes for bus plug-ins are the School's responsibility, including the cost of electricity.

2. The City will be responsible for the yard and grounds.

3. Maintenance of School Busses by Public Works: The School Department will reimburse the City for the cost of labor, parts and overhead for the maintenance of school busses.

Storage of School Busses at Public Works: Busses used to transport students to and from school located in the Town of Old Orchard Beach will not be stored at the Public Works facility in Saco.

CITY HALL AUDITORIUM: 300 Main Street

1. The use of City Hall Auditorium is encouraged for all Board of Education meetings to encourage cable casting of meetings. There will be no charge for the use of the facility or service.

Dated at Saco, Maine this _______ day of ________, 2008.

By:

Michael Lafontaine
Superintendent of Schools

Richard R. Michaud
City Administrator
Appendix

LICENSE AGREEMENT

AGREEMENT made as of the day of August, 1997, between the City of Saco (hereinafter called "Licensor"), and Saco Little League Softball (hereinafter called "Licensee"), duly authorized by and through Charters of Management and Saco Little League.

WITNESSETH:

WHEREAS, Licensor is a municipality which holds title interest to land located at the Saco Middle School, which is presently used as multipurpose athletic fields;

WHEREAS, Licensee desires to construct, at its own expense, a permanent facility at said location that would include permanent fencing, backstops, dugouts, storage area, clubhouse and concession stand;

WHEREAS, Licensors desires to make certain improvements to said fields in order to accommodate the growing need for such activities, such as, Little League Softball;

WHEREAS, Licensee wishes to provide financial assistance through private solicitation and fundraising activities in order to construct such a facility that will allow all recreation and school programs to maximize the fields use.

NOW, THEREFORE, Licensors and Licensee agree as follows:

1. (a) Licensors hereby grants and Licensee hereby accepts a license to construct, maintain, and operate a permanent facility which would include permanent fencing, backstops, dugouts, storage area, clubhouse and concession stand located at the Saco Middle School multipurpose field at a location more particularly described as Exhibit A hereto attached (hereinafter called the "Facility").

(b) Licensee agrees that all funds incident to the development of the facility (except the field) will be provided through private solicitation and fundraising activities of the Licensee. It is understood that the facility and all improvements remain the property of the Licensors, except for equipment contained in said Facility.

(c) Licensee, at all times, will maintain the Facility, including fixtures and equipment, in excellent condition and at the expiration or earlier termination of this License Agreement shall return Licensee’s property to Licensors in the same condition as when it was constructed (reasonable wear and tear excepted) and may remove only such of its fixtures and equipment as Licensee permits to be removed (with the exception of equipment - see 1(b)) and shall repair any damage to the Facility caused by such removal.
(d) Licensee is authorized to operate exclusively the concession stand. Licensor shall grant a permit on a year to year basis, so long as all required ordinances, laws and regulations are complied with. Licensee shall be responsible for the maintenance and repairs of the concession stand and the Facility.

2. **Term:** (a) This License Agreement shall be for an initial term of five (5) years with four (4) renewal terms of five (5) years each.

(b) If at the end of the initial five (5) year term this License Agreement has not been terminated by Licensee by giving to Licensor written notice of and intentions to terminate at least two (2) months prior to the end of such term, this License Agreement shall continue in force upon the same covenants, terms and conditions of the consecutive five (5) years.

(c) Notwithstanding part (b) above, if after the initial 5 year term licensee fails to comply with, meet honor or fulfill any of the terms of this license, or the Side Agreement referenced in Section 8 below, such failure shall constitute a breach of the license. Licensor shall give Licensee notice of the breach and reasonable opportunity to cure.

(d) Failure of Licensee to cure after notice shall constitute the complete legal, binding termination of this agreement, and all benefits thereunder, without further action on Licensor’s part.

3. **Conduct of Licensee Relating to the Facility:**

(a) Licensee warrants that upon executing this License Agreement, it agrees to comply with all applicable laws, ordinances and regulations during the entire term of this License Agreement, and shall, at its own expense, procure and maintain in effect all licenses and/or permits that are required thereby for the conduct of its business.

(b) Licensee shall, at its own expense, keep the facility and appurtenances in a clean, sightly and healthful condition. If Licensee shall fail to perform its obligations hereunder, Licensor may enter the facility (without such entry constituting a termination of the Agreement) and may restore the same to their proper condition, and assess the costs of said repair to Licensee. Failure to pay any proper assessment will constitute a breach of this agreement by Licensee.

4. **Insurance Requirements:**

(a) Licensee shall, at its own expense, procure and maintain throughout the term of this License Agreement, and any extensions, general public liability insurance in connection with the operations of Licensee, which shall name Licensor as an additional insured.
5. All property of Licensee in, or about, the facility shall be entirely at the risk of Licensee.

6. This License Agreement may not be assigned or transferred by the Licensee without the written consent of the Licensor.

7. Use of the field:

(a) Licensee shall be given preferential use of the facility during the season (May to July) however all scheduling decisions will be made by and be the prerogative of the Director of Parks and Recreation.

8. Licensee shall develop, in conjunction with the Director of Parks & Recreation, a revenue sharing plan for the concession stand in order to financially assist community recreation and athletic programs, pursuant to the Side Agreement (Exhibit B) and annual review by Licensor.

9. Licensee shall have permission to install utilities and services which include, but is not limited to, electrical services, water service, telecommunications service and sewer. Licensee shall pay for its own utilities and services.

10. Licensee shall have permission to install temporary signs for the purpose of raising sponsorship funds, said signs shall be in place during the following times (May to October) otherwise to be taken down for safe keeping.

11. Licensee shall be permitted to install temporary Little League fencing in areas affecting the all purpose field.

12. Licensor will assist Licensee in developing the field that will meet standards for safety. Licensor reserves the right to cooperate in additional improvements needed for tournament play, but is under no obligation to do so.

13. Licensor, by and through the Parks & Recreation Department, shall maintain the playing field of the Facility.

14. This License Agreement is subject and subordinate to the terms and provisions of any financing instruments or bonding obligations of the Licensor provided, however, that Licensee's rights to use the Facility are not terminated or impaired.

15. All notices to either party hereunder shall be properly given if mailed certified, return receipt requested or hand delivered to the other party at Sea City Hall or to such other address as it shall designate by notice (given as aforesaid) to the other party.
16. This Agreement sets forth the entire license between the parties, may be modified or amended only by written instrument executed by each party, and shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written above.

ATTEST:

CITY OF SACO

BY: [Signature]
TITLE: City Administrator

SACO LITTLE LEAGUE SOFTBALL

BY: [Signature]
TITLE: [Title]

[Handwritten note: signature]
ADDENDUM B

As part of the License, the parties also herein agree to the following addendum to be known as the "shack agreement":

1. The Licensee has permission to construct and operate on the premises a concession stand or so-called "shack" for the sale of items during sporting events.

2. The physical structure itself becomes and will remain the property of Licensor.

3. The revenue generated by the sales of goods at the shack shall be used as follows:
   A. 80% of net revenue/proceeds may be used by Licensee as it sees fit, except said funds may not be taken as salary, wages, compensation, etc. by Licensee or its officers, agents, members or employees.
   B. 20% of net revenue/proceeds shall be placed in trust for the promotion of athletic programs throughout the City of Saco, and these funds shall be spent only after consultation with and approval of the Director of Parks & Recreation.

4. The Licensor, through the Director of Parks and Recreation, shall each year submit a list of priorities or priority needs to the Licensee, said priorities ranked #1 and then onwards. Licensee shall use each year, unless otherwise directed by Licensor, all of the funds in the trust account to buy or pay for the priorities set out by the Licensor. Priority #1 will be met and/or paid for in full before #2, #3, etc. is considered.

5. Licensee will have not contest, dispute, challenge or ignore in any way the priority list established by the Director of Parks and Recreation, said list being within the total control and discretion of the Director of Parks and Recreation.

6. Licensee shall present evidence of its compliance with the above obligations each year.