

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

The following are minutes of the January 4, 2010 City Council Meeting.

- I. CALL TO ORDER** – On Monday, January 04, 2010, at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.
- II. ROLL CALL OF MEMBERS**
- III. PLEDGE OF ALLEGIANCE**
- IV. GENERAL:**
- V. APPROVAL OF MINUTES:**
- VI. AGENDA ITEMS:**

A. Election of the Deputy Mayor

Article II, Section 2.05 – Election and Term, Subsection C of the Charter states:

“The City Council shall elect from its membership a Deputy Mayor who shall exercise all powers of the Mayor during temporary absence or disability of the Mayor. In the event of a vacancy in the office of Mayor, the Deputy Mayor shall assume the office of Mayor with all the duties and obligations of that office in accordance with the provisions of Section 2.06(c)(1).”

MAIN MOTION: Councilor Mills moved, Councilor Christenbury seconded, that it Be Ordered that the City Council move to elect Councilor Marston Lovell as Deputy Mayor of the City of Saco for the term of two years commencing January 4, 2010. Further move to approve the Order. The motion passed with four (4) yeas and two (2) nays. Councilors Smith and Tardif voted in the negative.

AMENDMENT ONE: Councilor Smith moved, Councilor Tardif seconded to nominate Councilor Eric Cote as Deputy Mayor. No vote was taken since Councilor Cote declined the nomination.

AMENDMENT TWO: Councilor Tardif moved to nominate Councilor Smith as Deputy Mayor. The motion failed due to a lack of second.

B. Amend the Chamber Lease

The lease agreement between the City of Saco and the Biddeford Saco Chamber of Commerce was approved by Council and executed by the City Administrator on November 21, 2007. Amendments to the lease are being proposed at this time. In summary, these amendments include:

- Staffing of the station by the chamber will be week days from 5:30 am to 5:00 pm (including holidays and weekends);
- Chamber may add up to 3 vending machines in the lobby and keep the revenue;
- Use of the conference room without charge to the City of Saco and Saco Spirit;

- Security deposit clause is stricken;
- Maintenance expenses: chamber shall be responsible for cleaning expenses and routine maintenance costs – city shall provide supplies for the restroom and green cleaning supplies for the lobby and restroom. City will provide 2 panic buttons to alert the police department of any problems at the station.
- Chamber will pay a flat fee for electricity per month – to be reviewed after 6 months;
- Chamber is assigned a 5th parking space;
- Housekeeping language in the Maintenance, Repairs, Alterations and Improvements section which includes the Chamber shoveling and salting/sanding to a reasonable degree the three exposed entry ways to the Center, while the City agrees to provide the salt/sand;
- Housekeeping to the Insurance and Indemnification clause (§14);
- Housekeeping to Remedies Upon Default clause (§18) and Interior Signage (§27).

Both parties are in agreement on most of the amendments to the Lease; there are however 2 open issues to address: First, keeping the doorways to the Center free from snow and sanded during icy weather. Second, coverage is needed at the Center from 5:00 pm to 9:00 pm daily.

Councilor cote moved, Councilor Lovell seconded that it Be Ordered that the City Council approve the amendments to the **November 21, 2007 Commercial Lease by and between the City of Saco and the Biddeford Saco Chamber of Commerce.** Further move to approve the Order. The motion passed with six (6) yeas and one (1) nay. Councilor Smith voted in the negative.

(Please note that ~~strikethrough~~ indicates deletion while underline represents new language).

COMMERCIAL LEASE
November 21, 2007
Amendment January 4, 2010

THIS LEASE AGREEMENT, entered into this ____ day of _____, 2009, by and between the City of Saco, a municipal corporation, having a principal place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and the Biddeford – Saco Chamber of Commerce & Industry having a principal place of business in Suite 1202, 110 Main Street, Saco, Maine (hereinafter referred to as “Tenant” or “The Chamber”).

WITNESSETH:

1. Premises. The City shall build an office building on certain premises located at and adjacent to the existing Amtrak Train platform for the purpose of siting a multi-purpose transportation and visitor center and (“The Transportation Center”), and for providing additional high quality professional and retail space. ~~See Tab 1, Exterior Grades / Profile.~~ A portion of said premises shall be leased to the Chamber as herein set forth.

- A. A description and floor plan of the leased premises is affixed hereto as Tab 1 2. The Chamber acknowledges it has seen and assents to the attached floor plan as its proposed leased space.
- B. The remainder of the first floor space shall be reserved for an Amtrak Ticketing, ticketing for other local and/or regional transportation systems, a public waiting area, and other public and/or retail facilities, including on-site ATM/Banking, and other associated services.

2. **TERM.** The Chamber shall have and hold the Premises, unless sooner terminated, for a term of five (5) years commencing on the Term Commencement Date. The term shall commence only upon the issuance of a certificate of occupancy for the premises by the City Building Inspector, and not before. The City shall provide the Chamber not less than 90 days notice of the anticipated date of issuance of the certificate of occupancy. The City shall have an additional 60 days beyond the commencement date to deliver the premises without being in breach hereunder.

3. **RENT.** The annual rent is \$6,000.00, per year, divided into twelve equal monthly payments. Said rent shall be payable on the first day of each month, with the first month prorated if not commenced on the first day of the month. Payments made more than fourteen (14) days after the due date are subject to a \$100.00 late fee, and interest accruing at twelve (12) percent interest. The rent shall be subject to a yearly CPI Adjustment (all urban consumers, Northeast Region, 1984 equals 100) commencing at the end of the third year. Each year thereafter, the rent shall be adjusted by the increase in CPI, but in no event to exceed 7% in any one year.

4. **STAFFING OF STATION.** The Chamber agrees it will staff the Transportation Center upon the following schedule:

- Week Days 5:30 AM to ~~6:00 PM~~ 5 PM
- Saturday/Sundays ~~6:45 AM to 6:00 PM~~ 5:30 AM to 5 PM
- Holidays 5:30 AM to ~~6:00 PM~~ 5 PM
- No Staff Thanksgiving Day and Christmas Day

- A. Chamber staff shall act as “Ambassadors” for Saco for the time periods set forth above, and their responsibilities shall include assisting the public with all inquiries, assisting with ticketing when requested or necessary, as well as stocking and maintenance of all informational booths/kiosks.
- B. As part of its management and oversight of the Transportation Center, the Chamber may generate revenue from the limited advertising permitted herein subject to the limitations set forth below. (See Section 4D).
- C. The Chamber may also arrange for the installation of ATM machines and vending machines on premises and may generate revenue therefrom subject to the limitations/conditions set forth below. (See Section 4D)

- D. The term of any agreement to authorize, permit and/or provide advertising space, ATM facilities and vending facilities may not under any circumstances extend beyond the term of this agreement. Further, as part of any such agreement for ATM machines and/or vending machines, the contracting party must specifically indemnify and hold the City harmless from any and all claims, demands, suits, causes of action related to its use and occupancy of the premises; and, each contracting party must provide proof of adequate liability insurance, which coverage shall name the City as an additional insured. The Chamber may provide up to 3 vending machines in the Transportation Lobby and benefit from any revenues that they generate.
- E. The Chamber may use the conference room at the Center as it deems necessary and prudent, and it shall enjoy priority of use. It may also permit private parties, individuals, groups and other entities to use the Conference Room for meeting purposes, for a fee, provided the following conditions shall govern such use and occupancy:
1. All other parties, groups, etc shall have equal opportunity and access to use said Conference Room, including the same rental rate;
 2. Any funds derived shall be available for the use of the Chamber.

F. The City of Saco and Saco Spirit shall be permitted to use the Chamber conference room without charge. The City of Saco includes meetings for the Planning Board, Public Works, regional meetings in which the City participates, and other meetings scheduled by the Administrative Assistant of the Planning Department or the Executive Assistant to the City Administrator. Meetings by the Chamber, the City, and Saco Spirit shall be scheduled on a first come first serve basis. The City of Saco and Saco Spirit agree to leave the conference room in a clean manner and ready for the next party following their use of the room.

5. RENEWAL OPTION. The Chamber shall enjoy the option of one (1) five (5) year renewal with the rate to be the last rate in effect at the expiration of this lease adjusted annually by the same CPI as set forth in Section 3 above. Notice of the option to renew must be given in writing by the Chamber not less than 180 days before the expiration of this lease, or said option shall be waived.

6. ~~SECURITY DEPOSIT. The Chamber will pay over to City four (4) months rent as a security deposit for the faithful performance of all obligations hereunder. It shall be maintained in a separate escrow, but with all interest inuring to benefit of the City.~~

RESERVED

7. ~~COMMON AREA AND OTHER MAINTENANCE EXPENSES: Those expenses necessary to clean and maintain the interior common areas/spaces shall be the responsibility of the Chamber. The Chamber shall also be responsible for specific costs related to its own space including cleaning, routine maintenance, light bulbs, worn or damaged carpet, etc. The exterior~~

~~of premises, including the roof, walls, windows and grounds shall be borne by the City, except the Chamber shall be responsible for shoveling, salting, sanding those walkways servicing the premises.~~

The Chamber, in its own premises, shall be responsible for cleaning expenses and routine maintenance such as the changing of lightbulbs associated with its own leased premises within the Transportation Center.

The City shall provide supplies for the public restrooms and common areas at the Transportation Center including but not limited to toilet paper, paper towels and hand soap. The City shall also supply, and/or incur the expenses for all cleaning supplies for the transportation lobby and public restrooms. The use of “green” cleaning products is required.

The City shall provide the Chamber two portable panic buttons that chamber staff and persons staffing the station can use to alert the Saco PD of an emergency at the station. The City will replace the panic buttons if lost or stolen.

8. UTILITIES. ~~The Chamber is responsible for the cost of all electricity, telephone, cable and internet services it uses, and a separate meter shall be provided to track its electrical usage. It shall also be responsible for the payment of any deposits or similar charges required to be paid in connection with supply of these services. City shall be responsible for all heating, all water and for electricity for that portion of the premises not occupied by the Chamber, and for any exterior lighting.~~

The Chamber agrees to pay a flat \$260 for electricity per month which is based on the Chamber’s average CMP bill prior to moving to the Transportation Center. After the first six months of residence at the Transportation Center, the Chamber agrees to meet with the City and review this arrangement to determine if this is a system of fairly apportioning the costs for electricity expense.

At all times, the City shall remain responsible for all heating, all water and for the electricity for that portion of the premises not specifically leased by the Chamber, as well as for any exterior lighting.

9. TRASH AND RECYCLING. The Chamber shall participate in the City’s recycling and waste reduction programs, as they are amended from time to time. The City shall provide the Chamber, at no cost, recycling carts for the handling and disposal of all its materials, waste and recyclables. The City shall collect and dispose of the Chamber’s waste and recycling materials for so long as the Chamber participates in the City’s recycling program, but if they cease participation, then Chamber shall be responsible for and shall pay the costs of its waste disposal.

10. PARKING. The City shall maintain all parking spaces associated with premises. The Chamber shall be assigned five (5) four (4) reserved, designated spaces at locations designated by the City, except one (1) shall be adjacent to the Transportation Center. All other parking shall be public, on a first come, first serve basis. There shall be no overnight parking permitted without advance written permission of the City.

11. PERMITTED USES.

- (a) The Chamber shall use the premises as its office space. It may not use the premises for any other purposes without the prior written consent of the City. No trade or occupation shall be conducted in the premises which will be unlawful, improper, noisy or offensive, or contrary to any state of federal law, regulation, or any municipal by-law or ordinance.
- (b) It shall be Tenant's responsibility to assure that any use conducted within the premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes ("City Codes"). The failure of the Chamber to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.
- (c) In no event or circumstance shall the Chamber bring onto the premises, or store within it any toxic, explosive, special or hazardous materials or waste, nor in any manner or form violate Maine's Hazardous Waste Acts (38 MRSA, Sections 1301, et. seq. and 1351 et. seq.); and the following Federal Acts: Comprehensive Environmental Response, Compensation and Liability Act of 1990 ("CERCLA") as Amended; and 42 U.S.C. 6921, et seq. ("Solid Waste Disposal Act"), as Amended.

12. QUIET ENJOYMENT. The Chamber shall peacefully and quietly enjoy the leased property for the intended purposes without disturbance of the City. A reciprocal duty is owed by the Chamber to all others. It shall be a breach of this Lease for Tenant or any employee, agent or guest of the Chamber to cause disturbance, or to threaten, intimidate or interfere with any other tenants or guests at the premises, or the City.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

- ~~(a) The Chamber shall keep the entire interior of the Premises in a neat, clean and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear excepted, including but not limited to that space constituting the waiting and ticketing area, the public restrooms, etc. The City shall maintain and repair the exterior of the premises including but not limited to the roof, exterior walls, windows, grounds and parking spaces except the Chamber shall shovel, salt and sand walkways adjacent to the premises. Damage caused by the Chamber shall be the responsibility of the Chamber, including any to the exterior features.~~
- ~~(b) The Chamber shall make no alterations in, or additions or improvements to the Premises, without first obtaining in writing the City's written consent, to such alterations or improvements.~~
- ~~(c) Any alterations or additions authorized by the City shall be performed with care, in a workmanlike manner, and shall be at Chamber's cost unless otherwise agreed in writing.~~

- (a) The Chamber agrees to keep the entire interior of the Transportation Center in a reasonably neat, clean and sanitary condition including the waiting and ticketing area and the public restrooms. The Chamber will wash all interior and exterior windows on at least a weekly basis. The Chamber agrees to keep its own leased space in a reasonably neat, clean and sanitary condition. Damage caused by the Chamber shall be the responsibility of the Chamber, including any to the exterior features.
- (b) The City of Saco agrees to undertake maintenance and repair responsibilities for the interior and exterior of the Transportation Center, including but not limited to the common areas, public restrooms, and the interior/exterior walls, grounds, sidewalks and parking spaces, subject only to the following exceptions: (1) the Chamber's reasonable cleaning responsibilities outlined in section 13 (a) above, and (2) the Chamber's agreement to shovel and salt/sand to a reasonable degree the three exposed entry ways to the Transportation Center during its required staffing hours outlined in Section 4. The City agrees to provide all salt/sand to be used during these (and all other) times.
- (c) The Chamber shall make no alterations in, or additions or improvements to the Premises, without first obtaining the City's written consent, to such alterations and improvements.
- (d) Any alterations or additions authorized by the City shall be performed with reasonable care, and in a workmanlike manner, and shall be at Chamber's cost unless otherwise agreed in writing.

14. INSURANCE AND INDEMNIFICATION.

- (a) The Chamber agrees to indemnify the City and hold it harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorney's and other professional fees, in connection with any loss of life, personal injury and/or damage to property arising from or related in any way to the staffing, use or occupancy by the Chamber of the premises, or any part or portion thereof including the restrooms, ticketing and waiting area, except it shall not indemnify or hold the City harmless from or for any accidents, injury or death which occur at or on the exterior of the premises, unless said accident, injury or death is caused by or related to acts or omissions of the Chamber.
- (b) At all times after the execution of this Lease, the Chamber will take out and keep in force, at its expense, premises liability insurance which provides a minimum of \$1,000,000.00 for single claims and not less than an aggregate of \$2,000,000.00 of liability coverage per year with respect to personal injury and death. Said insurance shall provide for coverage of all third parties, who might be harmed or injured, or suffer property damage, as a result of any negligent act of the Chamber. Proof of such coverage shall be due at the execution of this Lease, and

upon each yearly anniversary thereafter if said Lease is extended or renewed. The policy shall also name the City as an additional insured.

- (c) With respect to property damage claims such as fire loss, but not as to liability or indemnity claims described above, each Party hereto, hereby waives any and every claim which arises, or may arise, in it's favor and against the other party hereto or anyone claiming through or under them by way of subrogation or otherwise, during the term of this lease and all loss of or damage to any of it's property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible.) provided such loss or damage is covered by valid and collectible fire and extended coverage or other forms of property insurance coverage, and to the extent that such loss or damage is recovered under said insurance policies.

(a) The City agrees to indemnify the Chamber, and to hold the Chamber harmless from and against, any and all claims, actions, damages, liability and/or expenses, including reasonable attorney's and other professional fees, which arise or may arise in connection with any loss of life, personal injury or damage to property occurring anywhere inside or outside of the Transportation Center, subject only to the following exceptions:

(1) The Chamber agrees to indemnify the City, and to hold the City harmless from and against, any and all claims, actions, damages, liability and expenses, including reasonable attorney's and other professional fees, that arise in connection with any loss of life, personal injury or damage to personal property occurring inside of the Chamber's leased premises, with the exclusive exception of where such claims, actions, damages, liability and expenses are due to the intentional tortuous conduct of the City such that the City shall bear and maintain sole responsibility; and

(2) The Chamber agrees to indemnify the City and to hold the City harmless from and against any and all claims, actions, damages, liability and expenses, including reasonable attorney's and other professional fees, that arise in connection with any loss of life, personal injury or damage to property occurring inside or outside of the Transportation Center that are solely caused by the Chamber's intentional tortuous conduct.

- (b) The Chamber and the City are each to maintain, at their own expense and for the duration of this Lease, sufficient premises and liability insurance to cover their respective liability and indemnification obligations under this Lease. Such insurance shall provide a minimum of \$1,000,000.00 for single claims and not less than an aggregate of \$2,000,000.00 of coverage per year. Proof of such coverage shall be due at the execution of this Lease and upon each yearly anniversary thereafter.

15. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Premises shall be damaged by fire or other casualty so as to render the same untenable in whole or in part for a period of time lasting longer than 7 days, a just abatement of rent shall be made until the same shall be repaired by the City, and made ready for re-occupancy by the Chamber. The City shall notice the Chamber within 30 days of the incident of its decision to either repair/replace the

premise improvements, or, to not repair and to terminate the Lease. If the City opts to replace or repair the premise improvements, it shall commence such repairs in good faith, and not later than 60 days after delivery of notice, absent special circumstances or reasonable cause. In such case, it shall consult with the Chamber periodically to update them as to the status/progress of any and all repairs.

16. ASSIGNMENT AND SUBLETTING. The Chamber shall not assign or encumber this Lease, nor sublet or permit the leased Premises or any part thereof to be used by others. Notwithstanding the preceding, the Chamber may permit affiliated entities to share space with and upon consent of the City.

17. DEFAULT.

- (a) The following events shall be deemed to be events of default by the Chamber under this Lease:
 - (i) Tenant shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days, or
 - (ii) Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within twenty (20) days after written notice specifying the nature of such default; or
 - (iii) Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or
 - (iv) Tenant shall become insolvent, admit in writing its inability to pay its rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.
- (b) The City shall in no event be in default in the performance of any of its obligations hereunder unless and until it shall have failed to perform such obligations within twenty (20) days after written notice by the Chamber reasonably specifying the default alleged, and specifying wherein the city has failed to correct or abate said default.

18. REMEDIES UPON DEFAULT. In the event of a default, the City shall have all remedies under law and equity, as well as those remedies herein set forth below:

- ~~(a) — Landlord may reenter the demised premises immediately and remove the property of Tenant, store the property in a public warehouse or at a place selected by Landlord, at the expense of Tenant.~~
- ~~(b) — Landlord may terminate this lease agreement. Landlord may file suit to recover from Tenant all damages resulting from the breach, including, but not limited to, the cost of recovering the demised premises, the balance of the rent payments remaining due and unpaid under this lease agreement, and any and all attorneys' fees incurred to enforce its terms and conditions.~~
- ~~(c) — Landlord may relet the demised premises or any part of the demised premises for any term at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the demised premises.~~
- ~~(d) — In addition to Tenant's liability to Landlord for breach of this lease agreement, Tenant shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Landlord under the new lease agreement and the rent installments that were due for the same period under this lease agreement.~~
- ~~(e) — In the event Landlord fails to remedy its default within the time permitted, Tenant may invoke any and all remedies provided for under law and equity.~~

REMEDIES UPON DEFAULT: In the event of a default, the City and the Chamber shall each have all remedies available to them under law and equity, provided that either party has given the other at least twenty (20) days written notice and an opportunity to cure the default alleged within the 20 day notice time frame. The written notice shall specify with reasonable particularity the nature of the default alleged, and the requested abatement/cure. EXCEPTION: Where the law provides that no notice is required to notify of a default or to correct the same, the law shall govern over this contract provision.

19. ACCESS. The City and its Administrator, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the City elects to undertake, or such other purposes as it deems necessary, provided that city provides the Chamber with 24-hour advance notice, except for emergencies, in which case the City may enter as deemed necessary.

20. NOTICES. Any notice or communication relating to this Lease shall be deemed duly given if in writing and either hand delivered or sent by certified mail, postage addressed as follows:

To Tenant: Biddeford – Saco Chamber of Commerce & Industry
Suite 1202
110 Main Street
Saco, Maine 04072

To Landlord: City of Saco

c/o City Administrator
300 Main Street
Saco, Maine 04072

21. PARTIAL PAYMENT/NO WAIVER OF RIGHTS. The acceptance of a check or cash by the City for a lesser amount than the full rent with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect. The City may accept such funds without prejudice to any other rights or remedies which it may have against the Chamber.
22. RECORDING. The Parties agree that this Lease or a memorandum thereof may be recorded.
23. SURRENDER. The Chamber shall at the expiration of this Lease remove all of the goods and effects from the premises within seven (7) days. The Chamber shall deliver to the City all keys, locks thereto; and other fixtures which City does not request the Chamber to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty excepted.
24. SUBORDINATION. The Chamber agrees this Lease and its Tenancy shall be subordinate to any Mortgage or Deed of Trust now on the property, and/or at any time in the future. The Chamber agrees to execute, at request of any lender, such documents as may be reasonably necessary to effectuate the subordination of this Lease Agreement.
25. EXTERIOR SIGNAGE. The City will establish a "Pylon" sign near the Main Street entrance. The Chamber shall enjoy a listing on said pylon. The Chamber may also install one fixed, exterior sign (sized as permitted under zoning code) immediately adjacent to the premises and within its curtilage, said signage to be of wood, or similar quality of material.
26. INTERIOR SIGNAGE / CHAMBER. The Chamber may install one interior sign within the premises immediately adjacent to its entry.
27. INTERIOR SIGNAGE / GENERAL. ~~The Chamber, as part of the staffing services provided at the Transportation Center, may install in limited locations designated by the City certain signage, advertising and/or banners related to the following: travel, tourism, hotels and Maine Parks and attractions.~~
The Chamber, as part of the staffing services provided at the Transportation Center, may install a flat panel monitor near the water fountains in order to present tasteful advertising for community businesses, including but not limited to travel, tourism, hotel and attractions, and community announcements. Audio for this advertising will consist only of soft background music.
28. NO SMOKING POLICY. The Chamber, employees, agents and guests are prohibited from smoking in any part of the premises including all cartilage and walkways.

29. GOVERNING LAW. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

30. RE-OPENER. The terms of this lease, and any renewal, thereof, are subject to re-negotiation upon 120 days notice under the following circumstances.

- A. If Amtrak passenger service is reduced or eliminated; or
- B. Other material changes in circumstances which necessitate or result in a reduction in staffing obligations by the Chamber.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on and as of the date first set forth above.

CITY OF SACO:

BIDDEFORD-SACO CHAMBER OF
COMMERCE & INDUSTRY:

Rick Michaud
City Administrator

Signature

C. Amendments to the Council Procedures Manual

The City of Saco adopted the **Procedures Manual for Council Members** on December 16, 2002. The purpose of this Manual is to assist the City Council by documenting accepted practices and clarifying expectations. Through agreement of the City Council and staff to be bound by these practices, administration of City Council affairs is greatly enhanced. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide Council members in their actions governing the City of Saco. This procedures Manual will aid Council in taking bold/responsible action, when necessary, to keep Saco on the growing edge of well run, well managed, innovative cities.

There are three amendments being presented to Council for approval, they can be found in the document as follows:

1st – Chapter 3 (E) Deputy Mayor – Page 6

2nd - additions and clarifications to the Boards and Commissions Chapter 6 (J) – page 14 (pg. 57-73)

3rd - Chapter 8 General Procedures (18) Action Minutes – page 33

Councilor Cote moved, Councilor Lovell seconded that it Be Ordered that the City Council approve the Procedures Manual for Council Members as amended and described in the document

entitled “Amendments to Procedures Manual for Council Members – Dated December 14, 2009”. The motion passed with six (6) yeas and one (1) nay. Councilor Tardif voted in the negative.

D. Consolidation of Polling Places

On June 1, 2009 the City Council approved consolidation of polling places for 2009. Based on the following considerations:

- Elimination of confusion as to where the voters’ polling places are located.
- Reduction of overtime for Public Works employees since they would have access to the building at the beginning of their work day.
- Eliminate the disruption of school activities at three (3) polling places.
- The gymnasium at the Community Center is a secured area in the building eliminating the possibility of vandalism the night prior to any election.
- Ease of distribution of ballots and supplies to the Wardens.
- Access to a telephone at the polling place.
- Testing of the AVS System on one day instead of five days.
- Elimination of State phone lines at three of the schools.
- A well lit parking lot with ample parking for the voters.
- Child safety, at the schools, would no longer be a concern.
- Ability to deliver all absentee ballots to Wardens at 8:00 p.m.

The November 3rd election was held at 75 Franklin St. While the polling place worked quite well, there were issues relating to traffic safety. Traffic Safety Committee is scheduled to meet in December and prepare a plan for future elections.

Councilor Mills moved, Councilor Lovell seconded that it Be Ordered that the City Council authorize the Consolidation of Polling Places to the Community Center. Further move to approve the Order. The motion passed with six (6) yeas and one (1) nay. Councilor Christenbury voted in the negative.

VII. CONSENT AGENDA:

A. Confirm the Mayors Appointment to the Recreation Advisory Board – Josh Boldebook and Andrew A. Carlson

Be it ordered that the City Council confirm the Mayor’s appointment of Josh Boldebook and Andrew A. Carlson to the Parks & Recreation Advisory Board for a 3 year term to expire on June 15, 2013.

B. Confirmation of Council Liaison Appointments

It is the practice of the City Council to have council members serve as a liaison with city boards and commissions.

Be it Ordered that the City Council approve the Mayor's appointments as detailed on the document titled, "2 Year Appointment of Council Liaisons, dated December 14, 2009".

C. Council Determination of Rules and Order of Business

Be it Ordered that the City Council accept the agenda format and Roberts Rules as the parliamentary procedure for the Council as outlined below.

**CITY COUNCIL MEETING
(TIME AND DATE)
CITY HALL AUDITORIUM**

- I. CALL TO ORDER**
- II. ROLL CALL OF MEMBERS**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF MINUTES**
- V. GENERAL**
- VI. ACTION ITEMS**
- VII. APPOINTMENTS**
- VIII. CONSENT AGENDA**
- IX. EXECUTIVE SESSION**
- X. REPORT AND POTENTIAL ACTION FROM EXECUTIVE SESSION**
- XI. ADJOURNMENT**

D. (First Reading) Code Amendment Chapter 12, General Assistance

The City of Saco hereby approves the First Reading of the, amendment to the Saco Code, Chapter 112, General Assistance Program, Appendix A – Total Monthly Allowed GA Overall Maximums, Appendix B – Food Maximums, and Appendix C – Maximum Levels of Housing Assistance, and further move to set a Public Hearing for January 18, 2010.

E. Authorization to Write Off Taxes - Personal Property and Real Estate

The attached exhibit shows a listing of the personal property tax accounts and one real estate tax bill for a mobile home that are unpaid as of November 16, 2009. These accounts are recommended for write off. A narrative is provided per item. Each business is no longer in business, and the mobile home to be written off was destroyed.

Be it Ordered that the City Council authorize write off of personal property and real estate taxes which total \$3588.74, as identified on the document titled, 'Personal Property and Real Estate Write Off Recommendations, dated November 16, 2009', to remove the receivable from the tax collector's records.

**Personal Property and Real Estate Write Off Recommendations as
of November 16, 2009**

- 1) **\$620.49* in Real Estate property taxes from Fiscal Years 2007-2008 for:**
A mobile home that was at 13 Willow Haven St. Background is as follows: Per city policy, liens were filed against this property for past due Fiscal Year 2007 and 2008 real estate property taxes. In November 2008, the mobile home park operator called to report the unit abandoned and destroyed. (This item was inadvertently left out of materials presented when the Council last considered this issue.)
- 2) **\$287.71* in Personal Property taxes from Fiscal Year 2008 for:**
Slices Pizza Inc. Background is as follows: Tax bill mail was returned starting in Feb. 2008. The account was inactivated 2/5/08 by Assessing due to returned mail to that department. The landlord reported the tenant left in Aug. 2007, two months before their lease was up. No UCC lien was filed as the business was gone several months before the city was aware of it. I have been unable to locate the owner: he owned no property in Saco; he did not register a vehicle in the city; the registered agent of the company has responded that they were told not to file a report for 2007 but had no contact info for the owner; and the business PO Box was closed in 2007 with no forwarding information.
- 3) **\$172.49* in Personal Property taxes from Fiscal Year 2008 for:**
Arts & Crafts Center. Background is as follows: This business was closed by and the building sold in January, 2007, per Assessing, but they did not inactivate the account until March 2008 when the lister advised the business was in fact gone. Based on this information, this FY08 bill arguably should not have been issued as the business was not there on April 1, 2007 (although the owner failed to notify Assessing that they were closed). I have been able to locate the owner (he no longer lives in Saco but owns a business in a neighboring town and maintains a PO Box in Saco), but as he paid the first half bill, I request this second half amount be written off.
- 4) **\$697.44* in Personal Property taxes from Fiscal Years 2008 and 2009 for:**
LeBlanc N Cain Auto Repair. Background is as follows: Tax bill mail was returned starting in January 2009. The registered agent of the company reported that the owner died unexpectedly in late 2007/early 2008, that the estate had "minimal assets," and the business was sold. The new owners reported that they took over the lease in July 2008 but did not get anything else of value from the prior business. Assessing has reviewed the equipment listings of both businesses and advised that the new owners' business is different from the old owners' and the equipment currently in use is not the same. No UCC lien was filed as the business was closed and the owner died several months before the city was aware of it. The Fiscal Year 2009 bill arguably should not have been issued as this business was not there on April 1, 2008; the Fiscal Year 2008 first half bill was paid.
- 5) **\$45.37* in Personal Property taxes from Fiscal Year 2009 for:**
A park model camper owned by Jodi and Phil Lambert. Background is as follows: The owners contacted Assessing in fall 2009 and advised the camper was moved in fall 2008; Assessing abated the Fiscal Year 2010 bill. There has been no reply to letters sent to the

out of state owners in regards to the balance due on FY09. As the first half FY09 bill was paid, it seems reasonable to write off the second half bill amount as the item had been gone for all of that billing “period” and collecting this small amount from out of state owners seems unlikely.

- 6) **\$72.21* in Personal Property taxes from Fiscal Years 2008 and 2009 for:**
Community Treatment Services. Background is as follows: The former owner contacted Finance in May 2009 (in response to a FY09 past due bill reminder mailing) to report that the business was in his home and the home was lost due to bank foreclosure in May 2008. Assessing inactivated the account in January 2009. No UCC lien was filed as the amount due did not meet the threshold in FY08, and then by May, 2009, the city knew that the business was gone by May 2008. We do have an out of town PO Box address for the owner, however it seems unlikely we can collect these amounts due in this particular case.
- 7) **\$57.42* in Personal Property taxes from Fiscal Year 2007 for:**
GM DI Leasing Corp. Background is as follows: The balance due on this bill was for a sign at a car dealership that has been sold. The out of town owner has been contacted several times, but he refuses to pay the remaining amount as he was no longer in business for the second half of the year.
- 8) **\$189.14* in Personal Property taxes from Fiscal Year 2008 for:**
Redman Marine Fabricator. Background is as follows: Tax bill mail was returned starting in May 2008. Past due notices were sent but there was no reply. The wife of the owner reported recently that she called the city several times in 2007 to notify the city that the business moved to York in June 2007 but never got a call back about abating the 2008 bill, which she understood when she called was likely not due based on the business move date. The owners are Saco residents, but, based on the business move date, this FY2008 bill probably should have been abated in June 2007 and so should be a write off now.
- 9) **\$302.36* in Personal Property taxes from Fiscal Years 2007 and 2008 for:**
James W Booth Landscaping. Background is as follows: This account has been a collections issue for several years. UCC liens have been in place for several years, but in this case (and in almost all others) have proven to be useless as a collections tool; there does not appear to be any equipment remaining and the business was closed in 2008. Mr. Booth does still own real estate in Saco but under another name, but I believe he has since moved residences to Arundel from my research. Prior year bills were collected only after a small claims action was undertaken. To proceed with another small claims action is possible, however the cost to do so is about \$95, and it now will take at least 1 month to serve him (we have not had sheriff service since the York County lay-offs, so this may be optimistic) and then from what I understand about District Court, another 6-9 months to get a court date. Given the amount owed, it is hard to justify the time and money to proceed with small claims.
- 10) **\$327.88* in Personal Property taxes from Fiscal Years 2007, 2008 and 2009 for:**

Marketing Expansions. Background is as follows: This account also has been a collections issue for several years. It was previously known as Promotional Advertising Inc, which filed for bankruptcy and the city ended up writing off personal property taxes on that account. UCC liens have been in place for several years on both entities, but in this case have proven to be useless as a collections tool; there does not appear to be any equipment remaining and the current business was closed in 2008 (at least the residence was sold in 2008). The owners have divorced, and I believe the wife now resides in Old Orchard from my research, however she has not responded to past due bill mailings; I have been unable to locate the husband. To proceed with a small claims action against her is possible, however the cost to do is about \$95, and it now will take at least 1 month to serve her (we have not had sheriff service since the York County lay-offs, so this may be optimistic) and then from what I understand about District Court, another 6-9 months to get a court date. Given the amount owed, it is hard to justify the time and money to proceed with small claims.

11) \$374.42* in Personal Property taxes from Fiscal Year 2009 for:

Elan Leasing. Background is as follows: This bill was for an ATM machine installed at Rivergreen Bank. Rivergreen Bank was acquired by Savings Bank of Maine, and the machine was taken out of service on July 20, 2008. The sales person from MA who supplied the machine provided the removal paperwork, as the city had his home address as the billing address, but he no longer works for Elan, which is located in TX; there are no further bills/accounts for this company.

12) \$287.48* in Personal Property taxes from Fiscal Years 2008 and 2009 for:

The Clay Place. Background is as follows: This business apparently moved sometime in late 2006 or early 2007 from information we have as of now; Old Orchard Beach Assessor reports taxing this business as of April 1, 2007. Therefore, these bills were issued in error and should be written off. The Fiscal Year 2007 bill (taxes as of April 1, 2006) has a second half balance due that the city is pursuing with the Saco owners, however it is possible that further research may indicate that should be written off.

13) \$67.10* in Personal Property taxes from Fiscal Year 2009 for:

A park model camper owned by Marykate and James Parrington. Background is as follows: The campground owner advised the camper was moved in fall 2008; Assessing abated the Fiscal Year 2010 bill. There has been no reply to letters sent to the out of state owners in regards to the FY09 invoice; I have been unable to get their phone number. Collecting this small amount from out of state owners seems unlikely.

14) \$87.23* in Personal Property taxes from Fiscal Year 2009 for:

A park model camper owned by Christopher and Melissa Grondin. Background is as follows: The campground owner advised the camper was moved in fall 2008; Assessing abated the Fiscal Year 2010 bill. There has been no reply to letters sent to the out of state owners in regards to the balance due on FY09; I have a phone number for Melissa but get a "voicemail box full" message when I call. Collecting this small amount from out of state owners seems unlikely.

*each is original billed amount, not including interest

F. Combined Establishment/Therapist License Application

Be it Ordered that the City Council grant Gerald Painchaud, a Massage Therapist License, in accordance to the Codes of the City of Saco, Chapter 138.

G. Application for a License to Operate Games of Chance- Eagles #3792

Be it Ordered that the City Council grant the applications for a License to Operate Games of Chance: Poker from January 1, 2010 to January 31, 2010 and February 1, 2010 to February 28, 2010.

Councilor Smith moved, Councilor Mills seconded, to approve the Consent Agenda. The motion passed with seven (7) yeas.

VIII. ADJOURNMENT

IX.

Councilor Mills moved, Councilor Tardif seconded, to adjourn. The motion passed with seven (7) yeas. TIME: 7:35 p.m.

ATTEST: _____
Lucette S. Pellerin, City Clerk