

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

I. CALL TO ORDER – On Monday, July 11, 2011 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., Marie Doucette, Philip Blood, Arthur Tardif, Eric Cote and Marston Lovell. City Administrator Rick Michaud was also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL:

RSU 23 INTRODUCTION OF NEW SUPERINTENDENT PATRICK PHILLIPS

Mayor Michaud introduced the new RSU 23 Superintendent Patrick Phillips. He noted Mr. Phillips extensive background in education.

Mr. Phillips stated that he was looking forward to working for the RSU and that he will make a sincere effort to listen to all the concerns of the city, citizens and students. He will also be focusing on the strategic plan that the RSU Board has been working on for several months now.

V. APPROVAL OF MINUTES: MAY 23, 2011 & JUNE 6, 2011

The minutes of May 23, 2011 and June 6, 2011 were approved as written.

VI. AGENDA:

A. NEW APPLICATION FOR LIQUOR LICENSE & SPECIAL ENTERTAINMENT PERMIT FOR CASCADE FLEA MARKET – (PUBLIC HEARING)

Gordon O'Donnell d/b/a Cascade Flea Market has made application for a new Liquor License/Special Entertainment Permit for a term of one (1) year.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with M.R.S.A., Title 28-A, Subsection 653 and in accordance with Saco City Code, Chapter 93, and Entertainment sub-section 93-2.

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

David Ordway Esquire spoke on behalf of Mr. O'Donnell regarding the proposed liquor license and special entertainment. Mr. Ordway asked that we strike the wording "Flea Market" and substitute with "Food and Drinking Establishment" on the liquor license application. He also pointed out that the Code Enforcement Office has approved the proposed plans as presented for an Eating and Drinking Establishment.

Councilors were concerned with the outside drinking and that the music from the bands may disrupt other surrounding businesses.

City staff met with the Mr. O'Donnell and it was agreed that the music would start at noon and stop at 5:00 p.m., adult beverages and food would stop at 6:00 p.m. The main entrance will have trained staff at the request of the Fire Department and a 2nd emergency egress was also be added. If there are noise complaints, the city will address them per the noise ordinance.

Councilor Lovell moved, Councilor Tardif seconded to move to close the Public Hearing and Be it Ordered that the City Council grant the new applications submitted by Cascade Flea Market for a Liquor License and Entertainment permit for the period of one (1) year. Further move to approve the Order.

AMENDMENT – Councilor Mills moved, Councilor Blood seconded to stipulate that the hours the permit is in effect is from 12 noon to 6 p.m. The motion passed with five (5) yeas and two (2) nays – Councilors Tardif and Smith.

Mayor Michaud called for a vote on the Main motion. – The motion passed with five (5) yeas and two (2) nays - Councilor Smith and Doucette.

B. RENEWAL APPLICATION FOR A SPECIAL ENTERTAINMENT PERMIT FOR ISLAND BREWING LLC d/b/a THE RUN OF THE MILL – (PUBLIC HEARING)

Island Brewing LLC, d/b/a The Run of the Mill has applied for a renewal of their Special Entertainment Permit for a term of one year concurrent with the establishment's liquor license.

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

Councilor Doucette moved, Councilor Mills seconded to move to open the Public Hearing. The motion passed with unanimous consent.

Doug Sanford owner of North End Mill – Mr. Sanford stated that the operation of The Run of the Mill is a great establishment, but he is concerned with the outside music and the hours of operation. They have received numerous complaints from their residents. He has been working with the owners to rectify this situation.

Police Chief Paul stated that the Police Department has received 4 complaints regarding the loud outside music in the evenings from residents of Biddeford.

William Carter, General Manager of The Run of the Mill – Mr. Carter spoke regarding the noise levels. He said that they stop the music at 11:00 p.m. sharp per the request of the Saco Police Department. He did note that the band is located outside, and that it would not help if the direction of the speakers was changed.

Lauren Sanford, wife of Doug Sanford – Mrs. Sanford lives on the 5th floor of the North Dam Mill and she stated that the music is very loud. She did note that she doesn't hear the music when the band is inside.

City Planner Bob Hamblen read the Good Neighbor Standards Ordinance section 801 Exempt Activities. – Which states that if the city approves a license or permit for an establishment, then concerts would qualify as an exempt activity.

Councilor Doucette moved, Councilor Tardif seconded to move to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by Island Brewing LLC d/b/a/ The Run of the Mill for a Special Entertainment permit for a period of one year concurrent with the establishments liquor license. Further move to approve the Order. The motion passed with seven (7) yeas.

C. RENEWAL APPLICATION FOR A SPECIAL ENTERTAINMENT PERMIT FOR SARGE'S TAILGATE GRILLE – (PUBLIC HEARING)

Pit Road Enterprises d/b/a Sarge's Tailgate Grille has applied for a renewal of their Special Entertainment Permit for a term of one year concurrent with the establishment's liquor license.

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

Councilor Doucette moved, Councilor Smith seconded to move to open the Public Hearing. The motion passed with unanimous consent.

There were no comments from the public.

Councilor Doucette moved, Councilor Smith seconded to move to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by Pit Road Enterprises d/b/a Sarge's Tailgate Grille for a Special Entertainment permit for a period of one year concurrent with the establishment's liquor license. Further move to approve the Order. The motion passed with seven (7) yeas.

D. MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BIDDEFORD REGARDING DISPATCH AND FIRE

Public safety dispatch consolidation in the region has resulted in at least two studies that examined a regionalizing of Saco, Biddeford and Old Orchard Beach (1997) and the York County region (2005).

On April 21, 2011 the Saco and Biddeford City Councils met and decided by consensus to investigate whether it would be worthwhile to once again examine the merging of the two dispatches into one entity.

The police and fire chiefs have met to discuss the cost and feasibility of consolidation, and have recognized that the police and fire departments should be considered separately, as different issues face each. Fire Chiefs John Duross and Joseph Warren have expressed an interest in pursuing a joint dispatch of fire services.

The Memorandum of Understanding seeks to have the full Saco City Council indicate whether it wishes to pursue the process of fire dispatch consolidation.

This item was discussed at Workshop on June 6, 2011.

Memorandum of Understanding

WHEREAS, the City of Saco and the City of Biddeford have a mutual desire to provide for the public safety of the citizens of each community; and

WHEREAS, it is also the desire of the City of Saco and the City of Biddeford to continually seek ways to improve the level of service citizens enjoy from the public safety departments of each community; and

WHEREAS, in 2007 the fire departments of Saco and Biddeford signed an agreement to operationally merge their operations to enhance firefighter safety, and Biddeford already serves as a Public Safety Answering Point (PSAP) for the cities of Saco and Biddeford; and

WHEREAS, it is in the mutual interest of the City of Saco and the City of Biddeford to explore whether fire dispatching services can be more efficiently provided to the citizens of each community from the City of Biddeford PSAP;

IT IS HEREBY RESOLVED by the City Councils of Saco and Biddeford that the police and fire chiefs of each community jointly investigate the consolidation of fire dispatch with the City of Biddeford PSAP; and

BE IT FURTHER RESOLVED that the chiefs cause a report on the consolidation of fire dispatch to be provided to the City Councils on or prior to July 15, 2011.

Councilor Blood moved, Councilor Doucette seconded, Be it Ordered that the City Council approve the document titled “Memorandum of Understanding” which states the City of Saco and the City of Biddeford have a mutual desire to provide for the public safety of the citizens of each community and that the chiefs cause a report on the consolidation of fire dispatch to be provided to the City Councils on or prior to October 15, 2011, and further to forward the Memorandum of Understanding to the City of Biddeford for approval. Further move to approve the Order.

1ST AMENDMENT – Councilor Cote moved, Councilor Lovell seconded to add to end of the 2nd to last paragraph the following wording: ‘said consolidation would not impact Saco Police Dispatch Services’. The motion passed with seven (7) yeas.

2ND AMENDMENT - Councilor Lovell moved, Councilor Mills seconded to add to the end of the sentence of the last ‘whereas’ the following wording: ‘and operated as a partnership.’ The motion passed with six (6) yeas and one (1) nay – Councilor Tardif.

Mayor Michaud called for a vote on the Main motion. - The motion passed with five (5) yeas and two (2) nays – Councilors Smith and Tardif.

E. MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BIDDEFORD FOR MUTUAL FIRE AID

The City of Saco and the City of Biddeford have agreed to assist each other as necessary in times of emergency, or in times of disaster by sending equipment and emergency response personnel at request, or by holding equipment or emergency response personnel in standby status as request, to the extent that, in the opinion of the sending Fire Chief, Fire Chief’s designee, or person in charge, such equipment or personnel can be spared when a call for assistance is received. The specific terms of the MOU are defined in the document titled, “*Memorandum of Understanding between City of Saco and City of Biddeford*”, and will be reviewed on an annual basis.

The Council discussed this item at Workshop on June 6, 2011.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SACO
AND
CITY OF BIDDEFORD**

WHEREAS, the City of Saco (Saco) is a municipality under the laws of the State of Maine with a principal location at 300 Main Street Saco, Maine 04072;

WHEREAS, the City of Biddeford (Biddeford) is a municipality under the laws of the State of Maine with a principal location at 205 Main Street Biddeford, Maine 04005;

WHEREAS, the purpose of this Memorandum of Understanding (“MOU”) is to address mutual fire aid between Biddeford and Saco.

NOW THEREFORE, Biddeford and Saco hereby agree as follows:

1. **Definitions:**

Emergency – Any incident, human-caused or natural, that requires responsive action to protect life, property or environment.

Emergency Response – Activities that address the short-term, direct effects of an incident of emergency. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations, plans and of mitigation activities designed to limit loss of life, personnel injury, property damage and other unfavorable outcomes.

Emergency Response Equipment – Emergency response organization’s vehicles, tools and supplies as well as municipal vehicles and equipment which may be used in an emergency response.

Emergency Response Organization – Any organization approved by a state, county or local governmental organization to provide emergency response.

Emergency Response Personnel – Persons who are members in good standing of an emergency response organization, and who are trained and certified to provide specified emergency services, or who are under the supervision of a trained and certified person.

Fire Department – An emergency response organization with the responsibility of the protection of LIFE (First Priority), the preservation of PROPERTY (Second Priority) and the ENVIROMENT (Third Priority).

Incident Command System – A standard, on-scene, all hazards incident management system already in use by firefighters, law enforcement, hazardous material teams, rescuers and emergency medical teams. The ICS has been established by the NIMS (as defined below) as the standardized incident organizational structure for the management of all incidents.

Mutual Aid Emergency – Any emergency which is beyond the capabilities of the local emergency response organizations to resolve, or which by normal protocol requires the assistance of emergency response organizations based outside the town, municipality or locale in which the emergency occurs.

National Incident Management System (NIMS) – A comprehensive national approach to incident management utilizing best practices that have been developed over the years.

Unified Command – A command structure in which the ranking members from multiple emergency response organizations and/or jurisdictions jointly determine objectives, plans and priorities, and then work together to execute them.

3. On an annual basis (prior to June 30th of each year) the Fire Chiefs of Biddeford and Saco will review the terms of this MOU and report in writing to each other regarding any recommended revisions, changes, additions or deletions to said terms.
4. The Biddeford and Saco Fire Departments shall assist each other as necessary in times of emergency, or in times of disaster by sending equipment and emergency response personnel at request, or by holding equipment or emergency response personnel in a standby status at request, to the extent that, in the opinion of the sending Fire Chief, Fire Chief’s designee, or person in charge, such equipment or personnel can be spared when a call for assistance is received.
5. Any request for assistance shall be made by the incident commander at the scene of an emergency or by the dispatch centers based on the location of the incident.
8. Command at an incident shall be structured in accordance with the Incident Command System (ICS) of the National Incident Management System (NIMS), and that if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical. When necessary, for the safety of all responders, the senior officer of the requested agency may, assume Command of an incident in the requesting agencies jurisdiction until properly relieved by a senior officer of the requesting agency.
9. When any personnel or equipment are sent under the terms of this agreement, the ranking officer of the requested organization shall report to the requesting organization’s incident commander. Emergency responders will respond with full turnout gear and personal protective equipment consistent with accepted

practices of their respective disciplines. Orders by the incident commander will be given to the visiting ranking officer, his/her designee or person in charge who will then give orders to his/her personnel and then remain in communication with the incident commander. The visiting personnel may be under the direct control of an officer of the requesting organization. The visiting ranking officer, his/her designee or person in charge shall have the right and responsibility to ensure that visiting personnel are asked to perform only those tasks or operations that are consistent with their training, and in accordance with their home protocols and accepted safe practices. Such personnel shall remain under the control of Command until the organization requesting assistance releases said personnel and equipment, or until said personnel and equipment are recalled by the organization providing assistance. Such personnel and equipment shall be released as soon as is reasonably possible and returned to the sending organization.

10. Assisting emergency response organizations under this MOU shall operate in accordance with their home district protocols and/or guidelines, and each emergency response person will operate according to the protocols and/or guidelines of his/her own organization, and within the scope of his/her own training and certification, or under the supervision of a person with the appropriate training and certification. In no event shall visiting personnel be required to perform in a way inconsistent with their home protocols and/or guidelines, or inconsistent with accepted safe practices.
11. It is further agreed that there will be no compensation for providing any mutual aid described in this MOU, unless other contractual agreements for services exist and/or become established; however, where a party or parties responsible for causing the emergency are liable for coverage of expenses, coverage of such expenses may be pursued from such parties. It is further agreed that during prolonged operations emergency response organizations receiving assistance may provide assisting organizations with fuel and lubricants or reimbursement for said items.
12. Subject to the limitations and immunities provided in the Maine Tort Claims Act, Biddeford and Saco agree to be responsible for their own personnel and equipment and agree to indemnify, protect, and save harmless each other, in the absence of the other's negligence or misconduct, from any and all claims, demands, and liability for loss, damage, injury, or any other casualty to their own personnel and/or equipment.
13. Biddeford and Saco may terminate their participation under this MOU in their discretion and for their convenience upon no less than three (3) months' prior written notice to the other municipality;
14. This MOU constitutes the entire agreement between Biddeford and Saco with regard to the mutual aid described herein. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the parties agree to meet and negotiate a new clause, section or provision. Amendments to this MOU shall be in writing and executed by both Biddeford and Saco. Biddeford and Saco each represent that they have the authority to enter into this memorandum of understanding and that it is being executed by its duly authorized representatives. This MOU shall be governed solely by the laws of the State of Maine.

Seen and Agreed to this ____ day of April, 2011.

WITNESS

CITY OF SACO

Richard R. Michaud, City Administrator

WITNESS

CITY OF BIDDEFORD

John D. Bubier, City Manager

-----End of Memorandum-----

Note: Councilor Smith made a motion to vote on Items #E and #F simultaneously. See combined motion below.

**F. MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF SCARBOROUGH
FOR MUTUAL FIRE AID**

The City of Saco and the Town of Scarborough have agreed to assist each other as necessary in times of emergency, or in times of disaster by sending equipment and emergency response personnel at request, or by holding equipment or emergency response personnel in standby status as request, to the extent that, in the opinion of the sending Fire Chief, Fire Chief's designee, or person in charge, such equipment or personnel can be spared when a call for assistance is received. The specific terms of the MOU are defined in the document titled, "*Memorandum of Understanding between City of Saco and Town of Scarborough*", and will be reviewed on an annual basis.

The Council discussed this item at Workshop on June 6, 2011.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SACO
AND
TOWN OF SCARBOROUGH**

WHEREAS, the City of Saco is a municipality under the laws of the State of Maine with a principal location at 300 Main Street, Saco, Maine 04072 (“Saco”);

WHEREAS, the Town of Scarborough is a municipality under the laws of the State of Maine with a principal location at 259 Route One, Scarborough, Maine 04074 (“Scarborough”);

WHEREAS, the purpose of this Memorandum of Understanding (“MOU”) is to address mutual fire aid between Saco and Scarborough.

NOW THEREFORE, Saco and Scarborough hereby agree as follows:

1. **Definitions:**

Emergency – Any incident, human-caused or natural, that requires responsive action to protect life, property or environment.

Emergency Response – Activities that address the short-term, direct effects of an incident of emergency. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit loss of life, personnel injury, property damage and other unfavorable outcomes.

Emergency Response Equipment – Emergency response organization’s vehicles, tools and supplies as well as municipal vehicles and equipment which may be used in an emergency response.

Emergency Response Organization – Any organization approved by a state, county or local governmental organization to provide emergency response.

Emergency Response Personnel – Persons who are members in good standing of an emergency response organization, and who are trained and certified to provide specified emergency services, or who are under the supervision of a trained and certified person.

Fire Department – An emergency response organization with the responsibility of the protection of LIFE (First Priority), the preservation of PROPERTY (Second Priority) and the ENVIRONMENT (Third Priority).

Incident Command System – A standard, on-scene, all hazards incident management system already in use by firefighters, law enforcement, hazardous material teams, rescuers and emergency medical teams. The ICS has been established by the NIMS (as defined below) as the standardized incident organizational structure for the management of all incidents.

Mutual Aid Emergency – Any emergency which is beyond the capabilities of the local emergency response organizations to resolve, or which by normal protocol requires the assistance of emergency response organizations based outside the town, municipality or locale in which the emergency occurs.

National Incident Management System (NIMS) – A comprehensive national approach to incident management utilizing best practices that have been developed over the years.

Unified Command – A command structure in which the ranking members from multiple emergency response organizations and/or jurisdictions jointly determine objectives, plans and priorities, and then work together to execute them.

2. On an annual basis (prior to June 30th of each year) the Fire Chiefs of Scarborough and Saco will review the terms of this MOU and report in writing to each other regarding any recommended revisions, changes, additions or deletions to said terms.
3. The Scarborough and Saco Fire Departments shall assist each other as necessary in times of emergency, or in times of disaster by sending equipment and emergency response personnel at request, or by holding equipment or emergency response personnel in a standby status at request, to the extent that, in the opinion of the sending Fire Chief, Fire Chief's designee, or person in charge, such equipment or personnel can be spared when a call for assistance is received.
4. Any request for assistance shall be made by the incident commander at the scene of an emergency or by the dispatch centers based on the location of the incident.
5. Command at an incident shall be structured in accordance with the Incident Command System (ICS) of the National Incident Management System (NIMS), and that if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical.
6. When any personnel or equipment are sent under the terms of this agreement, the ranking officer of the requested organization shall report to the requesting organization's incident commander. Emergency responders will respond with full turnout gear and personal protective equipment consistent with accepted practices of their respective disciplines. Orders by the incident commander will be given to

the visiting ranking officer, his/her designee or person in charge who will then give orders to his/her personnel and then remain in communication with the incident commander. The visiting personnel may be under the direct control of an officer of the requesting organization. The visiting ranking officer, his/her designee or person in charge shall have the right and responsibility to ensure that visiting personnel are asked to perform only those tasks or operations that are consistent with their training, and in accordance with their home protocols and accepted safe practices. Such personnel shall remain under the control of Command until the organization requesting assistance releases said personnel and equipment, or until said personnel and equipment are recalled by the organization providing assistance. Such personnel and equipment shall be released as soon as is reasonably possible and returned to the sending organization.

7. Assisting emergency response organizations under this MOU shall operate in accordance with their home district protocols and/or guidelines, and each emergency response person will operate according to the protocols and/or guidelines of his/her own organization, and within the scope of his/her own training and certification, or under the supervision of a person with the appropriate training and certification. In no event shall visiting personnel be required to perform in a way inconsistent with their home protocols and/or guidelines, or inconsistent with accepted safe practices.
8. It is further agreed that there will be no compensation for providing any mutual aid described in this MOU, unless other contractual agreements for services exist and/or become established; however, where a party or parties responsible for

causing the emergency are liable for coverage of expenses, coverage of such expenses may be pursued from such parties. It is further agreed that during prolonged operations emergency response organizations receiving assistance may provide assisting organizations with fuel and lubricants or reimbursement for said items.

9. Subject to the limitations and immunities provided in the Maine Tort Claims Act, Saco and Scarborough agree to be responsible for their own personnel and equipment and agree to indemnify, protect, and save harmless each other, in the absence of the other's negligence or misconduct, from any and all claims, demands, and liability for loss, damage, injury, or any other casualty to their own personnel and/or equipment.
10. Saco and Scarborough may terminate their participation under this MOU in their discretion and for their convenience upon no less than three (3) months' prior written notice to the other municipality;
11. This MOU constitutes the entire agreement between Saco and Scarborough with regard to the mutual aid described herein. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the parties agree to meet and negotiate a new clause, section or provision. Amendments to this MOU shall be in writing and executed by both Saco and Scarborough. Saco and Scarborough each represent that they have the authority to enter into this memorandum of understanding and that it is being executed by its duly authorized representatives. This MOU shall be governed solely by the laws of the State of Maine.

Seen and Agreed to this ____ day of _____, 2011.

WITNESS

Calitta Matheson

TOWN OF SCARBOROUGH

Thomas J. Hall
Thomas J. Hall, Town Manager

WITNESS

CITY OF SACO

Richard Michaud, City Administrator

-----End of Memorandum-----

Councilor Smith moved, Councilor Lovell seconded that the City Council hereby ordains and approves the Memorandum of Understanding between City of Saco and City of Biddeford and Town of Scarborough to address mutual fire aid. The motion passed with seven (7) yeas.

VII. CONSENT:

Councilor Cote moved, Councilor Smith seconded to adopt the following Consent Agenda. – The City of Saco hereby:

- A. Approves the Mayor’s reappointment of Peter Browne, Ed Gardner, Tom Goulding and Elizabeth Shaw as full members of the Conservation Commission for (3) year terms commencing on July 11, 2011;
- B. Confirms the Mayor’s appointment of Jane Walsh to the Planning Board, for completion of a 3-year term to expire on August 1, 2013;
- C. Confirm the Mayor’s reappointment as a full member of the Saco Coastal Waters Commission, Robert Steeves, commencing July 11, 2011;
- D. Grant the applications for a License to Operate Games of Chance: Pull Tickets from September 1, 2011 to September 1, 2012 and October 1, 2011 to October 1, 2012, as submitted by the Fraternal Order of Eagles #3792.

The motion passed with seven (7) yeas.

The item commentaries are listed below.

A. CONFIRM THE MAYOR’S REAPPOINTMENTS TO THE CONSERVATION COMMISSION

The Conservation Commission consists of seven members appointed by the Mayor and confirmed by the Council, for a term of three years. Primarily, the Commission shall: conduct research into local land area usage; make recommendations to preserve and enhance the natural resources of the City; and assist the Planning Board on development applications.

The Mayor requests the reappointment of Peter Browne, Ed Gardner, Tom Goulding, and Elizabeth Shaw, to full members of the Conservation Commission for a (3) year term; commencing July 11, 2011.

B. CONFIRM THE MAYOR’S APPOINTMENT OF JANE WALSH TO THE PLANNING BOARD

Mayor Michaud would like to nominate Jane Walsh for appointment to the Planning Board. Jane is a resident of 59 Hillview Avenue where she has lived for thirteen years. Her appointment to the Board would fill the remainder of Bob Barris' term, whose employment situation has changed, through August 1, 2013.

Ms. Walsh teaches dental hygiene at the University of New England and is also an attorney. She served a single term on the Board from January 2005 through January 2008, and did not seek reappointment at the conclusion of her term.

C. CONFIRM THE MAYOR'S REAPPOINTMENT TO THE COASTAL WATERS COMMISSION

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

The Mayor seeks to reappoint Robert Steeves of 165 Ferry Road whose term will expire on August 5, 2011.

D. APPLICATIONS FOR A LICENSE TO OPERATE A GAME OF CHANCE: PULL TICKETS

Fraternal Order of Eagles #3792 has applied for a license to operate two Games of Chance: Pull Tickets from September 1, 2011 to September 1, 2012 and October 1, 2011 to October 1, 2012.

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

VIII. EXECUTIVE SESSION

No Executive Session this evening.

IX. RECESS THE MEETING AND BEGIN THE WORKSHOP

Councilor Mills, Councilor Blood seconded to move to Workshop at 8:15 p.m. The motion passed with unanimous consent.

X. WORKSHOP

XI. RECONVENE THE MEETING

The meeting was reconvened with unanimous consent at 9:16 p.m. and all Councilors were present.

A. TRI-COMMUNITY SEWER TELEVISION EQUIPMENT

The Cities of Saco and Biddeford, and the Town of Old Orchard Beach have participated in the Tri-community Camera program for 13 years. Five years ago the communities signed an agreement detailing the responsibilities for the operation and maintenance of the camera, truck and the operator. The current agreement expired in May of 2011. A new five year agreement has been drafted for consideration and approval by the staffs of the three municipalities. The joint sharing of the equipment has proven to be a valuable and cooperative effort as well as a cost efficient asset.

Councilor Tardif moved, Councilor Lovell seconded that it be Ordered that the City Council authorize the City Administrator to execute the 'Agreement for Tri Community Camera Inspection and Asset Management Program between the Town of Old Orchard Beach, City of Saco, and City of Biddeford, dated July 11, 2011'. Further move to approve the order. The motion passed with seven (7) yeas.

XII. ADJOURNMENT

The meeting was adjourned with unanimous consent at 9:17 p.m.

Attest: _____
Michele L. Hughes, Interim City Clerk