STATE OF MAINE
COUNTY OF YORK CITY OF SACO

I. CALL TO ORDER – On Monday, April 7, 2014 at 7:00 p.m. a Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS – Mayor Pilon conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: David Precourt, Leslie Smith Jr., Kevin Roche (7:20 p.m.), Arthur Tardif, Eric Cote and Nathan Johnston. Absent: Bette Brunswick was excused this evening. City Administrator Rick Michaud was also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL:

EMPLOYEE 25TH YEAR RECOGNITION – DAVID PETERS FIREFIGHTER EMT1

Chief Duross presentation to David Peters - David joined the Saco Fire Department in March 1989. Coming to us from the City of Westbrook where he gained valuable experience as a firefighter, emergency medical technician and fire alarm operator. David is currently assigned as a driver operator of ladder 1 on “D” shift where he continues to serve the citizens of Saco with dedication, pride and honor. On behalf of the Saco Fire Department, congratulations on your 25 years and we look forward to many more years working with you.

Mayor Pilon thanked David for his service to the city and presented a plaque to him on behalf of the City of Saco citizens and City council and it read “Presented to David Peters Firefighter EMT 1. In grateful recognition for is 25 years of outstanding service and dedication to the City of Saco and its citizens March 28, 1989 to March 28, 2014”.

2014 MAYOR’S DAY OF RECOGNITION FOR NATIONAL SERVICE

CITY OF SACO PROCLAMATION -- APRIL1, 2014

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation’s mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, national service participants address the most pressing challenges facing our cities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and
WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 1, 2014.

THEREFORE, BE IT RESOLVED that I, Donald Pilon, Mayor of Saco, do hereby proclaim April 1, 2014, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city; to thank those who serve; and to find ways to give back to their communities.

Claire Lauzier – Foster Grandparent at Young School – She has been there 12 years and thanked Mayor Pilon for the proclamation and recognition. Dr. Harrison is the principal at Young School. Claire had worked with kindergarten and has even graduated to helping in the 1st and 2nd grade. She noted that she has really kept herself going from being in that type of atmosphere. Claire helps out with reading, spelling writing and sometime just comforting the children. This has meant allot to her as well.

Mayor Pilon noted that he did go out into the community with a couple of volunteers and participated in the Meals on Wheels program and saw shut-ins that are receiving the meals and this was a good experience for him as well.

V. AGENDA:
A. AUTHORIZE BOND/QUESTION REGARDING STACKPOLE BRIDGE – (PUBLIC HEARING)

On June 11, 2013 the citizens of Saco voted not to historically restore and stabilize the Stackpole Creek Bridge at a cost of $1.7 million. Since that time the bridge has remained closed and temporary measures for emergency response and maintenance activities, for the Saco residents north of the bridge, have been established through collaboration with the Town of Buxton.

In September 2013, the City, with the assistance of Senator Linda Valentino, engaged the Maine Department of Transportation (MDOT) with regards to possible funding assistance for a bridge replacement/rehabilitation project. MDOT offered the City use of a low interest (currently 1.625%) loan program that may be utilized for this infrastructure project up to ½ of the replacement cost of the bridge, or a maximum loan value of $650,000.

Since the June 2013 bond question was asked, City staff has been working on design alternatives that would provide a fully functional bridge for a lower construction cost. Public Works has arrived at an engineer’s estimate of $990,000 for a full replacement of the Stackpole Creek Bridge. This cost estimate is based on the removal of the existing stone structure and design/installation of a precast concrete modular bridge. Public Works crews would perform grading and paving of the approaches to the bridge following installation.

Funding for this replacement project would utilize the MDOT low interest loan program in the amount of $495,000, payable over a period of 10 years with a first year payment of $57,543.75. A 20- year bond for the remaining
$495,000 is estimated to require an annual payment of $102,092.76. The combined amounts will increase debt service by $159,636.51.

Annual debt service payment in 2014 is $1,805,321 and in 2015 it will be $1,763,186. The decline in payment is $42,235.

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

Margaret Mills, Simpson Rd – She noted that she did look over the materials and wanted to add a few more pieces of information. The bridge belongs to all the people in the City of Saco. In 1847 the city voted to build the bridge and it has been under the care of the citizens of Saco ever since. More recent in 2002 the State Dept. of Transportation did a bridge survey and they alerted the city that they should keep an eye on the Stackpole Creek Bridge. This bridge has a culvert because the opening is less than 10 feet wide. However, the whole bridge structure approximately over 100 feet. But because the opening is less than 10 feet under the arch the Maine Department of Transportation is not responsible for it like they are with most other bridges in the State on public ways, so it is the responsibility of the city. At the time of the survey, the State and MDOT alerted the city that they should worry about the condition of the bridge. Former Public Works Director Larry Nadeau was on board and he worked hard to write a Transportation Enhancement Grant which is a federal grant, asking for funds to help pay for improvements to this bridge. He also worked with CLD which is an engineering firm and they came up with a grant from the Transportation Enhancement Grant, however the MDOT manages that grant and instead of getting 50% of the costs at that time the MDOT could only give the city 20% of the costs, even though the city had set some money aside. So, the city refused the grant and while Saco staff has applied for 2-3 more times for the Transportation Enhancement Grants, the program is gone now. In 2007 the City Council proposed tearing down the bridge and putting a modern culvert type treatment in there after the neighbors had been contacted that this was going to happen, we were concerned because that was the first we had heard of that. What we had known was that historic treatment was going to be honored there because we had watched the process Larry Nadeau and his staff had worked on with the grants. Through the work of Larry Nadeau’s staff and subsequent work of others, the bridge is eligible for listings with the National Register of Historic Places. The $600,000 stayed in the coffers of Saco for a long time and was set aside from the capital fund and earmarked by the Council for fixing the bridge somehow. During the recession in 2008 or 2009 when the Council tried hard not to raise the taxes the Council voted to take the $600,000 and to sweep it into the general fund. So lots of money was set aside for the bridge and a successful grant at one point, but it has never been quite enough. We did have a filed bond referendum request last year, but over and over again the city has tried to find funding to take care of this little bridge. I think most of the city staff has drawn the conclusion that they must have H20 loading on the bridge which is full wait loading on the bridge. The neighborhood is willing to compromise and accept that for somewhat. We are very happy with a little bridge that takes a little bit of weight, but working with the ad hoc committee last year we realized that while the neighborhood may not necessarily need that weight if the city was going to spend any money to improve the little bridge that it would only be fair if they spend money, it could be brought up to full weight. This has been a struggle and we have worn out three Public Works Directors on this little bridge. They have worked very hard to come to some type of process to take care of the bridge and I’m hoping the bond will pass but that the bond will only be one piece of the improving this bridge and in fact there is a group of us working to find private funds and hoping with the support of the city that we continue to pursue private funding we can rehabilitate this bridge to both allow full traffic and maintain the historic character of the bridge.

Note: Councilor Roche arrived at 7:20 p.m. during Margaret Mill’s presentation.

Elizabeth DeSimone, 220 Ferry Rd and member of the group that is raising funds to restore the historic bridge – It is essential that we try to restore the bridge rather than just replacing it. The bridge is part of our heritage and is a unique structure as a dry stone arch bridge. It fits in beautifully in the rural neighborhood it is in. It is a perfect looking today, as the neighborhood has not changed since 1848 when it was built. It is also in an area of north-west Saco in which right off Buxton Road you have the Stackpole Bridge, the Heath, Saco Bay Trails, Horton Woods Trails, and the Way Way store. It is part of what makes Saco “Saco”. The bridge is an asset to the city and something that we should encourage our own residents to go up and visit and enjoy and something we should use in
Ron Zehner, Resident of Buxton Rd and Vice Chairman of Saco Citizens for Sensible Taxes. - I’m using general figures because I was looking up something in our budgets between the school and the city and I did not listen to my Councilor Mr. Precourt tentatively. When this first came up, the citizens turned down $1.7 million in the election. It is correct that $900,000 plus or minus is the figure now? It was noted that was correct. Part of the bond is going to be about $600,000 with the State, plus or minus? Mayor Pilon noted is would be half of the cost of the total which was $495,000. So are we going to go to bond for the other $400,000? So there are going to be 2 questions on this ballot or is it going to be 1 question for $900,000? Mayor Pilon noted that the State was giving the city half of the total of the project, so let’s call it $990,000, so the State will give us 50% of that cost and then the Friends of the Stackpole Bridge are trying to obtain grants at this time to offset the cost of the city side. If that is not possible then the city will go out and bond the balance. Mr. Zehner inquired approximately what that balance would be. Mayor Pilon stated $495,000. Mr. Zehner noted that his group would be discussing this Thursday night and write up a recommendation, but I have no problems and will try to encourage the group to see the same as taken the State money and putting it in and doing the payment. It is the balance that I have a big problem with. I feel and there are rumors around City Hall that there may be a $200,000 surplus on this year’s spending do to good spending by the Council and all the Department Heads. So if you take that $200,000, you are looking at $295,000 approximately. I feel that because the City Manager and Mayor has encouraged everybody and the Council, the word has it there may be a flat mil rate this year on the city side. So why should we go out and borrow and pay over 20 years and we don’t know if it is going to be 3, 4 or 5% interest, but somebody told me that it is about another $100,000 on this for interest. Why can’t we take that $295,000 out of our current capital improvement program? I think the capital improvement (correct me if I’m off, I have too many figures in my head) is about $1 to $1.5 million each year. City Administrator Rick Michaud noted it is $1.1 million. We took some of that to bring the budget in fairly flat correct? Take another $295,000 out of that, because I’ve already been told that the streets will be paved. If you look in the budget, they gave the Public Works a nice big increase which will mostly go to paving. I was told tonight that we will have paved streets. So let’s take the $295,000 right out this year and not bond it. Just go with what we can get from the State and take the rest out of the current budget, because there is flexibility.

Kathryn Glynn, 10 Locke St and also on the Historic Preservation Commission & American New England Studies Program at USM – Ms. Glynn wanted to remind everybody about the place that the Stackpole Bridge occupies is in America’s story and in Saco’s rural heritage. It is important and that has been shown by the ad hoc committee and the very dedicated folks who are looking for grant money and researching its history. I would like to see us vote on the bond issue to borrow the money but to leave open the possibility that these dedicated Saco citizens could attempt to raise the balance since there is the possibility of having the hybrid option where the bridge could actually be retained but usable. I think we are very lucky to have that option. We don’t know in the future what meaning that bridge may have to people who want to study its construction or have a fuller story about the rural nature of Saco. I just think that people until now haven’t even known that it is the only other dry stone historic bridge in the Stat and eligible for the National Historic Register and was put on the most endangered list by Maine Preservation. Pit is an important part of our nation’s story, Maine’s story and Saco’s story. In the big picture going forward places the city could save money are in consolidating Saco schools.
getting this mixed up with some great architectural design. Who sees the bridge? When you are standing on the road, you can’t tell that there is even a bridge there. You have to go down below into the gully to see what the bridge actually looks like. Some people in the newspaper have compared it to the Portland Railroad Station that got turned down. That’s apples and oranges. They are talking about the railroad station being used by hundreds of thousands of people on a regular basis. I’m sorry, but the Stackpole Bridge is not even on the radar. A bridge serves a functional purpose for safety and I can understand that, but not to use the tax-payers money to preserve a piece of sculpture. The referendum that we had previously failed city wide and even in the ward that the bridge is located in. What does that tell you? People also mention that we can get some State money. Well where does that come from? It comes out of our own State pockets. So there is nothing free about it. As a tax-payer that got really worked over in the last tax raise here in the city, I really can’t justify paying that money for a piece of sculpture.

Inga Brown, 161 Simpson Rd – Ms. Brown wanted to talk about some of the figures that have been brought up this evening because there seems to be a lot on confusion. The DOT loan is for $495,000. The city was investigating whether to also look at a low interest municipal bond for the other $495,000 and that would total $990,000. This would pay for a concrete modular bridge. The fund for Stackpole Bridge, the non-profit that the neighbors and the citizens are in the process of forming would not be contributing at all to the construction of a concrete modular bridge. Our group would be offsetting any costs up and beyond $990,000, so we have devised a aggressive fund raising plan and we have tapped the potential for $500,000 - $600,000 of private money to offset rehabilitation of the bridge. Four or five days ago I happened to bring my 10 year old son to the Biddeford Mill and we were surprised and delighted to find the classic car show room, where you can go in and see old cars up close and in person. As we looked at these old cars, I was really thrilled with my son’s enjoyment to actually touching a real object that was built with some precision and care. The point I’m trying to make is that Stackpole Bridge belongs to the citizens of Saco and is a historic living museum that people can visit and touch. It’s an immediate connection to the past. Certainly I’m sensitive to the prior gentleman comments that it is very difficult to see and is very difficult for us to view. But as you know from following this story for the last 15 years, the neighbors are committed to providing access to the public to visit the bridge by building a stone walk way down to the bridge and 1 or 2 parking spaces to make it easy to stop to view the bridge. I love maps and taking them out to look for interesting places to go see. There is a covered bridge in Porter Maine which is listed on the Delorme map and one of the things that I’m going to do is investigate if it is possible for the Saco bridge to potentially be listed as a bridge designation on the map. Many people in today’s day and age of virtual society of looking for entertainment online are really looking for opposite. We are looking to get out into nature and be in the real world and we want to see things that make us connected to our past that have beauty. Stackpole Bridge may not excite allot of people but as I know through my own research, this bridge is an extremely rare piece of 19th century masonry. I have shared in the past letters from bridge experts around in the country and the world who really are calling on Saco to make sure that this bridge remains. In regard to the engineering, on March 11th Mr. John Watney who is the engineer from Structure north met with GEI which is a geo-technical company and they met in Mass., on March 17th Mr. Watney devised new costs and new figures for this bridge and those figures are currently being reviewed by GEI and will again be reviewed by an independent Maine construction company called CPM on Freeport, Maine. CPM was involved in the crib-stone bridge on Bailey Island. They are a reputable construction firm here in Maine with over 30 years experience. All of these companies and engineers have been working free of charge and donating their services and expertise and I believe in a couple more weeks they will be able to share with you the new costs for the hybrid rehabilitation plan for this bridge and we will then have a cost and know exactly how much private money we would need to secure in order to offset any costs. Lastly, I would like to remind the Council that we know this topic has been going on for a long time but we are committed to making this bridge to remain and to be a destination for people from Saco and New England to visit.

Sue Littlefield, Simpson Rd – Mrs. Littlefield is one of the abutters to the bridge. My husband and I have made part of our property accessible to the public where we have a viewing bench so the public can come in and see the bridge and we have also created a walking path that connects the bridge to Horton’s Path. I think that we can be more formal about this whole thing if the bridge gets restored because it will become a center piece. I would just like to ask people not to make Stackpole Bridge our Union Station.

Greg Goodness, Hickory Hollow (Private Way off Simpson Rd) – Mr. Goodness noted that he was pleased and
proud to be in a building of this nature because he remembered in the not so distant past that we have to make a decision whether to refurbish the building and we made the decision as citizens to preserve this historically and I believe it is on the Historic Register now. Practically, it would have been allot easier to build a box here with 10 foot ceilings and four stories high and to not have these big in-efficient heating chambers and lack of technology, but that is not why we did it. We did it to preserve the history. What makes something historically significant? Someone has to care very deeply about it. Whether it is just a bridge or just a building or just a city, I think there are enough people in the City of Saco that care about preserving our history. I for one would like to bring my grandchildren down there and say this is the Stackpole Bridge not this is where the bridge used to be. I think we are very short sighted. Anyone can tear the bridge up, but they can’t build it again. The people who rebuilt this building were far sighted and the people who want to tear the bridge down, are not.

Stanley Gawle, Seaside Ave. – Mr. Gawle noted that the gentleman who came up a few people before, gave the City Council a good plan. It is a plan that I think that most us with Council Budgets have to deal with. You have the money that you have and you work within that budget. If you have $200,000 left over and you have $295,000 potentially that you can take out of your capital account, game over. We have lived within our budget. Now, one of the things we have to do is to start living within our budget. The federal people don’t have to do it because they just print money, and some day when the Chinese want the national currency, we are going to need a trailer truck to get a loaf of bread. That’s where we are headed and they do this at every single level. I think it is time that we show it can be done within our means. You have already taxed us and got the money. There are people losing their houses because they can’t afford taxes. Where are those people here tonight? It is a sort of intimidating group when you get up here because everybody wants to spend money. Where does that money come from? It comes from people’s savings. If you are a retired person and getting .011 on your interest because the federal reserve has to keep this economy afloat because it is so bankrupt. They got to use their savings in order to pay their bills and if they can’t pay their bills, they have to sell their house. It is time we started thinking about those people too. They are part of the mix, residents of Saco and have probably been here for generations too. It’s time we have a good plan and if it is feasible, you should really look at it because you are living within your means and you have already got the money. If you go out to the people, you are taking a chance because the people know that you have the money already they will probably be less likely to vote for this bond issue, no matter what the amount of money is.

Elizabeth Johnston 62 Pleasant St. – Ms. Johnston was here tonight to say that the Stackpole Bridge is a historic asset to the city. I don’t think that the amount of money I have heard recited here tonight is anywhere outside of the realm of reasonable amounts of money to put into this bridge to restore it. I might even agree with Mr. Zehner that it is best not to send it out to bond. It is probably within the realm of what we have in the undesignated fund to actually accomplish that. In all due respect to everyone else here everyone in the city that is having difficulty paying their taxes, so am I. I’m on the edge like allot of other people are. But, I think that we have a responsibility to preserve what we have in this city for the kids, for the future and things that we can learn from, from our historic past.

Councilor Precourt moved, Councilor Smith seconded to close the Public Hearing and “Be it ordered that the City Council set the Second and Final Reading of the ‘Order Authorizing the City of Saco to Borrow an Amount Not to Exceed $990,000 for Improvements to the Stackpole Bridge to reopen the Simpson Road for through vehicle traffic in compliance with standard weight limitations’, for April 28, 2014.” Further move to approve the Order. The motion passed with six (6) yeas.

QUESTION #1
Shall the Order of the City Council of the City of Saco entitled “Order Authorizing the City of Saco to Borrow an Amount Not to Exceed $990,000 for Improvements to the Stackpole Bridge” be ratified and approved?
Yes ____________
No ____________
Financial Statement

The issuance of bonds and notes by the City of Saco (the “City”) is one of the ways in which the City borrows money for certain purposes. The following is a summary of the bonded indebtedness of the City as of the referendum date. The total amount of bonds of the City of Saco outstanding and unpaid is $18,577,497, of which $13,725,295 is principal and $4,852,202 is interest. The City has $0 in bonds authorized and unissued. The total amount of bonds of the City to be issued if the question authorizing this borrowing is ratified by the voters is $990,000. The total debt service costs of the bonds will vary depending on the prevailing interest rates at the time the bonds are issued. The total estimated principal and interest payments on the bonds is $1,235,300, of which $990,000 is principal, and estimated interest at fixed rates ranging from 1.625% to 5.00% (depending on the years to maturity) over 20 years for up to $495,000 of the Bonds and over 10 years for up to the other $495,000 of Bonds is $245,300.

When money is borrowed by issuing bonds, the City must repay not only the principal amount of the bonds but also interest on the bonds. The amount of interest to be paid will vary depending upon the rate of interest and the years to maturity at the time of issue. The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the estimates made of the costs involved, including varying interest rates, the estimated cost of interest on the bond amount to be issued and the total cost of principal and interest to be paid at maturity.

/s/ Cheryl Fournier
Cheryl Fournier, Treasurer, City of Saco

Order Authorizing the City of Saco

to Borrow an Amount Not to Exceed $990,000 for Improvements to the Stackpole Bridge to reopen the Simpson Road for through vehicle traffic in compliance with standard weight limitations

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

1. Bonds Authorized. Pursuant to Maine law, including 30-A M.R.S.A. 5772 and Section 6.15 of the Charter of the City of Saco and all other authority thereto enabling, there is hereby authorized and approved the issuance of general obligation bonds (the “Bonds”) of the City, and temporary notes in anticipation thereof (the “Notes”), in an aggregate principal amount not to exceed $990,000. The Bonds shall be designated “City of Saco, Maine General Obligation Bonds” and any notes in anticipation thereof shall be designated “City of Saco General Obligation Bond Anticipation Notes.” The proceeds of the Bonds and any Notes shall be used to finance the costs of engineering and design and rehabilitating and improving the Stackpole Bridge on Simpson Road in the City of Saco (the “Project”), and reasonably related costs, costs of issuance of the Bonds and any Notes, and capitalized interest prior to and during construction. The Bonds are expected to be issued in two series of Bonds as follows: (a) a low interest rate loan in a principal amount of up to $495,000 at an interest rate of 1/2 of the prime rate of interest from Maine Department of Transportation, amortized over a ten (10) year term, and (b) a conventional bond issue in a principal amount of up to $495,000, over a twenty (20) year terms. The City Council shall make all determinations regarding said Project and all terms and details of the Bonds.

2. Period of Utility. The estimated period of utility of the Project is seventy (70) years.

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

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

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

6. **Alternate Method of Sale.** In lieu of or as an alternative to the method of offering the Bonds described in section 5 above, the Treasurer is authorized to file an application for sale of the Bonds to the Maine Municipal Bond Bank (the “Bank”), and the Treasurer and Mayor are hereby authorized and empowered in the name and on behalf of the City to borrow up to $990,000 from the Bank pursuant to a Loan Agreement between the City and the Bank providing for a loan from the Bank in the principal amount not in excess of $990,000, and the Treasurer is authorized and empowered, in the name and on behalf of the City, to execute and deliver, under the seal of the City, attested by its Clerk, a Loan Agreement to be in the usual and ordinary form utilized by the Bank, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer may approve, with her approval to be conclusively evidenced by her execution thereof; the Treasurer and Mayor are further authorized to issue, sell and deliver to the Bank as evidence of the aforesaid loan of up to $990,000 and against payment therefor, Bonds in a principal amount not to exceed $990,000, such Bonds to mature and be payable on such dates and in such amounts as approved by the Treasurer and Mayor; to bear interest at the rates specified by the Bank, which rates shall be subject to approval by the Treasurer and Mayor, such approval to be conclusively evidenced by their execution and delivery of such Bonds, payable semi-annually; to be issued as a single, fully registered Bond in the amount not to exceed $990,000 maturing and payable in installments as aforesaid; to be signed by the Treasurer and countersigned by the Mayor, and sealed with the seal of the City, attested by its Clerk; and the Treasurer, Mayor and other proper officials of the City be, and hereby are, authorized and empowered in its name and on its behalf, to do or cause to be done all such acts and things as may be deemed necessary or desirable in order to effect the borrowing from said Bank of up to $990,000 and the issue and delivery to said Bank as evidence thereof of a corresponding principal amount of the Bonds of the City as authorized in this Order.

The Treasurer is further authorized to negotiate the terms of a loan from the Maine Department of Transportation, and the Treasurer and Mayor are hereby authorized and empowered in the name and on behalf of the City to borrow up to $495,000 from the Maine Department of Transportation pursuant to a Loan Agreement between the City and the Maine Department of Transportation providing for a loan from the Maine Department of Transportation in the principal amount not in excess of $495,000, and the Treasurer is authorized and empowered, in the name and on behalf of the City, to execute and deliver, under the seal of the City, attested by its Clerk, a Loan Agreement to be in the usual and ordinary form utilized by the Maine Department of Transportation, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer may approve, with her approval to be conclusively evidenced by her execution thereof; the Treasurer and Mayor are further authorized to issue, sell and deliver to the Maine Department of Transportation as evidence of the aforesaid loan of up to $495,000 and against payment therefor, Bonds in a principal amount not to exceed $495,000, such Bonds to mature and be payable on such dates and in such amounts as approved by the Treasurer and Mayor; to bear interest at the rates specified by the Maine Department of Transportation, which rates shall be subject to approval by the Treasurer and Mayor, such approval to be conclusively evidenced by their execution and delivery of such Bonds, payable
semi-annually; to be issued as a single, fully registered Bond in the amount not to exceed $495,000 maturing and payable in installments as aforesaid; to be signed by the Treasurer and countersigned by the Mayor, and sealed with the seal of the City, attested to by its Clerk; and the Treasurer, Mayor and other proper officials of the City be, and hereby are, authorized and empowered in its name and on its behalf, to do or cause to be done all such acts and things as may be deemed necessary or desirable in order to effect the borrowing from the Maine Department of Transportation of up to $495,000 and the issue and delivery to said Bank as evidence thereof of a corresponding principal amount of the Bonds of the City as authorized in this Order.

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

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

9. **Appropriation.** The sum of $990,000 is hereby appropriated to finance the Project costs, such amount to be raised by the issuance of the Bonds and/or Notes of the City. In addition, the public works department of the City may provide an additional $110,000 in services for the Project; in addition, the investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds of the Bonds and Notes, if any, are hereby appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any Project costs in excess of the principal amount of the Bonds or Notes; and (b) in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

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

11. **Referendum Vote.** Pursuant to Section 6.15 of the Charter of the City, the following question shall be submitted to the voters of the City of Saco for ratification or rejection at a referendum vote to be held on June 10, 2014: Shall the Order of the City Council of the City of Saco entitled “Order Authorizing the City of Saco to Borrow an Amount Not to Exceed $990,000 for Improvements to the Stackpole Bridge to reopen the Simpson Road for through vehicle traffic in compliance with standard weight limitations” be ratified and approved?

12. **City Clerk.** A copy of this order shall be filed with the City Clerk.
B. TAXICAB BUSINESS LICENSE – A1 CAB SERVICE – RENEWAL – (PUBLIC HEARING)

A-1 Cab Service LLC has applied for a Taxicab Business License for a term of one calendar year. The applicant paid all applicable license fees and the clerk properly advertised the public hearing in accordance with Chapter 195 – Taxicabs, Subsection 195-3 Licenses required and Subsection 195-4 Application for Taxicab Business License.

Councilor Tardif moved, Councilor Smith seconded to open the Public Hearing. The motion passed with six (6) 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 A-1 Cab Service a Business License for a term of one calendar year.” Further move to approve the order. The motion passed with six (6) yeas.

C. MUNICIPAL PROPERTY TAX DEFERRAL FOR SENIOR CITIZENS – (FIRST READING)

Mayor Pilon has requested that the City Council discuss MRSA Chapter 908-A “Municipal Property Tax Deferral for Senior Citizens”. The purpose is to provide a means for certain individuals to take advantage of the Municipal Property Tax Deferral Program for Senior Citizens enacted by the 124th Maine Legislature during its Second Regular Session, as amended, to defer certain property taxes assessed by the City of Saco, and to enable the City to collect those taxes at the end of the deferral period, with interest.

To be eligible for the program the taxpayer must meet the following criteria:

A. Property is eligible for homestead where the taxpayer has resided for at least 10 years prior to application
B. The taxpayer is an owner of the eligible homestead, is at least 70 years of age on April 1st of the first year of eligibility and occupies the eligible homestead; and
C. The household income of the taxpayer does not exceed 300% of the federal poverty level.

Councilor Tardif moved, Councilor Precourt seconded to approve the First Reading of the document titled “Code Amendment – Chapter 220, dated April 7, 2014 and to set a Public Hearing for April 28, 2014”. The motion was tied with three (3) yeas and three (3) nays. The Mayor broke the tie and voted “yea”. The motion passed with four (4) yeas and three (3) nays – Councilors Precourt, Smith and Johnston.

Code Amendment – Chapter 220, dated April 7, 2014.

(Please note that underline represents new language, while strike-through represents language to be deleted)

Chapter 220: VOLUNTEER PROGRAMS TAXPAYER BENEFIT PROGRAMS

Article I: Volunteer Citizen Work-off Program
[Adopted 12-15-2008]

§ 220-1 Purpose.

Pursuant to 36 M.R.S.A. § 6232, Subsection 1-A, the City Council adopts the volunteer program that permits claimants who are at least 60 years of age to earn benefits up to a maximum of $750 by volunteering to provide services to the City. The City Council shall establish a policy that establishes procedures and standards of eligibility for the volunteer citizen work-off program.

Article II: Municipal Property Tax Deferral for Senior Citizens

§ 220-2 Purpose.

Pursuant to 36 M.R.S.A. § 6271, the City Council adopts the municipal property tax deferral for senior citizens program.

The School Facilities Agreement was approved by the City Council on October 6, 2003. Since then, amendments have been made on an as needed basis. The Agreement is meant to memorialize the rights and responsibilities of the School Department and the City with regard to the needs and expectations pertaining to several facilities within the City. Setting forth each party’s interest has promoted better cooperation and more efficient and full use of said facilities for the betterment of our community.

With the many changes that are now required for the Facilities Agreement – essentially a new Agreement has been written with the intention of replacing the ‘School Facilities Agreement, dated 2008’.

Councilor Precourt moved, Councilor Smith seconded “Be it Ordered that the City Council hereby ordains and approves the Agreement titled, ‘Shared Facilities and Services Agreement by and between City of Saco and Saco Municipal School Administration Unit – dated April 7, 2014’.” Further move to approve the order. The motion passed with six (6) yeas.

SHARED FACILITIES AND SERVICES AGREEMENT

By and Between
City of Saco, a Municipal Corporation

and

Saco’s Municipal School Administration Unit (MSAU)

Dated April 7, 2014

INTRODUCTION:

1. The purpose of this Facilities and Services Agreement, herein referred to as the “Agreement” is to memorialize the rights and responsibilities of each party by and between the “City” and the “Municipal School Administration Unit” with regard to municipal facilities and services. Each party has unique needs and expectations as concerns these facilities and it is intended that setting forth each party’s interest will promote better cooperation and more efficient and full use of said facilities, all for the betterment of the community.
GENERAL CONDITIONS:

1. The City and Municipal School Administrative Unit agree that the Director of Parks and Recreation or his/her designee will be the primary contact for the City except for matters involving infrastructure such as parking lots, sewers and drains, etc. and vehicle maintenance in which case the primary contact shall be the Director of Public Works or his/her designee. The Municipal School Administration Unit (MSAU) 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 MSAU, determination of priority will be at the discretion of the Director of Parks and Recreation or Public Works, as appropriate.

3. For all facilities set forth below, with the exception of shared facilities, the MSAU shall be fully responsible for any capital improvements. The City shall be responsible for capital improvements outside of school buildings. Prior to any capital improvements on the shared buildings: Public Works Facility, both the MSAU and the City will meet to discuss improvements. Additionally, 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 up to the exterior wall of each applicable building.

4. All school specific events such as book fairs, concerts, and plays, etc. held inside buildings or events such as physical education classes or field days on outside fields which, as a result will require a City program to relocate, the MSAU is required to notify the City 2 weeks prior to the event.

5. A protocol for scheduling all school sanctioned “makeup games” include:
   a. Contact a Saco Parks and Recreation Department representative for confirmation of site and location;
   b. Request the event using the common scheduling program.

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

7. For all fields described hereunder, the City shall determine the adequacy and safety of such facilities, determine which uses shall be permitted upon each field, and determine whether a field is suitable for use.

8. Coordination of Facility Use.
   A. A common scheduling program will be used by the Parks and Recreation Department and the MSAU to alleviate scheduling conflicts;
   B. 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.
C. Group Definition: (1) school or school sponsored, or funded; (2) City Parks and Recreation department. (3) Old Orchard Beach/Saco Adult & Community Education.

D. Others requesting to hold events at a school facility, not sponsored by a school or parks and recreation group as defined above, will need to verify that the MSAU and the Parks and Recreation Departments have not scheduled a use for the facility prior to holding the event.

E. Events requiring both facility and grounds use must submit their request to both the MSAU and the Parks and Recreation Departments using the common scheduling program. The MSAU may not approve any outside use of the building without permission from the Parks and Recreation Department.

F. Events held outside the facility will be scheduled with the Parks and Recreation Department.

G. On the common scheduling program each facility will have outside designations to accommodate school request of use.

H. Events scheduled by the school, with a third party, may be bumped if a parks and recreation program need exists. Prior approval between the MSAU and the City must be made before a school program is bumped.

9. School Resource Officer – The City will provide a School Resource Officer for grades K – 8th, if the position is funded by the School Board. 

10. The MSAU will provide drivers and busses to the city as needed at a rate of $1.00 per mile plus the hourly rate of the driver. Any changes in these rates must be presented by March 1st to take effect the next Fiscal Year. Scheduling will be done with the School Transportation Department.

11. Sheltering. MSAU facilities will be provided for shelter protection, emergency lodging and feeding for evacuees displaced as a result of emergency conditions or disaster situations.

12. The MSAU will reimburse the City for the cost of labor and overhead for the maintenance of MSAU Information Technology resources. (FY15 estimated cost is $151,000).

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 the school year the City receives use of the gymnasium and cafeteria from 7:00pm until 10:00pm unless a new policy is agreed to by both parties. Janitorial maintenance of the building will be performed by MSAU custodial staff during normal business hours. Janitorial maintenance performed outside of normal business hours, or for groups with larger than normal participation may require MSAU custodial staff time for which the City will compensate the MSAU.

3. The building shall be used and maintained by the MSAU subject to the General Conditions above. The City shall have and enjoy priority of use at all other times that the MSAU 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 from the Parks and Recreation Department prior to scheduling any practices/events after these hours. A weekly e-mailed listing of all games, including make-up games will be submitted to Saco Parks and Recreation prior to the week of use to ensure that field preparation and maintenance occurs. All teams must use assigned fields for scheduled games and practices. Make ups may be allowed during the same week with permission from the Parks and Recreation Department.
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 MSAU’s responsibility.

6. The public fields on the premises shall be managed cooperatively with the following
allocation of interests. The MSAU shall enjoy priority of use of all outdoor fields prior to
5:00pm during the school year. All outside activities including physical education classes
and field days will be scheduled using the common scheduling program. Areas for these
uses will be assigned but may need to be relocated based on the need to perform
maintenance such as mowing, lining and field preparations during the day.

7. To assist with scheduling and to avoid conflicting events, game and practice schedules the
MSAU will provide the City with its schedule one month prior to the start of each sport’s
season. These will be submitted using the common scheduling program. 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 for up to 2 weeks prior to start of school.
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 MSAU.

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

11. Busses will be parked in the lower parking lot away from the rear field area from April –
November.

GOV. JOHN FAIRFIELD SCHOOL: 75 Beach Street

1. The MSAU shall maintain the school building at the premises. The remainder of the
premises open space is a public park, and shall be maintained by the City. The MSAU,
however, shares use of the park with the public during school hours.

2. During the school year the City will use the gymnasium and cafeteria from 5:00pm until
9:00pm unless a new policy is agreed to by both parties. Janitorial maintenance of the
building will be performed by school custodial staff during normal business hours.
Janitorial maintenance performed outside of normal business hours, or for groups with
larger than normal participation may require MSAU custodial staff time for which the City
will compensate the MSAU. Routine maintenance of the cafeteria/gym floor to be done
between the end of the late bus departing and the beginning of program to ensure the safety
and usage of the cafeteria gym.

3. The facility will be available for use by the City for after school programs and during the
summer months for the specific purpose of Summer Day Camp programming for up to 2
weeks prior to start of school. Areas needed by the City for summer programming include
the gym, cafeteria and one storage/staff area.

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

5. The MSAU 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 MSAU. The City shall enjoy at all other times of non-school use a priority over
all other parties.
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 MSAU 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 MSAU, 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. The city will continue to keep the fire lane open.

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

5. All activities involving both inside and outside use or just outside use must be requested using the common scheduling program and approval by the Parks and Recreation Department.

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 the school year the City will use the gymnasium and cafeteria from 5:00pm until 9:00pm unless there is a new policy agreed to by both parties. Janitorial maintenance of the building will be performed by school custodial staff during normal business hours. Janitorial maintenance performed outside of normal business hours, or for groups with larger than normal participation may require MSAU custodial staff time for which the City will compensate the MSAU.

3. This facility will be available for use by the City for after school programming and during the summer months for the specific purpose of Summer Day Camp programming for up to 2 weeks prior to start of school. Areas needed by the City for summer programming include the gym, cafeteria and one storage/ staff area

4. The MSAU 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 MSAU 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 policy with the U.S. Department of the Interior, must remain available for public use at all times, although the MSAU will have priority of use to the baseball diamond for middle school athletics subject to scheduling by the Director of Parks and Recreation. The City shall maintain Memorial Field. The City will also receive advance notice of any special activities or events requiring use of the field using the common scheduling program. All outside activities including physical education classes and field days will be scheduled using the common scheduling program. Areas for these uses will be assigned but may need to be relocated based on the need to perform maintenance such as mowing, lining and field preparations during the day.

7. Use of the baseball diamond is for middle school athletics only and should not be used during field days, physical education classes or recess.
8. All activities involving both inside and outside use of the facility must be requested using the common scheduling program, then subsequently approved by the Parks and Recreation Department.

9. The License Agreement in effect and dated February 1978, between the City of Saco and Saco Little League shall be honored (see appendix)

10. The MSAU 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.

CENTRAL ADMINISTRATIVE OFFICE: 90 Beach Street

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

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 MSAU 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 submitted using the common scheduling program.

4. 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. The Saco Community Center will act as an emergency evacuation center for Young School.

80 COMMON STREET

1. This Policy is intended to cover the parking lot, entryways and fields around the facilities at 80 Common Street, also known as the Old Orchard Beach/Saco Adult & Community Education Center.

2. This facility shall be for the use of the MSAU for the Old Orchard Beach/Saco Adult & Community Education program. The MSAU shall have priority of use to these facilities. The operation, maintenance and upkeep of the building, shall be the responsibility of the MSAU. The MSAU shall also be responsible for maintenance of the walkways and entryways servicing the building.

3. For those times when the MSAU is not using the building, the City may make use of the facilities but the City shall secure the MSAU’s prior approval.
4. The MSAU may use one bay in the storage building located at 80 Common St. Building C.

HIGH SCHOOL TRANSITION PROGRAM: 80 A COMMON STREET

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

2. The MSAU shall have priority of use of this facility. The maintenance and upkeep of the building, and all electrical usage, shall be the responsibility of the MSAU.

3. For times when the MSAU is not using the building, the City may make use of the facilities with the MSAU’s prior approval.

4. The MSAU shall 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 MSAU use.

PUBLIC WORKS FACILITY: 351 North Street

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

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

3. Maintenance of School Buses by Public Works: The MSAU will reimburse the City for the cost of labor, parts and overhead for the maintenance of school buses.

CITY HALL AUDITORIUM: 300 Main Street

1. The use of City Hall Auditorium is encouraged for all Board of Education meetings allowing for cable casting of meetings. There will be no charge for the use of the facility or service. The IT staff will provide resources for cable cast of the School Board meetings.

2. Scheduling of meetings at City Hall shall be coordinated with the City Administrator’s Office.

By:

Kevin Lafortune                 Don Pilon
School Board Chair             Mayor

Legislative History:
Approved October 6, 2003
(Amended April 26, 2004)      (Amended January 1, 2005)
(Amended January 22, 2007)    (Amendment March 17, 2008)
(Amendment September 2, 2008) (Amendment April 7, 2014)
VI. CONSENT AGENDA

Councilor Smith moved, Councilor Johnston seconded to approve consent agenda items #A, B and C as follows:

A. Be it ordered that the City Council approve the minutes for March 17, 2014. Further move to approve the order;
B. Be it Ordered that the City Council does hereby approve with reference to York County Superior Court Docket #CR-14-66—Criminal Forfeiture, of the transfer of assets to the City of Saco, pursuant to 15 M.R.S. §5824(3) and/or §5826(6). Further move to approve the order;
C. Be it Ordered that the City Council grant the application for a License to Operate a Game of Chance as follows: Pull Tickets, Daily Attendance and Queen of Hearts from April 1st to June 30, 2014 as submitted by the Biddeford & Saco Elks #1597.” Further move to approve the Order.

The motion passed with six (6) yeas.

The complete item commentaries are listed below.

B. ASSET FORFEITURE – DORSEY

The Office of the Attorney General requires the legislative body of the municipality involved in any asset forfeiture to publicly vote to approve the acceptance of the assets each and every time the courts make them available for disposal.

This matter, State v. Alvin Dorsey involves the forfeiture of $3,900.

C. APPLICATION FOR A LICENSE TO OPERATE GAME OF CHANCE – BIDDEFORD SACO ELKS #1597

Biddeford & Saco Elks #1597 has applied for a License to Operate a Game of Chance as follows: Pull Tickets, Daily Attendance and Queen of Hearts from April 1 to June 20, 2014.

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

VII. ADJOURN THE MEETING AND CONVENE THE WORKSHOP

Mayor Pilon adjourned the meeting with the unanimous consent of the Council. TIME: 8:06 p.m.

VIII. ADJOURN THE WORKSHOP AND RECONVENE THE MEETING

Mayor Pilon adjourned the workshop and reconvened the meeting with the unanimous consent of the Council. TIME: 10:47 p.m.
E. VOLUNTEER CITIZEN WORK-OFF PROGRAM

This year marks the fifth year of the City’s Volunteer Senior Tax Workoff Program. This program has been successful in matching up Saco Senior Citizen property owners with City Departments in order to assist the department with accomplishing tasks and providing an opportunity for citizens to earn tax abatement credits toward their property tax bill. More specifically, this program allows for a senior citizen (who qualifies under the program guidelines) to work up to 100 hours in order to earn a tax credit (abatement) of up to $750.00 toward their real estate tax bill. The City will grant a total of 30 such tax credits (abatements) during Fiscal Year 2013/14. A departmental distribution of volunteer in 2014 is as follows:

Total 30 Volunteers
(20) Transportation Center   (2) Human Resources
(2) Parks and Recreation   (2) Finance
(1) Public Works   (1) City Clerk
(2) Human Resources   (2) Fire Department

NOTE: The statutory authorization for this program was repealed, in error, by the Legislature when it de-authorized the Circuit Breaker Program in June 2013. The program was reauthorized (retroactively to June 2013) as of March 9, 2014.

There was discussion on increasing the number of applicants to 40 so that there would be additional coverage for the Transportation Center.

Councilor Cote moved, Councilor Johnston seconded “Be it Ordered that the City Council re-authorize the Volunteer Citizen Work-off Program application and further authorizes the Assessor to abate up to 40 applicants as part of the Senior Citizen Work for Taxes Program for FY2014/15.” Further move to approve the Order. The motion passed with six (6) yeas.

IX. ADJOURN THE MEETING AND RECONVENE THE WORKSHOP

Mayor Pilon adjourned the meeting and reconvened the workshop with the unanimous consent of the Council. TIME: 10:50 P.M.

X. ADJOURNMENT

Councilor Johnston moved, Councilor Cote seconded to adjourn the workshop. The motion passed with unanimous consent. TIME: 10:55 p.m.

Attest:_______________________________
Michele L. Hughes, City Clerk