STATE OF MAINE

COUNTY OF YORK                                              CITY OF SACO

I. CALL TO ORDER – On Monday, May 19, 2014 at 7:05 p.m. a Council Meeting was held in the City Hall Auditorium.

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

III. PLEDGE OF ALLEGIANCE

IV. GENERAL:

LETTER FROM THE COMMISSIONER OF THE DEPT. OF ENVIRONMENTAL PROTECTION

Last week Commissioner Patricia Aho from the Dept. of Environmental Protection came down and met with City Administrator Rick Michaud, Mayor Pilon and Public Works Director Patrick Fox. They walked out and looked at the Camp Ellis Jetty issue and talked about that with her. Her staff members also went out and reviewed the erosion problem that we have at Camp Ellis. Ms. Aho was quite surprised with the erosion. They explained to her what has happened over the years and he number of houses that were lost and all the infrastructure out there and she was quite amazied. While here Water Recovery Division Director Howard Cater also gave her a tour of their facility. After the visit she wrote the city a letter commending them on the pride and care the city has in its facilities and noting that Waste Water Treatment operators are the front line defenders of Maine’s natural resources and Saco’s treatment operators are not different. You have a proven record of ensuring that the people and environment are protected.

V. AGENDA:

B. FEE INCREASE DISCUSSION WITH MAINE WATER COMPANY

President of the Maine Water Company Judy Wallingford was here this evening to talk about the company. The company is a collection of water systems around the state consisting of 21 communities, 4 of which are around here. Twice a year they survey their customers and right now they have a 93.9% satisfaction rating. They really try to be a part of the community and make sure as we are doing capital projects and work in the community that we reach out to them and we are also environmental stewards as well. We are a regulated monopoly and believe in open discussions about who we are and what we do. In the last 16 months they have hired some expertise in the consulting engineering world to do a full assessment of the water system and of the water treatment plant. The treatment plant needs work and there is allot of aging infrastructure around as well. The distribution system needs some attention as well. The former management of the Biddeford Saco Water company did a very good job of keeping rates low, but as part of that we believe that there needs to be an enhanced accelerated investment of replacing some of the aging infrastructure. Last year we invested over $2 million in upgrades and our budget for 2014 is close to $4 million and there is allot more to do. The corporate office has moved to Saco in the Industrial Park. As far as the rate increase, they have a number they proposed to municipalities, but the number isn’t final yet. Once the number is finalized, they need to file with the PUC who has up to 9 months to approve the proposed rate increases. Every customer will get a letter that will tell them what the proposed increase in and how they can participate in the process before the PUC. Water Infrastructure charge. The PUC decides what is the annual revenue requirement that is needed to be financially viable and which set of customers should pay what percentage of that increase. They have recently implemented a 2.7% water infrastructure charge which is a mechanism that the PUC allows water companies to implement for replacing aging infrastructure.

Vice President of Operations Rick Knowlton also spoke this evening. Mr. Knowlton noted that Howard Carter and
John Duross have been great volunteers on our advisory committee. We have been working on system assessments and a comprehensive facility plan. There about 240 miles of water mains in the system and on a 100 year life cycle, you will replace a couple miles of mains a year if you are keeping up on that program, but that was not what was happening with the prior owners. The former owners only repaired the mains and the system was functioning with a service level that was adequate and the water rates reflected that policy and approach. The assessment shows that there is a immediate need of almost $3 million worth of investment in the treatment plant and the distribution system. Short term needs were closer to $10 million and the sustainable water system plan adds over $25 million more to that number. These are very big numbers and they haven’t been seen in these communities ever. We need some time to put some strategy together and how to move forward in the best possible light. One of the challenges is whether to repair or replace the existing plant that it is in the flood plain of the Saco River. There was a big discussion this morning about eliminating the disinfection chemical (chlorine gas) we use and has been in use in the community for decades. This is a highly toxic substance and we have it in enough quantity so that we are required to comply with several aspects of the clean air act, risk management plans, OSHA standards and Emergency Management Program for chlorine gas. So we are investing to change to far better chemicals that do the same thing. There is a formula that is determined by several different variables how much revenue as a percentage of total revenues the community served by the water system should pay for public fire protection service. This reflects the cost of storage tanks, treatment and the size of the pipes. It is the capacity of the system to provide fire protection service. In this system that serves different communities, the count of individual fire hydrants by community was the way that revenue number was allocated to the 4 towns. It is not about how much water you use, but having the water available when and where you want to use it. The 2.7% water infrastructure (WISK) charge is being used to recover the $2 million invested last year. The way this mechanism works is that the company is allowed to implement a WISK charge in increments of no more than 3% and no more often than every six months. But, once this reaches a cap of 10% we are required to return to the Maine PUC and present everything and then it will be rolled into base rates if appropriate. The water company needed a rate increase of 15-20% when it merged with Maine Water and this will be a permanent plateau when moving forward. Finance Director Cheryl Fournier will contact Maine Water to get a better idea as to what the proposed increase could be for the Fire Dept. and when it will take place.

A. CABLE FRANCHISE TRANSFER FROM TIME WARNER TO COMCAST

Cable TV Network Attorney Bill August gave an overview of the franchise transfer. He noted that on April 9th Comcast and Time Warner filed a formal application for the transfer of the cable license from Time Warner to Comcast. The federal cable act provides that if the town or cities franchise requires local review of the transfer then the Council may hold a public hearing to approve or deny the requested transfer. The review criteria would be to look at the fundamentals of the new cable company in terms of its management, technical, legal and financial capability. Comcast is known to operate quite a few cable systems. The new company is required to step into the shoes of the existing company and comply with the existing regulations. It is not mandatory to have a public hearing. If the city does not have a hearing the federal law provides that the transfer is deemed to be approved. The usefulness of a hearing or a informal meeting with the representatives of the new company along with Time Warner lies not in figuring out if the new company can do the job but if in the community there are outstanding problems or different interpretations about how to comply with the license that need to be addressed. The window is 120 days to hold a hearing from the April 9th application. Hearings also provide a way for the city to maintain a working relationship with the company. This merger needs not only local approval but federal approval. The license expires Oct 31, 2017.

C. ADOPT A PARK PROGRAM

For a number of years the Parks & Recreation Department has had an informal park volunteer program. In January 2014, the City Council adopted a goal to formalize a more structured program that would engage more residents and organizations in the community.

Councilor Johnston moved, Councilor Precourt seconded “Be it Ordered that the City Council approve the Adopt-a-Park Program effective July 1, 2014.” Further move to approve the Order.
AMENDMENT – Councilor Cote moved to remove the “Time Tracking” section from the program guidelines. There was no second so the motion died.
Mayor Pilon called for a vote on the Main motion. The motion passed with six (6) yeas and one (1) nay – Councilor Cote.

What is Adopt-a-Park?
The Adopt-a-Park program is a collaboration between the citizens of Saco and city government to promote civic engagement of the community while creating a connection to our open spaces. Individuals, neighborhood/community groups, civic organizations and businesses can volunteer their time on either a routine basis or annual event to help in the maintenance and beautification of a specific park. Tasks that can be performed range from routine litter clean up, planting and maintain flower beds, trail maintenance, graffiti removal, and painting benches.

What is the time commitment?
This can vary widely by each individual and group involved. A group may choose to hold an annual spring clean up of a park while another may choose to plant and tend flower beds at one location throughout the growing season.

Our Volunteers
Adoptees of a park or open space can come from all aspects of our community:
- Individuals
- Senior Citizens
- Neighborhood Associations
- Youth Groups
- Schools
- Scouts
- Church Groups
- Businesses
- Hiking and Biking Enthusiasts

Areas to Adopt
You can adopt the entire park, trail or a particular area in a park, including:
- Playgrounds
- Courts
- Flower Beds
- Trees and Shrubs
- Trails
- Undeveloped Park Land

What You Can Do! Volunteers can:
- Pick up litter
- Rake leaves
- Report park hazards
- Remove/paint over graffiti
- Pull weeds
- Cultivate flower beds and shrubs
- Paint park benches and picnic tables
How Adopt-a-Park Works

Minimum Commitment
We ask for a minimum commitment of one year of service to your adopted park or open space.

Initial Adoption Process
- The group leader or individual must complete, sign and return the Adoption Application and Agreement form (available at www.sacorec.com.)
- Staff will process your forms and contact you with your notice of approval or denial.

Time Tracking
Volunteers must keep track of hours spent volunteering on a quarterly basis and report total hours to the Parks & Recreation Department on the Volunteer Hours Report Form. Hours are due by the 15th of January, April, July and October.
The Parks & Recreation Department documents this information and tabulates total yearly hours, which helps the program in the following ways:
- Justifies the program and need for more tools and supplies when submitting reports to City Council.
- Accounts for total donated time to the City for annual statistic reports.
- Confirms the growth or decline in volunteer participation.
- Assists students that are required to perform community service hours.
- Helps the office provide volunteer awards and recognition.

Recognition
Adopters receive:
- An official Certificate of Adoption.
- Recognition on the Adopt-a-Park web page at www.sacorec.com
- Recognition in an SPR e-mail newsletter highlighting the Adopt-a-Park Program

Renewal
An evaluation form and renewal notice will be sent out in December. It is important to return this form promptly in order to secure your adoption for the next year. We also welcome any feedback you may have to help us improve the quality of our programs.

Retirement
When you are no longer able to volunteer in your park or open space, we ask that you send a letter of resignation to the Parks & Recreation Department.

Special Note
Updated news, program information and current Adopt-a-Park forms can be downloaded at www.sacorec.com (click on the Adopt-a-Park Icon)!

Please download or request updated forms and handbooks at least once a year to ensure that you have the most current information on hand.

Adopt-a-Park Policies

- Adopt-A-Park is a program of the Saco Parks & Recreation Department.
- Adopters must abide by all state and local laws, rules and regulations, all written and verbal guidelines, directions and instructions of the Saco Parks & Recreation Department.
- Adopters’ duties and limits are defined in a letter of understanding signed by a representative of the organization, business or individual and by a representative of the Saco Parks & Recreation Department.
- Requests to adopt specific sites are processed on a first-come, first serve basis. If more than one organization simultaneously requests the same site, a lottery will be held to select which organization will adopt that particular site.
- The Saco Parks & Recreation Department reserves the right to designate specific adoption sites for special consideration, i.e., because of safety concerns.
- Adopters may not modify or add to the existing landscape or site design plan without the consent of the Saco Parks & Recreation Department.
- Adopters shall exercise reasonable and prudent judgment in their volunteer...
performance. Small children and pets present a serious safety problem at adopted sites and should not be involved in adoption activities.
- The City, as a municipal corporation, enjoys governmental immunity and, therefore, is not liable to the volunteer for injury to person or property while the adopter is performing his or her duties.
- Adopters who are injured while performing their duties may seek medical attention from a provider of their choice. Any accident or injury shall be reported to a representative from the Saco Parks & Recreation Department within 24 hours.

Safety Guidelines

All volunteers are required to follow these guidelines while performing tasks at any park.

**Do’s**
- Do lift all objects with your legs, not your back.
- Do wear light or bright colored clothing, hard soled shoes, and sturdy work gloves.
- Do use sun block or wear a hat.
- Do bring a water bottle and stay hydrated.
- Do tie bags tightly before placing in trash receptacles.
- Do wear gloves at all times.
- Do take precaution for: Biting insects; Noxious weeds; Glass, barbed wire, pipes and debris with sharp or rusted edges; and Unexpected holes or ditches
- Do work during park hours.
- Do work with a partner whenever possible.
- Do carry a small first aid kit.

Safety Guidelines continued...

- Do make sure that all volunteers in your business or organization are familiar with these safety precautions.
- Do have at least one adult supervisor for every five minors.

**Don’ts**
- Don’t overexert yourself. Be sure to take breaks, drink liquids, and dress appropriately for the weather.
- Don’t step into a roadway for any reason. Don’t pick up litter or debris on a roadway surface or close to the edge of the road.
- Don’t play around or do anything to distract passing drivers.
- Don’t bring small children or pets.
- Don’t leave children or pets locked in the car at work locations.
- Don’t stomp on bags. Injuries may occur from broken glass or sharp objects.
- Don’t pick up materials you suspect might be hazardous (dead animals, chemicals, firearms, needles, or drug paraphernalia).
- Please notify the City if a hazardous condition exists: (911 for emergencies or 284-4535 for non-emergencies).

**Teachers and Group Leaders**
- Students must be supervised at all times.
- Review safety rules carefully with students before they begin the cleanup project.
- Add any additional safety precautions you feel appropriate.

**Students and Youth**
- Stay within sight of your teacher or group leader.
- Work with a buddy.
- Don’t pick up trash near the street or curb.
- Don’t pick up any sharp objects, such as broken glass.
- Report any broken equipment, such as swings, to your teacher or group leader.
- If park workers are present doing their job, don’t run in front of them or get too close when they are working with a machine.
- Wash your hands thoroughly when you complete your work.
- Don’t run, throw objects, or engage in horseplay.
- Damaging park benches, writing on playgrounds, or destroying park equipment is NOT being a friend to the park! It costs EVERYONE – including your family – money!
D. CITY OF SACO VISION AND STRATEGIC BUSINESS PLAN DEVELOPMENT

One of the approved Council Goals for the coming year is to develop a process to create a single community Vision statement for the City for the next 10-15 years that is concrete, actionable and has sign on of key stakeholders, to replace the three current separate Vision statements. A single unified Vision for the community will:

- Incorporate multiple community perspectives on the Vision and identify how and where the City should be heading;
- Maximize the many opportunities and challenges the City currently faces, such as with the schools, economic development, and new leadership;
- Inform and guide the City Council in its deliberations, and more fully integrate the City Council in the strategic planning process; and
- Inform, align and guide the city organization’s efforts.

Included in the Vision development plan is an update to the City’s Strategic Business Plan for the next five years that will support implementing the new Vision; the city’s existing Strategic Plan is not current, and the goals from the plan do not address specific desired outcomes.

To these ends, the City of Saco developed a Request for Proposal (RFP), with the assistance of several subject matter experts and possible vendors, seeking the services of a meeting facilitator (Facilitator) to assist city staff in conducting a series of activities that will result in the two specific deliverables:

1. the development of a community vision statement for the next 10-15 years for the City of Saco that is concrete, actionable and has sign on of key stakeholders (Phase I), and
2. an update to the City’s Strategic Business Plan for the next five years to support implementing that vision (Phase II).

The Committee has three proposals for the project.

The Vision and Strategic Business Plan Development steering committee members are: Mayor Pilon, Councilors Roche and Brunswick, Personnel Officer, Executive Assistant to the City Administrator and the City Administrator. The Committee has met 8 times to date.

Estimated costs for this project are $35,000, from the Economic Development Account FY14.

Councilor Brunswick moved, Councilor Roche seconded “Be it ordered that the City Council authorize the ‘Vision and Strategic Business Plan Development Steering Committee’ to engage a Vision and Strategic Plan Consultant to facilitate the development of a community vision statement for the next 10-15 years for the City of Saco that is concrete, actionable and has sign on of key stakeholders (Phase I), and (2) an update to the City’s Strategic...
Business Plan for the next five years to support implementing that vision (Phase II), for a cost not to exceed $34,940.”

AMENDMENT – Councilor Cote, Councilor Smith moved to require that it be done by the staff in-house at no cost to the city. The motion failed with two (2) yeas and five (5) nays – Councilors Precourt, Brunswick, Roche, Tardif, and Johnston.

TABLED – Councilor Roche moved, Councilor Brunswick seconded to bring before the council the three proposals to vote for one or none and whereas the council has ample time to review the proposals before the June 2nd Council meeting. The motion passed with five (5) yeas and two (2) nays – Councilors Tardif and Cote.

VI. CONSENT AGENDA

Councilors requested to have items #2 and #3 pulled for discussion. Councilor Smith moved, Councilor Roche seconded to approve consent agenda items #1, 4 and 5 as follows:

1. Be it Ordered that the City Council approve the minutes for April 28th, May 5th and May 12th, 2014;
4. Be it Ordered that the City Council approve the Warrant and Notice of Election, calling a Budget Validation Referendum for June 10, 2014. Further move to approve the Order;
5. Be it Ordered that the City Council grant the application for a License to operate Games of Chance as follows: Pull Tickets, Daily Attendance and Queen of Hearts from July 1, 2014 – September 30, 2014 as submitted by the Biddeford & Saco Elks #1597. Further move to approve the Order.

The motion passed with seven (7) yeas.

The item commentaries for the above consent agenda are listed below.

2. AWARD COMMERCIAL LEASE FOR 63 SCHOOL STREET

Since April 2008, the City has been leasing the property at 63 School Street to the Oasis Club. The five year lease has expired and the Oasis Club would like to renew the commercial lease for another 5 year term.

Councilor Precourt moved, Councilor Smith seconded “Be it Ordered that the City Council authorize the City Administrator to execute the document titled, ‘Commercial Lease, May 19, 2014, by and between the City of Saco and the Oasis Club for the property at 63 School Street’. Further move to approve the Order.

AMENDMENT - Councilor Precourt moved, Councilor Smith seconded that we up the rent from $100 to $450 a year to cover the insurance cost. Councilor Precourt withdrew his motion and Councilor Smith withdrew his second.

Mayor Pilon called for a vote on the Main motion. The motion passed with seven (7) yeas.
COMMERCIAL LEASE  
May 19, 2014

THIS LEASE AGREEMENT, entered into on and as of this 19th day of May, 2014, by and between the City of Saco, a municipal corporation, having a principal place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and the Oasis Club having a principal place of business at 199 Main Street, William S. Kany, Registered Agent, P.O. Box 1179, Saco, Maine (hereinafter referred to as “Tenant” or “Oasis”).

WITNESSETH:

1. SUBJECTS REFERRED TO. Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article.

(a) Landlord: City of Saco
   300 Main Street
   Saco, Maine  04072

(b) Tenant: Oasis Club
   P.O. Box 851
   Saco, Maine 04072

(c) Premises: 63 School Street, Jordan School Building

(d) Permitted Uses: Meeting space

(e) Term Commencement Date: see paragraph 3, below

(f) Term: 5 Years.

(g) Renewal Option: There is no right to renewal. Parties must negotiate.

(h) Base Rent: $100.00 per year.

(i) Utilities: Water, Heat, Telephone, Cable, Internet, and Electricity.

(j) Insurance Coverage: Shall mean bodily injury, fire, casualty and property damage coverage of not less than $1,000,000.00 per occurrence.

(k) Landlord Improvements: see paragraph 2A, below.

(l) Tenant Improvements: see paragraph 2B below.

(m) Assignment/Sublease. Not allowed.

2. PREMISES. The premises is leased as is, where is, without warranty or covenant as to habitability or fitness for use. The Tenant accepts the conditions and expresses the intention to use the premises to hold meetings of more than 1 and not more than the number of people authorized by Fire and Life Safety Codes.

   A. Landlord Improvements. The Landlord shall not be responsible for any improvements.

   B. Tenant Improvements. The Tenant shall maintain the building in compliance with City building codes.

3. TERM. Tenant shall have and hold the Premises, unless sooner terminated, for a term of five (5) years commencing on the Term Commencement Date. The term shall commence on May 19, 2014.
4. RENT. The yearly rent is to be paid on the Term Commencement Date, and each anniversary of said date thereafter until termination. Payments made more than fourteen (14) days after the due date are subject to a $100.00 late fee, and interest accruing at twelve (12) percent interest.

5. RENEWAL OPTION. Renewal is completely at the sole discretion of The City. Tenant may notice Landlord of its interest to renew at any time during the final year of occupancy.

6. COMMON EXPENSES: There shall be no common expenses.

7. UTILITIES. Tenant is responsible for the costs of all water, heat, electricity, telephone, cable and internet services it uses. Tenant shall be responsible for the payment of any deposits or similar charges required to be paid in connection with the supply of these services.

8. TRASH. The Landlord shall provide a trash and recycling carts for the premises at a designated location. The Landlord will pick up those carts as part of its solid waste collection programs.

9. PARKING. The Tenant shall maintain all parking spaces associated with the premises.

10. PERMITTED USES.

(a) The Tenant shall use the premises for the particular business purpose stated in Article 1 (d), Tenant may not use the premises for any other purposes without the prior written consent of Landlord. No use, trade, occupation or undertaking shall be conducted or commenced in the premises which would be unlawful, improper, noisy or offensive, or contrary to any state of federal law, regulation, or any municipal by-law or ordinance.

(b) It shall be Tenant’s responsibility to assure that any use conducted within the premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes (“City Codes”). The failure of Tenant to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

(c) In no event or circumstance shall Tenant bring onto the premises, or store within the premises, any toxic, explosive, special hazardous or waste materials, or waste, nor in any manner or form violate Maine’s Hazardous Waste Acts (38 MRSA, Sections 1301, et seq. and 1351 et. seq.); and the following Federal Acts: Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) as Amended; and 42 U.S.C. 6921, et seq. (“Solid Waste Disposal Act”), as Amended.

12. QUIET ENJOYMENT. Tenant shall peacefully and quietly enjoy the leased property for the intended purposes without disturbance of Landlord. It shall be a breach of this Lease for Tenant or any employee, agent or guest of Tenant to cause a disturbance, or to threaten, intimidate or interfere with any third parties at the premises, or the Landlord.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

(a) Tenant shall keep the leased Premises in a neat, clean and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear excepted.

(b) With the exception of these improvements set in Section 2(B), Tenant shall make no other alterations in, or additions or improvements to the Premises, without first obtaining in writing the Landlord’s written consent, to such alterations or improvements.

(c) Any alterations or additions authorized by the Landlord shall be performed with care, in a workmanlike manner, and shall be at Tenant’s cost unless otherwise agreed in writing.
14. INSURANCE AND INDEMNIFICATION.

(a) Tenant agrees to and does hereby indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorney’s and other professional fees, in connection with any loss of life, personal injury and/or damage to property arising from or related in any way to the occupancy or use by Tenant of the building or any part thereof.

(b) At all times after the execution of this Lease, Tenant will take out and keep in force, at its expense, premises liability insurance which provides a minimum of $1,000,000.00 for single claims and not less than an aggregate of $2,000,000.00 of liability coverage per year with respect to personal injury and death. Said insurance shall provide for coverage of all third parties, who might be harmed or injured, or suffer property damage, as a result of any negligent act of the Tenant. Proof of such coverage shall be due at the execution of this Lease, and upon each yearly anniversary thereafter if said Lease is extended or renewed. The policy shall name Landlord as an additional named insured.

15. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Premises shall be damaged by fire or other casualty or condemned by public authority so as to render the same untenanted in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord, provided, however, that in case the Premises damaged by fire or any other casualty that the Landlord shall not desire to rebuild, or if the Premises be taken by condemnation, this Lease shall terminate at the Landlord’s option and rent shall be apportioned to the time of such termination. Tenant shall be given prompt notice of any decision not to rebuild, or of condemnation.

16. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign, mortgage or encumber this Lease, nor sublet or permit the leased Premises or any part thereof to be used by others.

17. DEFAULT.

(a) The following events shall be deemed to be events of default by Tenant under this Lease:

(i) Tenant shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days, or

(ii) Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within fourteen (14) days after written notice specifying the nature of such default; or

(iii) Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or

(iv) Tenant shall become insolvent, admit in writing its inability to pay its rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit a creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.

(b) Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within twenty (20) days after written notice by Tenant to Landlord reasonably specifying the default alleged, and specifying wherein Landlord has failed to correct or abate said default.
18. REMEDIES UPON DEFAULT. In the event of a default, Landlord shall have all remedies under law and equity, as well as those remedies herein set forth below:

(a) Landlord may reenter the demised premises immediately and remove the property of Tenant, store the property in a public warehouse or at a place selected by Landlord, at the expense of Tenant.

(b) Landlord may terminate this lease agreement. Landlord may file suit to recover from Tenant all damages resulting from the breach, including, but not limited to, the cost of recovering the demised premises, the balance of the rent payments remaining due and unpaid under this lease agreement, and any and all attorneys’ fees incurred to enforce its terms and conditions.

(c) Landlord may relet the demised premises or any part of the demised premises for any term at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the demised premises.

(d) In the event Landlord fails to remedy its default within the time permitted, Tenant may invoke any and all remedies provided for under law and equity.

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

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

To Tenant: Oasis Club
P.O. Box 851
Saco, Maine 04072

To Landlord: City of Saco
C/O City Administrator
300 Main Street
Saco, Maine 04072

21. SURRENDER. The Tenant shall at the expiration of this Lease remove all of the Tenant’s goods and effects from the demised premises within seven (7) days. The Tenant shall deliver to the Landlord all keys, locks thereto; and other fixtures which Landlord does not request Tenant to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty excepted.

22. NO SMOKING POLICY. Tenant, employees, agents and guests are prohibited from smoking in any part of the premises except in those locations designated by Landlord, if any.

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

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

WITNESS: TENANT:

__________________________
Signature

Print Name

Print Name

Title

CITY OF SACO:

__________________________
Richard Michaud
City Administrator
3. EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

The Bureau of Justice Assistance has notified the City of Saco that it is eligible to receive $13,831 in Edward Byrne Memorial Justice Assistance Grant funding. The Police Department would like to use the funding to partner with Old Orchard Beach in establishing a warrant service team to improve officer and citizen safety by permitting additional specialized training for officers tasked with the service of higher risk search warrants and warrants of arrest.

The funding will be used to purchase equipment necessary for this task.

Councilor Smith moved, Councilor Precourt seconded “Be it ordered that the City Council has reviewed the Edward Byrne Memorial Justice Assistance Grant application and lends its support.” Further move to approve the order. The motion passed with seven (7) yeas.

Bradley S. Paul
Chief
Raynald N. Demers
Deputy Chief
Operations Bureau
Jeffrey C. Holland
Deputy Chief
Support Services

CITY OF SACO, MAINE
DEPARTMENT OF POLICE
20 STORER STREET, SACO, MAINE 04072

MEMORANDUM

To: Mr. Richard Michaud, City Administrator
Saco City Council
From: Chief Bradley Paul
Date: May 15, 2014

RE: Justice Assistance Grant

Toward the end of April the police department received notification of eligibility to receive $13,831 in Justice Assistance Grant funding. It is a formula grant, awarded on the basis of population and crime rate.

The timelines for submission are often very short, as they are in this case, which has a submission date of June 10, 2014, with a 30 day review period prior to the submission date.

As the grant application asserts, we propose to use the funding to create a warrant service team of officers whose duties would include the service of search warrants and arrest warrants when the circumstances indicate that such service comes with a higher risk. It is very common for officers to serve warrants on individuals who have previously committed violent crimes; who have drug histories; or who are known to have weapons present. These factors increase the risk to officers serving the warrants, and it is well-established that specialized training for a smaller number of officers will reduce that risk, improving officer and ultimately, citizen safety.

The Maine State Police Tactical Team (MSPTT) has been a valuable resource for more serious incidents such as barricaded suspects or hostage situations, but it remains the responsibility of the local communities to handle events that fall below the mission statement of the MSPTT.

We are partnering with the Old Orchard Beach Police Department, who will be making an equal financial and staff commitment to this project.
Project Abstract

Applicant: City of Saco Police Department

Project Title: Saco Police Department Warrant Service Safety Initiative

Project Identifiers: Officer Safety; Equipment-General; Equipment-Tactical; Communications

The overall goals of this project are to improve officer safety and citizen safety by providing an organized, appropriately equipped response capability on medium-risk events the police department frequently encounters.

The City proposes to do this by collaborating with the Town of Old Orchard Beach, its neighbor to the northeast, to develop the capability to assess, evaluate and respond to heightened-risk events that occur within the boundaries of the two cities by use of a trained Warrant Service Team. This team will be trained and equipped to serve search warrants and warrants of arrest in situations where the circumstances indicate higher level of risk to citizens and officers. The strategy will take place in the following steps:

1. **Policy Development** Staff is currently in the planning stages for the development of policies which will ensure that team selection, training and projected usage occurs in compliance with established criteria.

2. **Personnel Selection** Team members will be selected on the basis of background, experience and suitability for participation.

3. **Equipment** The purchase of equipment necessary to ensure the safety of participating officers will be made in the formative stages of this project.

4. **Training** Personnel will receive training appropriate to the mission for which they are tasked.

5. **Communications** As part of this project, portable radio chargers will be purchased, enabling officers the capability of having radio contact with Communications from the moment they leave their homes enroute to the police facility.

This project will be coordinated under the auspices of the City of Saco Purchasing policy and overseen by the Deputy Chief, Operations.
Program Narrative

The grant funding requested will fall under the category of Equipment as it will be used in the development of a specialized warrant service team and to purchase additional communications equipment.

Statement of the Problem

In 1988 Saco, Old Orchard Beach and Biddeford perceived a need to develop an enhanced ability to respond dangerous situations and combined resources to form a so-called “Tri-Community Tactical Team”. The team existed for more than twenty years, and was eventually folded a few years ago due to the difficulty of maintaining enormously increased training costs associated with new standards the Maine Criminal Justice Academy established for “certified” tactical teams.

The three communities now utilize the response capability of the Maine State Police Tactical Team (MSPTT) for high risk events that meet the criteria established in an Academy certified risk matrix tool designed to standardize the assessment of risk by police departments.

The MSPTT has a limited role, however, and is simply unable to offer coverage for events that don’t merit a “high risk” designation by the MCJA matrix, but still carry a level of risk too high for police departments to contemplate handling by rank and file staff without specialized training.

Saco and Old Orchard Beach have decided to form a warrant service team trained and equipped to bridge the gap between the types of low risk warrants and arrests police officers have made from time immemorial and the high-risk types of events that clearly require the services of a highly trained, cohesive, full service tactical team like the Maine State Police Tactical Team.

It is anticipated that the warrant service team will handle all medium risk (as determined by the Maine Criminal Justice Academy, FBI-based ‘Risk Matrix’ tool) search and arrest warrants, ensuring a highly consistent, coordinated approach that will ensure personnel and citizen safety; permit the communities to target officers in need of increased and specialized training; and provide for a very consistent, planned response, reducing liability for the communities as an added benefit.
Timeline

Policy development will be completed by August 1, 2014

Warrant service team equipment purchased will be completed within 60 days of grant award.

Communications equipment will be purchased within 60 days of the grant award.

Goal, objective, activity and performance measure:

<table>
<thead>
<tr>
<th>Goal #1</th>
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<tbody>
<tr>
<td>Objective</td>
<td>Development and adoption of warrant service team policy</td>
</tr>
<tr>
<td>Activity</td>
<td>Develop initial draft and submit for review by agencies</td>
</tr>
<tr>
<td>Performance Measure</td>
<td>A completed policy agreed to and adopted by both agencies</td>
</tr>
<tr>
<td>Completion Date</td>
<td>August 1, 2014</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Goal #2</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Objective</td>
<td>Selection and purchase of warrant service team equipment</td>
</tr>
<tr>
<td>Activity</td>
<td>Selection and purchase of equipment according to City of Saco purchasing policy</td>
</tr>
<tr>
<td>Performance Measure</td>
<td>Purchase of designated equipment to be completed</td>
</tr>
<tr>
<td>Completion Date</td>
<td>Within 60 days of grant award</td>
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<tr>
<th>Goal #3</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Objective</td>
<td>Purchase of additional portable radio charging equipment</td>
</tr>
<tr>
<td>Activity</td>
<td>Dealers queried and quotes or sole source designation obtained</td>
</tr>
<tr>
<td>Performance Measure</td>
<td>Chargers purchased</td>
</tr>
<tr>
<td>Completion Date</td>
<td>Within 60 days of grant award</td>
</tr>
</tbody>
</table>
Budget Narrative

The Saco Police Department formerly utilized the services of a Tri-Community Tactical Team in coordination with its neighboring communities, Biddeford and Old Orchard Beach. As a result of budgetary considerations and regulatory changes at the State level, several years ago the TCTT was disbanded. When the need for a full service SWAT team is needed, the Maine State Police are notified and respond.

This leaves a void, however, and creates safety considerations that must be addressed by the police departments. Saco and Old Orchard Beach are collaborating on the development of a Warrant Service Team to bridge the gap that exists between routine responses that come under the duties expected of the patrol division and the higher risk responses that require the notification of the Maine State Police. This approach save both communities money as it will combine our resources and reduce the financial and staff commitment necessary if one of our two communities were to attempt this on its own.

Funding will be used to purchase equipment to outfit a Warrant Service Team comprised of members of both the Old Orchard Beach Police Department and the Saco Police Department.

The amount of funds necessary to meet this need will be $13,099.43

The department also intends to purchase 12 portable radio chargers for existing department portable radios with these funds. The cost of these chargers will be $750.00.

The Saco Police Department is proposing to allocate the $13,831.00 in Edward Byrne Memorial Justice Assistance Grant funds as follows:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Ballistic Vest</td>
<td>$650.00</td>
</tr>
<tr>
<td>Richard Cowell Body Armor Carriers</td>
<td>$450.00</td>
</tr>
<tr>
<td>Revision A1 Hi-Cut Ballistic Safety Helmet</td>
<td>$699.99</td>
</tr>
<tr>
<td>Wiley Safety Glasses</td>
<td>$72.00</td>
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<tr>
<td>Streamlight TLR-1 Weapon Light</td>
<td>$143.99</td>
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<tr>
<td>5.11 Rush 72 Backpack</td>
<td>$170.99</td>
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<tr>
<td>5.11 Skyweight Side-zip Boot</td>
<td>$139.99</td>
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<tr>
<td>5.11 Multicam TDU pant</td>
<td>$84.99</td>
</tr>
<tr>
<td>5.11 Multicam TDU long-sleeve shirt</td>
<td>$79.99</td>
</tr>
<tr>
<td>Outdoor Research Ironsight Glove</td>
<td>$44.99</td>
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</tbody>
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4. WARRANT AND NOTICE OF ELECTION CALLING MSAU BUDGET VALIDATION

The Saco Municipal School Administrative Unit is submitting the Warrant and Notice of Election to the Mayor and Council to call a Budget Validation Referendum for June 10, 2014.

Once countersigned by the municipal officers, the Warrant and Notice of Election will be posted on or before June 2, 2014 by Chief Paul or his designee.

5. APPLICATION FOR GAMES OF CHANCE – BIDDEFORD SACO ELKS #1597

Biddeford & Saco Elks #1597 has applied for a License to operate Games of Chance as follows: Pull Tickets, Daily Attendance and Queen of Hearts from July 1, 2014 – September 30, 2014.

The applicant has 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. ADJOURNMENT

Councilor Tardif moved, Councilor Roche seconded to adjourn the meeting at 8:40 p.m. The motion passed with seven (7) yeas.

Attest:________________________________
Michele L. Hughes, City Clerk