STATE OF MAINE
COUNTY OF YORK
CITY OF SACO

I. CALL TO ORDER – On Monday December 19, 2016 at 6:30 p.m. a Council Meeting was held in the City Hall Auditorium.

II. RECOGNITION OF MEMBERS PRESENT – Mayor Roland Michaud recognized the members of the Council and determined that the Councilors present constituted a quorum. Councilors present: David Precourt, Roger Gay, William Doyle, Kevin Roche, Alan Minthorn, Eric Cote and Nathan Johnston. City Administrator Kevin Sutherland was also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL


Mayor Michaud recognized Chief Bradley Paul as follows: Chief Bradley Paul has been employed with the City of Saco for 40 years. While achieving that amazing accomplishment, Chief Paul has distinguished himself as a community leader and a highly respected member of the Law Enforcement Community.

After being hired on August 2, 1976 Brad first worked as a dispatcher and then later became a patrol officer. In February of 1979 he was furloughed during a reduction in force at a time when the city was experiencing financial difficulties due to an imposed tax cap. He returned a few short months later to the department where he would find himself spending the remainder of his career. In 1981, Brad was promoted to Sergeant and over the next several years he would become a shift supervisor, firearms instructor and SWAT team leader. Brad became one of those people known for “getting things done”.

In August of 2002, Brad was promoted to Chief of Police. Brad spent the next 14 years leading one of the finest police departments in the state. His dedication, strong work ethic, and sense of humor come second only to his sense of compassion and desire to help people in the community. Whether it’s spending time working on Saco Bay Rotary projects, refereeing for local sports teams, volunteering at the local soup kitchen or as a mentor for the Jump Start Program, the Chief is actively engaged in the community.

Brad’s quick wittedness and his dedication to his staff, colleagues, and community will be greatly missed.

Mayor Michaud wished Brad a healthy and happy retirement, all the best with his future endeavors and we want you to think of the City of Saco often during your retirement, so we are pleased to present you with a City of Saco necktie.

➢ RECOGNITION OF RETIRING EMPLOYEE: GILLES POIRIER, BUILDING MAINTENANCE CUSTODIAN – AUGUST 31, 2001 RETIRING DATE JANUARY 6, 2017

Mayor Michaud recognized Gilles Poirier as follows: Gilles emigrated from Saint-Zacharie, Quebec as a young man to work in the Biddeford textile mills. He has been married to his wife Priscilla for 44 yrs, his first and only wife- excluding the 14 work wives he has at City Hall. He is the father of 2 daughters and 1 son; the caretaker of his brother-in-law and buddy Jerry, and Pepere to 7 grandchildren.

Prior to being employed by the City of Saco, Gilles became skilled with welding, sheet rock installation, and other fine tradesman skills. Gilles is also an excellent back gammon player and self taught harmonica player.

His professionalism, respectfulness, dependability, dedication, determination, accountability, and humility exemplify his great work ethic which is evident in his care for City Hall as if it was his own home. Whether that involves checking the clock tower for accuracy as he rounds the corner for work each day or spending a 3 day weekend stripping, sealing, and waxing the 1st floor of City Hall, to a mirror-like finish, Gilles always goes above and beyond.
Gille’s pleasant demeanor, sense of humor with employees and taxpayers, and happy go-lucky whistling will be missed through the halls of City Hall. Gilles can often be found promptly at 3:35 joining his coffee club at Main St. Dunkin Donut, and we wish him all the best in his future endeavors. Thank you, Gilles!

For all of your work as the keeper of keys to City Hall for all of these years, we are happy to present you with a Key to the City.

➢ RECOGNITION OF JESSICA RICKER, YCCC STUDENT BUSINESS OF THE YEAR AWARD RECIPIENT

The 2016 York County Business Awards, formerly known as the Entrepreneur Dinner, hosted by York County Community College was held on Thursday, November 10th in Old Orchard Beach.

Jessica Ricker received the Student Business of the Year Award for her Saco based business, Got Baked Bakery.

Jessica graduated in 2013 with a culinary degree, and worked in a bakery for 3 years. Jessica is currently attending York County Community College in pursuit of a business degree. She has always dreamed of owning her own business which is how Got Baked Bakery was born.

After purchasing a house here in Saco, Jessica applied to get her kitchen licensed. You may have sampled her whoopie pies at Louis Pizza in Biddeford or the Dunegrass Golf Club at a wedding or function. She makes not only whoopie pies, but cakes, cupcakes, cookies, pies, dinner rolls, cinnamon rolls, and more!

Her business has been growing and she hopes to eventually open a storefront one day! Congratulations, Jessica! We are happy to have you and your business as part of our community.

V. PUBLIC COMMENT

Barbara Colman, 45B Stockman Ave – This is the season to watch how policies and procedures have not been followed. Thornton Academy’s contract zone agreement not legally followed. This should have gone to the Planning Board and instead was slightly edited for the ease of all. In doing so the council voted on a document which has the ability to be appealed. Notification of an issue was presented early enough to prevent this from occurring. Instead, now the city faces a legal appeal all because a meeting was not scheduled. Let 2017 be the year city staff and council research additional details in the future to avoid such an ordeal or an appeal.

VI. CONSENT AGENDA

Councilor Minthorn moved, Councilor Doyle seconded to approve consent agenda items #A, B, C, D and E as follows:

A. Council Minutes - Be it ordered that the City Council approve the minutes for November 21 and December 5, 2016. Further move to approve the order.

B. Application for a License to Operate Games of Chance – Biddeford and Saco Elks #1597 - Be it Ordered that the City Council grant the application for a License to operate Games of Chance as follows: Nevada Gold – 2 games, Daily Attendance – 1 game and Queen of Hearts – 1 game from Jan. 1, 2017 – March 31, 2017 as submitted by the Biddeford & Saco Elks #1597. Further move to approve the Order.

C. Application for a Solid Waste Permit Casella d/b/a Pine Tree Waste and BBI Waste - Be it Ordered that the City Council grant the renewal application for a Solid Waste Permit as submitted by Casella d/b/a Pine Tree Waste & BBI Waste. Further move to approve the Order.

D. Application for a License to Operate Games of Chance – Fraternal Order of Eagles #3792 - Be it Ordered that the City Council grant the application for a License to Operate Games of Chance as follows: Dice (daily) from January 1, 2017 to March 31, 2017 as submitted by the Fraternal Order of Eagles #3792. Further move to approve the Order.

E. Appointment of Michele Hughes as Registrar of Voters - Be it Ordered that the City Council appoint City Clerk Michele L. Hughes as the Registrar of Voters for a term of two (2) years. Said term shall be from January 1, 2017 to December 31, 2018. Further move to approve the Order.
The motion passed with seven (7) yeas.

VII. AGENDA

A. SPECIAL ENTERTAINMENT PERMIT APPLICATION – BEBE’S – (PUBLIC HEARING)

Native American Investments LLC d/b/a BeBe’s has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

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

Councilor Johnston moved, Councilor Precourt seconded to open the Public Hearing. The motion passed with seven (7) yeas.

There were no public comments.

Councilor Johnston moved, Councilor Minthorn seconded to close the Public Hearing and be it Ordered that the City Council grant the renewal application submitted by the Native American Investments LLC d/b/a BeBe’s for a Special Entertainment permit to be concurrent with the establishment’s liquor license once all outstanding judgements are current with the city. Further move to approve the Order. The motion passed with seven (7) yeas.

B. SPECIAL ENTERTAINMENT PERMIT APPLICATION – RAMADA SACO PLAZA – (PUBLIC HEARING)

Northeastern Hospitality Management LLC d/b/a Ramada Saco Plaza has applied for a new Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

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

Councilor Precourt moved, Councilor Doyle seconded to open the Public Hearing. The motion passed with seven (7) yeas.

There were no public comments.

Councilor Precourt moved, Councilor Gay seconded to close the Public Hearing and be it Ordered that the City Council grant the new application submitted by Northeastern Hospitality Management d/b/a Ramada Saco Plaza for a Special Entertainment permit to be concurrent with the establishment’s liquor license”. Further move to approve the Order. The motion passed with seven (7) yeas.

C. QUITCLAIM PORTION OF WHARF STREET

Council reviewed this matter in February. Since then, the Parties have worked to get all documents prepared, but one last authorization from Council is needed, specifically authority to quitclaim a small portion of the Wharf Street right of way.

As the Council will recall, Diane and David Deering propose to deed over to the City land needed to improve access to Deering Avenue. See Exhibit B. In return, the City agreed to abandon a portion of a paper street (Forskol Street) with half of the abandoned portion running to the Deerings, and the other half to a third party/abutter. Upon completion of the land swaps, the existing Deering lot will be split into two lots with a single building on each lot improving marketability for the Deerings, and overall tax value for the City. The two Deering buildings were built many, many years ago. However, the structures are actually sited within the historic Wharf Street Right of Way, although not located in the paved/used portion of the Way. See Exhibit B. This location poses title problems for the Deerings through no fault of their own. The Parties recently determined that while the City Council previously voted to abandon the Forskol Street paper street, it had not specifically voted to transfer a limited portion of Wharf
Street to the Deerings. A Council vote is required to put the final bow on this project.

City staff at DPW, along with survey work from Dow Coulombe, has identified two connected portions of Wharf Street that will address this issue, one an area of 1151 square feet, plus or minus, and a second area of 3256 square feet, plus or minus. Transfer of these parcels will assure that the Deering structures are no longer located within the historic ROW. See Exhibit C.

Councilor Doyle moved, Councilor Minthorn seconded Be it ordered that the City quitclaim to Diane and David Deering that portion of the Wharf Street Right of Way (1151 square feet and 3256 square feet, plus or minus for each) and as identified in Ex. C for $1.00. Further move to approve the order. The motion passed with seven (7) yeas.
D. AUTHORIZE THE USE OF THE REQUEST FOR PROPOSAL PROCESS FOR CITY OWNED PROPERTY – 90 MAPLE STREET

The City acquired ownership of the property at 90 Maple Street in January, 2016 due to the non-payment of property taxes. As outlined in Chapter 81 of City Code, consideration of the sale of the City-owned property has been referred to the Planning Board “…for evaluation and a report to the City Council.” The property in this case is an existing two-family dwelling valued in tax year 2016 at $219,600. Per Chapter 81, several City departments have been asked for comments, which are attached.

The Planning Board reviewed the property and held a public hearing at its meeting of Dec. 6. Given comments from staff, and procedures outlined in City Code, the Board recommends that the property be offered for sale through a sealed request for proposals process, with details to be worked out by the City Administrator and Finance Director.

Councilor Minthorn moved, Councilor Doyle seconded Be it ordered that the City Council hereby authorizes the City Administrator to issue a Request for Proposals for the sale of real estate and real property of the city owned property located at 90 Maple Street. Further move to approve the Order.

TABLED – Councilor Cote moved, Councilor Johnston seconded to table this item for 2 weeks until the next Council meeting on January 3, 2017. The motion passed with six (6) yeas and one (1) nay – Councilor Doyle

E. CITY PROPERTY DISPOSITION – 90 TEMPLE STREET

The City took over ownership of the property at 90 Temple Street in January, 2016 due to the non-payment of property taxes in fiscal year 2014. Built in 1890, the house is an excellent example of the Queen Anne style of architecture, and listed on the National Register of Historic Places. The City now seeks to divest itself of the property, or to identify a preferred course of action. Based on the Council’s Sept. 12, 2016 workshop, a Request for Qualified Proposals was drafted and circulated to the public. By the deadline of Dec. 14, a single proposal was submitted, from Hardypond Development, LLC.

The Historic Preservation Commission met on Dec. 14, reviewed the proposal, and voted 5-0 to forward a positive recommendation to the City Council regarding the Hardypond response to the RFQP, due to the demonstrated interest and expertise with historic structures on the part of Hardypond Development, LLC.

Councilor Johnston moved, Councilor Precourt seconded to authorize the City Administrator to draft and enter into a Memorandum of Understanding with Hardypond Construction, LLC as outlined in the proposal submitted on Dec. 14, 2016 for the property at 90 Temple Street.

City Attorney Tim Murphy - Mr. Murphy noted that it is unclear how the costs will be allocated. This should be drafted to read who is going to be paid when.

Mayor Michaud noted that City Administrator Kevin Sutherland would address the City Attorney’s comments and that Hardypond is willing to work with the city to get this done and we understand that if there is any conflict this would be brought back to the Council on January 3, 2017. Otherwise we will authorize the City Administrator to produce the document that articulates the comments this evening.

City Administrator Kevin Sutherland noted that we need to issue a MOU so that Hardypond can move forward to close this up now which means Council is giving the authority to sign a MOU saying that what we discussed tonight will be in the intent of the MOU. Hardypond will move forward and button up the building and therefore they have taken that first step to get in there and do the structural analysis while the city continues to own the building up until Hardypond makes that determination with a first no-go, second no-go and either sale the property to them or we demo and recoup our costs and anything above and beyond that we first make them whole and everything else gets donated to a historic organization locally. The agreement once drafted will be sent to Council for their review prior to the signing of the document.

The motion passed with seven (7) yeas.
December 14, 2016

Kevin L. Sutherland
City Administrator
City of Saco
300 Main Street
Saco, Maine 04072

Re: Hardypond Development Company, LLC’s Response to RFQP 90 Temple Street
For the Sale, Renovation and Preservation of Real Property owned by the City of Saco, Maine
Located at 90 Temple Street, Saco, Maine (MLB # 038-168-000-000)

Dear Mr. Sutherland,

Hardypond Development Company, LLC is pleased to present our response to the City of Saco’s RFQP for disposition of 90 Temple Street in Saco, Maine. We feel the City of Saco is on the right path to getting the highest and best use for their property by soliciting proposals from the real estate market. Hardypond’s interest is to participate in preserving an important historical structure.

We fully understand that the RFQP, in selecting a developer for this site, requests a present value cash offer, yet our firm is unable at this time to make a hard offer, as there are three significant unknowns – structural integrity, architectural massing with economics, and qualification for recertification of National Park Service historic status. We believe the City is on the right path and we would like to propose a partnership with the City remaining as owner initially with Hardypond Development as development manager assisting in due diligence steps to meet the City’s goal of repairing and preserving this historic property as well as maximizing future value. We can help make good developer decisions now that will lead to a mutual benefit between the City of Saco and Hardypond. We have provided limited responses to the RFQP request below.

We understand our proposal will be evaluated on a number of factors (outlined below) including, but not limited to:

1. Ability to stabilize the structure and secure it from the elements (a hole in the roof exists due to a fire);

Week of December 27th – Dec 30th Hardypond can get heavy equipment onsite to perform sustainment repairs to the roof which will include labor, plywood sheathing, and some form of weather resistant material. This step is by no means a complete protection, but will stop the major elements from further intrusion.

2. Ability to renovate the structure and return it to its pre-fire condition;

Hardypond is first and foremost a construction company, and we have performed projects like this throughout our 26 year history.

3. Responders shall include examples of successfully executed projects similar to the parameters identified in this RFQP.

Please see the attached summary of historic projects we have completed.

4. A proposed timeline for taking occupancy of the Property under the development plan.

Steps towards highest and best use:

- Dec 2016: Repairs to roof with goal of weather tight
- Jan 2017: Structural analysis by a PE certified structural engineer assessment and report
- Feb 2017: Environmental Engineering assessment and report
- Feb 2017: Rough architectural massing for three unit apartment configuration with economics
- Feb 2017: National Park Service Historic Consultation assessment after reviewing structural engineer Assessment, architectural massing, and environmental report
- Feb 2017: First Go-No-Go Decision
- Mar 2017: National Park Service Historic Consultant Part I written application submission to NPS
- May 2017: Second Go-No-Go Decision
5. An offer of payment for the Property

Hardypond Development will invest its own capital in this partnership up to each Go-No-Go Decision milestone.

First Go-No-Go Decision = $7,200 Estimate
Second Go-No-Go Decision = $8,000 Estimate
Total Hardypond Investment = $15,200 Estimate

Total City of Saco Investment = Overdue Property Taxes

If the decision is “No-Go” at either milestone, the City of Saco would sell the property as a buildable lot to recover property taxes and Hardypond would recover due diligence costs.

If the decision is “Go” at the Second milestone, Hardypond Development would pay the City of Saco Overdue Property Taxes, and would take ownership possession of the property.

Thank you for considering our proposal to participate in this significant project.

Sincerely,

Frank Carr, Development Manager
Hardypond Development Company, LLC

From: Tim Murphy
To: Kevin Sutherland
Cc: Emily Roy
Subject: 90 Temple Proposal
Date: Friday, December 16, 2016 10:38:05 AM

Hi Kevin:

I reviewed the proposal sent by Hardypond per your request. While the call is for the Council, not me, in making that call the Council may want to consider entering a more formal agreement that fleshes out the deal a bit more fully.

As is, the proposal allows Hardypond access to the property to make some basic determinations as to potential future usefulness. That is all very reasonable. The deal foresees two decision points where Hardypond reserves rights to go forward or walk away. Again, nothing wrong there.

The main issue is that the current RFQP leaves open the actual outcome if Hardypond opts to walk away, particularly at step one. The proposal infers, but does not expressly state, that the City must demolish the structure and market the residual lot for sale. The deal infers that Hardypond recoups its investment when the City sells. However, there is no explanation for what happens to City costs: do the demo costs and past due taxes go first, and then if anything is left, is that when Hardypond gets its recoupment. But what if the money on the lot sale, never reaches even the City’s costs. Does Hardypond’s investment/review costs go unpaid?

Bear in mind also, that Hardypond’s costs are only estimates. What if those turn out to be substantially larger?

I understand the risk equation in step 2, that Hardypond can opt to take the parcel and preserve it, and all Hardypond pays us is our past due taxes. That’s fine, but again what happens if Hardypond walks away. How that gets resolved needs to be more fully spelled out.

Also, by past due taxes, I think we should indicate whether that means taxes owed today at the date of this RFQP, or is it taxes due as of the date we might quitclaim.

These are not serious issues, just rather the doc as drafted open up several questions that require review and clarification.

Happy to help.

Tim Murphy
F. ADDITION OF CHAPTER 171 – SINGLE-USE CARRYOUT BAGS TO SACO MUNICIPAL CODE OF ORDINANCES – (SECOND & FINAL READING)

Single-use carry-out bags are a pervasive part of our society, whether a small paper bag in which a store clerk places a single greeting card or the multiple plastic bags in which we carry home our groceries. However, these single-use bags negatively impact the environment, particularly plastic bags that proliferate near roadsides and can harm wildlife and marine life. More than a dozen states have introduced legislation seeking to ban the use of plastic bags. Currently in Maine, York, Portland, Falmouth, Freeport and South Portland have passed legislation encouraging the use of reusable bags, and imposing a fee on single-use bags. The current proposal is to add “Chapter 171 – Single-Use Carryout Bags” to the City of Saco’s general code, which would impose a fee on single-use bags in stores in Saco. The City’s goal is to discourage single-use bags and to encourage the use of reusable bags. We recommend the implementation of a monetary fine system for violations of Chapter 171, should the proposal be approved and go into effect. The Council reviewed this item at the Nov. 14, 2016 workshop. First Reading was held on Nov. 21, 2016. Public hearing was held on Dec. 5, 2016. Council held a second workshop 12/12/16.

Tabled - Councilor Minthorn moved, Councilor Doyle seconded to table this item until the Jan. 9th Workshop and for it to be back on the floor at the Jan. 16th Council meeting. The motion passed with seven (7) yeas.

“City of Saco Code Amendment: Chapter 171 - Single-Use Carryout Bags, November 21, 2016”

(Language that is underlined represents new language while strikethrough indicates language to be deleted).

Chapter 171, Single-Use Carryout Bags

Section 171-101, Purpose:

It is in the best interest of the citizens of Saco to protect the environment and natural resources of Maine by discouraging the distribution and use of disposable, single-use, carryout paper shopping bags, and by the restriction of single-use carry-out plastic bags. This ordinance also intends to encourage the use of reusable shopping bags in stores, as defined below.

Section 171-102, Findings:

Single-use carryout bags have an adverse effect on the environment and wildlife; and

It is important to keep the City of Saco as litter-free as possible to enhance the quality of life for Saco’s residents and visitors; and

Saco is a coastal community with a vested interest in protecting the ocean environment from plastic debris; and

The City finds that reusable bags are the best alternative to single-use carryout bags for shopping, which is accomplished through prohibiting the free distribution of single-use carryout bags by stores, as defined in this Section; and

Sec. 171-103, Authority:

This proposed Ordinance to be adopted pursuant to the City’s home rule authority pursuant to 30-A MRS Section 3001, et seq. as amended from time to time.

Section 171-104, Definitions:

Single-Use Carryout Bag. Single-Use Carryout Bag means a bag other than a Reusable Bag, as defined below, provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. The term Single-Use Carryout Bag includes compostable and biodegradable bags, including paper bags, but does not include Reusable Bags, Produce Bags, Product Bags or bags provided by pharmacists to contain prescription drugs.
Produce Bag or Product Bag. The terms *Produce Bag* or *Product* mean any bag without handles used exclusively to carry produce, meats, other food items or merchandise within the store to the point of sale inside such store or to prevent such items from coming into direct contact with other purchased items.

Reusable Bag means a bag that meets all of the following criteria:

(a) Designed and manufactured to withstand repeated uses over a period of time;

(b) Is machine washable or, made from a material that can be cleaned and disinfected regularly;

(c) Has a minimum lifetime of 75 uses; and

(d) Has the capability of carrying a minimum of 18 pounds.

*Store*. The term *Store* means a full-line, self-service retail market located in a permanent building, operating year-round, and which sells at retail a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable or non-perishable items to the ultimate consumer for direct use or consumption and not for resale.

“*Store*” does not mean:

1) Restaurants; or

2) Businesses at which food sales are an incidental part of the business. Food sales will be considered to be “ incidental” if such sales comprise no more than two percent (2%) of the business’s gross sales in the City of Saco as measured by the dollar value of food sales as a percentage of the dollar value of total sales at any single location.

Section 171-105. Single-Use Carryout Bag:

(a) No Store, as defined above, shall provide a Single Use Carryout Bag made of plastic that does not meet all the criteria as a Reusable Bag, as defined above, to a customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment.

(b) A Store may make available for sale to a customer a Single-Use Paper Carryout Bag for a mandatory, uniform charge of five cents ($0.05) per bag.

(c) All monies collected by a Store for Single-Use Carryout Bags under this Section may be used by the Store for any lawful purpose.

(d) All Stores must post signage clearly indicating the per bag charge for Single-Use Carryout paper bags.

(e) Notwithstanding this Section, no Store may make available for sale a Single-Use Carryout paper bag unless the amount of the sale of the Single-Use Carryout is separately itemized on the sale receipt.

(f) No Store shall rebate or otherwise reimburse a customer any portion of the minimum charge required in Subsection (b).

(g) Nothing in this Section shall be construed to prohibit customers from using bags of any type that the customer brings to the Store for their own use or from carrying away from the Store goods that are not placed in a bag provided by the Store.

(h) Carry-out bags for Take-Out meals from a restaurant or food ready to eat carried out from a business that prepares meals on-site for sale to the public are exempt from the definitions of a single use bag.
G. MEMORANDUM OF UNDERSTANDING WITH YORK COUNTY

Late in the fall of 2015 a discrepancy was discovered in the laws governing the long-standing practice of having municipal law enforcement officers cross-sworn as special deputies working for the counties they were employed in. This practice developed because municipal officers are frequently assigned to multi-jurisdictional enforcement teams and work outside the of the communities that actually employ them. Examples of this are the Advance Roadside Impaired Driving Enforcement (A.R.I.D.E.) teams; the Enforcement of Underage Drinking Laws (E.U.D.L.) teams, the OUI enforcement efforts, and the York County Evidence team.

Legislation was sponsored and passed by the Maine legislature to provide a protocol for a county and a municipality to develop a memorandum of understanding that legitimizes the swearing in of specially designated officers who have a demonstrated need for the cross-agency authority.

The attached memorandum is the one in use by York County Sheriff’s Department and York County municipalities requiring the authorization to employ powers of arrest beyond their municipal boundaries.

Councillor Gay moved, Councillor Doyle seconded “Be it ordered that the City Council accept the document titled, ‘Agreement between Municipal Law Enforcement Agencies in York County and the York County Sheriff’s Office, and further move to authorize the Police Chief to sign said Agreement.’” Further move to approve the order. The motion passed with seven (7) yeas.

Agreement Between
Municipal Law Enforcement Agencies in York County
And The
York County Sheriff’s Office

Agreement made this __________ day of __________, 2016 by and between the undersigned municipal police chiefs/other designees and the sheriff of York County.

Witnesseth

Whereas, Title 30-A M.R.S.A., section 2674 gives the authority to the county sheriff to grant deputy sheriff authority to municipal law enforcement officers so as to conduct investigations and enforce Maine’s laws within said county.
Whereas, notwithstanding section 501 of 30-A M.R.S.A., and except as otherwise provided by municipal charter or ordinance, the municipal officers of a town/city may authorize the chief of police or other designee to request a county sheriff to appoint a municipal law enforcement officer as a deputy sheriff.

Whereas, for authorization of municipal law enforcement officer to be appointed a deputy sheriff, it must be accompanied by an agreement between the requesting municipality and the respective county sheriff.

Whereas, both the Sheriff and the Chief of Police, or other designee, have been duly authorized by their respective governing officials to execute this Agreement binding the County and the requesting municipality;

Now, therefore, the parties do hereby agree as follows:

1. Definitions
   a. REQUESTING MUNICIPALITY: The municipality which is asking for the appointment of a qualified municipal law enforcement officer to be sworn as a York County deputy sheriff.

2. Purpose
   The purpose of this agreement is to set forth the authorization process for qualified municipal law enforcement officers to be sworn as deputy sheriffs to enable county wide criminal jurisdiction for investigation and other law enforcement purposes.

3. Employer-Employee Relationship Retained
   3.1.1 The Requesting Municipality shall be the sole and exclusive employer of the municipal law enforcement officer. Municipal law enforcement officers shall not be deemed to be employees of the York County Sheriff’s Office.
   3.1.2 Nothing herein shall be construed to create a joint employment relationship between the Requesting Municipality and York County.

4. Appointment
   4.1.1 The Chief of Police, or other designee, of the Requesting Municipality shall provide the Sheriff with written authorization from the municipal officers to request appointment of a municipal law enforcement officer as a deputy sheriff and with express authority to sign this Agreement assuming all legal responsibility for law enforcement actions of the municipal law enforcement officer while acting in the capacity of a York County Deputy Sheriff.
   4.1.2 The Chief of Police, or other designee, shall submit, in writing, the name of the municipal law enforcement officer and the law enforcement purpose of the request.
   4.1.3 The Chief of Police, or other designee, shall sign this Agreement assuming sole legal responsibility for the law enforcement conduct as a Deputy Sheriff.

5. Training
   5.1.1 All municipal officers shall be in good standing with the Requesting Municipality and meet the training requirements of Title 25, section 2804-C and 2804-E.
   5.1.2 Each municipality shall be solely responsible for the training and equipment of its personnel.

6 Indemnification and Insurance
   6.1.1 To the fullest extent permitted by law, the requesting municipality, at its own expense, shall defend or cause to be defended, its officers from and against any and all claims, losses, damages, including property damages, personal injury, death and liability of any kind, directly or indirectly, tangible or intangible, arising out of, wholly or in part, a municipal law enforcement officer acting as a York County Deputy Sheriff. The indemnity shall include the obligation to assume the cost of a legal defense and assignment of counsel subject to the consent of York County.
6.1.2 The Requesting Municipality shall indemnify and hold harmless York County, from any and all, losses, damages, including property damages, personal injury, death and liability of any kind, directly or indirectly, tangible or intangible, arising out of, wholly or in part, a municipal law enforcement officer acting as a York County Deputy Sheriff. The indemnity shall include the obligation to assume the cost of a legal defense and assignment of counsel subject to the consent of York County.

6.1.3 Without limiting the Requesting Municipality’s obligation to indemnify York County, the Requesting Municipality shall procure and maintain occurrences from insurance coverage in the amount of $1 million for municipal law enforcement officers acting as deputy sheriffs for the duration of this Agreement. The insurance shall cover all claims for injuries to persons or damage to property while working in a law enforcement capacity.

6.1.4 The Requesting Municipality shall give the York County Sheriff immediate notice in writing of any notice of claim, legal action or suit filed related in any way to the deputy sheriff authority granted to the municipal law enforcement officer.

6.1.5 Nothing herein waives or limits the sovereign or qualified immunity of the parties under Federal or State law, including but not limited to immunity pursuant to the Maine Tort Claims Act.

7 Designated Representative

7.1.1 The municipal officers of each municipality shall designate the Chief of Police or other designee for implementation of this Agreement, except as otherwise provided by municipal charter or ordinance.

7.1.2 In the event of a joint operation, all persons authorized hereunder shall be subject to the direction and control of the command officer of the Requesting Municipality requesting assistance during the duration of the operation.

8 Records & Reports

8.1.1 Records regarding performance of the obligations required by this agreement will be maintained by the respective parties. Each party will maintain the confidentiality of agency records as required by State and Federal law. Parties may seek access to the other party’s records on an as needed basis and to the extent allowed by law.

9 Communications Between Agencies

9.1.1 When a police officer uses the deputy sheriff authority to make an arrest, notification to that municipality where the arrest will occur should be made prior to that arrest. If that is not possible, notification should be made immediately thereafter.

9.1.2 The municipality is expressly authorized to release to the public/media the details of law enforcement actions by their officers while using the deputy sheriff authority. Notification to the municipality where the arrest occurred should be made prior to a media release.

10 Termination

10.1.1 This agreement shall be effective upon proper execution and agreement of the parties. This agreement may be modified upon mutual written consent of the parties.

10.1.2 The sheriff of York County has the authority to terminate this agreement with any municipality with written notification given to the Chief of Police, or other designee, of that municipality.

10.1.3 Municipalities may also terminate this agreement with written notice given to the sheriff. The decision of one municipality to terminate its participation in this agreement shall not affect the validity or operation of the agreement as to the other municipalities. Any existing defense and indemnification obligations shall survive any such termination of this agreement.

11 Duration

11.1 This agreement is valid for the duration of the sitting sheriff’s term in office. The sheriff or his designee will review the list every 4 years. This agreement will be voided upon 90 days after the swearing in of a new sheriff. It will be the responsibility of the new sheriff to renew the agreement with the chiefs of police, or other designees, in York County.
In witness whereof, the undersigned municipalities have caused this agreement to be signed by their authorized representatives, as of the day and year above written and said signatures are attached hereto and incorporated by reference.

Sheriff of York County

William L. King Jr.
Date

Chief of Police/Designee	Agency	Date

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VIII.  COUNCIL DISCUSSION AND COMMENT

There were no comments this evening.

IX.  ADJOURNMENT

Councilor Precourt moved, Councilor Gay seconded to adjourn the meeting at 7:38 p.m. The motion passed with seven (7) yeas.

Attest:____________________________

Michele L. Hughes, City Clerk