

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

I. CALL TO ORDER – On Tuesday, January 20, 2009 at 7:03 p.m. a Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS – Mayor Roland Michaud conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith Jr., Ronald E. Morton, Arthur Tardif, Eric Cote and Marston Lovell. Councilor Sandra Bastille was excused this evening. City Administrator Rick Michaud was also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL:

V. APPROVAL OF MINUTES – DECEMBER 15, 2008 & JANUARY 5, 2009

The minutes of December 15, 2008 and January 5, 2009 were approved as written with unanimous consent.

VI. AGENDA ITEMS

A. CONTRACT ZONE – VETERANS HOUSING AT 333 LINCOLN STREET – (PUBLIC HEARING)

The Volunteers of America, Northern New England (VOANNE) proposes a contract zone that would allow an 11-unit apartment for homeless veterans to be established in the west wing of the Kimball Health Center. Veterans would occupy ten units, while the 11th would be an apartment for a live-in staff member. There is a history to this project: the VOANNE originally sought and received conditional use and subdivision approval from the Planning Board for an 11-unit multi-family dwelling over the summer. However, an abutter subsequently appealed the determination that the use should be classified as a “multi-family dwelling,” and the ZBA upheld the appeal. So, the conditional use approval was overturned.

This item was reviewed by the Planning Board at its Dec. 2 meeting. The Board made a positive finding on each of the four standards found in Section 1403-6, and makes a positive recommendation for the proposed contract zone.

The first Reading of this item was held at the Council Meeting on January 5, 2009.

Councilor Morton moved, Councilor Mills seconded to open the Public Hearing on the document titled, ‘Contract Zone Agreement By and Between Volunteers of America Northern New England, Inc. and the City of Saco,’ dated Dec. 2, 2008. The motion passed with unanimous consent.

Julia Wilcox, Representative of Volunteers of America, Northern New England (VOANNE) – Ms. Wilcox thanked the Planning Board for all their efforts. She noted that V.O.A. provides services to youth, families and the disabled, and that they are the largest provider of veteran services in the nation. Ms. Wilcox stated that this housing was not a transient shelter. It will provide a stable home like environment, and employment, training and recreation activities will also be provided.

Veteran Wallace Nutting, 6 Schooner Way, Saco – Mr. Nutting asked that the Council remember the remarkable military history in the State of Maine, and stated that we are obligated to take care of the ones who served the country, and we should take this opportunity as presented by the V.O.A.

Nancy Bozenhard, Limington – Ms. Bozenhard’s brother and father were veterans who served the country. Ms. Bozenhard explained the various ways her brother has struggled in life since he returned from service, and asked that the Council take this into consideration when voting on this project.

Veteran James Harper – 162 Beach St., Saco – Mr. Harper thought this was a good project and was right. He noted that if we don’t support those who protected us in our time of need, there was something wrong. He stated, who

will take care of them.

Veteran Adam Cote, Sanford – Mr. Cote noted that we should thank a veteran for fighting for us to have a free democracy, and that we should support projects like this.

Veteran Red Soucy, Saco – Mr. Soucy stated that the V.O.A. was a great organization, and that we should give the veterans a helping hand when needed.

Veteran Ted Perry – Mr. Perry felt this was an opportunity to help veterans.

Veteran Rodney Hanson, Buxton – Mr. Hanson noted that Saco has always had a very proud reputation of honoring veterans, and asked that the Council please support the veterans.

Veteran Lewis Peterson II – Mr. Peterson asked the Council to support the veterans that need help. V.O.A. provides a safe temporary housing.

Veteran Widow Sandra Taylor, 1 Horseshoe Dr., Saco – Mrs. Taylor noted that community based non-profit programs work the best to help veterans reestablish in the community. We shouldn't just corral them off to Togus.

Pat Mailman, Old Orchard Rd., Saco – Ms. Mailman stated that she totally respected the veterans, and felt that we needed to do more for them. She noted that we need to take care of the veterans around here. Ms. Mailman asked the Council to institute a residency requirement for York County or the vicinity, in order to get into this program, and that she felt more home-work should be done on this project before approving it.

Veteran Mel Kinney, South Berwick – Mr. Kinney greets veterans when they leave for service, and when they return. He felt that it is our responsibility to stand there and support these people when they get back from serving the country.

Don Pilon, State Representative for Dist. #133 and Saco Resident – Mr. Pilon stated that he was in favor of the V.O.A. proposal. Mr. Pilon has been very supportive of veterans in Maine. He instituted the 'Support the Troops' automobile plate that now helps to financially support veteran's families. Mr. Pilon noted that it was Saco's chance to show the State that we are not just energy efficient, but people efficient.

Veteran Richard Giroux – Mr. Giroux noted that this would be a great program for veterans who lose everything at home while their off serving the country, and come back and have no one to help them.

Veteran Gene Foster – Mr. Foster stated that our already over loaded veterans system will not be able to assist all. This is a social problem for us to solve. We should give those without a choice, hope and a home.

Veteran and Attorney for V.O.A., Jaime Broader – Mr. Broader stated that he has worked with V.O.A. on numerous successful projects, and that we owe the veterans a debt for their service. He noted that this is a nationally proven project. The veterans served us, will we serve them when they come home.

Veteran and City Councilor Eric Cote – Councilor Cote noted that 4 members of the City Council have served in the Armed Forces (Marine, Army, Air Force and Navy). Councilor Cote lives directly across the street from another V.O.A. home that assists people with mental illnesses. He spoke with several of his neighbors, and asked them if they had any concerns with the V.O.A. house that has been in the neighborhood for a few years now, and none had any concerns. Councilor Cote noted that there is a misconception about veterans, and that this would be a good housing project.

Councilor Morton moved, Councilor Smith seconded to move to close the Public Hearing and be it Ordered that the City Council set the Second and Final Reading of the document 'Contract Zone Agreement By and Between Volunteers of America Northern New England, Inc. and the City of Saco,' dated Dec. 2, 2008 be scheduled for

February 2, 2009. Further move to approve the Order. The motion passed with five (5) yeas, and one (1) nay – Councilor Tardif.

A copy of the document titled ‘Contract Zone Agreement By and Between Volunteers of America Northern New England, Inc. and the City of Saco’ dated Dec. 2, 2008 is on page 6, as Attachment A.

**B. COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC INFRASTRUCTURE –
(PUBLIC HEARING)**

The City Council’s Housing Committee (Cote, Morton, Tardif) has been meeting since February 2008, exploring ways to increase housing opportunities in Saco. The committee has reviewed housing data and housing techniques, met with several housing providers, met with developers and reviewed some of Saco’s policies. The City has received notice of approval for a CDBG Planning Grant of \$8000 to create a housing assessment for the city.

One of the innovative housing techniques discovered by the committee is the concept of cooperative modular home parks in which the owners of the mobile homes own not only their buildings but the park itself, as a cooperative. Some 86 of these parks have been converted or created in New Hampshire. This technique creates a greater sense of equity and ownership while keeping costs down, thereby providing affordable housing in well-maintained parks.

The committee and staff have been working with the Genesis Housing Trust and (York County) Commons Housing Corp, a nonprofit organization dedicated to creating and maintaining affordable housing in southern Maine. These non-profit housing organizations now have under contract the Country Village Mobile Home Park, 1038 Portland Road. This 22 unit park has a very poor septic system and room for growth. The community septic system for the neighborhood has had numerous failures creating health and sanitation concerns. At least 64% of residents meet the appropriate Department of Housing and Urban Development’s income standard for this type of project.

The CDBG grant which we are discussing tonight would provide over \$400,000 toward a sewer extension. This project would extend public sewer 1500 feet to the Country Village. Related work will include 24 sanitary manholes, 400 feet of force main in the access roadway to the park, as well as pavement restoration, erosion and control and traffic control.

In addition to retaining and upgrading the 22 existing units in the park in this first project phase, Commons Housing plans to add 50 to 82 new units of affordable manufactured housing over the next four years for LMI (low and moderate income) households. All of the units will ultimately be connected to public water and sewer lines.

The budget for the project includes \$103,000 for sewer hookup and impact fees, which does not strengthen our grant application. Therefore the current proposal before the Council would have the CDBG program, Commons Housing and Genesis front the entire cost of the sewer extension and hookup program. The City would eventually reimburse \$100,000 of the construction cost from the Park North TIF account.

Holding a public hearing on the grant proposal is a mandatory grant requirement. The Council is being asked to authorize the submission of the proposal to the state.

Councilor Cote moved, Councilor Smith seconded to open the Public Hearing on the CDBG Infrastructure Grant. The motion passed with unanimous consent.

Pat Mailman of Old Orchard Road, Saco – Stated that she was tired of people getting CDBG Grants in a bad economy. She asked if the park was privately owned, and was answered yes.

Councilor Cote moved, Councilor Smith seconded to close the Public Hearing and be it Ordered that the Saco City Council authorize the City Administrator to submit an application for a CDBG Public Infrastructure Grant of up to \$500,000, with the city’s \$100,000 portion of the match to be paid from Park North TIF account 3000-30155-500910. Further move to approve the Order. The motion passed with six (6) yeas.

A copy of the document titled ‘Community Development Block Grant (CDBG) Public Infrastructure Grant’ is on page 11 as Attachment B.

C. NEW TAXI CAB BUSINESS LICENSE – A-1 CAB SERVICE – (PUBLIC HEARING)

A-1 Cab Service has applied for a business license for a term of one year.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with Chapter 195 - Taxicabs, Subsection 195-3. License required and Subsection 195-4: application for taxicab business license.

Councilor Tardif moved, Councilor Mills seconded to move to open the Public Hearing on the new Taxi Cab Business License. The motion passed with unanimous consent.

There were no comments from the public.

Councilor Tardif moved, Councilor Smith seconded to move 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 year. Further move to approve the Order. The motion passed with six (6) yeas.

A copy of the Taxicab Business License Application for A-1 Cab Service is on page 17 as Attachment C.

E. NOTICE OF ELECTION – SPECIAL ELECTION/RSU – BOARD OF EDUCATION CITY OF SACO, FEBRUARY 10, 2009

The Notice of Election is submitted to Mayor and Council authorizing the Special Election/RSU Board of Education, City of Saco scheduled for February 10, 2009.

The Clerk, as required by MRSA Title 21A, Article II § 622-A and Title 20-A §1472-A, has prepared the Notice of Election which will be posted, at all polling places, on January 30, 2009, by Chief Paul or his designee.

Councilor Morton moved, Councilor Smith seconded that it be Ordered that the City Council approve the Warrant presented to Council for Saco to participate in the secret ballot election of the initial directors of a regional school unit pursuant to 20-A MRSA §1472-A; and that a secret ballot election in this City be held on February 10, 2009 as more particularly provided in the Warrant. Further move to approve the Order. The motion passed with six (6) yeas.

A copy of the Notice of Election – Special Election/RSU – Board of Education for the City of Saco is on page 18 as Attachment D.

D. CONFIRM THE MAYOR’S REAPPOINTMENT OF CITY ADMINISTRATOR

The Employment Agreement terms for the City Administrator expire on June 30, 2009, and pursuant to the city code, Article III, City Administrator, § 3.01. Appointment; Qualifications; Compensation, ...

“Six months prior to the end of the City Administrator’s term the Mayor and the City Council shall notify the City Administrator in writing that they will or will not reappoint him for another term.”

The Mayor’s recommendation is that the City Administrator be reappointed to another 2-year term as included in the document titled, ‘City of Saco City Administrator Employment Agreement’.

Councilor Lovell moved, Councilor Mills seconded that it be Ordered that the City Council confirm the Mayor’s reappointment of Richard Michaud as City Administrator and approve the document titled, ‘City of Saco City Administrator Employment Agreement’ – effective January 20, 2009. Further move to approve the Order. The motion passed with six (6) yeas.

EXECUTIVE SESSION

Councilor Morton moved, Councilor Smith seconded that it be Ordered that the City Council, Pursuant to [1 M.R.S.A. Chapter 18, Subchapter 1 §405 (6) (A)] move to enter into Executive Session to discuss appointment of the City Administrator. The motion passed with six (6) yeas. TIME: 8:30 p.m.

REPORT FROM EXECUTIVE SESSION

Upon return from the executive session Mayor Roland Michaud conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith Jr., Ronald Morton, Arthur Tardif, Eric Cote and Marston Lovell.

Councilor Marston moved, Councilor Smith seconded to come out of the Executive Session. The motion passed with six (6) yeas. TIME: 8:35 p.m.

Mayor Roland Michaud took a vote on the motion to confirm the Mayor's reappointment of Richard Michaud as City Administrator and to approve the document titled, 'City of Saco City Administrator Employment Agreement' - effective January 20, 2009.

A copy of the document titled 'City of Saco City Administrator Employment Agreement, effective January 20, 2009' is a page 19 as Attachment E.

RECESS THE MEETING AND MOVE TO WORKSHOP

Councilor Mills moved, Councilor Smith seconded to recess the meeting and move to Workshop. The motion passed with unanimous consent. TIME: 8:40 p.m.

VII. RECONVENE TO CITY COUNCIL MEETING

Councilor Mills moved, Councilor Smith seconded to reconvene to the City Council meeting. The motion passed with unanimous consent. TIME: 9:54 p.m.

a. EXECUTIVE SESSION

Councilor Smith moved, Councilor Mills seconded that it be Ordered that the City Council, Pursuant to [1 M.R.S.A. Chapter 18, Subchapter 1 §405 (6) (D)] move to enter into Executive Session: for Labor Contract Discussions. The motion passed with unanimous consent. TIME: 9: 55 p.m.

b. REPORT FROM EXECUTIVE SESSION

Upon return from the executive session Mayor Roland Michaud conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith Jr., Ronald Morton, Arthur Tardif, Eric Cote and Marston Lovell.

Councilor Smith moved, Councilor Mills seconded to come out of the Executive Session. The motion passed with six (6) yeas. TIME: 10:35 p.m.

There was no report from the Executive Session

VII. ADJOURNMENT

The Councilors moved to adjourn with unanimous consent at 10:36 p.m.

ATTEST: _____
Michele L. Hughes, Deputy City Clerk

DATE APPROVED: _____

ATTACHMENT A

**Contract Zone Agreement By and Between
Volunteers of America Northern New England, Inc. and the City of Saco**

December 2, 2008

THE CITY OF SACO HEREBY ORDAINS:

I. That the Zoning Ordinance of the City of Saco, dated January 2, 1985, and amended through October 20, 2008 is hereby amended by adopting this contract by and between the City of Saco and Volunteers of America Northern New England, Inc. (VOANNE) (Applicant).

1. The Applicant proposes to establish ten (10) efficiency apartments for homeless veterans, with one (1) apartment for an on-site manager, in a portion of the Kimball Health Center.
2. The Applicant has established right, title and interest with the submittal of an Option and Purchase Agreement dated February 20, 2008, and an Extension Agreement dated Nov. 4, 2008, wherein the Kimball Health Center, a Maine nonprofit corporation grants to the Veterans VOANNE Housing Corporation, a Maine nonprofit corporation the option to purchase the West Wing of the building located at 333 Lincoln Street, Saco, Maine.
3. Said property is identified as Tax Map 65, Lot 19-1 on City of Saco tax maps.
4. Said property is in the R-2 zoning district.
5. The proposed use was initially identified as a Multi-Family Dwelling by the City's Zoning Officer. A Multi-Family Dwelling is a Conditional Use in the R-2 district.
6. The Applicants submitted a Conditional Use application to the City Planning Department on June 19, 2008.
7. The Planning Board, acting on the Zoning Officer's interpretation of the use as a Multi-Family Dwelling, granted approval for the Conditional Use on August 19, 2008.
8. Appellants William and Holly Kany submitted an administrative appeal to the Zoning Board of Appeals (ZBA) on September 5, 2008, contending that "Error was made in a finding by the Code Enforcement Officer and Planning Board that the proposed Volunteers of America project in Kimball Health Center constitutes a multi-family dwelling."
9. The ZBA considered said appeal at meetings on October 6 and October 27, 2008. At the latter meeting, the ZBA voted on a motion to deny the appeal of the Planning Board's decision, said motion failing of passage, 1-5. The ZBA then voted on a motion to grant the appeal as submitted based on an error of law that the Zoning Officer misinterpreted the definition of "Multi-Family Dwelling," said motion approved, 5-1.
10. As a result of the ZBA action, the Applicant hereby makes application for a Contract Zone that would allow the proposed ten efficiency apartments for homeless veterans , and one (1) apartment for an on-site manager, in the West Wing of the Kimball Health Center, to be established and to operate at 333 Lincoln Street.

II. This contract amends the Saco Zoning Ordinance as follows:

This Contract Zone, specifically and exclusively for the parcel at 333 Lincoln Street, would allow the Applicant to establish ten efficiency apartments for homeless veterans , and one (1) apartment for an on-site manager, in the West Wing of the Kimball Health Center, subject to the following conditions and restrictions, as provided for in Section 1403 of the Saco Zoning Ordinance:

- a. Ten (10) efficiency apartments for homeless veterans , and one (1) apartment for an on-site manager, in the West Wing of the Kimball Health Center, as proposed and described by the Applicant shall be allowed to operate as a permitted use on the parcel identified herein: Tax Map 65, Lot 19-1, also referenced as 333 Lincoln Street.
- b. Approval for Preliminary Subdivision and Final Subdivision plans was granted by the Planning Board on August 19 and September 2, 2008. Said approvals remain in effect and are valid as noted in the Findings of Fact dated August 19, 2008, and Findings of Fact and Conditions of Approval dated September 2, 2008.
- c. In that the project has been reviewed as a subdivision, and subdivision approval has been granted based on the review of issues including but not limited to traffic, stormwater management, lighting, landscaping, parking and sidewalks, notwithstanding Section 1403-9, the apartment project proposed by the Applicant shall not be subject to site plan review.
- d. Notwithstanding Section 412-6, the conversion of the west wing of the Kimball Health Center to an eleven unit apartment project need not comply with the minimum lot area and minimum lot area per dwelling unit requirements in Table 412-1, Lines A and B.
- e. The Applicants shall adhere to all other applicable provisions of the R-2 zoning district and of the City of Saco Zoning Ordinance and terms of Subdivision approval.
- f. The apartment facility will be staffed 24 hours per day, seven days per week.
- g. The apartment facility shall be operated as outlined in materials developed by the Applicant, including but not limited to a program service manual, a housing manual, and covenants.
1.
 - h. All details as shown on the submitted plans and included in the submitted application are hereby incorporated into this contract by reference. The proposed use shall be operated substantially in conformance with those plans. Minor changes may be approved by the staff of the City of Saco. Any changes determined by the staff to be "major" shall be submitted to the Planning Board for review. If it is determined that the changes constitute a change in the contract, then the developer shall also be required to obtain City Council approval of the changes.
 - i. This contract and its provisions shall specifically and exclusively apply to the Contract Zone request submitted by the Applicant, as approval of this Contract Zone is in part based on the financial and technical qualifications of the Applicant as submitted to the City.
 - j. Failure of the Applicant to establish the proposed use as described in application materials for this Contract Zone within two (2) years from the date of approval shall render this approval and Contract null and void. A one (1) year extension of this approval may be requested of the City Council if submitted prior to expiration of the original two year approval.

k. Breach of these conditions and restrictions by the Applicant shall constitute a breach of the contract, which shall constitute a zoning violation, subject to enforcement action.

III. Pursuant to authority found in 30A M.R.S.A. Section 4352 (8), and the City of Saco Zoning Ordinance, Section 1403, and by vote of the Saco Planning Board on December 2, 2008, and the Saco City Council on ____, 2009, the following findings are hereby adopted:

A. City Tax Map 65, Lot 19-1 is a parcel of an unusual nature and location, for the following reasons:

1. The unique character of the parcel dates back to the early 20th century. Lucia Kimball Deering died in July of 1916. Her will provided that her estate, valued at \$87,287.12, would go to the City of Saco for the purpose of constructing a full service hospital. The Maine State Legislature amended the Saco City Charter by a Private and Special Law enacted in 1917, authorizing the City to accept the funds from the Deering estate and to use those funds “to purchase a suitable building with the land on which it stands, or to purchase a suitable lot and erect a hospital building thereon.” Litigation initiated by the heirs of Lucia Kimball Deering, contesting her will based on lack of capacity, was settled in January of 1918 with an agreement that allowed the City of Saco “to defer the construction and maintenance of a hospital. . . in order to allow the income from the fund to accumulate and become a part of the principal, to the end that said hospital. . . shall be a more suitable memorial. . .”.

By 1975 the Lucia Kimball Deering Fund had grown to \$835,617.69, still short of the costs of establishing and maintaining a hospital. The City and the Deering heirs returned to court, where it was ultimately determined that the “general charitable intent” of Ms. Deering’s will presented a “concept painted with a broad brush” that would allow for the construction of a “community health center” rather than a hospital. The Kimball Health Center is that community health center. The court described the scope of the community health center as “non-duplicative and non-competitive” with area hospitals; as “bringing together under one roof and coordinating the work of various health services now scattered in the area;” as adding services not otherwise available; as addressing “both mental and physical health problems;” and as “preventing many residents from becoming hospital cases.”

The Kimball Health Center was completed in 1981. Historically, KHC has offered many medical and social services including screening for various illnesses and conditions, home health care, Meals on Wheels, public health education, mental health counseling, outpatient services and preventive care. Today the Kimball Health Center is occupied by uses such as Community Dental Health, the Truslow Adult Center, an ophthalmologist, a podiatrist, social work and counseling services, and a massage therapist.

The purposes identified by the Superior Court in 1978 describe not only the services that KHC has provided in the past and continues to provide, they describe equally well the services that VOA proposes to provide through its residence for homeless veterans. VOA’s proposed use may not fit neatly into the zoning ordinance’s definition of “Multi-Family Dwelling” or “Community Living Use.” It does, however, fit squarely within the directives contained in the will of Lucia Kimball Deering; the 1917 Private and Special Law enacted by the Maine State Legislature; the 1919 and 1929 City of Saco ordinances that implement the 1917 legislative action; and the judgment issued by the York County Superior Court in 1978. Those private and governmental actions and directives restrict and define the Kimball Health Center property to a degree that qualifies the property as truly unique and therefore appropriate for contract zoning.

B. The proposed rezoning is consistent with the Saco Comprehensive Plan, based on the following goals:

Chapter 17, Section B. Local Economy.

Local Goals: To assure that a diversity of people is able to continue to live in Saco.

Chapter 17, Section F. Land Use

Local Goals: To encourage a pattern of land use that can be served efficiently and that does not impose an undue burden on the Town's financial resources.

Residential Development: In its role as a regional service center, Saco is a desirable location for housing to meet the needs of many segments of the population including the elderly and disabled. The City should allow the construction of housing to meet the needs of these groups in designated residential areas of the City at densities that are compatible with the intensity of other development.

Chapter 17, Section H. Housing.

Local Goal: To provide a diversity of housing to meet the needs of a wide range of residents.

The City should continue to work with nonprofit organizations and private developers to expand the supply of housing that is affordable to lower income households. The City should continue using contract zoning and similar techniques to allow case by case consideration of proposals for new affordable housing.

- C. The proposed use is consistent with the existing uses and permitted uses within the original zone. The original zone is the Residential-2 (R-2) zone, a medium density residential district “. . . designated for land central water and sewer facilities are available or where the installation of these facilities is feasible, and where new multi-family developments can be harmoniously located within existing neighborhoods.” (Zoning Ordinance, Section 405-2.) Among the permitted and conditional uses allowed in the R-2 zone are single, two-family and multi-family housing, churches, daycare centers, hospitals and clinics, boarding houses, elderly congregate housing and community living uses. Examples of uses that exist in the R-2 zone include a 10 unit condominium under construction across Lincoln Street, the Evergreen Manor senior housing facility, several subdivision and condominium developments, and assorted nonconforming commercial entities.
- D. The conditions proposed are sufficient to meet the intent of Section 1403. Contract Zoning, of the Saco Zoning Ordinance.

IV. Based on the above findings, conditions and restrictions, the City Council hereby incorporates this Contract Zoning agreement into the Saco Zoning Ordinance by reference. By signing this contract, both parties agree to abide by the conditions and restrictions contained herein.

Adopted by the Saco City Council on _____2009.

by _____

by _____

Richard Michaud
City Administrator

June Koegel, President/CEO
Volunteers of America Northern New England, Inc.
Applicant

**Minutes, Planning Board (Excerpt)
Tuesday, December 2, 2008**

Members Present: Neil Schuster, Chairperson; Rene Ittenbach, Steve Dupuis, Roger Johnson, Don Girouard, Cynthia Chadwick-Granger, Sandy Guay, Bob Hamblen, City Planner

- 1. Minutes for November 4, 2008** – motion to accept by Ittenbach, seconded by Chadwick-Granger, and so voted, 7-0.

- 2. Public Hearing: A request for a Contract Zone to allow 10-units for the housing of homeless military veterans, with an 11th unit for live-in staff to be constructed in the Kimball Health Center, 333 Lincoln Street. Applicant is Volunteers of America Northern New England. Tax Map 51, Lot 19-1. Zoned R-2.**

Hamblen: The Board will recall the recent conditional use and subdivision review of the proposal for an eleven unit multi-family dwelling at the Kimball Health Center, submitted by the VOANNE. Approval was granted by the Board for the former on August 19, and for the latter on Sept. 2, 2008. Abutter Bill Kany subsequently appealed the determination by CEO Dick Lambert that the use should be classified as a “multi-family dwelling,” and, the ZBA agreed, stating that the use more closely resembles a “community living use.” So, the conditional use approval is overturned. The applicant has decided to pursue a contract zone. The draft contract zone agreement is attached, along with evidence of right, title and interest and a plot plan of the property.

Rene: I move that the Board find submissions for a contract zone from applicant Volunteers of America Northern New England to be complete, seconded by Roger and so voted, 7-0.

Julia Wilcock, applicant: VOA is a “housing management agency”. They take homeless veterans and turn them into projective citizens. They are currently working on drafting a Housing manual and a “service program manual” with covenants being written in.

Don: He suggested some changes in the language in the Contract Zone on items 5,7, 9, 10 and he wants it documented that the Planning Board made their decision based on the interpretation by the Code Officer.

The Board voted, 7-0, on all four standards of Section 1403 of the Zoning Ordinance:

A: Unusual nature and location

B: Rezoning is consistent with the Saco Comprehensive Plan

C: Use is consistent with the existing uses and permitted uses within the original zone.

D: Conditions proposed are sufficient to meet the intent of Section 1403.

Cynthia: I move that the Planning Board forward a positive recommendation to the City Council for a proposed contract zone that would allow a Multi-Family Dwelling for ten homeless veterans and one staff apartment to be established and operated on the parcel at 333 Lincoln Street, to include coverage 24 hours, 7 days a week and also to include housing and case management manual and any covenants. Seconded by Roger and so voted, 7-0.

Meeting adjourned at 9:00 p.m.

Respectfully Submitted,

Maggie Edwards
Board Secretary

ATTACHMENT B



State of Maine

Community Development Block Grant Program
 2009 Public Infrastructure Program
 Letter of Intent to Apply
 (Due at DECD on or before December 5, 2008, 4:00 p.m.)

All communities wishing to apply for a 2009 Public Infrastructure Grant must use this Letter of Intent to document compliance with requirements established by Title I of the Housing and Community Development Act of 1974, as amended and the State of Maine CDBG program. Applicants who submit a completed Letter of Intent and demonstrate meeting a CDBG National Objective will be notified by OCD that they are eligible to submit a final application. Eligibility to submit a final application does not imply final project approval or funding.

A. APPLICANT ELIGIBILITY

1. Legal Applicant:

Applicant:	City of Saco	Phone:	282-3487
Address:	300 Main Street	Fax:	282-8202
City, ZIP:	Saco 04072	E-Mail:	pmorelli@sacomaine.org
Chief Official:	Richard Michaud, City Administrator		
Census Tracts #(s) Where Proposed Activities Will Occur:	BG 52-2		

2. Applying on Behalf of Sub-Grantee (if applicable): (e.g.: Water District, Sewer District, Non-Profit)

Sub-Grantee:	Commons Housing Corporation	Phone:	(207) 651-1489
Address:	P.O. Box 820	Fax:	(207) 324-5290
City, ZIP:	Alfred, 04102	E-Mail:	dbeseda@aol.com
Agency Rep:	David Beseda	Title	Housing Development Director

3. Engineer/Architect consulted for project & providing cost estimates:

Name:	Jon H. Whitten, Jr.	Phone:	(207) 329-5190
Firm:	Terradyn Consultants, LLC	Fax:	(207) 221-1317
Address:	P.O. Box 339	E-Mail:	jon@terradyconsultants.com
City, ZIP:	New Gloucester, 04260		

B. CATEGORY

Place an "X" to the left of the PI category for which this Intent to Apply is being made:

x	1. Water/Sewer, Storm Drainage, Utility Infrastructure
	2. Infrastructure in Support of LMI Affordable Housing
	3. Streets/Roads, Parking, Curbs, Gutters

C. PROJECT INFORMATION

Provide a clear, concise description of the proposed project using the space below. The scope of work should be very specific in identifying how the money will be used in meeting a National Objective.

This project would extend public sewer 1500 feet to the Country Village, a 22-unit mobile home park at 1038 Portland Road. The purchase of Country Village by Commons Housing Corp., a nonprofit organization dedicated to creating and maintaining affordable housing in southern Maine, is pending.

The community septic system for the neighborhood has had numerous failures creating health and sanitation concerns which would be addressed by this project. The neighborhood is a low income neighborhood. At least 64% of residents meet the HUD LMI standard in a current income survey.

Related work will include 24 sanitary manholes, 400 feet of force main in the access roadway to the park, as well as pavement restoration, erosion and control and traffic control.

In addition to retaining and upgrading the 22 existing units in the park in this first project phase, Commons Housing plans to add 50 to 82 new units of affordable manufactured housing over the next four years for LMI households. All of the units will ultimately be connected to public water and sewer lines.

D. COST ESTIMATES & PROJECT FUNDING

Provide the estimated project cost, amount of CDBG funds to be requested and sources, amounts and dates secured for all anticipated cash matching funds. All construction estimates should be prepared by the Engineer/Architect (from section A-3). Take into account the inflation rate in relation to the anticipated starting date of the project and applicable DAVIS/BACON wage rates as they apply to construction costs.

Total Estimated Project Cost:	\$608,421	CDBG Request:	\$486,700
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Funding Source	Amount	Date Secured
CDBG Public Infrastructure Grant	\$486,700	Application to be filed
Genesis Community Loan Fund	\$121,721	December 1, 2008
TOTAL:	\$608,421	

E. COMPREHENSIVE PLAN

List the dates on which your local comprehensive plan was adopted, updated (if applicable) and deemed consistent by SPO.

Adopted Date:	August 2, 1999
Updated:	
SPO Approval Date:	July 2, 1999

<input type="checkbox"/>	Community does not have an adopted and consistent comprehensive plan.
--------------------------	-----------------------------------------------------------------------

Date Comprehensive Plan Expected to be Adopted and Consistent:	
----------------------------------------------------------------	--

F. NATIONAL OBJECTIVE

Check only one of the boxes below indicating how the National Objective will be met and attach all required documentation listed in the appropriate box.

BENEFITTING LOW-TO-MODERATE INCOME PERSONS (IMI)	
<input checked="" type="checkbox"/>	Community-Wide LMI National Objective Attach Census Figures indicating 51% or more of the community is LMI along with a completed <u>Beneficiary Profile</u> OR recent survey

	materials meeting the requirements set forth in OCD Policy Letter Number 19 and Income Survey Methodology Handbook.)
X	Target Area LMI National Objective <input checked="" type="checkbox"/> Attach Census Figures indicating 51% or more of the target area is LMI along with a completed <u>Beneficiary Profile</u> OR recent survey materials meeting the requirements set forth in OCD Policy Letter Number 19 and Income Survey Methodology Handbook.)
	Limited Clientele LMI National Objective <input checked="" type="checkbox"/> Attach written documentation that the proposed CDBG activity will serve only LMI persons or a HUD recognized Limited Clientele group as set forth by the United States Department of Housing and Urban Development in 24 CFR Part 570 and the State of Maine CDBG Program.
ELIMINATION OF SLUMS AND BLIGHTING CONDITIONS	
	Elimination or Prevention of Slums and Blight on an Area-Wide Basis <input checked="" type="checkbox"/> Attach completed Slum & Blight Declaration meeting the requirements of Maine State Statute 30-A, Chapter 205, Section 5202 and regulations set forth by the United States Department of Housing and Urban Development in 24 CFR Part 570.
	Elimination or Prevention of Slums and Blight on a Spot Basis <input checked="" type="checkbox"/> Attach completed Spot Blight Designation form and required attachments which meets regulations set forth by the United States Department of Housing and Urban Development in 24 CFR Part 570.

Applicant Certifications

- a. To the best of my knowledge and belief, the information in this Letter of Intent and all attached documentation is true and correct;
- b. This pre-application complies with all applicable State and federal laws and regulations; and
- c. Approval of this Letter of Intent by OCD to submit a final application does not imply final project approval or funding.

	City of Saco	12-04-08
Signature of Chief Executive Officer	Name of Community	Date: mm/dd/year

BENEFICIARY PROFILE

The demographic information is garnered from local survey forms and the Benefit Data Worksheet on Page 23 or, for HUD listed 51% LMI communities or contiguous census tracts, from U.S. Census Data. You may access this data for your community online at <http://www.census.gov/prod/cen2000/dp1/2kh23.pdf>

- 1. Community: City of Saco Date: 12/3/08
- 2. Name of Target Area: Country Village mobile home park (If community-wide, state “same as above”)
- 3. Description of Target Area: 22 unit mobile home park

4. Census Tracts #(s) contained in Survey Area (whole or partial): BG 52-2%

5. POPULATION

a. Total Population 39

b. Total Persons at or below 80% of county median income 25

c. Total Persons above 80% of county median income 14

6. FAMILY RACE (Indicate total estimated persons for each racial group from Benefit Data Worksheet on Page 24; for town-wide surveys or contiguous census tracts use data from U.S. Census web site listed above.)

Racial Group	At or below 80%	80% Plus
White	25	6
Black/African American		
Asian		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
Asian & White		
American Indian/Alaskan Native & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other		

7. DEMOGRAPHICS (Indicate total estimated persons for each demographic group from Benefit Data Worksheet on Page 24; for town-wide surveys or contiguous census tracts use data from U.S. Census web site listed above.)

Demographic Group	At or below 80%	80% Plus
Total Number of Elderly	5	0
Total Number of Severely Disabled	5	0
Total Female Heads of Households	3	1

8. Date Submitted: December 4, 2008

Authorized Signature: _____ Title: City Administrator

Terradyn Consultants, LLC

P.O. Box 339
 111 Elderberry Lane
 New Gloucester, ME 04260
 (207)926-5111 Fax (207)221-1317

JOB

0842 Country Village Mobile Home Park

SHEET NO.

1

OF

1

CALCULATED BY

JHW

DATE

11/17/2008

CHECKED BY

JDA

DATE

11/18/2008

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1	CLEAR, GRUB, AND SITE PREPERATION (OPEN AREA)	AC	\$2,300.00	1	\$2,300.00
2	SAWCUT PAVEMENT	LF	\$4.50	1700	\$7,650.00
3	PAVEMENT REMOVAL	SY	\$3.50	1700	\$5,950.00
4	TESTPIT EXCAVATION	CY	\$45.00	18	\$810.00
5	COMMON EXCAVATION WITHIN SITE AREA	CY	\$15.00	200	\$3,000.00
6	DISPOSAL OF SURPLUS EXCAVATION	CY	\$7.00	100	\$700.00
7	BITUMINOUS CONCRETE SURFACE MDOT TYPE C	TON	\$95.00	150	\$14,250.00
8	BITUMINOUS CONCRETE BINDER MDOT TYPE B	TON	\$90.00	750	\$67,500.00
9	BASE GRAVEL MDOT TYPE A	CY	\$30.00	500	\$15,000.00
10	SUBBASE GRAVEL MDOT TYPE D	CY	\$20.00	1200	\$24,000.00
11	REMOVE AND RESET GRANITE CURB	LF	\$30.00	800	\$24,000.00
12	CIRCULAR VERTICAL GRANITE CURB	LF	\$35.00	150	\$5,250.00
13	8" DIAM. SANITARY SEWER	LF	\$60.00	1500	\$90,000.00
14	4' DIAM. SANITARY SEWER MANHOLE	VF	\$400.00	24	\$9,600.00
15	4" FORCEMAIN PIPE	LF	\$45.00	1400	\$63,000.00
16	8" WATER MAIN	LF	\$65.00	0	\$0.00
17	4" DOMESTIC WATER SERVICE	LF	\$55.00	0	\$0.00
18	10" X 8" TAPPING SLEEVE & VALVE	EACH	\$4,500.00	0	\$0.00
19	6" X 6" TAPPING SLEEVE & VALVE	EACH	\$3,500.00	0	\$0.00
20	8" WATER MAIN FITTINGS	EACH	\$600.00	0	\$0.00
21	8" GATE VALVES	EACH	\$1,400.00	0	\$0.00
22	8" P.I. VALVE	EACH	\$3,400.00	0	\$0.00
23	4" GATE VALVES	EACH	\$800.00	0	\$0.00
24	HYDRANT ASSEMBLY	EACH	\$4,600.00	0	\$0.00
25	EXCAVATION AND BACKFILL FOR SEWER/WATER	LF	\$30.00	1500	\$45,000.00
26	TRENCH CAP FOR WATER, SEWER, GAS AND UGE	LF	\$25.00	1500	\$37,500.00
27	MISCELLANEOUS PAVEMENT MARKINGS	LS	\$3.00	1	\$3.00
28	SILTATION FENCE	LF	\$7.00	300	\$2,100.00
29	CATCH BASIN SEDIMENT TRAP	EACH	\$300.00	1	\$300.00
30	STABILIZED CONSTRUCTION ENTRANCE	EACH	\$2,300.00	1	\$2,300.00
31	CONNECTION FEES TO CITY	EACH	\$4,700.00	22	\$103,400.00
32	ENGINEERING DESIGN AND CONSTRUCTION FEES	LS	\$25,000.00	1	\$25,000.00

SITE WORK SUBTOTAL=	\$548,613.00
10% CONTINGENCY=	\$54,861.30
TOTAL=	\$603,474.30

600 feet of forcemain extension to get to Route 1
 800 feet of gravity and forcemain to connect to Route 1
 40 feet of gravity to connect to future 300 feet sewer.

ATTACHMENT C

CITY OF SACO

CITY WARRANT

SECRET BALLOT ELECTION FOR INITIAL REGIONAL SCHOOL UNIT BOARD

York, ss.

State of Maine

To: Bradley Paul, Chief of Police of the City of Saco:

You are hereby required in the name of the State of Maine to notify the voters of the City of Saco of the Secret Ballot Election described in this warrant.

TO THE VOTERS OF THE CITY OF SACO:

You are hereby notified that a Secret Ballot Election in this municipality will be held at:

Ward One,	at Saco Middle School, 40 Buxton Road
Ward Two,	at Saco Middle School, 40 Buxton Road
Ward Three,	at Gov. John Fairfield School, 75 Beach St.
Ward Four,	at Gov. John Fairfield School, 75 Beach St.
Ward Five,	at Saco Community Center, 75 Franklin St.
Ward Six,	at C. K. Burns School, 135 Middle St.
Ward Seven,	at C. K. Burns School, 135 Middle St.

from 7:00 a.m. to 8:00 p.m. on February 10, 2009, to act on by secret ballot on Article 1, as follows:

Article 1: To elect four (4) Directors to the regional school unit board of RSU 23 pursuant to 20-A MRSA § 1472-A.

The polls shall be opened immediately at 7:00 a.m. and closed at 8:00 p.m. on February 10, 2009.

The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list, to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Signed and dated at the City of Saco, _____, 20__.

_____	_____
_____	_____

Municipal Officers

A true copy of the Warrant,
Attest: _____

**CITY OF SACO
CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This AGREEMENT, executed by the Mayor and confirmed by the action of the City Council effective this 20th day of January 2009, by and between the City of Saco, Maine, hereinafter called "City," as party of the first part, and Richard R. Michaud, hereinafter called "Administrator," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires the services of said Richard R. Michaud, as City Administrator of City; and

WHEREAS, it is the desire of the City Council to (1) provide incentives for the Administrator to remain in such employment, (2) make possible full work productivity by assuring Administrator's morale and peace of mind with respect to future security, and (3) provide a just means for terminating Administrator's services at such time as he may be unable to fully discharge his duties due to physical disability or when the city may wish to otherwise terminate his employment; and

WHEREAS, the Administrator desires employment with the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section I Term

- A. This employment agreement shall remain in full force and effect for two (2) years as provided for in the City's Municipal Charter; Article III, Section 3.01 of the City Charter.
- B. The Administrator agrees to remain in the exclusive employ of the City and will perform duties and exercise authority set forth in Article III of the City Charter.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Administrator at any time, subject to the provisions set forth in Section II, Paragraph A, of this agreement and the provisions of the City Charter outlined in Article III, Section 3.02 and applicable state law.
- D. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Administrator to resign at any time from his position with the City, subject to the provisions set forth in Section II, paragraph B of this agreement.

Section II. Termination and Severance Pay

- A. Should the City Council adopt by affirmative vote a final resolution for the removal and termination of the Administrator, during such time that he is willing and able to perform the duties of Administrator, then in that event, the City agrees to pay the Administrator a lump sum cash payment of six (6) months total salary including Deferred Compensation Plan or 401A Retirement Plan benefits. However, the city may as an alternative, provide the Administrator with a six (6) month termination notice in such case the Administrator continues to perform his duties and continues to receive this compensation until the effective date of the termination notice.

- B. In the event the Administrator voluntarily resigns his position with the City, then the Administrator shall give the City six (6) weeks' notice in advance and the City shall not be liable for payment of severance pay as described in Section II, paragraph A of this agreement.
- C. The City shall have no obligation to pay the aggregate severance sum designated in Section II, paragraph A, of this agreement when the Administrator is found guilty of performing illegal acts involving personal gain or found guilty of criminal acts as defined by the Statutes of the State of Maine.
- D. The parties do hereby mutually agree that an independent mediator will be retained for the purpose of resolving disputes that may arise with respect to the Administrator's performance.
- E. Should the City Council fail to notify the Administrator of their intention to renegotiate the employment agreement within six months of its termination, then this agreement shall be extended automatically of an additional year.

Section III. Salary

- A. The City agrees to pay the Administrator for services rendered pursuant hereto in the following manner: \$109,294 beginning July 1, 2009; and \$109,294 beginning July 1, 2010.
- B. The Mayor and City Administrator will work jointly to develop an annual work program and set professional performance objectives to be used as general indicators of the City Administrator's management abilities. The parties will mutually agree that satisfactory management performance during the term of this agreement will be evaluated through a constructive appraisal meeting held prior to the end of each fiscal year. Any major disputes arising from the performance appraisal review that cannot be settled by the City Council and the Administrator shall be submitted to an independent mediator for resolution.
- C. This contract shall solely determine the Administrator's annual salary and raises, and it shall not be affected in whole or part by agreements with other City employees.

Section IV. Vehicle Transportation

The City agrees to make available to the Administrator a vehicle owned by the City for his use during work hours to and from his residence, for his personal use in compliance with the IRS Rules and the Policy Regarding Personal Use of City Vehicles by City Employees. In addition, the vehicle may be used for personal non-work related activities including in-state travel. It is mutually recognized that this benefit is essential for response to emergencies requiring the Administrator's presence or attention. Reimbursement for use of Administrator's personal vehicle while on City business shall be paid at the rate established by the Internal Revenue Service in those special cases when a City-owned vehicle is not available.

Section V. Retirement and Insurance

- A. The City agrees to contribute to the Maine State Retirement system, in addition to the salary provided for in Section III, of this agreement.
- B. City agrees to contribute to the City's Deferred Compensation Plan or 457 Retirement Plan on behalf of the Administrator, solely for his benefit, two percent (2%) of salary beginning July 1, 2009 and to increase this amount to four percent (4%) beginning July 1, 2010 in addition to the salary provided for in Section III, of this agreement.

- C. The City shall provide insurance coverage (medical, dental, disability) to the Administrator under the same provisions and policies provided to other City employees. Beginning July 1, 2010, the City and the Administrator will split the cost of health insurance monthly premiums on an eighty (80%) percent City and twenty (20%) percent Administrator.

Section VI. Education and Training

The City shall provide the Administrator with reasonable opportunities to continue his education through conferences and workshops offered by professional municipal associations. The City shall compensate the Administrator for all actual and necessary expenses incurred in the performance and attendance at those conferences including programs sponsored by the International City Manager's Association (ICMA).

Section VII. Residency

The Administrator, the Mayor, and City Council agree that the Administrator will reside within the City of Saco for the duration of his term as City Administrator.

Section VIII. Other Benefits

- A. City agrees to provide the Administrator with twenty (20) days of vacation per year, credited on first day of each contract year.
- B. Standard sick leave accumulation will accrue to the Administrator at a rate equal to other City employee benefits.
- C. City agrees to provide reimbursement for all legal, duty-related official business and expenses.
- D. Administrator shall be entitled to those benefits provided full time City employees except where this contract provides other or alternate benefits or compensation, for example salary, date and amount of raises, etc. in which cases this contract shall control.

Section IX. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Administrator.
- C. This agreement shall be effective commencing July 1, 2009 and run through June 30, 2011.
- D. If any provision or portion as contained in this agreement shall be deemed to be unconstitutional or in violation of any law, then only that provision or portion thereof shall be served here from and shall have no force of effect whatsoever.
- E. Outside Activity. Administrator shall not spend more than six (6) hours per week in teaching, counseling or other non-Employer connected business without prior approval of the Employer. Administrator agrees not to accept any outside activity that may create a conflict of interest between the outside activity and the interests of the Employer. Administrator also agrees to arrange the outside activity at such times and places as not to intrude upon the Administrator's ability to devote his full time and attention to the Employer's affairs.

IN WITNESS WHEREOF, the City Council has caused this agreement to be signed and executed in its behalf by its Mayor, and the Administrator have signed and executed this agreement as well, both in duplicate.

Richard R. Michaud
City Administrator

Roland Michaud, Mayor

Notary Public