STATE OF MAINE
COUNTY OF YORK
CITY OF SACO

I. CALL TO ORDER – On Monday, February 2, 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, Eric Cote and Marston Lovell. Councilor Arthur Tardif was excused this evening. Councilor Bastille was expected to attend the meeting but had not arrived prior to roll call.

City Administrator Rick Michaud and Lucette S. Pellerin, City Clerk were also present.

I. PLEDGE OF ALLEGIANCE

II. GENERAL:

III. APPROVAL OF MINUTES: January 20, 2009

Minutes of the January 20, 2009 Council Meeting were approved as written.

IV. AGENDA ITEMS:

A. (Second & Final Reading) Contract Zone – Veterans Housing at 333 Lincoln Street

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.

Councilor Morton moved, Councilor Mills seconded, that the City of Saco hereby ordains and approves the Second and Final Reading 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’.

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

THE CITY OF SACO HEREBY ORDAINS:

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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, housing manual, and covenants.

h. All details as shown on the submitted plans and included in the submitted applications 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       June Koegel, President/CEO
City Administrator    Volunteers of America Northern
                      New England, Inc.
                      Applicant

The motion passed with five (5) yeas.

V. CONSENT AGENDA:

a. Confirm Mayor’s Reappointments to the Shoreline Commission

The Mayor has reappointed Richard Milliard, Faye Casey and Pauline Kane to the Shoreline Commission.

Be it ordered that the City Council confirm the following Shoreline Commission reappointments to (3) year terms to expire on February 1, 2012, Richard Milliard, Vice Chair; Faye Casey and Pauline Kane.

b. Confirm Mayor’s Reappointment to the Coastal Waters Commission

The Mayor is recommending the reappointment of Michael Gray of 30 Elmwood Drive to serve on the Coastal Waters Commission for a three year term.
Be it Ordered that the City Council confirm the Mayor’s reappointment of Michael Gray as a full member of the Saco Coastal Waters Commission, with a term to expire on February 1, 2012.

c. Confirm Mayor’s Reappointment to the Planning Board

The Mayor is seeking to have Martin Devlin of 416 Main Street #1 appointed to the Planning Board and Neil Schuster of 433 Ferry Road in Saco, reappointed to the Board for a 3-year term to expire on February 1, 2012.

Be it Ordered that the City Council confirm the Mayor’s appointment of Martin Devlin and the reappointment of Neil Schuster to the Planning Board, for a 3-year term to expire on February 1, 2012.

d. Confirm Mayor’s Reappointment to the Transit Committee

The Mayor is recommending the reappointment of Rene Ittenbach of 217A Buxton Road Drive to serve on the Shuttle Bus Transit Committee for a three year term.

Be it Ordered that the City Council confirm the Mayor’s reappointment of Rene Ittenbach to the Shuttlebus Transit Committee, with a term to expire on February 1, 2012.

e. Authorize Asset Forfeiture

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

This matter involves the potential forfeiture of cash in an amount of up to $1,107. The exact amount may be determined by the courts.

Be it Ordered that the City Council does hereby approve with reference to Superior Court Docket #CR-05-2376, of the transfer of the Defendant(s) in Rem, namely $1,107, or any portion thereof, pursuant to 15 M.R.S.A. §5824(3) and/or §5822(4)(A).

f. Application to Operate a Game of Chance – BPOE #1597

BPOE #1597 has applied for a license to operate Games of Chance: Daily Attendance from April 1, 2009 to June 30, 2009.

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

Be it Ordered that the City Council grant the applications for a License to Operate Games of Chance: Daily Attendance from April 1, 2009 to June 30, 2009. Further move to approve the Order.
g. Application to Operate a Game of Chance – BPOE #1597

BPOE #1597 has applied for a license to operate a Game of Chance: Pull Tickets from April 1, 2009 to June 30, 2009.

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

Be it Ordered that the City Council grant the application for a License to Operate a Game of Chance: Pull, from April 1, 2009 to June 30, 2009 as submitted by BPOE #1597.

Councilor Morton moved, Councilor Mills seconded, to approve Items B, C, D, E, F, G, AND H of the Consent Agenda. Further move to approve the Orders. The motion passed with five (5) yeas.

Councilor Sandra Bastille arrived at 7:11 p.m.

a. Demolition – 11 Wharf Street and 21-23 Deering Avenue

On October 20, 2008, the City Council authorized the City Administrator to sign an agreement with David & Diane Deering, owners of property at 11 Wharf Street, for the acquisition and demolition of that property. The Council authorized an amount not to exceed $15,000 for the demolition of this building and another $7,000 for survey work to be shared with the Deerings.

Since that time, the building at 21-23 Deering Avenue (which is a 200 feet from the Wharf Street parcel) suffered a major fire. This property is in foreclosure and the City was not successful in obtaining the owner’s cooperation in removing this building. We took this matter to Superior Court and obtained a condemnation order and order for the owner to remove the building by the end of October 2008. If the owner failed to remove this dangerous building, the court authorized the City to have the building removed and to charge all expenses back to the real estate by means of a special lien.

The City sought bids to remove the Wharf Street building and, as an option, removal of the Deering Avenue building as an alternate. We received 6 bids and the low bid, M.C. Hall of Portland bid $9,700 to remove the Wharf St. building and $11,300 to remove the Deering Avenue building for a total price of $21,000. If both buildings are removed at the same time, the contractor has offered a discount of $1,000 off that price.

Agreement

This agreement between the City of Saco and Mark L. Hall doing business as M.L. Hall is for the demolition of two buildings in Saco. M.L. Hall agrees to perform all of the work described in the December 12, 2008, request for proposals, and the January 2, 2009 proposal by M.L. Hall. The work will be done in the manner described in those documents which are attached and incorporated into this agreement.
M.L. Hall also agrees not to demolish any buildings until it receives authorization to proceed from the City. While it is the City’s firm intention to demolition both buildings at the same time, in the event of unforeseen hazardous waste issues, title issues, or other unforeseen events, the City may remove either property from the demolition list. In such case the value of this agreement will be reduced by a commensurate amount, as set out in the values assigned in the following paragraph.

M.L Hall will be paid $21,000 for the completed work, with $9,700 assigned to the 11 Wharf Street building and $11,300 to the 21-23 Deering Avenue building, as stated in the January 2, 2009 proposal.

Those values also represent the amounts that M.L. Hall will bill after each demolition, assuming that the demolitions are done at different times. If both buildings are removed at the same time, M.L. Hall will be paid $20,000 for the completed work.

______________________________  ____________________
For the demolition contractor                       Date

______________________________  ____________________
Richard Michaud, City Administrator                Date
### Bid Results for Demolition of:
11 Wharf Street and 21-23 Deering Avenue

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<th>21-23 Deering Ave. bid</th>
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*Discount Given if both buildings are demolished at the same time:

- Gobeil Enterprises: $2,000
- M.C. Hall: $1,000

+Up charge if both buildings are done separately

- Danley Demolition: $1,200
- BBI Waste Industries: $500

Councilor Cote moved, Councilor Lovell seconded, that it be Ordered that the City Council authorize the City Administrator to execute a contract to remove both buildings, 11 Wharf Street, and 21-23 Deering Avenue, and that the money be taken from account number 10640-500400 Miscellaneous Expense. The motion passed with six (6) yeas.

**VI. Recess the Meeting and Convene the Workshop:**

Councilor Mills moved, Councilor Bastille seconded, to recess to Workshop. The motion passed with six (6) yeas. TIME: 7:15 p.m.

**I. Reconvene the Meeting:**

The meeting was reconvened at 10:08 p.m.

**A. Falls Development Subordination Agreement**

Falls Development the owner of the 61 Riverview Apartments on Water Street is seeking additional financing for the project. In order to allow for additional financing the city would have to subordinate its surplus cash note, which is in second position to Maine State Housing Authority debt. The city’s note of $890,301 is based on a loan of federal money (Urban Development Action Grant) in 1984. No
city funds were involved. Interest was capped in 1995. City auditors wrote off the debt as uncollectible in 1993. Not one payment has ever been collected.

After over six months of trying to negotiate terms for periodic payments and a final payment in 2039, the City Attorney, Development Director and City Administrator are recommending that the city accept a buy out of the note for $100,000.

Councilor Smith moved, Councilor Bastille seconded, that this matter be tabled for two (2) weeks. The motion passed with six (6) yeas.

B. Tax Anticipation Note

Councilor Lovell moved, Councilor Mills seconded, that it be Ordered to
The motion passed with six (6) yeas.

ORDER AUTHORIZING CITY OF SACO TO ISSUE TAX ANTICIPATION NOTE FOR 2008-2009 FISCAL YEAR

Be it ordered by the City Council of the City of Saco, Maine in City Council assembled:

1) That under and pursuant to 30-A M.R.S.A. §5771 and Section 6.14 of the Charter of the City of Saco, the City borrow in anticipation of the receipt of taxes the sum of not more than $2,000,000.00 from TD Banknorth, N.A., at an interest rate of not more than 2.99 % per annum, which sum shall be available to be drawn down on an “as-needed” basis;

2) That the loan be evidenced by a general obligation note issued in the name of the City, payable within the current fiscal year out of receipts from taxes levied for the current fiscal year (the “Note”);

3) That the offer of TD Bank, N.A., to purchase the Note, be approved, and that the sale of the Note be awarded to TD Bank, N.A.;

4) That to the extent not inconsistent with this Order, the Treasurer be authorized to select the issue date, maturity, denomination, interest rate, place of payment, form and other details of the Note, as the Treasurer determines to be in the interest of the City;

5) That the Note may be made redeemable or callable, with or without premium, prior to its maturity;

6) That the Note be executed in the name of the City by the Treasurer and Mayor, under the official seal of the City attested by the City Clerk, and that any signature thereon may be by facsimile to the extent permitted by law;

7) That the Treasurer be authorized and directed to covenant and certify on behalf of the City that no part of the proceeds of the Note shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

8) That the Treasurer be authorized to covenant on behalf of the City to file any information report and pay any rebate due to the United States in connection with the issuance of the Note, to take all other lawful actions necessary to insure that interest on the Note will be excluded from the gross income on the owners thereof for purposes of federal income taxation, and to refrain from taking any action which would cause interest on the Note to become includable in the gross income of the owners thereof;

9) That the Treasurer be authorized to designate the Note as a qualified tax exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986;

10) That the Treasurer be authorized to execute and deliver such tax certificates, arbitrage and use of proceeds certificates and other documents and certificates as may, in the Treasurer’s opinion, be necessary or convenient to effect the transactions hereinbefore authorized, to be in such form not inconsistent with this Order as the Treasurer, with the advice of the City’s bond counsel, may approve;
11) That the Treasurer and other proper officials of the City be authorized and empowered in its name and on its behalf to do or cause to done all such other acts and things as may be necessary or desirable in order to effect the issuance, sale and delivery of the Note in accordance herewith and any such prior action by them be hereby ratified and confirmed;

12) That if the Treasurer, Mayor, Clerk or any other City officer or official is for any reason unavailable to approve, execute or attest the Note or any related financing documents, the person or persons acting in any such capacity, whether as an assistant, a deputy, or otherwise, be authorized to act for such official with the same force and effect as if such official had herself/himself performed such act; and

13) That a copy of this Order be filed with the City Clerk.

Councilor Lovell moved, Councilor Mills seconded that the Order be approved. The motion passed with six (6) yeas.

C. Acceptance of Phase I Streets – Warren Woods Subdivision

The Warren Woods subdivision, Phase 1, which includes Steeple Drive and Jacqueline Drive, is complete, and developer J. Thomas Scriverer LLC has requested that streets and infrastructure be considered for acceptance by the City. The subdivision was approved by the Planning Board September 13, 2005. These two streets along with sewer mains, utility lines, sidewalks and drainage structures are offered for acceptance, all constructed or installed to City standards. The streets provide access and frontage to six new house lots and four previously existing lots.

The warranty deed has been submitted, and reviewed by the City Attorney. Record drawings have been prepared, reviewed and found acceptable. The Planning Board considered this request on January 6, 2009, and recommends acceptance with the condition that funds of the developer’s be reserved should issues identified by abutters be examined in the Spring and need to be addressed. The City retains $5,057.66 of the developer’s funds, with his consent.

Councilor Smith moved, Councilor Lovell seconded, that it be Ordered that the City Council move pursuant to 23 MRSA Section 3025, to accept the dedication made by J. Thomas Scrivener, LLC of title in fee simple of the Steeple Drive and Jacqueline Drive rights of way, parcels of land bounded and described and titled in a Warranty Deed by and between J. Thomas Scrivener, LLC and the City of Saco, Maine dated January 19, 2009. The motion passed with six (6) yeas.
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that J. THOMAS SCRIVENER, LLC, a Maine limited liability company with a mailing address of 5300 Dorsey Hall Drive, Suite 102, Ellicott City, Maryland 21042 ("Grantor"), for and in consideration of one dollar and other valuable consideration paid by THE CITY OF SACO, whose mailing address is 300 Main Street, Saco, Maine 04072 ("Grantee"), hereby transfers and conveys unto the said Grantee, with WARRANTY COVENANTS, the following described real estate and interests in real estate:

In fee simple: 1) all that lot or parcel of land to be known as Steeple Drive, a cross-street to Jenkins Road in the City of Saco, County of York, and State of Maine as shown on a Subdivision/Site Plan entitled, “Warren Woods (Phase 1) dated August 31, 2005, recorded in the York County Registry of Deeds in Plan Book 307, Page 46; 2) and all that lot or parcel of land to be known as Jacqueline Drive, a cross-street of Steeple Drive in the City of Saco, County of York, and State of Maine also as shown on a Subdivision/Site Plan entitled, “Warren Woods (Phase 1) dated August 31, 2005, recorded in the York County Registry of Deeds in Plan Book 307, Page 46 ("Plan"); and 3) all that lot or parcel of land containing 15542 square feet or .43 acres located northwest of Steeple Drive in the City of Saco, County of York, and State of Maine as shown as “Land of J. Thomas Scrivener to be Conveyed to the City of Saco” on a Subdivision/Site Plan entitled, “Warren Woods (Phase 1) dated August 31, 2005, recorded in the York County Registry of Deeds in Plan Book 307, Page 46, as being more particularly bounded and described as follows:

SEE ATTACHED EXHIBIT A

Also conveying herewith an easement, to be used in common by J. Thomas Scrivener, LLC, its successors and assigns and all others who may now have or may hereinafter be granted rights to any of the property conveyed by Nelson Beaulieu and Roger J. Beaulieu to J. Thomas Scrivener LLC by deed recorded in the York County Registry of Deeds in Book 11524 at Page 193, their respective heirs, successors and assigns, on that open space easement area containing 17,710 square feet or .41 acres, as shown and depicted on the Plan as “Open Space Easement” on a Subdivision/Site Plan entitled, “Warren Woods (Phase 1) dated August 31, 2005, recorded in the York County Registry of Deeds in Plan Book 307, Page 46.

BEING part of the land conveyed by Nelson Beaulieu and Roger J. Beaulieu to J. Thomas Scrivener LLC by deed recorded in the York County Registry of Deeds in Book 11524 at Page 193.
The above described premises are hereby conveyed: (1) subject to such utility service easement or other easements or rights-of-way on, over, under or across said property as may now have any legal existence, including, but not limited to: a) that Agreement referenced in a Memorandum recorded in the York County Registry of Deeds in Book 14276, Page 223; (b) that easement given to Central Maine Power Company dated July 15, 1968, and recorded in the York County Registry of Deeds in Book 1822, Page 329; (c) that easement given to Verizon New England Inc. and Central Maine Power Company dated June 8, 2006, and recorded in the York County Registry of Deeds in Book 14870, Page 607; and (d) that easement given to Central Maine Power Company and Verizon New England Inc. dated July 20, 2006, and recorded in the York County Registry of Deeds in Book 14958 at Page 798; (2) together with the benefit of any appurtenant utility service or other easements, or rights-of-way; (3) subject to all federal, state and local land use statutes, ordinances and regulations; and (4) reserving unto J. THOMAS SCRIVENER, LLC, its successors and assigns the right to continue to use such roadways, rights of way and easements, and to tie into, connect with, and utilize such drainage or sewerage pipes, pumps, manholes, covers, catch basins, valves couplings, wires or other appurtenances installed in, on or under the conveyed premises for the benefit of its remaining land or land which it may hereinafter acquire.

Provided, however, that the various reservation of rights and interests, set forth hereinabove, may only be exercised with and upon the review, consent and reasonable condition of Grantee, who shall act at all times in good faith; and upon compliance with all then existing federal, state and local plan conditions, permitting, rules, regulations, ordinances, statutes and laws, as well as the payment of any and all fees.

Notwithstanding the preceding reservation of rights and interests, described hereinabove the Grantee may, without the consent or approval of Grantor and/or its successors and assigns, fix, repair, enlarge, improve and maintain said utilities and facilities as it exclusively deems necessary.

By the acceptance and recording hereof, the within Grantee agrees to accept and maintain the above areas depicted as roadways and public streets and to maintain the easement areas conveyed herein.

[signatures on next page]
II. ADJOURNMENT

Councilor Smith moved, Councilor Lovell seconded, to adjourn. The motion passed with six (6) yeas.

TIME: 10:10 p.m.

ATTEST: __________________
Lucette S. Pellerin, City Clerk