

**AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 18, 2019
REGULAR MEETING – 7:00 P.M.**

NO NEW BUSINESS SHALL BE TAKEN UP AFTER 10:00 P.M.

Item 1. Call to Order.

Item 2. Pledge of Allegiance.

Item 3. Roll Call.

Item 4. General Public Comments.*

Item 5. Minutes: September 4, 2019 – Regular Town Council Meeting.
September 10, 2019 – Special Town Council Meeting.

Item 6. Adjustment to the Agenda.

Item 7. Items to be signed: a. Treasurer's Warrants.

Item 8. Non Action Items.

a. Update from the Scarborough Historical Society on the School House Restoration Project.

***Procedure for Addressing Council** [Posted in Chambers.]

Order No. 19-068, 7:00 p.m. Public hearing with the Planning Board and the Town Council on the proposed second Contract Zone amendment on Larrabee Farms from Grondin Aggregates, LLC. [Applicant]

OLD BUSINESS: None at this time.

NEW BUSINESS:

Order No. 19-069. First reading and schedule a public hearing on the proposed amendment to Chapter 311 – Schedule of Fees pertaining in-lieu fees for Affordable Housing and Development Transfers. [Housing Alliance/Conservation Commission]

Order No. 19-070. Act on the request to set the date, time, and location of the Municipal Elections for Tuesday, November 5, 2019, at the Scarborough High School – Alumni Gym; appoint the warden and deputy warden, set the hours for voter registration, and act on appointments of election/ballot clerks, pursuant to Chapter 200 – Article VIII. Nomination and Elections and authorize the Town Clerk to make any additional appointments as necessary. [Town Clerk]

Order No. 19-071. Act on the request to approve the names of residents to serve on the Ad-Hoc Community Center Advisory Committee, as recommended by the Town Council. [Town Council]

Item 9. Standing and Special Committee Reports and Liaison Reports.

Item 10. Town Manager Report.

Item 11. Council Member Comments.

Item 12. Adjournment.

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SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 18, 2019
REGULAR MEETING – 7:00 P.M.

Order No. 19-068, 7:00 p.m. Public hearing with the Planning Board and the Town Council on the proposed second Contract Zone amendment on Larrabee Farms from Grondin Aggregates, LLC. *[Applicant]*

Motion by Councilor , seconded by Councilor , to move approval pursuant to Chapter 405 Section 4. Procedures – a-iii: advise the applicant: [CHOOSE ONE OF THE FOLLOWING OPTIONS]

- (1) to withdraw the request for contract zoning; or
- (2) to continue to process the request for contract zoning, with or without modifications suggested by the Council; or
- (3) to revise and resubmit the application for contract zoning, under Section II(I)(4)(a)(i) above.

Applicant

Ought to Pass

Sponsor

Recommendation

09/18/19 – Vote:

First Reading/Vote

09/18/19 - Public Hearing

Public Hearing

N/A

Second Reading/Final Approval/Vote

September 9, 2019

RECEIVED

SEP 10 2019

Jay Chase, Planning Director
Town of Scarborough
P.O. Box 360
Scarborough, ME 04074

RE: Larrabee Farm Wetland Mitigation Project Update to the Town Council and Proposed Contract Zone Amendment #2

Dear Jay,

The purpose of this letter is to give you and the Town Council an update on the Larrabee Farm Wetland Mitigation Project and to apply for amendment #2. The discussion will revolve around the current contract zone, the proposed amendment #2 and finally the future close out of the project.

As discussed with you and the planning board earlier this summer, the project has been going along quite well and the requirements of the contract zone have been adhered to except for one provision. Neither us or the town realized that we had gone past our revised 10-year window from amendment #1 in 2008 until earlier this year; the original agreement in 2006 had a 20-year window. Therefore, we are requesting an extension from the revised 10-year window to do two things: 1.) finish exporting the majority of aggregates this construction season and be 100% by the end of next year and; 2.) continue to try to close out the project as originally envisioned by completing the remaining wetland creation areas. I look forward to talking with you and the Council in more detail at the September 18th meeting. We will have further materials to present at that meeting. If you have any questions or comments prior to then, please give me a call and we can discuss.

Regards,



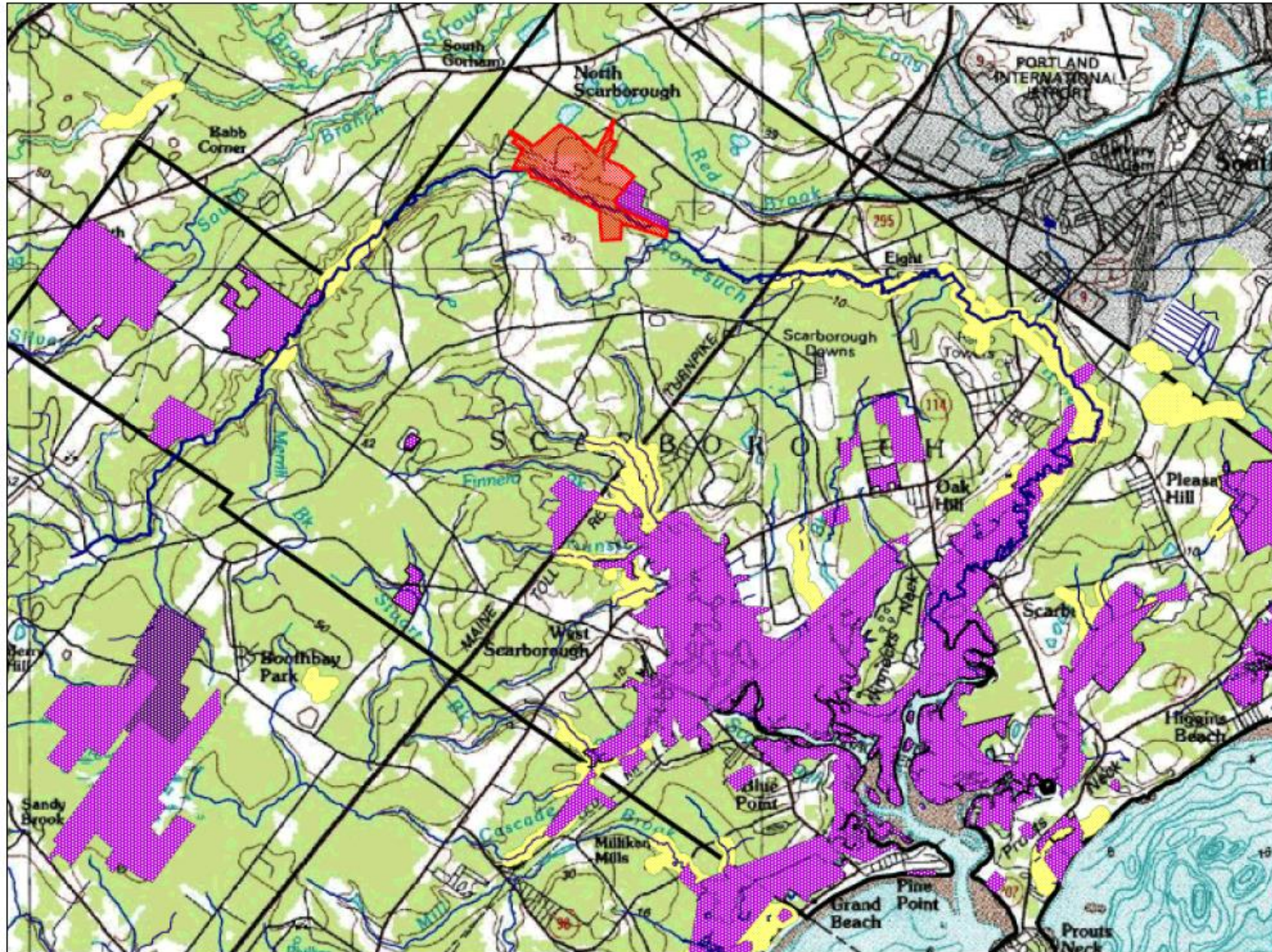
Larry Grondin
R.J. Grondin & Sons

Larrabee Farm Wetland Mitigation Project Update



June 2019

Scarborough's existing town-owned, conservation or mapped inland wading bird habitats



Larrabee Farm Parcel Description

Property:

- 337 acres
- 95 acres of existing wetlands
- Over 1 mile of frontage on the Nonesuch River and floodplain

Historical Land use:

- Farming
- Forestry
- Mineral Extraction
- Recreation

- **Larrabee Farm Wetland Mitigation Project Timeline**

- 2006 – Original approval of contract zone
- 2006 – MDOT Gorham Bypass Wetlands Creation areas built (67.5 acres total)
- 2007 – Cabela's Wetland Creation area built (31.5 acres total)
- 2008 – Amendment to contract zone (reducing from 20 years to 10 years)
- 2009 – Jetport Wetlands Creation area built (103.5 acres total)
- 2012 – Settlers Green Wetlands Creation area built (5.8 acres total)
- 2017 – Final sign off from USACOE & Maine DEP for MDOT Gorham Bypass mitigation project
- 2017 – Last quarry blast for aggregate production
- 2018 – Final sign off from USACOE & Maine DEP for Cabela's mitigation project
- 2019 – Final sign off is pending from USACOE & Maine DEP for Jetport mitigation project
- Jan. 2019 – Began moving functions of the aggregate operations to other locations

[illegible]

Larrabee Farm Wetland Mitigation Project



SECOND AMENDMENT TO EXHIBIT 8
CONTRACT ZONE AGREEMENT BETWEEN
GRONDIN AGGREGATES LLC
[The Larrabee Farms Wetlands Mitigation Project]
AND
THE TOWN OF SCARBOROUGH

This Second Amendment to Contract Zoning Agreement (hereinafter, this "Amendment") is made as of the ____ day of October 2019 by and between the Town of Scarborough, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter, "the Town"), Grondin Aggregates LLC, a limited liability company, located in Gorham, Maine (hereinafter, "Grondin"), pursuant to the Contract Zoning provisions of Section II, Subsection I of the Zoning Ordinance of the Town of Scarborough (hereinafter, the "Zoning Ordinance").

WHEREAS, Grondin entered into a Contract Zoning Agreement with the Town dated as of the 16th day of August, 2006 (hereinafter, the "Agreement") creating Contract Zoning District Number VIII (hereinafter, the "District") as described in Section XXIII of the Zoning Ordinance, said Agreement having been recorded in the Cumberland County Registry of Deeds in Book 24332, Page 285; and,

WHEREAS, Grondin was granted an amendment to the Agreement in 2008 in order to allow the importation and storage of aggregate materials from outside the District to be used in the mixing and processing of materials excavated or quarried onsite to create aggregate products for end users; and

WHEREAS, by allowing such mixing, Grondin agreed to reducing the original 20-year span of the agreement down to 12 years; and

WHEREAS, the ability of Grondin to undertake such mixing and processing within the District did expedite the extraction of on-site materials however, the wetlands mitigation and preservation market has stalled; and

WHEREAS, Grondin wishes to finish closing out the wetlands project as designed as well as finish up the aggregate storage but needs more time to do so.

NOW THEREFORE, in consideration of the mutual promises made by the parties to one another, the parties covenant and agree as follows:

1. The requirements for conservation easements under Section 3(p) shall remain in effect and the requirements of sections 5 & 6 of the 1st Amendment shall be voided.
2. Grondin agrees to finish the aggregate storage and substantially get rid of the remaining piles by December of 2020.
3. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. Grondin shall record this Amendment in the Cumberland County Registry of Deeds within thirty (30) days after its approval by the Scarborough Town Council.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

WITNESS _____ By: GRONDIN AGGREGATES, LLC

Robert Grondin III, its Manager

WITNESS _____ By: TOWN OF SCARBOROUGH

Thomas Hall, its Town Manager
(duly authorized by vote of the
Scarborough Town Council
on_____, 2019)

0062631

OK 15008PG324

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that we, Linwood M. Higgins, an individual of Scarborough, Maine, and Three Diamonds Realty, Inc., a Maine corporation with a place of business in Scarborough, Maine (collectively herein "Grantors"), for consideration paid, GRANT to Robert J. Grondin, an individual having a mailing address of Lower Main Street, Gorham, Maine, 04038 and Phillip H. Grondin, an individual having a mailing address of Lawrence Road, West Gray, Maine, 04039, as Tenants in Common, with WARRANTY COVENANTS, the real estate in Scarborough, Maine, described as follows:

All that certain lot or parcel of unimproved land located on Gorham Road (Route 114) and Beech Ridge Road, and along the Nonesuch River, all in the Town of Scarborough, Cumberland County, and State of Maine, being more specifically bounded and described on Exhibit A, attached hereto and consisting of 5 pages.

In Witness whereof, Linwood M. Higgins has hereunto set his hand and seal, and Three Diamonds Realty, Inc. has caused this deed to be signed and sealed in its corporate name, both on October 4, 2000.

WITNESS:

Three Diamonds Realty, Inc.

By: Linwood M. Higgins
Linwood M. Higgins, its President

Nancy L. Howle
Robert J. Grondin

Linwood M. Higgins
Linwood M. Higgins

^{NORTH}
STATE OF ~~SOUTH~~ CAROLINA
COUNTY OF MOORE ss.

October 4, 2000

Then personally appeared the above named Linwood M. Higgins, individually and as President of said Three Diamonds Realty, Inc, and acknowledged the foregoing instrument to be his/her free act and deed, and his free act and deed in his said capacity.

Before me,

Nancy L. Howle
Notary Public
Print Name: Nancy L. Howle

SEAL

COMMISSION EXPIRES 10-21-04

MAINE REAL ESTATE TAX PAID

EXHIBIT A

Deed from Higgins and Three Diamonds to Grondins, Gorham Road and Beech Ridge Road,
Scarborough, Maine

A certain lot or parcel of land situated Easterly of the Beech Ridge Road and Southerly of the Gorham Road in the Town of Scarborough, County of Cumberland and State of Maine more particularly described as follows:

BEGINNING at a 5/8" rebar found on the Easterly side of Beech Ridge Road which rebar is located at the Northwestern corner of premises now or formerly of Sandra J. Merrill acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 7443, Page 235;

THENCE, South 38° 38' 25" East, 399.97 feet to another 5/8" rebar found;

THENCE, South 53° 41' 36" West, a distance of 180.74 feet to a 5/8" rebar located on the Northerly line of property now or formerly of Adam and Helen Wilson by Deed recorded in the Cumberland County Registry of Deeds in Book 3631, Page 97;

THENCE, South 39° 18' 33" East 400.49 feet to a 5/8" rebar at the most easterly corner of the aforesaid Wilson Property;

THENCE, South 40° 35' 16" West a distance of 523.22 feet to a 5/8" rebar at the most easterly corner of land now or formerly of Catrina M. St. Hilaire;

THENCE, South 32° 42' 41" West a distance of 520.00 feet, more or less, to the center of the Nonesuch River;

THENCE, traveling in a general southeasterly direction along the centerline of the Nonesuch River to a point which marks the most northerly corner of property now or formerly of Donald E. Erskine by Deed recorded in the Cumberland County Registry of Deeds in Book 6485, Page 266;

THENCE, South 7° 25' 56" West along the line of said Erskine land a distance of 675.00 feet to a point at which is located at a 13 inch pine tree;

THENCE, South 65° 23' 10" East a distance of 373.35 feet along the line of land of Carlton and Anne Comstock acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 2940, Page 311;

THENCE, South 57° 52' 48" East a distance of 665.11 feet along the land of said Comstock;

THENCE, South 41° 2' 24" East a distance of 293.55 feet along the land of said Comstock;

THENCE, South 59° 56' 27" East a distance of 467.21 feet along the land of said Comstock and along land of Phillip and Roxanne Hall acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 6657, Page 62;

THENCE, South 46° 27' 8" East a distance of 1,040.07 feet to a point;

THENCE, South 47° 26' 14" East a distance of 440 feet along land of Kenneth L. Waterman acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 3156, Page 183 to a point at which is located an 18" Stump;

THENCE, North 5° 54' 41" East a distance of 272 to the center line of the Nonesuch River;

THENCE, in a general easterly direction along the centerline of the Nonesuch River and land of Richard Waterman to a point which is South 5° 54' 41" West a distance of 350 feet from a wire fence.

THENCE, North 5° 54' 41" East along land of Pauline Drenzo acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 3575, Page 293 a distance of 350 feet to a point and the wire fence;

THENCE, North 53° 15' 32" East a distance of 1,398 feet along land now or formerly of said Drenzo and along land of Clayton Skillin and Shirley Szabo acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 4753, Page 14 to a point which marks the most southerly corner of land now or formerly of Madeo and Pauline Drenzo acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 2935, Page 588;

THENCE, North 39° 51' 45" West a distance of 720 feet to a drill hole located in a large boulder at the most southwesterly corner of land now or formerly of said Drenzo.

THENCE, North 49° 38' 45" West along land of Albert and Joshua Libby acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 7405, Page 132 a distance of 763.12 feet to a drill hole in a boulder located at the most southwesterly corner of land of said Libby;

THENCE, North 48° 30' 45" East a distance of 932.45 feet to a 2" iron pin;

THENCE, North 46° 5' 41" West 328.33 feet to a 4" stone monument;

THENCE, North 19° 48' 41" East a distance of 61.21 feet to a 1 1/4" iron pipe;

THENCE, North 28° 34' 51" East a distance of 88.87 feet to a 1 1/4" iron pipe;

THENCE, North 31° 29' 54" East a distance of 149.99 feet to an iron pin;

THENCE, North 31° 13' 45" East a distance of 40.54 feet to a 1 1/4" iron pin;

THENCE, North 22° 24' 16" East a distance of 110.09 feet to a 1" iron pin;

THENCE, North 7° 51' 56" West a distance of 106.20 feet to a 1 ½ " iron pin;

THENCE, North 15° 2' 12" East a distance of 92.35 feet to a 1 ½ " iron pin;

THENCE, North 37° 17' 30" East a distance of 124.78 feet to a 1 ½ " iron pin;

THENCE, North 69° 17' 54" East a distance of 76.46 feet to a 1 ½ " iron pin;

THENCE, North 63° 2' 10" East a distance of 36.43 feet, more or less, to a 2" iron pin located on the Southwesterly side of the Gorham Road;

THENCE, North 36° 48' 3" West a distance of 101.50 feet to a point which marks the northeast corner of land conveyed to Higgins and Waldron Joint Venture Trust by David McKenzie by deed recorded in the Cumberland County Registry of Deeds in Book 11782, Page 114;

THENCE, by the same course along Gorham Road, a distance of 200.00 feet to a 5/8" diameter rebar with cap #2205 set;

THENCE, S 50° 56' 13" W by land of said McKenzie, a distance of 208.70 feet to a capped rebar set;

THENCE, S 30° 45' 17" W by land of said McKenzie, a distance of 533.02 feet to a spike with cap #2205 into an 18" diameter oak log at the boundary between the Second Division Lots 19 and 20;

THENCE, South 52° 14' 17" West a distance of 902.60 feet to a stone monument which has been painted blue;

THENCE, North 33° 4' 31" West a distance of 379.45 feet along said McKenzie land to a three stone monument;

THENCE, North 50° 28' 55" East a distance of 85.14 feet to a point which point marks the southeasterly corner of land now or formerly of Albert and Bessy LaBrecque acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 1958, Page 4;

THENCE, North 41° 44' 24" West a distance of 507.16 feet along land of said LeBrecque to a point and a 2 ½ " iron pin;

THENCE, North 33° 5' 1" West a distance of 432.86 feet to a 1 ¾ " iron pin and along said land now or formerly of Richard and Alberta Donovan acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 2558, Page 244;

THENCE, North 47° 13' 26" West a distance of 619.59 feet to a 1 ½ " iron pin along land now or formerly of Sally P. Knight acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 4757, Page 252;

THENCE, South 53° 33' 17" West, a distance of 446.18 feet to a 1" iron pin along land now or formerly of Michelle and Angela Gagne acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 4968, Page 311;

THENCE, South 51° 43' 4" West, a distance of 412.13 feet to a 1" iron pin along land now formerly of Allyn Lord acquired by Deed recorded in the Cumberland County Registry of Deeds in Book 2839, Page 133.

THENCE, along land of said Lord, South 73° 57' 53" West a distance of 274.61 feet to a point;

THENCE, South 77° 48' 58" West, a distance of 385.24 feet to a 1" iron pipe.

THENCE, North 61° 40' 46" West, a distance of 134.70 feet to a 1 1/4" iron pin;

THENCE, North 56° 37' 35" West, a distance of 63.17 feet to a point;

THENCE, North 34° 19' 20" West a distance of 235.89 feet to a 1 1/4" iron pin;

THENCE, North 36° 34' 30" West a distance of 556.86 feet to a point;

THENCE, North 37° 46' 51" West a distance of 73.7 feet to a point;

THENCE, North 47° 53' 24" West a distance of 96.79 feet to a 1 1/2" iron pin located on the easterly side of Beech Ridge Road;

THENCE, South 53° 13' 17" West along the easterly side of Beech Ridge Road a distance of 193.29 feet to a 5/8" rebar and the point of beginning.

Reference is hereby made to a standard boundary survey prepared for Linwood M. Higgins and Herbert A. Waldron at Gorham Road and Beech Ridge Road, Scarborough, Maine dated October 15, 1993 and recorded at the Cumberland County Registry of Deeds in Plan Book 194, Page 140.

The within premises are conveyed subject to the following:

1. Rights of others, in common with the grantor, to use an appurtenant right of way described as "the roadway from the Marr Farm to the Gorham Road," as set forth in a deed recorded in Cumberland County Registry of Deeds Book 589, Page 15.
2. Rights of others, in common with the grantor, in and to the use of the road or way leading from the Larrabee "Meadows Lot" to the "Plains Lot" as set forth in a deed recorded in Cumberland County Registry of Deeds Book 1508, Page 164.
3. Rights and easements as conveyed by deed to New England Telephone & Telegraph Company and Central Maine Power Company recorded in the Cumberland County Registry of Deeds in Book 3027, Page 784.

BK 1115808PG329

4. Rights of others, in common with the grantor, in and to the use of all rights of way to adjoining wood lots of Robert C. Green, all as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 2323, Page 402.
5. Rights and easements as conveyed by deed from Linwood M. Higgins and Herbert A. Waldron to Charlene Elizabeth Rawding dated June 10, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7250, Page 84.
6. Rights and easements as conveyed by deed from Linwood M. Higgins and Herbert A. Waldron to Howard M. Rawding, Jr. dated --/--/86 and recorded in the Cumberland County Registry of Deeds in Book 7223, Page 263.
7. Rights and easements as conveyed by deed from Linwood M. Higgins and Herbert A. Waldron to Shirley A. Bodman dated --/--/86 and recorded in the Cumberland County Registry of Deeds in Book 7223, Page 264.
8. The rights of upper and lower riparian owners in and to the waters of the Nonesuch River and the natural flow thereof.

PALETHREE DIAMONDS REALTY\GORHAM RD BEECH RIDGE RD\EXHIBIT A (Gorham Rd. & Beech Ridge Rd.).doc

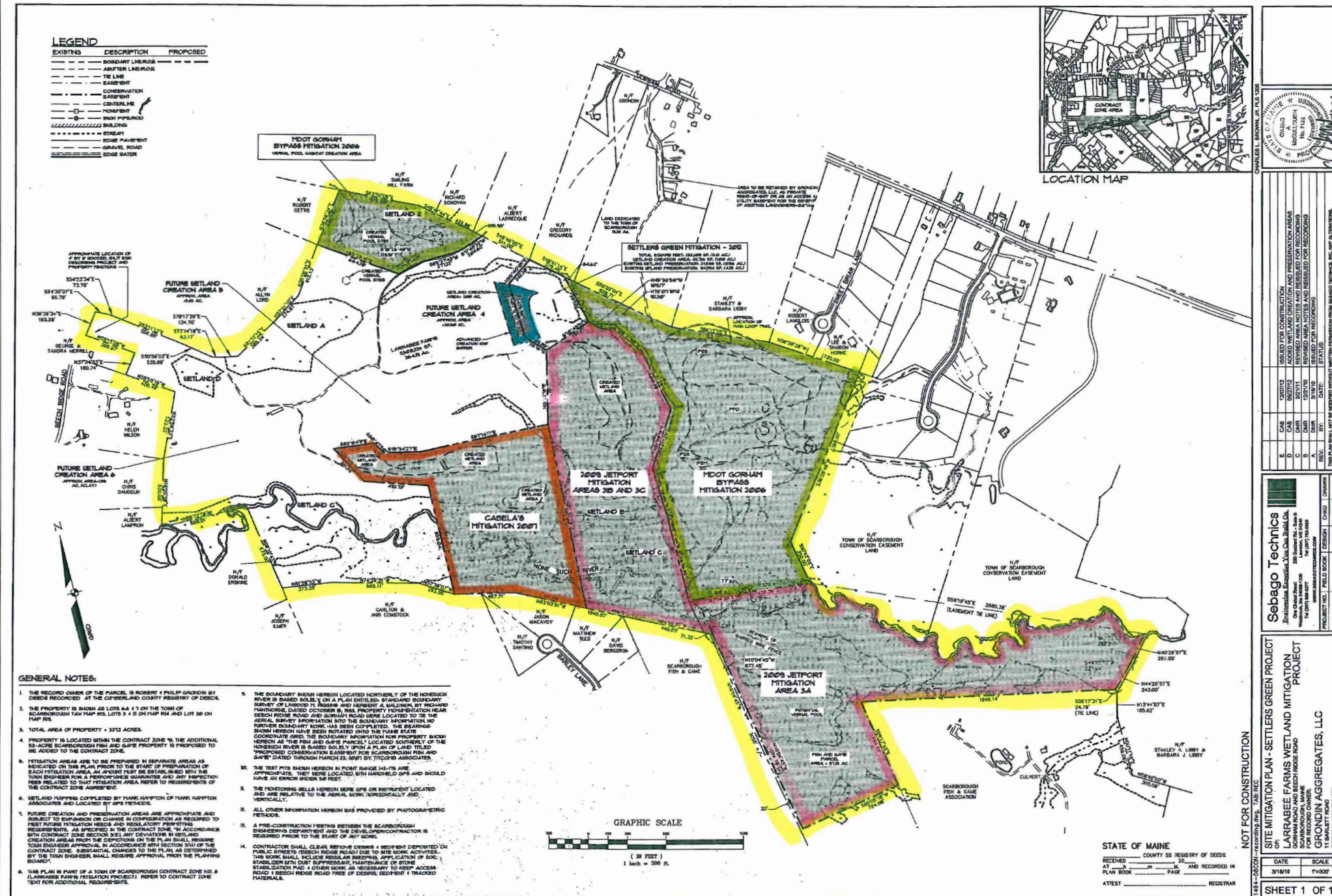
RECEIVED
RECORDED REGISTRY OF DEEDS

2000 OCT 26 PM 1:15

CUMBERLAND COUNTY

John B O'Brien

281 Beech Ridge Road
Map R013 Lot 006A & 007
R014 Lot 021
R019 Lot 020



= area subject to contract zone agreement.

R.J. Grondin & Son's Larrabee Farms Wetland Mitigation Project Site in Scarborough is available for all your wetland mitigation needs!

The Larrabee Farms project site consists of an approximately 250-acre parcel of land located in north Scarborough, southeast of the intersection of Route 114 and Beech Ridge Road. The land contains an abandoned sand pit, an old quarry, and large expanses of existing upland forest, wetland forest and scrub/shrub wetland areas. The design for the site includes 40 acres of wetland creation potential, with over 200 acres of permanent preservation of upland and wetland buffers along a 1-mile stretch of the Nonesuch River. As of 2016, the sight is roughly 50% built. Wetland creation opportunities include forested, shrub or emergent wetland types, as well as vernal pool habitat creation areas.

The size of the Larrabee Farms project and its location along the Nonesuch River make the site an attractive mitigation alternative for projects located throughout the greater Portland area. The site will provide mitigation for wetland impacts within a large preservation area connected via the river corridor to several other protected lands.

Compared to smaller compensation projects, which often only mitigate within a developed area and fail to provide many of the wetland functions that natural wetland ecosystems provide, the Larrabee Farms site will provide a wider variety of functions and values within a large and diverse preservation area. There is plenty of room left at the site for both large and small mitigation projects. For more information, please contact Larry Grondin at R.J. Grondin & Sons in Gorham, ME.



Photo: One of the wetland creation areas at the sight. Planned, course woody debris can be seen in this photo. This particular cell was created in 2013 and is doing very well.

EXHIBIT 8 –

**CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
GRONDIN AGGREGATES LLC**

This is a Contract Zoning Agreement made as of the 16th day of August 2006, by and between the TOWN OF SCARBOROUGH, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter “the Town”), and GRONDIN AGGREGATES LLC, with a mailing address of 11 Bartlett Rd, Gorham, Maine 04038 (hereinafter “Grondin”) pursuant to the Contract Zoning provisions of Section II, Subsection I of the Scarborough Zoning Ordinance (hereinafter the “Zoning Ordinance”).

WHEREAS, Grondin owns a parcel of real estate located southeast of the corner of Beech Ridge Road and Route 114 in Scarborough, Maine consisting of 284.2 acres (hereinafter “the property”); and

WHEREAS, the property is currently zoned in a Rural Residence and Farm District (RF) under the Zoning Ordinance, and the land within 75 feet of the Nonesuch River is zoned within the Stream Protection District (SPD) under the Scarborough Shoreland Zoning Ordinance (hereinafter the “Shoreland Zoning Ordinance”) and will be maintained in its current state; and

WHEREAS, the Rural Residence and Farm District allows wetlands creation on previously excavated property pursuant to a contract zoning agreement approved by the Town Council under Section II(I) of the Zoning Ordinance; and

WHEREAS, the property contains over 1 mile of frontage on the Nonesuch River, and the associated floodplain and wetlands, which provide unique and quality resources of wildlife habitat and opportunities for recreation, and the area currently zoned within the Stream Protection District will remain undeveloped; and

WHEREAS, Grondin wishes to establish a large wetlands mitigation project on the site, the Larrabee Farms Wetlands Mitigation Project (the “project”), which would involve preservation and creation of wetlands to provide compensation for wetlands impacts on other properties; and

WHEREAS, the size, location, hydrogeology, and topography of this site provide a unique and viable opportunity for a wetlands creation and preservation project, and the project will be satisfactorily buffered from abutting properties; and

WHEREAS, the entire parcel that includes this contract zone, except approximately 20 acres shown on Exhibit A and dedicated to the Town for possible use as a school or other municipal uses, will be encumbered by a conservation easement or easements limiting the use of the property to wetlands and open space preservation and passive outdoor recreation; and

WHEREAS, Grondin has requested a rezoning of the property to allow construction of said wetlands mitigation project; and

WHEREAS, each wetlands creation and preservation phase of the proposed project would be overseen and authorized by the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899; and

WHEREAS, each wetlands creation and preservation phase of the proposed project would also be overseen and authorized by the Maine Department of Environmental Protection pursuant to the Maine Natural Resources Protection Act (38 M.R.S.A. §§480-A *et seq.*), and the Maine

Department of Environmental Protection may also act as a third-party enforcer of the conservation easement or easements on the property; and

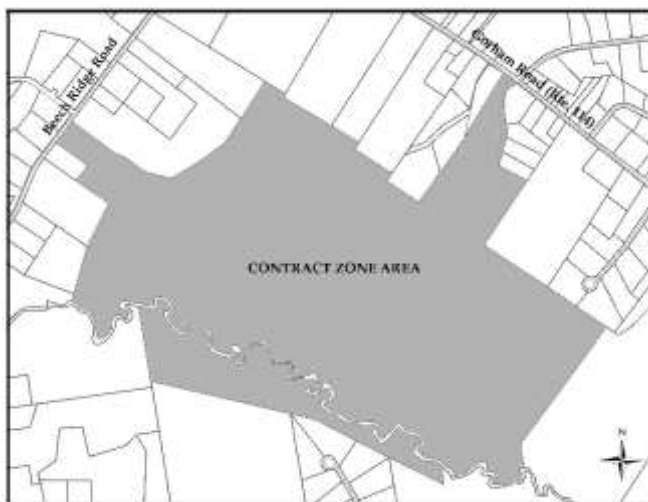
WHEREAS, the rezoning would be consistent with the Policies and Future Land Use Plan of Part III of the Scarborough Comprehensive Plan; and

WHEREAS, the Larrabee Farms Wetlands Mitigation Project site will provide unique and expansive recreational opportunities for the Town of Scarborough through the creation of trails and the permanent protection placed upon parcel and trail areas; and

WHEREAS, the Town of Scarborough, by and through its Town Council, has determined that the said rezoning would be pursuant to and consistent with the Town's Comprehensive Plan and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement on August 16, 2006.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. Zoning Map: The Town hereby amends the Zoning Map of the Town of Scarborough, by adopting the map change amendment shown below:



2. Depth of Excavation: Except as otherwise specified in this Agreement, the project shall not be subject to and shall not require review under the Town of Scarborough Extractive Industry and Land Reclamation Ordinance (the "Extractive Industry Ordinance"). Notwithstanding contrary provisions in the Extractive Industry Ordinance, excavation may occur below the seasonal high water table for the purpose of accessing groundwater for wetlands creation. Any excavation deeper than 12 inches above the seasonal high water table is limited to a wetlands creation area within a compensation package which has been accepted for use as mitigation by the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection and has been approved by the Town Engineer under Section 3(h) below and secured by a performance guarantee under Section 3(h) below.

3. Process and Regulations: Grondin is authorized to create a wetlands mitigation project including wetlands creation, and wetlands with surrounding uplands preservation on the property, subject to the following conditions:

(a) **Commencement:** The project must be commenced within two years of the date of this Agreement.

(b) **Plan Approval:** With the exception of the property to be dedicated to the Town and shown on Exhibit A, the property subject to this Agreement shall be developed and used substantially in accordance with the Larrabee Farms Wetlands Mitigation Project Plan granted preliminary approval by the Scarborough Planning Board on July 17, 2006, as such plan is finally approved by the Planning Board and may be amended from time to time by the Planning Board (hereinafter the "Plan").

(c) **Permitted Uses:** The permitted uses on the property shall be limited to the following:

(i) wetlands mitigation and associated work; specifically: wetlands creation in previously excavated areas, wetlands creation in areas excavated in order to create wetlands, extractive industry incidental to or in preparation for wetlands creation; and land reclamation;

(ii) passive recreation, including trails as depicted on the Plan and trail maintenance;

(iii) public schools, municipal uses and uses allowed in the RF District on the property depicted on Exhibit A and hereby dedicated to the Town;

(iv) preservation of wetlands and open space.

(d) **Wetland Mitigation Packages:** As wetlands compensation packages are accepted for use as mitigation by the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection, wetlands creation will be conducted pursuant to the terms of this Agreement. Grondin shall give first priority to wetlands compensation packages which will mitigate or compensate for the effects of impacts to wetlands located in Scarborough and shall give second priority to wetlands compensation packages which will mitigate or compensate for the effects of impacts to wetlands located outside Scarborough but within the Nonesuch River watershed. Prior to the commencement of development of each wetlands creation area, Grondin shall submit to the Town Planner and the Town Engineer a description of the wetlands creation project, which shall include the identity of the off-site project being benefited by the wetlands compensation package. If such benefited project is not within the Town of Scarborough or the Nonesuch River watershed, Grondin must demonstrate to the satisfaction of the Town Planner that there are no projects in Scarborough or the Nonesuch River watershed that have pending applications with the U.S. Army Corps of Engineers and/or the Maine Department of Environmental Protection that will necessitate wetlands creation or mitigation and which therefore could be benefited by, and are willing to participate in, a wetlands compensation package through Grondin.

(e) **Wetlands Creation Area Development:** Excavation on the property shall be undertaken by area, substantially in accordance with the Plan. Any deviations in

wetland creation areas from the depictions on the plan shall require Town Engineer approval in accordance with Section 3(h). Substantial changes to the plan, as determined by the Town Engineer, shall require approval from the Planning Board. No more than three areas may be open at any one time. For purposes of this paragraph, an area is considered open from the time any excavation has commenced within the area until the area has been permanently reclaimed or work within the area has commenced on a wetlands creation plan approved by the Town Engineer and secured by a performance guarantee under Section 3(h) below.

(f) Excavation without Approved Wetlands Creation Plan: If Grondin elects to undertake excavation in any designated wetlands creation area before receiving approval from the Town Engineer of a plan for wetlands creation under Section 3(h) of this Agreement, Grondin shall submit: a detailed plan of the excavation and a contingent permanent reclamation plan for approval by the Town Engineer and an application fee as set forth in the Schedule of License, Permit and Application Fees established by order of the Town Council. The reclamation plan shall comply with the Standards of Section 10 of the Extractive Industry Ordinance. Upon approval of the excavation and reclamation plans by the Town Engineer, Grondin shall furnish to the Town a performance guarantee for the cost of implementing the approved reclamation plan meeting the requirements of Section 9 of the Town of Scarborough Subdivision Ordinance and a construction inspection fee meeting the requirements of Section 11 of the Subdivision Ordinance. Grondin shall pay for the services of any consultants the Town Engineer deems appropriate to evaluate the application and inspect the work. Excavation pursuant to this paragraph is limited to a depth of no greater than 12 inches above the seasonal high water table.

(g) Temporary Reclamation: An area which is excavated pursuant to Section 3(f) above shall be temporarily stabilized with a nurse crop and mulch until such time as a plan for wetlands creation is approved under Section 3(h) of this Agreement. Any such area excavated and temporarily stabilized which is not converted to wetlands within 5 years after the approval of the excavation and reclamation plans by the Town Engineer shall be permanently reclaimed in accordance with the contingent permanent reclamation plan approved under Section 3(f).

(h) Wetlands Creation Plans and Performance Guarantees: Prior to excavation deeper than 12 inches above the seasonal high water table for the commencement of a Wetlands Mitigation Plan in any designated wetlands creation area, whether or not the area has previously been excavated, Grondin shall submit for approval by the Town Engineer: a detailed plan of the wetlands creation; a reclamation plan that complies with the Standards of Section 10 of the Extractive Industry Ordinance; an application fee as set forth in the Schedule of License, Permit and Application Fees established by order of the Town Council; and copies of the approved permits and wetland mitigation plans for the wetlands creation areas issued by the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection. Upon approval by the Town Engineer of the plan for wetlands creation, Grondin shall furnish to the Town a performance guarantee meeting the requirements of Section 9 of the Town of Scarborough Subdivision Ordinance for the cost of implementing the reclamation plan that complies with the Standards of Section 10 of the Extractive

Industry Ordinance, and a construction inspection fee meeting the requirements of Section 11 of the Subdivision Ordinance. Grondin shall pay for the services of any consultants the Town Engineer deems appropriate to evaluate the application and inspect the work.

(i) **Buffering:** A 200-foot buffer shall be maintained around the property except in those areas shown on the Plan. This buffer shall be maintained around the property as sound and site screen during development of the wetlands creation areas and be maintained as buffers following development.

(j) **Hours of Operation:** With the exception of emergency situations, the hours during which extractive industries work shall be allowed on the property shall be limited to between 7:00 a.m. and 5:30 p.m. Monday through Saturday.

(k) **Public Use:** Public access to the designated trails on site and to the Nonesuch River shall be made available following completion of the applicable portions of the project, with the trails to be protected in the conservation easement or easements encumbering the parcel. The approximate locations of the trails and the timing of their construction shall be approved by the Planning Board and depicted on the Plan.

(l) **Road Improvements:** No later than 90 days after approval of the Plan by the Planning Board, Grondin shall make improvements to and pave a section of the existing roadway abutting the properties identified on the Plan as N/F Jerome and Carmen Gayle, N/F Robert Rawding, N/F Shirley Bodman and N/F Howard Rawding, and shown as a private easement for access and utilities on the Plan. Thereafter, such road shall not be used for the hauling of materials excavated from the property or transportation of fill materials into the property. As shown on the Plan, a portion of the roadway will be deeded to the abutting landowners as a private right-of-way in a form acceptable to the landowners and the Town.

(m) **Water Quality and Testing:** Grondin shall, at its sole expense, perform testing on all domestic water supply wells serving any residences located within ½ mile (2,640 feet) of the blasting area, and wells within 300 feet of any sand and gravel excavation that are not included within the ½ mile blasting radius. The well testing will be conducted in order to determine the volume, quantity and quality of water provided by each such well. Such testing shall be in accordance with testing protocols to be established by a hydrogeologist selected by the Town and paid by Grondin. As a component of these testing protocols, the hydrogeologist shall determine the requisite time period necessary for water supply testing to be performed in advance of any excavation below the seasonal high water table. Grondin agrees that, for a period of 20 years after the date of this Agreement, it will, at its sole expense, repair, replace or provide a substitute water source for any such well if it is determined by a hydrogeologist selected by the Town and paid by Grondin that such well was damaged, degraded or impaired for use as a domestic water supply by any activities occurring on the property or associated with the project.

(n) **Reports to the Planning Board:** One year after the commencement of excavation pursuant to this Agreement and then every three years thereafter, Grondin shall submit a report to the Planning Board on the progress of the project. Such report shall address traffic, environmental monitoring, operational impacts on the

neighborhood (for example, noise and dust), the creation or opening of trail areas to the public, drainage, rate of wetlands creation, anticipated wetlands creation over the next three-year period, and any other factors which relate to compliance with the requirements of this Agreement and with the Planning Board's approval of the Plan. Upon review of the progress report, the Planning Board may, if the Board finds that the Project is not proceeding in accordance with the Plan or this Agreement, impose additional conditions on its approval of the Plan and/or may refer the report to the Town Council with recommendations for amendments to this Agreement.

(o) **Off-site Road and Traffic Mitigation:** Grondin shall implement, at Grondin's sole expense, all off-site traffic mitigation measures described in the June 15, 2005 memorandum from Scarborough Town Engineer Jim Wendel to Scarborough Town Manager Ron Owens, attached to and incorporated into this Agreement as Addendum A.

(p) **Conservation Easement(s):** Upon approval by the Maine DEP and the U.S. Army Corps of Engineers, and prior to approval by the Town Engineer of the plan for wetlands creation under Section 3(h), each wetland mitigation project will be entered into a Conservation Easement. Ultimately, and within a time period of no more than 20 years from the date of approval of this Agreement by the Town of Scarborough, the entire property with the exception of the land area shown on Exhibit A that is hereby dedicated to the town for a school or other municipal use, will be entered into a conservation easement to be held by the Town, or a land trust or similar entity designated by the Town, if such conveyance is approved by the Scarborough Town Council. The conservation easement or easements shall be permanent and shall limit the uses of the property to wetlands mitigation and monitoring, open space preservation, passive outdoor recreation, excluding use by motorized vehicles other than service and emergency vehicles, and may allow hunting provided hunting is limited to those areas where the hunting will not create a danger to persons using the property for walking, hiking, jogging, bicycling, picnicking and other passive recreational activities. The conservation easement or easements shall allow the uses permitted under Section 3(c) above. As is required under state and federal wetland statutes, the Maine DEP and the U.S. Army Corps of Engineers will have third party oversight in the easement.

4. Property Conveyance: Grondin shall have the right to convey its fee interest in the property, in whole or in part, as necessary to satisfy applicable requirements of the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection in connection with the wetlands mitigation project and sale of the authorized wetlands mitigation credits; provided, however, that any parcel conveyed shall first be encumbered by conservation easement or easements limiting its use to the uses permitted by this Agreement. Portions of the property conveyed for wetlands compensation and restricted in perpetuity by conservation easement or easements to wetlands preservation shall not be considered lots under the Zoning Ordinance or the Subdivision Ordinance. Within 90 days of approval of this Agreement, Grondin shall convey the dedicated lot shown on Exhibit A to the Town, provided such dedicated lot is accepted by the Town Council. Upon completion of all phases of the wetlands mitigation and sale of the authorized wetlands mitigation credits or at the end of 20 years after the date of this Agreement, whichever

occurs first, Grondin agrees to convey as a gift any remaining portions of the property to the Town, or to a land trust or similar entity designated by the Town, if such conveyance is approved by the Scarborough Town Council, subject to the same use limitations prescribed for conservation easements under Section 3(p) of this Agreement.

5. Recordation: Grondin shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.

6. Contract Zoning Agreement and Amendments: The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property except as this Contract Zoning Agreement may be amended by future written agreement of the Town of Scarborough and Grondin, or their successors in interest.

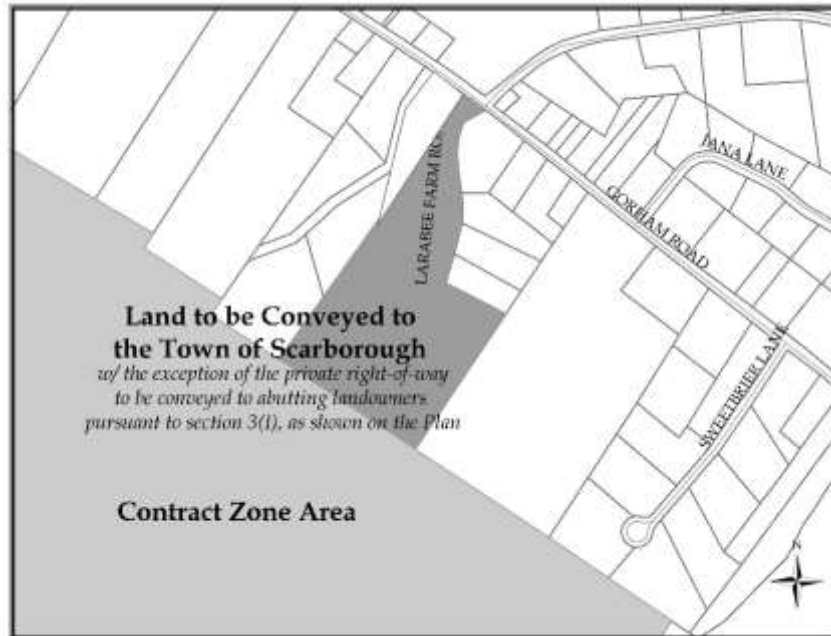
7. Property Restrictions: The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the property, shall bind Grondin, their successors in interest and assigns of said property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Scarborough.

8. Zoning Ordinance Applicability: Except as expressly modified herein, the use and occupancy of the subject premises shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Scarborough and any applicable amendments thereto or replacement thereof. The land within the Stream Protection District, as depicted on the Town of Scarborough, Maine GIS Zoning Map prior to the adoption of this Contract Zoning Agreement and as illustrated on Exhibit B to this Agreement, shall continue to be governed by the applicable provisions of the Shoreland Zoning Ordinance, none of which are abrogated or modified by this Agreement.

9. Agreement Termination: In the event that Grondin or its successors or assigns fail to develop the project in accordance with this Agreement, or in the event of any other breach hereof, this Contract may be terminated by vote of the Scarborough Town Council. In that event, the property may then be used only for such uses as are otherwise allowed by law.

10. Section 901: This Agreement is subject to Section 901 of the Council-Manager Charter of the Town of Scarborough.

11. Exhibit A:



WITNESS:

TOWN OF SCARBOROUGH

By: _____
Ronald W. Owens, Its Town Manager
(duly authorized by vote of the Scarborough
Town Council on _____, 2006)

GRONDIN AGGREGATES LLC

Philip H. Grondin Jr., Its Manager

EXHIBIT 8
ADDENDUM "A" – PAGE 1



MEMORANDUM

TO: Ron Owens, Town Manager

CC: Joe Ziepniewski, Planner
Dan Bacon, Assistant Planner
Mike Shaw, Director of Public Works

FROM: Jim Wendel, PE, Planning Department

DATE: June 15, 2005

RE: Larabee Wetland Mitigation Contract Zone

Below is a summary of the Planning Departments requirements for off-site traffic mitigation for the project.

1. All truck access to the site shall only be through the Beech Ridge Road entrance. Further, no trucks exiting the site shall take a left and drive southerly on Beech Ridge Road. However, the Public Works Director may authorize the use of the southern portion Beech Ridge Road for a specific project based on the review of a written request by the applicant identifying the project location, route and anticipated round trips between the pit and the project.
2. Reconstruct approximately 2,740 LF of Beech Ridge Road from Rte 114 south towards the proposed site entrance. The actual beginning and end points shall be coordinated with and agreed to by the Director of Public Works. The work shall include;
 - a. Grinding the existing pavement and mixing a certain depth of the underlying existing subgrade granular material.
 - b. Fine grade the surface for paving.
 - c. Placement of a total of 4inches of pavement to a width of 32ft (12ft travel lanes and 4ft shoulders).
 - d. Install pavement markings for a double yellow centerline and white travel edge lines.
 - e. Reconstruct all existing driveways and Town roads within the work limits to allow a proper match with the new road grade. Reconstructed driveways shall include a paved apron if the driveway is not paved. The paved driveway apron shall be 3ft long by 3 inches of total pavement depth with a width to match the reconstructed driveway. The existing paved driveway shall have a total replacement paving depth of 3 inches. The Town road replacement paving shall be 4 inches.
3. Construct, prior to the start of pit operations, an exclusive left-turn lane of sufficient length to accommodate two "wheeler" trucks on the south approach of Beech Ridge Road at the site

EXHIBIT 8
ADDENDUM A – PAGE 2

entrance. The design shall be based upon MDOT standards as presented in their 1994 Highway Design Manual.

4. Widen, prior to the start of pit operations, the southwest corner of Beech Ridge Road and Route 114 intersection as conceptually depicted on Figure 5 enclosed with the March 16, 2005 Gorrill-Palmer, Inc. letter to accommodate a turning WB-50 tractor trailer vehicle.
5. Detailed designs for items 2, 3 & 4 above shall evaluate surface and subsurface drainage, and subgrade soil conditions and provide appropriate designs in response to any identified deficiencies. Detailed design plans including plan and profiles and typical sections for these improvements will be submitted to both the Director of Public Works and the Town Engineer for review and approval.
6. Construction of the site entrance shall be in general conformance to the conceptual design depicted on Figure 4 enclosed with the March 16, 2005 Gorrill-Palmer, Inc. letter. However, in addition, the entrance shall include a paved apron. The apron shall be 10ft long with 4inches of total pavement depth and shall match the width of the proposed entrance drive geometry.
7. The Applicant will commit in writing to complete by October 15, 2010 or in year five of the pit operation to either a heavy maintenance shim or the road reconstruction improvements on Beech Ridge Road identified in item 2. The Director of Public Works will advise the applicant in writing which level of improvement will be required by late summer of the same year. If the maintenance shim is required then the applicant will complete the required final reconstruction improvements to Beech Ridge Road, identified in item 2, in a time frame required by the Director of Public Works.
8. Install a truck actuated flashing warning light and "TRUCK ENTERING" sign assembly on Beech Ridge Road southerly of the site entrance in conformance with MUTCD. Maintenance of the installation is the applicant's responsibility.
9. The Payne Road Impact Fee computation for Zone #2 should be revised for a total of 9 trips @ \$292.42=\$2,631.78. The total impact fee is therefore revised from \$12,160.83 to \$13,038.09
10. Prior to the start of pit operations, the applicant shall provide a performance guarantee for the value of the required off-site improvements outlined in item 2 above. The initial minimum duration of the performance guarantee shall be to December 31, 2011 or the end of the first six years of the pit operation. Pit operation is defined as mobilization to, and set-up of pit equipment on the site and hauling of any natural resource material from or to the site.

Thank you,

FIRST AMENDMENT TO EXHIBIT 8
CONTRACT ZONE AGREEMENT BETWEEN
GRONDIN AGGGREATESC LLC
[The Larrabee Farms Wetlands Mitigation Project]
AND
THE TOWN OF SCARBOROUGH

This First Amendment to Contract Zoning Agreement (hereinafter, this “Amendment”) is made as of the Seventh day of May 2008 by and between the Town of Scarborough, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter, “the Town”), Grondin Aggregates LLC, a limited liability company, located in Gorham, Maine (hereinafter, “Grondin”), and the Scarborough Fish and Game Association, a Maine not-for-profit corporation, located in Scarborough, Maine (hereinafter, “SF&G”), pursuant to the Contract Zoning provisions of Section II, Subsection I of the Zoning Ordinance of the Town of Scarborough (hereinafter, the “Zoning Ordinance”).

WHEREAS, Grondin entered into a Contract Zoning Agreement with the Town dated as of the 5th day of March, 2008 (hereinafter, the “Agreement”) creating Contract Zoning District Number VIII (hereinafter, the “District”) as described in Section XXIII of the Zoning Ordinance, said Agreement having been recorded in the Cumberland County Registry of Deeds in Book 24332, Page 285; and,

WHEREAS, Grondin has acquired, by a certain Easement Agreement and Declaration between Grondin and SF&G dated April 13, 2007 and recorded in the Cumberland County Registry of Deeds at Book 26229, Page 120, the right to utilize portions of approximately 53 acres of land owned by the Scarborough Fish & Game Association for the wetlands mitigation and preservation purposes described in the Agreement; and

WHEREAS, SF&G is willing to have that 53 acres rezoned in order to become part of the Agreement; and

WHEREAS, SF&G is willing to submit its 53 acres to a conservation easement; and

WHEREAS, Grondin wishes to amend the Agreement in order to allow the importation and storage of aggregate materials from outside the District to be used in the mixing and processing of materials excavated or quarried onsite to create aggregate products for end users; and

WHEREAS, the ability of Grondin to undertake such mixing and processing within the District will expedite the completion of the wetlands mitigation and preservation work authorized by the Agreement, making the property within the District available for public recreational use sooner;

NOW THEREFORE, in consideration of the mutual promises made by the parties to one another, the parties covenant and agree as follows:

1. The Zoning Map of the Town of Scarborough is amended and the District is enlarged as shown on Attachment 1 hereto.
2. Section 3(c) (Permitted Uses) of the Agreement is amended by adding a new permitted use as described and limited in the following new subparagraph (v):

(v) Production of end-user aggregate products by the mixing and processing of naturally deposited materials excavated or mined on property within the District with materials imported from outside the District. The imported materials can include naturally deposited material, old bituminous asphalt cement pavement, and old portland cement and pozzolan cement concrete customarily used in the construction of infrastructure. The imported material may be stored on the property temporarily pending its use to produce the end-user aggregate products. All reinforcing steel imbedded in portland or pozzolan cement concrete which is imported into the District and is removed during mixing and processing must be removed from the District on a regular basis, no longer than 90 days after it arrives in the District. Mixing and processing shall be accomplished only by mechanical crushing, screening and blending of the material, without the use of heat or the application of chemicals. Hot bituminous asphalt pavement and cement concrete shall not be manufactured on site. The mixing and processing allowed under this subparagraph (v) is limited to that portion of the property depicted as "Aggregate Material Mixing, Processing and Storage Area" on the plan attached hereto as Attachment 2. The operation of crushers, grinders, mixers and other machinery in the location shown on Attachment 2 as Crusher/Sorter #1 is limited to the hours of 9:00 a.m. to 3:00 p.m. weekdays. The operation of crushers, grinders, mixers and other machinery in the location shown on Attachment 2 as Crusher/Sorter #2 is subject to the hours of operation set forth in Section 3(j) of the Agreement.

3. Section 3(c) (Permitted Uses) of the Agreement is amended by adding a new permitted use as described and limited in the following new subparagraph (vi):

(vi) A temporary shelter for materials and equipment storage and equipment maintenance, as depicted on the plan attached hereto as Attachment 3. Maintenance activities within the District are limited to repairs and routine maintenance of on-site machinery and equipment used in the excavation, wetlands creation, wetlands reclamation and aggregate materials mixing and processing allowed under the Agreement and this Amendment. Maintenance, servicing and repairs of over-the-road vehicles are not allowed on the property.

4. The requirements of Section 3(o) of the Agreement and the June 15, 2005 memorandum from Scarborough Town Engineer Jim Wendel to Scarborough Town Manager Ron Owens shall remain in effect, except that the amount of the Payne Road Impact Fee for Zone No. 2 is revised to \$25,286.76.
5. The requirements for conservation easements under Section 3(p) shall remain in effect, except the time period for subjecting the entire property to conservation easements is changed from 20 years to "10 years after the date of this amendment," and except that, as to the approximately 53 acres owned by SF&G, SF&G shall make the designation of the land trust or other entity qualified under Maine law to be the holder of the conservation easement.
6. The requirement of Section 4 that remaining portions of the property shall be conveyed as a gift to the Town or a land trust suitable to the Town remains in effect, except the time period for completing such conveyance is changed from 20 years to "10 years after the date of this amendment," and except that the approximately 53 acres owned by SF&G shall not be required to be conveyed.

7. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.
8. Grondin shall record this Amendment in the Cumberland County Registry of Deeds within thirty (30) days after its approval by the Scarborough Town Council.
9. No later than five (5) working days after commencing one or more of the uses permitted by paragraphs 2 and 3 of this Amendment, Grondin shall give written notice to the Town Engineer that the use has commenced, specifying the date of commencement. If Grondin fails to give such notice, the Town Engineer may independently determine when the use commences. In either event, the Town Engineer, in person or by agent, shall confirm by site visit that the use has commenced and then provide written notice to the Town Manager of the date of commencement of the use. At the end of six (6) months after the date of commencement of use specified by the Town Engineer, the Town Manager shall place an item on the agenda of the next regular Town Council meeting to review the operation of such use, and the Council, after notice and public hearing, shall evaluate whether there have occurred significant adverse impacts on the surrounding neighborhood which were not identified or anticipated at the time of approval of this Amendment. If the Council finds that significant adverse impacts have occurred, the Council may amend the Agreement and/or this Amendment as the Council deems necessary to address such impacts. Any such amendment would require Town Council approval only, unless the Council should elect to refer the proposed amendment to the Planning Board for a recommendation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

WITNESS

GRONDIN AGGREGATES, LLC

By:

Philip H. Grondin, Jr., its Manager

WITNESS

TOWN OF SCARBOROUGH

By:

Ronald W. Owens, its Town Manager
(duly authorized by vote of the
Scarborough Town Council on
, 2008)

WITNESS

SCARBOROUGH FISH AND GAME
ASSOCIATION

By:

_____, its _____

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 18, 2019
REGULAR MEETING – 7:00 P.M.

Order No. 19-069. Move approval of the first reading on the proposed amendment to Chapter 311 – Schedule of Fees pertaining in-lieu fees for Affordable Housing and Development Transfers and schedule a public hearing for Wednesday, October 2, 2019.
[Housing Alliance/Conservation Commission]

Housing Alliance/Conservation Commission

Ought to Pass

Sponsor

Recommendation

09/18/19 – Vote:

First Reading/Vote

10/02/19 - Public Hearing

Public Hearing

10/16/19 -

Second Reading/Final Approval/Vote

To: Town Council
Cc: Tom Hall, Conservation Commission, Housing Alliance
From: Jay Chace, Planning Director
Date: September 6, 2019
RE: Development Transfer Provisions - In Lieu Fee

This memo serves to provide background to the Town Council on the recommendation by the Housing Alliance and the Conservation Commission to consider modifications to Chapter 311, Schedule of license, permit and application fees, to increase the Affordable Housing and the Development Transfer in-lieu fees from \$20,000 to \$50,000.

The discussion about the fee structure began several months ago with the Housing Alliance as they noticed that developers had been regularly opting to utilize the affordable housing in-lieu fee rather than constructing affordable units to take advantage of the density bonus provisions in the town's ordinances. The Alliance's discussion centered on the interest to see affordable units built within projects as well as the recognition that \$20,000 is a small sum compared to the amount that it would cost to build an affordable unit.

This is coming to Council as a joint recommendation because the fee structure for these two in-lieu provisions are currently linked in the Zoning Ordinance. In many of the Town's higher density residential and mixed-use districts (VR2, VR4, TVC, TVC 2, TVC 3, TND, RPO, EH & RH2) both the Development Transfer and the Affordable Housing provisions are applicable; therefore if one were lower than the other the ordinance would create a financial benefit to utilize the lower fee provision. For this reason it makes sense for the Alliance and Commission to collaborate and provide a unified recommendation to Council for updates to the fee structure, which was established in 2007.

For orientation purposes, Council members may wish to review following provisions of the Zoning Ordinance related to the discussion: Section VIIC. Residential Density and Affordable Housing Provisions; Section VIID. Development Transfer Provisions; the Residential Density Regulations of any of the above mentioned districts (e.g. Section XIII.A[F.1-4]) Town and Village Centers); along with Chapter 311.

As the Conservation Commission reviewed the Transfer Development provisions it was identified that the Ordinance requires the Town Council to consider if an adjustment is warranted to the development transfer fee based on a methodology that reflects the value of raw land. *(Of note- the affordable housing provisions of the ordinance does not have language related to factors to consider when evaluating adjustments.)*

Using the same methodology the town used in 2006/07 when developing the current fee, staff developed the information below to assess the value of raw, undeveloped land within the limited and very low density growth areas identified in the Comprehensive Plan.

The five properties listed in the table below have been transferred over the past few years and subsequently divided into residential house lots. The selection of subdivisions are residential developments in the Rural Farming (RF) district and are in areas identified within the limited and very



low density growth areas of the Comprehensive Plan. The final column provides the raw land cost of the each subdivision.

Map Number	Zoning & Area of Town	Land Purchase Price	House Lots Created	Raw Land Cost per Lot
R31	RF- W. Scarb.	\$125,000	10	12500*
R1	RF- W. Scarb.	\$590,000	20	29500
R23	RF- W. Scarb.	\$454,000	9	50444
R4	RF- W. Scarb.	\$200,000	4	50000
R10	RF- W. Scarb.	\$490,000	9	54444

**5 of these lots were sold to another development company prior to construction at a cost of \$48,000 per lot when accounting for development costs*

Based on the statistics above, the mean of raw land cost to new house lot in the rural areas of town is \$35,750. The median price is \$50,000.

Upon review of the information stated above, the Conservation Commission voted on August 12 to recommend to Council that the Development Transfer in-lieu fee be raised from \$20,000 to \$50,000.

Considering the findings of the Commission, the Housing Alliance voted on August 28 to recommend to Council that the Affordable Housing in-lieu fee be raised from \$20,000 to \$50,000.

Draft minutes of the August 12 Conservation Commission meeting and the August 28 Housing Alliance meeting will be provided.

Chapter 311 – Schedule of Fees

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 311 - the Schedule of Fees for the Town of Scarborough, Maine, is amended as follows:

Proposed Amendments to Chapter 311, the Schedule of Fees for the Town of Scarborough:
(Additions shown as underlined, deletions shown as ~~strikethrough~~)

<u>Chapter 405 – Zoning</u>	<u>Fee</u>
Requests for Zoning Amendments (Not from Planning Board or Town Council)	\$250.00
Contract Zoning – Non-Refundable Application Fee (11/20/02)(amended 05/05/04)	\$500.00
Zoning Determination Letter (adopted 05/07/2014)	\$35.00
Planning Administrative Review Fee (adopted 05/07/2014)	\$75.00
Review Fee for Private Way Registration (amended 06/02/04)	\$100.00
One (1) Dwelling Unit Credit (<i>as per Section VIID(E)1, Development Transfer Provisions</i>) (July 18, 2007)	<u>\$50,000.00</u>
Affordable Housing In-Lieu Fee Per Dwelling Unit [Adopted 11/06/2013]	<u>\$50,000.00</u> ~~\$20,000.00~~

Scarborough Housing Alliance
Meeting Minutes
August 28, 2019 6:00pm

Attendees: Bryan Shumway, Eric Boucher, Marj DeSanctis, Debbie Grew, Will Rowan, and Jay Chace.

Excused: Kim Fowler.

Guests: None.

1. The meeting began at 6:05pm.
2. The minutes of June 26, 2019 were unanimously approved as presented.
3. Jay Chace opened the meeting with the discussion of increasing the in-lieu fee from \$20,000 to \$50,000, during which he reviewed an August 7, 2019 memo that he provided to the Conservation Commission. The memo outlined the calculation methodology used in 2007 to determine the \$20,000 fee, and noted the same methodology using today's market rate for land calculates a fee of approximately \$50,000. Jay noted, based on the updated calculation, that the Conservation Commission approved the recommendation of increasing the fee to \$50,000. Bryan made a motion to recommend to the Town Council to increase the in-lieu fee for affordable housing to \$50,000 per unit. Debbie seconded the motion. A brief discussion followed, then all Alliance members voted in favor of the motion.
4. Given the motion above, Marj struck from the agenda the two other items that were related to the in-lieu fee as they were no longer necessary.
5. Marj revived the discussion of the sales price and affordability calculator worksheets that Bryan had previously created. Bryan gave an update on the most recent changes. The Alliance discussed some clarifying worksheet updates and using certain safe harbor assumptions. The related follow-up was to assess several potential assumptions including interest rate, down payment, and other base assumptions, and to consider or develop buyer and realtor education for the program.
6. Marj discussed the RFP noting that there has been little interest. The Alliance planned to confirm that all Town staff know of its existence and availability. There was some discussion about the current calendar of affordable housing funding opportunities and the availability of projects in Scarborough, which are likely both negatively impacting interest in the RFP. As such, the Alliance began to discuss other potential uses, such as aging in place assistance, resident service opportunities, etc. Before getting too deep into these ideas, Will is going to inquire with Tom Hall whether such alternative uses are permissible. Eric was also going to provide some information on existing programs that may align with our discussion.
7. The next meeting of the Alliance is scheduled for September 25, 2019.

At 7:15pm, with a motion from Will and a second by Debbie, the Alliance adjourned its meeting.

Respectfully submitted,

Eric Boucher
Secretary



Meeting of the Scarborough Conservation Commission

August 12, 2019

Minutes - DRAFT

Present: Suzan Nixon, Tom Nolan, Chuck Spangler, Pete Slovinsky, Jay Chace, Jami Fitch, Brian Longstaff

Absent: Steve Decrosta, Katy Foley, Rachel Hendrickson, Ben Keller

Meeting called to order at 5:05 p.m.

Minutes Approved: Chuck made a motion to approve the minutes. Pete seconded. Vote was unanimous.

Old Business

1. Development Transfer In-lieu Fee

- Jay reviewed a memo sent to the Commission regarding increasing the development transfer in-lieu fee.
 - Currently, the development transfer and affordable housing in-lieu fees are \$20,000. The fees were set circa 2007 and have not been adjusted. The Scarborough Housing Alliance is proposing that the affordable housing in-lieu fee be increased to \$50,000.
 - The Commission has expressed support for keeping both in-lieu fees in alignment. Town ordinance dictates how the development transfer in-lieu fee is calculated.
 - Jay followed the formula in the ordinance, and found that increasing the fee to \$50,000 is reasonable given recent property sales.
- *Susan made a motion to increase the development transfer in-lieu fee to \$50,000. Pete seconded. Vote was unanimous.*

2. High Water Marks

- The Commission visited two beach locations (Higgins Beach and Ferry Beach) to look for High Water Marks (HWM) from the 1978 Nor'easter that were established by USGS. Scarborough is participating in a program through the Maine Silver Jackets to re-establish the HWMs in publically-accessible and visible places to educate the public about flooding risks.
- Higgins Beach:
 - Location descriptions from 1978 appeared to be inaccurate. Road names were incorrect in the descriptions, and mapped coordinates may be off. No HWM was found.
 - The Silver Jackets team will do survey work in the area to re-establish the flooding benchmark from 1978. That information will then be used to determine flood levels in other areas in Higgins Beach that are more visible. Informational signage will be posted in the new locations.
 - The Commission suggests installing signs at either the Ocean Street or Ashton entrance to Higgins Beach. The Ocean Street will likely be more visible by people parked in the municipal parking lot, but the elevation of this location may not be ideal.
- Ferry Beach

- Again, location descriptions from 1978 seem to be off. No HWM was found when the site was visited on 8/12. *(Update: Suzan Nixon revisited Ferry Beach on 8/13 and found the HWMs on a telephone pole behind the boathouses. There were two HWMs on the pole – one from 1962 and one from 1978. It's interesting to note that the mark from 1962 was higher than the one from 1978.)*
- The Commission discussed locations for signage. An entrance to the beach will likely maximize visibility.
- The Commission also considered the bathhouse. The elevation of the bathhouse is too high to show the HWM from 1978, but there may be an opportunity to use it to show different sea level rise scenarios. Pete suggested working with the Scarborough High School art department to have students paint a mural on the bathhouse to depict potential sea level rise.
- The Commission is still interested in using light installations to show sea level rise scenarios. They discussed approaching Prouts Neck Country Club about using the boat houses as a possible location for a light display.

Updates

1. PMAC

- Suzan shared that the PMAC is interested in working with the Scarborough Public Library to do a demonstration of organic land care.

Next meeting

- Date: September 9, 2019
- **ACTION: JAMI will send a calendar invitation to the group.**

Adjourn

Meeting adjourned at 6:30 p.m.

To: Conservation Commission
 From: Jay Chace, Planning Director
 Date: August 7, 2019
 RE: Development Transfer Provisions - In Lieu Fee

I know the Commission has previously considered, and generally agreed with, the Housing Alliance's concept of increasing the in-lieu fees for both the affordable housing and development transfer provisions in the zoning ordinance from the current \$20,000 to \$50,000. While the Commission has conceptually agreed raising the fee makes sense, the regulations for the development transfer fee provides a methodology the Council is to follow to evaluate whether an adjustment to the fee is warranted—this mechanism will be described below. Interestingly, there are no such provisions for the evaluation of the affordable housing fee.

As has been discussed, the fee structure for these two in-lieu provisions are currently linked as the in-lieu provisions are applicable in the same zoning districts, therefore if one were lower than the other the ordinance would create a financial benefit to utilize the lower fee provision. For this reason it makes sense for the Alliance and Commission to collaborate and provide a unified recommendation to Council for updates to the fee structure which was established in 2007.

Therefore staff offers the information below to help inform the Commission's recommendation to Council for a fee adjustment.

The Ordinance requires the Town Council to consider if an adjustment is warranted to the development transfer fee based on changes in the value of raw, undeveloped land within the limited and very low density growth areas. The data provided below utilizes the methodology from the ordinance and which the town used in 2006/07 when developing the current fee.

The five properties listed have been transferred over the past few years and subsequently divided into residential house lots. The selection of subdivisions are residential developments in the Rural Farming (RF) district and are in areas identified within the limited and very low density growth areas of the Comprehensive Plan. The final column provides the raw land cost of each subdivision.

Map Number	Zoning & Area of Town	Land Purchase Price	House Lots Created	Raw Land Cost per Lot
R31	RF- W. Scarb.	\$125,000	10	12500*
R1	RF- W. Scarb.	\$590,000	20	29500
R23	RF- W. Scarb.	\$454,000	9	50444
R4	RF- W. Scarb.	\$200,000	4	50000
R10	RF- W. Scarb.	\$490,000	9	54444

**5 of these lots were sold to another development company prior to construction at a cost of \$48,000 per lot when accounting for development costs*



Based on the statistics above the average raw land cost to new house lot in the rural areas of town is \$37,575. The media price is \$50,000.

As we begin to think about adjustments to the in-lieu fees, it appears the Housing Alliance's suggestion of \$50,000 is in line with the findings of the analysis based on the methodology described in the Zoning Ordinance.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 18, 2019
REGULAR MEETING – 7:00 P.M.

Order No. 19-070. Move approval on the request to set the date, time, and location of the Municipal Elections for Tuesday, November 5, 2019, at the Scarborough High School – Alumni Gym; appoint the warden and deputy warden, set the hours for voter registration, and act on appointments of election/ballot clerks, pursuant to Chapter 200 – Article VIII. Nomination and Elections and authorize the Town Clerk to make any additional appointments as necessary. *[Town Clerk]*

Town Clerk

Ought to Pass

Sponsor

Recommendation

09/18/19 – Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

WARRANT FOR
Regular Municipal Election
TOWN OF SCARBOROUGH, MAINE
TUESDAY, NOVEMBER 5, 2019
DAY AND DATE OF ELECTION

County of Cumberland, ss

State of Maine

To: Robert A. Moulton, the Police Chief of Scarborough:

You are hereby required in the name of the State of Maine to notify the voters of the Town of Scarborough of the Regular Municipal & Referendum Election, as described in this warrant.

To the Voters of the Town of Scarborough:

You are hereby notified that an election for the purpose of a Regular Municipal Election will be held on Tuesday, November 5, 2019, at the Scarborough High School Alumni Gymnasium, located at 11 Municipal Drive:

FOR COUNCIL MEMBER	FOR BOARD OF EDUCATION MEMBER	FOR TRUSTEE OF SCARBOROUGH SANITARY DISTRICT
Vote for TWO (2)	Vote for TWO (2)	Vote for TWO (2)
DONOVAN, William J.	GIFTOS, Alicia C.	CARROLL, Joseph M.
GLEYSTEN, Betsy B.	SHUMWAY, Bryan J.	RODRIQUEAZ, Paul M.
JOHNSON, Kenneth M.	TURNER, Kristen A.	
ROWAN, Robert W.		
		FOR TRUSTEE OF SCARBOROUGH SANITARY DISTRICT
		Vote for ONE (1)
		1 Year Term to fill a vacancy created by the resignation of Charles Andreson, with a term to expire in 2020
		Vote for ONE (1)
		SUMMERS, Ruth A.

QUESTIONS TO BE VOTED ON:

Referendum Question No. 1:

Shall the Order entitled “**ORDER AUTHORIZING ISSUANCE OF UP TO \$1,200,000 IN BONDS OF THE TOWN TO FUND THE COST OF ARTIFICIAL TURF REPLACEMENT AND TRACK RESURFACING AT THE SCARBOROUGH HIGH SCHOOL**” be approved?

FINANCIAL STATEMENT

1. Total Indebtedness
- A. Bonds outstanding and unpaid:

\$102,720,000

B. Bonds authorized and unissued:

\$ 5,145,348

C. Bonds to be issued if this Article is approved

\$ 1,200,000
2. Costs
- At an estimated maximum interest rate of 5%

For a twenty (20) year maturity, the estimated costs of this bond issue will be:

Principal:

\$ 1,200,000

Interest:

\$ 665,000

Total Debt Service:

\$ 1,865,000
3. Validity:
- The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Treasurer

=====

Referendum Question No. 2:

Shall the Order entitled “**ORDER AUTHORIZING ISSUANCE OF UP TO \$660,000 IN BONDS OF THE TOWN TO FUND THE COST OF A NEW PUMPER TRUCK**” be approved?

FINANCIAL STATEMENT

1. Total Indebtedness:
- A. Bonds outstanding and unpaid:

\$102,720,000
- B. Bonds authorized and unissued:

\$ 5,145,348
- C. Bonds to be issued if this Article is approved:

\$ 660,000
2. Costs:
- At an estimated maximum interest of 5%
for a maximum fifteen (15) year maturity,
the estimated costs of this bond issue will be:

Principal:

\$ 660,000

Interest:

\$ 283,250

Total Debt Service

\$ 943,250

3. Validity:
- The validity of the bonds and of the voters’ ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Town Treasurer

=====

Referendum Question No. 3:

Shall the Order entitled “**ORDER AUTHORIZING ISSUANCE OF UP TO \$2,500,000 BONDS OF THE TOWN TO FUND AND INTERESTS IN THE PURCHASE OF LAND THROUGHOUT THE TOWN FOR FUTURE PURCHASES OF PROPERTIES OR RIGHTS TO PROPERTIES FOR THE FOLLOWING PURPOSES:**

- **TO PROVIDE OR MAINTAIN PUBLIC ACCESS; AND.**
- **TO ALLOW PASSIVE OR ACTIVE RECREATION; AND,**
- **TO CONSERVE WATER QUALITY, NATURAL RESOURCES, OR OTHER NATURAL AREAS; AND,**
- **TO PROVIDE EASEMENTS FOR WALKING OR BIKING TRAILS; AND,**
- **TO PRESERVE SIGNIFICANT HISTORIC SITES; AND,**
- **TO PRESERVE SITES WHICH CAN BE CONSIDERED PART OF THE CHARACTER TO THE COMMUNITY; AND,**
- **TO ADD TO EXISTING CONSERVATION AND PUBLIC AREAS”** be approved?

FINANCIAL STATEMENT

- 1 Total Indebtedness
- A. Bonds outstanding and unpaid:

\$102,720,000
- B. Bonds authorized and unissued:

\$ 5,145,348
- C. Bonds to be issued if this Article is approved

\$ 2,500,000
- 2 Costs
- At an estimated maximum interest rate of 5% for
a twenty (20) year maturity, the estimated costs of
this bond issue will be:

Principal:

\$ 2,500,000

Interest:

\$ 1,385,417

Total Debt Service:

\$ 3,885,417

3. Validity:
- The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Town Treasurer

=====

The polls shall be opened at 7:00 A.M. and closed at 8:00 P.M.

Absentee Ballots shall be processed on Saturday, November 2nd, Monday, November 4th and on Election Day, Tuesday, November 5, 2019, starting at 8:00 a.m. - 10:00 a.m. - 1:00 p.m. - 4:00 p.m. and 7:30 p.m. until finished.

The Registrar of Voters will hold office hours during regular business hours of the Town Hall and at the Polls to correct any error 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 in the Town of Scarborough may not vote in any Scarborough election.

Approved on Wednesday, September 18, 2019, by the Scarborough Town Council.

_____	_____
_____	_____
_____	_____

Attest to a True Copy:	Dated:
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First Name	Last Name	Position
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Joyce	Alden	Ward Clerk
Suzanne	Beckerley	Election Clerk
Carol	Bellino	Election Clerk
Rhonda	Bernard	Election Clerk
Ann	Blaisdell	Election Clerk
Bruce	Blaisdell	Election Clerk
Thomas	Bradley	Election Clerk
Jan	Breton	Election Clerk
Edward	Campbell	Election Clerk
Constance	Carlson	Election Clerk
Joyce	Clark	Election Clerk
Harold	Clough	Election Clerk
Nancy	Cohen	Election Clerk
Ashley	Collins	Election Clerk
Julie	Collins	Election Clerk
Melissa	Cooledge	Election Clerk
Jacqueline	Curlew	Election Clerk
Beverly	Dahms	Election Clerk
Marjorie	DeSanctis	Election Clerk
Nicole	DiBiase	Election Clerk
Vera	Dobbs	Election Clerk
Gail	Dobriko	Election Clerk
Marie	Downs	Election Clerk
Mary	Duca	Election Clerk
Patricia	Dunn	Election Clerk
Sandra	Elder	Election Clerk
Emilie	Estes	Election Clerk
Barbara	Fagnant	Election Clerk
Charlene	Fenlason	Election Clerk
Connie	Flaherty	Election Clerk
Charlene	Gillchrest	Election Clerk
Jean	Giroux	Election Clerk
Wilfred	Giroux	Election Clerk
Elizabeth	Grant	Election Clerk
Georgia	Hanson	Election Clerk
Kenneth	Happel	Election Clerk
Donna	Hazard	Election Clerk
Susan	Helms	Election Clerk

First Name	Last Name	Position
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Catherine	Hendrix	Election Clerk
Timothy	Hendrix	Election Clerk
Geraldine	Holton	Election Clerk
James	Horrigan	Election Clerk
Donna	Jackman	Election Clerk
Shirley	Jackson	Election Clerk
Joyce	Jensen	Election Clerk
Ann	Johnson	Election Clerk
Sheila	Johnson	Election Clerk
Lydia	Jopp	Election Clerk
Pamela	Joy	Election Clerk
David	Kortz	Election Clerk
Cynthia	Kueck	Election Clerk
Lorraine	LaChapelle	Election Clerk
Andrew	Lebauer	Election Clerk
Alfred	LeDoux	Election Clerk
John	Lord, Jr.	Election Clerk
Geoff	MacLean	Election Clerk
Nancy	MacLean	Election Clerk
Marie	Malloch	Election Clerk
Kathleen	Markan	Election Clerk
Colette	Mathieson	Election Clerk
Deborah	McDonough	Election Clerk
Nina	McKee	Election Clerk
Marion	Nielsen	Election Clerk
Gilbert	Olson	Election Clerk
Marion	O'Roak	Election Clerk
Robert	Osborn	Election Clerk
Jane	Palmer	Election Clerk
Allen	Paul	Deputy Warden
Janice	Paul	Election Clerk
William	Penley	Warden
Cheryl	Plowman	Election Clerk
Richard	Reid	Election Clerk
Deborah	Rideout	Election Clerk
Sarah	Rose	Election Clerk
Denise	Smith	Election Clerk
Sandy	Sullivan	Election Clerk

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – SEPTEMBER 18, 2019
REGULAR MEETING – 7:00 P.M.

Order No. 19-071. Move approval on the request to approve the names of residents to serve on the Ad-Hoc Community Center Advisory Committee, as per the Committee Charge that was approved per Order No. 19-066, on September 4, 2019, by the Town Council, as follows: *[Town Council]*

Voting Members

Sarah Boone
Esia Do
Kevin Freeman
Amelia Kurtz
Stacey Neumann
Patrick O'Reilly
Matt Sither
Denise Smith
Matt Tonello

Non-Voting

John Cloutier – Town Council
Paul Johnson – Town Council

Leanne Kazilionis – Board of Education
TBD – Board of Education

Town Council

Ought to Pass

Sponsor

Recommendation

09/18/19 – Vote:

First Reading/Vote

N/A

Public Hearing

N/A
