

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 5, 2019
WORKSHOP WITH BESSEY COMMONS II PROJECT AND THE RELATED
AFFORDABLE HOUSING TIF – 6:00 P.M.
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: May 15, 2019 - Town Council Meeting.
- Item 6.** Adjustment to the Agenda.
- Item 7.** Items to be signed: a. Treasurer's Warrants.

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

Order No. 18-045, 7:00 p.m. Public Hearing and schedule the second reading on the proposed second amendment to Contract Zone III - Maine Life Care Retirement Community, Inc., located at 5 Dorado Drive. *[Planning Department]*

Order No. 19-031, 7:00 p.m. Public hearing and second reading on the proposed amendments to Chapter 405 – the Zoning Ordinance, Section XII.H. Campus Directional Signs. *[LRPC]*

Order No. 19-032, 7:00 p.m. Public Hearing and second reading on the proposed amendment to Chapter 405B – the Site Plan Review Ordinance, Section III.B. Site Plan Application Procedures & Action. *[Ordinance Committee]*

Order No. 19-039, 7:00 p.m. Public Hearing and action on the new request for Massage License for Yaselis Toohey, d/b/a/ Yaselis Toohey Massage Therapy, located at 10 Plaza Drive, Suite 203. *[Town Clerk]*

OLD BUSINESS:

Order No. 19-033. Second reading on the proposed amendments to Chapter 601 – the Traffic Ordinance, Section II. Higgins Beach and Section IV-2 Pine Point Co-Op (Time Limit). *[Ordinance Committee]*

Order No. 19-040. Act on the request to approve the names to the various committees/boards that were posted at the May 15th Town Council meeting. *[Appointments/Negotiations Committee]*

NEW BUSINESS:

Order No. 19-041. First reading and refer to the Planning Board the proposed changes to Chapter 405 – Town of Scarborough Zoning Ordinance, Section VI – Definitions. *[Housing Alliance]*

Order No. 19-042. First reading and schedule a public hearing on the request to amend Chapter 1016 – the Garage/Yard Sale Ordinance. *[Ordinance Committee]*

Item 8. Non Action Item.

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

Item 10. Town Manager Report.

Item 11. Council Member Comments.

Item 12. Adjournment.

AGENDA

SCARBOROUGH TOWN COUNCIL

WEDNESDAY – JUNE 5, 2019

REGULAR MEETING – 7:00 P.M.

Order No. 18-045. The second reading on the proposed second amendment to Contract Zone III - Maine Life Care Retirement Community, Inc., located at 5 Dorado Drive will be scheduled for Wednesday, June 19, 2019. *[Planning Department]*

Planning Department

Ought to Pass

Sponsor

Recommendation

06/20/2018 - Vote: 6 Yeas.
[Councilor Babine Absent]

First Reading/Action /Vote

06/05/2019

Public Hearing

06/19/2019 - Vote:

Second Reading/Final Approval/Vote



Dorado Property Residential Community
Scarborough, Maine
Application for Second Amendment to Contract Zoning Agreement

Applicant:
Maine Life Care Retirement Community, Inc.
15 Piper Road
Scarborough, ME 04074

Owner's Representative:
MODUS, LLC
10 Maple Street, Suite 302
Middleton, MA 01949

Attorney:
Jensen Baird Gardner & Henry
10 Free Street
Portland, ME 04101

Architect:
RLPS Architects
250 Valleybrook Drive
Lancaster, PA 17601

Landscape Architect / Surveyor / Site Engineer:
Sebago Technics, Inc.
75 John Roberts Road
South Portland, Maine

June 06, 2018



Dorado Property Residential Community
Scarborough, Maine
Application for Second Amendment to Contract Zoning
Agreement

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Tab 4	Plan Documents and Exhibits



Piper Shores

June 5, 2018

Scarborough Town Council
c/o Tom Hall, Town Manager
P.O. Box 360
Scarborough, ME 04074

Dear Mr. Hall,

Attached please find an application on behalf of Maine Life Care Retirement Community, Inc. d/b/a Piper Shores, to modify the existing contract zoning agreement with the Town of Scarborough. Piper Shores seeks to expand our Continuing Care Retirement Community (CCRC). Our organization provides senior housing and health related services to 360 residents at 15 Piper Road. The organization currently consists of 138 acres off Spurwink Road. Of the 138 acres, 96 acres of the property are conserved as part of a conservation easement. As such, there exists little opportunity to grow the services offered by Piper Shores on the current campus.

Piper Shores desires to expand its offering of independent living dwelling units as part of our CCRC. Our current occupancy has sustained at 96% for nearly all of our organization's history. Related, we currently maintain a waitlist of more than 150 parties who have placed a 10% deposit on future housing. As such, the waitlist members are having to wait 3-7 years for occupancy. We expect that this demand will continue to grow given the demographic shifts, both in Maine, and the country at large, skewing to an older population.

In order to provide additional independent living housing, Piper Shores has entered into a Purchase & Sale Agreement with the owners of 5 Dorado Drive, Scarborough, ME. This parcel is approximately 150 feet from the entrance of Piper Shores. It consists of 45 acres, zoned residential, and contains a 7,299 square foot single family home along with a detached barn. The property includes well groomed walking trails and is abutted by Camp Ketcha along one border.

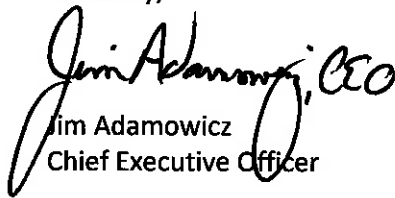
Our understanding is that the current RF Zoning District does not conform with our proposed development plan. Therefore, Piper Shores is proposing to amend the existing contract zone agreement to support the proposed development of this parcel. Piper Shores has opted to amend the existing contract zone agreement rather than seek a new contract zone agreement for this site. Piper Shores has spent the past nine months developing conceptual plans for this property. The organization is seeking to amend the existing contract zone agreement to allow for limited development of the property. As part

of our planning, we recently met with Maine DEP to discuss the conceptual plan. We believe the plan connected to this request is very sensitive to existing wetland areas on this site.

As consistent with our 17 year history as an organization, we are proposing a high quality development plan of independent living housing along with a modest clubhouse structure. This plan is expected to offer a number of benefits to the Town of Scarborough. Piper Shores proposes to increase front setbacks from 50 feet to 200 feet as well as increased side and rear setbacks from 15 feet to 50 feet. The proposed plan is extremely sensitive to adjacent property owners and will not be visible from Spurwink Road. As part of the community benefit provided to the Town, Piper Shores proposes to provide public access to existing recreational trails along with limited public parking. Finally, this proposed development will provide substantial tax revenue to the Town without any impact on public services including use of public schools, roadway maintenance and snow removal.

In summary, Piper Shores respectfully requests the consideration of our application to amend the existing contract zone agreement to encompass this new parcel. Please feel free to contact me should you have any questions concerning this matter.

Sincerely,



Jim Adamowicz
Chief Executive Officer

cc: Ron Epstein, Esq.
Will Conway, Sebago Technics
Erik Conway, Modus Development

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date June 28, 2017

July 6, 2017 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Maine Life Care Community Inc.

Patricia A. MacDonald, David R. MacDonald ("Buyer") and
("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all
☐ part of; If "part of" see para. 26 for explanation) the property situated in municipality of Scarborough,
County of Cumberland, State of Maine, located at 5 Dorado Drive and
described in deed(s) recorded at said County's Registry of Deeds Book(s) 31999, Page(s) 210.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades
and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/
pellet stoves, sump pump, electrical fixtures, and N/A are included with the sale except for the
following: _____

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: _____

4. PERSONAL PROPERTY: The following items of personal property as viewed on _____ are included with the
sale at no additional cost, in "as is" condition with no warranties: N/A

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of
\$300,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 3 days of the Effective Date,
a deposit of earnest money in the amount \$30,000.00. Buyer agrees that an additional deposit of earnest money
in the amount of \$ N/A will be delivered N/A. If Buyer fails to deliver
the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends
once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account
check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: LandVest ("Agency") shall hold
said earnest money and act as escrow agent until closing; this offer shall be valid until July 7 June 30, 2017 (date)
5:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly
to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by
the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and
execute all necessary papers on see Exhibit A (closing date) or before, if agreed in writing by both parties. If
Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to
exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller,
to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the
closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and
accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any
further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Quitclaim Deed with Covenant deed, and shall be free and clear of all
encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the
continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises,
free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all
possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the
right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of
premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks
prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be
refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance
proceeds relating thereto.

11. **FUEL/UTILITIES/PRORATIONS:** Buyer shall pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) N/A. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. **DUE DILIGENCE:** Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	FULL RESOLUTION	TYPE OF INVESTIGATION	YES	NO	FULL RESOLUTION
a. General Building (includes b-z regardless of yes/no check-offs)	☒	☐	Within <u>14</u> days	n. Arsenic: Wood/Water (see paragraph 13)	☐	☐	Within _____ days
b. Sewage Disposal	☐	☐	Within _____ days	o. Pests	☐	☐	Within _____ days
c. Coastal shoreland septic	☐	☐	Within _____ days	p. Code Conformance	☒	☐	Within <u>180</u> days
d. Water Quality	☐	☐	Within _____ days	q. Insurance	☐	☐	Within _____ days
e. Water Quantity	☐	☐	Within _____ days	r. Environmental Scan	☒	☐	Within <u>180</u> days
f. Air Quality	☐	☐	Within _____ days	s. Lot size/acreage	☐	☐	Within _____ days
g. Square Footage	☐	☐	Within _____ days	t. Survey/MLI	☒	☐	Within <u>180</u> days
h. Pool	☐	☐	Within _____ days	u. Zoning	☒	☐	Within <u>180</u> days
i. Energy Audit	☐	☐	Within _____ days	v. Registered Farmland	☐	☐	Within _____ days
j. Chimney	☐	☐	Within _____ days	w. Habitat Review/Waterfowl	☒	☐	Within <u>180</u> days
k. Smoke/CO detectors	☐	☐	Within _____ days	x. Flood Plain	☐	☐	Within _____ days
l. Mold	☐	☐	Within _____ days	y. Tax Status*	☐	☐	Within _____ days
m. Lead Paint	☐	☐	Within _____ days	z. Other	☐	☐	Within _____ days

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☐ No

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above inspections. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. **FINANCING:** This Agreement:

☒ is not subject to a financing contingency. Buyer shall provide proof of the funds within 14 days.

☐ is subject to financing as follows:

- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
- Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.
- Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. **BROKERAGE DISCLOSURE:** Buyer and Seller acknowledge they have been advised of the following relationships:

John Hatcher (001628) of Keller Williams (1909)
Licensee MLS ID Agency MLS ID
is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

John Scribner (011737) of LandVest (1475)
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. **DEFAULT/RETURN OF EARNEST MONEY:** In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. **MEDIATION:** Earnest money disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. **PRIOR STATEMENTS:** Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. **HEIRS/ASSIGNS:** This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. **SHORELAND ZONE SEPTIC SYSTEM:** Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. **NOTICE:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. **EFFECTIVE DATE/BUSINESS DAYS:** This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. **ADDENDA:** Lead Paint - ☐ Yes ☒ No : Other - ☐ Yes ☐ No Explain: _____

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. **OTHER CONDITIONS:**

1) Buyers official name is Maine Life Care Retirement Community, Inc , signatory is James Adamowicz, CEO. 2) See Exhibit A incorporated herein by reference.

JE

JS

27. GENERAL PROVISIONS:

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is 15 Piper Rd, Scarborough, ME 04074-9473

BUYER DATE
~~Maine Life Care Community Inc.~~

Maine Life Care Retirement Community, Inc.
 By James E. Adamy 6/28/17
 BUYER CEO DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 201 U.S Route 1, PMB 307, Scarborough, Me 04074

PATRICIA A. MAC DONALD
 by David R. MacDonald, her Attorney-in-Fact
 SELLER Patricia A. MacDonald

7/5/17
 DATE

David R. MacDonald
 SELLER David R. MacDonald

7/5/17
 DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE

SELLER _____ DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE

BUYER _____ DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

SELLER _____ DATE

SELLER _____ DATE

BUYER _____ DATE

BUYER _____ DATE



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EXHIBIT A

ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum to Purchase and Sale Agreement is made this ^{July} 5th day of ~~June~~, 2017 (the "Effective Date"), by and between Patricia A. MacDonald and David R. MacDonald (hereinafter called "Seller") and Maine Life Care Retirement Community, Inc., a Maine non-profit corporation (hereinafter called "Buyer"). This Addendum shall be a part of the Purchase and Sale Agreement of even date herewith (the "Agreement") between Seller and Buyer relating to property located at 5 Dorado Drive in Scarborough, Maine described in the deed recorded in the Cumberland County Registry of Deeds, Book 31999, Page 210 (the "Property") and is hereby incorporated into the Agreement.

1. Deposit. Buyer shall make the following deposit: a [REDACTED] deposit upon execution of the Agreement and this Addendum. The [REDACTED] deposit is hereinafter called the Deposit. All interest earned on the Deposit shall be applied in the same manner as the Deposit as hereinafter set forth. The Deposit shall be applied and credited to the purchase price of the Property under the Agreement at Closing.

The Deposit shall become non-refundable after expiration of 180 calendar days from the Effective Date of the Agreement except that notwithstanding the foregoing, the Deposit shall in any event be refundable to Buyer if the conditions set forth in Section 4(a) or 4(d) are not satisfied at Closing or in the event of a termination resulting from a fire or casualty as provided in Section 7 of this Addendum. The Deposit shall be held in escrow until closing or termination of the Agreement.

2. Due Diligence. In addition to the conditions set forth in Section 12 of the Agreement, Buyer will need to conduct additional due diligence as to the condition of the Property. The Seller will cooperate with Buyer where reasonably possible, but all costs of due diligence shall be the responsibility of Buyer. Within 15 days after the Effective Date of this Agreement, the Seller shall provide to Buyer copies of the following documents relating to the Property in the Seller's possession or under its control relating to the Property and/or the buildings and improvements located thereon: (a) all surveys and plans; (b) building inspection studies, reports and evaluations; and (c) any environmental studies, reports or evaluations (the "Property Information"). For a period of 180 days from the Effective Date (hereinafter the "Due Diligence Period"), Buyer and its officers, employees, agents, advisers, architects and engineers shall have the right, and are hereby authorized, to enter the Property at reasonable times to conduct inspections, surveys, evaluations, tests (including building inspections, soils tests, wetlands studies, plant and wildlife studies and hazardous waste studies) and other investigations relating to the Property and for all other reasonable purposes relating to the Buyer's proposed use of the Property (collectively, "Buyer's Inspections"). In making Buyer's Inspections, Buyer shall rely exclusively on its own independent investigation and evaluation, and all costs and expenses of Buyer's Inspections shall be paid by Buyer. If Buyer, in its sole and absolute discretion, is not satisfied with the results of Buyer's Inspections or with the condition of the Property or with the feasibility of the Project, as hereafter defined, on the Property, then on or before the date that is ten days after the expiration of the Due Diligence Period, Buyer may serve written notice on the Seller of its election to terminate this Agreement. If Buyer gives such notice to the Seller, terminating this Agreement, this Agreement shall be deemed terminated, the Deposit and all interest earned thereon shall be returned to Buyer and neither party shall have any further rights, claims or obligations, except as otherwise expressly provided herein.

After the Due Diligence Period, Buyer shall continue to have the right, at all reasonable times, to inspect the Property, and to enter the Property and to conduct additional Buyer Inspections, including engineering studies, surveys, soil tests, inspections, and other reasonable evaluations of the Property, and to show the Property to governmental authorities, appraisers and prospective residents of the Property (but shall not have the right to show the interior of the house, garage, or barn to prospective residents), but Buyer shall not have the right to terminate the Agreement on account of the results of such Buyer Inspections conducted after the expiration of the Due Diligence Period except in accordance with the provisions of Section 6 of this Addendum.

Buyer shall be responsible for returning the Property to substantially its original state in the event the Property is disturbed by such Buyer's Inspections. Buyer shall also use reasonable efforts not to disturb Seller's privacy and use and enjoyment of the Property. Buyer agrees to indemnify, defend and hold the Seller harmless from and against any lien, damage, injury, claim or expense, including, without limitation, reasonable attorneys' fees, resulting from the Buyer's Inspections or the entry by Buyer or its officers, employees, agents, consultants, advisors, attorneys,

accountants, architects or engineers upon the Property in the performance of the inspections and investigations hereunder or in connection with Buyer's Inspections. The terms of this paragraph shall survive the Closing or other termination of the Agreement.

3. Title Review. On or before the date that is 30 days after the Effective Date of the Agreement (the "Title Review Period"), Buyer shall notify Seller in writing of any encumbrances or objections or defects in Seller's title to the Property as appearing in the Cumberland County Registry of Deeds that would make Seller unable to give title to the Property at Closing as herein stipulated or that in the opinion of Buyer would interfere with Buyer's proposed use of the Property for the Project (each of which is called herein a "Title Objection"). Buyer shall be deemed to have waived any objection to any Title Objection that existed as of the Effective Date of the agreement if Buyer fails to notify Seller in writing of such Title Objection on or before the end of Title Review Period. If Buyer gives Seller written notice of any Title Objection which exists as of the Effective Date of the Agreement (such written notice being referred to herein as a "Notice of Objection"), Seller shall have a period of not more than 45 days after receipt of the Notice of Objection (the "Cure Period") within which to remedy or cure any such Title Objection (or if such Title Objection is a mortgage that Seller has placed on the Property and if the mortgage secures an indebtedness not in excess of 75% of the purchase price hereunder, then Seller may cure such objection by agreeing that such mortgage shall be paid at Closing out of purchase price hereunder). If Seller elects not to cure the Title Objection, or if, having elected to cure a Title Objection, Seller is unable to do so within the Cure Period after the exercise of good faith efforts, then Buyer may elect by giving Seller written notice within five (5) business days after the expiration of the Cure Period or notice from Seller that it will not cure such Title Objection, as the case may be, either to (i) accept title to the Property at Closing, subject to the uncured Title Objection and without any reduction in the applicable Purchase Price, in which case such uncured Title Objection shall be deemed to be a Permitted Exception; or (ii) terminate this Agreement and have the Deposit returned to it, in which event all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to obligations that are expressly stated herein to survive the termination of this Agreement. Seller covenants and agrees that after the Effective Date of the Agreement, without the written consent of Buyer, Seller shall not create any lien, easement, covenant or other encumbrance on title or allow any new lien, easement, covenant or encumbrance on title to the Property that did not exist as of the Effective Date of the Agreement and Seller shall promptly cause any such lien, easement, covenant or other encumbrance to be removed.

4. Conditions to Closing. Without limitation of any other conditions set forth in the Agreement or this Addendum, Buyer's obligations to close and pay the purchase price and to consummate the transactions contemplated by the Agreement are subject to satisfaction of all of the Conditions to Closing set forth in this Section 4. Buyer may waive any or all of such conditions in whole or in part but any such waiver shall be effective only if made in writing. If Buyer pays the purchase price due to the Seller at Closing, all such conditions shall be deemed to have been satisfied or to have been waived by Buyer. If any Condition to Closing set forth in this Section 4 is not fully satisfied by the Closing date as set forth in Section 5 of this Addendum, then Buyer may terminate the Agreement by written notice to the Seller given on or before the Closing date, in which event the Deposit and all interest earned thereon shall be paid to Seller except that the Deposit and all interest earned thereon shall be returned to Buyer if the termination of the Agreement is because either the condition set forth in paragraph (a) of this Section or the condition set forth in paragraph (d) of this Section is not satisfied or if the termination notice is given prior to the expiration of the Due Diligence Period or to the extent described in Section 7 of this Agreement in the event of a fire or casualty, and neither party shall have any further rights, claims or obligations hereunder except as otherwise expressly set forth herein.

The Conditions to Closing are as follows:

(a) Title. Good and marketable title to the Property in accordance with the Standards of Title adopted by the Maine Bar Association shall be conveyed by the Seller to Buyer at Closing, free and clear of all liens and encumbrances except for any Permitted Exception as defined in Section 3 of this Addendum. If the Seller is unable to convey title to the Property at Closing in accordance with the provisions of this paragraph, then the Seller shall have a reasonable time period, not to exceed 180 days from the time the Seller receives written notice of the title defect, to remedy the title. Seller agrees to use diligent efforts to cure any title defect. If such defects cannot be cured within such period, then Buyer shall either (i) elect to close and accept title "as is" without any reduction in the Purchase Price except that if such defect is susceptible of cure by the payment of money, Buyer may elect to close and to pay for such cure and deduct such cure amount from the Purchase Price at Closing, or (ii) terminate this Agreement, whereupon the Deposit and all interest thereon shall be returned to Buyer and neither party shall have any further obligations hereunder.

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(b) Governmental Approvals. Buyer shall have obtained all necessary governmental approvals, permits and licenses that Buyer needs in order to develop and construct the Project, as hereafter defined, including all necessary permits, licenses and approvals from: (i) the Maine Department of Environmental Protection, (ii) the Army Corps of Engineers, if applicable, (iii) the Maine Superintendent of Insurance (including a Certificate of Approval for the Project issued by the State of Maine Superintendent of Insurance pursuant to 24-A MRSA chapter 73 (the "CCRC Act")) and (iv) the Town of Scarborough (and its Code Enforcement Office, Planning Board, Zoning Board of Appeals and Town Council), including, without limitation, subdivision and site plan approval from the Scarborough Planning Board, a building permit from the Town's Code Enforcement Officer and a re-zoning of the Property or a contract zone agreement from the Scarborough Town Council, all of which approvals, permits and licenses shall be satisfactory to Buyer and shall permit the Project to be developed and operated as part of the Buyer's Piper Shores life care community. The "Project" shall mean development and construction of at least 40 new dwelling units of a size and location determined appropriate by Buyer and related and related amenities and common facilities parking, utility, drainage, detention and other site improvements and related building facilities, and the use and operation of such dwelling units and improvements as part of Buyer's continuing care life care retirement community for purposes of the CCRC Act and applicable laws and ordinances.

(c) Appeals Period Expiration. No litigation or governmental administrative proceedings shall be pending with respect to the permits, licenses and approvals described in paragraphs (b) of this Section 4, and all appeals and reconsideration periods for all permits, licenses and approvals described in paragraph (b) of this Section 4 shall have expired.

(d) Closing Documents. Seller shall deliver to Buyer at Closing each of the Closing Documents required to be delivered pursuant to the Agreement and this Addendum, and the Seller shall have timely performed in all material respects each and every covenant and agreement to be performed by the Seller under this Agreement.

(e) Financing. Buyer shall have obtained a mortgage loan from the Maine Health and Higher Educational Facilities Authority or other lender in any amount deemed necessary by Buyer to finance payment of the purchase price payable to the Seller hereunder and the costs of development, design, marketing and construction of the Project.

(f) Board Approval. Final approval by the Board of Directors of Buyer, which approval shall be given in the next 60 days, and if not so given, then the Agreement shall terminate and the Deposit shall be refunded to Buyer.

5. Closing. The closing of the purchase and sale of the Property as referenced in Section 7 of the Agreement (the "Closing") shall occur on the earlier of the date that is: (a) 45 days after satisfaction of all of the Conditions of Closing (except that Closing shall occur simultaneously with the satisfaction of the Condition of Closing set forth in Section 4(e) hereof) or (b) 24 months after the Effective Date of the Agreement, as such Closing date may be extended as set forth herein. If all of the Conditions to Closing set forth in Section 4 of this Addendum have not been satisfied by the date that is 24 months from the Effective Date of the Agreement, then the Closing date shall be extended to the date that is 45 days after the date on which all of the conditions set forth in this section 4 have been satisfied, provided that the extension period shall not exceed 30 months from the Effective Date of the Agreement and provided further that if the Closing date is so extended beyond 24 months from the Effective Date the Deposit shall be non-refundable even if Buyer terminates the Agreement in the event of a fire or casualty pursuant to Section 7 of this Addendum and provided further that if the Closing occurs more than 24 months from the Effective Date the Deposit shall not be applied to the purchase price, but shall be consideration for Seller's agreement to extend the Closing date beyond 24 months from the Effective Date. Closing shall also occur on any earlier date as specified by Buyer by at least 7 days prior written notice to the Seller.

In addition to the deed described in Section 8 of the Agreement and the other documents required under the Agreement, Seller shall deliver to Buyer at Closing: (i) a Real Estate Transfer Tax Declaration of Value, the real estate withholding documentation required under Maine law and any other documents as are reasonably necessary to convey the Property to Buyer at Closing; (ii) such customary certificates, affidavits or agreements as the title insurance company issuing the title insurance policy to Buyer on the Property shall require in order to issue such policy and to omit therefrom all exceptions for unfilled mechanic's, materialmen's or similar liens (except to the extent that such liens are created by or through Buyer) and for parties in possession (except for the lease to be entered into between Buyer and Seller, to the extent it is in effect as of the Closing); and (iii) a written notice, in form and substance reasonably satisfactory to Buyer, which written notice shall certify either: (a) that to the best of the Seller's knowledge, there is no

underground oil storage facilities located on the Property, or (b) pursuant to 38 M.R.S.A. §563(6), if there are any such facilities on the Property, that the facilities exist and shall disclose its registration number or numbers, the exact location of the facilities, whether or not it has been abandoned in place, and that the facilities are subject to regulation by the Maine Board of Environmental Protection.

6. Termination. Buyer, at any time prior to Closing, may elect, by written notice to Seller, to terminate the Agreement and this Addendum, without cause, in which event Buyer shall have no further obligations or liabilities under the Agreement or this Addendum, in which event (a) if such termination notice is given more than 180 days after the Effective Date of the Agreement, the Deposit paid by Buyer as of the date of such termination shall be paid to Seller and shall be non-refundable, or (b) if such termination notice is given 180 days or less after the Effective Date of the Agreement, the Deposit paid by Buyer as of the date of such termination shall be paid and refunded to Buyer.

7. Fire or Casualty; Condition of the Property. Seller agrees that full possession of the Property will be transferred to Buyer at the Closing in substantially the same condition as the Property is in as of the Effective Date, except for reasonable wear and tear and except that the Seller shall remove all of its personal property, waste and debris from the Property and shall leave the Property in a clean and orderly condition. Seller agrees to repair and maintain the Property and all improvements located thereon in their current conditions (except that Seller shall not be obligated to maintain the road or driveway), so that the Property will be conveyed to Buyer at the Closing substantially similar to the current condition thereof, with all water, sewer, plumbing, heating, air conditioning, electrical systems and the roof and structural condition thereof and all site improvements on the Property substantially similar to the current condition thereof; provided, however, that the cost of any structural or other capital improvements or repairs (including major repair or replacement of any of the above-described systems) made by Seller shall be shared equally by Buyer and Seller as of the time such expenditures are made. Before making such improvements/repairs/replacements, the cost of which would be split between the parties, Seller shall notify Buyer of its intent to incur such costs, and Buyer may, at its option, notify Seller of its refusal to bear its share of the cost. In such event, Seller may make such improvements/repairs/replacements at its own cost, but shall not be obligated to do so, and shall not be liable to Buyer for failure to maintain the Property as to such items. Notwithstanding anything to the contrary set forth in this Agreement, if, prior to Closing, any damage is caused to the Property by fire, casualty or otherwise, and such damage is not repaired and restored by Seller prior to Closing, then Buyer, at its option, either (a) may elect to terminate this Agreement by giving written notice to Seller of its election to terminate this Agreement in which event the Deposit shall be repaid by Seller to Buyer, or (b) may elect to close in which Buyer may deduct from the purchase price hereunder the value of insurance proceeds received by Seller relating to such damage (to the extent such proceeds are allocable to the Property).

8. Notices. All notices and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission, or email, with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than three (3) Business Days thereafter. All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by facsimile, or email shall be deemed given when received by facsimile, PDF or email, as the case may be; provided the follow up notice is provided as set forth above. Each Party shall be entitled to change its address for Notices from time to time by delivering to the other Party Notice thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent to the addressee at its address set forth following its name below:

To Buyer:

Maine Life Care Retirement Community, Inc.
Attention: James Adamowicz, CEO
15 Piper Road
Scarborough, ME

DAW

With a copy to:

Ronald A. Epstein, Esq.
Jensen Baird Gardner & Henry
10 Free Street
Portland, ME. 04112
Fax: 207-775-7935
Email: repstein@jbggh.com

To Seller:

Patricia A. MacDonald and David R. MacDonald
201 US Route 1, PMB 307
Scarborough, ME 04074
Email: drml0@maine.rr.com
and myblueheaven@outlook.com

With a copy to:

Peter J. McDonell, Esq.
Perkins Thompson
One Canal Plaza
Portland, ME 04101
Email: pmcdonell@perkinsthompson.com

9. Lease to Seller: At Closing, Buyer will lease to Seller, in the form of lease attached hereto as Schedule 1, for a term of up to (i) 18 months from the date of Closing or (ii) 36 months from the Effective Date, whichever is longer: (a) exclusive use of the house, garage, and barn located on the Property, and of the land located within 300 feet [or such other area of exclusive use to be negotiated during the Due Diligence Period and to be mutually agreed upon in writing after the area is surveyed by Buyer's surveyor and Buyer has designed the proposed locations of its improvements to the Property] of the house, garage, and barn (except Dorado Road); (b) use in common with Buyer of Dorado Road; and (c) subject to Buyer's Construction Rights, as hereinafter described, use in common with Buyer of the remaining land comprising the Property, except that, with respect to items (b) and (c), above, Seller's use of the Property during such lease shall not interfere with the use and development of the Property by Buyer and the Buyer's Construction Rights. During the term of the Lease (but not prior to Closing), Buyer shall have the following Construction Rights: Buyer may construct new dwelling units to be part of Buyer's life care community, and other buildings and structures and other improvements on the Property, including roads and utility, water and sewer lines and facilities, provided, however, that (i) Buyer shall put a fence around all buildings under construction, (ii) Seller shall not access any land area designated by Buyer by fencing or written notice to Seller as an active construction zone, and Seller shall not interfere with such construction activity, (iii) Buyer shall not interfere with reasonable access and egress from the existing house, garage, and barn to Dorado Road, and (iv) Buyer shall not unreasonably interfere with Seller's use and enjoyment of the house, garage, and barn, or of the land located within 300 feet [or such other area of exclusive use to be negotiated during the Due Diligence Period and to be mutually agreed upon in writing after the area is surveyed by Buyer's surveyor and Buyer has designed the proposed locations of its improvements to the Property] of those structures.

During the term of the lease, Seller shall be responsible for (a) payment of all casualty, property and liability insurance (naming Buyer and its mortgagees as additional insured and loss payee), except that Buyer will also provide liability insurance, casualty and property insurance (naming Seller as additional insured and loss payee) relating to Buyer's use and improvement of the Property, (b) property taxes (except as otherwise hereinafter provided), (c) fuel and utilities for the house, garage, and barn, (d) general maintenance and repairs to the house and garage, and (e) snowplowing but not maintenance of the current road and driveway (provided, however, that Buyer shall bear the cost of snowplowing the road and driveway to the extent it is using those areas in connection with its construction or other activities), and Seller shall not be obligated to pay any other rent to Buyer. Notwithstanding the foregoing, Buyer shall pay all increased property taxes reasonably related to improvements to the Property made by Buyer or reasonably related

to any subdivision or other permits and approvals obtained by Buyer from the Town of Scarborough or other governmental authorities. Notwithstanding the proration provisions in Section 11 of the Purchase and Sale Agreement, items for which the Seller is responsible during the term of the lease shall not be prorated and accounted for until the termination of the lease.

Said lease may be terminated by Seller in the discretion of Seller, without cause, at any time upon 60 days prior written notice to Buyer, provided that upon such termination, full possession of the house, garage, barn and land shall be provided to Buyer, Buyer shall pay to Seller its pro rata share of items specified in the above paragraph required to be paid by Seller (prorated as of the date of termination of the lease) (and the parties shall execute an instrument confirming the termination of the lease and the prorated items discussed above, and all other rights of Seller under said lease shall terminate.

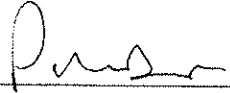
The terms of this Section 9 shall survive the Closing.

10. Miscellaneous: Time is of the essence of this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine. Except as otherwise expressly provided herein, the Deposit shall be held in escrow by LandVest, as Escrow Agent, and deposited in an interest bearing account, with the Deposit and all interest earned thereon to be applied as provided in this Agreement. Buyer and the Seller represent and warrant that no broker or agent is involved in this sale other than brokers referenced in Section 15 of the Agreement. Seller agrees to pay all fees of Keller Williams (John Hatcher) in connection with this transaction and Buyer agrees to pay all fees of LandVest (John Scribner) in connection with this transaction and the parties shall each pay their own attorneys fees and shall each pay all other costs and expenses of this transaction in accordance with Maine law. Each party hereto agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorneys' fees, resulting from a breach of such party's representation or covenant contained in this Section with respect to brokers; the provisions of this Section (and the corresponding Section 15 of the Agreement) with respect to brokers and the hold-harmless provisions relating thereto shall survive the Closing. Notwithstanding Section 16 of the Agreement, if Buyer fails to perform any of the terms of this Agreement and such failure continues for a period of 30 days after written notice of default, the Seller, as its sole remedy, may retain the Deposit, together with interest earned thereon, as full and complete liquidated damages, in which event this Agreement shall terminate and neither party shall be under any further obligation hereunder; provided, however, that Buyer's indemnification obligations under Section 2 of this Addendum, and Seller's remedies thereunder, shall not be capped or covered by this liquidated damages provision. Notwithstanding Section 16 of the Agreement, if Seller fails to perform any of the terms of this Agreement and such failure continues for a period of 30 days after written notice of default, Buyer, as its sole remedy, may either (a) terminate this Agreement and obtain a refund of the Deposit and all interest earned thereon as well as damages resulting from Seller's default, provided, however, that such damages shall be capped at \$50,000.00, including, without limitation, Buyer's cost of design and permitting of the proposed improvements on the property, or (b) Buyer may obtain specific performance of this Agreement from the Seller plus its reasonable legal fees of the specific performance lawsuit. In the event of any alleged default by either party, the Escrow Agent shall not return the Deposit to Buyer or pay the Deposit to the Seller without written releases from both parties. Seller agrees that upon request by Buyer, Seller shall execute and deliver to Buyer a recordable memorandum of the Agreement in such form as reasonably requested by Buyer. Buyer agrees that upon request by Seller at closing, Buyer will execute and deliver to Seller a recordable memorandum of lease in such form as reasonably requested by Seller.

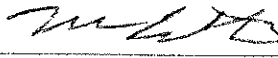
[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

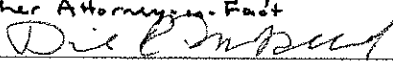
WITNESS:





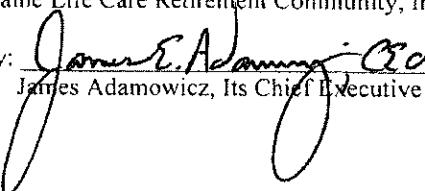


SELLER:

PATRICIA A. MACDONALD
Patricia A. MacDonald, by David R. MacDonald,
her Attorney-in-Fact

David R. MacDonald

BUYER:

Maine Life Care Retirement Community, Inc.

By: 
James Adamowicz, Its Chief Executive Officer

Schedule 1
(Form of Lease)

LEASE AGREEMENT

This Lease Agreement (the "Lease") made and entered into this ____ day of _____, 201____, by and between Patricia A. MacDonald and David R. MacDonald (hereinafter referred to as "Tenant") and Maine Life Care Retirement Community, Inc., a Maine non-profit corporation, doing business as Piper Shores (hereinafter referred to as "Landlord").

W I T N E S S E T H:

That, for and in consideration of the rents and covenants hereinafter specified to be paid and performed by Tenant, Landlord does hereby demise and lease to said Tenant the Premises as hereinafter described.

TO HAVE AND TO HOLD said Premises upon the terms, covenants and conditions hereinafter set forth for and during the Term.

AND, in consideration of said demise and the mutual promises and agreements hereinafter set forth, it is covenanted and agreed by and between the parties hereto as follows:

1. Leased Premises. Tenant hereby leases from Landlord: (a) exclusive use of the house, garage, and barn located on the property described in the deed of even date herewith from Tenant to Landlord (the "Property"), and of the land located within 300 feet **for such other area of exclusive use to be negotiated during the Due Diligence Period and to be mutually agreed upon in writing after the area is surveyed by Buyer's surveyor** of the house, garage, and barn (except Dorado Road); (b) use in common with Landlord of Dorado Road; and (c) subject to Landlord's Construction Rights, as hereinafter described, use in common with Landlord of the remaining land comprising the Property, except that, with respect to items (b) and (c), above, Tenant's use of the Property during the term of this Lease shall not interfere with the use and development of the Property by Landlord and the Landlord's Construction Rights, as hereafter defined. During the term of this Lease, Landlord shall have the following Construction Rights: Landlord may construct new dwelling units to be part of Landlord's life care community, and other buildings and structures and other improvements on the Property, including roads and utility, water and sewer lines and facilities, provided, however, that (i) Landlord shall put a fence around all buildings under construction, (ii) Tenant shall not access any land area designated by Landlord by fencing or written notice to Tenant as an active construction zone, and Tenant shall not interfere with such construction activity, (iii) Landlord shall not interfere with reasonable access and egress from the existing house, garage, and barn to Dorado Road, and (iv) Landlord shall not unreasonably interfere with Tenant's use and enjoyment of the house, garage, and barn, or of the land located within 300 feet **for such other area of exclusive use to be negotiated during the Due Diligence Period and to be mutually agreed upon in writing after the area is surveyed by Buyer's surveyor** of those structures.

2. Lease Term; Renewal. At Closing, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the premises for a term of ____ *[number of months to be inserted upon execution in accordance with provisions of Purchase and Sale Agreement]* months from the date of this Lease. Notwithstanding the foregoing, this Lease may be terminated by Tenant in the discretion of Tenant, without cause, at any time upon 60 days prior written notice to Landlord, provided that upon such termination, full possession of the house, garage, barn and land shall be provided to Landlord, Landlord shall pay to Tenant its pro rata share of items specified in Section 3 of this Lease required to be paid by Tenant (prorated as of the date of termination of this Lease) and the parties shall execute an instrument confirming the termination of this Lease and the prorated items discussed above, and all other rights of Tenant under this Lease shall terminate.

3. Rent. Tenant covenants to pay as rent for the Premises during the term hereof the following amounts: (a) all casualty, property and liability insurance (naming Landlord and its mortgagees as additional insured and loss payee), except that Landlord will also provide liability insurance, casualty and property insurance (naming Tenant as additional insured and loss payee) relating to Landlord's use and improvement of the Property, (b) property taxes (except as otherwise hereinafter provided), (c) fuel and utilities for the house, garage, and barn, (d) general maintenance and repairs to the house and garage, and (e) snowplowing but not maintenance of the current road and

driveway (provided, however, that Landlord shall bear the cost of snowplowing the road and driveway to the extent it is using those areas in connection with its construction or other activities), and Tenant shall not be obligated to pay any other rent to Landlord. Notwithstanding the foregoing, Landlord shall pay all increased property taxes reasonably related to improvements to the Property made by Landlord or reasonably related to any subdivision or other permits and approvals obtained by Landlord from the Town of Scarborough or other governmental authorities. The items for which the Tenant is responsible during the term of the lease shall not be prorated and accounted for until the termination of this Lease.

4. Compliance with Laws; Insurance. Tenant shall not do nor permit to be done anything in, on or about the Premises that increases the fire hazard over that for the usual and ordinary dwelling occupancy; nor shall the Tenant do anything that conflicts with the state and municipal laws or the regulations of the Fire Department or health authorities. Tenant is responsible for their own personal property, furniture and belongings and for all areas in Tenant's exclusive possession hereunder, and the Landlord shall in no way be responsible for the Tenant's personal property or any damages thereto.

5. No Sublease. Tenant shall not assign this Lease or let or sublease the Premises in whole or in part.

6. Landlord's Obligations. The premises are leased to Tenant "as is" without any representation or warranty. Landlord is not providing any services to Tenant except as expressly set forth in this Lease.

7. Tenant's Affirmative Covenants. Tenant covenants that Tenant shall: A. use the Premises only for a private dwelling as stated above and for no other purpose, B. keep the Premises in a decent, safe and sanitary condition, C. promptly pay the rent to the Landlord pursuant to the terms of this Lease, D. permit the Landlord to inspect the Premises annually and at other such times as the Landlord deems necessary to ascertain the conditions of the Premises, E. reimburse the Landlord within thirty (30) days of his expenditures for all repairs, redecorating, or replacement of furnishings and appliances necessitated by neglect or intentional conduct of Tenant, or Tenant's visitors, guests, household members, or invitees, and F. leave the Premises upon termination of this Lease in as good condition as at the date of this Lease, reasonable wear and tear excepted. Notwithstanding the foregoing, the cost of any structural or other capital improvements or repairs (including major repair or replacement of any of the above-described systems) made by Tenant shall be shared equally by the parties as of the time such expenditures are made. Before making such improvements/repairs/replacements, the cost of which would be split between the parties, Tenant shall notify Landlord of its intent to incur such costs, and Landlord may, at its option, notify Tenant of its refusal to bear its share of the cost. In such event, Tenant may make such improvements/repairs/replacements at its own cost, but shall not be obligated to do so, and shall not be liable to Landlord for failure to maintain the Premises as to such items.

8. Tenant's Negative Covenants. Tenant covenants that Tenant shall not: A. make any alterations, additions, or improvements to the Premises, without prior written consent of the Landlord, B. use the Premises for any purpose deemed hazardous by the Landlord's insurance company or place combustible materials in storage areas, C. keep any article or substance on the premises or conduct any activity or occupation which is illegal, noisy, or dangerous, D. assign this Lease or sublet the premises, or E. cause any damage or waste to the Premises.

9. Maintenance; Waste; Condition of Premises. Tenant agrees to keep the Premises in good and clean condition and to commit no waste thereon. Tenant agrees to surrender the premises in like condition as when taken, reasonable wear and tear excepted.

10. Utilities; Charges. Tenant shall pay for all electrical and other utilities, services or other charges consumed or incurred by Tenant with respect to the Property and the Premises.

11. Subordination. This Lease and all rights under it are subject and subordinate to the rights of any mortgagee or lender under all existing and future mortgages which now exist or hereafter are granted by Landlord with respect to the Property, provided, however, that any such mortgagee and Tenant shall enter a subordination, non-disturbance and attornment agreement in the form customarily used by such mortgagee.

12. Default. If (a) Tenant fails to comply with the terms of this Lease and any such default continues for a period of fifteen (15) days after written notice of default; or (b) if Tenant's continued tenancy constitutes a direct threat to the health or safety of others; or (c) if Tenant's intentional behavior results in substantial physical damage to

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the property of Landlord or others working at the Property; or (d) if Tenant fails to pay any amounts due hereunder and such default continues for a period of fifteen (15) days after written notice of default; or (e) upon the death of the Tenant, Tenant shall be in default of this Lease (in each case, a "Default"). In the event that the Tenant is in Default of the obligations of the Tenant under this Lease, or for other good cause, the Landlord may give the Tenant no less than thirty (30) days written notice of termination; provided, however, that where Tenant has failed to pay the rent in a timely manner, has caused substantial damage, has caused or permitted a nuisance or a crime, or has caused the Premises to become unfit for human habitation, the Landlord shall give the Tenant no less than seven (7) days' notice of termination (in each case, an "Eviction Notice"). If an Eviction Notice is given as above, then this Lease shall terminate as stated in the Eviction Notice, and the Tenant shall quit the Premises no later than such termination. If the Tenant holds over, the Landlord may enter and take possession of the Premises or commence legal action for possession. Such termination of the Lease shall not be affected by the receipt of moneys, whether previously owed or for current use during the periods of actual occupancy after receipt of a summons issued pursuant to Rule 80D of the Maine Rules of Civil Procedure, or such similar law, until the date a Writ of Possession is executed against the Tenant.

13. Intentionally Omitted.

14. Destruction; Casualty. In case the building upon the Premises or any part thereof during the term of this Lease shall be destroyed or damaged by fire or other unavoidable casualties so as to be unfit for occupation or use, then the rent hereinbefore specified, or a fair and just proportion thereof according to the nature and extent of the damages sustained, shall be suspended or abated until the said Premises shall have been rebuilt and put in proper condition for use and occupation by the Landlord, or this Lease shall, at the election of either the Landlord or the Tenant, upon written notice thereof to be given within thirty (30) days after such destruction, be terminated.

15. General Provisions. This Lease shall be binding upon the parties hereto, their respective successors, executors, administrators or assigns. If more than one person shall have signed this Lease as the Tenant, the obligations of such person so signing shall be joint and several and any obligations of the "Tenant" hereunder shall apply jointly and severally to all such signatories. All notices to the Landlord shall be mailed or delivered by the Tenant to the Landlord at Attention: James Adamowicz, CEO, 15 Piper Road, Scarborough, ME. All notices to the Tenant required under this Lease shall be mailed by the Landlord to the Tenant, postage prepaid, addressed to the Tenant at 201 US Route 1, PMB 307, Scarborough, ME 04074. All such notices shall be deemed given and effective when mailed. The failure by the Landlord to terminate this Lease or to invoke any remedies under this Lease in any instance shall not be deemed or construed to be a waiver of the right of the Landlord to terminate this Lease or to invoke any remedies at any future time for the same, similar or other cause or reasons. No changes in or amendments to this Lease shall be made except in writing signed by both the Landlord and the Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals the day and year first above written.

WITNESS:

LANDLORD: Maine Life Care Retirement Community, Inc.

By: _____
James Adamowicz, Its Chief Executive Officer

TENANT:

Patricia A. MacDonald

David R. MacDonald

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FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

Section 9 and Schedule 1 (Form of Lease) of the Addendum to the Purchase and Sale Agreement, having an Effective Date of July 6, 2017, between Patricia A. MacDonald and David R. MacDonald (hereinafter called "Seller") and Maine Life Care Retirement Community, Inc., a Maine non-profit corporation (hereinafter called "Buyer") relating to property located at 5 Dorado Drive in Scarborough, Maine are hereby amended as of this 30 day of January, 2018, as follows:

9. Lease to Seller: At Closing, Buyer will lease to Seller, in the form of lease attached hereto as Schedule 1, for a term of up to (i) 18 months from the date of Closing or (ii) 36 months from the Effective Date, whichever is longer: (a) exclusive use of the house, garage, and barn located on the Property, and of the land located within the area outlined in red on the plan attached hereto, thereby preserving a 300 foot buffer from the house and at least a 15 foot buffer between the barn and the road that Buyer will be constructing; (b) use in common with Buyer of Dorado Road; and (c) subject to Buyer's Construction Rights, as hereinafter described, use in common with Buyer of the remaining land comprising the Property, except that, with respect to items (b) and (c), above, Seller's use of the Property during such lease shall not interfere with the use and development of the Property by Buyer and the Buyer's Construction Rights. During the term of the Lease (but not prior to Closing), Buyer shall have the following Construction Rights: Buyer may construct new dwelling units to be part of Buyer's life care community, and other buildings and structures and other improvements on the Property, including roads and utility, water and sewer lines and facilities, provided, however, that (i) Buyer shall put a fence around all buildings under construction, (ii) Seller shall not access any land area designated by Buyer by fencing or written notice to Seller as an active construction zone, and Seller shall not interfere with such construction activity, (iii) Buyer shall not interfere with reasonable access and egress from the existing house, garage, and barn to Dorado Road, and (iv) Buyer shall not unreasonably interfere with Seller's use and enjoyment of the house, garage, and barn, or of the land located within the area outlined in red on the plan attached hereto.

During the term of the lease, Seller shall be responsible for (a) payment of all casualty, property and liability insurance (naming Buyer and its mortgagees as additional insured and loss payee), except that Buyer will also provide liability insurance, casualty and property insurance (naming Seller as additional insured and loss payee) relating to Buyer's use and improvement of the Property, (b) property taxes (except as otherwise hereinafter provided), (c) fuel and utilities for the house, garage, and barn, (d) general maintenance and repairs to the house and garage, and (e) snowplowing but not maintenance of the current road and driveway (provided, however, that Buyer shall bear the cost of snowplowing the road and driveway to the extent it is using those areas in connection with its construction or other activities), and Seller shall not be obligated to pay any other rent to Buyer. Notwithstanding the foregoing, Buyer shall pay all increased property taxes reasonably related to improvements to the Property made by Buyer or reasonably related to any subdivision or other permits and approvals obtained by Buyer from the Town of Scarborough or other governmental authorities. Notwithstanding the proration provisions in Section 11 of the Purchase and Sale Agreement, items for which the Seller is responsible during the term of the lease shall not be prorated and accounted for until the termination of the lease.

Said lease may be terminated by Seller in the discretion of Seller, without cause, at any time upon 60 days prior written notice to Buyer, provided that upon such termination, full possession of the house, garage, barn and land shall be provided to Buyer, Buyer shall pay to Seller its pro rata share of items specified in the above paragraph required to be paid by Seller (prorated as of the date of termination of the lease) (and the parties shall execute an instrument confirming the termination of the lease and the prorated items discussed above, and all other rights of Seller under said lease shall terminate.

The terms of this Section 9 shall survive the Closing.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

D R MacDonald

D R MacDonald

Brule & Bly

SELLER:

P MacDonald
Patricia A. MacDonald

D R MacDonald
David R. MacDonald

BUYER:

Maine Life Care Retirement Community, Inc.

By: James E Adamowicz CEO
James Adamowicz, its Chief Executive Officer

Schedule 1
(Form of Lease)

LEASE AGREEMENT

This Lease Agreement (the "Lease") made and entered into this 30 day of January, 2018, by and between Patricia A. MacDonald and David R. MacDonald (hereinafter referred to as "Tenant") and Maine Life Care Retirement Community, Inc., a Maine non-profit corporation, doing business as Piper Shores (hereinafter referred to as "Landlord").

WITNESSETH:

That, for and in consideration of the rents and covenants hereinafter specified to be paid and performed by Tenant, Landlord does hereby demise and lease to said Tenant the Premises as hereinafter described.

TO HAVE AND TO HOLD said Premises upon the terms, covenants and conditions hereinafter set forth for and during the Term.

AND, in consideration of said demise and the mutual promises and agreements hereinafter set forth, it is covenanted and agreed by and between the parties hereto as follows:

1. Leased Premises. Tenant hereby leases from Landlord: (a) exclusive use of the house, garage, and barn located on the property described in the deed of even date herewith from Tenant to Landlord (the "Property"), and of the land located within the area outlined in red on the plan attached hereto; (b) use in common with Landlord of Dorado Road; and (c) subject to Landlord's Construction Rights, as hereinafter described, use in common with Landlord of the remaining land comprising the Property, except that, with respect to items (b) and (c), above, Tenant's use of the Property during the term of this Lease shall not interfere with the use and development of the Property by Landlord and the Landlord's Construction Rights, as hereafter defined. During the term of this Lease, Landlord shall have the following Construction Rights: Landlord may construct new dwelling units to be part of Landlord's life care community, and other buildings and structures and other improvements on the Property, including roads and utility, water and sewer lines and facilities, provided, however, that (i) Landlord shall put a fence around all buildings under construction, (ii) Tenant shall not access any land area designated by Landlord by fencing or written notice to Tenant as an active construction zone, and Tenant shall not interfere with such construction activity, (iii) Landlord shall not interfere with reasonable access and egress from the existing house, garage, and barn to Dorado Road, and (iv) Landlord shall not unreasonably interfere with Tenant's use and enjoyment of the house, garage, and barn, or of the land located within the area outlined in red on the plan attached hereto.

2. Lease Term; Renewal. At Closing, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the premises for a term of {number of months to be inserted upon execution in accordance with provisions of Purchase and Sale Agreement} months from the date of this Lease. Notwithstanding the foregoing, this Lease may be terminated by Tenant in the discretion of Tenant, without cause, at any time upon 60 days prior written notice to Landlord, provided that upon such termination, full possession of the house, garage, barn and land shall be provided to Landlord, Landlord shall pay to Tenant its pro rata share of items specified in Section 3 of this Lease required to be paid by Tenant (prorated as of the date of termination of this Lease) and the parties shall execute an instrument confirming the termination of this Lease and the prorated items discussed above, and all other rights of Tenant under this Lease shall terminate.

3. Rent. Tenant covenants to pay as rent for the Premises during the term hereof the following amounts: (a) all casualty, property and liability insurance (naming Landlord and its mortgagees as additional insured and loss payee), except that Landlord will also provide liability insurance, casualty and property insurance (naming Tenant as additional insured and loss payee) relating to Landlord's use and improvement of the Property, (b) property taxes (except as otherwise hereinafter provided), (c) fuel and utilities for the house, garage, and barn, (d) general maintenance and repairs to the house and garage, and (e) snowplowing but not maintenance of the curbed road and driveway (provided, however, that Landlord shall bear the cost of snowplowing the road and driveway to the extent it is using those areas in connection with its construction or other activities), and Tenant shall not be obligated to pay any other rent to Landlord. Notwithstanding the foregoing, Landlord shall pay all increased property taxes reasonably

related to improvements to the Property made by Landlord or reasonably related to any subdivision or other permits and approvals obtained by Landlord from the Town of Scarborough or other governmental authorities. The items for which the Tenant is responsible during the term of the lease shall not be prorated and accounted for until the termination of this Lease.

4. Compliance with Laws: Insurance. Tenant shall not do nor permit to be done anything in, on or about the Premises that increases the fire hazard over that for the usual and ordinary dwelling occupancy; nor shall the Tenant do anything that conflicts with the state and municipal laws or the regulations of the Fire Department or health authorities. Tenant is responsible for their own personal property, furniture and belongings and for all areas in Tenant's exclusive possession hereunder, and the Landlord shall in no way be responsible for the Tenant's personal property or any damages thereto.

5. No Sublease. Tenant shall not assign this Lease or let or sublease the Premises in whole or in part.

6. Landlord's Obligations. The premises are leased to Tenant "as is" without any representation or warranty. Landlord is not providing any services to Tenant except as expressly set forth in this Lease.

7. Tenant's Affirmative Covenants. Tenant covenants that Tenant shall: A. use the Premises only for a private dwelling as stated above and for no other purpose, B. keep the Premises in a decent, safe and sanitary condition, C. promptly pay the rent to the Landlord pursuant to the terms of this Lease, D. permit the Landlord to inspect the Premises annually and at other such times as the Landlord deems necessary to ascertain the conditions of the Premises, E. reimburse the Landlord within thirty (30) days of his expenditures for all repairs, redecorating, or replacement of furnishings and appliances necessitated by neglect or intentional conduct of Tenant, or Tenant's visitors, guests, household members, or invitees, and F. leave the Premises upon termination of this Lease in as good condition as at the date of this Lease, reasonable wear and tear excepted. Notwithstanding the foregoing, the cost of any structural or other capital improvements or repairs (including major repair or replacement of any of the above-described systems) made by Tenant shall be shared equally by the parties as of the time such expenditures are made. Before making such improvements/repairs/replacements, the cost of which would be split between the parties, Tenant shall notify Landlord of its intent to incur such costs, and Landlord may, at its option, notify Tenant of its refusal to bear its share of the cost. In such event, Tenant may make such improvements/repairs/replacements at its own cost, but shall not be obligated to do so, and shall not be liable to Landlord for failure to maintain the Premises as to such items.

8. Tenant's Negative Covenants. Tenant covenants that Tenant shall not: A. make any alterations, additions, or improvements to the Premises, without prior written consent of the Landlord, B. use the Premises for any purpose deemed hazardous by the Landlord's insurance company or place combustible materials in storage areas, C. keep any article or substance on the premises or conduct any activity or occupation which is illegal, noisy, or dangerous, D. assign this Lease or sublet the premises, or E. cause any damage or waste to the Premises.

9. Maintenance; Waste; Condition of Premises. Tenant agrees to keep the Premises in good and clean condition and to commit no waste thereon. Tenant agrees to surrender the premises in like condition as when taken, reasonable wear and tear excepted.

10. Utilities; Charges. Tenant shall pay for all electrical and other utilities, services or other charges consumed or incurred by Tenant with respect to the Property and the Premises.

11. Subordination. This Lease and all rights under it are subject and subordinate to the rights of any mortgagee or lender under all existing and future mortgages which now exist or hereafter are granted by Landlord with respect to the Property, provided, however, that any such mortgagee and Tenant shall enter a subordination, non-disturbance and attornment agreement in the form customarily used by such mortgagee.

12. Default. If (a) Tenant fails to comply with the terms of this Lease and any such default continues for a period of fifteen (15) days after written notice of default; or (b) if Tenant's continued tenancy constitutes a direct threat to the health or safety of others; or (c) if Tenant's intentional behavior results in substantial physical damage to the property of Landlord or others working at the Property; or (d) if Tenant fails to pay any amounts due hereunder and such default continues for a period of fifteen (15) days after written notice of default; or (e) upon the death of the Tenant, Tenant shall be in default of this Lease (in each case, a "Default"). In the event that the Tenant is in Default of

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

D R MacDonald

D R MacDonald

Belle Hilly

SELLER:

P MacDonald

Patricia A. MacDonald

David R MacDonald

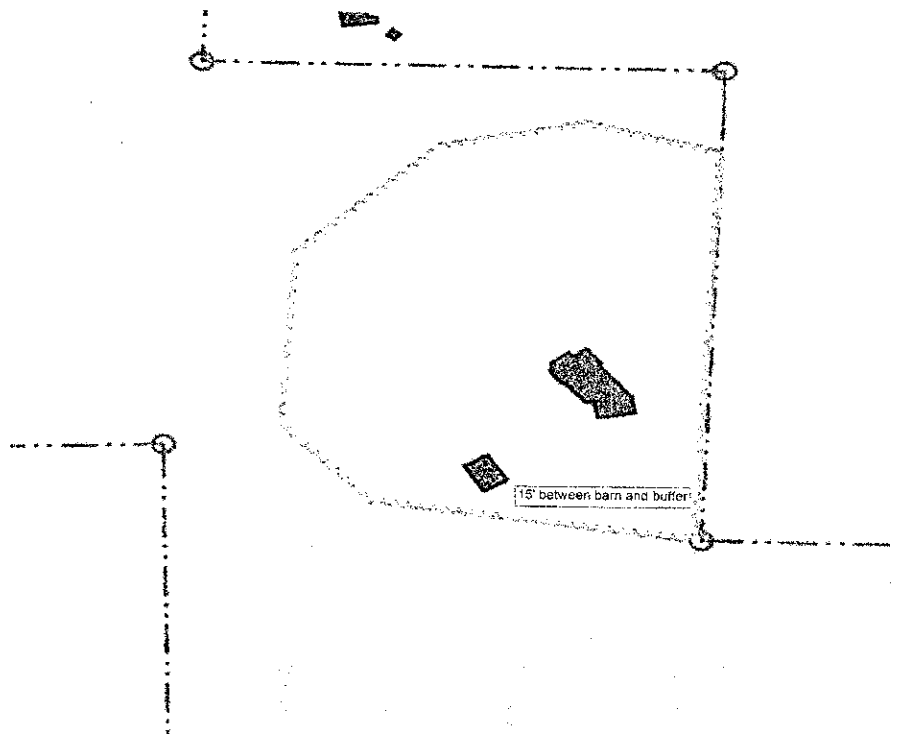
David R. MacDonald

BUYER:

Maine Life Care Retirement Community, Inc.

By: James E Adamowicz CEO

James Adamowicz, Its Chief Executive Officer



SECOND AMENDMENT TO CONTRACT ZONING AGREEMENT

This Second Amendment to Contract Zoning Agreement made as of the ____ day of _____, 2018 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 Maine Life Care Retirement Community, Inc., d/b/a Piper Shores, a Maine non-profit corporation, with an address of 15 Piper Road, Scarborough, ME 04074 (hereinafter "Maine Life Care"), pursuant to the Contract Zoning provisions of the Scarborough Zoning Ordinance.

WHEREAS, the Town and Maine Life Care entered a Contract Zoning Agreement, dated November 6, 1997 and November 17, 1997 and recorded in the Cumberland County Registry of Deeds, Book 13437, Page 19, and Book 13449, Page 171, as amended by a First Amendment to Contract Zoning Agreement, dated May 21, 2015, and recorded in said Registry, Book 32302, Page 205 (collectively, the "Agreement"); and

WHEREAS, the Town of Scarborough, by and through its Town Council has determined that the amendments set forth herein to said rezoning would be pursuant to and consistent with the Town's local growth program and 2006 Update of the Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, by providing a range of senior housing opportunities within a growth area served by public water and sewer facilities, encouraging the development of multiplex/multi-family housing, growing a non-profit business that offers high quality jobs, and adding new residential development that does not result in demands for expanded services beyond the Town's ability to meet those demands; and such amendments are consistent with the existing and permitted uses within the original zoning district classifications; and

WHEREAS, the Town of Scarborough, by and through its Town Council, has determined that the amendments set forth herein to said rezoning are in the public interest and will have beneficial effects on the Town as a whole which would not result if the property were developed under the existing zoning district classification by: (i) providing housing and amenities to senior citizens with innovative design features, (ii) providing public access to recreational trails, (iii) improving the Town's tax base, (iv) providing a contribution to the Town's Affordable Housing Initiative Fund; and (v) increasing employment opportunities in the Town; and

WHEREAS, the Town of Scarborough, by and through its Town Council has authorized the execution of this Second Amendment to Contract Zoning Agreement ("Second Amendment").

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

1. The Town hereby amends the Zoning Map of the Town of Scarborough by adopting the map change amendment shown on Attachment 1. The Agreement is amended to add to the provisions of the Agreement the property described in Exhibit A of this Second Amendment (hereinafter called the "Dorado Property"). The provisions of Section 2 of the Agreement are hereby amended to provide that Sections 2(a) through 2(j) of the Agreement shall

not apply to the Dorado Property and instead the following provisions shall apply to the Dorado property, and Maine Life Care is authorized to construct up to 61 dwelling units and related improvements as described below and subject to the conditions set forth below and notwithstanding the provisions of Sections XIV and IX of the Zoning Ordinance of the Town:

(a) Building Height: The maximum building height is 55 feet. Building height for purpose of this Agreement shall be as defined in the zoning ordinance.

(b) Density: The maximum residential density for the Dorado Property shall be 61 dwelling units. The dwelling units may be located in any combination of single family dwelling units, duplex or two family dwelling units, and multi-family dwelling units, and any building with multi-family dwelling units may also contain additional common facilities such as meeting rooms, activity rooms, recreational facilities, common dining and kitchen facilities and parking facilities and other facilities that may be part of a Continuing Care Retirement Community.

(c) Permitted Uses: The uses allowed or permitted on the Property shall be a Continuing Care Retirement Community and accessory uses, including maintenance and operations support facilities. The term "Continuing Care Retirement Community" shall have the meaning set forth in the Contract Zoning Agreement, dated November 6, 1997 and November 17, 1997 and recorded in the Cumberland County Registry of Deeds, Book 13437, Page 19, and Book 13449, Page 171, as amended by the First Amendment to Contract Zoning Agreement, dated May 21, 2015, and recorded in said Registry, Book 32302, Page 205 and as amended by this Amendment.

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(d) Building Design: Building design, style and materials shall be substantially as depicted on plans submitted during site plan review, with any changes thereto as approved by the Planning Board.

(e) Residents: Occupancy of the Continuing Care Retirement Community shall be limited to person 62 years of age or older households with at least one resident who is 62 years of age or older; provided, however, that in the case of any dwelling occupied by a person age 62 or older and by a person older than age 35 and younger than age 62, in the event that the person age 62 or older moves out of the dwelling unit or dies, the younger person may continue to reside the dwelling unit.

(f) Sewer and Water: The facility will be served by both public water and public sewer.

(g) Setbacks: The front yard setback from Spurwink Road shall be a minimum of 200 feet and the side and rear yards from the exterior boundary of the Dorado Property shall be a minimum of 50 feet.

(h) Parking: The following minimum off-street parking shall be provided: 1 space for each dwelling unit.

(i) Road Length: In recognition of the fact that all units will be equipped with residential sprinkler systems and that adequate fire hydrants will be provided throughout the project, the cumulative length of a dead end private way on the Dorado Property may exceed 2,000 feet but shall not exceed 2,800 feet.

(j) Site Plan and Subdivision Plan: The property shall be developed in a manner consistent with the site plan and subdivision plan as finally approved by the Scarborough Planning Board, and as said approved site plan and subdivision plan may be amended from time to time pursuant to the provisions of the Site Plan Review Ordinance of the Town of Scarborough and the Subdivision Ordinance of the Town of Scarborough.

Any amendment which involves the following changes will require an amendment to this Contract Zoning Agreement: (a) any change to the definition of a Continuing Care Retirement Community; and (b) any increase in the number of units, decrease in minimum setbacks or increase in maximum building height.

2. Maine Life Care shall record this Second Amendment to Contract Zoning Agreement in the Cumberland County Registry of Deeds within 90 days after its execution by the Town.

3. In recognition of Scarborough's interest in expanding affordable housing opportunities, Maine Life Care agrees to make a \$20,000.00 contribution for the equivalent of 1 unit per every 10 units, payable to the Scarborough Affordable Housing Initiative Fund at the time of applying for each building permit, such amount to be payable in the amount of \$2,000 per dwelling unit at the time of application for each building permit. The total cumulative amount to be paid assuming that Maine Life Care applies for building permits for all 61 dwelling units permitting under this Amendment is \$122,000.

4. Maine Life Care agrees that walking trails located on the Dorado Property may be used by the general public during daylight hours subject to reasonable rules and regulations adopted by Maine Life Care from time to time. Maine Life Care shall provide two parking spaces for the general public to access such trails. Maine Life Care shall have the right to relocate such trails and parking spaces from time to time.

5. Unless extended by the Town by further amendment of this Agreement, construction of the additional improvements to the Property authorized by this Second Amendment may commence within five (5) years after execution of this Second Amendment and shall be substantially completed within ten (10) years from the date of this Second Amendment.

6. Maine Life Care acknowledges and agrees that the 61 dwelling units authorized by this Amendment will not be licensed as skilled nursing or assisted living or residential care and that accordingly such independent living dwelling units shall be subject to property tax by the Town.

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76. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

WITNESS:

TOWN OF SCARBOROUGH

By: _____
Thomas Hall, Its Town Manager

MAINE LIFE CARE RETIREMENT COMMUNITY, INC.

By: _____
James E. Adamowicz, Its Chief Executive Officer

STATE OF MAINE
CUMBERLAND, ss.

_____, 2018

Personally appeared the above-named Thomas Hall, Town Manager of the Town of Scarborough, and acknowledged the foregoing to be his free act and deed in his said capacity, as duly authorized, and the free act and deed of said Town of Scarborough.

Before Me,

Notary Public

STATE OF MAINE
CUMBERLAND, ss.

_____, 2018

Personally appeared the above-named James E. Adamowicz, Chief Executive Officer of Maine Life Care Retirement Community, Inc., and acknowledged the foregoing to be his free act and deed in his said capacity, as duly authorized, and the free act and deed of said Maine Life Care Retirement Community, Inc.

Before Me,

Notary Public

Exhibits

Attachment 1: Zoning Map Change

Exhibit A: Description of Dorado Property

Attachment 1
Amendment to Zoning Map

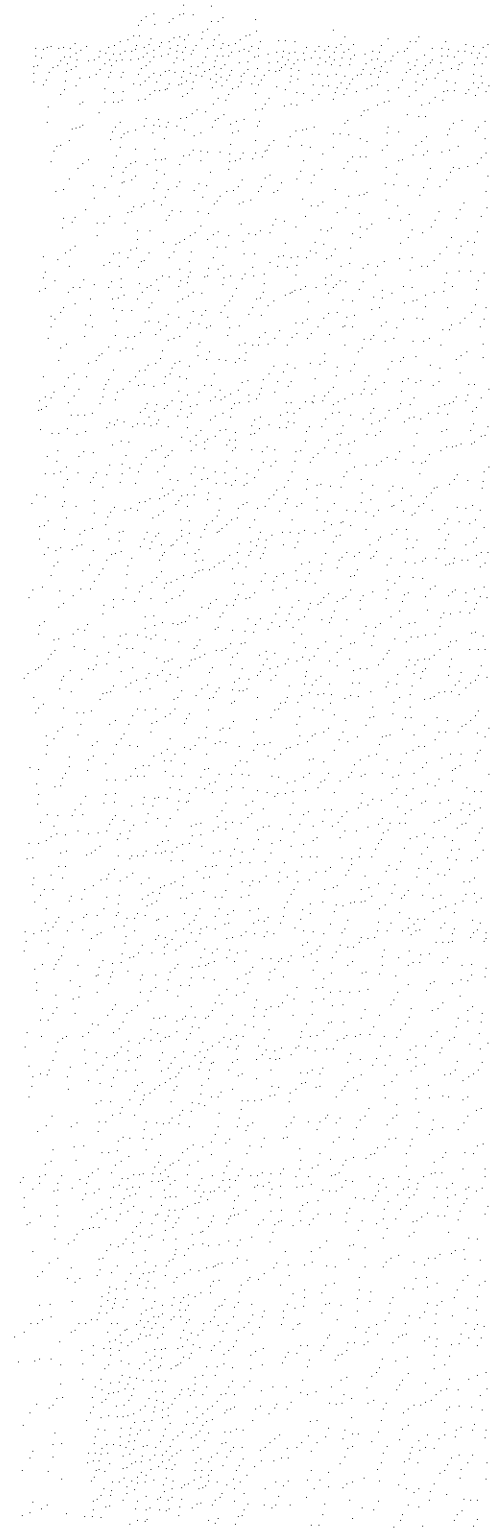


Exhibit A
5 Dorado Drive, Scarborough, Maine

A certain lot or parcel of land, together with any improvements thereon, in Scarborough, Cumberland County, Maine, located on the northerly side of Spurwink Road, being a portion of property now or formerly owned by K. Joseph Newcomb as described in an instrument recorded with the Cumberland County Registry of Deeds in Book 6994, Page 269, and also being a portion of the parcel depicted as "Lot 3, 45.04 Ac. +/-" on a plan entitled "Plan of Property on Spurwink Road, Scarborough, Maine, Made for Joseph Newcomb," prepared by registered Professional Land Surveyor George R. Bauer, Registration #2231, dated July 3, 1998, revised July 23, 1998, as recorded in said Registry of Deeds in Plan Book 198, Page 300 (the "Plan"), and more particularly described as follows:

Beginning at an iron rod set and capped PLS 2231, located at the southwest corner of the parcel described herein, said corner being the intersection of the northerly sideline of said Spurwink Road with the easterly sideline of an area depicted on the Plan as "Newcomb Ridge Road, 50' Wide Right of Way," said point of beginning being located N 78° 50' 08" E a distance of 469.26 feet from a concrete obelisk marked "1920 RIIM8E" situated on the northerly sideline of said Spurwink Road as shown on the Plan;

Thence running N 16° 49' 00" W a distance of 164.36 feet along the easterly boundary of said 50' Wide Right of Way to an iron pin set and capped PLS 2231, as shown on the Plan;

Thence turning and running N 24° 43' 33" W a distance of 204.57 feet continuing along the easterly boundary of said 50' Wide Right of Way to an iron rod set and capped PLS 2231, as shown on the Plan;

Thence turning and running N 13° 28' 42" W a distance of 406.61 feet along the easterly boundary of said 50' Wide Right of Way to an iron rod set and capped PLS 2231, as shown on the Plan;

Thence turning and running N 09° 16' 52" W a distance of 104.77 feet along the easterly boundary of said 50' Wide Right of Way to an iron rod set and capped PLS 2231, which iron rod is located S 84° 16' 52" E a distance of 51.76 from a 5/8" iron rod found at the northwesterly corner of said 50' Wide Right of Way and the northeasterly corner of land now or formerly of Frank J. Dirrigl and Sheridan N. Dirrigl, described in an instrument recorded in said Registry of Deeds in Book 6571, Page 122, and depicted on the Plan as "Lot 2, 2.16 Ac. +/-";

Thence turning and running N 75° 19' 19" E a distance of 273.87 feet along remaining land now or formerly of K. Joseph Newcomb depicted on the Plan as "Lot 4, 13.33 Ac. +/-" to an iron rod set and capped PLS 2231 at the southeasterly corner of said Lot 4, as shown on the Plan;

Thence turning and running N 16° 39' 08" W a distance of 575.00 feet along the easterly boundary of said Lot 4 to an iron rod set and capped PLS 2231 at the northeasterly corner of said Lot 4 and the southerly or southeasterly boundary of land now or formerly of Camp Fire Girls Hitinowa

Council, Inc. described in an instrument recorded in said Registry of Deeds in Book 4345, Page 217, as shown on the Plan;

Thence turning and running N 73° 20' 52" E a distance of 574.08 feet along the southerly or southeasterly boundary of said land now or formerly of said Camp Fire Girls of Hitinowa Council, Inc. to a pine tree with wire remains, as shown on the Plan;

Thence turning and running N 18° 30' 23" W a distance of 1,352.95 feet along the easterly boundary of said land now or formerly of Camp Fire Girls of Hitinowa Council, Inc. to a 5/8" iron rod found at the northeasterly corner of said land now or formerly of Camp Fire Girls of Hitinowa Council, Inc. and the southwesterly corner of land now or formerly of Robert W. Hansen and Karen D. Hansen described in an instrument recorded in said Registry of Deeds in Book 11926, Page 37, as shown on the Plan;

Thence turning and running S 86° 49' 32" E a distance of 450.13 feet along the southerly boundary of said land now or formerly of said Hansens to a 5/8" iron rod found at the southeasterly corner of said land now or formerly of said Hansens and the southwesterly corner of land now or formerly of Robert C. Ludwig and Gail T. Ludwig described in an instrument recorded in said Registry of Deeds in Book 10802, Page 271, as shown on the Plan;

Thence turning and running S 80° 58' 54" E a distance of 104.28 feet along the southerly boundary of said land now or formerly of said Ludwigs to a crimped 1/2" pipe found at the northwesterly corner of land now or formerly of Peter B. Talbot and Lorraine D. Talbot described in an instrument recorded in said Registry of Deeds in Book 11668, Page 327, as shown on the Plan;

Thence turning and running S 18° 17' 00" E a distance of 1,679.55 feet along the westerly boundary of said land now or formerly of said Talbots and the westerly boundaries of lands now or formerly of (i) Beverly A. Brennan, described in an instrument recorded in said Registry of Deeds in Book 3210, Page 250; (ii) Jeffrey W. Jones and Luciad Jones, described in an instrument recorded in said Registry of Deeds in Book 11265, Page 82; (iii) Scott D. Dakers and Jane A. Dakers, described in an instrument recorded in said Registry of Deeds in Book 8163, Page 256; (iv) Arnold M. Bushner and Sharon A. Bushner, described in an instrument recorded in said Registry of Deeds in Book 7713, Page 252; and (v) Steven G. Jamison Trent and Susan I. Jamison Trent, described in an instrument recorded in said Registry of Deeds in Book 9480, Page 343, to a 1 1/2" iron pipe found at the southwesterly corner of said land now or formerly of said Trents and the northeasterly corner of land now or formerly of David E. Hefler, described in instruments recorded in said Registry of Deeds in Book 3124, Page 468 and Book 4124, Page 70;

Thence turning and running S 71° 49' 54" W a distance of 606.07 feet along the northerly boundary of said land now or formerly of Hefler to an iron rod found at the northwest corner of said land now or formerly of Hefler, as shown on the Plan;

Thence turning and running S 19° 33' 31" E a distance of 843.18 feet along the westerly boundary of said land now or formerly of Hefler through a bent iron pin found, as shown on the Plan, and continuing to an iron rod set and capped PLS 2231 on the northerly sideline of said Spurwink Road at the southwesterly corner of said land now or formerly of Hefler, as shown on the Plan;

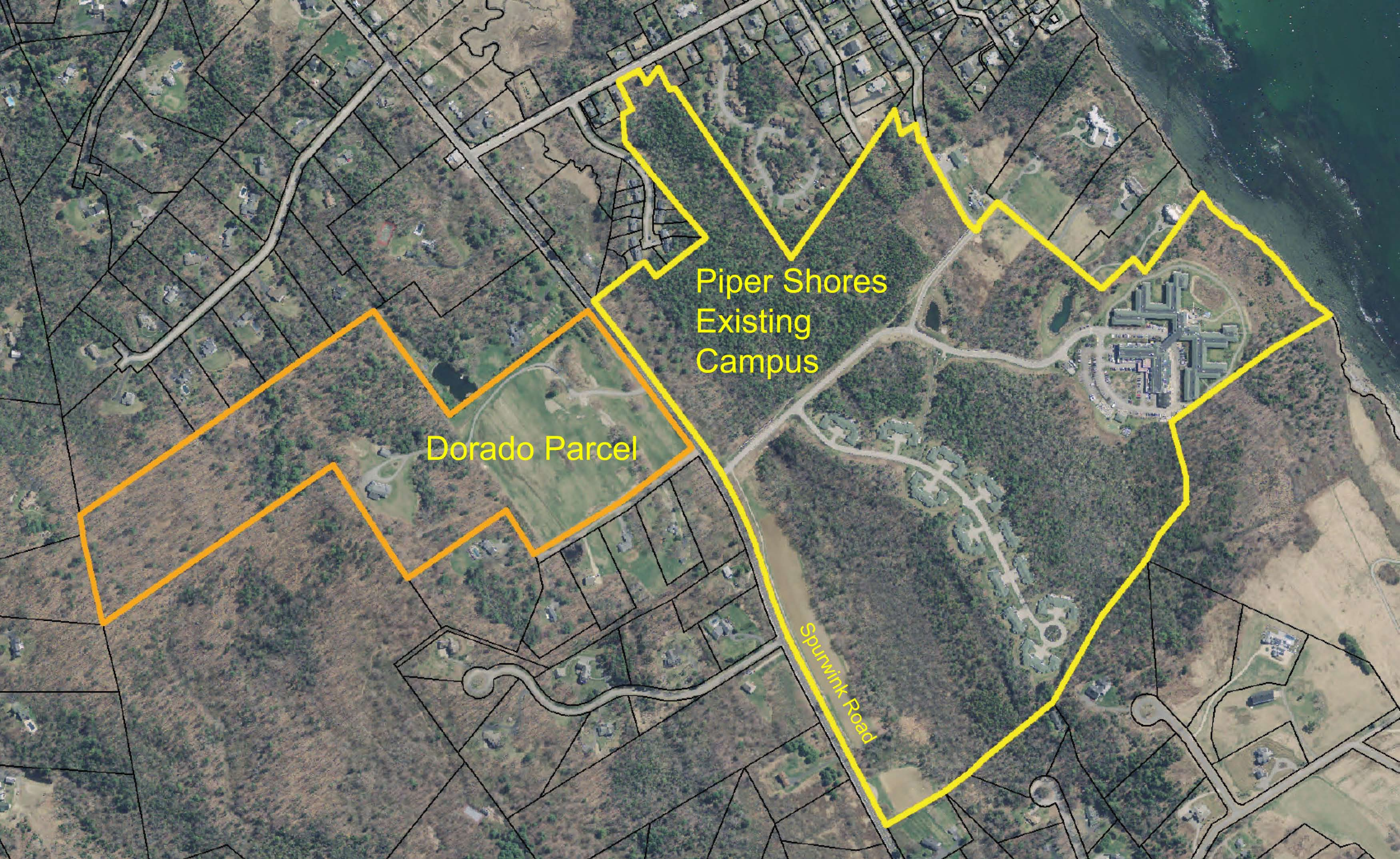
Thence turning and running S 68° 58' 44" W a distance of 788.51 feet along the northerly sideline of said Spurwink Road to an iron rod set and capped PLS 2231 on the northerly sideline of Spurwink Road, as shown on the Plan;

Thence turning and running S 74° 01' 02" W a distance of 26.68 feet along the northerly sideline of said Spurwink Road to the iron rod set and capped PLS 2231 at the southeasterly corner of said 50' Wide Right of Way and the point of beginning.

The above described premises contain 44.02 acres, more or less.

Bearings are magnetic, 1960.

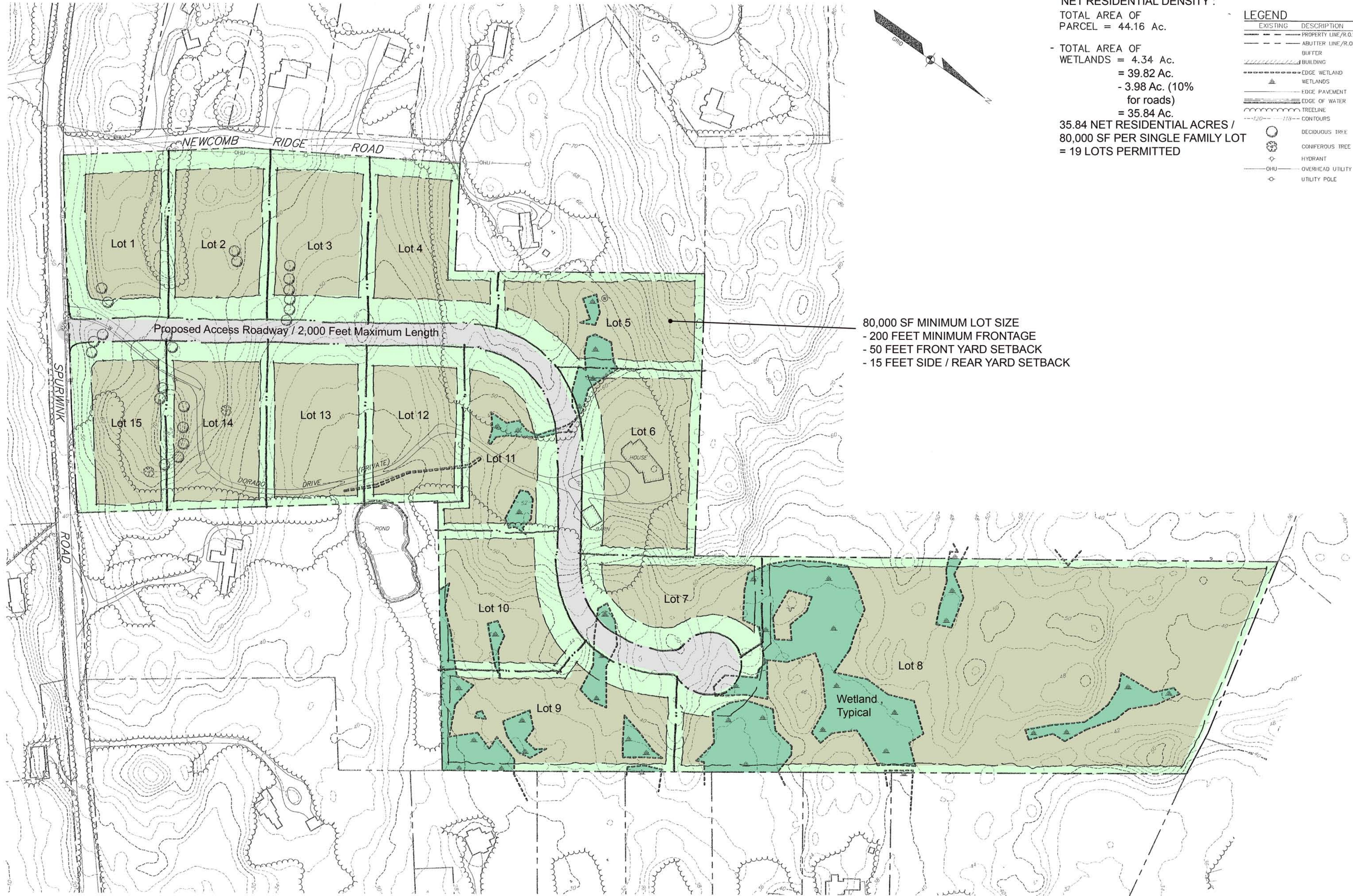
Reference is hereby made to the Plan. This conveyance is the conveyance contemplated by Note 4 on the Plan, earlier parties having agreed, notwithstanding such Note and notwithstanding the depiction of said Lot 3 on the Plan, to convey only the above-described portion of the parcel said Lot 3, excepting and reserving to K. Joseph Newcomb, his heirs and assigns, the fee ownership in the portion of said Lot 3 which is depicted on the Plan as "Newcomb Ridge Road, 50' Wide Right of Way."



Piper Shores
Existing
Campus

Dorado Parcel

Spurwink Road

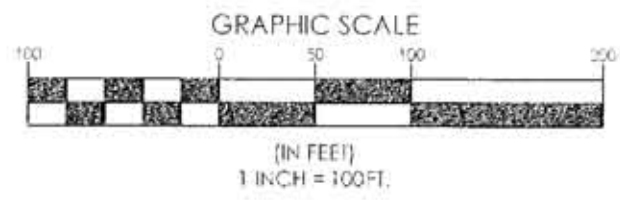


80,000 SF MINIMUM LOT SIZE
- 200 FEET MINIMUM FRONTAGE
- 50 FEET FRONT YARD SETBACK
- 15 FEET SIDE / REAR YARD SETBACK

NET RESIDENTIAL DENSITY :
TOTAL AREA OF
PARCEL = 44.16 Ac.

- TOTAL AREA OF
WETLANDS = 4.34 Ac.
= 39.82 Ac.
- 3.98 Ac. (10%
for roads)
= 35.84 Ac.
35.84 NET RESIDENTIAL ACRES /
80,000 SF PER SINGLE FAMILY LOT
= 19 LOTS PERMITTED

LEGEND	
EXISTING	DESCRIPTION
---	PROPERTY LINE/R.O.W.
---	ABUTTER LINE/R.O.W.
---	BUFFER
---	BUILDING
---	EDGE WETLAND
---	WETLANDS
---	EDGE PAVEMENT
---	EDGE OF WATER
---	TREELINE
---	CONTOURS
---	DECIDUOUS TREE
---	CONIFEROUS TREE
---	HYDRANT
---	OVERHEAD UTILITY
---	UTILITY POLE



DESIGNED	CHECKED
	WTC
A. WTC 09-12-17 RELEASED FOR DUE DILIGENCE PHASE	
REV. BY:	DATE:
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.	

SEBAGO
TECHNICS

75 John Roberts Rd.
South Portland, ME 04106
Tel. 207-200-2100

250 Goddard Rd.
Scarborough, ME 04140
Tel. 207-783-5556

WWW.SEBAGOTECHNICS.COM

CONVENTIONAL SUBDIVISION PLAN
OF:
DORADO PARCEL
SPURWINK ROAD
SCARBOROUGH, MAINE
FOR:
PIPER SHORES
15 PIPER ROAD
SCARBOROUGH, MAINE 04074

PROJECT NO.	SCALE
17283	1"=100'

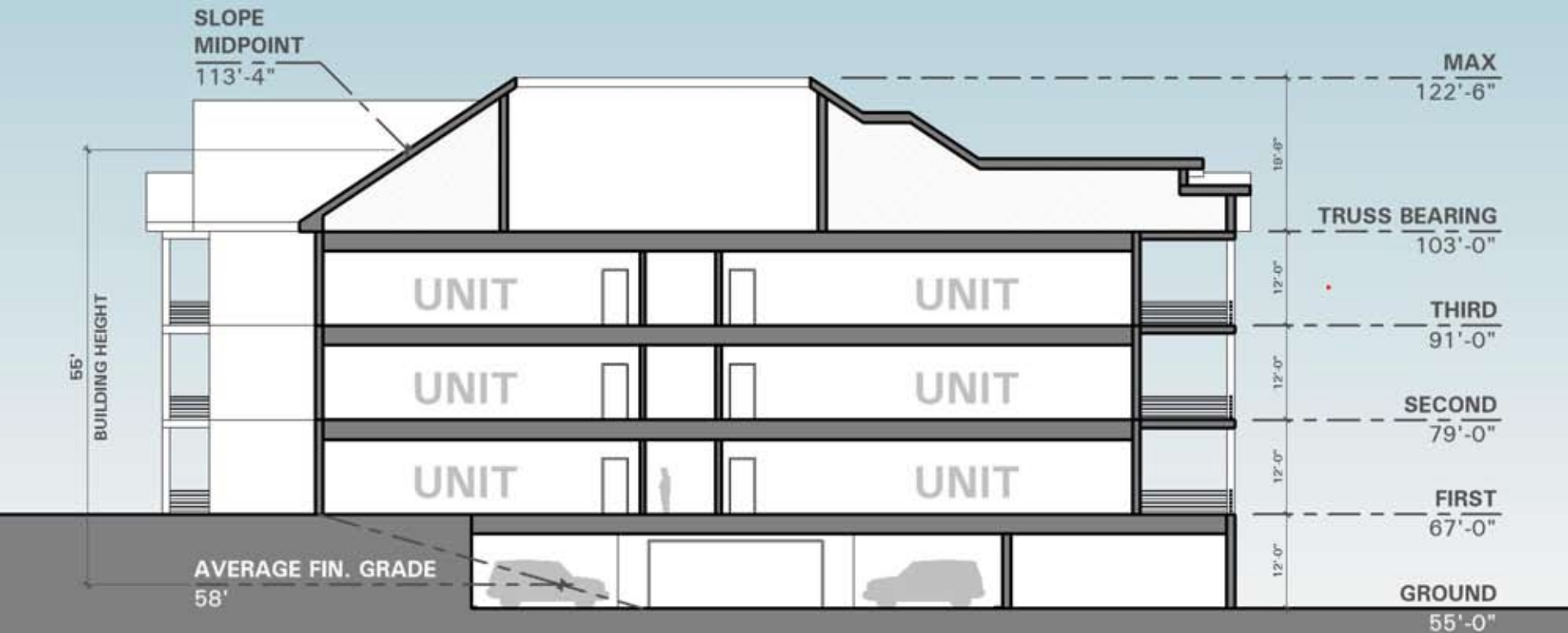


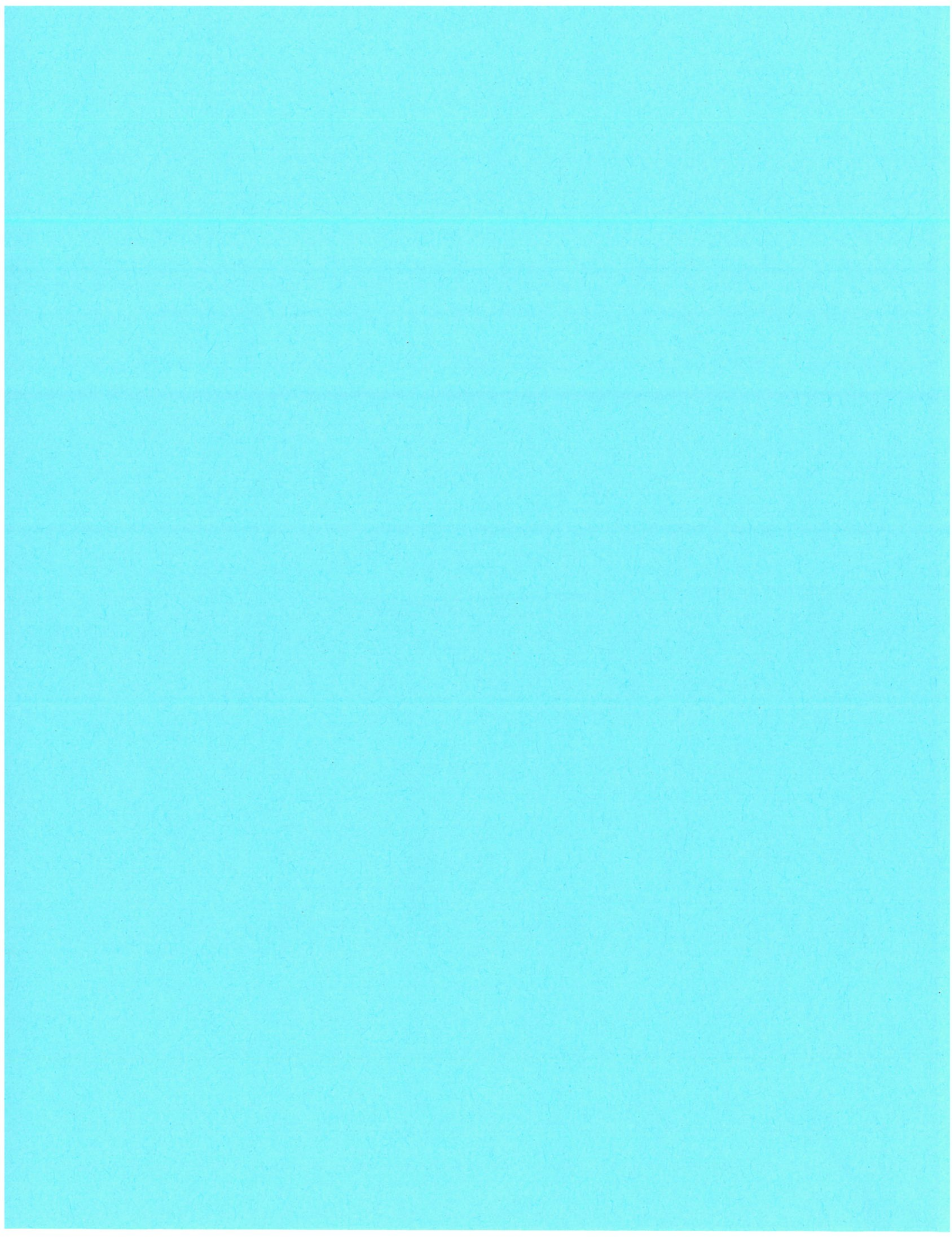














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May 30, 2019

Members, Town Council
Town of Scarborough, Maine
c/o Thomas Hall, Town Manager
259 U.S. Route 1
P.O. Box 360
Scarborough, ME 04070-0360

Re: Piper Shores, Second Amendment to Contract Zone

Dear Members of the Town Council:

I am writing on behalf of Maine Life Care Retirement Community, Inc. d/b/a Piper Shores ("Piper Shores") regarding the Second Amendment to Contract Zone Agreement (the "Second Amendment"). Enclosed herewith are clean and marked copies of the Second Amendment. The marked copy shows the changes that have been made to the Second Amendment since the Town Council's first reading. We would like to highlight two revisions to the Second Amendment that address topics that were raised at the Town Council's workshop of May 15, 2019.

The first issue is whether the applicant's proposed use is consistent with the existing and permitted uses within the existing zoning district classification. The original contract zone created a use identified as a "Continuing Care Retirement Community." The original contract zone acknowledged that a Continuing Care Retirement Community was not listed in the existing and permitted uses in the existing zoning district, but stated that a Continuing Care Retirement Community was generally consistent with certain permitted uses, including nursing homes and board care facilities for the elderly.

This finding is consistent with Maine law. In *Rommel v. City of Portland*, 2014 ME 114, ¶ 21, 102 A.3d 1168, 1173, the Law Court held that the proposed use only needs to be in basic harmony with the permitted uses within the original zone. This is an acknowledgement that if everything was already permitted in the existing zone, we would not need a contract zone. Maine's highest court eloquently wrote:

Scarborough Town Council
May 30, 2019
Page 2

“In addition to being consistent with the municipality’s comprehensive plan, conditional or contract zoning must ‘[e]stablish rezoned areas that are consistent with the existing and permitted uses within the original zones.’ 30–A M.R.S. § 4352(8)(B). Based on our interpretation of similar language in section 4352(2), this language can be interpreted to recognize that a conditional zone is ‘consistent with the existing and permitted uses in the original zones’ when it is in basic harmony with those existing and permitted uses. *See Golder*, 2012 ME 76, ¶ 11, 45 A.3d 697; *LaBonta*, 528 A.2d at 1265.”

The Dorado property is in the R-F zone. The Permitted Uses in the R-F Zone include but are not limited to: (i) single family detached dwellings, exclusive of individual mobile homes; (ii) two-family dwellings; (iii) single multifamily dwelling with four or fewer dwelling units on a lot; (iv) a residentially recreational facility; and (v) nursing homes and boarding-care facilities for the elderly on lots of at least five acres. Like the property in the original contract zone, the proposed use of the Dorado property as a Continuing Care Retirement Community is generally consistent (*i.e.*, in basic harmony) with the existing and permitted uses of single family, two-family, multi-family, nursing home, and boarding facilities for the elderly, which the Ordinance defines as follows:

“Boarding Care Facility for the Elderly” is “A type of living accommodation consisting of multiply residents’ rooms, but not dwelling units, occupied by persons over the age of 62 in a shared residential living environment. Boarding care facilities for the elderly may include shared community space, shared dining facilities, housekeeping services, personal care and assistance, transportation assistance, and specialized shared services such as medical support services and physical therapy.”

The only part of the development that is not already an expressly permitted use is the hybrid building, which contains residential apartments and communal dining and recreational facilities; however, this use is in basic harmony with the existing and permitted uses in the R-F zone. *See Remmel v. City of Portland*, 2014 ME 114 (“Our review of the City Council’s action must respect that “zoning is a legislative act” and must give deference to the legislative body.”) (citing *Golder*, 2012 ME 76, ¶ 11, 45 A.3d 697; *Crispin v. Town of Scarborough*, 1999 ME 112, ¶ 18, 736 A.2d 241).

The second issue relates to correcting water quality issues caused by the development of the Dorado Property. Piper Shores has every intention of continuing to be a good neighbor and fulfilling its obligations to neighbors by fixing any damage to neighboring wells caused by the development. The Second Amendment now states:

Jensen Baird
Gardner Henry

Scarborough Town Council
May 30, 2019
Page 3

8. Maine Life Care agrees to hire a hydrologist to prepare a groundwater and well motioning plan reasonably acceptable to the Planning Board as part of the final subdivision approval to ensure the project does not materially and adversely impact the water quality or water flow (as measured by gallons per minute) of existing wells within one thousand (1,000) feet of the property. The groundwater and well monitoring plan will include the following provisions: First, Maine Life Care will evaluate the water quality and water flow of the wells of abutting property owners prior to any blasting on site so long as the abutting property owner consents to such evaluation. Second, Maine Life Care will work with appropriate consultants to ensure that any blasting on the site complies with all applicable laws, rules, and regulations, and general best practices. Third, Maine Life Care will take all reasonable measures to prevent blasting activities from adversely affect the water quality and water flow of the wells of abutting property owners. Fourth, Maine Life Care will monitor the water quality and water flow of the wells of abutting property owners during construction activities and for a period of thirty-six (36) months following substantial completion of the project so long as the abutting property owner consents to such monitoring. Fifth, Maine Life Care will take all necessary and commercially reasonable steps to remediate the water quality and water flow of the wells of abutting property owners if it is shown that the construction of the project caused a material deterioration of the water quality and water flow.

We hope these latest revisions to the Second Amendment address the remaining concerns of the council. In addition, Piper Shores has scheduled another outreach session to neighbors, which will take place on June 13, 2019. As you know, the process to amend the existing contract zone has been comprehensive. The next step in the approval process is a second reading with the Town Council and a vote to accept the Second Amendment. We hope we are now ready to proceed with these steps.

Please let me know if you need any further information at this point. Thank you.

Sincerely,



Charles Katz-Leavy

CKL/pst

cc: Philip R. Saucier, Esq.

SECOND AMENDMENT TO CONTRACT ZONING AGREEMENT

This Second Amendment to Contract Zoning Agreement made as of the ____ day of _____, 2018June, 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"), and Maine Life Care Retirement Community, Inc., d/b/a Piper Shores, a Maine ~~non-profit~~nonprofit corporation, with an address of 15 Piper Road, Scarborough, ME 04074 (hereinafter "Maine Life Care"), pursuant to the Contract Zoning provisions of the Scarborough Zoning Ordinance.

WHEREAS, the Town and Maine Life Care entered a Contract Zoning Agreement, dated November 6, 1997 and November 17, 1997 and recorded in the Cumberland County Registry of Deeds, Book 13437, Page 19, and Book 13449, Page 171, as amended by a First Amendment to Contract Zoning Agreement, dated May 21, 2015, and recorded in said Registry, Book 32302, Page 205 (collectively, the "Agreement"); and

WHEREAS, the property is currently in a Rural Farming Zone (R-F Zone), which allows as permitted uses various uses, including but not limited to single-family housing, multi-family housing, nursing homes, and boarding care facilities for the elderly; and

WHEREAS, Maine Life Care has requested a rezoning of the property to permit a Continuing Care Retirement Community; and

WHEREAS, a Continuing Care Retirement Community is a permitted use in the existing contract zone and is in harmony with the existing and permitted uses in the R-F Zone:

- (i) is residential in nature consistent with the permitted residential uses in the RF Zone,
- (ii) involves a clustered development and conservation easements that provide substantial open space permitted and endorsed by the RF Zone,
- (iii) involves a senior population consistent with the permitted use of "Nursing homes and boarding-care facilities for the elderly" permitted in the RF Zone,
- (iv) with regard to the apartment building, involves a scale of building, consistent with the the permitted uses of "Nursing homes and boarding-care facilities for the elderly", "places of worship", and "municipal buildings", and
- (v) projects traffic volumes consistent with the permitted uses in the RF Zone; and

WHEREAS, the preliminary site plan approved by the Planning Board includes heavily landscaped buffering from neighboring properties to preserve the character and feel of properties in the RF Zone, and includes substantially greater setbacks than required in the RF Zone; and

WHEREAS, the Town of Scarborough, by and through its Town Council, has determined, in accordance with the Town of Scarborough Zoning Ordinance Section II, I. 4. c. ii., that the amendments set forth herein are consistent with the existing and permitted uses within the R-F Zone; and

WHEREAS, the Town of Scarborough, by and through its Town Council has determined that the amendments set forth herein to said rezoning ~~would beare~~ pursuant to and consistent with the Town's local growth program and 2006 Update of the Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, by providing a range of senior housing opportunities within a growth area served by public water and sewer facilities, encouraging the development of multiplex/multi-family housing, growing a non-profit business that offers high quality jobs, and adding new residential development that does not result in demands for expanded services beyond the Town's ability to meet those demands; and such amendments are consistent with the existing and permitted uses within the original zoning district classifications; and

WHEREAS, the Town of Scarborough, by and through its Town Council, has determined that the amendments set forth herein to said rezoning are in the public interest and will have beneficial effects on the Town as a whole which would not result if the property were developed under the existing zoning district classification ~~by~~. The public benefits, which are more fully set forth on Exhibit C attached hereto and incorporated herein, include but are not limited to: (i) providing housing and amenities to senior citizens with innovative design features, (ii) donating an easement for open space and conservation land; (iii) providing public parking and public access to recreational trails, (iiiiv) improving the Town's tax base, and (iv(v) providing a contribution to the Town's Affordable Housing Initiative Fund; (vi) providing a contribution to the Town's multimodal reserve account to fund sidewalks to enhance pedestrian connectivity, and (vii) increasing employment opportunities in the Town; and

WHEREAS, the Town of Scarborough, by and through its Town Council has authorized the execution of this Second Amendment to Contract Zoning Agreement ("Second Amendment").

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

1. The Town hereby amends the Zoning Map of the Town of Scarborough by adopting the map change amendment shown on Attachment 1. The Agreement is amended to add to the provisions of the Agreement the property described in Exhibit A of this Second Amendment (hereinafter called the "Dorado Property"). The provisions of Section 2 of the Agreement are hereby amended to provide that Sections 2(a) through 2(j) of the Agreement shall not apply to the Dorado Property and instead the following provisions shall apply to the Dorado property, and Maine Life Care is authorized to construct up to ~~64~~52 dwelling units and related improvements as described below and subject to the conditions set forth below and notwithstanding the provisions of Sections XIV and IX of the Zoning Ordinance of the Town:

(a) Building Footprint and Height: The maximum building height is ~~40 feet~~. Building height for purpose of this Agreement shall ~~mean~~ be as defined in the zoning ordinance, which states the definition as "Vertical distance measured from the average finish grade at the front of the building to the highest point of the roof on a flat or mansard roof and to the average height between the eaves and the ridge for all other types of roofs." For this definition, the "front of the building" shall be the exterior side of the building where visitors approach the main entrance and where off street parking is located.

(b) Density: The maximum residential density for the Dorado Property shall be ~~64~~52 dwelling units. The dwelling units may be located in any combination of single family dwelling units, duplex or two family dwelling units, and multi-family dwelling units, and any building with multi-family dwelling units may also contain additional common facilities such as meeting rooms, activity rooms, recreational facilities, common dining and kitchen facilities and parking facilities and other facilities that may be part of a Continuing Care Retirement Community.

(c) Permitted Uses: The uses allowed or permitted on the Property shall be a Continuing Care Retirement Community and accessory uses, including maintenance and operations support facilities. The term "Continuing Care Retirement Community" shall have the meaning set forth in the Contract Zoning Agreement, dated November 6, 1997 and November 17, 1997 and recorded in the Cumberland County Registry of Deeds, Book 13437, Page 19, and Book 13449, Page 171, as amended by the First Amendment to Contract Zoning Agreement, dated May 21, 2015, and recorded in said Registry, Book 32302, Page 205 and as amended by this Amendment.

(d) Building Design: Building design, style and materials shall be substantially as depicted on plans submitted during site plan review, with any changes thereto as approved by the Planning Board.

(e) Residents: Occupancy of the Continuing Care Retirement Community shall be limited to person 62 years of age or older households with at least one resident who is 62 years of age or older; provided, however, that in the case of any dwelling occupied by a person age 62 or older and by a person older than age 35 and younger than age 62, in the event that the person age 62 or older moves out of the dwelling unit or dies, the younger person may continue to reside the dwelling unit.

(f) Sewer and Water: The facility will be served by both public water and public sewer.

(g) Setbacks: The front, yard setback from Spurwink Road shall be a minimum of 200 feet and the side and rear yards from the exterior boundary of the Dorado Property shall be a minimum of 50 feet, except that the setback from Newcomb Ridge on the westerly side of the Dorado Property shall be 75 feet as shown on the Subdivision Plan.

The side and rear yard setbacks shall comply with the buffering requirements set forth in Section VIII of the Zoning Ordinance of the Town such that where no natural buffering can be maintained all such side and rear yards abutting residential districts shall be landscaped to provide a visual screen.

(h) Parking: The following minimum off-street parking shall be provided: 1 space for each dwelling unit.

(i) Road Length: ~~The~~In recognition of the fact that all units will be equipped with residential sprinkler systems and that adequate fire hydrants will be provided throughout the project, the cumulative length of a dead end private way on the Dorado Property may exceed 2,000 feet but shall not exceed 2,800 feet.

(j) Site Plan and Subdivision Plan: The property shall be developed in a manner consistent with the site plan and subdivision plan as finally approved by the Scarborough Planning Board, and as said approved site plan and subdivision plan may be amended from time to time pursuant to the provisions of the Site Plan Review Ordinance of the Town of Scarborough and the Subdivision Ordinance of the Town of Scarborough (the "Subdivision Plan").

Any amendment which involves the following changes will require an amendment to this Contract Zoning Agreement: (a) any change to the definition of a Continuing Care Retirement Community; and (b) any increase in the number of units, decrease in minimum setbacks or increase in maximum building height.

~~2~~ 2. Pursuant to Section 7(G)(5)(a) of the Town's Growth Management Ordinance, Chapter 413, in order to permit the dwelling units to be constructed in a timely and efficient manner, the Town hereby authorizes use of growth permits from the reserve pool for the project and authorizes and directs the Planning Board to so allocate from the reserve pool the appropriate number of growth permits to allow Maine Life Care, its successors and assigns, to obtain the requisite building permits for the project, inclusive of the 52 dwelling units.

~~3~~ 3. Maine Life Care shall record this Second Amendment to Contract Zoning Agreement in the Cumberland County Registry of Deeds within 90 days after its execution by the Town.

~~3~~ 4. In recognition of Scarborough's interest in expanding pedestrian connectivity in the area, Maine Life Care agrees to make a \$25,000.00 contribution to the Town's multimodal reserve account to be used for construction of sidewalks to enhance pedestrian connectivity. In addition, Maine Life Care intends to install a pedestrian crosswalk across Spurwink Road to facilitate a pedestrian connection between the existing trail system at 15 Piper Road and the Dorado Property. In the event that Maine Life Care is unable to install the pedestrian crosswalk across Spurwink Road, Maine Life Care will increase its contribution to the multimodal reserve account to \$40,000.00.

5. In recognition of Scarborough's interest in expanding affordable housing opportunities, Maine Life Care agrees to make a \$ 250,000.00 contribution ~~(the equivalent of ___ units) payable~~ to the Scarborough Affordable Housing Initiative Fund ~~simultaneously with the execution of this Second Amendment,~~ to be paid at the time Maine Life Care receives its building permit(s).

~~4. Maine Life Care agrees that walking trails located on the Dorado Property~~ 6.
Maine Life Care agrees that it will donate a conservation easement to the Town, the Scarborough Land Trust, or such other entity/organization qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(A) & (B), as amended, and under Internal Revenue Code Section 170(h)(3) and the regulations promulgated thereunder, to wit: government entities or nonprofit Code § 501(C)(3) organizations operated primarily to accept lands, easements, and property for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property, having a commitment to protect the conservation purposes of the donation, and the resources to enforce the restrictions; provided, however, that the Town, the Scarborough Land Trust, or such other qualified entity/organization is willing to accept said donation of the conservation easement under the terms and conditions hereinafter described.

The conservation easement shall encumber approximately 12.5 acres of land at the back of the Dorado Property and shown as the "Proposed Conservation Area" on the plan titled "Subdivision Plan Of Land Owned By: David R. and Patricia R. MacDonald, 5 Dorado Drive, Scarborough, Maine" prepared by Sebago Technics for Maine Life Care Retirement, and attached hereto as Exhibit B and incorporated herein. The conservation easement shall be in a form mutually agreeable to Maine Life Care and the easement holder, shall prohibit the development or installation of permanent structures on or in the conservation area without the prior written consent of the easement holder, and shall permit public access for pedestrian walking trails in accordance with Section 7 below.

7. Maine Life Care agrees that all sidewalks and pedestrian walkways located on the Dorado Property and all walking trails located within the conservation easement area as set forth in Section 6 above as shown on the Subdivision Plan may be used by the general public during daylight hours subject to reasonable rules and regulations adopted by Maine Life Care from time to time. Maine Life Care shall provide ~~twoseven~~ (7) parking spaces for the general public to access such trails. Maine Life Care shall have the right to relocate such trails and parking spaces from time to time with approval from the Planning Department or Planning Board.

~~5~~ 8. Maine Life Care agrees to hire a hydrologist to prepare a groundwater and well motioning plan reasonably acceptable to the Planning Board as part of the final subdivision approval to ensure the project does not materially and adversely impact the water quality or water flow (as measured by gallons per minute) of existing wells within one thousand (1,000) feet of the property. The groundwater and well monitoring plan will include the following provisions: First, Maine Life Care will evaluate the water quality and water flow of the wells of abutting property owners prior to any blasting on site so long as the abutting property owner consents to such evaluation. Second, Maine Life Care will work with appropriate consultants to ensure that any blasting on the site complies with all applicable laws, rules, and regulations, and

general best practices. Third, Maine Life Care will take all reasonable measures to prevent blasting activities from adversely affect the water quality and water flow of the wells of abutting property owners. Fourth, Maine Life Care will monitor the water quality and water flow of the wells of abutting property owners during construction activities and for a period of thirty-six (36) months following substantial completion of the project so long as the abutting property owner consents to such monitoring. Fifth, Maine Life Care will take all necessary and commercially reasonable steps to remediate the water quality and water flow of the wells of abutting property owners if it is shown that the construction of the project caused a material deterioration of the water quality and water flow.

9. Unless extended by the Town by further amendment of this Agreement, construction of the additional improvements to the Property authorized by this Second Amendment may commence within five (5) years after execution of this Second Amendment and shall be ~~substantially~~ completed within ten (10) years from the date of this Second Amendment.

~~6~~ 10. Maine Life Care acknowledges and agrees that the 52 dwelling units authorized by this Amendment will not be licensed as skilled nursing or assisted living or residential care and that accordingly such independent living dwelling units shall be subject to property tax by the Town.

11. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

WITNESS:

TOWN OF SCARBOROUGH

By: _____
By: _____
Thomas Hall, Its Town Manager
(Duly authorized by vote of the Scarborough Town
Council on _____, 2019)

MAINE LIFE CARE RETIREMENT COMMUNITY, INC.

By: _____
James E. Adamowicz, Its Chief Executive Officer

STATE OF MAINE
CUMBERLAND, ss.

_____, ~~2018~~2019

Personally appeared the above-named Thomas Hall, Town Manager of the Town of Scarborough, and acknowledged the foregoing to be his free act and deed in his said capacity, as duly authorized, and the free act and deed of said Town of Scarborough.

Before Me,

Notary Public

STATE OF MAINE
CUMBERLAND, ss.

_____, ~~2018~~2019

Personally appeared the above-named James E. Adamowicz, Chief Executive Officer of Maine Life Care Retirement Community, Inc., and acknowledged the foregoing to be his free act and deed in his said capacity, as duly authorized, and the free act and deed of said Maine Life Care Retirement Community, Inc.

Before Me,

Notary Public

Exhibits

Attachment 1: Zoning Map Change

Exhibit A: Description of Dorado Property

Exhibit B: Conservation Easement Area

Exhibit C: Public Interest/Public Benefit

Attachment 1
Amendment to Zoning Map

Exhibit A
5 Dorado Drive, Scarborough, Maine

A certain lot or parcel of land, together with any improvements thereon, in Scarborough, Cumberland County, Maine, located on the northerly side of Spurwink Road, being a portion of property now or formerly owned by K. Joseph Newcomb as described in an instrument recorded with the Cumberland County Registry of Deeds in Book 6994, Page 269, and also being a portion of the parcel depicted as "Lot 3, 45.04 Ac. +/-" on a plan entitled "Plan of Property on Spurwink Road, Scarborough, Maine, Made for Joseph Newcomb," prepared by registered Professional Land Surveyor George R. Bauer, Registration #2231, dated July 3, 1998, revised July 23, 1998, as recorded in said Registry of Deeds in Plan Book 198, Page 300 (the "Plan"), and more particularly described as follows:

Beginning at an iron rod set and capped PLS 2231, located at the southwest corner of the parcel described herein, said corner being the intersection of the northerly sideline of said Spurwink Road with the easterly sideline of an area depicted on the Plan as "Newcomb Ridge Road, 50' Wide Right of Way," said point of beginning being located N 78° 50' 08" E a distance of 469.26 feet from a concrete obelisk marked "1920 R11M8E" situated on the northerly sideline of said Spurwink Road as shown on the Plan;

Thence running N 16° 49' 00" W a distance of 164.36 feet along the easterly boundary of said 50' Wide Right of Way to an iron pin set and capped PLS 2231, as shown on the Plan;

Thence turning and running N 24° 43' 33" W a distance of 204.57 feet continuing along the easterly boundary of said 50' Wide Right of Way to an iron rod set and capped PLS 2231, as shown on the Plan;

Thence turning and running N 13° 28' 42" W a distance of 406.61 feet along the easterly boundary of said 50' Wide Right of Way to an iron rod set and capped PLS 2231, as shown on the Plan;

Thence turning and running N 09° 16' 52" W a distance of 104.77 feet along the easterly boundary of said 50' Wide Right of Way to an iron rod set and capped PLS 2231, which iron rod is located S 84° 16' 52" E a distance of 51.76 from a 5/8" iron rod found at the northwesterly corner of said 50' Wide Right of Way and the northeasterly corner of land now or formerly of Frank J. Dirrigl and Sheridan N. Dirrigl, described in an instrument recorded in said Registry of Deeds in Book 6571, Page 122, and depicted on the Plan as "Lot 2, 2.16 Ac. +/- ;"

Thence turning and running N 75° 19' 19" E a distance of 273.87 feet along remaining land now or formerly of K. Joseph Newcomb depicted on the Plan as "Lot 4, 13.33 Ac. +/-" to an iron rod set and capped PLS 2231 at the southeasterly corner of said Lot 4, as shown on the Plan;

Thence turning and running N 16° 39' 08" W a distance of 575.00 feet along the easterly boundary of said Lot 4 to an iron rod set and capped PLS 2231 at the northeasterly corner of said Lot 4 and the southerly or southeasterly boundary of land now or formerly of Camp Fire Girls Hitinowa

Council, Inc. described in an instrument recorded in said Registry of Deeds in Book 4345, Page 217, as shown on the Plan;

Thence turning and running N 73° 20' 52" E a distance of 574.08 feet along the southerly or southeasterly boundary of said, land now or formerly of said Camp Fire Girls of Hitinowa Council, Inc. to a pine tree with wire remains, as shown on the Plan;

Thence turning and running N 18° 30' 23" W a distance of 1,352.95 feet along the easterly boundary of said land now or formerly of Camp Fire Girls of Hitinowa Council, Inc. to a 5/8" iron rod found at the northeasterly corner of said land now or formerly of Camp Fire Girls of Hitinowa Council, Inc. and the southwesterly corner of land now or formerly of Robert W. Hansen and Karen D. Hansen described in an instrument recorded in said Registry of Deeds in Book 11926, Page 37, as shown on the Plan;

Thence turning and running S 86° 49' 32" E a distance of 450.13 feet along the southerly boundary of said land now or formerly of said Hansens to a 5/8" iron rod found at the southeasterly corner of said land now or formerly of said Hansens and the southwesterly corner of land now or formerly of Robert C. Ludwig and Gail T. Ludwig described in an instrument recorded in said Registry of Deeds in Book 10802, Page 271, as shown on the Plan;

Thence turning and running S 80° 58' 54" E a distance of 104.28 feet along the southerly boundary of said land now or formerly of said Ludwigs to a crimped 1/2" pipe found at the northwesterly corner of land now or formerly of Peter B. Talbot and Lorraine D. Talbot described in an instrument recorded in said Registry of Deeds in Book 11668, Page 327, as shown on the Plan;

Thence turning and running S 18° 17' 00" E a distance of 1,679.55 feet along the westerly boundary of said land now or formerly of said Talbots and the westerly boundaries of lands now or formerly of (i) Beverly A. Brennan, described in an instrument recorded in said Registry of Deeds in Book 3210, Page 250; (ii) Jeffrey W. Jones and Luciad Jones, described in an instrument recorded in said Registry of Deeds in Book 11265, Page 82; (iii) Scott D. Dakers and Jane A. Dakers, described in an instrument recorded in said Registry of Deeds in Book 8163, Page 256; (iv) Arnold M Bushner and Sharon A. Bushner, described in an instrument recorded in said Registry of Deeds in Book 7713, Page 252; and (v) Steven G. Jamison Trent and Susan I. Jamison Trent, described in an instrument recorded in said Registry of Deeds in Book 9480, Page 343, to a 1 1/2" iron pipe found at the southwesterly corner of said land now or formerly of said Trents and the northeasterly corner of land now or formerly of David E. Hefler, described in instruments recorded in said Registry of Deeds in Book 3124, Page 468 and Book 4124, Page 70;

Thence turning and running S 71° 49' 54" W a distance of 606.07 feet along the northerly boundary of said land now or formerly of Hefler to an iron rod found at the northwest corner of said land now or formerly of Hefler, as shown on the Plan;

Thence turning and running S 19° 33' 31" E a distance of 843.18 feet along the westerly boundary of said land now or formerly of Hefler through a bent iron pin found, as shown on the Plan, and continuing to an iron rod set and capped PLS 2231 on the northerly sideline of said Spurwink Road at the southwesterly corner of said land now or formerly of Hefler, as shown on the Plan;

Thence turning and running S 68° 58' 44" W a distance of 788.51 feet along the northerly sideline of said Spurwink Road to an iron rod set and capped PLS 2231 on the northerly sideline of Spurwink Road, as shown on the Plan;

Thence turning and running S 74° 01' 02" W a distance of 26.68 feet along the northerly sideline of said Spurwink Road to the iron rod set and capped PLS 2231 at the southeasterly corner of said 50' Wide Right of Way and the point of beginning.

The above described premises contain 44.02 acres, more or less.

Bearings are magnetic, 1960.

Reference is hereby made to the Plan. This conveyance is the conveyance contemplated by Note 4 on the Plan, earlier parties having agreed, notwithstanding such Note and notwithstanding the depiction of said Lot 3 on the Plan, to convey only the above-described portion of the parcel said Lot 3, excepting and reserving to K. Joseph Newcomb, his heirs and assigns, the fee ownership in the portion of said Lot 3 which is depicted on the Plan as "Newcomb Ridge Road, 50' Wide Right of Way."

Exhibit C
Public Benefits to Scarborough and
Consistency with the Comprehensive Plan

1. SENIOR HOUSING: The proposed development will provide additional housing and amenities to senior citizens.

The Scarborough Comprehensive Plan calls out the need for additional senior housing in Scarborough, stating: “We know that the senior population continues to grow and with that growth comes an increased need for higher density housing, often with smaller yards, common maintenance agreements, and shared facilities.”

2. INNOVATIVE DESIGN AND CLUSTER DEVELOPMENT: The proposed development features highly attractive and innovative design, including clustered development, significant open space preservation, and a mix of housing types (single-family, duplex, and apartments).

The Scarborough Comprehensive Plan promotes these same features in the Limited Growth Sector, stating: “Clustered developments with standards for significant open space protection, an interconnected street network, and a mix of housing types (single-family, duplexes and townhouses) are encouraged”.

3. CONSERVATION AND OPEN SPACE: Maine Life Care will donate an easement over an additional 12.5 +/- acres of land for permanent open space and conservation land. This is in addition to more approximately 95 +/- acres of land already under conservation easement on the existing Maine Life Care campus, bringing the total conservation area to more than 107 acres.

The Scarborough Comprehensive Plan states, “Open-space preservation was recognized early on as critical to protect Scarborough’s natural resources.”

4. RECREATIONAL TRAILS: Maine Life Care will provide public access to recreational trails located in the conservation area. This is in addition to the extensive trail network already accessible on the existing Maine Life Care campus.

The Scarborough Comprehensive Plan promotes, “Sustain and build our system of parks, trails, and open spaces to enhance our quality of life, protect our environment, and promote the economic well-being of our remarkable town by the sea.”

5. PUBLIC PARKING/ACCESS: Maine Life Care will construct seven (7) parking spaces available to the public near the trailhead to make the trails accessible.

The Scarborough Comprehensive Plan states, “Many recreation opportunities within a stunning coast environment significantly contribute to the quality of life enjoyed by current residents and appeal to visitors.”

6. ENHANCED SETBACKS: The proposed development will include robust setbacks from all sidelines exceeding the requirements of the existing zoning, including:

- the front yard setback from Spurwink Road shall be a minimum of 200 feet;
- the side and rear yards from the exterior boundary of the Dorado Property shall be a minimum of 50 feet; and
- the setback from Newcomb Ridge on the westerly side of the Dorado Property shall be 75 feet.

7. BUFFERING/SCREENING: The side and rear yard setbacks shall comply with the buffering requirements set forth in Section VIII of the Zoning Ordinance of the Town such that where no natural buffering can be maintained all such side and rear yards abutting residential districts shall be landscaped to provide a visual screen.

The Scarborough Comprehensive Plan states, “Known as “vertical rain gardens,” trees offer multiple benefits, including managing stormwater runoff.”

8. TAX REVENUE: The project will considerably add to the Town’s tax base and increase employment opportunities in the Town. The Scarborough Comprehensive Plan expressly calls out the need to stabilize and diversify the employment base in Scarborough.

The Scarborough Comprehensive Plan states, “Generally, a local government’s capital and operating responsibilities are financed by taxes and other fixed or restricted revenue sources.”

9. AFFORDABLE HOUSING: Maine Life Care will provide a contribution of \$250,000.00 to the Town’s Affordable Housing Initiative Fund.

The Scarborough Comprehensive Plan states, “Having more diverse and affordable housing options is critical to the region’s economic success and will assist businesses in attracting qualified workers.” It also states, “The funds collected through the in-lieu fee provisions can be used to increase the availability of affordable housing beyond what could have been provided under the standard density bonus provision.”

10. PEDESTRIAN CONNECTIVITY: Maine Life Care will provide a contribution of \$25,000.00 to the Town’s multimodal reserve account to fund sidewalks to enhance pedestrian connectivity.

The Scarborough Comprehensive Plan states, “A strong network of pedestrian sidewalks, trails, and bicycle lanes will also work to connect all residents and visitors.”

11. FISCALLY SUSTAINABLE: Maine Life Care will bring many civically-minded volunteers to Scarborough who will devote countless hours and resources to numerous civic and volunteer opportunities in the community; however, Maine Life Care will NOT significantly add to the strain on municipal infrastructure, such as public works and the public school system.

The Scarborough Comprehensive Plan lists in its Guiding Principles: “Fiscally Sustainable. Deliver excellent municipal services to our entire community in a fiscally sustainable manner to minimize the impacts and costs for tax payers.”

AGENDA

SCARBOROUGH TOWN COUNCIL

WEDNESDAY – JUNE 5, 2019

REGULAR MEETING – 7:00 P.M.

Order No. 19-031. Move approval of the second reading on the proposed amendments to Chapter 405 – the Zoning Ordinance, Section XII.H. Campus Directional Signs will be scheduled for Wednesday, June 19, 2019. *[LRPC]*

LRPC

Ought to Pass

Sponsor

Recommendation

05/01/2019 - Vote: 7 Yeas.

First Reading/Action /Vote

06/05/2019

Public Hearing

06/05/2019 – Vote:

Second Reading/Final Approval/Vote

To: Town Council
From: Jay Chace & Karen Martin
Cc: Tom Hall
Date: April 10, 2019

RE: Amendments to Campus Directional Signs, Zoning Ordinance Section XII.H

On April 3rd the Long Range Planning Committee (LRPC) considered modifications to the Campus Directional Signs provision of the Zoning Ordinance and provided a favorable recommendation to the Town Council for consideration to enable such signs to be utilized in the Crossroads Planned Development (CPD) District and to clarify the use of these signs in Planned Development projects.

The stated purpose of the Campus Directional Signs are, "... to assist the public in finding specific business locations or destinations or directing the public within a Unified Development." Examples of these types of signs have been permitted in the Gateway Shoppes development and Oak Hill Plaza.

As Staff has continued to work with the Downs development team for development in the CPD we have identified what we believe is an administrative oversight in the Sign provisions of the Zoning Ordinance. Campus Directional Signs are not permitted in the CPD; however they are permitted in all other business districts that have the capacity for large, multi-tenant/lot developments.

The provisions of the CPD District seeks a common scheme of development which would seemingly lend itself to the provisions of the Campus Directional Sign regulations. Therefore the LRPC recommends amendments to the sign provisions to incorporate the CPD into the permitted districts for Campus Directional Signs, (provisions 2. below with CPD added by staff).

In addition, the LRPC recommends updating the Campus Directional Signs to be allowed within Planned Development projects in addition to Unified Developments. Planned developments are similar to Unified Developments, just more recent addition in our zoning requiring a coordinated pattern of development.

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 405 - the Zoning Ordinance of the Town of Scarborough, Maine, is amended as follows:

Proposed Amendments to Chapter 405, Town of Scarborough Zoning Ordinance, Section XII.H

(Additions shown as underlined, deletions shown as ~~strikethrough~~)

Zoning Ord, section XII.H. CAMPUS DIRECTIONAL SIGNS [07/21/04]

1. A primary goal of campus directional signs shall be to assist the public in finding specific business locations or destinations or directing the public within a Unified Development or Planned Development. The number and location of the signs shall be based upon the following criteria: [Amended 02/20/08]

- a. The number and visibility of major destinations within the Unified Development or Planned Development.
- b. The complexity of internal circulation patterns.
- c. The nature of the businesses/institutions as they relate to public accessibility.
- d. The characteristics of the clientele, such as but not limited to familiarity with the area, seasonally attracted, tourist oriented, or emergency users.

2. Campus directional signs shall be permitted only in the TVC, TVC-2, TVC-3, TVC-4, B-2, B-3, BO-R, RH, RH2 HP, CPD and Industrial districts.

3. Dimensional Requirements

Type of Sign	Maximum Gross Display Area	Maximum Height
Primary Directional	45 SF	10 feet
Secondary Directional	32 SF	8 feet
Pedestrian Directional	8 SF	8 feet

4. The display area of campus directional signs shall be used to identify the names of destinations within the Unified Development or Planned Development and to provide directions to, from and within said development based on the criteria listed in Section ~~KH~~(1) (a) through (d). [Amended 02/20/08]

5. Depending upon the sign location, sign may be double-faced with information on the opposite side of the sign.

6. Text messages on the sign faces must be of a size and typeface that is readable from a moving vehicle at the posted speed limit. In no case shall the text be smaller than 3 inches

in capital letter height. See Scarborough Design Standards for further description of signage requirements.

7. The recommended minimum distance between campus directional signs shall be one hundred (100) feet.

8. Campus directional signs shall be set back a minimum of fifteen (15) feet from the boundaries of the Unified Development or Planned Development.

9. The maximum number of signs for the Unified Development or Planned Development shall be shown on a Signage Master Plan submitted to the Planning Board as part of Site Plan Approval. The Master Plan shall indicate typical layout for signs, allowing flexibility to change the wording without having to return to the Planning Board. Variations in the number or locations of signs shown on the Signage Master Plan must be approved by the Planning Board prior to implementation. See Scarborough Design Standards for further description of Signage Master Plan.[09/06/17]

10. Off-site directional signs shall not be considered campus directional signs. However, for purposes of signage review, off campus directional signs that are part of a Unified Development or Planned Development shall be designed as part of the Signage Master Plan.

MOTION: by Nicolas McGee, seconded by Robyn Saunders, to move to approve the site plan amendment project titled, "Hillcrest Community Center Building Expansion", as proposed by State Manufactured Homes, Inc. and as depicted on the plan set prepared by BH2M dated 5/6/19 with the following findings and conditions:

Findings:

State Manufactured Homes, Inc. proposes to develop property identified on the Town of Scarborough tax maps as Map R76, Lot 7, 108 Hillcrest Avenue. The proposed development includes a 3,027 square foot building addition to the existing Hillcrest Community Building with associated utilities, stormwater management infrastructure, and minor improvements to the pedestrian network. The proposal is a site plan amendment to the previously approved site plan in 1990. The property is located in the Industrial (I) Zoning District ..

The Planning Board has reviewed the application and supporting documentation and finds that the proposed design of the site plan adequately addresses the Zoning and Site Plan Review requirements for site utilization and layout, access, internal vehicular movement, parking, pedestrian ways, landscaping, stormwater management, lighting, architecture, signage, utilities, and storage.

Conditions:

1. The Planning Board has determined that the parking spaces proposed for the project is adequate based on the information provided.
2. Prior to the issuance of a building permit, the applicant shall revise the plan set to include:
 - a. Parking lot striping that compliments current pedestrian patterns as discussed with the Planning Board.
 - b. An updated space and bulk matrix that includes the proposed information.
 - c. The proposed parking aisle width (25-feet).
 - d. The required plan note as noted in Section III.B.8. in the Site Plan Review Ordinance.
 - e. Additional lighting fixtures within the parking area and eastern building entrance/exit as discussed with the Planning Board.

This shall be reviewed and approved by the Planning Department.

3. Prior to the issuance of a building permit, the applicant shall:
 - a. Provide approval from the Scarborough Sanitary District.
 - b. Survey-locate a construction barrier along the wetland line to ensure that the proposed development does not impact the natural resource.

This shall be reviewed and approved by the Planning Department.

4. Prior to the start of construction a preconstruction meeting is required. The meeting shall include appropriate Town Staff, the developer and their site contractor and is to be coordinated through the Planning Department.

VOTED: 5-0 (Passed).

There was a two- (2-) minute break, from 7:40-7:42 pm., to allow time for members of the public in support of the above request to leave the meeting.

5. The Planning Board will conduct a Public Hearing to receive comment on the proposed amendments to Chapter 405, the Zoning Ordinance, to amend Section XII.H. Campus Directional Signs.* Jamel Torres presented this item by reading the staff memorandum prepared by Jay Chace. As stated in his memorandum, the Long Range Planning Committee (LRPC) considered modifications to the Campus Directional Signs provision of the Zoning Ordinance, at their meeting on April 3, 2019, and provided a favorable recommendation to the Town Council. This will enable such signs to be utilized in the Crossroads Planned Development (CPD) District and to clarify the use of these signs in Planned Development projects. The stated purpose of the Campus Directional Signs is "to assist the public in finding specific business locations or destinations or directing the public within a Unified Development". Campus Directional Signs are not permitted in the CPD, however, they are permitted in all other business districts that have the capacity of large, multi-tenant/lot developments. Staff believes that this is an administrative oversight in the sign provisions of the Ordinance. The LRPC recommends amendments to the sign provisions to incorporate the CPD into the permitted districts for Campus Directional Signs, in addition to Unified Developments.

Nicolas McGee opened the Public Hearing giving an opportunity for public comment. There was none. He then closed the public portion of this hearing.

Nicolas McGee said the board was in agreement with staff that this was an administrative oversight. Nicolas McGee said the consensus of this board is to provide a favorable response to the Town Council of the language in the amendment.

AGENDA

SCARBOROUGH TOWN COUNCIL

WEDNESDAY – JUNE 5, 2019

REGULAR MEETING – 7:00 P.M.

Order No. 19-032. Move approval of the second reading on the proposed amendment to Chapter 405B – the Site Plan Review Ordinance, Section III.B. Site Plan Application Procedures & Action. *[Ordinance Committee]*

Ordinance Committee

Ought to Pass

Sponsor

Recommendation

05/01/2019 - Vote: 7 Yeas.

First Reading/Action /Vote

06/05/2019

Public Hearing

06/05/2019 - Vote:

Second Reading/Final Approval/Vote

To: Town Council
Cc: Tom Hall, Town Manager
From: Jay Chace
Date: April 23, 2019

RE: Amendments to Site Plan Notification Process

At the request of the Ordinance Committee staff has been asked to look at providing draft language for modifications to the Site Plan Review Ordinance as relates to notification of abutters.

This issue came to the attention of the Ordinance Committee from an abutter to a property that was subject to a recent Planning Board decision. Even though the Planning Board agendas are made publicly available on-line and through an e-mail list serve, the abutter's concern is that there is no requirement in the Ordinance for direct notification to the abutters when a Site Plan application has been made. Without the mailed notification, abutters are not general aware of a proposed commercial activity and therefore are unlikely to lend their voice to the process.

It is noted that other town ordinances require mailed abutter notification for applications to the Zoning Board of Appeals, Subdivision applications and Planned Development applications. Staff has worked with the Ordinance Committee on amendment language to require direct mailed notifications to abutters and the proposed amendments to Chapter 405B, Site Plan Review Ordinance are provided below:

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 405B - the Site Plan Review Ordinance of the Town of Scarborough, Maine, is amended as follows:

Proposed Amendments to Chapter 405B, Site Plan Review Ordinance

(Additions shown as underline)

Section III. Administrative & Review Procedures

B. Site Plan Application Procedures & Action

1. An application for site plan review shall be submitted to the Planning Board with the requisite fees and submission requirements, as outlined in Section III(C) of this ordinance. Upon receipt of any application that meets the submission requirements the Town Planner shall schedule the site plan for review on the next available Planning Board meeting agenda. An initial



determination as to the completeness of the application shall be made by the Town Planner and Town Engineer, subject to final determination by the Planning Board. The Planning Board reserves the right to request additional plans or information, as stated in Section III(C)(8), depending on the nature of the proposal and its anticipated impacts. The Planning Board may also engage the services of one or more professional consultants to review the materials submitted by the applicant, the cost of which shall be paid by the applicant as provided in Section VI(B) of this ordinance.

2. When an application for site plan review is determined to be complete, the Planning Department shall, at the applicant's expense, give written notification to all abutting property owners within five-hundred (500) feet of the parcel on which the proposed development is located of the date, time, and place of the meeting at which the application will be considered. Notification shall be sent at least ten (10) days prior to the first meeting at which the complete application is to be reviewed. Failure of any property owner to receive the notification shall not necessitate another hearing or invalidate any action of the Board. For purposes of this section, the owners of the abutting properties shall be considered to be the parties listed by the tax assessor for the Town of Scarborough. The Planning Board shall provide an opportunity for public comment prior to taking action on any site plan application.
3. No application for site plan review shall be considered complete nor acted upon by the Planning Board until all special exceptions or variances which may be required for a development have been approved. The Planning Board may conduct its shoreland zoning or subdivision review concurrently with a project's site plan review.

.....

6. **The Planning Board will conduct a Public Hearing to receive comment on the proposed amendments to Chapter 405B of the Site Plan Review Ordinance, to amend Section III.B. Site Plan Application Procedures & Action.*** Jamel Torres presented this item by reading the staff memorandum prepared by Jay Chace. As stated in his memorandum and at the request of the Ordinance Committee, staff has been asked to look at providing draft language for modifications to the Site Plan Review Ordinance, as it relates to notification to abutters. This concern was brought to the Ordinance Committee, by an abutter, that there is no requirement in the Ordinance for direct notification to the abutters when a Site Plan application has been made. Without this notification, abutters are not generally aware of a proposed commercial activity and are unlikely to lend their voice to the process. The amended language includes the requirement for directly mailed notifications to all abutters within 500 feet and sent at least ten (10) days prior to the first meeting for Site Plan applications.

Nicolas McGee opened the Public Hearing giving an opportunity for public comment, as follows:

Thomas Michaud - 149 Old Blue Point Road voiced his support on the proposed amendments by reading his prepared letter, which provided a vivid example of why he feels this is needed. He referenced an approved project located close to his residence. He stated that the Planning Board Agendas lack important details and do not provide complete information. The residents need confidence with the Planning Board. He stated that, *"Lack of notification decreases participation in the planning process and forces the planning board to operate in a vacuum. It creates a back door for individuals and businesses who wish to circumvent notification to their neighbors and avoid engagement with other stakeholders. And it puts the town at risk of lawsuits from those who are omitted. In short, the current process does not serve the people of Scarborough well."* In closing, he expressed his support for this improvement, which will bring the site planning process in line with the subdivision and zoning ordinances.

There being no further public comment, the public portion of this hearing was then closed.

Nicolas McGee said the consensus of the board is to provide a favorable response to the Town Council of the language in the amendment.

8. **Annechild Enterprises, LLC requests a master plan review as part of a planned development project for 79 County Road, Assessor's Map R15, Lot 78.** Jamel Torres gave a brief overview of the item. This property is located in the TVC2 (Town & Village Centers) District. This request is for a master plan review. The intention of this phase is to provide an overall development framework for the district into which specific projects can then be fitted into to produce a coordinated development. The applicant is proposing a 1,010 SF drive-through coffee shop with associated landscaping, parking, and drive-thru lanes. This item was last before this board on April 8, 2019.

Main elements staff identified for consideration by this board include: The applicant will need to revise the Conceptual Site Master Plan to include the required 15-foot wide "green buffer strip" between the drive aisle and County Road. The required 15-foot wide green buffer strip is required, since the front line of the building is not sited at, or in close proximity to, the minimum front yard setback, which is 25 feet from County Road. No more than one (1) double-row of parking and drive aisle may be allowed within the front yard. The minimum parking setback or "green buffer strip" from the property line and the proposed drive aisle is less than the required 15-feet. The Ralph Temm Homestead is listed as an historical property. The applicant is planning on demolishing this historic building and incorporating its foundation stones as elements of the proposed "Mini Park" on the property. Staff is recommending that the applicant consider preserving the building and incorporating it into the development plan in a manner that retains its historic or archeological value. Staff is recommending that this "Mini Park" be incorporated into the first phase of development on the property. Other elements to be considered include that the applicant's traffic engineer provide a full report, due to the condition of the County Road and Saco Street intersection and the impacts the proposed development would have. This intersection is problematic during peak hours. Issues include traffic movement and delays. Staff is recommending that this applicant consider a right-in only entrance to the site from County Road.

Present at this meeting were Sean Theiss of CES, Inc. and Tonya Cianchette of Annechild Enterprises, LLC. Sean Theiss presented this item. He showed the plan with the "Mini Park" that has historical elements. This is shown on the Drawing C100, Conceptual Site Master Plan, and is located on the corner of both County Road and Saco Street. The "Mini Park" is anticipated to be developed as part of a future development that

AGENDA

SCARBOROUGH TOWN COUNCIL

WEDNESDAY – JUNE 5, 2019

REGULAR MEETING – 7:00 P.M.

Order No. 19-039. Move approval on the new request for Massage License for Yaselis Toohey, d/b/a/ Yaselis Toohey Massage Therapy, located at 10 Plaza Drive, Suite 203.
[Town Clerk]

Town Clerk

Ought to Pass

Sponsor

Recommendation

06/05/2019 - Vote:

First Reading/Action /Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

Town of Scarborough, Maine

Town Clerk's Office

259 US ROUTE ONE

PO BOX 360

SCARBOROUGH, MAINE • 04070-0360

TO: Town Council Members

FROM: Yolande P. Justice, Town Clerk

DATE: May 31, 2019

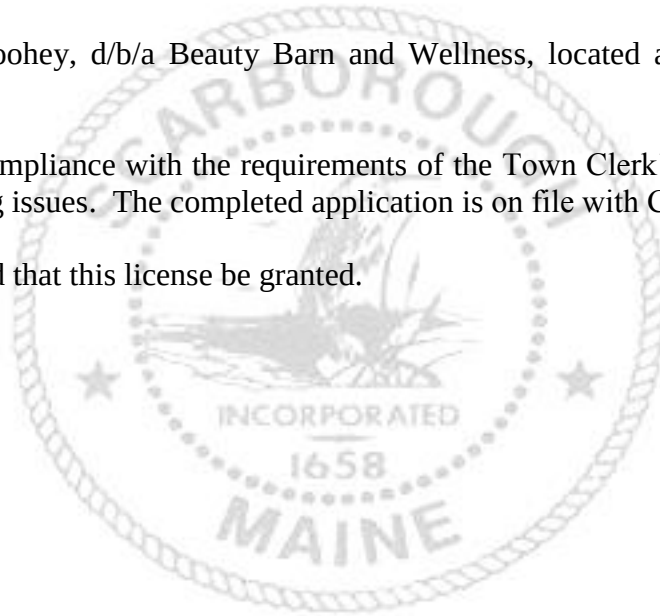
RE: Request for a Massage Therapist License

The following applicant is requesting approval on a Massage Therapist License:

- Yaselis Toohey, d/b/a Beauty Barn and Wellness, located at 10 Plaza Drive, Suite 203

Applicant is in compliance with the requirements of the Town Clerk's Office and there are no outstanding issues. The completed application is on file with Clerk's Office.

It is recommended that this license be granted.



AGENDA

SCARBOROUGH TOWN COUNCIL

WEDNESDAY – JUNE 5, 2019

REGULAR MEETING – 7:00 P.M.

Order No. 19-033. Move approval of the second reading on the proposed amendments to Chapter 601 – the Traffic Ordinance, Section II. Higgins Beach and Section IV-2 Pine Point Co-Op (Time Limit). [*Ordinance Committee*]

Ordinance Committee

Ought to Pass

Sponsor

Recommendation

05/01/2019 - Vote: 7 Yeas.

First Reading/Action /Vote

05/15/2019

Public Hearing

06/05/2019 - Vote:

Second Reading/Final Approval/Vote

CHAPTER 601
TOWN OF SCARBOROUGH
TRAFFIC ORDINANCE

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 601 - the Town of Scarborough Traffic Ordinance, is amended as follows, by adding the underlined text and deleting the text shown in strikeover type, as show below:

I. HIGGINS BEACH[amended 01/19/2011][amended02/16/2011]

- a. Upon any of the public streets or highways within the area known as Higgins Beach. For the purpose of this Ordinance the Higgins Beach area is defined as including the area bounded on the South by the Atlantic Ocean, on the East by the Spurwink River, on the West by the property now or formerly of one Edward Piper and on the North by the Spurwink Road (Route #77).
Parking shall be allowed on the easterly side of Acorn Lane from September 16^h to April 30th.
- b. Exempt from paragraph (a) of this subsection are the following:
 - (i) two handicapped parking spaces on Bayview Avenue across from Ashton Street, with no time limit. (amended April 21, 1999)
 - (ii) 1 hour parking shall be allowed, from 6:00 a.m. to 10:00 p.m., in designated metered parking spaces, on the ocean side only of Bayview Avenue. From the end of the drop-off zone to Morning Street from September 16th to April 30th, the 1 hour parking shall not be in effect.
[amended November 4, 2015]
 - (iii) On all other areas of Bayview Avenue there shall be no parking at any time, except during the off-season [September 16th to April 30th] on the ocean side of Bayview Avenue from Morning Street to Vesper Street.
(amended02/16/2011)
 - (iiii) there shall be no parking on any of the other streets year round unless otherwise noted herein.
- c. Upon either side of Spurwink Road (Route #77), from Pleasant Hill Road continuing to the Southerly side of Dorado Drive.
- d. A five-minute drop-off zone, year round. on the ocean side of Bayview Avenue only outside the travel lane beginning at Pearl Street and continuing approximately 90 feet north toward Ashton Street.
- e. Vehicles found in the Higgins Beach Parking lot outside of the posted operational hours will be subject to ticketing as established in Section 22 of this Ordinance.

II. PROUTS NECK (from May 1 to September 15 of each year).

- a. Upon any of the public streets or highways within the area known as Prouts Neck area. For the purpose of this Ordinance, the Prouts Neck area is defined as including the area generally South of the property at 364 Black Point Road, now or formerly owned by Eucharist Archambault on the Prouts Neck Road. (Black Point Road). [Amended 07/16/14]
- b. Black Point Road from Kirkwood Road to Ferry Road. [Amended 11/14/94]

III. PINE POINT (from May 1 to September 15 of each year). Revised February 1980.

- (1) Upon certain of the public streets or highways within the Pine Point area known as Oak, Granite, Bliss, Dover, Pine, Beach, Sea Rose Lane, Bay, Ninth, or Eleventh Streets.
- (2) King Street (or Front Street) from Pine Point Road to Avenue Seven - both sides. [Amended 07/21/77]
- (3) Entire length of Riversands Drive - both sides.
- (4) On the Easterly side of Avenue Five from Jones Creek Drive to King Street.
- (5) On both sides of Avenue Five from King Street to the Ocean.
- (6) Driftwood Lane (the entire length - both sides).
- (7) Upon East Grand Avenue Except in accordance with the following: [Amended 09/21/03]
 - a. On the Northerly side of East Grand Avenue from Pine Point Road to the Westerly entrance of 3 East Grand Avenue - No Parking. [Amended 07/16/14]
 - b. On the Ocean side of East Grand Avenue from the Old Orchard Line to a point opposite the Westerly side of 27 East Grand Avenue - No Parking. [Amended 07/16/14]
 - c. From a point opposite the Westerly entrance to 3 East Grand Avenue to the Pine Point Road - No Parking. [Amended 07/16/14]
 - d. On the Northerly side of East Grand Avenue each business shall have one designated parking space in front of the business for the business - 20-minute business parking.
 - e. From the Westerly entrance to Conroy's Garage to the Old Orchard Line "Unlimited Parking Within Designated Spaces Only".
- (8) Tasker Avenue - Both sides from Jones Creek Drive to King Street.
- (9) Upon both sides of Avenue One, Avenue Two, Avenue Three and Avenue Six, from Jones Creek Drive to King Street. [Amended 07/16/14]
- (10) On the East Side of Avenue Four from Jones Creek Drive to King Street.
- (11) On the Northerly side of Jones Creek Drive from the Pine Point Road to the intersection of Avenue Four. [Amended 05/05/82]
- (12) On the Northerly side of Jones Creek Drive from the intersection of Avenue Four to the intersection of Avenue Six - 20 minutes business parking. [Amended 05/05/82]

IV-1. PINE POINT (from May 1 to September 15 of each year).

- (1) On Pine Point Road (formerly Depot Street) from East Grand Avenue to the Ocean.

- (2) On Pine Point Road, both sides, within twenty (20) feet of either side of the driveway opening of the Audubon Nature Center.
- (3) No parking shall be allowed on Pine Point Road from east Grand Avenue to Snow Canning Road, except for within the delineated on-street parking spaces on the southwesterly side of the road. [adopted 03-01-17]

IV-2. PINE POINT - CO-OP (Time Limit) [adopted 1/06/99]

- (1) ~~The thirteen (13) parking spaces, three (3) of which shall be designated as handicapped parking, located along the front northeasterly corner of the site plan designated Scarborough Town Landing shall be limited to a total time limit of 30 minutes parking year round. An additional four (4) handicapped parking spaces with no time limit shall be located in the next row back.~~ Pine Point Co-Op (Time Limit - Adopted 11/06/99): The thirteen (13) parking spaces, three (3) of which shall be designated as handicapped parking, located along the front northeasterly corner of the site plan designated Scarborough Town Landing shall be limited to a total time limit of 30 minutes parking year round. An additional four (4) handicapped parking spaces with no time limit shall be located in the next row back.
- (2) Authorized trailer parking slot(s):
 - a) Commercial boat trailer parking (RED)
 - b) Commercial and Recreational boat trailer parking (YELLOW)
- (3) Non-Authorized commercial vehicle(s) and trailer(s) parking within the restricted commercial dirt lot. (Exception recreational drop-off and commercial wholesale buyers.)

AGENDA

SCARBOROUGH TOWN COUNCIL

WEDNESDAY – JUNE 5, 2019

REGULAR MEETING – 7:00 P.M.

Order No. 19-040. Move approval on the request to approve the names to the various committees/boards that were posted at the May 15th Town Council meeting, as follows:
[Appointments/Negotiations Committee]

Coastal Waters and Harbor Committee:

Move Mr. Michael Slavin from 1st Alternate to the full voting position, with at term to expire in 2021 and appoint Mr. Vincent Clough as 1st Alternate, with a term to expire in 2021.

Shellfish Conservation Commission:

Appoint Barney Martin as the 1st Alternate, with a term to expire in 2019.

Transportation Committee:

Appoint Katie Fellowes as the 1st Alternate with a term to expire in 2020.

Zoning Board of Appeals:

Appoint Alton Howe as 1st Alternate with a term to expire in 2019.

Appointments/Negotiations Committee

Ought to Pass

Sponsor

Recommendation

06/05/2019 - Vote:

First Reading/Action /Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

AGENDA

SCARBOROUGH TOWN COUNCIL

WEDNESDAY – JUNE 5, 2019

REGULAR MEETING – 7:00 P.M.

Order No. 19-041. Move approval of the first reading and refer to the Planning Board the proposed changes to Chapter 405 – Town of Scarborough Zoning Ordinance, Section VI – Definitions, to come back to the Town Council upon receipt of the Planning Board's recommendations, for a public hearing. [*Housing Alliance*]

Housing Alliance

Ought to Pass

Sponsor

Recommendation

06/05/2019 – Vote:

First Reading/Action /Vote

TBD

Public Hearing

Second Reading/Final Approval/Vote

Town of Scarborough

Office of the Town Manager

To: Scarborough Town Council

From: Thomas J. Hall, Town Manager 

Re: Definition of Affordable Housing

Date: May 29, 2019

As you may recall, a series of amendments to the definition of Affordable Housing were advanced by the Housing Alliance and approved by the Town Council late last year. In the course of this process there was an inadvertent error that has significant implications on the viability of owner-occupied units.

Since income limits depend on the size of the household, this presents a challenge for developers of affordable housing in establishing a sales price. For purposes of calculating the allowed household income, Section A (iii) in the definition prescribes a methodology for what income limit is to be used depending on the number of bedrooms in the unit. The intention of the Housing Alliance was to use one- bedroom as the determinant; however two-bedroom is the standard in the current draft. The proposed amendment is a simple change from "two" to "one". Though simple this change is critical to making this program practical and viable.

SECTION VI. DEFINITIONS

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 405 - the Zoning Ordinance of the Town of Scarborough, Maine, Section VI. Definitions. is amended as follows:

Affordable Housing:

[Adopted 11/03/2004] [Amended 05/03/2006][Amended 12/03/2014][Amended 12-19-18]

Affordable Housing means decent, safe and sanitary living accommodations that are affordable to households, in accordance with following provisions:

- A. An Owner-Occupied Affordable Housing Unit is a unit which (i) is occupied by its owner; (ii) is owned by Qualifying Household and (iii) has a maximum sales price that is reasonably anticipated to result in Annual Housing Costs that are less than or equal to 30% of the Imputed Income Limitation applicable to the unit.
 - (I) A Qualifying Household is one with a total household income that, at the time of purchase, is 80% or less than the most recently published Median Family Income for the Portland, Maine Metropolitan Statistical Area, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the “MFI Standard”).
 - (II) Annual Housing Costs shall equal the sum of (i) the total annual payments of principal and mortgage interest, (ii) the total property insurance premium, (iii) the real estate taxes due (iv) any homeowners association or condominium fees that are due; and (v) a reasonable estimate of the annual cost of any additional water, sewer, heat, hot water and electricity in the home.
 - (III) The total annual payments of principal and mortgage interest referred to in A(I)(i) may, in the absence of other reasonable estimates, be estimated based on the assumed interest rate and loan term established by the U.S. Department of Housing and Urban Development for housing affordability limits. In the case of a unit which has ~~two~~ one or fewer bedrooms, the Imputed Income Limitation referred to in A(iii) shall be 80% of the MFI Standard for a household of two (2) people. In the case of a unit which has more than ~~two~~ one bedrooms, the Imputed Income Limitation referred to in A(iii) shall be 80% of the MFI standard for a household of four (4) people.
- B. A Renter-Occupied Affordable Housing Unit is a unit which is leased A Renter-Occupied Affordable Housing Unit is a unit which is leased by a Qualifying Household at an Annual Gross Rent that is less than or equal to 30% of the Imputed Income Limitation applicable to the unit.
 - (I) A Qualifying Household is one with a total household income that, at the time of move-in, is 80% or less than the most recently published Median Family

SECTION VI. DEFINITIONS

Income for the Portland, Maine, MSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the “MFI Standard”). To remain a Qualifying Household, the household’s income must remain at or below 140% of the income limitation described in the preceding sentence.

- (II) Annual Gross Rent shall equal twelve (12) times the sum of (i) monthly rent due to the landlord, (ii) any required monthly payments to the landlord for additional services or facilities and (iii) a reasonable estimate of the monthly utility costs (not including television, internet or telephone) that the household is responsible for paying. In the case of a unit which does not have a separate bedroom, the Imputed Income Limitation used to determine the maximum annual gross rent shall be 80% of the MFI Standard for a household of one (1) person. In the case of a unit which has one or more bedrooms, the Imputed Income Limitation used to determine the maximum annual gross rent shall be 80% of the MFI standard for a household with a size equal to one and one half (1.50) people per bedroom.

AGENDA

SCARBOROUGH TOWN COUNCIL

WEDNESDAY – JUNE 5, 2019

REGULAR MEETING – 7:00 P.M.

Order No. 19-042. Move approval of the first reading on the request to amend Chapter 1016 – the Garage/Yard Sale Ordinance and schedule a public hearing for Wednesday, June 19, 2019. [*Ordinance Committee*]

Ordinance Committee

Ought to Pass

Sponsor

Recommendation

06/05/2019 - *Vote:*

First Reading/Action /Vote

06/19/2019

Public Hearing

06/19/2019 -

Second Reading/Final Approval/Vote

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 1016 - the Garage/Yard Sale Ordinance of the Town of Scarborough, Maine, is amended as follows:

**CHAPTER 1016
TOWN OF SCARBOROUGH
GARAGE/YARD SALE ORDINANCE**

PERMIT REQUIRED FOR GARAGE/YARD SALES.

No person shall conduct a garage/yard sale or similar sale of in excess of three (3) items of personal property without first having obtained from the Town Clerk a permit to conduct such sale. The Town Clerk may issue such permit, at a cost of five dollars (\$5.00), to any person proposing to conduct such sale provided that such permit and any sale conducted thereunder shall not be lawful and valid for more than three (3) consecutive days. Signs may be utilized to advertise such sale; provided, however, no such signs shall obstruct or intrude onto any public right-of-way, block the sight vision of any public right-of-way for vehicular or pedestrian traffic, be placed upon any public utility pole, or be placed upon the property of others without their prior consent. Such signs may not be erected or allowed to remain either more than twenty-four (24) hours prior to or more than twenty-four (24) hours after such sale.

The Town Clerk may issue only ~~two (2)~~ six (6) garage/yard sale permits for such sale, whether conducted indoors or out-of-doors, to any person or for a sale on any given residence within a consecutive ~~six-twelve~~-month period. Any sale of this type conducted more frequently than three (3) consecutive days for each ~~six (6)~~ twelve (12) consecutive month period, or any sale conducted without permit, shall be considered a use of land, which must comply with the Scarborough Zoning Ordinance and all licensing ordinances of the Town of Scarborough.

ATTACHING ADVERTISING MATERIAL TO VEHICLES; PLACING MATERIALS IN VEHICLES.

No person shall attach any advertising material of any kind, such as handbills, cards or papers, to the door handle, windshield wiper or any portion of any motor vehicle parked or standing in any street or public place, nor shall any person deposit any such material or samples of any kind within or upon any such vehicle so parked or standing.

PENALTY

The first offense would be a warning; thereafter, any person who shall violate any provision of this ordinance shall be punished by a fine of not less than ten dollars (\$10.00) and not more than fifty dollars (\$50.00) may be imposed. Each day that such violation continues to exist shall constitute a separate offense.