

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – MARCH 16, 2016
APPOINTMENTS COMMITTEE – 5:45 P.M.
COUNCIL WORKSHOP WITH TOWN AUDITORS – 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: March 2, 2016 – Regular Meeting.
- Item 6.** Adjustment to the Agenda.
- Item 7.** Items to be signed: a. Treasurer’s Warrants.

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

OLD BUSINESS:

Order No. 16-017. Act on the request to approve the names that were posted to the Conservation Commission and the Zoning Board of Appeals by the Appointments Committee at the March 2, 2016, Town Council meeting.

NEW BUSINESS:

Order No. 16-018. First reading and schedule a second reading on the Bond Order for the 2016 Municipal and School Capital Improvement Projects and the Refunding of Certain General Obligation Bonds of the Town of Scarborough.

Order No. 16-019. Act on the request for the Town Council to consent to the assignment of the Parking Licensing Agreement and a Parking Lease Agreement to the new owners of the Higgins Beach Inn and authorize the Town Manager to sign any and all documents pertaining to this Order.

- Item 8.** Non Action Items.
- 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 – MARCH 16, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-017. Move approval on the request to approve the names that were posted to the Conservation Commission and the Zoning Board of Appeals by the Appointments Committee at the March 2, 2016, Town Council meeting, as follows:

Appoint Mr. Charles Spanger to the Conservation Commission, to fill a term to expire in 2016.

Appoint Mr. Michael Richard as 2nd Alternate to the Zoning Board, with a term to expire in 2018.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – MARCH 16, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-018. Move approval of the first reading on the Bond Order for the 2016 Municipal and School Capital Improvement Projects and the Refunding of Certain General Obligation Bonds of the Town of Scarborough and schedule a second reading for Wednesday, April 6, 2016, as follows:




Town of Scarborough, Maine

P.O. BOX 360 • SCARBOROUGH, MAINE 04070-0360

RUTH D. PORTER
FINANCE DIRECTOR
TREASURER

FINANCE DEPARTMENT MEMO

TO: Thomas J. Hall, Town Manager

FROM: Ruth D. Porter, Finance Director 

SUBJECT: 2016 General Obligation Bonds and Advance Refunding

DATE: March 10, 2016

Attached please find the 2016 Bond Order for Town Council approval. The total amount of the Bond Order is \$7,630,000.

We plan on financing a portion of Scarborough's Capital Improvement Projects in April/May of 2016. The total of this "new money" is \$3,800,000. Each year, our Financial Advisor, Joe Cuetara from Moors & Cabot, "tests" prior outstanding bonds to ascertain if/how much savings can be achieved by refinancing the callable prior bonds. This, wrapped in with the new money financing, shares the issuance expenses (ratings, Paying Agent, etc.) providing both the new money portion and the refunding portion, if any, savings by economies of scale. The Town currently has four issues that are "in the money". They are:

\$ 815,000 2006 Bonds due 2017 – 2020; callable 11/01/2016 @100%;
\$ 125,000 2007 Bonds due 2017 – 2021; callable 11/01/2016 @100%;
\$1,850,000 2008 Bonds due 2018 – 2027; callable 11/01/2017 @100%; and
\$1,010,000 2009 Bonds due 2019 – 2028; callable 11/01/2018 @100%.
\$3,800,000 Total Advance Refunding.

Joe recently completed three refundings over the last two weeks for other communities: Auburn ME 2006 Bonds; Saco ME 2006 & 2007 Bonds; Portland ME 2006 & 2007 Bonds. His projection for Scarborough is that we could achieve an absolute savings of approximately \$285,000, a present value savings of approximately \$265,000 or 6.972% should we include an Advance Refunding (redemption on the respective Call date) for the four prior series in the with our bond order for the new money.

Whereas these will be Advance refundings, we probably would need Council action to proceed. We are recommending the following dates:

Friday, Mar 11 – Orders included in the Council packets by Town Clerk;

Wednesday, Mar 16 – First Reading
Wednesday, Apr 6 – Second Reading
Tuesday, Apr 26 – Section 901.5, 20-day Override Period expires

We contemplate issuing no more than and probably less than the consolidated amount of prior bonds. Therefore, the Bond Order, should stipulate “an amount not to exceed \$3,800,000 comprised of following refunding:

\$ 815,000 2006 Bonds,
\$ 125,000 2007 Bonds,
\$1,850,000 2008 Bonds and
\$1,010,000 2009 Bonds”

The total amount for the new money \$3,830,000 and the advance refunding \$3,800,000 is \$7,630,000.

Thank you for your consideration.

Town of Scarborough, Maine
General Obligation Refunding Bonds Series 2016
As of February 17, 2016

	Series 2006 Refunding	Series 2007 Refunding	Series 2008 Refunding	Series 2009 Refunding	Aggregate Refunding
Recommendation	<i>Refund</i>	<i>Refund</i>	<i>Refund</i>	<i>Refund</i>	<i>Refund</i>
Par Amount	\$ 810,000	\$ 120,000	\$ 1,745,000	\$ 965,000	\$ 3,640,000
Arb Yield	1.58%	1.58%	1.58%	1.58%	1.58%
Escrow Yield	0.43%	0.43%	0.64%	0.84%	0.71%
Negative Arbitrage	5,739	880	28,379	19,658	54,657
Call Date (Refunded Bonds)	11/1/2016	11/1/2016	11/1/2017	11/1/2018	
Avg. Life Refunding Bonds	3.15	3.53	7.10	8.09	6.36
Avg. Life Refunded Bonds	3.17	3.61	7.11	8.06	6.40
Refunded Bonds	815,000	125,000	1,850,000	1,010,000	3,800,000
PV Savings	49,502	8,616	145,144	61,696	264,958
PV Savings %	6.07%	6.89%	7.85%	6.11%	6.97%
Cashflow Savings	\$ 46,288	\$ 11,188	\$ 160,280	\$ 67,730	\$ 285,485
FY 2016	13,830	2,088	27,833	14,680	58,431
2017	3,700	1,200	5,103	650	10,653
2018	7,825	1,075	5,103	650	14,653
2019	5,900	825	14,490	650	21,865
2020	8,748	575	13,173	10,500	32,995
2021	6,285	325	11,763	5,213	23,585
2022	-	5,100	11,181	5,288	21,569
2023	-	-	11,383	5,650	17,033
2024	-	-	11,491	925	12,416
2025	-	-	11,461	1,050	12,511
2026	-	-	11,200	5,950	17,150
2027	-	-	10,800	5,750	16,550
2028	-	-	15,300	5,550	20,850
2029	-	-	-	5,225	5,225

Town of Scarborough, Maine

259 US ROUTE ONE, PO BOX 360
SCARBOROUGH, MAINE • 04070-0360

**BOND ORDER FOR
2016 MUNICIPAL AND SCHOOL CAPITAL IMPROVEMENTS AND
THE REFUNDING OF CERTAIN 2006, 2007, 2008 AND 2009 GENERAL
OBLIGATION BONDS OF THE TOWN**

BE IT ORDERED, That under and pursuant to the provisions of Title 30-A, Sections 5721-5729 and 5772 of the Maine Revised Statutes, as amended, and the Charter of the Town of Scarborough, Maine, the following Municipal and School Capital Improvement Projects are hereby approved for funding:

2015-2016 Municipal - Equipment

	<u>Amount to Bond</u>
F.D. Extrication Tool Upgrade Project	\$ 71,000.00
F.D. AED Replacement Project	75,000.00
F.D. Tank 3 Re-chassis	37,000.00
F.D. Service Plow Truck U7 (replace schedule)	45,000.00
C.S. Replacement Tow Behind Mower	14,050.00
Upgrade Radio Equipment - Communications	39,100.00
Plow Truck #4021	170,000.00
Pickup Truck #4004	30,000.00
Front End Loader #4014	139,500.00
	<hr/> \$ 620,650.00 <hr/>

2015-2016 Municipal - Projects

MIS Office Reconfiguration	10,000.00
MIS Server Virtualization	25,000.00
Eastern Trail Improvements (Local Match)	45,000.00
Mid-level Road Rehabilitation	543,000.00
Pleasant Hill Reconstruction Phase II (RR Overpass)	556,000.00
Gorham Road Engineering	65,000.00
Cummings Road Reconstruction	245,000.00
Fuel Station Replacement Engineering & Permitting	60,000.00
	<hr/> \$1,549,000.00 <hr/>

2015-2016 School Projects

H.S. Tech – New Laptops	700,000.00
3 - 84 Passenger Buses	301,350.00
	<hr/> \$1,001,350.00 <hr/>

2014-2015 Municipal - Projects

Mid-Level Road Rehabilitation (3 Miles per year)	68,000.00
	<hr/> \$ 68,000.00 <hr/>

2014-2015 Municipal – Lease Projects

259 U.S. Route One – Fire Alarm System - Replacement	45,000.00
MIS Main Office 10 GB Switch	8,000.00
	<hr/> \$ 53,000.00 <hr/>

2014-2015 School Projects

DW Roofing	88,000.00
DW Technology	360,000.00
Security System Upgrade Property	65,000.00
	<hr/>
	\$ 513,000.00
	<hr/> <hr/>

2009-2010 Municipal - Projects

Referendum to Fund-Purchase Parks and Conservation Land	
Danish Village Archway Relocation	25,000.00
	<hr/>
	\$ 25,000.00
	<hr/> <hr/>

Total to Bond **\$3,830,000.00**

BE IT FURTHER ORDERED, That a sum, not to exceed \$3,830,000, is hereby appropriated to provide for the costs of said projects and expenses associated with said projects; and,

BE IT FURTHER ORDERED, That to fund said appropriation, the Treasurer and the Chairman of the Town Council are hereby authorized to issue, at one time or from time to time, general obligation securities of the Town of Scarborough, Maine, including temporary notes in anticipation of the sale thereof, in an aggregate principal amount not to exceed \$3,830,000 and the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, refunding, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, is hereby delegated to the Treasurer and the Chairman of the Town Council; and,

BE IT FURTHER ORDERED, That the Treasurer and the Chairman of the Town Council are hereby authorized to issue, at one time or from time to time, general obligation securities of the Town of Scarborough, Maine, in an aggregate principal amount not to exceed \$3,800,000, to refund, on an advance basis, the remaining outstanding 2006, 2007, 2008 and 2009 General Obligation Bonds of the Town of Scarborough, Maine, and the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, is hereby delegated to the Treasurer and the Chairman of the Town Council.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – MARCH 16, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-019. Move approval on the request for the Town Council to consent to the assignment of the Parking Licensing Agreement and a Parking Lease Agreement to the new owners of the Higgins Beach Inn and authorize the Town Manager to sign any and all documents pertaining to this Order, as follows:

Town of Scarborough

Manager's Office Memorandum

To: Scarborough Town Council

From: Thomas J. Hall, Town Manager

Re: Parking Lease Agreements– Higgins Beach Inn

Date: March 11, 2016

Beginning in 2011 the Town entered into two parking agreements (attached) with the owners of the Higgins Beach Inn. The Parking Lease pertains to a small area of the municipal parking lot that is not easily accessible to the general public that is leased to the HBI for employee parking in exchange for their services to open and close the gate to the lot on a daily basis – last spring this lease was extended for an additional five (5) years. The other agreement is a License Agreement for the seasonal use of fourteen (14) spaces on Greenwood Avenue that occupy the frontage of the HBI. This agreement has an automatic annual renewal therefore no discrete term.

Most recently we have been advised that the HBI is in the process of being sold and there is interest to "assign" the rights and responsibilities of these two agreements to the new owners, a company by the name 34 Ocean Ave LLC (see the attached letter). Both agreements contain an assignment provision that requires written consent by the Town.

These parking opportunities are critical to the successful operation of the Inn and restaurant, a fact that remains despite a change in ownership. We have enjoyed a positive experience to date with these arrangements and I recommend granting consent to the assignments as requested.

Attachment: Letter from Diane Garofalo and Bob Westburg
Parking Lease Agreement
Parking License Agreement

March 9, 2016

Mr. Thomas Hall
Town Manager
Town of Scarborough
Scarborough, Maine

Re: Assignment of Parking License and Parking Lease Agreement

Dear Tom,

As you know, The Higgins Beach Inn has had a parking license agreement for the seasonal use of fourteen spaces along Greenwood Avenue. Additionally, The Higgins Beach Inn has a Parking Lease Agreement for a small parking area accessed off Ocean Avenue and adjacent to the Public Parking Lot on Ocean Avenue.

We have currently entered into a Purchase and Sale agreement with Mr. Joseph Lipton, DBA 34 Ocean Ave LLC. The anticipated closing date for the impending sale of the Higgins Beach Inn is the end of April.

We are requesting that the Town assign both the license and lease to the prospective new owners referenced above.

Please let us know if you need anything further in order to present our request to the Town Council in an expeditious manner.

Thank you in advance for your consideration.

Sincerely,

Robert Westburg, President
Higgins Beach Inn, Inc

Diane Garofalo, Treasurer
Higgins Beach Inn, Inc

PARKING LEASE AGREEMENT

This Parking Lease Agreement ("Lease") is made as of the ____ day of June, 2015 by and between the **TOWN OF SCARBOROUGH**, a body corporate and politic, located in Cumberland County and having a mailing address of P.O. Box 360, Scarborough, ME 04070 ("Landlord"), and **HIGGINS BEACH INN INC.**, a corporation organized under the laws of the State of Maine, with a place of business at 34 Ocean Avenue, Scarborough, Maine 04074 ("Tenant").

WITNESSETH:

1. **PREMISES LEASED:** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, a small parking area accessed off Ocean Street more clearly defined on **Exhibit A** attached hereto (the "Leased Premises") on certain real property identified on Scarborough Tax Map U002 as Lot 4 (the "Property"). Within the Leased Premises, Landlord reserves one (1) parking space for use by the Town and one (1) parking space for use by the Tenant in the rental unit, such spaces to be reserved with signage. The Property and Leased Premises are further described as being located on Ocean Street, in the Town of Scarborough and State of Maine.
2. **TERM:** The original two year term of the lease was extended an additional two years, with an expiration date of June 29, 2013. Parties agree to extend the lease for additional five (5) year period from the date above. The terms and conditions of the original lease are unchanged and remain in effect for the duration of the extension period, and are re-stated herein. The Town is considering improvements to the Leased Premises and therefore is not able to commit to a longer term; however, Tenant shall have the option to express interest in renewing this Lease, with terms and conditions to be negotiated.
3. **CONSIDERATION:** In lieu of monetary rent, Tenant covenants and agrees to provide daily management services for the adjacent public parking lot (commonly known as "the Higgins Beach Parking Lot"), specifically related to opening the gate as close to daybreak as possible and closing the gate as soon after sunset as possible from the Saturday before Memorial Day to Labor Day each year.
4. **PERFORMANCE STANDARDS:** Tenant covenants and agrees to limit parking in the Leased Premises to employees only, and no spaces shall be occupied by patrons of the Higgins Beach Inn or Garofalo's Restaurant or sold to the public for short-term parking. Parking shall occur only in area depicted on **Exhibit A**. Users of the lot shall exercise extreme care to limit noise and otherwise any disturbance while utilizing the lot.
5. **MAINTENANCE AND MANAGEMENT:** Subject to Tenant's performance obligations in Section 3 above, Landlord shall manage the Higgins Beach Parking Lot which contains the Leased Premises, including appropriate signage, parking arrangement and control of unauthorized parking. Landlord shall provide maintenance, snow removal, and sanding of icy conditions of the parking area as needed. It shall be within the sole discretion of Landlord to determine the appropriate extent and timing of maintenance and management.

6. **ASSIGNMENT & SUBLETTING:** Tenant shall not assign this Lease or sublet the Leased Premises or any part thereof without the prior written consent of Landlord, which consent shall be entirely within Landlord's discretion.
7. **INSURANCE:** Tenant shall purchase and maintain a standard general liability insurance policy covering its use of the Leased Premises, in a reasonable coverage amount, which amount is to be determined by and satisfactory to the Landlord. The insurance policy shall name the Landlord as an additional insured at no cost to Landlord. Tenant shall provide a copy of the insurance policy to the Landlord within thirty (30) days of the execution of this Lease. Tenant shall also, at Landlord's request, provide proof that the insurance policy is in effect and the fees associated therewith paid to date.
8. **LIABILITY & INDEMNIFICATION:** Tenant shall defend, indemnify and hold harmless Landlord and Landlord's agents and employees in their public and individual capacities, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from use of the Leased Premises by Tenant and Tenant's customers, guests, employees, agents and the like and Landlord assumes no liability or responsibility for damage or loss to vehicles or the contents of the vehicles parked in the Leased Premises and Tenant hereby waives all such claims against Landlord. Nothing in this Lease shall constitute a waiver of any immunities or defenses available to Landlord under the Maine Tort Claims Act or other applicable law.
9. **DEFAULT:** Since payment for use of the Leased Premises is in the form of management services, Tenant shall be in default of this Lease if Tenant fails to perform management services as described in Section 3 or for non-performance relating to the standards as defined in Section 4, in which event, Landlord may, at its option, send Tenant a written warning, including appropriate supporting documentation, notifying Tenant of violation(s). Prior to issuance of the first written warning, Landlord shall contact Tenant and the parties shall meet at a mutually agreeable time to discuss Tenant's overuse of public parking spaces. The meeting shall be held no later than ten (10) days after Landlord contacts Tenant regarding same, unless both parties agree to a longer period of time. At said meeting, Landlord and Tenant shall make best efforts to resolve any problems related to the use of the public parking spaces in a fair and expedient manner. If Tenant receives three (3) written warnings in any one calendar year, then the Landlord may declare Tenant in default and this agreement shall be null and void. Landlord's failure or election not to send a warning in any one instance shall not constitute a waiver nor modification of any of Landlord's rights or Tenant's obligations hereunder.
10. **TERMINATION:** This Lease may be terminated by either party at any time during the Lease, by meeting the conditions set forth in Section 10a, 10b, and 10c below:
 - a. Providing written notice of intent to terminate to the other party.
 - b. Providing ninety (90) days in said notice of termination.
 - c. Sending said notice of termination by certified mail, return receipt requested.

11. **SUCCESSORS AND ASSIGNS:** The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS

Erise J. D'Ambrise

HIGGINS BEACH INN, INC.

Bob Westburg
By: Bob Westburg
Its: President

WITNESS

Erise J. D'Ambrise

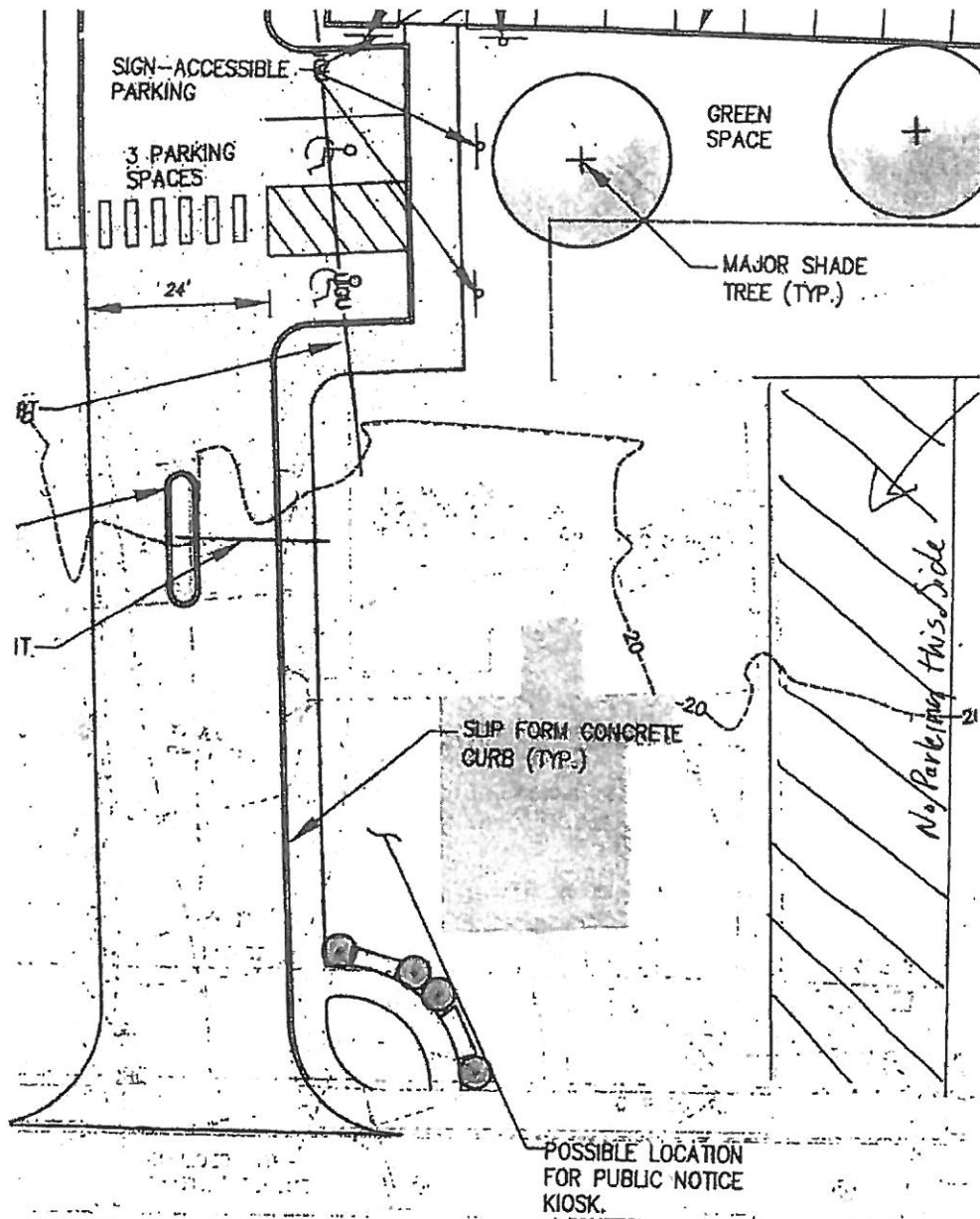
Diane M. Garofalo
By: Diane M. Garofalo
Its: Treasurer

WITNESS

Tom Galligan

TOWN OF SCARBOROUGH

Thomas J. Hall
By: Thomas J. Hall
Its: Town Manager, duly authorized



PARKING LICENSE AGREEMENT

SEASONAL USE OF 14 SPACES ALONG GREENWOOD AVENUE

This Parking License Agreement ("License") is made as of the 21st day of June 2011 by and between the **TOWN OF SCARBOROUGH**, a body corporate and politic, located in Cumberland County and having a mailing address of P.O. Box 360, Scarborough, ME 04070 ("Town"), and **HIGGINS BEACH INN INC.**, a corporation organized under the laws of the State of Maine, with a place of business at 34 Ocean Avenue, Scarborough, Maine 04074 ("Licensee").

WITNESSETH:

1. **LICENSED SPACES**: Town does hereby license to Licensee the exclusive use of fourteen (14) on-street parking spaces located along Greenwood Avenue in the Town of Scarborough, in the area indicated on the attached **Exhibit A** (the "14 Spaces").
2. **TERM**: So long as License is not in default, and subject to the other terms and conditions hereof, the License shall automatically renew seasonally on an annual basis. Licensee's initial annual seasonal use shall be from the date hereof until September 15th, 2011 and thereafter seasonal use shall be for the period from May 15th – September 15th of each year, and the 14 Spaces shall at all other times (i.e. off-season) be and remain public parking available on a first-come, first-served basis and under the exclusive control of the Town.
3. **CONSIDERATION**: Licensee shall pay Town the sum of Five Thousand Dollars (\$5,000) yearly, payable on or before August 1 of each year, for the seasonal rights described herein. In the event that Licensee shall fail timely to pay the amount due, this License shall automatically terminate without any further notice or action required by Town.
4. **USE RESTRICTIONS**: Licensee covenants and agrees to limit parking in the 14 Spaces to its guests and patrons. Licensee may charge and retain reasonable fees for parking in the event Licensee shall decide to do so.
5. **MAINTENANCE AND SIGNAGE**: Licensee may, at its option, post signage or otherwise designate the 14 spaces for its exclusive use, provided such signage must otherwise meet all applicable Town code requirements. Licensee may, at its option, tow unauthorized users of the 14 spaces, but the Town shall not ticket or tow unauthorized users nor respond to parking complaints. Town shall provide maintenance of the 14 Spaces as needed. It shall be within the sole discretion of Town to determine the appropriate extent and timing of maintenance.
6. **ASSIGNMENT & SUBLETTING**: Licensee shall not assign this License or any part thereof without the prior written consent of the Town.
7. **INSURANCE**: Licensee shall purchase and maintain a standard general liability insurance policy (or include the 14 Spaces under its existing coverage) covering its use of the 14 Spaces, in a reasonable coverage amount, which amount is to be determined by and satisfactory to the Town. The insurance policy shall name the Town as an additional insured at no cost to the Town. Licensee shall provide a copy of the insurance policy to the Town within thirty (30) days of the execution of this License. Licensee shall also, at the Town's

request, provide proof that the insurance policy is in effect and the fees associated therewith paid to date.

8. **LIABILITY & INDEMNIFICATION:** Licensee shall defend, indemnify and hold harmless Town and Town's agents and employees in their public and individual capacities, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from use of the 14 Spaces by Licensee and Licensee's customers, guests, employees, agents and the like and Town assumes no liability or responsibility for damage or loss to vehicles or the contents of the vehicles parked in the 14 Spaces and Licensee hereby waives all such claims against Town. Nothing in this License shall constitute a waiver of any immunities or defenses available to Town under the Maine Tort Claims Act or other applicable law.
9. **DEFAULT:** This License may be terminated by the Town immediately upon Tenant's default for any period more than 15 days beyond the date of Town's written notice of default (either delivered in person, by mail at the address above, or by email directed to a principal of Licensee with evidence of receipt) Default shall be based on lack of compliance with the performance measures of this License and Town shall provide details of such default in the written notice.
10. **TERMINATION:** This License may be terminated by either party at any time during the License, by meeting the conditions set forth in Section 10a, 10b, and 10c below:
 - a. Providing written notice of intent to terminate to the other party.
 - b. Providing ninety (90) days in said notice of termination.
 - c. Sending said notice of termination by certified mail, return receipt requested.
11. **SUCCESSORS AND ASSIGNS:** The provisions of this License shall be binding upon and inure to the benefit of the respective successors and assigns of Town and Licensee.

IN WITNESS WHEREOF, Town and Licensee have executed this License as of the date first above written.

WITNESS

[Handwritten Signature]

WITNESS

[Handwritten Signature]

WITNESS

[Handwritten Signature]

HIGGINS BEACH INN, INC.

[Handwritten Signature]

By: Bob Westburg
Its: President

[Handwritten Signature]

By: Diane M. Garofalo
Its: Treasurer

TOWN OF SCARBOROUGH

[Handwritten Signature]

By: Thomas J. Hall
Its: Town Manager, duly authorized



34 Ocean Ave
Higgins Beach Inn

Area subject of License Agreement



Scarborough Public Works
20 Washinton Ave
Scarborough, ME 04074

Disclaimer: The data contained within the Scarborough GIS is intended as a public resource of general information. The Town of Scarborough makes no warranty or representation as to the accuracy, timeliness or completeness of any of the data, and shall assume no liability for the data contained, for omissions, or any decision made or action taken or not taken in reliance upon any of the data. Parcel data is intended for general map reference only and is a general representative of approximate lot configuration, and is not intended for boundary determination, legal description,

License Agreement
Exhibit A