

**AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 15, 2016
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: June 1, 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.]

Order No. 16-033, 7:00 p.m. Public hearing and second reading on the proposed third amendment to Contact Zone V – Scarborough Realty, LLC [Mercedes-Benz Dealership] located at 137 US Route One.

Order No. 16-034, 7:00 p.m. Public hearing and second reading on the proposed third amendment to Contract Zone I – Frank R. Goodwin, E & F Limited Liability Company and Raymond C. Field [Land Rover Dealership], located at 371 US Route One.

OLD BUSINESS: None at this time.

NEW BUSINESS:

Order No. 16-044. Act to authorize the Town Manager to enter into an Interlocal Agreement with the Town Old Orchard Beach and the City of Westbrook for shared vehicle maintenance and repair services.

Order No. 16-045. Act to authorize the Town Manager to enter into a License Agreement for use of the Town's Parking lot at Pine Point [Hurd Park] for overflow parking by Bayley's Lobster Pound.

Order No. 16-046. Act to authorize the Town Manager to sign a Quit Claim Deed on property located at 362 Payne Road relating to an old tax lien from 1938.

Order No. 16-047. Act on the request from the Town Clerk to certify the results of the School Budget Validation Referendum Election.

- 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 – JUNE 15, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-033. Move approval of the second reading on the proposed third amendment to Contact Zone V – Scarborough Realty, LLC [Mercedes-Benz Dealership] located at 137 US Route One.

F.K.N. Chowdry Chartered, LLC

ATTORNEYS AND COUNSELLORS AT LAW

Two Monument Square ♦ Suite 704 ♦ Portland, Maine 04101
T: 207-805-1041 ♦ F: 207-805-1046 ♦ www.chowdrylaw.com

Frank K. N. Chowdry, Esq.
fchowdry@chowdrylaw.com

April 27, 2016

VIA EMAIL ONLY (c/o vjustice@ci.scarborough.me.us)

Ms. William Donovan, Chair
and Members of the Town Council
Scarborough Municipal Building
259 U.S. Route 1
P.O. Box 360
Scarborough, Maine 04074-0360

RE: Prime Motor Group / Mercedes-Benz and Sprinter Showroom Expansion Project

Dear Chairman Donovan and Members of the Town Council:

I represent the Prime Motor Group. Please find enclosed a draft Third Amendment to Contract Zoning Agreement without Exhibits. Please note that Exhibit 1 is the original contract zone agreement of August 21, 2002 and Exhibit 2 is the Second Amendment to the contract zone dated April 30, 2015. Exhibit 2A, the site plan, is in the municipal review process. We will be certain to submit the final approved site plan as soon as it is available. We will, of course, also include the other exhibits with the final document. For the time being, I also enclose a draft site plan and a rendering of the site.

I would be pleased to respond to any questions or comments whatsoever. My client greatly appreciates the Council's consideration of this proposed Third Amendment.

Very truly yours,



Frank K. N. Chowdry

FKNC/nla
Attachment

Copy to: Daniel Doucette, Prime Motor Group
Thomas Hall, Town Manager

Mr. William Donovan and
Members of the Town Council
April 27, 2016
Page 2 of 2

Tody Justice, Town Clerk
Daniel Bacon, Town Planner
David Richards, RA, Gawron Turgeon Architects

**THIRD AMENDMENT TO
CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH
AND 137 U.S. ROUTE ONE SCARBOROUGH REALTY, LLC
(formerly First Scarborough Realty of Maine, LLC)**

THIS CONTRACT ZONING AGREEMENT is made by and between the Town of Scarborough, a Maine municipality with its principal office located at the Scarborough Municipal Building, 259 U.S. Route 1, Scarborough, Maine (the "Town") and 137 U.S. Route One Scarborough Realty, LLC, a Maine limited liability company with a principal office located at 137 U.S. Route One, Scarborough, Maine ("137 US Route One").

RECITALS

WHEREAS, First Scarborough Realty of Maine, LLC, a Maine limited liability company ("First Scarborough Realty") is a predecessor in interest and in title to 137 U.S. Route One; and

WHEREAS, First Scarborough Realty entered into a Contract Zoning Agreement with the Town on August 21, 2002, subsequently amended by an amendment dated on or about September 16, 2004 (hereinafter and taken together "First Agreement") in connection with certain improvements made to property located at 137 U.S. Route One and more particularly described in the First Agreement; and

WHEREAS, the First Agreement (together with all exhibits and schedules appended thereto) is appended to this Agreement as *Exhibit 1*; and

WHEREAS, First Scarborough Realty conveyed its interest to 137 US Route One by deed dated April 26, 2005 and recorded in the Cumberland County Registry of Deeds at Book 22565, Page 326, the premises and all improvements situated thereon hereinafter referred to as the "Original Parcel";

WHEREAS, 137 US Route One acquired additional property adjoining the Original Parcel, more particularly described in a deed from SRAM Corp. to 137 U.S. Route One Scarborough, LLC dated June 16, 2015 and recorded in the Cumberland County Registry of Deeds at Book 32352, Page 208 (the "New Parcel") for the purpose of expanding and improving the existing automobile dealership showroom located on the Original Parcel and other related purposes (together referred to as the "Property"); and

WHEREAS, 137 US Route One and the Town entered into a Second Amendment to Contract Zoning Agreement dated April 30, 2015 and recorded in the Cumberland County Registry of Deeds at Book 32238, Page 198 (the "Second Amendment"), a copy of which is attached to this Third Amendment as *Exhibit 2*; and

WHEREAS, the rezoning and inclusion of the New Parcel into the Contract Zoning District (“the District”) is pursuant to and consistent with the Town’s Comprehensive Plan and with the existing and permitted uses within the original zoning district classification; and

WHEREAS, by operation of this Third Amendment to Contract Zoning Agreement (the “Third Amendment”), 137 US Route One desires to increase the size of the footprint of building to be located on the New Parcel also pursuant to and consistent with the Town’s Comprehensive Plan and with the existing and permitted uses within the original zoning district classification.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as received by each, the parties covenant and agree as follows:

1. All terms, conditions, covenants, representations, warranties, benefits and burdens set forth in the First Agreement and Second Amendment (including all exhibits and schedules appended thereto) are affirmed, adopted, ratified and accepted by the Town and 137 US Route One and incorporated herein as if restated in full, subject to any conflict or inconsistency between the First Agreement, the Second Amendment and this Third Amendment, in which case this Third Amendment shall govern and control.
2. 137 US Route One is authorized to make the improvements and modifications to the Property as described in a certain "Site Plan - Proposed Contract Zone Amendment for Prime Motor Mercedes Benz - Sprinter" prepared by Gawron Turgeon Architects, Scarborough, Maine, revised through April 27, 2016 (the “Site Plan”) attached as *Exhibit 2B*. Within this authorization is specific authorization to permit the maximum allowable building footprint for the building to be constructed on the New Parcel to be 26,290 ± square feet. Construction of the improvements shall be subject to the following conditions:
 - a. Notwithstanding Section XII of the Zoning Ordinance, as it may be amended from time to time, one additional business sign is permitted as shown on the Site Plan.
 - b. Notwithstanding the landscaping requirements in Section XVIII.A of the Zoning Ordinance, as it may be amended from time to time, a reduction in the required 15’ green strip buffer is permitted to the extent shown on the Site Plan.
 - c. The uses allowed shall be limited to an automobile dealership with outdoor sales, display and storage of motor vehicles and indoor sales, service and display.
 - d. Special events and assembly activities may be conducted within any building as an accessory use, subject to any other required codes and approvals.
 - e. The Property subject to this Agreement shall be developed and used only in accordance with the Site Plan, to be approved by the Scarborough Planning Board, as that site plan

may be amended from time to time.

3. 137 US Route One shall record this Agreement within 30 days after its approval by the Scarborough Town Council.
4. The provisions of this Agreement shall be deemed restrictions on the use of the Property, except as this Agreement may be amended by future written agreement of the Town and 137 US Route One or its successors in interest.
5. This is the sole zoning for the Property, and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying TVC Zoning District shall apply. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind 137 US Route One, its successors in interest and assigns, and shall inure to the benefit of and be enforceable by the Town.
6. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town and any applicable amendments thereto or replacement thereof.
7. In the event that 137 US Route One or its successors or assigns fail to develop the Property in accordance with this Agreement, or in the event of any other breach hereof, this Agreement may be terminated by vote of the Scarborough Town Council. In that event, the Property may then be used only for such uses as are otherwise allowed by law.
8. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to Section IV of the Scarborough Zoning Ordinance and through legal action for specific performance of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of ___, 2016

WITNESS:

**137 ROUTE ONE
SCARBOROUGH REALTY, LLC**

By: _____
Ira Rosenberg
Its Manager

TOWN OF SCARBOROUGH

By: _____
Thomas Hall
Its Town Manager

STATE OF MAINE
Cumberland, ss.

Date: _____

PERSONALLY APPEARED the above-named Ira Rosenberg, in his capacity as Manager of 137 US Route One Scarborough Realty, LLC and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said limited liability company.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE
Cumberland, ss.

Date: _____

PERSONALLY APPEARED the above-named Thomas Hall, in his capacity as Town Manager of the Town of Scarborough, Maine and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said Town.

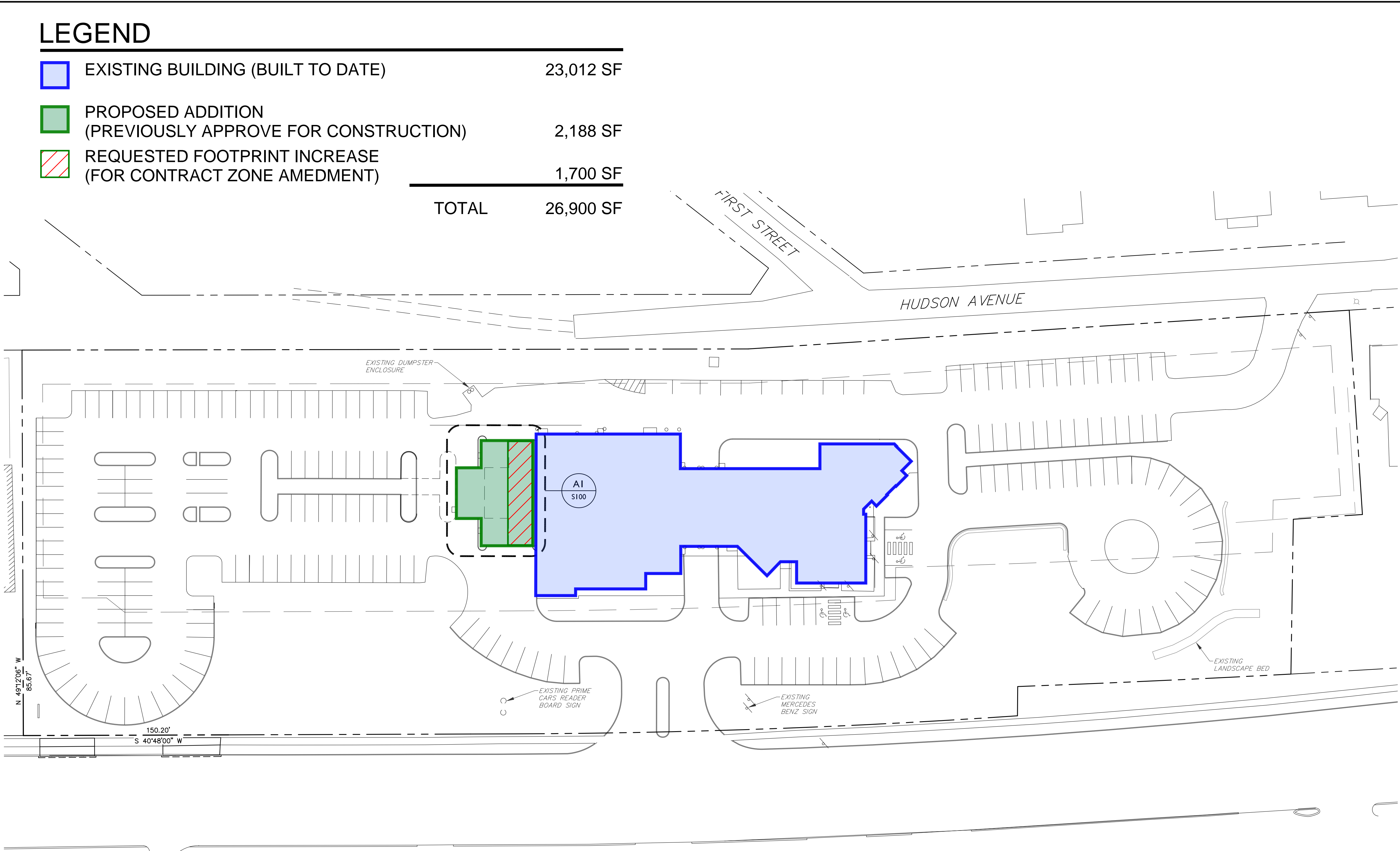
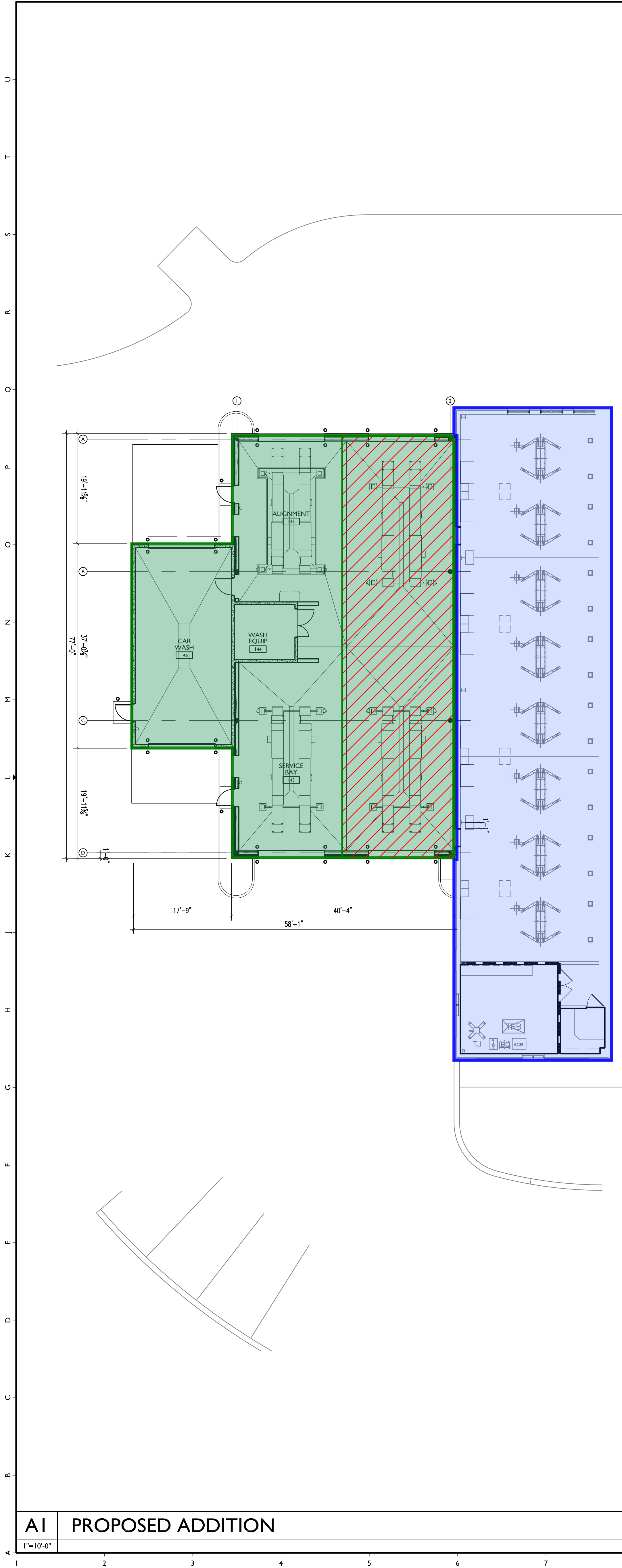
Before me,

Notary Public/Attorney at Law

EXHIBIT 1
(THE FIRST AGREEMENT)

EXHIBIT 2
(SECOND AMENDMENT TO CONTRACT ZONE AGREEMENT)

**EXHIBIT 2B
(SITE PLAN)**



LEGEND

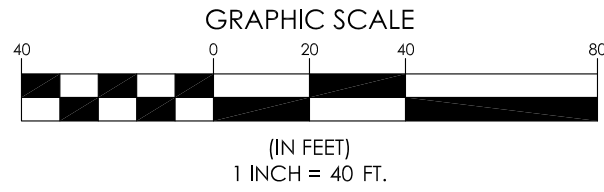
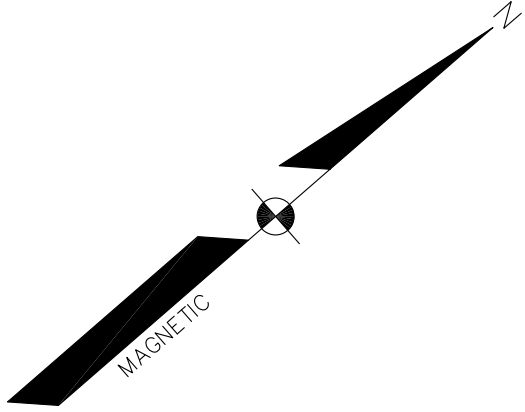
EXISTING BUILDING (BUILT TO DATE)	23,012 SF
PROPOSED ADDITION (PREVIOUSLY APPROVE FOR CONSTRUCTION)	2,188 SF
REQUESTED FOOTPRINT INCREASE (FOR CONTRACT ZONE AMEDMENT)	1,700 SF
TOTAL	26,900 SF

REQUESTED CONTRACT ZONE AMENDMENT - BUILDING FOOTPRINT INCREASE

TOTAL PREVIOUSLY APPROVED	25,200 SF
REQUESTED INCREASE -	1,700 SF
TOTAL BUILDING FOOTPRINT	26,900 SF

LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
BUILDING	
DECK/STEPS/ OVERHANG	
EDGE PAVEMENT	
PAVEMENT SAWCUT	
EDGE CONCRETE	
PAVEMENT PAINT	
EDGE GRAVEL	
CURB LINE	
BOLLARD	
OHU	OVERHEAD UTILITY



GENERAL NOTES:

- SPACE AND BULK CRITERIA:
TVC ZONE (UNDERLYING)
MIN. LOT SIZE: 10,000 S.F.
MIN. STREET FRONTAGE: 200 FT.
MIN. FRONT YARD: 35 FT.
MIN. SIDE YARD: 15 FT.
MIN. REAR YARD: 15 FT.
MAX. BUILDING HEIGHT: 45 FT.
MAX. BUILDING COVERAGE: 50%
MAX. IMPERVIOUS AREA: 85%
ORIGINANCE
10,000 S.F.
200 FT.
35 FT.
15 FT.
15 FT.
45 FT.
50%
85%
SITE
6.06 AC
927 FT.
100-110 FT.
300 FT.
60 FT.
10%
55%
- PARKING CALCULATIONS:
REQUIRED:
25,172 S.F. BUILDING W/ 1 SPACE PER 250 S.F. = 101 SPACES
PROPOSED:
DISPLAY SPACES 112
EMPLOYEE/ OTHER SPACES . . . 87
CUSTOMER SPACES 17
TOTAL 216
- EXISTING PRIME MERCEDES - BENZ DEALERSHIP SITE SUBJECT TO TERMS AND CONDITIONS OF A CONTRACT ZONE AGREEMENT WITH THE TOWN OF SCARBOROUGH.
- THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICTED ON THIS APPROVED PLAN. ALL ELEMENTS AND FEATURES OF THIS PLAN AND ALL REPRESENTATIONS MADE BY THE APPLICANT CONCERNING THE DEVELOPMENT AND USE OF THE PROPERTY ARE CONDITIONS OF APPROVAL. NO CHANGE FROM THE CONDITIONS OF APPROVAL IS PERMITTED UNLESS AN AMENDED SITE PLAN IS FIRST SUBMITTED TO AND APPROVED BY THE PLANNING BOARD.
- ALL EXISTING STRUCTURES TO BE DEMOLISHED AND REMOVED FROM THE SITE. CONTRACTOR TO IDENTIFY EXISTING UTILITY CONNECTIONS AND PROVIDE CERTIFICATION TO SCARBOROUGH SANITARY DISTRICT AND PORTLAND WATER DISTRICT THAT EXISTING CONNECTIONS ARE CAPPED AND SEALED AT THE PROPERTY LINE IN ACCORDANCE WITH DISTRICT REQUIREMENTS.

29 BLACK POINT ROAD
SCARBOROUGH, MAINE 04074
207-883-4307
WWW.GAWRONTURGEON.COM

**GAWRON
TURGEON
ARCHITECTS**

**PRIME MOTOR MERCEDES BENZ
ADDITION & SITE RENOVATIONS**

SCARBOROUGH, MAINE

#	DATE	DESCRIPTION
1	04.27.15	PLANNING BOARD SUBMISSION
2	07.31.15	ISSUED FOR BID
3	08.27.15	RE-ISSUED FOR BID
4	03.17.16	ISSUED FOR CONSTRUCTION
5	04.27.16	ISSUED FOR CONTRACT ZONE AMENDMENT

DATE:	04.27.16
PROJECT #	090214
DRAWN BY:	DMR
CHECKED BY:	DMR
DRAWING SCALE	AS NOTED

SHEET TITLE

**OVERALL
SITE PLAN
&
PROPOSED ADDITION**

S100

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Q1 AREIAL - OVERALL
PREVIOUSLY APPROVED



Q15 AREIAL - WEST LOOKING EAST
PREVIOUSLY APPROVED



H1 SKETCH RENDERING - PROPOSED ADDITION
PROPOSED



L15 AREIAL - WEST LOOKING EAST
PROPOSED



H15 EYE LEVEL - WEST LOOKING EAST
PROPOSED



H20 AREIAL - WEST LOOKING EAST
PROPOSED



A1 AREIAL - OVERALL
PROPOSED

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ARCHITECTS

PRIME MOTOR MERCEDES BENZ
ADDITION & SITE RENOVATIONS
SCARBOROUGH, MAINE

REVISIONS		
#	DATE	DESCRIPTION
1	04.27.15	PLANNING BOARD SUBMISSION
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5	04.27.16	ISSUED FOR CONTRACT ZONE AMENDMENT

DATE:	04.27.16
PROJECT #	090214
DRAWN BY:	DMR
CHECKED BY:	DMR
DRAWING SCALE	AS NOTED

SHEET TITLE
SKETCH RENDERINGS PROPOSED ADDITION & PREVIOUSLY APPROVED ADDITION

R100

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PORTION OF MINUTES OF THE PLANNING BOARD MEETING
HELD ON MONDAY – JUNE 6, 2016

8. 137 US Route One Scarborough Realty, LLC, Prime Mercedes-Benz, request a preliminary site plan amendment review as part of contract zone modification for 137 US Route 1, Assessor's Map U47, Lot 94*.

Mr. Chace explained that the applicant is before the Board for a contract zone amendment. Mr. Chace stated that the original contract zone was approved in 2002 and allowed for an automobile dealership with outdoor display, a use which would otherwise be prohibit. Mr. Chace stated that the applicant wishes to expand the building from 25,200 sf to 26,290 sf. Mr. Chace reminded the Board that the applicant was before them in 2015 and that landscaping was a significant point of discussion and the landscaping from that approval has not been completely implemented.

Paul Ostrowski with Sebago Technics is representing the applicant. Mr. Ostrowski explained that the applicant is looking to expand the building approximately 3,725 sf which would exceed the building size permitted by the existing Contract Zone. Mr. Ostrowski explained that the expansion will eliminate 6 parking spaces and house a vehicle alignment center, wash facility and general storage.

Dave Richards with Gawron Turgeon Architects explained that the existing exterior design will be continued with the new addition. Mr. Richards stated that a revised landscape plan is being prepared.

Mr. Fellows opened the public comment.

Robert Cook, 26 First Street stated he has no issue with the proposed expansion, however his concerns are around the use of his street and neighborhood streets by the company and its vendors which is not in compliance with their existing contract zoning agreement. Mr. Cook stated he has seen several violations of this agreement. Mr. Cook also expressed concern that abutters are not notified by mail when the item is to be heard before the Town Council.

Barbara Fowler, 8 First Street also stated she has seen violations of the existing contract zoning agreement related to the use of the rear driveway and the abutting residential streets.

Ms. Auglis asked how the 3 bays facing Route 1 will be camouflaged and that it is a big issue that they face Route 1. Ms. Auglis asked for specifics on the next landscaping plan and stated she hopes they make up for what they haven't done and should have done.

Mr. Beeley stated it is a fantastic looking facility, however he is disappointed they haven't completed the landscaping from the last approval. Mr. Beeley agreed that the building materials should be carried throughout the addition.

Mr. Wood stated the item is close to what they reviewed before and that the building treatment should be carried out to the new addition and carwash. Mr. Wood stated that the landscaping is not what the Board had hoped or envisioned.

Mr. Fellows stated that the Board had no issue with the applicant's core request. Mr. Fellows stated at the next submission the applicant should provide a better feel for the building materials as well as what can and cannot be done. Mr. Fellows stated he was looking forward to the future landscaping plan. Mr. Fellows stated the applicant should review the existing contract zone amendment to make sure the spirit behind it is being honored. Mr. Fellows stated the Board would give a positive recommendation to the Council.

Mr. Fellows moved to approve the preliminary site plan application of 137 US Route One Realty, LLC for the building addition and associated site improvements at the Mercedes Benz site at 137 US Route 1 as proposed in materials submitted on their behalf by Sebago Technics. This preliminary approval shall be considered a favorable opinion to the Council in consideration of the Contract Zone Amendment. Upon Council adoption of the Contract Zone modifications the applicant shall revise the site plans in accordance with staff comments and Board discussion for final review and approval.

Ms. Auglis seconded the motion.

Vote was unanimous 4-0.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 15, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-034. Move approval of the second reading on the proposed third amendment to Contract Zone I – Frank R. Goodwin, E & F Limited Liability Company and Raymond C. Field [Land Rover Dealership], located at 371 US Route One.



April 27, 2016
03401

Thomas Hall, Town Manager
Members of the Scarborough Town Council
Town of Scarborough
259 U.S. Route One
Scarborough, Maine 04070

Request for Contract Zoning Agreement Amendment
Scarborough Jaguar / Land Rover dba E&F Limited Liability Company

Dear Mr. Hall and Council Members,

On behalf of E&F Limited Liability Company (E&F), we are pleased to submit this request for your consideration. This request pertains to a proposed building renovation and minor expansion of the Jaguar / Land Rover automobile dealership located at 371 U.S. Route One. The purpose of the proposed project is to renovate the existing building to comply with the current branding of these international automobile manufacturers, who periodically require the dealerships to comply with current company standards.

This project proposes a new building façade facing U.S. Route One and a renovation of the showroom, sales and customer services spaces within the building. No changes are proposed in the vehicle repair / service areas in the rear of the building. In addition, this proposal includes removal of a portion of the existing stone drive track on the site in order to add parking spaces near the front of the building.

This site was initially developed in 1996 under a contract zoning agreement with the Town. Since that time, the Town has agreed to two amendments in 2000 and 2004, respectively.

This request would be the Third Amended Contract Zoning Agreement. Currently in force, the Second Amended Contract Zoning Agreement allows a building area of 13,730 square feet and 108 parking spaces, of which 16 spaces are visible from U.S. Route One. This current request would increase the allowable building area to 14,730 square feet and to add 7 parking spaces which would be visible from U.S. Route One.

To assist you in your consideration of this request, we enclose the following exhibits for your review:

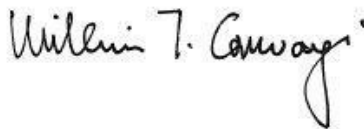
- Photograph of Existing Building
- Proposed Building Elevation

- Proposed Conceptual Site Plan
- Edited Copy of Current Contract Agreement

We look forward to meeting with the Council at the May 4, 2016 meeting to discuss this request in greater detail. Thank you for your time and consideration.

Sincerely,

SEBAGO TECHNICS, Inc.

A handwritten signature in black ink that reads "William T. Conway". The signature is written in a cursive style with a large, stylized 'W' and 'C'.

William T. Conway, RLA / LEED AP
Vice President, Landscape Architecture

cc: Christopher Goodwin
Enc.

WTC /llg



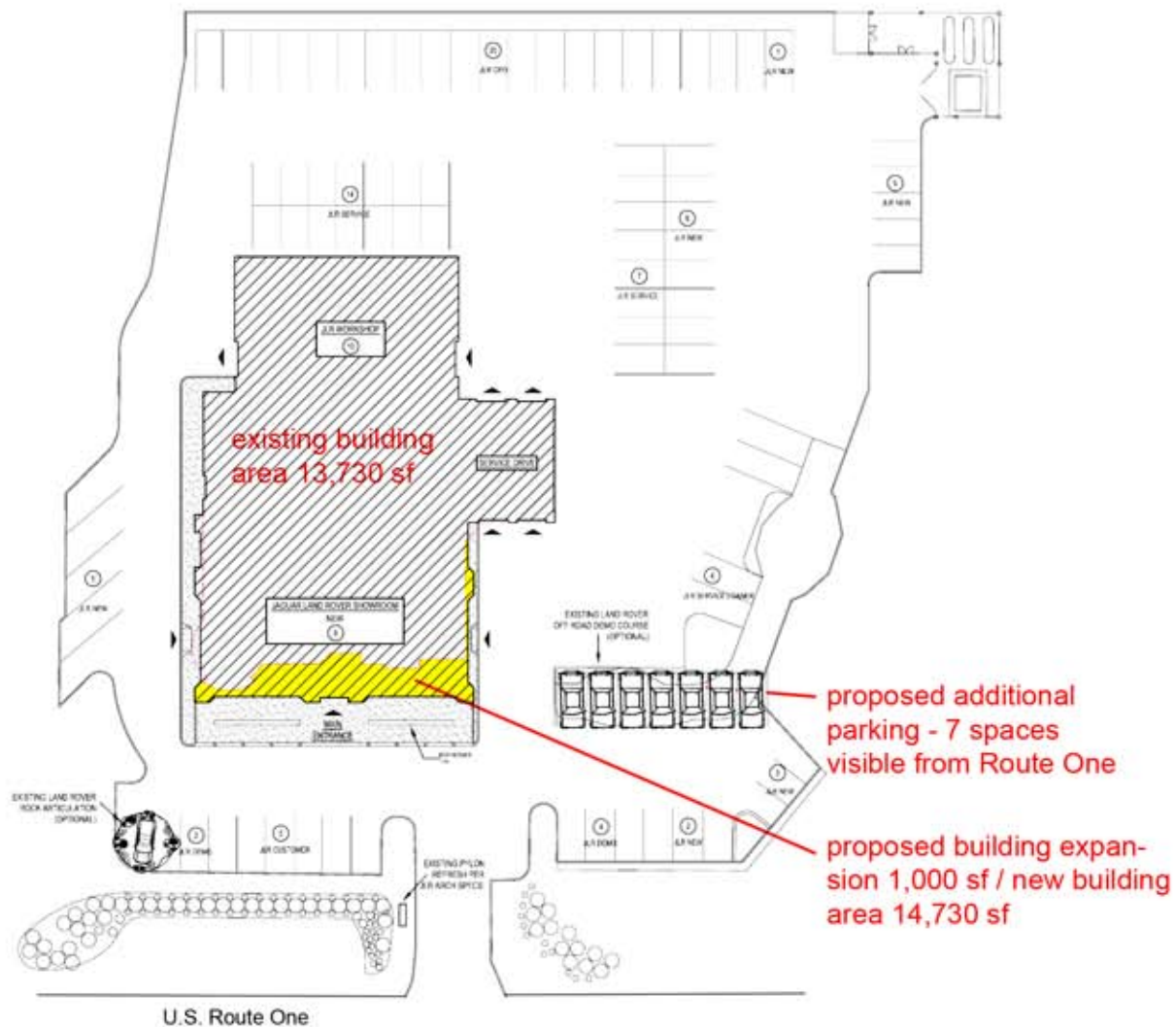


SCARBOROUGH, MAINE

APRIL 5, 2016



PROPOSED ELEVATION AS VIEWED FROM ROUTE ONE



**THIRD AMENDMENT TO EXHIBIT I
CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
FRANK R. GOODWIN, E & F LIMITED LIABILITY COMPANY
AND RAYMOND C. FIELD**

WHEREAS, E & F Limited Liability Company ("E & F") entered into a Contract Zoning Agreement with the Town of Scarborough on the 15th day of July 1996 (the "Contract"), a copy of which is attached hereto as Schedule A; and,

WHEREAS, E & F acquired certain real estate from Raymond C. Field by two deeds dated June 21, 1996 and recorded in the Cumberland County Registry of Deeds at Book 12576 Page 54 and by Corrective Warranty Deed dated October 27, 1997, recorded in the Cumberland County Registry of Deeds at Book 13402, Page 45; and,

WHEREAS, E & F built a 3,826 square foot addition to its existing building on the north side of the building away from U.S. Route One, which addition is used for the purposes of automobile sales and service pursuant to a First Amendment to the Contract, dated October 2, 2000, a copy of which is attached hereto as Schedule B; and,

WHEREAS, in order to have the proper setbacks, E & F acquired an approximate additional 17,070 square feet by deed of KDA LLC (successor to Raymond Field), which deed was dated April 10, 2000 and recorded in the Cumberland County Registry of Deeds at Book 15410, Page 322; and,

WHEREAS, the Amended Contract, Schedule B, at paragraph 3(a), states that E & F was authorized to have an automobile dealership with the structure of 13,730 square feet; and,

WHEREAS, the current initial structure is 13,730 square feet and the anticipated additions to the structure will be 1000 square feet for a total building footprint of 14730 square feet; and,

WHEREAS, the addition to the automobile dealership will also involve an increase in the square footage of the area utilized for outdoor display, storage or parking of vehicles. An additional 7 parking spaces, 7 new spaces being visible from the road will bring the total number of parking spaces to 115, 23 of which will be visible from the road. The relocation of outdoor vehicle storage and display or parking areas to parts of the site closer to the property boundaries or road sidelines than shown on the originally approved site plan is contemplated; and,

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping and site design which will mitigate what might otherwise be adverse impacts of outdoor displays, storage and sales, because the additional square footage of the building is away from U.S. Route One.

WHEREAS, the Amendment to the Contract Zoning Agreement would be consistent with the policies and future land use plan of part three of the Scarborough Comprehensive Plan and is permitted pursuant to the Zoning Ordinance and Maine Law and is consistent with the existing and permitted uses within the original zoning classification.

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 will amend the Zoning Map of the Town of Scarborough by adopting the map change shown on Schedule C hereto.

2. All references in the original Contract Zoning Agreement, the First Amendment to the Contract and the Second Amendment to the Contract, and the Third Amendment to the Contract to the "site plan" shall hereafter mean the amended site plan approved by the Scarborough Planning Board on (TBD), 2016, attached hereto as Schedule D.
3. Upon approval of an amended site plan by the Scarborough Planning Board, E & F Limited Liability Company is authorized to construct the addition to the automobile dealership as portrayed on the Attached Schedule C. The additional construction will be completed within 12 months after execution of this Agreement. Construction of the addition shall be subject to the following conditions:
 - a. The maximum allowable building footprint for the building shall be 14,730 square feet and the maximum building height shall be two stories.
 - b. Building design, style and materials for the addition shall be substantially as depicted on the building elevation submitted during site plan review.
 - c. No trees or other vegetation existing on the date of this Agreement shall be removed except as indicated in the approved addition site plan.
4. Except as amended hereby, E & F Limited Liability Company reaffirms each and every provision of the Contract Zoning Agreement, Schedule A and the First Amendment, Schedule B.
5. E & F Limited Liability Company shall record this Amendment to Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Contract Zoning Agreement this _____ day of _____, 2016.

WITNESS:

TOWN OF SCARBOROUGH

By: _____

Its: Town Manager (duly authorized by a vote of
the Scarborough Town Council on (TBD), 2016

E & F LIMITED LIABILITY COMPANY

By: _____

Frank R. Goodwin

Its: Managing Member

STATE OF MAINE

COUNTY OF CUMBERLAND

_____, 2016

Personally appeared the above named _____, in his/her capacity as Scarborough Town Manager and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE

COUNTY OF _____

_____, 2016

Personally appeared the above named Frank R. Goodwin in his capacity as Managing Member of E & F Limited Liability Company and acknowledged the foregoing instrument to be his free act and deed.

Before me,

PORTION OF MINUTES OF THE PLANNING BOARD MEETING
HELD ON MONDAY – JUNE 6, 2016

9. E & F Limited Liability Company, Land Rover Jaguar of Scarborough, request a preliminary site plan amendment review as part of contract zone modification for 371 US Route 1, Assessor's Map U39, Lot 46A

Mr. Chace explained that the applicant is before the Board to request a contract zone amendment. Mr. Chace informed the Board that the original contract zone amendment was in 1996 and allowed for an automobile dealership with outdoor display area in the B-2 district. Mr. Chace stated that the applicant wishes to expand the building from 13,370 sf to 14,370 sf.

Paul Ostrowski with Sebago Technics is representing the applicant. Mr. Ostrowski explained that the expansion will be to the front façade facing US Route 1. Mr. Ostrowski explained that the rock track will be removed.

Ryan Senatore with Ryan Senatore Architecture explained to the Board that the addition material will be a metal panel exterior to create a high quality, clean look. Mr. Senatore presented the Board with samples of the metal and the color it will be. Mr. Senatore explained that the design incorporates elements of the manufacturer's requirements as well as the Town design standards.

Mr. Fellows opened the public comment. There was no public comment

Mr. Wood stated the design looks nice aesthetically. Mr. Wood stated the removal of the rock track would clean up the site. Mr. Wood's only concern was that there are currently vehicles displayed outside the guidelines of the current contract zone agreement and that the applicant should review it.

Ms. Auglis agreed with the removal of the rock track and agreed with Mr. Wood on the review of the proper display areas.

Mr. Fellows echoed Board members sentiments and asked the applicant for a current conditions plan with future submissions. Mr. Fellows stated a positive recommendation would be made to the Council.

Mr. Fellows moved to approve the preliminary site plan application of E&F Limited Liability Company, LLC for the building addition and associated site improvements at the Land Rover/Jaguar site at 371 US Route 1 as proposed in materials submitted on their behalf by Sebago Technics. This preliminary approval shall be considered a favorable opinion to the Council in consideration of the Contract Zone Amendment. The Board recommends the Council consider adopting a modification of the Contract Zone language allowing for the use of contemporary building materials (metal) on the primary façade of the structure as such materials are otherwise prohibited on this site. Upon Council adoption of the Contract Zone modifications the applicant shall revise the site plans in accordance with staff comments and Board discussion for final review and approval.

Ms. Auglis seconded the motion.


Vote was unanimous 4-0.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 15, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-044. Move approval on the request to authorize the Town Manager to enter into an Interlocal Agreement with the Town Old Orchard Beach and the City of Westbrook for shared vehicle maintenance and repair services.

Town of Scarborough

Town Manager's Office Memorandum

To: Members of the Town Council
From: Thomas J. Hall,  Town Manager
Re: Order No. 16-044 – Interlocal Agreements
Date: June 9, 2016

Earlier this year the Town was approached by the Town of Old Orchard Beach and the City of Westbrook regarding the possibility of providing vehicle maintenance services for their fire and rescue fleets. Apparently neither Town has staff or facilities to perform this work and therefore both municipalities were paying market rates for vehicle maintenance services. With the prospect of providing these services on a contracted basis we undertook an evaluation of our existing capacity (both staff and space), evaluated the condition of their fleet and considered what it would take to offer these services. Upon further review of our capabilities, we have determined that with the addition of one new vehicle technician we are in fact capable of providing these services.

Obviously such an arrangement should not cost Scarborough taxpayers anything and in fact there should be some financial incentive for us to offer these services. Therefore, in addition to considering the cost of wages, benefits and overhead, we have included a 25% margin on top, resulting in a total hourly rate of \$55.23/hour. In addition, we will charge a 15% margin on parts costing less than \$1000 and a 10% margin for items costing more than \$1000. These rates and charges more than cover our expenses.

I have prepared Interlocal Agreement that describes the relationship and defines the mutual expectations among Parties. The form of Agreement has been reviewed and approved by the Town Attorney and I seek authorization to execute them on behalf of the Town.

Attachments: Interlocal Agreement(s) for Vehicle Maintenance and Repair- OOB and Westbrook

**INTERLOCAL AGREEMENT FOR VEHICLE MAINTENANCE AND REPAIR
BETWEEN
THE TOWN OF SCARBOROUGH
AND
THE TOWN OF OLD ORCHARD BEACH**

AGREEMENT between the Town of Scarborough, Maine, with a mailing address of 259 U.S. Route 1, PO Box 360, Scarborough, ME 04070-0360 ("Scarborough") and the Town of Old Orchard Beach with a mailing address of 1 Portland Ave, Old Orchard Beach, ME 04064 ("OOB"), collectively ("the Parties"), as follows:

WHEREAS, Scarborough has the means and capacity to provide VEHICLE MAINTENANCE AND REPAIR SERVICES to OOB's Fire and Rescue fleet; and

WHEREAS, OOB wishes to contract with Scarborough for the provision of VEHICLE MAINTENANCE AND REPAIR SERVICES; and

WHEREAS, OOB and Scarborough are duly authorized to enter into Inter-local Agreements pursuant to 30-A M.R.S.A. §2201-2207; and

NOW THEREFORE, in consideration of the promises and the covenants set forth herein, the Parties agree as follows:

1. Services to be provided:

Scarborough will furnish the qualified personnel and all necessary facilities and materials to provide Vehicle Maintenance and Repair Services to OOB as more fully described in **Attachment A**.

2. Term:

The initial term of this Agreement shall commence on **July 1, 2016** and end on **June 30, 2017**; and thereafter, this Agreement shall be automatically renewed without affirmative action by the Parties for successive one-year periods, each July 1st – June 30th, or until notice of termination as set forth in this Agreement is otherwise given. This Agreement may be extended for future additional terms by the mutual consent of the Parties. Such extensions shall be the subject of formal approvals by both Parties in writing and shall include additional terms and conditions of such extension(s), including, but not limited to, changes in the annual fees or levels of service related to the provision of Vehicle Maintenance and Repair Services.

3. Payments for Services

Payments for services will be based on actual hourly and benefits costs and related overhead expenses as detailed in **Attachment B**. During the first year of the contract the regular hourly rate for services shall be \$55.23 and the overtime hourly rate shall be \$82.85. Thereafter, the hourly rate will increase annually by a minimum of 3% on July 1st of each year.

Repair and maintenance parts costing *less than \$1000.00* will be sold at cost plus 15%. Parts costing *more than \$1,000.00* will be sold at cost plus 10%.

Scarborough will issue invoices on a monthly basis. Payment is due within thirty (30) days from the receipt of the invoice.

4. Scarborough's Supervisory Responsibilities:

Scarborough shall assume sole responsibility for the supervision and the performance of the Scarborough personnel who provide Vehicle maintenance and Repair Services.

5. Limitations on Waiver:

The Parties shall not be deemed to have waived any provisions of this Agreement unless expressed in writing and signed by the waiving Party. The Parties agree that they shall not assert any action relating to the Agreement that any waiver occurred between the Parties that is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms and provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party or anyone or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

6. Termination of Agreement:

A. In the event of Breach.

Each Party shall have the right to terminate this Agreement in the event of a material breach or default by the other Party of the other Party's obligations hereunder that is not cured within thirty (30) days from the date of receipt by the breaching Party of written notice of such breach from the non-breaching Party. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the breaching Party shall have such additional time (not to exceed 30 additional days) as may be necessary to cure the breach or default, provided the breaching

Party has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

B. At the convenience of the Parties.

This agreement may be terminated by either Party for convenience by notifying the other Party in writing at least six (6) months prior to the date of termination. Between the time of notice and the date of termination.

7. Indemnity, Immunity, and Insurance:

- A. The parties shall share this Agreement with their respective insurers to ensure that it conforms to each community's insurance requirements, policy limits and coverages, and the Parties in good faith thereafter agree to execute such reasonable amendments to this Agreement required by their insurers. The Parties shall be named as an Additional Insured on each other policy.
- B. Subject to and without waiver of the limitations and protections under the Maine Tort Claims Act, 14 M.R.S.A., Sec 8101 et seq., each Party shall indemnify and hold harmless the other from any and all liability, loss or damage arising out of the Party's performance or failure to perform any of its obligations set forth in this Agreement.
- C. The Parties further agree to defend any claims brought or actions filed against the other Party with respect to the Party's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

8. Maintenance of Records:

Scarborough shall maintain records pertaining to maintenance and repairs made to each vehicle. Documentation will be retained in the Cityworks software used by Scarborough Public Works. Information will be made available at the request of OOB staff.

9. Governing Law and Severability:

This Agreement shall be governed by and interpreted under the laws of the State of Maine. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

10. Entire Agreement- Full Terms and Amendment:

This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein and may only be amended in writing agreed by both Parties.

11. Costs Associated with Disputes:

In the event of a dispute between the Parties under this Agreement, each Party shall be solely responsible for its own expenses, costs, and attorney fees.

12. Ongoing Oversight of Agreement:

Once authorized by the respective Town Councils, the Town Managers of the Parties shall execute this Agreement and shall serve as the joint body responsible for the oversight and ongoing administration of this Agreement.

13. Filing of Copies of Executed Agreement:

Upon the execution of this Agreement, each Party shall provide a copy to their respective Clerks, and also file a copy with the Maine Secretary of State in accordance with 30A M.R.S.A Sec. 2204.

WHEREFORE, the Parties, after duly processing the required procedures and voting to approve this Agreement, have authorized and directed their Town Managers to execute this Agreement on each respective Party's behalf on the dates set forth below:

TOWN OF SCARBOROUGH

Dated: _____

By: Thomas J. Hall, Town Manager

TOWN OF OLD ORCHARD BEACH

Dated: _____

By: Larry S. Mead, Town Manager

SPECIFICATIONS OF SERVICES TO BE PERFORMED

1. Scarborough agrees to provide facilities, equipment and personnel to adequately service Fire & Rescue Fleet of equipment.
2. Scarborough will provide an administrator responsible for scheduling vehicle maintenance repair, out-sourcing, new equipment set-ups, and warranty work. The administrator will also be responsible for coordinating parts & supplies, cost structuring, and monthly billing.
3. Scarborough will be responsible for all related record-keeping & reporting. Scarborough will provide OOB with maintenance backup documentation upon request.
4. Scarborough will provide 24-hour emergency service for vehicles being actively serviced.
5. Scarborough will initiate annual review of contract and advise annual cost increases in a timely manner.
6. Initial Inventory of the OOB Fire and Rescue Fleet for which services under this Agreement will be rendered shall include:

OOB UNIT #	SPW ID #	DESCRIPTION	YEAR	MAKE	MODEL
Car 1	FGC41351	Chief's Car	2015	Ford	Utility
70	TH372512	Command Post	1996	International	Bus
71	G1003047	Tower Truck	2016	Sutphen	SPH100
72	7CST2046	Pumper	2007	Seagraves	1500
73	RL671399	Pumper	1995	Central States	FL-80
74	EDA21983	Rescue	2014	Ford	E-350
75	ADA06505	Rescue	2010	Ford	E-350
77	FF584662	Pick Up Truck	2015	Chevy	3500
79	WE226417	Surf Rescue	1998	Chevy	1500

CONTRACTED VEHICLE MAINTENANCE - HOURLY RATE WORKSHEET

Based on full-time, 2,080 hours annually.

WAGES & BENEFITS		RATE
Base hourly wage		\$24.97
FICA		1.54
Medicare		.36
Family Medical		5.42
Family Dental		.14
Retirement		3.22
LTD		.13
TOTAL HOURLY RATE		\$35.78
MISCELLANEOUS OVERHEAD		
Stipends, Uniforms, PPE, Compliance Testing, Training		\$1.30
Fully-Loaded Cost for 2,000 Sq.Ft. Workbay		\$2.00
Administrative Costs: Scheduling, Warranty Oversight, Cityworks Reporting, Etc.		\$5.10
TOTAL MISCELLANEOUS OVERHEAD		\$8.40

(Wages + Overhead + 25% Margin)

RATE = \$55.23/Hr.

To recoup costs associated with parts procurement and inventory management a 15% margin will be assessed to items costing \$1,000.00 or less. Parts over \$1,000.00 will be billed at cost plus 10%.

**INTERLOCAL AGREEMENT FOR VEHICLE MAINTENANCE AND REPAIR
BETWEEN
THE TOWN OF SCARBOROUGH
AND
THE CITY OF WESTBROOK**

AGREEMENT between the Town of Scarborough, Maine, with a mailing address of 259 U.S. Route 1, PO Box 360, Scarborough, ME 04070-0360 ("Scarborough") and the City of Westbrook with a mailing address of 2 York Street, Westbrook, ME 04092 ("Westbrook"), collectively ("the Parties"), as follows:

WHEREAS, Scarborough has the means and capacity to provide VEHICLE MAINTENANCE AND REPAIR SERVICES to Westbrook's Fire and Rescue fleet; and

WHEREAS, Westbrook wishes to contract with Scarborough for the provision of VEHICLE MAINTENANCE AND REPAIR SERVICES; and

WHEREAS, Westbrook and Scarborough are duly authorized to enter into Inter-local Agreements pursuant to 30-A M.R.S.A. §2201-2207; and

NOW THEREFORE, in consideration of the promises and the covenants set forth herein, the Parties agree as follows:

1. Services to be provided:

Scarborough will furnish the qualified personnel and all necessary facilities and materials to provide Vehicle Maintenance and Repair Services to Westbrook as more fully described in **Attachment A**.

2. Term:

The initial term of this Agreement shall commence on **July 1, 2016** and end on **June 30, 2017**; and thereafter, this Agreement shall be automatically renewed without affirmative action by the Parties for successive one-year periods, each July 1st – June 30th, or until notice of termination as set forth in this Agreement is otherwise given. This Agreement may be extended for future additional terms by the mutual consent of the Parties. Such extensions shall be the subject of formal approvals by both Parties in writing and shall include additional terms and conditions of such extension(s), including, but not limited to, changes in the annual fees or levels of service related to the provision of Vehicle Maintenance and Repair Services.

3. Payments for Services

Payments for services will be based on actual hourly and benefits costs and related overhead expenses as detailed in **Attachment B**. During the first year of the contract the regular hourly rate for services shall be \$55.23 and the overtime hourly rate shall be \$82.85. Thereafter, the hourly rate will increase annually by a minimum of 3% on July 1st of each year.

Repair and maintenance parts costing *less than \$1000.00* will be sold at cost plus 15%. Parts costing *more than \$1,000.00* will be sold at cost plus 10%.

Scarborough will issue invoices on a monthly basis. Payment is due within thirty (30) days from the receipt of the invoice.

4. Scarborough's Supervisory Responsibilities:

Scarborough shall assume sole responsibility for the supervision and the performance of the Scarborough personnel who provide Vehicle maintenance and Repair Services.

5. Limitations on Waiver:

The Parties shall not be deemed to have waived any provisions of this Agreement unless expressed in writing and signed by the waiving Party. The Parties agree that they shall not assert any action relating to the Agreement that any waiver occurred between the Parties that is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms and provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party or anyone or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

6. Termination of Agreement:

A. In the event of Breach.

Each Party shall have the right to terminate this Agreement in the event of a material breach or default by the other Party of the other Party's obligations hereunder that is not cured within thirty (30) days from the date of receipt by the breaching Party of written notice of such breach from the non-breaching Party. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the breaching Party shall have such additional time (not to exceed 30 additional days) as may be necessary to cure the breach or default, provided the breaching

Party has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

B. At the convenience of the Parties.

This agreement may be terminated by either Party for convenience by notifying the other Party in writing at least six (6) months prior to the date of termination. Between the time of notice and the date of termination.

7. Indemnity, Immunity, and Insurance:

- A. The parties shall share this Agreement with their respective insurers to ensure that it conforms to each community's insurance requirements, policy limits and coverages, and the Parties in good faith thereafter agree to execute such reasonable amendments to this Agreement required by their insurers. The Parties shall be named as an Additional Insured on each other policy.
- B. Subject to and without waiver of the limitations and protections under the Maine Tort Claims Act, 14 M.R.S.A., Sec 8101 et seq., each Party shall indemnify and hold harmless the other from any and all liability, loss or damage arising out of the Party's performance or failure to perform any of its obligations set forth in this Agreement.
- C. The Parties further agree to defend any claims brought or actions filed against the other Party with respect to the Party's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

8. Maintenance of Records:

Scarborough shall maintain records pertaining to maintenance and repairs made to each vehicle. Documentation will be retained in the Cityworks software used by Scarborough Public Works. Information will be made available at the request of Westbrook staff.

9. Governing Law and Severability:

This Agreement shall be governed by and interpreted under the laws of the State of Maine. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

10. Entire Agreement- Full Terms and Amendment:

This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein and may only be amended in writing agreed by both Parties.

11. Costs Associated with Disputes:

In the event of a dispute between the Parties under this Agreement, each Party shall be solely responsible for its own expenses, costs, and attorney fees.

12. Ongoing Oversight of Agreement:

Once authorized by the respective Town Councils, the Town Managers of the Parties shall execute this Agreement and shall serve as the joint body responsible for the oversight and ongoing administration of this Agreement.

13. Filing of Copies of Executed Agreement:

Upon the execution of this Agreement, each Party shall provide a copy to their respective Clerks, and also file a copy with the Maine Secretary of State in accordance with 30A M.R.S.A Sec. 2204.

WHEREFORE, the Parties, after duly processing the required procedures and voting to approve this Agreement, have authorized and directed their Town Managers to execute this Agreement on each respective Party's behalf on the dates set forth below:

TOWN OF SCARBOROUGH

Dated: _____

By: Thomas J. Hall, Town Manager

CITY OF WESTBROOK

Dated: _____

By: Jerre Bryant, City Administrator

SPECIFICATIONS OF SERVICES TO BE PERFORMED

1. Scarborough agrees to provide facilities, equipment and personnel to adequately service Fire & Rescue Fleet of equipment.
2. Scarborough will provide an administrator responsible for scheduling vehicle maintenance repair, out-sourcing, new equipment set-ups, and warranty work. The administrator will also be responsible for coordinating parts & supplies, cost structuring, and monthly billing.
3. Scarborough will be responsible for all related record-keeping & reporting. Scarborough will provide Westbrook with maintenance backup documentation upon request.
4. Scarborough will provide 24-hour emergency service for vehicles being actively serviced.
5. Scarborough to initiate annual review of contract and advise annual cost increases in a timely manner.
6. Initial Inventory of the Westbrook Fire and Rescue Fleet for which services under this Agreement will be rendered shall include:

Westbrook Unit	SPW ID #	DESCRIPTION	YEAR	MAKE	ODOMETER
		Engine 1	1991	KME	9,000 Hours
		Engine 2	1997	FERRARA	7,100 Hours
		Engine 3	2014	PIERCE	578 Hours
		Engine 4	2004	E-ONE	8,397 Hours
		Rescue 1	2012	FORD E 450	2,400 Hours
		Rescue 2	2011	CHEVY G3500	5,700 Hours
		Rescue 3	2008	FORD E 350	8,398 Hours
		Unit 1	2015	FORD UTILITY	7,500 Miles
		Unit 2	2016	FORD UTILITY	New
		Unit 3	2005	FORD EXPLORER	100,000+ Miles
		Traffic 5	2002	GMC ¾-TON VAN	58,000 Miles
		Unit 6	2005	FORD F150 PICKUP	40,000 Miles
		Unit 7	2001	GMC 2500 PICKUP	60,000 Miles
		Squad 1	2005	HACKNEY SPARTAN	1,767 Hours

CONTRACTED VEHICLE MAINTENANCE - HOURLY RATE WORKSHEET

Based on full-time, 2,080 hours annually.

WAGES & BENEFITS	RATE
Base hourly wage	\$24.97
FICA	1.54
Medicare	.36
Family Medical	5.42
Family Dental	.14
Retirement	3.22
LTD	.13
TOTAL HOURLY RATE	\$35.78
MISCELLANEOUS OVERHEAD	
Stipends, Uniforms, PPE, Compliance Testing, Training	\$1.30
Fully-Loaded Cost for 2,000 Sq.Ft. Workbay	\$2.00
Administrative Costs: Scheduling, Warranty Oversight, Cityworks Reporting, Etc.	\$5.10
TOTAL MISCELLANEOUS OVERHEAD	\$8.40

(Wages + Overhead + 25% Margin)

RATE = \$55.23/Hr.

To recoup costs associated with parts procurement and inventory management a 15% margin will be assessed to items costing \$1,000.00 or less. Parts over \$1,000.00 will be billed at cost plus 10%.


AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 15, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-045. Move approval on the request to authorize the Town Manager to enter into a License Agreement for use of the Town's Parking lot at Pine Point [Hurd Park] for overflow parking by Bayley's Lobster Pound.

Town of Scarborough

Town Manager's Office Memorandum

To: Members of the Town Council

From: Thomas J. Hall,  Town Manager

Re: Order No. 16-045 – License Agreement – Hurd Park Parking

Date: June 9, 2016

The Town has been approached by Bayley's Lobster Pound regarding their need for additional parking in the evening hours during the summer months. With the opening of the pier last season and therefore additional seating capacity, they anticipate challenges to accommodate their patrons, particularly in the evening hours. Their operation is on the corner of Avenue 6 and Jones Creek Drive and is one block from the public parking lot at Hurd Park and given this proximity they have expressed interest in using some spaces in the lot.

The reality of the situation is that parking is free after 5:00 PM so their patrons can park in the lot already. However, as a convenience to their patrons they would like to offer valet parking services. We have negotiated an arrangement whereby there will not be designated spaces and not exclusive use. Further, we have negotiated a \$2000 seasonal rate.

I propose the use of License Agreement to memorialize the relationship as it provides far more control to for the Town than would a conventional lease agreement. The Town Attorney has reviewed and approves of the proposed form of agreement.

I do not see any downside to this deal in that there is typically ample parking in the evening and parking is already allowed. Additionally, there is precedent for a similar agreement with the Higgins Beach Inn. Lastly, I see this as an opportunity to raise some money, support a local business and alleviate potential parking problems in the neighborhood. I recommend approval of this item.

PARKING LICENSE AGREEMENT

SEASONAL USE OF UNDESIGNATED PARKING SPACES AT HURD PARK

This Parking License Agreement ("License") is made as of the ____ day of June, 2016 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 **BAYLEY'S LOBSTER POUND INC.**, a corporation organized under the laws of the State of Maine, with a place of business at 9 Avenue Six, Scarborough, Maine 04074 ("Licensee").

WITNESSETH:

- 1. LICENSED SPACES:** Town does hereby license to Licensee the use of undesignated parking spaces located in the Hurd Park Parking Lot in the Town of Scarborough.
- 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, 2016 and thereafter seasonal use shall be for the period from May 15th – September 15th of each year.
- 3. CONSIDERATION:** Licensee shall pay Town the sum of Two Thousand Dollars (\$2,000) yearly, payable initially upon execution of this Agreement and thereafter on or before July 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 parking after 5:00 PM and to dusk only to its guests and patrons and such parking shall be by valet only. Licensee may charge and retain reasonable fees for parking in the event Licensee shall decide to do so. Unless otherwise provided herein, all existing rules and regulations governing Hurd Park remain in full force and effect. No overnight parking is allowed.
- 5. MAINTENANCE AND SIGNAGE:** Space shall not be designated and therefore Licensee may not post signage or otherwise designate the spaces for its exclusive use. Town shall provide maintenance of the 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 evidencing coverage for this use, 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 upon 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 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 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

BAYLEY'S LOBSTER POUND INC.

By: Susan Bayley

Its: _____

WITNESS

TOWN OF SCARBOROUGH

By: Thomas J. Hall

Its: Town Manager, duly authorized

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 15, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-046. Move approval on the request to authorize the Town Manager to sign a Quit Claim Deed on property located at 362 Payne Road relating to an old tax lien from 1938.

Town of Scarborough

Town Manager's Office Memorandum

To: Members of the Town Council

From: Thomas J. Hall, Town Manager

Re: Order No. 16-046 – Quit Claim Deed, 362 Payne Road

Date: June 9, 2016

The property located at 362 Payne Road (Map RO38, Lot 004) is under contract for sale. Upon an inspection of the title and research at the Registry of Deeds it has been identified that the Town has a tax lien on the property that was filed in 1938 for a total value of \$8.97. We strongly suspect that payment was received at some point and that the Town failed to release the lien, but we do not have copies of receipts that far back in history. In an effort to clear the title and ready it for sale, the property owner has requested that we remove the lien. After consultation with the Town Attorney, we have determined that issuing a Quit Claim Deed is the best method given that there have been multiple owners of the property through the years.

Given the fact that the Town is likely at fault for not releasing the lien when it was satisfied and the de-minimis amount, I recommend approval of this item.

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS THAT the Town of Scarborough, a body corporate and politic located in Cumberland County, State of Maine, for consideration paid, releases to Niles C. Clarke and Caroline B. Clarke, whose mailing address is 362 Payne Rd., Scarborough, ME 04074 the Town's interest in a certain parcel of land with buildings thereon, if any, located at 362 Payne Road in the Town of Scarborough, Cumberland County, State of Maine, identified as Map R038/Lot 004 on the Tax Maps of the Town of Scarborough, dated April 1, 2015 and on file in the Town of Scarborough Town Hall in Scarborough, Maine.

The Town of Scarborough has acquired its interest in said parcel of land through tax lien deed dated February 14, 1938 and recorded in Book 1621, Page 1 of the Cumberland County Registry of Deeds.

The Town of Scarborough has caused this instrument to be signed in its corporate name by Thomas Hall, its Town Manager, duly authorized this 16th day of June, 2016.

WITNESS:

TOWN OF SCARBOROUGH

Print name:

By: _____

Thomas Hall
Its Town Manager

State of Maine
County of Cumberland, ss.

June 16, 2016

PERSONALLY APPEARED the above-named Thomas Hall, Town Manager of the Town of Scarborough, Maine, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.

Before me,

Notary Public/Attorney at Law

(Print Name)

My commission expires:

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 15, 2016
REGULAR MEETING – 7:00 P.M.

Order No. 16-047. Move approval on the request from the Town Clerk to certify the results of the School Budget Validation Referendum Election.