

**AGENDA  
SCARBOROUGH TOWN COUNCIL  
WEDNESDAY – NOVEMBER 16, 2016  
TOWN COUNCIL WORKSHOP ON FIREWORKS ORDINANCE 6:15 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: November 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.]

**Order No. 16-067, 7:00 p.m. Public hearing** and second reading on the proposed amendments to the Town of Scarborough Official Zoning Map to rezone property located at 79 Mussey Road from B-3 [Business] and VR-2 [Village Residential] to TVC-3 [Town and Village Center]. [*Long Range Planning Committee*]

**OLD BUSINESS:** None at this time.

**NEW BUSINESS:**

**Order No. 16-072.** 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. [*Town Manager*]

**Order No. 16-073.** Act to authorize the Town Manager to enter into an Inter-local Agreement with the Town of Hollis for shared vehicle maintenance and repair services. [*Town Manager*]

**Order No. 16-074.** Act on the request from Maine Farmland Trust to the Town Council to amend the Agricultural Easement [approved on September 1, 2010] on the property known as the Firth Farm located on Ash Swamp Road to allow new infrastructure to support the farm operation. [*Town Manager*]

**Order No. 16-075.** Act on the request to certify the results of the Municipal Elections that were held on Tuesday, November 8, 2016. [*Town Clerk*]

- 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 – NOVEMBER 16, 2016**  
**REGULAR MEETING – 7:00 P.M.**

**Order No. 16-067.** Move approval of the second reading on the proposed amendments to the Town of Scarborough Official Zoning Map to rezone property located at 79 Mussey Road from B-3 [Business] and VR-2 [Village Residential] to TVC-3 [Town and Village Center]. [*Long Range Planning Committee*]

*Long Range Planning Committee*

---

Sponsor

*10/19/16      6 Yeas*

---

First Reading/Vote

*Ought to Pass*

---

Recommendation

*11/16/16*

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Second Reading/Final Approval/Vote

**Proposed Amendment to the Town of Scarborough  
Official Zoning Map for the Parcels at 79 Mussey Rd  
Dated 10-14-16**

Proposed as TVC3

**Legend**



Parcels



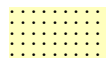
B2 - Regional Business



B3 - General Business



TVC3 - Town and Village Centers Fringe



VR2 - Village Residential 2



RISBARA PROPERTIES, LLC  
PO BOX 485  
SCARBOROUGH, ME 04070-0485  
207-883-5528

Tom Hall  
Manager  
Town of Scarborough  
PO Box 360  
Scarborough, Maine 04070-0360

October 6, 2016

**Town Council Review**  
**Rezone Request Heirs of Eugene Carrier parcels**  
**79 Mussey Road Assessor's Map 55, Lots 18 & 19**  
**Risbara Properties LLC**

Dear Tom,

We have prepared the enclosed exhibits which show a proposed rezone of land now owned by the heirs of Eugene Carrier at 79 Mussey Road. The parcel consists of two lots, and are shown on tax map 55, lots 18 & 19. The lots currently have three zones on them, B-3, TVC-3, and VR-2. The property is currently under contract to be sold to Risbara Properties LLC.

We would appreciate your placement of this item on the Town Council's upcoming October 19, 2016 agenda for discussion. At that meeting we would like to discuss the possibility of the parcel being rezoned so that it is all one zone. We are interested in it becoming all TVC-3.

The property fronts on Mussey road, with approximately 881' of frontage, and in total is approximately 11.10 acres in size. Across Mussey to the north there are some commercial buildings in the B-3 zone. To the east the property abuts single family homes on Honan Road. Honan road has about 10 homes and is partly in the TVC3 zone and partly in the VR-2 zone. To the rear, which is south, the property abuts a large undeveloped parcel which is currently zoned VR-2. To the west, the parcel abuts an older single family home style structure, currently zoned B-3 and being used for a business.

The parcel has access to water, sewer and natural gas utilities, and given its location on Mussey Road appears to be a perfectly suited multifamily site to us. Unfortunately the



site has a significant amount of wetland on the parcel that fronts on Mussey Road that is currently zoned TVC-3, so the useable TVC-3 area is very small. The area that is currently B-3 is not large, and has a stream along one side which impedes its usefulness as a commercial site. The area that is currently VR-2 is somewhat oddly shaped and would not yield enough single family house lots to warrant an extension of Honan Road to make development in that manner feasible.

Our intention with the property should it be rezoned all TVC-3 would be to build a 72 unit apartment project. The buildings would be built in a similar manner and style as our units in Westbrook off Spring Street. They would be market rate units, with 36 of them being one bedroom, 36 being two bedroom. The buildings are a three story design, and contain 12 units per building, with one side of the building having 6 one bedroom units and the other side having 6 two bedroom units.

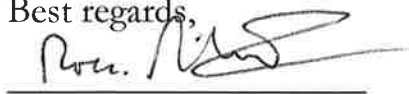
We presented this to the Long range Planning Committee at their September 16, 2016 meeting, and at that meeting we received a favorable opinion from them. It was suggested at that meeting that we have a neighborhood meeting to alert the neighbors of our request for a zone change and to gather information and feedback from them.

On October 5, 2016 we held a neighborhood meeting at the Scarborough Free Baptist Church, at 55 Mussey road. We had sent letters of invitation to all property addresses within 500' feet of our proposed project. This amounted to 31 invitations. We had 22 people attend the meeting, which lasted approximately 1 hour and 15 minutes. At the meeting we presented to the attendees survey plans, wetland mapping plans and zoning maps showing current and proposed zoning as well as a concept plan for our proposed 72 unit apartment project. The attendees asked questions which we did our best to answer and provided comments and feedback. In general all were in favor of the change and of our project. At this point we feel very comfortable in asking the council to grant this zone change.

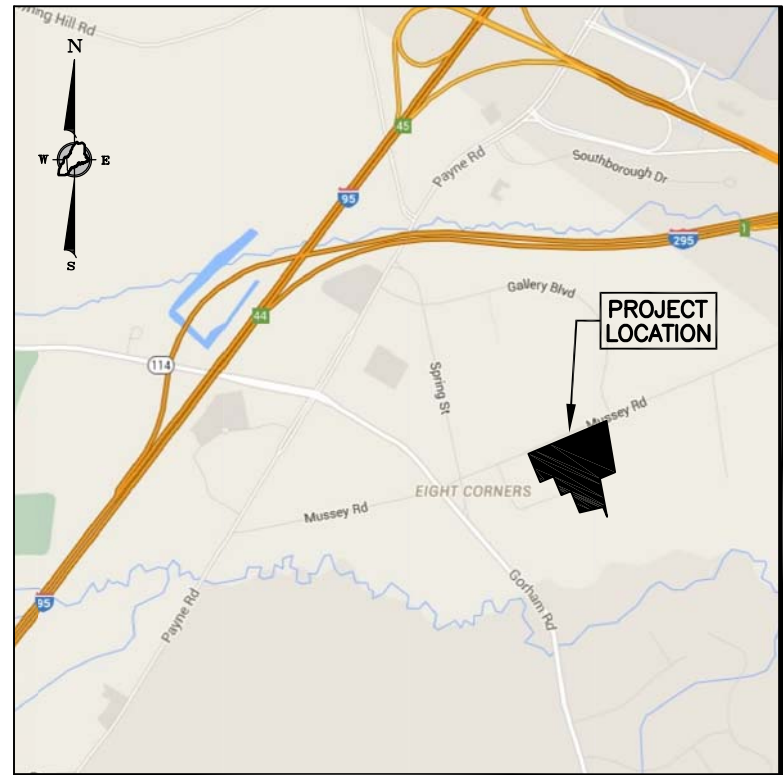
Enclosed are copies of the survey plan showing the property, a plan showing the existing zoning on our site, a copy of the tax map showing existing zoning of our site and the surrounding area, and a plan showing our proposed apartment project.

We look forward to meeting with you and the Town Council to discuss our proposal.

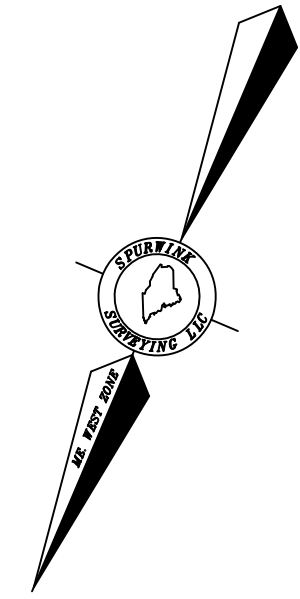
Best regards,

A handwritten signature in black ink, appearing to read "Rocco C. Risbara III", written over a horizontal line.

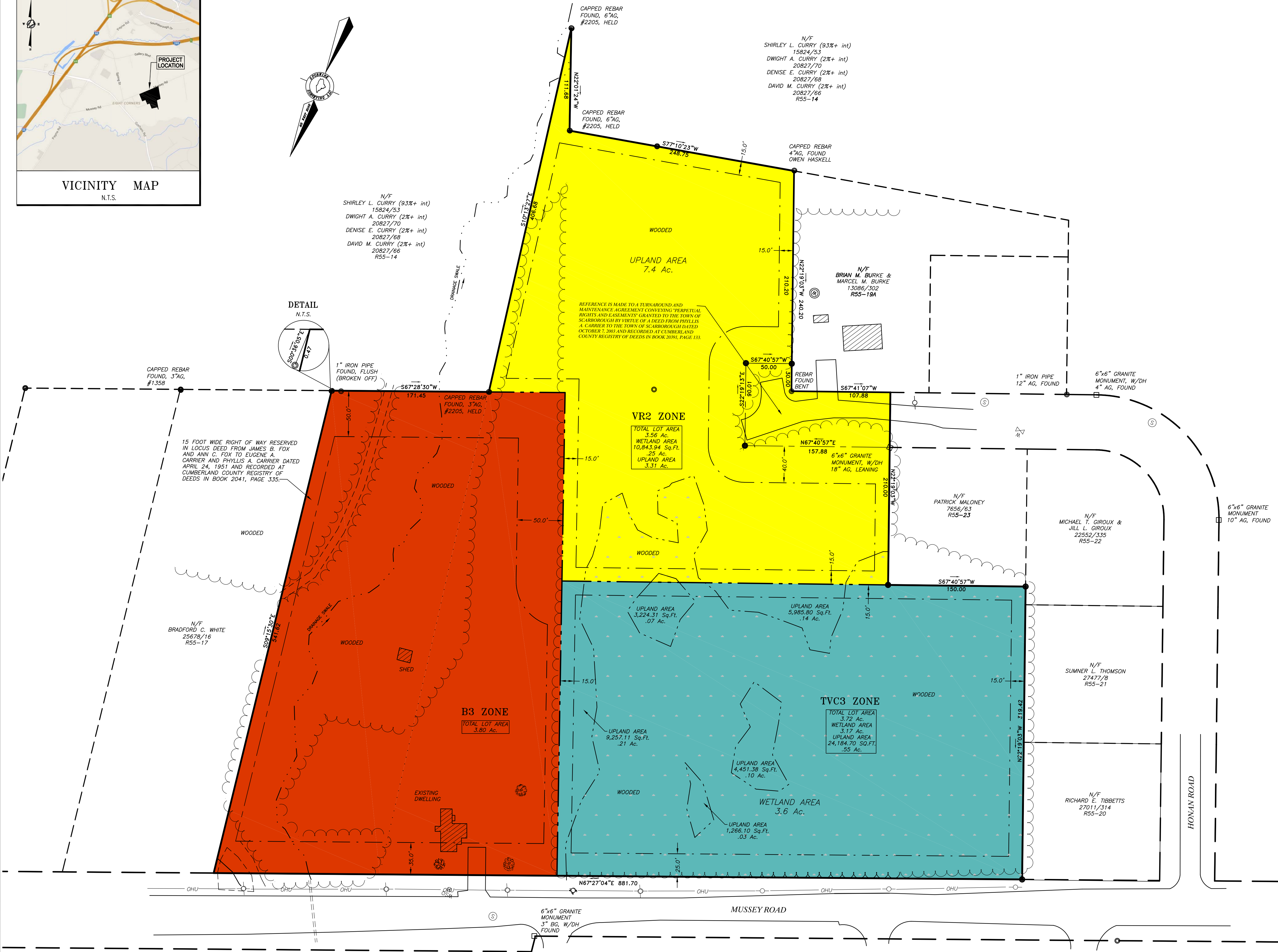
Rocco C. Risbara III



VICINITY MAP  
N.T.S.



DETAIL  
N.T.S.



## LEGEND

- #5 REBAR WITH PLASTIC CAP (PROPOSED)
- GRANITE MONUMENT WITH PLASTIC CAP (PROPOSED)  
( PROPOSED MONUMENTATION SHOWN ON THIS SURVEY PLAT MAY OR MAY NOT BE SET BY NCS, INC. AND IF SO WILL BE DONE UPON CLIENT AUTHORIZATION )
- FOUND IRON (SIZE & TYPE AS NOTED)
- FOUND MONUMENT (SIZE & TYPE AS NOTED)
- FOUND DRILL HOLE
- SOIL TEST PIT
- UTILITY POLE (NUMBER AS NOTED)
- GUY WIRE ANCHOR
- FOUND BLAZE ON TREE
- FOUND DECIDUOUS TREE (SIZE & TYPE AS NOTED)
- FOUND CONIFEROUS TREE (SIZE & TYPE AS NOTED)
- TREE LINE (APPROXIMATE)
- STONEWALL
- BOUNDARY LINE
- EASEMENT LINE
- EDGE OF WATER
- EDGE OF GRAVEL
- EDGE OF PAVEMENT
- RIGHT-OF-WAY LINE
- ABUTTER LINE
- BUILDING SETBACK
- OVERHEAD UTILITY
- NOW OR FORMERLY OWNED BY  
DEED BOOK AND PAGE (..CRD)
- TAX MAP-LOT  
(123.45)
- PARENTHESES DENOTE RECORD DATA
- TIE COURSE

## NOTES

- RECORD OWNERSHIP OF THE PARCELS SURVEYED CAN BE FOUND IN DEEDS FROM JAMES B. FOX AND ANNA C. FOX TO EUGENE A. CARRIER AND PHYLLIS A. CARRIER BY DEED DATED APRIL 25, 1951 AND RECORDED AT CRD IN DEED BOOK 2041, PAGE 335 AND FROM PHYLLIS A. CARRIER TO EUGENE A. CARRIER A. CARRIER AND PHYLLIS A. CARRIER BY DEED DATED MAY 19, 2010 AND RECORDED AT CRD IN DEED BOOK 277789, PAGE 268.
- THE PARCELS SURVEYED ARE IDENTIFIED ON THE TOWN OF SCARBOROUGH TAX ASSESSORS MAP 55, PARCELS 18 AND 19.
- THE BEARINGS SHOWN ON THIS PLAN ARE BASED ON THE MAINE STATE COORDINATE SYSTEM.
- REFERENCE IS MADE TO THE FOLLOWING PLANS:  
a. "BOUNDARY SURVEY, 79 MUSSEY ROAD, SCARBOROUGH, MAINE" PREPARED BY SPURWINK SURVEYING LLC, DATED NOVEMBER 20, 2015.
- THE WIDTH OF MUSSEY ROAD IS 35' BASED ON PLAN REFERENCE 4g. THE LAYOUT OF THE RIGHT-OF-WAY LIMITS IS BASED ON PLAN REFERENCE 4g.
- THE PARCEL SURVEYED IS LOCATED IN THE:  
TVC3 ZONE = 162,300 S.F. OR 3.73 ACRES  
B3 ZONE = 165,776 S.F. OR 3.81 ACRES  
VR2 ZONE = 155,275 S.F. OR 3.56 ACRES; MINUS RIGHT OF WAY = 144,301 S.F. OR 3.31 ACRES  
THE COMBINED PARCELS CONTAIN 483,351 S.F. OR 11.10 ACRES
- THE UTILITIES SHOWN ON THIS PLAN WERE FROM FIELD OBSERVATION ONLY. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.

| Revision:  | By:  | Date:                | Change:            |
|--|--|----------------------|--------------------|
| PROJECT: 40964   | DRAWING NAME: 40964-PRELIMINARY BOUNDARY.DWG |                      |                    |
| DATE: SEPT. 1, 2016  | SCALE: 1"=50'                                | FB # NO              | DRAWN BY: INITIALS |
| FIELDED BY: INITIALS   | FIELD DATE: F. DATE                          | CHECKED BY: INITIALS |                    |
| Drawing Name and Location:<br><b>PRELIMINARY BOUNDARY SURVEY</b><br>79 MUSSEY ROAD, SCARBOROUGH, MAINE 04074 |  |                      |                    |
| Owner:<br><b>EUGENE CARRIER HEIRS</b><br>79 MUSSEY ROAD, SCARBOROUGH, MAINE 04074                            |  |                      |                    |
| Prepared For:<br><b>RISBARA BROS. CONSTRUCTION CO., INC.</b><br>197 US ROUTE 1, SCARBOROUGH, MAINE 04074     |  |                      |                    |



SURVEYING • ENGINEERING • LAND PLANNING  
**Northeast Civil Solutions**  
INCORPORATED  
381 PAYNE ROAD, SCARBOROUGH, MAINE 04074

tel 207.883.1000 fax 207.883.1001  
800.882.2227 info@northeastcivilsolutions.com  
www.northeastcivilsolutions.com

0 50 100 200'

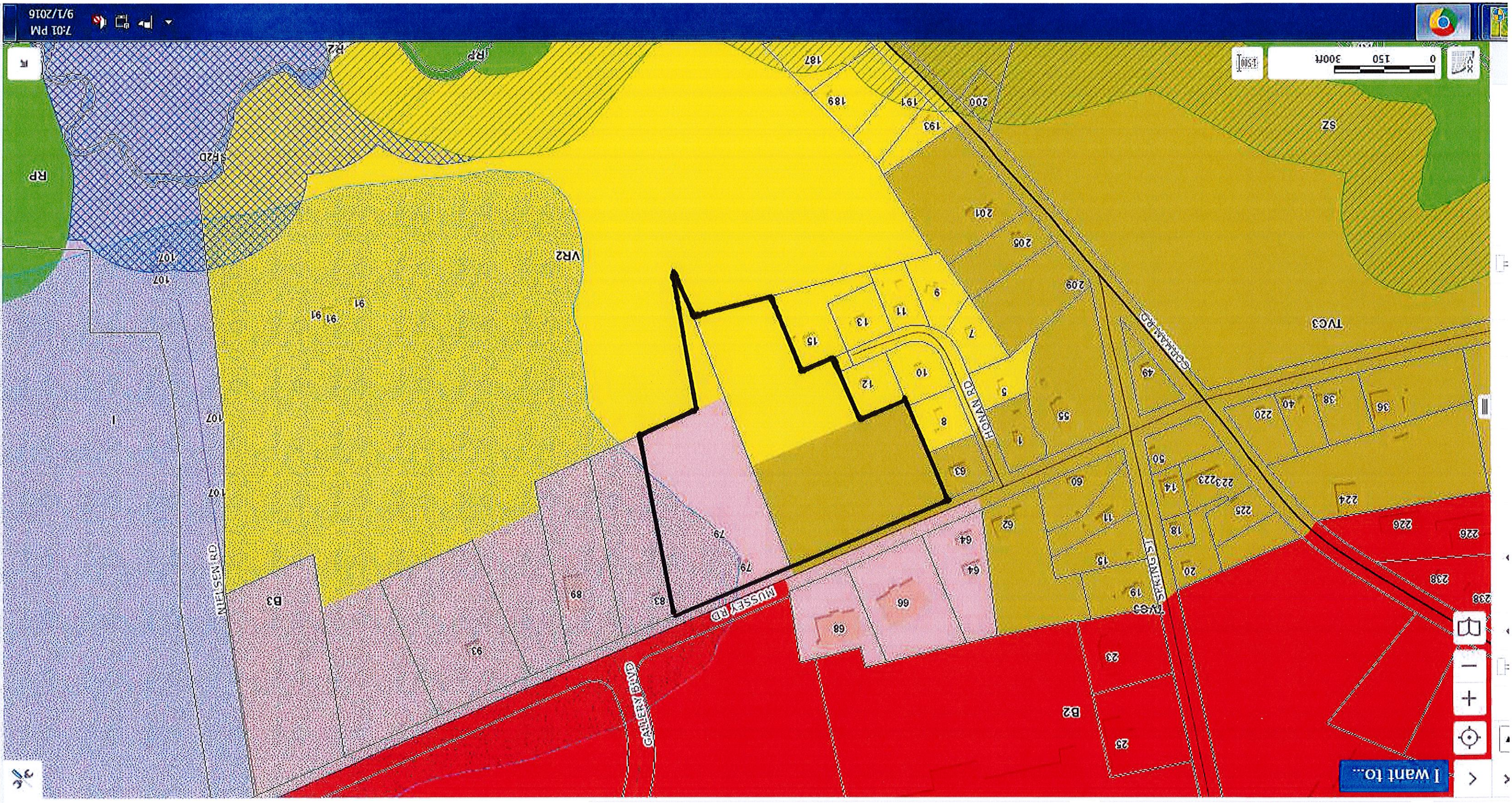
## STAMP AND SIGNATURE

*Preliminary*

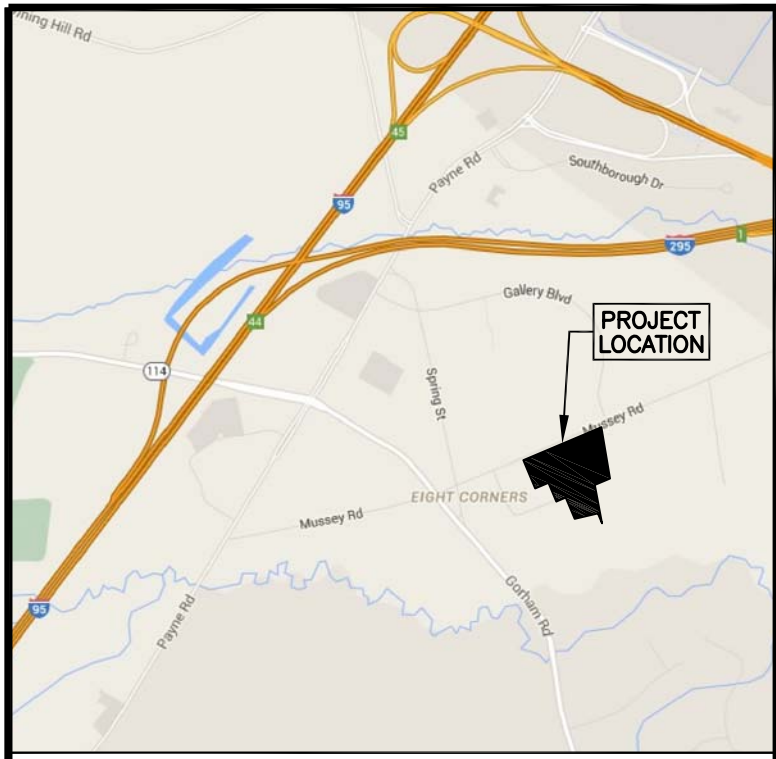
TROY F. McDONALD  
MAINE PROFESSIONAL LAND SURVEYOR No. 2080

DATE

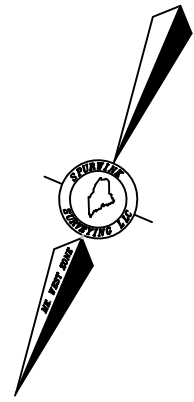
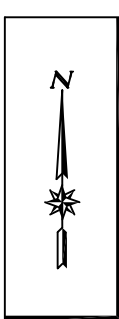




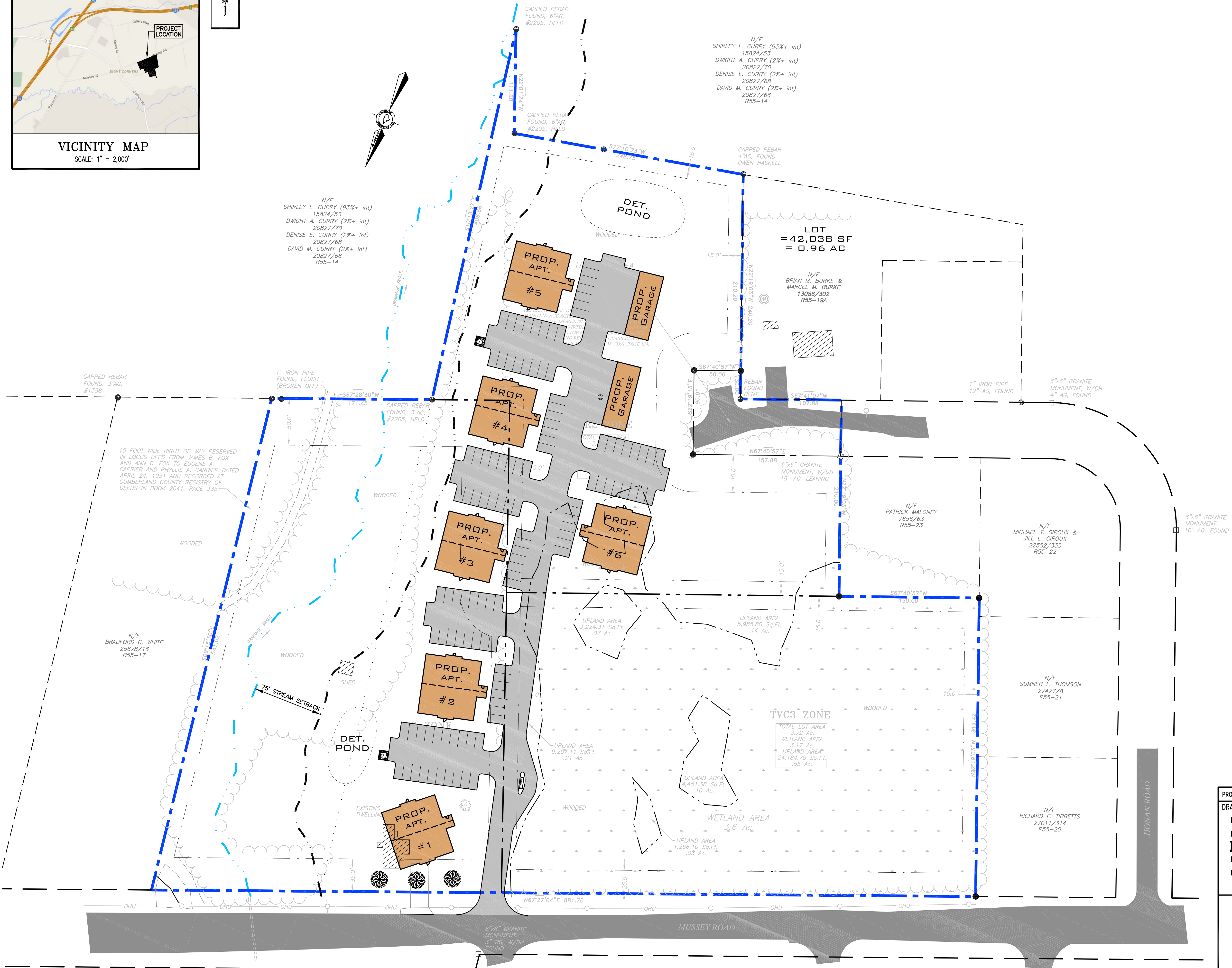




VICINITY MAP  
SCALE: 1" = 2,000'



PROPOSED SUBDIVISION  
MUSSEY ROAD, SCARBOROUGH, MAINE



NOTES

- BOUNDARY LINE
- STREAM
- EXISTING PAVEMENT
- PROPOSED BUILDING
- PROPOSED PAVEMENT

|  |  |            |                        |        |          |       |                 |
|--|--|------------|------------------------|--------|----------|-------|-----------------|
| PROJECT NUMBER:                                    | 40964  | ACAD FILE: | 40964sub concept A.DWG | SCALE: | 1" = 50' | DATE: | OCTOBER 4, 2016 |
| DRAWING STATUS                                     | SUBDIVISION CONCEPT A - PRESENTATION   |            |                        |        |          |       |                 |
| <input type="checkbox"/> SUBDIVISION PLAN          | PROJECT NAME:<br>PROPOSED SUBDIVISION<br>MUSSEY ROAD, SCARBOROUGH, MAINE 04074                 |            |                        |        |          |       |                 |
| <input type="checkbox"/> DEP REVIEW                |  |            |                        |        |          |       |                 |
| <input checked="" type="checkbox"/> PLANNING BOARD |  |            |                        |        |          |       |                 |
| <input type="checkbox"/> SKETCH PLAN               |  |            |                        |        |          |       |                 |
| <input type="checkbox"/> FOR CONSTRUCTION          | APPLICANT:<br>RISBARA BROS. CONSTRUCTION CO., INC.<br>197 US ROUTE 1, SCARBOROUGH, MAINE 04074 |            |                        |        |          |       |                 |
|  | 10-4-16  |            |                        |        |          |       |                 |



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info@northeastcivilsolutions.com  
800.882.2227 www.northeastcivilsolutions.com

**MINUTES**

Members Present

Allen Paul  
Rick Shinay  
Jean Marie Caterina  
Susan Auglis  
David Merrill  
Judy Roy

Staff

Dan Bacon, Town Planner  
Karen Martin, SEDCO  
Karen Patterson, Recording Secretary

Guests

Rocco Risbara  
Bill Risbara  
Peter Lavoie  
Tony Panciocco

**1. Review Rezoning Request by Risbara Properties, LLC 79 Mussey Road**

Mr. Bacon explained that the property at 79 Mussey Road which is two lots, currently has three zones, B-3, TVC-3 and VR-2. Mr. Bacon explained that Risbara Properties currently has the property under contract and wishes to change it all to one zone, TVC-3. With the zoning change it would allow for the property to enable multi-family housing. Mr. Bacon explained they are looking for feedback/recommendations before going in front of the Town Council.

Mr. Rocco Risbara explained to the Committee that the lot is a little over 11 acres in size and part of it is in the aquifer protection. Mr. Risbara informed the Committee that they hired Mark Hampton to map out the wetlands and that quite a bit of the parcel is wetlands. Mr. Risbara would like to change the zoning to TCV-3 in order to build multifamily housing units totaling 72 apartments that are 1 or 2 bedroom units.

Mr. Shinay asked if the site would connect to Honan Road. Mr. Risbara stated they were not proposing to connect to Honan Road.

Ms. Auglis stated that they may want to consider donating any excess land or to explain how they will use it. Ms. Auglis stated this is an opportunity to use street trees for this project.

Ms. Roy asked what the effect would be on traffic and the schools as well as the affordability. Mr. Risbara stated that Bill Bray had taken a preliminary look at the project and that out of the 82 units in Westbrook there is only 1 school aged child. Mr. Risbara stated that with heat and water included, 1 bedroom units are \$1200-\$1250 and 2 bedroom units will be \$1400.

Mr. Bacon stated that it doesn't appear they will be using any density bonuses.



Ms. Caterina stated there is a need for clean, affordable senior housing and that maybe they could take that into consideration.

Mr. Paul spoke to the possible interconnectivity of the parcel and the need for walkability in the area.

Mr. Bacon stated that with the future Gorham Road improvements, considerations should be taken to which side of the road sidewalks should be on and other considerations.

Ms. Roy stated this would help move them away from spot zoning and help create a better transition for the parcel.

The Committee encouraged them to hold a neighborhood meeting to about the project and to get it out to the rest of the community. The general consensus of the Committee was positive.

## **2. Update on Haigis Parkway Multi-Family Zoning Amendment & SEDCO Branding Initiative**

Mr. Bacon informed the Committee that the update was passed by the Town Council. This like other zones would allow for more flexibility in the zone and not limit the number of units in a building, but rather regulate the size of the building.

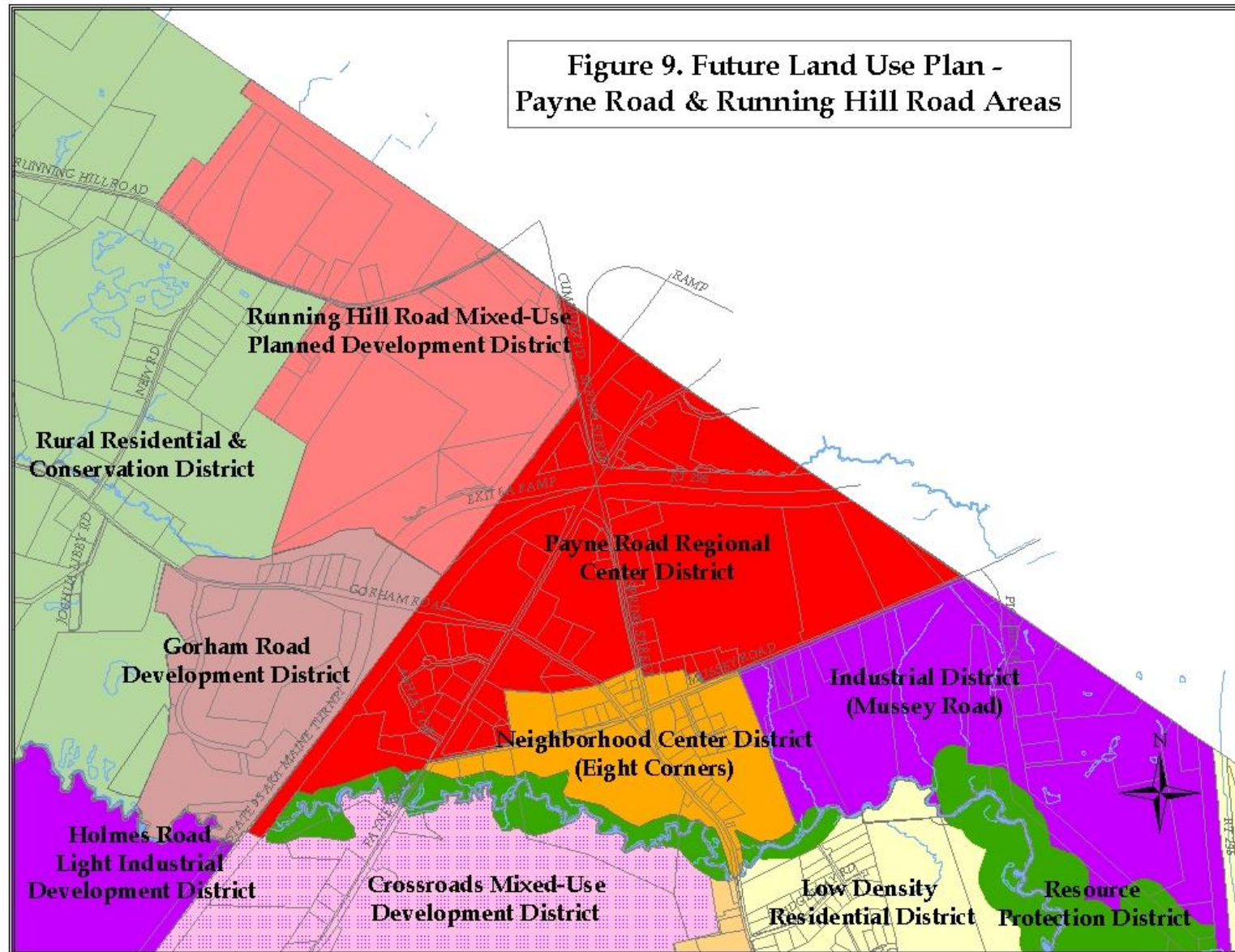
Ms. Martin with SEDCO explained they are trying to figure out how to brand the Haigis Parkway District to attract developers and with the change it should allow for some flexibility.

## **3. Comprehensive Plan Process Update**

Mr. Bacon stated they would be advertising RFQ for consultants for the project. Mr. Bacon stated there will be a lot of data collection over the next few months and collaboration of committees for the information.

**Next meeting scheduled for October 7, 2016.**

**Figure 9. Future Land Use Plan -  
Payne Road & Running Hill Road Areas**



**Portion of Minutes of the Planning Board Meeting  
held on Monday, November 7, 2016**

**4. The Planning Board will conduct a public hearing to receive comment on an amendment to the Town of Scarborough Official Zoning Map to rezone the parcel located at 79 Mussey Road identified as Map R55 Lot 18 as shown on the Town Assessor's Map from the General Business District (B3) and Village Residential (VR-2) to Town and Village Center (TVC-3)\***

Mr. Chace explained to the Board that the location is two parcels that contains three different zones, TVC-3, B-3 and VR-2. Mr. Chace explained that the developer would like the whole parcel to be zoned TVC-3.

Roccy Risbara with Risbara Properties, LLC explained that the lot is 11 acres and that each zone is approximately 3 acres +/- each. Mr. Risbara explained that he would like to develop an apartment project at the site. Mr. Risbara informed the Board that the item has been before the Town Council for a first reading. Mr. Risbara also stated that a neighborhood meeting was held and approximately 22 abutters attended the meeting. Mr. Risbara request a favorable recommendation from the Board to the Town Council.

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

Ms. Saunders asked for clarification on the abutting zoning. Ms. Saunders also asked if residents of Honan Road were included in the meeting notification. Mr. Risbara noted that they were.

Mr. Fellows stated that a unanimous favorably opinion from the Board will be made to the Town Council.



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

**Order No. 16-072.** 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. *[Town Manager]*

*Town Manager*

---

Sponsor

*11/16/16*

---

First Reading/Vote

*Ought to Pass*

---

Recommendation

*N/A*


---

Second Reading/Final Approval/Vote

# Town of Scarborough

## Manager's Office Memorandum

To: Scarborough Town Council

From: Thomas J. Hall, Town Manager 

Re: Order No. 16-072 – Higgins Beach Inn- Assignment of Parking Lease and License Agreements

Date: November 10, 2016

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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.

Earlier this year the Town Council authorized the assignment of these agreements to a potential buyer; however, the sale did not occur. 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 Migis Hotel Group Operations, 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 Dated Nov. 1, 2016  
Parking Lease Agreement  
Parking License Agreement

November 1, 2016

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

Re: Assignment of Parking Agreement (Greenwood Ave.) and Parking Lot Lease (Lot 4)

Dear Tom,

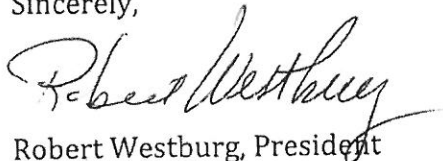
As you know, The Higgins Beach Inn has had a parking license agreement for the seasonal use of fourteen spaces along Greenwood Avenue. Additionally, The Higgins Beach Inn has a Parking Lease Agreement for a small parking area accessed off Ocean Avenue and adjacent to the Parking Lot on Ocean Avenue. This small parking area is referred to as Lot 4 in the existing lease document.

We have currently entered into a Purchase and Sale agreement with Migis Hotel Group Operations, LLC. You spoke with Phil Kronenthal (a partner in MHG OPS) last week about his intention to request the reassignment of the parking agreement and parking lease at the time of closing on the sale. Our anticipated closing date for the impending sale is the beginning of December 2016.

We are requesting that the Town of Scarborough assign both the license and the lease to the prospective new owners referenced above. We understand that you will need to seek approval from the Town Council to do so. 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 for your consideration on this matter.

Sincerely,



Robert Westburg, President  
Higgins Beach Inn, Inc



Diane Garofalo, Treasurer  
Higgins Beach Inn, Inc

Cc: Phil Kronenthal  
Peter Twachtman

## PARKING LEASE AGREEMENT

This Parking Lease Agreement ("Lease") is made as of the 4 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

Ernie J. Ambrose

HIGGINS BEACH INN, INC.

Bob Westburg

By: Bob Westburg

Its: President

WITNESS

Ernie J. Ambrose

Diane M. Garofalo

By: Diane M. Garofalo

Its: Treasurer

WITNESS

Tom Galligan

TOWN OF SCARBOROUGH

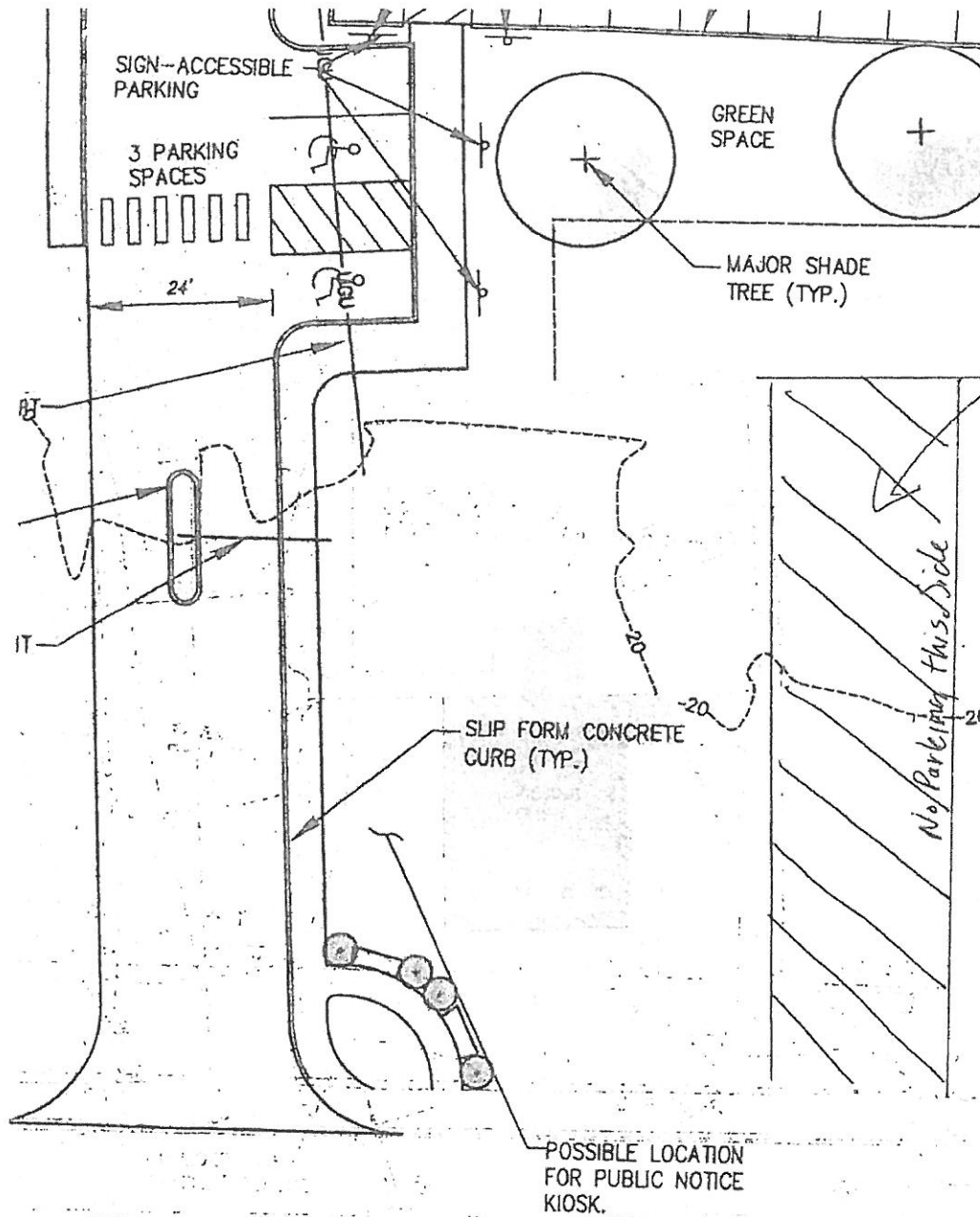
Thomas J. Hall

By: Thomas J. Hall

Its: Town Manager, duly authorized

HBI Parking Lease - Exhibit A 6 8.11 pdf | Download ▾

1 of 1





## PARKING LICENSE AGREEMENT

### SEASONAL USE OF 14 SPACES ALONG GREENWOOD AVENUE

This Parking License Agreement ("License") is made as of the 21<sup>st</sup> 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 15<sup>th</sup>, 2011 and thereafter seasonal use shall be for the period from May 15<sup>th</sup> – September 15<sup>th</sup> 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

Ryan C. [Signature]

HIGGINS BEACH INN, INC.

Bob Westburg  
By: Bob Westburg  
Its: President

WITNESS

Ryan C. [Signature]

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

WITNESS

Orma Dulligan

TOWN OF SCARBOROUGH

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





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**

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

**Order No. 16-073.** Move approval to authorize the Town Manager to enter into an Inter-local Agreement with the Town of Hollis for shared vehicle maintenance and repair services. *[Town Manager]*

*Town Manager*

*Ought to Pass*

---

Sponsor

---

Recommendation

---

11/16/16

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N/A

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First Reading/Vote

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Second Reading/Final Approval/Vote






# Town of Scarborough

## Manager's Office Memorandum

To: Scarborough Town Council

From: Thomas J. Hall,  Town Manager

Re: Order No. 16-073 – Interlocal Agreement- Town of Hollis

Date: November 10, 2016

---

Earlier this summer, the Town Council authorized me to enter into Interlocal Agreements with the Town of Old Orchard Beach and the City of Westbrook for the provision of vehicle maintenance service for their Fire/EMS fleet. We have consummated the relationship with OOB and it is working extremely well for both parties; however, the arrangement with Westbrook has not yet come to fruition. In the meantime we have identified a similar opportunity with the Town of Hollis and would like to enter into an agreement for provision of similar services. With this additional workload and the revenue associated, we will be in a position to move forward with hiring the additional Vehicle Maintenance Technician. In the event the Westbrook re-emerges, we will be able to handle the additional workload with existing staff.

I recommend approval of this Order to authorize me to execute the agreement.

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

---

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 Hollis with a mailing address of 34 Town Farm Road, Hollis, ME 04064 ("Hollis"), collectively ("the Parties"), as follows:

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

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

WHEREAS, Hollis 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 Hollis as more fully described in **Attachment A**.

**2. Term:**

The initial term of this Agreement shall commence on **December 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 1<sup>st</sup> – June 30<sup>th</sup>, 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 1<sup>st</sup> 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 by the fifteenth of each month. The terms are NET thirty (30) DAYS. Balances not paid within terms are subject to a finance charge of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%). A minimum finance charge of \$.50 will apply to any past due balance. Accounts not paid in accordance with stated terms may be obligated to pay costs of collection, including all legal fees as permitted by law.

### 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. Insurance, Indemnity and Immunity:**

A. The parties shall obtain and maintain, throughout the terms of this Agreement, general and professional liability insurance and automobile liability insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or other such amount as is established by the Maine Tort Claims Act (14 M.R.S.A. 8101 et seq. ) as amended from time to time, combined single limit, to protect the Parties and any subcontractor performing Services under this Agreement from claims and damages that may arise from operations under this Agreement, whether such operations be by the Parties or by any subcontractor or anyone directly or indirectly employed by the Parties.

B. To the fullest extent permitted by Law, each Party shall defend, indemnify, and hold harmless the other Party, its officers, employees and agents, in their official and individual capacities, from and against all claims, costs, losses, and damages (including but not limited to attorney's fees), arising out of or relating to the performance of the Agreement by the Parties, their officials, employees, agents and subcontractors. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Parties or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

**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 Hollis 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 governing bodies, the Scarborough Town Manager and the Hollis Board of Selectmen 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 the execution this Agreement on each respective Party's behalf on the dates set forth below:

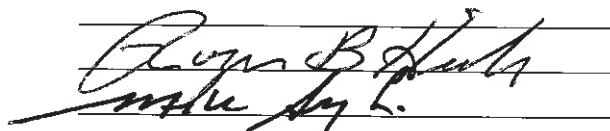
TOWN OF SCARBOROUGH

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Thomas J. Hall, Town Manager

TOWN OF HOLLIS

Dated: 11-9-16

  
\_\_\_\_\_  
By: Board of Selectmen

### 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 Hollis 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 Hollis Fire and Rescue Fleet for which services under this Agreement will be rendered shall include:

| Hollis UNIT # | SPW ID # | DESCRIPTION         | YEAR | MAKE      | MODEL           |
|---------------|----------|---------------------|------|-----------|-----------------|
| Eng.1         |          | Pumper              | 2001 | HME       | 1250            |
| Eng. 2        |          | Pumper              | 1991 | Metel Fab | 1250            |
| Eng. 3        |          | Pumper              | 2006 | E-One     | 1250            |
| S - 61        |          | Squad               | 1998 | Marian    | Heavy<br>Rescue |
| Tank 1        |          | Pump/Tanker         | 2016 | Spencer   | Tanker          |
| A-3           |          | Ambulance           | 2010 | AEV       | Ambulance       |
| Ser Trk       |          | Service/ plow truck | 2016 | GMC       | 2500            |
|               |          |                     |      |           |                 |
| Ambulance     |          | On Order due 3/17   | 2017 | Brawn     | 450             |

# **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     |

| 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 |

(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 – NOVEMBER 16, 2016**  
**REGULAR MEETING – 7:00 P.M.**

**Order No. 16-074.** Move approval on the request from Maine Farmland Trust to the Town Council to amend the Agricultural Easement [approved on September 1, 2010] on the property known as the Firth Farm located on Ash Swamp Road to allow new infrastructure to support the farm operation. [*Town Manager*]

*Town Manager*

---

Sponsor

*11/16/16*

---

First Reading/Vote

*Ought to Pass*

---

Recommendation

*N/A*

---

Second Reading/Final Approval/Vote



# Town of Scarborough

## Manager's Office Memorandum

To: Scarborough Town Council

From: Thomas J. Hall, Town Manager

Re: Order No. 16-074 – Request to Amend the Agriculture Easement for Firth Farm

Date: November 10, 2016

---

With the adoption of Order No. 10-69 in the fall of 2010, the Town partnered with Maine Farmland Trust (MFT) in acquiring an easement to extinguish development rights on and preserve for agricultural use the Firth Farm (formerly known as the "Fancy Farm") on Ash Swamp Road. The easement provides for a "farmstead area" that allows the owner, Daniel Mays, for flexibility for his home and structures related to the farm operation. Mr. Mays has requested a modification to the easement in order to allow for the construction of a permanent agricultural structure (chicken barn) outside of the 1.5 acres farmstead area.

MFT as the primary Holder of the easement has expressed a willingness to modify the easement and the Town as a Third Party to the agreement must also consent to the modification. Please see the attached letter from MFT and map for more information.

I recommend approval of this item as it provides modest and appropriate flexibility to Mr. Mays' farm operation, while maintaining the conservation value of the land.

Attachment: MFT Letter Dated November 9, 2016  
Firth Farm Map



November 9, 2016

Town of Scarborough  
259 US Route 1, PO Box 360  
Scarborough, ME 04070  
Attn: Thomas Hall, Town Manager

Dear Mr. Hall,

As you know, the Town of Scarborough is Third Party to a conservation easement on the Frith Farm located on Ash Swamp Road in Scarborough. Maine Farmland Trust is the primary Holder of this easement, and annually monitors the farm and meets with the landowner, Daniel Mays.

Daniel recently contacted MFT with a request to modify his easement in order to allow for the construction of a permanent agricultural structure outside of the 1.5 acre Farmstead Area. The poultry brooder that Daniel currently uses is not predator-proof, and he would like to install a concrete foundation in order to protect his livestock from further predation. Although the brooder is in an ideal location for access and continued use, it is currently located outside of the Farmstead Area established by the easement.

MFT's standard easement typically includes language that allows approval of other structures and improvements outside of the Farmstead Area with written permission, as long as the structures have minimal impact on the agricultural productivity and other conservation values of the property. Daniel's easement, being crafted from the State of Maine's template, does not have this provision, and does not allow for any permanent structures outside of the Farmstead Area

MFT agrees with Daniel that the easement as written is not sufficiently flexible in this regard to support the farm's viability. Hence, we join him in asking the Town Council to approve amending the conservation easement to add the following language to section 6.3.A.2:

*No other structures or improvements may be built on the Property except with prior written permission of Grantee. In considering whether to grant such permission, Grantee shall consult with the Third Party, and any such permission shall require any approved structures to be located so as to have minimal impact on the agricultural productivity and other Conservation Values of the Property. Grantee shall provide Notice to the Third Party upon granting any such permission.*

This addition would allow for new infrastructure to support the farm operation, while providing strict review and oversight from MFT staff and legal counsel, in consultation with the Town of Scarborough. While this language will allow for potential new infrastructure, all such structures and improvements will remain subject to the 2% impervious surface limitation.

As you will note, the proposed language includes a provision to consult with the Town and provide notice, as you requested in our phone conversation yesterday. We have enclosed a map of the property (showing the Farmstead Area and public trail) for reference as well as a copy of the conservation easement.



# Frith Farm

Scarborough, ME.



 Property Boundary (13.7 acres)  Farmstead Area  Trail



*Note: Information on this map is provided for purposes of discussion and visualization only; mapped boundaries and acreages are approximate.*



0 250 500 Feet

Created by L. Marston, MFT, 11/8/2016  
Base Data Source: Maine Office of GIS, NAIP2013.  
Boundary based on Survey.

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

**Order No. 16-075.** Move approval on the request to certify the results of the Municipal Elections that were held on Tuesday, November 8, 2016. *[Town Clerk]*

*Town Clerk*

---

Sponsor

*11/16/16*

---

First Reading/Vote

*Ought to Pass*

---

Recommendation

*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: Members of the Town Council  
FROM: Yolande P. Justice, Town Clerk  
RE: Certification of the November 8, 2016 - Municipal Elections  
DATE: November 10, 2016

Presented for certification by the Town Council, are the election results for the Municipal Elections that were held on Tuesday, November 8, 2016:

**Town Council**

|                        |        |
|------------------------|--------|
| DeSanctis, Marjorie L. | 4,048  |
| Donovan, William J.    | 6,433* |
| Foley, Kathleen M.     | 6,735* |
| Rosenblatt, Annalee Z. | 3,842  |

**Board of Education**

|                 |        |
|-----------------|--------|
| Lyford, Cari S. | 9,155* |
| Shea, Jodi L.   | 9,780* |

**Trustee for the Sanitary District**

|                          |        |
|--------------------------|--------|
| Strause, Aubrey L.       | 9,524* |
| Write-In: Carroll Joseph | 87*    |

There are approximately 16,595 active voters on our voter registration list for this Election [does not included same day registration]. There were 12,994 voters who cast ballots in the November 8th Election. There were 7,025 absentee ballots issued, of which 6,880 were returned. The percentage for voter turnout for this Election was 78%.

Pursuant to Section. 206. Induction of Council into Office. Councilors elect shall be sworn to the faithful discharge of their duties by the Town Clerk or the Town Clerk's designee and shall assume their duties at the commencement of second meeting (2<sup>nd</sup>), whether regular, special, or emergency, of the Town Council following the regular Town election. (amended November 7, 2000; effective January 1, 2001). Therefore, the newly elected officials will be sworn in on Wednesday, December 7, 2016, and at this meeting a new Council Chair and Vice Chair will be elected.

\*The winners are indicated with an asterisk.