

**MINUTES
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JANUARY 21, 2015
TOWN COUNCIL GOALS WORKSHOP – 6:00 P.M.
REGULAR MEETING – 7:00 P.M.**

Item 1. Call to Order. Council Chair Holbrook called the regular meeting of the Scarborough Town Council to order at 7:04 p.m.

Item 2. Pledge of Allegiance.

Item 3. Roll Call. The roll was called by Yolande P. Justice, Town Clerk. Thomas J. Hall, Town Manager was also present.

Shawn A. Babine

Katherine A. St. Clair

William J. Donovan

Edward NMI Blaise, III

Jean-Marie Caterina, Vice Chair

Pete F. Hayes

Jessica L. Holbrook, Council Chair

Item 4. General Public Comments. None at this time.

Item 5. Minutes: January 7, 2015 – Regular Meeting. Motion by Councilor Blaise, seconded by Councilor St. Clair, to move approval of the minutes on the January 7, 2015, Town Council meeting.

Vote: 7 Yeas.

Item 6. Adjustment to the Agenda. None at this time.

Item 7. Items to be signed: a. Treasurer's Warrants. Treasurer's Warrants were signed during the meeting.

OLD BUSINESS: None at this time.

NEW BUSINESS:

Order No. 15-005. First reading on the proposed amendments to the Chapter 1301, the General assistance Ordinance, pursuant to Title 22, M.R.S.A §4305 (4). Thomas J. Hall, Town Manager, gave a brief overview on this Order. The Town Clerk noted that additional information was obtained this evening with regards to Schedule D Utilities, E & F and that this information would need to be included in the proposed amendments.

Motion by Councilor Blaise, seconded by Councilor Babine, to move approval on the proposed amendments to the Chapter 1301, the General assistance Ordinance, pursuant to Title 22, M.R.S.A §4305 (4).

Motion by Councilor St. Clair, seconded by Councilor Babine, to move approval to amend the main motion to include Schedule D – Utilities, E-Heating Fuel & F-Personal Care & Household Supplies.

Vote on amendment: 7 Yeas.

Main Motion as amended:

Amend the Town of Scarborough General Assistance Ordinance to incorporate the following maximum levels of assistance to be effective on and after July 1, 2014, as follows:

GA OVERALL MAXIMUMS (Appendix A)
Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	603	725	874	1,096	1,261
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	585	585	699	942	1,089
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	537	635	829	1,044	1,107
Portland HMFA: Cape Elizabeth, Casco, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, North Yarmouth, Portland,	762	901	1,163	1,463	1,565

Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach					
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	950	952	1,138	1,656	1,801
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	633	742	954	1,260	1,501

COUNTY	1	2	3	4	5*
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	753	751	899	1,131	1,551
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	689	714	903	1,206	1,248

***Note: Add \$69 for each additional person.**

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	514	547	653	851	941
Franklin County	564	593	720	867	1,232
Hancock County	603	693	854	1,130	1,161
Kennebec County	517	598	764	964	1,027
Knox County	709	719	877	1,124	1,275
Lincoln County	660	727	916	1,140	1,223
Oxford County	551	610	735	992	1,284

Piscataquis County	573	651	802	1,016	1,086
Somerset County	582	608	724	985	1,001
Waldo County	643	687	826	1,027	1,091
Washington County	552	593	707	874	1,058

*** Please Note: Add \$69 for each additional person.**

FOOD MAXIMUMS (Appendix B)

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. Through June 30, 2013, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	45.12	194
2	83.02	357
3	118.84	511
4	150.93	649
5	179.30	771
6	215.12	825
7	237.67	1,022
8	271.86	1,169

Note: For each additional person add \$146 per month.

GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. *(See Instruction Memo for further guidance.)*

Non-Metropolitan FMR Areas

Aroostook County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	84	362	107	461
1	84	362	113	487
2	99	426	136	584
3	134	575	179	770
4	143	614	197	848
Franklin County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	96	412	119	511
1	97	418	124	533
2	115	493	151	651
3	137	591	183	786
4	210	905	265	1,139
Hancock County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	105	451	126	563
1	117	503	145	625
2	145	622	180	776
3	197	845	241	1,038
4	197	845	245	1,054
Kennebec County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	83	359	106	355
1	94	404	123	424
2	123	529	160	526
3	159	685	203	730
4	159	685	214	763

Non-Metropolitan FMR Areas

Knox County	<i>Unheated</i>	
Bedrooms	Weekly	Monthly
	<i>Heated</i>	
	Weekly	Monthly

0	128	552	151	649
1	128	552	151	651
2	150	645	186	799
3	197	846	240	1,032
4	209	899	272	1,168
Lincoln County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	119	513	140	600
1	124	535	153	659
2	159	684	195	838
3	200	862	244	1,048
4	207	889	260	1,118
Oxford County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	89	382	114	491
1	101	434	126	542
2	113	487	153	657
3	161	693	209	900
4	216	928	274	1,179
Piscataquis County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	89	421	111	479
1	108	465	125	539
2	134	575	154	663
3	172	740	196	844
4	176	759	205	881
Somerset County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	100	432	123	529
1	100	432	127	548
2	116	498	152	655
3	166	714	210	904
4	166	714	211	908

Non-Metropolitan FMR Areas

Waldo County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	116	497	136	583
1	119	510	144	619
2	139	597	174	748
3	174	749	217	935
4	176	758	230	987
Washington County	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	93	402	114	492
1	95	410	122	525
2	108	465	146	629
3	134	575	182	782
4	163	703	222	954

Metropolitan FMR Areas

Bangor HMFA	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	101	432	126	543
1	120	518	153	657
2	145	625	185	796
3	184	790	233	1,004
4	210	904	268	1,154
Penobscot County HMFA	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	99	424	122	525
1	99	424	122	525
2	104	448	144	621
3	148	636	198	850
4	169	725	228	982

Lewiston/Auburn MSA	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	89	381	111	476
1	103	445	132	566
2	139	597	175	751
3	178	766	221	952
4	180	774	233	1,003

Metropolitan FMR Areas

Portland HMFA	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	142	611	163	702
1	166	715	194	833
2	214	922	252	1,085
3	271	1,165	319	1,371
4	274	1,180	339	1,458
York/Kittery/S. Berwick HMFA	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0				
1	181	779	207	890
2	181	779	207	890
3	206	887	247	1,060
4	314	1,350	364	1,564
	334	1,434	394	1,694
Cumberland County HMFA	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	111	479	133	573
1	131	563	157	674
2	167	720	204	876
3	228	982	272	1,168
4	271	1,167	324	1,394
Sagadahoc County HMFA	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	140	603	161	693

1	140	603	161	693
2	155	667	191	821
3	192	825	242	1,039
4	276	1,187	336	1,444
York County HMFA	<i>Unheated</i>		<i>Heated</i>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	126	541	146	629
1	126	541	150	646
2	156	672	192	825
3	216	928	259	1,114
4	216	928	266	1,143

UTILITIES (Appendix D)
ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is ***not automatically*** entitled to the “maximums” established—applicants must demonstrate need.

1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

Number in Household	Weekly	Monthly
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00
NOTE: For each additional person add \$7.50 per month.		

2) Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

Number in Household	Weekly	Monthly
1	\$19.10	\$82.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00

4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00
NOTE: For each additional person add \$10.00 per month.		

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

HEATING FUEL (Appendix E)

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 6 tons of coal per year, 7 cords of wood per year, 113,400 cubic feet of natural gas per year, or 900 gallons of propane.

PERSONAL CARE & HOUSEHOLD SUPPLIES **(Appendix F)**

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00
NOTE: For each additional person add \$1.25 per week or \$5.00 per month.		

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.300	\$100.00
4	\$27.90	\$120.00

Vote: 7 Yeas.

Order No. 15-006. First reading and refer to the Planning Board on the proposed amendment to Contact Zone V – Scarborough Realty, LLC [Mercedes-Benz Dealership] located at 137 US Route One. Thomas J. Hall, Town Manager, gave a brief overview on the proposal before the Council. He then introduced Mr. Daniel Doucette from Prime Motor Group. Mr. Doucette gave a brief overview on behalf of the Mercedes-Benz Dealership and responded to questions from the Town Council.

Motion by Councilor Babine, seconded by Councilor Blaise, to move approval of the first reading and refer to the Planning Board on the proposed amendment to Contact Zone V – Scarborough Realty, LLC [Mercedes-Benz Dealership] located at 137 US Route One and schedule a public hearing upon the filing of the recommendations of the Planning Board:

SECOND AMENDMENT TO CONTRACT ZONING AGREEMENT

THIS SECOND AMENDMENT TO CONTRACT ZONING AGREEMENT (the “Second Amendment”) is made by and between the **Town of Scarborough**, a Maine municipality and body corporate and politic 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 (the “Original Agreement”), subsequently amended by an amendment dated on or about September 16, 2004 (the “First Amendment”); and

WHEREAS, the Original Agreement is appended to this Second Amendment as *Exhibit 1* and the First Amendment is appended to this Second Amendment as *Exhibit 2*; 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”; and

WHEREAS, 137 US Route One proposes to acquire additional property adjoining the Original Parcel, more particularly described in a deed from Drake Petroleum Company, Inc. to SRAM Corp. dated July 28, 2011 and recorded in the Cumberland County Registry of Deeds at Book 28856, Page 233 (the “New Parcel”) for the purpose of expanding and improving the existing automobile dealership showroom located on the Original Parcel and other related purposes; and

WHEREAS, the parties wish to further amend the Original Agreement by entering into a Second Amendment on the terms and conditions set forth herein.

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 Original Agreement and the First 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 Original Agreement or the First Amendment and this Second Amendment, in which case this Second Amendment shall govern and control.

2. 137 US Route One is authorized to make the improvements and modifications to the Original Parcel and the New Parcel 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 May 10, 2013 together with a certain other supplemental plan depicting "Requested Contract Amendment Acreage" both of which are appended to this Agreement as *Exhibit 3* and *Exhibit 4*, respectively.

3. 137 US Route One shall record this Second Amendment within 30 days after its approval by the Scarborough Town Council.

4. The provisions of this Second Amendment shall be deemed restrictions on the use of the Original Parcel and the New Parcel, except as this Second Amendment 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 Original Parcel and the New Parcel, 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 Original Parcel and the New Parcel, 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 Original Parcel and the New Parcel 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 Original Parcel and the New Parcel in accordance with this Second Amendment, or in the event of any other breach hereof, this Second Amendment may be terminated by vote of the Scarborough Town Council. In that event, the Original Parcel and the New Parcel 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 Second Amendment, both through enforcement action pursuant to Section IV of the Scarborough Zoning Ordinance and through legal action for specific performance of the Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment this _____ day of 2015.

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

(Referred to in the Second Amendment as the “Original Agreement”)

CONTRACT ZONING AGREEMENT

BETWEEN THE TOWN OF SCARBOROUGH AND

FIRST SCARBOROUGH REALTY OF MAINE, LLC

This is a Contract Zoning Agreement made as of the 21st day of August 2002, by and between the TOWN OF SCARBOROUGH, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter “the Town”), and First Scarborough Realty of Maine, LLC with an office at 178 U.S. Route One, Falmouth, Maine 04105, pursuant to the Contract Zoning provisions of Section II, Subsection I of the Scarborough Zoning Ordinance.

WHEREAS, First Scarborough Realty of Maine, LLC intends to purchase from Joseph H. Guite, a parcel of real estate located at 133, 137, 149 U.S. Route One in Scarborough, Maine consisting of 5.76 acres (hereinafter “the property”); and,

WHEREAS, the property is currently in a General Business District (B-2) under the Scarborough Zoning Ordinance; and,

WHEREAS, the General Business District (B-2) presently allows, as permitted uses, general retail sales, services and business space such as retail business and service establishments including warehousing and wholesale distribution but exclusive of outside sales and services; and,

WHEREAS, the property contains several select mature trees along the Route 1 frontage, and will include extensive landscaping, which will provide a unique amount and quality of vegetative buffering; and,

WHEREAS, First Scarborough Realty of Maine, LLC wishes to develop the property as a Mercedes Benz Automobile Dealership with outdoor sales and services which are not permitted in the B-2 Zone; and,

WHEREAS, First Scarborough Realty of Maine, LLC has requested a rezoning of the property to permit an Automobile Dealership with outdoor sales and services; and,

WHEREAS, First Scarborough Realty of Maine, LLC has requested a rezoning of the property to permit automobile display at a minimum of 15 feet from the property line; 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, provided the operation is restricted to the density, scale and intensity proposed by First Scarborough Realty of Maine, LLC and further provided that the restrictions of the Contract Zoning Agreement and the site plan approval are strictly observed; and,

WHEREAS, the Scarborough Planning Board, pursuant to the Zoning Ordinance, and after notice and hearing and due deliberation thereon, recommend the rezoning of the property as aforesaid; and,

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

WHEREAS, the Town of Scarborough, by and through its Town Council, had determined that the said rezoning would be pursuant to and consistent with the Town's Comprehensive Plan and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement on August 21, 2002.

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 amendment as shown on Attachment 1.
2. First Scarborough Realty of Maine, LLC is authorized to create an Automobile Dealership at the property consisting of one building. The facility will be substantially constructed within one year after execution of this agreement. Construction of the facility shall be subject to the following conditions:
 - (a) The maximum allowable building footprint for the building shall be 24,000+/- s.f. and the maximum allowable building height shall be 1 story.
 - (b) The uses allowed on the property shall be limited to an automobile dealership with outdoor sales, display and storage of motor vehicles and indoor sales, service and display.

(c) Building design, style and materials and the design of all features of the site should comply with the Town of Scarborough Design Guidelines adopted by the Scarborough Planning Board on July 16, 2001 unless First Scarborough Realty of Maine, LLC submits and the Planning Board approves an alternative design during the site plan review process.

(d) The property shall be landscaped to enhance the general appearance of the project from U.S. Route 1 and surrounding properties as determined by the Planning Board at the time of site plan approval. After the date of approval of this Contract Zoning Agreement by the Scarborough Town Council, no trees or other vegetation existing on that date shall be removed except as indicated in an approved site plan. The landscaping shall be maintained by First Scarborough Realty of Maine, LLC or its successors in interest.

(e) With the exception of emergency situations, the hours during which the business may be open to the public shall be limited to 6 a.m. to 9 p.m. Monday through Saturday.

(f) First Scarborough Realty of Maine, LLC, its agents and employees shall not utilize First Street, Hudson Avenue, Littlefield Lane, Sunset Road, Second Avenue, Third Avenue, Fourth Avenue, Elmwood Avenue, Maple Avenue and Greenacres Lane to road test vehicles before or after servicing, demonstrate vehicles or provide customer test drives, except that vehicles being road tested, demonstrated or test-driven may traverse First Street and Greenacres Avenue for access to and from U. S. Route One. In addition, First Scarborough Realty of Maine, LLC shall notify all vendors, jobbers and delivery vehicle operators who regularly visit the property that they should avoid traveling on the foregoing streets and roads and utilize only U. S. Route One or First Street via Greenacres to access to the property, with direct access from U. S. Route One being preferred.

(g) The property subject to this Contract Zoning 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 pursuant to the provisions of the Scarborough Site Plan Review Ordinance. Any amendment which involves the following changes will require an amendment to this Contract Zoning Agreement:

(i) Any increase in the square footage of the area utilized for outdoor display, storage or parking of vehicles on the site; and

(ii) Relocation of any outdoor vehicle storage, display or parking area to any part of the site closer to the property boundaries or road sidelines than shown on the original approved site plan.

(h) Sanding and painting of vehicles will not be done on site.

Any other revision to the approved site plan shall first be submitted to the Scarborough Town Council, which will determine whether the proposed revision can be approved exclusively by the Planning Board under the Site Plan Review Ordinance or will require an amendment to this Contract Zoning Agreement.

3. First Scarborough Realty of Maine, LLC shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.

4. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property except as this Contract Zoning Agreement may be amended by future written agreement of the Town of Scarborough and First Scarborough Realty of Maine, LLC or its successors in interest.

This is the sole zoning for the property and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying B-2 Zoning District shall apply. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the property, shall bind First Scarborough Realty of Maine, LLC, its successors in interest and assigns of said property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Scarborough.

Except as expressly modified herein, the use and occupancy of the subject premises shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Scarborough and any applicable amendments thereto or replacement thereof.

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

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.

WITNESS:

S/ Laurel R. Nadeau

TOWN OF SCARBOROUGH

S/ Ronald W. Owens

**ITS TOWN MANAGER DULY AUTHORIZED BY
VOTE OF THE SCARBOROUGH TOWN
COUNCIL ON AUGUST 21, 2002**

WITNESS:

First Scarborough Realty of Maine, LLC

EXHIBIT 2

(Referred to in the Second Amendment as the "First Amendment")

FIRST AMENDMENT TO

CONTRACT ZONING AGREEMENT

BETWEEN THE TOWN OF SCARBOROUGH AND

FIRST SCARBOROUGH REALTY OF MAINE, LLC

WHEREAS, First Scarborough Realty of Maine, LLC ("First Scarborough Realty") entered into a Contract Zoning Agreement with the Town of Scarborough (the "Town") on the 21st day of August 2002, a copy of which is attached hereto as Exhibit 1 (the "Contract"); and

WHEREAS, since the execution of the Contract, First Scarborough Realty has acquired an additional 12,600 square foot parcel of land (the "Porath Lot") adjacent to the property which is the subject of the Contract; and

WHEREAS, First Scarborough Realty proposes to utilize the Porath Lot for an enlarged parking area; and

WHEREAS, First Scarborough Realty wishes to enlarge the building proposed in the Contract by approximately 1200 square feet and to shift the location of the building by approximately 25 feet toward the south; and

WHEREAS, First Scarborough Realty proposes to have additional automobile display area in the front of the building and to the south of the entrance driveway;

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 to include the Porath Lot in the property subject to the Contract, by adopting the map change shown on Attachment 1 hereto.
2. All references in the Contract to the "site plan" shall hereafter mean the amended site plan to be approved by the Scarborough Planning Board, which shall be substantially as depicted on the amended site layout plan attached hereto as Exhibit 2.
3. The second sentence of section 2 of the Contract is amended to read as follows: "The facility will be substantially constructed within one year after the execution of the First Amendment to the Contract Zoning Agreement.
4. Section 2(a) of the Contract is amended to read: "The maximum allowable building footprint for the building shall be 25,200+/- s.f. and the maximum allowable building height shall be 1 story."
5. Except as amended hereby, all terms of the Contract shall remain in full force and effect. First Scarborough Realty and the Town hereby reaffirm each and every provision of the Contract.
6. First Scarborough Realty shall record this First Amendment to the Contract Zoning Agreement within 30 days after its approval by the Scarborough Town Council.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Contract Zoning Agreement this 16th day of September 2004.

WITNESS:

FIRST SCAROROGH REALTY OF MAINE, LLC

By: _____
William G. Waldron, Jr.
Its Manager

WITNESS:

TOWN OF SCARBOROUGH

/s/ Laurel R. Nadeau

By: /s/ Ronald W. Owens, Town Manager

State of Maine
County of Cumberland, ss.

Date: _____

PERSONALLY APPEARED the above-named _____ in his capacity as _____ of First Scarborough Realty of Maine, LLC and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said company.

Notary Public / Attorney at Law

State of Maine
County of Cumberland, ss.

Date: September 16, 2004

PERSONALLY APPEARED the above-named Ronald W. Owens 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.

/s/ Marcia McGinnis
Notary Public

EXHIBIT 3

(Site Plan- Pending as of 01/14/15 and subject to Planning Board and Town Council review)

EXHIBIT 4

(Supplemental Acreage Plan- Pending as of 01/14/15 and subject to Planning Board and Town Council review)

Vote: 7 Yeas.

Item 8. Non Action Items. None at this time.

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

- Councilor Babine gave an update on the Finance Committee and handed out a few documents pertaining to the improvement suggestions for budget process. The next meeting would be Thursday, January 22, 2015, at 1:30 p.m. He then asked the Council to assist the Finance Committee by making a Budget Priority List from highest to lowest. He then gave an update on the ecomaine Committee and would be asking the Council Chair as to how she would like updates given to the Council.
- Councilor Donovan gave an update on the SEDCO Board noting that they have begun a program whereby a Councilor meets with a business in town to have an open dialogue with regards to any issues or suggestion they might have.
- Councilor Caterina noted that Peter Slovinsky would be doing a presentation at the next Town Council meeting on February 4th with regards to beach erosion on Pine Point. She then noted that she would be in Augusta tomorrow for the MMA Legislative Policy Committee.
- Councilor Hayes gave an update on the Shellfish Conservation Commission; the Coastal Waters and Harbors Committee; the Transportation Committee and the Seniors Group.
- Councilor Blaise gave an update on the Fair Hearing Authority and what role the Council plans.
- Councilor St. Clair gave an update on the Ordinance Committee.
- Councilor Babine gave an update on the School Board Committee.

- Council Chair Holbrook gave an update on the Appointments Committee and asked that the following names be posted:

Energy Committee:

Move David Kirstein from 1st Alternate to a full voting member – term to expire in 2015 and Michael Wallace from 2nd Alternate to a full voting member – term to expire in 2016.

Housing Alliance:

Appoint Timothy Peters as a full voting member – term to expire in 2015.

She then noted the Historic Preservation Committee would be meeting Tuesday, February 3rd at 6:30 p.m. here at the Municipal Building. The Housing Alliance Committee received DEP Permitting for the Habitat for Humanity Project located on the Broadturn Road.

Item 10. Town Manager Report. Thomas J. Hall, Town Manager, gave the following updates:

- Updated on the Library renovation project noting that the Library rethought what they wanted to do and went with a less costly and less evasive project.
- The award the Town received for Safety improvements which resulted in a 13% savings of over \$64,000 in Workers Comp Benefits.
- H-Friendly Communities- get info from TOM
- ecomaine is looking for nominations for their ecoExcellence Award. All nominations are due this Friday, January 29th – forms can be obtained the Manager's office.
- The Town Council will be meeting with the Legislative Delegation on Wednesday, February 18th to talk about the impact of the State Budget on our Municipality.
- Dredge update - survey is not complete, but the contractor has met obligation.

Item 11. Council Member Comments.

- Councilor Blaise thanked Councilors Babine, Donovan and Hayes for an outstanding job with the Finance Committee.
- Councilor St. Clair sent condolences to Council Chair Holbrook on the loss of her grandfather and wished a happy birthday to the Council Chair's son.
- Councilor Donovan acknowledged Doug Bennett on receiving the Scarborough Leader Person of the Year. The Rules and Policies Committee would be meeting within the next week - date and time would be announced.
- Councilor Babine also sent condolence to the Council Chair on the loss of her grandfather and sent a happy birthday to her son. He then mentioned the passing of Mr. Tony Attardo, Sr. and how he served the community and his sons also serve the community. He went on comment about the casino issue and that it should be the public who should decide. He also commented about Council emails that go back and for and stated that discussions should be in public. He thanked Mike Shaw for being the Town's Representative to ecomaine. He commented on the State Budget and what would be happening – he had no idea where anything would fall locally.
- Council Chair Holbrook sent condolences to the families of Doris Briggs, Irene Leighton, Ruth Thompson, Kathleen Topkins and her grandfather Charles Green.

Item 12. Adjournment. Motion by Councilor St. Clair, seconded by Councilor Caterina, to move approval to adjourn the regular meeting of the Scarborough Town Council.

Vote: 7 Yeas.

Meeting adjourned at 7:58 p.m.

Respectfully submitted - Yolande P. Justice, Town Clerk