AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 20, 2014
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: July 16, 2014 – 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. 14-67, 7:00 p.m. Public Hearing and second reading on the proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance by adding an Affordable Housing In-Lieu Fee to the Zoning Districts that Allow Residential Density Bonuses.

Order No. 14-70, 7:00 p.m. Public Hearing and action on the new requests for a Food Handlers License from Nouria Energy Retail Maine, Inc., d/b/a Payne Road Lil' Mart #01024, located at 284 Payne Road and from Anusart Limsrithong, d/b/a Thai 9 Restaurant, located at 400 Expedition Drive, Unit G.

Order No. 14-71, 7:00 p.m. Public Hearing and action on the new request for a Liquor License from Anusart Limsrithong, d/b/a Thai 9 Restaurant, located at 400 Expedition Drive Unit G

OLD BUSINESS:

Order No. 14-53. Second reading on the proposed changes to Chapter 405 – the Town of Scarborough Zoning Ordinance to create a Transmission Tower Overlay District and to update the Performance Standards thereto.

NEW BUSINESS:

Order No. 14-72. First reading and schedule a public hearing on the proposed designation of Griffin Road Affordable Housing Development District and adopting the Development Program for such District and authoring a credit enhancement agreement for such District**,** pursuant to the attached Order No. 14-72 and the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended and authorize the Town Manager to sign any and all documents pursuant to said District.

Order No. 14-73. Act on the request to approve the Dispatch Agreement between the Town of Old Orchard Beach and the Town of Scarborough and authorize the Town Manager to sign any and all documents relating to this agreement.

Order No. 14-74. Act on the request to accept the following street, pursuant to Title 23, M.R.S.A. §3025 and the requirements of Section 4, of the Scarborough Street Acceptance Ordinance: Fairway Drive, located in the Pleasant Hill Woods Subdivision.

Order No. 14-75. Act to authorize the Town Manager to accept a donation from the Portland Water District for a parcel of property, located 6 Gorham Road [Map U043 Lot 008] and to sign an Easement Deed between the Town of Scarborough and the Portland Water District.

Order No. 14-76. Act to authorize the Town Manager to sign a Memorandum of Understanding with Friends of Scarborough Hockey.

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 – AUGUST 20, 2014
REGULAR MEETING – 7:00 P.M.

Order No. 14-67. Move approval of the second reading on the proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance by adding an Affordable Housing In-Lieu Fee to the Zoning Districts that Allow Residential Density Bonuses.

SCARBOROUGH
MAINE

To: Town Council Members
cc: Tom Hall, Town Manager & Bryan Shumway, Chair of the Housing Alliance
From: Dan Bacon, Planning Director
Date: July 10, 2014

Subject: Zoning Amendment for an Affordable Housing In-Lieu Fee

Dear Town Councilors,

This zoning amendment has been forwarded to you at the request of the Town's Housing Alliance and proposes to add an additional residential density bonus option in the town's zoning districts that allow density bonuses, through the payment of an in-lieu fee to be put toward affordable housing efforts.

This provision was proposed through a collaborative effort between the Long Range Planning Committee and the Housing Alliance last year and was approved by the Town Council last fall for inclusion in the Traditional Neighborhood Development District (TND).

This type of density bonus allows additional residential density within a development project in exchange for the payment of an in-lieu fee of $20,000 per bonus unit/dwelling to be used to create affordable housing in Town. More specifically, any in-lieu fee collected will be placed in a dedicated account to be used in a variety of ways to further affordable housing, such as buying land for affordable housing; funding infrastructure and construction of affordable housing; funding soft costs for affordable housing; and enabling the establishment of a revolving loan program for affordable housing buyers.

After this bonus option was created for use in the TND District, the Housing Alliance felt it should be made available as an option for use in the other residential and mixed use zones in Town that already allow for density bonuses. So these amendments will do that, by adding it to the VR2, VR4, RPO, TVCs, and B3 Districts.

Thank you.

Proposed Amendments to the Zoning Ordinance to Add an Affordable Housing In-Lieu Fee to the Zoning Districts that Allow Residential Density Bonuses

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that the following amendments to the Zoning Ordinance of the Town of Scarborough, Maine, be and hereby are adopted:

1. Amend Section XV.B VILLAGE RESIDENTIAL 2 – VR2, subsection F.2. RESIDENTIAL DENSITY REGULATIONS by adding a new subsection e. to read (additions are underlined; deletions are struck through):

e. Additional Residential Density Thru an Affordable Housing In-Lieu Fee – In lieu of developing affordable housing to utilize additional residential density under subsection F.2.d., a development may increase the number of dwelling units by up to ten percent (10%) of the total number allowed under the maximum base residential density by utilizing the affordable housing in lieu fee provisions in accordance with Section VII.C. of this Ordinance.

2. Amend Section XV.C. VILLAGE RESIDENTIAL 4 – VR4, subsection F.2. RESIDENTIAL DENSITY REGULATIONS by adding a new subsection e. to read (additions are underlined; deletions are struck through):

e. Additional Residential Density Thru an Affordable Housing In-Lieu Fee – In lieu of developing affordable housing to utilize additional residential density under subsection F.2.d., a development may incorporate up to one (1) additional dwelling unit per acre of net lot area beyond the maximum base residential density by utilizing the affordable housing in lieu fee provisions in accordance with Section VII.C. of this Ordinance.

The Planning Board may allow a development to utilize additional residential density through both the affordable housing and development transfer provisions but the combined additional residential density shall not exceed three (3) dwelling units per net residential acre beyond the maximum base residential density. ~~If subsections F.2. and F.3. are both used, the additional dwelling units permitted under F3. shall not also be subject to the development transfer provisions under F.2.~~

3. Amend Section XVIIA. RESIDENCE AND PROFRESSIONAL OFFICE DISTRICT RPO, subsection E. RESIDENTIAL DENSITY REGULATIONS by adding a new subsection 4. to read (additions are underlined; deletions are struck through):

4. **Additional Residential Density Thru an Affordable Housing In-Lieu Fee (not permitted in areas not served by public sewer) –** In lieu of developing affordable housing to

utilize additional residential density under subsection E.3., a development may incorporate additional dwelling units beyond the maximum base residential density by utilizing the affordable housing in lieu fee provisions in accordance with Section VII.C. of this Ordinance if such a bonus is provided for in the abutting residential district.

4. Amend Section XVIII.A. TOWN AND VILLAGE CENTER DISTRICT TVC, subsection F. RESIDENTIAL DENSITY REGULATIONS by adding a new subsection 4. to read (additions are underlined; deletions are struck through):

4. In lieu of developing affordable housing to utilize additional residential density under subsection F.3., a development may incorporate up to one (1) additional dwelling unit per net residential acre beyond the maximum base residential density by utilizing the affordable housing in lieu fee provisions in accordance with Section VII.C. of this Ordinance.

The Planning Board may allow a development to utilize additional residential density through both the affordable housing and development transfer provisions but the combined additional residential density shall not exceed three (3) dwelling units per acre of net lot area beyond the maximum base residential density. ~~If subsections F(2) and F(3) are both used, the additional dwelling units permitted under F(3) shall not also be subject to the development transfer provisions under F(2).~~

5. Amend Section XVIII.C. TOWN AND VILLAGE CENTERS TRANSITION DISTRICT TVC2, subsection E. RESIDENTIAL DENSITY REGULATIONS by adding a new subsection 4. to read (additions are underlined; deletions are struck through):

4. **Additional Residential Density Thru an Affordable Housing In-Lieu Fee (not permitted in areas not served by public sewer) –** In lieu of developing affordable housing to utilize additional residential density under subsection e.3., a development may incorporate up to one (1) additional dwelling unit per net residential acre beyond the maximum base residential density by utilizing the affordable housing in lieu fee provisions in accordance with Section VII.C. of this Ordinance.

The Planning Board may allow a development to utilize additional residential density through both the affordable housing and development transfer provisions but the combined additional residential density shall not exceed three (3) dwelling units per acre of net lot area, or net residential acre if applicable, beyond the maximum base residential density. ~~If subsections (E)(2) and E(3) are both used, the additional dwelling units permitted under (E)(3) shall not also be subject to the development transfer provisions under (E)(2).~~

6. Amend Section XVIII.D. TOWN AND VILLAGE CENTERS FRINGE DISTRICT TVC3, subsection E. RESIDENTIAL DENSITY REGULATIONS by adding a new subsection 4. to read (additions are underlined; deletions are struck through):

4. **Additional Residential Density Thru an Affordable Housing In-Lieu Fee (not permitted in areas not served by public sewer) –** In lieu of developing affordable housing to utilize additional residential density under subsection e.3., a development may incorporate up to one (1) additional dwelling unit per net residential acre beyond the maximum base residential density by utilizing the affordable housing in lieu fee provisions in accordance with Section VII.C. of this Ordinance.

~~1.~~ The Planning Board may allow a development to utilize additional residential density through both the affordable housing and development transfer provisions but the combined additional residential density shall not exceed three (3) dwelling units per acre of net lot area, or net residential acre if applicable, beyond the maximum base residential density. ~~If subsections (E)(2) and (E)(3) are both used, the additional dwelling units permitted under (E)(3) shall not also be subject to the development transfer provisions under (E)(2).~~

7. Amend Section XIXA. GENERAL BUSINESS DISTRICT B3, subsection H. RESIDENTIAL DENSITY REGULATIONS FOR PLANNED DEVELOPMENTS by adding a new subsection 4. to read (additions are underlined; deletions are struck through):

4. Additional Residential Density Thru an Affordable Housing In-Lieu Fee – In lieu of developing affordable housing to utilize additional residential density under subsection H.3, a development may incorporate up to one (1) additional dwelling unit per acre of net lot area beyond the maximum base residential density by utilizing the affordable housing in lieu fee provisions in accordance with Section VII.C. of this Ordinance.

The Planning Board may allow a development to utilize additional residential density through both the affordable housing and development transfer provisions but the combined additional residential density shall not exceed three (3) dwelling units per acre of net lot area beyond the maximum base residential density. ~~If subsections H(2) and H(3) are both used, the additional dwelling units permitted under H(3) shall not also be subject to the development transfer provisions under H(2).~~

Planning Board August 4, 2014

MINUTES

Members Present

Ms. Auglis
Mr. Mazer
Mr. McGee
Mr. Paul

Staff

Mr. Chace, Senior Planner
Ms. Logan, Recording Secretary

1. Call to Order

Mr. Paul called the meeting to order at 7:00 P. M.

2. Roll Call

The Recording Secretary called the roll; Bouffard, Dupont and Fellows were absent. Mr. Paul authorized Mr. McGee to vote.

3. Approval of Minutes (July 14, 2014)

Mr. Mazer moved to approve the minutes of July 14, 2014; Ms. Auglis seconded.

Voted 3-0-1 – Mr. Paul abstained.

4. The Planning Board will conduct a public hearing to receive input regarding proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance by adding an Affordable Housing In-Lieu Fee to the Zoning Districts that Allow Residential Density Bonuses*

Mr. Chace explained that the Town allowed density bonuses for affordable housing and this amendment would allow in-lieu fees for the Town to use toward affordable housing efforts. He stated that the fee would be $20,000 per bonus unit to be used to create affordable housing as the Town saw fit. Mr. Chace stated that the bonus option was created for the TND District and the Housing Alliance felt it would be useful in the VR2, VR4, RPO, TVCs and B-3 Zones.

Mr. Paul opened the public hearing; no one spoke for or against the proposal; Mr. Paul closed the public hearing.

Mr. Mazer stated that this was a viable option and a good way of allowing a developer to add money to a Town fund. Ms. Auglis noted that this was a long process through the Long Range Planning Committee; she stated that the Town tried very hard to get affordable housing by allowing a developer to have extra units in exchange for affordable units but that did not work out but the Housing Alliance thought this option would work.

Mr. Paul stated that he was also on the Long Range Planning Committee; he stated that the Planning Board had approved developments with density bonuses but the developers had a difficult time finding anyone who qualified for affordable housing units. He stated that this amendment would be a great opportunity for developers and was a way to support affordable housing in Scarborough. He stated that the Board sent a favorable recommendation to the Town Council.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 20, 2014
REGULAR MEETING – 7:00 P.M.

Order No. 14-70. Move approval on the new requests for a Food Handlers License from Nouria Energy Retail Maine, Inc., d/b/a Payne Road Lil' Mart #01024, located at 284 Payne Road and from Anusart Limsrithong, d/b/a Thai 9 Restaurant, located at 400 Expedition Drive, Unit G.

Town of Scarborough, Maine
Town Clerk's Office
259 US Route One
PO Box 360
Scarborough, Maine • 04070-0360

TO: Town Council Members

FROM: Yolande P. Justice, Town Clerk

DATE: August 15, 2014

RE: **Food Handlers License Requests**

The following applicants are seeking approval on a new request for a Food Handlers License:

Nouria Energy Retail Maine, Inc., d/b/a Payne Road Lil' Mart #01024, located at 284 Payne Road; and,

Anusart Limsrithong, d/b/a Thai 9 Restaurant, located at 400 Expedition Drive, Unit G.

The completed applications are on file with Clerk's Office and there are no outstanding issues. It is recommended that these licenses be approved.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 20, 2014
REGULAR MEETING – 7:00 P.M.

Order No. 14-71. Move approval on the new request for a Liquor License from Anusart Limsrithong, d/b/a Thai 9 Restaurant, located at 400 Expedition Drive Unit G

Town of Scarborough, Maine
Town Clerk's Office
259 US Route One
PO Box 360
Scarborough, Maine • 04070-0360

TO: Town Council Members

FROM: Yolande P. Justice, Town Clerk

DATE: August 15, 2014

RE: **Liquor License Request**

The following applicant is seeking approval on a new Liquor License Application:

Anusart Limsrithong, d/b/a Thai 9 Restaurant, located at 400 Expedition Drive, Unit G.

The completed application is on file with Clerk's Office and there are no outstanding issues. It is recommended that this license be approved.

Phone: 207.730.4020 • Fax: 207.730.4033 • www.scarborough.me.us

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 20, 2014
REGULAR MEETING – 7:00 P.M.

Order No. 14-53. Move approval of the second reading on the proposed changes to Chapter 405 – the Town of Scarborough Zoning Ordinance to create a Transmission Tower Overlay District and to update the Performance Standards thereto.

Town of Scarborough, Maine
259 US Route One, PO Box 360
Scarborough, Maine • 04070-0360

To: Town Councilors
From: Dan Bacon, Planning Director
CC: Thomas Hall, Town Manager
Brian Longstaff, Zoning Administrator

Date: May 28, 2014

Subject: Proposed Amendments to the Zoning Ordinance for Wireless Facilities (Transmission Towers and Telecommunication Facilities)

Over the course of the past eight to twelve months the Ordinance Committee has been exploring approaches to help enable improved wireless communication and data coverage in Town where service is currently poor. This effort has involved exploring possible town owned lands that may be well positioned to provide wireless towers to improve service; having a consultant study the coverage gaps in Town and generate a comprehensive wireless antenna site assessment report; as well as crafting amendments to our zoning ordinance to more widely allow for new wireless antenna towers and building mounted antennas to improve wireless coverage.

As a result of this process, and what is proposed for Council consideration, is a fairly comprehensive update to the Town's standards and review process for the installation of wireless transmission towers and antenna facilities that is more contemporary to today's technology and needs, while also maintaining and bolstering a local board review process help ensure towers are installed in areas and ways that aren't overly impactful to abutters and the surrounding landscape.

This memo is intended to highlight the key amendments that are proposed. They are as follows:

- **Allowing for new transmission towers (wireless towers) in areas that exhibit poor coverage – permit this use in the Rural and Farming (RF) District; Rural, Farming and Manufactured Housing District (RFM); Village Residential 4 District (VR4); and Crossroads Planned Development District (CPD)**

  Using the coverage mapping done by IDK, it became clear that the area of west of the Maine Turnpike and the more rural areas along Spurwink Rd, Pleasant Hill Rd, Black Point Rd, Sawyer Rd area, and Pine Point Rd all have poor coverage. Based on review of our zoning map, these areas match up well with where the RF, RFM, VR4 and CPD all exist. So the broader zoning district change proposed is to allow transmission towers within the RF and RFM Districts, subject to Planning Board review and performance standards. This change will enable 8 out of the 11 sites recommended in the assessment report. In addition, the low density and lot sizes of 2 acres or greater in the RF Districts work well for siting a tower in a way that is less likely to crowd or

shadow neighboring properties. Further, the VR4 and CPD Districts are zones that are not heavily developed at this time and exhibit some larger lots that will enable tower installations that don't crowd existing homes and neighbors, while enabling a key coverage gap to be filled.

- **Allow taller transmission towers – permit towers up to 150 feet**

  Currently towers are limited to 100 feet in height, which can limit the ability to collocate service providers and can lead to more towers to meet coverage needs. The amendments propose a maximum tower height of 150 feet to enable collocation (which we are proposing to require) and help reduce the overall number of towers necessary.

- **Require collocation of providers**

  In order to reduce the overall number of towers needed to provide service from different providers, a performance standard is proposed to require new towers to provide space for the collocation of multiple providers.

- **Removal requirement for abandoned towers**

  This is a longer range standard, but transmission towers may end up being obsolete in the future, so a requirement has been added that abandoned towers need to be removed after a period of time and the site restored. This is typical in most modern ordinances.

- **Allow for stealth or building mounted wireless facilities**

  As another way to expand wireless service, the definition and allowance for antennas to be attached to buildings, or enclosed within them, (defined as telecommunication facilities) has been broadened and is proposed to be a special exception use to be reviewed and approved by the Board of Appeals in residential or mixed use zones and as a permitted use in commercial and industrial zones.

With these changes wireless providers should be in a position to pursue a variety of different sites in Scarborough to improve coverage and service for users, while also providing contemporary standards that promote collocation, minimize the overall number of installations, and provide thorough board review and permitting.

PROPOSAL DATED 5-28-14

Proposed Amendments to the Zoning Ordinance to Create a Transmission Tower Overlay District and Update the Performance Standards:

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BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that the following amendments to the Zoning Ordinance of the Town of Scarborough, Maine, be and hereby are adopted:

1. Amend the PERFORMANCE STANDARDS for TRANSMISSION TOWERS as follows (additions are underlined; deletions are struck through):

F. PERFORMANCE FOR STANDARDS--TRANSMISSION TOWERS AND TELECOMMUNICATION FACILITIES

~~In~~1. ~~-~~Transmission Towers - All new transmission towers or the increase in height of an existing transmission tower shall conform to the following standards and be reviewed and permitted under the Site Plan Review Ordinance by the Planning Board, unless the changes to the tower comply with subsection 11. below. The purpose of these standards are ~~order~~ to minimize adverse visual effects of transmission towers through careful design, siting, and vegetative screening; ~~and~~ to avoid potential damage to adjacent properties from tower failure and falling ice through proper engineering; to promote the collocation of service providers and the careful siting of tower structures; and to protect the public against any adverse impacts on the Town's public health, safety and welfare.~~transmission towers are subject to the following standards:~~

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~~1~~a. No transmission tower shall exceed ~~100~~ 150 feet in height as measured from the base of the tower to the highest point of the tower, including any attached receiving or transmitting antennas and devices.

~~2~~b. The base of the tower shall be set back from all property lines by a distance equivalent to 100% of the total tower height, including any attached transmitting or receiving antennas and devices. Accessory structures and guy wire anchors shall meet the minimum setbacks for the zoning district. The Planning Board may relax the 100% of the total tower height setback standard if the applicant secures a restrictive easement(s) from the abutting property(s) that allows for a lesser setback. The restrictive easement shall restrict the uses and structures within the easement area so as to allow the tower to be located closer to the property line than the 100% requirement above. A restrictive easement from an abutting property shall not however enable a tower to be sited closer to the abutting property line than the minimum front, side and rear yard setback requirements of the zoning district.

~~3~~c. Towers which are not subject to specific painting or color ~~or lighting~~ standards imposed by any federal or state agency shall ~~have a galvanized finish or~~ be painted in a sky tone above the top of surrounding trees and in an earth tone

below tree-top level or exhibit a similar camouflaging architectural treatment as determined by the Planning Board.

~~4~~d. Towers and attached antennas and devices shall not be artificially lighted, unless required by the FAA or other federal or state agency. If lighting is required, the Planning Board may review the available lighting alternatives and require the design that would cause the least impact to surrounding properties and views.

e. All new transmission towers shall be designed and constructed to accommodate colocation of additional antennas, equipment and facilities on the tower and site. To meet this standard the applicant, owner and all other tower users shall allow other commercial wireless telecommunication service providers using functionally compatible technology to collocate; shall provide a mechanism for the construction and maintenance of collocated antennas and infrastructure; and shall provide for reasonable sharing of costs in accordance with industry standards. To ensure colocation and prevent the need for additional new towers within the same coverage area, the Planning Board may require an existing or new tower to be increased in height up to the maximum height allowed and/or make other accommodations in order to provide for colocation. When designing a tower and site for colocation the facility should be designed to accommodate the inclusion of at least three additional telecommunication service providers. The Planning Board may waive the requirement for colocation or the number of additional providers to be colocated, but only after the Planning Board reviews and determines with satisfactory evidence that technical constraints prohibit colocation.

f. No advertising or signage is permitted on transmission towers or any attached transmitting and receiving antennas or devices.

g. Unless existing vegetation provides a buffer strip at least the width of the minimum yard requirements for the zoning district, all property lines along roadways or visible to existing abutting or nearby buildings (within a one-quarter mile radius) shall be landscaped as follows or greater:

~~A~~i. Six to eight foot evergreen shrubs shall be planted in an alternating pattern, 5 feet on center, within 15 feet of the property boundary.

~~B~~ii. At least one row of deciduous trees, not less than 2 ½ inches to 3-inch caliper measured 3 feet above grade and spaced not more than 20 feet apart shall be planted within 25 feet of the site boundary.

~~C~~iii. In lieu of the foregoing planting requirements, the Planning Board, during the site plan review process, may determine that existing vegetation may be supplemented to achieve an equivalent means of minimizing visual impact.

~~5~~h. In order to review the suitability of the existing or proposed buffer strip, vegetative screening, the proposed color or camouflaging treatment for the tower, and the overall visual effects of the tower, the Planning Board may require photo simulations of the tower within the landscape from a variety of perspectives.

i. As part of an application there must be a radio frequency coverage analysis showing existing or planned wireless facilities within 10 miles of the proposed location. Maps shall be supplied that indicate on street and in building coverage for both exiting/planned sites and the proposed location. The coverage analysis for the proposed location must show all available optional antenna heights if it is a co-location or all possible antenna heights starting at a minimum of 90 feet if it is a new facility. The coverage analysis must use each current licensed frequency band by the applicant.

j. Transmission towers erected after May 17, 1995 shall meet all applicable requirements of federal and state regulations and shall be designed and installed in accordance with the standards of the Electronic Industries Association (EIA) Structural Standards for Steel Antenna Towers and Antenna supporting Structures.

~~6~~k. Transmission towers existing before May 17, 1995 which do not comply with these performance standards or with the use or dimensional requirements of the zoning district in which they are located may continue to be used subject to the provisions of Section III of this Ordinance. The addition, removal or relocation of transmitting or receiving devices on such towers does not constitute the expansion or enlargement of the nonconforming use and does not require review under the Scarborough Site Plan Review Ordinance, provided the total height of the transmission tower, including attached devices, is not increased.

l. A transmission tower and associated facilities that is not operating for a continuous twelve month period shall be considered abandoned. The Code Enforcement Officer shall notify the owner of an abandoned facility in writing and order the removal of the facility within ninety (90) days of receipt of the written notice. The owner of the facility shall have thirty (30) days from the receipt of the notice to demonstrate to Code Enforcement that the facility has not been abandoned. If the owner fails to show that the facility is in active operation, the owner shall have sixty (60) days to remove the facility. The removal of the facility shall include removing the tower and associated facility and returning the site to its pre-construction condition including removing of roads and replanting vegetation.

If the facility is not removed within this period, the Town may remove the facility at the owner's expense. A copy of the relevant portions of a signed lease or other comparable signed legal instrument which requires the applicant to remove the tower and associated facilities and reclaim the site upon abandonment shall be submitted as part of the application.

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m. Transmission towers shall not be allowed within any Shoreland Zoning District, including the Shoreland Overlay District.

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2. Telecommunication Facilities – The purpose of these standards are to minimize any adverse visual effects of telecommunication facilities through careful design in attaching these facilities to buildings and structures so that these facilities are compatible and consistent with the building's design and architecture; to ensure proper engineering in the installation of these facilities; and to protect the public against any adverse impacts on the Town's public health, safety and welfare. In those zoning districts where telecommunication facilities are allowed as a special exception use, the Board of Appeals may issue a special exception for the installation of a telecommunication facility. In addition to meeting the standards for special exceptions in Section IV.(I)4, the follow standards below also apply. In those zoning districts where telecommunication facilities are permitted uses they shall conform to the following standards and be reviewed and permitted under the Site Plan Review Ordinance by the Planning Board.

a. If a telecommunication facility is proposed to be mounted or attached to the exterior of a building or structure the facility shall be designed and located in a manner that is consistent and compatible with the architecture of that building or structure. If applicable, the addition of a facility to the exterior of a building shall also comply with the Design Standards for Scarborough's Commercial Districts, including- the standards for rooflines and roof mounted equipment.

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b. Ground mounted equipment associated with, and accessory to, the telecommunication facility may be allowed through Board review and approval provided the Board finds there is adequate screening of this equipment and that is compatible with the site.

c. Exemption - Telecommunication facilities that are proposed to be full enclosed within an existing building and will not be altering the exterior dimensions of the building or the exterior appearance of the building to accommodate the facility, shall be exempt from special exception review by the Board of Appeals or site plan review by the Planning Board. These installations may be permitted through review and approval by the Code Enforcement Officer. Ground mounted equipment associated with, and accessory to, the telecommunication facility may be allowed by the Code Enforcement Officer provided there is adequate screening of this equipment and that is compatible with the site.

2. Amend Section XIII. RURAL, FARMING AND MANUFACTURED HOUSING DISTRICT – R-F-M. to add Transmission Towers to the list of permitted uses (additions are underlined; deletions are struck through):

23. Transmission towers subject to the performance standards of Section IX(F) of this Ordinance.

3. Amend Section XIV. RURAL AND FARMING DISTRICT – RF to add Transmission Towers to the list of permitted uses (additions are underlined; deletions are struck through):

22. Transmission towers subject to the performance standards of Section IX(F) of this Ordinance.

4. Amend Section XV.C. VILLAGE RESIDENTIAL 4 DISTRICT – VR4 to add Transmission Towers to the list of permitted uses (additions are underlined; deletions are struck through):

13. Transmission towers subject to the performance standards of Section IX(F) of this Ordinance.

5. Amend Section XX.C. CROSSROADS PLANNED DEVELOPMENT DISTRICT - CPD to add Transmission Towers to the list of permitted uses (additions are underlined; deletions are struck through):

45. Transmission towers.

6. Amend Section XVIII.B. HAIGIS PARKWAY DISTRICT HP to add Telecommunication Facility to the list of permitted uses (additions are underlined; deletions are struck through):

24. Telecommunication Facilities

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7. Amend Section XIX. REGIONAL BUSINESS DISTRICT B2 to add Telecommunication Facility to the list of permitted uses and delete it as a special exception use (additions are underlined; deletions are struck through):

24. Telecommunication Facilities

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~~5. Telecommunication Facility.~~

8. Amend Section XIXA. GENERAL BUSINESS DISTRICT B3 to add Telecommunication Facility to the list of permitted uses and delete it as a special exception use (additions are underlined; deletions are struck through):

19. Telecommunication Facilities

~~3. Telecommunication facilities~~

9. Amend Section XX. BUSINESS OFFICE RESEARCH DISTRICT BOR to add Telecommunication Facility to the list of permitted uses and delete it as a special exception use (additions are underlined; deletions are struck through):

22. Telecommunication Facilities

~~4. Telecommunication facilities~~

10. Amend Section XXA. RUNNING HILL MIXED USE DISTRICT RH to add Telecommunication Facility to the list of permitted uses and delete it as a special exception use (additions are underlined; deletions are struck through):

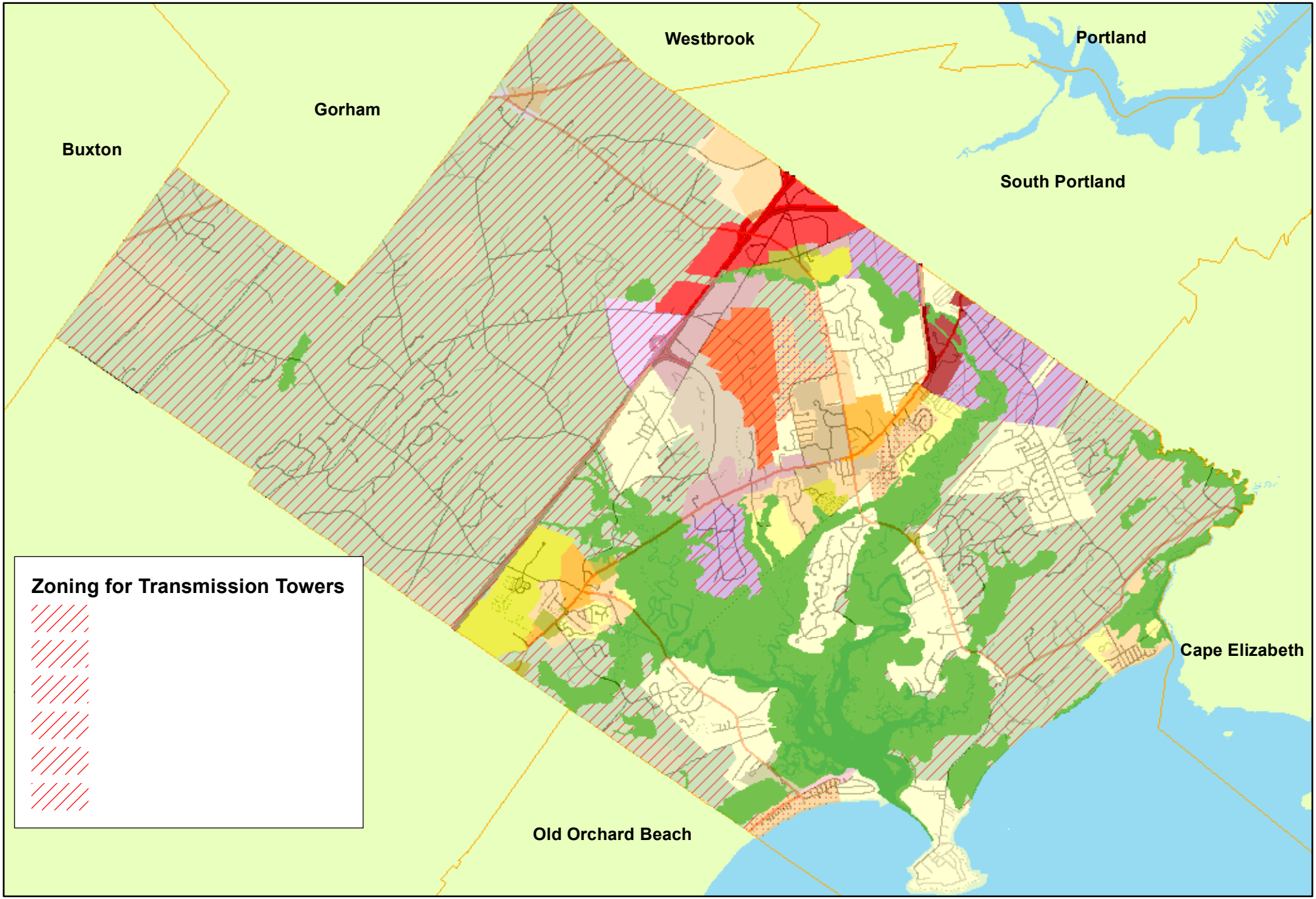
28. Telecommunication Facilities

~~4. Telecommunication facilities~~

11. Amend the definition of Transmission Tower and Telecommunication Facility under Section VI. DEFINITIONS as follows (additions are underlined; deletions are struck through):

Transmission Tower:
Any structure which extends more than 35 feet above grade or more than 10 feet above the highest point of the building or structure to which it is attached, whichever is higher, and which is used for the wireless transmission or reception of electric impulses or signals by means of electromagnetic waves. The term transmission tower does not include structures utilized by the Town of Scarborough for public safety or public works communications or utilized in the operation of federally licensed amateur radio stations, which are permitted in all zoning districts where municipal uses are allowed.

Telecommunication Facility:
Transmission and reception antennas, cables, electronic equipment and associated facilities used for wireless transmission and reception of voice or data, mounted on, or enclosed within, a ~~municipal~~ building, structure or use ~~or a place of worship~~, no part of which shall be more than ten (10) feet above the height of the existing structure to which it is attached.



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, delineation, or transfer. Any service utility information shown is intended for general information only. Other utilities may be present, and the appropriate utility owner should be contacted for detailed information. GIS data is not intended for engineering design. Field verification is recommended.

N

Prepared By: Aimee Dubois
Date Prepared: July 1, 2011

Zones Proposed to Permit Transmission Towers

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 20, 2014
REGULAR MEETING – 7:00 P.M.

Order No. 14-72. Move approval of the first reading on the proposed designation of Griffin Road Affordable Housing Development District and adopting the Development Program for such District and authoring a credit enhancement agreement for such District**,** pursuant to the attached Order No. 14-72 and the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended and authorize the Town Manager to sign any and all documents pursuant to said District and schedule a public hearing and second reading for Wednesday, September 3, 2014.

TOWN COUNCIL
ORDER #14-72

AN ORDER DESIGNATING THE GRIFFIN ROAD AFFORDABLE HOUSING DEVELOPMENT DISTRICT AND ADOPTING THE DEVELOPMENT PROGRAM FOR SUCH DISTRICT

WHEREAS, the Town of Scarborough (the "Town") is authorized pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area or areas within the Town as an affordable housing development district and adopt a development program for such district; and

WHEREAS, there is a need for the development of affordable, livable housing and the containment of the costs of unplanned growth in the Town of Scarborough, in the surrounding region, and in the State of Maine; and

WHEREAS, the designation of the District and implementation of the Development Program will help to improve and broaden the tax base in the Town of Scarborough and improve the economy of the Town of Scarborough and the region by attracting business development to the Town; and

WHEREAS, the Town will hold a public hearing on the question of establishing the District, in accordance with the requirements of 30-A M.R.S.A. § 5250, upon at least ten (10) days prior notice published in the *Portland Press Herald*, a newspaper of general circulation within the Town; and

WHEREAS, the Town desires to designate ***Griffin Road Affordable Housing Development District*** (the "District") and adopt a development program for the District (the "Development Program"); and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority ("MaineHousing") approving the designation of the District and the adoption of the Development Program for the District;

NOW THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE TOWN OF SCARBOROUGH, MAINE:

Section 1. The designation of the District and pursuit of the Development Program will create affordable, livable housing within the Town of Scarborough, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby designates ***Griffin Road Affordable Housing Development District*** and hereby adopts the Development Program for the District described as more particularly set forth in the documents presented to the Town Council in conjunction with this Order.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5250-A, the percentage of captured assessed value to be retained in accordance with the Development program is hereby established as set forth in the Development Program.

Section 4. The Town Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to

MaineHousing for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and further is authorized and directed to execute a Credit Enhancement Agreement consistent with the provisions of ***Griffin Road Affordable Housing Development District*** Development Program as presented and approved herein and to create the accounts and take all the actions described in such agreement, if and when the Town Manager is presented with a written copy of the MaineHousing "Notice to Proceed" with respect to the Project to be located in the District.

Section 5. The Town Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Development Program for the District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the District by MaineHousing, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program. The Town Manager is also hereby authorized and directed to submit any reports to MaineHousing regarding the District and Development Program throughout the term of the District.

Section 6. The foregoing designation of the District and the adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the proposed District by MaineHousing without requirements of further action by the Town, Town Council or any other party.

Section 7. The Town hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for residential use, blighted area or is in need of rehabilitation or redevelopment; and

b. The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town, and the total area of all development districts within the Town does not exceed five percent (5%) of the total acreage of the Town; and

c. The original assessed value of the District plus the original assessed value of all existing affordable housing development districts within the Town does not exceed five percent (5%) of the total acreage of the Town.

d. The District and pursuit of the Development Program will contribute to the expansion of affordable housing opportunities within the municipality or to the betterment of the health, welfare or safety of the inhabitants of the Town. The Town has considered all evidence, if any, presented to it with regard to any substantial detriment to another party's existing property interests in the Town and has found and determined that such interested party's property interests in the Town are outweighed by the contribution made by the District or Development Program to the availability of affordable housing within the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town.

Section 8. The Town Manager is authorized to file the yearly reports required by Title 30-A M.R.S.A. § 5250-E and otherwise to take all lawful actions required in the administration of the District and Development Program.

Dated First Reading: August 20, 2014
Dated Second Reading: September 3, 2014

APPLICATION
Affordable Housing Tax Increment Financing

All applications to MaineHousing for approval of an affordable housing development district and associated development program must use this form.

Before submitting the form the Applicant's municipal legislative body must approve the substantive contents of the form and its attachments.

Section 1 - Applicant Information

1-1. **Applicant:** Town of Scarborough

1-2. **Application submittal date:** _____

1-3. **Municipal official submitting this application:**

Thomas Hall
Printed name

_____ _____
Signature **Date**

The person signing above attests that the information contained in this application is true and correct to the best of his or her knowledge.

Title	**Town Manager**
Mailing address	**259 U.S. Route 1 / P.O. Box 360** **Scarborough, ME 04074-0360**
Phone number	**(207) 730-4031**
Email address	**thall@ci.scarborough.me.us**

1-4. **Name of Affordable Housing Development District and Development Program:**

Griffin Road Affordable Housing Development District

1-5. **Date of public notice:** 8/10/2014 *(Notice must be published at least 10 days prior to the public hearing. The actual newspaper page containing the notice and showing the newspaper name and date must be provided as Attachment 1.)*

1-6. **Date of public hearing:** 8/20/2014 *(A copy of the meeting record must be provided as Attachment 2.)*

1-7. **Municipal official with authority to submit annual reports on the status of the Affordable Housing Development District on behalf of the municipal legislative body:**

Name	**Thomas Hall**
Title	**Town Manager**
Phone number	**(207) 730-4031**
Email address	**thall@ci.scarborough.me.us**

1-8. **Did the municipal legislative body:**

a. **Specifically consider and approve the substantive contents of this form and attachments, after the required 10 day public notice and public hearing? (yes or no)** Yes

b. **Consider comments received at the public hearing? (yes or no)** Yes *(If an interested party claimed that the district or development program will be detrimental to that party's existing property interests, the legislative body must consider the evidence presented and whether any adverse economic effect is outweighed by the availability of affordable housing or health, welfare or safety improvements for the municipality's residents.)*

c. **Consider whether the district and development program will expand affordable housing opportunities or improve the health, welfare or safety of municipal residents? (yes or no)** Yes *(The municipal legislative body must take these factors into account.)*

1-9. **Date of municipal approval:** _____/14 **(A copy of the municipal resolution or order and vote must be included as Attachment 3.)**

Section 2 - Affordable Housing Development District Characteristics

2-1. **General description of District** *(such as existing residential and nonresidential land uses, adjacent streets, etc. A municipal map or photo showing District boundaries must be included as Attachment 4.)*

The proposed district is 5 Griffin Road in Scarborough. The site includes Griffin Road, which is private, but the buildable area is located at the end of Griffin Road, which is off Route 1 near the intersection with Route 9 (Dunstan's Corner). The site is currently vacant. The site is relatively flat to the north and west with an increasing slope to the east and south.

2-2. **Tax map and lot number (and block no. if applicable):** Map U33 Lot 51 *(A tax map with district boundaries shown must be provided as Attachment 5.)*

2-3. **Acreage of the District:** 3.55

2-4. **District duration:** 17 years *(Up to 30 full tax years maximum beginning on the April 1 following the date of MaineHousing approval.)*

2-5. **Municipal fiscal years during which tax increment will be used for approved project costs:**

First fiscal year start date: 7/1/2015
Last fiscal year end date: 6/30/2032

2-6. **Original assessed value (OAV) and OAV date:** $216,800 as of March 31, 2014. *(The OAV date must be the March 31 immediately preceding MaineHousing approval. A certified letter from the tax assessor with OAV and OAV date must be provided as Attachment 6. Please note that the OAV is based on the taxable value of the property in the district, so the OAV of a tax exempt property is zero.)*

2-7. **Zoning of District land and allowed uses:** *(Please provide a description of any contract zone, if applicable.)*

Town and Village Centers (TVC) District

The purpose of the TVC District is to provide for and encourage village and town centers within Scarborough that exhibit village style development and offer a mix of retail, office, service, civic, and residential uses in an environment conducive to both pedestrians and motorists. Senior housing is listed as a permitted use in the TVC District.

2-8. **Description showing that at least 25% of District area is suitable for residential use; blighted; or in need of rehabilitation/redevelopment:**

The site is well-located for housing, adjacent to both an existing residential area and less than 500' from Route 1 and its businesses. The site is a vacant lot surrounded by developed lots, and is serviced by municipal sewer and water services and overhead electric. The site is therefore 100% suitable for residential use.

2-9. **District area as a percentage of total municipal acreage:** *District acreage divided by total municipal acreage = 0.02% (Cannot exceed 2%)*

2-10. **Total area of all development districts as a percentage of total municipal acreage:** *Existing and proposed affordable housing + municipal development district acreage divided by total municipal acreage = 3.38% (Cannot exceed 5%)*

2-11. **OAV of all affordable housing development districts as a percentage of all taxable property value***: Aggregate OAV of existing and proposed affordable housing development districts divided by aggregate taxable property value at April 1 preceding MaineHousing approval date = 0.01% (Cannot exceed 5%)*

Section 3 - Affordable Housing Development Program

Development Characteristics

3-1. **General description of the intended development:** *(Overall character of uses in the District must be primarily residential, i.e., housing and related uses such as child care, recreational and small-scale commercial facilities serving District residents.)*

The proposed Griffin Road Senior Housing project will create 36 units of affordable elderly rental housing, with associated amenity and community spaces. All 36 units will be one-bedroom units, targeted to households with incomes at or below 60% of AMI.

3-2. **Number and type of housing units to be developed within the District:**

	Market rate units		Affordable units		
	Number of units	Unit size (# of BR)	Number of units	Unit size (# of BR)	Income Limit(s) (% of AMI)
New rental units			36	36 1 BR	50-60% AMI
Rehabilitated rental units					
New homes, including condos					
Rehabilitated homes, including condos					
Total units within the District:			36		

3-3. **Affordable housing units as a percentage of total housing units within the District:** 100% *(Minimum of 33%.)*

3-4. **Schedule for development:**

The project will be submitted for MaineHousing Low Income Housing Tax Credit (LIHTC) approval. It is anticipated that a Notice to Proceed will be issued in December 2014 and construction loan closing and construction start would occur in May 2015. The project will be placed in service in March 2016 with full occupancy by November 2016.

3-5. **Length of affordability period(s):** *(Minimum of 10 years for owner-occupied homes and condos and 30 years for rental units).* Length of the affordability period will be 45 years, pursuant to a Extended Use Agreement to be executed with MaineHousing.

3-6. **Mechanism(s) for ensuring ongoing affordability:** *(Copies of covenants or restrictions for ensuring affordability to households at or below 120% of area median income must be provided as Attachment 7.)*

The project will be developed with Low Income Housing Tax Credit equity and thus subject to an Extended Use Agreement with MaineHousing, which will be executed at loan closing and a copy filed at the registry of deeds.

3-7. **Name of affordable housing developer:** The developer is Griffin Road Development LLC. That entity is composed of Developers Collaborative principal Kevin Bunker, doing business as Developers Collaborative Predevelopment, LLC, and William Risbara and Rocco Risbara, doing business as Risbara Properties, LLC. Developers Collaborative has developed over 300 units of affordable, tax credit housing. The owner will be Griffin Road Housing LP.

3-8. **Description of how the housing and facilities to be funded with tax increment revenues will be operated, including responsible entity and funding:**

When completed, the project will be managed by an experienced manager of subsidized housing properties with extensive LIHTC training. The total annual cost of operations for the project is budgeted at $249,911. The breakdown by category is as follows: administrative 22%; utilities 16%; maintenance 33%; general expenses 22%; and reserves 7%. The financing for operating expenses is primarily through tenant rents (96%). TIF payments made to reimburse project costs (4%) make up the remainder. Resident Services will be available via an on site coordinator 8 hours per week. Griffin Road Senior Housing will be managed as a smoke free building. TIF income will be used to create greater affordability than standard MSHA underwriting. 40% of project will be affordable to seniors at 50% AMI with the balance at 60% AMI.

Related Requirements

3-9. **Description of local affordable housing need and how proposed Development Program meets the need:**

The proposed project seeks to address the shortage of decent and safe affordable housing for seniors in the Scarborough area. Scarborough is designated as a service center community with high need of elderly housing in the 2014 QAP. In addition, Scarborough's 2006 Update of the Comprehensive Plan identified a need for an additional 46 affordable rental units for low income elderly households, which would increase over the next ten years as the number of seniors continues to grow. The 2006 Update also establishes several relevant actions: 1) Action A.3.a: "Allow and encourage a range of senior housing opportunities within our growth areas;" 2) Action A.4.a: "Encourage affordable housing through density bonus provisions;" and 3) Action H.2.e: "The Town should use Affordable Housing Tax Increment Financing to facilitiate the construction of infrastructure needed to support new affordable housing."

3-10. **Date of comprehensive plan final adoption** July 19, 2006 **, whether the proposed development is consistent with the plan (yes or no)** Yes**, and whether the Development**

Program complies with Maine law limiting growth-related capital investments (see 30-A M.R.S.A. §4349-A), (yes or no): Yes

3-11. **Potential conflict with municipal charter (yes or no):** No

3-12. **Description of plan for relocation of persons displaced by development activities (or statement that no relocation is necessary):**

The existing site is currently vacant so no relocation is required.

3-13. **Description of environmental controls to be applied (or statement of commitment to appropriate environmental controls, such as permitting and licensing, adherence to laws and regulatory conditions, and use of qualified contractors):**

The project is committed to following all local and state laws and regulations. Locally, full planning board site plan approval was granted on _____, 2014. A Phase I environmental study will be conducted and any necessary corrective action taken. Any environmental issues will be fully remediated as part of the Project. A qualified general contractor will be chosen from a select bid list compiled with the approval of MaineHousing.

Financial Plan

3-14. **General explanation of how development within the District will be financed and accomplished, including cost estimates for the Development Program and all sources of anticipated funds:** *(An itemized development budget showing all sources and uses of funds for development in the District must be provided as Attachment 8.)*

The Total Development Cost is budgeted at $5,349,247. Griffin Road Senior Housing will be financed primarily through Low Income Housing Tax Credits. The project will seek an award of 2015 Low Income Housing Tax Credits in the amount of $434,214, which is projected to provide an equity yield to the project of $3,690,451. In addition, the project will seek a Rental Loan Program subsidy in the amount of $1,083,796. A RLP Loan of $575,000 is also contemplated.

3-15. **Captured assessed value (CAV):** *(List the percentage of increased assessed value of the District to be retained as CAV, or describe the method or formula for determining the percentage of CAV. Annual estimates of captured assessed value must be provided as Attachment 9.)*

100%

Estimated tax shifts from the designation of captured assessed value *(Annual estimates of tax shifts for each year the District is in effect must be provided as Attachment 10, using the formulas provided in Attachment 10-A.)*

$9,791 Total revenue sharing tax shift
$216,899 Total education subsidy tax shift
$19,575 Total county tax shift

3-16. **Estimated total tax increment revenues:** *(Must be consistent with amounts shown in Attachment 9.)*

$548,568

3-17. **Portion of total tax increment revenues to be allocated to the Developer** 50% **and Municipality** 50% *(May be defined in dollars, percentages, or by formula. A copy of the associated formal agreement such as a Credit Enhancement Agreement, if applicable, must be included as Attachment 11.)*

3-18. **Itemized description of specific project costs that may be funded in whole or in part with tax increment revenues (listed in order of priority for using tax increment revenues):** *(A general list of potential uses is not sufficient.)*

(Allowable uses within the District include the capital, financing, real property, professional services or ongoing operating costs associated with the affordable housing development; relocation costs; costs of recreational facilities; costs of child care facilities; costs associated with small scale non-residential uses that contribute to a specific, identified betterment of the health, welfare or safety of the inhabitants of the municipality, including specific benefit to the residents of the District; and administrative and organizational costs associated with establishing or implementing the District.)

(Allowable uses outside the District must be directly related to or made necessary by the District, including but not limited to: costs of infrastructure or public safety improvements, costs to mitigate any adverse impact of the District on the municipality and its constituents, including school costs; and costs to establish permanent housing development revolving loan funds or investment funds.)

Specific improvements or activities to be funded with tax increment revenues	Timing of each planned improvement	Amount ($) to be funded with tax increment revenues	Amount to be funded by other sources		Location within or outside District?	Resulting public benefit
			Amount ($)	Source		
Project Operating Costs (Administrative, Utilities, Maintenance, Insurance, Replacement Reserves)	semi-annual	estimated $274,284 ($12,404 in year two with annual increases over 16 years)	estimated $5,826,561 ($163,728 in year one, stabilized in year two at $327,456 with 2% annual increase over 16 years)	project rents	Inside	Provision of new senior affordable housing; greater affordability than standard MSHA underwriting
Contributions to Affordable Housing Initiative Fund	annual	up to estimated $274,284			Outside	Further the establishment of permanent affordable housing within Scarborough

Total costs:		$548,568	$5,826,561			

3-19. **Potential alternative uses of tax increment revenues and the circumstances under which these alternatives would be pursued:**

N/A

3-20. **Justification for any use of tax increment revenues outside of the District boundaries, if applicable:** *(Be specific about how improvements located outside of the District are directly related to or made necessary by the creation or operation of the District. Attach related studies, if applicable.)*

MaineHousing has determined that a direct relationship exists between the use of fund proceeds for affordable housing development outside the boundaries of the affordable housing development district and the creation of the district.

3-21. **If one of the intended uses of tax increment revenues is a housing development revolving loan or investment fund, provide the following information:**

a. **A description of the fund, including type, purpose, operation, and provisions for repayment or return of fund proceeds to the fund:**

The Affordable Housing Initiative Fund, segregated from the Town's general revenue, shall be used to further the establishment of affordable housing within Scarborough: These funds "may be used for the land acquisition, infrastructure, and/or building construction costs of an affordable housing project… A portion of these funds may also be used to establish a revolving loan program to provide direct financial assistance to qualified homebuyers with down payments and other financing needs for purchasing affordable housing units." See Section VIIC(B)(5) of Chapter 405, Zoning Ordinance, Town of Scarborough, as of March 19, 2014 (the "Ordinance").

The Affordable Housing Initiative Fund has been established but is not yet funded.

Section VI of the Ordinance provides the following definition of "affordable housing":

"Affordable Housing means decent, safe and sanitary living accomodations that are affordable to households, in accordance with the following provisions:
A. An Owner-Occupied Affordable Housing Unit is a unit which has an expected sales price that is reasonably anticipated to result in monthly housing costs (including mortgage principal, interest, and insurance; homeowners' insurance costs, real estate taxes and basic utility and energy costs) that do not exceed 30% of a household's gross monthly income. The qualified household gross income for an Affordable Housing Unit is 120% or less than the most recently published Portland, Maine, MSA Median Family income adjusted for family size and consistent with the income

thresholds published by the U.S. Department of Housing and Urban Development for the region.
B. Renter-Occupied Housing Unit is a unit which is leased to a household (inlcuding rent and basic utility and energy costs) for an amount that does not exceed 30% of the household's gross monthly income. The qualified household gross income for a Renter-Occupied Housing Unit is 80% or less than the most recently published Portland, Maine, MSA Median Family Income adjusted for family size and consistent with the income thresholds published by the U.S. Department of Housing and Urban Development for the region."

b. **Timing for establishing and using the fund:**

Contributions to the fund would occur annually. Use of the funds would occur as needed.

c. **The property to be purchased or the housing to be developed with fund proceeds:**

Fund proceeds will be used to support the creation of affordable housing (as defined in 3-21(a) above) in Scarborough.

3-22. **If municipal debt financing will be used to finance approved project costs:**

a. **Principal amount, maturity *(maximum 20 years)* and type of each municipal debt issuance *(i.e. general obligation bonds, revenue bonds, notes or other evidences of indebtedness*):**

N/A

b. **Aggregate principal amount of municipal general obligation debt relating to affordable housing development districts (including proposed District) within county in which municipality is located:** *(Cannot exceed $50 million.)*

N/A

c. **List of improvements to be financed with municipal bonds:**

N/A

d. **Timing of improvements financed with municipal bonds:** *(Must be completed within 5 years from MaineHousing approval date.)* N/A

Section 4 - Attachments

Attachment 1 -- Public hearing notice (actual copy showing newspaper name and date)

Attachment 2 -- Copy of meeting record at which public hearing was held

Attachment 3 -- Copy of resolution or order and vote

Attachment 4 -- Municipal map or photo showing District boundaries

Attachment 5 -- Tax map, with District boundaries shown

Attachment 6 -- Certified letter from tax assessor with original assessed value for the District as of March 31 immediately preceding date of MaineHousing approval

Attachment 7 -- Language for covenants or restrictions for ensuring affordability to households at or below 120% of area median income (AMI)

Attachment 8 -- Itemized development budget showing all sources and uses of funds for development in the District

Attachment 9 -- Captured assessed value calculations for each year the District will be in effect

- Annual estimates of increased assessed value of the District ($)
- Annual portion of increased assessed value to be retained as captured assessed value
- Resulting tax increments

Attachment 10 -- Estimated tax shifts for each year the District will be in effect, using the tax shift formulas included in Attachment 10-A

Attachment 11 – Formal agreement such as a Credit Enhancement Agreement

Attachment 1
Public Hearing Notice

Attachment 2
Public Meeting Record

Attachment 3
Town Order

Attachment 4
TIF District Boundaries

BROAD TURN ROAD
MOBIL GAS STATION
THE DAIRY CORNER
PINE POINT ROAD
DUNSTAN PLAZA
MAINE SMOKE SHOP
THE BOOK CD & MOVIE EXCHANGE
DUNSTAN DENTAL CENTER
WING LEE
PLAN OF BUILDING LOTS L.P. & E.C.SKILLIN
N/F NANCY J. BOSSERT RICHARD O. BOSSERT 22415/326
N/F EDITH M. ROACH 26193/264
N/F KEVIN MURPHY 23347/43
N/F MARC A. TOMUSCHAT MARCO E. GEYER-TOMUSCHAT 23525/169
N/F RANDALL P. FREDERICK 25594/21
N/F DANIEL T. DIBIASE 29826/271 FROM ROYAL ENTERPRISES LLC 09-11-2011 5,770 sq.ft. 0.22 acres
N/F DANIEL T. DIBIASE 28933/33 FROM ROYAL ENTERPRISES LLC 09-11-2011 7,179 sq.ft. 0.16 acres
ROCK N ROLL DINER
U.S. ROUTE ONE
GRIFFIN ROAD
N/F WALTER L. EMERY PHYLLIS M. EMERY 3275/177
N/F GERARD J. TOURIGNY KATSIARINA ZONKO 27319/220
N/F SEAN J. TIPTON 28244/216
N/F GENA M. MEDUSKI 29685/290
N/F ROBERT M. CARRIER DONNA A. CARRIER 29559/197
N/F RISBARA BROS CONST. CO., INC 29803/137 LOT 21 15,406 SF
N/F RISBARA BROS CONST. CO., INC 29803/137 LOT 61 15,708 SF
N/F RISBARA BROS CONST. CO., INC 29803/137 LOT 60 13,412 SF
RISBARA PROPERTIES, LLC 29803/141 140,918 sq.ft. 3.24 acres
N/F BINGHAM PROPERTIES LLC 23077/279
N/F ELENA FRANK 29014/123 FROM LINDA R. ROY LIVING TRUST 10-05-2011 14,570 sq.ft. 0.33 acres
N/F JAMES E. IANNETTA JERI L. IANNETTA 26247/160
IANNETTA OSTEOPATHIC MANIPULATION
N/F LINDA R. ROY LIVING TRUST 28115/36
NON-ZONE LINE
TWO ZONE LINE
TWO ZONE LINE
DUNSTAN COMMONS
MILLER ASSOCIATES
TUCKER & TUCKER
BLUE HORIZON REAL ESTATE
BLUE SKY MORTGAGE
THERAPY WORKS
GENEVA L. MESERVE LCPC
T.K. POWER EQUIPMENT ACE HARDWARE
N/F EMMA DANN 18280/207
N/F NATHAN L. GOBEIL SURAIYA T. GOBEIL 18176/290
N/F PETER D. DAVOLI MARTHA J.M. DAVOLI 11119/13
ORCHARD STREET
CROSSING DRIVE
SURREY LANE
CARRIAGE CROSSING SUBDIVISION
CARRIAGE CROSSING II SUBDIVISION

Attachment 5
Tax Map with TIF District Boundaries

Town of Scarborough Maine

For Assessing Purposes Only

Legend

- Railroad
- Easement & ROW Lines
- Parcels
- Water
- Townlines
- Surrounding Towns
- Zoning

April 1, 2014

Revised: 7/31/2014

1 inch = 100 feet

Map Number

U033

Zone TVC
Zone R4
Zone R3
Zone RP
Zone RF
Map U031
Map U032
Map U033
Map U034
Map R064
Map R065
Map R068
BROADTURN RD
PINE POINT ROAD
HIGGINS STREET
GRIFFIN RD
ORCHARD STREET
ORCHARD ST
DOUGLAS RD
DUNSTAN LANDING ROAD
MARSH WINDS CONDOMINIUM
STATE OF MAINE
SURREY LANE
CROSSING DR
EQUESTRIAN WAY
STEEPLECHASE DRIVE
BRIDLE CT
CARRIAGE WAY
CHURCH ST
FOXWELL DR
C.M.P. EASEMENT
TOWN EASEMENT
COMMON

Attachment 6
Assessor's Certification

ASSESSOR'S CERTIFICATE OF ORIGINAL ASSSESSED VALUE

TOWN OF SCARBOROUGH

GRIFFIN ROAD AFFORDABLE HOUSING DEVELOPMENT DISTRICT

The undersigned Assessor for the Town of Scarborough, Maine, does hereby certify that the tax map showing the boundaries of the proposed Griffin Road Affordable Housing Development District, as shown in Attachment 5, is an accurate depiction of the proposed District. The Original Assessed Value of the proposed District as of March 31, 2014 (April 1, 2013) was Two Hundred and Sixteen Thousand and Eight Hundred Dollars ($216,800).

IN WITNESS WHEREOF, this Certificate has been executed as of this 31st day of July, 2014.

TOWN OF SCARBOROUGH ASSESSOR

By: _____

Printed name: WILLIAM HEALEY

Attachment 7
Affordability Covenants

(District to be subject to MaineHousing LIHTC Restrictions – Please see Section 3-6 of Application)

Attachment 8
Development Budget

SOURCES AND USES OF FUNDS

SOURCES OF FUNDS	Permanent	Construction Period	Terms/Comments		
Amortizing Debt			Rate	Term	Paymnt
MSHA RLP	575,000		6.00%	30	$34,500
FHLBB Debt	-		5.75%	30	$0
Subtotal Amortizing Debt	575,000				$34,500
Soft Debt					
City FedHome	1,098,246	1,098,246	-	NPV	
MSHA RLP		-	0.0%	30	$0
MSHA Part E	-	-			
		-			
Subtotal Soft Debt	1,098,246	1,098,246			
Construction Loan		2,835,610			
Total Debt Financing	1,673,246	3,933,856			
City Transportation Grant	-	-			
LIHTC Syndication Proceeds	3,679,491	735,898			
Federal Historic Credit Proceeds	-	0		Total Fed	3,679,491
State Historic Credit Proceeds	-	-	-	Total Hist	-
TOTAL SOURCES	5,352,737	4,669,754			

USES OF FUNDS	Total	Construction Period
Acquisition/Demo	540,000	540,000
Construction	3,267,354	3,267,354
Soft Costs	500,646	500,646
Financing Fees	133,500	122,000
Other Soft Costs	43,088	43,088
Development Fee	590,000	196,667
Reserves	278,300	-
TOTAL USES	5,352,888	4,669,754
DEVELOPMENT CONTINGENCY (GAP)	**(150)**	**-**

GRIFFIN RD SENIOR HOUSING

DEVELOPMENT BUDGET AND LOW INCOME HOUSING TAX CREDITS			
Development Budget	**Total**	**4% Basis**	**9% Basis**
ACQUISITION/DEMOLITION		-	
Land	540,000		
Buildings	-	-	-
Demolition	-	-	-
Subtotal Acquisition/Demo	540,000	-	-
CONSTRUCTION			
Site Work	275,000	-	275,000
Off site road improvements	133,000	-	-
Structures	2,689,480		2,689,480
Equipment/Appliances	-		-
Construction Contingency	154,874		154,874
Abatement	-		-
Furnishings (Includes Tenant Computers)	15,000		15,000
OJT Fund	-		-
Subtotal Construction	3,267,354	-	3,134,354
SOFT COSTS			
Permits & fees	159,696		159,696
Engineer/Survey	43,000	-	43,000
Architect	208,950	-	208,950
Real Estate Attorney	45,000		45,000
Title Insurance & Recording	12,000		12,000
Accounting/ Cost Certification	7,000	-	7,000
Const. Taxes & Insurance	25,000		25,000
Subtotal Soft Costs	500,646	-	500,646
FINANCING EXPENSES			
Constr. Loan Orig. Fee	12,000	-	12,000
Construction Legal & Inspection	35,000		35,000
Construction Interest	75,000	-	75,000
Other Financing Expenses	-		
Perm. Loan Orig. Fee	11,500	-	-
Subotal Financing	133,500	-	122,000
OTHER SOFT COSTS			
Market Study	5,000		5,000
Property Appraisals	5,000		5,000
Environmental Report & Testing	2,600	-	2,600
Construction Oversight	-		-
Historic Consultant	-		-
Tax Credit Fees	17,488		-
Soft Cost Contingency	5,000	-	5,000
Investor Due Diligence	-		-
TIF Consultant & Legal	-		-
Organizational Legal	8,000		
Subtotal Other	43,088		17,600
DEVELOPER'S FEES			
Developer's Ovhd. & Profit	590,000	-	590,000
Consultant		-	-
Subtotal development fees	590,000	-	590,000
PROJECT RESERVES			
Rent Up & Marketing Reserve	36,000	-	-
Operating Reserve	142,206	-	-
Replacement Reserve	26,895	-	-
Prepaid Taxes & Insurance	51,600	-	-
Prepaid Monitoring	21,600	-	
Subtotal Reserves	278,300	-	-
TOTAL PROJECT COST	5,352,888	-	4,364,600
ELIGIBLE BASIS		-	4,364,600
LESS FEDHOME			-
LIHTC ELIGIBLE BASIS			4,364,600
APPLICABLE FRACTION	100.00%		less fed HTC
QUALIFIED BASIS		-	4,364,600
QUALIFIED CT ADJUSTMENT	130%		5,673,979
CREDIT PERCENTAGE		3.24%	7.63%
ANNUAL LIHTC ELIGIBLE		-	432,925
			432,925
ANNUAL LIHTC ALLOCATED			432,925
NET PROCEEDS	85.00%	99.99%	3,679,491

Attachment 9
Captured Assessed Value Calculations

TIF Year	Tax Year- April 1	Total added Valuation	Captured Valuation	Non-Captured Valuation	Estimated Mill Rate	Tax Assessment on Valuation Increment	Total Captured Revenue	Captured Revenue to Developer Project Account	Captured Revenue to Municipal Project Account
1	2015	$0	$0	$0	15.21	$0	$0	$0	$0
2	2016	$1,583,200	$1,583,200	$0	15.67	$24,808	$24,808	$12,404	$12,404
3	2017	$1,601,200	$1,601,200	$0	16.14	$25,843	$25,843	$12,921	$12,921
4	2018	$1,619,380	$1,619,380	$0	16.62	$26,920	$26,920	$13,460	$13,460
5	2019	$1,637,742	$1,637,742	$0	17.12	$28,042	$28,042	$14,021	$14,021
6	2020	$1,656,287	$1,656,287	$0	17.64	$29,211	$29,211	$14,605	$14,605
7	2021	$1,675,018	$1,675,018	$0	18.17	$30,427	$30,427	$15,214	$15,214
8	2022	$1,693,936	$1,693,936	$0	18.71	$31,694	$31,694	$15,847	$15,847
9	2023	$1,713,044	$1,713,044	$0	19.27	$33,013	$33,013	$16,506	$16,506
10	2024	$1,732,342	$1,732,342	$0	19.85	$34,386	$34,386	$17,193	$17,193
11	2025	$1,751,833	$1,751,833	$0	20.45	$35,816	$35,816	$17,908	$17,908
12	2026	$1,771,520	$1,771,520	$0	21.06	$37,306	$37,306	$18,653	$18,653
13	2027	$1,791,403	$1,791,403	$0	21.69	$38,856	$38,856	$19,428	$19,428
14	2028	$1,811,485	$1,811,485	$0	22.34	$40,470	$40,470	$20,235	$20,235
15	2029	$1,831,768	$1,831,768	$0	23.01	$42,151	$42,151	$21,076	$21,076
16	2030	$1,852,254	$1,852,254	$0	23.70	$43,901	$43,901	$21,951	$21,951
17	2031	$1,872,944	$1,872,944	$0	24.41	$45,723	$45,723	$22,862	$22,862
17 Year TIF Total		**$27,595,356**	**$27,595,356**	**$0**		**$548,568**	**$548,568**	**$274,284**	**$274,284**

Attachment 10
Estimated Tax Shifts

TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts on Municipality from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2015	$0	$0	$0	$0	$0	$0
2	2016	$1,583,200	$1,583,200	$12,444	$562	$929	$13,935
3	2017	$1,601,200	$1,601,200	$12,585	$568	$962	$14,116
4	2018	$1,619,380	$1,619,380	$12,728	$575	$997	$14,300
5	2019	$1,637,742	$1,637,742	$12,873	$581	$1,032	$14,486
6	2020	$1,656,287	$1,656,287	$13,018	$588	$1,069	$14,675
7	2021	$1,675,018	$1,675,018	$13,166	$594	$1,107	$14,867
8	2022	$1,693,936	$1,693,936	$13,314	$601	$1,146	$15,062
9	2023	$1,713,044	$1,713,044	$13,465	$608	$1,187	$15,259
10	2024	$1,732,342	$1,732,342	$13,616	$615	$1,229	$15,460
11	2025	$1,751,833	$1,751,833	$13,769	$622	$1,273	$15,664
12	2026	$1,771,520	$1,771,520	$13,924	$629	$1,318	$15,871
13	2027	$1,791,403	$1,791,403	$14,080	$636	$1,365	$16,081
14	2028	$1,811,485	$1,811,485	$14,238	$643	$1,413	$16,294
15	2029	$1,831,768	$1,831,768	$14,398	$650	$1,463	$16,511
16	2030	$1,852,254	$1,852,254	$14,559	$657	$1,515	$16,731
17	2031	$1,872,944	$1,872,944	$14,721	$665	$1,569	$16,955
17 Year TIF Total		**$27,595,356**	**$27,595,356**	**$216,899**	**$9,791**	**$19,575**	**$246,265**

This model is based on 100% of incremental valuation captured within the TIF District and 50% of captured revenues are for the municipal development fund and 50% for the developer project fund.

Attachment 10-A -- Tax Shift Formulas

To calculate the state education subsidy tax shift: The current state education subsidy formula is adjusted each year that the District is in effect to include the increased valuation within the municipality based on the annual Captured Assessed Value. All other factors affecting the subsidy calculation are held constant. The difference in the actual education subsidy and the adjusted education subsidy represents the projected state education subsidy tax shift for that year.

To calculate the state revenue sharing tax shift: Collect the following information, available from the State Treasurer's office and at http://www.maine.gov/treasurer/revenue_sharing/index.html:

- Projected total municipal revenue sharing pool for the current fiscal year.
- Municipality's "current factor".
- Municipality's "computed number," and the three figures used to calculate the current computed number: Municipality's population, local assessment, and State valuation.

1. Calculate the *Aggregate Computed Number:*

$$\frac{\text{Computed Number}}{\text{Current Factor}}$$

2. Calculate the *Adjusted Local Computed Number*:

$$\frac{\text{Municipal Population x Local Assessment}}{\text{State Local Valuation + Projected Annual CAV}}$$

3. Calculate the *Adjusted Aggregate Computed Number*:

   Aggregate Computed Number – Computed Number + Adjusted Local Computed Number

4. Calculate the *State's Adjusted Current Factor:*

$$\frac{\text{Adjusted Local Computed Number}}{\text{Adjusted Aggregate Computed Number}}$$

5. Calculate *Municipality's Current Projected Revenue Sharing:*

Projected Total Municipal Revenue Sharing Pool x Municipality's Adjusted Current Factor

6. *Calculate the Projected Municipal Revenue Sharing for each year:*

   Step 5 in given TIF District year – Step 5 in the Base Year

   Note that the Projected Municipal Revenue Sharing calculation for the base year should be the same as the Municipality's Current Projected Revenue Sharing.

To calculate the County tax shift: Collect the following information

- From Maine Revenue Services, obtain the most recent State County Valuation and the State Local Valuation.
- From the County office obtain the County Tax Levy and the County budget for the current year and for five or more years past.

1. *Calculate the Current Municipal Percent of County Value:*

   $$\frac{\text{Current State Local Valuation}}{\text{Current State County Valuation}}$$

2. *Calculate the Projected County Budget:* Using the current County budget and historic County budgets, calculate the average annual increase in the county budget. Using the average annual increase, project the annual budget for each year of the TIF District.

3. *Calculate the Municipal Share of County Tax without CAV:*

   Current Percentage of County Value x Projected County Budget

4. *Adjust the projected State County Valuation and the State Municipal Valuation to include the projected CAV.*

5. *Using values from Step Four, calculate the Adjusted Municipal Percent of County Value.*

6. *Calculate the average Municipal Share of County Tax with the CAV:*

   Adjusted Municipal Percent of County Value x Projected County Budget

7. *Calculate the County Tax Shift:*

   Municipal Share of County Tax with CAV – Municipal Share of County Tax without CAV

Repeat for each year's Projected Annual CAV.

Attachment 11
Agreement for Reimbursement of Operating Expenses

INTERLOCAL AGREEMENT FOR DISPATCH AND PUBLIC SAFETY ANSWERING POINT ("PSAP") SERVICES
BETWEEN
THE TOWN OF SCARBOROUGH
AND
THE TOWN OF OLD ORCHARD BEACH

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

WHEREAS, Scarborough has the means and capacity to provide Dispatch and Public Safety Answering Point ("PSAP") services to OOB; and

WHEREAS, OOB wishes to contract with Scarborough for the provision of Dispatch and PSAP services; and

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

WHEREAS, Scarborough is willing and able to provide Dispatch and PSAP Services to OOB;

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 necessary to provide Dispatch and Public Safety Answering Point (PSAP) Services to OOB as more fully described in Attachment A.

2. **Term.**

The initial term of this Agreement shall commence on February 1, 2015 and end on June 30, 2015; and thereafter this Agreement shall be automatically renewed without affirmative action by the Parties for successive one-year periods each July 1st until the period commencing July 1st 2018 and ending on December 31, 2018, 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 such 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 Dispatch and PSAP Services.

3. **Payments for Services.**

A. During the first partial year of the contract from 2/1/15 – 6/30/15, OOB shall pay Scarborough as the fee for all Dispatch and PSAP Services the amount of $305,977.00 for the period or at the rate of $25,498.08 per month.

B. Thereafter, the annual contract amount will increase by 3.0% annually on July 1st of each year. The annual fee for all Dispatch and PSAP Services to be paid by OOB to Scarborough for services shall thereafter be as follows:

i. For the year 7/1/15-6/30/16 - $315,156.31 or at the rate of $26,263.03 per month.
ii. For the year 7/1/16-6/30/17 - $324,611.00 or at the rate of $27,050.92 per month.
iii. For the year 7/1/17-6/30/18 - $334,349.33 or the rate of $27,862.44 per month.
iv. For the six month period commencing 7/1/18 and running to 12/31/18 -$172,189.90 or at the rate of $28,698.31 per month.
v. The annual fees shall be paid by OOB to Scarborough in monthly installments, the installments to be paid by OOB within twenty–one (21) days after OOB's receipt of an invoice from Scarborough.

C. Additional Responsibilities/Contributions of OOB.

i. In addition to the payments to Scarborough outlined above, OOB shall be responsible for reimbursing Scarborough the additional costs of purchasing, installing, configuring, and operating all of the equipment and software (the "Initial Capital Costs") as are necessary to install and activate initial installation of the communications and data connections between OOB and the Scarborough Communications Center. A detailed estimate of the Initial Capital Costs is attached to this Agreement as attachment B.

ii. In addition to OOB's reimbursement to Scarborough of Initial Capital Costs, OOB agrees to also provide Scarborough with certain furnishings and hardware that OOB currently possesses. These furnishings and hardware will be credited as an in-kind contribution and match against the physical space and other infrastructure costs Scarborough will incur at Scarborough's Communications Center in order to provide the Dispatch and PSAP services to OOB as contemplated under this Agreement.

iii. The one-time and/or recurring costs of the following:

-The ongoing software licenses & maintenance fees as are necessary to support the provision of Dispatch and PSAP services to OOB.
-All mobile cellular data charges incurred by OOB's mobile data units.
-All tower or fiber optic rental costs or maintenance fees as are necessary to support the provision of Dispatch and PSAP services to OOB.
-Telephone service charges and maintenance of OOB's telephone system.
-Information Technology services and equipment, upgrades, and maintenance for OOB's IT infrastructure and mobile data terminals.

4. Primary Contact Person for Scarborough.

Scarborough's Communication Director shall be the primary contact person for communications related to and coordination of the provision of Dispatch and PSAP Services contemplated under this Agreement by Scarborough to OOB. The Communication Director shall be responsible to coordinate Scarborough's provision of Dispatch and PSAP Services with OOB. The Communication Director shall provide, at a minimum, the following to OOB:

A. In consultation with OOB, a written plan and policies that identify and describe in sufficient detail all Dispatch and PSAP Services tasks required by and to be provided to OOB.

B. Availability to OOB during normal business hours for consultation, discussion and coordination as may be necessary for the efficient provision of Dispatch and PSAP Services to OOB.

C. Supervision and oversight of all Scarborough personnel involved in providing Dispatch and PSAP Services to OOB.

D. Ensuring that Dispatch and PSAP Services are performed in accordance with this Agreement, in accordance with the needs of the public safety chiefs of police, fire and rescue from each community, and in compliance with all other applicable local, state and federal standards.

E. As requested, quarterly statistical reports of PSAP services and call activity.

5. OOB's Coordination Responsibilities.

OOB shall be additionally responsible for the following:

A. Ensuring that OOB's IT infrastructure and software meet and remain at all times current with the minimum requirements for the software applications required for Scarborough to provide Dispatch and PSAP Services to OOB.

B. That OOB's computers accessing the Scarborough network have and will maintain appropriate and current versions of anti-virus protection software configured to update automatically.

C. Designating the contact person / IMC administrator responsible for setting up new OOB users in the system, changing passwords, terminating users, updating master site, name, and other OOB files, etc.

D. Designating the contact person / liaison to the Scarborough IT Department to be available to Scarborough in the event Scarborough IT personnel need remote assistance with hardware, software, troubleshooting, or fixing technical equipment onsite in OOB. The contact person / liaison to the Scarborough IT Department shall be available to assist the Scarborough IT personnel with physical access to the co-located network equipment located in OOB.

6. Confidential Information.

A. The Parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of federal and state law, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of Dispatch and PSAP Services.

B. The Parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the Parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the

terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person.

C. Nothing in this Agreement shall prohibit disclosure of public records or other information by either Party when such disclosure is required by Maine's Freedom of Access law, 1 M.R.S.A. sec. 401 et seq., allowed under the Intelligence and Investigative Record Act Sections 801-809 of 16 M.R.S.A. Sec.. 801 et seq., the Criminal History Record Information Act, 16 M.R.S.A. Sec. 611, et seq., or by court order.

D. The Parties shall cooperate in responding to requests for public records sought in connection or related to this Agreement and agree that the terms of Paragraph 6 shall survive the expiration or termination of this Agreement.

7. Scarborough's Supervisory Responsibilities.

Scarborough shall be solely responsible for supervising the performance of the Scarborough personnel who provide OOB with Dispatch and PSAP Services. OOB supervisory public safety personnel may at any time communicate questions, concerns or complaints to, or to seek clarifications from, the Scarborough supervisory personnel responsible for overseeing or providing PSAP and dispatch services to OOB. In the event that such questions, concerns or complaints verbally brought to the attention of Scarborough are not satisfactorily resolved in a timely manner, OOB may communicate such questions or concerns in writing to the Scarborough Communications Supervisor. The Communications Supervisor shall take any such action as may be warranted under Scarborough's personnel policies, rules or regulations governing Dispatch and PSAP services and thereafter will communicate to OOB in writing on Scarborough's response and actions taken.

8. Limitations on Waiver.

The Parties shall not be deemed to have waived any provision of this Agreement unless expressed in writing and signed by the waiving Party. The Parties agree that they shall not assert in 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 of 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.

9. Termination of Agreement.

A. In 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 thirty (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 (6) six months prior to the date of termination. Between the time of notice and the date of termination, the Parties agree to work together to ensure continuation of Dispatch and PSAP Services.

C. Disposition of Property Upon Termination.
Upon Termination of this Agreement, the Parties, shall within ten (10) days meet and decide on the fair and equitable distribution of property as may have been contributed by either Party or both Parties.

10. Excuse from Performance due to Force Majeure.

Scarborough shall be excused from its performance obligations under this Agreement if Scarborough's provision of Dispatch or PSAP Services are prevented by act of God, act of war, riot, fire, explosion, flood or other catastrophe, or any other event beyond the control of, and that could not reasonably be foreseen or avoided by, Scarborough.

11. Indemnity, Immunity and Insurance.

A. The Parties shall continue to enjoy the immunities and protections under the Emergency Services Communications statutes, 25 M.R.S.A. Sec. 2921, et seq., the Maine Tort Claims Act, 14 M.R.S. A. Sec. 8101 et seq., and all other state and federal laws.

B. The Parties shall share this Agreement with their respective insurers to ensure that it conforms to each community's insurance requirements, policy limits and coverages, and the Parties in good faith thereafter agree to execute such reasonable amendments to this Agreement required by their insurers.

C. Subject to and without waiver of the limitations and protections under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et seq., each Party shall indemnify and hold harmless the other from any and all liability, loss or damage arising out of the Party's performance or failure to perform any of its obligations set forth in this Agreement.

D. The Parties further agree to defend any claims brought or actions filed against the other Party with respect to the Party's performance or nonperformance of this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

12. Maintenance of Records.

Scarborough shall maintain and retain as records available to OOB the books, documents, records and all other materials, in whatever form, as pertain to the services under this Agreement for such periods of time as required by state and federal law.

13. 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.

14. 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 to by both Parties.

15. 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.

16. Ongoing Oversight of Agreement.

The OOB and Scarborough Town Councils and their Managers shall serve as the joint body responsible for the oversight and ongoing administration of this Agreement.

17. Filing of Copies of Executed Agreement.

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

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

THE TOWN OF SCARBOROUGH

Dated: _____ _____

By: Thomas J. Hall, Town Manager

THE TOWN OF OLD ORCHARD BEACH

Dated: _____ _____

By: Larry S. Mead, Town Manager

ATTACHMENT A

SPECIFICATIONS OF SERVICES TO BE PERFORMED

Scarborough agrees to provide OOB with Emergency Communication, Dispatch, and PSAP services for OOB's Fire, Rescue, and Police services as outlined below:

1. Scarborough will provide all of the facilities, equipment and personnel sufficient and adequate to provide OOB with Emergency Communication, Dispatch, and PSAP services in accordance with the established standards governing PSAP services under the laws and regulations and of the State of Maine.

2. Scarborough will provide OOB with 24 hour in person call answering services for all emergency and non-emergency calls for service.

3. Scarborough will provide OOB with emergency communications services, which services shall include, but not be limited to, dispatching personnel and equipment for emergency and nonemergency calls for service, dispatching for all on-going incidents, as well as coordination of all support services as deemed appropriate and necessary in a response by the Incident Commander and/or authorized agency personnel.

4. Scarborough will provide OOB with METRO/NCIC (Maine Telecommunications and Routing Operations System / National Crime Information Center) services, as needed or requested by the Police Department of OOB, provided a Secondary Users Agreement is signed by the Chief of Police for OOB.

5. Scarborough will ensure that all calls for service are dispatched to the appropriate service providers for OOB.

6. Scarborough will provide acceptable video monitoring capability from OOB which will be monitored when necessary.

7. Scarborough will provide the Emergency Communication, Dispatch, and PSAP Services to OOB in the most cost effective and efficient manner possible.

8. Scarborough shall also provide to OOB the following:

    a. Upon the request of OOB, copies of transcripts of the 9-1-1 calls received in connection with the performance of emergency communication services;

    b. Upon the request of OOB, copies of the recordings of radio calls received in connection with the performance of dispatch services; and

    c. Immediately following Scarborough's receipt of the same, all notices from the Emergency Services Communication Bureau (ESCB) within the Maine Public Utilities Commission concerning the provision of PSAP services and compliance with state standards regarding the provision of PSAP services related to the PSAP services in the Towns of Scarborough or OOB. Such notices or communications shall be sent by Scarborough only to the person or persons specifically identified in writing by OOB's Town Manager.

ATTACHMENT B

ESTIMATED ONE-TIME INITIAL CAPITAL COSTS

Fire IMC Data Conversion	$14,000.00
Police IMC Data Conversion	$28,000.00
Convert to Multi-Agency Licensing	$2,500.00
Server for housing IMC in Scarborough	$7,000.00
CTI Labor for re-routing OOB phones	$700.00
Fiber termination fee (250 per site x 2)	$500.00
Dictronics labor to connect radios to recorder	$300.00
Cradel Point router on switch for mobiles	$800.00
Radio equipment installation costs	$3,500.00
Equipment for remote viewing of video	$2,562.50
Project mgmt. for remote viewing of video	$800.00
Install labor for remote viewing of video	$1,600.00
Total	**$62,262.50**

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 20, 2014
REGULAR MEETING – 7:00 P.M.

Order No. 14-74. Move approval on the request to accept the following street, pursuant to Title 23, M.R.S.A. §3025 and the requirements of Section 4, of the Scarborough Street Acceptance Ordinance: Fairway Drive, located in the Pleasant Hill Woods Subdivision.

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that **PLEASANT HILL WOODS HOMEOWNERS ASSOCIATION**, a Maine Nonprofit Corporation with a mailing address of 7 Fairway Drive, Scarborough, ME 04074, for good and sufficient consideration, the receipt of which is hereby acknowledged, does hereby release to the **TOWN OF SCARBOROUGH**, a municipal corporation organized and existing under the laws of the State of Maine, with a mailing address of 259 U.S. Route 1, Scarborough, ME 04074, the following rights in and to certain property in the Town of Scarborough, County of Cumberland, which rights are more particularly described as:

(a) The fee simple interest in a right-of-way shown as and labeled "Fairway Drive" on a plan entitled "Existing Conditions Fairway Drive Right of Way" by SYTDesign Consultants, Inc., dated May, 2013, last revised June 10, 2014 and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "Existing Conditions Plan"),

(b) the fee simple interest in the unnumbered lot of approximately 22,884 square feet bounded by said Fairway Drive and Lots numbered 25 and 26 as shown on the subdivision plan entitled "Pleasant Hill Woods, Highland Avenue, Scarborough, Maine," dated May 14, 1987, and recorded in the Cumberland County Registry of Deeds in Book 168, Page 3 (the "Plan") and labeled as the "Drainage Area" on the Existing Conditions Plan, and

(c) a 50-foot wide utility easement and right-of-way between Lots 6 and 7 as shown on the Plan and the existing pedestrian walkway located thereon, all labeled as the "Walkway" on the Existing Conditions Plan, together with appurtenant rights across the abutting property that provide connectivity to neighboring residential development and schools.

Pursuant to 23 M.R.S.A. § 3025, this conveyance is made voluntarily for road purposes without claim for damages. Pursuant to 33 M.R.S.A. § 458, this conveyance expressly includes the right to install utility services.

This deed is subject to the terms, conditions, rights, easements and matters: (i) noted on the Plan; (ii) contained in the Declaration of Restrictions Affecting Property of Pleasant Hill Woods, Inc. Entitled Pleasant Hill Woods, in the Town of Scarborough, County of Cumberland and State of Maine, dated November 8, 1988 and recorded in said Registry of Deeds in Book 8805, Page 321 and in the Amendment of Declaration of Restrictions, Pleasant Hill Woods Subdivision, Scarborough, Maine, dated June 6, 1990 and recorded in said Registry of Deeds in Book 9227, Page 0097; and (iii) contained and reserved in Quitclaim Deed of CRE I Real Estate Corporation to the Pleasant Hill Woods Homeowners Association dated June 19, 1991 and recorded in said Registry of Deeds in Book 10051, Page 150.

Meaning and intending to convey to the Town of Scarborough three certain lots or parcels of land conveyed by CRE I Real Estate Corporation to the Pleasant Hill Woods Homeowners Association dated June 19, 1991 and recorded in said Registry of Deeds in Book 10051, Page 150.

IN WITNESS WHEREOF, the **Pleasant Hill Woods Homeowners Association** has caused this instrument to be executed this 20 day of June, 2014.

PLEASANT HILL WOODS HOMEOWNERS ASSOCIATION

Witness

By: Cynthia J. Vincent
Its President

STATE OF MAINE
Cumberland, ss.

June 20, 2014

Then personally appeared before me the above-named Cynthia J. Vincent, President of the Pleasant Hill Woods Homeowners Association, and acknowledged the foregoing instrument to be said person's free act and deed in said capacity and the free act and deed of said Association.

Colette Matheson
Notary Public/Attorney-at-Law

Printed Name: Colette Mathieson

Commission Expires: 2/15/17

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 20, 2014
REGULAR MEETING – 7:00 P.M.

Order No. 14-75. Move approval to authorize the Town Manager to accept a donation from the Portland Water District for a parcel of property, located 6 Gorham Road [Map U043 Lot 008] and to sign an Easement Deed between the Town of Scarborough and the Portland Water District.

QUIT-CLAIM DEED WITH COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS, that the **PORTLAND WATER DISTRICT** (hereinafter the "DISTRICT") , a quasi- municipal corporation organized and existing under the laws of the State of Maine, with a business address of 225 Douglass Street, Portland, Maine 04104-3553 in consideration of one dollar ($1.00) and other valuable consideration paid by the **TOWN OF SCARBOROUGH,** (hereinafter the "TOWN"**)**, a municipal corporation organized and existing under the laws of the State of Maine with a mailing address of P. O. Box 360, Scarborough, Maine 04070-0360, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim with quitclaim covenants, to the said **TOWN OF SCARBOROUGH**, its successors and assigns, a certain lot or parcel of land and easement located southerly of Gorham Road in the Town of Scarborough, County of Cumberland and State of Maine and described in Schedule A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Portland Water District has hereunto caused this instrument to be signed by Ronald Miller, it's duly authorized General Manager, this _____day of _____, 2014.

PORTLAND WATER DISTRICT

_____ By:_____

Witness Ronald Miller
General Manager

STATE OF MAINE
CUMBERLAND, ss. _____, 2014

Personally appeared the above-named Ronald Miller in his capacity as the General Manager of the Portland Water District, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Portland Water District.

Before me,

_____
Notary Public/Attorney at Law

_____
Printed Name

SCHEDULE A

A certain lot or parcel of land situated in said Town of Scarborough northwesterly of Oak Hill Corner, so-called, in the rear of the building now or formerly occupied by said Wentworth, and bounded and described as follows, to wit:

Beginning at an iron pipe behind Dr. Wentworth's home buildings, said iron pipe being two hundred twenty-six (226) feet, more or less, northerly of Main St. or the Saco Road, and three hundred and seventy (370) feet, more or less, westerly from the westerly sideline of the Gorham Road; thence westerly and approximately parallel with Main St. one hundred seventy-four and twenty-four hundredths (174.24) feet to an iron pipe; thence northerly at right angles to the last described line one hundred twenty-five (125) feet to an iron pipe; thence easterly at right angles with the last described line one hundred seventy-four and twenty-four hundredths (174.24) feet to an iron pipe; thence southerly at right angles to the last described line one hundred twenty-five (125) feet to the iron pipe at the point of beginning.

Together with a right of way twenty (20) feet wide from the above described lot to the Gorham Road, so called, the southerly side line of which twenty-foot right of way is bounded and described as follows, to wit:

Beginning at an iron pipe on the easterly side line of the lot of land above described thirty-five (35) feet northerly from its southeasterly corner, thence easterly three hundred seventy (370) feet, more or less, to a point on the westerly side line of the Gorham Road, which point is two hundred sixty and eight tenths (260.8) feet northerly from the northerly side line of Main St. or the Saco Road.

Being the same premises conveyed to the DISTRICT by deed of the Benjamin F. Wentworth dated October 27, 1925 and recorded in the Registry of Deeds in Book 1218, Page 358.

EASEMENT DEED

The **TOWN OF SCARBOROUGH**, a municipal corporation, with a mailing address of P. O. Box 360, Scarborough Maine 04070-0360 ("OWNER") for consideration paid, hereby grants to the **PORTLAND WATER DISTRICT**, a quasi-municipal Maine corporation with a mailing address of P.O. Box 3553 Portland, Maine 04104-3553 ("DISTRICT"), with quit-claim covenants an easement on property located northerly of US Route 1 between Gorham Road and Sawyer Road in the Town of Scarborough, Cumberland County, Maine ("hereinafter "Easement Area"), bounded and described in Exhibit A attached hereto and made a part hereof.

The DISTRICT shall have the following permanent easement rights in the Easement Area described above:

1. the right to install, maintain, replace and remove conduits or pipelines for conveying water, with all necessary fixtures and appurtenances, including electric or other energized control lines; and

2. the right to make connections with the conduits or pipelines on land adjacent to the Easement Area; and

3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of the DISTRICT; and

4. the right to enter on the Easement Area at any and all times for any of these purposes.

OWNER reserves the use and enjoyment of the Easement Area for any purpose that does not interfere with the use of the Easement Area by the DISTRICT for its own purposes; provided that none of the following improvements may be made by OWNER in the Easement Area, without the written permission of the DISTRICT:

1. No buildings or any other permanent structures are allowed, except pavement and utilities.

2. No earth shall be removed, no fill may be added, and no other change shall be made to the surface grade of the Easement Area.

3. No conduits, pipelines or facilities shall be installed within 5 feet of or above any conduit or pipeline installed by the DISTRICT, except that pipelines and conduits may be installed if they cross perpendicular to the DISTRICT conduits and pipelines with a minimum vertical clearance of one foot. All underground power, telephone and cable services will be installed in conduit when crossing over any water conduits or pipelines.

The DISTRICT further agrees to relocate this easement and any pipelines located therein to a mutually agreeable location in the future if required by the TOWN for future development of the TOWN property. Such relocation shall be at the expense of the TOWN and the TOWN shall provide the necessary easement rights deed for the relocation to the DISTRICT.

This easement deed is signed as a document under seal.

Dated: , 2014

TOWN OF SCARBOROUGH

_____
By:
Its:

State of Maine
County of Cumberland , 2014

_____, as _____ of the Town of Scarborough, personally appeared before me and acknowledged that his signature on this document was his free act and deed on behalf of the Town of Scarborough.

_____
Notary Public/Attorney at Law

_____
Print Name

EXHIBIT A

Town of Scarborough
To
Portland Water District
(2141491D1)

A certain easement situated easterly of Sawyer Road, westerly of Gorham Road and northerly of, but not adjacent to, U.S. Route 1 in the Town of Scarborough, County of Cumberland, and State of Maine, being bounded and described twenty (20') feet from, and parallel to, each side the following centerline description:

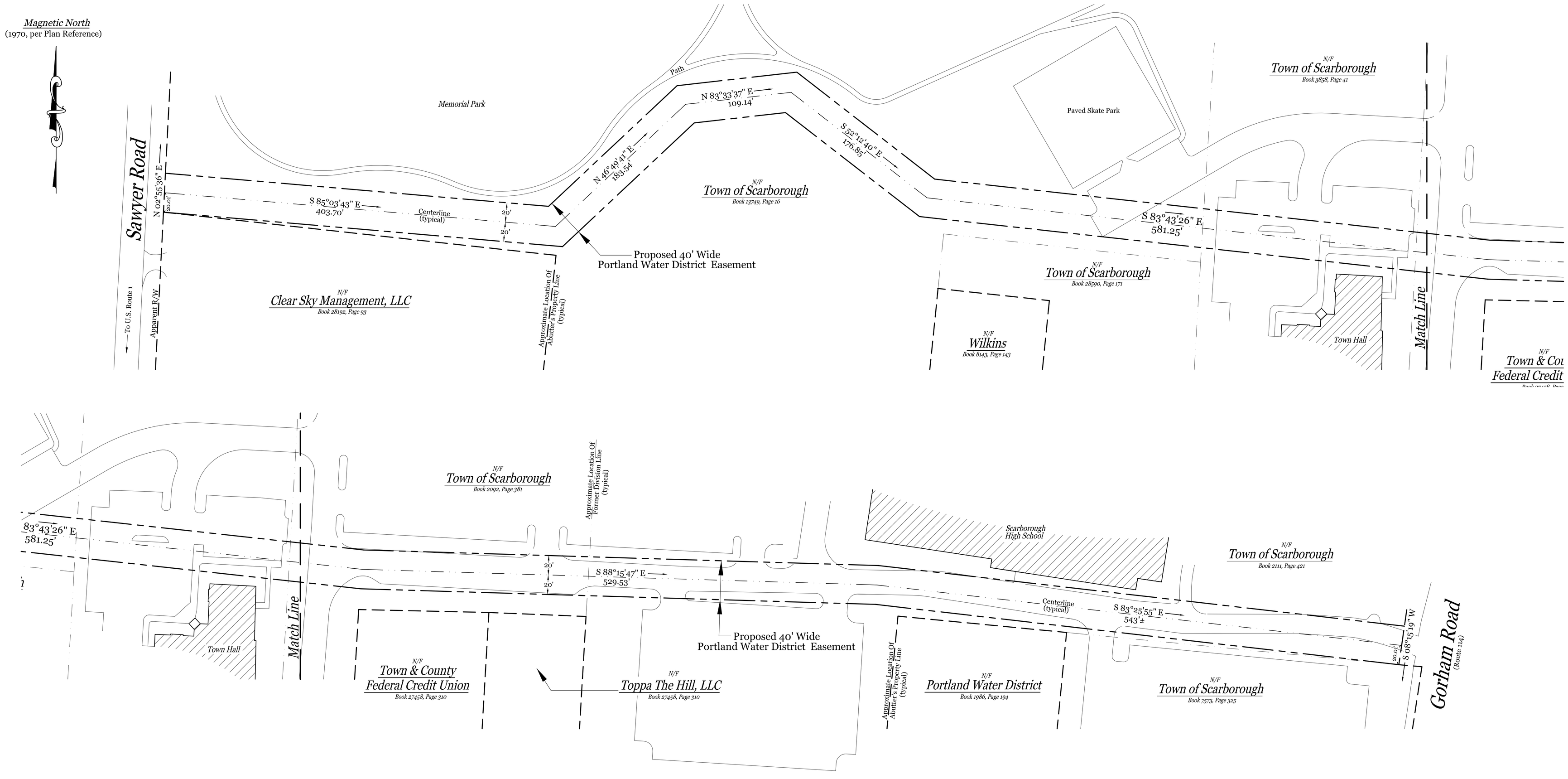
Beginning on the apparent easterly sideline of Sawyer Road, a distance of twenty and one hundredth (20.01') feet from the northwesterly corner of land described in a deed to Clear Sky Management, LLC, dated October 15, 2010 and recorded at the Cumberland County Registry of Deeds (CCRD) in Book 28192, Page 93, and depicted on a plan entitled "*Plan Depicting A Proposed 40' Wide Easement Made For Portland Water District Easterly Sideline Of Sawyer Road To The Westerly Sideline Of Gorham Road (Route 114) Over Land Of The Town of Scarborough, Scarborough, Maine*", dated April 29, 2014 by Nadeau Land Surveys Professional Land Surveyors;

Thence through land of the herein grantor the following eight (8) courses:
S85^{o} 03' 43"E, a distance of four hundred three and seventy hundredths (403.70') feet;
N46^{o} 49' 41"E, a distance of one hundred eighty-three and fifty-four hundredths (183.54') feet;
N83^{o} 33' 37"E, a distance of one hundred nine and fourteen hundredths (109.14') feet;
S 52^{o} 12' 40"E, a distance of one hundred seventy-six and eighty-five hundredths (176.85') feet;
S83^{o} 43' 26"E, a distance of five hundred eighty-one and twenty-five hundredths (581.25') feet;
S88^{o} 15' 47"E, a distance of five hundred twenty-nine and fifty-three hundredths (529.53') feet;
S83^{o} 25' 55"E, a distance of five hundred forty-three (543') feet, more or less, to the apparent westerly sideline of Gorham Road, a distance of twenty and one hundredth (20.01') feet from the northeasterly corner of land described in a deed to the herein grantor, dated December 31, 1986 and recorded in CCRD Book 7573, Page 325.

Area of the herein described easement equals 101,090 square feet (2.32 acres), More or less. The bearings in this description are based on Magnetic North 1970 as depicted on a plan entitled "*Land Title Survey On U.S. Route One & Sawyer Road, Scarborough, Maine*", dated December 19, 1997 by Owen Haskell Inc., recorded April 17, 1998 at the Cumberland County Registry of Deeds in Plan Book 198, Page 110.

Meaning and intending to describe an easement being forty (40) feet wide lying twenty (20) feet on each side of the aforedescribed centerline and extending from the easterly sideline of Sawyer Road to the westerly sideline of Gorham Road, being a portion of land described in a deed from Albert B. Glickman to the Town of Scarborough, dated March 23, 1998, recorded at the

Cumberland County Registry of Deeds in Book 13749, Page 16, a portion of land described in a deed from Gladys V. Nelson to the Town of Scarborough, dated June 11, 1976, recorded at the Cumberland County Registry of Deeds in Book 3858, Page 41, a portion of land described in a deed from Addie H. Wentworth to the Town of Scarborough, dated June 23, 1952, recorded at the Cumberland County Registry of Deeds in Book 2092, Page 381, a portion of land described in a deed from Addie H. Wentworth and F. Herbert Wentworth to the Town of Scarborough, dated October 27, 1952, recorded at the Cumberland County Registry of Deeds in Book 2111, Page 241 and depicted on a plan entitled "*Plan Depicting A Proposed 40' Wide Easement Made For Portland Water District Easterly Sideline Of Sawyer Road To The Westerly Sideline Of Gorham Road (Route 114) Over Land Of The Town of Scarborough, Scarborough, Maine*", dated April 29, 2014 by Nadeau Land Surveys Professional Land Surveyors.



Plan Reference:

"Land Title Survey On U.S. Route One & Sawyer Road Scarborough, Maine Made For Town Of Scarborough, Scarborough, Maine", dated December 19, 1997, by Owen Haskell, Inc., recorded at the Cumberland County Registry of Deeds in Plan Book 198, Page 110.

Graphic Scale:

0' 25' 50' 75' 100' 150' 200' 250'

General Notes:

1. This plan is not intended to depict limits or extent of fee title ownership. An opinion of title should be rendered by a title attorney.
2. This office reserves the right to be held harmless by all 3rd party claims.
3. This survey does not purport to reflect any of the following:
   a. building setback compliance or restrictive covenants.
   b. zoning or other land use regulations.
   c. the location of any underground utilities or structures.
4. This office reserves the right to be held harmless for unknown or unobtainable private records which could affect the results of this survey.
5. Reference is made to "Letter Of Agreement" dated February 14, 2014 between Nadeau Land Surveys and the below listed client(s), which shall be considered an integral part of this survey.
6. N/F is an abbreviation for Now or Formerly.
7. All deeds referenced on this plan are recorded at the Cumberland County Registry of Deeds (CCRD).
8. This office does not accept any liability for errors in the Plan Reference listed hereon.
9. The apparent boundary lines and improvements depicted hereon are based solely on electronic and paper files supplied to this office by others. This information is a compilation of files for purposes of proposing a water easement location as requested by the client. This office recommends this easement location be verified on the ground by survey prior to construction and modify as needed.
10. This office has not performed field data collection or formal records research, except review of the current deeds listed on the Town of Scarborogh Assessing database.
11. Area of Proposed 40' Wide Easement equals 101,090 S.F. (2.32 Acres), more or less.

Surveyor's Statement:

Nadeau Land Surveys hereby states exclusively to the client listed hereon, that this plan is based on, and the result of, an on the ground field survey and that to the best of our knowledge, information, and belief, it conforms to the Maine Board of Licensure For Professional Land Surveyors Standards of Practice.

This plan is not valid without the signature and embossed seal of the below listed Professional Land Surveyor who prepared this plan as it may contain unauthorized alterations unknown to this office.

Nadeau Land Surveys

FOR REVIEW

James D. Nadeau, P.L.S. #2124 (agent) Date:

Plan Depicting A Proposed 40' Wide Easement
Made For
Portland Water District
Easterly Sideline Of Sawyer Road To The Westerly Sideline Of Gorham Road
Over Land Of The Town Of Scarborough
Scarborough, Maine

PREPARED BY:

Nadeau Land Surveys

918 BRIGHTON AVENUE
PORTLAND, ME 04102

Professional Land Surveyors
Certified Floodplain Managers

PH. (207) 878-7870
FAX (207) 878-7871

RECORD OWNER: Town Of Scarborough, 259 US Route One, P.O. Box 360, Scarborough, Maine 04074	DRAWN BY: MLC	PLAN DATE: 4/29/2014	
	CHECKED BY: JDN/TPB	SURVEY DATE: N/A	
	INSTR. N/A	SCALE: 1" = 50'	
FIELD BOOK: N/A	JOB No: 2141491PWD	SHEET No: 1 of 1	

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 20, 2014
REGULAR MEETING – 7:00 P.M.

Order No. 14-76. Move approval to authorize the Town Manager to sign a Memorandum of Understanding with Friends of Scarborough Hockey.

Friends of Scarborough Hockey Inc.

August 5, 2014

Scarborough Town Council

Re: Memorandum of Understanding (MOU)

Enclosed please find a set of supporting documentation for the development of a community based ice arena on the high school campus. The lack of available ice to support youth ice based sports in Scarborough is having a negative impact on our community, specifically the middle and high school ice hockey programs. Friends of Scarborough Hockey, Inc (FOSH) (a pending non-profit 501©3 organization), plans to raise funds and build an ice arena in Scarborough that would support these programs in addition to providing ice for community based activities and adult based programs.

Enclosed in this package, FOSH has provided our:

- ✓ MOU
- ✓ Board Member Biographies
- ✓ Executive Business Plan
- ✓ Site Plans
- ✓ Architectural Plans

FOSH looks forward to meeting with the Town Council on Wednesday, August 20 to further discuss the plans and address and questions you may have.

Sincerely,
Friends of Scarborough Hockey

Chuck Bradish, Lee Allen, Jeff Murray, Mark Maroon, Bob Jacques and Chelsie Woods

360 US Route 1, Suite 300 Scarborough, Maine 04074

Memorandum of Understanding Regarding Land Use at Scarborough High School

This Memorandum of Understanding (MOU) is made as of this ____day of August, 2014, between the Town of Scarborough, municipal corporation organized under the laws of the State of Maine (the "Town") and the Friends of Scarborough Hockey ("FOSH"), a 501c3 charitable organization (herein collectively "the Parties"), outlines a working arrangement between the two in an effort to construct and operate an ice arena in the Town of Scarborough.

WHEREAS, the object of this MOU is to set forth the preliminary understandings of the Town and FOSH regarding the construction and operation of a not for profit ice rink to be completed and begin operation in October 2015. The rink is to be constructed with 100% donor funding and is structured to be a self-sustaining non-profit entity run by the FOSH Board of Directors; and,

WHEREAS, the Parties acknowledge and agree that (i) the MOU accurately describes the initial roles and responsibilities of the Parties; (ii) this MOU is not binding; (iii) should the parties desire to be formally bound by any of the commitments or intentions contained herein, there will be a separate written legal agreement containing the binding commitment of the parties as to any subject matter addressed in that further document; and (iv) this agreement furthermore does not create any joint venture, partnership or fiduciary obligations between parties; and,

WHEREAS, The Parties recognize numerous benefits of this project for the community:

1) A privately funded extension of the Town campus and community facilities.
2) A positive economic impact on local businesses in the Oak Hill area.
3) Available community ice for school (Physical Education class) based activities.
4) Available community ice for town (learn to skate, WinterFest) based activities.
5) Reduced transportation costs for Scarborough High School boys and girls practices and home games.
6) A Town centric facility that increases the value of the Town.

WHEREAS, the Town is in general support of the concept as proposed by FOSH and recognizes the importance of this agreement as FOSH initiates a private capital fundraising campaign.

NOW THEREFORE, the Parties are prepared to and do enter into this non-binding MOU for the purposes of outlining the terms and conditions of the proposed ice arena facility and each party's responsibility and obligation concerning same, and providing and understanding that will permit the Parties to enter, if mutually agreed to, a definitive agreement or agreements concerning these understandings and the proposed project. As such, the following are the terms and conditions concerning the proposed project, as they are understood as of the date of this Memorandum:

1. **Project**. The "Project" is a proposed indoor ice arena, an approximately 35,500+/- square feet building, comprising one full-size ice rink and related amenities, including 630+/- seats.

    a. FOSH understands and agrees that the building should be well built and with an aesthetic design that is consistent with other structures on the town campus. FOSH understands that the exterior design will be reviewed by the Town prior to construction. The rink will also be designed with energy efficiency in mind for lighting and HVAC based on consultations with experts in the field of rink construction and operation.

FOSH will be soliciting private and business funding for the rink and as such, will be selling advertising inside and potentially outside the building. FOSH understands the signage outside the arena will be reviewed by the Town prior to implementation, and subject to all applicable performance standards and regulations.

b. The Parties recognizes that project will require Town Council and Planning Board Approval. FOSH requests that application fees for Town Council and Planning Board be waived for this project. Additionally, FOSH requests that Traffic Impact Fees be waived for the project. The arena will be served by municipal water and sewer. All service connections are anticipated to be made from the water and sewer mains in Gorham Road (Rte 114). FOSH understands that it will need Scarborough Sanitary District Approval and that the connection fees cannot be waived. All traffic will be directed to the Route 1/ Municipal Campus Drive. FOSH will be responsible for obtaining the Maine Department of Transportation Traffic Movement Permit.

c. The Parties recognize the planned approach and the value of a rink on town property, the Town will provide a long term low cost lease to FOSH for the land between the high school and Mobil station to construct the ice arena (see Exhibit A). The Town will also establish fee simple ownership of the water tower plot in exchange for a sanitary sewer easement benefitting Portland Water District during 2014 so that a planned parking lot can be constructed on this site paid for by FOSH. During on-going operations, the Town will provide access to shared parking with the high school.

2. **Governance and Operation**. FOSH is defining a non-profit board of directors who will establish operational control of the rink after construction is complete. The intent is that this board will also consist of a representative from the Town, a representative from each of the planned three high schools who will use the rink and three other at large members from the local skating or hockey community. Due to the non-profit status of FOSH, the board will be responsible for hiring a rink manager who can address the budgetary and operational needs of the rink. The board will hold the rink manager responsible for long term maintenance and budgeting items in addition to the day-to-day operational budget. Based on its location and integral nature with student athletes, it is proposed that all rink employees meet the same standards as employees that are hired by the town or school.

3. **Maintenance.** FOSH will be responsible for external building maintenance but will contract this work out to the Town, if they desire, to ensure a consistent campus appearance.

4. **Timing**. The project schedule is aggressive, contemplating an October 2015 open date. As such, FOSH must either demonstrate financial ability to complete the project or have made formal application to the Scarborough Planning Board by January 31, 2015. If neither of these events has occurred by January 31, 2015, the Parties agree to meet and discuss the Project and continuation of the relationship contemplated herein. In the interim, FOSH shall provide the Town with monthly progress updates on the Project and fundraising activities.

5. **Coordination and Concurrence with School Department**. Parties recognize that the Project will require the displacement of existing parking at the High School. FOSH must meet with and obtain consent from the School Department on the final site and parking configuration. With the exception of the Town acquiring fee simple interest in the "Water

Tower Site", all costs and efforts associated with accommodating the parking needs of the High School and this Project will be sole responsibility of FOSH.

6. **Approvals and Permits**. Notwithstanding the waiver of fees, FOSH must obtain all necessary approvals and adhere to all applicable standards. The project must comply with a local, state and federal laws and regulations.

7. **No Contract**. The Town and FOSH expressly acknowledge and agree that even if this MOU is fully executed, neither party hereto has any obligation to the other to consummate the transactions and arrangements contemplated unless and until binding agreement(s) are entered into by the Parties. This document constitutes only a non-binding Memorandum of Understanding setting out the framework for a potential agreement, but neither party is obliged to enter into any agreement whatsoever by virtue of the preparation, execution or delivery of this MOU.

Seen and Acknowledged By The Undersigned:

TOWN OF SCARBOROUGH

By:_____
Date

FRIENDS OF SCARBOROUGH HOCKEY, INC.

By:_____
Date

Friends of Scarborough Hockey Inc.

Board Member Bio's

Lee Allen, P.E., BS Civil Engineering and AS Architectural Engineering Technology, Lee has over 20 years' experience in the fields of site/civil, environmental, water resources and highway engineering. He is a professionally licensed civil engineer in the States of Maine and New Hampshire. His experience includes site planning, highway design, local, state and federal permitting, wetland mitigation design, preliminary and final drainage layout and analysis, seawater system design, construction supervision and inspection, as well as hydraulic and hydrologic computer modeling. Most recently he has managed projects throughout the New England Region including a Stormwater System Evaluation for the United States Coast Guard Academy in New London, CT and permitting for the expansion of the Eastport Breakwater and Pier for MaineDOT and Eastport Port Authority. Mr. Allen has two children in the Scarborough school system, both of whom play youth and school based hockey. Additionally, Mr. Allen has been an active member in the community, has coached community services and travel soccer for the past 10 years, and has been a board member for the Hockey Boosters.

Chuck Bradish, BA Computer Science & MS Project Management, Chuck has almost 30 years of experience developing medical diagnostic test equipment for hospitals and labs. Chuck currently works for IDEXX Laboratories in Westbrook Maine where he is responsible for the New Product Development Process and is an active Project Manager of a new product development effort. Chuck has managed the development of many products from early design through launch and these products have realized over a billion dollars in revenue. Chuck's out of work passion is hockey and promoting the sport throughout the community. Chuck has played hockey since the age of 5 and has been coaching hockey for the past 11 years. Chuck has served on Youth Hockey Boards in positions ranging from Treasurer to Coaching Director. Most recently Chuck holds the Position of President for the Scarborough Ice Hockey Booster Association, Inc. which manages the fundraising and support of 3 Middle School hockey teams and 2 High School boy's hockey teams. This organization also exclusively manages the Middle School hockey program. Most recently Chuck has been working with this group of board members to create the Friends of Scarborough Hockey, Inc. Chuck has a son in the Scarborough school system.

Bob Jacques, BA Political Science from Western New England College, Springfield MA. Bob has 27 years of sales and management experience. Bob worked 25 years for Coca-Cola New England and is in his 2nd year with the Harold W. Young Company working as a Broker in the Convenience Store segment. His experience includes portfolio management, contract negotiations and customer relations development. Outside of work, Bob's hobby is Hockey. He has been involved in Youth Hockey for 10 years and Disabled Hockey for 3 years. In addition to being an Assistant Coach for 9 years, Bob served as President of Westfield Youth Hockey for 3 years and Vice President for 4 years. Westfield YH is an Organization in Western Massachusetts which during Bob's tenure comprised of 14 teams, 200 players and 56 coaches. Bob has also been the Director of the Westfield Youth Hockey Fire and Ice Hockey Tournament for the past 8 years and continues to do so. The Tournament is presently a 16 team Squirt Tournament. In addition to volunteering for Westfield Youth Hockey, Bob also served on the Board of Directors for Massachusetts Youth Hockey for 3 years during which time he was on the Discipline Committee and the Disabled Hockey Committee. Bob's participation with Disabled Hockey has involved being a Coach and a Player Assistant for the past 3 years for two Sled Hockey Teams based in Western

Massachusetts, the Springfield Sliders Junior Team and the Western Mass Knights Adult Team. Bob moved to Scarborough in November 2013 with his wife and two sons. One son is at Endicott College and the other son is attending Scarborough High School and is involved in their hockey program.

Mark J. Maroon is a seasoned mortgage/finance executive with a passion that has only increased with experience. His thirty years of mortgage/financial practice has included the roles of self-employed Branch Manager, certified Mortgage Trainer, Director for the Mortgage Lenders Association, Regional Vice President, Area Manager, Reverse Loan Officer Trainer, and Territory Manager for national companies. He was a member of the GMACM "Leadership Evolution Team" tasked with creating and implementing effective and solution-driven communication, high level conflict and change management, mediation, facilitation and cross discipline coaching. He was one of five leaders on the Malcolm Baldrige Award team. Prior to this career path, he was a training manager at Hannaford Brothers (now Delhaize America) for ten years in their Pharmacy division. Mark has been deeply involved with the construction of three projects, which included the approval, vision and building committees for the renovated Scarborough High School, financial manager and construction cost analyst for the purchase and remodel of Coastal Community Church, and Memorial Park design and implementation. He actively managed the construction of his own twenty-four thousand square foot office building which came in on time and under budget, along with managing the build-out for spaces in that facility. He also worked with the initial phases and RFP processes for the new Cumberland County Civic Center as well as the potential Scarborough YMCA, and was instrumental in designing the funding strategy for the infrastructure on Haigas Parkway. Active in town and regional government, Mr. Maroon has been Town Council Chairman, Chairman of the Scarborough Zoning Board, Treasurer and Vice Chairperson for the Cumberland County Civic Center and a director for both the Scarborough Economic Development Corporation and Greater Portland Chamber of Commerce. He has also participated with the Greater Portland Council of Governments and Portland Area Comprehensive Transportation Committee (PACTS). He has served on the Board of Directors for WOW/55+ (a senior citizens advocacy committee), trained in identifying and preventing financial fraud as it pertains to seniors (sponsored by the Southern Maine Agency on Aging) and is active in the Cumberland County Sheriff's "yellow dot" and SNAP initiatives. He is currently a member of the Volunteers in Police Service for both Cumberland County and Scarborough, Maine, Marine Patrol Officer out of Naples, Maine and a certified Harbor Master. Mark wrote and taught a course called "Ethical Decisions" at the college level and counsels teenagers regarding spending, financial and life choices through local organizations and his church, has presented at JMG (Jobs for Maine Graduates), and supports Scarborough Land Trust's various activities. He has coached numerous sports up to and including middle school age levels, is a Little League umpire and certified hockey referee, and recently took a role in charity auctioneering and emceeing the annual Project Grace fundraiser. He has been active with numerous environmental and sprawl related organizations including the writing of the Scarborough Growth Management Ordinance, support of the Eastern Trail, and helping to fund the replacement of the walking bridge spanning the Scarborough River. Mark participated with the approval of the town design standards, conservation bonds, worked with the school department to implement the Scarborough Education fund and is a member of the Scarborough Student Aid Scholarship Committee. Mark has a son and daughter in the Scarborough school system.

Jeff Murray owns and runs Control Point Inc., an industrial automation distribution firm, from offices in Scarborough. Mr. Murray has a bachelors and masters degree in Mechanical Engineering from Tufts University and spent 10 years in industrial automation sales and project management prior to starting his own company in 2000. Under his leadership, Control Point Inc. has grown from a startup to a multi-million dollar business responsible for sales throughout New England. Routinely recognized as a top performer by his vendors nationally, his company has grown annually since its inception. As an engineer and business owner, Mr. Murray understands the importance of proper planning and implementation, as well as the practical realities of

project design and implementation. While growing his business, Jeff has been an active participant in youth athletics, head coaching all three of his children in youth and travel soccer for a total of 8 years, as well as assisting in youth baseball. More significantly, Jeff has coached youth hockey for the last 15 years, the last 5 as a head coach, as all three of his children progressed through the local youth travel hockey program, often coaching two and three teams per season. Jeff was the Treasurer for two years and then President for four years of the Huskies Youth Hockey program responsible for the experience of close to 300 youth hockey players. During that time and since (a total of six years), he has scheduled the practices and games for the 20 teams in the program. Currently, Mr. Murray is the president of the Girls Hockey Boosters at Scarborough High School and has a son in college, a daughter in high school, and a son in high school.

Chelsie Woods is President and Co-Founder of Eclipse Media Group, a boutique public relations firm focused on providing media relations to global physical security and healthcare technology companies. The former editor of Security Systems News, a security industry trade publication, she has nearly 20 years of journalism and public relations experience combined. As a newspaper reporter she worked for The Times Record and The York County Coast Star, two newspapers in Maine. Chelsie currently serves on the Board of Directors for the Southern Maine Youth Hockey Association as Communications Director and was a board member of the now defunct TiME, Tennis Intermediate of Maine, which organized tennis tournaments throughout the state of Maine. She holds a BA Degree from West Virginia Wesleyan College and lives in Scarborough, Maine with her husband and two children who are both involved in ice hockey.

Friends of Scarborough Hockey Inc.

Executive Summary

Friends of Scarborough Hockey Inc. intends to fundraise, design, construct and operate an indoor ice rink in the town of Scarborough. The goal is to create a facility that will support the ice needs of all community based programs such as school based boys and girls hockey teams in Scarborough, area youth hockey programs, and figure skating for adults and youth. The expectation is that agreements with surrounding school programs will fill the balance of ice time, allowing the rink to be profitable in the long term.

This indoor ice rink will address 3 major issues:

- Ice Availability
  - Currently Scarborough is dependent on multiple ice rinks and we are not a priority at any of them
- Proximity
  - The closest available ice rink for Scarborough is in Saco which leads to issues around availability and cost of transportation.
- Ownership
  - Scarborough has no one home ice rink

There are five primary phases of this effort:

- Organizational Development
- Fundraising
- Design
- Construction
- Operation

The rink will be built with funding from businesses and individuals in the community that understand the significance of being associated with the project and its value to Scarborough and the surrounding towns. Individual donors understand that communities flourish when they have venues where their citizens can gather and be active, leading to more town spirit.

For businesses, the value can be quantified by the more than 3,000 ice visits that occur by players, parents and other spectators each week. Over a 16 to 20 week skating season, this equates to over 50,000 views of advertising alone. It is our experience that the skating and hockey community is a reliable consumer of goods provided by businesses that support their programs. As such, we see an excellent return on investment for those businesses that choose to donate to the construction and advertise at the rink on an annual basis. In addition to direct economic returns, businesses and individuals who contribute to the construction of an ice rink in Scarborough will serve to improve the value of their community, the amenities it offers, and thus the long term development of the area.

This business plan is intended to define the need for a rink in Scarborough, outline the funding requirements, and estimated operational income and expense to provide a basis for discussion with potential donors.

SCARBOROUGH ICE ARENA
SCARBOROUGH, MAINE



THIS PLAN IS FOR REVIEW PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION OR RECORDING

Revision:	By:	Date:	Change:

PROJECT NUMBER: 34069 | ACAD FILE: 30469-SITE CONCEPT.DWG | SCALE: 1" = 40' | DATE: AUGUST 5, 2014

DRAWING STATUS
- [X] SITE PLAN REVIEW
- [ ] DEP REVIEW
- [ ] PLANNING BOARD
- [ ] CLIENT REVIEW
- [ ] CONSTRUCTION

8-5-14

Drawing Name: SITE CONCEPT

Project Name: SCARBOROUGH ICE ARENA
SCARBOROUGH, MAINE 04074

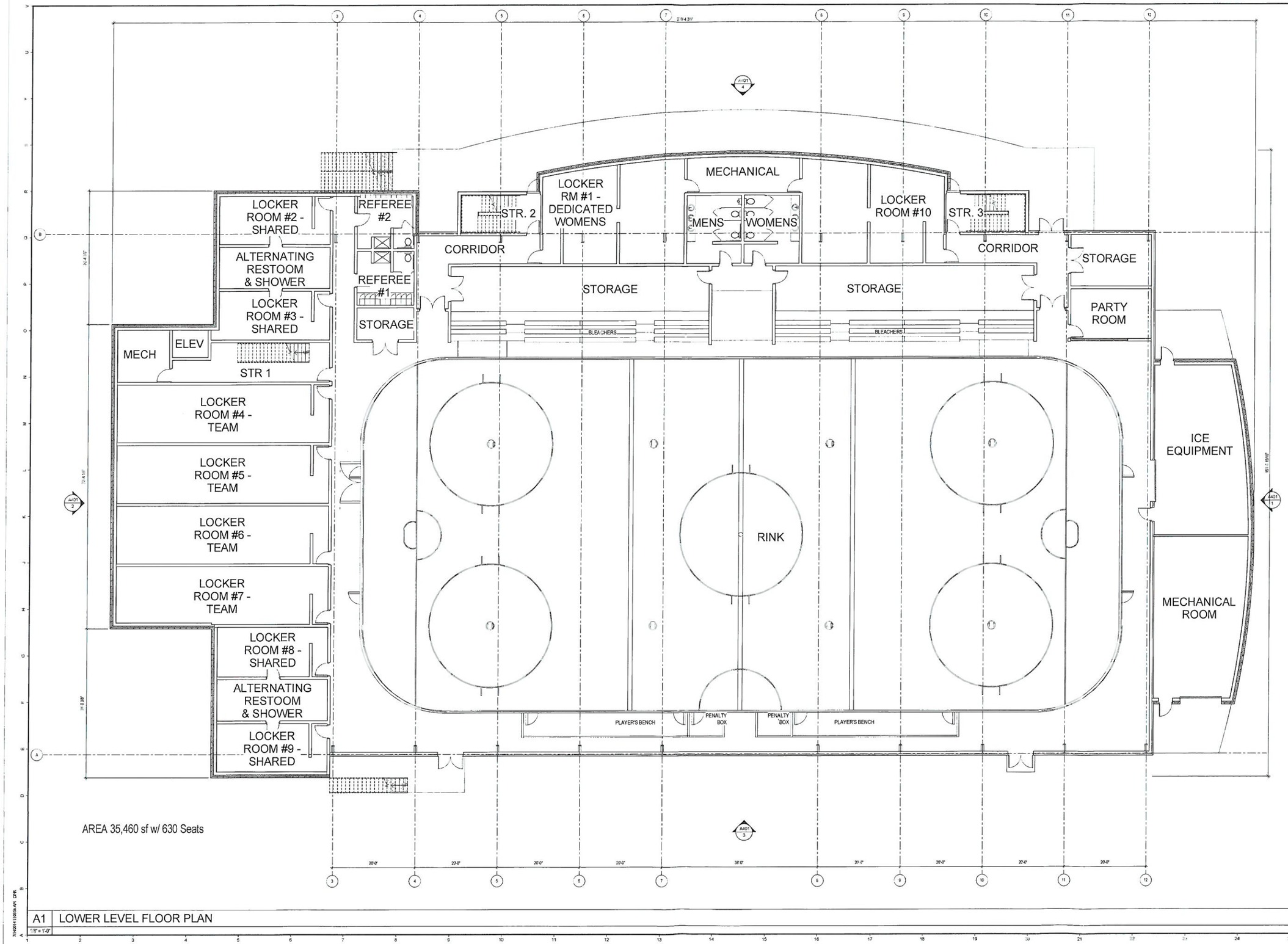
Owner/Applicant: FRIENDS OF SCARBOROUGH HOCKEY
360 US ROUTE 1, SCARBOROUGH, MAINE 04074

SURVEYING ENGINEERING LAND PLANNING
Northeast Civil Solutions
INCORPORATED
153 US ROUTE 1, SCARBOROUGH, MAINE 04074
tel 207.883.1000 800.882.2227 | fax 207.883.1001 | e-mail info@northeastcivilsolutions.com

0 40' 80' 160'

SHEET 1 OF 1

E:\LAND PROJECTS\34069\34069-SCARBOROUGH ICE ARENA\PLANSET\34069-SITE CONCEPT.DWG



A1 LOWER LEVEL FLOOR PLAN

1/8" = 1'-0"

Gawron Turgeon ARCHITECTS
29 Black Point Road
Scarborough, ME 04074
www.gawronturgeon.com
207-882-4207 tel 207-883-0361 fax

SCARBOROUGH ICE ARENA

SCARBOROUGH, MAINE

REVISIONS		
#	DATE	DESCRIPTION

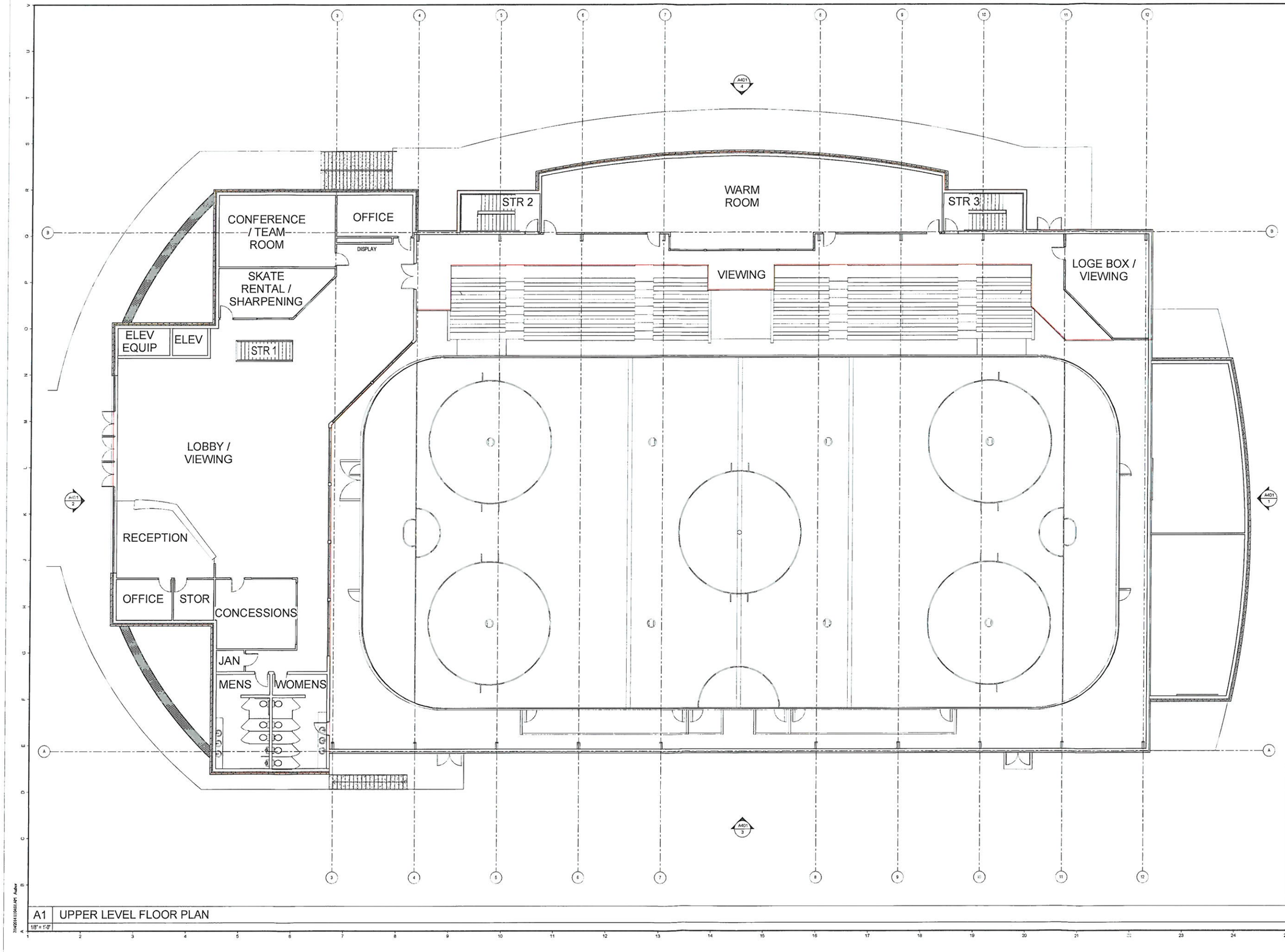
DATE	07.14.14
PROJECT #	P4613
DRAWN BY:	DHR
CHECKED BY:	DHR
DRAWING SCALE	1/8" = 1'-0"

SHEET TITLE

LOWER LEVEL FLOOR PLAN

A101

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A1 UPPER LEVEL FLOOR PLAN

1/8" = 1'-0"

Gawron Turgeon ARCHITECTS
39 Black Point Road
Scarborough, ME 04074
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207-882-4307 tel 207-883-8361 fax

SCARBOROUGH ICE ARENA

SCARBOROUGH, MAINE

REVISIONS

#	DATE	DESCRIPTION

DATE	07.14.14
PROJECT #	P4613
DRAWN BY	Author
CHECKED BY	Checker
DRAWING SCALE	1/8" = 1'-0"

SHEET TITLE

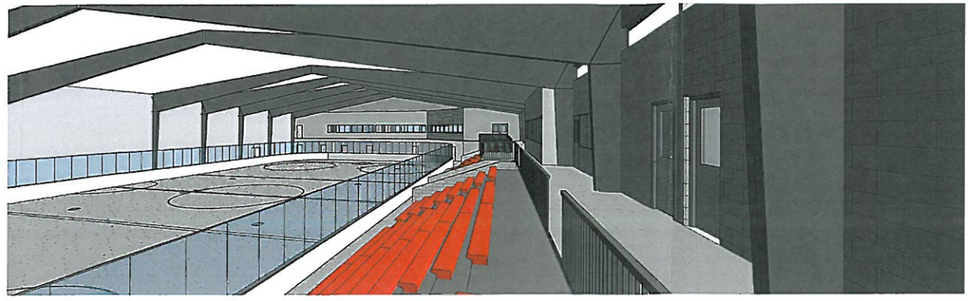
UPPER LEVEL FLOOR PLAN

A102

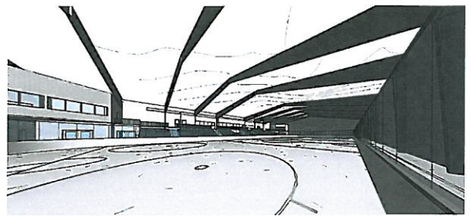
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Q1 | SKETCH RENDERING - VIEW FROM ICE TOWARDS WARM ROOM

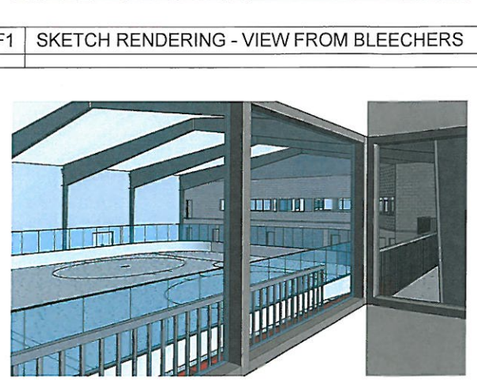


Q13 | SKETCH RENDERING - FROM BLEECHERS TOWARDS LOBBY



M1 | SKETCH RENDERING - VIEW FROM ICE





F1 | SKETCH RENDERING - VIEW FROM BLEECHERS

A1 | SKECTH RENDERING - VIEW FROM WARM ROOM

A7 | SKETCH RENDERING - AXO

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SCARBOROUGH ICE ARENA
SCARBOROUGH, MAINE

REVISIONS

#	DATE	DESCRIPTION

DATE	01.14.14
PROJECT #	P613
DRAWN BY	Author
CHECKED BY	Checker
DRAWING SCALE	

SHEET TITLE

SKETCH RENDERINGS

A103

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