

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

NO NEW BUSINESS SHALL BE TAKEN UP AFTER 10:00 P.M.

- Item 1.** Call to Order.
- Item 2.** Pledge of Allegiance.
- Item 3.** Roll Call.
- Item 4.** General Public Comments.*
- Item 5.** Minutes: January 7, 2014 – Regular Meeting.
- Item 6.** Adjustment to the Agenda.
- Item 7.** Items to be signed: a. Treasurer's Warrants.

OLD BUSINESS: None at this time.

NEW BUSINESS:

Order No. 15-005. First reading the proposed amendments to the Chapter 1301, the General assistance Ordinance, pursuant to Title 22, M.R.S.A §4305 (4).

Order No. 15-006. First reading and refer to the Planning Board on the proposed second amendment to Contact Zone V – Scarborough Realty, LLC [Mercedes-Benz Dealership] located at 137 US Route One.

- 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 – JANUARY 21, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-005. Move approval of the first reading the proposed amendments to the Chapter 1301, the General assistance Ordinance, pursuant to Title 22, M.R.S.A §4305 (4) and schedule a public hearing and second reading for Wednesday, February 4, 2015.

Town of Scarborough, Maine

U S R O U T E O N E , P O B O X 3 6 0
S C A R B O R O U G H , M A I N E • 0 4 0 7 0 - 0 3 6 0

TO: Scarborough Town Council

FROM: Yolande P. Justice, Town Clerk

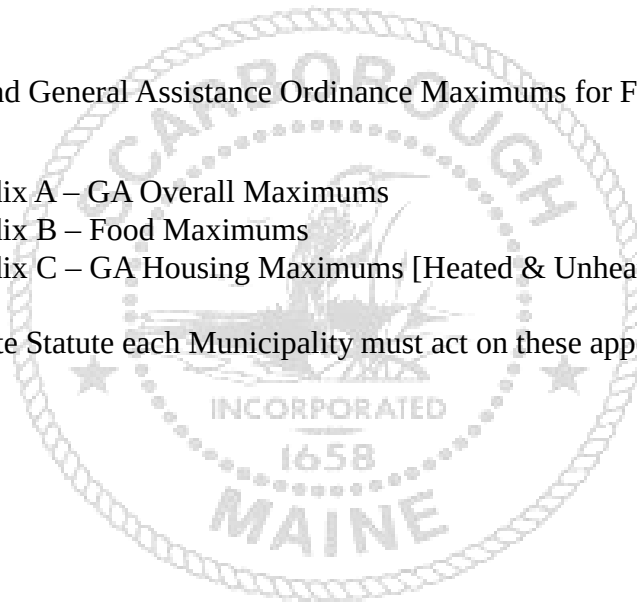
RE: 2014-2015 General Assistance Ordinance Maximums for Food and Housing

DATE: January 15, 2015

Attached please find General Assistance Ordinance Maximums for Food and Housing as set forth by State:

Appendix A – GA Overall Maximums
Appendix B – Food Maximums
Appendix C – GA Housing Maximums [Heated & Unheated Rent]

As required by State Statute each Municipality must act on these appendices.



GA Overall Maximums

Metropolitan Areas

COUNTY	Persons in Household				
	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	603	725	874	1,096	1,261
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroil plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	585	585	699	942	1,089
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	537	635	829	1,044	1,107
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	762	901	1,163	1,463	1,565
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	950	952	1,138	1,656	1,801
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	633	742	954	1,260	1,501

Appendix A
Effective: 07/01/14-06/30/15

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

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

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	514	547	653	851	941
Franklin County	564	593	720	867	1,232
Hancock County	603	693	854	1,130	1,161
Kennebec County	517	598	764	964	1,027
Knox County	709	719	877	1,124	1,275
Lincoln County	660	727	916	1,140	1,223
Oxford County	551	610	735	992	1,284
Piscataquis County	573	651	802	1,016	1,086
Somerset County	582	608	724	985	1,001
Waldo County	643	687	826	1,027	1,091
Washington County	552	593	707	874	1,058

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

Appendix B

Effective: 10/01/14 to 09/30/15

Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. Through September 30, 2015, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	45.12	194
2	83.02	357
3	118.84	511
4	150.93	649
5	179.30	771
6	215.12	925
7	237.67	1,022
8	271.86	1,169

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

Appendix C

Effective: 10/01/14-10/01/15

GA Housing Maximums (Heated & Unheated Rents)

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

Non-Metropolitan FMR Areas

<u>Aroostook County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		84	362	107	461
1		84	362	113	487
2		99	426	136	584
3		134	575	179	770
4		143	614	197	848
<u>Franklin County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		96	412	119	511
1		97	418	124	533
2		115	493	151	651
3		137	591	183	786
4		210	905	265	1,139
<u>Hancock County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		105	451	126	543
1		117	503	145	625
2		145	622	180	776
3		197	845	241	1,038
4		197	845	245	1,054
<u>Kennebec County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		83	359	106	457
1		94	404	123	530
2		123	529	160	686
3		159	685	203	872
4		159	685	214	920

Appendix C

Effective: 10/01/14-10/01/15

Non-Metropolitan FMR Areas

<u>Knox County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		128	552	151	649
1		128	552	151	651
2		150	645	186	799
3		197	846	240	1,032
4		209	899	272	1,168
<u>Lincoln County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		119	513	140	600
1		124	535	153	659
2		159	684	195	838
3		200	862	244	1,048
4		207	889	260	1,118
<u>Oxford County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		89	382	114	491
1		101	434	126	542
2		113	487	153	657
3		161	693	209	900
4		216	928	274	1,179
<u>Piscataquis County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		98	421	111	479
1		108	465	125	539
2		134	575	154	663
3		172	740	196	844
4		176	759	205	881
<u>Somerset County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		100	432	123	529
1		100	432	127	548
2		116	498	152	655
3		166	714	210	904
4		166	714	211	908

Appendix C
Effective: 10/01/14-10/01/15

Non-Metropolitan FMR Areas

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

Metropolitan FMR Areas

<u>Bangor HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		101	432	126	543
1		120	518	153	657
2		145	625	185	796
3		184	790	233	1,004
4		210	904	268	1,154
<u>Penobscot County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		99	424	122	525
1		99	424	122	525
2		104	448	144	621
3		148	636	198	850
4		169	725	228	982
<u>Lewiston/Auburn MSA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		89	381	111	476
1		103	445	132	566
2		139	597	175	751
3		178	766	221	952
4		180	774	233	1,003

Appendix C
Effective: 10/01/14-10/01/15

Metropolitan FMR Areas

<u>Portland HMFA</u>			<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Weekly	Monthly
0	142	611			163	702
1	166	715			194	833
2	214	922			252	1,085
3	271	1165			319	1,371
4	274	1180			339	1,458
<u>York/Kittery/S. Berwick HMFA</u>			<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Weekly	Monthly
0	181	779			207	890
1	181	779			207	890
2	206	887			247	1,060
3	314	1,350			364	1,564
4	334	1,434			394	1,694
<u>Cumberland County HMFA</u>			<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Weekly	Monthly
0	111	479			133	573
1	131	563			157	674
2	167	720			204	876
3	228	982			272	1,168
4	271	1167			324	1,394
<u>Sagadahoc County HMFA</u>			<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Weekly	Monthly
0	140	603			161	693
1	140	603			161	693
2	155	667			191	821
3	192	825			242	1,039
4	276	1,187			336	1,444
<u>York County HMFA</u>			<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Weekly	Monthly
0	126	541			146	629
1	126	541			150	646
2	156	672			192	825
3	216	928			259	1,114
4	216	928			266	1,143

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JANUARY 21, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-006. Move approval of the first reading and refer to the Planning Board on the proposed second amendment to Contact Zone V – Scarborough Realty, LLC [Mercedes-Benz Dealership] located at 137 US Route One and scheduled a public hearing upon the filing of the recommendations of the Planning Board.

F.K.N. Chowdry Chartered, LLC

ATTORNEYS AND COUNSELLORS AT LAW

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

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

January 13, 2015

VIA EMAIL ONLY (yjustice@ci.scarborough.me.us)

Ms. Tody Justice
Town Clerk
Scarborough Municipal Building
259 U.S. Route 1
P.O. Box 360
Scarborough, Maine 04074-0360

and

VIA EMAIL ONLY (DBacon@ci.scarborough.me.us)

Mr. Daniel Bacon
Town Planner
Scarborough Municipal Building
259 U.S. Route 1
P.O. Box 360
Scarborough, Maine 04074-0360

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

Dear Ms. Justice and Mr. Bacon:

Please be advised that I represent Prime Motor Group, a party to a current contract zone agreement with the Town of Scarborough. The actual contract party is 137 U.S. Route One Scarborough Realty, LLC. I understand you are aware that my client has entered into a purchase and sale agreement with SRAM Corp. for the purchase of the existing Sunoco Station located at 151 US Route One, as described in a deed from Drake Petroleum Company, Inc. dated July 28, 2011 and recorded in the Cumberland County Registry of Deeds at Book 28856, Page 233. Prime Motor Group intends to develop this property as an adjunct to its existing Route One showroom, and will need the Town's assistance to accomplish this goal. Accordingly, my client respectfully requests an amendment to the existing contract zone agreement. I submit this correspondence and its enclosures in support of that request.

Ms. Tody Justice and
Mr. Daniel Bacon
January 13, 2015
Page 2 of 2

You will kindly find emailed with this correspondence a conceptual photo simulation and a proposed site plan reflecting the anticipated improvements. My client needs a contract zone agreement amendment to permit a reduction of the front-yard yard setback so that the setback for the parcel to be acquired is consistent with its adjacent commercially zoned office buildings and businesses. Prime also requests an amendment to authorize the addition of one additional street sign, to be located at the same place the existing Sunoco service station sign is situated.

In return for these concessions, my client will (a) entirely remove the service station, underground storage tanks, impervious pavement and unsightly fencing; (b) install a new sidewalk level with the existing sidewalk; (c) install an additional planting area to be in alignment with the existing plantings located at the primary site; (d) remove all curb cuts at the Sunoco site thus decreasing traffic hazards along the Route One corridor; and (e) re-grade the Sunoco site to redirect drainage into the site and towards a storm water detention areas. We believe that these proposed benefits far outweigh the impact the concessions my client request from the Town in the form of a requested amendment to the current contract zone agreement.

I greatly appreciate the Town's receptivity to my client's proposal. As you know, Dave Richards is leading the effort on behalf of my client. I suspect that Dave will continue to be your primary contact, along with the very well-informed and capable General Manager of Prime's Scarborough facility, Dan Doucette. Please feel free however, to contact me at any time if you have any questions or concerns whatsoever. I look forward to working with you.

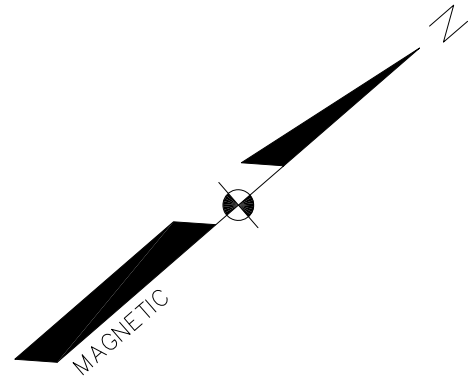
Very truly yours,

A handwritten signature in dark ink, appearing to read 'Frank K. N. Chowdry', written over a horizontal line.

Frank K. N. Chowdry

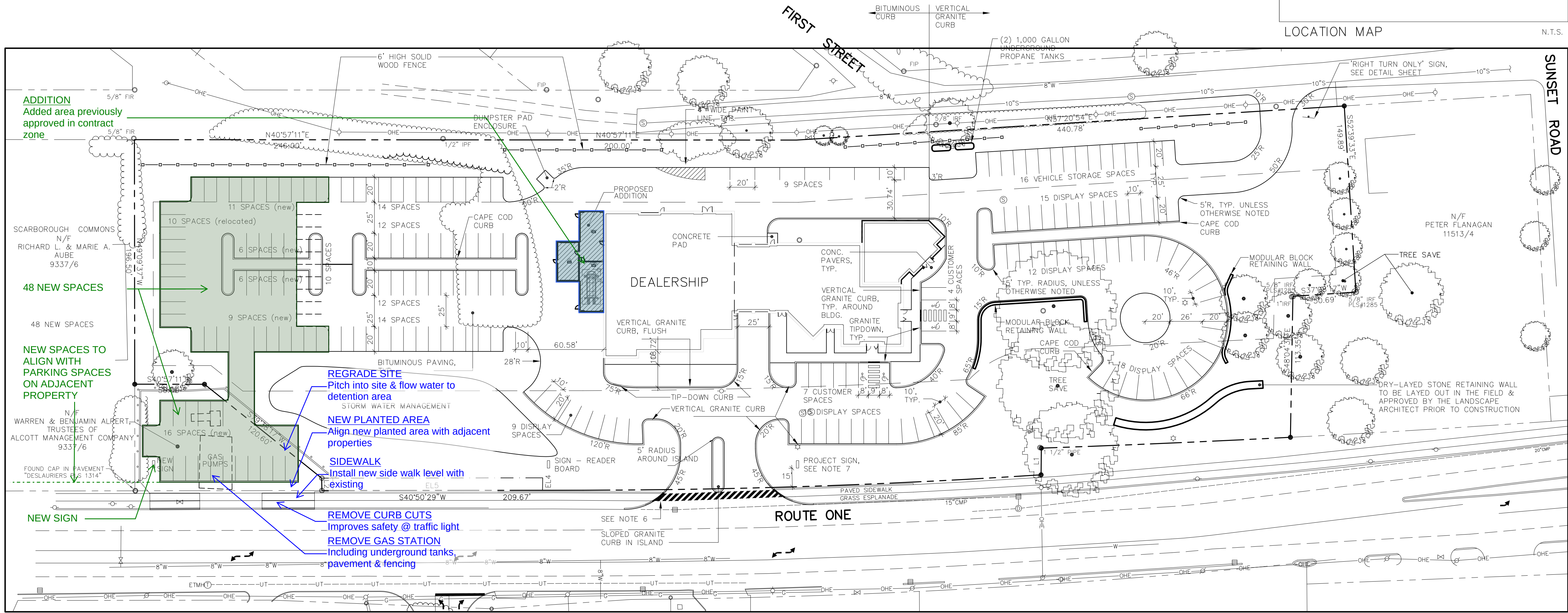
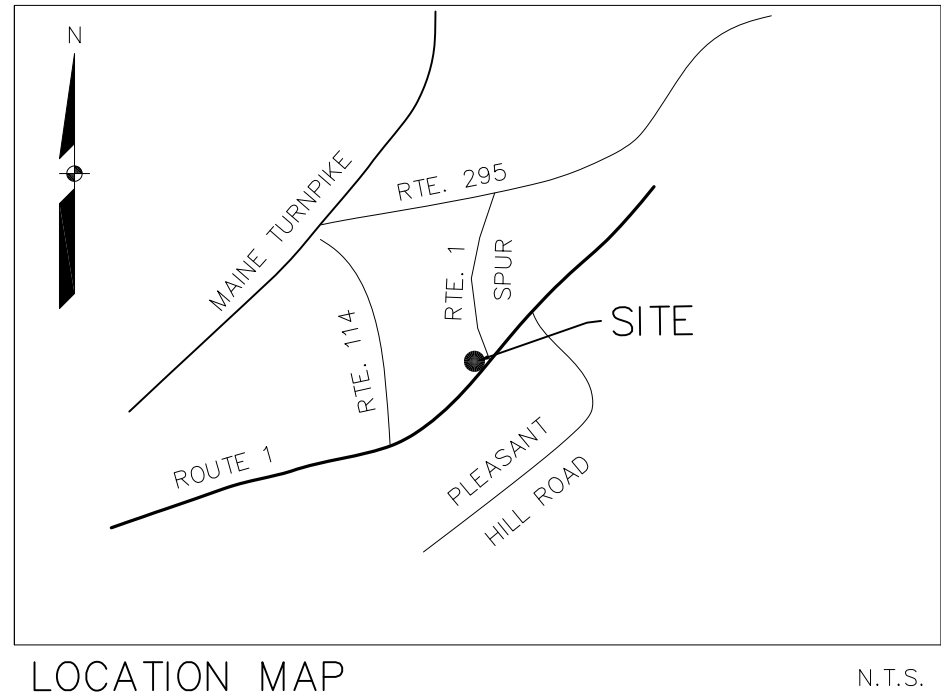
FKNC/lan
Enclosures

Copy to: Daniel Doucette, Prime Motor Group
David Richards, RA, Gawron Turgeon Architects



LINE	BEARING	LENGTH
EL3	S40°50'29"W	177.31'
EL4	N48°17'49"W	10.00'
EL5	S40°50'29"W	177.16'
L1	S48°30'49"E	21.43'
L2	N50°20'40"W	10.00'

CURVE	LENGTH	RADIUS	CRD. BEARING	CRD. DIST.
C1	200.21'	11389.16'	N38°25'48"E	200.21
C2	368.10'	5681.58'	N38°59'08"E	368.04



GENERAL NOTES:

1. SPACE AND BULK CRITERIA:

R-2 ZONE	ORDINANCE	SITE
MIN. LOT SIZE:	10,000 S.F.	15.86 Ac.
MIN. STREET FRONTAGE:	200 FT.	778 FT.
MIN. FRONT YARD:	(RT. 1) 80 FT. (FIRST ST.) 50 FT.	55-60 FT.
MIN. SIDE YARD:	15 FT.	60-280 FT.
MIN. REAR YARD:	N/A	
MAX. BUILDING HEIGHT:	NONE	19%
MAX. BUILDING COVERAGE:	50%	
TOTAL IMPERVIOUS AREA:		2.9 Ac.

2. PARKING CALCULATIONS:

REQUIRED:	23,700 S.F. BUILDING W/ 1 SPACE PER 180 S.F. = 131 SPACES
PROPOSED:	
DISPLAY SPACES	68
EMPLOYEE/OTHER SPACES	73
CUSTOMER SPACES	15
TOTAL	156

3. ALL DRIVEWAY CULVERT SIZES WILL HAVE A 15" DIA. MINIMUM UNDERDRAINS. CULVERTS AND STORM DRAIN LINES SHALL BE SMOOTH BORE HIGH DENSITY POLYETHYLENE (HDPE) SUCH AS HANCOR HI-Q OR APPROVED EQUAL.

4. THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICTED ON THIS APPROVED PLAN. ALL ELEMENTS AND FEATURES OF THIS PLAN AND ALL REPRESENTATIONS MADE BY THE APPLICANT CONCERNING THE DEVELOPMENT AND USE OF THE PROPERTY WHICH APPEAR IN THE RECORD OF THE PLANNING BOARD PROCEEDINGS ARE CONDITIONS OF APPROVAL. NO CHANGE FROM THE CONDITIONS OF APPROVAL IS PERMITTED UNLESS AN AMENDED SITE PLAN IS FIRST SUBMITTED TO AND APPROVED BY THE PLANNING BOARD.

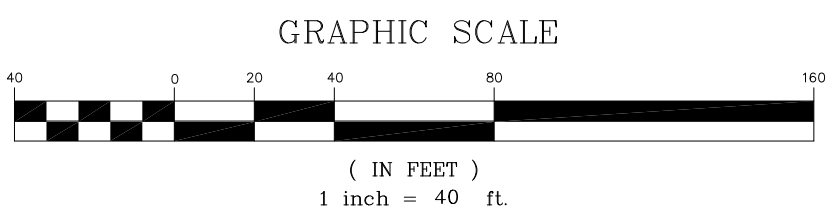
5. ALL EXISTING STRUCTURES TO BE DEMOLISHED AND REMOVED FROM THE SITE. CONTRACTOR TO IDENTIFY EXISTING UTILITY CONNECTIONS AND PROVIDE CERTIFICATION TO SCARBOROUGH SANITARY DISTRICT AND PORTLAND WATER DISTRICT THAT EXISTING CONNECTIONS ARE CAPPED AND SEALED AT THE PROPERTY LINE IN ACCORDANCE WITH DISTRICT REQUIREMENTS.

6. CROSSWALK AND TIP DOWNS CONSTRUCTED TO ADA STANDARDS. SEE DETAIL, SHEET 7.

7. MERCEDES BENZ STANDARD PYLON SIGN No. 113 (17'-4" H x 6'-0" L)

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY/ROW	---
---	SETBACK	---
---	EASEMENT	---
---	CURVE/LINE NO.	---
---	IRON PIPE/ROD	---
---	BUILDING	---
---	EDGE PAVEMENT	---
---	CURBLINE	---
---	TREELINE	---
---	STOCKADE FENCE	---
---	SIGN	---



#	DATE	DESCRIPTION
1	05.09.12	MEUSA REVIEW
2	09.05.12	MEUSA REVIEW
3	09.19.12	MEUSA REVIEW
4	3.05.13	ISSUED FOR PERMITTING
5	04.01.13	MEUSA REVIEW
6	05.10.13	ISSUED FOR CONSTRUCTION
7	01.14.15	SUBMISSION TO TOWN COUNCIL

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

SHEET TITLE
SITE PLAN

S100

PRIME MOTOR MERCEDES BENZ - SPRINTER

SITE PLAN - PROPOSED CONTRACT ZONE AMENDMENT

SCARBOROUGH, MAINE



MI PHOTO - ROUTE 1 SOUTH



MII PHOTO - ROUTE 1 NORTH



GI SKETCH RENDERING - ROUTE 1 SOUTH



GII SKETCH RENDERING - ROUTE 1 NORTH



AI SKETCH RENDERING - SITE PLAN



**Gawron
Turgeon**
ARCHITECTS

29 Black Point Road
Scarborough, Maine 04074
www.gawronturgeon.com
207-883-6307 cel 207-883-0361 fax

PRIME MOTOR MERCEDES BENZ - SPRINTER

SITE PLAN - PROPOSED CONTRACT ZONE AMENDMENT

SCARBOROUGH, MAINE

REVISIONS		
#	DATE	DESCRIPTION
1	01.04.15	SUBMISSION TO TOWN COUNCIL

DATE:	01.11.15
PROJECT #	030512
DRAWN BY:	DMR
CHECKED BY:	DMR
DRAWING SCALE	AS NOTED

SHEET TITLE

SKETCH
RENDERINGS

A-SKR

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PRIME MOTOR MERCEDES BENZ - SPRINTER
SITE PLAN - PROPOSED CONTRACT ZONE AMENDMENT
SCARBOROUGH, MAINE

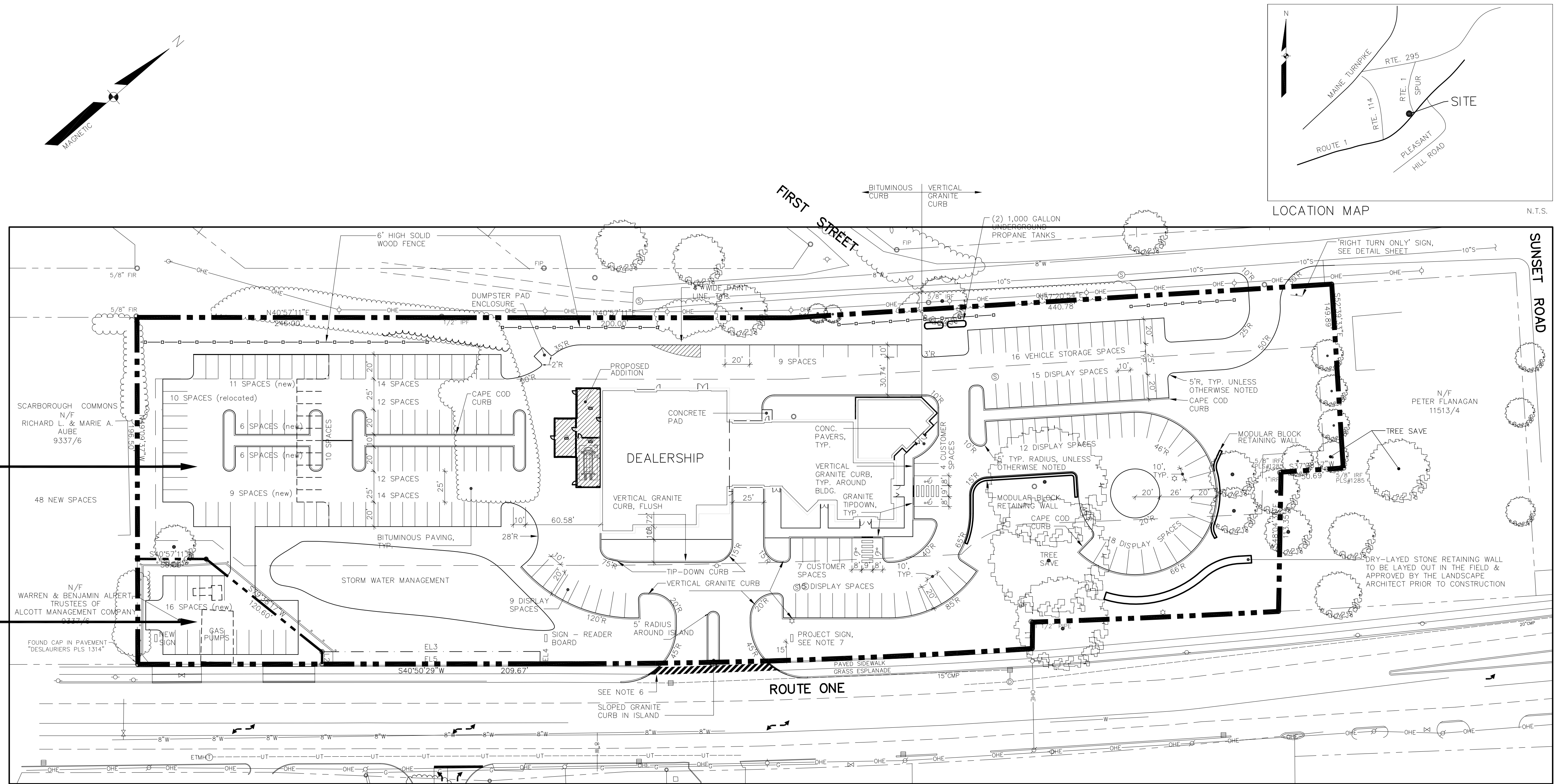
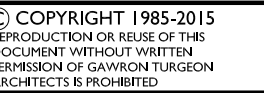
REVISIONS	
DATE	DESCRIPTION
05.09.12	MBUSA REVIEW
09.05.12	MBUSA REVIEW
09.19.12	MBUSA REVIEW
3.05.13	ISSUED FOR PRICING
04.01.13	MBUSA REVIEW
05.10.13	ISSUED FOR CONSTRUCTION
01.14.15	SUBMISSION TO TOWN COUNCIL

DATE:	05.10.13
PROJECT #	030512
DRAWN BY:	DMR
CHECKED BY:	DMR
DRAWING SCALE	AS NOTED

SHEET TITLE

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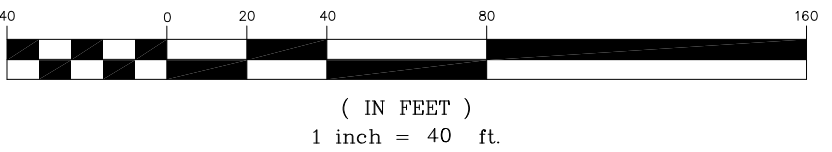
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LEGEND

EXISTING	DESCRIPTION	PROPOSED
	PROPERTY/ROW	
	SETBACK	
	EASEMENT	
	CURVE/LINE NO.	
	IRON PIPE/ROD	
	BUILDING	
	EDGE PAVEMENT	
	CURBLINE	
	TREELINE	
	STOCKADE FENCE	
	SIGN	

GRAPHIC SCALE



REQUESTED CONTRACT AMENDMENT ACREAGE

MERCEDES BENZ LOT - 5.8564 ACRES

SUNOCO LOT - .2125 ACRES

TOTAL LOT ACREAGE 6.0689

5.8564 ACRES

.2125 ACRES

6.0689

MERCEDES BENZ —
LOT - 5.8564 ACRES

SUNOCO LOT -
.2125 ACRES

AI SITE PLAN - PROPOSED AMENDMENT TO CONTRACT ZONE - REQUESTED ACREAGE INCREASE

NTS	EXISTING AREA AND PROPOSED ADDITION AREA UNDER 25,200 SF PERMITTED BUILDING AREA
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SECOND AMENDMENT TO CONTRACT ZONING AGREEMENT

THIS SECOND AMENDMENT TO CONTRACT ZONING AGREEMENT (the “Second Amendment”) is made by and between the **Town of Scarborough**, a Maine municipality and body corporate and politic with its principal office located at the Scarborough Municipal Building, 259 U.S. Route 1, Scarborough, Maine (the “Town”) and **137 U.S. Route One Scarborough Realty, LLC**, a Maine limited liability company with a principal office located at 137 U.S. Route One, Scarborough, Maine (“137 US Route One”).

RECITALS

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

WHEREAS, First Scarborough Realty entered into a Contract Zoning Agreement with the Town on August 21, 2002 (the “Original Agreement”), subsequently amended by an amendment dated on or about September 16, 2004 (the “First Amendment”); and

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, and other good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged as received by each, the parties covenant and agree as follows:

1. All terms, conditions, covenants, representations, warranties, benefits and burdens set forth in the Original Agreement and the First Amendment (including all exhibits and schedules appended thereto) are affirmed, adopted, ratified and accepted by the Town and 137 US Route One and incorporated herein as if restated in full, subject to any conflict or inconsistency between the Original Agreement or the First Amendment and this Second Amendment, in which case this Second Amendment shall govern and control.
2. 137 US Route One is authorized to make the improvements and modifications to the Original Parcel and the New Parcel as described in a certain "Site Plan – Proposed Contract Zone Amendment for Prime Motor Mercedes Benz – Sprinter" prepared by Gawron Turgeon Architects, Scarborough, Maine, revised through May 10, 2013 together with a certain other supplemental plan depicting "Requested Contract Amendment Acreage" both of which are appended to this Agreement as *Exhibit 3* and *Exhibit 4*, respectively.
3. 137 US Route One shall record this Second Amendment within 30 days after its approval by the Scarborough Town Council.
4. The provisions of this Second Amendment shall be deemed restrictions on the use of the Original Parcel and the New Parcel, except as this Second Amendment may be amended by future written agreement of the Town and 137 US Route One or its successors in interest.
5. This is the sole zoning for the Original Parcel and the New Parcel, and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying TVC Zoning District shall apply. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Original Parcel and the New Parcel, shall bind 137 US Route One, its successors in interest and assigns, and shall inure to the benefit of and be enforceable by the Town.
6. Except as expressly modified herein, the use and occupancy of the Original Parcel and the New Parcel shall be governed by and comply with the provisions of the Zoning Ordinance of the Town and any applicable amendments thereto or replacement thereof.
7. In the event that 137 US Route One or its successors or assigns fail to develop the Original Parcel and the New Parcel in accordance with this Second Amendment, or in the event of any other breach hereof, this Second Amendment may be

terminated by vote of the Scarborough Town Council. In that event, the Original Parcel and the New Parcel may then be used only for such uses as are otherwise allowed by law.

8. The Town shall have the power to enforce all conditions and restrictions of this Second Amendment, both through enforcement action pursuant to Section IV of the Scarborough Zoning Ordinance and through legal action for specific performance of the Second Amendment.

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

WITNESS:

**137 ROUTE ONE
SCARBOROUGH REALTY,
LLC**

By: _____
Ira Rosenberg
Its Manager

TOWN OF SCARBOROUGH

By: _____
Thomas Hall
Its Town Manager

STATE OF MAINE
Cumberland, ss.

Date: _____

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

Before me,

Notary Public/Attorney at Law

STATE OF MAINE

Cumberland, ss.

Date: _____

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

Before me,

Notary Public/Attorney at Law

DRAFT - 01/14/2015

EXHIBIT 1

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

CONTRACT ZONING AGREEMENT

BETWEEN THE TOWN OF SCARBOROUGH AND

FIRST SCARBOROUGH REALTY OF MAINE, LLC

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

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

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

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

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

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

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

WHEREAS, First Scarborough Realty of Maine, LLC has requested a rezoning of the property to permit automobile display at a minimum of 15 feet from the property line; and,

WHEREAS, the size, location, configuration and topography of this site permit a level of buffering, landscaping and site design which will mitigate what might otherwise be adverse impacts of outdoor displays, storage and sales, provided the operation is restricted to the density, scale and intensity proposed by First Scarborough Realty of Maine, LLC and further provided that the restrictions of the Contract Zoning Agreement and the site plan approval are strictly observed; and,

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

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

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

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

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

- (c) Building design, style and materials and the design of all features of the site should comply with the Town of Scarborough Design Guidelines adopted by the Scarborough Planning Board on July 16, 2001 unless First Scarborough Realty of Maine, LLC submits and the Planning Board approves an alternative design during the site plan review process.
- (d) The property shall be landscaped to enhance the general appearance of the project from U.S. Route 1 and surrounding properties as determined by the Planning Board at the time of site plan approval. After the date of approval of this Contract Zoning Agreement by the Scarborough Town Council, no trees or other vegetation existing on that date shall be removed except as indicated in an approved site plan. The landscaping shall be maintained by First Scarborough Realty of Maine, LLC or its successors in interest.
- (e) With the exception of emergency situations, the hours during which the business may be open to the public shall be limited to 6 a.m. to 9 p.m. Monday through Saturday.
- (f) First Scarborough Realty of Maine, LLC, its agents and employees shall not utilize First Street, Hudson Avenue, Littlefield Lane, Sunset Road, Second Avenue, Third Avenue, Fourth Avenue, Elmwood Avenue, Maple Avenue and Greenacres Lane to road test vehicles before or after servicing, demonstrate vehicles or provide customer test drives, except that vehicles being road tested, demonstrated or test-driven may traverse First Street and Greenacres Avenue for access to and from U. S. Route One. In addition, First Scarborough Realty of Maine, LLC shall notify all vendors, jobbers and delivery vehicle operators who regularly visit the property that they should avoid traveling on the foregoing streets and roads and utilize only U. S. Route One or First Street via Greenacres to access to the property, with direct access from U. S. Route One being preferred.
- (g) The property subject to this Contract Zoning Agreement shall be developed and used only in accordance with the site plan, to be approved by the Scarborough Planning Board, as that site plan may be amended from time to time pursuant to the provisions of the Scarborough Site Plan Review Ordinance. Any amendment which involves the following changes will require an amendment to this Contract Zoning Agreement:
- (i) Any increase in the square footage of the area utilized for outdoor display, storage or parking of vehicles on the site; and
 - (ii) Relocation of any outdoor vehicle storage, display or parking area to any part of the site closer to the property boundaries or road sidelines than shown on the original approved site plan.

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

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

3. First Scarborough Realty of Maine, LLC shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its approval by the Scarborough Town Council.
4. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property except as this Contract Zoning Agreement may be amended by future written agreement of the Town of Scarborough and First Scarborough Realty of Maine, LLC or its successors in interest.

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

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

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

The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to Section IV of the Scarborough Zoning Ordinance and through legal action for specific performance of the Agreement.

WITNESS:.....
.....

TOWN OF SCARBOROUGH

S/ Laurel R. Nadeau

S/ Ronald W. Owens

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

WITNESS:

First Scarborough Realty of Maine, LLC

DRAFT - 01/14/2015

EXHIBIT 2

(Referred to in the Second Amendment as the “First Amendment”)

**FIRST AMENDMENT TO
CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
FIRST SCARBOROUGH REALTY OF MAINE, LLC**

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

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The Town will amend the Zoning Map of the Town of Scarborough to include the Porath Lot in the property subject to the Contract, by adopting the map change shown on Attachment 1 hereto.
2. All references in the Contract to the “site plan” shall hereafter mean the amended site plan to be approved by the Scarborough Planning Board, which shall be substantially as depicted on the amended site layout plan attached hereto as Exhibit 2.

3. The second sentence of section 2 of the Contract is amended to read as follows:
“The facility will be substantially constructed within one year after the execution
of the First Amendment to the Contract Zoning Agreement.

4. Section 2(a) of the Contract is amended to read: “The maximum allowable
building footprint for the building shall be 25,200+/- s.f. and the maximum
allowable building height shall be 1 story.”

5. Except as amended hereby, all terms of the Contract shall remain in full force
and effect. First Scarborough Realty and the Town hereby reaffirm each and every
provision of the Contract.

6. First Scarborough Realty shall record this First Amendment to the Contract
Zoning Agreement within 30 days after its approval by the Scarborough Town
Council.

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

WITNESS:
LLC

FIRST SCAROROGH REALTY OF MAINE,

By: _____

William G. Waldron, Jr.

Its Manager

WITNESS:

TOWN OF SCARBOROUGH

/s/ Laurel R. Nadeau

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

State of Maine

County of Cumberland, ss.

Date: _____

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

Notary Public / Attorney at Law

State of Maine

County of Cumberland, ss.

Date: September 16, 2004

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

/s/ Marcia McGinnis

Notary Public

EXHIBIT 3

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

DRAFT - 01/14/2015

EXHIBIT 4

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

DRAFT - 01/14/2015