AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 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.

Order No. 17-121. Act on the request for an executive session pursuant to Title 1, M.R.S.A. §405(6)(E) in consultations with legal counsel regarding a legal matter pertaining to pending litigation related to the Higgins Beach-Pine Point-Prouts Neck Tax Abatement Appeals. *[Town Manager]*

Item 4. General Public Comments.*

Item 5. Minutes: December 6, 2017 – 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. 17-122, 7:00 p.m. Public hearing and action on the following applicants who have applied for renewal of their Manufactured Housing Communities License: *[Town Clerk]*

Name	Address
1. Crystal Springs Manufactured Housing Community Donna Alexander	U.S. Route 22
2. Pinecrest Manufactured Housing Community Theresa Desfosses	126 U.S. Route One
3. Hillcrest Manufactured Housing	126 U.S. Route One

OLD BUSINESS:

Order No. 17-111. Second reading on the proposed amendments to Chapter 311- the Town of Scarborough Schedule of Fees. *[Ordinance Committee]*

Order No. 17-112. Second reading on the proposed amendments to Chapter 601- the Town of Scarborough Traffic Ordinance, Section 25.A.Parking Restrictions. *[Ordinance Committee]*

Order No. 17-114. Second reading on the request for discontinuance of a portion of Beech Ridge Road. *[Town Engineer]*

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NEW BUSINESS:

Order No. 17-123. Act on the request to adopt the Health Reimbursement Plans ("Town of Scarborough, ME HRA Deductible Plan" and "Town of Scarborough, ME HRA Credit Plan") for the Town of Scarborough, pursuant to Article 9 of the agreement between the Town of Scarborough and the Scarborough Professional Firefighters Association, IAFF Local 3894, approving a change in medical insurance through the Maine Municipal Employee Health Trust. *[Human Resources]*

Order No. 17-124. Act on the appointment of David Bouffard, as the Assessor for the Town of Scarborough. *[Town Manager]*

Order No. 17-125. Act to authorize the Town Manager to sign documents authorizing acceptance of $1,695.00 or any portion thereof, to be placed in the Asset Forfeiture Account. [This money is the Police Department's equitable share for its contribution to the investigation of criminal cases] *[Police Department]*.

Order No. 17-126. Act on the request to establish the Multi-Modal Reserve Account pursuant to the provisions of Title 30-A, Sections 5801 and 5802 of the Maine Revised Statutes, as amended and supplemented to date. *[Town Manager]*

Order No. 17-127. Act on the Council Chair appointments for Council Standing Committee and Committee Liaisons. *[Council Chair]*

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 – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-121. Move approval on the request for an executive session pursuant to Title 1, M.R.S.A. §405(6)(E) in consultations with legal counsel regarding a legal matter pertaining to pending litigation related to the Higgins Beach-Pine Point-Prouts Neck Tax Abatement Appeals. *[Town Manager]*

Town Manager	*Ought to Pass*
Sponsor	Recommendation
12/20/17 *Vote:*	*N/A*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-122. Move approval on the following applicants who have applied for renewal of their Manufactured Housing Communities License: *[Town Clerk]*

Name	Address
1. Crystal Springs Manufactured Housing Community Donna Alexander	U.S. Route 22
2. Pinecrest Manufactured Housing Community Theresa Desfosses	126 U.S. Route One
3. Hillcrest Manufactured Housing	126 U.S. Route One

Town Clerk	*Ought to Pass*
Sponsor	Recommendation
12/20/17 Vote:	*N/A*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

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

TO: Town Council Members

FROM: Yolande P. Justice, Town Clerk

DATE: December 15, 2017

RE: **Renewal Requests for Manufactured Housing Community and/or Mobile Home Park License**

The following applicants have applied for renewal for Manufactured Housing Communities:

Name	Address
1. Crystal Springs Manufactured Housing Community Donna Alexander	U.S. Route 22
2. Pinecrest Manufactured Housing Community Theresa Desfosses	126 U.S. Route One
3. Hillcrest Manufactured Housing Theresa Desfosses	126 U.S. Route One

Per Brian Longstaff, Zoning Administrator, all three Communities have been inspected and it is recommended that the licenses be approved for Pinecrest Manufactured Housing Community and Hillcrest Manufactured Housing.

Upon inspection of the Crystal Springs Manufactured Housing Community the Code Officer noticed there was a public safety hazard with the road. It had not been properly maintained [road was caked with glare ice and very little salt sand had been applied]. Mr. Longstaff contacted the park manager about maintenance of the roads, but did not get a confirmation that they would take action to correct the situation. Mr. Longstaff informed him that he would recommend that council withhold approval of their license renewal until the issue was corrected.

The applications are kept on file in the Clerk's Office.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-111. Move approval of the second reading on the proposed amendments to Chapter 311- the Town of Scarborough Schedule of Fees. *[Ordinance Committee]*

Ordinance Committee	*Ought to Pass*
Sponsor	Recommendation
11/15/17 Vote: 6 Yeas. *12/06/17 Public Hearing*	*12/20/17*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

CHAPTER 311
TOWN OF SCARBOROUGH
SCHEDULE OF LICENSE, PERMIT AND APPLICATION FEES

BE IT HEREBY ORDAINED, by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 311, Schedule of License, Permit and Application Fees of the Town of Scarborough, Maine is amended by adding the underlined text and strikethrough, as shown below:

Chapter 1006 - Ferry Beach/Hurd Park Fees Season Passes	**Fee**
Resident And/Or Taxpayer Season Pass - (includes Ferry Beach, Higgins Beach and Hurd Park) (amended 05/05/04; 05/18/11)(amended 05/02/2012) (amended 05/07/2014)	$40.00
Resident - Additional Vehicle Registered to the Same Address	$5.00
Non-Resident Season Beach Pass - (includes Ferry Beach Higgins Beach and Hurd Park) (amended 05/05/04) (amended 05/02/2012) (amended 05/07/2014)	~~$75.00~~ $150.00
Higgins Beach – Metered parking spaces on Bayview Avenue Fee [adopted 05/17/17]	$1.00 Hourly
Pass Card for Meters	$1.00
Resident Commercial Fisherman Season Beach Pass - (Ferry Beach only, *must* show State Commercial Fisherman License)	FREE
Resident Senior Citizen Season Pass - (includes both Ferry Beach, Higgins Beach and Hurd Park)	FREE
Resident Veteran Lifetime Season Pass – Applications must be filed and applicant must meet the following criteria: must be a resident of the Town of Scarborough and must have received an honorable discharge or general discharge under honorable conditions [copy of DD214 must accompany application]. This pass will not expire and is valid for the lifetime of the holder. (Please note that any Scarborough Veteran age 60 years or older will not be issued a Resident Veteran Season Pass as they are automatically entitled to a free Resident Senior Citizen Season Pass.) (Adopted 05/19/2010)	FREE
DAILY PARKING RATES (WITHOUT PASS)	
Daily Parking: Ferry Beach, Higgins Beach And Hurd Park (amended 05/05/04) [amended 05/02/2012]	~~$10.00~~ $15.00
Morning Parking Fee (e.g. Passenger Vehicles, Motor Bikes) – 5:30 AM to 9:00 AM	$5.00
End of Day Parking Fee (e.g. Passenger Vehicles, Motor Bikes) – 3 PM to 5 PM (amended 05/03/05)	$5.00
Larger Vehicle Daily Parking Fee - (R.V.'s, Campers and Buses) (amended 05/05/04)	$35.00
BOAT LAUNCHING FEE	
Launching from any town facility, includes Ferry Beach Boat Launch and	

Co-op Boat Launch (Note – Ferry Beach – parking is not included)	
Resident – Daily Boat Launching Fee (amended 05/05/04)	$10.00
Resident – Seasonal Boat Launching Fee	$25.00
Resident – Additional Boat Launching Fee Registered to the Same Address [Amended 05/18/16]	$5.00
Resident Commercial Fisherman Seasonal Boat Launch Pass	Free
Non-Resident – Daily Boat Launching Fee (amended 05/05/04)	$20.00
Non-Resident – Seasonal Boat Launching Fee	~~$50.00~~ $75.00

Chapter 1401 – Coastal Water and Harbor Fees [amended 02-20-13]	**Fee**
Annual Mooring & Pier Use Fee	
Recreational Pier Use - Resident and/Or Taxpayer (amended 05/05/04)	$50.00
Recreational Pier Use - Non-Resident (amended 05/05/04)	~~$100.00~~ $150.00
~~**Annual Pier Maintenance Fee**~~	
Commercial Pier User ~~–~~ – Resident and/or Taxpayer	$100.00
Non-Commercial Pier User ~~–~~ Non Resident	~~$100.00~~ $300.00
Recreational Mooring & Pier Use Fee – Resident and/or Taxpayer	$100.00
Recreational Mooring & Pier Use Fee – Non Resident	$250.00
Commercial Mooring & Pier Use Fee – Resident and/or Taxpayer	$150.00
Commercial Mooring & Pier Use Fee – Non Resident	$400.00

2018 Scarborough Waterfront, Parking & Launch Fees

Recommend by Ordinance Review Committee,
proposed changes highlighted in red.

	2017	2018
Daily Parking Fee	$10.00	$15.00
Daily Parking Fee - (5:30am-9:00am)	N/A	**$5.00**
Daily Parking Fee - (3:00pm-5:00pm)	$5.00	**$5.00**
Daily Parks Fee - RV's	$35.00	$35.00
Hourly Parking Fee - (Meters)	$1.00	**$1.00**
Season Parking Pass - Resident	$40.00	$40.00
Season Parking Pass - Resident Additional	$5.00	$5.00
Season Parking Pass - Non Resident	$75.00	**$150.00**
Season Parking Pass - Senior	$0.00	$0.00
Daily Boat Launch Fee - Resident	$10.00	$10.00
Daily Boat Launch Fee - Non Resident	$20.00	$20.00
Season Boat Launch Pass - Resident	$25.00	$25.00
Season Boat Launch Pass - Resident Additional	$5.00	$5.00
Season Boat Launch Pass - Non Resident	$50.00	**$75.00**
Recreational Pier Use - Resident	$50.00	$50.00
Recreational Pier Use - Non Resident	$50.00	**$150.00**
Commercial Pier Use - Resident	$100.00	$100.00
Commercial Pier Use - Non Resident	$100.00	**$300.00**
Recreational Mooring & Pier Use Fee - Resident	$100.00	$100.00
Recreational Mooring & Pier Use Fee - Non Resident	$150.00	**$250.00**
Commercial Mooring & Pier Use Fee - Resident	$150.00	$150.00
Commercial Mooring & Pier Use Fee - Non Resident	$200.00	**$400.00**

PROPOSED AMENDMENT FROM CHAIRMAN DONOVAN:

[Proposed changes are in blue – End of day parking and fee for Larger Vehicle Parking]

CHAPTER 311
TOWN OF SCARBOROUGH
SCHEDULE OF LICENSE, PERMIT AND APPLICATION FEES

Chapter 1006 - Ferry Beach/Hurd Park Fees Season Passes	**Fee**
Resident And/Or Taxpayer Season Pass - (includes Ferry Beach, Higgins Beach and Hurd Park) (amended 05/05/04; 05/18/11)(amended 05/02/2012) (amended 05/07/2014)	$40.00
Resident - Additional Vehicle Registered to the Same Address	$5.00
Non-Resident Season Beach Pass - (includes Ferry Beach Higgins Beach and Hurd Park) (amended 05/05/04) (amended 05/02/2012) (amended 05/07/2014)	~~$75.00~~ $150.00
Higgins Beach – Metered parking spaces on Bayview Avenue Fee [adopted 05/17/17]	$1.00 Hourly
Pass Card for Meters	$1.00
Resident Commercial Fisherman Season Beach Pass - (Ferry Beach only, *must* show State Commercial Fisherman License)	FREE
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Resident Veteran Lifetime Season Pass – Applications must be filed and applicant must meet the following criteria: must be a resident of the Town of Scarborough and must have received an honorable discharge or general discharge under honorable conditions [copy of DD214 must accompany application]. This pass will not expire and is valid for the lifetime of the holder. (Please note that any Scarborough Veteran age 60 years or older will not be issued a Resident Veteran Season Pass as they are automatically entitled to a free Resident Senior Citizen Season Pass.) (Adopted 05/19/2010)	FREE
DAILY PARKING RATES (WITHOUT PASS)	
Daily Parking: Ferry Beach, Higgins Beach And Hurd Park (amended 05/05/04) [amended 05/02/2012]	~~$10.00~~ $15.00
Morning Parking Fee (e.g. Passenger Vehicles, Motor Bikes) – 5:30 AM to 9:00 AM	$5.00
End of Day Parking Fee (e.g. Passenger Vehicles, Motor Bikes) – 3 PM to ~~5~~ 6 PM (amended 05/03/05)	$5.00
Larger Vehicle Daily Parking Fee - (R.V.'s, Campers and Buses) (amended 05/05/04)	~~$35.00~~ $45.00
BOAT LAUNCHING FEE	
Launching from any town facility, includes Ferry Beach Boat Launch and Co-op Boat Launch (Note – Ferry Beach – parking is not included)	
Resident – Daily Boat Launching Fee (amended 05/05/04)	$10.00
Resident – Seasonal Boat Launching Fee	$25.00
Resident – Additional Boat Launching Fee Registered to the Same Address [Amended 05/18/16]	$5.00

Resident Commercial Fisherman Seasonal Boat Launch Pass	Free
Non-Resident – Daily Boat Launching Fee (amended 05/05/04)	$20.00
Non-Resident – Seasonal Boat Launching Fee	~~$50.00~~ $75.00

Chapter 1401 – Coastal Water and Harbor Fees [amended 02-20-13]	**Fee**
Annual Mooring & Pier Use Fee	
Recreational Pier Use - Resident and/Or Taxpayer (amended 05/05/04)	$50.00
Recreational Pier Use - Non-Resident (amended 05/05/04)	~~$100.00~~ $150.00
~~**Annual Pier Maintenance Fee**~~	
Commercial Pier Use~~r~~ – Resident and/or Taxpayer	$100.00
Non-Commercial Pier Use~~r~~ – Non Resident	~~$100.00~~ $300.00
Recreational Mooring & Pier Use Fee – Resident and/or Taxpayer	$100.00
Recreational Mooring & Pier Use Fee – Non Resident	$250.00
Commercial Mooring & Pier Use Fee – Resident and/or Taxpayer	$150.00
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AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-112. Move approval on the second reading on the proposed amendments to Chapter 601- the Town of Scarborough Traffic Ordinance, Section 25.A.Parking Restrictions. *[Ordinance Committee]*

Ordinance Committee	*Ought to Pass*
Sponsor	Recommendation
11/15/17 Vote: 6 Yeas *12/06/17 Public Hearing*	*12/20/17*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

CHAPTER 601
TOWN OF SCARBOROUGH
TRAFFIC ORDINANCE

BE IT HEREBY ORDAINED, by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 601, the Traffic Ordinance of the Town of Scarborough, Maine is amended by adding the underlined text (18.), as shown below:

Section 25. Parking Restrictions.

A. PARKING RESTRICTIONS

I. NO PARKING AT ANY TIME.

No person shall park a vehicle in any of the following places except when necessary to avoid conflict with other traffic or in compliance with direction of a police officer or authorized person or traffic control device. [Amended 07/16/14]

(18) No parking on North side of Gorham Road from 183 Gorham Road to the intersection of Gorham Road and Spring Street at number 209. [Temporary restriction – expires April 1, 2018.]

[As amended on November 15, 2017]

Town of Scarborough, Maine
Planning and Code Enforcement

MEMORANDUM

TO: Scarborough Town Council

FROM: Angela Blanchette, PE, Town Engineer
(on behalf of the Transportation Committee)

DATE: December 6, 2017

RE: Gorham Road Proposed Parking Restrictions
Transportation Committee Meeting Summary

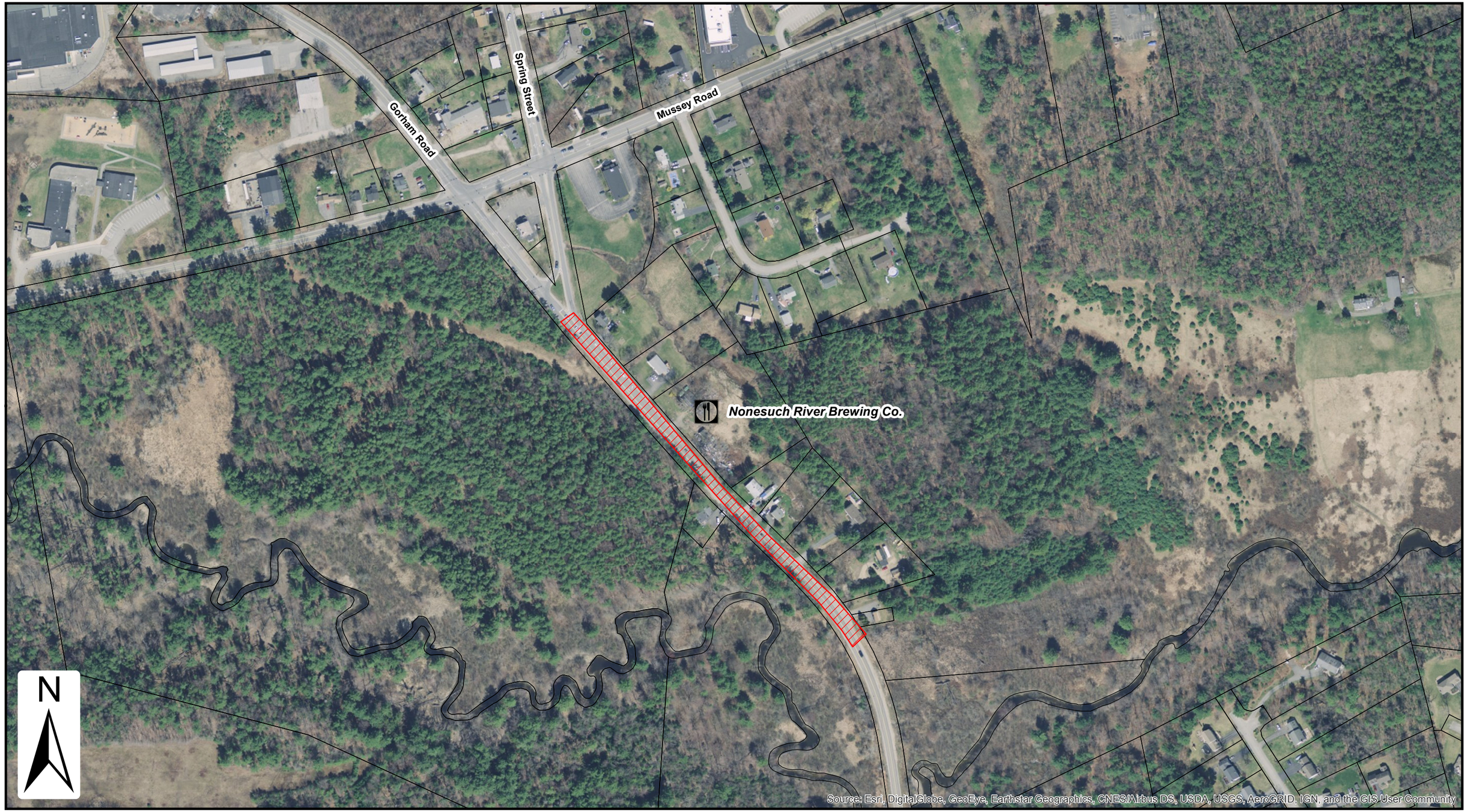
On Tuesday, November 28, 2017 the Transportation Committee (Committee) reviewed the proposal to amend Section 25 of the Scarborough Ordinance, Parking Restrictions. The Committee reviewed the proposed Council amendment, which would restrict parking on the east side of Gorham Road from 183 Gorham Road to the intersection of Gorham Road and Spring Street at number 209. After a lengthy discussion and background provided by Town staff: Jay Chace, Planning Director, Sargent John O'Malley, Scarborough Police Department, and Angela Blanchette, Town Engineer, the Committee voted (4-2) to endorse the Council's Ordinance amendment with the following recommendations:

1. The installation of street lighting along this section of Gorham Road. Committee recommends Staff review appropriate location of additional light fixture(s) to be added to existing utility pole(s)
2. Signage alerting drivers to "Watch for Pedestrians" be installed in the area

The Committee also discussed the safety concerns with installing a formal crosswalk or designated location for pedestrians, as this would provide a false sense of security for pedestrians that would not likely follow along the busy travelway from their parked car to a crosswalk before crossing Gorham Road. Further it would cause drivers to be looking for pedestrians only in the crosswalk and not for likely "J-walkers" in the roadway.

In addition, the Committee discussed the speed study performed by the Scarborough Police Department where the 85th percentile was shown as 41 mph along this section of Gorham Road. Based on this recently collected data, it is most likely that a request to the Maine Department of Transportation (MDOT) to lower the speed limit on this State collector road would have the opposite desired effect and result in an increase to the speed limit from 35 mph (currently posted) to 40 mph due to the rigid Federal Highway standard, which MDOT uses to evaluate speed limit change requests. The Committee was in agreement that the best course of action in this regard is to include traffic calming measures in the Gorham Road Complete Streets project. The Committee

will be part of the review process for all phases of this Capital Improvement Project and has the opportunity to shape this area of town into a walkable, bikeable, mixed-use neighborhood, which the Town Village Center (TVC) zones are intended to create. Ultimately, the Committee viewed the proposed parking restriction as a temporary measure until Gorham Road can be fully improved, at which time on-street parking design, traffic calming measures, sidewalks, bike lanes, and other amenities can be explored in conjunction with a holistic look at the parking along the entire corridor so that the Committee can reassess the parking restrictions and determine where there is adequate room for parking and it is deemed safe.



SCARBOROUGH EST. 1658

Proposed Parking Restriction Area

Gorham Road
November 2017

0 250 500 1,000 Feet

PROPOSED AMENDMENT FROM COUNCILOR CATERINA

[Proposed changes are in blue.]

PROPOSED AMENDMENT FROM CHAIRMAN DONOVAN

[Proposed changes are in green.]

Section 25. Parking Restrictions.

A. PARKING RESTRICTIONS

I. NO PARKING AT ANY TIME.

No person shall park a vehicle in any of the following places except when necessary to avoid conflict with other traffic or in compliance with direction of a police officer or authorized person or traffic control advice. [Amended 07/16/14]

(18) No parking on North side of Gorham Road from 183 Gorham Road to the intersection of Gorham Road and Spring Street at number 209 and on the south side of Gorham Road from the westerly end of the stockade fence fronting on 200 Gorham Road, easterly for a distance of 100 yards. ~~**[Temporary restriction – expires April 1, 2018.]**~~

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-114. Move approval of the second reading on the request for discontinuance of a portion of Beech Ridge Road. *[Town Engineer]*

Town Engineer	*Ought to Pass*
Sponsor	Recommendation
11/15/17 Vote: 6 Yeas *12/06/17 Public Hearing*	*12/20/17*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

Town of Scarborough, Maine
Planning and Code Enforcement

MEMORANDUM

TO: Scarborough Town Council

FROM: Angela Blanchette, PE, Town Engineer

DATE: November 15, 2017

RE: Discontinuance of a portion of a public right-of-way
43 Beech Ridge Road

Pursuant to Title 23 MRSA 3026, Pamela Dillon has submitted a petition for discontinuance of a portion of the Beech Ridge Road right-of-way.

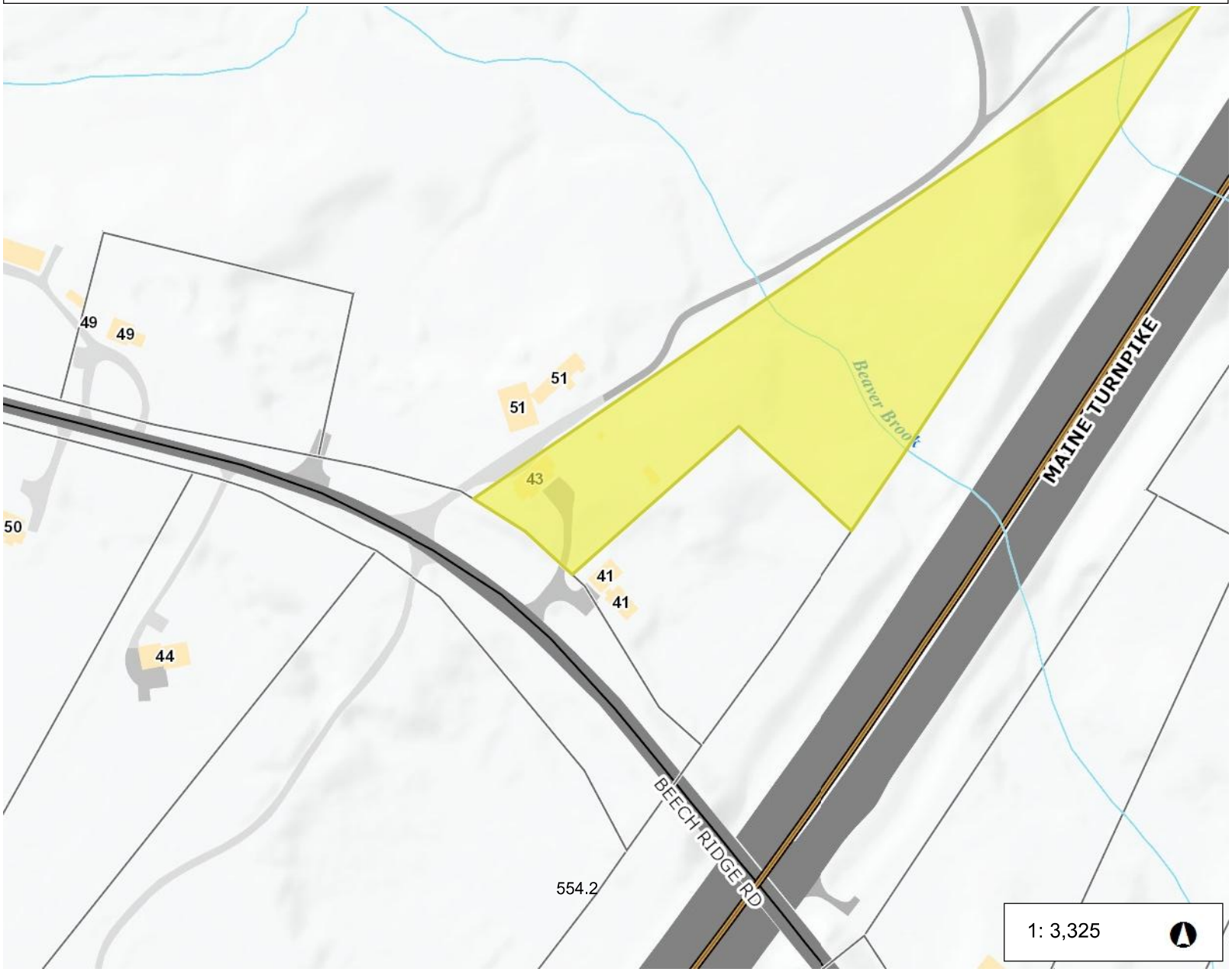
The portion of the Beech Ridge Road right-of-way in the area abutting the property of Pamela J. Dillon, **Tax Map R41, Lot 16** was originally laid out over 200 years ago. Subsequently, the right-of-way has been expanded multiple times (1940's and in 2000) to accommodate the realignment of the roadway associated with the Maine Turnpike overpass. As such, the right-of-way in the area of the subject property is in excess of 150 feet in overall width.

The Dillons have requested that the Town of Scarborough discontinue **5,225 sf** of the Beech Ridge right-of-way in order to allow for the future expansion of their front porch, which would not be allowed within the current front yard setback.

The Public Works Department has been a part of the discussion and has no concerns with vacating this small section of land to the abutting property, since the remaining right-of-way will remain 105 feet in overall width and due to the elevation change over this portion of land, it has little value to the operation of the roadway.

259 US ROUTE ONE, PO BOX 360
SCARBOROUGH, MAINE 04070-0360
PHONE: 207-730-4040 FAX: 207-730-4046
WWW.SCARBOROUGHMAINE.ORG

43 Beech Ridge Road





Legend

- Parcels with Owner Info
- Parcels with Owner Informati
- Roads
  - MTA
  - MTA
  - MDOT
  - PUBLIC
  - PENDING PUBLIC; PRIVATE; PF
  - CEMETERY; NOT YET BUILT; P.
- Railroad
- Building Footprints
- High Resolution 30cm Image
- Building Footprints
- Driveways
  - Paved Driveway
  - Unpaved Driveway
- Road Surfaces
  - Paved Road
  - Unpaved Road
- Parking Lots
  - Paved Parking
  - Unpaved Parking
- Coastline
- Treeline
- Town_Townline_Polygons_c
- Surrouding Towns

1: 3,325

401 0 200 401 Feet

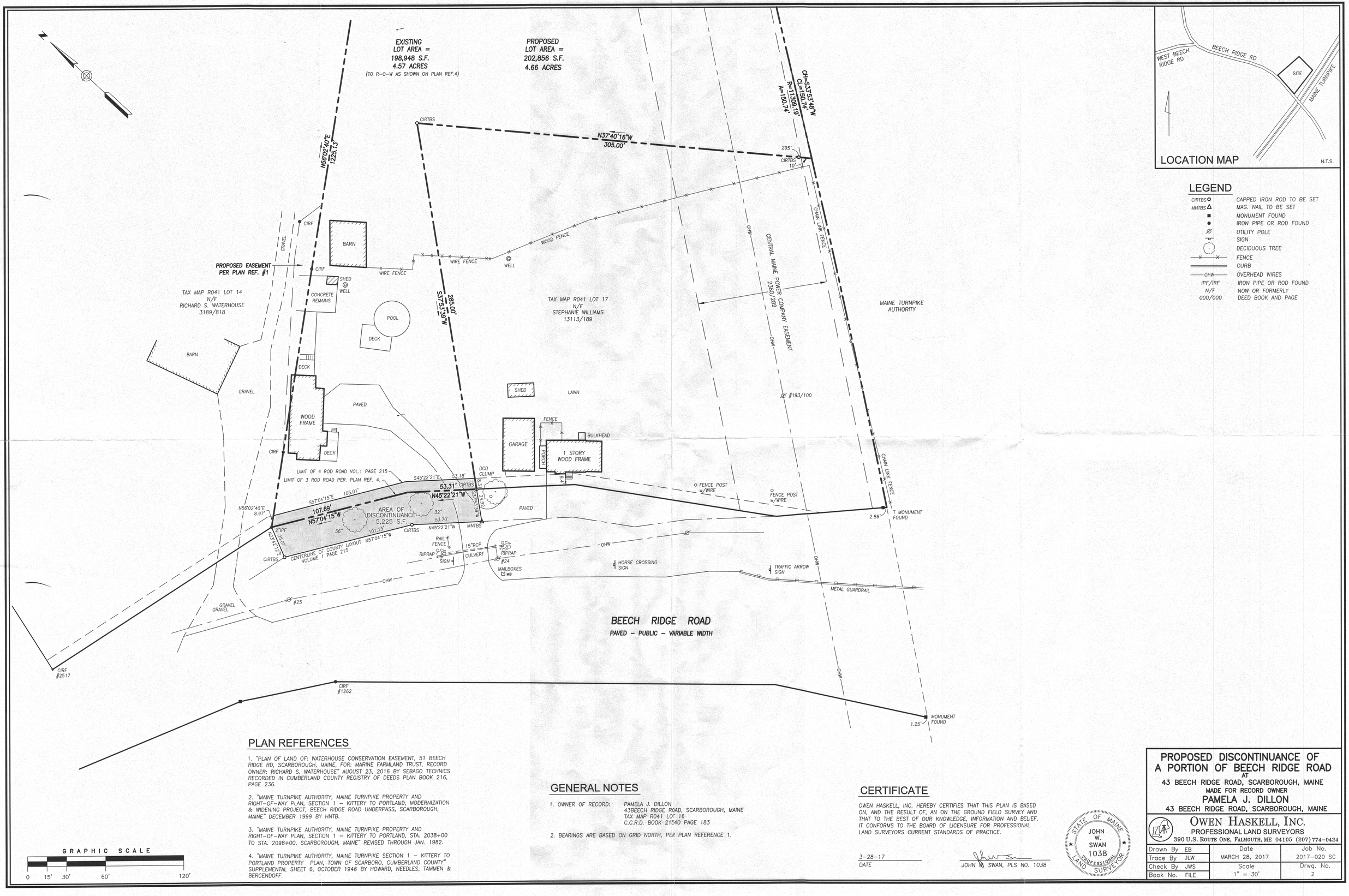
WGS_1984_Web_Mercator_Auxiliary_Sphere
Town of Scarborough, Maine

Disclaimer

This map is a user generated static output from the Town of Scarborough internet mapping site (WebGIS) and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Notes

11/9/2017



LEGEND

CIRTBS ○	CAPPED IRON ROD TO BE SET
MNTBS △	MAG. NAIL TO BE SET
■	MONUMENT FOUND
●	IRON PIPE OR ROD FOUND
	UTILITY POLE
	SIGN
	DECIDUOUS TREE
x x	FENCE
	CURB
OHW	OVERHEAD WIRES
IPF/IRF	IRON PIPE OR ROD FOUND
N/F	NOW OR FORMERLY
000/000	DEED BOOK AND PAGE

PLAN REFERENCES

1. "PLAN OF LAND OF: WATERHOUSE CONSERVATION EASEMENT, 51 BEECH RIDGE RD, SCARBOROUGH, MAINE, FOR: MARINE FARMLAND TRUST, RECORD OWNER: RICHARD S. WATERHOUSE" AUGUST 23, 2016 BY SEBAGO TECHNICS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 216, PAGE 236.
2. "MAINE TURNPIKE AUTHORITY, MAINE TURNPIKE PROPERTY AND RIGHT-OF-WAY PLAN, SECTION 1 – KITTERY TO PORTLAND; MODERNIZATION & WIDENING PROJECT, BEECH RIDGE ROAD UNDERPASS, SCARBOROUGH, MAINE" DECEMBER 1999 BY HNTB.
3. "MAINE TURNPIKE AUTHORITY, MAINE TURNPIKE PROPERTY AND RIGHT-OF-WAY PLAN, SECTION 1 – KITTERY TO PORTLAND, STA. 2038+00 TO STA. 2098+00, SCARBOROUGH, MAINE" REVISED THROUGH JAN. 1982.
4. "MAINE TURNPIKE AUTHORITY, MAINE TURNPIKE SECTION 1 – KITTERY TO PORTLAND PROPERTY PLAN, TOWN OF SCARBORO, CUMBERLAND COUNTY" SUPPLEMENTAL SHEET 6, OCTOBER 1946 BY HOWARD, NEEDLES, TAMMEN & BERGENDOFF.

GRAPHIC SCALE
0 15' 30' 60' 120'

GENERAL NOTES

1. OWNER OF RECORD: PAMELA J. DILLON
   43BEECH RIDGE ROAD, SCARBOROUGH, MAINE
   TAX MAP R041 LOT 16
   C.C.R.D. BOOK 21540 PAGE 183
2. BEARINGS ARE BASED ON GRID NORTH, PER PLAN REFERENCE 1.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES 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 BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

3-28-17
DATE

JOHN W. SWAN, PLS NO. 1038

STATE OF MAINE
JOHN
W.
SWAN
1038
PROFESSIONAL
LAND SURVEYOR

PROPOSED DISCONTINUANCE OF A PORTION OF BEECH RIDGE ROAD

AT

43 BEECH RIDGE ROAD, SCARBOROUGH, MAINE

MADE FOR RECORD OWNER

PAMELA J. DILLON

43 BEECH RIDGE ROAD, SCARBOROUGH, MAINE

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207)774-0424

Drawn By EB	Date	Job No.
Trace By JLW	MARCH 28, 2017	2017-020 SC
Check By JWS	Scale	Drwg. No.
Book No. FILE	1" = 30'	2

PETITION FOR DISCONTINUANCE

To the Municipal Officers of the Town/City of Scarborough : The undersigned respectfully represent(s) that a section of a Town Way, being the former location of Beech Ridge Road is no longer of public use and necessity and it is requested that the same be discontinued as provided in Title 23 M.R.S. Section 3026, et. seq.

Dated this 30 day of MAY, 2017.

Patricia A. Francoeur
Witness

Pamela J. Dillon
PAMELA J. DILLON

Witness

Description of the section to be discontinued:

That section of Beech Ridge Road as shown on "Proposed Discontinuance of a Portion of Beech Ridge Road at Beech Ridge Road, Scarborough, Maine made for record owner Pamela J. Dillon" dated March 28, 2017 by Owen Haskell, Inc. and being more fully described as follows:

A certain lot or parcel of land situated on the northeasterly side of Beech Ridge Road in the Town of Scarborough, County of Cumberland and State of Maine described as follows:

Beginning at a point on the northerly sideline of Beech Ridge Road as described in Vol 1 Page 215, at the common line of land between Richard S. Waterhouse as described in Deed Book 3189 Page 818 and Pamela J. Dillon as described in Deed Book 21540 page 183;

Thence, S 57°04'15" E along said northerly sideline of Beech Ridge Road 105.01 feet;

Thence, S 45°22'21" E along said northerly sideline of Beech Ridge Road 53.18 feet to land of Stephanie Williams as described in Deed Book 13113 Page 189;

Thence S 37°53'39" W along land of said Williams 8.31 feet to a capped iron rod to be set and the northerly sideline of said Beech Ridge Road as shown on "Maine Turnpike Authority, Maine Turnpike Section 1-Kittery to Portland

Property Plan, Town of Scarboro, Cumberland County" Supplemental Sheet 6, October 1946 by Howard, Needles, Tammen & Bergendoff;

Thence, the following courses and distances through the current Beech Ridge Road Right of Way:

S 37°53'39" W	24.92 feet to a mag. nail to be set;
N 45°22'21" W	53.70 feet a capped iron rod to be set;
N 57°04'15" W	101.13 feet to a capped iron rod to be set;
N 23°42'12" E	25.07 feet to an iron pipe at the northerly line of said Beech Ridge Road as shown on said Supplemental Sheet 6 and land of said Waterhouse;

Thence N 56°02'40" E along land of said Waterhouse 8.97 feet to the northerly sideline of Beech Ridge Road as described in Volume 1 Page 215 and the point of beginning.

Containing approximately 5,225 square feet.

Excepting and reserving to the State of Maine the perpetual right to maintain any and all highway slopes and drainage structures that may be located upon or within the above-described section of road.

[It is requested that the Town/City of Scarborough not retain a public easement over the above-described discontinued area, as provided in Title 23 M.R.S. 3026.*]

***Note**: If the above paragraph is not used, the public's right to travel over the road is retained.

Note to Municipal Officers: Upon completion of the discontinuance procedure please forward a copy of the town clerk's Certificate of Discontinuance to the Maine Department of Transportation, Property Office, 16 State House Station, Augusta, ME 04333-0016.

43 Beech Ridge Road

Portion of Beech Ridge Road To Be Discontinued

A certain lot or parcel of land situated on the northeasterly side of Beech Ridge Road in the Town of Scarborough, County of Cumberland and State of Maine described as follows:

Beginning at a point on the northerly sideline of Beech Ridge Road as described in Vol 1 Page 215, at the common line of land between Richard S. Waterhouse as described in Deed Book 3189 Page 818 and Pamela J. Dillon as described in Deed Book 21540 page 183;

Thence, S 57°04'15" E along said northerly sideline of Beech Ridge Road 105.01 feet;

Thence, S 45°22'21" E along said northerly sideline of Beech Ridge Road 53.18 feet to land of Stephanie Williams as described in Deed Book 13113 Page 189;

Thence S 37°53'39" W along land of said Williams 8.31 feet to a capped iron rod to be set and the northerly sideline of said Beech Ridge Road as shown on "Maine Turnpike Authority, Maine Turnpike Section 1-Kittery to Portland Property Plan, Town of Scarboro, Cumberland County" Supplemental Sheet 6, October 1946 by Howard, Needles, Tammen & Bergendoff;

Thence, the following courses and distances through the current Beech Ridge Road Right of Way:

S 37°53'39" W 24.92 feet to a mag. nail to be set;

N 45°22'21" W 53.70 feet a capped iron rod to be set;

N 57°04'15" W 101.13 feet to a capped iron rod to be set;

N 23°42'12" E 25.07 feet to an iron pipe at the northerly line of said Beech Ridge Road as shown on said Supplemental Sheet 6 and land of said Waterhouse;

Thence N 56°02'40" E along land of said Waterhouse 8.97 feet to the northerly sideline of Beech Ridge Road as described in Volume 1 Page 215 and the point of beginning containing 5,225 SF more or less.

The above described parcel of land is shown on "Proposed Discontinuance of a Portion of Beech Ridge Road at Beech Ridge Road, Scarborough, Maine made for record owner Pamela J. Dillon" dated March 28, 2017 by Owen Haskell, Inc.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

PROPERTY OFFICE Tel: (207)624-3034 Fax: (207)624-3545
TTY Users Dial Maine Relay 711

April 6, 2017

Thomas Hall, Town Manager
Town of Scarborough
P.O. Box 360
Scarborough, ME 04070

Dear Mr. Hall:

This letter is to advise the Town of Scarborough that the Maine Department of Transportation no longer has any property interest in, or jurisdiction over, that portion of Beech Ridge Road adjacent to property owned by Stephanie Williams. Ms. Williams' property is identified on Tax Map R041, Lot 17 and described in a deed recorded in Book 13113, Page 189 in the Cumberland County Registry of Deeds.

The portion of Beech Ridge Road that abuts the subject property was laid out by the Cumberland County Commissioners well over 200 years ago. The road has been moved southerly away from its original location twice since then, once in the late 1940's to accommodate an overpass over the newly built Maine Turnpike, and again around 2000 when the Turnpike overpass was moved. When the road was relocated, the State's jurisdiction moved southerly as well, and by operation of statute, responsibility for old section of road reverted back to the County. Further changes to the statutes moved jurisdiction over the old road to the Town. Accordingly, MaineDOT makes no claim to any residual interest in the section of the old county road in front of Ms. Williams' property.

I understand that Stephanie Williams will submit a Petition for Discontinuance for the Town's consideration in the near future. If you should have any questions, please contact me at the number above.

Sincerely,

Amy E. Hughes
Legal Administrator

cc: Stephanie Williams
John W. Swan, PLS, Owen Haskell, Inc.
Kyle Hall, P.E., MaineDOT Southern Region Engineer
Christopher Knight, PLS MaineDOT Southern Region

EXHIBIT C

WAIVER AND INEMNITY

RECITALS

WHEREAS, Pamela Dillon has requested the Town of Scarborough to discontinue a portion of Beech Ridge Road, so called, pursuant to 23 M.R.S.A. § 3026;

WHEREAS, the Town of Scarborough as a condition precedent to any discontinuance of the town way requires a waiver of any claims which Pamela Dillon may have against the Town of Scarborough for such discontinuance and, further, requires indemnity against any claim of abutters or other third persons arising out of or resulting from the discontinuance of said town way;

1. Pamela Dillon hereby waives any claims for damages which she may have against the Town of Scarborough arising out of or resulting from the discontinuance of such town way by the Town pursuant to 23 M.R.S.A. § 3026;

2. Pamela Dillon hereby agrees to indemnify and hold harmless the Town of Scarborough against any claims arising from abutting property owners or any other third persons against the Town of Scarborough for damages arising out of or resulting from the discontinuance of such town way by the Town of Scarborough pursuant to said statute.

Dated: _____ _____

STATE OF MAINE
Cumberland, ss.

Then personally appeared the above-named [name of abutter] and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

_____
Notary Public

EXHIBIT D

NOTICE OF PUBLIC HEARING

Please be advised that the Scarborough Town Council will hold a public hearing on December 6, 2017, for the purposes of deciding whether or not to discontinue, pursuant to the provisions of 23 M.R.S.A. § 3026, the public way known as Beech Ridge Road, described on Schedule A attached, and to determine what damages, if any, should be paid to property owners abutting such way if it is discontinued. A copy of the proposed Order of Discontinuance is attached hereto as Addendum B.

The hearing will be held in the Town Council Chambers at 7 P.M. on the date above-referenced.

MUNICIPAL OFFICERS OF THE TOWN OF SCARBOROUGH

_____

_____

_____

_____

_____

_____

_____

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-123. Move approval on the request to adopt the Health Reimbursement Plans ("Town of Scarborough, ME HRA Deductible Plan" and "Town of Scarborough, ME HRA Credit Plan") for the Town of Scarborough, pursuant to Article 9 of the agreement between the Town of Scarborough and the Scarborough Professional Firefighters Association, IAFF Local 3894, approving a change in medical insurance through the Maine Municipal Employee Health Trust. *[Human Resources]*

Human Resources	*Ought to Pass*
Sponsor	Recommendation
12/20/17 Vote:	*N/A*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

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

TOWN COUNCIL MEMORANDUM

DATE: December 14, 2017

TO: Members of the Town Council

FROM: Liam Gallagher, Director of Human Resources

RE: Heath Reimbursement Arrangement Plan Adoption Agreement

As you know, Article 9 of the agreement between the Town of Scarborough and the Scarborough Professional Firefighters Association (Fire/EMS) included a change in medical insurance from the POS-C and PPO-500 plans to the PPO-2500 plan through the Maine Municipal Employees Health Trust. An integral part of this medical insurance change was the incorporation of a Health Reimbursement Arrangement (HRA) to reimburse employee's deductible and co-insurance out-of-pocket expenses incurred under the new plan.

While we are actively moving forward with the medical insurance change ahead of the January 1, 2018 effective date, the Heath Reimbursement Plan Adoption Agreement does require formal Council approval. The Adoption Agreement is necessary to establish the plan under IRS sections 105 and 106 and defines how the benefits will be coordinated with the medical insurance plan. Absent the plan's adoption, we will be unable to move forward with the change and anticipated budgetary savings.

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

Town of Scarborough
Formal Record of Action – ME HRA Plan

BE IT RESOLVED by the Council of the Town of Scarborough, Maine, in Town Council assembled that,

The following is a formal record of action taken by the governing body of the Town of Scarborough, ME [the "Company']].

With respect to the January 1, 2018, adoption of the Town of Scarborough, ME HRA Credit Plan [the "Plan"], the following resolution are hereby adopted:

> **RESOLVED:** That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved:
>
> **RESOLVED FURTHER:** That the appropriate officers of the Company, be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company; and
>
> **RESOLVED FURTHER:** That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitations, causing to be prepared and file such reports, documents or other information as maybe required under applicable law.

Signed and sealed this the 20th day of December, 2017, on behalf of the Scarborough Town Council and the Town Manager of Scarborough, Maine.

Signed by:	William J. Donovan Council Chair	Attested by:	Yolande P. Justice Town Clerk

ADOPTION AGREEMENT
HEALTH REIMBURSEMENT PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a health reimbursement arrangement under Code sections 106 and 105. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): **Town of Scarborough, ME**
2. Address: **259 US Route One**
3. City: **Scarborough** **4.**State: **ME** **5.** Zip: **04074**
6. Phone number: **207-730-4025** **7.** Fax number: **207-730-4079**
8. Plan Sponsor EIN: **01-6000357**
9. Plan Sponsor fiscal year end: **06/30**
10a. Plan Sponsor entity type:
- **i.** [ ] C Corporation
- **ii.** [ ] S Corporation
- **iii.** [ ] Non Profit Organization
- **iv.** [ ] Partnership
- **v.** [ ] Limited Liability Company
- **vi.** [ ] Limited Liability Partnership
- **vii.** [ ] Sole Proprietorship
- **viii.** [ ] Union
- **ix.** [**X**] Government Agency
- **x.** [ ] Other: _____

10b. If **10a.viii** (Union) is selected, enter name of the representative of the parties who established or maintain the Plan: _____
11. State of organization of Plan Sponsor: **Maine**
12a. The Plan Sponsor is a member of an affiliated service group:
[ ] Yes [**X**] No
12b. If **12a** is "Yes", list all members of the group (other than the Plan Sponsor): _____
13a. The Plan Sponsor is a member of a controlled group:
[ ] Yes [**X**] No
13b. If **13a** is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION.

1. **Plan Number**: **502**
2. **Plan name**: a. **Town of Scarborough, ME HRA Credit Plan**
b. _____
3. **Effective Date:**
3a. Original effective date of Plan: **01/01/2018**
3b. Is this a restatement of a previously-adopted plan:
[ ] Yes [**X**] No
3c. If **A.3b** is "Yes", effective date of Plan restatement: _____.
NOTE: If **A.3b** is "No", the Effective Date shall be the date specified in **A.3a**, otherwise the date specified in **A.3c**; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
4a. **Plan Year** means each 12-consecutive month period ending on **12/31** (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
4b. The Plan has a short plan year:
[**X**] Yes [ ] No
4c. If **A.4b** is "Yes", the short plan year begins **01/01/2018** and ends on **06/30/2018**.
5. Is the Plan Subject to ERISA?
[ ] Yes [**X**] No

B. ELIGIBILITY.

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Other Company Benefit Plan

1a. An Employee is eligible to participate in the Plan under the same terms and conditions as under the Company benefit plan(s) specified in **B.1b**:
- **i.** [ ] Yes - without limitation
- **ii.** [**X**] Yes - with limitations and modifications described in **B.1c**
- **iii.** [ ] No

1b. If B.1a is not "No", enter name of other Company benefit plan(s): **Anthem Blue Cross Blue Shield of Maine PPO 2500 Plan**.

1c. If **B.1a** is " Yes - with limitations and modifications", describe limitations and/or modifications: **Participant Only**.
NOTE: If **B.1a** is not "No", the remainder of Section **B** is disregarded.

Exclusions/Modifications

If **B.1a** is "No", the term "Eligible Employee" shall not include (Check items **B.2 - B.6a** as appropriate):

2. [ ] **Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.

3. [ ] Any **leased employee**.

4. [ ] **Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).

5. [ ] **Part-time.** Any Employee who is expected to work less than _____ hours per week.

6a. [ ] **Other.** Other Employees described in **B.6b**.

6b. If **B.1a** is "No", and **B.6a** is selected, describe other Employees excluded from definition of Eligible Employee: _____.

NOTE: The Plan may not discriminate in favor of highly compensated employees (within the meaning of Code section 105(h)(5)) as to benefits provided or eligibility to participate.

7a. If **B.1a** is "No", allow immediate participation for all Eligible Employees employed on the date specified in **B.7b**:
[ ] Yes [ ] No

7b. If **B.1a** is "No" and **B.7a** is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of such date.

8a. If **B.1a** is "No", indicate whether the Plan will make any other revisions to the term "Eligible Employee":
[ ] Yes [ ] No

8b. If **B.1a** is "No" and **B.8a** is "Yes", describe any further modifications to the term "Eligible Employee": _____.

Service Requirements

10. If **B.1a** is "No", minimum age requirement for an Eligible Employee to become eligible to be a Participant in the Plan: _____

11. If **B.1a** is "No", minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
- **i.** [ ] None.
- **ii.** [ ] Completion of _____ hours of service.
- **iii.** [ ] Completion of _____ days of service.
- **iv.** [ ] Completion of _____ months of service.
- **v.** [ ] Completion of _____ years of service.

12a. If **B.1a** is "No", frequency of entry dates:
- **i.** [ ] An Eligible Employee shall become a Participant in the Plan as soon as administratively feasible upon meeting the requirements of **B.10** and **B.11**.
- **ii.** [ ] first day of each calendar month.
- **iii.** [ ] first day of each plan quarter.
- **iv.** [ ] first day of the first month and seventh month of the Plan Year.
- **v.** [ ] first day of the Plan Year.

12b. If **B.1a** is "No" and **B.12.a.i** (immediate entry) is not selected, an Eligible Employee shall become a Participant in the Plan on the entry date selected in **B.12a** that is:
- **i.** [ ] coincident with or next following
- **ii.** [ ] next following

the date the requirements of **B.10** and **B.11** are met.

13a. If **B.1a** is "No", indicate whether the Plan will make any other revisions to the eligibility rules specified in **B.10 - B.12**:
[ ] Yes [ ] No

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13b. If **B.1a** is "No" and **B.13a** is "Yes", describe any further modifications to the eligibility rules specified in **B.10 - B.12**: _____.

Former Employees

15a. Permit Eligible Employees to participate in the Plan after Termination (Section 3.03; See item **C.10** to describe benefits available to former employees):
- **i.** [ ] Yes - all Eligible Employees are eligible to participate in the Plan after Termination.
- **ii.** [ ] Yes - selected Eligible Employees are eligible to participate in the Plan after Termination.
- **iii.** [**X**] No.

15b. If **B.15a** is "Yes - selected Eligible Employees are eligible to participate in the Plan after Termination", describe the Employees: _____.
NOTE: The election in **B.15** does not have an effect on COBRA coverage.

C. BENEFITS

Eligible Expenses

1a. Coverage under the Plan for Covered Persons is available for the following Eligible Expenses (Section 4.01):
- **i.** [**X**] **All allowable medical expenses**. All medical expenses that are excludable from income under Code section 105(b).
- **ii.** [ ] **Listed medical expenses**. All medical expenses that are listed on an appendix to the Adoption Agreement and that are excludable from income under Code section 105(b).
- **iii.** [ ] **Health plan deductibles**. Only health plan deductible amounts that are otherwise payable by the Participant under a Company-sponsored medical plan covering the Participant.
- **iv.** [ ] **Health plan coinsurance**. Only health plan coinsurance amounts that are otherwise payable by the Participant under a Company-sponsored medical plan covering the Participant.
- **v.** [ ] **Health plan deductibles and coinsurance**. Only health plan deductibles and coinsurance amounts that are otherwise payable by the Participant under a Company-sponsored medical plan covering the Participant.
- **vi.** [ ] **Schedule of expenses**. A schedule of allowable medical expenses under a Company-sponsored medical plan(s) (current or former) as provided in an appendix to the Adoption Agreement.

NOTE: If **C.1a.vi.** is selected, the terms listed in the schedule of expenses shall be defined as provided in the relevant Company-sponsored medical plan.

1b. Are there any other modifications to the definition of Eligible Expenses:
[ ] Yes [**X**] No

1c. If **C.1b** is "Yes", describe modifications to the definition of Eligible Expenses: _____.
NOTE: The modifications listed in **C.1c** may not be inconsistent with expenses that are excludable from income under Code section 105(b).

Covered Person

2a. The definition of Covered Person under the Plan shall include the following persons:
- **i.** [ ] **Participant, spouse and dependents**. The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.
- **ii.** [**X**] **Persons covered under Company medical plan**. The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under the Company-sponsored benefit plan specified in **C.2b**.
- **iii.** [ ] **Participants Only**. No spousal or dependent coverage.
- **iv.** [ ] **Other**. The persons described in **C.2c**.

NOTE: The Plan Administrator may extend coverage for children until the end of the calendar year in which a child turns age 26.

2b. If **C.2a** is "Persons covered under Company medical plan", indicate the name of the Company-sponsored benefit plan: **Anthem Blue Cross Blue Shield of Maine PPO 2500 Plan**.
NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

2c. If **C.2a** is "Other", indicate the definition of Covered Person: _____.
NOTE: The definition in **C.2c** may not include anyone other than the Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section

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152(f)(1)) of the Participant until his or her 26th birthday. If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

Health Reimbursement Account - Maximum Benefit

3a. If **C.1a.vi** is selected are the maximum annual amounts specified in the schedule of benefits?
[ ] Yes [ ] No
NOTE: If the maximum annual amount credited to a Participant's Health Reimbursement Account depends on the Company-sponsored benefit plan the Participant is enrolled in or the particular type of Eligible Expense, **C.1a.vi** (schedule of expenses) should be selected and **C.3a** should be "Yes" (the maximum annual amounts entered in the schedule of benefits apply to this Plan).

3b. Enter the maximum annual amount that will be credited to a Participant's Health Reimbursement Account in any Plan Year for the applicable coverage category (Section 4.01):
i. One Covered Person (Participant only): **$500**
ii. Two Covered Persons (Participant plus one other Covered Person): **$500**
iii. More than two Covered Persons (Family coverage): **$500**
NOTE: If the Plan only provides for a single coverage level for all Participants, enter that coverage level in **C.3b.i.**-**C.3b.iii.**
NOTE: The maximum annual amount is determined after any deductibles and coinsurance are calculated. For example, if the HRA pays the last $750 of a $1,000 plan deductible (after the Participant pays $250), **C.3b.i** should be "$750".

3c. **FSA Failsafe**. Limit the maximum annual benefit to 5 times the value of coverage and exclude long term care services:
[ ] Yes [**X**] No
NOTE: If **C.3c** is "Yes", the Plan is intended to be a flexible spending arrangement under Code section 106(c). Qualified long term care services as defined in Code section 7702B(c) are not an Eligible Expense under the plan and the maximum amount of reimbursement available must be less than 5 times the value of such coverage.

Health Reimbursement Account - Deductible

4. Enter the annual Health Reimbursement Account deductible in any Plan Year for the applicable coverage category:
a. One Covered Person (Participant only): $**0**
b. Two Covered Persons (Participant plus one other Covered Person): $**0**
c. More than two Covered Persons (Family coverage): $**0**
NOTE: If the Plan only provides for a single deductible for all Participants, enter that coverage level in **C.4a.**- **C.4c.**
NOTE: If the Participants are also covered by a Company-sponsored medical plan, enter the deductible that applies to this plan (the Health Reimbursement Plan), ***not*** the deductibles of the Company-sponsored plan. Any expenses covered by a Company-sponsored plan are not an Eligible Expense under this Plan (Section 4.01(c)).
NOTE: If **C.1a.vi** (schedule of benefits) is selected, enter 0 (zero) if no annual deductible applies before the schedule of benefits is implemented.
NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care to the extent required under Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available under a Participant's Health Reimbursement Account).

Health Reimbursement Account - Coinsurance

5. If **C.1a.vi** is not selected, once the HRA deductible is met (if any), indicate the level of coverage provided under the HRA until the annual amount under **C.3** is met: _____ (for example, "50% of coinsurance/copayment amounts" or "100% of Eligible Expenses").
NOTE: If **C.5** is left blank, once the HRA deductible is met (if any), the Plan will provide coverage for 100% of Eligible Expenses until the annual amount under **C.3** is met, unless otherwise provided in the Adoption Agreement.
NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care to the extent required under Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available under a Participant's Health Reimbursement Account).

Health Reimbursement Account - Procedures

6a. The amounts in **C.3** shall be credited to the Participant's Health Reimbursement Account at the following times:

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i. [X] **Beginning of Plan Year**. The entire amount shall be credited at the beginning of the Plan Year.
ii. [ ] **Semi annually**. One half of the amount shall be credited at the beginning of the Plan Year and on the first day of the seventh month of the Plan Year.
iii. [ ] **Quarterly**. One fourth of the amount shall be credited at the beginning of each plan quarter.
iv. [ ] **Monthly**. One twelfth of the amount shall be credited at the beginning of each calendar month during the Plan Year.
v. [ ] **Per payroll period**. Amounts are credited each payroll period in an amount equal to the entire amount divided by the number of payroll periods.
vi. [ ] **Claims dependent**. Accounts are credited and reimbursements are made as claims are made.

6b. If **C.6a.vi** is not selected and a Participant enters the Plan at a time other than the beginning of a period described in **C.6a**, the amounts credited to the Participant's Health Reimbursement Account for such period shall be reduced to reflect the time of actual participation in the applicable period:
[ ] Yes [X] No

6c. If **C.6a.vi** is not selected and if a change to the number of Covered Persons under **C.2** affects the amount(s) credited to the Health Reimbursement Account at times other than that selected in **C.6a**, contributions to the Participant's Health Reimbursement Account will be prorated to accommodate the change:
[ ] Yes [X] No - only future contributions affected
NOTE: If you select "Yes", this may result in a forfeiture from a Participant's Account, or, if amounts have been credited from a Participant's Account in excess of prorated amounts, future contributions may be discontinued until the correct contribution amount is attained.

7a. The Plan allows a carryover of the balance in a Participant's Health Reimbursement Account to the next Plan Year:
i. [X] Yes.
ii. [ ] Yes - but limited to the dollar amount specified in **C.7b**.
iii. [ ] Yes - but limited to the multiple specified in **C.7b** of the maximum annual benefit specified in **C.3**.
iv. [ ] No.

7b. If **C.7a** is "Yes with limitations", enter the maximum dollar amount (or multiple of the maximum annual amount specified in **C.3**) that may be carried over to the next Plan Year: _____.
NOTE: Enter a percentage if **C.7a.iii** is selected and the multiple is less than 1.

Coordination with Other Plans

8. Describe method to coordinate coverage in the Plan with a Health Care Reimbursement Account ("HCRA") in a Company-sponsored cafeteria plan for expenses that are reimbursable under both this Plan and the cafeteria plan (Section 6.01(e)):
i. [ ] **None**. Plan is not used in conjunction with a Company-sponsored HCRA.
ii. [ ] **HRA first**. A Participant shall not be entitled to payment/reimbursement under the HCRA until the Participant has received his or her maximum reimbursement under the Plan.
iii. [X] **Cafeteria plan first**. A Participant shall not be entitled to payment/reimbursement under this Plan until the Participant has received his or her maximum reimbursement under the HCRA.

9a. Describe method to coordinate coverage in the Plan with Health Savings Accounts (Section 6.01(j)):
i. [X] **None**. Coverage in the Plan is not limited or the Plan is not used in conjunction with a Health Savings Account.
ii. [ ] **Permitted Coverage**. Coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1), Rev. Rul. 2004-45 and Notice 2008-59).
iii. [ ] **Post Deductible Coverage**. The Plan will not pay or reimburse any medical expense incurred before the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied pursuant to Notice 2008-59.
iv. [ ] **Both Permitted and Post Deductible Coverage**. Until the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied, coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45). The Plan will pay or reimburse all medical expenses otherwise allowed by the Plan incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
v. [ ] **Suspended HRA**. A Participant may elect to forego coverage in the Plan except for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and permitted by Rev. Rul. 2004-45).

9b. If **C.9a** is not "None", the limitations shall apply to:
i. [ ] All Participants.
ii. [ ] Only Participants who are also eligible to participate in the high deductible health plan.
iii. [ ] Only Participants who are also enrolled in the high deductible health plan.
NOTE: If **C.9a** is "None" or **C.9b** is not "All Participants", eligibility for a Health Savings Account may be limited.

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Former Employees

10a. If **B.15a** is "Yes" (Eligible Employees may participate in the Plan after Termination), select what benefits the Employees described in **B.15** are eligible for after Termination:

i. [ ] Plan Year spend-down. Former employees may spend down the amount remaining in their Account through the end of the Plan Year or 90 days after Termination, whichever is later.

ii. [ ] Other. As specified in **C.10b.**

NOTE: If **C.10a.i** is selected, no new benefits will apply to Terminated participants. If you want to provide new benefits for Terminated Participants or other spend-down periods, select **C.10a.ii** and indicate what benefits Terminated Participants will receive and any restrictions on Eligible Expenses in **C.10b**.

10b. If **C.10a.ii** is selected, describe any unique Plan features that apply to the Employees described in **B.15**: _____.

NOTE: The elections in **C.10** will apply irrespective of whether employees are eligible for or elect COBRA coverage.

NOTE: Unless otherwise specified in **C.10b**, Eligible Expenses, benefits and other Plan provisions will apply in the same manner to former employees as other Plan Participants.

D. PLAN OPERATIONS

Claims

1. Claims for reimbursement for an active Participant must be filed with the Plan Administrator (Section 6.01):

i. [X] within **90** days following the last day of each Plan Year.

ii. [ ] by _____.

2a. The Plan provides for an earlier deadline for claims submission for Terminated Participants:

[X] Yes [ ] No

2b. If **D.2a** is Yes, claims for reimbursement for a Terminated Participant must be filed with the Plan Administrator (Section 6.01):

i. [X] within **90** days following Termination of employment.

ii. [ ] by _____.

3. Indicate whether the Company will provide debit, credit, and/or other stored-value cards (Section 6.01(i)):

[X] Yes [ ] No

Plan Administrator

4a. Designation of Plan Administrator (Section 7.01):

i. [X] Plan Sponsor

ii. [ ] Committee appointed by Plan Sponsor

iii. [ ] Other

4b. If **D.4a.iii** is selected, Name of Plan Administrator: _____

5a. Type of indemnification for the Plan Administrator (Section 7.02):

i. [ ] None - the Company will not indemnify the Plan Administrator.

ii. [X] Standard as provided in Section 7.02.

iii. [ ] Custom.

5b. If **D.5a.iii** (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.

State Law Rules

10a. If **A.5** is "No" (non-ERISA Plan), is the Plan subject to other state law rules?:

[ ] Yes [X] No

10b. If **A.5** is "No" (non-ERISA Plan) and **D.10a** is "Yes", enter any State law rules that apply to the Plan: _____.

E. EFFECTIVE DATES

Use this Section to provide any effective dates for Plan provisions other than the Effective Date specified in **A.3**.

F. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #HRA and any related Appendix and Addendum to the Adoption Agreement.

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Additional participating employers may be specified in an addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same.

The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2017.

TOWN OF SCARBOROUGH, ME:

Signature:_____

Print Name: _____

Title/Position:_____

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TOWN OF SCARBOROUGH, ME HRA CREDIT PLAN

SUMMARY PLAN DESCRIPTION

January 1, 2018

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Benefit Strategies LLC

TOWN OF SCARBOROUGH, ME HRA CREDIT PLAN

SUMMARY PLAN DESCRIPTION

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INTRODUCTION

Town of Scarborough, ME (the "Company") established the Town of Scarborough, ME HRA Credit Plan (the "Plan") effective 01/01/2018.

Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are eligible to receive benefits from the Anthem Blue Cross Blue Shield of Maine PPO 2500 Plan, subject to the following terms and conditions: only Eligible Employee may receive credits from this plan.

You will stop being a participant eligible to receive benefits from the Plan on the date you are no longer an Eligible Employee or the date you terminate employment with the Company.

HEALTH REIMBURSEMENT BENEFITS

Health Reimbursement Account

When you become eligible to participate in the Plan, the Plan will establish a health reimbursement account in your name. You will be entitled to receive reimbursement from this account for Eligible Expenses incurred by you, your spouse and dependents - but only if such persons are covered under the Anthem Blue Cross Blue Shield of Maine PPO 2500 Plan (Covered Persons). A dependent is generally someone who you may claim as a dependent on your federal tax return and also includes a child up until their 26th birthday. You may receive reimbursement for Eligible Expenses incurred at a time when you are actively participating in the Plan. The amount of reimbursement for Eligible Expenses is limited to the remaining balance in your account.

Limits on Reimbursement

The annual limit on reimbursement is $500.

Eligible Employees will receive $500 on a debit card for use on valid expenses during the plan year of January 1, 2018 – June 30, 2018.

The entire amount of the limit specified above will be credited to your account at the beginning of the Plan Year.

Any amounts remaining in your account at the end of the Plan Year will be carried over to the immediately-following Plan Year. However, any balance remaining in your account on the date you terminate employment with the Company will be forfeited after all claims are paid.

Deductible

The annual Plan deductible is $0.

Please note that the deductible above is for this plan (the Health Reimbursement Account) and NOT the deductible(s) for Company-sponsored health plan(s).

Eligible Expenses

During the time you are eligible to participate in the Plan, the Plan will reimburse all medical expenses for Covered Persons that are excludable from income under the federal tax code. The Plan will not reimburse you for the cost of medicines or drugs unless such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin. You will not be reimbursed for any expenses that are (i) not incurred in the Plan Year, (ii) incurred before or after you are eligible to participate in the Plan, (iii) attributable to a tax deduction you take in a prior taxable year, or (iv) covered, paid or reimbursed from any other source.

Coordination with Other Plans

All claims for benefits that are covered by an insurance policy must be made to the insurance company issuing such insurance policy.

Limits on Certain Employees

If you are a highly paid employee or an owner of the Company, federal law may impose limits on your eligibility to participate in the Plan and/or the benefits you may receive from the Plan.

CLAIMS

Deadlines

You must submit claims for reimbursement within 90 days after the end of the Plan Year. However, if you terminate employment you must submit claims for reimbursement within 90 days after your date of termination.

Debit/Credit Cards

The Company will provide you with a debit, credit or other stored-value card for purposes of making purchases that may be reimbursed from your health reimbursement account. The Plan Administrator will provide you with more information about stored value cards at the time you enroll in the Plan.

Documentation of Claims

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

Method and Timing of Payment

To the extent that the Plan Administrator approves a claim, the Company may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

Where to Submit Claims

All claims must be submitted to Benefit Strategies LLC at PO Box 1300, Manchester, NH 03105. The telephone number is 603-647-4666 and the Fax number is 603-647-4668.

Refunds/Indemnification

You must immediately repay any excess payments/reimbursements. You must reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable under this Plan.

Beneficiary

If you die, your beneficiaries may submit claims for Eligible Expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose provided that such beneficiary is your spouse or one or more of your dependents. If no beneficiary is specified, the Plan Administrator may pay any amount due to your spouse or, if there is no spouse, to your dependents in equal shares.

Claim Procedures for Health Benefits

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which

the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial, and (5): (A) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or (B) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Appeal of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he shall file an appeal with the Plan Administrator on or before the 180th day after he receives the Plan Administrator's notice that the claim has been wholly or partially denied. The appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. An appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator shall:

(1) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;

(2) Provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

(3) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

(4) Provide that the health care professional engaged for purposes of a consultation under Subsection (2) shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within 60 days after receipt by the Plan of the Claimant's request for review of an adverse benefit determination. The Claimant shall lose the right to appeal if the appeal is not timely made.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial with a discussion of the decision, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the external appeals process. The determination rendered by the Plan Administrator shall be binding upon all parties.

CONTINUATION RIGHTS

Military Service

If you serve in the United States Armed Forces and must miss work as a result of such service, you may be eligible to continue to receive benefits with respect to any qualified military service.

COBRA

Under Federal law, you, your spouse, and your dependents may be entitled to COBRA continuation coverage in certain circumstances. Please see the "COBRA NOTICE" that is attached to the end of this Summary Plan Description for important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The COBRA NOTICE generally explains COBRA continuation coverage and when it may become available to you. The Plan Administrator will inform you of these rights, if any, when you terminate employment.

FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving benefits.

YOUR RIGHTS

As a participant in this Plan, you are entitled to certain rights and protections. You have the right to:

Examine, without charge, at the Plan Administrator's office all documents governing the Plan, including insurance contracts.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group

health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage. (Certificates of creditable coverage are no longer required after December 31, 2014.)

In addition, the people who operate the Plan have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under the Plan.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done.

If you disagree with the Plan's decision or lack thereof concerning the status of a qualified medical child support order or national medical support notice, you may file suit in Federal and/or state court.

If you have any questions about the Plan, you should contact the Plan Administrator.

MISCELLANEOUS

Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO) and/or National Medical Support Notice. You may obtain a copy of the medical child support procedures from the Plan Administrator, free of charge.

Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. If you or your dependents become ineligible for Medicaid or a state child

health program (CHIP) or become eligible for premium assistance under Medicaid or a state child health program (CHIP), you must request enrollment within 60 days. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Women's Health and Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for: All stages of reconstruction of the breast on which the mastectomy was performed; Surgery and reconstruction of the other breast to produce a symmetrical appearance; Prostheses; and Treatment of physical complications of the mastectomy, including lymphedemas.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like more information on WHCRA benefits, call your Plan Administrator at the number provided at the end of this Summary Plan Description.

Newborns' And Mothers' Health Protection

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Loss of Benefit

You may lose all or part of your account if the unused balance is forfeited at the end of a Plan Year and if we cannot locate you when your benefit becomes payable to you.

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Taxation

The Company intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

Privacy

The Plan is required under federal law to take sufficient steps to protect any individually identifiable health information to the extent that such information must be kept confidential. The Plan Administrator will provide you with more information about the Plan's privacy practices.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Town of Scarborough, ME.

   Its address is 259 US Route One, Scarborough, ME 04074.

   Its telephone number is 207-730-4025.

Its Employer Identification Number is 01-6000357.

2. The Plan is a welfare benefit plan which has been designated by the sponsor as its plan number is 502.

3. The Plan's designated agent for service of legal process is the chief officer of the entity named in number 1. Any legal papers should be delivered to him or her at the address listed in number 1. However, service may also be made upon the Plan Administrator.

4. The Company's fiscal year ends on 06/30 and the plan year ends on 12/31.

COBRA NOTICE

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

Your hours of employment are reduced, or

Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

Your spouse dies;

Your spouse's hours of employment are reduced;

Your spouse's employment ends for any reason other than his or her gross misconduct;

Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or

You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

The parent-employee dies;

The parent-employee's hours of employment are reduced;

The parent-employee's employment ends for any reason other than his or her gross misconduct;

The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);

The parents become divorced or legally separated; or

The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Continuation Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

The end of employment or reduction of hours of employment; Death of the employee; The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to Maine Municipal Employees Health Trust at 60 Community Drive, Augusta, ME 04330. The telephone number is Phone: 1-800-852-8300.

How is COBRA Continuation Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep Your Plan Informed of Address Changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Maine Municipal Employees Health Trust
60 Community Drive, Augusta, ME 04330
Phone: 1-800-852-8300

V-3.00

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

Town of Scarborough
Formal Record of Action – ME HRA Plan

BE IT RESOLVED by the Council of the Town of Scarborough, Maine, in Town Council assembled that,

The following is a formal record of action taken by the governing body of the Town of Scarborough, ME [the "Company']].

With respect to the January 1, 2018, adoption of the Town of Scarborough, ME HRA Deductible Plan [the "Plan"], the following resolution are hereby adopted:

> **RESOLVED:** That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved:
>
> **RESOLVED FURTHER:** That the appropriate officers of the Company, be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company; and,
>
> **RESOLVED FURTHER:** That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitations, causing to be prepared and file such reports, documents or other information as maybe required under applicable law.

Signed and sealed this the 20th day of December, 2017, on behalf of the Scarborough Town Council and the Town Manager of Scarborough, Maine.

Signed by:	William J. Donovan Council Chair	Attested by:	Yolande P. Justice Town Clerk

ADOPTION AGREEMENT
HEALTH REIMBURSEMENT PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a health reimbursement arrangement under Code sections 106 and 105. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): **Town of Scarborough, ME**
2. Address: **259 US Route One**
3. City: **Scarborough** **4.**State: **ME** **5.** Zip: **04074**
6. Phone number: **207-730-4025** **7.** Fax number: **207-730-4079**
8. Plan Sponsor EIN: **01-6000357**
9. Plan Sponsor fiscal year end: **June 30**
10a. Plan Sponsor entity type:
- **i.** [ ] C Corporation
- **ii.** [ ] S Corporation
- **iii.** [ ] Non Profit Organization
- **iv.** [ ] Partnership
- **v.** [ ] Limited Liability Company
- **vi.** [ ] Limited Liability Partnership
- **vii.** [ ] Sole Proprietorship
- **viii.** [ ] Union
- **ix.** [**X**] Government Agency
- **x.** [ ] Other: _____

10b. If **10a.viii** (Union) is selected, enter name of the representative of the parties who established or maintain the Plan: _____
11. State of organization of Plan Sponsor: **Maine**
12a. The Plan Sponsor is a member of an affiliated service group:
[ ] Yes [**X**] No
12b. If **12a** is "Yes", list all members of the group (other than the Plan Sponsor): _____
13a. The Plan Sponsor is a member of a controlled group:
[ ] Yes [**X**] No
13b. If **13a** is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. **GENERAL INFORMATION.**

1. **Plan Number**: **502**
2. **Plan name**: a. **Town of Scarborough, ME HRA Deductible Plan**
b. _____
3. **Effective Date:**
3a. Original effective date of Plan: **01/01/2018**
3b. Is this a restatement of a previously-adopted plan:
[ ] Yes [**X**] No
3c. If **A.3b** is "Yes", effective date of Plan restatement: _____.
NOTE: If **A.3b** is "No", the Effective Date shall be the date specified in **A.3a**, otherwise the date specified in **A.3c**; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
4a. **Plan Year** means each 12-consecutive month period ending on **12/31** (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
4b. The Plan has a short plan year:
[ ] Yes [**X**] No
4c. If **A.4b** is "Yes", the short plan year begins _____ and ends on _____.
5. Is the Plan Subject to ERISA?
[ ] Yes [**X**] No

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B. ELIGIBILITY.

Other Company Benefit Plan

1a. An Employee is eligible to participate in the Plan under the same terms and conditions as under the Company benefit plan(s) specified in **B.1b**:
- **i.** [**X**] Yes - without limitation
- **ii.** [ ] Yes - with limitations and modifications described in **B.1c**
- **iii.** [ ] No

1b. If B.1a is not "No", enter name of other Company benefit plan(s): **Anthem Blue Cross Blue Shield of Maine PPO 2500 Plan**.

1c. If **B.1a** is " Yes - with limitations and modifications", describe limitations and/or modifications: _____.
NOTE: If **B.1a** is not "No", the remainder of Section **B** is disregarded.

Exclusions/Modifications

If **B.1a** is "No", the term "Eligible Employee" shall not include (Check items **B.2 - B.6a** as appropriate):

2. [ ] **Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.

3. [ ] Any **leased employee**.

4. [ ] **Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).

5. [ ] **Part-time.** Any Employee who is expected to work less than _____ hours per week.

6a. [ ] **Other.** Other Employees described in **B.6b**.

6b. If **B.1a** is "No", and **B.6a** is selected, describe other Employees excluded from definition of Eligible Employee: _____.
NOTE: The Plan may not discriminate in favor of highly compensated employees (within the meaning of Code section 105(h)(5)) as to benefits provided or eligibility to participate.

7a. If **B.1a** is "No", allow immediate participation for all Eligible Employees employed on the date specified in **B.7b**:
[ ] Yes [ ] No

7b. If **B.1a** is "No" and **B.7a** is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of such date.

8a. If **B.1a** is "No", indicate whether the Plan will make any other revisions to the term "Eligible Employee":
[ ] Yes [ ] No

8b. If **B.1a** is "No" and **B.8a** is "Yes", describe any further modifications to the term "Eligible Employee": _____.

Service Requirements

10. If **B.1a** is "No", minimum age requirement for an Eligible Employee to become eligible to be a Participant in the Plan: _____

11. If **B.1a** is "No", minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
- **i.** [ ] None.
- **ii.** [ ] Completion of _____ hours of service.
- **iii.** [ ] Completion of _____ days of service.
- **iv.** [ ] Completion of _____ months of service.
- **v.** [ ] Completion of _____ years of service.

12a. If **B.1a** is "No", frequency of entry dates:
- **i.** [ ] An Eligible Employee shall become a Participant in the Plan as soon as administratively feasible upon meeting the requirements of **B.10** and **B.11**.
- **ii.** [ ] first day of each calendar month.
- **iii.** [ ] first day of each plan quarter.
- **iv.** [ ] first day of the first month and seventh month of the Plan Year.
- **v.** [ ] first day of the Plan Year.

12b. If **B.1a** is "No" and **B.12.a.i** (immediate entry) is not selected, an Eligible Employee shall become a Participant in the Plan on the entry date selected in **B.12a** that is:
- **i.** [ ] coincident with or next following
- **ii.** [ ] next following

the date the requirements of **B.10** and **B.11** are met.

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13a. If **B.1a** is "No", indicate whether the Plan will make any other revisions to the eligibility rules specified in **B.10 - B.12**:
[ ] Yes [ ] No

13b. If **B.1a** is "No" and **B.13a** is "Yes", describe any further modifications to the eligibility rules specified in **B.10 - B.12**:
_____.

Former Employees

15a. Permit Eligible Employees to participate in the Plan after Termination (Section 3.03; See item **C.10** to describe benefits available to former employees):

i. [ ] Yes - all Eligible Employees are eligible to participate in the Plan after Termination.

ii. [ ] Yes - selected Eligible Employees are eligible to participate in the Plan after Termination.

iii. [**X**] No.

15b. If **B.15a** is "Yes - selected Eligible Employees are eligible to participate in the Plan after Termination", describe the Employees: _____.
NOTE: The election in **B.15** does not have an effect on COBRA coverage.

C. BENEFITS

Eligible Expenses

1a. Coverage under the Plan for Covered Persons is available for the following Eligible Expenses (Section 4.01):

i. [ ] **All allowable medical expenses**. All medical expenses that are excludable from income under Code section 105(b).

ii. [**X**] **Listed medical expenses**. All medical expenses that are listed on an appendix to the Adoption Agreement and that are excludable from income under Code section 105(b).

iii. [ ] **Health plan deductibles**. Only health plan deductible amounts that are otherwise payable by the Participant under a Company-sponsored medical plan covering the Participant.

iv. [ ] **Health plan coinsurance**. Only health plan coinsurance amounts that are otherwise payable by the Participant under a Company-sponsored medical plan covering the Participant.

v. [ ] **Health plan deductibles and coinsurance**. Only health plan deductibles and coinsurance amounts that are otherwise payable by the Participant under a Company-sponsored medical plan covering the Participant.

vi. [ ] **Schedule of expenses**. A schedule of allowable medical expenses under a Company-sponsored medical plan(s) (current or former) as provided in an appendix to the Adoption Agreement.

NOTE: If **C.1a.vi.** is selected, the terms listed in the schedule of expenses shall be defined as provided in the relevant Company-sponsored medical plan.

1b. Are there any other modifications to the definition of Eligible Expenses:
[ ] Yes [**X**] No

1c. If **C.1b** is "Yes", describe modifications to the definition of Eligible Expenses: _____.
NOTE: The modifications listed in **C.1c** may not be inconsistent with expenses that are excludable from income under Code section 105(b).

Covered Person

2a. The definition of Covered Person under the Plan shall include the following persons:

i. [ ] **Participant, spouse and dependents**. The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.

ii. [**X**] **Persons covered under Company medical plan**. The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under the Company-sponsored benefit plan specified in **C.2b**.

iii. [ ] **Participants Only**. No spousal or dependent coverage.

iv. [ ] **Other**. The persons described in **C.2c**.

NOTE: The Plan Administrator may extend coverage for children until the end of the calendar year in which a child turns age 26.

2b. If **C.2a** is "Persons covered under Company medical plan", indicate the name of the Company-sponsored benefit plan:
Anthem Blue Cross Blue Shield of Maine PPO 2500 Plan.
NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

2c. If **C.2a** is "Other", indicate the definition of Covered Person: _____.

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NOTE: The definition in **C.2c** may not include anyone other than the Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday. If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

Health Reimbursement Account - Maximum Benefit

3a. If **C.1a.vi** is selected are the maximum annual amounts specified in the schedule of benefits?
[ ] Yes [ ] No
NOTE: If the maximum annual amount credited to a Participant's Health Reimbursement Account depends on the Company-sponsored benefit plan the Participant is enrolled in or the particular type of Eligible Expense, **C.1a.vi** (schedule of expenses) should be selected and **C.3a** should be "Yes" (the maximum annual amounts entered in the schedule of benefits apply to this Plan).

3b. Enter the maximum annual amount that will be credited to a Participant's Health Reimbursement Account in any Plan Year for the applicable coverage category (Section 4.01):
i. One Covered Person (Participant only): **$4,500**
ii. Two Covered Persons (Participant plus one other Covered Person): **$9,000**
iii. More than two Covered Persons (Family coverage): **$9,000**
NOTE: If the Plan only provides for a single coverage level for all Participants, enter that coverage level in **C.3b.i.**-**C.3b.iii.**

Details: Deductible Plan will cover deductible and co-insurance expenses. In addition, HRA will fund $500 per participant for valid medical expenses via debit card for period January 1, 2018 - June 30, 2018. On July 1, 2018 an additional $1,000 will be added to participant account for use through June 30, 2019. Unused funds via debit card may roll over.

NOTE: The maximum annual amount is determined after any deductibles and coinsurance are calculated. For example, if the HRA pays the last $750 of a $1,000 plan deductible (after the Participant pays $250), **C.3b.i** should be "$750".

3c. **FSA Failsafe**. Limit the maximum annual benefit to 5 times the value of coverage and exclude long term care services:
[ ] Yes [**X**] No
NOTE: If **C.3c** is "Yes", the Plan is intended to be a flexible spending arrangement under Code section 106(c). Qualified long term care services as defined in Code section 7702B(c) are not an Eligible Expense under the plan and the maximum amount of reimbursement available must be less than 5 times the value of such coverage.

Health Reimbursement Account - Deductible

4. Enter the annual Health Reimbursement Account deductible in any Plan Year for the applicable coverage category:
a. One Covered Person (Participant only): $**2,500**
b. Two Covered Persons (Participant plus one other Covered Person): $**5,000**
c. More than two Covered Persons (Family coverage): $**5,000**
NOTE: If the Plan only provides for a single deductible for all Participants, enter that coverage level in **C.4a.**- **C.4c.**
NOTE: If the Participants are also covered by a Company-sponsored medical plan, enter the deductible that applies to this plan (the Health Reimbursement Plan), ***not*** the deductibles of the Company-sponsored plan. Any expenses covered by a Company-sponsored plan are not an Eligible Expense under this Plan (Section 4.01(c)).
NOTE: If **C.1a.vi** (schedule of benefits) is selected, enter 0 (zero) if no annual deductible applies before the schedule of benefits is implemented.
NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care to the extent required under Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available under a Participant's Health Reimbursement Account).

Health Reimbursement Account - Coinsurance

5. If **C.1a.vi** is not selected, once the HRA deductible is met (if any), indicate the level of coverage provided under the HRA until the annual amount under **C.3** is met: _____ (for example, "50% of coinsurance/copayment amounts" or "100% of Eligible Expenses").
NOTE: If **C.5** is left blank, once the HRA deductible is met (if any), the Plan will provide coverage for 100% of Eligible Expenses until the annual amount under **C.3** is met, unless otherwise provided in the Adoption Agreement.

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NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care to the extent required under Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available under a Participant's Health Reimbursement Account).

Health Reimbursement Account - Procedures

6a. The amounts in **C.3** shall be credited to the Participant's Health Reimbursement Account at the following times:

- **i.** [**X**] **Beginning of Plan Year**. The entire amount shall be credited at the beginning of the Plan Year.
- **ii.** [ ] **Semi annually**. One half of the amount shall be credited at the beginning of the Plan Year and on the first day of the seventh month of the Plan Year.
- **iii.** [ ] **Quarterly**. One fourth of the amount shall be credited at the beginning of each plan quarter.
- **iv.** [ ] **Monthly**. One twelfth of the amount shall be credited at the beginning of each calendar month during the Plan Year.
- **v.** [ ] **Per payroll period**. Amounts are credited each payroll period in an amount equal to the entire amount divided by the number of payroll periods.
- **vi.** [ ] **Claims dependent**. Accounts are credited and reimbursements are made as claims are made.

6b. If **C.6a.vi** is not selected and a Participant enters the Plan at a time other than the beginning of a period described in **C.6a**, the amounts credited to the Participant's Health Reimbursement Account for such period shall be reduced to reflect the time of actual participation in the applicable period:
[ ] Yes [**X**] No

6c. If **C.6a.vi** is not selected and if a change to the number of Covered Persons under **C.2** affects the amount(s) credited to the Health Reimbursement Account at times other than that selected in **C.6a**, contributions to the Participant's Health Reimbursement Account will be prorated to accommodate the change:
[ ] Yes [**X**] No - only future contributions affected
NOTE: If you select "Yes", this may result in a forfeiture from a Participant's Account, or, if amounts have been credited from a Participant's Account in excess of prorated amounts, future contributions may be discontinued until the correct contribution amount is attained.

7a. The Plan allows a carryover of the balance in a Participant's Health Reimbursement Account to the next Plan Year:

- **i.** [ ] Yes.
- **ii.** [ ] Yes - but limited to the dollar amount specified in **C.7b**.
- **iii.** [ ] Yes - but limited to the multiple specified in **C.7b** of the maximum annual benefit specified in **C.3**.
- **iv.** [**X**] No.

7b. If **C.7a** is "Yes with limitations", enter the maximum dollar amount (or multiple of the maximum annual amount specified in **C.3**) that may be carried over to the next Plan Year: _____.
NOTE: Enter a percentage if **C.7a.iii** is selected and the multiple is less than 1.

Coordination with Other Plans

8. Describe method to coordinate coverage in the Plan with a Health Care Reimbursement Account ("HCRA") in a Company-sponsored cafeteria plan for expenses that are reimbursable under both this Plan and the cafeteria plan (Section 6.01(e)):

- **i.** [**X**] **None**. Plan is not used in conjunction with a Company-sponsored HCRA.
- **ii.** [ ] **HRA first**. A Participant shall not be entitled to payment/reimbursement under the HCRA until the Participant has received his or her maximum reimbursement under the Plan.
- **iii.** [ ] **Cafeteria plan first**. A Participant shall not be entitled to payment/reimbursement under this Plan until the Participant has received his or her maximum reimbursement under the HCRA.

9a. Describe method to coordinate coverage in the Plan with Health Savings Accounts (Section 6.01(j)):

- **i.** [**X**] **None**. Coverage in the Plan is not limited or the Plan is not used in conjunction with a Health Savings Account.
- **ii.** [ ] **Permitted Coverage**. Coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1), Rev. Rul. 2004-45 and Notice 2008-59).
- **iii.** [ ] **Post Deductible Coverage**. The Plan will not pay or reimburse any medical expense incurred before the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied pursuant to Notice 2008-59.
- **iv.** [ ] **Both Permitted and Post Deductible Coverage**. Until the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied, coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45). The Plan will pay or reimburse all medical expenses otherwise allowed by the Plan incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.

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v. [ ] **Suspended HRA**. A Participant may elect to forego coverage in the Plan except for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and permitted by Rev. Rul. 2004-45).

9b. If **C.9a** is not "None", the limitations shall apply to:
- **i.** [ ] All Participants.
- **ii.** [ ] Only Participants who are also eligible to participate in the high deductible health plan.
- **iii.** [ ] Only Participants who are also enrolled in the high deductible health plan.

NOTE: If **C.9a** is "None" or **C.9b** is not "All Participants", eligibility for a Health Savings Account may be limited.

Former Employees

10a. If **B.15a** is "Yes" (Eligible Employees may participate in the Plan after Termination), select what benefits the Employees described in **B.15** are eligible for after Termination:
- **i.** [ ] Plan Year spend-down. Former employees may spend down the amount remaining in their Account through the end of the Plan Year or 90 days after Termination, whichever is later.
- **ii.** [ ] Other. As specified in **C.10b.**

NOTE: If **C.10a.i** is selected, no new benefits will apply to Terminated participants. If you want to provide new benefits for Terminated Participants or other spend-down periods, select **C.10a.ii** and indicate what benefits Terminated Participants will receive and any restrictions on Eligible Expenses in **C.10b**.

10b. If **C.10a.ii** is selected, describe any unique Plan features that apply to the Employees described in **B.15**: _____.
NOTE: The elections in **C.10** will apply irrespective of whether employees are eligible for or elect COBRA coverage.
NOTE: Unless otherwise specified in **C.10b**, Eligible Expenses, benefits and other Plan provisions will apply in the same manner to former employees as other Plan Participants.

D. PLAN OPERATIONS

Claims

1. Claims for reimbursement for an active Participant must be filed with the Plan Administrator (Section 6.01):
- **i.** [X] within 90 days following the last day of each Plan Year.
- **ii.** [ ] by _____.

2a. The Plan provides for an earlier deadline for claims submission for Terminated Participants:
[X] Yes [ ] No

2b. If **D.2a** is Yes, claims for reimbursement for a Terminated Participant must be filed with the Plan Administrator (Section 6.01):
- **i.** [X] within 90 days following Termination of employment.
- **ii.** [ ] by _____.

3. Indicate whether the Company will provide debit, credit, and/or other stored-value cards (Section 6.01(i)):
[ ] Yes [X] No

Plan Administrator

4a. Designation of Plan Administrator (Section 7.01):
- **i.** [X] Plan Sponsor
- **ii.** [ ] Committee appointed by Plan Sponsor
- **iii.** [ ] Other

4b. If **D.4a.iii** is selected, Name of Plan Administrator: _____

5a. Type of indemnification for the Plan Administrator (Section 7.02):
- **i.** [ ] None - the Company will not indemnify the Plan Administrator.
- **ii.** [X] Standard as provided in Section 7.02.
- **iii.** [ ] Custom.

5b. If **D.5a.iii** (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.

State Law Rules

10a. If **A.5** is "No" (non-ERISA Plan), is the Plan subject to other state law rules?:
[ ] Yes [X] No

10b. If **A.5** is "No" (non-ERISA Plan) and **D.10a** is "Yes", enter any State law rules that apply to the Plan: _____.

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E. EFFECTIVE DATES

Use this Section to provide any effective dates for Plan provisions other than the Effective Date specified in **A.3**.

F. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #HRA and any related Appendix and Addendum to the Adoption Agreement.

Additional participating employers may be specified in an addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same.

The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2017.

TOWN OF SCARBOROUGH, ME:

Signature:_____

Print Name: _____

Title/Position:_____

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TOWN OF SCARBOROUGH, ME HRA DEDUCTIBLE PLAN

SUMMARY PLAN DESCRIPTION

January 1, 2018

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Benefit Strategies LLC

TOWN OF SCARBOROUGH, ME HRA DEDUCTIBLE PLAN

SUMMARY PLAN DESCRIPTION

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INTRODUCTION

Town of Scarborough, ME (the "Company") established the Town of Scarborough, ME HRA Deductible Plan (the "Plan") effective January 1, 2018.

Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are eligible to receive benefits from the Anthem Blue Cross Blue Shield of Maine PPO 2500 Plan.

You will stop being a participant eligible to receive benefits from the Plan on the date you are no longer an Eligible Employee or the date you terminate employment with the Company.

HEALTH REIMBURSEMENT BENEFITS

Health Reimbursement Account

When you become eligible to participate in the Plan, the Plan will establish a health reimbursement account in your name. You will be entitled to receive reimbursement from this account for Eligible Expenses incurred by you, your spouse and dependents - but only if such persons are covered under the Anthem Blue Cross Blue Shield of Maine PPO 2500 Plan (Covered Persons). A dependent is generally someone who you may claim as a dependent on your federal tax return and also includes a child up until their 26th birthday. You may receive reimbursement for Eligible Expenses incurred at a time when you are actively participating in the Plan. The amount of reimbursement for Eligible Expenses is limited to the remaining balance in your account.

Limits on Reimbursement

The annual limits on reimbursement are as follows:

One Covered Person (Participant only): $4,500
Two Covered Persons (Participant plus one other Covered Person): $9,000
More than two Covered Persons (Family coverage): $9,000

The entire amount of the limit specified above will be credited to your account at the beginning of the Plan Year.

Any amounts remaining in your account at the end of the Plan Year and any balance remaining in your account on the date you terminate employment with the Company will be forfeited after all claims are paid.

Deductible

The Plan Deductibles are as follows:

One Covered Person (Participant only): $2,500
Two Covered Persons (Participant plus one other Covered Person): $5,000
More than two Covered Persons (Family coverage): $5,000

Please note that the deductible above is for this plan (the Health Reimbursement Account) and NOT the deductible(s) for Company-sponsored health plan(s).

Eligible Expenses

The Deductible HRA will cover deductible and co-insurance expenses subject to the annual limits. In addition, the plan will also fund $500 per participant for valid medical expenses via debit card for period January 1, 2018 - June 30, 2018. On July 1, 2018 an additional $1,000 will be added to participant account for use through June 30, 2019. Unused funds via debit card may roll over to future plan years.

During the time you are eligible to participate in the Plan, the Plan will reimburse all medical expenses for Covered Persons that are listed on the Eligible Expenses Appendix. The Plan will not reimburse you for the cost of medicines or drugs unless such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a

prescription) or is insulin. You will not be reimbursed for any expenses that are (i) not incurred in the Plan Year, (ii) incurred before or after you are eligible to participate in the Plan, (iii) attributable to a tax deduction you take in a prior taxable year, or (iv) covered, paid or reimbursed from any other source.

Coordination with Other Plans

All claims for benefits that are covered by an insurance policy must be made to the insurance company issuing such insurance policy.

Limits on Certain Employees

If you are a highly paid employee or an owner of the Company, federal law may impose limits on your eligibility to participate in the Plan and/or the benefits you may receive from the Plan.

CLAIMS

Deadlines

You must submit claims for reimbursement within 90 days after the end of the Plan Year. However, if you terminate employment you must submit claims for reimbursement within 90 days after your date of termination.

Documentation of Claims

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

Method and Timing of Payment

To the extent that the Plan Administrator approves a claim, the Company may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of

payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

Where to Submit Claims

All claims must be submitted to Benefit Strategies LLC at PO Box 1300, Manchester, NH 03105. The telephone number is 603-647-4666 and the Fax number is 603-647-4668.

Refunds/Indemnification

You must immediately repay any excess payments/reimbursements. You must reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable under this Plan.

Beneficiary

If you die, your beneficiaries may submit claims for Eligible Expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose provided that such beneficiary is your spouse or one or more of your dependents. If no beneficiary is specified, the Plan Administrator may pay any amount due to your spouse or, if there is no spouse, to your dependents in equal shares.

Claim Procedures for Health Benefits

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days,

provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial, and (5): (A) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or (B) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Appeal of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he shall file an appeal with the Plan Administrator on or before the 180th day after he receives the Plan Administrator's notice that the claim has been wholly or partially denied. The appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. An appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator shall:

(1) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is

neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;

(2) Provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

(3) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

(4) Provide that the health care professional engaged for purposes of a consultation under Subsection (2) shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within 60 days after receipt by the Plan of the Claimant's request for review of an adverse benefit determination. The Claimant shall lose the right to appeal if the appeal is not timely made.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial with a discussion of the decision, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the external appeals process. The determination rendered by the Plan Administrator shall be binding upon all parties.

CONTINUATION RIGHTS

Military Service

If you serve in the United States Armed Forces and must miss work as a result of such service, you may be eligible to continue to receive benefits with respect to any qualified military service.

COBRA

Under Federal law, you, your spouse, and your dependents may be entitled to COBRA continuation coverage in certain circumstances. Please see the "COBRA NOTICE" that is attached to the end of this Summary Plan Description for important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The COBRA NOTICE generally explains COBRA continuation coverage and when it may become available to you. The Plan Administrator will inform you of these rights, if any, when you terminate employment.

FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving benefits.

YOUR RIGHTS

As a participant in this Plan, you are entitled to certain rights and protections. You have the right to:

Examine, without charge, at the Plan Administrator's office all documents governing the Plan, including insurance contracts.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage. (Certificates of creditable coverage are no longer required after December 31, 2014.)

In addition, the people who operate the Plan have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under the Plan.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done.

If you disagree with the Plan's decision or lack thereof concerning the status of a qualified medical child support order or national medical support notice, you may file suit in Federal and/or state court.

If you have any questions about the Plan, you should contact the Plan Administrator.

MISCELLANEOUS

Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO) and/or National Medical Support Notice.

You may obtain a copy of the medical child support procedures from the Plan Administrator, free of charge.

Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. If you or your dependents become ineligible for Medicaid or a state child health program (CHIP) or become eligible for premium assistance under Medicaid or a state child health program (CHIP), you must request enrollment within 60 days. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Women's Health and Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for: All stages of reconstruction of the breast on which the mastectomy was performed; Surgery and reconstruction of the other breast to produce a symmetrical appearance; Prostheses; and Treatment of physical complications of the mastectomy, including lymphedemas.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like more information on WHCRA benefits, call your Plan Administrator at the number provided at the end of this Summary Plan Description.

Newborns' And Mothers' Health Protection

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn

earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Loss of Benefit

You may lose all or part of your account if the unused balance is forfeited at the end of a Plan Year and if we cannot locate you when your benefit becomes payable to you.

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Taxation

The Company intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

Privacy

The Plan is required under federal law to take sufficient steps to protect any individually identifiable health information to the extent that such information must be kept confidential. The Plan Administrator will provide you with more information about the Plan's privacy practices.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Town of Scarborough, ME.

   Its address is 259 US Route One, Scarborough, ME 04074.

   Its telephone number is 207-730-4025.

   Its Employer Identification Number is 01-6000357.

2. The Plan is a welfare benefit plan which has been designated by the sponsor as its plan number is 502.

3. The Plan's designated agent for service of legal process is the chief officer of the entity named in number 1. Any legal papers should be delivered to him or her at the address listed in number 1. However, service may also be made upon the Plan Administrator.

4. The Company's fiscal year ends on June 30 and the plan year ends on 12/31.

COBRA NOTICE

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

Your hours of employment are reduced, or

Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

Your spouse dies;

Your spouse's hours of employment are reduced;

Your spouse's employment ends for any reason other than his or her gross misconduct;

Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or

You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

The parent-employee dies;

The parent-employee's hours of employment are reduced;

The parent-employee's employment ends for any reason other than his or her gross misconduct;

The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);

The parents become divorced or legally separated; or

The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Continuation Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

The end of employment or reduction of hours of employment; Death of the employee; The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to Maine Municipal Employees Health Trust at 60 Community Drive, Augusta, ME 04330. The telephone number is Phone: 1-800-852-8300.

How is COBRA Continuation Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep Your Plan Informed of Address Changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Maine Municipal Employees Health Trust
60 Community Drive, Augusta, ME 04330
Phone: 1-800-852-8300

V-3.00

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-124. Move approval on the appointment of David Bouffard, as the Assessor for the Town of Scarborough. *[Town Manager]*

Town Manager	*Ought to Pass*
Sponsor	Recommendation
12/20/17 Vote:	*N/A*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-125. Move approval to authorize the Town Manager to sign documents authorizing acceptance of $1,695.00 or any portion thereof, to be placed in the Asset Forfeiture Account. [This money is the Police Department's equitable share for its contribution to the investigation of criminal cases] *[Police Department]*.

Police Department	*Ought to Pass*
Sponsor	Recommendation
12/20/17 Vote:	*N/A*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

TO: Thomas J. Hall, Town Manager
Members of the Scarborough Town Council

FROM: Robert A. Moulton, Chief of Police

RE: Asset Forfeiture Money

DATE: December 15, 2017

Yesterday, I received the letter from the District Attorney's office. They have finally resolved a 2012 case and are now ready to turn over $1,695 that was seized during the case. In the past we have taken these before the council for approval to accept. I will forward the original documents via interoffice mail. As I also have done in the past, I am providing a very brief synopsis of the case, which I can put in memo form if you prefer.

During the month of October in 2012 our Task Force Officer assigned to DEA developed information involving Heroin and Crack Cocaine possibly being sold out of a room at the It's A Good Motel at One.

Continuing investigation yielded a confidential informant (CI) that Old Orchard Beach Police had cultivated that could be introduced to the suspected drug dealer at the It's a Good Motel. Near the end of October we partnered with OOB PD and DEA to use the CI to purchase crack cocaine from the suspected female drug dealer at the motel. After the successful monitored drug purchase surveillance was maintained while applying for a search warrant and more suspected drug deals were observed by this same female selling to individuals that would meet her on Enterprise Drive where she would walk back and forth from.

Officers from Scarborough Special Enforcement, along with a Patrol Officer and DEA agent, then intercepted the suspected female drug dealer after observing her make yet another sale to an unknown female. This vehicle was pulled over in the Irving gas station on Route One.

The search warrant was granted for the room in question at It's A Good Motel. Upon searching the room the following was found:

5.7 grams of heroin - $1,300.00 street value
12 grams of crack cocaine - $1,750.00 street value
$1,695.00 cash packaged as funds received from sale of crack and heroin
2 cellular phones

While most of these drugs were recovered at the time of sale and during the search of the motel room, a portion of them were recovered while Kelley was being stripped search at the jail.

I am happy to answer any questions or provide additional information as needed.

OFFICE OF THE DISTRICT ATTORNEY
CUMBERLAND COUNTY

Stephanie Anderson
District Attorney

142 Federal Street, Portland, Maine, 04101
101 Meadows Road, West Bath, Maine, 04530-9704

Portland
(207) 871-8384

Bath
(207) 443-5104

December 8, 2017

Chief Robert Moulton
Scarborough Police Department
246 US Route 1
Scarborough, ME 04074

RE: State v. Star-Asia Kelley, CR-12-7404
City of Scarborough Approval

Dear Chief:

Enclosed please find a City of Scarborough Approval form for the forfeiture of the money seized in this case. As you can see, the City/Town Council, or a representative thereof, needs to sign this form and return it to me so that I can provide you with a court order that will transfer the money that was seized to the City/Town. Please let me know if you have any questions for me.

Thank you.

Sincerely,

DEPARTMENT OF THE ATTORNEY GENERAL
State of Maine
By: Lea-Anne Sutton
Lea-Anne Sutton
Assistant Attorney General
#8886

STATE OF MAINE **Cumberland, SS**	**UNIFIED CRIMINAL DOCKET** **Criminal Action** **Docket No. CR-12-7404**
State of Maine	}
	}
	} **City/Town Of Scarborough**
v.	} **Approval Of Transfer**
	} **15 M.R.S.A. §5824(3)**
Star-Asia Kelley, **Defendant**	} **and §5826(6)**
	}
	}

AND
$1,695.00 US CURRENCY
DEFENDANT IN REM #1

NOW COMES the City/Town of Scarborough, Maine, by and through its legislative body, the City/Town Council, and does hereby grant approval pursuant to Section 5824(3) and Section 5826(6) of Title 15 of the Maine Revised Statutes Annotated, to the transfer of the above captioned Defendant(s) *In Rem*, **namely $1,695.00 US Currency**, on grounds that the City/Town of Scarborough Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the City/Town of Scarborough Town/City Council does hereby approve of the transfer of the Defendant(s) *In Rem* to the City/Town of Scarborough, Maine pursuant to 15 M.R.S.A. §5824(3) and §5826(6).

Dated: _____

_____
Chairperson/Mayor/Selectman/Clerk

(Impress Legislative Body Seal Here)

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-126. Move approval on the request to establish the Multi-Modal Reserve Account pursuant to the provisions of Title 30-A, Sections 5801 and 5802 of the Maine Revised Statutes, as amended and supplemented to date. *[Town Manager]*

Town Manager	*Ought to Pass*
Sponsor	Recommendation
12/20/17 Vote:	*N/A*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

TOWN OF SCARBOROUGH
MULTI-MODAL
RESERVE ACCOUNT

BE IT ORDERED, That under and pursuant to the provisions of Title 30-A, Sections 5801 and 5802 of the Maine Revised Statutes, as amended and supplemented to date, the Multi-Modal Reserve Account is hereby established as a town reserve fund for the financing of transit and pedestrian development in the Town of Scarborough; and,

BE IT FURTHER ORDERED, That the funds from decisions made by the Planning Board relating to transit and pedestrian development is hereby appropriated to the Multi-Modal Reserve Account.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – DECEMBER 20, 2017
REGULAR MEETING – 6:00 P.M.

Order No. 17-127. Move approval on the request for the Council Chair appointments for Council Standing Committee and Committee Liaisons. *[Council Chair]*

Council Chair	*Ought to Pass*
Sponsor	Recommendation
12/20/17 Vote:	*N/A*
First Reading/Vote/Public Hearing	Second Reading/Final Approval/Vote

COUNCIL CHAIR RECOMMENDATIONS

STANDING COMMITTEES:

Finance Committee
Councilor Hayes - Chair
Councilor Babine
Councilor Caiazzo

Ordinance Committee
Councilor Caterina - Chair
Councilor Rowan
Chairman Donovan

Rules & Policies Committee
Councilor Caiazzo - Chair
Councilor Foley
Councilor Rowan

Communication Committee
Councilor Catarina - Chair
Councilor Foley
Councilor Babine

Appointments and Negotiations Committee
Councilor Babine - Chair
Councilor Caiazzo
Chairman Donovan

Fair Hearing Committee
Councilor Rowan - Chair
Councilor Foley
Councilor Hayes

COUNCIL LIAISON APPOINTMENTS:

ADA Advisory Committee: Councilor Foley
Cable Television Committee: Councilor Babine
Chamber of Commerce: Councilor Caterina
Coastal Waters and Harbor Advisory Committee: Councilor Hayes
Community Services and Recreation Advisory Board: Chairman Donovan
Conservation Commission: Councilor Foley
Eastern Trail Alliance: Councilor Foley
Energy Committee: Councilor Caiazzo
Firing Range Committee: Councilor Caterina
Historic Preservation Implementation Committee: Councilor Rowan
Housing Alliance: Councilor Rowan
Library Trustees: Councilor Babine

Long Range Planning Committee: Councilor Caiazzo/Councilor Caterina
Pest Management Advisory Committee: Chairman Donovan
Planning Board: Chairman Donovan
SEDCO: Councilor Caterina
School Board: Chairman Donovan
Scarborough Housing Alliance: Councilor Rowan
Seniors Program Advisory Board: Councilor Caterina
Shellfish Committee: Councilor Hayes
Transportation Committee: Councilor Caiazzo

OUTSIDE COMMITTEES/BOARDS:

ecomaine Board of Directors: Chairman Donovan
Mike Shaw

GPCOG, GA/PACTS: Councilor Caterina
[3 Members]

MMA Legislative Policy Committee: Councilor Caterina
Larissa Crockett - Alternate