

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – OCTOBER 3, 2018
TOWN COUNCIL WORKSHOP RE: DOWNTOWN TIF/ DOWNS CEA – 6:00 P.M.
REGULAR MEETING – 7:00 P.M.

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

- Item 1.** Call to Order.
- Item 2.** Pledge of Allegiance.
- Item 3.** Roll Call.
- Item 4.** General Public Comments.*
- Item 5.** Minutes: September 19, 2018 - Regular Town Council 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. 18-066, 7:00 p.m. Public hearing and action on the renewal requests for Junkyard Permits, pursuant to Title 30-A – M.R.S.A. Chapter 183: Goldstein Steel Company Inc., located at 36 Running Hill Road; A. Gagnon or E. Perry Iron & Metal, located at Rigby Road; and Speedway Auto, located at 343 Payne Road. *[Town Clerk]*

OLD BUSINESS:

Order No. 18-029. Second reading on the proposed fifth amendment to Contract Zone I – Frank R. Goodwin, E & F Limited Liability Company and Raymond C. Field [Land Rover Dealership], located at 371 US Route One. *[Contract Zone Applicant]*

NEW BUSINESS:

Order No. 18-067. First reading and refer to the Planning Board the proposed amendments to Chapter 405, Zoning Ordinance, Section XII. Sign Regulations, subsection J. Temporary Signs. *[Ordinance Committee]*

Order No. 18-068. First reading and schedule a public hearing on the proposed amendments to Chapter 1401, Coastal Waters and Harbor Ordinance, Article V- Regulations Concerning Anchoring, Mooring and Security of Vessels, Section 1a. Placement of Private Moorings. *[Ordinance Committee]*

Order No. 18-069. First reading and schedule a public hearing and second reading on the proposed amendments to Chapter 1301, the General assistance Ordinance, pursuant to Title 22, M.R.S.A §4305 (4). *[General Assistance]*

Order No. 18-070. Act on the request to schedule a public hearing for Wednesday, October 24, 2018 at 6:00 p.m. regarding the establishment of a Downtown Tax Increment Financing District, including the authorization of a Credit Enhancement Agreement for The Downs, Crossroads Holdings, LLC. *[Town Manager]*

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 – OCTOBER 3, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-066. Move approval of the renewal requests for Junkyard Permits, pursuant to Title 30-A – M.R.S.A. Chapter 183: Goldstein Steel Company Inc., located at 36 Running Hill Road; A. Gagnon or E. Perry Iron & Metal, located at Rigby Road; and Speedway Auto, located at 343 Payne Road. *[Town Clerk]*

Town Clerk

Ought to Pass

Sponsor

Recommendation

10/03/2018 - Vote:

First Reading and/or Action/Vote

10/03/2018

Public Hearing

N/A

Second Reading/Final Approval/Vote

Town of Scarborough, Maine

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

TO: Members of the Town Council

FROM: Yolande P. Justice, Town Clerk

DATE: September 28, 2018

**RE: Renewal Requests for Automobile Graveyard and/or
Junkyard Permit**

The following applicants are up for renewal for an Automobile Graveyard and/or Junkyard Permit:

Business

Address

A. Gagnon or E. Perry Iron & Metal
Goldstein Steel Company Inc.
Speedway Auto

Rigby Road
36 Running Hill Road
343 Payne Road

Applications are filed in the Town Clerk's Office and it is recommended that these applications be renewed upon final inspection by the Codes Office.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – OCTOBER 3, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-029. Move approval of the second reading on the proposed fifth amendment to Contract Zone I – Frank R. Goodwin, E & F Limited Liability Company and Raymond C. Field [Land Rover Dealership], located at 371 US Route One.
[Contract Zone Applicant]

Contract Zone Applicant

Ought to Pass

Sponsor

Recommendation

04/18/2018 - Vote: 6 Yeas. [Councilor Hayes absent.]

First Reading and/or Action/Vote

09/19/2018

Public Hearing

10/03/2018

Second Reading/Final Approval/Vote

11 April 2018

Scarborough Town Council
c/o Thomas Hall, Town Manager
P.O. Box 360
Scarborough, ME 04070

RE: Contract Zoning Agreement amendment application

Dear Mr. Hall and Scarborough Town Councilors:

This letter and its attachments constitute a request for a fifth contract zone amendment to the Contract Zoning Agreement between E&F Limited Liability Company ("E&F") and the Town of Scarborough, dated 15 July 1996. This application requests approval of the addition of new land to the property occupied by Land Rover Jaguar of Scarborough, with the newly added land to be used for vehicle parking. This cover letter addresses the need for the request and why granting it is consistent with the zoning ordinance and Comprehensive Plan of the Town of Scarborough. The subject parcel is Parcel 4709 on Scarborough Tax Map U039. The owner of the subject property is Commercial Place, LLC, P.O. Box 6610, Scarborough, Maine 04070. The subject property is an undeveloped parcel in a commercial subdivision, in the third of four proposed phases of the subdivision, which third phase has yet to see any of its lots developed.

Land Rover Scarborough ("LRS") opened in 1997 on a parcel of five acres owned by E&F, after obtaining a contract zone agreement to build a 5,495 square foot automobile dealership. In 2000 E&F obtained a first amendment to the contract zone after purchasing an abutting parcel of 17,070 square feet, in order to build a 3,826 square foot addition to the dealership, bringing the building footprint to a total of 9,321 square feet. In 2004 E&F obtained a second amendment to the contract zone for the purpose of building a 4,409 square foot addition required to accommodate the addition of a Jaguar franchise in the same building, bringing it to a total of 13,370 square feet. In 2016 LRS received notice from Jaguar Land Rover corporate that its facility would be required to undergo a major renovation in order to comply with a new Facility Image Program that it had established for its retail locations. Later that year, E&F obtained a third amendment to the contract zone to accommodate the changes to the building footprint necessitated by the requirements of the Jaguar Land Rover Facility Image Program. This amendment included a proposed increase of 1,000 feet in the building's square footage, bringing it to 14,730 square feet. This change was never actually implemented. Upon further review of the building design necessitating the third amendment, ownership determined that the approved design would pose operational problems within the dealership once the proposed renovation was complete. The building design for the renovation was therefore modified to alleviate those operational concerns. This design changed the footprint increase from 1,000 square feet to 2,270 square feet, increasing the build's total

square footage to 16,500 square feet. This required a request for a fourth amendment to the contract zone, which was approved in 2017.

Jaguar Land Rover's Facility Image Program comes with a host of mandatory design elements for the building and the exterior of the facility. The Planning Guide used by Jaguar Land Rover to set the requirements for the needed component spaces within the dealership and their size also includes parking requirements, labelled "Vehicle Display" on the document attached as "Exhibit A" to this application. The Planning Guide requires 136 parking spaces. The site design currently approved by the Town of Scarborough for the renovated facility includes 93 parking spaces, 43 spaces short of the minimum required by Jaguar Land Rover.

Beyond Jaguar Land Rover's requirements for parking, the site plan for the renovated facility contains insufficient parking from an operational perspective, causing business and safety issues for the dealership. The dealership's sales volume has increased substantially in recent years, as Jaguar Land Rover introduced new product lines and pushed retailers to increase sales volume.

Year	Jaguar	Land Rover	Total New	Used	Total Sales
2017	54	116	170	135	305
2016	31	121	152	140	292
2015	11	123	134	113	247
2014	14	86	100	89	189
2013	18	88	106	86	192

As a result of the increased sales volume, the dealership carries a much larger inventory than it did in years past. In 2013 the dealership carried an average inventory of approximately 30-40 new cars and 15-20 used cars. In 2017 the dealership carried an average inventory of approximately 90-100 new cars and 25-35 used cars. This has put a tremendous strain on the available parking at the dealership, and has in fact required vehicles to be stored off-site, as there simply is insufficient room to fit any more vehicles at the dealership. This negatively affects the business in several ways. The dealership is unable to have its entire inventory available on-site to show to customers. The moving of vehicles back and forth from off-site storage takes time and energy (translating to increased expenses) and increases the likelihood of accidents. The crowded conditions at the dealership also increase the risks to employees and customers, as well as increasing the risk of vehicle damage.

The 17,070 square foot parcel acquired by E&F in 2000 is not currently used for parking. The attached concept plan prepared by Sebago Technics shows that 53 parking spaces could be added by using only that parcel ("Exhibit B"). Establishing access to that parcel from the existing lot would eliminate four parking spaces from the existing lot, for a total of 142 parking spaces. Based on the dealership's actual inventory numbers for 2017, that parking would be barely sufficient to hold the new and used car inventory, without allowing any parking at all for sales and service customers, vehicles in for service, and employee parking.

In order to accommodate all existing dealership operations on-site in an operationally efficient and safe manner, and to allow for the possibility of additional future growth of the business, the dealership needs far more parking spaces. The attached concept plan prepared by Sebago Technics shows a total of 173 parking spaces, incorporating the unused E&F parcel and the parcel proposed to be purchased by E&F from abutting owner Commercial Place, LLC ("Exhibit C"). Also attached is a purchase and sale agreement between 371 US Route 1, LLC, a business entity created specifically to own the parcel covered by this amendment request, and Commercial Place, LLC ("Exhibit D").

In summary, the proposed contract zone amendment will benefit the Town by providing a local business with the resources it needs in order to continue as a thriving employer and tax-payer in the community. Additionally, the amendment will allow the dealership to dispense with usage of off-site parking, which adversely affects the business and increases the risk of accidents involving both employees and customers. The additional parking will have virtually no visibility from automotive traffic on Route One and therefore will not adversely impact the appearance of the subject property or other properties in the vicinity.

Sincerely

/s/

E&F Limited Liability Company
Christopher E. Goodwin, Manager

Attachments:

Exhibit A – Jaguar Land Rover Planning Guide for Jaguar Land Rover of Scarborough ARCH expansion

Exhibit B – Concept Plan showing potential parking on undeveloped land owned by E&F

Exhibit C – Concept Plan showing potential parking on undeveloped land owned by E&F and subject parcel of this application for a contract zone amendment

Exhibit D – Purchase and Sale Agreement between 371 US Route 1, LLC and Commercial Place, LLC

Exhibit E – map showing existing and proposed zoning district lines

Exhibit F – proposed Fifth Amendment to Contract Zoning Agreement

Exhibit 'I'

CENTRE NAME: JLR Scarborough ARCH expansion		DATE: 10/15/2015	
CITY, STATE: Scarborough	ME		
REGION: Northern Region			
FD MANAGER: GD.2015BPJ156L94	PV (Year Used): 2020		

MULTI-BRAND JAGUAR LAND ROVER DEALERSHIP GUIDE			
	Combined	Jaguar	Land Rover
Annual Planning Volume (PV) New Vehicle	250	150	100
Annual Certified Pre-Owned (CPO) Volume	125	75	50
Total Monthly (NEW + CPO)	31	19	13
Units In Operation (UIO) Guide	250	801-1200	401-800
UIO PV Actual	150	401-800	1-400
UIO PV (Larger of Guide or Actual)	250	150	100

Showroom And Sales			
	Units	Sq. Ft.	
Showroom	Showroom Display	8	3,200
	Hub - Including Lobby / Reception Area	1	1,200
	Children's play area	1	75
	Customer Work Stations	2	60
	New Car Delivery	1	400
Sales Department	Sales Managers	1	120
	Centre Manager	1	150
	Certified Pre-Owned Sales Manager	0	0
	Sales Consultants / F&I Personnel	4	400
Total Sales Area		5,605	

Administration			
	Units	Sq. Ft.	
Retailer Principal Office (Optional)	General Office	1	145
	Business Manager's Office	1	100
	Conference & Training	1	175
	Cashier	1	65
	Public Restrooms	1	150
	Janitor Room	1	40
	Storage Area	1	50
	Computer / Phone	1	50
	Electrical Room	1	50
	Circulation (20%)	1	165
	Total Administration Area		990

Service Department			
	Units	Sq. Ft.	Recommended Units & Sq. Ft. By Brand
A) SERVICE SHOP	Service Technicians	4	2
	Flat Bays	4	1,920
	Lift Bays	4	1,920
	Total Productive Work Bays (Flat+Lift)	8	3,840
	Wash Bays	2	960
	Alignment Bays	1	480
Total Service Shop Bays	11	5,280	
B) SERV. CUSTOMER CONTACT	Vehicle Reception	4	1,720
	Service Writers (Advisors) / Area	2	200
	Service Manager / Area	1	120
	Dispatcher / Area	0	0
	Foreman / Area	1	60
C) SERVICE SUPPORT AREA	Tool Room	1	200
	Oil & Compressor	1	240
	Locker / Restroom	1	160
	Lunch Room	1	120
	Circulation (15%)	1	1,215
Total Service Area (A+B+C)		9,315	

Parts Department			
	Units	Sq. Ft.	
Storage	Wholesale Pick-Up	1	55
	Tech Parts	1	125
	Tech Parts Pick-Up	1	60
	Shipping & Receiving	1	150
	Secured Storage	1	120
	Parts Manager's Office	1	100
	Warranty Office	1	100
	Tech. Library	1	25
	Total Parts		2,855

Vehicle Display			
	Units	Sq. Ft.	
Parking @ 250 Sq. Ft. Per Unit	New Car Parking	42	10,500
	CPO Parking	20	5,000
	Demo Units Parking	6	1,500
	Service Parking	32	8,000
	Service Loaner Parking	4	1,000
	Customer Parking	5	1,250
	Employee Parking	27	6,750
Total Parking Spaces / Area	136	34,000	

Exterior Requirements			
	Units	Sq. Ft.	
Jaguar	Jaguar Performance Display	1	315
Land Rover	Land Rover Test Track	1	2,340
	Land Rover Rock Articulation	1	315
	Trash Enclosure	1	110
Landscape & Circulation (25%)	1	9,270	
Total Exterior Requirements		12,350	

Summary			
	Units	Sq. Ft.	
Total Sales Area		5,605	
Total Administration Area		990	
Total Service Area (A+B+C)		9,315	
Total Parts		2,855	
TOTAL BUILDING		18,565	0.43 Acres
Total Parking Area		34,000	
Total Exterior Requirements		12,350	
TOTAL PARKING & EXTERIOR		46,350	1.06 Acres
TOTAL SQ. FT. (BUILDING, PARKING & EXT.)		64,915	1.49 TOTAL ACRES

NOTE: This Facility Capacity Guide has been developed to assist the retailer in developing a facility based on business assumptions for future sales based on planning volume. Jaguar Land Rover North America, LLC makes no guarantee or assurances concerning the actual allocation to the retailer or planning volumes as production and sales volumes may go up or down based on changes to market conditions and other factors. The planning volume should be used in conjunction with the facility capacity guide for directional purposes in planning your facility.



-DRAFT-

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT ("Agreement") made and entered into this ____ day of April, 2018 (the "Effective Date"), by and between COMMERCIAL PLACE, LLC, a Maine limited liability company having a mailing address of P.O. Box 6610, Scarborough, ME 04070 ("Seller"), and 371 US ROUTE 1, LLC, a Maine limited liability company having a mailing address of P.O. Box 160, Brunswick, ME 04011 ("Buyer").

WITNESSETH

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, certain real estate consisting of Lot 9 within Enterprise Business Park located in Scarborough, Maine consisting of ____ acres, more or less, as such lot is depicted on a subdivision plan entitled "Enterprise Business Park, U.S. Route One, Scarborough, Maine, Fifth Amended 100 Scale Subdivision Plan" prepared by Deluca Hoffman Associates, Inc. and dated June 2003, last revised March 15, 2013, and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Pages 116 and 117.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay the sum of Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00) (the "Purchase Price") for the Property, subject to adjustment as provided herein, which amount is payable as follows:

(a) Deposit. [The sum of Ten Thousand Dollars (\$10,000.00)] shall be paid as a deposit within three (3) business days of the execution hereof (together with any additions thereto, the "Deposit"), which Deposit shall be held by Drummond Woodsum (the "Escrow Agent") in a non-interest-bearing account and shall be applied to the Purchase Price at Closing, as the same is defined herein and otherwise held and disposed of in accordance with the terms of this Agreement.

(b) Cash at Closing. The balance of the Purchase Price, as adjusted for closing costs and prorations referenced herein and in accordance with Paragraph 10 hereof, shall be paid to Seller at Closing in immediately available funds by client trust account check or by wire transfer in accordance with wiring instructions provided by Seller.

3. ZONING CONTINGENCY. Buyer intends to use the Property for expanding the operation of the motor vehicle dealership that is located on adjacent property owned by E&F, LLC, a Buyer-related entity (the "Proposed Use"). The parties acknowledge that the Proposed Use is not currently allowed as a matter of right within the B3-General Business Zone under the Zoning Ordinances of the Town of Scarborough (the "Town"). The parties further acknowledge that the Proposed Use will require an amendment of the Contract Zone Agreement between the Town of Scarborough and Frank R. Goodwin, E&F LLC and Raymond C. Field (the "Amendment"), which establishes "Contract Zone 1" and which currently applies to property owned by E&F, LLC, to encompass the Property. Buyer agrees to submit an application to the Town to obtain the Amendment within Fifteen (15) business days of the Effective Date hereof

and to pursue the Amendment diligently. Seller agrees to reasonably cooperate with Buyer, at no cost, expense or risk to Seller, in securing such Amendment.

The Buyer's obligations hereunder are contingent upon its receipt of the Amendment within Sixty (60) days of the Effective Date (the "Zoning Amendment Period"). If Buyer fails to exercise the contingency above-described by notice to Seller on or before the last day of the Zoning Amendment Period of its election to terminate this Agreement because of its inability to secure the Amendment within the Zoning Amendment Period, such contingency shall be waived by Buyer. If Buyer is unable to secure an Amendment on terms reasonably satisfactory to Buyer, Buyer may terminate this Agreement by written notice delivered within the Zoning Amendment Period, this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder.

4. TITLE. Seller shall convey the Property to Buyer at the Closing in fee simple with good and marketable or insurable title, free and clear of liens and mortgages but subject to the following, which shall not be considered title defects: (i) zoning regulations and other lawful regulations and laws affecting the Property; (ii) all utility easements that serve and/or benefit the Property; and (iii) all other title matters and encumbrances that do not materially adversely affect the Proposed Use of the Property. Buyer shall have fifteen (15) days from the date of this Agreement (the "Title Review Period"), within which to give Seller written notice of (i) any alleged title defects in the Property; and (ii) any easements, conditions, encumbrances and restrictions that are unacceptable to Buyer because they have a material adverse effect on the Proposed Use of the Property (items (i) and (ii) being collectively referred to herein as "Unacceptable Encumbrances"). All mortgages and liens are deemed Unacceptable Encumbrances, for which Seller must obtain a release, or an agreement to release that is reasonably satisfactory to Buyer, by Closing. In the event that Buyer determines upon examining title to the Property that Seller would be unable to convey title as aforesaid, Buyer shall notify Seller in writing of the Unacceptable Encumbrances, and Seller shall be given a reasonable period of time after such notice or notices from Buyer, not to exceed thirty (30) days, in which to remedy the Unacceptable Encumbrances. In the event that the Unacceptable Encumbrances are not eliminated or cured or affirmative coverage cannot be reasonably obtained within said time period, then Buyer may, at Buyer's option, elect to either (i) terminate this Agreement and receive a refund of the Deposit, or (ii) close the transaction notwithstanding such Unacceptable Encumbrances as may exist at its own risk. If Buyer does not notify Seller of any Unacceptable Encumbrances within the Title Review Period, such contingency shall be waived and title to the Property shall be deemed acceptable to Buyer.

5. CLOSING. The closing of the transaction contemplated hereby (the "Closing") shall take place at the offices of Drummond Woodsum & MacMahon within Thirty (30) days of the expiration of the Zoning Amendment Period, or, if the Buyer and the Seller shall mutually agree in advance and in writing, at another time and place, time being of the essence. At the Closing, Seller shall execute and deliver to Buyer, against payment of the Purchase Price, a Quit Claim Deed with Covenant to the Property in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§761 et seq., (the "Deed"). Seller further agrees to execute and deliver the following documents to Buyer at the Closing: (i) evidence of Seller's legal existence and authority; (ii) evidence of good standing from the Maine Secretary of State; (iii) a Certificate of Non-Foreign

Status (as required by Internal Revenue Service regulations); (iv) a title insurance "Seller's Affidavit" regarding mechanics liens and persons in possession; (v) an affidavit regarding underground storage tanks (as required by Maine Law); and (vi) any other instruments reasonably requested by Buyer or its counsel to effectuate the transaction contemplated hereby.

Buyer agrees to execute and deliver the following documents to Seller at the Closing: (i) evidence of Buyer's legal existence and authority; (ii) evidence of Buyer's good standing from the Maine Secretary of State; and (iii) any other instruments reasonably requested by Seller or its counsel to effectuate the transaction contemplated hereby.

6. TERMINATION RIGHTS. Buyer may terminate this Agreement pursuant to Sections 3 (during the Zoning Amendment Period) and 4 (during the Title Review Period) by giving written notice thereof to Seller and Escrow Agent prior to the expiration of the Zoning Amendment Period or Title Review Period, as applicable, and if Buyer give such notice of termination prior to the expiration of the Zoning Amendment Period or Title Review Period, this Agreement shall terminate and the Deposit shall be promptly returned to Buyer, and thereafter neither party shall have any further rights or obligations hereunder (except for any obligations pursuant to the other provisions of this Agreement which survive a termination). If Buyer fails to give Seller a written notice of termination in accordance with the terms of Section 3 or 4, Buyer shall be deemed to have elected to proceed with the purchase of the Property pursuant to the terms hereof.

7. RISK OF LOSS, DAMAGE. All risk of loss for the Property prior to the Closing shall be borne by Seller. Neither party is relying on any representation or warranty of any nature or type except as expressly made by the other party herein.

8. POSSESSION. The Property shall be delivered to the Buyer at the time of the Closing free and clear of all tenants.

9. DEFAULT AND REMEDIES. In the event that Seller defaults in any of its obligations hereunder for a reason other than the default of Buyer, Buyer shall have the right to (i) terminate this Agreement and receive an immediate return of the Deposit as its sole and exclusive remedy. In the event that Buyer defaults in any of its obligations hereunder for a reason other than the default of Seller, Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and to retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy. The parties acknowledge that Seller's and Buyer's damages in the event of default by the other party hereunder are difficult or impossible to ascertain and that the Deposit represents a reasonable estimate by both parties of such party's damages.

10. BROKERAGE. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction. Buyer agrees to indemnify and hold Seller harmless from any claims made by any broker should Buyer's representation in this paragraph be false. Seller agrees to indemnify and hold Buyer harmless from any claims made by any broker should Seller's representation in this paragraph be

false. The foregoing indemnity shall include all legal fees and costs incurred in defense against any such claim.

11. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

a. All real estate taxes, assessments, rentals, road maintenance charges, utilities, and other expenses related to the operation and maintenance of the Property shall be prorated and reconciled as of the Closing.

b. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. §4641-A.

c. All title examination charges and title insurance premiums shall be paid by Buyer.

d. The recording fee for the Deed shall be paid by Buyer.

e. Each party shall otherwise be responsible for its own costs and charges (including, without limitation, legal and other charges).

12. NOTICES. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if sent: (i) by first class mail, postage prepaid, registered or certified, return receipt requested; (ii) by hand delivery; (iii) by FedEx or similar overnight express mail service, prepaid; or (iv) by electronic mail ("e-mail") to the following:

TO SELLER: Commercial Place, LLC
P.O. Box 6610
Scarborough, ME 04070
drmileyl@gmail.com

W ITH A COPY TO: Michael High, Esq.
Drummond Woodsum & MacMahon
84 Marginal Way, Suite 600
Portland, ME 04101
MHigh@dwmlaw.com

TO BUYER: 371 US ROUTE 1, LLC
P.O. Box 160
Brunswick, ME 04011
cgoodwin@goodwinmotorgroup.com

WITH A COPY TO: John Kaminski, Esq.
Drummond Woodsum & MacMahon
84 Marginal Way, Suite 600
Portland, ME 04101
JKaminski@dwmlaw.com

All such communication shall be deemed made upon the earlier of three (3) business days following deposit with the U.S. Mail or the date of receipt as disclosed on the return receipt (if sent by registered or certified mail), or upon delivery (if hand delivered), or upon delivery as indicated on the proof of delivery (if sent via Fed Ex or similar overnight express mail service), or upon time of confirmed receipt (if sent via e-mail). With respect to any of the above-referenced methods of delivery, rejection or other refusal to accept or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice sent. Either party may change its address or e-mail for purposes of this subparagraph by giving the other party notice of the same in the manner described herein.

13. MISCELLANEOUS

(a) Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and undertakings. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses the entire agreement of the parties. Neither party has made any representations or warranties regarding the Property except as expressly set forth herein.

(b) Modifications. This Agreement may not be modified except by the written agreement of the parties. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

(c) Gender and Number. Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

(d) Captions. The captions used in connection with the Articles, Sections and Subsections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

(e) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including the estate of Buyer. Buyer may assign this Agreement to an entity she forms to acquire the Property but any such assignment shall not release Buyer of her obligations hereunder. Buyer may not otherwise assign this Agreement without the Seller's prior written consent.

(f) Controlling Law; Submission to Jurisdiction. This Agreement will be construed under, governed by and enforced in accordance with the laws of the State of Maine (without reference to conflicts of laws principles). Any claim, action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the courts of the State of Maine in Cumberland County, and each of the parties hereto hereby consents to the jurisdiction of such courts.

(g) No Rule of Construction. Seller and Buyer have each been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by both Seller and Buyer, and no rule of construction will be invoked respecting the authorship of this Agreement.

(h) Counterparts and Acceptance of Offer. This Agreement may be executed in multiple counterparts (which counterparts may be executed by facsimile or PDF) which shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. An unsigned draft of this Agreement shall not be considered an offer by either party. Acceptance, for purposes hereof, shall mean that each party is in physical possession of a fully-signed counterpart copy or original of this Agreement.

(i) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER HEREUNDER, SELLER'S OR BUYER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE RELATED TO THE PROPERTY.

(j) Merger. Except as otherwise specifically provided herein or in any closing document, the acceptance of the Deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of the Seller herein contained, except those that survive the Closing by their express terms.

(k) Further Assurances. After the Closing, Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties are obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability. The provisions of this section shall survive the Closing.

(l) Time is of the essence for this Agreement.

[Signatures appear on the following page.]

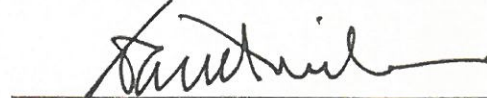
IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed under seal as of the dates indicated below.

WITNESS:



SELLER:

COMMERCIAL PLACE, LLC



By: David R. Miley
Its: Manager

WITNESS:

BUYER:

371 US ROUTE 1, LLC

By: Frank R. Goodwin
Its: Manager

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed under seal as of the dates indicated below.

WITNESS:

SELLER:

COMMERCIAL PLACE, LLC

By: David R. Miley
Its: Manager

WITNESS:

BUYER:

371 US ROUTE 1, LLC

Frank R. Goodwin
By: Frank R. Goodwin
Its: Manager



FIFTH AMENDMENT TO CONTRACT ZONING AGREEMENT

BETWEEN THE TOWN OF SCARBOROUGH,
AND E & F LIMITED LIABILITY COMPANY

This Fifth Amendment to Contract Zoning Agreement (hereinafter, this "Fifth Amendment") is made as of the ____ day of _____, 2018, by and among the TOWN OF SCARBOROUGH, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter, the "Town"), **E & F LIMITED LIABILITY COMPANY**, a Maine limited liability company having a mailing address of P.O. Box 160, Brunswick, Maine 04011, pursuant to the Contract Zoning provisions of Section II, Subsection I of the Zoning Ordinance of the Town of Scarborough (hereinafter, the "Zoning Ordinance").

WHEREAS, E & F Limited Liability Company ("E&F"), Frank R. Goodwin, and Raymond C. Field entered into a Contract Zoning Agreement with the Town of Scarborough (the "Town") dated as of July 15, 1996 (hereinafter, the "Agreement") creating Contract Zoning District Number 1 (hereinafter, the "District"), said Agreement having been recorded in the Cumberland County Registry of Deeds in Book 12620, Page 161; and

WHEREAS, the Agreement was amended pursuant to the terms and provisions of a First Amendment to Contract Zoning Agreement between the Town and E&F dated as of the October 2, 2000 (the "First Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Second Amendment to Contract Zoning Agreement Town and E&F dated as of the _____, 2004 (the "Second Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Third Amendment to Contract Zoning Agreement Town and E&F dated as of June 27, 2016, and recorded in said Registry of Deeds in Book 33226, Page 222 (the "Third Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Fourth Amendment to Contract Zoning Agreement between the Town and E&F dated as of the September 15, 2017, and recorded in said Registry of Deeds in Book 34314, Page 6 (the "Fourth Amendment"); and

WHEREAS, E&F operates an automobile dealership on the property that is subject to the Agreement, as the same has been amended, (the "Property"); and

WHEREAS, E&F requires additional space adjacent to the Property for the parking and storage of its vehicle inventory in order to accommodate increased customer demand;

WHEREAS, E&F intends to purchase Lot 9 within Enterprise Business Park from Commercial Place, LLC, which Lot is located adjacent to the Property and is identified on the Tax Map U039, Lot 4709, ("EPB Lot 9"); and

WHEREAS, EPB Lot 9 would provide E&F with an additional estimated 30 parking spaces for the storage its vehicle inventory;

WHEREAS, outdoor sales and service is not a permitted use of EPB Lot 9; and

WHEREAS, E&F has requested a rezoning of EPB Lot 9, and an amendment to the property that is encompassed by Contract Zone 1, to include EPB 9 within Contract Zone 1 and to permit the use of EPB Lot 9 in connection with the automobile dealership and to utilize EPB Lot 9 for the outdoor display, storage or parking of vehicles; and

WHEREAS, the size, location, configuration and topography of EPB Lot 9 permit a level of buffering, landscaping and site design which will mitigate what might otherwise be adverse impacts of outdoor displays, storage and sales, because the additional property is not adjacent to U.S. Route One and will provide no parking closer to U.S. Route One than already exists; and,

WHEREAS, the Town of Scarborough, by and through its Town Council, has determined that the Amendment to the Contract Zoning Agreement would be consistent with the policies and future land use plan of part three of the Scarborough Comprehensive Plan and is permitted pursuant to the Zoning Ordinance and Maine Law and is consistent with the existing and permitted uses within the original zoning classification.

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

1. The Town will amend the Zoning Map of the Town of Scarborough by adopting the map change shown on Schedule A attached hereto.
2. The Agreement, as amended by this Fifth Amendment and as previously amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, remains consistent with the Comprehensive Plan and consistent and compatible with the existing and permitted uses within the existing zoning district classification.
3. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Fifth Amendment shall be recorded in the Cumberland County Registry of Deeds within thirty (30) days after its approval by the Scarborough Town Council.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date first set forth above.

WITNESS:

TOWN OF SCARBOROUGH

By: _____

Its: _____ *

(* Duly authorized by vote of the
Scarborough Town Council on _____
____, 2018)

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2018

Personally appeared the above named _____, _____ of the Town of Scarborough, and acknowledged the foregoing instrument to be his/her free act deed in his/her said capacity and the free act and deed of said Town of Scarborough.

Before me,

Notary Public/Attorney at Law

Print Name: _____

WITNESS:

E&F Limited Liability Company

By: _____
Its: _____

STATE OF MAINE

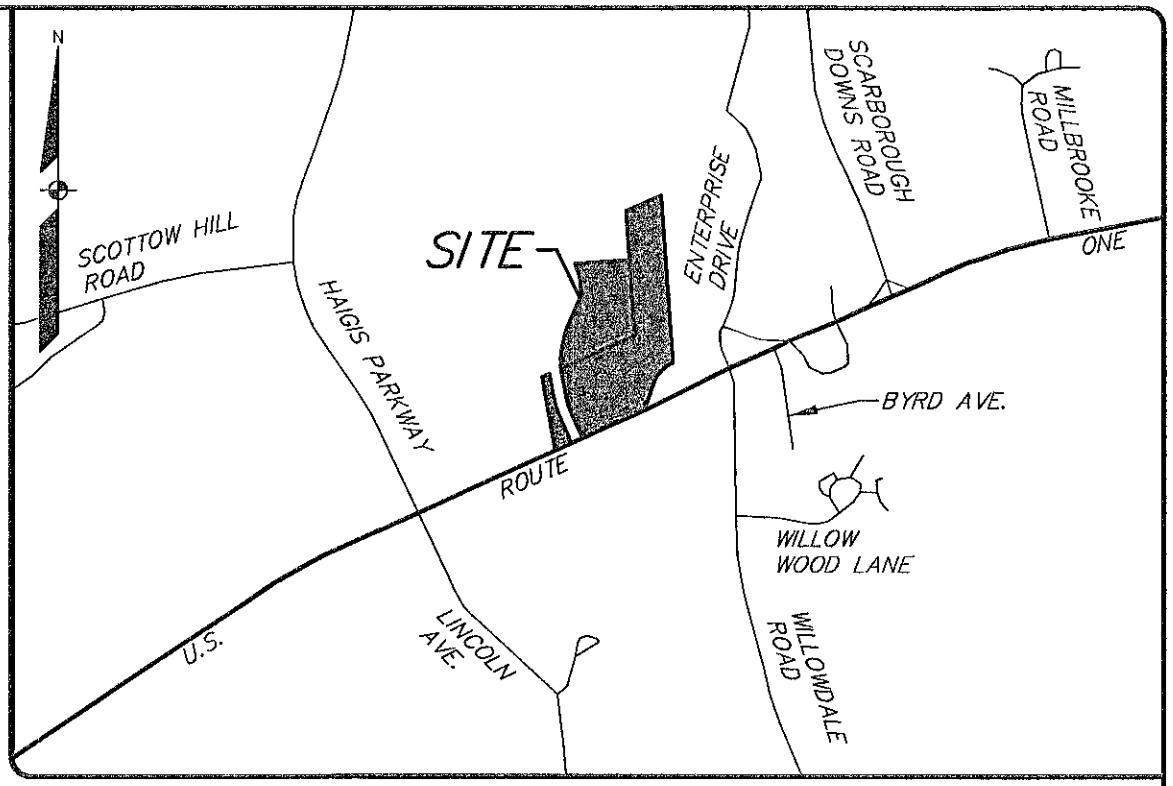
COUNTY OF CUMBERLAND, ss.

_____, 2018

Personally appeared the above named _____, _____ of E&F Limited Liability Company, and acknowledged the foregoing instrument to be his free act deed in his said capacity, the free act and deed of said E&F Limited Liability Company.

Before me,

Notary Public/Attorney at Law
Print Name: _____



N.T.S.

- | PROVIDED | BS | HAINS |
|----------------|----------------|---------------|
| 319,730 SQ. FT | 10,000 SQ. FT. | 40,000 SQ FT. |
| >200' | 200 FEET | 50 FEET |
| 90 FT | 35 FEET | 15 FEET |
| 50 FT | 15 FEET | 15 FEET |
| >100' FT | 15 FEET | 15 FEET |
| 37' | 45 FEET | 75 FEET |
| 40% HP | NA | 75% |
| 33% OVERALL | | |

* SEE NOTE 13 FOR PROPOSED SPACE AND BULK

- A. "STANDARD BOUNDARY SURVEY LAND ROVER OF SCARBOROUGH, E & F LIMITED LIABILITY COMPANY, ROUTE 1, SCARBOROUGH, MAINE RECORD OWNER - RAYMOND C. FIELD, 371 U.S. RTE. 1, SCARBOROUGH, MAINE" DATED FEBRUARY 14, 1996 AND REVISED THROUGH OCTOBER 21, 1997 BY PAUL P. GADBOIS. THIS PLAN IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 197, PAGE 473.

- B. "STANDARD BOUNDARY SURVEY LAND ROVER OF SCARBOROUGH, E & F LIMITED LIABILITY COMPANY, ROUTE 1, SCARBOROUGH, MAINE RECORD OWNER - RAYMOND C. FIELD, 3/71 U.S. RTE. 1, SCARBOROUGH, MAINE" DATED FEBRUARY 14, 1996 AND REVISED THROUGH MAY 11, 1996 BY PAUL P. GADBOIS. THIS PLAN IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 196, PAGE 234.

7. PLAN ORIENTATION IS GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1802-NAD83, ELEVATIONS DEPICTED HEREON ARE NAVD88, BASED ON DUAL FREQUENCY GPS OBSERVATIONS.

8. UTILITY INFORMATION DEPICTED HEREON IS COMPILED USING PHYSICAL EVIDENCE LOCATED IN THE FIELD. UTILITIES DEPICTED HEREON MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS AND/OR DESIGNERS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION.

9. THE LOCUS PROPERTY AS DEPICTED HEREON DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF SCARBOROUGH, MAINE, CUMBERLAND COUNTY, COMMUNITY-PANEL NUMBER 230052 0020 D, HAVING AN EFFECTIVE DATE OF JUNE 19, 1985. THE LOCUS FALLS WITHIN AN AREA

10. THIS IS A PORTION OF THE LOCUS PARCEL AND IT IS WHOLLY UNDEVELOPED

11. THE 50' WIDE RIGHT-OF-WAY DEPICTED HEREON IS SUBJECT TO A ROAD MAINTENANCE

- AGREEMENT BETWEEN RAYMOND C. FIELD AND E & F LIMITED LIABILITY COMPANY AS DESCRIBED IN A DEED RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 12628, PAGE 140 DATED JULY 24, 1996.

12. REFERENCE IS MADE TO DEED OF E & F LIMITED LIABILITY COMPANY TO SCARBOROUGH SANITARY DISTRICT DATED NOVEMBER 21, 2003 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 20793, PAGE 338 REGARDING SEWER EASEMENT OVER LAND OWNED BY E & F LIMITED LIABILITY COMPANY.

13. THIS SITE PLAN SET DEPICTS A PROPOSED AMENDMENT TO THE CURRENTLY APPROVED SITE PLAN FOR THIS PROPERTY. THE AMENDED SITE PLAN IS GOVERNED BY A CONTRACT ZONE MUTUALLY AGREED TO BY THE APPLICANT AND THE TOWN OF SCARBOROUGH. THE PURPOSE OF THIS AMENDED SITE PLAN IS TO ADD ADDITIONAL PARKING TO THE SITE TO MEET CURRENT NATIONAL BRAND STANDARDS. ELEMENTS OF THIS AMENDMENT INCLUDE THE FOLLOWING :

EXISTING BUILDING AREA	15,579 S.F..
EXISTING BUILDING HEIGHT	37 FT.
EXISTING PARKING	97 SPACES
PROPOSED PARKING	174 SPACES

14. PARKING CALCULATIONS
- REQUIRED :
- 15,579 S.F. BUILDING AREA / 4 SPACE PER 1000 SF = 64 SPACES

- PROPOSED:

- PROPOSED :
- (18) EMPLOYEE SPACES
 - (18) SERVICE VEHICLES
 - (6) SALES
 - (2) PARTS PARKING
 - (10) LOANER VEHICLES
 - (120) DISPLAY

(174) TOTAL SPACES

15. VEHICLE PARKING/DISPLAY SHALL ONLY OCCUR IN DESIGNATED PARKING/DISPLAY AREAS AS DEPICTED ON THE APPROVED SITE PLAN.

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

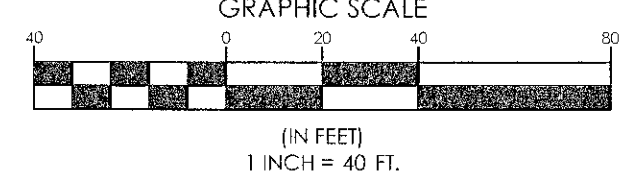
17. PLAN DEPICTS A 100 FOOT WIDE LIMITED UNDISTURBED NATURAL BUFFER. THIS AREA SHALL REMAIN UNDISTURBED IN ITS NATURAL STATE IN PERPETUITY.

18. IMPERVIOUS SUMMARY:
- | | |
|-------------------------------|----------------|
| -EXISTING IMPERVIOUS AREA = | 1.27 AC |
| -PROPOSED IMPERVIOUS AREA = | 0.64 AC |
| <u>TOTAL IMPERVIOUS AREA:</u> | <u>1.91 AC</u> |

EXISTING	PROPOSED
----------	----------

-----	PROPERTY LINE/R.O.W.
-----	BUTTER LINE/R.O.W.
- - - - -	SETBACK
⊙	IRON PIPE/ROD
C' / L1	DEED CALL
■ TP-1	TEST PIT
=====	BUILDING
=====	DECK/STEPS/ OVERHANG
=====	PAVEMENT SAWCUT
=====	EDGE PAVEMENT
=====	EDGE CONCRETE
=====	PAVEMENT PAINT
=====	CURB LINE
~~~~~	TREELINE
○ ○ ○	POST & RAIL FENCE
□	STOCKADE FENCE
- T - T - T	GUARD RAIL
=====	RETAINING WALL
●	DECIDUOUS TREE
☼	CONIFEROUS TREE
-----	MULCH LINE
—○—	SIGN
(M)	UNKNOWN MANHOLE
[ ]	CATCH BASIN
Σ	TRANSFORMER PAD
☆	LIGHT POLE
○	UTILITY POLE
←	GUY WIRE
○○○○○○○○○○	RIPRAP

N/F  
ALTHEA D. BLACK  
11608/65  
MAP U38 LOT 13



U.S. ROUTE ONE

PAUL D.  
OSTROWSKI  
No. 11175

STATE OF MAINE  
PROFESSIONAL ELECTRICIAN  
08/13/18

[illegible]

**S=BAGO**  
T E C H N I C S

[WWW.SBAGOTECHNICS.COM](http://WWW.SBAGOTECHNICS.COM)

75 John Roberts Rd.  
Suite 4A  
South Portland, ME 04106  
Tel. 207-200-2100

OVERALL SITE PLAN

OF:

LAND ROVER JAGUAR OF SCARBOROUGH

371 U.S. ROUTE ONE

SCARBOROUGH, MAINE 04074

FOR:

E & F LIMITED LIABILITY COMPANY

P.O. BOX 160

BRUNSWICK, MAINE 04011

PROJECT NO. 03401

SCALE 1" = 40'

SHEET 4 OF 9

034010AS.dwg, TAB: OVERALL SITE PLAN

**AGENDA**  
**SCARBOROUGH TOWN COUNCIL**  
**WEDNESDAY – OCTOBER 3, 2018**  
**REGULAR MEETING – 7:00 P.M.**

**Order No. 18-067.** Move approval of the first reading and refer to the Planning Board the proposed amendments to Chapter 405, Zoning Ordinance, Section XII. Sign Regulations, subsection J. Temporary Signs, to come back to the Town Council for a public hearing upon receipt of the recommendations of the Planning Board. [*Ordinance Committee*]

*Ordinance Committee*

*Ought to Pass*

---

Sponsor

---

Recommendation

*10/03/2018 - Vote:*

---

First Reading and/or Action/Vote

---

Public Hearing

---

Second Reading/Final Approval/Vote

## **AMENDMENTS TO CHAPTER 405 THE ZONING ORDINANCE**

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 405 - the Zoning Ordinance of the Town of Scarborough, Maine is amended as follows

Amend SECTION J. TEMPORARY SIGNS, by deleting or adding the text as shown below:

### **J. TEMPORARY SIGNS**

The following temporary signs are permitted and shall conform to standards within municipal, state or federal ordinances, statutes or regulations.

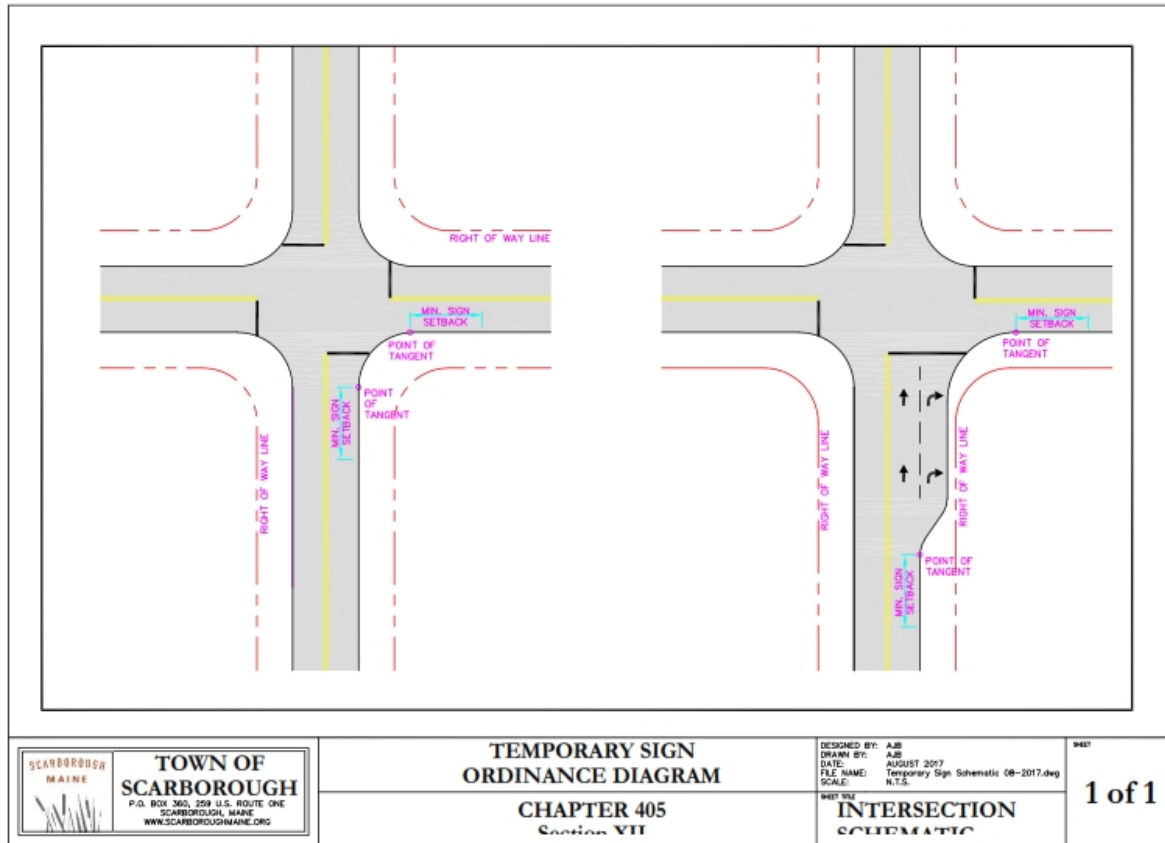
Temporary signs specified in this section shall not be attached to fences, trees, utility poles, light poles, traffic control devices or the like. [09/06/17]

To protect ecologically sensitive areas and scenic views no temporary signs shall be placed in the right-of-way along:[09/06/17]

- Route One between Dolloff Way and Southgate Road
- Black Point Road between Old County Road and Tide Mill Lane
- Black Point Road between Seal Rock Drive and Sanctuary Lane
- Pine Point Road between 67 Pine Point Road and the Eastern Trail
- Pine Point Road between Holly Street and Snow Canning Road
- Pleasant Hill Road from Minuteman Drive to Hackmatack Drive (Pleasant Hill Preserve Area)
- Bayview Avenue between Houghton Street and Morning Street

To promote public safety in and around intersections with high traffic volumes no temporary signs shall be placed in the right-of-way within 30 feet of the following intersections, as measure linearly from the point of tangent to the intersection, or the point of tangent where a dedicated turn lane is provided, whichever is furthest from the intersection:

- The Route One – Broadturn Road/Pine Point Road intersection
- The Route One – Payne Road intersection
- The Route One – Haigis Parkway intersection
- The Route One Gorham Road/Black Point Road intersection
- The Route One – Pleasant Hill Road intersection
- The Payne Road – Haigis Parkway intersection
- The Payne Road – Gorham Road intersection
- The Payne Road – Gallery Boulevard intersection



The number of temporary signs permitted under this subsection is in addition to the maximum number of signs allowed on a lot or the maximum gross display area allowed on a wall:

#### 1. Temporary Signs in the Right-of-Way [Adopted 09/06/17]

Temporary signs in the right-of-way are permitted for a period not to exceed **6 12** weeks in a calendar year. All signs shall be removed by the deadlines established herein. All temporary signs in the right-of-way ~~will include the~~ must include or be marked with name and ~~phone number of the person placing the sign~~ address of the individual, entity or organization that placed the sign within the public right-of-way and the date the sign was erected within the public right-of-way. To control the proliferation of signs repeating the same or similar message, temporary signs in the right-of-way shall not be placed with 30 feet of another bearing the same message. This distance requirement applies to streets on a linear basis with a separate measurement done for every intersecting street. Temporary signs in the right-of-way may not be placed in a position that will obstruct or impair vision or traffic or in any manner create a hazard or disturbance to the health and welfare of the general public.

#### 2. Temporary Signs on Private Property [Adopted 09/06/17]

Temporary signs on private property are permitted for no more than 6 consecutive months with not less than 30 days between displays of a sign bearing the same message. Temporary signs on private property may not be placed in a position that will obstruct or impair vision or traffic or in any manner create a hazard or a disturbance to the health and welfare of the general public.

3. Temporary Sandwich Board Sign. [Adopted 08/19/09][09/06/17]

One (1) Sandwich Board Sign may be displayed on the premises of a commercial or similar public entity for general commercial uses. Sandwich Board Signs shall be limited to a maximum gross area of eight (8) sq. ft. and a maximum height of 48". The location of Sandwich Board Signs shall be limited to the sidewalk or walkway leading to the main entrance of the building in which the business is located and shall be located no greater than fifteen feet (15') from the building's main entrance. Sandwich Board Signs shall only be displayed during the hours the business or use is open for customers or visitors and shall not be counted toward calculating the maximum number of signs or the maximum gross display area of signs on the property. A Sandwich Board Sign shall require a sign permit, per subsection A.2., which will establish a business or uses ability to use such a sign and delineate the area in which it will be displayed. A Sandwich Board Sign shall be located on a sidewalk or walkway in a manner that it does not infringe on handicap accessibility or safe pedestrian movement and that safely secures the sign in one location.

**AGENDA**  
**SCARBOROUGH TOWN COUNCIL**  
**WEDNESDAY – OCTOBER 3, 2018**  
**REGULAR MEETING – 7:00 P.M.**

**Order No. 18-068.** Move approval of the first reading on the proposed amendments to Chapter 1401, Coastal Waters and Harbor Ordinance, Article V- Regulations Concerning Anchoring, Mooring and Security of Vessels, Section 1a. Placement of Private Moorings and schedule a public hearing for Wednesday, October 17, 2018.  
*[Ordinance Committee]*

*Ordinance Committee*

*Ought to Pass*

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Sponsor

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Recommendation

*10/03/2018 - Vote:*

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First Reading and/or Action/Vote

*10/24/2018 – Vote:*

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Public Hearing

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Second Reading/Final Approval/Vote

**CHAPTER 1401  
TOWN OF SCARBOROUGH  
COASTAL WATERS AND HARBOR ORDINANCE**

Be it hereby ordained, by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 1401 the Scarborough Coastal Waters and Harbor Ordinance, is amended as follows:

**Article V - Regulations Concerning Anchoring, Mooring and Security of Vessels**

**Section 1a. Placement of Private Moorings.**

It shall be a violation of this Ordinance to place any mooring in the harbor without a permit from the Harbormaster issued in accordance with 38 M.R.S.A. Sections 3, 7-A and 8. Proof of boat registration and insurance, in the same name as the mooring applicant, must be shown prior to a mooring permit being issued. No more than two (2) moorings will be issued to the same household. No more than three (3) moorings will be issued to the same commercial entity. A person whose application for a mooring permit is denied may appeal as provided in Article X of this Ordinance. There shall be no appeal from the issuance of a permit.

The sale of a boat does not include the sale of the mooring location. The mooring permit holder must notify the Harbormaster immediately upon the sale of their boat.

**Section 1b. Minimum Mooring Requirements.** [amended 02-20-13]

All moorings shall conform to the following specifications. [amended 04/04/2007]

<b>Size of Boat</b>	<b>Up to 16'</b>	<b>from 16' up to 25'</b>	<b>from 25' up to 30'</b>	<b>from 30' up to 36'</b>	<b>36' and above</b>
Weight of Block	Up to 500# (open boat)	Up to 750#	Up to 1,000#	Up to 1,250#	1500# minimum
Size of Chain Shackle	1/2"	1/2"	5/8"	3/4"	3/4" to match minimum
Size of Nylon Pennant	1/2"	1/2"	3/4"	1"	1"
Length of Mooring maximum	25'	25'	30'	35'	35'
Set date to moor	July 1 of the permit year	July 1 of the permit year	July 1 of the permit year	July 1 of the permit year	July 1 of the permit year

All mooring gear shall be inspected and/or serviced by the owner, certified diver, or mooring service company at least once bi-annually to determine the condition of gear and to ensure compliance with minimum standards set forth by this ordinance.

All mooring owners or mooring service companies shall notify the Harbormaster's office in writing of all inspections and service completed to mooring gear.

The Town of Scarborough recommends a 2.5 to 1 ratio for permanent moorings with the following minimum specifications:

Mushroom, Granite Block, or Pyramid (of ample size/weight) - see chart below

<b>Heavy Chain</b>	1.5 times maximum water depth
<b>Light chain or Nylon line</b> (not floating line)	1.0 times maximum water depth
<b>Pennant</b>	2.5 times the distance from chock to waterline

**Buoy (white poly ball preferred)**

Must have assigned number and blue band painted 3" (or larger) on buoy

Total scope = Heavy chain + light chain + Pennant

Example: 25 ft. cruiser;

20 ft. maximum water depth;

Distance from chock to waterline = 3 ft.

Requires:

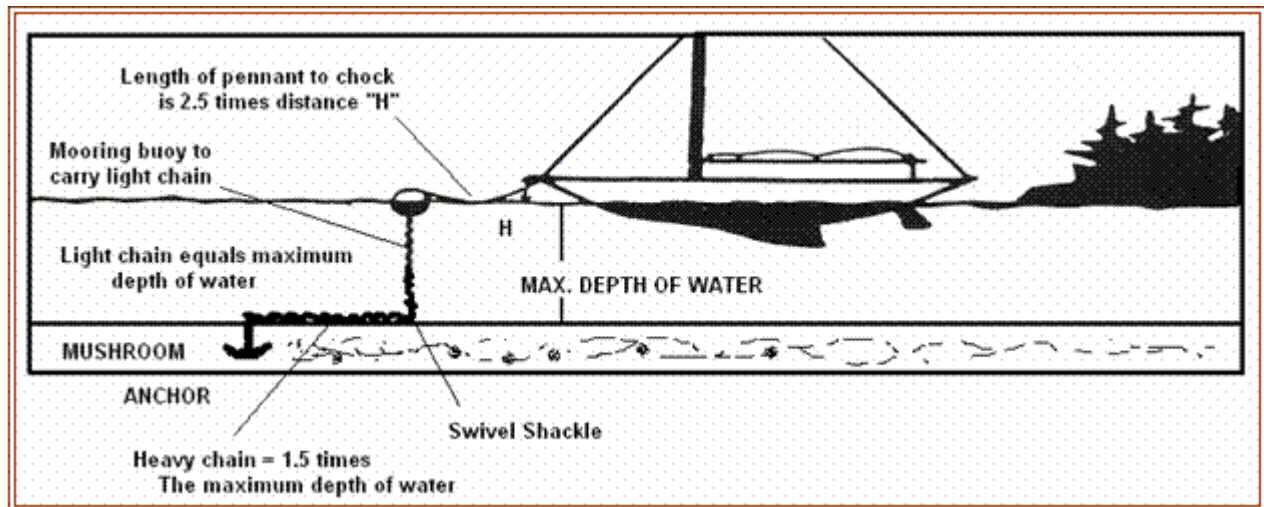
1.5 x 20 = 30 ft. of heavy chain
1.0 x 20 = 20 ft. of light chain or equivalent nylon line
2.5 x 3 = 7.5 ft. pennant

The following chart contains the minimum requirements for seasonal moorings in sheltered waters. Vessels moored year-round and/or in open areas should upgrade 1-3 steps.

Boat Length	Boat Weight	Mushroom Weight	Block Weight	Chain Size (Bottom)	Chain Size (Top)
<b>22'</b>	1,500 lbs	75 lbs	300 lbs	1/2"	3/8"
<b>26'</b>	5,000 lbs	150 lbs	500 lbs	3/8"	3/8"
<b>30'</b>	8,000 lbs	200 lbs	1,000 lbs	5/8"	3/8"
<b>35'</b>	12,000 lbs	250 lbs	2,000 lbs	3/4"	1/2"
<b>40'</b>		500 lbs	3,000 lbs	3/4"	1/2"
<b>50'+ over</b>	Reviewed on an individual basis				

For the safety of his/her boat and that of adjacent boats, mooring permit holders are responsible for having their mooring set and making any required adjustments or repairs.

Boats must have been moored by July 1 of the permitted year or the mooring permit shall be revoked.



The Harbormaster may permit variations from these specifications, if in his or her judgment, the proposed mooring has holding power equivalent to that which would be provided by a mooring meeting these specifications.

All moorings that are to be placed up river from the day marker in Scarborough must be built using granite block only and cannot be any higher than 24 inches in overall height.

Marker Buoys to show at all tides. All chains to be at least one foot above high water mark. All moorings to be inspected every two years - no later than July 1st.

The Harbormaster shall maintain a plot plan of the anchorage area indicating locations of moorings, size of boats, and areas to be used as waterways. A copy of this map will be kept on file at the Town Office.

### **Subletting of Mooring Space:**

The owner of any vessel having mooring space shall not sublet said mooring or mooring space to another user or boat owner; however another boat owner may use the mooring, provided the original owner pays the fee or fees and has requested permission from the Harbormaster to moor such vessel [through a completed notice of intent form that can be found on the Town of Scarborough website, scarboroughmaine.org/](http://scarboroughmaine.org/).

### Section 1c. Creation and Maintenance of a Mooring Waitlist

Two mooring waitlists shall be maintained by the Town Clerk and available for inspection in the Town Clerk's office. The first shall be for commercial applicants and the second for recreational applicants. Commercial applicants will be verified by the Harbormaster and shall provide proof of a commercial State license or a Federal permit. Commercial applicants will, if requested by the Harbormaster, provide proof of commercial waterfront activity equaling 20% of their annual household income. Applicants seeking a mooring shall be placed on the waitlist in order of date and time of application. No one household shall be allowed to hold more than two (2) spots on the waitlist at any one time. When a mooring becomes available the Town Clerk will first consult the

commercial waitlist which will be given priority. If the next name on either waitlist is unable to accept the mooring they may request to stay on their respective waitlist until the next mooring becomes available. If, at the time of the second mooring becoming available, the applicant again is unable to accept the mooring their name shall be removed from the waitlist and the applicant would need to reapply if they wished to again be listed. If an applicant on the waitlist has died their spot may be reassigned to a legal heir providing the Town of Scarborough has been notified within six (6) months of the applicant's death.

**AGENDA**  
**SCARBOROUGH TOWN COUNCIL**  
**WEDNESDAY – OCTOBER 3, 2018**  
**REGULAR MEETING – 7:00 P.M.**

**Order No. 18-069.** Move approval of the first reading on the proposed amendments to Chapter 1301, the General assistance Ordinance, pursuant to Title 22, M.R.S.A §4305 (4) and schedule a public hearing and second reading for Wednesday, October 17, 2018. [*General Assistance*]

*General Assistance*

*Ought to Pass*

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Sponsor

---

Recommendation

*10/03/2018 - Vote:*

---

First Reading and/or Action/Vote

*10/17/2018*

---

Public Hearing

---

Second Reading/Final Approval/Vote



Maine Department of Health and Human Services  
Office for Family Independence  
19 Union Street  
11 State House Station  
Augusta, Maine 04333-0011

PAUL R. LEPAGE  
GOVERNOR

BETHANY L. HAMM  
ACTING COMMISSIONER

TO: Municipal Officials/Welfare Directors/General Assistance Administrators  
FROM: Sara Russell, General Assistance Program Manager  
RE: 2018-2019 General Assistance Ordinance Maximums  
DATE: August 30, 2018

Enclosed please find the following items:

- MMA's new (October 1, 2018–September 30, 2019) **“General Assistance Ordinance Appendix”** (A - D).
- **“GA Maximums Summary Sheet”** which consolidates GA maximums into one document. Municipalities do have to insert individual locality maximums from Appendix A and C in the summary sheet where indicated in order to complete the information. The “summary” does not have to be adopted, as it is not an Appendix but a tool for municipal officials administering GA.
- **“GA Maximums Quick Reference Sheet”** which consolidates GA maximums onto one form. This is meant to be a quick reference tool for municipal officials administering GA. A copy is being sent to your municipality based on your specific maximums.
- **“GA Maximums Adoption Form”** which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. *(see “Filing of GA Ordinance and/or Appendices” below for further information).*

**Appendix A – D**

The enclosed Appendices A - D have been revised for your municipality’s General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – D. Even if you have already adopted MMA's model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices yearly.**



Maine Department of Health and Human Services  
Office for Family Independence  
19 Union Street  
11 State House Station  
Augusta, Maine 04333-0011

PAUL R. LEPAGE  
GOVERNOR

BETHANY L. HAMM  
ACTING COMMISSIONER

**The Adoption Process**

The **municipal officers (i.e., selectpersons/council)** adopt the local **General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices **after notice and hearing**. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

**Filing of GA Ordinance and/or Appendices**

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *(For a copy of the GA model ordinance, please call MMA's Publication Department, or visit their web site [www.memun.org](http://www.memun.org)).* In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

## 2018-2019 GA Overall Maximums

### Metropolitan Areas

COUNTY	Persons in Household				
	1	2	3	4	5*
<b>Bangor HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	733	814	1,032	1,294	1,748
<b>Penobscot County HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	693	697	908	1,137	1,297
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	669	736	932	1,193	1,461
<b>Portland HMFA:</b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,058	1,159	1,483	1,986	2,303
<b>York/Kittery/S.Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	989	1,039	1,382	1,749	2,433
<b>Cumberland County HMFA:</b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	784	831	1,091	1,593	1,820

**Appendix A**  
Effective: 10/01/18-09/30/19

COUNTY	1	2	3	4	5*
<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	786	875	1,017	1,345	1,636
<b>York County HMFA:</b> Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	766	884	1,098	1,487	1,515

*Note: Add \$75 for each additional person.

**Non-Metropolitan Areas**

**Persons in Household**

COUNTY	1	2	3	4	5*
<b>Aroostook County</b>	622	662	773	1,016	1,112
<b>Franklin County</b>	650	680	807	1,005	1,431
<b>Hancock County</b>	698	798	1,009	1,274	1,397
<b>Kennebec County</b>	727	756	944	1,241	1,326
<b>Knox County</b>	759	765	944	1,210	1,344
<b>Lincoln County</b>	788	845	1,004	1,259	1,503
<b>Oxford County</b>	694	699	839	1,221	1,426
<b>Piscataquis County</b>	615	681	843	1,115	1,238
<b>Somerset County</b>	679	714	859	1,156	1,219
<b>Waldo County</b>	696	761	903	1,231	1,389
<b>Washington County</b>	679	683	840	1,062	1,212

* Please Note: Add \$75 for each additional person.

## Appendix B

Effective: 10/01/18 to 09/30/19

### 2018-2019 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2018, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	44.65	192
2	82.09	353
3	117.44	505
4	149.30	642
5	177.21	762
6	212.56	914
7	235.12	1,011
8	268.60	1,155

**Note: For each additional person add \$144 per month.**

## 2018-2019 GA Housing Maximums (Heated & Unheated Rents)

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

### **Non-Metropolitan FMR Areas**

<b>Aroostook County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	112	483	131	565
1	115	496	140	600
2	133	572	163	700
3	180	776	217	932
4	192	826	236	1,016
<b>Franklin County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	119	511	138	593
1	120	514	144	618
2	141	606	171	734
3	178	765	214	921
4	266	1,145	310	1,335
<b>Hancock County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	124	535	147	633
1	140	602	169	726
2	183	788	215	924
3	230	988	273	1,175
4	246	1,058	299	1,285
<b>Kennebec County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	131	564	154	662
1	131	564	159	684
2	168	724	200	859
3	222	955	266	1,142
4	230	987	282	1,214

**Non-Metropolitan FMR Areas**

<b><u>Knox County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	139	596	161	694
1	139	596	161	694
2	168	724	200	859
3	215	924	258	1,111
4	234	1,005	287	1,232
<b><u>Lincoln County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	145	625	168	723
1	151	649	180	773
2	182	783	214	919
3	226	973	270	1,160
4	271	1,164	323	1,391
<b><u>Oxford County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	123	528	146	629
1	123	528	146	629
2	140	600	175	754
3	218	935	261	1,122
4	253	1,087	306	1,314
<b><u>Piscataquis County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	110	474	130	559
1	119	512	144	619
2	149	640	179	771
3	203	871	240	1,032
4	220	946	266	1,142
<b><u>Somerset County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	120	517	143	614
1	121	519	149	642
2	147	631	180	774
3	202	870	246	1,057
4	205	880	257	1,107

## Appendix C

Effective: 10/01/18-09/30/19

### Non-Metropolitan FMR Areas

<u>Waldo County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	123	530	147	631
1	131	565	160	689
2	159	683	190	818
3	220	945	263	1,132
4	244	1,050	297	1,277
<u>Washington County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	119	513	143	614
1	119	513	143	614
2	140	601	176	755
3	181	776	224	963
4	203	873	256	1,100

### Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	132	567	155	668
1	144	618	173	742
2	185	793	220	947
3	234	1,008	278	1,195
4	328	1,409	380	1,636
<u>Penobscot Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	123	527	146	628
1	123	527	146	628
2	156	669	191	823
3	198	851	241	1,038
4	223	958	276	1,185
<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	117	503	140	604
1	125	540	154	664
2	165	711	197	847
3	211	907	254	1,094
4	261	1,122	314	1,349

**Metropolitan FMR Areas**

<b><u>Portland HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	208	892	231	993
1	224	963	253	1,087
2	289	1,244	325	1,398
3	395	1,700	439	1,887
4	457	1,964	510	2,191
<b><u>York/Kittery/S. Berwick HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	192	824	215	924
1	196	843	225	967
2	266	1,143	302	1,297
3	340	1,463	384	1,650
4	487	2,094	540	2,321
<b><u>Cumberland Cty. HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	144	618	167	719
1	148	635	177	759
2	202	868	234	1,006
3	304	1,307	347	1,494
4	344	1,481	397	1,708
<b><u>Sagadahoc Cty. HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	145	623	168	721
1	158	679	187	803
2	185	795	217	932
3	246	1,059	290	1,246
4	302	1,297	354	1,524
<b><u>York Cty. HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>	<b><u>Weekly</u></b>	<b><u>Monthly</u></b>
0	140	600	163	701
1	160	688	189	812
2	203	875	236	1,013
3	274	1,201	323	1,388
4	274	1,201	326	1,403

## 2018-2019 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from October 1, 2018 to September 30, 2019.

### APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
NOTE: For each additional person add \$75 per month.						
(The applicable figures from Appendix A, <i>once adopted</i> , should be inserted here.)						

### APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	44.65	192
2	82.09	353
3	117.44	505
4	149.30	642
5	177.21	762
6	212.56	914
7	235.12	1,011
8	268.60	1,155
NOTE: For each additional person add \$144 per month.		

### APPENDIX C - HOUSING MAXIMUMS

<u>Number of Bedrooms</u>	<u>Unheated</u>		<u>Heated</u>	
	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0				
1				
2				
3				
4				
(The applicable figures from Appendix C, <i>once adopted</i> , should be inserted here.)				

*FOR MUNICIPAL USE ONLY*

## APPENDIX D - UTILITIES

### ELECTRIC

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

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

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

**NOTE:** For each additional person add \$7.50 per month.

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

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

**NOTE:** For each additional person add \$10.00 per month.

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

## APPENDIX E - HEATING FUEL

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

**FOR MUNICIPAL USE ONLY**

**NOTE:** When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

## **APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES**

<b><u>Number in Household</u></b>	<b><u>Weekly Amount</u></b>	<b><u>Monthly Amount</u></b>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

## **SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

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

<b><u>Number of Children</u></b>	<b><u>Weekly Amount</u></b>	<b><u>Monthly Amount</u></b>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

***FOR MUNICIPAL USE ONLY***

**AGENDA**  
**SCARBOROUGH TOWN COUNCIL**  
**WEDNESDAY – OCTOBER 3, 2018**  
**REGULAR MEETING – 7:00 P.M.**

**Order No. 18-070.** Move approval on the request to schedule a public hearing for Wednesday, October 24, 2018 at 6:00 p.m. regarding the establishment of a Downtown Tax Increment Financing District, including the authorization of a Credit Enhancement Agreement for The Downs, Crossroads Holdings, LLC. *[Town Manager]*

*Town Manager*

*Ought to Pass*

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Sponsor

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Recommendation

*10/03/2018 - Vote:*

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First Reading and/or Action/Vote

*10/24/18*

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Public Hearing

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Second Reading/Final Approval/Vote