

**MINUTES  
SCARBOROUGH TOWN COUNCIL  
WEDNESDAY – DECEMBER 21, 2016  
REGULAR MEETING – 7:00 P.M.**

**Item 1. Call to Order.** Chairman Babine called the regular meeting of the Scarborough Town Council to order at 7:00 p.m.

**Item 2. Pledge of Allegiance.**

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

|                           |                                    |
|---------------------------|------------------------------------|
| William J. Donovan        | Katherine A. St. Clair, Vice-Chair |
| Robert W. Rowan           | Peter F. Hayes                     |
| Kathleen M. Foley         | Christopher J. Caiazzo             |
| Shawn A. Babine, Chairman |                                    |

**Item 4. General Public Comments.**

- Liam Erickson of Pine Point Road stated that he would not be available to attend to the next Town Council meeting when the proposed shellfish allocations will be its agenda. He felt that the proposed increases in licenses would be a terrible mistake. With the green crab and the silky milk worm an issue to the beds; the increase in licenses would only contribute to the flats. He hoped that the Council would not increase the numbers and leave them as is.
- Maura Erickson of Pine Point Road spoke on the 800 or so resident buildings being built and the possibility of a new public safety building she would like to see a pool be consider in Scarborough. Our kids are being shipped off to other communities and with all the new development she hoped that the Council would please put in a pool. The second concern is the new restaurant being proposed at the Conroy site and the potential parking issues there. Parking in the area will be a mess. Please fix it or it would be horror show. She asked where did the extra parking come from to allow this building to be permitted?

**Item 5. Minutes: December 07, 2016 – Regular Meeting.** Motion by Councilor St. Clair, seconded by Councilor Rowan, to move approval of the minutes of the December 7, 2016, regular Town Council meeting.

Vote: 7 Yeas.

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

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

**Order No. 16-080, 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]**

| <u>Name</u>  | <u>Address</u>     |
|--|--------------------|
| 1. Crystal Springs Manufactured Housing Community<br>Donna Alexander | U.S. Route 22      |
| 2. Pinecrest Manufactured Housing Community<br>Theresa Desfosses     | 126 U.S. Route One |
| 3. Hillcrest Manufactured Housing                                    | 126 U.S. Route One |

Chairman Babine opened the public hearing. As there were no comments either for or against, the hearing was closed at 7:07 p.m.

Motion by Councilor St. Clair, seconded by Councilor Hayes, to move approval of the applicants who have applied for renewal of their Manufactured Housing Communities License as noted above in Order No. 16-080.

Vote: 7 Yeas.

**Order No 16-081, 7:00 p.m. Public Hearing with discussion and possible action on the renewal request for a Food Handlers License from Michael Hogleund, d/b/a Country Side Butchers and The Painted Turtle, located at 89 County Road. [Zoning Administrator]** Chairman Babine opened the public hearing. The following individuals spoke on this item:

- Ben Howard of Windsor Pines Drive had concerns with the penalty fees noted on the documents that had been provided in that one refers to a flat fee of \$300 or the other document refers to \$300 fine per day.
- Larry Hartwell of Puritan Drive agreed with the previous speaker regarding the fees. He felt the fine should be higher as this individual does come into compliance by February. Would this business be shut down or would it be coming back to the Town Council?

There being on further comments either for or against the hearing was closed at 7:11 p.m.

Thomas J. Hall, Town Manager, introduced Brian Longstaff, the Zoning Administrator, to give a brief history on this issue. Mr. Longstaff responded to the comments that had been made regarding the fine – at this time it would be the flat \$300 adding that he felt that the money should be put back into the business to make the correction that are needed. He went on to address the three conditions that need to be done.

Motion by Councilor Donovan, seconded by Councilor St. Clair, to move approval of the on the renewal request for a Food Handlers License from Michael Hogleund, d/b/a Country Side Butchers and The Painted Turtle, located at 89 County Road, with the following conditions:

1. Mr. Hogleund must complete the remaining corrective actions by January 18, 2017. Should Mr. Hogleund fail to correct all remaining violations by this date, the Council shall suspend or revoke the Food Handler's License for the offending business, pursuant to Chapter 1015, Section 8. Penalties will be assessed by the Codes Department must be paid before reinstatement of license can occur.
2. Pursuant to Chapter 1015, Section 10, and prior to the issuance of the new licenses, Mr. Hogleund shall pay a penalty of \$300 to the Codes Department, for willfully operating without a Scarborough Food Handler's License, and for failure to take timely corrective action on identified code violations.
3. In addition to the annual inspection by Scarborough Fire Department, Mr. Hogleund must agree to an interim inspection between January 1 and June 30, 2017 to insure that he is adequately maintaining the life safety and building code aspects of the 2 business operations and the second floor dwelling unit.

Vote: 7 Yeas.

**OLD BUSINESS:** None at this time.

**NEW BUSINESS:**

**Order No. 16-082. First Reading of the Eighth Amendment to Contract Zone IX by The Residences at Gateway Commons – Devine Capital, LLC [formerly New England Expedition] pursuant to Chapter 405(II)(I)(5)(C) of the Scarborough Zoning Ordinance and referral to the Planning Board for further review. [Planning Department]** Chairman Babine gave a brief over on the timeline of this Contract Zone. Thomas J. Hall, Town Manager, gave a brief history as to why there is a contract zone in this area. He then introduced members of the Devine Capital Group.

Mr. Ben Devine representing the Development Group proposing the 288 luxury apartment homes/unit in 12 buildings spoke on the development and introduced other members of the team. Mr. Brad Wayman gave an overview of East Lyme, CT which is similar to Scarborough project – those who live here are lifestyle renters. 1400 to 2200 a month. 90 percent occupied 13 child impact the school system. Mr. Will Conway, from Sebago Technics spoke on what little impact on municipal services this project would have. Mr. Rick Barnaro of KBI noted that the timing is critical. Mr. Bill Fletcher, attorney of the team spoke on the current zone and what the group was asking for in the amendments.

The following individuals spoke on this Order:

- Larry Hartwell from Puritan Drive, stated that he lives close to this project and went on to speak in support of the proposed project. He had been surprised at first with the numbers, but as the presentation went on, what questions he had were answered. He looked for a negative, could not find one. We have worked with this developer before, which is a plus and asked the Council to vote to move this item forward.
- Ben Howard of Windsor Pines spoke with regards as to whom this project is focusing on and he did not think that this project could be filled. He went on to say that ten years ago there was a vision for this area and asked the Council to wait for that vision come forward. He felt that he needed more information.
- Rick Shinay, resident of Scarborough, noted that he was not involved in this project and had been asked to review the document on behalf of New England Expedition. Due to the recessing in 2008 the vision has changed. He felt that things could happen with Scarborough Downs that would enhance this project.
- Glenn Grant, resident of Scarborough and one of the property owners noted that this is one of the best locations in southern Maine. What we have now is a need called housing. This company was chosen over a bigger company for less money and they are local company and asked the Council to please let this move forward.

Motion by Councilor St. Clair, seconded by Councilor Rowan, to move approval of the first reading of the Eighth Amendment to Contract Zone IX by The Residences at Gateway Commons – Devine Capital, LLC [formerly New England Expedition] pursuant to Chapter 405(II)(I)(5)(C) of the Scarborough Zoning Ordinance and referral to the Planning Board for further review, as follows:

**EIGHTH AMENDMENT TO CONTRACT ZONING AGREEMENT  
AMONG THE TOWN OF SCARBOROUGH, EXIT 42 HAIGIS PARKWAY LLC, AND DEVINE  
CAPITAL, LLC  
THE GATEWAY AT SCARBOROUGH**

This Eighth Amendment to Contract Zoning Agreement (hereinafter, this "Eighth Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016 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"), EXIT 42 HAIGIS PARKWAY LLC, a Maine limited liability company, with an office at 11 Bartlett Road, Gorham, Maine 04038 (hereinafter, "Exit 42 HP"), and DEVINE CAPITAL, LLC, a Massachusetts limited liability company with a mailing address of 2 Monument Square, Seventh Floor, Portland, Maine 04101 (hereinafter, "Devine Capital"), 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, The New England Expedition – Scarborough, LLC, a Maine limited liability company with an office at 222 Newbury Street, 4<sup>th</sup> Floor, Boston Massachusetts 02116 (hereinafter, "New England Expedition"), entered into a Contract Zoning Agreement with the Town dated as of the 3<sup>rd</sup> day of January, 2007 (hereinafter, the "Agreement") creating Contract Zoning District Number 9 (hereinafter, the "District") as described in Section XXIII of the Zoning Ordinance, said Agreement having been recorded in the Cumberland County Registry of Deeds in Book 24730, Page 25; and

WHEREAS, the Agreement was amended pursuant to the terms and provisions of a First Amendment to Contract Zoning Agreement between the Town and New England Expedition dated as of the 5<sup>th</sup> day of September, 2007, and recorded in said Registry of Deeds in Book 25482, Page 201 (the "First Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Second Amendment to Contract Zoning Agreement between the Town and New England Expedition dated as of the 7<sup>th</sup> day of November, 2007, and recorded in said Registry of Deeds in Book 25610, Page 171 (the "Second Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Third Amendment to Contract Zoning Agreement between the Town and New England Expedition dated as of the 30<sup>th</sup> day of April, 2008, and recorded in said Registry of Deeds in Book 26060, Page 162 (the "Third Amendment"); and

WHEREAS, that portion of the Property comprising "The Gateway Square at Scarborough" was conveyed by New England Expedition to The New England Expedition – Scarborough II, LLC (hereinafter, "New England Expedition II") by Quitclaim Deed With Covenant dated September 18, 2009, and recorded in said Registry of Deeds in Book 27269, Page 212; and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Fourth Amendment to Contract Zoning Agreement by and among the Town, New England Expedition and New England Expedition II dated as of the 3<sup>rd</sup> day of March, 2010, and recorded in said Registry of Deeds in Book 27642, Page 85 (the "Fourth Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Fifth Amendment to Contract Zoning Agreement by and among the Town, New England Expedition and New England Expedition II dated as of the 21<sup>st</sup> day of July, 2010, and recorded in said Registry of Deeds in Book 27960, Page 322 (the "Fifth Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Sixth Amendment to Contract Zoning Agreement by and among the Town, New England Expedition and New England Expedition II dated as of the 19<sup>th</sup> day of January, 2011, and recorded in said Registry of Deeds in Book 28464, Page 260 (the "Sixth Amendment"); and

WHEREAS, the Agreement was further amended pursuant to the terms and provisions of a Seventh Amendment to Contract Zoning Agreement by and among the Town, New England Expedition and New England Expedition II dated as of the 6<sup>th</sup> day of March, 2013, and recorded in said Registry of Deeds in Book 30462, Page 162 (the "Seventh Amendment"); and

WHEREAS, that portion of the Property comprising The Gateway Square at Scarborough was conveyed by Deed In Lieu of Foreclosure With Covenant from New England Expedition – Scarborough, LLC to GlennDonna, Inc. and to R.J. Grondin & Sons dated as of the 26<sup>th</sup> day of September, 2014, and recorded in said Registry of Deeds in Book 31987, Page 197; and was subsequently conveyed to Exit 42

HP by Quitclaim Deed With Covenant from GlennDonna, Inc. and R.J. Grondin & Sons dated November 13, 2014, and recorded in said Registry of Deeds in Book 31987, Page 206; and

WHEREAS, Devine Capital intends to purchase of The Gateway Square at Scarborough from Exit 42 HP;

WHEREAS, the Haigis Parkway District, HP (hereinafter, the “HP District”), the District under the Zoning Ordinance in which The Gateway Square at Scarborough is located, presently allows, as a permitted use, multi-family residential dwellings/units provided such dwellings/units are developed as part of a mixed-use building or mixed-use planned development;

WHEREAS, the HP District limits multi-family dwellings to a maximum building footprint of 12,500 square feet, a maximum of 5 dwelling units per acre of net lot area, and limits the floor area of all residential uses within a planned development to a maximum of 40% of the total floor area of all the building floor area within a planned development;

WHEREAS, the Town’s Growth Management Ordinance, Chapter 413, requires the issuance of growth permits in order to obtain building permits to construct dwelling units and requires that growth permits be issued either from the annual allocation of growth permits or from a reserve pool of growth permits;

WHEREAS, Devine Capital desires to develop The Gateway Square at Scarborough as a multi-family residential development project;

WHEREAS, Devine Capital proposes to construct up to twelve (12) multi-family residential buildings, with up to twenty-four (24) dwelling units per building, consisting of up to 30,000 square feet of floor area for residential purposes, containing studio, 1, 2 and 3 bedroom units, with a maximum building footprint of 12,500 square feet per building the (“Project”);

WHEREAS, the residential unit development mix of the Project will foster the commercial and mixed-use activities and amenities desired within the HP District, consistent with the 2006 Update of the Comprehensive Plan of the Town of Scarborough adopted by the Scarborough Town Council on July 19, 2006 (the “Comprehensive Plan”);

WHEREAS, Exit 42 HP and Devine Capital have requested that the Town approve this Eighth Amendment to the Agreement to permit the multi-family residential development project within The Gateway Square at Scarborough as described herein, including the allocation of necessary growth permits from the reserve pool to permit the issuance of building permits for the Project.

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

1. Notwithstanding the provisions of Section XVIII.B Haigis Parkway District zoning ordinance, as may be amended from time to time, Devine Capital, its successor and assigns, are hereby permitted to develop within The Gateway Square at Scarborough up to twelve (12) multi-family residential buildings, with up to twenty-four (24) dwelling units per building, resulting in a maximum number of residential units of two hundred eighty-eight (288) and consisting of up to 30,000 square feet of floor area for residential purposes per building, containing studio, 1, 2 and 3 bedroom units, with a maximum building footprint of 12,500 square feet per building, without regard to the requirement that any such dwelling units be part of a mixed-use building or part of a mixed-use planned development and without regard to any conflicting lot area, dimensional, and density requirements otherwise applicable within the HP District.
2. The Property shall be developed and used only in accordance with the site plan and subdivision plan as finally approved by the Scarborough Planning Board, and as said approved site plan and subdivision plan may be amended from time to time pursuant to the provisions of the Site Plan Review Ordinance of the Town of Scarborough (hereinafter, the “Site Plan Ordinance”) and the Subdivision Ordinance of the Town of Scarborough (hereinafter, the “Subdivision Ordinance”).

3. Pursuant to Section 5(a) of the Town's Growth Management Ordinance, Chapter 413, the Town hereby authorizes the use of growth permits from the reserve pool for the Project and authorizes the Planning Board to so allocate from the reserve pool the appropriate number of growth permits to allow Devine Capital, its successor and assigns, to obtain the requisite building permits for the Project.
4. The Agreement, as amended by this Eighth Amendment and as previously amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment, remains consistent with the Comprehensive Plan.
5. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.
6. The Town acknowledges and agrees that (a) any breach of the restrictions, provisions and conditions of the Agreement relating to The Gateway Square at Scarborough shall not be deemed a breach of the Agreement as it relates to The Gateway Shoppes at Scarborough, and (b) any breach of the restrictions, provisions and conditions of the Agreement relating to The Gateway Shoppes at Scarborough shall not be deemed a breach of the Agreement as it relates to The Gateway Square at Scarborough.
7. This Eighth Amendment shall be recorded in the Cumberland County Registry of Deeds within thirty (30) days after its approval by the Scarborough Town Council.

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

WITNESS:

TOWN OF SCARBOROUGH

\_\_\_\_\_

By: \_\_\_\_\_  
 Thomas J. Hall, its Town Manager\*  
 (\* Duly authorized by vote of the Scarborough Town Council on \_\_\_\_\_, 2016)

STATE OF MAINE  
 COUNTY OF CUMBERLAND, ss.

\_\_\_\_\_, 2016

Personally appeared the above named Thomas J. Hall, Town Manager of the Town of Scarborough, and acknowledged the foregoing instrument to be his free act deed in his said capacity and the free act and deed of said Town of Scarborough.

Before me,

\_\_\_\_\_  
 Notary Public/Attorney at Law  
 Print Name: \_\_\_\_\_

WITNESS:

DEVINE CAPITAL, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
 Bernard M. Devine, Jr., its Member

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

\_\_\_\_\_, 2016

Personally appeared the above named Bernard M. Devine, Jr., Member of Devine Capital, LLC, and acknowledged the foregoing instrument to be his free act deed in his said capacity, the free act and deed of said Devine Capital, LLC.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law  
Print Name: \_\_\_\_\_

WITNESS:

EXIT 42 HAIGIS PARKWAY LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Philip Grondin, Jr., its Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

\_\_\_\_\_, 2016

Personally appeared the above named Philip Grondin, Jr., Manager of Exit 42 Haigis Parkway LLC, and acknowledged the foregoing instrument to be his free act deed in his said capacity, the free act and deed of said Exit 42 Haigis Parkway LLC.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law  
Print Name: \_\_\_\_\_

Vote: 6 Yeas. 1 Nay [Councilor Hayes].

At this point, there was a recessed called at 9:03 p.m. Chairman Babine reconvened the meeting at 9:08 p.m.

**Order No. 16-083. Act on the request from the Deputy Tax Collector for a waiver of foreclosure on the following properties: 4 David Drive – Map T003/Lot 004, 29 Matthews Way – Map T003/Lot 029, 13 Crystal Lane – Map T003/Lot 013, 15 Crystal Lane – Map T0003/Lot 015 and 20 Garnet Drive – Map T003/Lot 020, and authorize the Town Manager to sign the necessary documentation. [Deputy Tax Collector]** Motion by Councilor St. Clair, seconded by Councilor Foley, to move approval on the request from the Deputy Tax Collector for a waiver of foreclosure on the following properties: 4 David Drive – Map T003/Lot 004, 29 Matthews Way – Map T003/Lot 029, 13 Crystal Lane – Map T003/Lot 013, 15 Crystal Lane – Map T0003/Lot 015 and 20 Garnet Drive – Map T003/Lot 020, and authorize the Town Manager to sign the necessary documentation.

Vote: 7 Yeas.

**Order No. 16-084. Act on the request to authorize the Town Manager to enter into a Service Agreement with the Town of Wells for vehicle maintenance and to sign any and all documents. [Town Manager]** Thomas J. Hall, Town Manager, gave a brief overview on this Order.

Motion by Councilor St. Clair, seconded by Councilor Rowan, to move approval on the request to authorize the Town Manager to enter into a Service Agreement with the Town of Wells for vehicle maintenance and to sign any and all documents.

Vote: 7 Yeas.

**Order No. 16-085. Act to accept donations to the Town of Scarborough received in 2016 for the Eastern Trail “Close the Gap Campaign” and to ratify the Memorandum of Understanding dated August 31, 2016, between the Town of Scarborough, the Eastern Trail Alliance and the Eastern Trail Management District. [Town Manager]** Thomas J. Hall, Town Manager, gave a brief overview on this Order.

Motion by Councilor St. Clair, seconded by Councilor Rowan, to move approval to accept \$106,268.46 in donations to the Town of Scarborough received in 2016 for the Eastern Trail “Close the Gap Campaign” and to ratify the Memorandum of Understanding dated August 31, 2016, between the Town of Scarborough, the Eastern Trail Alliance and the Eastern Trail Management District.

Vote: 7 Yeas.

**Order No. 16-086. Act on the Council Chair appointments for Council Standing Committee and Committee Liaisons. [Town Clerk]** Motion by Chairman Babine, seconded by Councilor St. Clair, to move approval on the Council Chair appointments for Council Standing Committee and Committee Liaisons, as follows:

**STANDING COMMITTEES AS FOLLOWS:**

- Appointments Committee:** Councilors Caiazzo (Chair), Hayes, Donovan
- Finance committee:** Councilors Hayes (Chair), Caiazzo, Babine & Rowan as alternate
- Ordinance committee:** Councilors Donovan (Chair), St. Clair, Rowan & Foley as alternate
- Communications Committee:** Councilors St. Clair (Chair), Foley, Hayes
- Rules & Policy Committee:** Councilors Foley (Chair) St. Clair, Donovan
- Fair Hearing Committee:** Councilors Rowan (Chair), Donovan, Caiazzo

**COUNCIL LIAISONS AS FOLLOWS:**

- ADA Advisory:** Councilor Foley
- Coastal Harbor & Waters Committee:** Councilor Hayes
- Conservation Commission:** Councilor Foley
- Community Chamber of Commerce:** Councilor St. Clair
- Easter Trail Alliance:** Councilor Foley
- ecomaine Board of Directors:** Councilor Donovan [with a term to expire in 2017]
- Energy Committee:** Councilor Donovan
- Firing Range Committee:** Councilor St. Clair
- GPCOG, GA:** Councilor Caiazzo, Thomas Hall, Town Manger & Larissa Crockett, Ass’t Town Mgr.
- Health Safety & Security:** Councilor St. Clair
- Historical Implementation Preservation Committee:** Councilor Rowan
- Housing Alliance:** Councilor Rowan
- Library Board of Trustees:** Councilor Babine

**The Long Range Planning Committee:** Councilor Caiazzo & Rowan as alternate  
**Metro Coalition:** Councilor Donovan  
**Organics:** Councilor Donovan  
**PACTS Policy:** Councilor Caiazzo  
**Pest Management Committee:** Councilor Donovan  
**Planning Board:** Councilor Donovan  
**SEDCO:** Councilor Rowan  
**Senior Advisory Board:** Councilor Rowan  
**Shellfish Conservation Commission:** Councilor Hayes  
**Transportation Committee:** Councilor Caiazzo

Vote: 7 Yeas.

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

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

- Councilor Donovan gave an update on the Metro Coalition.
- Councilor Rowan gave updates on the Housing Alliance Committee and the SEDCO Board.
- Councilor Foley gave an update on the Eastern Trail Meeting.
- Councilor St. Clair gave an update on the Public Safety Building Committee and the Communication Committee.
- Councilor Hayes also spoke on the Public Safety Building Committee as well as the Coastal Waters and Harbor Committee and the Shellfish Conservation Commission
- Councilor Caiazzo gave updates on the School Board Meeting, the Long Range Planning Committee and the Energy Committee.

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

- Reported on information from the offices of Senator Collins and Senator King with regards to money that could be available the opioid crisis.
- Attending the tax mediation session next week and any potential agreement would have to come back to the Council for approval.
- Chairman Babine will speak on the legal opinion on Avenue 2, with a timeline.

Chairman Babine stated that timeline for Avenue 2 is as follows: Wednesday, January 4<sup>th</sup> there would be an executive session with legal counsel at 6:00 p.m. and on Wednesday, February 1<sup>st</sup> there would be a public workshop and at that time it will be determined what the next step is.

**Item 11. Council Member Comments.**

- Chairman Babine noted that Councilor Donovan would also serve on the executive board at ecomaine. Two items: 1. He would like the goals working documents and then to determine the next step the Council takes; do we follow the same process as last year or do something different. He had picked two dates to choose from – Monday, January 9<sup>th</sup> 5:30/6 or Wednesday January 11<sup>th</sup> and noting if we use the consultants it would two nights. 2. He would like to continue the “Coffee Corner” with a one on one with each Councilor. For the Committee assignments he would like have the standard nights/dates and times announced during the Committee/Liaison Reports. He thanked the Council for allowing him to serve on the Finance Committee. Thank you all for your confidence in electing him as Chair. Thank you to the School Board and Superintendent for the invite to the workshop. Merry Christmas!

- Councilor Donovan congratulations to Landry French Construction on receiving the Governor's Award of Excellence.
- Councilor Rowan also thanked the School Board for workshop. He commented on the Southgate Project and preserving a historic building. He recognized the VIPS for helping with the drop-off at Wentworth. He noted that Ed Libby, one of the VIPS, really appreciated the Senior Tax Credit Program here in Town.
- Councilor Foley thanked the Board of Education and legislators as wells Councilors who attended the Boards Workshop. Merry Christmas!
- Councilor Caiazzo wished everyone happy Holidays and Happy New Year.
- Councilor Hayes - Happy Holidays!
- Council St. Clair wished everyone a happy holiday and noted that the Team Kyle Foundation received a \$5000 dollar grant from Town and Country Federal Credit Union and thanked those who voted for the Foundation.

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

Vote: 7 Yeas.

Meeting adjourned at 9:53 p.m.

Respectfully submitted,

Yolande P. Justice  
Town Clerk