

APPENDIX – A

In determining whether a proposed contract zoning is in the public interest and will have beneficial effects on the Town as a whole, which would not result if the property were developed under the existing zoning district classification, the Town Council may consider, but shall not be limited to, the following factors:

- The development proposed by the contract zoning request will have a net positive effect on the Town's tax base or will provide payments in lieu of taxes at least equivalent to the development's projected demand on municipal services.
- The development proposed by the contract zoning request will create either direct or indirect employment opportunities or will otherwise have a positive impact on the Town's economy.
- The development proposed by the contract zoning request will enhance the variety of housing types available in Scarborough.
- The development proposed by the contract zoning request will foster demographic diversity in Scarborough's population.
- The development proposed by the contract zoning request will have the effect of maintaining and enhancing property values in the neighborhood and/or in the Town as a whole.
- The development proposed by the contract zoning request will be designed, constructed and maintained in a way which enhances its surroundings and, particularly if it involves a use different from neighboring uses, will utilize architectural, landscaping and design techniques to achieve reasonable compatibility with neighboring uses.
- The development proposed by the contract zoning request will preserve open space which might not be preserved if the property were developed under the existing zoning district classification.
- The development proposed by the contract zoning request will provide public access to water bodies, open space land or outdoor recreational opportunities.
- The development proposed by the contract zoning request will provide recreational, social or cultural facilities available in whole or in part to the public.
- The development proposed by the contract zoning request will preserve unique or sensitive environmental features.
- The development proposed by the contract zoning request will preserve scenic views, vistas or corridors.
- The development proposed by the contract zoning request will preserve and maintain historical or archeological features.
- The development proposed by the contract zoning request will preserve agricultural uses or agricultural lands.
- The applicant has volunteered to provide or to fund off-site improvements or activities in exchange for, and related to, any relaxation of the standards of the current zoning district classification. Examples include, but are not limited to, preservation of off-site wetlands in return for the ability to fill or disturb certain wetlands on the site, and preservation of off-site open space in return for the allowance of higher density on the site.

Appendices

- The development proposed by the contract zoning agreement will provide goods, services or amenities desirable for community life.

APPENDIX – B

Summary of Procedural Steps for Contract Zoning

This summary is intended to provide a shorthand guide to the contract zoning process for applicants, Town officials and the public. This summary does not substitute for the text of Section II(I) of the Zoning Ordinance, which governs the process for contract zoning.

Phase 1 – Preliminary Joint Review by Planning Board and Town Council

Step One: The applicant files an application for contract zoning with the Town Planner.

Step Two: The Town Planner evaluates the application for completeness.

Step Three: The Planning Board and Town Council conduct a joint meeting for preliminary review of the contract zoning application. The joint meeting includes:

- a. Public hearing under 30-A M.R.S.A. § 4352(8).
- b. Planning Board comments on the land use implications of the proposed contract zoning.
- c. Council discussion of the proposed contract zoning.
- d. Council's preliminary direction to the applicant concerning further proceedings on the contract zoning request.

Phase 2 – Planning Board Plan Review

Step Four: The applicant files the application for site plan approval (and subdivision approval, if required).

Step Five: After public hearing, the Planning Board grants preliminary, provisional approval to the site plan (and subdivision plan, if required).

Phase 3 – Town Council Action

Step Six: The Town Council holds the first reading of the contract zoning amendment.

Step Seven: The Town Council holds a public hearing.

Step Eight: The Town Council holds the second reading and votes on the contract zoning amendment.

Step Nine: The applicant records the contract zoning agreement in the registry of deeds.

Phase 4 – Final Planning Board Action

Step Ten: The Planning Board grants final site plan approval (and subdivision approval, if required).

APPENDIX – C

The site analysis required by section II(I)(4)(a)(i) of the Zoning Ordinance above shall address the following factors in narrative form, accompanied by any maps, plans and graphics which the applicant believes will aid the Town Council and Planning Board in understanding the site. If any of the factors are inapplicable, the applicant shall explain why.

Natural Features

- Wetlands and wetland buffers and applicable regulations
- Regional storm water patterns
- Soils and their limitations for development
- Slope categories
- Topographic features such as ridgelines and rock outcrops
- Vegetative cover and features such as cover type, significant trees, orchards, and rare plants
- Wildlife habitat and corridors including deer wintering areas, moose wallows, rare/threatened/endangered species, nesting areas, and open water

Cultural Features

- Scenic and rural roads
- Hiking trails informal and designated
- Snowmobile trails mapped with permission of landowner
- Stone walls
- Historic structures, monuments and markers
- Cemeteries
- Views of and from the site
- Historic uses of the site
- Alterations to the land such as gravel mining, topsoil removal and timber harvesting

Community Relationships

- Access to adjacent properties
- Bus routes that serve the site
- Greenways and trail systems

Institutional Factors

- Zoning (applicability, performance standards, space/bulk requirements, cluster options)
- Utility services
- Current road system

Composite Analysis

- A diagram that illustrates those parts of the site which have (a) no constraints, (b) moderate restraints and (c) severe restraints

APPENDIX D

**Town of Scarborough
Maintenance Declaration
For Private Way**

This Maintenance Declaration for Private Way (hereinafter called "Declaration") is made as of the _____ day of _____, 200__, by _____, whose mailing address is _____, (hereinafter called "Declarant").

WITNESSETH

Whereas, the Declarant is the owner of certain real property situated in Scarborough, Cumberland County, Maine, which property is shown on a plan entitled Plan of Private Way [insert name of private way], Scarborough, Maine, prepared by _____, dated _____, and recorded [to be recorded] in the Cumberland County Registry of Deeds (hereinafter called the "Plan");

Whereas, the Declarant is required by the Zoning Ordinance, Section IX, Subsection I, of the Town of Scarborough to outline and declare the respective duties and obligations of the owners of the lots and owners of the private way as shown on the Plan with regard to the construction, maintenance, repair and plowing of the private way shown on the Plan (hereinafter called the "Private Way");

Now, therefore, the Declarant hereby declares as follows:

1. [Explain who will be responsible] shall be responsible for the cost of constructing, maintaining, repairing and plowing the Private Way, including required signage, as follows: [describe how responsibility is apportioned and any other details of allocation of responsibilities].
2. The Private Way [describe ownership arrangement, for example: "shall be owned in fee by the Declarant subject to an easement in favor of the owners of the lots shown on the Plan"].
3. In the event that any of the lots shown on the Plan are divided or in the event any remaining land of Declarant is subsequently divided into lots which are served by the Private Way, then such resulting lot or lots shall become subject to this Declaration and to any modifications to this Declaration which the Declarant or the Declarant's successors in interest shall deem advisable in order to adjust the duties and responsibilities of this Declaration equitably among the owners of all lots served by the Private Way.
4. The Declarant, for himself/herself and for his/her heirs, successors and assigns, acknowledges, understands and agrees that the Town of Scarborough is not responsible for the construction, maintenance, repair or plowing of the Private Way shown on the Plan.

5. The duties and obligations imposed by this Declaration shall run with the land and shall be transferred to any donee, purchaser or other transferee of any portion of the real estate subject to this Declaration. Reference to this Declaration shall be made in all deeds conveying any of the lots shown on the Plan or any portion of the Private Way.
6. [For extensions of existing private ways only.] The private way subject to this Maintenance Declaration is an extension of an existing private way which served lots created prior to November 1, 2006; the Declarant has contacted the owners of such lots, has offered them the opportunity to make their properties subject to the Maintenance Declaration and they have [declined/accepted] that offer; and the Declarant has submitted to the Scarborough Planning Department a notarized affidavit confirming the Declarant's compliance with this paragraph.
7. None of the lots served by the Private Way shall be conveyed and no building permit shall be issued for any lot served by the Private Way until this Declaration is recorded in the Cumberland County Registry of Deeds.

Witness

Name

STATE OF MAINE

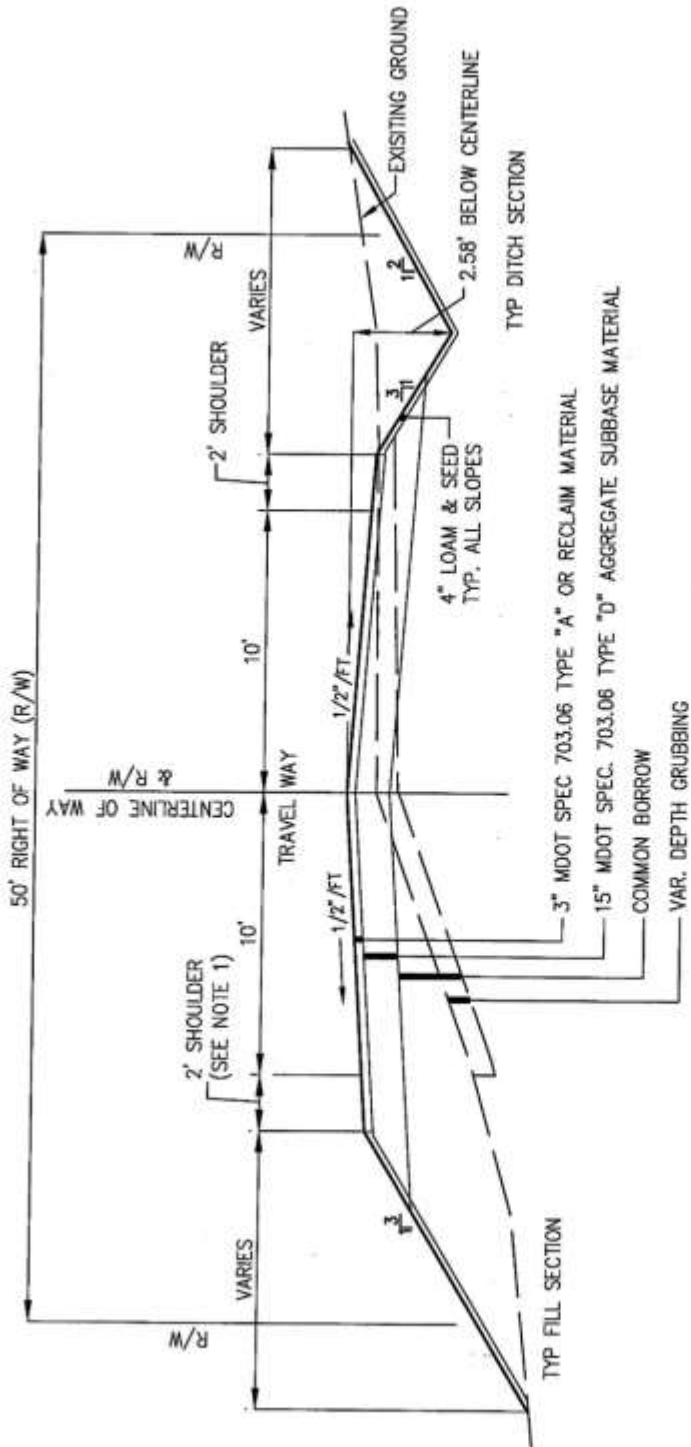
COUNTY OF _____ [county] _____, ss.

_____ [date] _____

PERSONALLY APPEARED, the above-named _____ [name] _____ as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed.

Notary Public/ Attorney at Law

Appendix D – Drawing Number 1



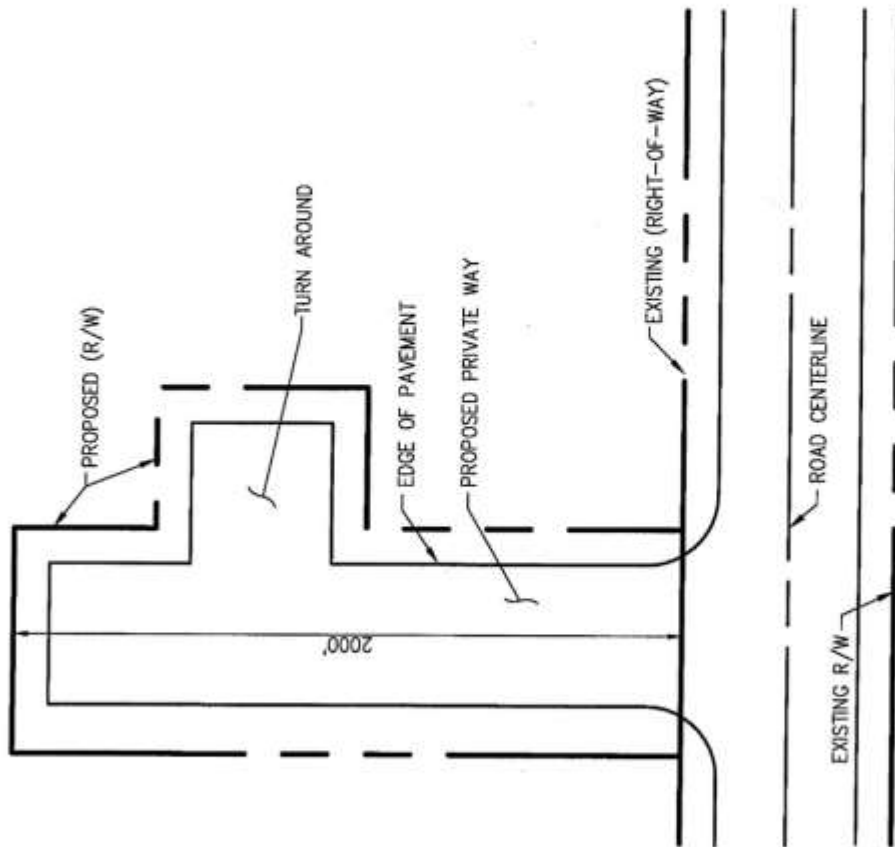
TYPICAL SECTION - PRIVATE WAY
SCALE: 1"=5'

NOTES:

1. THE SHOULDER SHALL BE WIDENED TO 5.0' WHERE UNDERGROUND POWER/ COMMUNICATIONS & GAS ARE PROPOSED (SEE DRAWING NUMBER 3 FOR TYPICAL UTILITY LOCATION)

DRAWING NUMBER 1

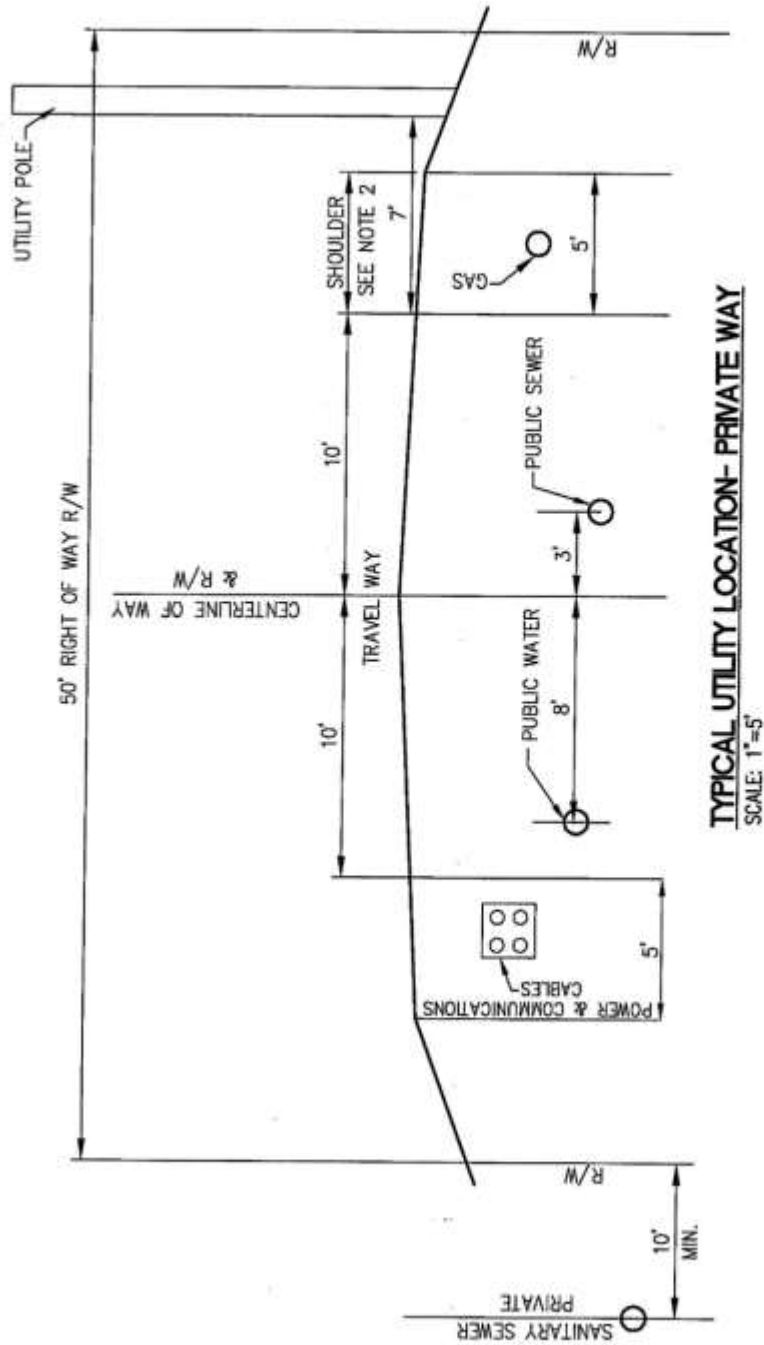
Appendix D – Drawing Number 2



METHOD OF MEASUREMENT FOR DEAD END - PRIVATE WAY
SCALE: N.T.S.

DRAWING NUMBER 2

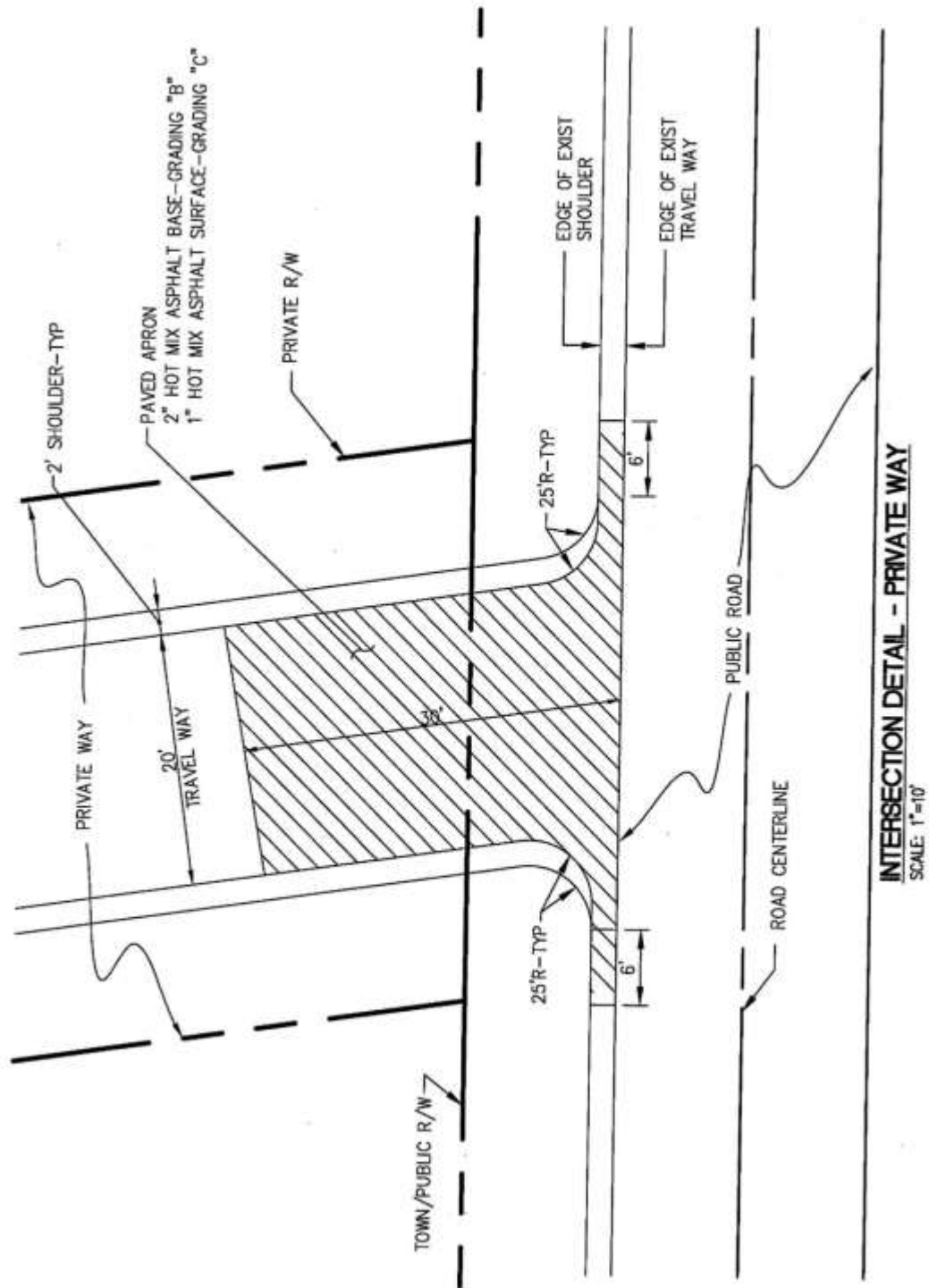
Appendix D – Drawing Number 3



- NOTES:
1. THE DEPTH OF ALL UTILITIES SHALL BE AS RECOMMENDED BY THE APPROPRIATE AUTHORITY.
 2. THE SHOULDER SHALL BE WIDENED TO 5.0' WHERE UNDER GROUND POWER/COMMUNICATIONS & GAS ARE PROPOSED (SEE DRAWING NUMBER 1 FOR TYPICAL SECTION)

DRAWING NUMBER 3

Appendix D – Drawing Number 4



DRAWING NUMBER 4

APPENDIX E

**Town of Scarborough
Registration of Accessory Units**

Property Owner _____

Property Address _____

Deed Reference _____

I/We will be occupying the property located at _____

as my/our primary/seasonal residence.

_____ The number of people living in the accessory unit will not exceed two (2)

_____ I/We understand that in the event that I/We move out of or sell this property, the property will revert to a single family or previous use.

_____ If I/We are found to be in non-compliance of any of the performance standards of Section IX. Performance Standards, I. Performance Standards-Accessory Units of the Zoning Ordinance town of Scarborough (as determined by the Scarborough Code Enforcement Officer) the property will revert to a single family or previous use and I/We may be subject to a fine of up to two thousand five hundred dollars (\$2500.00).

_____ I/We understand that this Registration expires 5 years after the date of recording.

I/we certify the above statements are true

X _____ Date _____

X _____ Date _____

X _____ Date _____

All owners of record must sign this form

STATE OF MAINE

COUNTY OF _____, ss.

Date: _____

PERSONALLY APPEARED the above-named _____ and made oath that the foregoing statements made by him/her are true based upon his/her personal knowledge.

Notary Public/ Attorney at Law

APPENDIX F

[With Amendments as of July 17, 1991]
[With Amendments as of August 5, 1992]
[With Amendments as of October 21, 1992]
[With Amendments as of November 4, 1992]
[With Amendments as of January 20, 1993]
[With Amendments as of February 17, 1993]
[With Amendments as of November 17, 1993]
[With Amendments as of December 15, 1993]
[With Amendments as of January 5, 1994]
[With Amendments as of April 6, 1994]
[With Amendments as of June 1, 1994]
[With Amendments as of August 17, 1994]
[With Amendments as of October 19, 1994]
[With Amendments as of November 2, 1994]
[With Amendments as of November 16, 1994]
[With Amendments as of December 21, 1994]
[With Amendments as of February 1, 1995]
[With Amendments as of February 15, 1995]
[With Amendments as of April 5, 1995]
[With Amendments as of May 17, 1995]
[With Amendments as of July 5, 1995]
[With Amendments as of September 6, 1995]
[With Amendments as of March 6, 1996]
[With Amendments as of May 1, 1996]
[With Amendments as of July 3, 1996]
[With Amendments as of August 21, 1996]
[With Amendments as of January 6, 1997]
[With Amendments as of August 6, 1997]
[With Correction as of August 20, 1997]
[With Amendments as of September 3, 1997]
[With Amendments as of November 4, 1997]
[With Amendments as of November 5, 1997]
[With Amendments as of November 17, 1997]
[With Amendments as of December 3, 1997]
[With Amendments as of May 6, 1998]
[With Amendments as of May 20, 1998]
[With Amendments as of June 3, 1998]
[With Amendments as of May 5, 1999]
[With Amendments as of December 15, 1999]
[With Amendments as of June 21, 2000]
[With Amendments as of September 20, 2000]
[With Amendments as of October 4, 2000]
[With Amendments as of February 7, 2001]
[With Amendments as of September 19, 2001]
[With Amendments as of October 3, 2001]
[With Amendments as of March 20, 2002]
[With Amendments as of April 2, 2002]
[With Amendments as of August 21, 2002]
[With Amendments as of September 4, 2002]
[With Amendments as of November 6, 2002]
[With Amendments as of November 20, 2002]

[With Amendments as of December 4, 2002]
[With Amendments as of April 16, 2003]
[With Amendments as of May 7, 2003]
[With Amendments as of May 21, 2003]
[With Amendments as of June 18, 2003 –
Repealed by Referendum Vote on
July 29, 2003]
[With Amendments as of November 5, 2003]
[With Amendments as of March 17, 2004]
[With Amendments as of July 21, 2004]
[With Amendments as of September 15, 2004]
[With amendments as of October 20, 2004]
[With Amendments as of November 3, 2004]
[With Amendments as of December 1, 2004]
[With Amendments as of December 15, 2004]
[With Amendments as of May 4, 2005]
[With Amendments as of June 1, 2005]
[With Amendments as of August 17, 2005]
[With Amendments as of September 21, 2005]
[With Amendments as of November 2, 2005]
[With Amendments as of November 16, 2005]
[With Amendments as of February 1, 2006]
[With Amendments as of March 1, 2006]
[With Amendments as of May 3, 2006]
[With Amendments as of August 16, 2006]
[With Amendments as of November 01, 2006]
[With Amendments as of December 20, 2006]
[With Amendments as of February 21, 2007]
[With Amendments as of June 7, 2007]
[With Amendments as of June 20, 2007]
[With Amendments as of September 5, 2007]
[With Amendments as of September 19, 2007]
[With Amendments as of February 6, 2008]
[With Amendments as of February 20, 2008]
[With Amendments as of February 20, 2008]
[With Amendments as of April 30, 2008]
[With Amendments as of May 21, 2008]
[With Amendments as of September 28, 2008]
[With Amendments as of November 5, 2008]
[With Amendments as of March 4, 2009]
[With Amendments as of May 20, 2009]
[With Amendments as of August 19, 2009]
[With Amendments as of March 3, 2010]
[With Amendments as of May 5, 2010]
[With Amendments as of May 19, 2010]
[With Amendments as of July 21, 2010]
[With Amendments as of September 15, 2010]
[With Amendments as of December 1, 2010]
[With Amendments as of April 6, 2011]
[With Amendments as of February 15, 2012]
[With Amendments as of June 20, 2012]
[With Amendments as of July 18, 2012]
[With Amendments as of September 5, 2012]

Amendment Dates

[With Amendments as of July 2013]
[With Amendments as of August 2013]
[With Amendments as of March 6, 2014]
[With Amendments as of August 18, 2014]
[With Amendments as of October 15, 2014
with an effective date of November 15, 2014]
[With Amendments as of December 3, 2014]
[With Amendments as of March 18, 2015]
[With Amendments as of July 15, 2015]
[With Amendments as of December 2, 2015]
[With Amendments as of January 20, 2016]
[With Amendments as of March 2, 2016]
[With Amendments as of June 15, 2016]
[With Amendments as of September 7, 2016]
[With Amendments as of March 15, 2017]
[With Amendments as of July 19, 2017]
[With Amendments as of September 6, 2017]
[With Amendments as of March 7, 2018]
[With Amendments as of June 20, 2018]
[With Amendments as of November 28, 2018]
[With Amendments as of March 6, 2019]
[With Amendments as of May 15, 2019]
[With Amendments as of June 5, 2019]
[With Amendments as of July 17, 2019]
[With Amendments as of January 22, 2020]
[With Amendments as of May 6, 2020]
[With Amendments as of May 20, 2020]
[With Amendments as of June 3, 2020]
[With Amendments as of September 2, 2020]
[With Amendments as of February 17, 2021]
[With Amendments as of April 21, 2021]
[With Amendments as of November 3, 2021]
[With Amendments as of May 4, 2022]
[With Amendments as of July 20, 2022]
[With Amendments as of October 5, 2022]
[With Amendments as of January 4, 2023]
[With Amendments as of May 3, 2023]
[With Amendments as of May 17, 2023]
[With Amendments as of June 7, 2023]
[With Amendments as of July 19, 2023]