

**AMENDED
AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 19, 2015
WORKSHOP ON AVESTA TIF – 6:30 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: July 15, 2015 – Regular Meeting.
July 22, 2015 – Special 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. 15-057, 7:00 p.m. Public hearing and second reading on the proposed Contract Zone from Avesta to establish a 50 unit affordable housing development at 577 U.S. Route One.

Order No. 15-060, 7:00 p.m. Public hearing and action on the new requests for a Food Handlers License: a. Shawn Doll, d/b/a Sweet Frog Scarborough, located at 300 Gallery Blvd. and b. Scott Edwards d/b/a On The Vine Market Place, located at 591 US Route One.

OLD BUSINESS: None at this time.

NEW BUSINESS:

Order No. 15-061. First reading and refer to the Planning Board the proposed amendments to Chapter 405 the Scarborough Zoning Ordinance to establish a Small Batch Processing Facilities use and definition; performance standards; and the zoning districts in which to allow these facilities.

Order No. 15-062. First reading on an order designating the Avesta Housing Affordable Housing Municipal Development and Tax Increment Financing District and Adopting the development program for such District and schedule a public hearing and second reading for September 2, 2015.

Order No. 15-063. Act on the review of dangerous building located at 341 U.S. Route One and schedule a public hearing for September 16, 2015, pursuant to Title 17 M.R.S.A. §2581.

Order No. 15-064. Act on the request from the Scarborough Senior Advisory Committee to increase the number of members to seven with two alternates, for a total of nine members.

Order No. 15-065. Act on the request to certify the results of the School Budget Validation Referendum that was held on Tuesday, August 4, 2015.

Order No. 15-066. Act to authorize the use of Land Bond Funds for the Historic Preservation of the “Danish Village Archway” in an amount not to exceed \$25,000.

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 – AUGUST 19, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-057. Move approval of the second reading on the proposed Contract Zone from Avesta to establish a 50 unit affordable housing development at 577 U.S. Route One.



July 2, 2015
15091

Mr. Thomas Hall
Town Manager
Town Of Scarborough
259 U.S. Route 1
Scarborough, ME 04074-0360

Application for Contract Zone- Joint Review by Planning Board and City Council
Southgate House, 577 U.S. Route 1 Scarborough Maine

Dear Mr. Hall:

On behalf of Avesta Housing, we are pleased to submit the enclosed documents for the continued review of the Contract Zone application for Southgate House, a proposed 50 unit affordable housing project at 577 U.S. Route 1.

The applicant filed an application for contract zoning which was reviewed in a joint meeting of the Town Council and Planning Board on April 6, 2015. At that meeting Council advised the applicant to continue to process the request for contract zoning. The applicant submitted a sketch plan application that was reviewed by the Planning Board on June 1, 2015 and subsequently submitted a Site Plan application which received preliminary, provisional approval from the Planning Board on June 22, 2015.

During the review process minor changes to the site plan have been made, primarily related to the proposed parking for the site. The Planning Board and applicant anticipate continued review of the site plan details, primarily related access to the site from Route 1. We have met with Town's traffic peer review engineer and planning staff to develop alternatives for the site access. At the suggestion of the Town Planner, the applicant will submit materials to address staff review comments and request a continued review by the Planning Board related to the site access design while the Council deliberates on the contract zone agreement.

The project's application for a Stormwater Permit from the Maine Department of Environmental Protection has been submitted and will also be reviewed concurrent with the Planning Board and Town Council's consideration.

The project is relatively unchanged in scope since the Council's initial review and remains a 50 unit affordable housing development comprised of 8 units in the historic Southgate House and 42 units in a new multiplex building. All of the units will be affordable apartments that cannot be converted to market rate units. The project proposes to provide a total of 55 parking spaces equivalent to one space per unit, with 5 additional parking spaces, or stated alternatively as 1.1 parking spaces per unit. The details of the project presented in our initial Contract Zone application remain applicable and we have provided electronic copies of that application to the Town Clerk.

Enclosed with this letter are the following items:

- A revised Contract Zone agreement for the Council's consideration. The enclosed document has been revised to reflect the scope of the project that received preliminary provisional approval from the Planning Board.
- A revised site plan rendering reflecting the current design for the project, as presented to the Planning Board on June 22, 2015.
- A partial set of design plans reflecting the current design of the project as presented to the Planning Board on June 22, 2015 including a site plan and landscape plan.
- Current conceptual architectural plans for the proposed building as presented to the Planning Board on June 22, 2015.

With this submission, we are requesting that the contract zone be scheduled for a first reading at the Council's next regularly scheduled meeting on July 15, 2015.

We would be happy to meet with you to review the application at your earliest convenience to address any comments. Thank you for your consideration. Please contact me if you have any questions or require additional information

Sincerely,

SEBAGO TECHNICS, INC.



Daniel L. Riley, P.E.
Senior Project Manager

Cc: Kyle Ambler, Avesta Housing
Jay Chase, Town of Scarborough

DLR:jag

Attachment 1

Contract Zone Agreement

**CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH AND
AVESTA HOUSING DEVELOPMENT CORPORATION**

This Contract Zoning Agreement made as of the ____ day of _____, 2015, by and between the TOWN OF SCARBOROUGH, a body corporate and politic, located in the County of Cumberland and State of Maine (hereinafter the “Town”), and AVESTA HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation, with an address of 307 Cumberland Avenue, Portland, Maine 04101 (together with its successors and assigns, including subsequent record owners of the property described in this Agreement, hereinafter “Avesta”), pursuant to the Contract Zoning provisions of Section II, Subsection I of the Scarborough Zoning Ordinance:

WHEREAS, Avesta intends to purchase a parcel of real estate located at 577 U.S. Route One, Scarborough, Maine, consisting of approximately 3.05 acres with the buildings and improvements thereon, being Parcel 37 on the Town’s Tax Map U034 (hereinafter the “Property”); and

WHEREAS, the Property is currently in the Town and Village Centers Fringe (TVC3) District and a portion of the Property is also subject to the Shoreland Overlay District provisions of the Shoreland Zoning Ordinance; and

WHEREAS, the TVC3 District presently allows, as a permitted use, multifamily dwellings limited to no more than twelve (12) units per building, so long as such building is serviced by public sewer, and accessory units subject to certain performance standards, but not multifamily dwellings containing a greater number of units per building; and

WHEREAS, Avesta wishes to develop the Property as an affordable rental housing complex consisting of the existing 7-unit historic building that will be renovated to include 8 units, a to-be-constructed 42-unit building, an existing barn that will be renovated and may include community space for occupants, and a second existing barn that may be preserved due to its historic value (the “Project”). The new 42-unit building will exceed the maximum number of units per building currently permitted in the TVC3 Zone; and

WHEREAS, Avesta demonstrates that the proposed use can be carried on with fewer parking spaces than required by the off-street parking regulations in Section XI of the Zoning Ordinance; and

WHEREAS, the maximum density within the TVC3 Zone for multi-family dwellings is 5 dwelling units per acre of net lot area, and the Project will exceed this maximum density; and

WHEREAS, although the Project would qualify for Additional Residential Density Thru Affordable Housing pursuant to Section XVIII.D(E)(3) of the Scarborough Zoning Ordinance, the Project as proposed would still exceed the maximum density; and

WHEREAS, the Property contains an existing multi-family building and a barn that will be rehabilitated in a good and worker-like manner; and

WHEREAS, the Planning Board, pursuant to Section II(I)(4), of the Zoning Ordinance and 30-A M.R.S.A. §4352(8), and after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid; and

WHEREAS, the Project will serve the Town's objective of encouraging affordable housing both generally and through density bonus provisions within the Town's residential areas and districts (Chapter 5, Objective A.4.a. of the Comprehensive Plan) by constructing an affordable housing opportunity within a growth area; and

WHEREAS, the Project serves the goals of Chapter 5 (Objective A.2.) of the Comprehensive Plan by using public sewer and water facilities; and

WHEREAS, the Project fulfills the goals of Chapter 5 (Objective A.4.b.) of the Comprehensive Plan encouraging a choice of housing for residents of all ages and incomes by providing affordable housing within a growth area;

WHEREAS, the Project helps to achieve the objectives of Chapter 5 (Objective H.2), in which the Town endeavors to assure that at least ten percent of new housing units created in Scarborough are affordable; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Policies and Future Land Use Plan of Part B of the Scarborough Comprehensive Plan; and

WHEREAS, the Town of Scarborough, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Subchapter 2, and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Contract Zoning Agreement.

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 hereby amends the Zoning Map of the Town of Scarborough, by adopting the map change amendment shown on Attachment 1.

2. Avesta is authorized to create the Project, including the renovation of the existing 7-unit building such that it includes 8 units, construction of a new 42-unit building, renovation of an existing barn to provide community space for Project occupants, and preservation of a second barn on the Property. Construction and use of the Project shall be subject to the following conditions:

- (a) Building Height: The maximum building height for the new 42 unit building shall be four (4) stories and as shown on the Site Plan approved by the Town of Scarborough Planning Board. The new 42 unit building shall be a maximum height of approximately 45 feet. The final building height for the Project shall be approved by the Planning Board as part of site plan and subdivision approval.
- (b) Permitted Uses: The uses allowed or permitted on the Property shall be limited to (i) an affordable housing complex with one 8-unit building and one 42-unit building, (ii) a

separate building for community space, for use by Project occupants, and (iii) accessory uses. Avesta also may either (a) retain and maintain the existing barn on the Property furthest from Route 1 which will not be converted into community recreation and/or meeting space, the use of which will be consistent with, and incidental to the affordable housing use, such as equipment storage, security or maintenance, office and staff accommodations, or merely historic preservation; or (b) remove and/or demolish said barn, provided that such removal or demolition shall be approved by the Planning Board prior to any such action.

- (c) Building Design: Project design, style and materials shall be substantially as depicted on the building elevations submitted during site plan and subdivision review, with any changes thereto as approved by the Planning Board.
- (d) Landscaping: The Property shall be landscaped to enhance the general appearance of the project from surrounding properties as determined by the Planning Board at the time of site plan and subdivision approval. The landscaping shall be maintained by Avesta or its successors or its successors in interest. After the date of approval of this Contract Zoning Agreement, there shall be no significant amount of removal of existing trees or other vegetation except as indicated on an approved Site Plan.
- (e) Density: The maximum net residential density shall be fifty (50) dwelling units, including the renovation of the existing building such that it includes eight (8) units and the construction of a new 42 unit building.
- (f) Residents: The Project shall be “Affordable Housing” as defined on the zoning Ordinance, and occupancy of the Project shall be limited to individuals or families with an income that is less than or equal to Eighty Percent (80%) of area median income as more particularly defined in Article VI of the Zoning Ordinance.
- (g) Sewer and Water: The facility will be served by both public water and public sewer.
- (h) Setbacks: The front yard shall be a minimum of 25 feet, and side and rear yards shall be a minimum of 15 feet, excluding accessory buildings and excluding the existing location of a barn within 15 feet from the sideline of the Property. The existing, nonconforming setback of the barn will be maintained. Additionally, the maximum front yard shall be increased to allow for the removal of an existing porch. All of the setbacks and building locations shall be as shown on the Site/Subdivision Plan, approved by the Planning Board.
- (i) Parking: The Project shall provide a minimum of fifty five (55) off-street parking spaces. The dimensions and arrangement of the parking spaces shall be as generally shown on the Site/Subdivision Plan, approved by the Planning Board.
- (j) Site/Subdivision Plan: The property subject to this Contract Zoning Agreement shall be developed and used only in accordance with the preliminary site and subdivision plan approved by the Scarborough Planning Board on June 22, 2015, as that site plan may be amended from time to time pursuant to the provisions of the Scarborough Site Plan Ordinance. Any amendment which involves the following changes will require an amendment to this Contract Zoning Agreement:
 - (a) any change to the use of the Property; and
 - (b) any increase in the number of units.

3. Avesta shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after its execution by the Town Council.

4. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property except as this Contract Zoning Agreement may be amended by future written agreement with the Town of Scarborough and Avesta or its successors in interest. This Agreement shall be binding upon subsequent record owners of the Property.

The provisions of this Contract Zoning shall operate as an “overlay” zone and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying Zoning District shall apply (other than the maximum net residential density, use, height, setbacks and parking). The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Avesta, its successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Scarborough.

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

The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to Section IV of the Scarborough Zoning Ordinance and through legal action for specific performance of this Agreement. In the event that Avesta, or its successors, or assigns, fail to develop the project in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if Avesta, its successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then this Contract may be terminated by vote of the Scarborough Town Council. In that event, the Property may then be used only for such uses as otherwise allowed by law.

WITNESS:

TOWN OF SCARBOROUGH

By:_____

Thomas Hall, its Town Manager
duly authorized by vote of the
Scarborough Town Council on
_____, 2015

WITNESS:

AVESTA HOUSING
DEVELOPMENT CORPORATION

By:_____

Dana Totman, its President

STATE OF MAINE
CUMBERLAND, SS

_____, 2015

PERSONALLY APPEARED the above named Thomas Hall, Town Manager of the Town of Scarborough as aforesaid, and acknowledged the foregoing instrument to be his free act and 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:

My commission expires:

STATE OF MAINE
CUMBERLAND, SS

_____, 2015

PERSONALLY APPEARED the above named Dana Totman, President of Avesta Housing Development Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said nonprofit corporation.

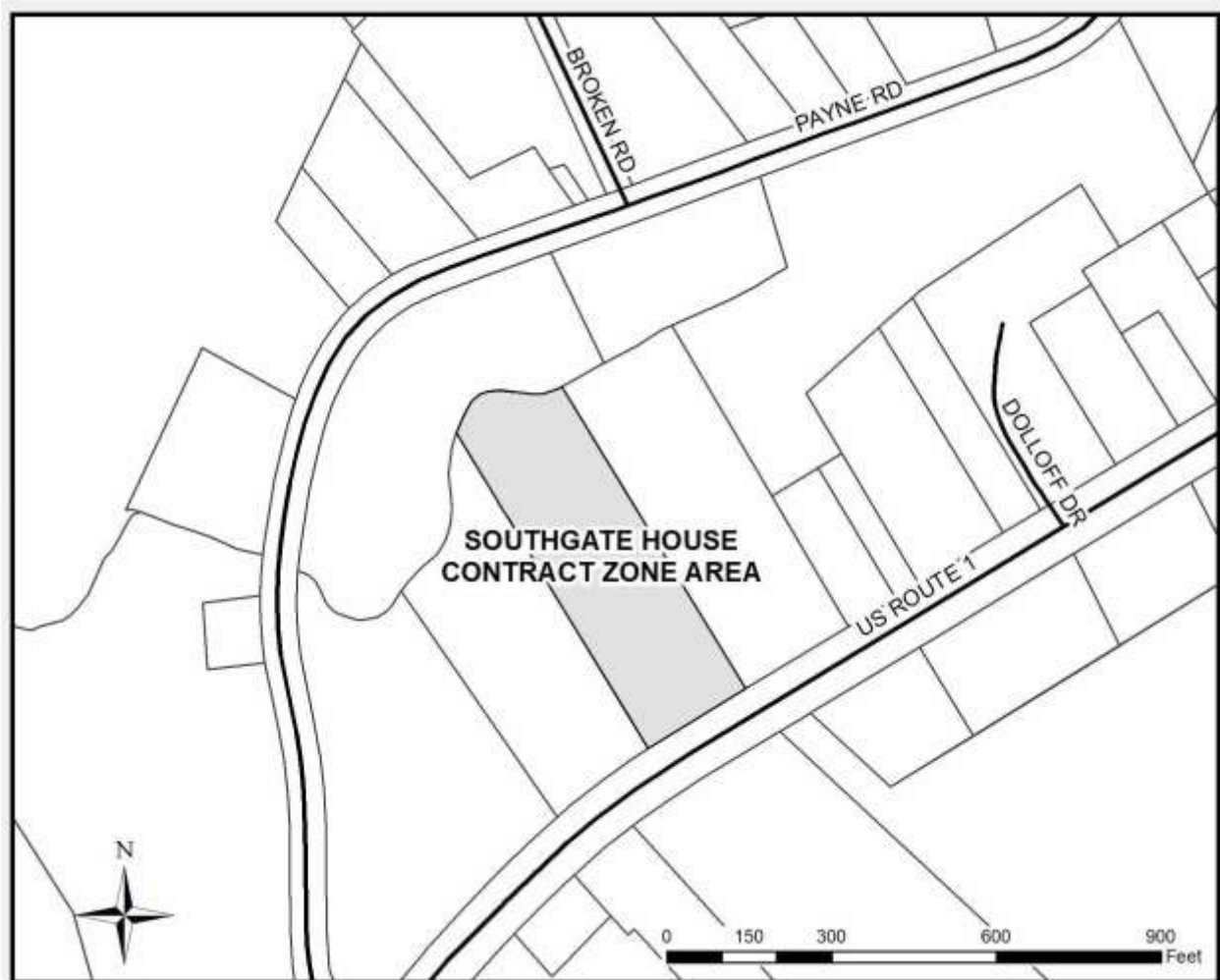
Before me,

Notary Public/Attorney at Law

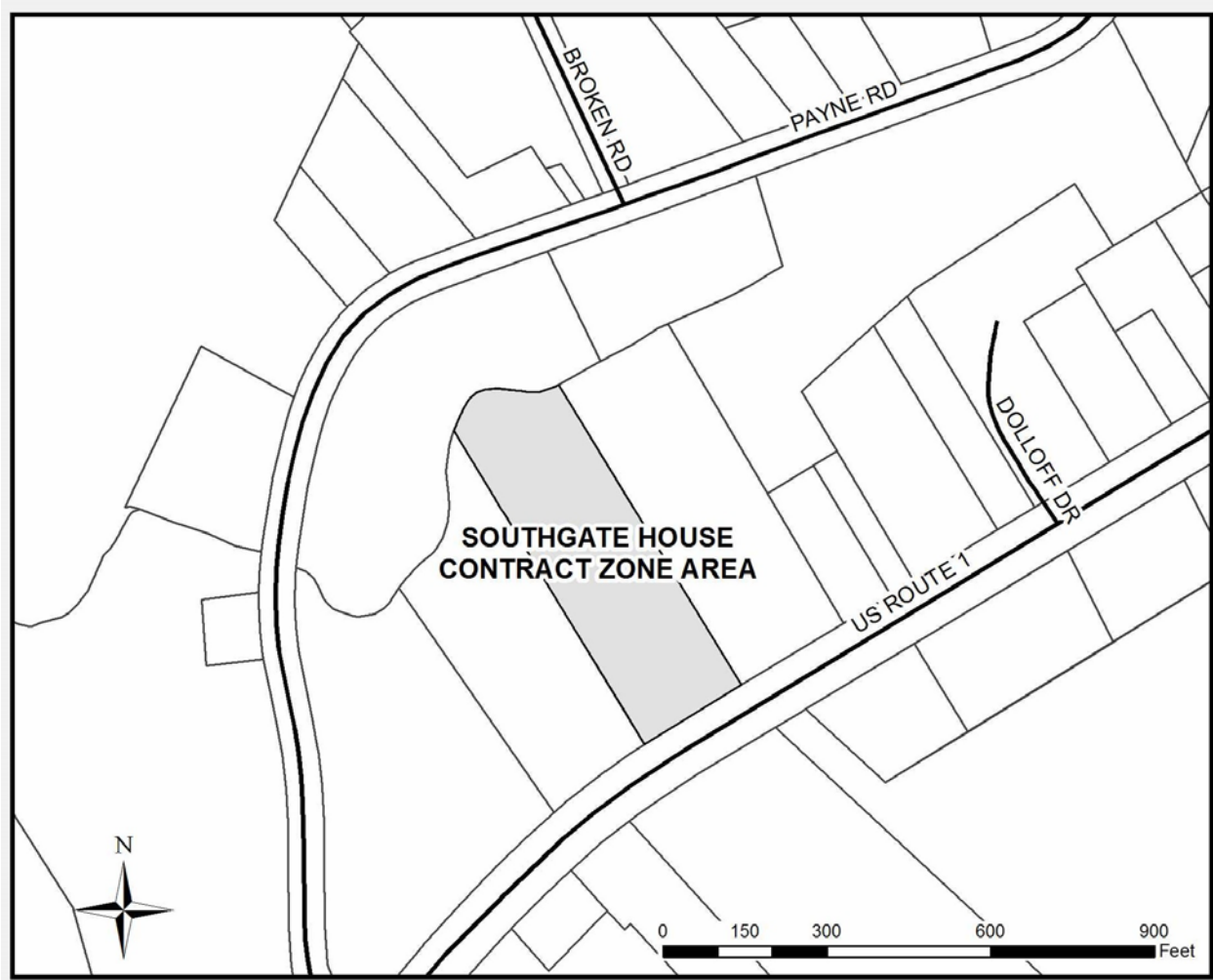
Print name:

My commission expires:

Attachment 1
Zoning Map Amendment



Attachment 1
Zoning Map Amendment



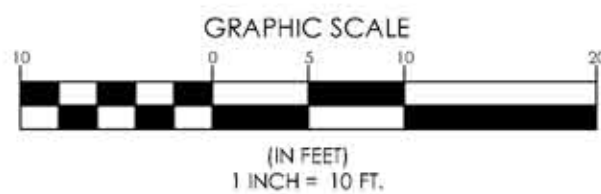
Attachment 2

Site Plans (Reduced Scale)



LEGEND

EXISTING	PROPOSED
—	PROPERTY LINE/R.O.W.
—	CENTERLINE
□	MONUMENT
⊙	IRON PIPE/ROD
▨	BUILDING
—	STREAM
—	EDGE PAVEMENT
—	PAVEMENT SAWCUT
—	EDGE CONCRETE
—	PAVEMENT PAINT
—	EDGE GRAVEL
—	CURB LINE
—	TREELINE
○	DECIDUOUS TREE
⊙	CONIFEROUS TREE
—	MULCH LINE
—	SIGN
—	STOCKADE FENCE



OVERALL LANDSCAPING PLAN

OF: SOUTHGATE HOUSE
577 US ROUTE ONE
SCARBOROUGH, MAINE

FOR: AVESTA HOUSING
307 CUMBERLAND AVENUE
PORTLAND, MAINE 04101

PROJECT NO.	SCALE
15091	1" = 20'

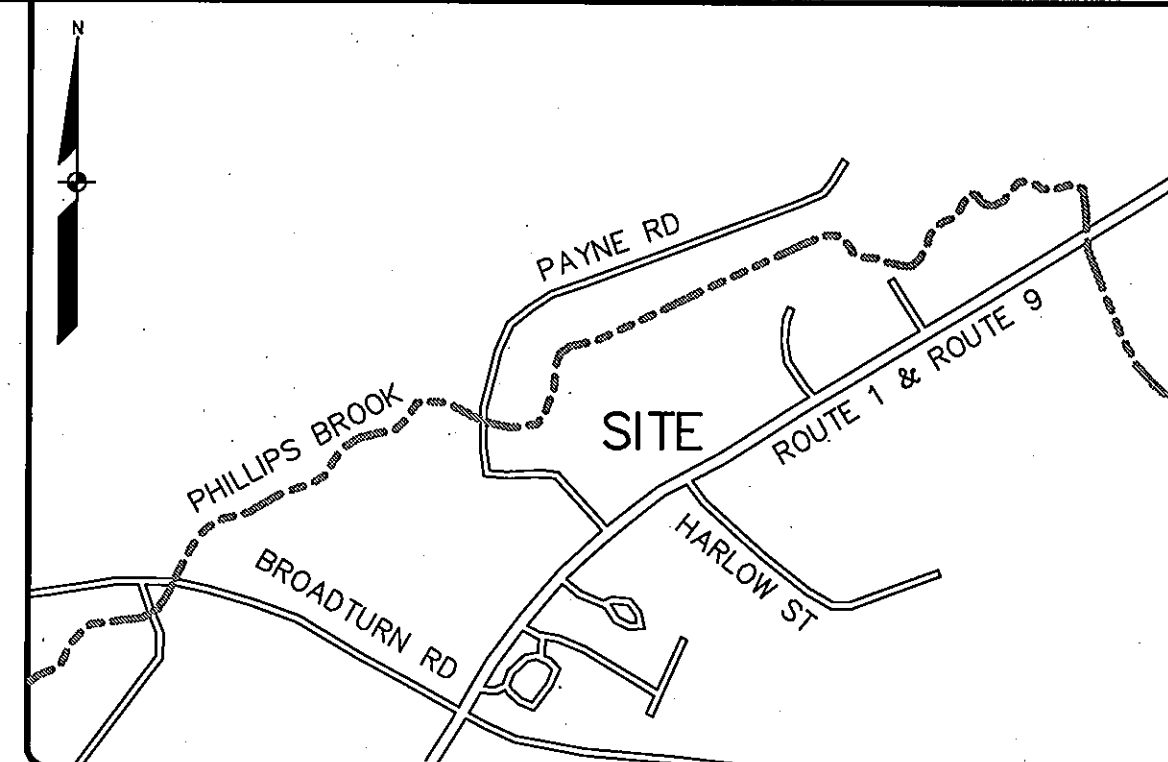
SHEET - OF -

SEBAGO
TECHNICALS

WWW.SEBAGOTECHNICALS.COM
75 John Roberts Rd.
South Portland, ME 04106
Tel: 207-200-2100

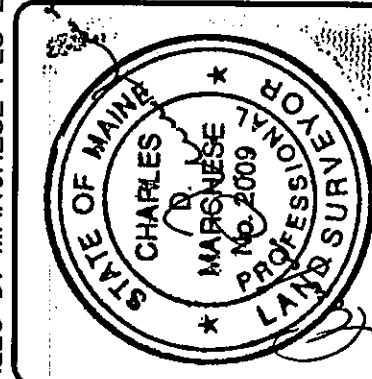
250 Coddard Rd.
Scarborough, ME 04107
Tel: 207-783-5656

DESIGNED	CHECKED
WTC	DLR
A DLR 06-08-15 SUBMITTED FOR PRELIMINARY SITE PLAN REVIEW	
REV: BY:	DATE:
STATUS:	
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICALS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICALS, INC.	



LOCATION MAP

N.T.S



CHARLES D. MARCHESE PLS 2009

[illegible]

S=BAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. Suite 1A	250 Goddard Rd. Suite B
South Portland, ME 04106 Tel. 207-290-2100	Lewiston, ME 04240 Tel. 207-783-5656

EXISTING CONDITIONS PLAN

OF:
SOUTHGATE HOUSE

577 US ROUTE ONE
SCARBOROUGH, MAINE

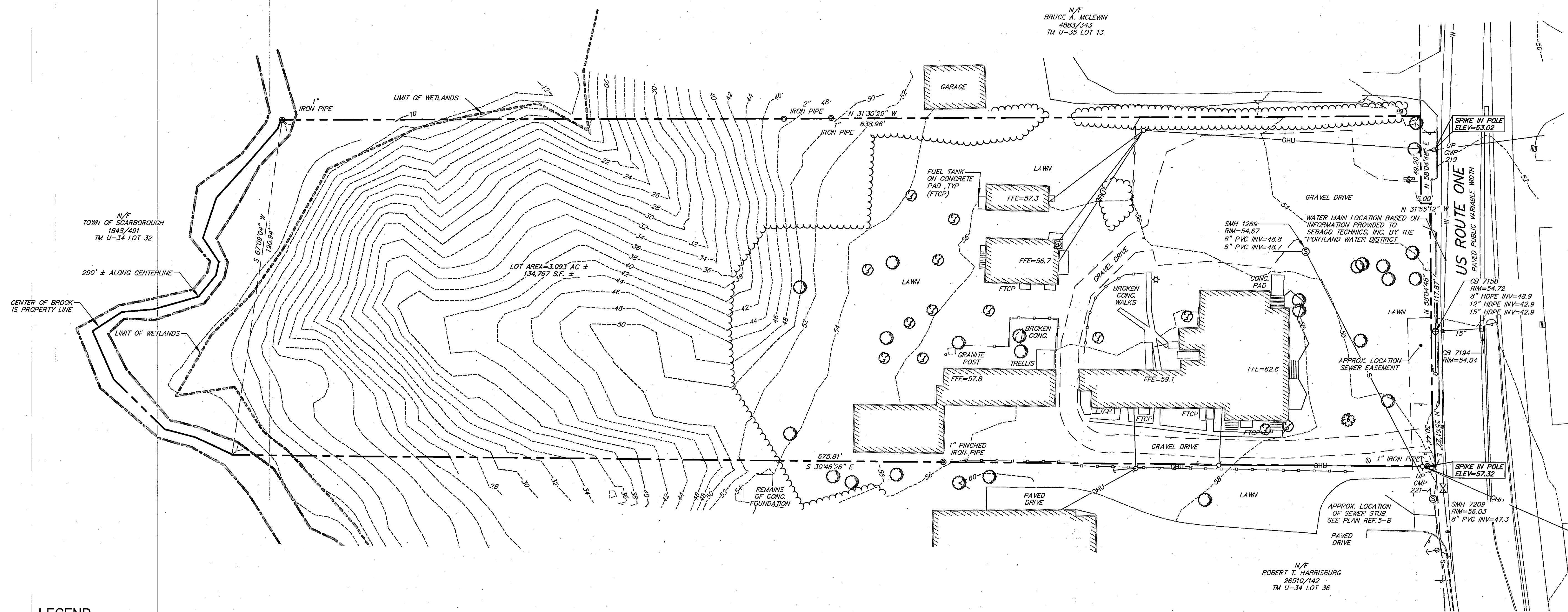
FOR:
AVESTA HOLDINGS

AVESTIA HOUSING
307 CUMBERLAND AVENUE

POP

PROJECT NO.	SCALE
15091	1" = 30'

SHEET 2 OF 11



LEGEND

EXISTING

- | | |
|---|------------------------|
| — — — — — | PROPERTY LINE / R.O.W. |
| — — — — — | CENTERLINE |
| □ | MONUMENT |
| ⊙ | IRON PIPE / ROD |
| | BUILDING |
| ===== | STREAM |
| — — — — — | EDGE PAVEMENT |
| — — — — — | PAVEMENT PAINT |
| — — — — — | EDGE GRAVEL |
| — — — — — | CURB LINE |
| ~~~~~ | TREELINE |
| -+20- - - -118- | CONTOURS |
|  | DECIDUOUS TREE |
|  | CONIFEROUS TREE |
| — — — — — | SIGN |
| □ | STOCKADE FENCE |
| W | WATER |
| — — — — — | WATER GATE VALVE |
| S | SANITARY SEWER |
| ⊙ | SANITARY MANHOLE |
| ⊙ | CATCH BASIN |
| OHU | OVERHEAD UTILITY |
|  | TRANSFORMER PAD |
| ✱ | LIGHT POLE |
| ⊙ | UTILITY POLE |
| ← | GUY WIRE |

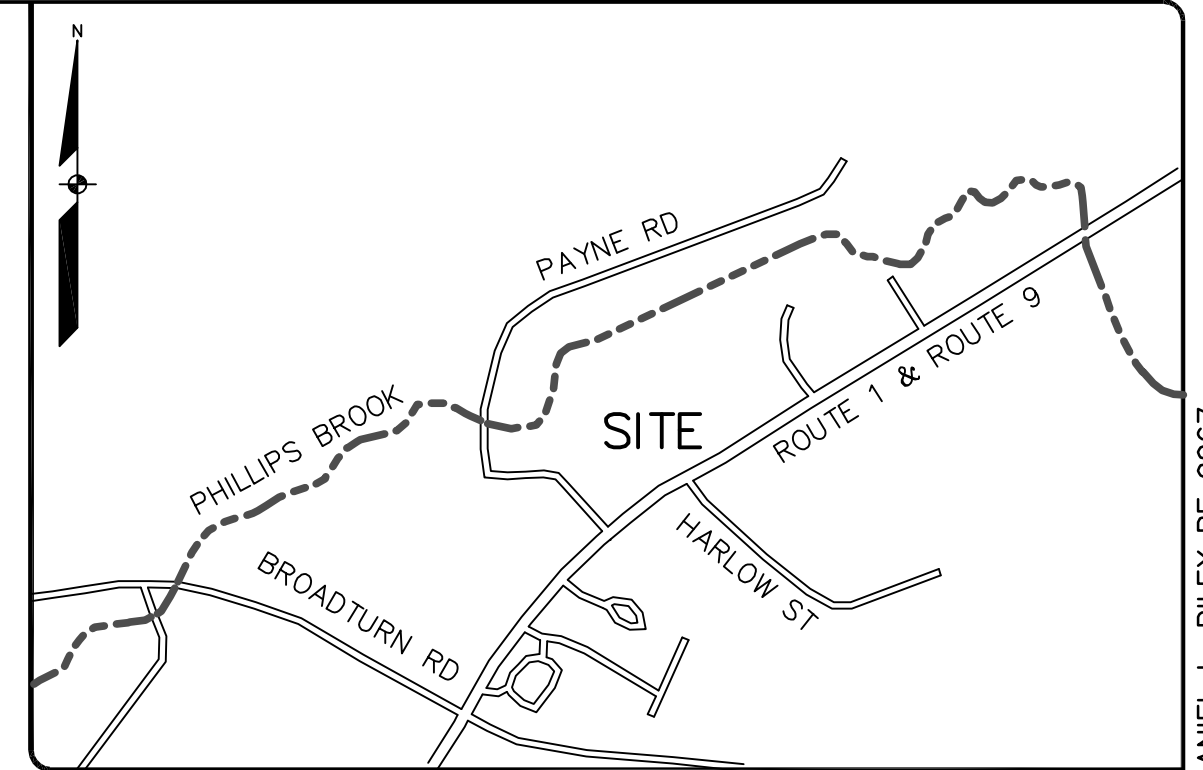
GRAPHIC SCALE

30 0 15 30

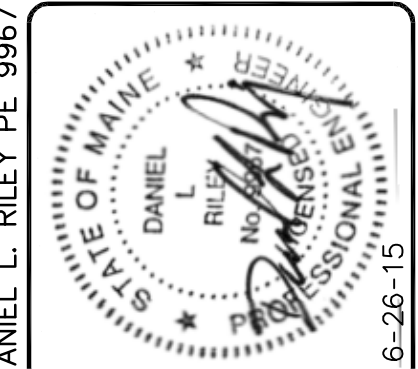
(IN FEET)
1 INCH = 30 FT.

NOTES:

1. THE RECORD OWNER OF THE PARCEL IS AVESTA HOUSING DEVELOPMENT CORPORATION BY DEED DATED APRIL 24, 2015 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 32224 PAGE 312.
2. THE SURVEYED PARCEL IS SHOWN AS LOT 37 ON THE TOWN OF SCARBOROUGH, MAINE'S ASSESSORS MAP U-34.
3. BEARINGS ARE GRID NORTH.
4. THE PARCEL IS LOCATED, BY SCALING METHODS, WITHIN ZONE C (AREAS OF MINIMAL FLOODING) AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF SCARBOROUGH, MAINE COMMUNITY PANEL NO. 230052-0020-D WITH AN EFFECTIVE DATE OF JUNE 19, 1985.
5. PLAN REFERENCES
 - A. PLAN OF BOUNDARY SURVEY 591 US ROUTE ONE SCARBOROUGH, MAINE MADE FOR KEVIN THURLOW DATED AUGUST 19, 2013 REVISED THROUGH 10-8-14 BY TITCOMB ASSOCIATES AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 214 PAGE 453.
 - B. RECORD PLAN U.S. ROUTE 1 PLAN AND PROFILE SCARBOROUGH, MAINE DATED JUNE 1988 SHEET 3 OF 4.
 - C. MAINE STATE HIGHWAY COMMISSION PLAN OF PROPOSED RELOCATION STATE HIGHWAY A SCARBORO CUMBERLAND COUNTY DATED OCTOBER 1938 DOT FILE NO. 3-44
 - D. STATE OF MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP STATE HIGHWAY 1 SCARBOROUGH CUMBERLAND COUNTY DATED NOVEMBER 1981 SHEETS 2 AND 3 OF 3 DOT FILE NO. 3-302.
 - E. STATE OF MAINE DEPARTMENT OF TRANSPORTATION SCARBOROUGH RIGHT OF WAY MAP U.S. ROUTE 1 SCARBOROUGH CUMBERLAND COUNTY DATED MAY 2012 SHEETS 3 THROUGH 6 OF 6 DOT FILE NO. 3-583.
6. THE LOCATION OF THE RIGHT OF WAY LINES SHOWN HEREON WERE GENERATED FROM A COORDINATE CONVERSION OF THE COORDINATES SHOWN ON PLAN REFERENCE 5-E USING THE CORPSCON PROGRAM AND PLAN REFERENCES 5-A, 5-C, 5-D AND 5-E.
7. A WETLAND DELINEATION WAS PERFORMED ON THIS PROJECT SITE IN APRIL 2015 BY GARY M. FULLERTON, CERTIFIED SOIL SCIENTIST OF SEBAGO TECHNISCS, INC. THIS DELINEATION CONFORMS TO THE STANDARDS AND METHODS ESTABLISHED IN THE 1987 WETLANDS DELINEATION MANUAL AND REGIONAL SUPPLEMENT AUTHORED AND PUBLISHED BY THE U.S. ARMY CORPS OF ENGINEERS. WETLAND PLAYS WERE MADE BY GROUND SURVEY.

LOCATION MAP N.T.S.

DANIEL L. KILLEY PE 9967



DESIGNED							CHECKED					
				JRH							DLR	
B	DLR	06-26-15	SUBMITTED TO MDEP FOR STORMWATER PERMIT REVIEW				A	DLR	08-08-15	SUBMITTED FOR PRELIMINARY SITE PLAN REVIEW		
	REV:	BY:	DATE:	STATUS:								
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.												

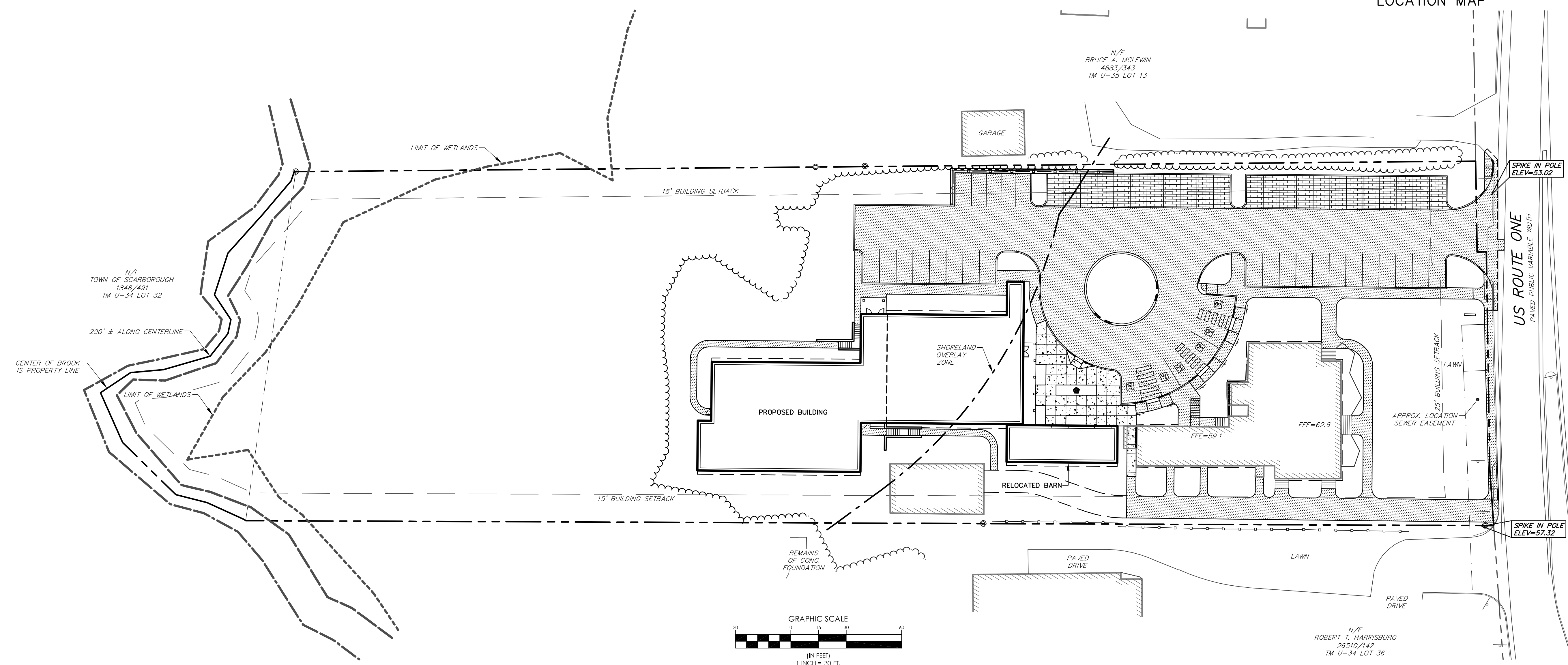


OVERALL SITE PLAN
OF:
SOUTHGATE HOUSE
577 US ROUTE ONE
SCARBOROUGH, MAINE
FOR:
AVESTA HOUSING
307 CUMBERLAND AVENUE
PORTLAND, MAINE 04101

PROJECT NO.	SCALE
15091	1" = 30'

SHEET 3 OF 11

I50910AS.dwg, TAB: OAS



EXISTING		PROPOSED
	PROPERTY LINE/R.O.W.	
	CENTERLINE	
	TIE LINE	
	MONUMENT	
	IRON PIPE/ROD	
	BUILDING	
	STREAM	
	EDGE PAVEMENT	
	PAVEMENT SAWCUT	
	EDGE CONCRETE	
	PAVEMENT PAINT	
	EDGE GRAVEL	
	CURB LINE	
	TREELINE	
	DECIDUOUS TREE	
	CONIFEROUS TREE	
	SIGN	
	STOCKADE FENCE	

1. THE RECORD OWNER OF THE PARCEL IS AVESTA HOUSING DEVELOPMENT CORPORATION BY DEED DATED APRIL 24, 2015 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 32224 PAGE 312.

2. THE PARCEL IS SHOWN AS LOT 37 ON THE TOWN OF SCARBOROUGH'S TAX MAP U-34 AND IS LOCATED IN THE TOWN AND VILLAGE CENTERS FRINGE (TVC3) DISTRICT.

3. SPACE AND BULK CRITERIA:
TVC3 ZONE
NET RESIDENTIAL DENSITY:
BASE DENSITY: 5 UNITS PER NET ACRE
AFFORDABLE HOUSING: 1 UNIT PER ACRE
MIN. LOT SIZE: 10,000 S.F. PER MULTIPLE
MIN. LOT FRONTAGE: 200 FEET
MIN. FRONT YARD: 25 FEET
MAX. FRONT YARD: 70 FEET
MIN. SIDE YARD: 15 FEET
MIN. REAR YARD: 15 FEET
MAX. BUILDING HEIGHT: 3 STORIES (45 FEET)
MAX. BUILDING COVERAGE: 10,000 S.F.
MAX. LOT COVERAGE: 85%

4. TOTAL AREA OF PARCEL: 3.05 AC.

5. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON A FIELD SURVEY PERFORMED BY SEBAGO TECHNIQUES, INC. IN APRIL OF 2015. BEARINGS ARE GRID NORTH AND TOPOGRAPHIC INFORMATION IS BASED ON NAVD 1988 WITHIN ZONE C.

6. THE PARCEL IS LOCATED, BY SCALING METHODS, VERTICAL ZONE C (AREAS OF MINIMAL FLOODING) AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF SCARBOROUGH, MAINE COMMUNITY PLAN NO. 230052-0020-D WITH AN EFFECTIVE DATE OF JUNE 19, 1985.

7. PLAN REFERENCES

A. PLAN OF BOUNDARY SURVEY 591 US ROUTE ONE SCARBOROUGH, MAINE MADE FOR KEVIN THURLOW DATED AUGUST 19, 2013 REVISED THROUGH 10-6-14 BY TITCOMB ASSOCIATES AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 214 PAGE 453.

B. RECORD PLAN U.S. ROUTE 1 PLAN AND PROFILE SCARBOROUGH, MAINE DATED JUNE 1980 SHEET 3 OF 4.

C. MAINE STATE HIGHWAY COMMISSION PLAN OF PROPOSED RELOCATION STATE HIGHWAY A SCARBOROUGH CUMBERLAND COUNTY DATED OCTOBER 1938 DOT FILE NO. 5-44.

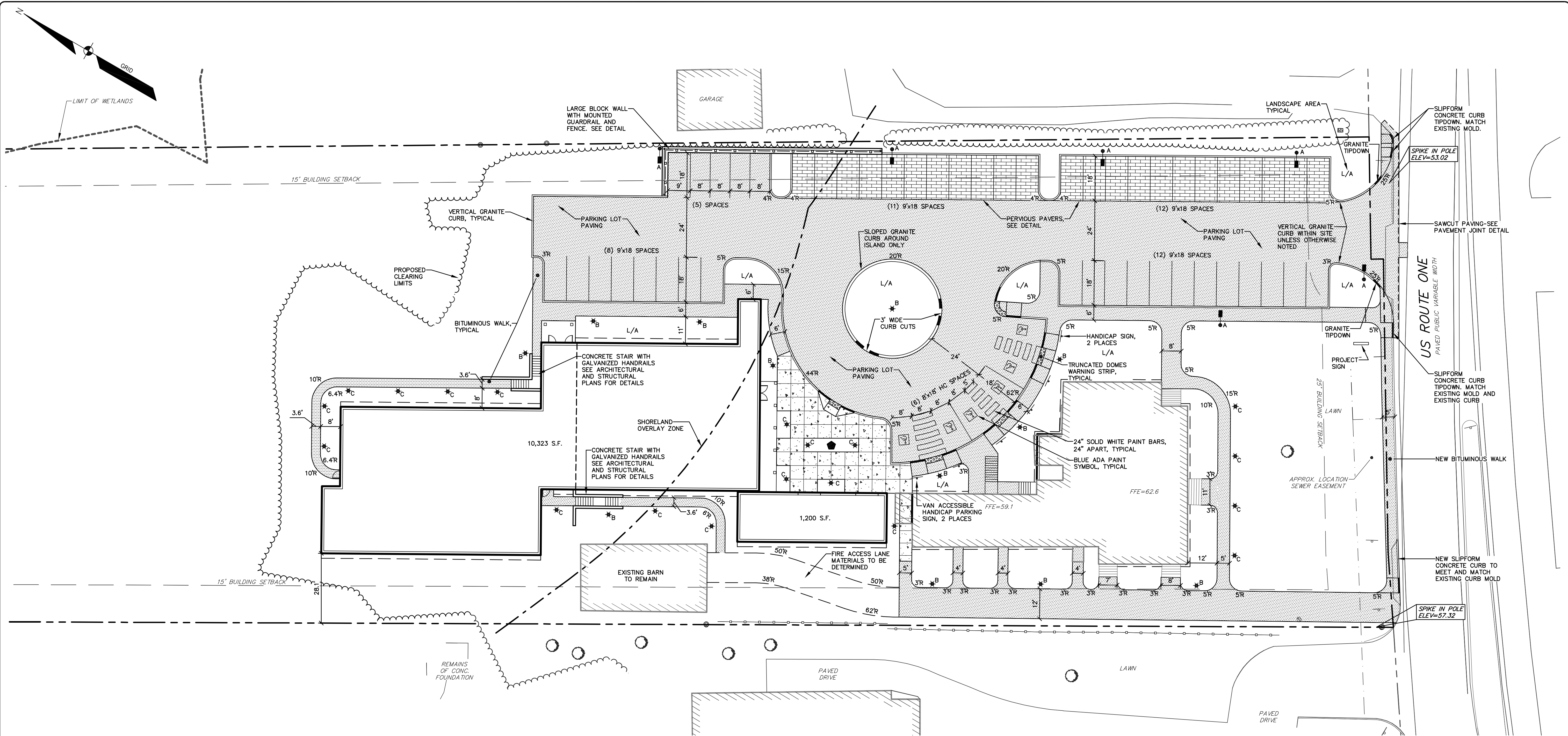
D. STATE OF MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP STATE HIGHWAY 1 SCARBOROUGH CUMBERLAND COUNTY DATED NOVEMBER 1981 SHEETS 2 AND 3 OF 3 DOT FILE NO. 3-302.

E. STATE OF MAINE DEPARTMENT OF TRANSPORTATION SCARBOROUGH RIGHT OF WAY MAP U.S. ROUTE 1 / ROUTE 9 SCARBOROUGH CUMBERLAND COUNTY DATED MAY 2012 SHEETS 3 THROUGH 6 OF 6 DOT FILE NO. 3-583.

8. THE LOCATION OF THE RIGHT OF WAY LINES SHOWN HEREON WERE GENERATED FROM A COORDINATE CONVERSION OF THE COORDINATES SHOWN ON PLAN REFERENCE 7-E USING THE CORPSCON PROGRAM AND PLAN REFERENCES 7-A, 7-C, 7-D AND 7-E.

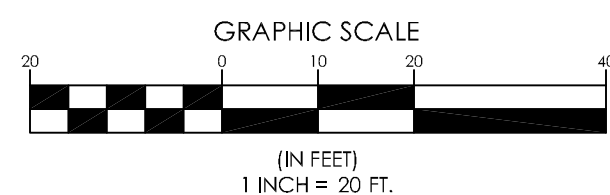
9. A WETLAND DELINEATION WAS PERFORMED ON THIS PROJECT SITE IN APRIL 2015 BY GARY M. FULLERTON, CERTIFIED SOIL SCIENTIST OF SEBAGO TECHNIQUES, INC. THIS DELINEATION CONFORMS TO THE STANDARDS AND METHODS OUTLINED IN THE 1997 WETLANDS DELINEATION MANUAL AND REGIONAL SUPPLEMENT AUTHORED AND PUBLISHED BY THE U.S. ARMY CORPS OF ENGINEERS. WETLAND FLAGS WERE LOCATED BY GROUND SURVEY.

10. THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICED 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 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.

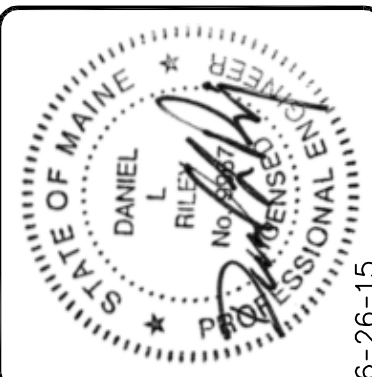


LEGEND	
EXISTING	PROPOSED
	PROPERTY LINE/R.O.W.
	CENTERLINE
	MONUMENT
	IRON PIPE/ROD
	BUILDING
	STREAM
	EDGE PAVEMENT
	PAVEMENT SAWCUT
	EDGE CONCRETE
	PERVIOUS PAVERS
	PAVEMENT PAINT
	EDGE GRAVEL
	CURB LINE
	TREELINE
	DECIDUOUS TREE
	CONIFEROUS TREE
	SIGN
	STOCKADE FENCE
	LIGHT POLE
	RETAINING WALL

LIGHT FIXTURE LEGEND		
LIGHT	DESCRIPTION	MOUNTING
A	ARCHITECTURAL AREA LIGHTING - UNIVERSE LARGE SCALE LED	20 FT POLE
B	ARCHITECTURAL AREA LIGHTING - UNIVERSE MEDIUM SCALE LED	14 FT POLE
C	ARCHITECTURAL AREA LIGHTING - UNIVERSE LED	BOLLARD



DANIEL L. RILEY PE 9867



DESIGNED	CHECKED
JRH	DLR
B DLR 06-26-15 SUBMITTED TO MDEP FOR STORMWATER PERMIT REVIEW	
A DLR 06-08-15 SUBMITTED PER PRELIMINARY SITE PLAN REVIEW	
REV. BY:	DATE:
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNIQS, INC. ANY ALTERATIONS AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNIQS, INC.	

WWW.SEBAGOTECHNIQS.COM
75 John Roberts Rd., Suite 1A
South Portland, ME 04106
Tel. 207-200-2100

250 Goddard Rd., Suite B
Lewiston, ME 04240
Tel. 207-783-5656

SITE PLAN OF SOUTHGATE HOUSE
577 US ROUTE ONE
SCARBOROUGH, MAINE

FOR:
AVESTA HOUSING
307 CUMBERLAND AVENUE
PORTLAND, MAINE 04101

PROJECT NO.	SCALE
15091	1" = 20'

SHEET 4 OF 11

15091.dwg, TAB 5



Attachment 3

Architectural Plans and Renderings



☐ project name

Southgate
rte. 1
scarborough, me.

avesta housing

☐ goduti/thomas architects

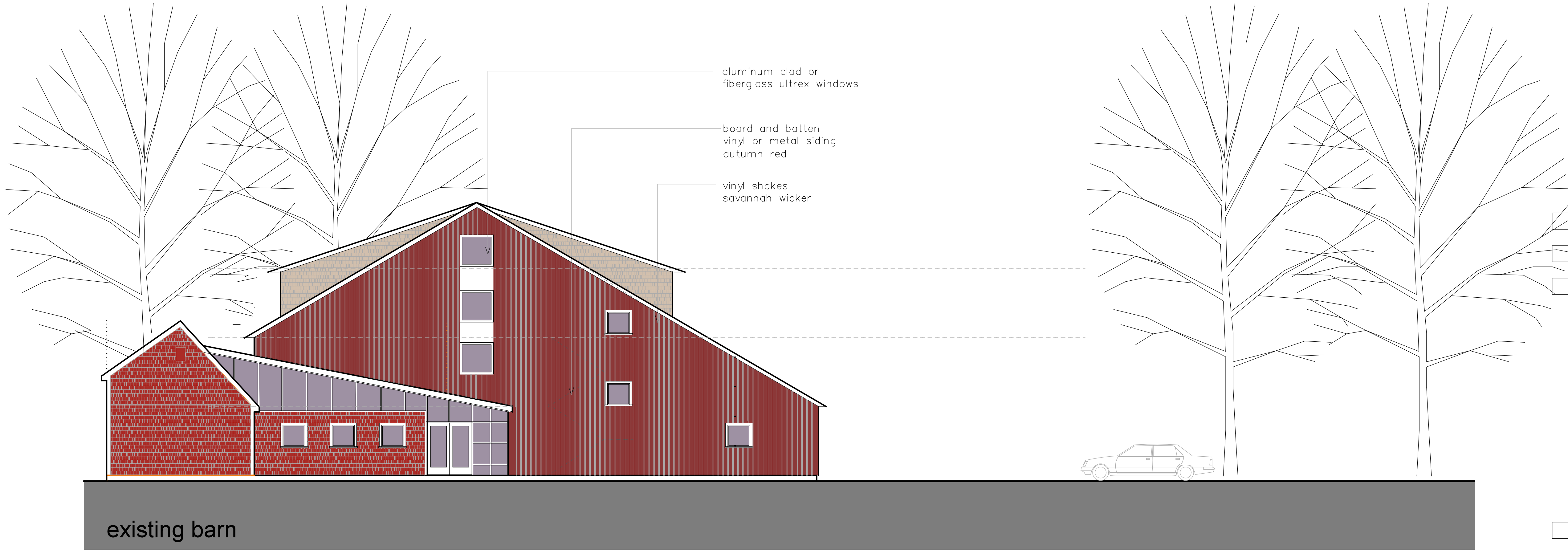
44 oak st.

portland, maine 04101

ph. 207-775-3184

fax 207-774-0846

☐



☒ revisions

☐ date

june 4th, 2015

☐ sheet title

schematic
elevations

0' 1' 4' 8' 16'

scale

1/8"=1'-0"

drawn by

MS

project number

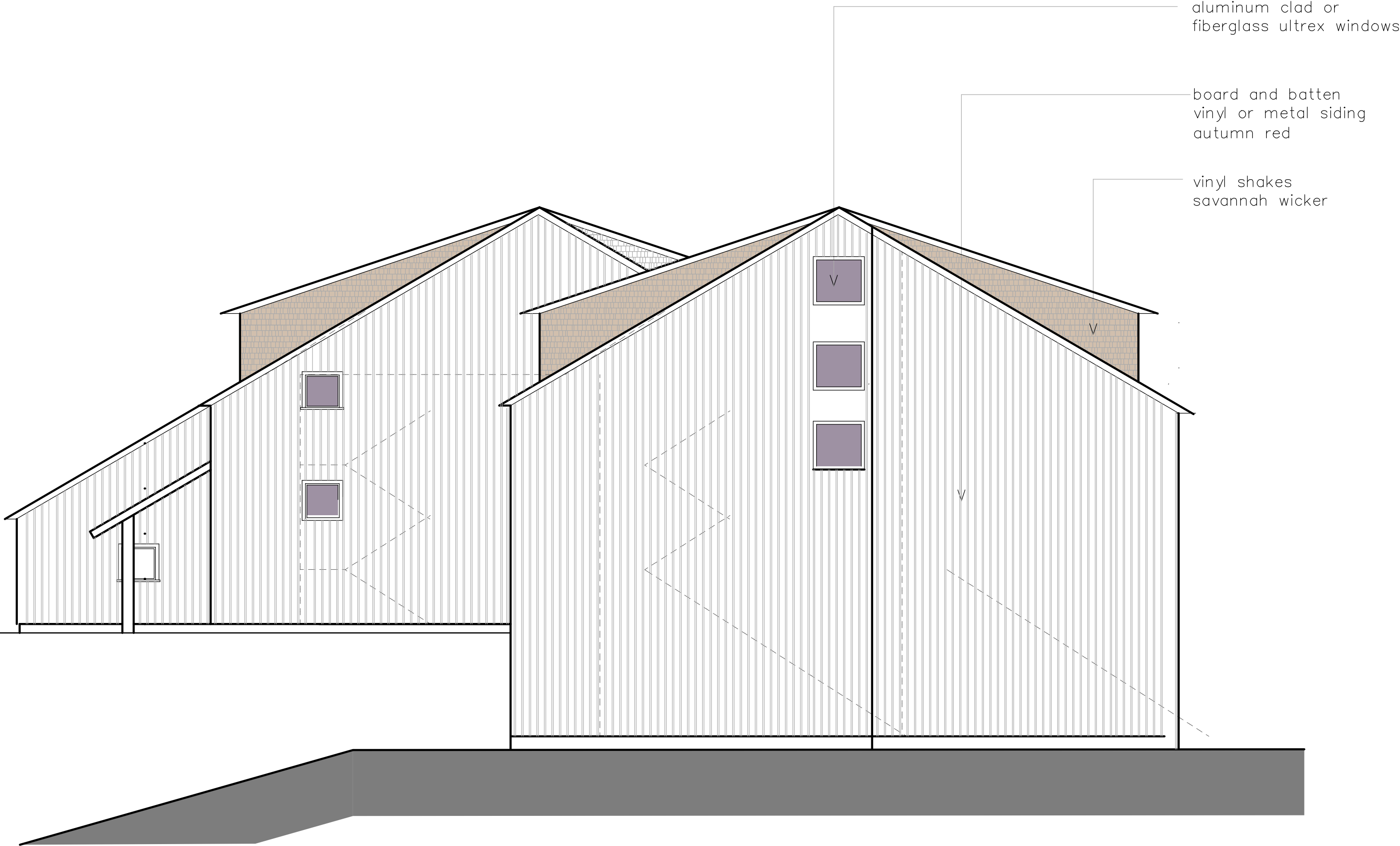
butpay

☐ sheet number

☐
☐



west elevation



north elevation

☐

project name

Southgate
rte. 1
scarborough, me.

avesta housing

☐

goduti/thomas architects

44 oak st.

portland, maine 04101

ph. 207-775-3184

fax 207-774-0846

☐

☐

revisions

☐

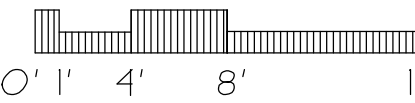
date

june 4th, 2015

☐

sheet title

schematic
elevations



☐

scale

1/8"=1'-0"

☐

drawn by

MS

☐

project number

butpøg

☐

sheet number

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Town of Scarborough, Maine

Planning Board

June 22, 2015

AGENDA

1. Call to Order (7:00 P. M.)
2. Roll Call
3. Approval of Minutes (June 1, 2015)
4. Michael & Lorraine Scammon, 39 Ingallside Drive, request an advisory opinion for an appeal from restrictions on non-conforming use, Assessor's Map R50 Lot 24C*
5. Scarborough Fish and Game Association, 79 Holmes Road, request an advisory opinion for an appeal from restrictions on non-conforming use, Assessor's Map 33 Lot 1*
6. Go Green Landscaping, Inc. request a Planned Development review for development of property located at 4 Royal Ridge Road, Assessor's Map U37 Lot 18*
7. Leighton Farm, LLC requests amended subdivision review for expansion of previously approved Leighton Farm Subdivision, Assessor's Map R57 Lot 1B & 3A
8. Avesta Housing requests site plan review for Southgate House, 577 US Route 1, Assessor's Map U34 Lot 37*
9. Verizon Wireless requests a site plan review for a transmission tower at 239 Broadturn Road, Assessor's Map R24 Lot 6*
10. Town Planner's Report
11. Administrative Amendment Report
12. Correspondence
13. Planning Board Comments
14. Adjournment

*Public comment will be allowed on this item.

NO NEW ITEMS SHALL BE TAKEN UP AFTER 10:30 P. M.

Town of Scarborough, Maine

Planning Board

June 22, 2015

MINUTES

Members Present

Mr. Wood
Ms. Auglis
Mr. Dupont
Mr. Mazer
Mr. Beeley
Mr. McGee
Mr. Fellows

Staff

Mr. Chace, Senior Planner
Mrs. Patterson, Recording Secretary

1. Call to Order

Mr. Fellows called the meeting to order at 7:00 P.M.

2. Roll Call

The Recording Secretary called the roll; all members were present.

3. Approval of Minutes (June 1, 2015)

Mr. Dupont moved to approve the June 1, 2015 minutes; Mr. Beeley had a change to the language regarding a statement about parking at Avesta. Recording secretary will correct the minutes to reflect change. Mr. McGee seconded; vote was unanimous 5-0.

4. Michael & Lorraine Scammon, 39 Ingalls Drive, request an advisory opinion for an appeal from restrictions on non-conforming use, Assessor's Map R50 Lot 24C

Mr. Chace explained that the Scamman's were before the Board for an advisory opinion to the Zoning Board of Appeals. The current use of the property is a single family residence which is a non-conforming use within the Haigis Parkway district and the Scamman's are seeking a change of use, from SF to two family and an expansion.

Walt Wilson with The Design Company is representing the Scamman's. Mr. Wilson explained that the applicants had received prior approval for the expansion in April 2013, unfortunately due to medical reasons have not started the project. The Scamman's wish to expand their existing home and add ramps to the home.

Mr. Fellows opened the item to public comment, there was no public comment.

Mr. Mazer asked if the septic would be large enough for the expansion, to which Mr. Wilson informed the Board that there will be a 10% enlargement to the system.

Board members were in favor of the request.

Mr. Fellows stated for the record that the Board is in support of the Scamman's request and that the Board will make a favorable advisory opinion to the Zoning Board of Appeals.

Town of Scarborough, Maine

5. Scarborough Fish and Game Association, 79 Holmes Road, request an advisory opinion for an appeal from restrictions on non-conforming use, Assessor's Map 33 Lot 1

Mr. Chace explained that the Scarborough Fish and Game Association was before the Board for an advisory opinion to the Zoning Board of Appeals. The current use of the property is a non-conforming use within the RF district. The Scarborough Fish and Game Association is proposing a kitchen expansion and the addition of three shed structures on the property.

Mike Kane, President, SF & G explained that the sheds will only house sporting clays and the equipment used to project them. Mr. Kane also elaborated that due to the clubs financial position the 3 sheds were not completed after the favorable opinion in 2012. Mr. Kane explained that currently any cooking done at the facility is done outside, under a tent, and brought inside because the kitchen area is much too small to accommodate their needs.

Mr. Fellows opened the item to public comment, there was no public comment.

Mr. Chace reminded the Board that should the applicant receive Board of Appeals approval, the project will need a site plan approval and if the Board was so inclined it could be done administratively.

Ms. Auglis felt the application was complete and was in favor of it.

Mr. McGee questioned if the DEP approval was need to move forward with this item. Mr. Chace explained it was not at this time. Mr. McGee was fine with the site plan being considered administratively after Board of Appeals review.

Mr. Dupont remarked about the septic and providing information that it can support the new changes. He was also ok with the site plan being considered administratively as well.

Mr. Fellows stated for the record that the Board is in support of the request by the Scarborough Fish and Game Association and that the Board will make a favorable advisory opinion to the Zoning Board of Appeals.

6. Go Green Landscaping, Inc. request a Planned Development review for development of property located at 4 Royal Ridge Road, Assessor's Map U37 Lot 18

Mr. Chace reminded the Board that the applicant was previously before them on June 1, 2015 for Site Inventory and Analysis and now were before them for the second phase of Planned Development review process; Master Plan. Mr. Chace informed the Board that the applicant went before the ZBA and received approval for outdoor storage in the B-3 district.

Lee Allen with Northeast Civil Solutions along with Mike Richman of Custom Concepts are presenting on behalf of the applicant. Mr. Allen updated the Board that the applicant had noted their suggestion and reduced the number of curb cuts into the property. Mr. Richman asked the Board to consider the carriage style overhead doors on the plans even though code discourages them.

Mr. Fellows opened the item to public comment, there was no public comment.

Mr. Wood liked the improvements that the applicant had made as well as the orientation of the building and is in favor of the application.

Town of Scarborough, Maine

Mr. Dupont requested sidewalks be incorporated into the design for future build out.

Mr. Mazer requested clarification on the outdoor storage, how it will be done and how it will be screened. To the question Mr. Allen responded that the outdoor storage will be on the right side of the building and the closest home is 600 feet and they will be adding plantings to help buffer it as well. Mr. Mazer questioned employee safety using the outdoor storage area. Dave Melvesky, owner Go Green Landscaping Inc. explained that the landscaping crews start approximately 15 minutes apart to help facilitate safety and efficiency.

Mr. McGee expressed his concern regarding the orientation of the building and outdoor storage area as related to any future build out.

Mr. Fellows stated the reduce number of curb cuts by the applicant was appreciated. As far as the orientation and architecture of the building the overall consensus by the Board is positive.

Mr. Fellows stated that the Board had not expressed concern regarding the location and orientation of the back buildings which would be part of the approval.

Ms. Auglis questioned if the approval tonight is concrete.

Mr. Chace explained that the plan can be amended, but if someone did like the orientation of the plan as is they could go forward and do it.

Mr. Fellows moved to approve the Master Plan Approval with the condition that a revised Master Plan showing the reduced curb cuts be filed for clarity of record. Mr. McGee seconded the motion.

Vote was unanimous 5-0.

7. Leighton Farm, LLC requests amended subdivision review for expansion of previously approved Leighton Farm Subdivision, Assessor's Map R57 Lot 1B & 3A

Mr. Chace reminded the Board that they have seen this application at several prior meetings and are generally satisfied with the application.

Shawn Frank, Sebago Technics is representing the applicant. Mr. Frank informed the Board that the plans clarify the property around the tower, include sidewalks connecting the two roadways and provide parking for the walking trails.

Mr. Beeley asked if there had been anything done about the neighbors' concerns regarding drainage issues. To the question Mr. Frank responded that he had had a general conversation with them after the meeting and the biggest concern was the clearing of the trees. Mr. Frank also stated there were no new drainage issues at this time.

After Board discussion, Mr. Fellows moved to approve the application with the findings as written and the following waivers and conditions:

Waivers

1. Permit Dylan Dr. and Winn Way to be constructed at a width of 22 feet, rather than the Town standard 24 feet.
2. In lieu of the recreation contribution fee the Board accepts the offsite pedestrian improvements provided on Elmwood Ave as well as the improvements along Green Acres Ln, between First Ave & RT. 1.

Town of Scarborough, Maine

Conditions

1. The subdivision shall be constructed in accordance with the subdivision plans entitled “First Amended Overall Subdivision Plan of Leighton Farm Subdivision”, as prepared by Sebago Technics, dated 6-8-15. The plan set is to be revised in accordance with the comments raised by Planning staff, Traffic Solutions and Woodard & Curran. The revised plan set to be reviewed and approved by Planning staff prior to the Board signing the plans.
2. Prior to the release of the attested final subdivision plan to the applicant for recording at the Cumberland County registry of deeds, the applicant shall execute and record all documentation necessary to comply with the Town’s Post-Construction Stormwater Infrastructure Management Ordinance.
3. Prior to the start of construction for each phase of development the no-disturb setback areas shall be clearly delineated in coordination with town staff.
4. The traffic impact fee assessments for phases 2 through 5 shall be paid prior to the start of each phase. The fee shall be paid proportionally based on the number of residential lots in each phase.
5. Prior to the start of phase 4 the applicant shall provide final construction plans for the pedestrian improvements along Green Acres Ave for review and approval by the Town Engineer. The improvements shall be completed as part of the phase 4 development.
6. Prior to the start of phase 5 the developer will be required to pay a sum of \$2,500 for future traffic signal timing improvements to the Route 1/Green Acres Lane intersection.

Mr. Mazer seconded the motion.

Vote was unanimous 5-0

8. Avesta Housing requests site plan review for Southgate House, 577 US Route 1, Assessor’s Map U34 Lot 37

Mr. Chace reminded the Board that the applicant seeks to refurbish the Southgate House and construct an additional unit to create a total of 50 affordable housing units. Mr. Chace reminded the Board that their previous discussion identified concerns around parking and left hand turns into the property from Route 1.

Dan Riley with Sebago Technics is representing Avesta Housing. Mr. Riley updated the Board on parking and what had been done to increase parking by 5 spaces. Mr. Riley displayed an Avesta Housing parking rational summary to the Board showing they would be able to accommodate their needs. Mr. Riley updated the Board on the fire lanes and explained that the applicant and fire department are in agreement to widen the sidewalks to 12 feet. Mr. Riley addressed the left turn from Route 1 onto the property and reviewed the traffic analysis with the Board.

The majority of comments from the Board were concerns with the left hand turn into the property and what possible solutions might be available moving forward.

The Board also expressed some concerns about parking needs on-site and would like time to review the parking rational provided by the applicant during the meeting. Mr. Beeley identified that the examples provided of other sites were in a more urban context than the proposed setting. Discussion of walk ability to Dunstan Corner and public transportation in the area was noted in regards to parking needs.

After further discussion Mr. Fellows summarized the Board’s deliberation and noted that it appeared the Board is in favor of this project but are concerned with how the left hand turn into the property will be handled and ensuring appropriate on-site parking is established.

Town of Scarborough, Maine

Mr. Fellows made a motion to approve the preliminary plans; Mr. Dupont seconded the motion.

Vote was unanimous 5-0.

9. Verizon Wireless requests a site plan review for a transmission tower at 239 Broadturn Road, Assessor's Map R24 Lot 6

Mr. Chace explained that the applicant is before the Board for review of a new transmission tower within the recently established Transmission Tower Overlay District (TTOD). Mr. Chace explained that this is a 2 step process. First starting with priority of location and possibly directing any new towers to preferred locations. Second step are the standards for Transmission Towers, such as height, visual impact, style, colocation, etc.

Mr. Fellows explained that this is only the second cell tower the Board has seen. Mr. Fellows requested that the applicant take the items in order and the Board work through each one before proceeding.

Scott Anderson with Verrill Dana and Chip Fredette with Verizon are representing the applicant. Mr. Anderson explained that the applicant requests a new 120 foot transmission tower on a 60 acre site at 239 Broadturn Road. Mr. Anderson explained the system goals and requirements of Verizon and used a visual of radio frequency to show how the location fills a gap in the coverage area.

Mr. Fellows informed the applicant and reminded the Board that Transmission Towers are new to the Board and that they would be relying on peer reviewers in this process.

Mr. Dupont questioned why the existing tower could not be used.

Mr. Beeley asked if they know of a potential site that has been proposed near the intersection of Holmes Road and Two Rod Road and is that factored into their equation. To which Mr. Anderson responded yes, if they are aware of a potential other site.

Mr. McGee suggested a comprehensive list of cell sites in town be part of the procedure to help the Board and applicant in any further Transmission Tower applications. Mr. Anderson explained that any towers that are licensed with the FCC can be accessed on their website.

Mr. Anderson addressed the four criteria for priority of location. Starting with existing towers. Mr. Anderson explained that the existing AT & T tower is a stick tower of 90 feet. This tower is not designed for colocation and they would not be able to find other suitable towers to meet their needs.

Mr. Anderson explained that the I and LI districts are not close enough to cover the area they are looking to support. The area in question fills a current gap in West Scarborough.

Mr. Anderson explained that they made every effort to use existing structures thus to no avail. The new tower would sit on a small section of the 60 acre parcel and there are no structures around it.

Mr. Anderson explained that the only option the applicant has is to build a new transmission tower in order to cover the area where the existing gap in coverage is.

The Board was in agreement with the responses provided for the priority of location.

Town of Scarborough, Maine

Mr. Anderson addressed step 2, standards for Transmission Towers. The equipment is 120 foot tower with a 117 center line and a prefab equipment shelter. These would be located inside a 50x50 fenced in area on the leased lot 100x100. It would allow for expansion of the fenced in area if additional carriers wish to collocate. Mr. Anderson explained that a balloon survey will be done by their contractor by driving 1 mile around the site, but if there is a location that the Board or public would like photographed to let them know. The applicant is looking for a waiver on a full boundary survey. They understand that the access road boundary survey would need to be done.

Mr. Fellows opened the item to public comment.

Paul Williams, 259 Broadturn Road expressed concerns regarding transmission towers and possible health related issues. Mr. Williams stated that he has Verizon and has no issues with his network in this area.

Michelle Greer, 245 Broadturn Road expressed concerns regarding the aesthetics and how the tower will visually impact her back yard. She expressed interest in being contacted when the balloon survey is happening.

Mr. Wood commented that the applicant was well represented and he is looking forward to the visual test.

Mr. Fellows stated priority of location had been reviewed and the Board is agreeable with. The follow up from the applicant on more buffering detail, photo simulations and the boundary survey for the access road will be needed to continue the review at a future meeting.

10. Town Planner's Report

Mr. Chace informed the Board that the summary of the Higgins Beach Zoning Repair workshop is online to view.

11. Administrative Amendment Report

Mr. Chace informed the Board that Camp Ketcha received administrative approval for a minor site plan amendment. Their request is to add two picnic shelters at the site.

12. Correspondence

There was no correspondence at this time.

13. Planning Board Comments

Mr. Dupont questioned how Staff is handling the Salt Pump Gym and the fact that the color of the building is not the color the Board approved. To the question Mr. Chace informed the Board that he is in contact with the Salt Pump Gym and has requested in writing and explanation for the change.

Town of Scarborough, Maine

Mr. Chace reminded the Board of the Habitat for Humanity ribbon cutting on Thursday June 25, 2015.

Mr. Fellows thought the Higgins Beach Zoning Repair workshop was well done by both the consultant and staff.

14. Adjournment

Meeting was adjourned at 10:02 PM.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 19, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-060. Move approval on the new requests for a Food Handlers License: a. Shawn Doll, d/b/a Sweet Frog Scarborough, located at 300 Gallery Blvd. and b. Scott Edwards d/b/a On The Vine Market Place, located at 591 US Route One.

Town of Scarborough, Maine

Town Clerk's Office

259 US ROUTE ONE

PO BOX 360

SCARBOROUGH, MAINE • 04070-0360

TO: Town Council Members

FROM: Yolande P. Justice, Town Clerk

DATE: August 14, 2015

RE: **Request for a Food Handlers License**

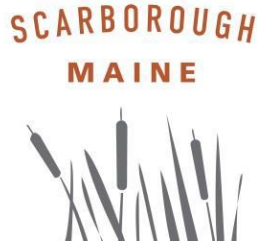
The following applicants are seeking approval on a new request for a Food Handlers License:

- a. Shawn Doll, d/b/a Sweet Frog Scarborough, located at 300 Gallery Blvd.
- b. Scott Edwards d/b/a On The Vine Market Place, located at 591 US Route One.

The completed applications are on file with Town Clerk's Office and there are no outstanding issues. It is recommended that these licenses be approved.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 19, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-061. Move approval of the first reading and refer to the Planning Board the proposed amendments to Chapter 405 the Scarborough Zoning Ordinance to establish a Small Batch Processing Facilities use and definition; performance standards; and the zoning districts in which to allow these facilities and schedule the public hearing and second reading after the filing of the Planning Board recommendations.



To: Town Councilors and Tom Hall, Town Manager
From: Karen Martin, Executive Director of SEDCO and Dan Bacon, Planning Director
CC: Long Range Planning Committee
Date: June 24, 2015

New Zoning Tools to Enable Small Batch Processors and Production

Similar to the initiative to broaden where contemporary food processing and production is allowed in town to include the Haigis Parkway (HP) District, SEDCO, the Planning Department and the Long Range Planning Committee (LRPC) have also been partnering to examine the trends and market demand for commercial space for smaller processing and production businesses. Through our review, it is evident that smaller scale food and drink production as well as other producers of small lots of consumer goods (jewelry makers, furniture makers, clothing designers, art studios etc) are on the rise. Further, many of these small-scale processors are types of businesses that may be fitting and appropriate in our commercial zones, where they can provide some retail space and can be more integrated into our activity centers. A bakery, coffee producer, craft brewery or furniture maker all come to mind, and many of which are growth industries in greater Portland.

Currently though, small and large processors are generally limited to our Industrial Districts. This creates a challenge for these smaller batch processors, not only because it isn't always the environment they are seeking, but also because our industrial land is already at a premium and our vacancy rates are some of the lowest in the state, so there is often little suitable space available.

To address this issue for a growing economic sector, SEDCO and LRPC have crafted a new use definition that categorizes these small scale processing businesses as well as a set of performance standards that limit their size, scale and operations, and provide a review process to ensure they fit in with surrounding businesses and properties.

More specifically the zoning proposal does the following:

- Establishes a definition for “Small Batch Processing Facilities”
- Establishes performance standards for small batch processing facilities that limits the size of these uses to 5,000 square feet or less and gives the Planning Board the review authority to ensure they are compatible with adjacent uses and properties. These performance standards include consistency with the Town’s commercial design standards; review and limitations on truck traffic; limitations on outdoor storage and activities; and standards for noise, odors, emissions and the like.
- Allows this new use in our business districts (the B2, B3, HP and BOR Zones) and our more commercially focused mixed use districts (TVC, CPDD and RH Zones)

This zoning proposal is intended to be a measured and controlled allowance for these small processing and production businesses that have the desire and ability to be compatible in our commercial, retail and mixed use areas, while reserving our industrial zones for the larger or more impactful processors where aesthetics and compatibility are less of a concern.

Thank you.

Proposed Amendment to the Zoning Ordinance to Establish Small Batch Processing Facilities and Performance Standards

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that the following amendment to the Zoning Ordinance of the Town of Scarborough, Maine, be and hereby are adopted:

1. Amend Section VI. DEFINITIONS by adding, in proper alphabetical order, a definition for Small Batch Processing Facilities to read:

Small Batch Processing Facilities: A category of a food processing facility or light industrial use that processes, produces or assembles small lots of consumer goods. Processors in this category include, but are not limited to, clothing design and production, small batch food production, craft brewers, jewelry makers and other product lines that have an element of handcrafted design or hand-made production. Small batch processing facilities shall not include the production or processing of medical marijuana.

2. Amend SECTION IX. PERFORMANCE STANDARDS by adding a new performance standard subsection M.3. as follows (additions are underlined; deletions are struck through):

M.3. PERFORMANCE STANDARDS – SMALL BATCH PROCESSING FACILITIES

Small batch processing facilities may be undertaken only after the Planning Board has reviewed and approved the use in accordance with the following performance standards and requirements:

1. Small batch processing facilities shall be limited to no greater than 5,000 square feet of floor area including any accessory uses, such as a retail area, a tap room, sampling area, storage or warehousing;
2. The design and external appearance of the small batch processing facility and site improvements will constitute an attractive and compatible addition to the neighborhood, shall be of a scale of, and compatible with, other non-residential uses allowed in the same zone, and will be consistent with the Design Standards for Scarborough's Commercial Districts;
3. The facility will not create any unhealthy or offensive odor, emissions, dust or other airborne discharges;
4. The facility will not include any outdoor storage of equipment, materials or processing byproduct or waste;

Dated 6-24-15

5. The facility will not create any offensive noise or vibration, heat or glare to abutting landowners; and
 6. The facility will not create unsafe traffic conditions or a volume of truck traffic in excess of other non-residential uses allowed in the same zone that would either adversely affect neighborhood character or be incompatible with abutting properties or uses.
3. Amend Sections XVIII.A. TOWN AND VILLAGE CENTERS TVC; XVIII.B. HAIGIS PARKWAY DISTRICT HP; TOWN AND VILLAGE CENTERS 4 DISTRICT TVC4; XIX REGIONAL BUSINESS DISTRICT B2; XIX.A. GENERAL BUSINESS DISTRICT B3; XX BUSINESS OFFICE-RESEARCH DISTRICT BOR; XX.A. RUNNING HILL – GORHAM RD DISTRICT RH; and CROSSROADS PLANNED DEVELOPMENT DISTRICT CPD to add Small Batch Processing Facilities to the list of permitted uses in each zoning district (additions are underlined; deletions are struck through):

Small Batch Processing Facilities, subject to the performance standards of Section IX.(M.3.) of this Ordinance

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 19, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-062. Move approval of the first reading on an order designating the Avesta Housing Affordable Housing Municipal Development and Tax Increment Financing District and Adopting the development program for such District and schedule a public hearing and second reading for Wednesday, September 2, 2015.

ORDER #15-062

**AN ORDER DESIGNATING THE AVESTA HOUSING AFFORDABLE HOUSING
MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT AND
ADOPTING THE DEVELOPMENT PROGRAM FOR SUCH DISTRICT**

WHEREAS, the Town of Scarborough (the "Town") is authorized pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area or areas within the Town as an affordable housing municipal development and tax increment financing district and adopt a development program for such district; and

WHEREAS, there is a need for the development of affordable, livable housing and the containment of the costs of unplanned growth in the Town of Scarborough, in the surrounding region, and in the State of Maine; and

WHEREAS, the designation of the District and implementation of the Development Program will help to improve and broaden the tax base in the Town of Scarborough and improve the economy of the Town of Scarborough and the region by attracting business development to the Town; and

WHEREAS, the Town has held a public hearing on the question of establishing the District, in accordance with the requirements of 30-A M.R.S.A. § 5250, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and

WHEREAS, the Town desires to designate the *Avesta Housing Affordable Housing Municipal Development and Tax Increment Financing District* (the "District") and adopt a development program for the District (the "Development Program"); and

WHEREAS, the Development Program includes a description of the Credit Enhancement Agreement the Town desires to enter into with the developer of the project to be located in the District on terms that include a split of tax increment financing revenues of 50% to the Town and 50% to the developer for a term of seventeen (17) years;

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority ("MaineHousing") approving the designation of the District and the adoption of the Development Program for the District;

**NOW THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE
TOWN OF SCARBOROUGH, MAINE:**

Section 1. The designation of the District and pursuit of the Development Program will create affordable, livable housing within the Town of Scarborough, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby designates *Avesta Housing Affordable Housing*

Municipal Development and Tax Increment Financing District and hereby adopts the Development Program for the District described as more particularly set forth in the documents presented to the Town Council in conjunction with this Order.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5250-A, the percentage of captured assessed value to be retained in accordance with the Development program is hereby established as set forth in the Development Program.

Section 4. The Town Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to MaineHousing for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and further is authorized and directed to execute a Credit Enhancement Agreement consistent with the provisions of ***Avesta Housing Affordable Housing Municipal Development and Tax Increment Financing District*** Development Program as presented and approved herein and to create the accounts and take all the actions described in such agreement, if and when the Town Manager is presented with a written copy of the MaineHousing “Notice to Proceed” with respect to the Project to be located in the District.

Section 5. The Town Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Development Program for the District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the District by MaineHousing, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program. The Town Manager is also hereby authorized and directed to submit any reports to MaineHousing regarding the District and Development Program throughout the term of the District.

Section 6. The foregoing designation of the District and the adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the proposed District by MaineHousing without requirements of further action by the Town, Town Council or any other party.

Section 7. The Town hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for residential use, blighted area or is in need of rehabilitation or redevelopment; and

b. The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town, and the total area of all development districts within the Town does not exceed five percent (5%) of the total acreage of the Town; and

c. The original assessed value of the District plus the original assessed value of all existing affordable housing development districts within the Town does not exceed five percent (5%) of the total acreage of the Town.

d. The District and pursuit of the Development Program will contribute to the expansion of affordable housing opportunities within the municipality or to the betterment of the health, welfare or safety of the inhabitants of the Town. The Town has considered all evidence, if any, presented to it with regard to any substantial detriment to another party's existing property interests in the Town and has found and determined that such interested party's property interests in the Town are outweighed by the contribution made by the District or Development Program to the availability of affordable housing within the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town.

Section 8. The Town Manager is authorized to file the yearly reports required by Title 30-A M.R.S.A. § 5250-E and otherwise to take all lawful actions required in the administration of the District and Development Program.

Dated First Reading: August 19, 2015

Dated Second Reading: September 2, 2015

MAINE STATE HOUSING AUTHORITY

APPLICATION

Affordable Housing Tax Increment Financing

The Municipal Affordable Housing Development Districts statute, 30-A M.R.S.A. §§5245 – 5250-G, referred to as the "TIF Statute" in this Application, applies to affordable housing tax increment financing in Maine. The TIF Statute provides that before a municipality's designation of an affordable housing development district and its adoption of the associated affordable housing development program for the district become effective, MaineHousing must review the proposed district and development program to ensure compliance with the TIF Statute.

All applications to MaineHousing for review of an affordable housing development district and its associated development program must be on this form and include all eight Attachments noted below.

Sections 1 and 2 below are in fillable PDF format and may be completed on-line. After you have completed Sections 1 and 2, please print the Application and sign where indicated in Section 1.

This Application, with Attachments 1 through 8, may be submitted to MaineHousing in one of two ways:

By e-mail to Anne Paré sent to apare@mainehousing.org, *or*

By mail to: Anne Paré, MaineHousing, 353 Water Street, Augusta, Maine 04330

In this Application "district" means an affordable housing development district and "development program" means an affordable housing development program.

SECTION 1 – APPLICANT INFORMATION

1-1 Name of applicant city or town: Town of Scarborough

1-2 Municipal official submitting this Application:

Thomas Hall

Printed name

Town Manager

Title

259 U.S. Route 1, P.O. Box 360, Scarborough, ME 04070-0360

Mailing address

207-730-4031

Phone number

THall@ci.scarborough.me.us

E-mail address

The municipal official named above certifies that he/she has the authority to submit this Application to MaineHousing and further certifies that to the best of his/her knowledge, the information contained in this Application and its Attachments is true.

Signature

Date

1-3 Municipal official with authority to submit annual reports to MaineHousing on the status of the district:

Thomas Hall

Printed name

Town Manager

Title

259 U.S. Route 1, P.O. Box 360, Scarborough, ME 04070-0360

Mailing address

207-730-4031

Phone number

THall@ci.scarborough.me.us

E-mail address

SECTION 2 – NOTICE AND HEARING

Before designating a district or adopting a development program, the municipal legislative body must

- (a) hold at least one public hearing,
- (b) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality,
- (c) at the hearing, consider
 - (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents,
 - (ii) any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced, and whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

2-1 Date of public notice: _____

Attachment 1 – Newspaper Notice

*Include as **Attachment 1** a copy of the newspaper page showing the public notice and the newspaper name and date.*

2-2 Date of public hearing: _____

Attachment 2 – Public Hearing Record

Include as **Attachment 2** the record of the meeting at which the public hearing was held, certified by the municipal clerk.

Attachment 3 – Additional Documents

Include as **Attachment 3** all documentation submitted to, or prepared by, the municipality relating to items (c)(i) and (c)(ii) above.

SECTION 3 – MUNICIPAL APPROVAL

Conditions of municipal approval of district and development program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist in Appendix A** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

IMPORTANT NOTE: Because the TIF Statute defines a district as "a specified area within the corporate limits of a municipality that has been designated . . . to be developed" under a development program, a development program must, at a minimum, include new construction of affordable housing or rehabilitation of existing housing inside the district, or both. A municipality may not create a district for the sole purpose of capturing tax increment revenues that would result only from inflationary adjustments to property values with no development of new housing or rehabilitation of existing housing in the district.

Attachment 4 – Municipal Approval

Include as **Attachment 4** a copy of the order or resolution and vote of the municipal legislative body approving the district and development program, certified by the municipal clerk.

Attachment 5 – District Maps

Include as **Attachment 5** a municipal map and tax map showing the district boundaries.

Attachment 6 – Certification of Original Assessed Value of District

Include as **Attachment 6** a dated certification signed by the municipal assessor showing the original assessed value of the district. "Original assessed value" means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

Attachment 7 – Development Program

*Include as **Attachment 7** a copy of the development program approved by the municipality's legislative body.*

Attachment 8 – Credit Enhancement or Other Agreement

*Include as **Attachment 8** a copy of the credit enhancement agreement or other tax increment revenue sharing agreement, whether or not executed.*

**See Appendix A below for
Checklist for Approval of District and Development Program**

Appendix A

Checklist for Approval of District and Development Program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

- ☐ District description
 - _____ Physical description of district
 - _____ Municipal map showing district boundaries
 - _____ Tax map showing district boundaries

- ☐ At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment
 - _____ % acreage suitable for residential use
 - _____ % blighted
 - _____ % in need of rehabilitation/redevelopment
 - _____ Physical description of district to support above
 - _____ Zoning designation where district is located
 - _____ Allowed uses in that zone

- ☐ District acreage divided by total municipal acreage is not more than 2%
 - _____ Total district acreage
 - _____ Total municipal acreage
 - _____ District acreage as a percent of total acreage

- ☐ Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%

_____ Total acreage of all development districts

_____ Total municipal acreage

_____ Total development district acreage as a percent of total acreage

- ☐ Original assessed value (OAV)* of district

_____ Dated certification signed by municipal assessor showing OAV amount and date

* OAV means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

- ☐ OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%

_____ Aggregate OAV of existing and proposed districts

_____ Aggregate taxable property value as of the April 1st before MaineHousing approval

_____ Aggregate OAV as a percent of total taxable value

- ☐ Development program start and end dates

_____ First tax year (i.e., April 1 – March 31) of development program *

* May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval.

_____ Last tax year of development program **

** Not more than 30 years after tax year of MaineHousing approval.

_____ Municipal fiscal year ***

*** Example: July 1 – June 30

- ☐ The development program meets an identified housing need in municipality

_____ Description of need

_____ Description of how development program meets need

_____ Number of new rental units to be constructed

- _____ Number of existing rental units to be rehabilitated
- _____ Number of new single-family homes, including condominiums, to be constructed
- _____ Number of existing single-family homes, including condominiums, to be rehabilitated

☐ District must be a primarily residential * development

- _____ Description of residential and non-residential uses in district and acreage of each
- _____ Description of accessory uses relating to residential use

* A district is primarily residential if the overall character of the uses in the district is residential. Residential uses include both housing and uses related to residential uses, such as recreational facilities and child care facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.

☐ At least 33% of the housing units in the district must be affordable housing *

- _____ Number of affordable single-family owner-occupied homes, including condominiums, in district
- _____ Number of affordable rental units in district
- _____ Total number of housing units in district
- _____ Affordable housing units as a percent of total units

* Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.

2015 AMI for counties and other designated areas in Maine can be found at http://www.huduser.org/portal/datasets/il/il15/Section8_IncomeLimits_Rev.pdf. After scrolling down to the Maine pages, use the information in the first column at "FY 2015 MFI: _____" for the county or other area of interest. Multiply that MFI figure by 120% to determine the maximum income level.

HUD updates AMI annually. 2015 AMI will remain in effect until HUD publishes AMI for 2016.

- ☐ Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time

_____ Length of affordability period for owner-occupied single-family homes and condominiums *

* The minimum affordability period for single-family owner-occupied homes and condominiums is 10 years.

_____ Description of affordability mechanism for single-family owner-occupied homes and condominiums

_____ Length of affordability period for rental units **

** The minimum affordability period for rental units is 30 years.

_____ Description of affordability mechanism for rental units

A district may contain only homeownership units or only rental units or a combination of both, but a minimum of 33% of the total number of housing units in the district must be affordable for the required time, i.e., 10 or 30 years, depending on the housing type.

The affordable units can be fixed (particular units are subject to the affordability requirements and never change, i.e., those specific units must remain affordable during the applicable affordability period and other units cannot be substituted for them) or they can float (units initially designated as affordable may change over time and other affordable units can be substituted in their place) provided that at least 33% of the total number of housing units in the district are affordable housing at any given point in time.

Whether the units are rental or homeownership units, the affordability period begins to run when the units have been constructed or rehabilitated into decent, safe and sanitary housing and (i) are available for occupancy if the development is subject to a declaration of covenants and restrictions that requires the units to be affordable (i.e., restricted to households with income not exceeding 120% of AMI), or (ii) when the units are occupied by a household with income not exceeding 120% of AMI if the development is not subject to a declaration. The development program needs to include timing information on the development and availability for occupancy of the affordable units in the district. To comply with the TIF Statute's requirement that at least 33% of the housing units in the district be affordable housing, in a mixed-income development, the development program must provide for the construction/rehabilitation of the affordable units within a reasonable timeframe during the construction phase of the project and not leave them to the end of the project if the units will be made available for occupancy or sale as they are constructed or rehabilitated.

- ☐ Operation of housing and facilities in district

_____ Description of how housing and facilities in the district will be operated after completion

_____ Entity responsible for operation

_____ Source of operating funds

☐ Specific planned uses of tax increment revenues from the district *

* See §5249 of the TIF Statute for eligible uses of tax increment revenues from the district.

IMPORTANT NOTE: Municipalities are cautioned that a broad recitation in a development program of all or substantially all the authorized project costs listed in the TIF Statute will not be accepted by MaineHousing.

A non-residential use included in a development program may be funded with tax increment revenues from the district, provided that the non-residential use contributes to a specific, identified improvement of the health, welfare or safety of the residents of the municipality, including a specific, identified benefit to the residents of the district, or to the expansion of affordable housing within the municipality. The district and development program must otherwise comply with the requirements of the TIF Statute, including the requirement that the district be a primarily residential development. Tax increment revenues may not be used to construct new "pure" commercial facilities within a district or to rehabilitate those facilities.

_____ Description of each improvement, facility, program, or other activity included in the development program that may or will be funded in whole or in part with tax increment revenues *

* Include all intended uses and potential alternative uses.

_____ List which of these improvements, facilities, programs, or other activities are inside the district

_____ List which of these improvements, facilities, programs, or other activities are outside the district **

** To be funded with tax increment revenues, costs outside the district must be ***directly related to or made necessary*** by the creation or operation of the district. Include any supporting studies, research, estimates, and assumptions.

_____ Amount of tax increment revenues to be used for each improvement, facility, program or other activity inside and outside the district ***

*** Only the proportion of costs outside the district that are ***directly related to or made necessary*** by the creation or operation of the district may be paid with tax increment revenues.

- _____ Amount and source of other funding for the development program
- _____ Timing of each planned improvement, facility, program, or other activity

- ☐ A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund. *

- _____ A description of the fund, including type, purpose, operation, and provisions for repayment or return of fund proceeds to the fund
- _____ The timing of the establishment and use of the fund
- _____ The property to be purchased with investment fund proceeds and the housing to be developed with revolving loan fund proceeds and timing
- _____ The location of the property and the housing

* A permanent housing development revolving loan fund or investment fund must be used solely for the development of affordable housing as defined above.

Loans made from a revolving loan fund must be repaid to the municipality, and all loan repayments must be deposited into that loan fund and used for additional loans for the development of affordable housing. Loans may be made from the revolving loan fund for both new construction of affordable housing and the rehabilitation of existing housing.

Funds in an investment fund may be used only for the purchase of property by the municipality for the development of affordable housing by the municipality itself or by a developer to which the municipality sells or leases the property. All sales proceeds or rental revenues must be placed in the investment fund and used for additional purchases of property by the municipality for that purpose.

Creating a district around an existing residential area for the purpose of funding a revolving loan fund or investment fund still requires that there be some development of affordable housing within the district, whether new construction or the rehabilitation of existing housing, or both.

Because revolving loan funds and investment funds are capitalized with tax increment revenues resulting from the development of affordable housing in a district and proceeds disbursed from a loan or investment fund are required to be returned to the fund, it is not necessary for a municipality to make any further showing that costs of establishing a permanent housing development revolving loan fund or investment fund are directly related to or made necessary by the district.

- ☐ A financial plan showing for each year the development program will be in effect

- _____ An estimate of increased assessed value * of the district (including assumptions)

* Increased assessed value is the amount, if any, by which the current assessed value as of the most recent April 1st exceeds OAV.

_____ Amount or percent or method or formula for determining amount or percent of increased assessed value to be retained as captured assessed value ** and applied to pay development program costs and resulting tax increment ***

** Captured assessed value is the portion of increased assessed value that is used from year to year to finance the project costs authorized under the development program.

*** Tax increment means the municipal real estate taxes assessed on the increased assessed value of the property in the district.

_____ Calculation of estimated tax shifts showing the effect on the municipality's state revenue sharing, education subsidies, and county taxes resulting from creation of district and the capture of increased assessed value. ****

**** Use the tax shift formulas in **Appendix B** to this Application to calculate tax shifts.

_____ Allocation of total tax increment revenues from the district

_____ Portion * to be allocated to project owner

_____ Portion * to be allocated to municipality

* May be stated as a percent or amount or by formula.

_____ Copy of credit enhancement or other tax increment revenue sharing agreement (whether or not executed)

☐ Relocation plan for persons temporarily or permanently displaced by development activities

_____ Relocation plan description, or

_____ Statement that no relocation is necessary

☐ Description of environmental controls to be applied

_____ Statement regarding environmental controls, such as permitting and licensing or use of environmental mitigation measures during development and operation of district

☐ Development program consistent with comprehensive planning

_____ Date of comprehensive plan final adoption

_____ Statement of no conflict with comprehensive plan

_____ Statement indicating how development program complies with Maine law limiting growth-related capital investments (see 30-A M.R.S.A. §4349-A)

☐ District not in conflict with municipal charter

_____ Statement of no conflict with municipal charter

☐ **For municipal debt financing only:** Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs

_____ Principal amount, maturity and type of each municipal debt issuance

_____ List of improvements inside the district * to be financed with municipal debt

* Under §5250-D of the TIF Statute, municipal debt may be issued to finance only development program costs <u>inside</u> the district.

Appendix B

Tax Shift Formulas

To calculate the state education subsidy tax shift: For fiscal year 2015 – 2016 and each subsequent fiscal year, the state education subsidy formula is based on the average of the certified state valuations for the three (3) most recent years prior to the most recently certified state valuation. The education tax shift is computed by comparing Maine Department of Education Form ED 279 for the municipality with and without retained captured assessed value. The difference in the actual education subsidy and the adjusted education subsidy represents the projected state education subsidy tax shift for that year.

To calculate the state revenue sharing tax shift: The first step in determining the revenue sharing tax shift is to obtain the total municipal revenue sharing amount from the State Treasurer. The five steps outlined in the following formula are then applied ("CAV" below means projected captured assessed value):

$$\text{Step 1: } \frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation}} = \text{Current Factor}$$

$$\text{Step 2: } \frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation} + \text{CAV}} = \text{Adjusted Factor}$$

$$\text{Step 3: } \frac{\text{Current Factor} - 1.0}{\text{Adjusted Factor} - 1.0} = 1.X$$

$$\text{Step 4: } 1.X - 1.0 = .X$$

$$\text{Step 5: } .X (\text{total municipal revenue sharing amount}) = \text{Revenue sharing tax shift}$$

To calculate the county tax shift: The steps in determining the county tax shift are as follows ("CAV" below means projected captured assessed value):

Step 1: Obtain the most recent County State Valuation from Maine Revenue Services.

Step 2: Determine the average CAV for the District over the life of the District.

Step 3: Determine the municipality's current share of the county tax:

$$\frac{\text{Current State municipal valuation}}{\text{Current State county valuation}}$$

Step 4: Determine what the municipality's share of the county tax would be if the new value from the District were added to the municipal valuation without the creation of the District:

$$\frac{\text{Current State municipal valuation} + \text{average new value}}{\text{Current State county valuation} + \text{average new value}} = \% \text{ of county tax shift}$$

- Step 5: Determine the estimated average annual county tax over the life of the District. To arrive at this number, determine the average change in county tax for the last five (5) years and the percentage increase projected to the middle of the District's life.
- Step 6: Multiply the projected tax from Step 5 by the percent of county tax shift from Step 4 to determine the county tax shift.

ATTACHMENTS
to Maine State Housing Authority
Affordable Housing Tax Increment
Financing Application

**NOTICE OF PUBLIC HEARING
TOWN OF SCARBOROUGH
regarding
The Designation of the Affordable Housing Municipal Development and Tax Increment
Financing District to be Known As The
“Avesta Southgate Affordable Housing Development District” and the Adoption of a
Development Program**

Notice is hereby given that the Town of Scarborough will hold a public hearing at its Town Council Meeting on

**September 2, 2015,
at
_____ [STREET ADDRESS] _____ Scarborough, Maine,
The Public Hearing will be at _____ pm**

The purpose of the public hearing is to receive public comments on the designation of this affordable housing municipal development and tax increment financing district, the adoption of a development program for the district and the execution of a credit enhancement agreement between Avesta Southgate LP and the Town of Scarborough, Maine all pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed District relates to certain property located in the area identified on Town of Scarborough Tax Maps as Map 34, Lot 37.

A copy of the materials will be on file with the Town Clerk prior to the Public Hearing. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Attachment 2 – Public Hearing Minutes

Attachment 3 – Additional Documents (See Attachment 4)

ORDER #15-062

TOWN COUNCIL

**AN ORDER DESIGNATING THE AVESTA HOUSING AFFORDABLE HOUSING
MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT AND
ADOPTING THE DEVELOPMENT PROGRAM FOR SUCH DISTRICT**

WHEREAS, the Town of Scarborough (the "Town") is authorized pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area or areas within the Town as an affordable housing municipal development and tax increment financing district and adopt a development program for such district; and

WHEREAS, there is a need for the development of affordable, livable housing and the containment of the costs of unplanned growth in the Town of Scarborough, in the surrounding region, and in the State of Maine; and

WHEREAS, the designation of the District and implementation of the Development Program will help to improve and broaden the tax base in the Town of Scarborough and improve the economy of the Town of Scarborough and the region by attracting business development to the Town; and

WHEREAS, the Town has held a public hearing on the question of establishing the District, in accordance with the requirements of 30-A M.R.S.A. § 5250, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and

WHEREAS, the Town desires to designate the *Avesta Housing Affordable Housing Municipal Development and Tax Increment Financing District* (the "District") and adopt a development program for the District (the "Development Program"); and

WHEREAS, the Development Program includes a description of the Credit Enhancement Agreement the Town desires to enter into with the developer of the project to be located in the District on terms that include a split of tax increment financing revenues of 50% to the Town and 50% to the developer for a term of seventeen (17) years;

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority ("MaineHousing") approving the designation of the District and the adoption of the Development Program for the District;

**NOW THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE
TOWN OF SCARBOROUGH, MAINE:**

Section 1. The designation of the District and pursuit of the Development Program will create affordable, livable housing within the Town of Scarborough, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby designates ***Avesta Housing Affordable Housing Municipal Development and Tax Increment Financing District*** and hereby adopts the Development Program for the District described as more particularly set forth in the documents presented to the Town Council in conjunction with this Order.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5250-A, the percentage of captured assessed value to be retained in accordance with the Development program is hereby established as set forth in the Development Program.

Section 4. The Town Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to MaineHousing for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and further is authorized and directed to execute a Credit Enhancement Agreement consistent with the provisions of ***Avesta Housing Affordable Housing Municipal Development and Tax Increment Financing District*** Development Program as presented and approved herein and to create the accounts and take all the actions described in such agreement, if and when the Town Manager is presented with a written copy of the MaineHousing “Notice to Proceed” with respect to the Project to be located in the District.

Section 5. The Town Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Development Program for the District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the District by MaineHousing, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program. The Town Manager is also hereby authorized and directed to submit any reports to MaineHousing regarding the District and Development Program throughout the term of the District.

Section 6. The foregoing designation of the District and the adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the proposed District by MaineHousing without requirements of further action by the Town, Town Council or any other party.

Section 7. The Town hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for residential use, blighted area or is in need of rehabilitation or redevelopment; and

b. The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town, and the total area of all development districts within the Town does not exceed five percent (5%) of the total acreage of the Town; and

c. The original assessed value of the District plus the original assessed value of all existing affordable housing development districts within the Town does not exceed five percent (5%) of the total acreage of the Town.

d. The District and pursuit of the Development Program will contribute to the expansion of affordable housing opportunities within the municipality or to the betterment of the health, welfare or safety of the inhabitants of the Town. The Town has considered all evidence, if any, presented to it with regard to any substantial detriment to another party's existing property interests in the Town and has found and determined that such interested party's property interests in the Town are outweighed by the contribution made by the District or Development Program to the availability of affordable housing within the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town.

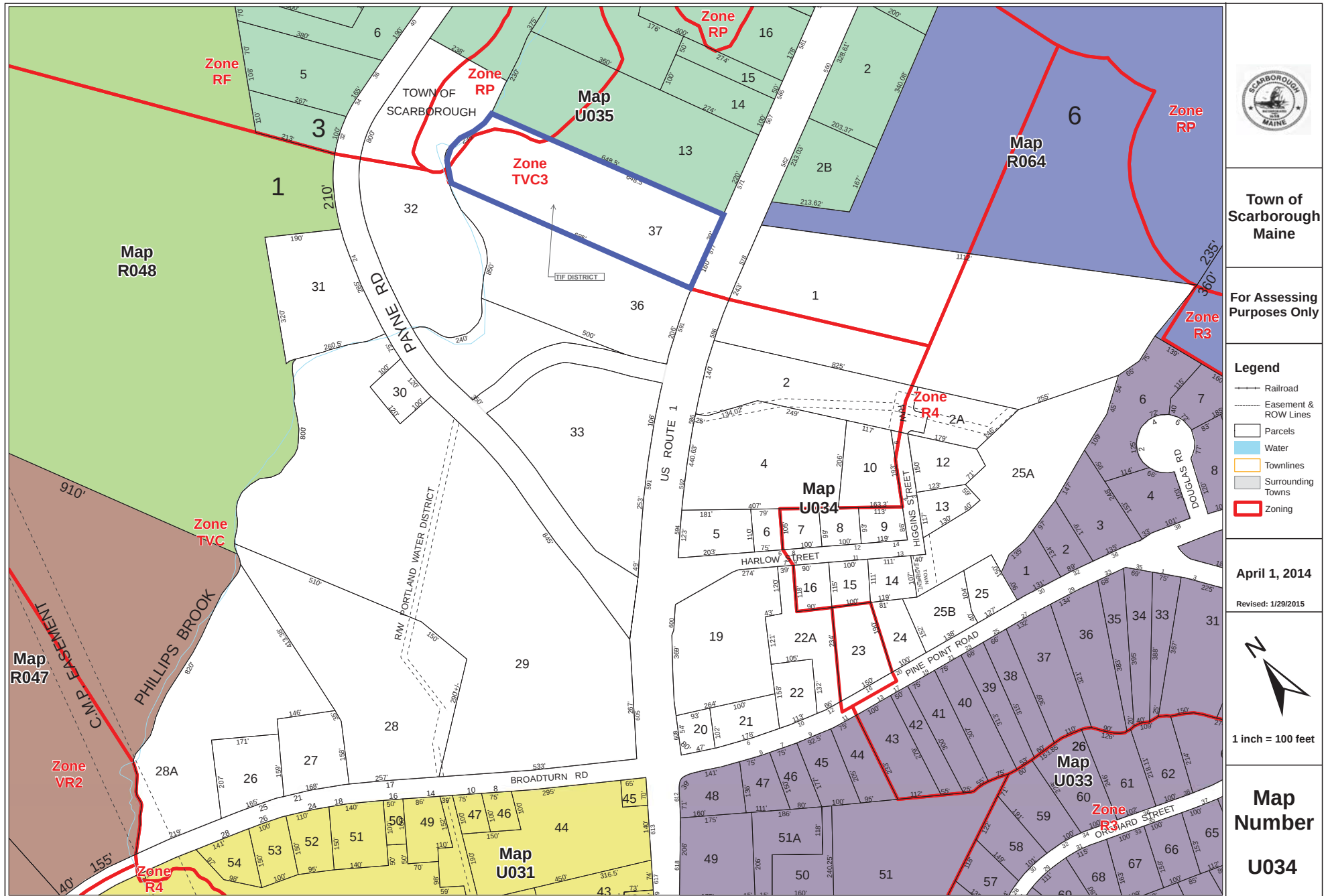
Section 8. The Town Manager is authorized to file the yearly reports required by Title 30-A M.R.S.A. § 5250-E and otherwise to take all lawful actions required in the administration of the District and Development Program.

Dated First Reading: August 19, 2015

Dated Second Reading: September 2, 2015

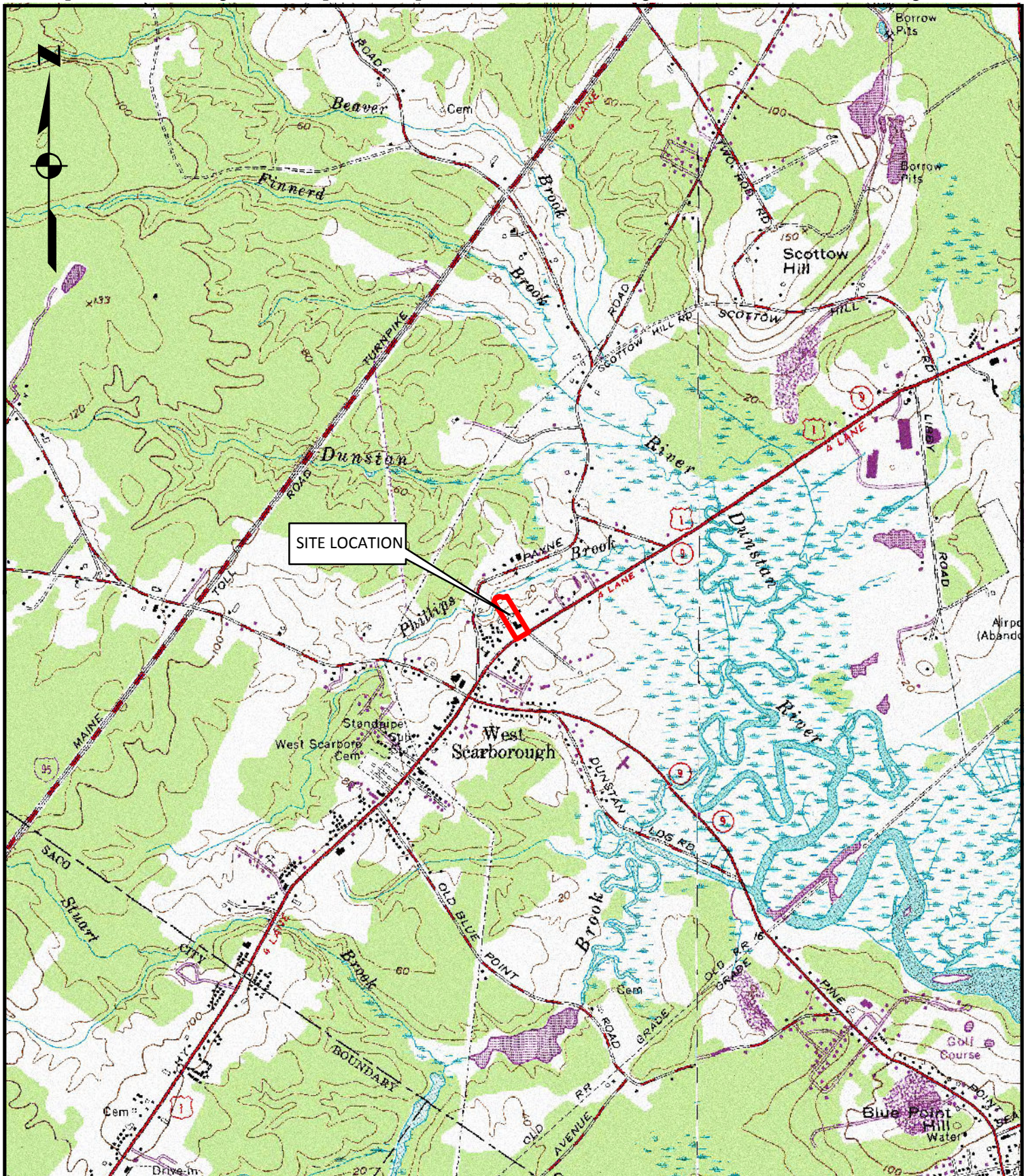
Attachment 5:

Map of Avesta Southgate Municipal Development Affordable Housing and Tax Increment Financing District



Attachment 5:

Map of Avesta Southgate Municipal Development Affordable Housing and Tax Increment Financing District



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WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. - Suite 1A
South Portland, ME 04106
Tel. 207-200-2100

250 Goddard Rd. - Suite B
Lewiston, ME 04240
Tel. 207-783-5656

SITE LOCATION MAP OF: SOUTHGATE HOUSE

LOCATION:

577 US ROUTE 1
SCARBOROUGH, MAINE

INFORMATION:

USGS QUADRANGLES
(OLD ORCHARD BEACH & PROUTS NECK)

SCALE: 1" = 2,000'

DATE: 04/09/15

TOWN OF SCARBOROUGH, MAINE
AVESTA SOUTHGATE MUNICIPAL DEVELOPMENT AFFORDABLE HOUSING AND TAX
INCREMENT FINANCING DISTRICT

ASSESSOR'S CERTIFICATE

The undersigned Assessor for the Town of Scarborough, Maine, does hereby certify pursuant to the provisions of 30-a M.R.S.A. §5250-A(2) that the taxable assessed value for all taxable real and taxable personal property within the Avesta Southgate Municipal Development Affordable Housing and Tax Increment Financing District, as delineated on a map included in the Development Program, to which this Certificate is attached, as \$442,100.00 as of March 31, 2015 (April 1, 2014).

IN WITNESS WHEREOF, This Certificate has been executed as of this ____ day of _____, 2015.

ASSESSOR

Printed name: Matthew Sturgis

Attachment 7

Development Program - Avesta Housing Affordable Housing TIF

1. District Description

The subject property located at 577 U.S. Route One (hereafter referred to as the “site”) is situated on the north side of U.S. Route One, approximately 400 feet northeast of the Payne Road intersection with U.S. Route One in Scarborough, Maine. The subject parcel is approximately rectangular in shape, and encompasses an area of about 2.8 acres. The District is made up of one lot identified on the Town of Scarborough Tax map 34 as lot 37.

The property is bordered to the southeast by U.S. Route One, to the southwest by commercial property currently operated as the Gurley Antiques Gallery, to the northeast by property recently operated as Estabrook’s Garden Center, and to the northwest by Phillips Brook and wooded land. Properties across U.S. Route One, where developed, are in predominantly commercial use. Site development is focused on the southeastern half of the parcel, adjacent to U.S. Route One, and consists of one large residential building, two smaller residential structures, and two barns. The site is presently utilized as multi-tenant residential apartments and storage. Public water supply and sewer utilities serve the property and surrounding area.

Topographically, the developed portion of the subject property is relatively flat-lying. Surface drainage is generally to the north toward Phillips Brook, a tributary of the Nonesuch River. Land use is generally commercial in the vicinity of the site. According to the Town of Scarborough, the subject parcel is zoned as “TVC3”, Town and Village Centers Fringe.

Discussions with Kyle Ambler of Avesta Housing LP indicate that the large residential building was probably constructed as a farmhouse circa 1800 and the barns around 1805. Dates of construction for the two smaller buildings are not known; one of the buildings is a two story structure currently used as tool storage and a residential apartment, and the other is a single story residence.

See Attachment 5 for a municipal and tax map showing the district boundaries.

2. Suitability

“At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment”

The District suitability is constrained by a Resource Protection District and a Shoreland Overlay Zone. The portion of the District falling into these zones totals approximately 0.9 acres or about 30% of the site. Note that the portion of the District within the restricted portion of the Shoreland Overlay Zone is not shown in the Residential Suitability Analysis chart on page 4, but was subsequently provided by the Developer’s engineering consultant as requested by the Town. The analysis in the following table indicates that approximately 70% of the District acreage is suitable for residential use, which satisfies the 25% suitability requirement.

Total acres of District	3.08
Portion of District Located in Resource Protection District (acres)	(0.21)
Portion of District within Restricted Portion of Shoreland Overlay Zone (acres)	(0.71)
Acreage Suitable for Residential use	2.16
Percent of district acreage suitable for residential use	70.23%

Physical Description of District

“to support above”

Composite Analysis

A Composite Analysis Plan has been prepared depicting the general location of development limitations on the site. The constraints can be organized in three distinct areas: the Resource Protection (RP) Zone; historic buildings; Shoreland Zone and areas that consist of steep slopes or limited soils. The remaining areas can support development with minimal constraints. Any construction in the areas of steeper slopes or limited soils can be developed with engineering investigations and design considerations typical of projects of this scope.

Although the sloping land at the rear of the site presents design challenges it provides opportunities to minimize the massing and apparent height of the proposed building, as it follows the terrain.

Severe Constraints: Resource Protection (RP) Zone

The RP Zone within the project boundary is limited to approximately 0.2 acres and is located at in the north end of the site. The RP Zone includes Phillips Brook to the north. The wooded area adjacent to the RP zone consists of moderately steep, steeper, and a gully. This area is denoted on the plan as an area of severe constraints. There is no proposed development within the RP zone.

Moderate Constraint: Historic Buildings

The existing farmhouse and two barns are identified as historically significant and will be maintained and redeveloped as part of the project. These buildings are identified as moderate constraints, as they can be developed. However, there are historic preservation requirements that increase the cost of the project and limit some site design opportunities.

Maintaining the significant historic characteristics is a key consideration for the owner and is a primary driver for a Contract Zone for the development.

Moderate Constraint: Shoreland Overlay Zone

The Shoreland Overlay zone extends 250 feet from the wetlands associated with Phillips Brook. This area represents moderate constraints based on the Shoreland Zone’s limitations on impervious cover. The proposed concept plan meets the Shoreland Zone limitations.

Moderate Constraints: Limited Soils and Slopes

The rear of the proposed development area comprising approximately 2 acres within the Shoreland Overlay Zone is underlain with Suffield Silt Loam soils and associated wetlands that fall outside of the RP zone. The silt loam soils are not as ideal as the sandy loam soils that are found at the center and south end of the site. The constraints presented by the soils and slopes in this area are mitigated by the building design. The lower floors of the building step down in elevation to the rear of the site and the building steps back to the east, mimicking the pattern of the existing barns and maintaining the foundation and lower floors close to the existing grades.

Residential Suitability Analysis

Section IV Definitions	Area (Sq Ft)	Are (Acres)	Comments
Net Residential Acreage [Ammended 09/05/07]: The area of a tract or parcel of land, which is suitable for development, determined by subtracting, in order, the following from the total acreage of the tract or parcel			
Lot Area Total (sf)	134,247	3.08	
1. Portions of the tract or parcel which, because of existing land uses or lack of access, are isolated and unavailable for building purposes or for use in common with the remainder of the tract or parcel, as determined by the Planning Board.	0	0	
2. Portions of the tract or parcel shown to be in the floodway or coastal high hazard area as designated on the Department of Housing and Urban Development flood boundary and floodway map or flood insurance rate map.	0	0	
3. Portions of the tract or parcel which are unsuitable for development in their natural state due to topographical, drainage or subsoil conditions such as, but not limited to, (a) water table at the surface for all or part of the year, or (b) unstable soil such as Sebago mucky peat, costal dune or tidal marsh, as determined by the building inspector subject to review by the Planning Board in the event of a dispute.	0	0	All Wetlands on site are located in the RP Zone
4. Portions of the tract or parcel subject to rights of way or easements.	n/a	n/a	
5. Portions of the tract or parcel located in the resource protection district, except land above the upland edge of a wetland, pursuant to the Shoreland Zoning Ordinance for the Town of Scarborough, Maine. (8/5/92)	-9,050	-0.21	
6. Portions of the tract or parcel covered by surface water bodies.	0	0.0	Stream area is located in the RP Zone
7. Portions of the tract or parcel utilized for storm water management facilities.	n/a	n/a	N/A for Multiplex Residential Use in TVC3 Zone
Remaining Land	125,197	2.87	
8. 10% of the acreage remaining after the foregoing subtractions have been made, as an allowance for roads and parking, irrespective of the actual area proposed for roads and parking.	n/a	n/a	Not Applicable in TVC3 Zone
Net Residential Area (SF) TVC3 Zone	125,197	2.87	

Zoning Designation & Allowed uses

Zone: TVC3- Town and Village Centers Fringe District

The underlying zoning of the site is Town and Village Centers Fringe (TVC3). This district provides for a range of residential uses including multifamily dwellings. The goal of the district is to supplement the TVC District in encouraging the creation and persistence of Scarborough's town and village centers, with development at a scale and uses at an intensity compatible with surrounding areas. This medium intensity mixed use district allows a range of land uses that are intended to compliment the core development pattern and uses in our town and village centers as well as serve as a transition between these centers and surrounding land uses.

The proposed redevelopment of the existing farmhouse and new multi-family building is designed to preserve and reuse the historic structures with the new building reflecting the style, lines and patterns of the historic barns that are to be preserved. The new building is designed within the context and pattern of the terrain. The building will be three stories in the front and will take advantage of existing slopes to create a walkout lower level for a total of four stories in the rear. As the building steps down a level, it is set back toward the right (west property line) behind the rear barn, mirroring the historic pattern on the site.

The TVC3 zone allows multifamily dwellings limited to not more than twelve (12) dwelling units per building (must be served by public sewer). Avesta Housing has applied for a contract zone modification to allow up to 42 units in the proposed new building.

Specific Allowed Uses Under Zoning Ordinance:

RESIDENTIAL USES:

1. Single family detached dwellings, not permitted on lots fronting Route 1
2. Two family dwellings, not permitted on lots fronting Route 1
3. Multifamily dwellings limited to no more than twelve (12) dwelling units per building (must be serviced by public sewer)[amended 04/06/2011]
4. Multiplex dwellings (must be serviced by public sewer)[amended 04/06/2011]
5. Townhouses limited to no more than eight (8) dwelling units per building (must be serviced by public sewer)[amended 04/06/2011]
6. Senior housing (must be serviced by public sewer)[amended 04/06/2011] 7. Accessory units subject to the performance standards of Section IX.J. (02/15/12)

MIXED USES:

7. Dwelling units within a mixed use building limited to no more than eight (8) dwelling units per building if served by public sewer and two (2) units per building if served by on-site sewage disposal. Permitted residential uses mixed with special exception uses requires special exception approval by the Zoning Board of Appeals under Section IV(I). [amended 04/06/2011]
8. Live/Work Units

NON-RESIDENTIAL USES: The following non-residential uses are limited to 1,000 square feet of floor area per unit of occupancy.

9. Retail sales and services, excluding car washes, and outdoor sales and services

The following non-residential uses are limited to 5,000 square feet of floor area per unit of occupancy.

10. Business services and business offices
11. Professional offices
12. Financial, insurance and real estate offices
13. Personal services
14. Non-municipal government offices
15. Restaurants with no drive-through service
16. Non-residential institutional uses, including educational, religious, philanthropic, fraternal, or social institutions, which are not otherwise permitted uses in this section
17. Funeral homes
18. Group day care homes, Day care center facilities and Nursery schools
19. Family Day Care Homes, subject to the standards and conditions of Section IV(l)(6), except that Board of Appeals review is not required
20. Health clubs, except that health clubs are not permitted in the Black Point Neighborhood Center TVC3 District located adjacent to Black Point Road and Highland Avenue.

The following non-residential uses are limited to 36,000 square feet of floor area per establishment.

21. Hotels, motels and bed and breakfast establishments except that hotels and motels are not permitted in the Black Point Neighborhood Center TVC3 District located adjacent to Black Point Road and Highland Avenue. [amended 04/06/2011] The following non-residential uses are not limited in square footage of floor area per unit of occupancy.

22. Municipal buildings and uses
23. Elementary and secondary schools
24. Place of worship
25. Accessory uses (excluding outdoor storage) including accessory agricultural activities subject to the performance standards of Section IX.P [Amended 05/05/10]
26. Libraries and museums

SPECIAL EXCEPTIONS

1. Nursing homes.
2. Boarding care facility for the elderly.
3. Public utility facilities.
4. Telecommunication facility.
5. Adjunct Uses, Place of Worship.
6. Home occupations. Special exception approval is required only for those professions or occupations not otherwise allowed as permitted uses under subsection (B)

3. District Acreage Requirements

“District Acreage divided by total municipal acreage is not more than 2%”

As shown in the table below, the district acreage divided by total municipal acreage does not exceed the 2% threshold.

Total district acreage	3.08
Total municipal acreage	34,560
District acreage as a percent of total acreage	0.009%

“Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%”

As shown in the table below, the total acreage of all existing and proposed development districts in the Town divided by total municipal acreage does not exceed the 5% threshold.

Total acreage of all development districts	1,171
Total municipal acreage	34,560
Total development district acreage as a percent of total acreage	3.4%

4. Original Assessed Value (OAV)

OAV of District as of 3/31/2015: \$442,100.00

Note that OAV includes both taxable real and taxable personal property

See Attachment #6 for certification by municipal assessor

OAV of all existing and proposed affordable housing Districts in the Municipality:

“OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%.

Aggregate OAV of existing and proposed districts	\$3,072,900
Aggregate taxable property value as of the April 1 st before MaineHousing approval	\$3,700,488,200
Aggregate OAV as a percent of total taxable value	0.08%

5. Development Program Dates

The table below includes the first and last tax year of the development program based on a 17-year TIF period.

First tax year of development program*	April 1, 2016 – March 31, 2017
Last tax year of development program**	April 1, 2032 – March 31, 2033
Municipal fiscal year***	July 1 – June 30

* May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval

** Not more than 30 years after tax year of MaineHousing approval

*** Example: July 1 – June 30

The District and Development Program will automatically terminate if the Partnership has failed to provide the Town with a copy of the MaineHousing “Notice to Proceed” with regard to the project on or before February 1, 2017.

6. Housing Need Addressed

“The development program meets an identified housing need in municipality”

Description of Need

Scarborough’s current Comprehensive Plan includes an affordable housing needs analysis identifying a series of needs and objectives that are met by the Avesta project:

Rental Housing. The Town of Scarborough has a very limited multifamily rental housing stock relative to other major communities in Maine. Among the 18 largest communities in the State, the Town ranked third from the lowest in the percent of its households who live in rental housing. In this comparison, Scarborough also had the third highest percentage of renters spending 50% or more of their income on rent (only Sanford and Waterville had higher percentages).....With a limited rental stock, Scarborough offers few housing opportunities for young people just entering the labor force (who typically rely on rental housing). If eligible households were to obtain rental voucher assistance such as Section 8 certificates, they would have difficulty finding housing in Scarborough at rents low enough to meet program limits. The subsidized family apartments that do exist in Scarborough were built under programs that will allow their eventual conversion to market rate housing. At the other end of the age spectrum there is a significant shortage of apartments for low to moderate income seniors.

Description of How Development Program Meets Need:

The proposed project will provide 50 affordable housing units to the town. The units are rental units that cannot be converted to market rate.

Number of new rental units to be constructed:

The Project will redevelop the existing property with nine rental units into 50 units of affordable housing. There will be 41 net new rental units created by the Project.

7. Confirmation of Residential Use & Affordability

*“District must be a primarily residential * development”*

**A district is primarily residential if the overall character of the uses in the district is residential.*

Residential uses include both housing and uses related to residential uses, such as recreational facilities and child care facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.

Residential Use Requirement

Avesta Housing Development Corporation is proposing to redevelop the historic Southgate House located at 577 US Route 1 in Scarborough into 50 units of affordable housing. The existing farmhouse, a prominent historic structure built in 1805, will be renovated into 8 new one bedroom apartments. The barn adjacent to the main house will be repurposed into community space while the barn toward the rear of the property will be preserved for its historic character and will remain unused.

A new 42- unit building will be set into the hill behind the existing structures and will be designed to complement the historic farmhouse. Many of the units will face the Phillips Brook shore land zone that connects to the Nonesuch River. The building will consist of 8 studios, 29 one bedroom, and 5 two

bedroom non-age restricted apartments for households making 50 to 60 percent of area median income. The building will be attached to the renovated barn which will feature a large community space, kitchenette, laundry room, office, and storage. One assigned parking space will be made available for each unit.

Overall 93% of the site will be utilized for residential uses (2.87 acres of residential). There will be no non-residential uses.

Affordable Housing Requirement

“At least 33% of the housing units in the district must be affordable housing”*

**Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.*

Number of affordable single-family owner-occupied homes, including condominiums, in district	0
Number of affordable rental units in district	50
Total number of housing units in district	50
Affordable housing units as a percent of total units	100%

Ongoing Affordability

“Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time”

The Southgate House project will be developed using Low Income Housing Tax Credit equity as the primary funding source, and will thus be subject to an Extended Low-Income Housing Commitment Agreement with MaineHousing for a period of 45 years. This document will be executed at closing and registered with the deed.

Operation of housing and facilities in district

The project will be managed by Avesta Housing Management Corporation, Avesta’s In-House property management agency. Avesta successfully manages more than 2000 affordable apartments in New England. When completed, the total estimated annual costs for operating the project is as follows: administrative expenses 14%, general expenses 5%, utilities 31%, reserves 6%, maintenance expenses 20%, resident services 4%, insurance and fees 6%, and taxes 14%. TIF income will be utilized to make the application competitive for MSHA 9% Tax credits, will assist in leverage additional financing sources, and will allow the project to take on more debt in order to be financially feasible with affordable rents between 40% and 60% of Area Median Income.

8. Specific Planned Uses of Tax Increment Revenues from the District

Specific Planned Uses

Town of Scarborough Planned Uses:

The Town of Scarborough will be utilizing its share of TIF revenues to support its existing Affordable Housing Initiative Fund.

Developer Planned Uses:

The Developer will use TIF revenues to enhance the project's financial feasibility, offset costs, and leverage additional credits. No TIF revenues will be used for non-residential purposes nor will any TIF revenues be used outside of the District.

Permanent Housing Development Revolving Loan or Investment Fund

"A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund."

The Town of Scarborough has an existing Affordable Housing Initiative Fund. The Town's portion of tax increment revenues will be directed to this existing fund. The following description of the fund is excerpted from the Town's zoning ordinance dated 06/06/2007 and amended 11/06/2013.

Affordable housing in-lieu fees collected by the Town shall be deposited into a specific account, segregated from the Town's general revenue, and created for supporting the creation of affordable housing with Scarborough. These funds shall be used in accordance with the following:

- a. The funds contributed to the specific account, entitled the Affordable Housing Initiative Fund, shall be used to further the establishment of affordable housing within the Town. More specifically, these funds may be used for the land acquisition, infrastructure, and/or building construction costs of an affordable housing project.*
- b. A portion of these funds may also be used for administrative, legal, engineering or other costs related to the planning, design, permitting, and property acquisition for an affordable housing project.*
- c. A portion of these funds may also be used to establish a revolving loan program to provide direct financial assistance to qualified homebuyers with down payments and other financing needs for purchasing affordable housing units.*
- d. The Affordable Housing Trust Fund may be used in combination with other Town funds, and other private, non-profit, and government funding for establishing affordable housing within the community.*

e. The in-lieu fees contributed by a development shall not be used by the same or other developments to fund the construction of affordable housing required to meet a residential density bonus for the creation of affordable housing.

9. Financial Plan

“A financial plan showing for each year the development program will be in effect”

The following Financial Plan includes a 17-year TIF period with the Original Assessed Value of the District being \$442,100, as certified by the municipal assessor. Valuation projections are based on estimates of development costs and projected revenues. Actual valuation for property tax and TIF purposes will be determined annually by the town assessor.

A total of 100% of incremental value will be captured for each of the 17 years of the development program. Exactly 50% will accrue to the municipal Affordable Housing Initiative Fund and 50% will go to the developer’s development fund. The incremental value to be captured will include real and personal property.

The District and Development Program will automatically terminate if the Partnership has failed to provide the Town with a copy of the MaineHousing “Notice to Proceed” with regard to the project on or before February 1, 2017.

Property Valuation: Town of Scarborough - Avesta Southgate Housing TIF						
TIF Year	Tax Year April 1	March 31 TIF Tax Year	Valuation	Annual Increment (increase sheltered above pre-TIF value)	Mil rate	Total Taxes to Be Paid (on increment plus base value)
Pre-TIF*	2015	2016	\$442,100		0.01510	
1	2016	2017	\$442,100	\$0	0.01540	\$6,809
2	2017	2018	\$1,300,000	\$857,900	0.01571	\$20,423
3	2018	2019	\$2,600,000	\$2,157,900	0.01602	\$41,663
4	2019	2020	\$2,600,000	\$2,157,900	0.01634	\$42,496
5	2020	2021	\$2,600,000	\$2,157,900	0.01667	\$43,346
6	2021	2022	\$2,600,000	\$2,157,900	0.01701	\$44,213
7	2022	2023	\$2,600,000	\$2,157,900	0.01735	\$45,097
8	2023	2024	\$2,600,000	\$2,157,900	0.01769	\$45,999
9	2024	2025	\$2,600,000	\$2,157,900	0.01805	\$46,919
10	2025	2026	\$2,600,000	\$2,157,900	0.01841	\$47,858
11	2026	2027	\$2,600,000	\$2,157,900	0.01877	\$48,815
12	2027	2028	\$2,600,000	\$2,157,900	0.01915	\$49,791
13	2028	2029	\$2,600,000	\$2,157,900	0.01953	\$50,787
14	2029	2030	\$2,600,000	\$2,157,900	0.01992	\$51,803
15	2030	2031	\$2,600,000	\$2,157,900	0.02032	\$52,839
16	2031	2032	\$2,600,000	\$2,157,900	0.02073	\$53,896
17	2032	2033	\$2,600,000	\$2,157,900	0.02114	\$54,973
17 Year TIF Total			\$40,742,100	\$33,226,400		\$747,728
Prepared by Camoin Associates, www.camoinassociates.com						
Notes and Sources:						
Annual valuation estimate provided by town assessor based on information provided by developer plus annual valuation increase of 0%. Original assessed value is estimated from developer and the municipality.						
Mil rate based on FY 2014-15 from Municipality and increased 2% annually						
Phased Development with build out completed over 3 years						

Captured Assessed Value & TIF Revenue Projection Table - Town of Scarborough - Avesta Southgate Housing TIF							
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	Captured Valuation @100% of Value Captured	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Municipal Project Account	Captured Revenue to Developer Project Account
1	2016	\$0	\$0	15.40	\$0	\$0	\$0
2	2017	\$857,900	\$857,900	15.71	\$13,478	\$6,739	\$6,739
3	2018	\$2,157,900	\$2,157,900	16.02	\$34,579	\$17,289	\$17,289
4	2019	\$2,157,900	\$2,157,900	16.34	\$35,270	\$17,635	\$17,635
5	2020	\$2,157,900	\$2,157,900	16.67	\$35,976	\$17,988	\$17,988
6	2021	\$2,157,900	\$2,157,900	17.01	\$36,695	\$18,348	\$18,348
7	2022	\$2,157,900	\$2,157,900	17.35	\$37,429	\$18,715	\$18,715
8	2023	\$2,157,900	\$2,157,900	17.69	\$38,178	\$19,089	\$19,089
9	2024	\$2,157,900	\$2,157,900	18.05	\$38,941	\$19,471	\$19,471
10	2025	\$2,157,900	\$2,157,900	18.41	\$39,720	\$19,860	\$19,860
11	2026	\$2,157,900	\$2,157,900	18.77	\$40,514	\$20,257	\$20,257
12	2027	\$2,157,900	\$2,157,900	19.15	\$41,325	\$20,662	\$20,662
13	2028	\$2,157,900	\$2,157,900	19.53	\$42,151	\$21,076	\$21,076
14	2029	\$2,157,900	\$2,157,900	19.92	\$42,994	\$21,497	\$21,497
15	2030	\$2,157,900	\$2,157,900	20.32	\$43,854	\$21,927	\$21,927
16	2031	\$2,157,900	\$2,157,900	20.73	\$44,731	\$22,366	\$22,366
17	2032	\$2,157,900	\$2,157,900	21.14	\$45,626	\$22,813	\$22,813
17 Year TIF Total		\$33,226,400	\$33,226,400		\$611,462	\$305,731	\$305,731
Prepared by Camoin Associates, www.camoinassociates.com							

Tax Shift Impact: Town of Scarborough - Avesta Southgate Housing TIF					
TIF Year	Tax Year-April 1	Total Tax Shift	Education Shift	Rev. Sharing Shift	County Tax Shift
1	2016	\$0	\$0	\$0	\$0
2	2017	\$7,862	\$7,061	\$267	\$535
3	2018	\$19,834	\$17,760	\$671	\$1,403
4	2019	\$19,895	\$17,760	\$671	\$1,464
5	2020	\$19,959	\$17,760	\$671	\$1,528
6	2021	\$20,025	\$17,760	\$671	\$1,595
7	2022	\$20,095	\$17,760	\$671	\$1,665
8	2023	\$20,168	\$17,760	\$671	\$1,737
9	2024	\$20,244	\$17,760	\$671	\$1,813
10	2025	\$20,323	\$17,760	\$671	\$1,892
11	2026	\$20,405	\$17,760	\$671	\$1,975
12	2027	\$20,492	\$17,760	\$671	\$2,061
13	2028	\$20,582	\$17,760	\$671	\$2,151
14	2029	\$20,675	\$17,760	\$671	\$2,245
15	2030	\$20,773	\$17,760	\$671	\$2,343
16	2031	\$20,876	\$17,760	\$671	\$2,445
17	2032	\$20,982	\$17,760	\$671	\$2,552
17 Year TIF Total		\$313,189	\$273,453	\$10,330	\$29,406
17 Year TIF Avg.		\$18,423	\$16,085	\$608	\$1,730
Prepared by Camoin Associates, www.camoinassociates.com					
Notes and Sources:					
The tax shifts resulting from the sheltering of valuation from the state school funding formula are based on the state EPS funding model in which a statewide estimated mill rate of 8.23 mills in FY 2015-16 is applied to a district's state valuation to determine the amount of local property taxes to be raised for education. By sheltering valuation through a TIF, the district avoids having to raise an amount equal to the valuation sheltered X mills.					
State Municipal Revenue Sharing amounts are calculated from spreadsheet provided by Maine Revenue Services, FY 2015 Projected Municipal Revenue Sharing - Released 6.30.15; http://www.state.me.us/treasurer					
County tax calculations are based on data from the County Finance Department for the FY 2015 County Tax Year. For purposes of this analysis the total county tax assessment is estimated to increase 4.36% annually throughout the life of the TIF. This is based on the average annual increase in the past five years preceding the TIF application.					

10. Relocation Plan for Displaced Persons

“Relocation plan for persons temporarily or permanently displaced by development activities”

All current residents of the Southgate House, which currently includes 5 occupied units, will need to be permanently relocated once construction of the project begins. Avesta has begun notifying tenants of the intended redevelopment of the property and the tenants been given an approximate timeline to relocate. Once primary financing is in place, Avesta will work with tenants to find alternative housing options and will work with any current tenants that may qualify and/or desire to reside in the newly redeveloped property.

11. Environmental Controls

“Statement regarding environmental controls, such as permitting and licensing or use of environmental mitigation measures during development and operation of district”

As it pertains to the redevelopment of the Southgate House, Avesta Housing Development Corporation will comply with all applicable local, state, and federal laws regarding environmental compliance. Depending on the sources of financing, which are as yet to be determined, additional regulations may apply.

12. Confirmation of No Conflict

Comprehensive Plan

The Town of Scarborough Comprehensive Plan is dated July 19, 2006. This Development Program is not in conflict with the Comprehensive Plan.

Compliance with Maine Law Limiting Growth-Related Capital Investments

§4349-A. State capital investments

1. Growth-related capital investments. The State may make growth-related capital investments only in:
A. A locally designated growth area, as identified in a comprehensive plan adopted pursuant to and consistent with the procedures, goals and guidelines of this subchapter or as identified in a growth management program certified under section 4347-A; [2003, c. 641, §16 (AMD).]

The Development Program complies with Title 30- M.R.S.A. §4249-A pursuant to its subsection (1)(A).

Municipal Charter

This Development Program is not in conflict with the Town of Scarborough’s Municipal Charter.

13. Amount of Public Debt (For municipal debt financing only).

“Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs”

There will be no municipal debt financing used to finance development program costs.

CREDIT ENHANCEMENT AGREEMENT
between
TOWN OF SCARBOROUGH, MAINE
and
AVESTA SOUTHGATE LP

Dated as of _____

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____ between the Town of Scarborough, Maine (the “Town”), a municipal body corporate and politic and a political subdivision of the State of Maine, and Avesta Southgate LP a limited partnership duly organized and existing under the laws of the State of Maine, with a place of business in Maine (as further defined below the “Partnership”).

WITNESSETH THAT

WHEREAS, the Town designated the Avesta Southgate Municipal Development and Tax Increment Financing District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the Town Council at a meeting duly called, noticed and held on September 2, 2015 (the “Vote”) and pursuant to the Vote adopted a development program and financial plan for the District entitled the “Application - Affordable Housing Tax Increment Financing” (the “Development Program”); and

WHEREAS, the Maine State Housing Authority (“MaineHousing”) has approved or is expected to approve the District and the Development Program as required by law; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Partnership; and

WHEREAS, pursuant to the Vote, the Town authorized the execution and delivery of the credit enhancement agreement contemplated by and described in the Development Program by the Town Manager, in the name of and on behalf of the Town, with such terms and provisions not inconsistent with the Development Program, as the Town Manager shall approve, such approval to be conclusively evidenced by his execution thereof; and

WHEREAS, the Town and the Partnership desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise. All other capitalized terms not otherwise defined herein shall have the meaning given such terms in the Development Program.

“Agreement” shall mean this Credit Enhancement Agreement between the Town and the Partnership dated as of the date set forth above, as such may be amended by the parties hereto from time to time.

“Captured Assessed Value” shall mean the amount of Increased Assessed Value retained in the District in each Fiscal Year during the term of this Agreement, determined in accordance with Section 2.02.

“Current Assessed Value” means the then current assessed value of the District as determined by the Town’s Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Development Program” shall have the meaning given such term in the recitals.

“Development Program Fund” shall mean the fund established and maintained pursuant to the Development Program and Article II hereof.

“District” shall have the meaning given such term in the recitals.

“Effective Date” shall mean the date of a letter from MaineHousing approving the District and Development Program.

“Financial Plan” means the financial plan described in the financial plan section of the Development Program.

“Fiscal Year” means July 1 to June 30 or such other fiscal year as may be adopted by the Town.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value.

“Original Assessed Value” means \$442,100, the assessed value of the Property as of March 31, 2015 (April 1, 2014).

“Partnership” shall have the meaning given such term in the recitals, together with its successors and assigns.

“Partnership Tax Increment Revenues” means in each Fiscal Year for the Reimbursement Term, an amount of Tax Increment Revenues equal to 50% of the Tax Increment Revenues.

“Property” means the following tax parcel shown on the Assessors Maps of the Town of Scarborough as Tax Map 34, Lot 37.

“Project” means the affordable housing project comprised of 50 affordable residential units and associated common space in the District.

“Project Cost Account” shall mean the Project Cost Account established and maintained pursuant to the Development Program and Article II hereof.

“Reimbursement Term” shall have the meaning described in Section 6.01 hereof.

“Tax Increment Revenues” means that portion of property taxes (or estimated property taxes) paid by the Partnership and attributable to Captured Assessed Value.

“Tax Payment Date” means the date(s) on which any installment of property taxes assessed by the Town is due to the Town to be paid in immediately available funds.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. §5246 (16), as amended, to wit: April 1 to March 31.

“Town” shall have the meaning given such term in the recitals.

Section 1.02 Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

ARTICLE II. DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.01 Creation of Development Program Fund.

Within sixty (60) days of the Effective Date the Town shall create and establish a Development Program Fund. Such Development Program Fund shall include a Project Cost Account within which a Partnership TIF Subaccount and a Town TIF Subaccount shall also be created.

Section 2.02 Captured Assessed Value.

In each Fiscal Year, the Town shall retain 100% of the Increased Assessed Value as Captured Assessed Value to generate the Tax Increment Revenues.

Notwithstanding anything to the contrary herein, the Town shall have the discretion to reduce the percentage of Increased Assessed Value that is retained as Captured Assessed Value in the District. Notwithstanding anything to the contrary herein, if the Town exercises its discretion to reduce the percentage of Increased Assessed Value that is retained as Captured Assessed Value in the District, it must (i) do so in accordance with Title 30-A Chapter 206, and (ii) maintain an adequate percentage of Increased Assessed Value retained as Captured Assessed Value so that the total amount of deposits into the Partnership TIF Subaccount and resulting payments to the Partnership are the same as they would have been had the Town continued to retain 100% of the Increased Assessed Value as Captured Assessed Value in the District.

Section 2.03 Deposits into Project Cost Account.

(a) During the term of this Agreement, the Town shall deposit into the Partnership TIF Subaccount promptly upon receipt of property taxes or estimated property taxes (or each installment thereof, whether monthly or otherwise) paid to the Town with respect to the Current Assessed Value, an amount equal to that portion of the payment that constitutes or will constitute Partnership Tax Increment Revenues.

(b) The payments by the Partnership to the Town, provided for in this Article II, shall be paid by the Partnership in immediately available funds directly to the Town in the manner provided hereinabove.

Section 2.04 Use of Monies in Partnership TIF Subaccount.

Monies deposited in the Partnership TIF Subaccount shall be used and applied exclusively to fund the payment obligations to the Partnership described in Article III hereof. The Partnership shall use the Partnership Tax Increment Revenues solely for the purposes set forth in the Development Program.

Section 2.05 Monies Held in Trust.

All monies actually deposited into the Partnership TIF Subaccount under the provisions hereof and the provisions of the Development Program shall be held by the Town, in trust, for the benefit of the Partnership in accordance with the terms and conditions of this Agreement.

ARTICLE III. PAYMENT OBLIGATIONS

Section 3.01 Credit Enhancement Payments.

(a) Within thirty (30) days following each Tax Payment Date, the Town shall pay to the Partnership in immediately available funds all amounts then on deposit in the Partnership TIF Subaccount.

(b) All payments made by the Town to the Partnership hereunder shall be used to pay directly or to reimburse the Partnership for payment of qualified "Project Costs" (defined under Chapter 206 of Title 30-A of the Maine Revised Statutes) set forth in the Development Program.

(c) If, with respect to any Tax Payment Date, the Partnership fails to pay any portion of property taxes assessed by the Town, because of a valuation dispute or otherwise, the property taxes actually paid by the Partnership with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value – Tax Map 34, Lot 37 to be deposited into the Town's general fund; second, shall be applied to the Development Program Fund in the Town TIF Subaccount; and third, shall be applied to the Development Program Fund in the Partnership TIF Subaccount.

(d) When the Town has made payments to the Partnership for the Reimbursement Term, the Town shall have no further payment obligations to the Partnership hereunder.

Section 3.02 Failure to Make Payment.

In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III, the item or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Partnership shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit Partnership Tax Increment Revenues to the Partnership TIF Subaccount and its obligation to make payments to the Partnership.

Section 3.03 Manner of Payments.

The payments provided for in this Article III shall be paid in immediately available funds directly to the Partnership in the manner provided hereinabove for its Project Costs set forth in the Development Program.

Section 3.04 Obligations Unconditional.

Except as otherwise expressly provided in this Agreement, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Partnership. The Town hereby acknowledges that the Partnership has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Section 3.05 Limited Obligation.

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from Partnership Tax Increment Revenues and any earnings thereon, pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from the Partnership Tax Increment Revenues received by the Town, and any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the Town's obligation to assess property taxes upon the Project and to appropriate the Partnership Tax Increment Revenues, and earnings thereon, pledged under this Agreement.

Section 3.06 Town Professional Services Costs.

The Partnership agrees to reimburse the Town for any reasonable professional services fees and costs, including attorneys' fees, incurred in connection with the establishment of the District and entering into this Credit Enhancement Agreement. Such reimbursement shall be due within thirty (30) days from the date the Town sends a written request for such fees to the Partnership. [

ARTICLE IV. PLEDGE AND SECURITY INTEREST

Section 4.01 Pledge of the Partnership TIF Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Partnership by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Partnership the Partnership TIF Subaccount and all sums of money and other securities and investments therein.

Section 4.02 Perfection of Interest.

The Town shall cooperate with the Partnership and take such steps as may be necessary from time to time under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder, including, without limitation, entering into any control or three party agreement with the financial institution in which the Partnership TIF Subaccount is held.

Section 4.03 Further Instruments.

The Town shall, upon the reasonable request of the Partnership, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; *provided, however*, that no such instruments or actions shall pledge the credit of the Town, materially disadvantage the Town, or materially change this Agreement; *provided further* that any reasonable fees and expenses, including but not limited to legal fees and expenses, incurred in connection with the execution or delivery of such further instruments or further action shall be payable by the Partnership.

Section 4.04 Liens.

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Partnership TIF Subaccount or any funds therein or revenues resulting from investment of funds therein, other than those interests created in favor of the Partnership hereunder; *provided, however*, nothing herein shall prohibit creation of real and personal property tax liens on the Partnership's property in accordance with, and entitled to the priority provided under, Maine law.

Section 4.05 Access to Books and Records.

All books, records and documents in the possession of the Town relating to the administration of the District, the Development Program or the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Partnership TIF Subaccount shall at all reasonable times be open to inspection by the Partnership, its agents and employees.

ARTICLE V. DEFAULTS AND REMEDIES

Section 5.01 Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the Town to pay any amounts due to the Partnership when the same shall become due and payable;

(b) Any failure by the Town to make deposits into the Partnership TIF Subaccount as and when due;

(c) Other than as provided in paragraph (a) and (b) above, any failure by the Town or the Partnership to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the Town or the Partnership respectively to be observed or performed which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises shall appoint a conservator or receiver or liquidator for the Partnership, or if any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings for the winding up or liquidation of the Partnership’s affairs shall have been entered against the Partnership or if the Partnership shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Partnership or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Partnership or the failure by the Partnership to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Partnership.

(e) If any principal or interest or other sum payable by the Partnership to its secured lenders is not paid within thirty (30) days of its due date;

(f) If any written representation or warranty given by the Partnership is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the Town that were later changed by mutual consent;

(g) If Partnership fails to maintain adequate surety bonding at the levels and terms as may be required from time to time by the Partnership's secured lenders and/or Partnership allows mechanics' liens to encumber the Project for a period of more than thirty (30) days.

(h) any discontinuance of the District property as "affordable housing," pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.02 Remedies on Default.

Whenever any Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing for a period of fifteen (15) days, or for an otherwise applicable cure period, after a party's receipt from the other party of written notice of an Event of Default by the party, the other party may (a) specifically enforce the performance or observance of any obligations, agreements or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured.

Section 5.03 Remedies Cumulative.

No remedy herein conferred upon or reserved to the Partnership is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default or to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the Town with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.04 Enforcement Rights.

The Town and the Partnership agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement and to pursue any other remedy available hereunder, it being understood and agreed that this Agreement is a material inducement to the Partnership to continue its pursuit of the Project. The parties agree that in the

event of any dispute or disagreement hereunder the Partnership and the Town shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism.

Section 5.05 Tax Laws.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Partnership. Without limiting the foregoing, the Town and the Partnership shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Partnership's property.

ARTICLE VI. TERM

Section 6.01 Reimbursement Term; Termination.

The Reimbursement Term means a period no longer than seventeen (17) years starting following the execution of this Agreement and the Effective Date, whichever is later, but in no event shall the Reimbursement Term last beyond the expiration of the District and Development Program when first approved.

This Agreement shall automatically terminate if the Partnership has failed to provide the Town with a copy of the MaineHousing "Notice to Proceed" with regard to the project on or before February 1, 2017.

Section 6.02 Expiration of Reimbursement Term.

Upon the expiration of the Reimbursement Term, or any earlier termination of this Agreement and following full payment of all amounts due and owing to the Partnership hereunder or provision for payment thereof, the Town and the Partnership shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement. No such expiration or termination shall affect any rights or obligations then outstanding.

ARTICLE VII. ASSIGNMENT AND PLEDGE OF PARTNERSHIP'S INTEREST

Section 7.01 Pledge, Assignment or Security Interest.

The Town hereby consents to the pledge, assignment or granting of a security interest by the Partnership of its right, title and interest in, to and under this Agreement as collateral for financing for the Project. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all the Partnership's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Partnership hereunder, to third parties as collateral or security for indebtedness on one or more occasions during the term hereof. Subject to the limitations set forth in Section 4.03 the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.02 Assignment.

The Partnership shall have the unrestricted right to transfer and assign all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as the Partnership may deem appropriate with the written consent of the Town of Scarborough's Town Manager, which consent shall not be unreasonably withheld. No such assignment shall be binding upon the Town until the Town shall have been provided evidence of assignment reasonably satisfactory to it.

ARTICLE VIII. MISCELLANEOUS

Section 8.01 Successors.

In the event of the dissolution of the Town or the Partnership, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred, with the written consent of the Town of Scarborough's Town Manager which consent shall not be unreasonably withheld.

Section 8.02 Parties in Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other

than the Town and the Partnership any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Partnership; provided, however, that if the payment obligations of the Town to the Partnership hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

Section 8.03 Severability.

Except as otherwise provided herein, in case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.04 No Personal Liability of Officials of the Town.

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity and neither the members of the Town Council of the Town, nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.05 Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.06 Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement in all respects.

Section 8.07 Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Partnership pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:
Town Manager, Town of Scarborough
P O Box 360
Scarborough, Maine 04070-0360

With a copy, which shall not constitute notice, to:
Shana Cook Mueller, Esq.
Bernstein Shur
P.O. Box 9729
Portland, Maine 04104

If to the Partnership:
Avesta Southgate LP
c/o Avesta Housing Development Corporation
Attn: Kyle Ambler
307 Cumberland Avenue_
Portland, Maine 04101

With a copy, which shall not constitute notice, to:
Maurice A. Selinger, III, Esq.
Curtis Thaxter LLC
P.O. Box 7320
Portland, ME 04112

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.08 Amendments.

Neither this Agreement nor the Development Program may be amended without the express written consent of all of the parties hereto. This Agreement may only be amended in compliance with the provisions of 30-A M.R.S.A. Section 5251 et seq., as amended.

Section 8.09 Benefit of Assignees or Pledges.

The Town agrees that this Agreement is executed in part to induce assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Partnership's right, title and interest herein.

Section 8.10 Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Partnership relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.11 Valuation Agreement.

The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and the Partnership hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Partnership's property for purposes of ad valorem property taxation; or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.12 No Third Party Benefits.

Except as otherwise expressly authorized herein, this Agreement is entered into solely between, and may be enforced only by the Town and the Partnership and its assignees or pledgees, and this Agreement will not be deemed to create any rights in other third parties, or to create any obligations of a party to this Agreement to any such third parties. In clarification of the foregoing, no tenant at the Property obligated under its lease or rental agreement with the Partnership to pay all or any portion of the property taxes associated with the Property shall be entitled to any of the funds in the Partnership TIF Subaccount or to the benefit thereof without a formal assignment or pledge from the Partnership of the rights and duties to this Agreement.

Section 8.13 State Reporting Requirement.

To the extent required by Title 30-A M.R.S.A. §5250-E, the Town shall comply with the reporting requirements related to this Agreement. The Partnership shall make any written certifications of activities in the District that the Town reasonably requires, including but not limited to confirmation of any sales of property within the District, confirmation of the affordability of the rental units in the District, and confirmations of the schedule of development for the Project.

IN WITNESS WHEREOF, the Town and the Partnership have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

TOWN OF SCARBOROUGH, MAINE

By: _____
Thomas Hall, Town Manager
as authorized by the Town Council
on September 2, 2015

AVESTA SOUTHGATE LP

By: Pinecone Housing Corporation, its
general partner

By: _____
Dana Totman, its President

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 19, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-063. Move approval of the review of a dangerous building located at 341 U.S. Route One and schedule a public hearing for Wednesday, September 16, 2015, pursuant to Title 17, M.R.S.A. §2581.

Town of Scarborough, Maine
Planning and Code Enforcement

Memorandum

To: Tom Hall, Scarborough Town Manager; Members of the
Scarborough Town Council

From: Brian Longstaff, Zoning Administrator

Date: August 11, 2015

Re: It's a Good Motel Enforcement Action

The purpose of this memo is to provide background and context for the current enforcement action that has resulted in the need for the Town Council to find that the building is dangerous and to order corrective action.

On October 8, 2013, a fire damaged the roof and several rooms in a wing containing units 1-5 of the motel located at 341 US Route 1, and owned by Gilman Real Estate Management, Ellen Ellsworth, Principal.

Due to the degree of damage caused by the fire, those units were rendered uninhabitable. The Code Office contacted Ms. Ellsworth to understand her intent for the future of those units, and was informed that she had no insurance and therefore, repair or reconstruction was not likely to happen due to lack of sufficient capital. The Town provided Ms. Ellsworth ample opportunity to demolish the structure given her financial situation, during which time she unsuccessfully attempted to sell the property.

On March 16, 2015 the Code Office issued a Notice of Violation requesting an opportunity to inspect the damaged structure to assess the best course of action to correct the violation. Ms. Ellsworth cooperated and an inspection was conducted on April 1, 2015 by Capt. Jim Butler and myself. Ms. Ellsworth stated that she had a crew willing to demolish the building for the salvaged material value, but would need sufficient time to complete the deconstruction. The Town entered into a consent agreement with Ms. Ellsworth on April 10, 2015 that required the demolition to be completed by June 10, 2015. As required by law, Ms. Ellsworth had the structure tested for asbestos containing materials. Tests were positive for floor and ceiling tile, and the cost of removal by a licensed abatement company was more than Ms. Ellsworth could absorb. At that point, she informed me that the Town could exercise condition #5 of

the consent agreement, which enables the Town (and our contractor) to proceed with the demolition and reserves the right to impose penalties or place liens on the property to recover our costs to do so.

The Town's attorney has advised that in order for the Town to cause the demolition of the structure, it should proceed with a "Dangerous Building" action pursuant to the process outlined in 17 MRSA §§ 2851-2859.

The Town has requested price quotations from qualified firms to demolish the damaged structure, and is positioned to enter into a contract with a firm to complete that work once the Dangerous Building process is finalized and the order is given by Council.



Memorandum

To: Thomas Hall, Scarborough Town Manager
From: Philip Saucier 
Date: August 7, 2015
Re: Dangerous Buildings

You have requested a brief summary of the Maine dangerous building statutes and an outline of actions necessary for the Town Council to find that a building is dangerous and to order corrective action.

The state dangerous building law (17 M.R.S. §§ 2851-2859) gives a municipality (through the municipal officers) the authority to abate the conditions of a dangerous building that are a nuisance and a threat to public health and safety.

There are three options available under the statute to address such dangerous buildings:

- 1) Town Council Hearing. The Town Council may determine, after notice to the owner and all parties-in-interest and a hearing, that a building or structure is “dangerous” and order appropriate corrective action (including abatement and/or demolition) either by the owner, or by the town in the event that the owner does not comply. The following is the Town Council process under this option:
 - a. The Council should first order a hearing and serve notice on the owner and parties-in-interest. If an owner cannot be found, notice must be published for three successive weeks in a local newspaper.
 - b. During the hearing, town officials, experts, the owner, and any other person who wishes may testify about the condition of the property. The Council reviews the evidence, then makes findings and issues an order that is recorded in the Registry of Deeds and served on the owner and parties-in-interest.

- c. If the owner does not abate the property as ordered by the Town Council, the Town may abate or demolish the building and recover costs associated with the abatement through the imposition of a “special tax.”
- 2) Superior Court. The Town Council may seek an order from the Superior Court, after service upon the owner and parties-in-interest, which may order abatement and/or demolition and award costs to the Town. There is also a separate “summary” court process available for immediate and serious threats to public health, safety and welfare.
- 3) Consent to Removal. The owner and parties-in-interest of a dangerous structure may consent to its removal and recovery of expenses incurred through a “special tax.”

Material from the Maine Municipal Association and a copy of the statutes are attached to this memorandum for more information. Please let me know if you have any further questions about this process.



Dangerous Buildings

Links to the following documents are provided as examples for informational purposes only. They have not been reviewed by MMA Legal Services. Do not use any sample unless it has been reviewed by your legal counsel and tailored to meet the needs of your municipality.

This packet includes the following attachments:

- [Title 17 M.R.S.A. §§ 2851-2859](#) [Use the arrows to move within the sections]
- [Title 14 M.R.S.A. § 6321](#)
- [Title 30-A M.R.S.A. § 3106](#)
- [Rule 4, Maine Rules of Civil Procedure](#), 2011 edition [scroll down to Rule 4]
- Sample [Notice of Hearing](#)
- Sample [Findings and Order](#)
- Sample [Consent to Removal](#)
- Sample [Acknowledgment and Return of Service](#)

Important issues and considerations include:

I. Securing Structures

If a building poses a serious threat to public health and safety, a municipality may secure it pending the abatement proceedings discussed below, and may recover its expenses from the owner (17 M.R.S.A. § 2856). Notice must be served on the owner and all parties-in-interest in accordance with 17 M.R.S.A. § 2851(1), but notice need not be given in advance if prompt action to secure the structure is necessary.

II. Local Process; Alternative Summary Process

State law provides three methods for abating the nuisance and public safety threat posed by a dangerous building. Under the first method, the municipal officers (selectpersons or councilors) may, after notice and hearing, find that a building or structure, or portion thereof, is unsafe and is therefore a nuisance or dangerous and must be disposed of (17 M.R.S.A. § 2851). Notice of the hearing must be served on the owner and upon all parties-in-interest as defined in 14 M.R.S.A. § 6321 (mortgagors, holders of the fee interest, mortgagees, lessees under recorded leases or memoranda of leases, lienors and attaching creditors, all as shown by Registry of Deeds records and documents referred to therein). Published notice is required where the name or address of any owner or co-owner is unknown (17 M.R.S.A. § 2851(2)). The notice must be recorded in the Registry of Deeds by the municipal clerk (17 M.R.S.A. § 2857). After the hearing, the municipal officers may issue an order: "prescribing what disposal must be made of that building or structure" (17 M.R.S.A. § 2851). The order must be accompanied by written "findings." Most often, the order is for abatement of structural defects within a specific period of time or removal of the structure. However, nothing in the statute limits municipal remedies, and it may order a building demolished. Neither the statute nor due process of law requires the municipality to first list the defects and allow a reasonable time for repairs before demolition. *Kirkpatrick v. City of Bangor*, 1999 ME 73, 728 A.2d 1268. The municipal clerk must record the order in the Registry of Deeds and must also serve an attested copy of the order upon the owner and all parties-in-interest (17 M.R.S.A. § 2851(3)). An appeal may be taken to Superior Court from the decision of the municipal officers. If no appeal is filed, the municipal officers may order the building or structure to be repaired or removed (17 M.R.S.A. §§ 2852-2853).

The second method of abatement is an alternative to proceeding before the municipal officers. Instead, a municipality may seek an abatement and/or demolition order directly from Superior Court (17 M.R.S.A. § 2851(4)). After a hearing, the Court may order abatement/demolition and may award costs to the municipality.

The third method of abatement is a "summary" (immediate) process that may be used in cases involving an immediate and serious threat to public health, safety and welfare (17 M.R.S.A. § 2859). To use the summary process, the building inspector

(or other official named in the statute) must file a verified complaint with the Superior Court. The court may act "ex parte" to set a hearing date (within 10 days of the filing) and order the owner(s) to appear. Upon hearing, the court may order abatement/removal and may assess costs. There is no appeal from the court's judgment, although the owner may, within 30 days, contest costs and seek damages for wrongful removal if provable.

III. Acknowledgment; Return of Service

On a legal document, an "acknowledgment" attests to the authenticity of a signature and is required in order to record the document at the county Registry of Deeds. A "return of service" evidences that a copy of the document was actually served on a person by someone with authority to do so. All of the suggested forms in this packet should include an acknowledgment for each signature and should be recorded in the Registry of Deeds (17 M.R.S.A. §§ 2851, 2857 and 2858). Any notice or order required to be served on an owner or party-in-interest should also include a return of service (17 M.R.S.A. §§ 2851 and 2856). Service must be made in the same manner as a court summons is served, including by mail, by a sheriff or deputy within the sheriff's county, by another person authorized by law, or by some person specially appointed by the court for that purpose (Rule 4, M.R.Civ.P., linked above). Please note that while service on an out-of-state property owner may be made in the same manner in which service is made in Maine, the person serving the order on an out-of-state property owner must be one authorized to do so under the laws of the state where service is attempted.

IV. Records

In any proceeding before the municipal officers, a full record of testimony and deliberations should be kept (either a clearly audible tape recording or a written verbatim transcript). Documentary evidence (such as photos and inspection reports) also should be compiled and preserved. This record is essential to sustaining the municipal officers' decision if it is appealed. Proof of expenses (such as time cards and invoices) also will be important if a municipality itself undertakes the abatement and seeks to recover its costs.

V. Special Tax

If municipal expenses of abatement are not paid by the owner(s) within 30 days of demand, these costs may be recovered by assessing a "special tax" against the land (17 M.R.S.A. § 2853). The tax must be included in the "next annual warrant" to the collector and may be collected in the same manner as property taxes (including by automatic lien foreclosure). (See MMA's *Municipal Assessment Manual* for assessment and commitment discussions and related forms.)

VI. Personal Property Located in a Building Declared to be Dangerous

In many cases, there will be items of personal property inside a building that has been declared dangerous using the process outlined above. Before the building may be demolished, the personal property must be addressed. Title 30-A M.R.S.A. § 3106 outlines the statutory procedure that must be followed by the municipality in the event of abandoned personal property.

VII. Additional Concerns

As the discussion above indicates, a determination that a structure is a dangerous building requires careful consideration by the municipal officers and strict compliance with the requirements of State law, including complex notice provisions. A title search is recommended to identify all parties-in-interest entitled to notice of the proceedings. Moreover, demolition of property is a drastic measure that may result in liability for damages for wrongful removal. The municipality should take care to protect the due process rights of the owner or parties-in-interest by providing a meaningful opportunity to be heard and to address municipal concerns. *Kirkpatrick v. City of Bangor*, 1999 ME 73, 728 A.2d 1268; *Michaud v. City of Bangor*, 196 A.2d 106 (Me. 1963); *Bennett v. Town of Poland*, CV-88-64 (Super. Ct. Andro. Cty, Nov. 9, 1988). Therefore, we strongly urge the municipal officers to consult with local counsel before commencing such a proceeding. The municipality may recover the cost of legal advice as part of the "special tax" assessed against the property. (See *City of Brewer v. Michael W. Conners*, 2004 Me. Super. LEXIS 135 (No. CV-03-2, Me. Super. Ct., Pen. Cty., May 28, 2004), in which the Court awarded the City both its costs for demolishing the dangerous buildings and its attorney's fees and costs for bringing the action.)

Finally, and again in consideration of the complexity of the formal procedures outlined above, a municipality should first attempt to resolve the issue of an unsafe building informally by sending a letter by certified mail, return receipt requested, to the property owner setting forth the problem and explaining that unless the problem is resolved to the municipality's satisfaction within a specified number of days, the municipality will commence proceedings to have the building or structure demolished. Municipalities should be aware that any negotiated consent which allows the municipality to demolish property and assess a special tax against the property must include written consent by all parties-in-interest. Notices of the consent must be recorded in the Registry of Deeds (17 M.R.S.A. § 2858).

VIII. Forms

The MMA Legal Services Department would like to thank Geoff Hole, Esq. for sharing various forms that he developed for use in connection with the Title 17 dangerous building process. Those forms appear as part of this packet either in their original form or with modifications.

This packet is designed to provide general information and is not intended as a substitute for legal advice for specific situations. The statutes and other information herein are only current as of the date of publication.

Last reviewed 7/12

Title 17: CRIMES

Chapter 91: NUISANCES

Subchapter 4: DANGEROUS BUILDINGS

§2851. DANGEROUS BUILDINGS

Whenever the municipal officers in the case of a municipality, or the county commissioners in the case of the unorganized or deorganized areas in their county, find that a building or structure or any portion thereof or any wharf, pier, pilings or any portion thereof that is or was located on or extending from land within the boundaries of the municipality or the unorganized or deorganized area, as measured from low water mark, is structurally unsafe; unstable; unsanitary; constitutes a fire hazard; is unsuitable or improper for the use or occupancy to which it is put; constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; or is otherwise dangerous to life or property, they may after notice and hearing on this matter adjudge the same to be a nuisance or dangerous and may make and record an order prescribing what disposal must be made of that building or structure. [1997, c. 6, §1 (AMD) .]

1. Notice. The notice must be served on the owner and all parties in interest, as defined in Title 14, section 6321, in the same way service of process is made in accordance with the Maine Rules of Civil Procedure.

[1997, c. 6, §1 (AMD) .]

2. Notice; how published. When the name or address of any owner or co-owner is unknown or is not ascertainable with reasonable diligence, then the notice must be published once a week for 3 successive weeks prior to the date of hearing in a newspaper generally circulated in the county, or if none, in the state paper.

[1997, c. 6, §1 (AMD) .]

3. Order. The order made by the municipal officers or county commissioners must be recorded by the municipal or county clerk, who shall cause an attested copy to be served upon the owner and all parties in interest in the same way service of process is made in accordance with the Maine Rules of Civil Procedure. If the name or address cannot be ascertained, the clerk shall publish a copy of the order in the same manner as provided for notice in subsection 2.

[1997, c. 6, §1 (AMD) .]

4. Proceedings in Superior Court. In addition to proceedings before the municipal officers or the county commissioners, the municipality or the county may seek an order of demolition by filing a complaint in the Superior Court situated in the county where the structure is located. The complaint must identify the location of the property and set forth the reasons why the municipality or the county seeks its removal. Service of the complaint must be made upon the owner and parties-in-interest in accordance with the Maine Rules of Civil Procedure. After hearing before the court sitting without a jury, the court shall issue an appropriate order and, if it requires removal of the structure, it shall award costs as authorized by this subchapter to the municipality or the county. Appeal from a decision of the Superior Court is to the law court in accordance with the Maine Rules of Civil Procedure.

[1997, c. 6, §1 (AMD) .]

SECTION HISTORY

1965, c. 284, (RPR). 1967, c. 401, §1 (AMD). 1973, c. 143, §1 (AMD).
1979, c. 27, §§1-3 (AMD). 1997, c. 6, §1 (AMD).

§2852. APPEAL; HEARING

An appeal from a decision of the municipal officers or county commissioners must be to the Superior Court, pursuant to the provisions of the Maine Rules of Civil Procedure, Rule 80B. [1997, c. 6, §2 (AMD).]

SECTION HISTORY

1965, c. 284, (RPR). 1979, c. 27, §4 (RPR). 1997, c. 6, §2 (AMD).

§2853. MUNICIPAL OFFICERS MAY ORDER NUISANCE ABATED

If no appeal is filed, the municipal officers of such municipality shall cause said nuisance to be abated or removed in compliance with their order, and all expenses thereof shall be repaid to the municipality by the owner or co-owner within 30 days after demand or a special tax may be assessed by the assessors against the land on which said building was located for the amount of such expenses and such amount shall be included in the next annual warrant to the tax collector of said town for collection, and shall be collected in the same manner as other state, county and municipal taxes are collected. [1967, c. 401, §2 (AMD).]

In the case of any claim for expenses incurred in the abatement or removal of any wharf, pier, pilings or any portion thereof which extends beyond the low water mark, the special tax authorized by this section shall apply to the land from which such wharf, pier or pilings extended or to which they were adjacent, provided the owner of the land is also the owner of the said wharf, pier, pilings or portion thereof. [1973, c. 143, §2 (NEW).]

Expenses shall include, but not by way of limitation, the costs of title searches, location reports, service or process, costs of removal of the structure, any costs incurred in securing the structure, pending its removal, and all other costs incurred by the municipality which are reasonably related to the removal of the structure. In addition to levying a special tax, the municipality may recover its expenses, including its reasonable attorney's fees, by means of a civil action brought against the owner. [1979, c. 27, §5 (NEW).]

SECTION HISTORY

1965, c. 284, (RPR). 1967, c. 401, §2 (AMD). 1973, c. 143, §2 (AMD). 1977, c. 707, §§5-A (AMD). 1979, c. 27, §5 (AMD).

§2854. COSTS

(REPEALED)

SECTION HISTORY

1965, c. 284, (RP).

§2855. ENTRY INTO FORCE BY TOWN VOTE

(REPEALED)

SECTION HISTORY

1965, c. 284, (RP).

§2856. SECURING DANGEROUS STRUCTURES

In addition to other proceedings authorized by this subchapter, a municipality shall have the right to secure structures which pose a serious threat to the public health and safety and to recover its expenses in so

doing as provided in this subchapter. If a building is secured under this section, notice, in accordance with section 2851, subsection 1, shall be given. This notice need not be given before securing the structure if the threat to the public health and safety requires prompt action. [1979, c. 27, §6 (NEW) .]

SECTION HISTORY

1979, c. 27, §6 (NEW) .

§2857. RECORDING OF NOTICE

The municipal clerk shall cause an attested copy of the notice to be recorded in the Registry of Deeds located within the county where the structure is situated. Recording of this notice shall be deemed to put any person claiming under the owner of a structure subject to proceedings under this subchapter on notice of the pendency of the proceedings. [1979, c. 27, §6 (NEW) .]

SECTION HISTORY

1979, c. 27, §6 (NEW) .

§2858. CONSENT TO REMOVAL

The owner and parties-in-interest of a dangerous structure may consent to its removal and to the recovery of the expenses incurred by a municipality by means of a special tax as set forth in this subchapter. Notices of the consent shall be recorded in the Registry of Deeds located in the county where the structure is situated. [1979, c. 27, §6 (NEW) .]

SECTION HISTORY

1979, c. 27, §6 (NEW) .

§2859. SUMMARY PROCESS

In cases involving an immediate and serious threat to the public health, safety or welfare, in addition to any other remedies, a municipality may obtain an order of demolition by summary process in Superior Court, in accordance with this section. [1981, c. 43, (NEW) .]

1. Commencement of action. A municipality, acting through its building official, code enforcement officer, fire chief or municipal officers, shall file a verified complaint setting forth such facts as would justify a conclusion that a building or structure is "dangerous," as that term is defined in section 2851; and shall state in the complaint that the public health, safety or welfare requires the immediate removal of that building or structure.

[2007, c. 2, §5 (COR) .]

2. Order of notice. Whenever a complaint is filed under this section, the justice before whom it is brought, acting ex parte, shall promptly issue an order:

A. Requiring the owner and all parties-in-interest, as that term is defined in the statutes governing foreclosure by civil action, to appear and show cause why the building or structure should not be ordered demolished; [1981, c. 43, (NEW) .]

B. Specifying the method of service of the order and the complaint; [1981, c. 43, (NEW) .]

C. Setting a time and place for hearing the complaint, which shall be the earliest possible time but not be later than 10 days from the date of filing; and [1981, c. 43, (NEW) .]

D. Fixing the time for filing an answer to the complaint if the court determines that an answer is required. [1981, c. 43, (NEW) .]

3. Enlargement of time; default. The court may for good cause shown enlarge the time for the hearing. If the owner or parties-in-interest, or any of them, fail to answer, if an answer is required, or fail to appear as directed, or to attend the hearing at the time appointed or as enlarged, the court shall order a default judgment to be entered with respect to the owner or parties-in-interest.

[1981, c. 43, (NEW) .]

4. Hearing. After hearing, the court shall enter judgment. If the judgment requires removal of the building or structure, the court shall award costs to the municipality as authorized by this subchapter. The award of costs may be contested and damages sought in a separate action to the extent permitted by subsection 7.

[1981, c. 43, (NEW) .]

5. Appeal. No judgment requiring demolition issued pursuant to this section may be appealed. The owner of a building or structure which is the subject of an order issued under this section, or a party-in-interest, may appeal the award of costs, if any, or seek damages for wrongful removal pursuant to subsection 7.

[1981, c. 43, (NEW) .]

6. Stay. No judgment authorizing demolition may be stayed pending appeal, unless the court first determines that granting a stay would not pose a significant risk to the public health, safety or welfare.

[1981, c. 43, (NEW) .]

7. Damages. Any complaint that either seeks damages for the wrongful removal of a building or structure or challenges the award of costs must be filed no later than 30 days from the date of the judgment or order that is the subject of the appeal. The damages that may be awarded for wrongful demolition are limited to the actual value of the structure at the time of its removal. The provisions of Title 14, section 7552 do not apply. If the municipality should prevail, the court may award it its costs in defending any appeal which may include, but are not limited to, reasonable attorney's fees.

[1995, c. 450, §6 (AMD) .]

SECTION HISTORY

1981, c. 43, (NEW) . 1995, c. 450, §6 (AMD) . RR 2007, c. 2, §5 (COR) .

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PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 19, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-064. Move approval on the request from the Scarborough Senior Advisory Committee to increase the number of members to seven with two alternates, for a total of nine members.

TOWN OF SCARBOROUGH

TOWN COMMITTEES/BOARDS MANUAL

Be it hereby ordained, by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 302A - the Town of Scarborough Town Committees/Boards Manual is amended as follows:

SENIORS PROGRAM ADVISORY BOARD

[Adopted September 5, 2007, Amended October 1, 2008; Amended March 6, 2013]

Established

The Seniors Program Advisory Board is hereby established.

Purpose

Provide directional advice for development of seniors programs and services to the Seniors Program Coordinator.

Organization and/or Membership

Appointment & Qualifications

- Shall have ~~five [5]~~ seven [7] voting members ~~one [1]~~ two [2] alternate members.
- Members will be appointed by the Town Council in three-year terms.
- The terms shall be staggered
- Members shall serve without pay.
- Community members should have expertise in the following areas as they pertain to senior interests:
 - Activities
 - Education
 - Intergenerational
 - Health and Wellness
 - Outreach
 - Communications
 - Funding
 - Transportation
 - Facilities
- The ~~one [1]~~ two [2] alternate members shall serve according to Article I – General - Alternates on page 2 of this manual.

Duties and Powers

- Meet at a consistent time agreed upon by members of the Board to discuss the planning, development, and implementation of senior programs, taking into consideration the monthly volunteer committee reports presented to the Board by the Seniors Program Coordinator.
- Review budget at all meetings.
- Special subcommittees of the Board shall be created by the Board as needs arise.
- Conduct periodic reviews of Senior Center Without Walls programs and services using data such as attendance records, cost analysis, and program evaluations.
- In cooperation with the Seniors Program Coordinator, develop an annual work plan for the Senior Center Without Walls.
- Keep accurate records of monthly meetings to be filed with the Seniors Program Coordinator.

Procedures

- The Board shall conduct its meetings using Robert's Rules of Order or such other rules of procedure as the Board may adopt from time to time.
- Any recommendations or advice issued by the Board must come out of a majority decision.
- Five members of the Board constitute a quorum at any regular or special meeting.
- All meetings are open to the public and shall be advertised as required.

Chair and Vice-Chair

- A Chair and Vice-Chair shall be elected by the Board each year during the August meeting.
- The Chair shall preside at all meetings of the Board, represent the Board at public affairs, and shall maintain the dignity and efficiency of the Board in all possible ways.
- The Chair may cancel a monthly meeting of the Board should there be no business to transact.
- The Chair may call a special meeting of the Board.
- The Vice-Chair shall have all duties of the Chair, should the Chair be unable, for any reason, to fulfill his or her duties, whether on a one-time basis or long term.
- The Vice-Chair will be responsible for keeping meeting minutes.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 19, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-065. Move approval on the request to certify the results of the School Budget Validation Referendum that was held on Tuesday, August 4, 2015; as follows:

Yes:	1,679	No:	1,053	Voids:	22
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Total Votes casts: 2,754

Percent of Voter Turnout: 18%

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – AUGUST 19, 2015
REGULAR MEETING – 7:00 P.M.

Order No. 15-066. Move approval to authorize the use of Land Bond Funds for the Historic Preservation of the “Danish Village Archway” in an amount not to exceed \$25,000.

Town of Scarborough

Manager's Office Memorandum

To: Scarborough Town Council

From: Thomas J. Hall, Town Manager

Re: Order No. 15-066 - Preservation of the "Danish Village" Arch

Date: August 7, 2015

The Town is presented with a unique opportunity to preserve an interesting part of our history. In the early 1930's, a Danish village-themed motor court was constructed one Route One near the intersection with Lincoln Avenue. With impeccable attention to detail this unique roadside attraction remained (in varying states of disrepair) until 1970. The history of this site is well documented by William and Debra Verrier Barry in the publication "Scarborough at 350: Linking the Past to the Present" (history and photos are included).

The only original artifacts remaining on the site are a brick arch and a heavily-damaged fountain. Both items have been thoroughly evaluated and it has been determined that the arch is the only worthy of restoration. There is some urgency in that the property has been approved as the new location of the administrative offices of Hospice of Southern Maine. Since the site will be redeveloped, the new owners of the property have been very cooperative and are willing to have the town remove the arch and relocate it to a place of prominence. We have considered all options for locating the arch and recommend that it be re-located to Memorial Park to ensure that it is placed in a location that will widely appreciated by the public (see the attached map indicating the approximate location). The chosen location will provide for a prominent location as well as defining a popular entrance to the park.

This undertaking is not simple as it involved moving the structure and nearly complete restoration. Although the brick structure is intact, it will require complete re-pointing and the roof will need to be replaced. We have prepared the following budget to complete this task:

• Move and Place Arch -	\$4000
• Installation of footings and backfill -	7602
• Masonry restoration once arch is moved -	4000
• Estimated cost for roof replacement-	3000
• Informational center Kiosk -	<u>658</u> (+shipping)
	SubTotal \$19260
	10% contingency <u>1926</u>
TOTAL	\$21,186

Most of the costs identified above are firm, with the exception of the roof replacement since there may be unique costs associated with replicating the tin/metal detail to remain historically accurate. I would suggest that an authorization Not To Exceed \$25,000 be granted and I assure you we will only spend what is necessary to complete the task.

As regards how to pay for this project, I propose the use of Land Bond funds. The Land Acquisition Reserve Fund that was created by the Town Council in 2001 states:

"Expenditures from the Fund shall be used to acquire real estate, or interests in real estate, in order to:

- a. Preserve land in its natural state; or,*
- b. Protect a natural resource, or a historic site; or,*
- c. Provide for recreational use."*

Further, each of the three voter –approved land bonds (2000, 2003 and 2009), which have funded the Fund, contained language of "To preserve significant historic sites" as one of the authorized purposes of the land bonds. Based on this authorizing language (from the Council and the voters) I am very comfortable with recommending this source of funds. The current balance of the Fund is \$159,270.

The Historic Preservation Committee has been involved in this project and recommends it. Assuming the necessary funds are authorized, we expect to complete the relocation and restoration the fall. I recommend approval of Order No. 15-066 so we can preserve an important part of Scarborough's history.

Attachments: History of Danish Village/Photos of the Arch
Map of Proposed Re-location

CC: Historic Preservation Implementation Committee
Bruce Gullifer, Community Services Director
Mike Shaw, Public Works Director

Excerpt from: "Scarborough at 350: Linking the Past to the Present"
Contributing Authors: William Barry & Debra Verrier Barry

Scarborough's "Danish Village"

Set back among the trees some one hundred yards from the Route 1 highway that crosses the Scarborough Marsh, the Den Danske Landsby or Danish Village offered respite to weary travelers in the 1930s. Once the most famous and lavish of Maine's motor courts, the Danish Village was an authentic copy of the Danish village of Ribe, complete with a vast red-roofed Raadhus or Town Hall set on a hill overlooking the marshes. The village was the inspiration of Portland hotel-man Henry P. Rines and Boston architect Peter Holdensen, who joined forces to "bring the Old World to New England."

During the 1930s, this imaginative confection played host to "the better class of the motoring public," as well as to Eleanor Roosevelt, a state flower show, an authentic Danish wedding ceremony, and an old-world pageant. Indeed, this unique one hundred-unit, pre-motel attracted the attention of the local press, numerous hotel and automobile magazines, and even *National Geographic Magazine*.

The two central figures responsible for the creation of the Danish-style tourist-court in Scarborough—Rines and Holdensen—have their own intriguing stories. Rines, like his father before him, was the leading Down East hotelman of his time. In 1927 he had lavished some two million dollars on the construction of the Eastland Hotel, then the largest structure in Portland. It adjoined the famous Congress Square Hotel which his father had opened in 1886. Together these establishments formed "Maine's largest single hotel-group."

Although Rines was a modest man who shunned personal notoriety and often spent his leisure time splitting cordwood, he earned a formidable reputation as a hotelman who took personal concern with the detail of his establishments and the comfort of his guests. During the 1920s, as the Eastland rose, Rines and his wife began touring New England with a camera in search of colonial architecture. They had the idea that a special motor court on Route 1 would meet the needs of Americans who were increasingly taking to the road. But for the advent of Holdensen, the complex would probably have consisted of individual cabins, and without question, the hostelry would have been "colonial" in style and spirit.

Herbert Rhodes was the architect for the great Eastland Hotel project, but Danish-American architect and designer Holdensen created the hotel (*Danish*) tea room. Rines was clearly impressed by both the man's work and his knowledge of European Architectural styles. He mentioned his intention to build a colonial village and asked Holdensen if he would be interested in designing the complex. He was, but with one Radical change.

C. W. Giddinge, writing in the May 1936 issue of *Highway Host*, called the Danish Village "unquestionably one of the most outstanding tourist cottage developments in the East" and "a model of convenience and accessibility." The travel critic noted that the units offered "every luxury to be found in the best hotels, better than the average home affords."

The establishment's promotional materials made continual references to "better class" motoring parties and travelers. Indeed, among those who stayed there was First Lady Eleanor Roosevelt on her way to the family's summer home on Campobello Island, New

Brunswick. But as Giddinge pointed out in his article, "No one can consider him self-excluded for financial reasons." In 1934 a dollar and a half procured all services for a single patron.

Despite the Great Depression, the Danish Village flourished under Rines's management. During its heyday, the motor court hosted business conventions and social gatherings year-round. In the summer of 1931, Ruth Nickerson and John Olesen ex-changed vows in Danish costume and manner, an event covered widely in the press. In May and June of 1934, area residents were treated to the State of Maine Garden Exhibit & Spring Flower Show, complete with an attractive catalogue and map of the grounds. In 1937 Paramount Pictures used the village as a set for a short feature on Santa Claus.

Throughout the 1930s the village remained a popular and successful venture, a Product peculiar to the times. But the Second World War drastically reduced automobile Travel In the face of gasoline and tire rationing, and the business closed. Rines leased the Units to the government as housing for South Portland shipyard workers, but the housing project was boondoggle from the start. Progress in converting the rooms into apartments went slowly; after thousands of dollars of work, the units proved unpopular. In 1947, after fire damaged the Raadhus, the government returned the village to the Rines family.

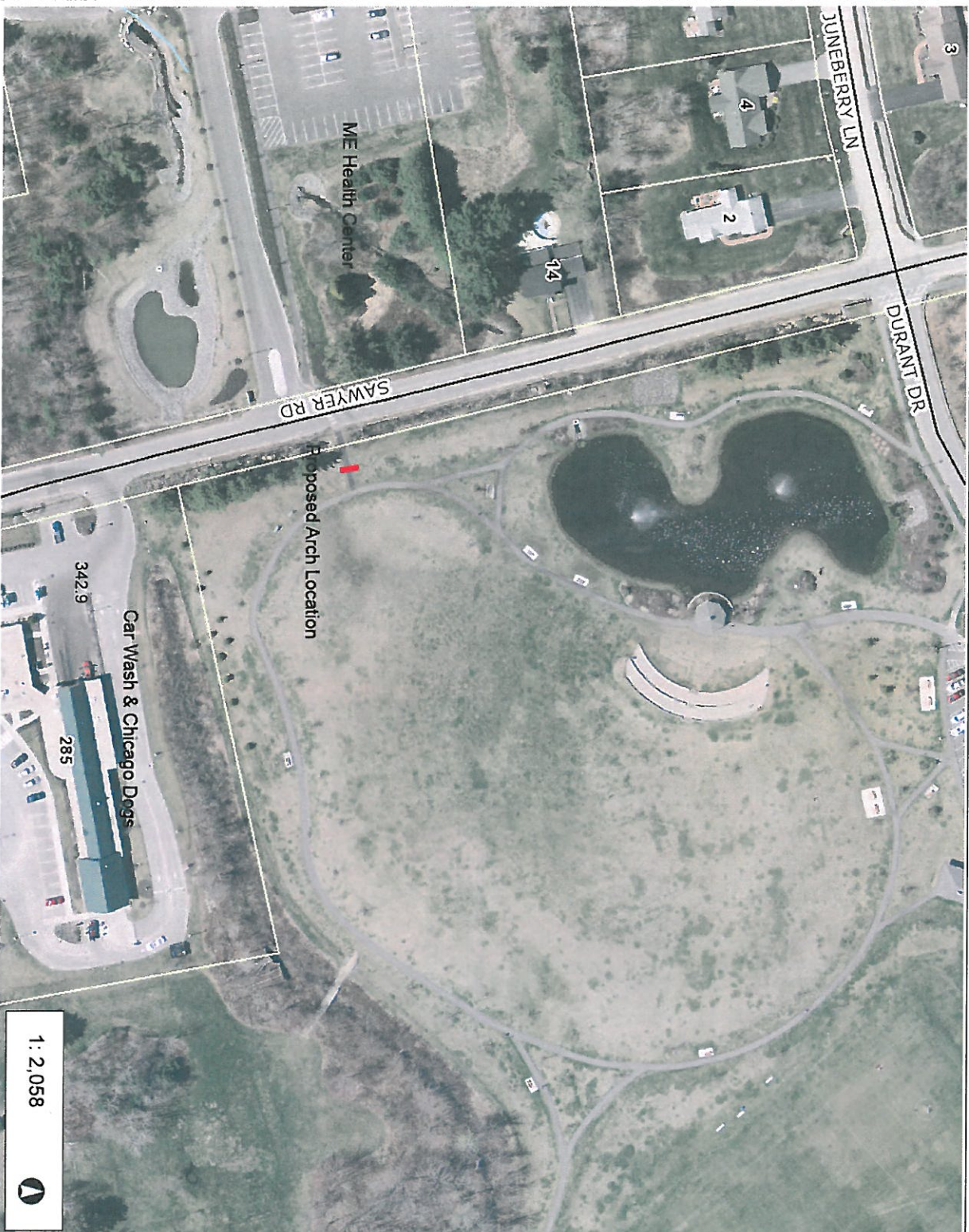
The following year, the Rineses sold the village, which subsequently passed through several owners as a tourist camp and restaurant in the 1950s. The operation met with little success, and vandals repeatedly left their mark on the buildings. In 1967 the village was sold to Milestone Foundation as an alcohol rehabilitation center, but another fire further damaged the complex the next year. By 1970 all the units were demolished with only the Raadhus still standing. It was burned down by the town's firefighters during a training exercise in 1976.

An attraction that garnered national attention, the Danish Village delighted Americans entranced by personal mobility and the freedom of automobile travel. Its real history ended with World War II. Sadly altered by the government, it emerged as a white elephant and subsequent attempts to make it profitable or adapt it to new use failed. In 2007 only the brick arch that once covered the sidewalk and the ruined fountain remain of the unique complex, a Scarborough landmark of the first order.





Scarborough WebGIS



1: 2,058



Disclaimer

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



Legend

- Stream
 - 334
 - 336
 - 420
 - 460
 - 566
- Streams_
- Address_Points
- Parcels with Owner Informati
- Roads
 - MTA
 - MTA
 - MDOT
 - PUBLIC
 - PENDING PUBLIC; PRIVATE; PF
 - CEMETERY; NOT YET BUILT; P.
- + Railroad
- Building Footprints

Notes

8/7/2015