

2016 Town Referendum Warrant with Explanations

To: Lisa Huestis, a resident of the Town of Berwick in the County of York and the State of Maine.
In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Berwick qualified by the law to vote in Town affairs, to assemble at the Town Hall on Tuesday, the 8th day of November, 2016, at 6:00 a.m. until 8:00 p.m. to act on Article 1 through 7 as set out below:

ARTICLE 1

Shall the Town vote to adopt the proposed Article XV Community Facilities Impact Analysis to the Land Use Ordinance? (Exhibit A attached hereto)

THE BOARD OF SELECTMEN RECOMMENDS YES VOTE 5:0

ARTICLE 2

Shall the Town vote to adopt the proposed amendment to Article 8.6 C2 to the Land Use Ordinance? (Exhibit B attached hereto)

THE BOARD OF SELECTMEN RECOMMENDS YES VOTE 4:1

ARTICLE 3

Shall the Town vote to adopt the proposed Fireworks Ordinance? (Exhibit C attached hereto)

THE BOARD OF SELECTMEN RECOMMENDS YES VOTE 5:0

ARTICLE 4

Shall the Town vote to adopt the proposed Littering Ordinance? (Exhibit D attached hereto)

THE BOARD OF SELECTMEN RECOMMENDS YES VOTE 5:0

ARTICLE 5

Shall the Town vote to adopt the proposed amendments to the Bedbug Treatment Ordinance? (Exhibit E attached hereto)

THE BOARD OF SELECTMEN RECOMMENDS YES VOTE 5:0

ARTICLE 6

Shall the Town vote to designate a municipal tax increment financing (TIF) district pursuant to Title 30-A, Chapter 206 of the Maine Revised Statutes to be known as the Town of Berwick Downtown Municipal Development and Omnibus Tax Increment Financing District ("the District") in accordance with the resolution approved by the Select Board on September 20, 2016 attached hereto, and adopt the Development Program for such District? (Exhibit F attached hereto)

NOTE: The proposed Town of Berwick Downtown Municipal Development and Omnibus Tax Increment Financing District (the District) would consist of 33.32 acres located in the area otherwise identified as the Town's Village Overlay zoning district, as depicted in the map of the District. The Development Program for the District proposes to provide financial support to a number of Town economic development projects and programs. The percentage of new taxes to be captured by the Town if the proposed 20-year program is approved is 100% for years 1-20.

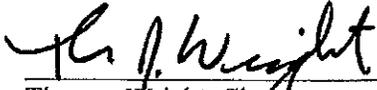
THE BOARD OF SELECTMEN RECOMMENDS YES VOTE 5:0

ARTICLE 7

Shall the Town vote to authorize the donation of the Estabrook School and a portion of Map U4, Lot 142 to the Housing Partnership for the construction of an affordable Senior Housing facility as outlined in the attached Option to Purchase Agreement? (Exhibit G attached hereto)

THE BOARD OF SELECTMEN RECOMMENDS YES VOTE 5:0

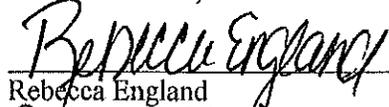
The November 8, 2016 Town Referendum Warrant is signed and approved as presented/amended by the Berwick Board of Selectmen at its meeting on the 20th day of September 2016.



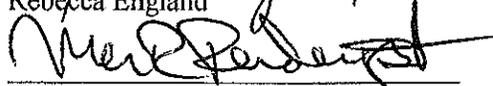
Thomas Wright, Chairman



Edward Ganiere, Vice Chair



Rebecca England



Mark Pendergast



Joshua Plante

Board of Selectman, Town of Berwick, Maine

ATTEST:



Patricia Murray, Town Clerk

ARTICLE XV Community Facilities Impact Analysis - Draft

15.1. Purpose of Program

The Town of Berwick finds that new development places demands on municipal government to provide new services and expand and improve public facilities. In order to provide an equitable source of funding for these new services and facilities, the Town of Berwick has established a municipal infrastructure facilities improvement program. Under this program, persons or entities will be charged for an amount of the costs for creating and maintaining infrastructure, facilities, and other improvements in proportion to the degree said persons are responsible for the need for such infrastructure, facilities and improvements.

15.2 Authority

This section of the Berwick Land Use Ordinance is adopted pursuant to 30-A M.R.S. § 4354 *et seq.*

15.3 Use of Impact Fees

A. Impact fees may only be used for financing infrastructure facilities improvements needed due to demand caused by new growth.

B. Impact fees may not be used for any of the following

1. Operations and maintenance costs, such as but not limited to paying salaries, day-to-day operational costs or replacement of existing equipment,
2. The costs to improve infrastructure facilities to meet existing deficiencies, such as but not limited to relieving existing congestion or overcrowding

15.4 Applicability

A. The Code Enforcement Officer shall require the applicant for a Building Permit to participate in the municipal infrastructure facilities improvement program and pay a development impact fee at the rate currently in effect. The total impact fee shall be paid separately from any other fees required by this Ordinance and shall be paid at the time the Occupancy Permit is issued

B. The Board of Selectmen shall establish the initial impact fee schedule and shall review and revise, if necessary the impact fee schedule at least annually to reflect changes in planned improvements current budget levels and compliance with the Town of Berwick Comprehensive Plan and the Town's Capital Improvement Program. Prior to the establishment or revision of the impact fee schedule, the Board of Selectmen shall hold two public hearings on the proposed fee schedule. Notice of the public hearings shall be published in a newspaper of general circulation within the Town at least twice. The first notice shall be published no more than thirty (30) days in advance of the hearings and the second no less than seven (7) days in advance of the hearings.

C. The impact fee schedule shall indicate the improvements to be financed, the anticipated schedule for construction, and the characteristic of new development by which the fee shall be

calculated (e.g., a fixed rate multiplied by the number of bedrooms, a per unit per square foot, amount of traffic generated, etc.

D. The amount of the fee shall be reasonably related to the development's share of the cost of the infrastructure facilities improvements made necessary by the development or, if the improvements were previously constructed at municipal expense prior to the development, the fee must be reasonably related to the portion or percentage of the improvement used by the development.

15.5 Segregation of Impact Fees from General Fund

A. The Code Enforcement Officer shall record the name of the individual paying the impact fee. The Tax Assessor's map and lot numbers for the property for which the impact fee is being paid, the amount of the fee paid for the facility for which fees are collected, and the date the impact fee was paid.

B. Upon collection of an impact fee, the Code Enforcement Officer shall transfer the funds to the Municipal Treasurer who shall deposit the impact fee in special non lapsing accounts dedicated for funding the improvements for which the fee is collected.

C. Impact fee funds shall be maintained separately from and shall not be combined with other municipal revenues.

D. Funds collected as impact fees shall be expended only for the infrastructure improvement for which the fee was collected.

15.6 Refund of Impact Fees

The Town shall refund any Impact fees (or portion thereof) that exceed the Town's actual costs or which have not been expended within ten (10) years of the date they were first collected.

The Board of Selectmen shall establish the procedure for refunding such impact fees.

Unexpended fees shall be returned to the owner of record at the time a refund is issued, regardless of when said impact fees were received.

EXHIBIT B

1. The land within the park shall remain in a unified ownership and the fee to lots or portions of lots shall not be transferred.

2. No dwelling unit other than a manufactured housing unit as defined in this ordinance shall be located within the park.

8.6 Apartment Buildings and Multi-Family Developments.

A. Apartment buildings and multi-family developments may be approved by the Planning Board in accordance with Land Use Table of this ordinance. All proposals to convert existing structures to multi-family use or to construct apartment buildings and multi-family developments shall be in conformance with the General Performance Standards of Article VII, Section 9.7 Conditional Use Permits and Site Plan Review, the design requirements listed below or the Subdivision Regulations of the Town of Berwick, Maine

B. Applications shall include: a map of the area, dimensions, boundaries and principal elevations of the land for which approval is sought; the names of all property owners within 200 feet of the proposed site, as found on the most recent tax list; building layout and general construction plans; a site plan of all driveways and parking areas proposed to be constructed; and other information which addresses all appropriate performance standards and design requirements and all appropriate factors to be considered in evaluating proposals.

C. Design Requirements.

1. Density: Each unit of the apartment building(s) or multi-family development requires the same density as single family dwellings in that district. Land required for circulation (exclusive of parking) and land classified by the Natural Resource Conservation Service as having seasonal highwater table at or above the surface, for at least several months every year, shall not be included in meeting the minimum lot area requirements. This includes all very poorly drained soils and some poorly drained soils as classified by the Natural Resource Conservation Service.

2. All apartment buildings and all dwellings in a multi-family development (**This does not include two-family, or owner occupied units**) shall be connected to the Berwick water supply and distribution system, ~~where it exists, at no expense to the town.~~ The applicant shall demonstrate by a signed letter from an authorized representative of the water department that an adequate water supply can be provided to the development at an adequate pressure for fire fighting purposes.

3. Where available fire hydrants shall be located so that they are not more than 600 feet from any building, as hose is laid on the street.

4. All residential buildings shall be connected to a public sewer system where it exists. The applicant shall submit to the Planning Board a letter from the Superintendent of the Berwick Sewer District indicating that service is available and the sewage from the development can be adequately treated.

5. It shall be the responsibility of the owner to provide for rubbish disposal, snow removal, and site maintenance. Privately owned stormwater management facilities shall

be maintained in accordance with Article 7.22. All outdoor storage areas for waste collection shall be enclosed by a wooden or masonry screen at least six feet in height. A 50 foot landscaped buffer shall be provided along all property boundaries.

EXHIBIT C

Town of Berwick Fireworks Ordinance- Proposed

I. Preamble

WHEREAS, an Act to Legalize the sale, possession, and use of fireworks was passed by the 125th Maine legislature and signed on 2011-07-01 (codified in 30-A M.R.S. § 223-A);

WHEREAS, the Town of Berwick recognizes the potential for fire, injury to persons and property, and nuisances created by the sale, possession, and use of fireworks;

THEREFORE, based upon the foregoing findings, be it hereby ordained that the Town of Berwick does enact the following Ordinance regulating the sale, possession, and use of fireworks and consumer fireworks in the Town of Berwick.

II. Title and Authority

This ordinance shall be known as the "Town of Berwick Fireworks Ordinance." It is adopted pursuant to the enabling provisions of the Maine Constitution, the provisions of 30-A M.R.S. § 223-A

III. Definitions

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings.

1-A. Consumer fireworks. "Consumer fireworks" has the same meaning as in 27 Code of Federal Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a 3rd-party testing laboratory as conforming with United States Consumer Product Safety Commission standards, in accordance with 15 United States Code, Chapter 47. "Consumer fireworks" does not include the following products:

- A. Missile-type rockets, as defined by the State Fire Marshal by rule;
- B. Helicopters and aerial spinners, as defined by the State Fire Marshal by rule;
and
- C. Sky rockets and bottle rockets. For purposes of this paragraph, "sky rockets and bottle rockets" means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color or sound at or near the height of flight.

2. Display. "Display" means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of fireworks or special effects. "Display" includes a special effects display.

3. Fireworks. "Fireworks" means any:

- A. Combustible or explosive composition or substance;
- B. Combination of explosive compositions or substances;
- C. Other article that was prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including blank cartridges or toy cannons in which explosives are used, the type of balloon that requires fire underneath to propel it, firecrackers, torpedoes, skyrocketes, roman candles, bombs, rockets, wheels, colored fires, fountains, mines, serpents and other fireworks of like construction;
- D. Fireworks containing any explosive or flammable compound; or
- E. Tablets or other device containing any explosive substance or flammable compound. The term "fireworks" does not include consumer fireworks or toy pistols, toy canes, toy guns or other devices in which paper caps or plastic caps containing 25/100 grains or less of explosive compound are used if they are constructed so that the hand can not come in contact with the cap when in place for the explosion, toy pistol paper caps or plastic caps that contain less than 20/100 grains of explosive mixture, sparklers that do not contain magnesium chlorates or perchlorates or signal, antique or replica cannons if no projectile is fired.

- 4. **Permit.** "Permit" means the nontransferable permission granted by the authority having jurisdiction.
- 5. **Person.** "Person" means any natural person, combination of natural persons, association, municipality, amusement park or other legal or commercial entity.
- 6. **Possession.** "Possession" means the ownership, possession or control over an object that is the subject of this ordinance..
- 7. **Sale or sell.** "Sale" or "sell" means any transfer or delivery of fireworks or consumer fireworks to a person for consideration.
- 8. **Use.** "Use" means the action of using any fireworks or consumer fireworks.

IV. Prohibitions/Limitations:

A person may not use, sell or offer for sale, or possess with the intent to sell consumer fireworks, as defined in 8 M.R.S. § 221-A, in the Town of Berwick except as follows:

A. **Use.** Consumer fireworks may only be used under the following conditions:

- (a) By a person 21 years of age or older
- (b) Between 12:00 p.m. and 10 p.m. except on July 4th and December 31st when they may be used between 9:00 a.m. and 12 a.m. the following day;

(c) On the property of the person using the fireworks or on the property of a person who has consented to the use of consumer fireworks on that property. If the user is a tenant of a property then written consent from the landlord is required;

(d) At least fifty (50) feet from any combustible structures; and

(e) When the fire danger conditions, as determined by the Maine Forest Service, are Class 1, 2, or 3.

B. Sale. Consumer fireworks may only be sold, offered for sale, or possessed with the intent to sell by a person whom:

(a) Holds a current federal permit to sell fireworks under 18 United States Code § 843;

(b) Holds a current State license for sale of consumer fireworks; and,

(c) Is in compliance with any permitting requirements or other regulations of the Berwick Land Use Ordinance.

V. Penalties and Enforcement. In addition to applicable penalties provided by 8 M.R.S. § 223-A, violation of the provisions of this ordinance is a civil violation for which fines will be issued as follows: 1st offense \$50.00, 2nd offense \$100.00, 3rd (and any subsequent) offense \$250.00. For this purpose of this section, each prohibited act shall constitute a separate violation. The Police Department is authorized to enforce this ordinance and may to seize consumer fireworks that are in violation of this ordinance subject to applicable laws. The Town is authorized to seek fines, penalties and fees (including attorney's fees) in accordance with 30-A M.R.S. § 4452 for violation of any permitting requirements and regulations of the Berwick Land Use Ordinance..

VI. Injunction. In addition to any other remedies available at law, the Town of Berwick may seek to enjoin any planned, anticipated, or threatened violation of this Ordinance.

VII. Exemption: Pursuant to 8 M.R.S. § 227-B, nothing in this ordinance shall be construed to limit or regulate fireworks displays, as defined in 8 M.R.S. § 221-A, or the issuance of permits for fireworks displays by the Maine Commissioner of Public Safety or designee.

EXHIBIT D

Town of Berwick Littering and Animal Waste Ordinance – Proposed Draft

1. Authority

This ordinance is enacted under Town of Berwick's home rule land use ordinance enactment authority pursuant to 30-A M.R.S. § 3001. Penalties established hereunder are established on the basis of authority granted to the Town 30-A M.R.S. § 3001 (4).

2. Purpose

The purpose of this ordinance is to prohibit waste and litter from being discarded improperly within the limits of the Town of Berwick. This behavior endangers the public health and negatively impacts the free utilization and enjoyment of the Community.

3. Definitions

Animal Waste: Waste matter eliminated from the bowels; excrement, feces, etc.

Litter: Any discarded, used or consumed substance or waste material, whether made of any metal, glass, plastic, rubber, paper, synthetic material or combination of materials, including, but not limited, to any bottle, can, jar, unlit or discarded cigarette, unlit or discarded cigar, match or any flaming or glowing material or any garbage, trash, refuse, debris, rubbish, grass clippings, brush or garden waste, newspaper, magazines, glass, metal, plastic or paper containers or other packaging or construction material.

Litter Receptacle: A container suitable for the depositing of litter, including, but not limited to trash cans and recycling bins.

4. Prohibitions

A. Litter

No person shall throw, drop, deposit, discard, dump or otherwise dispose of or discard litter in any manner or amount:

1. In or on any public highway, road, street, alley, public right of way or other public lands or upon any privately owned property except when placed in designated litter receptacles.
2. In any fresh water lake, river, or stream, or on ice over these waters. When litter is thrown or discarded from a water craft, both the operator of the watercraft and the person actually disposing of the litter are in violation of this Ordinance.

3. From a trailer or vehicle that is constructed, loaded or uncovered in such a way that the load may drop, sift, leak or otherwise escape. This provision applies to vehicles or trailers carrying trash, rubbish or other materials that may be considered as litter. For any violation of this subparagraph, both the operator of the vehicle and any other person responsible for the litter are in violation of this Ordinance. Any litter from a commercial vehicle shall be deemed to have been done for a commercial purpose.

4. No person shall throw or deposit any commercial or noncommercial leaflet in or upon any vehicle. It shall not be unlawful for a person to hand distribute to another person, without any charge, any noncommercial leaflet or other literature provided that the recipient is willing to accept said materials.

B. Disposal of Animal Waste

An owner, caretaker, or other person responsible for an animal must remove and dispose of any animal waste any feces left by an animal on any sidewalk, street, public property through use of a plastic bag or similar container. This subparagraph does not apply to animal waste produced on private property provided that the owner of such private property consents to the same, nor does it apply to any person who, by reason of any mental or physical handicap, is unable to comply with the requirement of this subparagraph.

5. Penalties and Fines

Any law enforcement officer shall have authority to enforce the provisions of this Ordinance. Fines and penalties shall be imposed in the following manner:

A. A person who disposes of less than 15 pounds or less than 27 cubic feet of litter is subject to a fine of not more than \$500 nor less than \$50 for the first violation and not more than \$1000 nor less than \$500 for any subsequent violations. A person charged with a first violation of less than 15 pounds or less than 27 cubic feet of litter may waive all court action by payment of a fine at the municipal offices within 30 days of the alleged violation.

B. A person who disposes of more than 15 pounds or more than 27 cubic feet of litter is subject to a fine of not more than \$1000 nor less than \$500 for the first violation and not more than \$2000 nor less than \$1000 for any subsequent violations.

C. A person who disposes of more than 500 pounds or more than 100 cubic feet of litter for commercial purposes is subject to the penalties under 38 M.R.S. § 349.

D. A law enforcement officer may require the offending party to remove unlawfully discarded litter or animal waste and dispose of it in an approved manner in lieu of penalty with a written warning.

EXHIBIT E

TOWN OF BERWICK BEDBUG TREATMENT ORDINANCE

1. Authority

This ordinance is enacted under the Town of Berwick's home rule authority pursuant to 30-A M.R.S. § 3001 relating to the enforcement of land use provisions necessary to protect the health, public safety and welfare of residents in the Town. Penalties established hereunder are established on the basis of authority granted to the Town by 30-A M.R.S. § 4452 and in accordance with 30-A M.R.S. § 3001(4). Because this is a municipal ordinance governing public health, safety and land use, nothing hereunder abrogates or amends any rights, obligations or responsibilities of Landlords or Tenants to rental agreements governed by 14 M.R.S. § 6021-A.

2. Purpose

The purpose of this ordinance is to protect the health, public safety and welfare by providing duly appointed Berwick Land Use Code Enforcement Officer(s) authority to ensure bedbug infestation complaints and/or verifications are eliminated expeditiously.

3. Application

The provisions of this ordinance apply to Bedbug Infestations in any dwelling unit or apartment used for residential tenancy. All property owners and/or tenants of any building shall take appropriate actions to prevent and or eliminate any Bedbug complaints.

4. Definitions

"Town" refers to Town of Berwick.

"Tenant" refers to an individual or individuals possessing or occupying an apartment whether under a lease or at will.

"Business Day" means any day of the workweek, and excludes weekends and any holidays as observed by the Town.

"Day" refers to any calendar days, which includes any days of the week, including weekends.

"Dwelling Unit" refers to singular units used for residential tenancy.

"Apartment" refers to both a structure consisting of multiple (more than one) dwelling units, and/or singular dwelling units, which are used for residential tenancy.

"Landlord" refers to the owner, whether a natural person, corporation or other legal entity, of a single Dwelling Unit or Apartment.

"Pest Control Agent" means a commercial applicator of pesticides who or which carries current liability insurance and who or which is certified pursuant to 22 M.R.S. § 1471-D, as that statutory section may be amended from time to time.

"Bedbug" means the common bedbug species *Cimex lectularius* as well as any related Cimex species.

"Infestation" means the presence of any live bedbug within any Apartment.

"Complaint" means a verbal or written concern about Bedbug Infestation addressed to the Town of Berwick's Land Use Code Enforcement Officer, or the observation and verification of a Bedbug Infestation by the Land Use Code Enforcement Officer directly.

"Reasonable Measures" refers to any measure recommended to a Landlord for the treatment of a Bedbug Infestation by a Pest Control Agent following an inspection of an Apartment for such purpose.

"Bedbug Treatment" refers to a Landlord's implementation of a Reasonable Measure that results in elimination of any Bedbug Infestation.

5. Duties of Landlords

Landlords. Landlords have the following duties under this Ordinance:

A. Upon written notice from a Town Land Use Code Enforcement Officer that an Apartment may have a Bedbug Infestation, any Landlord of such Apartment or Dwelling Unit shall cause said Apartment or Dwelling Unit to be inspected by a Pest Control Agent within five (5) days. The landlord shall employ a pest control agent that carries current liability insurance to promptly treat the Bedbug infestation.

B. Within five (5) days of performance of the inspection under Paragraph A above, the Landlord shall cause to be filed with the Town's Land Use Code Enforcement Officer a report from the Pest Control Agent that indicates the presence of any Infestation exists as well as what Reasonable Measures should be taken in order to eliminate any Bedbug Infestation. If no Infestation exists, then the Pest Control Agent must certify that the Apartment or Dwelling Unit has been fully inspected and that no Infestation exists. Failure to arrange for such inspection or provide a report under this section shall be prima facie evidence that an Infestation exists.

C. Within ten (10) days of Landlord's receipt of the report from the Pest Control Agent mentioned in Paragraph B above, Landlord shall implement the Reasonable Measure(s) recommended in order to eliminate a Bedbug Infestation. By this same time, Landlord shall provide written notice to the Town's Land Use Code Enforcement Officer of which Reasonable Measure(s) will be implemented. Landlord shall cause the Dwelling Unit or Apartment to be re-inspected by the Pest Control Agent in order to determine whether an Infestation still exists and, if so, what additional remediation is warranted to eliminate the Infestation. If an Infestation is not eliminated on a first or subsequent attempt, Landlord shall have the continuing responsibility under this section to continue implementing within ten (10) days any other Reasonable Measure(s) that the Pest Control Agent deems necessary to eliminate any Bedbug Infestation and such obligation shall continue until any Infestation is eliminated.

D. Within five (5) days of implementation of the Reasonable Measures required by Paragraph (C) above, Landlord shall cause to be filed with the Town's Land Use Code Enforcement Officer a written report detailing what "Reasonable Measures" were taken as well as signed verification from the Pest Control Agent that an Infestation no longer exists.

E. Landlords may not offer for rent, or continue to rent, any Apartment or Dwelling Unit in which they know or have reason to know an Infestation exists.

6. Duties of Tenants

Tenants. Tenants have the following duties under this Ordinance.

A. Tenants shall promptly notify Landlords, in writing, when they know of or suspect a Bedbug Infestation in said Tenant's Apartment or Dwelling Unit.

B. Upon receiving notice of no less than twenty-four (24) hours, Tenants shall grant access to an Apartment or Dwelling Unit to the following persons and for the purpose of inspecting or treating any Infestation of Bedbugs: the Landlord, a Pest Control Agent of the Landlord, any employees of said Pest Control Agent, the Town's Land Use Code Enforcement Officer. Said initial inspection shall normally consist of a visual and manual inspection of Tenant's bed and bedding materials, upholstered furniture. The Pest Control Agent may inspect items other than bedding and upholstered furniture when such an inspection is considered reasonable by the pest control agent. If the Pest Control Agent finds any Bedbugs in an Apartment or Dwelling Unit, he or she may seek and obtain access to, and conduct similar inspections of, any adjacent or adjoining units.

C. Once it has been determined that an infestation exists in an Apartment or Dwelling Unit, the Town's Land Use Code Enforcement Officer may require Tenant(s) of such Apartment or Dwelling Unit to vacate the same within twenty-four (24) hours written notice. Tenant shall also comply with any and all recommendations and Reasonable Measures by a Pest Control Agent that are necessary to eliminate a Bedbug Infestation and shall cooperate to ensure that no Infestation continues to exist.

7. Enforcement

Any Town Land Use Code Enforcement Officer, duly appointed by the Municipal Officers, has jurisdiction to administer and enforce the terms of this ordinance. Any violation may be pursued under the provisions of this Ordinance and is also subject to enforcement in District Court pursuant to Rule 80K of the Maine Rules of Civil Procedure.

A. For any failure by a Landlord of any requirements under this Ordinance, the Land Use Code Enforcement Officer shall issue, in writing, a Notice of Violation & Order to Correct, notifying a Landlord of the violation, the Landlord's obligations under this Ordinance and steps required to remedy the situation, including a reasonable timeline for doing so, and potential penalties that may be imposed for failure to take remedial action within the time specified. Said Notice shall include an explanation of the right of the Landlord to appeal the Land Use Code Enforcement Officer's

determination by filing written notice of such action with the Berwick Board of Appeals within the timeframe set forth in section 9 below. Two copies of this notice shall be sent to the Landlord, one via regular mail and one via certified mail with return receipt requested. Each notice shall be mailed to the Landlord's address as included in the Assessors' Agent's files.

B. If any Violation persists beyond the timeframe specified in the Notice of Violation & Order to Correct specified in section A, above, the Town Land Use Code Enforcement Officer shall subsequently mail, by the same methods prescribed in section A, above, a Notice of Violation and Penalty & Order to Correct, notifying a Landlord of the Violation, the Landlord's obligations under this Ordinance, steps required to remedy the situation, including a reasonable timeline for doing so, the imposition of a penalty of not more than \$2,500 per day commencing on the day following the expiration period of compliance set forth in the first Notice of Violation issued under Section A, above. , Said Notice shall include an explanation of the right of the Landlord to appeal the Land Use Code Enforcement Officer's determination by filing written notice of such action with to the Berwick Board of Appeals within the timeframe set forth in section 9 below.

C. If any Violation persists beyond the timeframe specified in the Notice of Violation and Penalty & Order to Correct in section B, above, and no appeal of such determination has been made, the Town Land Use Code Enforcement Officer shall subsequently refer the matter, and all related materials, to the Town Manager for presentation to the Municipal Officers at their next regular meeting for consideration of discretionary land use enforcement legal action under Rule 80K of the Maine Rules of Civil Procedure.

8. Penalties

Penalties for non-compliance with this Ordinance shall be the same as those set forth for land use violations in 30 –A M.R.S. Section 4452, which is hereby incorporated by reference, as it may be amended from time to time

In addition to any civil fines and penalties for violations, the Town reserves the right to recover all other costs associated with enforcement of this ordinance, including, but not limited to, reasonable attorney's fees as permitted by 30-A M.R.S. § 4452.

9. Appeals Procedure

An Appeal may be taken from any final decision of the Code Enforcement Officer under this Ordinance, including any Notice of Violation and Order issued under section 7(A) or 7(B) above by filing written notice of such appeal with the Berwick Board of Appeals within 30 days in accordance with the provisions set forth in 30-A M.R.S. Section 2691(4). Further rights to appeal, if any, are as established by State law and the Maine Rules of Civil Procedure.

EXHIBIT F

**TOWN OF BERWICK
DOWNTOWN MUNICIPAL DEVELOPMENT AND OMNIBUS TAX INCREMENT FINANCING
DISTRICT AND DEVELOPMENT PROGRAM**

WHEREAS, The Town of Berwick (the "Town") is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specific areas within the Town as municipal development districts and tax increment financing districts and to approve a development program for such districts;

WHEREAS, there is a need to provide new long-term sustainable employment opportunities for residents of the Town and the surrounding area;

WHEREAS, there is a need for commercial development in the Town of Berwick;

WHEREAS, there is a need to improve and broaden the tax base of the Town of Berwick; and to improve the general economy of the Town of Berwick, the surrounding region and the State of Maine;

WHEREAS, implementation of the Development Program will help to provide opportunities for economic development in the Town of Berwick and the surrounding region; improve and broaden the tax base in the Town of Berwick and improve the economy of the Town of Berwick and the State of Maine;

WHEREAS, Implementation of the Development Program is consistent with the goals and objectives of the Berwick Downtown Vision Report and Implementation Plan, approved by residents as an Addendum to the town's Comprehensive Plan on March 13, 2014;

WHEREAS, The Town will hold a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5226, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town;

WHEREAS, The Town desires to designate a municipal development district and tax increment financing district to be known as the "Town of Berwick Downtown Municipal Development and Omnibus Tax Increment Financing District" (the "District") and to adopt a development program for the District (the "Development Program");

WHEREAS, It is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development, approving the designation of the District, and the adoption of the Development Program for the District, and

WHEREAS, the designation of the District will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and will contribute to the economic growth and well-being of the municipality, all of which Town Meeting finds and declares to be valid public purposes of the Town.

NOW, THEREFORE, BE IT HEREBY VOTED BY THE TOWN:

Section 1. 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 commercial uses as defined in 30-A § 5223, 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 (including the District) does not exceed five percent (5%) of the total area of the Town, and;
- c. The original assessed value of the proposed District plus the original assessed value of all existing tax increment financing districts within the town as of March 31, 2016 (April 1, 2015) does not exceed five percent (5%) of the total value of taxable property within in the Town as of March 31, 2016 (April 1, 2015), and;
- d. The designation of the District and the pursuit of the Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore the District will contribute to the economic and well-being of the municipality.

Section 2. Designation of the District.

Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby designates a municipal development district and tax increment financing district to be known as "Town of Berwick Downtown Municipal Development and Omnibus Tax Increment Financing District" as more particularly described and set forth in the "Development Program" for such District presented to Town Meeting in the form attached hereto and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

Section 3. Captured Assessed Value.

Pursuant to the provisions of 30-A M.R.S.A. §5227 (1), the percentage of increased assessed value to be retained in the District as captured assessed value is as set forth in the Development Program.

Section 4. DECD Approval.

The Board of Selectmen or their duly-appointed representative(s), be and hereby are authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development (DECD) for review and approval pursuant to the requirements of 30-A M.R.S.A. §5226.

Section 5. Minor Amendments.

The Board of Selectmen or their duly-appointed representative(s), be and hereby are authorized and empowered, at their/his/her discretion, from time to time, to make such revisions to the Development Program for the District as the Board of Selectmen, or their duly-appointed representative(s), deem reasonably necessary or convenient in order to facilitate the process of review and approval of the District by DECD, or for any other reason, so long as such revisions are not inconsistent with these findings and the basic structure and intent of the Development Program.

Section 6. Effective Date.

The foregoing designation of the District and the adoption of the Development Plan for the District shall automatically become final and shall take full force and effect upon approval of the designation of the District and approval of the Development Program by DECD, without the requirement of further action by the Town, the Board of Selectmen, or any other party.

Section 7. Duration of the District.

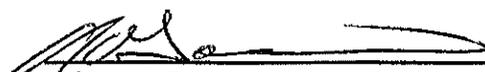
The District shall remain in effect for a period of twenty (20) years following the effective date, through and including Town's municipal fiscal year 2035-2036.

Approved for submission to the voters of the Town of Berwick, this 20th day of September, A.D., 2016.

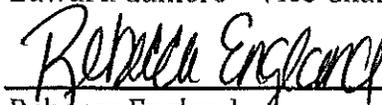
BERWICK BOARD OF SELECTMEN:



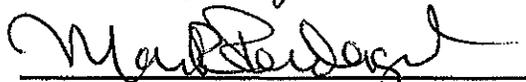
Thomas Wright - Chairman



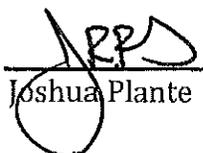
Edward Ganiere - Vice Chair



Rebecca England



Mark Pendergast



Joshua Plante

OPTION TO PURCHASE

This OPTION TO PURCHASE (the “**Option**”) is made this 12th day of September, 2016 by and between **THE HOUSING PARTNERSHIP - A NON-PROFIT CORPORATION**, a New Hampshire non-profit corporation with a business address of 767 Islington Street, Portsmouth, New Hampshire 03801, and a mailing address of P. O. Box 466, Portsmouth, NH 03802, its successors and assigns (“**THP**”), and the **Town Of Berwick, Maine (“the Town”)**.

Explanatory Statement

The Town owns certain parcels of land and buildings, known collectively as the Estabrook School property (“the Property”). The Town, acting through its Board of Selectman, did confirm by unanimous consent at its meeting of September 6, 2016 its request that the Town voters (“the Voters”) consent to donation of the Property to THP for development as low-income senior housing. The Town further authorized language describing the request to be included in a Warrant Article for placement on the ballot on November 8th, 2016.

To facilitate THP’s continued investment and due diligence to determine the feasibility of a senior housing project consistent with Town’s request, THP desires, and Town is willing to grant, this exclusive Option to Purchase, pursuant to the following terms and conditions:

NOW, THEREFORE, the undersigned agree as follows:

1. **Property/Premises.** The property which is the subject of this Option is the premises generally known as Estabrook School and surrounding land to be determined, located at 20 Wilson Street, Berwick, York County, Maine, and depicted on Berwick Tax Map U4 as Lot() 142,

2. **Use Restrictions.** The Town has offered to donate the Property, subject to consent by the Voters, and intends to convey the Premises subject to a use restriction as housing for low-income senior households.

3. **Option Grant.** The Town irrevocably grants to THP an exclusive option to confirm its desire to purchase the Premises by entering into a purchase and sale agreement, subject to the use restriction, said agreement to be fully authorized and signed by the parties hereto not later than January 1, 2017 (the “**Option Deadline.**”)

4. **Confidentiality.** The parties agree that the existence of this Option and its general terms may be made public.

5. **Deposit.** N/A

6. **Access to Property.**

6.1 During the Option period, THP and/or its representatives shall be permitted access to the premises at reasonable times in order to conduct any inspections or tests it desires. In the course of so doing, THP shall cause no physical disruption to the premises, other than temporary and minimal disruption necessary in order to conduct the inspection. Any work product of THP's due diligence, including, specifically, surveys, title and engineering work relating to the premises, environmental test results, historic research and geotechnical studies, shall be shared with Town if no binding purchase and sale agreement is signed by the parties.

6.2 Upon execution of this Option, Town shall deliver to THP copies of any and all leases relating to the premises, reports, title policies, environmental reports, surveys, plans, materials or information in its possession relating to the title, environmental condition, structural integrity or other aspect of the premises and any and all surveys or plans in Town's possession in connection with the premises.

7. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing.

TO OPTION HOLDER: The Housing Partnership - A Non-Profit Corporation
P. O. Box 466
Portsmouth, NH 03802
ATTN: Hershey Hirschkop, Senior Project Manager

TO OWNER: The Town of Berwick, ME
11 Sullivan Street
Berwick, ME 03901
ATTN: Stephen Eldridge

8. **Counterparts.** This Option may be executed in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one instrument.

9. **Amendments.** This Option may not be amended, changed, supplemented, waived or otherwise modified except by an instrument in writing signed by the party against which enforcement is sought.

10. **Successors and Assigns; No Third Party Beneficiaries.** This Option shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns. This Option, the Purchase and Sale Agreement, and all exhibits hereto and thereto, shall be fully assignable by THP to an entity developing the Property as a low-income senior housing project and upon said assignment, THP shall be released from all liabilities hereunder or thereunder.

11. **Governing Law.** This Option and all disputes hereunder shall be governed by, and construed in accordance with, the substantive laws of the State of Maine, without giving effect to the conflicts or choice of law provisions of Maine or any other jurisdiction.

12. **Severability.** If any term of this Option or the application thereof to any party or any circumstance shall be held invalid or unenforceable to any extent, the remainder of this Option and the application of such term to the other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law, so long as the economic and legal substance of this Option is not affected in any manner adverse to any party.

IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

OPTION HOLDER:

THE HOUSING PARTNERSHIP -
A NON-PROFIT CORPORATION

Z. M. H.
Witness

By: M. Chapman
Martin Chapman
Its Executive Director, Duly Authorized

OWNER:

Town of Berwick, ME

Patricia Murray
Witness

By: Steph Eldridge
Name: Steph Eldridge
Title: TOWN MANAGER