

SELECT BOARD, TOWN OF GEORGETOWN

Agenda for Tuesday, April 28, 2026 at 7:00 pm

Hybrid meeting held via ZOOM for public and at the Town Office for SB Members who wish.

Please email gtwnme@hotmail.com for the ZOOM login info.

*indicates copy provided to Select Board

***INDICATES THE NEED FOR A MOTION TO APPROVE**

Call to order:

Moments of Silence & Celebrations

Public comment:

Items to be added to the agenda (if approved by chair and board):

Scheduled appointments:

- 7:05pm – Recess for Board of Assessors' Meeting

Minutes:

- Minutes of March 24******
- Minutes of April 8******
- Minutes of April 14******

Continuing Items:

- Receipts for pumping:
 - Hymels
- Maine Waste Discharge License *renewal* / transfer applications:
- Maine Waste Discharge License *approvals*:
- PBR / NRPA :
 - Sam Crosby (for the Georgetown Fisherman's' Co-Op)

Review:

- Singed Contract – Affinity Lighting*

Correspondence:

- Office of U.S. Senator Angus King, Jr – Various Funding Notices*
- Maine Department of Transportation – Upcoming Public Meeting @ GCS re: Route 127 Road Raising*
- Sagadahoc County – Updated Notice re: Spirit of America Award Ceremony*
- Maine Municipal Association – Technology Conference – Coming Soon*
- Age-Friendly Georgetown – Propane/Heating Oil Purchasing Group Notice*

Board Member / Committee Updates:

- Ms. Eee:

- Ms. Goodwin:
- Ms. Gravino:

Town Administrator Update

Finance Director Update

Fire Chief Update

Old Business:

- Ongoing Discussion re: EMS Billing
 - Follow Up from Community Information Night*
- Memorandums of Understanding
 - School / Town
 - Tri Party (Recreation, Conservation, and TOPMB)
 - Conservation and Community Center
- Comprehensive Plan Check In
- Ordinances:
 - BACK FROM LEGAL – Working Waterfront Work Group – *NEW* – Working Waterfront Ordinance*★
 - BACK FROM PLANNING BOARD / COUNSEL – *REVISIONS* - Building and Demolition Permit Ordinance*★
 - BACK FROM PLANNING BOARD / COUNSEL – *REVISIONS* – Minimum Lot Size Ordinance*★
 - BACK FROM PLANNING BOARD / COUNSEL – *REVISIONS* - Shoreland Zoning Ordinance*★
 -

New Business:

- Draft Budget Deliberations *★
- Town Report Designations*★
- Citizen Petition*★
- Setting the date for Candidates' Night, Times for Public Hearings★

Items For Signature:

- Cemetery Deed

Public comment:

Executive Session:

- Pursuant to MRS Section 405(6)(A) Executive Session re: Personnel

Adjournment:

UPCOMING MEETINGS, EVENTS, AND DATES TO REMEMBER...

NOTE: an asterisk (*) indicates Zoom available if requested

Tuesday, April 28 – Select Board – 7pm – Hybrid

Thursday, April 30 – Board of Appeals – 7pm – Hybrid

Tuesday, May 5 – Recreation Committee – 6pm – Hybrid

Thursday, May 6 – Shellfish Committee – 4pm – Hybrid*

Wednesday, May 6 – Planning Board – 7pm – Hybrid

Monday, May 11 – Conservation Committee – 6pm – ZOOM

Monday, May 11 – Fire Department Business Meeting – 7pm – In Person

Monday, 11 – School Budget Hearing

Tuesday, May 12 – Select Board Meeting – 7pm – Hybrid

Wednesday, May 13 – Solid Waste Management Committee – 7pm – Zoom

Thursday, May 14 – Town Budget Hearing @ GCS

Tuesday, May 19 – Town Owned Property Management Board – 4pm – Hybrid*

Wednesday, May 20 – School Committee Meeting – 5pm – Hybrid

Wednesday, May 20 – Planning Board – 7pm – Hybrid

Town Office closed, May 25 – In Observation of Memorial Day

Tuesday, May 26 – Town Ordinance Hearing – 6:30pm @ GCS

Tuesday, May 26 – Select Board Meeting – Immediately following the Ordinance Hearing

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BOARD OF ASSESSORS, TOWN OF GEORGETOWN
Agenda for Tuesday, April 28, 2026 at 7:05 pm

Exemptions to address:

Abatements to address:

- J.A. Prior Seguinland LLC – Action following BAR Recommendation
- 689 Bay Point Road (02U-001, Walter) Abatement Request re: Land Valuation
 - Town Administrator Recommendation? To Assessor
- 46 Stevens Lane (10R-025-A1, Magliozzi)
 - Tow Administrator Recommendation? To Assessor

Abatements awaiting further action:

- 266 Marrtown Road (05R-037, Sheehan) Abatement Request re: Land Valuation
 - With Assessor
- 44 Stevens Lane (10R-026, Magliozzi Trustees) Abatement Request re: Land & Building Valuations
 - With Assessor
- 120 Jewett Road (01R-013, Magliozzi Trustees) Abatement Request re: Land & Building Valuations
 - With Assessor
- No Street Address (09R-015, Magliozzi Trustees) Abatement Request re: Land Valuation
 - With Assessor
- 644 Five Islands & No Street Adress (04R-015-G & 04R-015, Witty / Taggart) Abatement request re: Land Valuation
 - With Assessor
- No Street Address (06R-028-1, Sabatine) Abatement Request re: Land Valuation
 - With Assessor
- 21 White Road (08R-019, Peterson) Abatement request re: Land and Building Valuations
 - With Assessor

Pending abatements received to appear on future agenda:

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AGREEMENT

THIS AGREEMENT made this 16th day of April, 2026 by and between the **GEORGETOWN, MAINE** hereinafter called "Owner" and **Affinity LED Light LLC**, doing business as a partnership hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish and install approximately 27 LED light fixtures per the cost proposals for the GEORGETOWN, MAINE LED Lighting Upgrades at the following locations:
 - a) Georgetown Town Hall

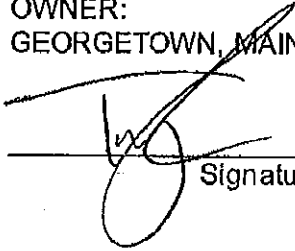
hereafter called the Project, and per the pricing shown on the total cost proposal, and as specified herein; projected at a cost of \$6,066 for the above locations. Final pricing will depend on the actual number of fixture size and types installed during the installation process.

2. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract Documents and will complete Project by October 31, 2026.
4. The Contractor agrees to perform all work described in the Contract Documents and comply with the terms therein for the unit prices as shown in the cost proposals.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the Contract Documents in such amounts as required by the Contract Documents.
6. The Owner may at its sole option add more light fixtures to be retrofitted with LEDs. The Owner would consult with the Contractor to set a schedule for the added fixtures. The Owner will pay for the additional work using the unit prices as agreed to under this agreement, unless otherwise agreed-to.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.



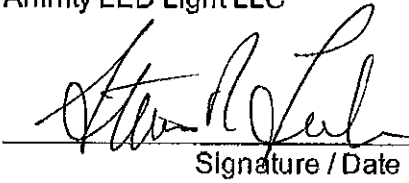
OWNER:
GEORGETOWN, MAINE


Signature / Date 4/16/26

Name Tyler Washburn

Title Town Administrator

CONTRACTOR:
Affinity LED Light LLC


Signature / Date 4/16/26

Title Steven R. Lieber

Name President

Affinity LED Light LLC
133 Islington St, Unit #8
Portsmouth, NH 03801



CONTRACT DOCUMENTS AND DEFINITIONS

ARTICLE 1 - DEFINITIONS

Wherever the words defined in this article, or pronouns used in their stead, occur in this Contract and specifications hereto attached, they shall have the meanings herein given.

1.1 OWNER – The word Owner shall mean the first party, any board, officer, or agent, authorized to act for the said party of the first part, in the execution of the work of this Contract.

1.2 CONTRACTOR – The word Contractor shall mean the party of the second part designated entering into this Contract for the performance of the Work required, or the legal representative of said party or the agent appointed for said party in the performance of the work.

1.3 SUBCONTRACTOR – The word Subcontractor shall mean a person, firm or corporation supplying labor or materials for work at the site of the project for, and under separate Contract agreement with the General Contractor.

ARTICLE 2 - OBLIGATIONS AND LIABILITY

2.1 The Contractor shall complete the work to the satisfaction of the Owner at the prices herein agreed upon and therefore fixed.

2.2 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. The Contractor shall bear all losses resulting to him or the Owner on account of the amount of character of the work or on the account of weather elements or other causes. The Contractor shall assume the defense of all claims of whatsoever against the Contractor or the Owner and indemnify, save harmless, and ensure the Owner, its officers, or agents, against claims that may arise from injury or damage to persons, corporations, or property. Claims against the Contractor shall be settled in an expedient manner, proof of which shall be provided to the Owner.

2.3 The Owner disclaims any authority or responsibility for job site safety and for the safety of persons who are or are not part of the construction process. It is understood and agreed that the Owner will not be responsible for compliance of safety programs, put forth by the Contractor or related OSHA regulation required to be followed by the Contractor, employees, Subcontractors, and agents. Job site safety shall be the responsibility of the Contractor at all times.



ARTICLE 3 - OWNER TO DECIDE

3.1 In the event of any questions or disputes as to the interpretation, application, or intent of any provisions in this Contract, the Contractor shall immediately notify the Owner in writing of any issues; the Owner shall consult with the Contractor and a decision shall be made by the Owner, which decision shall be final and binding on both parties.

3.2 Nothing in this agreement shall be construed as giving the Owner the responsibility to direct construction methods, techniques, procedures, or safety methods.

ARTICLE 4 - ABSENCE OF CONTRACTOR

4.1 Work shall neither commence nor proceed unless supervised by the Contractor or his duly authorized superintendent. Delays in the work due to the absence of the Contractor or his duly authorized representative shall not constitute reason for extension of time for completion. The Owner shall be notified at least 24 hours in advance for any deviation from the normal daily work schedule.

ARTICLE 5 - PARTS OF THE CONTRACT

5.1 The proposals submitted by the Contractor, the Specifications, are made parts of this Contract.

ARTICLE 6 - INSURANCE

6.1 Indemnification

6.1.1 The Contractor shall indemnify and hold harmless the Owner against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, whose acts may be liable, regardless of whether or not is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or its employees by any employee of the Contractor, or anyone directly or indirectly employed by the Owner, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workman's compensation acts, disability benefits act or other employee benefit acts.



6.2 Insurance – requirements shall be as follows:

Workers Compensation – Statutory with Employers Liability as follows:

E.L. (employer's liability) each accident: \$500,000
E.L. disease – each employee: \$500,000
E.L. disease – policy limit: \$500,000

Commercial Auto Liability:

Combined Single Limit (bodily injury and property damage) – each accident: \$1,000,000

Commercial General Liability:

Each occurrence: \$1,000,000
General Aggregate: \$2,000,000 with per project aggregate endorsement
Products/Completed Operations Aggregate: \$2,000,000

Commercial Umbrella/Excess Liability:

Each Occurrence: \$5,000,000
General Aggregate: \$5,000,000

Owners Liability – Named Insured: GEORGETOWN, MAINE

GEORGETOWN, MAINE shall be named as an additional insured for on-going and completed operations on a primary and noncontributory basis by way of certificate of insurance and amendatory endorsement on all liability insurance policies required above.

6.3 The insurance provided herein is to be primary, and no insurance held or owned by the Owner shall be called upon to contribute to a loss.

6.4 A copy of the required policy endorsements shall be attached to each certificate submitted.

6.5 The Owner, in its sole discretion, reserves the right to increase or reduce the required limits, or to require other forms of insurance, as deemed appropriate in relation to the scope of a project. For example, some projects may require pollution liability, professional liability, or other specialty coverages



ARTICLE 7 – COMPLIANCE WITH LAWS

7.1 The Contractor at all times shall observe and comply with and cause all his agents and employees to observe and comply with all such laws, ordinances, regulations, orders or decrees; and shall protect and indemnify the Owner, its officers and agents against all claims or liability arising from or based upon violation of any such law, ordinances, regulations, orders or decrees, whether by himself or his employees.

ARTICLE 8 – NOT TO SUBLET

8.1 The Contractor shall give his personal attention constantly to the faithful prosecution of the work, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, nor subject the work or any part thereof, without the previous written consent of the Owner, and shall not either legally or equitably assign any of the monies payable under this agreement or his claim thereto, unless by and with the like consent of the Owner.

ARTICLE 9 – TIME OF BEGINNING WORK

9.1 It is the intent of this Contract to have the Contractor commence work within the locations on or before October 1, 2026. However, the actual commencement date may occur earlier based upon discussion between Contractor and Owner and all 'date certain' milestones will be agreed upon at that time.

9.2 No work shall begin before 7:00 a.m. and all daily activity shall finish before the hour of 9:00 p.m. unless prior authorization has been granted by the Owner.

ARTICLE 10 – DELAY BY OWNER

10.1 The Owner may delay the beginning of the work or any part thereof, if materials or equipment to be furnished by the Owner are not delivered. The Contractor shall have no claim for damages on account of such delay but shall be entitled to such additional time wherein to perform and complete this Contract on his part as the Owner shall certify in writing to be just.

ARTICLE 11 – TIME OF COMPLETION

11.1 The rate of progress shall be such that work shall be performed and completed in accordance with the terms of this Contract.



11.2 It is agreed that the rate of progress herein required has been purposely made slow enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and occurrences of such will not relieve the Contractor from the necessity of maintaining the rate of progress.

11.3 If delays are caused by acts of God, acts of government or State, extra work, or contingencies clearly beyond the control or responsibilities of the Contractor, the Contractor shall be entitled to additional time wherein to perform and complete this Contract on his part as the Owner may grant.

11.4 Work is expected to be fully complete by October 31, 2026.

ARTICLE 12 – NIGHT AND SUNDAY WORK

12.1 Night work and Sunday work is generally not to be assumed, however, may be requested by the Owner or Contractor.

ARTICLE 13 – EMPLOY COMPETENT PERSONS

13.1 The Contractor shall employ only competent persons to do the work, and whenever the Owner shall notify the Contractor in writing that any such persons on the work is, in his opinion, incompetent, such persons shall be discharged from the work and shall not again be employed on it, except with the consent of the Owner.

ARTICLE 14 – LIQUORS, TOBACCO AND DRUGS PROHIBITED

14.1 No alcohol, tobacco or drug use is permitted on all school and municipal property.

ARTICLE 15 – EXAMINATION OF WORK

15.1 The Owner shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this Contract, even to the extent of uncovering portions of the work.

ARTICLE 16 – DEFECTIVE WORK

16.1 The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Owner and accepted or estimated for payment. If



any portions of the work are found to be defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defects in a manner satisfactory to the Owner, and if any material brought upon the ground for use in the work shall be condemned by the Owner as unsuitable or not in conformity with the specifications the Contractor shall remove such materials from the vicinity of the work and make good areas of uncertainty at the Contractor's expense to the satisfaction of the Owner.

ARTICLE 17 – MISTAKES OF CONTRACTORS

17.1 The Contractor shall pay the Owner, all expenses, losses, and damages as determined by the Owner incurred in consequence of any defect, omission, or mistake of the Contractor or the making good thereof.

ARTICLE 18 – RIGHT TO MATERIALS

18.1 Nothing in this Contract shall be constructed as vesting in the Contractor any right of property in any of the materials removed (castings, reclaim, etc.) or placed once having been affixed to the work, but all such materials shall, upon being so removed, attached, or affixed become the property of the Owner.

ARTICLE 19 – LIMITATIONS OF WORK

19.1 Should the Contractor consider themselves entitled to extra compensation on account of alterations or changes they shall notify the OWNER by making their claim in writing.

19.2 Should, in the opinion of the Owner any contemplated change in the quantities of the work or alterations thereof, materially change the character of the work or any part thereof, or materially affect the compensation of the same, then the work shall be considered extra work.

ARTICLE 20 – EXTRA WORK

20.1 The Contractor shall perform work incidental to the proper completion of the Contract. The amount of compensation to be paid to the Contractor for extra work shall be determined as one of the following:

20.1.1 By unit prices, if any as set forth in the Contract

20.1.2 If no unit prices are set forth, then by unit prices or by lump sum mutually agreed by the Owner and the Contractor; or



20.1.3 If no unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum then by the actual net costs in money to the Contractor as approved by the Owner of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%).

20.1.4 Any billable extra work must be agreed upon by Owner and Contractor prior to being performed

20.2 The Owner and Contractor may agree to extend this Contract for an extent to be agreed upon, however for no more than 2 fiscal years.

ARTICLE 21 – EXTRA TIME

21.1 When extra work is ordered during the progress of work, which required, in the opinion of the Owner, an unavoidable increase of time for the completion of the Contract a suitable extension of completion shall be made, only upon approval of the Owner.

ARTICLE 22 – CLAIMS FOR DAMAGES

22.1 If the Contractor claims compensation for any damages for work performed or material furnished in accordance with the terms of this Contract or for any other cause, he shall promptly, after sustaining of any damage, make a written statement of the damage sustained, to the Owner and shall on or before the fifteenth day of the month following that in which the damage shall have been sustained, file with the Owner an itemized statement of the details and the amount of damage. Unless such statement is made, his claim for compensation shall be forfeited and invalidated and shall not be entitled to payment on account of any such damage.

ARTICLE 23 – ABANDONMENT OF WORK

23.1 If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without consent by the Owner or the rate of progress is unreasonably delayed or that the Contractor has violated any of the provisions of this Contract, the Owner may notify the Contractor by a written order to discontinue all work or any part thereof and the Owner may thereupon by Contract or otherwise as it may determine, complete the work and charge the entire expense of completing the work; and for such completion the Owner for itself or its Contractors may take possession of and use or cause to be used in the completion of the work, materials, equipment, machinery, implements and tools of every description as may be found at the location of such work.



23.2 This article shall also include emergency situations where the Contractor is unable to be reached or has been unresponsive to alerts made by the Owner. Every effort shall be made by the Owner to reach said Contractor. No action during emergency situations may be considered a breach of Contract however;

23.2a All expenses charged under this article shall be deducted and paid by the Owner out of any monies due or to become due to the Contractor under this agreement. The Owner shall not be held to the lowest figures for the work of completing the Contract or any part thereof; (including emergency response) all sums actually paid therefore shall be charged to the Contractor. In case the expense so charged are less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor shall be entitled to the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

ARTICLE 24 – PRICES OF WORK

24.1 The Owner shall pay and the Contractor shall receive the prices stipulated in the proposal attached hereto as full compensation for everything furnished and done by the Contractor under this agreement and for faithfully completing the work.

ARTICLE 25 - MEASUREMENT AND PAYMENT

25.1 Any and all work necessary to complete the proposal items should be accounted for by the Contractor, if for any reason a task(s) to complete a proposal item is not included in these documents it shall be considered incidental to the proposal item. Payment Procedures are described in this Agreement and / or as determined during the Pre-construction meeting.

25.2 Contractor shall be paid according to the items in the proposal as successfully completed within a given pay period and with the details outlined in the Contract specifications. Payment will be based on the actual amount of work accepted.

25.3 **An initial 50% deposit of the project total value of \$6,066 will be paid to the Contractor prior to the start of the project.** Deposit will be applied to all subsequent material and installation billing. Installation of fixtures installed will be Invoiced weekly until project completion.

25.4 Payments to the Contractor will be made for the actual quantities put in place and accepted in accordance with the Contract Documents. At all times the Contractor's unit prices will govern payment unless a penalty is assessed by the Owner.



25.5 When alterations in the quantities of work not requiring a supplemental agreement, as herein before provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done.

25.6 Should any items contained in the bid form be found unnecessary for the proper completion of the work Contracted, the Owner may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and billing will be adjusted accordingly by the Contractor.

25.7 Final Payment will be due when the Contractor has completed all work and the Contractor has submitted all required paperwork (Payment Request Forms).

ARTICLE 26 – SAFETY AND HEALTH REGULATIONS

26.1 In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act; and shall maintain all accurate records in all cases of death, occupational disease and injuries requiring medical attention or causing loss of time from work, arising out of and in course of employment on Work under this Contract.

26.2 The Contractor alone is responsible for the safety, efficiency and adequacy of the equipment and methods and for any damage which may result from the failure or the improper construction, maintenance, or operation.

26.3 The Contractor shall comply with the requirements of the Occupational Safety and Health Act.

ARTICLE 27 – LIABILITY OF THE OWNER

27.1 No person, firm, or corporation, other than the signer of this Contract as Contractor now has any interest hereunder and no claim shall be made or to be valid, and neither the Owner nor any agent of the Owner, shall be liable for or to be held to pay any money except as herein provided. The acceptance by the Contractor of the payment of the final estimate shall operate as and shall be a release to the Owner, and every agent of the Owner, from all claims and liability to the Contractor for anything done or furnished for or relating to the work, except the claim against the Owner for the remainder, if any thereby, of the amounts kept or retained as herein provided.



ARTICLE 28 – GUARANTEES

28.1 The Contractor guarantees that the work to be done under this Contract and the materials to be furnished for use in the construction of the same will be free from defects or flaws. **This labor guaranty shall be for a period of one year and after the date of acceptance.**

28.2 Contractor warrants that the LED lighting fixtures will be free of defects in material and workmanship for a period of **FIVE (5) YEARS for standard interior fixtures, EIGHT (8) YEARS for CliQ interior fixtures, and TEN (10) YEARS for street and parking lot lights**, from the date of original purchase. This limited warranty shall be void if the product is not used for the purpose for which it was designed.

ARTICLE 29 – TERMINATION

29.1 Upon fourteen calendar (14) days written notice to the Contractor, Owner may without cause and without prejudice to any other right of remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work executed at the Contract prices prior to the date of termination as its sole remedy.

Federal Funding Opportunities

Posted April 1-15, 2026

Commerce

Department of Commerce
National Institute of Standards and Technology
2026 Congressionally Identified Construction Grant Program
<https://www.grants.gov/search-results-detail/361847>

Health and Human Services

Department of Health and Human Services
Administration for Community Living
ACL National Chronic Disease Self-Management Education Resource Center
<https://www.grants.gov/search-results-detail/361855>

National Aeronautics and Space Administration

National Aeronautics and Space Administration NASA Headquarters
ROSES25: F.5 Future Investigators in NASA Earth and Space Science and Technology
<https://www.grants.gov/search-results-detail/361889>

National Science Foundation

U.S. National Science Foundation
Arctic Doctoral Dissertation Research Improvement Grants (Arctic DDRIG) Arctic Social Sciences, Arctic System Sciences, and Arctic Observing Network
<https://www.grants.gov/search-results-detail/361896>

Treasury

Department of the Treasury
Low Income Taxpayer Clinic
2027 Low Income Taxpayer Clinic (LITC)
<https://www.grants.gov/search-results-detail/361561>

RE: Request Adjustments to Route 127 Tidal Crossing Improvements

From Rooney, Martin <Martin.Rooney@maine.gov>

Date Thu 4/16/2026 6:19 AM

To Walter Briggs <walter.briggs@arrowsic.org>

Cc Doughty, Dale <Dale.Doughty@maine.gov>; Stewart, Karen <Karen.Stewart@maine.gov>; Ham, Eric <Eric.Ham@maine.gov>; Governor <Governor@maine.gov>; Abello, Thomas <Thomas.Abello@maine.gov>; Nangle, Tim <tim.nangle@legislature.maine.gov>; Crafts, Lydia <lydia.crafts@legislature.maine.gov>; Jody Jones <jodyinarrowsic@gmail.com>; dberndtson@gmri.org <dberndtson@gmri.org>; Claire Enterline <centerline@gmri.org>; phineewing <phineewing@gmail.com>; clarke.cooper@tutanota.com <clarke.cooper@tutanota.com>; Tepler, Denise <denise.tepler@legislature.maine.gov>; Lisa Margonelli <lisamargonelli@gmail.com>; gtwnme@hotmail.com <gtwnme@hotmail.com>; jessica@troopweller.com <jessica@troopweller.com>; scuppers1314@gmail.com <scuppers1314@gmail.com>; carlton1302@gmail.com <carlton1302@gmail.com>; Hepler, Allison <allison.hepler@legislature.maine.gov>; Foley, Brad <Brad.Foley@maine.gov>

Good morning,

MaineDOT is holding a Project Open House on May 5th from 5:30 to 7pm at the Georgetown Central School. Property owner letters and a newspaper notice will be sent out announcing the event and concurrent virtual public meeting. The format will allow people to attend anytime from 5:30 to 7pm and engage directly with MaineDOT engineers, designers, biologists, planners, etc. We will have an updated project StoryMap with project plans and additional information on the website prior to the Open House. I look forward to face to face discussions in a couple of weeks. Before I address your questions regarding additional project costs and schedule, I want to provide an update on the current cost estimate.

Project Costs

The project estimate for the current scope is \$10.85 million. It reflects preliminary geotechnical information and includes the following components:

- New highway elevation of 3.9 feet above HAT, increase in height of 3-4 feet
 - Due to the increase in roadway height and soft subsurface materials, the project would include a preload
 - A preload is a temporary ~4 foot additional increase in roadway height to help address expected settlement
- Replacement of a 5' by 5' culvert with a 14' by 7' culvert
- Replacement of a 5' by 5' culvert with a 26' by 7' culvert

The project is funded at \$5.125 million and has a \$5.725 million shortfall. Project design could continue and the project would compete for funding as part of MaineDOT's annual Work Plan process. New Work Plans are published at the beginning of each calendar year.

Scope Revisions and Added Costs

MaineDOT will rely on municipal or third-party funding for additional work beyond the above scope and cost estimate. Specific costs will depend upon desired final roadway height and size of culvert or bridge openings. MaineDOT will look to funding partner guidance on specific roadway elevation and culvert or bridge sizes. If we agree that municipal and third party funding is viable, MaineDOT will prepare a specific engineered cost estimate that could be the basis for grant applications, voter referenda, etc. In

order to provide a magnitude of potential costs, I asked the design team to prepare some conceptual estimates as follows:

- An additional 2' increase in final roadway elevation could cost \$1.75- \$2.25 million when factoring additional preload, materials and expanded impacts associated with the wider base of the highway.
- If the proposed 14' by 7' culvert was increased to a 26' by 7' culvert, the additional cost would be ~\$.5 million
- Increasing the opening beyond 26' would require a bridge. A 100' Single-span bridge on concrete abutments founded on h-piles for another project was estimated at \$6.3 million.

Although specific costs are scope dependent, major changes in roadway height and opening size would likely at least be in the \$8 million range and could be considerably more.

Schedule and Next Steps

MaineDOT will proceed with the May 5th Project Open House and are waiting for the final report from the project geotechnical consultant. No further substantial design work will be able to take place until the final project scope (final roadway elevation, opening type and size) is established. Therefore, we would like your feedback regarding the viability and schedule associated with municipal or third party funding.

A couple of interim options are as follows:

- MaineDOT could continue with an expanded design in good faith if a funding decision is forthcoming such as an Elected Official resolution and commitment to put the issue before voters within the next couple of months.
- MaineDOT, Municipal Partners and perhaps others could enter into an agreement in the next month or two to fund design for the added scope while parties continue to evaluate additional funding such as \$50,000 MaineDOT and \$50,000 others to allow the project to proceed without pause.
- We could postpone the project for an agreed upon time period such as six months or a year to allow time for parties to evaluate potential funding.

Although MaineDOT would re-prioritize this project once funding becomes known, the longer it is delayed at this stage, the more likely it will be postponed one or more construction seasons.

Thank you for your feedback and continued support to work together.

Marty

Marty Rooney
Senior Project Manager – Highway Program
MaineDOT
207-446-0364

From: Walter Briggs <walter.briggs@arrowsic.org>

Sent: Thursday, April 9, 2026 10:15 AM

To: Rooney, Martin <Martin.Rooney@maine.gov>

Cc: Doughty, Dale <Dale.Doughty@maine.gov>; Stewart, Karen <Karen.Stewart@maine.gov>; Ham, Eric <Eric.Ham@maine.gov>; Governor <Governor@maine.gov>; Abello, Thomas <Thomas.Abello@maine.gov>; Nangle, Tim <tim.nangle@legislature.maine.gov>; Crafts, Lydia <lydia.crafts@legislature.maine.gov>; Jody Jones <jodyinarrow sic@gmail.com>; dberndtson@gmri.org; Claire Enterline <centerline@gmri.org>; phineewing <phineewing@gmail.com>; clarke.cooper@tutanota.com; Tepler, Denise <denise.tepler@legislature.maine.gov>; Lisa Margonelli <lisamargonelli@gmail.com>; gtwnme@hotmail.com; jessica@troopweller.com;

scuppers1314@gmail.com; carlton1302@gmail.com; Hepler, Allison <allison.hepler@legislature.maine.gov>; Foley, Brad <Brad.Foley@maine.gov>; Eaton, Devan C <Devan.C.Eaton@maine.gov>; LibbyJr, Gerald G <Gerald.G.LibbyJr@maine.gov>

Subject: Re: Request Adjustments to Route 127 Tidal Crossing Improvements

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Martin,

Thank you for your thoughtful and detailed response to our March 13 letter regarding the Route 127 tidal crossing project. We appreciate the time you and your team have taken to engage with our communities and to clearly outline MaineDOT's approach, constraints, and decision-making framework.

We are encouraged by your commitment to continued engagement, and we look forward to participating in both the upcoming in-person meeting in Arrowsic and the virtual public engagement process.

We also appreciate MaineDOT's perspective on balancing investments across the state's transportation system. We understand the importance of ensuring that advancing additional scope on this project does not come at the expense of other critical needs statewide.

At the same time, we are actively exploring opportunities to support enhancements to the project through external funding and partnerships. Given MaineDOT's openness to augmenting project scope where additional funding is secured, it would be helpful for us to better understand the parameters of that pathway.

Specifically, as we evaluate potential funding sources, it would be useful to have additional clarity on:

The estimated cost ranges associated with potential scope enhancements (e.g., increased culvert sizing, additional elevation),
What level or proportion of cost share MaineDOT would expect from municipal or third-party partners,
Any key project schedule milestones or deadlines that would affect the ability to incorporate externally funded enhancements.

Having a clearer understanding of these factors will help our communities and partners focus our efforts on realistic and actionable funding opportunities.

Thank you again for your continued engagement, and we look forward to continuing the conversation in the coming weeks.

Sincerely,

Walter Briggs
First Selectperson
Town of Arrowsic
207.522.7987(m)

On Apr 3, 2026, at 12:59 PM, Rooney, Martin <Martin.Rooney@maine.gov> wrote:

Good afternoon Mr. Briggs et al;

Attached, please find MaineDOT's response to your letter. We look forward to continued discussions and anticipate a public meeting or forum sometime by early to the middle of May.

Marty

Marty Rooney
Senior Project Manager – Highway Program
MaineDOT
207-446-0364

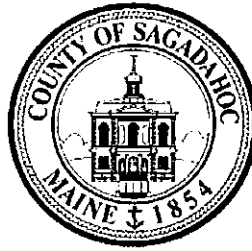
From: Walter Briggs <walter.briggs@arrowsic.org>
Sent: Monday, March 16, 2026 12:31 PM
To: Rooney, Martin <Martin.Rooney@maine.gov>; Doughty, Dale <Dale.Doughty@maine.gov>; Stewart, Karen <Karen.Stewart@maine.gov>; Ham, Eric <Eric.Ham@maine.gov>; Governor <Governor@maine.gov>; Abello, Thomas <Thomas.Abello@maine.gov>; Nangle, Tim <tim.nangle@legislature.maine.gov>; Crafts, Lydia <lydia.crafts@legislature.maine.gov>
Cc: Jody Jones <jodyinarrowsic@gmail.com>; dberndtson@gmri.org; Claire Enterline <centerline@gmri.org>; phineewing <phineewing@gmail.com>; clarke.cooper@tutanota.com; Tepler, Denise <denise.tepler@legislature.maine.gov>; Lisa Margonelli <lisamargonelli@gmail.com>; gtwnme@hotmail.com; jessica@troopweller.com; scuppers1314@gmail.com; carlton1302@gmail.com; Hepler, Allison <allison.hepler@legislature.maine.gov>
Subject: Request Adjustments to Route 127 Tidal Crossing Improvements

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please accept the attached letter requesting adjustments to the Route 127 Tidal Crossing Improvement project already under way. It is signed by Town of Arrowsic and Town of Georgetown officials as well as our state legislators.

Thank you,

Walter Briggs
First Selectperson
Town of Arrowsic
207.522.7987(m)



Please join us for our annual
Maine Spirit of America Foundation
award ceremony honoring exceptional
volunteerism in Sagadahoc County

Thursday, April 30th, 2026
at 10:00 a.m.
752 High Street
Superior Courtroom, 3rd Floor
Bath, Maine

Light refreshments after ceremony

2025 Honorees

	BOB ATER, PHINE EWING, WATER ACCESS COMMITTEE, WATER ACCESS MANAGEMENT COMMITTEE
ARROWSIC	
BATH	PAUL PERKINS
BOWDOIN	PATRICIA OSNOE & EVELYN YOUNG
BOWDOINHAM	MAUREEN BOOTH
GEORGETOWN	DAVE POLITO & EMILY HERMAN
PHIPPSBURG	NORMA BURPEE
WEST BATH	WEST BATH FIRE DEPARTMENT
WOOLWICH	ALLEN GREENE

FMI ~ Contact Sailor Cartwright at Sagadahoc County Administration
207-386-5855 or scartwright@sagadahoccountyme.gov

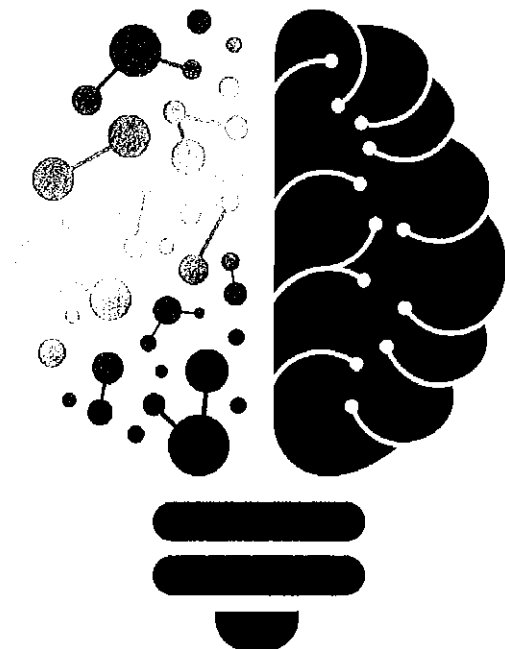
2026 MMA Technology Conference-Coming Soon!

From Maine Municipal Association <training@memun.org>

Date Wed 4/22/2026 8:47 AM

To gtwnme@hotmail.com <gtwnme@hotmail.com>

[View this email in your browser](#)



2026 MUNICIPAL TECHNOLOGY CONFERENCE

***Generative AI and
Municipal Communications***

**Wednesday, May 13
University of Maine at Augusta**

DATE-TIME- LOCATION-COST

Date: Wednesday, May 13
Time: Registration & Breakfast /8:00-9:00am
Conference/9:00am-4:00pm
Location: University of Maine at Augusta, Jewett Hall
Cost: MMA Members: \$100 / Non-Members \$200

Conference Registration-[CLICK HERE](#)

SCHEDULE

8:00 – 9:00 am: Registration and Breakfast-Jewett Hall Entry

9:00 am: Welcome & Keynote Session

Welcome-Brenda McAleer, Associate Provost and Dean of the College of Professional Studies, University of Maine at Augusta

Keynote-What's AI Going to Be When It Grows Up?

Cary Weston, ChatGPT Experiment

10:30-11:00 am: Morning Break - Visit with Sponsors & Exhibitors

11:00 am-12:30pm: CONCURRENT SESSION #1

How to Have Better Conversations With AI

Cary Weston, ChatGPT Experiment

Detecting and Protecting Against Fraud

Randy Rose, Vice President of Security Operations & Intelligence,
Center for Internet Security

12:30-1:15 pm: Lunch and Networking

1:15-1:45pm: Sponsor & Exhibitor Break

Sponsor Demonstrations and Presentations

1:45-3:15 pm: CONCURRENT SESSION #2

Using AI Responsibly in Urgent Communications: State Policy, Pitfalls, and Practice

Spencer Roberts, Public Outreach Specialist
Maine Emergency Management Agency

Protecting Data Privacy and Ensuring Compliance
Stephanie Gass, Senior Director of Information Security
Center for Internet Security

Full Session Descriptions Available Here

4:00-6:00pm: *Maine GIS User Group Partner Event-"Mappy Hour"*

The Maine GIS User Group (MEGUG) is holding a "Mappy Hour" and Lightning Talks from 4-6pm at the UMA Randall Student Center, Fireside Lounge. The event is free to MEGUG members and MMA Technology Conference attendees. Catch up with colleagues, meet new friends, and learn a bit about GIS while enjoying some tasty apps and a beer, wine or soft drink on us!

Mappy Hour RSVP is Required Here: <https://www.megug.org/event-6618621>

MMA Technology Conference attendees who register for this event will also receive a free MEGUG membership for the balance of our membership year.

The Exhibit Hall is full!
Here are just a few of the great Sponsors

2026 TECHNOLOGY PARTNERS...


Sponsor: Attendee Giveaway


Sponsor: Keynote Speaker


Sponsor: Luncheon

THANK YOU

Conference Registration: [CLICK HERE](#)

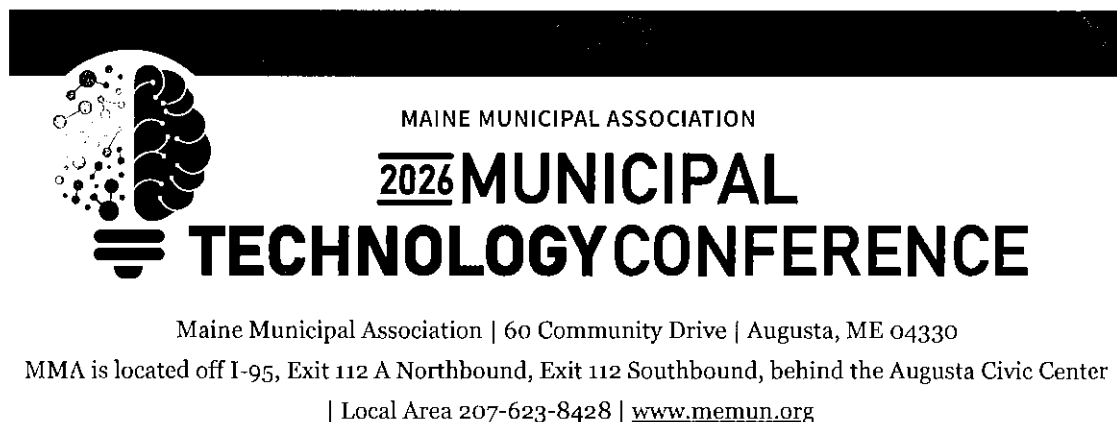
CANCELLATION POLICY

- All cancellations must be submitted using this: **CANCELLATION FORM**

- Cancellations received before 5/6/26 will be assessed a \$15 administrative fee for processing.
- Cancellations received on/after 5/6/26 will be charged 50% of the course fee.
- Any registrant who does not attend and does not cancel their registration (i.e. no-show) and any cancellation received the day of the event will be charged the full registration fee.
- Registration substitutions are permitted for registrants within the same municipality/organization and will be assessed a \$15 substitution fee. Please email membershipservices@memun.org to request a registration substitution.
- Registration transfers to a future training offering are not permitted.

If you have any questions, please contact the Educational Services Office at (207) 623-8428 or training@memun.org

Please direct all questions about membership and registration to membershipservices@memun.org



Maine Municipal Association | 60 Community Drive | Augusta, ME 04330
 MMA is located off I-95, Exit 112 A Northbound, Exit 112 Southbound, behind the Augusta Civic Center
 | Local Area 207-623-8428 | www.memun.org

The Maine Municipal Association (MMA) is a voluntary membership organization offering an array of professional services to municipalities and other local governmental entities in Maine. MMA is a non-profit, non-partisan organization governed by an Executive Committee elected from its member municipalities. Founded in 1936, MMA is one of 49 state municipal leagues that, together with the National League of Cities, are recognized at all governmental levels for providing valuable services and advocating for collective municipal interests.

The Maine Municipal Association has a core belief that local government is a fundamental component of a democratic system of government. MMA is dedicated to assisting local governments, and the people who serve in local government, in meeting the needs of their citizens and serving as responsible partners in the intergovernmental system.

MMA's services include advocacy, education and information, professional legal and personnel advisory services, and group insurance self-funded programs.

Want to change how you receive these emails?
 You can update your preferences or unsubscribe from this list.



Propane/Heating Oil Purchasing Group

From Age-Friendly Georgetown Maine <jamespeavey@agefriendlygeorgetown.org>

Date Wed 4/22/2026 11:44 AM

To gtwnme@hotmail.com <gtwnme@hotmail.com>

[View in browser](#)



A message from Age-Friendly Georgetown

A Community for All Ages

Propane/Heating Oil Purchasing Group

Each year around this time, I solicit proposals from area dealers for propane and heating oil for the upcoming contract period. Sometimes it is for the coming year, usually starting in June and ending the following May. Some will offer multiple years. This program has served many Georgetowners well, with

some residents saving hundreds and even over a thousand dollars a year for some residents.

Participation by the dealers has varied year to year. I have requested proposals from Dead River, M.W. Sewall, Irving Energy, and Superior/Downeast. I will forward the proposals from the dealers that provide them. Of note, one dealer has set a deadline for response by May 15th. I will urge the others to get their information in as soon as possible so if you are interested you can compare offers.

The terms and conditions, as well as the timing of response required, varies supplier to supplier. Any contract arrangements you make with a supplier under the auspices of this program are completely between you and the company. Age-Friendly Georgetown is only gathering the information and sharing it and would not be involved if any issues arise. Questions about the offers should be directed to the supplier.

Jim

A Community That Cares.

agefriendlygeorgetown.org

You've received this message because you signed up
for news and information from Friends of Reid State Park.

[Unsubscribe](#)

TOWN OF GEORGETOWN
EMERGENCY SERVICES COST RECOVERY ORDINANCE

A TRUE COPY ATTEST

CERTIFIED BY: _____

Adopted:

SECTION 1. STATEMENT OF PURPOSE AND AUTHORITY: The Town of Georgetown, through its Fire Department, is engaged in providing emergency response and rescue services ("emergency services"). This Ordinance is adopted pursuant to municipal home rule ordinance authority and Title 30-A M.R.S. Section 3001 to allow the Town to offset the cost of providing emergency services.

SECTION 2. EFFECTIVE DATE: This Ordinance shall take effect upon affirmative vote of the Town of Georgetown and may be amended from time to time by majority vote of the citizens.

SECTION 3. SEVERABILITY: Should any section or provision of this Ordinance be declared by the courts to be invalid, such decision shall not invalidate any other section or provision of the Ordinance.

SECTION 4. CONFLICT: Whenever a provision of this Ordinance conflicts with or is inconsistent with another provision of this Ordinance or of any other ordinance, regulation or statute, the more restrictive provision shall control.

SECTION 5. DEFINITION OF SERVICES: The Town of Georgetown will seek payment for the cost of emergency services provided by the Town's Fire Department when responding to incidents involving non-residents in the Town of Georgetown, or upon request of Mutual aid from other municipalities. Emergency services shall include any call to which an ambulance responds, whether or not transportation to a hospital is ultimately provided.

SECTION 6. FEES FOR SERVICES: Upon adoption of this Ordinance, the Select Board shall be authorized to review and set the fees for the emergency services as it deems in the best interest of the Town of Georgetown. Such fees may be amended from time to time by a majority vote of the Select Board.

SECTION 7. COST RECOVERY BILLING: The Town may use a third-party billing agency for claims made to insurance companies as provided by law and may add other types of incidents as allowed by law. The Town shall only seek restitution for emergency services from insured individuals or companies. Terms of compensation to the third-party billing company shall be agreed upon and approved by the Select Board and set forth in an agreement.

SECTION 8. REVENUES: All revenues received from cost recovery shall be placed in a dedicated revenue account and may be used to address shortfalls in the Fire Department account. Any amounts remaining in the dedicated revenue account at the close of the fiscal year may be carried forward to the Fire Department budget, if approved by town meeting, and if not will lapse to the undesignated fund.

SECTION 9. DENIAL OF SERVICES: EMS services shall not be denied to or withheld from any person because of lack of insurance or refusal of payment.

WORKING WATERFRONT ORDINANCE

Town of Georgetown

Commented [KC1]: This ordinance contains no mandates, so I would suggest instead calling it "Ordinance Declaring Georgetown to be a Working Waterfront Community."

Enacted _____, 2026

1. Title

- A. This Ordinance shall be known as the "Working Waterfront Ordinance" and will be referred to herein as the "Ordinance".

2. Authority

- ~~A.~~ This Ordinance is adopted pursuant to the Home Rule Powers as provided for in Article VIII of the Maine Constitution and under the authority granted to the Town by the Maine Revised Statutes, including ~~of 30A MRS §210130-A M.R.S. § 3001~~, et seq.

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- ~~A.B.~~ This Ordinance does not affect or restrict the applicability of any other Ordinances, Laws, Rules and/or Regulations of the Town, the County or the State.

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- ~~B.C.~~ To the extent that any provision of this Ordinance is deemed invalid by a court of competent jurisdiction, such provision shall be removed from the Ordinance and the balance of the Ordinance shall remain valid.

- ~~C.D.~~ This Ordinance shall be administered by the Georgetown Select Board, or ~~their~~ its designee.

3. PurposeDeclaration of Working Waterfront Status

- ~~3.~~ The Town of Georgetown hereby declares that it is a Working Waterfront Community with the following goals:

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- A. To ensure and preserve the vitality of Georgetown's ~~centuries-old~~ centuries-old cultural environment as a welcoming working waterfront community supporting the town's people, families and businesses.
- B. To transparently protect, support, promote and advocate for a vibrant, diverse, sensitive and balanced commercial marine base of related enterprises including but not limited to lobstering, clamming, aquaculture, worming and supporting businesses ~~(including~~ boatyards, marinas, and marine services).
- C. To proudly and publicly affirm the Town's intention to be a welcoming Working Waterfront Community and asserts its intention to remain as such.
- D. To establish that Georgetown declares and advises all residences and businesses operating in the town as well as visitors, that it is designated a Working Waterfront Community

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- ~~E.~~ To establish that this Ordinance does not contain any fines or enforcement provisions. Likewise, it does affect any existing Ordinances, Laws, Rules and/or Regulations of the Town, the County or the State.

- ~~F.E.~~ To establish that Georgetown advocates for the capability of our waterfront commercial marine base, to be successful in their businesses and as important contributing members of the community.

- ~~G.F.~~ To establish that Georgetown intends to ensure this vital characteristic of our community remains and is supportive of an expanding and diverse commercial

DRAFT (VERSION 4, 4/3/2026)

marine base of related businesses that are in harmony and balance with the broader community.

H.G. To establish that the Town aims to ensure that existing and new residents understand the vital role of the working waterfront and what it needs to thrive, including Town infrastructure.

I.H. To establish that the Town will protect commercial fishing and harvesting activities from changes in the Town's Ordinances that could negatively impact their successful operations.

J.I. To establish that this Ordinance is consistent with State law that protects commercial fishing activities from nuisance claims, as long as best practices are being followed.

J. To establish that the Town will endeavor to protect its natural resources and waterways such that our current commercial marine base remains vibrant and that future enterprises, as well as residents and tourists, have fair/equal opportunity to engage and benefit from working waterfront endeavors.

K. **4. Notification to Residents and Businesses**

~~L. To establish that all existing property owners in town, through virtue of the Town's website will be notified of the Ordinance. Likewise, prospective sellers and buyers of real estate, as well as their respective agents, will be formally informed through an out-reach program to local agents and the Maine Association of Realtors, that Georgetown is a Working Waterfront Community, what that entails and that it is a ratified Town priority. It is expected that agents conducting real estate transactions in Georgetown will familiarize themselves with this Ordinance to ensure maximum transparency for their clients and to avoid liability in the event a buyer/seller is without such advance knowledge of this Ordinance. To that end:~~

~~(a) A. The Town will revise its webpage to include the new Working Waterfront this Ordinance and include a description of this new designation as part of the home page;~~

~~(b) B. The Town will transmit a copy of the new Working Waterfront Ordinance this Ordinance to the Maine Association of Realtors and to real estate agents within Sagadahoc County, advising them of the Town's new designation and requesting that they notify all local real estate agents of this new Town designation, with the goal of having all Georgetown buyers and sellers (all real estate transactions) made aware of the Working Waterfront this ordinance and what it entails;~~

~~(c) C. The Town will recommend Real estate agents brokering transactions in Georgetown should ensure that the document from the Maine Aquaculture Association be distributed by realtors to prospective buyers at the time of signing the Purchase and Sale Agreement".~~

~~M. D. To establish that signage will Signage shall be conspicuously placed in proximity to the town border, stating that Georgetown is a Working Waterfront Community. Similar signage will be placed at the Town Office, Town Landing, Town Wharf, local Boatyards/Marinas, and other Town public spaces as determined by the Select Board or their designee(s). Finally, the Town website will include a banner with this declaration.~~

4. Applicability

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Commented [KC2]: Since the ordinance doesn't contain any mandates, there is no potential for liability.

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Commented [KC3]: What document? Be more specific?

Commented [KC4]: Duplicative

Commented [KC5]: There is nothing to directly applicable to anyone other than realtors, so I would suggest removing this section as it tends to indicate the ordinance includes mandates, and the reader would tend to think it requires something of working waterfront owners.

DRAFT (VERSION 4, 4/3/2026)

- A. This ordinance applies to all properties, businesses, and enterprises located or operating within the Town of Georgetown.

5. Definitions – **Working Waterfront**

- A. An area or structure on, over, or adjacent to navigable waters that provides access to the water and is used for ~~water-water~~-dependent commercial, ~~and~~ industrial uses, including commercial and recreational fishing, tourism, aquaculture, boat and ship building, repair and services, seafood/sea-based items for processing and sales, transportation, shipping and marine construction.

Commented [KC6]: I have provided edits here, but really, there is no need to define working waterfront since there is nothing in the ordinance that requires it to be defined (such as applying standards only to designated WW properties). It seems like the intent is to keep it broad, and leaving it undefined best suits that goal.

- B. ~~A parcel or portion of a parcel of land abutting tidal waters located in the intertidal zone (between the high and low water mark), that is used primarily (more than 50%) to provide access to or support the conduct of commercial fishing activities. Maine 36 MRSA §1132 (11).~~

Commented [KC7]: I'd suggest removing (B), as it is subsumed in the broader definition of (A).

- C. The Town acknowledges that while legal definitions of working waterfront are clearly defined by state agencies and within tax programs, ~~it is also important to the Town intentionally defines the term more broadly in~~ consideration of how the public perceives working waterfronts. Those people may imagine Maine's working waterfronts with conjured images of wharves and piers in a boat-lined harbor with fisherman hauling their catch of the day back to land. They may also envision other water-dependent commercial businesses such as boat tours, ferries, boat builders, waterfront services like fuel docks, ice, supplies, and boat maintenance. Often overlooked forms of working waterfronts, sometimes referred to as discreet working waterfronts, involve mudflats where wild shellfish, worms, and various sea vegetables are harvested. Included in these working waterfronts are the footpaths necessary to get to those mudflats. The Town reiterates the significance of this important fact because public perception and awareness determine what level of working waterfront protection and private owner cooperation may be maintained or newly-implemented in the Town.

- D. ~~"Waterfront" properties end at the mean low water mark and cannot impede fishing, fowling or navigation.~~

Commented [KC8]: Unusually descriptive for an ordinance, and unclear whether it is intending to include areas outside of the waterfront in the term "working waterfront" if they include or support marine industry.

6. Effective Date and Duration

- A. This Ordinance shall take effect on _____ upon enactment by the Town of Georgetown unless otherwise provided and shall remain in effect until it is amended or repealed.

Commented [KC9]: I would discourage trying to legislate around the colonial ordinance, as the law is ever-changing, and I fear the town will get drawn into litigation between property owners and abutters/ public.

DRAFT BUILDING/DEMOLITION PERMIT ORDINANCE DRAFT
Town of Georgetown, Maine

Adopted June 20, 1987	Amended Sept 21, 1988	Amended June 16, 1990
Amended June 18, 1994	Amended June 10, 1995	Amended June 17, 2000
Amended June 18, 2005	Amended June 16, 2007	Amended June 14, 2008
Amended March 11, 2009	Amended June 13, 2009	Amended June 18, 2011
Amended June 16, 2012	Amended June 18, 2016	Amended June 17, 2017
Amended June 16, 2018	Amended August 30, 2020	Amended June 26, 2021
Amended June 16, 2022	Amended June 17, 2023	Amended June 15, 2024
Amended June 13, 2026		

1. **Authority and Purpose:** This Ordinance is adopted pursuant to the “home rule” provisions of 30-A M.R.S. § 2101. Its purposes are to provide for adequate spacing of buildings with respect to other buildings, roadways, and subsurface waste disposal needs, and to assure compliance with applicable local and State land use laws in those areas of the Town not governed by the Shoreland Zoning Ordinance.
2. **Applicability:** This Ordinance applies to all areas of Georgetown which are not governed by the Shoreland Zoning Ordinance.
3. **Planning Board Permit Required:** After the effective date of this Ordinance, a permit issued by the Planning Board shall be required prior to the following:
 - a. the construction or placement of any new or relocated principal structure, Accessory Dwelling Unit (ADU), **Secondary Dwelling Unit (SDU)** or tiny home;
 - b. the expansion of an existing principal structure which results in an increase in the ground area covered by the structure, whether such expansion is supported from the building or by posts or foundation wall, or an increase in the volume and/or height of the structure, or the removal and replacement of the entire structure or any portion thereof;
 - c. the modification of an existing principal structure which results in an increase in the number of bedrooms or dwelling units in the structure;
 - d. construction or expansion of a campground/campsite;
 - e. a first-time structure greater than 100 square feet on an undeveloped lot;
 - f. construction or expansion of a solar farm.
 - g. all commercial structures, principal or accessory.
4. **Code Enforcement Officer Permit Required:** After the effective date of this Ordinance, a permit issued by the Code Enforcement Officer, Assistant Code Enforcement Officer, or designated alternate shall be required prior to the following:

- a. the construction or placement of any new or relocated accessory structure;
- b. the expansion of an existing accessory structure which results in an increase in the ground area covered by the structure, whether such expansion is supported from the building or by posts or foundation wall, or an increase in the volume and/or height of the structure, or the removal and replacement of the entire structure or any portion thereof;
- c. demolition of an existing structure.
- d. signs for businesses and organizations

5. Exceptions: This Ordinance shall apply to the following, however a building permit will only be required by the Code Enforcement Officer if a variance is required:

- a. a shelter for a small household pet, such as a cat or a dog;
- b. an accessory structure which does not exceed 100 square feet in area;
- c. a temporary roadside stand used for sale of flowers, vegetables, fruit, or similar produce which does not exceed 100 square feet in area;
- d. steps, stairs, or wheelchair ramps used exclusively to gain access to a building doorway;
- e. roofs constructed without attachment to the ground and used exclusively to provide weather shelter to doorways or steps;
- f. a boundary wall or fence;
- g. a temporary enclosure for the repair or maintenance of boats, equipment, or machinery;
- h. a hoop garage or storage container no larger than 240 square feet and 15 feet in height;
- i. normal, routine maintenance and repairs, such as re-shingling a roof, replacing siding or replacing windows.

6. Application and Fee: Applications for permits shall be on forms provided for the purpose and are available on the Town website or from the Planning Board, Code Enforcement Officer, or the Town Clerk. Building/Demolition Permit fees are set by order of the Select Board, after consultation with the Planning Board and a public hearing held by the Select Board. The fee schedule is available on the Town website or from the Code Enforcement Officer or the Town Clerk.

All fees expended by the Town related to the processing of the application, including but not limited to posting fees, advertising fees, legal fees, etc. shall be reimbursed by the applicant by check to the Town of Georgetown.

If a Building Permit is not obtained until after construction or demolition begins, the fee for an “after the fact” permit shall be double the normal fee. This double fee is in addition to any fine

or penalty that may be imposed for failing to obtain a Building Permit prior to starting construction.

7. **Permit Decision:**

a. For those proposed building activities on which it is authorized to act, the Planning Board shall, upon receipt of a written application, notify the applicant in writing either that the application is a complete application or, if the application is incomplete, the specific additional material needed to make it a complete application. All applications shall either be approved or denied in writing within 30 days of receiving a completed application, including all information requested. Permits shall not be denied if the proposed use is found to be in conformance with the provisions of applicable Town Ordinances.

b. For those proposed building activities on which he or she is authorized to act, the Code Enforcement Officer shall, upon receipt of a written application, notify the applicant in writing either that the application is a complete application or, if the application is incomplete, the specific additional material needed to make it a complete application. Within 30 days of the receipt of a completed application, the Code Enforcement Officer shall determine whether the proposed building activity meets the requirements of this Ordinance. If the Code Enforcement Officer makes a positive finding that all applicable requirements are met, he or she shall issue a permit without undue delay. If he or she finds that the applicable requirements of this Ordinance have not been met, he or she shall immediately issue a written denial of the application, stating the specific provisions which the application fails to meet.

c. Permits may be made subject to reasonable conditions to assure conformity with the purposes and provisions of this Ordinance and other applicable Town Ordinances and State laws. If a permit is denied, the reasons for the denial shall be stated in writing. An appeal to the Board of Appeals from an approval or denial of an application must be made within 90 days of the approval or denial.

d. The successful applicant must post the permit in some visible place on the building site.

e. The successful applicant must mark the exact location of the structure on the site and have the Code Enforcement Officer verify that this location complies with the permit before beginning actual construction.

8. **Permit Duration:** Permits shall expire one year after the date of issuance. A permit may be extended for an additional year in accordance with the following conditions:

a. A substantial construction start is made during the initial one-year period. Substantial shall mean the completion of at least thirty percent of the permitted project as measured by the estimated total construction cost ~~and~~ as determined by the CEO.

b. Only one extension will be allowed. If after the extension period the permitted project is not complete, the permit shall expire and the applicant will be required to reapply to the Planning Board or CEO as applicable for a new permit.

c. A request for the permit extension may be made to the CEO before the original permit expires. The CEO has the authority to issue an extension.

9. **Requirements:**

- a. An application to add an additional principal **a SDU** dwelling, or an ADU or a tiny home to an already developed lot or multiple dwellings to an undeveloped lot must provide **verification that each added unit has access to adequate potable water and an adequate septic system.** ~~documentation for the following prior to a building permit being issued:~~

- (1) ~~That the property has an adequate potable water supply to serve the additional dwelling unit(s) as well as any existing uses on the property.~~
- (2) ~~A statement from a well or groundwater expert that the water supply has been sampled between the months of June and September and found to be adequate to support the sustained demand of the additional dwelling(s) without causing an adverse impact to surrounding groundwater users.~~
- (3) ~~Written verification from a licensed site evaluator that the additional dwelling(s) will be served by an adequate wastewater/graywater disposal system. Any application for an additional dwelling(s) which will be served by a new wastewater/graywater disposal system shall be submitted with form HHE-200 prepared by a licensed site evaluator.~~

- b. **Structure Setback Requirements for Principal and Accessory Structures:** All newly constructed, placed, relocated, or expanded principal **structures, SDUs, ADUs, tiny homes, or accessory accessory** structures shall meet the following minimum setback requirements:

- (1) Setback from the center line of any public road, or a common road in an approved subdivision: 50 feet;
- (2) Setback from the center line of any private road: 30 feet;
- (3) Setback from all other lot lines: 20 feet;
- (4) Setback from any cemetery: 25 feet;
- (5) A principal or accessory structure existing at the effective date of this Ordinance which does not comply with the provisions of Section 9 a.(1) and 9 a.(3) shall be subject to the restrictions pertaining to expansion, modification and relocation as set forth in Section 9(h) of this Ordinance.

- b c. Accessory Dwelling Units (ADU):** One ADU may be located on the same lot as a single-family dwelling unit so long as it meets all State and local land use requirements, as well as the below standards:

- (1) One ADU shall be permitted per parcel that has an **existing** single-family dwelling or two-family dwelling **unit**, and may be located within the **principal structure** primary building, **attached to an existing structure or as an additional detached dwelling unit.** ~~in an addition to the primary building, or as an accessory in a separate building.~~

- (2) ~~The lot on which the ADU is to be located must comply with the state minimum lot size law.~~
- (3) An ADU must be at least 190 square feet and may not ~~cannot~~ be larger than 850 square feet.
- (4) An ADU unit may not have more than two bedrooms.
- (5) An ADU must meet all lot coverage, area and setback requirements. **It may be built on a nonconforming lot of record**
- (6) The height of a detached ADU shall not exceed the height of the primary structure.

All permits for ADU's shall be issued with the condition that they may not be rented under a **single** rental agreement for periods of less than **30-90** consecutive days per year.

- d. Maximum Height Limit for Structures:** Structures shall not exceed 35 feet in height as measured from the mean original grade at the downhill side of the structure. This provision shall not apply to transmission towers, windmills, attached antennas, chimneys or flagpoles intended for personal use and similar structures having no floor area. Additionally, cupolas, domes, widow's walks or other similar features are exempt from this height limit.

NOTE An affordable housing development may exceed the 35 foot height restriction by no more than 14 feet except in the Shoreland Zone. Subject to review by a municipal fire chief or designee that the Town can provide adequate fire response to the building. No exemption to the height restriction is allowed in the Shoreland Zone.

- e. Lot Size Requirements for Principal Structures:** All applications for permits for new or relocated principal structures, and for permits for expansions or modifications of existing principal structures which would result in an increase in the number of dwelling units or an increase in the volume of waste discharged to a subsurface waste disposal system, shall include written evidence of compliance with the Georgetown Minimum Lot Size Ordinance.

f. Private Roads and Driveways:

- (1) Any private road or driveway must be set back 25 feet from any cemetery.
- (2) Anyone installing a driveway or entrance along a state highway is required by state law to obtain a driveway/entrance permit from the Maine Department of Transportation (DOT) (<https://www.maine.gov/mdot/traffic/drivewaypermits/midcoast/?towns=2>) before a Building Permit can be issued. A copy of the approved permit must be included with the Building Permit application. Additionally, State law requires that if a property owner intends to change the use of the entrance (e.g. from residential only to residential/small business), a permit must be obtained from Maine DOT.

g. Solid Waste Disposal:

Any contractor doing work under a building/demolition permit issued under this Ordinance must provide for private disposal of the construction/demolition waste

produced as part of the work involved; such construction waste will not be accepted at the Georgetown Transfer Station.

h. Non-conforming structures:

- (1) Expansion. A non-conforming structure may be added to or expanded with a permit from the Planning Board, if such addition or expansion does not increase the non-conformity of the structure.
- (2) Relocation. A non-conforming structure may be relocated within the boundaries of the lot on which it is located provided that the site of relocation conforms to all setback requirements to the greatest practical extent as determined by the Planning Board and provided that the applicant demonstrates that the present subsurface waste-disposal system meets the requirements of State law and the State of Maine Subsurface Wastewater Disposal Rules, or that a new system can be installed in compliance with the Rules. In no case shall a structure be relocated in a manner that causes the structure to be more non-conforming.

In determining whether the building relocation meets the setback to the greatest practical extent, the Planning Board shall consider the size of the lot, the slope of the land, the potential for soil erosion, the location of other structures on the property and on adjacent properties, the location of the septic system and other on-site soils suitable for septic systems, and the type and amount of vegetation to be removed to accomplish the relocation.

- (3) Reconstruction or Replacement. Any non-conforming structure which is located less than the required setback from a lot line, cemetery, or road or which exceeds the maximum height limit for structures and which is removed, damaged, or destroyed, regardless of cause, by more than 50 percent of the market value of the structure before such damage, destruction, or removal, may be reconstructed or replaced provided that a permit is obtained from the Planning Board within eighteen months of the date of the damage, destruction, or removal, and provided that such reconstruction or replacement is in compliance with the setback or height requirements to the greatest practical extent as determined by the Planning Board in accordance with the purposes of this Ordinance. **Reconstruction of a non-conforming structure shall not be permitted if the structure has been abandoned for more than 18 months as of the date of application.** In no case shall a structure be reconstructed or replaced so as to increase its non-conformity.

Any non-conforming structure which is located less than the required setback from a lot line, cemetery, or road or which exceeds the maximum height limit for structures and which is removed by 50 percent or less of its market value, or damaged or destroyed by 50 percent or less of its market value, excluding normal maintenance and repair, may be reconstructed in place if a permit is obtained from the Planning Board within eighteen months of such damage, destruction, or removal.

i. Campgrounds:

(1) Commercial campgrounds shall conform to the minimum requirements imposed under State licensing procedures and the following:

Note: Sites in the Shoreland Zone are governed by the Shoreland Zoning Ordinance.

- (a) Campgrounds shall contain a minimum of 1,000 square feet of land, not including roads and driveways, for each R.V. and tent site. Land supporting wetland vegetation and land below the normal high-water line of a water body shall not be included in calculating land area per site.
- (b) The areas intended for placement of a recreational vehicle, tent, park model, or shelter, and all utility and service buildings shall be set back seventy-five feet, horizontal distance, from the normal high-water line of other water bodies, tributary streams, or the upland edge of a wetland.

(2) Individual private campsites not associated with campgrounds are allowed provided the following conditions are met:

Note: Sites in the Shoreland Zone are governed by the Shoreland Zoning Ordinance.

- (a) One campsite per lot existing on the effective date of this Ordinance.
- (b) When an individual private campsite is proposed on a lot that contains another principal use and/or structure, the lot must contain the minimum lot dimensional requirements for the principal structure and/or use, and the individual private campsite separately.
- (c) Campsite placement on any lot, including the area intended for a recreational vehicle or tent platform, shall be set back 75 feet, horizontal distance, from the normal high-water line of other water bodies, tributary streams, or the upland edge of a wetland.
- (d) Only one recreational vehicle shall be allowed on a campsite. The recreational vehicle shall not be located on any type of permanent foundation except for a gravel pad, and no structure except a canopy shall be attached to the recreational vehicle.
- (e) The clearing of vegetation for the siting of the recreational vehicle, tent or similar shelter in a Resource Protection District shall be limited to 1,000 square feet.
- (f) A written sewage disposal plan describing the proposed method and location of sewage disposal shall be required for each campsite and shall be approved by the Local Plumbing Inspector. Where disposal is off-site, written authorization from the receiving facility or landowner is required.
- (g) When a recreational vehicle, tent, or similar shelter is placed on-site for more than 120 days per year, all requirements for residential structures shall be met, including the installation of a subsurface waste-disposal system in compliance with the State of Maine Subsurface Wastewater Disposal Rules unless served by public sewage facilities.

j. Signs. The following provisions shall govern the use of signs in Georgetown. Signs in existence before this provision is adopted are grandfathered.

(1) Permanent Signs:

- (a) Signs of six (6) square feet or less do not require a permit
- (b) Signs for businesses and organizations are allowed, provided that in aggregate such signs shall not exceed one hundred (100) square feet.

(2) Temporary Signs:

- (a) Temporary signs are allowed and are not subject to a permit.
- (b) No more than four (4) temporary signs are allowed per property.
- (c) The size of a temporary sign shall not exceed eight (8) square feet.
- (d) A temporary sign may be placed on-premise no more than five (5) days prior to the activity and shall be removed within three (3) days of the end of the activity.

(3) General, applicable to all signs:

- (a) Two-sided signs shall be considered one sign.
- (b) All signs shall be set back from all rights-of-way a minimum of ten (10) feet and twenty (20) feet from all other property lines.
- (c) No sign shall be placed in a position that will impair vision, obstruct traffic, or create a hazard or nuisance to the general public.
- (d) Signs relating to trespassing and hunting shall be allowed without restriction as to number, provided that no such sign shall exceed two (2) square feet in area.
- (e) Signs relating to public safety shall be allowed without restriction.
- (f) No sign shall extend higher than twenty (20) feet above the ground.
- (g) Signs may be illuminated only by shielded, non-flashing lights.

k. **Tiny Homes.**

Tiny Homes must:

- (1). Comply with American National Standards Institute Standard A 119.5 on plumbing, propane, fire and life safety and construction or National Fire Protection Association standard 1192 on plumbing, propane and fire and life safety for recreational vehicles;
- (2) Not exceed 400 square feet in size and must be at least 150 square feet in size;
- (3) Not exceed any dimension allowed for operation on a public way under this Title; and
- (4) Be a vehicle without motive power.

All permits for tiny homes shall be issued with the condition that they may not be rented under a single rental agreement for periods of less than ~~30~~ 90 consecutive days per year.

l. Secondary Dwelling Units (SDU)

- (1) SDU's may be permitted as allowed by law.
- (2) In a designated growth area, the lot on which the SDU is to be located shall comply with the state minimum lot size law. Outside the designated growth area, the lot area of the lot on which the SDU is to be located shall be at least two acres for each dwelling unit other than an accessory dwelling unit.
- (3) An SDU must meet all lot coverage and setback requirements.

All permits for SDU's to be placed on a lot not meeting the minimum lot area set forth above shall be issued with the condition that they may not be rented under a rental agreement for periods of less than 30-consecutive days per year.

- m. Demolition Permit:** A Demolition Permit is required in order to remove/demolish any existing structure greater than 100 square feet and for any structure, regardless of size, that has been painted prior to 1978. The issuance of Georgetown's demolition permit does not exempt the applicant from meeting state and federal hazardous waste standards.
- n. Erosion and Sedimentation Control:** All activities which involve filling, grading, excavation or other similar activities which result in un-stabilized soil conditions and which require a permit shall also require a written soil erosion and sedimentation control plan. The plan shall be submitted to the Planning Board for approval and shall include, where applicable, provisions for:
 - (1) Mulching and re-vegetation of disturbed soil.
 - (2) Temporary runoff control features such as hay bales, silt fencing, or diversion ditches.
 - (3) Permanent stabilization structures such as retaining walls or rip-rap.
- o. All applications for permits in a Resource Protection District or a non-conforming structure** shall be accompanied by proof that all of the owners of abutting land have been notified of the nature of the application including the general description and proposed location of the structure or activity as appropriate. The Planning Board shall not act on the application for a permit prior to 14 days after the date of notification to all abutters.
- p. Compliance with Other Applicable Local Ordinances:**
All applications for newly constructed, placed, relocated, or expanded structures shall include evidence of compliance with all other Town ordinances, including but not limited to the Minimum Lot Size Ordinance and Flood-plain Management Ordinance.

10. Appeals to Board of Appeals:

- a. Variance Appeals:** A variance is authorized only for setbacks. The Board of Appeals may, upon written application in accordance with the Board of Appeals Ordinance, section VI.B, grant a variance from the strict application of this Ordinance under the following conditions:
 - (1) that the land in question cannot yield a reasonable return unless a variance is granted;
 - (2) that the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood;
 - (3) that the granting of a variance will not alter the essential character of the locality; and
 - (4) that the need is not the result of action taken by the applicant or a prior owner.

The Board of Appeals shall limit any variances granted as strictly as possible in order to ensure conformance with the purposes and provisions of this Ordinance to the greatest extent possible, and in doing so may impose such conditions to a variance as it deems necessary. The party receiving the variance shall comply with any conditions imposed.

- b. Disability Variances:** The Board of Appeals may grant a variance to an owner of a residential dwelling for the purpose of making that dwelling accessible to a person with a disability who resides in or regularly uses the dwelling. The Board of Appeals shall restrict any variance granted under this subsection solely to the installation of equipment or the construction of structures necessary for access to or egress from the dwelling by the person with the disability. The Board of Appeals may impose conditions on the variance, including limiting the variance to the duration of the disability or to the time that the person with the disability lives in the dwelling. The term “structures necessary for access to or egress from the dwelling” shall include railings, walls, or roof systems necessary for the safety or effectiveness of the structure.
- c. Administrative Appeals:** The Board of Appeals may, upon written application of an aggrieved party and after public notice, hear appeals from the decision of the Planning Board or Code Enforcement Officer to grant or deny an application pursuant to this Ordinance. Appeals shall follow the deadlines and process set forth in the Board of Appeals ordinance, with the deadline to run from the written decision subject to the appeal.

Appeals of decisions by the Code Enforcement Officer shall be reviewed by the Board of Appeals on a de novo basis and the Board of Appeals may consider any evidence produced by the appellant or Code Enforcement Officer whether or not it was available to the Code Enforcement Officer at the time of the decision in question.

Appeals of decisions by the Planning Board shall be reviewed by the Board of Appeals on an appellate basis, and the review shall be limited to the record before the Planning Board at the time of the decision in question.

- d. Reconsideration:** In accordance with 30-A MRSA § 2691.3.F, the Board of Appeals may reconsider any decision within 45 days of its prior decision. A request to the Board to reconsider a decision must be filed within 10 days of the decision that is being reconsidered. A vote to reconsider and action taken on that reconsideration must occur and be completed within 45 days of the date of the vote on the original decision. Reconsideration of a decision shall require a positive vote of the majority of the Board members originally voting on the decision, and proper notification to the landowner, petitioner, Planning Board, Code Enforcement Officer, and other parties of interest, including abutters and those who testified at the original hearing(s). The Board may conduct additional hearings and receive additional evidence and testimony. Appeal of a reconsidered decision to Superior Court must be made within 15 days after the decision on reconsideration.

- e. **Appeal to Superior Court:** An appeal may be taken within forty-five days after any decision is rendered by the Board of Appeals by any party to Superior Court in accordance with State law.

- 11. Enforcement:** This Ordinance shall be enforced by the Code Enforcement Officer. The Selectmen may take such actions as are necessary and proper to restrain, correct, remove, or punish violations of this Ordinance in accordance with 30A MRSA § 4452.
- 12. Conflict with Other Ordinances:** Where a conflict exists between this Ordinance and other ordinances, laws, or regulations, the more strict provision shall apply.
- 13. Validity and Severability:** Should any section or provision of this Ordinance be declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.
- 14. Definitions:**

Abandoned: a building that is vacant or unoccupied and deemed to be structurally unsafe, or 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 improper maintenance, dilapidation or obsolescence, or is otherwise dangerous to life or property for one or more years.

Accessory Dwelling Unit (ADU): a self-contained dwelling unit located within, attached to or detached from a single-family ~~or a multi-unit residential structure~~ dwelling unit located on the same parcel of land.

Aggrieved Party: An owner whose land is directly or indirectly affected by the granting or denial of a permit or variance under this Ordinance, an Owner whose land abuts land for which a permit or variance has been granted, or a group of five or more citizens of the municipality who have suffered a particularized injury as a result of the granting or denial of such permit or variance.

Accessory Structure: A structure of a nature customarily incidental to or subordinate to that of the principal structure or the primary use to which the premises are devoted that is not a dwelling unit. Examples of accessory structures include, but are not limited to, garages, sheds, bunkhouses, ~~dormitories~~, greenhouses, ~~non-commercial~~ workshops, a free standing residential solar energy system, etc.

Bedroom: A room will be counted as a bedroom for the purpose of sizing of disposal fields and septic tanks, as required by the Maine Subsurface Wastewater Disposal Rules, if it has a minimum floor area of 100 square feet with a minimum dimension between opposite walls of at least eight feet; meets the minimum requirements of the Maine Uniform Building and Energy Code for ceiling height, natural light, ventilation, access, egress, and has a total closet width of at least four feet and/or a bathroom accessible directly from the bedroom with a tub or shower.

Bunkhouse: A detached bedroom having no plumbing; accessory to a single-family dwelling for the temporary accommodation of guests of the property owner while the owner is an occupant of the principal dwelling.

Campground - any area or tract of land to accommodate one or more parties in temporary living quarters, including, but not limited to, tents, recreational vehicles, or other shelters.

Center Line of a Road: A point, measured horizontally, midway between the extreme outside edges of a public right-of-way, or of the land held in government ownership, if the road is a public road; or, if the road is not a public road, a point, measured horizontally, midway between the extreme outside edges of the travel surface of soil, gravel, asphalt, or other surface material.

Commercial use - The use of lands, buildings, or structures, other than a "home occupation," defined below, the intent and result of which is the production of income from the buying and selling of goods and/or services, exclusive of the rental of residential buildings and/or dwelling units.

Cupola/Widow's Walk: A non-inhabitable building feature mounted on a building roof for observation purposes that does not extend beyond the exterior walls of the existing structure, has a floor area of 53 square feet or less, and does not increase the height of the existing structure by more than 7 feet.

Dormitory: A structure used as living quarters (without kitchen facilities) for students, faculty and/or staff as an accessory use to an educational institution. Dormitories are not considered dwelling units for the purpose of this Ordinance.

Dwelling Unit: A room or group of rooms equipped for use as permanent, seasonal, or temporary living quarters containing cooking, sleeping, and toilet facilities. This definition includes single family and multifamily housing, mobile homes, condominiums, apartments, time-share units, and rental units, regardless of the time period rented. Recreational vehicles are not residential dwelling units.

Free Standing Solar Energy System: a solar energy system that is structurally mounted to the ground and that principally generates electrical energy used by one or more residential, agricultural or business uses on the property on which the system is located, even if a portion of the energy from the system is sold or distributed to the grid.

Floor Area: The sum of the horizontal area of the floor(s) of a structure enclosed by exterior walls, plus the horizontal area of any unenclosed portions of a structure such as porches, decks and docks. Floor area with a ceiling height of six feet or less shall be excluded from this calculation.

Grandfathering: Permitting a use or condition to continue because it existed prior to the adoption of regulations or ordinances limiting or precluding such use or condition.

Grandfathering for a structure or use would expire one year after the structure or use ceased to exist or function as originally intended or is abandoned.

Home occupation: An occupation or profession which is customarily conducted on or in a residential structure or property and which (1) is clearly incidental to and compatible with the residential use of the property and surrounding residential uses; and (2) employs only family members residing in the home.

Hoop Garage: A ribbed structure usually made of metal, covered with cloth, canvas or plastic for the storage of vehicles, boats and other goods.

Lot: A parcel of land described on a deed, plot plan, or similar legal document which document has been legally recorded in the Sagadahoc County Registry of Deeds.

Non-conforming structure: a structure which does not meet one or more of the dimensional requirements: setback or height, but which is allowed solely because it was in lawful existence at the effective date of this Ordinance, that is, was grandfathered.

Principal Structure: **A building or structure constructed on a lot in which the main or primary use of the premise is conducted.** ~~A structure other than one that is used for purposes wholly incidental or accessory to the use of another structure or use on the same lot.~~

Road: A route or track consisting of a bed of exposed mineral soil, gravel, asphalt, or other surfacing material constructed for or created by the repeated passage of motorized vehicles.

Recreational vehicle: a vehicle or an attachment to a vehicle designed to be towed and designed for temporary sleeping or living quarters for one or more persons, and which may include a pick-up camper, travel trailer, tent trailer, camp trailer, park model, and motor home. In order to be considered as a vehicle and not as a structure, the unit must remain with its tires on the ground.

Secondary Dwelling Unit (SDU): **A dwelling unit other than an ADU, or a tiny home that is placed on a lot already containing a dwelling unit..**

Setback from a Lot Line: The minimum distance between a property line and the nearest part of a structure.

Setback from the Center Line of a Road: The minimum horizontal distance from the center line of a road to the nearest part of a structure.

Solar Farm: an installation or area of land on which solar panels are placed solely to generate electricity to feed power into an electrical grid or other commercial purpose. A solar farm shall not include a free-standing solar energy system.

Storage Containers: A removable prefabricated structure, sometimes with axles, for the storage of goods.

Structure: Anything built on land for the support, shelter, or enclosure of persons, animals, goods, or property of any kind, together with anything constructed or erected with a fixed location on or in the ground, exclusive of fences, steps, stairs, or wheelchair ramps used exclusively to gain access to a building doorway. Also excluded, poles, wiring, and other aerial equipment normally associated with service drops as well as guying and guy anchors. The term includes structures temporarily or permanently located, such as decks and patios, antenna towers, and small wind-powered energy systems.

Temporary: lasting for up to seven continuous months.

Tiny Home: a living space permanently constructed on a frame or chassis and designed for use as permanent living quarters. A "tiny home" does not include a trailer, semitrailer, camp trailer, recreational vehicle or manufactured housing.

Undeveloped lot: a lot that has no structure(s) greater than 100 square feet, septic, well or electrical service on it.

- 15. Effective Date:** This Ordinance was adopted 20 June 1987, with an effective date of 20 August 1987. Changes included herein become effective when adopted by Town Meeting.