

TOWN OF BRIDGTON

MEMO

TO: Robert A. Peabody, Jr., Town Manager
Board of Selectmen
FROM: Laurie L. Chadbourne, Town Clerk
CC: Linda Lacroix, Community Development Director
DATE: December 11, 2020
RE: Special Town Meeting Timeline

To follow is a proposed timeline for conducting a Special Town Meeting on the Tax Increment Financing District (Woodlands Memory Care of Bridgton).

Tuesday, January 26 th	Orders by Board of Selectmen for Placement of Referendum Questions on Ballot (last meeting prior to 60-day deadline) Approve/Sign Special Town Meeting Warrant	MRS 30-A § 2528.5
Sunday, February 28 th Monday, March 1 st	Absentee Ballots Available at Town Clerk's Office	MRS 21-A § 752 MRS 21-A § 6
Tuesday, March 9 th	Board to Conduct Public Hearing on Referendum Questions	MRS 30-A § 2528.5
Tuesday, March 30 th Polls Open 8AM-8PM	Special Town Meeting [Election/Town Referendum] @ Bridgton Town Hall; 26 North High Street	MRS 30-A § 2525

The cost to conduct a special election is estimated at \$2,500+/-.

DRAFT DOCUMENTS
(as of 1/20/2021; rev. 2/26/2021; technical changes 3/1/2021)

**ECONOMIC DEVELOPMENT
BRIDGTON, MAINE**

An Application for a Municipal Development and Tax Increment Financing District

**WOODLANDS SENIOR LIVING
MUNICIPAL DEVELOPMENT AND
TAX INCREMENT FINANCING DISTRICT**

Presented to:
BRIDGTON TOWN MEETING
Public Hearing Date: March 9, 2021

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I. Introduction

A. The Site and Development Project

The Town seeks to establish a tax increment financing (“TIF”) district in order to facilitate and promote the development of a senior memory care facility on North High Street. The development and the TIF district also present opportunities for the Town to invest in its own economic development projects and activities described more fully herein.

The Town proposes to enter into a credit enhancement agreement with the developer of the project to be located in the District (the “Developer”). The development project will include a proposed 24,000 square foot memory care facility serving approximately 48 residents.

B. Establishment of the Development Project

The Town hereby establishes the “**Woodlands Senior Living Municipal Development and Tax Increment Financing District**” (the “District”). The District will exist for a total of twenty (20) years beginning on July 1, 2022 and is more fully described below in this Development Program. The District is depicted on the maps attached as Exhibits C and D. The Town plans to capture one hundred percent (100%) of the increased assessed value of taxable real property located within the District for twenty (20) years and will use the property taxes paid on such captured value (the “TIF Revenues”), not otherwise obligated under the credit enhancement agreement described below, to fund the projects described in detail in Table 1 herein.

C. Advantages of TIF District

In designating the District and adopting this Development Program, the Town can accomplish the following goals:

- Maintain existing tax revenues;
- Realize new tax revenues generated by new development within the District;
- Improve the health, welfare, and safety of the inhabitants of the Town;
- Create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the region and the State of Maine.

In addition, by creating the District, the Town will “shelter” the increase in municipal valuation that development in the District will bring about. This tax shelter will mitigate the impacts that the District’s increased assessed property value would have on the Town’s share of state aid to education, municipal revenue sharing and its county tax assessment. An estimate of the tax shelter benefit is shown as Exhibit F attached hereto.

II. Development Program Narrative

A. The Projects

1. Project Costs

The Town desires to support the costs described below in Table 1 using TIF Revenues.

TABLE 1
Town of Bridgton's Woodlands Senior Living TIF District Project Costs

Project	Cost Estimate	Statutory Cite (Title 30-A M.R.S.)
Projects Within District		
Projects Outside District Related to TIF		
Design and construction of improvements to wastewater treatment systems to increase capacity due to development in the TIF District	\$1,500,000	§ 5225(1)(B)(1)
Projects Throughout Municipality		
Design and construction of economic development programs to improve walkability and accessibility within the Town from the TIF District, along North High Street, to and including the intersection at the Monument., including:		§ 5225(1)(C)(1)
• intersection improvements at the Civil War Monument;	\$750,000	
• sidewalk construction, replacement, repairs, and new streetlights; and	\$250,000	
• crosswalk signals, and signage enhancements.	\$100,000	
Costs of improvements and maintenance of the Town's exterior playground at the Recreation Center to improve quality child care facilities.	\$50,000	§ 5225(1)(C)(5)
Total Estimated Project Costs:	\$2,650,000	
[add note if any listed public project costs are common to existing Town TIFs]		

2. Credit Enhancement Agreement with Developer

In designating the District, the Town will also be authorizing a credit enhancement agreement with the Developer. Such credit enhancement agreement (CEA) will provide for a 20-year CEA term during which eighty-five percent (85%) of the TIF Revenues generated by the captured assessed value from the District will be paid to the Developer during CEA years 1-10, and twenty-five percent (25%) of the TIF Revenues generated by the captured assessed value from the District will be paid to the Developer during CEA years 11-20.

B. The Development District

1. Physical Description

The proposed District will encompass a 20.94-acre area comprised of parcels known on Town tax maps as Map 14, Lots 80 and 80A. Maps of the proposed District are presented in Exhibits C and D.

2. Statutory Requirements and Thresholds

The Statutory Requirements and Thresholds form addressing the acreage and valuation conditions for approval mandated by 30-A M.R.S.A. § 5223(3) is set forth in Exhibit A.

3. Duration of the Program

The District and will begin July 1, 2022 and will continue for a total of twenty (20) years, terminating on June 30, 2042.

4. Certification of Original Assessed Value

The Original Assessed Value of the District was \$198,529 as of March 31, 2020 (April 1, 2019). This assessed value is wholly attributable to taxable real property value. The Assessor's Certificate of Original Assessed Value is included as Exhibit B.

C. The Development Program

Under this Development Program, the Town will capture one hundred percent (100%) of the increased assessed taxable real property value of the District and retain the tax revenues generated by the captured assessed taxable real property value for designated economic development purposes for twenty (20) years.

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. Subsequent to a public hearing and town meeting secret ballot referendum vote, adoption of this Development Program will be effective upon approval by DECD.

D. Improvements to the Public Infrastructure

Please refer to Table 1 for the various public infrastructure improvements that TIF Revenues will support.

E. Operational Components

1. Commercial Improvements Financed Through Development Program

Please refer to Table 1. The Town will enter into a credit enhancement agreement with the Developer to support commercial improvements in the District.

2. Relocation of Displaced Persons.

Not applicable.

3. Transportation Improvements

Please refer to Table 1.

4. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state and local environmental laws, regulations and ordinances and will comply with all applicable land use requirements for the Town.

5. Plan of Operation

During the term of the District, the Town Manager or his designee will be responsible for all administrative matters within the purview of the Town concerning the implementation and operation of the District.

III. Financial Plan

The District will encompass a total of 20.94 acres of property. The Original Assessed Value of the District was **\$198,529** as of March 31, 2020 (April 1, 2019). The Town will capture one hundred percent (100%) of the increased assessed value for the 20-year term of the District. The TIF Revenues so collected will fund and/or contribute to the funding of the approved municipal projects, including each of the projects described on Table 1 hereof, and will provide funding for the credit enhancement agreement so authorized herein, which collectively will improve the Town's economy and increase the Town's ability to stand out in a competitive marketplace as a dynamic place in which to run a business. All taxable real property value captured in the District will be added to the general tax rolls at the end of the TIF term.

Upon each payment of property taxes by the future property taxpayers in the District, the Town will deposit into a development program fund (the "Development Program Fund") the entirety of the property tax payments constituting TIF Revenues. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund consists of two segregated accounts, a sinking fund account ("Sinking Fund Account") and a project cost account (the "Project Cost Account"). The Town will deposit the TIF Revenues necessary to pay debt service on any bonds

issued to pay for District improvements, if any, into the Sinking Fund Account. The money in this account is pledged to and charged with the payment of interest and principal on municipal indebtedness related to the improvements in the District. The Town will deposit any additional TIF Revenues into (a) a subaccount or subaccounts of the Project Cost Account to be used for credit enhancement payments, if any, and/or (b) to a subaccount of the Project Cost Account for other approved municipal projects outlined in this Development Program and not financed with Town indebtedness.

A. Increased Assessed Values & Tax Shifts

Estimates of the increased assessed value of the District property and the anticipated TIF Revenues generated by the District are shown in Exhibit E and the estimated tax shifts are shown in Exhibit F.

B. Sources of Revenues

It is anticipated that all private improvements located within the District will be funded through private sources.

C. Public Indebtedness

The Town anticipates potentially funding some of the public infrastructure costs through public indebtedness. The Town reserves the right to incur bonded indebtedness for approved projects in the future, provided that the timing and funding of any bonded projects complies with all statutory requirements for paying bonded indebtedness with TIF Revenues.

D. Original Assessed Value

Certification by the Town's Tax Assessor of the original assessed value of the District is set forth in Exhibit B.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit G is a copy of the Notice of Public Hearing regarding the establishment of the District and adoption of this Development Program for the District, published in the Bridgton News and the Portland Press Herald, each a newspaper of general circulation in the Town on a date at least ten (10) days prior to the public hearing. The public hearing on the District designation and Development Program, was held on March 9, 2021, in accordance with the requirements of 30-A M.R.S.A. § 5226(1).

B. Minutes of Public Hearing Held by Board of Selectmen

Attached as Exhibit H is a certified copy of the minutes of the public hearing held on March 9, 2021, at which time the proposed District, Development Program and Credit Enhancement Agreement were discussed by the public.

C. Authorizing Votes

Attached as Exhibit I are copies of the Town of Bridgton warrant for town meeting, return of posting of the warrant, sample referendum ballot, and certified voting results for the referendum designating the District and adopting this Development Program and authorizing the execution of a credit enhancement agreement and associated agreement regarding property tax, which question was adopted by the town meeting at a duly called secret ballot referendum election on March 30, 2021. The Town Manager is thereby authorized and directed, on behalf of the Town to execute and submit to the Commissioner of the Maine Department of Economic and Community Development ("DECD") such applications and further documentation as may be necessary or appropriate for any necessary final approval of this District and Development Program; and the Town Manager is thereby authorized and empowered, at his or her discretion, from time to time, to make such technical revisions to the District or the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District and the Development Program for the District by the Commissioner of DECD, so long as such revisions are not inconsistent with the Development Program as adopted or the basic structure and intent of the District.

EXHIBIT A

STATUTORY REQUIREMENTS AND THRESHOLDS
Woodlands Senior Living TIF District & Development Program

SECTION A. Acreage Caps		
1. Total municipal acreage;	41,113.6	
2. Acreage of proposed Municipal TIF District;	20.94	
3. Downtown-designation ¹ acres in proposed Municipal TIF District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2% limit;	20.94	
6. Percentage [=A5+A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	0.05%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ (Existing includes 7.07 ac of new AH-TIF.)	Existing	555.77
	Proposed	20.94
	Total:	576.71
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts;	0	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts;	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above;	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	576.71	
13. Percentage of total acreage [=A12+A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	1.4%	
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acre+A2]
a. A blighted area;	0	0%
b. In need of rehabilitation, redevelopment or conservation;	0	0%
c. Suitable for commercial or arts district uses.		100%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		100%

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT A

STATUTORY REQUIREMENTS AND THRESHOLDS
Woodlands Senior Living TIF District & Development Program

SECTION B. Valuation Cap		
1. Total TAXABLE municipal valuation—use most recent April 1;	\$1,012,951,246	
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	\$198,529	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts:	Existing	\$42,825,540
	Proposed	\$198,529
	Total:	\$43,024,069
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	0	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	0	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:	0	
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-1 (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:	0	
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$43,024,069	
10. Percentage of total taxable OAV [=B9+B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	4%	

COMPLETED BY	
NAME:	Linda LaCroix
DATE:	January 20, 2021

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

EXHIBIT B
ASSESSORS' CERTIFICATE OF ORIGINAL ASSESSED VALUE
TOWN OF BRIDGTON
WOODLANDS SENIOR LIVING MUNICIPAL DEVELOPMENT
AND TAX INCREMENT FINANCING DISTRICT

The undersigned assessors of the Town of Bridgton, Maine, do hereby certify pursuant to the provisions of Title 30-A M.R.S. Section 5227 that the Original Assessed Value of the taxable real property within the boundaries of Municipal Development and Tax Increment Financing District Woodlands Memory Care of Bridgton, as described in the Development Program for the District, was \$198,529 as of March 31, 2020 (which was the March 31st of the tax year preceding the year in which the District was designated) (April 1, 2020), as more particularly set forth below.

Map/Lot	Acreage	Original Assessed Value
14-0-80A-0	19.28	38,388
14-0-80-0	1.66	160,141
Totals	20.94	198,529

IN WITNESS WHEREOF this Certificate has been executed as of this ____ day of _____ 2021.

Municipal Assessors

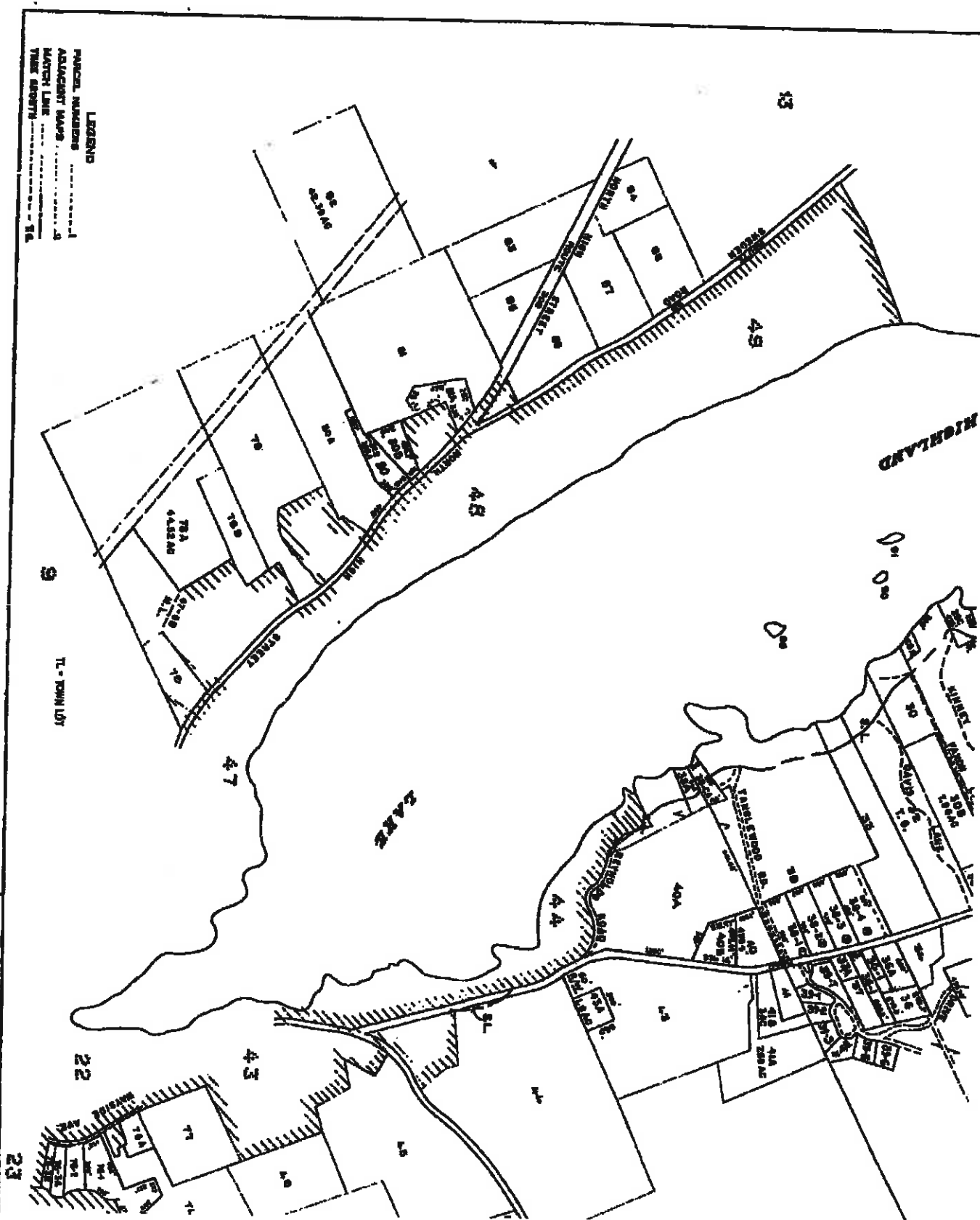
LEGEND

PACEL MARKING 1

ADJACENT MAPS 2

MATCH LINE 3

THIS SHEET 4



ArcGIS Web Map

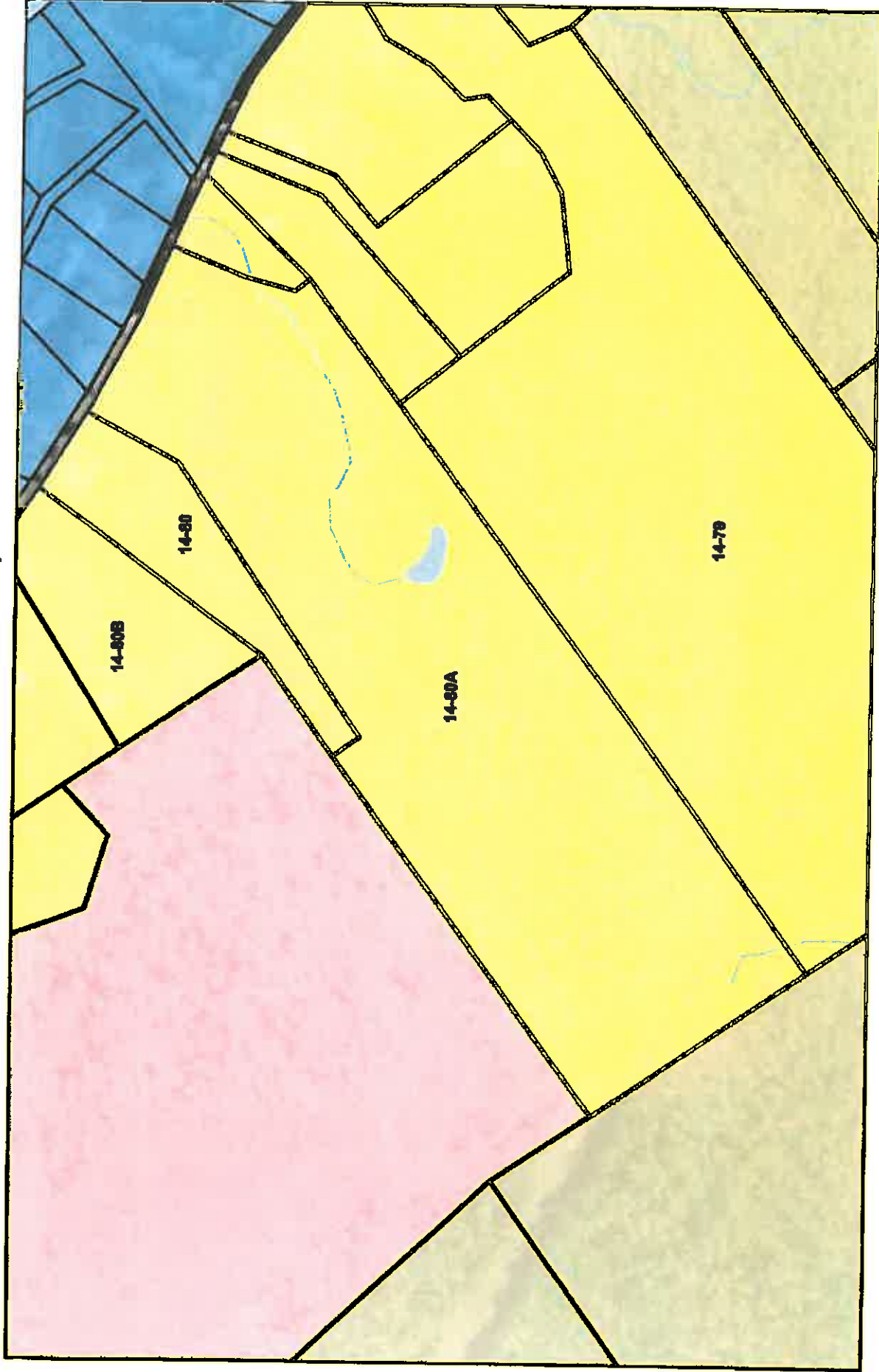


EXHIBIT D - TIF District comprises 14-80 and 14-80A

1/19/2021, 11:20:21 AM

Parcel (Reference)

Streams (Reference)

Waterbodies (Reference)

Town Boundary (Reference)

Zoning (Reference)

Downtown Village Neighborhood District

Mixed Use Corridor District

Lakeside Neighborhood District

Rural Neighborhood District

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

1:4,514

USDA FSA, GeoEye, Mapbox

Exhibit E | Captured Assessed Value & TIF Revenue Projections
Woodland Senior Living Bridgton TIF District

Fiscal Year	TIF Year	Projected Increased Assessed Value	Captured Increased Assessed Value	Percent Value Captured in TIF	Estimated Assessment Ratio	TIF District Projected Captured Assessed Value	Projected Mill Rate (FY2021: 14.95)	Projected Total TIF Revenue	Company Percentage TIF Revenue	Town Percentage TIF Revenue
2022-2023	1	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2023-2024	2	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2024-2025	3	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2025-2026	4	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2026-2027	5	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2027-2028	6	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2028-2029	7	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2029-2030	8	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2030-2031	9	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2031-2032	10	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$76,245	\$13,455
2032-2033	11	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2033-2034	12	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2034-2035	13	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2035-2036	14	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2036-2037	15	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2037-2038	16	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2038-2039	17	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2039-2040	18	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2040-2041	19	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
2041-2042	20	\$6,000,000	\$6,000,000	100%	100%	\$6,000,000	14.95	\$89,700	\$22,425	\$67,275
20-year total:								\$1,794,000	\$986,700	\$807,300
20-year average:								\$89,700	\$49,335	\$40,365

Assumptions:

1. Projections show anticipated increased assessed values, captured assessed values, and TIF revenues.
2. Assumes a 20-year district term.
3. Projections assume a flat mill rate of 14.95.
4. Assumes 100% of the increased assessed value is captured in the District; Years 1-10 Company to receive 85% of TIF Revenue; Years 11-20 Company to receive 25% of the TIF Revenue.
5. Projections are much less likely to be accurate farther into the future and are for demonstrative purposes only.

Exhibit F | Tax Shift Benefits
Woodland Senior Living Bridgton TIF District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Additional Local Education	Total Tax Benefit
2022-2023	1	-	-	-	-	\$0
2023-2024	2	-	-	-	-	\$0
2024-2025	3	-	\$4,006	\$3,073	-	\$7,078
2025-2026	4	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2026-2027	5	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2027-2028	6	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2028-2029	7	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2029-2030	8	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2030-2031	9	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2031-2032	10	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2032-2033	11	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2033-2034	12	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2034-2035	13	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2035-2036	14	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2036-2037	15	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2037-2038	16	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2038-2039	17	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2039-2040	18	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2040-2041	19	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2041-2042	20	\$0	\$4,006	\$3,073	\$11,147	\$18,226
2042-2043		\$0	\$4,006	\$3,073	\$11,147	\$18,226
2043-2044		\$0	\$4,006	\$3,073	\$11,147	\$18,226
2044-2045		\$0	-	-	\$11,147	\$11,147
Totals:		\$0	\$80,111	\$61,457	\$222,945	\$364,512
Averages:		\$0	\$4,006	\$3,073	\$11,147	\$15,848

Assumptions:

1. Data sources include the 2021 mil rate from the Town Assessor, Cumberland County Commissioner's Draft FY 2020-2021 Tax Assessment, the State Treasurer's Office Municipal Revenue Sharing projections for FY2021 (07/01/2020 - 06/30/2021 Published 08/03/2020), the Maine Department of Education 11/16/20 2020-2021 ED 279 form for RSU 61/MSAD 61, and EF-M-46 for RSU 61/MSAD 61. Due to the Town's minimum receiver status for purposes of education aid, there is no tax shift shown under current assumptions for aid to education.
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the Town is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mil rate is reduced by the influx of new value in the Town. This analysis factors in tax shift impacts resulting from the project's new assessed value

**NOTICE OF PUBLIC HEARING
Town of Bridgton, Maine**

regarding

The Designation of a Municipal Development and Tax Increment Financing District to Be Known As “Woodlands Senior Living Municipal Development and Tax Increment Financing District” And the Adoption of a Development Program, therefore:

Notice is hereby given that the Town of Bridgton will hold a public hearing at its Board of Selectmen Meeting on Tuesday, March 9, 2021 at 6:00 p.m. via REMOTE HEARING described below. The purpose of the public hearing is to receive public comments on the proposed tax increment financing (“TIF”) district and development program pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The Town invites public comments on the designation of a new TIF district called the “Woodlands Senior Living Municipal Development and Tax Increment Financing District,” located at North High Street and identified on the Town tax maps as Map 14, Lots 80 and 80A, and the adoption of a development program therefor. Such development program will include authorizing a credit enhancement agreement with the developer of the Woodlands Senior Living facility.

A copy of the proposed development program and the credit enhancement agreement are on file with the Town Office and available during normal business hours of 8:00 am – 4:00 pm, they can also be found at [insert website] or one can call 207-647-8786 during normal business hours to request that a copy be mailed to you. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearings and written comments should be submitted to Laurie Chadbourne at lchadbourne@bridgtonmaine.org or Linda LaCroix at llacroix@bridgtonmaine.org. Written comments will be accepted until Tuesday, March 9, 2021.

The Bridgton Board of Selectmen will hold this public hearing remotely using Zoom or GoToMeeting. Virtual public proceedings are authorized by emergency legislation, PL 2019 ch. 617 § G-1; 1 M.R.S. §403-A, enacted March 18, 2020. Allow your computer to install the free Zoom or GoToMeeting app to get the best meeting experience. To access the public hearings, please use the following link: <https://www.gotomeet.me/BridgtonMaine/bos>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 189-387-141

EXHIBIT G

[Insert copy of newspaper notice of public hearing]

EXHIBIT H

Minutes of Public Hearing

[Insert attested minutes of public hearing]

EXHIBIT I

Record of District Designation and Development Program Adoption

Insert: **Attested copy of referendum warrant**
 Return of Posting
 Sample Ballot
 Certified voting results

CREDIT ENHANCEMENT AGREEMENT

Between

THE TOWN OF BRIDGTON, MAINE

and

WOODLANDS SENIOR LIVING OF BRIDGTON, LLC

DATED:

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 20____ between the Town of Bridgton, Maine (the "Town"), a municipal corporation and political subdivision of the State of Maine, and Woodlands Senior Living (entity name) ("Developer"), a Maine limited liability company.

WITNESSETH THAT

WHEREAS, the Town designated the Woodlands Senior Living Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Meeting at a referendum secret ballot vote held on March 30, 2021 (the "Vote") and pursuant to the same Vote adopted a development program for the District (the "Development Program"); and

WHEREAS, the Town received the approval of the District and the Development Program from the Maine Department of Economic and Community Development on _____, 2021; and

WHEREAS, during the Vote, the Town also authorized the execution of a credit enhancement agreement with the Developer as contemplated by the Development Program in the name of and on behalf of the Town; and

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

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

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" of "Credit Enhancement Agreement" shall mean this Credit Enhancement Agreement between the Town and the Developer dated as of the date set forth above, as such may be amended from time to time.

"Town" shall have the meaning given such term in the first paragraph hereto.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

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

“Commissioner” shall mean the Commissioner of the Maine Department of Economic and Community Development.

“Department” shall mean the Maine Department of Economic and Community Development.

“Developer’s Project Cost Subaccount” means the subaccount within the Project Cost Account of the Development Program Fund as described in Articles 2 and 3 herein.

“Developer’s Property” means the taxable real property located in the District and taxable to the Developer and/or its parent or any affiliated entities or any successor or assign of any of the foregoing.

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

“Development Program Fund” means the Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Development Sinking Fund Account and Project Cost Account with subaccounts, which shall include the Developer’s Project Cost Subaccount and the Town’s Project Cost Subaccount.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 20.94 acres of real property.

“Effective Date of the Development Program” means _____, 2021, the date of final approval of the Development Program by the Commissioner pursuant to the Act.

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

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the Town may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Project” means the senior living memory care facility being undertaken by the Developer.

“Project Cost Account” means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Developer’s Property located in the District by the Town, or on its behalf.

“Original Assessed Value” means \$189,529, the taxable assessed value of the District as of March 31, 2020 (April 1, 2019).

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the Town in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Values.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town, or are actually paid to the Town with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

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

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

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

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be

solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

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

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the Town shall create and establish a segregated fund in the name of the Town designated as the "Woodlands Senior Living Municipal Development and Tax Increment Financing District Program Fund" (hereinafter the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of a Development Sinking Fund Account that is pledged to and charged with the payment of debt service on indebtedness, if any, issued to fund or refund costs of the Development Program Fund as provided in 20-A M.R.S.A. § 5227(3)(A)(2) and a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall also contain a subaccount designated as the "Developer Project Cost Subaccount," as well as a subaccount for the Town designated as the "Town Project Cost Subaccount." The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below.

Section 2.2. Liens.

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer's Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Commencing with the July 1, 2022-June 30, 2023 Fiscal Year, and continuing for a period of twenty (20) years (the “CEA Years”), the Town shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the CEA Years an amount equal to one hundred percent (100%) of that portion of the property tax payments constituting Tax Increment Revenues. After setting aside amounts, if any, required for the Development Sinking Fund Account, the Town shall then allocate the remaining Tax Increment Revenues so deposited in the Development Program Fund to the Developer’s Project Cost Subaccount and the Town Project Cost Subaccount as follows:

CEA Years	Percentage of Tax Increment Revenues Deposited into the Developer’s Project Cost Subaccount	Percentage of Tax Increment Revenues Deposited into the Town Project Cost Subaccount
CEA Years 1 – 10	85%	15%
CEA Years 11 - 20	25%	75%

(b) Notwithstanding anything to the contrary contained herein, the Town shall have the authority to decide to discontinue all or a portion of the Town Project Cost Subaccount deposits and instead make those deposits to the Town’s general fund without further action or consents required by the Developer.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in Developer’s Project Cost Subaccount shall in all cases be used and applied to fund fully the Town’s payment obligations to the Developer as described in Articles II and III hereof.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into Developer’s Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the Town for the benefit of the Developer.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Payments to the Developer.

(a) The Town agrees to pay the Developer, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the Developer’s Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against either of the Developer’s Property remain unpaid, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Values; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Values, to be applied to

payment in full of the amount to be deposited in the Town Project Cost Subaccount or to the general fund for the year concerned in accordance with Section 2.3; and third, to payment of the Developer's share of the Tax Increment Revenues for the year concerned, to be deposited into the Developer's Project Cost Subaccount. In any case where a portion of the property taxes assessed against the Developer's Property remains unpaid for any reason other than a bona fide valuation dispute, no payment of the Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Developer's Project Cost Subaccount until such property taxes assessed against that Developer's Property are paid in full.

Section 3.2. Failure to Make Payment.

(a) In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Developer's Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit Tax Increment Revenues to the Developer's Project Cost Subaccount and its obligation to make payment out of the Developer's Project Cost Subaccount to the Developer.

(b) Any payment from the Town to the Developer not paid within thirty (30) days following the Tax Payment Date, as specified in Section 3.1 above, shall be subject to payment of interest to the Developer by the Town at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments by the Town shall not limit the Developer's right under section 5.2 below to collect or require immediate payment of past due Town payments.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the addresses specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's use and benefit by check drawn on the Town.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from Tax Increment Revenues pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to the Developer hereunder, whether or not actually deposited into the Developer's Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the Town, the State of Maine, or any other Town or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Developer's Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge Developer Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2. Perfection of Interest.

(a) To the extent reasonably deemed necessary or desirable by the Developer, the Town will at such time and from time to time as reasonably requested by Developer establish the Developer Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by the Developer so as to perfect the Developer's interest therein. The cost of establishing and monitoring such funds (including the cost of counsel to the Town with respect thereto) shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary, the Town shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the Town's responsibility shall be expressly limited to

delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The Town shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the Town shall have no liability for misdelivery of funds if delivered in accordance with the Developer's most recent written designation or written instructions actually received by the Town.

Section 4.3. Further Instruments.

The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the Town with respect thereto) shall be borne exclusively by the Developer.

Section 4.4. No Disposition of the Developer's Project Cost Subaccount.

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Developer's Project Cost Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

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

- (a) Any failure by the Town to pay any amounts due to the Developer when the same shall become due and payable;
- (b) Any failure by the Town to make deposits into the Developer's Project Cost Subaccount as and when due;

(c) Any failure by the Town or a Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or the Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

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

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

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the nondefaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the

parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

This Agreement shall remain in full force from the Effective Date of the Development Program and shall expire upon the termination of the District term unless sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTERESTS

Section 7.1. Consent to Pledge and/or Assignment.

The Town hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for any financing of the Project in the District secured by a mortgage of the Developer's properties within the District, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to either Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The Town agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as either Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein. The respective Developer shall be responsible for the Town's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, the Developer shall not transfer or assign any portion of their rights in, to and under this Agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Severability.

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

Section 8.4. No Personal Liability of Officials of the Town.

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

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official, officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

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

Section 8.6. Governing Law.

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

Section 8.7. Notices.

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

If to the Town:

Town of Bridgton
3 Chase Street, Suite 1
Bridgton, ME 04009
Attention: Town Manager

If to Developer:

Woodlands Senior Living LLC
141 West River Road, Suite 300
Waterville ME 04901
Attention: Lon Walters and Matthew Walters

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

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of the parties hereto. Section 2.3 may be amended by the Town upon approval from the Commissioner without consent from the Developer as long as any change in the percentage of the Increased Assessed Value retained as Captured Assessed Value in the District pursuant to Section 2.3(a) does not affect the amount of Tax Increment Revenues transferred to the Developer's Project Cost Subaccount of the Project Cost Account pursuant to Section 2.3(a). In the unlikely event that the Department or the State of Maine prevents the Town from capturing Increased Assessed Value and/or spending Tax Increment Revenues in a manner consistent with the provisions of this Agreement or the Development Program, to the extent possible the percentages of Property Taxes paid on Increased Assessed Values listed in Section 2.3(a) hereof, and the payment obligations related thereto, shall be reduced on a pro rata basis for the applicable Tax Year.

Section 8.9. Reserved.**Section 8.10. Benefit of Assignees or Pledgees.**

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

Section 8.11. Integration.

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

Section 8.12. Reserved.**Section 8.13. Dispute Resolution.**

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. [SHOULD THERE BE A PROVISION FOR NONBINDING MEDIATION BEFORE ARBITRATION?] If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Bridgton, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. In the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, each party shall appoint a neutral and the selected neutral shall be charged with selecting an arbitrator. Provided however, that in the event the selection of an arbitrator by the parties and through a neutral fails, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the Town's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by the Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the Developer's Property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and the

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

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

WITNESS:

TOWN OF BRIDGTON

By: _____

Name:

Its Town Manager, Duly Authorized

WITNESS:

WOODLANDS SENIOR LIVING

BY:

By: _____

Name:

Findings

Relating to the Woodlands Senior Living Municipal Development and Tax Increment Financing District and Development Program

WHEREAS, the Town of Bridgton (the "Town") is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the Town of Bridgton as the Woodlands Senior Living Municipal Development and Tax Increment Financing District (the "District") and to adopt a Development Program for the District (the "Development Program"); and

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

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

WHEREAS, the Town shall vote whether to designate a municipal tax increment financing district to be known as the Municipal Development and Tax Increment Financing District, and to adopt a Development Program for the District; and

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

NOW, THEREFORE:

Section 1. The Town hereby finds and determines the following, demonstrating the District's compliance with State statute:

- a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for commercial uses; and
- b. The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all existing and proposed development districts within the Town (including the District) does not exceed five percent (5%) of the total acreage of the Town; and

- c. The original assessed value of all existing and proposed tax increment financing districts (including the District) does not exceed five percent (5%) of the total value of equalized taxable property within the Town as of April 1, 2020; and
- d. The designation of the District and pursuit of the Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The Town has considered all evidence, if any, presented to it at the required public hearing with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and the Development Program.

Section 2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby designates the Municipal Development and Tax Increment Financing District designated and described more particularly set forth in the "Municipal Development and Tax Increment Financing District Development Program" presented to Town Meeting in the form attached hereto and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. Section 5227, the percentage of captured assessed value to be retained in accordance with the Development Program is to be established as set forth in the Development Program.

Section 4. The Board of Selectmen or its duly-appointed representative, be and hereby is authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. Section 5226.

Section 5. The Board of Selectmen or its duly-appointed representative, be and hereby is authorized and empowered, to make such revisions to the Development Program for the District as the Board of Selectmen, or its duly appointed representative, deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these articles or the basic structure and intent of the Development Program.

Section 6. The Board of Selectmen, in the name and on behalf of the Town, is hereby authorized to enter into the Credit Enhancement Agreement, if any, with the business entity located within the boundaries of the District, to contain such terms and provisions not inconsistent with the Development Program.

Section 7. The foregoing designation of the District and the adoption of the Development Program for the District shall automatically become final and shall take full force and effect

upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by the State of Maine Department of Economic and Community Development, without requirement of further action by the Town, the Board of Selectmen or any other party.

**Town of Bridgton
SPECIAL TOWN MEETING
Tuesday, March 30, 2021**

State of Maine

County of Cumberland, ss

TO: Phillip A. Jones, a resident of the Town of Bridgton.

Greetings: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Bridgton in said County and State, qualified by law to vote in town affairs to meet at the Town Hall located on North High Street in said Town on Tuesday, the 30th day of March at 8:00 o'clock in the forenoon to 8:00 o'clock in the evening to vote on Article 1 through Article 3 [A person who is not registered as a voter may not vote at the Town Election].

Article 1. To elect a Moderator to preside at said meeting and to vote by written ballot.






Article 2. Question 1. Shall the voters of the Town of Bridgton, Maine designate a municipal tax increment financing district to be known as the Woodlands Senior Living Municipal Development and Tax Increment Financing District and adopt the Development Program for the District?


Article 3. Question 2. Shall the Town vote to rezone 2 Cottage street known as Map 23 lot 0148 from the Downtown Village Neighborhood district to the Downtown Village Business I district by enacting an ordinance entitled, "Amendment to Town of Bridgton Official Zoning Maps to Rezone a Parcel of Land Located at 2 Cottage Street"?

(Note: A "Yes" vote on Question 2 will enact the ordinance entitled, "Amendment to Town of Bridgton Official Zoning Maps to Rezone a Parcel of Land Located at 2 Cottage Street," changing that lot from the Downtown Village Neighborhood district to the Downtown Village Business I district. Copies of the text of the ordinance are available from the Town Clerk.)

Given under our hands on this 9th day of February 2021.

Municipal Officers/Board of Selectmen:

	/ Liston E. Eastman
	/ Glenn R. Zaidman
	/ Carmen E. Lone
	/ Paul A. Tworog
	/ George Frederick Packard

A true copy of the warrant,
Attest: 
Laurie L. Chadbourne, Town Clerk

RETURN ON THE WARRANT

Bridgton, Maine

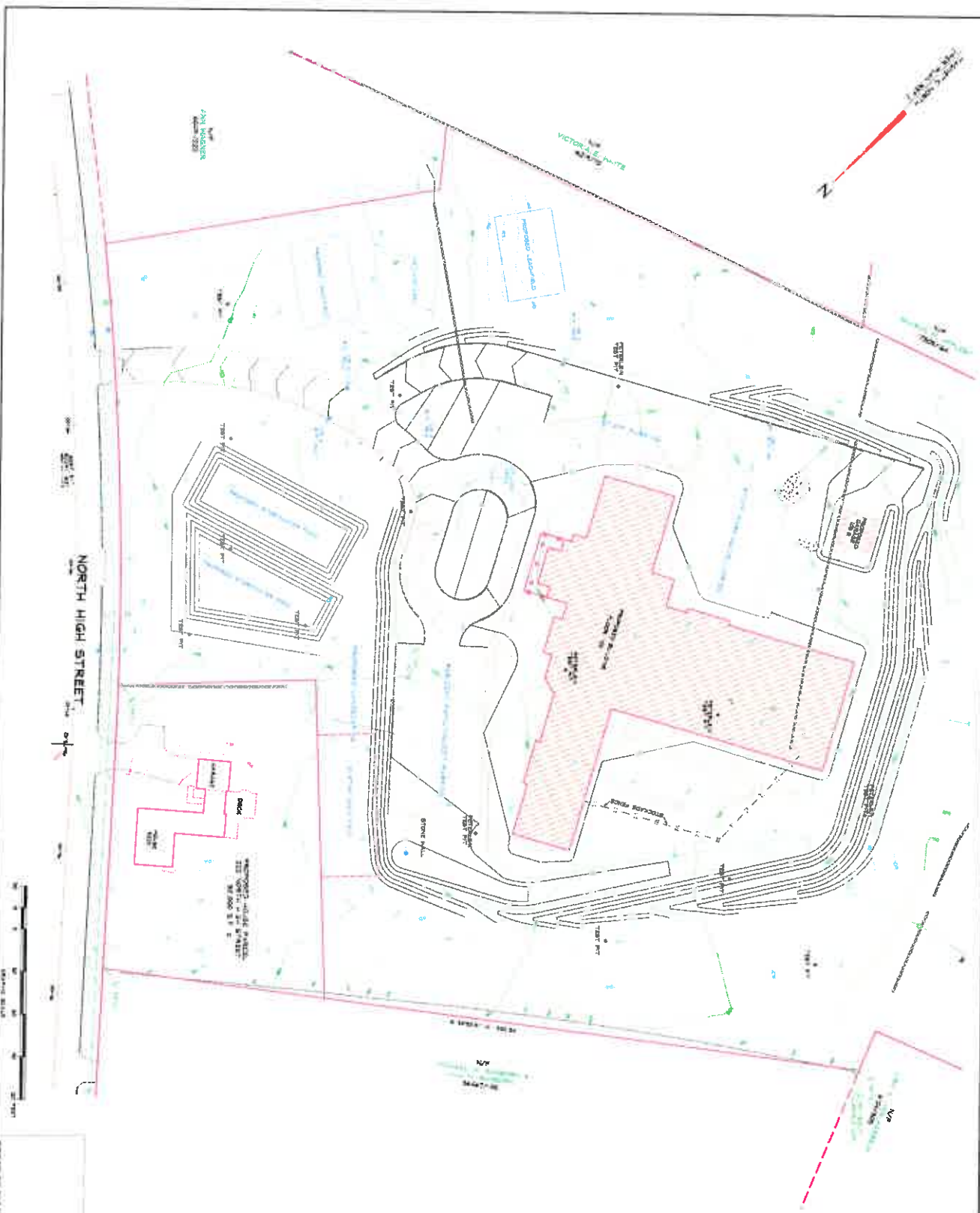
February 24, 2021

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of the Town of Bridgton, qualified as herein expressed, to meet at said time and place, and for the purposes therein named, by posting an attested copy of said warrant at the Bridgton Town Office located at 3 Chase Street, at the Bridgton Town Hall located at 26 North High Street and at www.bridgtonmaine.org, all being public and conspicuous places in said town, on the 24th day of February, 2021 which is at least seven days before the meeting.



Phillip A. Jones

Resident of the Town of Bridgton



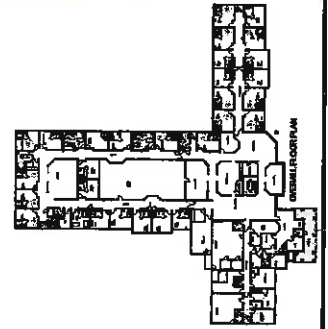
	
THE TRUSTEES OF THE WOODLANDS SENIOR LIVING OF BRIDGTON 100 WOODLANDS SENIOR LIVING OF BRIDGTON BRIDGTON, MAINE 04005	
PROJECT NAME: SITE PLAN PROJECT NO.: 100-00-0000 PROJECT DATE: 10/1/10	DRAWN BY: [blank] CHECKED BY: [blank] DATE: [blank]

WOODLANDS OF BRIDGTON

LON WALTERS, OWNER



PETER BETHANIS
ARCHITECT



<p>CONSULTANTS</p> <p>1. SITE: LANDSCAPE ARCHITECTS BRIDGTON, MAINE</p> <p>2. MECHANICAL ENGINEERING BRIDGTON, MAINE</p> <p>3. ELECTRICAL ENGINEERING BRIDGTON, MAINE</p> <p>4. STRUCTURAL ENGINEERING BRIDGTON, MAINE</p> <p>5. CIVIL ENGINEERING BRIDGTON, MAINE</p> <p>6. ARCHITECT: PETER BETHANIS ARCHITECT</p>	<p>WOODLANDS OF BRIDGTON</p> <p>WOODLANDS WATERVILLE MAINE</p>
<p>DATE: 11-11-2002</p> <p>DESIGNED BY: P.N.B.</p> <p>CHECKED BY: P.N.B.</p> <p>PROJECT: WOODLANDS OF BRIDGTON</p> <p>SHEET TITLE</p> <p>COVER SHEET</p> <p>A-001</p>	<p>PETER N. BETHANIS ARCHITECT</p> <p>P.O. BOX 283 KENTS HILL, MAINE 04349 207-317-9007 pnbethanis@aol.com</p> <p>ARCHITECT - STATE OF MAINE</p>

TOWN OF BRIDGTON
RECOMMENDED TIMELINE FOR THE 2 COTTAGE STREET ZONING MAP AMENDMENT
FOR ADOPTION AT THE MARCH 30, 2021 SPECIAL TOWN MEETING REFERENDUM
January 26, 2021

	STEPS	PROJECT LEGAL TIMELINE (Land Use Ordinance, Art. V, § 5 30-A M.R.S. § 4352)	SUGGESTED DATES (Based on March 30, 2021 Referendum)
1.	Applicant submits proposed zoning amendment.	None; allow time for other deadlines, below. See LUO Art. V, § 5.B for details on what is needed to accompany the request.	Wednesday, Jan. 20, 2021
2.	Planning Board Work Session.	None; allow time for other deadlines, below. This work session may be used to determine application completeness and schedule a public hearing as required by Step 3, below.	Thursday, Jan. 21, 2021
3.	Planning Board Regular Meeting.	Planning Board ratifies change to the public hearing schedule from February 16 to February 9, 2021.	Tuesday, Feb. 2, 2021
4.	Notice of Planning Board public hearing sent to abutters.	<p>Notice of proposed amendment (including a map showing the area to be rezoned) must be given by first class mail at least 13 days before the public hearing to the last known address of the person to whom property tax on each abutting parcel is assessed; the municipal officers must prepare and file with the Town Clerk a written certificate indicating those persons to whom notice was mailed, at what address, when and by whom it was mailed, and from what location it was mailed. LUO Art. 5, § 5.E.5; 30-A M.R.S. § 4352(9).</p> <p><i>Note: This abutter notice provision is not required by statute and will be proposed to be removed as part of the ordinance consolidation project; I recommend complying with this notice requirement, even though it may not technically apply here.</i></p>	<p><u>No later than</u> Wednesday, Jan. 27, 2021</p> <p>(The applicant will do this)</p>
5.	Notice of Planning Board public hearing posted at Town Office and published twice in newspaper.	Notice of Public Hearing must be posted at least 13 days before the public hearing in the Town Office.	<u>No later than</u> Wednesday, Jan. 27, 2021
6.		First newspaper notice must be published at least 12 days before the public hearing. 30-A M.R.S. § 4352(9)-(10).	<u>No later than</u> Thursday, Jan. 28, 2021
7.		Second newspaper notice must be published at least 7 days before the public hearing. 30-A M.R.S. § 4352(9)-(10).	<u>No later than</u> Tuesday, Feb. 2, 2021
8.	Planning Board holds public hearing.	Within 45 days of Planning Board's application completeness determination; allow time for other deadlines, below. 30-A M.R.S. § 4352(9)-(10).	Tuesday, Feb. 9, 2021 4:00 PM
9.	Planning Board votes to recommend inclusion of the amendment on the warrant.	Following conclusion of the Planning Board's public hearing, the Planning Board must make a recommendation to the Select Board as to whether to include the proposed zoning amendment in the town meeting warrant. LUO Art. 5, § 5.E.7.	Tuesday, Feb. 9, 2021

	STEPS	PROJECT LEGAL TIMELINE (Land Use Ordinance, Art. V, § 5 30-A M.R.S. § 4352)	SUGGESTED DATES (Based on March 30, 2021 Referendum)
10.	Selectboard votes on Planning Board recommendation and orders Town Clerk to place referendum question on the ballot.	<p>After receiving the recommendation from the Planning Board, the Select Board must by a majority vote determine whether to place the proposed zoning amendment on the town meeting warrant. LUO Art. 5, § 5.E.8.</p> <p>Normally, the order to place the referendum question on the ballot must occur at least 60 days before the election. 30-A M.R.S. § 2528(5); <u>however</u>, Executive Order EO 56 FY 19/20, subsection H, suspends and modifies this statutory deadline to 30 days before the election. See also Executive Order EO 8 FY 20/21, which repeals some provisions of EO 56, but not subsection H.</p>	<p>Tuesday, Feb. 9, 2021 6:00 PM</p> <p><u>(No later than Sunday, Feb. 28, 2021)</u></p>
11.	Selectboard finalizes town meeting referendum warrant.	None; allow time for other deadlines, below.	TBD
12.	Notice of Selectboard hearing published.	At least 7 days before the Selectboard public hearing. 30-A M.R.S. § 2528(5).	<u>No later than</u> Tuesday, Mar. 2, 2021
13.	Selectboard holds hearing on referendum questions.	At least 10 days before the election. 30-A M.R.S. § 2528(5). If the Selectboard revises the ordinance after its hearing, the Selectboard will, in most cases, need to call a new hearing on the revised draft.	Tuesday, Mar. 9, 2021
14.	Selectboard certifies copy of zoning map amendment to Town Clerk and posts it as it does the warrant; town meeting warrant posted.	At least 7 days before election. 30-A M.R.S. § 3002; 30-A M.R.S. § 2523(4).	<u>No later than</u> Tuesday, Mar. 2, 2021
15.	Town Meeting / Referendum Election.		Tuesday, Mar. 30, 2021

Town of Bridgton

LAND USE ORDINANCE

Amendment to Town of Bridgton Official
Zoning Maps to Rezone a Parcel of Land
Located at 2 Cottage Street



Enacted 06/11/2019

Revised 11/05/2019, 07/14/2020 Proposed rezone of
Map 23 Lot 148 from DVN to DVBD1 3/30/2021

Changes to Maps 1,2,3 and 5.

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose and Intent

This Ordinance is designed for all the purposes of zoning embraced in the Maine Revised Statutes including, among other things, to promote and conserve the general health, safety, and welfare of the inhabitants and to encourage compatible land uses. The purpose of this Ordinance is also to implement the goals of the Land Use Plan contained in the approved Comprehensive Plan as set forth below:

- Protect the character of Bridgton while preserving the private property rights of its citizens
- Using minimal restrictions, protect residents from incompatible uses and preserve the existing character of the landscape
- Provide encouragement and incentives to direct commercial growth to appropriate growth areas
- Expand and nurture economic growth that contributes to the vitality of the downtown
- Expand and nurture economic growth with plans for commercial development in designated growth areas along the inner 302 and 117 corridors
- Retain and protect the historic character of the downtown and the outlying villages through thoughtful planning and the use of development and design standards
- Encourage development that is human-scale, walkable, pleasant, dense and accessible
- Protect the Town's many natural resources
- Protect the character of the Town's rural neighborhoods

Section 2. Authority

This Ordinance is adopted pursuant to home rule powers as provided for in Article VII, Part Second, of the Maine Constitution; 30-A M.R.S.A. §§ 2101 *et seq.*, 2691, 3001 and 4352-4358; 38 M.R.S.A. §§ 435 to 449; any other enabling statutes; and all amendments thereto.

Section 3. Applicability

The Town of Bridgton hereby regulates the inspection, construction, alteration, height, area, ground coverage, location and use of buildings and structures, and the use of land, throughout the Town; and also hereby divides the Town into districts as defined and described herein, and shown on the Official Zoning Maps on file with the Town Clerk, which are hereby incorporated into this Ordinance. All buildings or Structures hereinafter constructed, reconstructed, altered, enlarged, or moved, and the uses of buildings and land, including the division of land (except as expressly provided in Article I, Section 3.C.2, below), shall be in conformity with the provisions of this Ordinance. No building, Structure, land, or water area shall be used for any purpose or in any manner except as provided for in this Ordinance.

- A. No land shall be used or occupied, and no Structures shall be designed, constructed, reconstructed, altered, enlarged, moved, or occupied except in conformity with this Ordinance, including all applicable design standards, and upon performance of all conditions attached to a permit issued by the Code Enforcement Officer, Planning Board, or Board of Appeals approved pursuant to this Ordinance.
- B. No person, firm, corporation, or other entity, and no officer, employee, or agent of said firm, corporation, or other entity shall sell, rent, lease, offer, or attempt to sell, rent, lease, or offer any land or Structure in a manner or for a use prohibited by this Ordinance.

- C. This Ordinance shall govern any and all proceedings, applications for permits, or approvals required hereunder or any other Ordinances of the Town, provided, however, that this Ordinance shall not apply to:
1. Any application for a permit which has been determined to be complete by the reviewing authority, and on which the reviewing authority has conducted a substantive review, prior to the effective date. For purposes of this section, a substantive review of an application shall consist of a review of that application to determine whether it complies with the applicable review criteria and other applicable requirements.
 2. Any application for a subdivision permit. The Planning Board shall review and authorize subdivision permit applications pursuant to the Town of Bridgton Subdivision Regulations, without regard to the provisions in this Ordinance; provided, however, that the provisions of this Ordinance establishing allowed uses for each District shall apply to any structures or land uses that are located on a subdivided lot.

Section 4. Effective Date

The effective date of this Ordinance or any amendments thereto shall be immediately upon its/their adoption by a favorable vote of the voters of the Town at a regular or special Town Meeting, unless otherwise expressly specified; provided, however, that those portions of this Ordinance related to shoreland regulation shall not be effective unless approved by the Commissioner of the Maine Department of Environmental Protection. A certified copy of this Ordinance, attested and signed by the Town Clerk, shall be forwarded to the Commissioner of the Department of Environmental Protection for approval. If the Commissioner fails to act on this Ordinance within 45 days of the Commissioner's receipt of this Ordinance, the Ordinance shall be deemed approved. Any application for a permit submitted to the Town within such 45-day period shall be governed by the terms of this Ordinance as if the Ordinance were approved by the Commissioner.

Section 5. Nonconforming Uses, Structures, and Lots

A. Purpose

It is the intent of this section to provide conformity with this Ordinance, except that nonconforming conditions that legally existed before the effective date of this Ordinance, or any amendment thereto, are allowed to continue, subject to the requirements set forth in this Section 5. Except as otherwise provided in this Ordinance, a nonconforming condition shall not be permitted to become more nonconforming.

B. General

1. It is the intent of this Ordinance that all nonconformities shall be converted to conformity when required by this Ordinance.
2. Any nonconformity not expressly allowed by this Ordinance as a legal nonconformity is hereby deemed illegal and shall cease or be corrected immediately.
3. The burden of establishing that any nonconformity is a legal nonconformity shall, in all cases, be upon the owner of such nonconformity and not upon the Town of Bridgton.
4. Any legally existing nonconformity may be transferred, and the new owner may, subject to the requirements of this Article, continue such legal nonconformity; provided, however, that nothing contained herein shall be construed to permit any person or entity to occupy or use any lot or Structure or to continue any use in violation of any applicable federal or state law, Ordinance, or regulation.
5. Once converted to conformity, no lot, Structure, or use shall be permitted to revert to nonconformity.

C. Nonconforming Uses

1. The use of any land or Structure, or any portion thereof, which is made nonconforming as a result of the enactment of this Ordinance, or any subsequent amendment thereto, may be continued, but only in strict compliance with the following requirements.

2. A nonconforming use of land or Structure may continue to exist and may expand within the lot boundaries, provided the expanded use or Structure meets the setback requirements of that District to the greatest extent possible. All such expansions of a nonconforming use or Structure are subject to review and approval by the Planning Board.
3. Any nonconforming use in an existing structure may only be extended by 10% of the use's square footage into parts of an existing Structure not used for that use at the time that the use became nonconforming.
4. If any nonconforming use ceases or is discontinued for any reason for a period of 12 or more consecutive months, any subsequent use shall conform to the requirements of this Ordinance in all respects.
5. Notwithstanding the above requirements, a nonconforming residential use may be modified, enlarged, and extended in all Districts.

D. Nonconforming Structures

1. Any Structure which is made nonconforming as a result of the enactment of this Ordinance, or any subsequent amendment thereto, may be continued, but only in strict compliance with the following requirements:
 - a. A nonconforming Structure may be maintained, repaired, reconstructed, and improved within the footprint of the Structure at the time the Structure became nonconforming.
 - b. A nonconforming Structure may be enlarged only if it satisfies all of the provisions listed below:
 - i. The expansion satisfies all applicable dimensional requirements of the District in which the Structure is located
 - ii. The expansion results in no new nonconformities.
 - iii. The expansion conforms to the height limits specified for the applicable District.
 - iv. The expansion conforms to all setback requirements for the applicable District.
 - v. The expansion does not cause or worsen safety problems, such as, but not limited to, reduction of sight distances from driveways or intersections and does not increase any adverse impact on adjacent properties.
 - c. If a nonconforming Structure is accidentally destroyed by fire or natural catastrophe, the Structure may be rebuilt on the existing footprint, or enlarged, subject to the provisions listed above in Section 5.D.1.b. Reconstruction must commence within two years of the destruction, or the Structure must conform to all regulations of the applicable District.

E. Nonconforming Lots

A single parcel of land, the legal description or dimensions of which are recorded in a deed, plan, or map on file at the Cumberland County Registry of Deeds, which lawfully existed immediately prior to the enactment of this Ordinance or any subsequent amendment thereto, and which, as a result of the enactment of this Ordinance or any amendment thereto, does not meet the lot size requirements in the district in which it is located, and which does not adjoin another parcel in common ownership, may be built upon without the need for a variance, subject to the following requirements:

1. Two or more nonconforming lots that are or become under the same ownership shall be consolidated to form a single lot, provided that both the following conditions apply:
 - a. At least one of the lots shall be nonconforming with respect to lot size for the applicable District.

- b. At least one of the lots does not have a Principal Structure.
- 2. One or more nonconforming vacant lots adjoining a parcel in common ownership and containing a Principal Structure shall be consolidated so as to bring the nonconforming lot into conformity to the greatest extent possible.
- 3. Previously consolidated lots may be re-divided if the following conditions are satisfied:
 - a. As a result of the re-division, no lot is smaller than the minimum size required by the applicable District.
 - b. No lot becomes nonconforming in any respect to the requirements of the applicable District.
- 4. If two or more principal uses or Structures exist on a single lot of record, each may be transferred or sold on a separate lot, provided that the separate lots are each in compliance with the State Minimum Lot Size Law and the State of Maine Subsurface Wastewater Disposal Rules.

F. Lots in Two Towns

When a lot is transected by a municipal boundary, the regulations set forth in this Ordinance apply only to that portion of the lot located in Bridgton.

ARTICLE II. LAND USE DISTRICTS AND USES

Section 1. Establishment of Districts

A. Official Zoning Maps

To implement the provisions of this Ordinance, the Town of Bridgton is hereby divided into the following land use Districts, which are depicted on the Town of Bridgton Official Zoning Maps, which can be found in Article VII Appendices Section 1. The Relationship of the Town of Bridgton Comprehensive Plan to the Land Use Districts is as follows:

District symbol	Land Use District Name	Characteristic	Comprehensive Plan Land Use Designation
DVB I	Downtown Village Business I	Village commercial, high density growth area, business, retail & entertainment uses, pedestrian oriented with historic buildings	Downtown Village Business District
DVB II	Downtown Village Business II	Low density mixed use transition to downtown	Downtown Village Business District
DVN	Downtown Village Neighborhood	Designated growth area residential and historic areas	Downtown Village Neighborhood
IC	Inner Corridor	Designated growth area for mixed use development	Inner Corridor
OC	Outer Corridor	Highway auto-oriented mixed use, transitional area	Outer Corridor
MUC	Mixed Use Corridor	Low density mixed used development along rural highway	Version of Outer Corridor
LN	Lakeside Neighborhood	Primarily low-density single-family homes oriented toward a lake	Lakeside Neighborhood
OV	Outer Village	Village nodes providing transition to Rural areas	Outer Village
RN	Rural Neighborhood	Low density residential areas	Rural Neighborhood

B. Interpretation of Districts

The process of differentiating and designating areas as districts has been informed both by the natural topography of the town and by its historical development pattern. The goal is to plan for growth while preserving the town's New England village and countryside pattern of settlement.

1. Boundaries indicated as approximately following the center lines of streets, highways, public utilities, or rights-of-way shall be construed as following such center lines.
2. Boundaries indicated as approximately following established lot lines or Town boundaries shall be construed as following such lines.
3. Boundaries indicated as approximately following shorelines of any water body, including any great pond, shall be construed as following the normal high-water mark of the water body.

Boundaries indicated as approximately following the thread of a stream shall be construed as following the lower edge of the stream. Boundaries indicated as approximately following the edge of a wetland shall be construed as following the upland edge of the wetland.

4. Boundaries indicated as being parallel to or extensions of any of the features listed in subparagraphs 1, 2, or 3, above, shall be so construed.
5. Distances not specifically indicated on the Official Land Use District Map of Bridgton shall be determined by the scale of the map.
6. Where physical or natural features existing on the ground are at variance with those shown on the Official Zoning Maps of Bridgton, or in other circumstances where uncertainty exists with respect to the location of a boundary, the Board of Appeals shall interpret the district boundaries; provided, however, that in all cases the determination of any shoreline Minimum Setback shall be determined by actual site measurement.
7. Any conflict between the Official Zoning Maps of Bridgton and a description by reference to tax maps and lots contained in this Ordinance shall be resolved in favor of the deed descriptions of those lots by metes and bounds.

C. Division of Lot by Boundaries

When a lot is transected by a district boundary, the regulations set forth in this Ordinance applying to the larger part, as measured by area, of such lot shall also govern in the smaller part beyond such district boundary, but not more than 50 linear feet in depth beyond said district boundary, except that no such extension shall be permitted into a Shoreland District or a Resource Protection District.

D. Authority to Interpret Maps

The Code Enforcement Officer shall have the initial authority to interpret the Official Zoning Maps of Bridgton except where another officer, board, or agency of the Town is specifically empowered to administer a related provision of this Ordinance.

In the event of a dispute that cannot be resolved by the rules in this Article, the applicant or the Code Enforcement Officer may refer the matter to the Board of Appeals, and the Board of Appeals shall interpret the location of the disputed district boundaries pursuant to the procedure for administrative appeals. Where uncertainty exists as to the exact location of district boundary lines, the Board of Appeals shall be the final administrative authority as to the location of district boundaries.

E. Description of Districts

1. Downtown Village Business District I (DVB-I)

The Downtown Village Business District I, encompasses Bridgton's traditional downtown along its Main Street and includes Depot Street and the Post Office block. In this area are located town government uses including police and fire departments; the District Court; public services such as the Bridgton Public Library and Bridgton Community Center; parks; retail, professional, and service businesses, including restaurants and bars; along with single family homes and apartments. Pondicherry Park lies in the center of Town along Stevens Brook. Both on-street and off-street parking are available.

Businesses are encouraged to remain as unique, independent enterprises offering complementary yet diverse goods and services appealing to both residents and visitors. The scale, pattern and character of Bridgton's historic town center shall be maintained.

2. Downtown Village Business District II (DVB-II)

The Downtown Village Business District II, located at the edges of the downtown along Portland Road, Harrison Road and North High Street creates a transition into Bridgton's downtown, where the traffic slows and the street character changes. New development in this area should reflect and protect historic patterns while enriching the experience for people coming into Town. The enhancement of pedestrian circulation to and from the downtown, residential neighborhoods, and into outlying districts is a major goal for development in this area. Rehabilitation of existing buildings and lots is encouraged, and new construction shall respect the existing scale, location and massing of adjacent buildings and driveways, so as to limit clutter and driver confusion. New development shall seek to combine driveways, signage and parking wherever possible.

3. Downtown Village Neighborhood (DVN)

The Downtown Village Neighborhood includes historically residential areas surrounding Bridgton's downtown, having a mixture of classic New England homes, converted multifamily dwellings, and single-family homes. The purpose of this district is to retain and expand residential opportunities within walking distance to the downtown. Permitted uses include mixed density residential, low impact community services, and appropriately scaled home based business uses suitable for a central business area and mixed use village.

4. Inner Corridor (IC)

The Inner Corridor is defined as the growth area between the historic business district and the more rural Outer Corridor and Mixed Use Corridor. New development and the expansion of existing businesses is intended to share entrances, parking, connecting sidewalks, lighting and signage, and provide for the installation and maintenance of active and passive green space. The intent is to encourage flexible design for modern business development, and to limit clutter and driver confusion. A mix of uses at higher densities is envisioned, allowing residential, commercial, and recreational uses to work well in proximity to each other. This area is intended to be served by water and sewer.

5. Outer Corridor (OC)

The Outer Corridor is characterized by scenic highway approaches into Bridgton from Naples to the south. Buffer and landscape requirements are intended to preserve the natural wooded vistas along the corridor into town. Side road access, shared entries, and rear access roads are all required, in order to accommodate the higher speed of travel. As a low-density transitional corridor, the Outer Corridor supports a wide range of uses, with requirements to balance development with open space, while minimizing potential neighbor conflicts.

6. Mixed Use Corridor (MUC)

The Mixed Use Corridor extends along Route 302 west to the Fryeburg town line, along 117 north to the Harrison town line and along Route 117 south to the Denmark town line. The Mixed Use Corridors contain extensive rural areas, with some existing residential and commercial uses. Low-impact commercial and recreational uses along with continued residential development are appropriate, and the overall rural and scenic characteristics of this District should be preserved.

7. Lakeside Neighborhood (LN)

The Lakeside Neighborhood includes the mostly residential areas that surround Bridgton's lakes. Along with all properties in the Shoreland Zone, this District also includes land and development outside of the Shoreland Zone Overlay, including lake associations and their roads as they abut other Districts. There are seasonal businesses located in Lakeside Neighborhood areas—summer camps, campgrounds, and lodging, and the continued use of these properties for those purposes is supported.

8. Outer Village (OV)

The Outer Village includes areas of the community that are largely settled around a central node and are suitable for medium density development, not requiring expansion of municipal facilities. These areas do not include significant agricultural production, natural resources, or large areas of undivided and undeveloped land. The Outer Village areas of North Bridgton and South Bridgton located along and off the highway corridors each have their own distinct history and identity. The purpose of this District is to protect special and historic neighborhood features and identities, and support small, compatible, community-serving businesses. These villages provide limited, suburban or rural residential development opportunities as a transition to rural areas.

9. Rural Neighborhood (RN)

The Rural Neighborhood is the countryside of Bridgton's village and countryside development pattern. It encompasses the large majority of Bridgton's land and is home to a majority of its residents. Regulation in this District is intended to protect the rural feel and function, as well as the natural beauty of these areas, while supporting very low and low-density residential development. Cluster development, allowing smaller lots or condominium clusters to occupy a percentage of the land, in order to preserve open space and environmental features, is encouraged. Small scale, low intensity rural-serving commercial and agricultural uses may be directed to locate at intersections with arterial roads or major crossroads.

F. Relation to Other Ordinances and Regulations

In the event that a provision of this Ordinance conflicts with, or is inconsistent with, another provision of this Ordinance or with a provision of another ordinance, regulation, or statute administered by the Town of Bridgton with respect to a use, structure, or parcel of land, the more restrictive provision shall control.

The other ordinances and regulations of the Town of Bridgton that affect the use of land include the ordinances and regulations described in paragraphs 1 through 5 below.

1. Willis Brook & Bear River Aquifer Ordinances

The purpose of the Bear River and Willis Brook Aquifer Ordinances is to manage the groundwater recharge areas of the Willis Brook and Bear River Aquifers in order to maintain the present rate of recharge and, where possible, to enhance recharge—thus ensuring a dependable water supply to the Town for the future. These ordinances protect the aquifers from contaminants, which can reasonably be expected to accompany certain uses of land or activities, thereby maintaining the aquifer's high water quality. The water quality for the municipal water supplies will require efforts by all of Bridgton, and Harrison, as well as surrounding communities, to ensure that degradation of the quality of the supply does not occur.

2. Shoreland Zoning Ordinance

The purposes of the Shoreland Zoning Ordinance are to further the maintenance of safe and healthful conditions; to prevent and control water pollution; to protect fish spawning grounds, aquatic life, bird and other wildlife habitat; to protect building and lands from flooding and accelerated erosion; to protect archaeological and historic resources; to protect freshwater wetlands; to control building sites, placement of structures and land uses; to conserve shore cover and visual as well as actual points of access to inland waters; to conserve natural beauty and open space; and to anticipate and respond to the impacts of development in shoreland areas. The Shoreland Zoning Ordinance establishes overlay districts that apply to all land within 250 feet of a great pond, river, or upland edge of a freshwater wetland; to all land within 75 of the normal high water mark of all streams and tributary streams; and to sources of erosion and sedimentation in all land areas between 250 and 500 feet of a great pond, river, or upland edge of a freshwater wetland.

3. Floodplain Ordinance

In order for the Town of Bridgton to be eligible for the National Flood Insurance Program (NFIP), the Federal Emergency Management Agency identifies areas of town that have special flood hazards, which the town then addresses through the Floodplain Ordinance. A Flood Hazard Development Permit system and review procedure for development activities is required in the designated flood hazard areas of the Town of Bridgton, Maine.

4. Site Plan Review Ordinance

The purpose of the Site Plan Review Ordinance is to ensure orderly growth of the Town of Bridgton and to minimize the adverse effects of growth due to development of commercial, industrial and retail uses and multi-family dwellings, campgrounds and mobile home parks. The Site Plan Review Ordinance is administered by the Planning Board of the Town of Bridgton.

5. Subdivision Regulations

The purposes of the Subdivision Regulations are to assure the comfort, health and well-being of the people of Bridgton, protect the environment, and promote the orderly development of the Town through the regulation of new subdivisions. The Subdivision Regulations are administered by the Planning Board of the Town of Bridgton.

Section 2. Land Uses & Standards by District

A. Downtown Village Business District I (DVB-I)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 3 of 11.

1. Purpose

The primary goal of regulation in this District is to achieve a lively, highly functional downtown supporting an intentional mix of retail, office/institutional, and residential uses at relatively high densities. The rehabilitation of older buildings is encouraged. New building in this area should complement the existing pattern of development, defined by its varied and eclectic mix of buildings. While commercial use of the ground floor is required, second story residential use is permitted and encouraged.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the density and character of this District.

- a. Minimum Lot Size: 2500 square feet.
- b. Minimum Lot Frontage: None.
- c. Maximum Lot Coverage: Not applicable to this District.

3. Building

a. Placement

The intent for regulating placement of structures on lots in this District is to preserve and enhance the visual interest of the historic form in this area while allowing for commercial development in this District.

- i. Maximum Front Setback Line (applicable to Principal Buildings): 6 feet.
- ii. Minimum Front Setback Line (applicable to all Structures): At the Public Lot Line.
- iii. Requirements applicable to the Maximum Front Setback Area:
 - a) At least 65% of the Principal Building façade shall be located within the Maximum Front Setback Area. To add variety and diversity to a Principal Building, up to 35% of a Principal Building's façade may have an architectural recess.
 - b) Protrusions on any portion of a Principal Building above the Ground Story shall be cantilevered.
 - c) No portion of a Principal Building façade within the Maximum Front Setback Area shall exceed 60 feet of continuous linear plane.
 - d) No portion of any Structure shall obstruct a public or private sidewalk, or extend beyond a property line, except as expressly provided herein.

- iv. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 2 feet.
- v. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a building's height is to ensure that new buildings will coexist in harmony with Bridgton's varied and eclectic downtown skyline.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.
- ii. Ground Story Floor Elevation Height: The average Ground Story finished floor elevation within 30 feet of the Maximum Front Setback Line shall be not lower than the front sidewalk elevation and not higher than 21 inches above the front sidewalk, unless a higher elevation is required to comply with applicable floodplain or flood insurance requirements.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility enhancing the walkability of Bridgton's downtown.

- a) Lengths of façade uninterrupted by windows or other exterior openings exceeding 15 feet are prohibited on all Ground Story façades.
- b) Ground Story Fenestration shall comprise a minimum of 30% of the Ground Story façade.
- c) Upper Story Fenestration shall comprise a minimum of 20% of the façade of each upper Story.
- d) Functioning doors shall be required along the Ground Story façade at intervals of no greater than 50 feet.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

- a) No portion of any Structure shall obstruct a public or private sidewalk, or extend beyond a property line, except as provided herein.
- b) Awnings on the Ground Story may project over a public sidewalk provided they maintain a clearance height of at least 8 feet but no more than 12 feet above the sidewalk.
- c) Signs may project over a public sidewalk provided that they maintain a clearance height of at least 10 feet above the sidewalk.

- d) Awnings, balconies, stoops, porches, and walkways shall be set back at least 2 feet from a Common Lot Line, except for Alleys for which the property owners have recorded an instrument allowing a lesser setback. Walkways and stoops providing access into a Structure shall not be subject to this requirement.

4. Street Wall

The intent for requiring a Street Wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

- a. A Street Wall of not less than 42 inches in height or greater than 4 feet in height shall be required in connection with new construction on any portion of a lot which abuts a public road and is not to be occupied by a Principal Building, drive, garage entry or pedestrian gate.

The Street Wall may be set back a maximum of 4 feet from the Structure façade.

- b. One pedestrian gate or opening no wider than 6 feet shall be permitted within any required Street Wall.
- c. The Street Wall height shall be measured from the adjacent sidewalk, or, when not adjacent to a sidewalk, from the average finished grade in the Maximum Front Setback Area.
- d. Lots containing open public spaces and parks are exempt from the Street Wall requirements set forth in subparagraphs a, b, and c, above.

5. Garage and Parking

The intent for directing parking to the rear and side of structures is to allow the varied and inviting Façades and landscapes to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. All parking lots must be set back a minimum of 15 feet from the front Public Lot Line.
- b. One curb cut with a width no greater than 18 feet is allowed on any street frontage for surface parking lots, unless otherwise required by the Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access. Shared egress and the reduction in the number of curb cuts on SR 302, 117 and Main Street are a primary design consideration for all new development wherever possible.
- c. Openings for parking Garage access shall have a maximum height of 16 feet and an access width no greater than 24 feet.
- d. Parking lots and Garages on lots with frontage on Main Street and another street shall not use Main Street for vehicular access.

6. Corner Lots

Principal Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating plantings as a part of a construction project is to protect the character of this District.

While plantings are not regulated in this District, developers are encouraged to plant trees where appropriate and create attractive green space as part of a project.

8. Sidewalks

Sidewalks shall be required along any arterial or Public Lot Line of the property, unless otherwise required by The Maine Department of Transportation, or an alternate trail, bike path, or transit stop is provided.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses—Ground Story:

- Accessory Use
- Bank
- Bar / Tavern / Cocktail Lounge
- Bed and Breakfast / Small Inn
- Brewery / Distillery / Winery
- Community Center
- Education Facility
- Essential Services
- Farmers Market / Farm Stand
- Forestry Management Activities
- Funeral Home
- Home Occupation
- Hotels / Large Inn
- Liquor Store
- Live Theater / Music / Entertainment
- Marijuana Home Cultivation
- Mass Gathering
- Midway / Fair
- Mobile Temporary Vendor
- Movie Theater
- Neighborhood Convenience Store
- Office Building, Large
- Office Building, Small
- Park and Recreational Services
- Parking Garage
- Professional Office and Service
- Public Building
- Public Open Space
- Recreation, Indoor
- Religious Assembly
- Restaurant
- Retail Business, Small

- b. Allowed uses—Upper Stories**, including within the roof of any Structure where the roof is configured as a half-story (1/2 Story). If a Structure is composed of a single story, the following uses are allowed within the Ground Story if (i) the uses are not clearly visible from any Public Lot Line and (ii) one or more of the uses allowed in Section 9.a, above, occupies a portion of the Ground Story that is most proximate to and visible from any Public Lot Line.

Accessory Use
 Bank
 Bar / Tavern / Cocktail Lounge
 Bed and Breakfast / Small Inn
 Boarding House
 Brewery / Distillery / Winery
 Community Center
 Dwelling, Above Commercial
 Dwelling, Attached In-law Apartment
 Dwelling, Multi-family
 Dwelling, Single Family
 Dwelling, Two Family
 Education Facility
 Essential Services
 Forestry Management Activities
 Funeral Home
 Home Occupation
 Hotels / Large Inn
 Manufacturing, Light
 Marijuana Home Cultivation
 Movie Theater
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Park and Recreational Services
 Parking Garage
 Professional Office and Service
 Public Building
 Public Open Space
 Religious Assembly
 Research Facility
 Restaurant
 Retail Business, Small

B. Downtown Village Business District II (DVB-II)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 4 of 11.

1. Purpose

Downtown Village Business District II creates a transition into Bridgton's downtown, where the traffic slows and the street character changes. New development in these areas should reflect the historic pattern while enriching the experience for people coming into Town. The enhancement of pedestrian activity from and to the downtown, the residential neighborhoods, and into outlying districts is a major goal for development in this area. Rehabilitation of existing buildings and lots is encouraged, and new construction shall respect the existing scale of adjacent buildings.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the historic form of this District.

- a. Minimum Lot Size: 20,000 square feet.
- b. Minimum Lot Frontage: None.
- c. Maximum Lot Coverage: Not applicable to this District.
- d. A contiguous Private Open Area of at least 15% of the Buildable Area shall be preserved on each lot.

3. Building

a. Placement

The intent for regulating placement of structures in this District is to preserve and enhance the visual interest of the historic form in this area while allowing for commercial development in this part of downtown.

- i. Maximum Front Setback Line (applicable to Principal Buildings): 15 feet.
- ii. Minimum Front Setback Line (applicable to all Structures): 10 feet.
- iii. Requirements applicable to the Maximum Front Setback Area:
 - a) At least 65% of the Principal Building façade shall be located within the Maximum Front Setback Area. To add variety and diversity to a Principal Building, up to 35% of a Principal Building's façade may have an architectural recess.
 - b) Protrusions on any portion of a Principal Building above the Ground Story shall be cantilevered.
 - c) No portion of a Principal Building façade within the Maximum Front Setback Area shall exceed 60 feet of continuous linear plane.
- iv. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 5 feet.

- v. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a buildings' Height is to ensure that new buildings will coexist in harmony with Bridgton's varied and eclectic skyline.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.
- ii. Ground Floor Elevation Height
 - a) For Residential Uses: The average Ground Story finished floor elevation shall be a minimum of 2 feet and a maximum of 4 feet above the exterior sidewalk or front yard elevation at the Maximum Front Setback Line.
 - b) For Commercial Uses: The average Ground Story finished floor elevation within 30 feet of the Maximum Front Setback Line shall be:
 - i) Not lower than the front sidewalk or front yard elevation; and
 - ii) Not higher than 21 inches above the sidewalk or front yard elevation.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility, enhancing the walkability of this district.

- a) Lengths of façade uninterrupted by windows or other external openings exceeding 15 feet are prohibited on all Ground Story façades.
- b) Ground Story Fenestration shall comprise a minimum of 25% of the Ground Story façade.
- c) Upper Story Fenestration shall comprise a minimum of 15% of the façade of each upper Story.
- d) Functioning doors shall be required along the Ground Story façade at intervals of no greater than 50 feet.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from encroaching onto property boundaries or into public space.

- a) No portion of any Structure shall obstruct a public or private sidewalk, or extend beyond a property line, except as provided herein.
- b) Awnings on the Ground Story may project over a public sidewalk provided they maintain a clearance height of at least 8 feet but no more than 12 feet above the sidewalk.

- c) Signs may project over a public sidewalk provided that they maintain clearance height of at least 10 feet above the sidewalk. Awnings, balconies, stoops, porches, and walkways shall be set back at least 2 feet from a Common Lot Line, except for Alleys for which the property owners have a recorded an instrument allowing a lesser setback. Walkways and stoops providing access into a Structure shall not be subject to this requirement.

4. Street Wall

The intent for requiring a Street Wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not regulated in this District.

5. Garage and Parking

The intent for directing parking to the rear and side of Structures is to allow varied and inviting Façades and landscapes to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. All parking lots must be set back a minimum of 20 feet from the Front Public Lot Line.
- b. One curb cut with a width no greater than 22 feet is allowed on any street frontage for surface parking lots, unless otherwise required by The Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access. Shared egress and the reduction in the number of curb-cuts on 57 302, 117 and Main Street are a primary design consideration for all new development wherever possible.
- c. Openings for parking Garage access shall have a maximum height of 16 feet and an access width no greater than 24 feet.
- d. Garage entries may be set back up to a maximum 2 feet behind the front façade of the structure.
- e. Parking lots and Garages on lots with frontage on more than one street shall use the lesser street for vehicular access.

6. Corner Lots

Principal Buildings located on corner lots shall meet all standards applicable to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating plantings as a part of a construction project is to protect and enhance the character of this area of Bridgton's downtown.

- a. Shade Trees shall be placed in the Minimum Setback Area and the Maximum Front Set Back Area at a minimum density of 1 tree per 50 linear feet of lot frontage. Native species shall be used. Trees planted or saved to meet this requirement shall be a minimum of 2" in diameter at breast height ("DBH") for new trees and a minimum of 4" DBH for existing trees. No existing trees shall be counted towards this requirement if they are included on the Maine Invasive Plant List.

- b. Medium Sized Trees shall be placed on the property at a minimum density of 1 tree per 900 square feet of pervious area. Existing Medium Sized Trees may be saved on the property to meet this requirement. Planted or existing trees shall be at least 6 to 8 feet in height for evergreen and multi-stemmed trees and 1½” to 2” DBH for flowering deciduous trees.
- c. Plantings, including Shrubs, perennials, and/or native ornamental grasses and ferns, shall be placed in the Setback Area so as to cover at least 15% of the Setback Area. Plants shall be installed in continuous beds and spaced and sized appropriately for the species. Plant sizing shall be 2-quart minimum for perennials, grasses and ferns; and 2-gallon minimum for woody shrubs.
- d. Any constructed berms with slopes greater than 10% shall be planted with groundcover, perennials, or native ornamental grasses so as to cover at least 50% of the berm area.
- e. Any front yard fence or wall shall not be more than 4 feet in height.
- f. All required plantings shall be installed prior to the issuance of a final occupancy permit. A temporary occupancy permit may be granted by the regulating authority.
- g. There must be a guaranteed 85% survival rate of plantings after one year. If the survival rate is not met after one-year, additional plantings are required to meet the 85% rule.

8. Sidewalks

The intent for requiring sidewalks is to preserve and increase the walkability of Bridgton's downtown.

Sidewalks shall be required along any arterial or Public Lot Line of the property, unless otherwise required by Maine Department of Transportation, or an alternate trail, bike path, or transit stop is provided.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

Accessory Use
Agriculture, Non-Commercial
Bar / Tavern / Cocktail Lounge
Bed and Breakfast / Small Inn
Boarding House
Brewery / Distillery / Winery
Community Center
Day Care Facility
Dwelling, Above Commercial
Dwelling, Attached In-law Apartment
Dwelling, Multi-family
Dwelling, Single Family
Dwelling, Two Family
Education Facility
Essential Services

Farmers Market / Farm Stand
Forestry Management Activities
Function Hall / Lodge / Clubhouse
Funeral Home
Group Home, Small
Home Occupation
Hotels / Large Inn
Liquor Store
Live Theater / Music / Entertainment
Marijuana Home Cultivation
Mass Gathering
Medical Marijuana Small-Scale Caregiver Operation
Midway / Fair
Mobile Temporary Vendor
Motel
Movie Theater
Neighborhood Convenience Store
Office Building, Large
Office Building, Small
Park and Recreational Services
Parking Garage
Professional Office and Service
Public Building
Public Open Space
Recreation, Indoor
Redemption / Recycling / Transfer Facility
Religious Assembly
Research Facility
Restaurant
Retail Business, small

C. Downtown Village Neighborhood District (DVN)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 5 of 11.

1. Purpose

These are primarily residential areas surrounding the historic downtown and have a mix of housing types. The purpose of this district is to retain and expand the residential opportunities within walking distance to the downtown. Permitted uses include mixed density residential, low impact community services, and appropriately scaled home-based business uses suitable for a central business area and mixed use village.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the historic form and character of this district.

- a. Minimum Lot Size: 20,000 square feet.
- b. Minimum Lot Frontage: 100 feet.
- c. Maximum Lot Coverage: Not applicable to this District.

3. Building

a. Placement

The intent for regulating placement of structures is to preserve and enhance the visual interest of the historic form while allowing for commercial development in this District.

- i. Maximum Front Setback Line (applicable to Principal Buildings): 25 feet.
- ii. Minimum Front Setback Line (applicable to all Structures): At the Public Lot Line.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 10 feet from any lot line.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a buildings' height is to ensure that new buildings will be able to coexists in harmony with Bridgton's varied and eclectic skyline.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility, enhancing the walkability of this District.

Not regulated in this District

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District

4. Street Wall

The intent for requiring a Street Wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not regulated in this District

5. Garage and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscapes to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. All parking lots must be set back a minimum of 30 feet from the front Public Lot Line.
- b. One curb cut with a width no greater than 22 feet is allowed on any street frontage for surface parking lots, unless otherwise required by Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access. Shared egress and the reduction in the number of curb-cuts on RT 302, 117 and Main Street are a primary design consideration for all new development wherever possible.
- c. Openings for parking Garage access shall have a maximum height of 16 feet and an access width no greater than 24 feet.
- d. Garage entries may be set back up to a maximum 2 feet behind the front façade of the structure.
- e. Parking lots and Garages on lots with frontage on more than one street shall use the lesser street for vehicular access.

6. Corner Lots

Structures located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent for regulating plantings as a part of a construction project is to protect the character of this District.

Not regulated in this District.

While landscaping is not regulated in this District, developers are encouraged to plant trees and create green space where appropriate to enhance the livability of the neighborhood.

8. Sidewalks

Not regulated in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, Non-Commercial
- Aquaculture
- Assisted Living Facility
- Bed and Breakfast / Small Inn
- Boarding House
- Community Garden
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Detached In-law Apartment
- Dwelling, Multi-family
- Dwelling, Single Family
- Dwelling, Two Family
- Essential Services
- Forestry Management Activities
- Group Home, Small
- Home Occupation
- Marijuana Home Cultivation
- Medical Marijuana Small-Scale Caregiver Operation
- Park and Recreational Services
- Public Building
- Public Open Space
- Religious Assembly
- Retail Business, Small

D. Inner Corridor District (IC)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 6 of 11.

1. Purpose

The Inner Corridor represents the growth area along Portland Road between the historic business districts and the more rural Outer Corridor and Mixed Use Corridor. Careful attention is given to new development and expansion of existing development to encourage shared entrances and parking, connecting sidewalks, lighting, and signage, and provide for the installation and maintenance of active and passive green space. The intent is to encourage flexible design for modern business development, and to limit clutter and driver confusion. A thoughtful mix of uses at higher densities is envisioned, that allows residential, commercial, recreation and employment to work well in proximity to each other. Along with the Downtown Districts this area is intended to be served by water and sewer, allowing for new commercial and residential developments.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to create an attractive balance of building and green space, encouraging high value development.

- a. Minimum Lot Size: 40,000 square feet.
- b. Minimum Lot Frontage: None.
- c. Maximum Lot Coverage: Not applicable to this District.
- d. A contiguous Private Open Area equal to at least 15% of the Buildable Area shall be preserved on each lot.

3. Building

a. Placement

The intent for regulating a building's placement in this District is to create a high-functioning and attractive growth area, while also serving as an appealing gateway to Bridgton's downtown.

- i. Maximum Front Setback Line (applicable to Principal Buildings): 25 feet.
- ii. Minimum Front Setback Line (applicable to all Structures): 15 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 15 feet.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: 20 feet.
- v. Requirements applicable to the Maximum Front Setback Area:
 - a) At least 65% of the Principal Building façade shall be located within the Maximum Front Setback Area. To add variety and diversity to a Principal Building, up to 35% of a Principal Building's façade may have an architectural recess subject to the

requirements of subparagraph c, below. For lots with multiple Principal Buildings, at least one Principal Building shall meet this requirement.

b) Reserved.

c) No portion of a Principal Building façade within the Maximum Front Setback Area shall exceed 200 feet of continuous linear plane.

b. Height

The intent for regulating a Building's Height is to ensure that new buildings coexist in harmony with existing buildings in the District.

i. Maximum Height of Principal Structure or Accessory Structure: 45 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility, enhancing the walkability of this district.

a) Lengths of façade uninterrupted by windows or other external openings exceeding 15 feet are prohibited on all Ground Story façades.

b) Ground Story Fenestration shall comprise a minimum of 30% of the Ground Story façade.

c) Upper Story Fenestration shall comprise a minimum of 20% of the façade of each upper Story.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

a) No portion of any Structure shall obstruct a public or private sidewalk, or extend beyond a property line, except as provided herein.

b) Awnings on the Ground Story may project over a public sidewalk provided they maintain a clearance height of at least 8 feet but no more than 12 feet above the sidewalk.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not required in this district.

5. Garage and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors entering this gateway to our town experience, rather than parked vehicles and paved parking lots.

- a. All parking lots must be set back a minimum of:
 - i. 25 feet from any Public Lot Line,
 - ii. 15 feet from any Common Lot Line, and
 - iii. 20 feet from any rear lot line.
- b. Vehicle parking areas shall be located behind the Parking Minimum Setback Lines set forth in subparagraph i, above, except where parking is underground.
- c. Unless otherwise required by Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access., curb cuts shall have a maximum clear width of no greater than 22 feet. Shared egress and the reduction in the number of curb-cuts on RT 302, 117 and Main Street are a primary design consideration for all new development wherever possible.
- d. Openings for parking Garage entries shall have a maximum clearance height of 16 feet and an access width no greater than 22 feet.
- e. Garage entries may be set back up to a maximum 2 feet behind the surrounding façade.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent for regulating plantings as part of a construction project is to create high-functioning and attractive green space to enhance the character of this District.

- a. Shade Trees shall be placed in the Setback Area at a minimum density of 1 tree per 50 linear feet of lot frontage. Native species shall be used. Trees planted or saved to meet the requirement shall be 2" DBH minimum for new trees and 4" DBH minimum for existing trees. No existing trees shall be counted towards this requirement if they are included on the State of Maine's list of actual or potential invasive species.
- b. Medium Sized Trees shall be placed on the property at a minimum density of 1 trees per 900 square feet of pervious area. Existing Medium Sized Trees may be saved on the property to meet this requirement. Planted or existing trees shall be at least 6 to 8 feet in height for evergreen and multi-stemmed trees and 1 1/2" to 2" DBH for flowering deciduous trees.
- c. Plantings including woody Shrubs, perennials, native ornamental grasses and ferns, shall be placed in the Setback Area so as to cover at least 15% of the Setback Area. Plants shall be installed in continuous beds ad spaced and sized appropriately for the species.

Plant sizing shall be 2-quart minimum for perennials, grasses and ferns; and 2-gallon minimum for woody shrubs.

- d. Any constructed berms with slopes greater than 10% shall be planted with groundcover, perennials or native ornamental grasses so as to cover at least 50% of the berm area.
- e. Any front yard fences or walls shall not be more than 4 feet in height.
- f. All required plantings shall be installed prior to the issuance of a final occupancy permit. A temporary occupancy permit may be granted by the regulating authority.
- g. There must be a guaranteed 85% survival rate of plantings after one year. If the survival rate is not met after one-year, additional plantings are required to meet the 85% rule.

8. Sidewalks

Sidewalks or connecting trails shall be required along the frontage of the property, unless otherwise required by the Maine Department of Transportation.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

Accessory Use
 Agriculture, Commercial
 Agriculture, Non-Commercial
 Ambulance Service
 Animal Shelter
 Aquaculture
 Assisted Living Facility
 Auctions / Auction House
 Auto Repair Service
 Auto Sales and Service
 Auto Washing Service
 Bank
 Bar / Tavern / Cocktail Lounge
 Bed and Breakfast / Small Inn
 Boarding House
 Boarding Kennel
 Boat Sales Service and Storage, Outdoor
 Boat Sales, Service and Storage, Indoor
 Brewery / Distillery / Winery
 Communication Service
 Community Center
 Day Care Facility
 Dwelling, Above Commercial
 Dwelling, Attached In-law Apartment
 Dwelling, Detached In-law Apartment
 Dwelling, Multi-family
 Dwelling, Single Family

Dwelling, Two Family
 Education Facility
 Equipment Rental Service
 Essential Services
 Farmers Market / Farm Stand
 Firewood Processing and Sales
 Forestry Management Activities
 Function Hall / Lodge / Clubhouse
 Funeral Home
 Garden Materials Yard
 Gas Station
 Group Home, Large
 Group Home, Small
 Health Institution
 Home Occupation
 Hospice Facility
 Hotels / Large Inn
 Laundry Service
 Liquor Store
 Live Theater / Music / Entertainment
 Manufacturing, Light
 Marijuana Establishment
 Marijuana Home Cultivation
 Mass Gathering
 Medical Marijuana Small-Scale Caregiver Operation
 Midway / Fair
 Minimart
 Mobile Temporary Vendor
 Motel
 Movie Theater
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Park and Recreational Services
 Parking Garage
 Pawn Shop
 Professional Office and Service
 Public Building
 Public Open Space
 Recreation, Indoor
 Recreation, Outdoor
 Redemption / Recycling / Transfer Facility
 Religious Assembly
 Research Facility
 Restaurant
 Restaurant, Drive-Thru
 Retail Business, Large
 Retail Business, Small
 Veterinary Service
 Water Extraction, Small Scale

E. Outer Corridor District (OC)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 7 of 11.

1. Purpose

The Outer Corridor is characterized by the highway approach into Bridgton from the south. This section of Route 302 lends residents, visitors, and passers-through alike an appealing vision of rock outcroppings, woods, and swamps, with a smattering of residences, businesses, and side roads along the way. The Outer Corridor offers a transitional area supporting a wide range of uses, at medium and low densities, with requirements to balance development with open space. To minimize conflicts between large-scale development and single family dwellings, larger scale multi-residential housing is encouraged in this district. Buffer and landscaping regulations seek to maintain the natural wooded entry point into the town. Side road access, shared entries, and rear access roads are encouraged.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the natural character of this District.

- a. Minimum Lot Size: 80,000 square feet.
- b. Minimum Lot Frontage: None.
- c. Maximum Lot Coverage: Not applicable to this District.

3. Building

a. Placement

The intent for regulating the placement of a Structure in this District is to preserve the wooded and undeveloped feel of this approach into Bridgton.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all Structures, including display areas for Outdoor Flea Markets and Open Air Markets): 75 feet from the Public Lot Line of SR 302, also known as Portland Road; 25 feet from any other Public Lot Line.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 15 feet for Accessory Residential Structures; 25 feet for all other Structures.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: 20 feet.

b. Height

The intent for regulating a building's height in this District is to ensure that new buildings will coexist in harmony with Bridgton's varied and eclectic skyline.

- i. **Maximum Height of Principal Structure or Accessory Structure:** 60 feet. This paragraph does not apply to telecommunications facilities, Communication Towers or wind energy systems.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not regulated in this district.

5. Garage and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. **Minimum Front Setback Line:** 75 feet from Public Lot line.
- b. **Minimum side and rear setback line:** 20 feet from any public lot line or common lot line.
- c. Unless otherwise required by Maine Department of Transportation and/or the Town of Bridgton, curb cuts shall have a maximum clear width of no greater than 24 feet. Shared egress and the reduction in the number of curb-cuts on SR 302, 117 and Main Street are a primary design consideration for all new development wherever possible.

6. Corner Lot

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent for regulating landscaping in this District is to preserve the wooded buffers and undeveloped character of this approach into Bridgton.

- a. The 75-foot Minimum Setback Area for Commercial Uses on a Major Artery shall be planted with a well-distributed mix of native canopy trees, conifers, understory trees, Shrubs, and groundcovers to best simulate the layers of natural buffer found along the Major Artery. This planting shall remain undisturbed post-development.
- b. A planting plan for the 75-foot Minimum Setback Area shall be prepared and submitted for review by the Planning Board as part of site plan review.
- c. All required plantings shall be installed prior to the issuance of a final occupancy permit. A temporary occupancy permit may be granted by the regulating authority.
- d. To the extent wooded buffers exist within the 75-foot Minimum Setback Area, maintaining such buffers is preferable to planting, and such existing buffers will be considered to meet the planting buffer requirements set forth in subparagraphs a, b, and c above.
- e. There must be a guaranteed 85% survival rate of plantings after one year. If the survival rate is not met after one-year, additional plantings are required to meet the 85% rule.

8. Sidewalks

Sidewalks are not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

Accessory Use
Agriculture, Commercial
Agriculture, Non-Commercial
Agriculture, Products Processing
Ambulance Service
Animal Shelter
Aquaculture
Assisted Living Facility
Auctions / Auction House
Auto Repair Service
Auto Sales and Service
Auto Washing Service
Bank
Bar / Tavern / Cocktail Lounge
Bed and Breakfast / Small Inn
Boarding Kennel
Boat Sales Service and Storage, Outdoor
Boat Sales, Service and Storage, Indoor
Brewery / Distillery / Winery
Building Materials Yard
Cemetery
Communication Service
Community Center
Community Garden

Day Care Facility
 Dwelling, Attached In-law Apartment
 Dwelling, Detached In-law Apartment
 Dwelling, Multi-family
 Dwelling, Single Family
 Dwelling, Two Family
 Education Facility
 Equestrian Facility
 Equipment Rental Service
 Essential Services
 Farmers Market / Farm Stand
 Firewood Processing and Sales
 Forestry Management Activities
 Fuel Storage Depot, Bulk
 Function Hall / Lodge / Clubhouse
 Funeral Home
 Garden Materials Yard
 Gas Station
 General Contractor Yard
 Health Institution
 Home Occupation
 Hospice Facility
 Hotels / Large Inn
 Laundry Service
 Liquor Store
 Live Theater / Music / Entertainment
 Livestock, Personal use
 Manufacturing, Heavy
 Manufacturing, Light
 Marijuana Establishment
 Marijuana Home Cultivation
 Mass Gathering
 Medical Marijuana Small-Scale Caregiver Operation
 Midway / Fair
 Minimart
 Mobile Temporary Vendor
 Motel
 Movie Theater
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Outdoor Flea Market / Open Air Market
 Park and Recreational Services
 Parking Garage
 Pawn Shop
 Professional Office and Service
 Public Building
 Public Open Space
 Recreation, Indoor
 Recreation, Outdoor
 Redemption / Recycling / Transfer Facility
 Religious Assembly
 Research Facility

Restaurant
Restaurant, Drive-Thru
Retail Business, Large
Retail Business, Small
Salvage Yard
Sawmill
Self-Storage Facility
Solar Farm
Vehicle and Small Engine Repair Shop
Veterinary Service
Warehousing and Distribution
Water Extraction, Large Scale
Water Extraction, Small Scale

F. Mixed Use Corridor District (MUC)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 8 of 11.

1. Purpose

The Mixed Use Corridor contains extensive rural areas, with some existing residential and commercial uses. Low-impact commercial and recreational uses along with continued residential development are appropriate, and the overall rural and scenic characteristics of this District should be preserved.

2. Open and Buildable Area

The intent of regulating Open Space and Buildable Area is to preserve and enhance the character of this District.

- a. Minimum Lot Size: 80,000 square feet.
- b. Minimum Lot Frontage: 200 feet.
- c. Maximum Lot Coverage: 50%.

3. Building

a. Placement

The intent for regulating the placement of a building is to preserve and enhance the character of this District.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all Structures): 75 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 15 feet for Single Family Dwellings; 25 feet for all other Structures.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a Structure's Height is to ensure that new Structures coexist in harmony with existing Structures in the District.

- i. Maximum Height for Single Family Dwellings, Two Family Dwellings, and Multi-Family Dwellings and Accessory Structures:
 - a) Maximum Height of Principal Structure or Accessory Structure: 35 feet.
- ii. Maximum Height for All other Structures, including Commercial Structures and Accessory Structures:
 - a) Maximum Height of Principal Structure: 60 feet.

b) Maximum Height of Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not regulated in this district.

5. Garages and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. Minimum Front Setback Line: 75 feet from Public Lot line.
- b. Minimum side and rear setback line: 20 feet from any public lot line or common lot line.
- c. Unless otherwise required by Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access, curb cuts shall have a maximum clear width of no greater than 24 feet. Shared egress and the reduction in the number of curb-cuts on SR 302, 117 and Main Street are a primary design consideration for all new development wherever possible.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent for regulating landscaping in this District is to preserve the wooded buffers and undeveloped character of this approach into Bridgton.

- a. The 75-foot Minimum Setback Area for Commercial Uses on a Major Artery shall be planted with a well-distributed mix of native canopy trees, conifers, understory trees, Shrubs, and

groundcovers to best simulate the layers of natural buffer found along the Major Artery. This planting shall remain undisturbed post-development.

- b. A planting plan for the 75-foot Minimum Setback Area shall be prepared and submitted for review by the Planning Board as part of site plan review.
- c. All required plantings shall be installed prior to the issuance of a final occupancy permit. A temporary occupancy permit may be granted by the regulating authority.
- d. To the extent wooded buffers exist within the 75-foot Minimum Setback Area, maintaining such buffers is preferable to planting, and such existing buffers will be considered to meet the planting buffer requirements set forth in subparagraphs a, b, and c, above.
- e. There must be a guaranteed 85% survival rate of plantings after one year. If the survival rate is not met after one-year, additional plantings are required to meet the 85% rule.

8. Sidewalks

Not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

Accessory Use
Agriculture, Commercial
Agriculture, ECO-Tourism
Agriculture, Non-Commercial
Agriculture, Products Processing
Ambulance Service
Animal Shelter
Aquaculture
Assisted Living Facility
Auctions / Auction House
Auto Repair Service
Auto Sales and Service
Auto Washing Service
Bank
Bar / Tavern / Cocktail Lounge
Bed and Breakfast / Small Inn
Boarding House
Boarding Kennel
Boat Sales Service and Storage, Outdoor
Boat Sales, Service and Storage, Indoor
Brewery / Distillery / Winery
Building Materials Yard
Campground
Cemetery
Children's Summer Camp
Communication Service

Community Center
 Community Garden
 Day Care Facility
 Dwelling, Above Commercial
 Dwelling, Attached In-law Apartment
 Dwelling, Detached In-law Apartment
 Dwelling, Multi-family
 Dwelling, Single Family
 Dwelling, Two Family
 Education Facility
 Equestrian Facility
 Equipment Rental Service
 Essential Services
 Extractive / Quarry / Mining
 Farmers Market / Farm Stand
 Forestry Management Activities
 Firewood Processing and Sales
 Fuel Storage Depot, Bulk
 Function Hall / Lodge / Clubhouse
 Funeral Home
 Garden Materials Yard
 Gas Station
 General Contractor Yard
 Group Home, Large
 Group Home, Small
 Health Institution
 Home Occupation
 Hospice Facility
 Hotels / Large Inn
 Laundry Service
 Liquor Store
 Live Theater / Music / Entertainment
 Livestock, Personal use
 Manufacturing, Heavy
 Manufacturing, Light
 Marijuana Home Cultivation
 Mass Gathering
 Medical Marijuana Small-Scale Caregiver Operation
 Midway / Fair
 Minimart
 Mobile Home
 Mobile Home Park
 Mobile Temporary Vendor
 Motel
 Movie Theater
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Outdoor Flea Market / Open Air Market
 Park and Recreational Services
 Parking Garage
 Pawn Shop
 Professional Office and Service

Public Building
Public Open Space
Recreation, Indoor
Recreation, Outdoor
Redemption / Recycling / Transfer Facility
Religious Assembly
Research Facility
Restaurant
Restaurant, Drive-Thru
Retail Business, Large
Retail Business, Small
Salvage Yard
Sawmill
Self-Storage Facility
Vehicle and Small Engine Repair Shop
Veterinary Service
Warehousing and Distribution
Water Extraction, Small Scale

G. Lakeside Neighborhood District (LN)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 9 of 11.

1. Purpose

Lakeside Neighborhood includes the mostly residential areas that surround Bridgton's lakes. Regulation in this District intends to protect access for residents while also protecting lakes from excessive development activity. There are seasonal businesses located in Lakeside Neighborhood—summer camps, campgrounds, and lodging—the continued use of these properties is supported. New construction should be compatible with adjacent structures. Special care should be taken to protect existing native vegetation in these critical watershed areas.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the balance of natural vegetation, protecting the watershed from over development.

- a. Minimum Lot Size: 50,000 square feet.
- b. Minimum Lot Frontage: 100 feet.
- c. Maximum Lot Coverage: 30%.

3. Building

a. Placement

The intent for regulating the placement of a Structure in this District is to preserve the natural and wooded character of this District.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all Structures): 20 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 10 feet.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a Structure's Height is to ensure that new Structures coexist in harmony with existing Structures in the District.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a buildings' windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not required in this District.

5. Garages and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

Not regulated in this District.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating landscaping as a part of a construction project is to protect the character of this district.

While there are no regulations regarding landscaping in this District, careful planning and oversight is encouraged so that native vegetation is preserved wherever possible, and tree plantings and green space created in keeping with the purpose for this district.

8. Sidewalks

Not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, ECO-Tourism
- Agriculture, Non-Commercial
- Bed and Breakfast / Small Inn
- Boat Launching Facility
- Boat Sales Service and Storage, Outdoor
- Boat Sales, Service and Storage, Indoor
- Campground
- Cemetery
- Children's Summer Camp
- Community Center
- Community Garden
- Day Care Facility
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Detached In-law Apartment
- Dwelling, Multi-family
- Dwelling, Single Family
- Dwelling, Two Family
- Essential Services
- Forestry Management Activities
- Group Home, Small
- Home Occupation
- Hospice Facility
- Hotels / Large Inn
- Live Theater / Music / Entertainment
- Livestock, Personal use
- Marijuana Home Cultivation
- Marina
- Mass Gathering
- Medical Marijuana Small-Scale Caregiver Operation
- Motel
- Neighborhood Convenience Store
- Office Building, Small
- Park and Recreational Services
- Public Building
- Public Open Space
- Religious Assembly
- Research Facility

H. Outer Village District (OV)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 10 of 11.

1. Purpose

The Outer Village District represents the small village nodes, where residential density has developed over time. Regulation for this district intends to protect special and historic neighborhood features and identities, and support small, compatible, community-serving businesses. These neighborhoods provide limited, suburban or rural residential development opportunities as a transition to rural areas.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the character of this District.

- a. Minimum Lot Size: 20,000 square feet.
- b. Minimum Lot Frontage: 75 feet.
- c. Maximum Lot Coverage: Not applicable to this District.

3. Building

a. Placement

The intent for regulating the placement of a Structure in this District is to preserve the character of this District.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all structures): 20 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 10 feet.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a Structure Height is to ensure that new Structures coexist in harmony with existing Structures in this District.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not required in this District.

5. Garages and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. Commercial parking at side or back of building
- b. Driveways:
 - i. Residential: maximum width, 15 feet
 - ii. Commercial: Minimum width, 20 feet; Maximum width, 22 feet.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating landscaping as a part of a construction project is to protect the character of the District.

Not regulated in this District.

While landscaping is not regulated in this District, developers are encouraged to plant trees and create green space where appropriate to enhance the livability of the neighborhood.

8. Sidewalks

Not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

Accessory Use
 Agriculture, ECO-Tourism
 Agriculture, Non-Commercial
 Ambulance Service
 Auctions / Auction House
 Bank
 Bar / Tavern / Cocktail Lounge
 Bed and Breakfast / Small Inn
 Boarding House
 Brewery / Distillery / Winery
 Community Center
 Community Garden
 Day Care Facility
 Dwelling, Above Commercial
 Dwelling, Attached In-law Apartment
 Dwelling, Detached In-law Apartment
 Dwelling, Multi-family
 Dwelling, Single Family
 Dwelling, Two Family
 Education Facility
 Essential Services
 Farmers Market / Farm Stand
 Forestry Management Activities
 Function Hall / Lodge / Clubhouse
 Funeral Home
 Group Home, Small
 Home Occupation
 Hospice Facility
 Hotels / Large Inn
 Laundry Service
 Live Theater / Music / Entertainment
 Marijuana Home Cultivation
 Mass Gathering
 Medical Marijuana Small-Scale Caregiver Operation
 Midway / Fair
 Mobile Temporary Vendor
 Motel
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Outdoor Flea Market / Open Air Market
 Park and Recreational Services
 Professional Office and Service
 Public Building
 Public Open Space
 Recreation, Indoor

Religious Assembly
Research Facility
Restaurant
Retail Business, Small

I. Rural Neighborhood District (RN)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 11 of 11.

1. Purpose

Regulation in this District is intended to protect the rural character and natural beauty of these areas, while supporting low-density residential development at no more than one unit per two acres. Cluster development, allowing smaller lots or condominium clusters to occupy a percentage of the land in order to preserve open space and environmental features, is encouraged. Small scale, low intensity rural-serving commercial and agricultural uses may be directed to locate at intersections of arterial roads or major crossroads.

2. Open and Buildable Area

The intent of regulating Open Space and Buildable Area is to preserve and enhance the character of this District.

- a. Minimum Lot Size: 40,000 square feet for Retail Business use; 80,000 square feet for all other uses.
- b. Minimum Lot Frontage: 100 feet.
- c. Maximum Lot Coverage: 30%.

3. Building

a. Placement

The intent for regulating the placement of a Structure on a lot is to preserve the character of this District.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all Structures): 75 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 25 feet.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a Structure's Height is to ensure that new Structures coexist in harmony with existing Structures in the District.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not required in this District.

5. Garages and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. Commercial: Commercial parking is required to be located at side or back of building. No parking in front of the building.
- b. Driveway:
 - i. Residential: Maximum Width: 15 feet
 - ii. Commercial: Minimum Width: 20 feet; Maximum Width: 22 feet.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating plantings as a part of a construction project is to protect the character of this district.

Not regulated in this District.

8. Sidewalks

Sidewalks shall be required along any arterial or Public Lot Line of the property, unless otherwise required by Maine Department of Transportation, or an alternate trail, bike path, or transit stop is provided.

Not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, Commercial
- Agriculture, ECO-Tourism
- Agriculture, Non-Commercial
- Agriculture, Piggery
- Agriculture, Poultry
- Agriculture, Products Processing
- Ambulance Service
- Animal Shelter
- Assisted Living Facility
- Auctions / Auction House
- Bed and Breakfast / Small Inn
- Boarding House
- Boarding Kennel
- Boat Sales, Service and Storage, Outdoor
- Boat Sales, Service and Storage, Indoor
- Building Materials Yard
- Campground
- Cemetery
- Children's Summer Camp
- Communication Service
- Community Center 77
- Community Garden
- Day Care Facility
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Detached In-law Apartment
- Dwelling, Multi-family
- Dwelling, Single Family
- Dwelling, Two Family
- Education Facility
- Equestrian Facility
- Essential Services
- Extractive / Quarry / Mining
- Farmers Market / Farm Stand
- Firewood Processing and Sales
- Forestry Management Activities
- Function Hall / Lodge / Clubhouse

Garden Materials Yard
General Contractor Yard
Group Home, Large
Group Home, Small
Health Institution
Home Occupation
Hospice Facility
Live Theater / Music / Entertainment
Livestock, Personal use
Manufacturing, Light
Marijuana Home Cultivation
Mass Gathering
Medical Marijuana Small-Scale Caregiver Operation
Midway / Fair
Mobile Home
Mobile Home Park
Outdoor Flea Market / Open Air Market
Park and Recreational Services
Public Building
Public Open Space
Recreation, Indoor
Recreation, Outdoor
Religious Assembly
Research Facility
Retail Business, Small
Sawmill
Solar Farm
Vehicle and Small Engine Repair Shop
Veterinary Service
Water Extraction, Small Scale

Section 3. Tables

A. Land Uses by District

The following table sets out land uses for each district. In case of any difference of meaning or implication between the text of this Ordinance and the following table, the text shall control.

A yes(y) means that the use is permitted, and the applicant should initiate any application process by contacting the Code Enforcement Officer.

Districts

Downtown Village Business District I Ground Story	DVB-I	Outer Corridor	OC
Downtown Village Business District I Upper Stories	DVB-I	Mixed Use Corridor	MUC
Downtown Village Business District II	DVB-II	Lakeside Neighborhood	LN
Downtown Village Neighborhood	DVN	Outer Village	OV
Inner Corridor	IC	Rural Neighborhood	RN

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Accessory Use	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	
Agriculture, Commercial	N	N	N	N	Y	Y	Y	N	N	Y	
Agriculture, ECO - Tourism	N	N	N	N	N	N	Y	Y	Y	Y	
Agriculture, Non-Commercial	N	N	Y	Y	Y	Y	Y	Y	Y	Y	
Agriculture, Piggery	N	N	N	N	N	N	N	N	N	Y	
Agriculture, Poultry	N	N	N	N	N	N	N	N	N	Y	
Agriculture, Products Processing	N	N	N	N	N	Y	Y	N	N	Y	
Ambulance Service	N	N	N	N	Y	Y	Y	N	Y	Y	
Animal Shelter	N	N	N	N	Y	Y	Y	N	N	Y	
Aquaculture	N	N	N	Y	Y	Y	Y	N	N	N	
Assisted Living Facility	N	N	N	Y	Y	Y	Y	N	N	Y	
Auctions / Auction House	N	N	N	N	Y	Y	Y	N	Y	Y	
Auto Repair Service	N	N	N	N	Y	Y	Y	N	N	N	
Auto Sales and Service	N	N	N	N	Y	Y	Y	N	N	N	
Auto Washing Service	N	N	N	N	Y	Y	Y	N	N	N	

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Bank	Y	Y	N	N	Y	Y	Y	N	Y	N	
Bar / Tavern / Cocktail Lounge	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Bed and Breakfast / Small Inn	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Boarding House	N	Y	Y	Y	Y	N	Y	N	Y	Y	
Boarding Kennel	N	N	N	N	Y	Y	Y	N	N	Y	
Boat Launching Facility	N	N	N	N	N	N	N	Y	N	N	
Boat Sales Service and Storage, Outdoor	N	N	N	N	Y	Y	Y	Y	N	Y	
Boat Sales, Service and Storage, Indoor	N	N	N	N	Y	Y	Y	Y	N	Y	
Brewery / Distillery / Winery	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Building Materials Yard	N	N	N	N	N	Y	Y	N	N	Y	
Campground	N	N	N	N	N	N	Y	Y	N	Y	
Cemetery	N	N	N	N	N	Y	Y	Y	N	Y	
Children's Summer Camp	N	N	N	N	N	N	Y	Y	N	Y	
Communication Service	N	N	N	N	Y	Y	Y	N	N	Y	
Community Center	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	
Community Garden	N	N	N	Y	N	Y	Y	Y	Y	Y	
Day Care Facility	N	N	Y	N	Y	Y	Y	Y	Y	Y	
Dwelling, Above Commercial	N	Y	Y	Y	Y	N	Y	Y	Y	Y	5 ac required for residential home
Dwelling, Attached In-law Apartment	N	Y	Y	Y	Y	Y*	Y	Y	Y	Y	5 ac required for residential home
Dwelling, Detached In-law Apartment	N	N	N	Y	Y	Y*	Y	Y	Y	Y	5 ac required for residential home
Dwelling, Multi-family	N	Y	Y	Y	Y	Y*	Y	Y	Y	Y	5 ac required for residential home
Dwelling, Single Family	N	Y	Y	Y	Y	Y*	Y	Y	Y	Y	5 ac required for residential home
Dwelling, Two Family	N	Y	Y	Y	Y	Y*	Y	Y	Y	Y	5 ac required for residential home
Education Facility	Y	Y	Y	N	Y	Y	Y	N	Y	Y	

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Equestrian Facility	N	N	N	N	N	Y	Y	N	N	Y	
Equipment Rental Service	N	N	N	N	Y	Y	Y	N	N	N	
Essential Services	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Extractive / Quarry / Mining	N	N	N	N	N	N	Y	N	N	Y	
Farmers Market / Farm Stand	Y	N	Y	N	Y	Y	Y	N	Y	Y	
Firewood Processing and Sales	N	N	N	N	Y	Y	Y	N	N	Y	
Forestry Management Activities	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Fuel Storage Depot, Bulk	N	N	N	N	N	Y	Y	N	N	N	
Function Hall / Lodge / Clubhouse	N	N	Y	N	Y	Y	Y	N	Y	Y	
Funeral Home	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Gas Station	N	N	N	N	Y	Y	Y	N	N	N	
General Contractor Yard	N	N	N	N	N	Y	Y	N	N	Y	
Group Home, Large	N	N	N	N	Y	N	Y	N	N	Y	
Group Home, Small	N	N	Y	Y	Y	N	Y	Y	Y	Y	
Health Institution	N	N	N	N	Y	Y	Y	N	N	Y	
Home Occupation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Hospice Facility	N	N	N	N	Y	Y	Y	Y	Y	Y	
Hotels / Large Inn	Y	Y	Y	N	Y	Y	Y	Y	Y	N	
Laundry Service	N	N	N	N	Y	Y	Y	N	Y	N	
Liquor Store	Y	N	Y	N	Y	Y	Y	N	N	N	
Live Theater / Music / Entertainment	Y	N	Y	N	Y	Y	Y	Y	Y	Y	
Livestock, Personal use	N	N	N	N	N	Y	Y	Y	N	Y	
Manufacturing, Heavy	N	N	N	N	N	Y	Y	N	N	N	
Manufacturing, Light	N	Y	N	N	Y	Y	Y	N	N	Y	
Marjuana Establishment	N	N	N	N	Y	Y	N	N	N	N	
Marjuana Home Cultivation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Marina	N	N	N	N	N	N	N	Y	N	N	
Mass Gathering	Y	N	Y	N	Y	Y	Y	Y	Y	Y	

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Medical Marijuana Small-Scale Caregiver Operation	N	N	Y	Y	Y	Y	Y	Y	Y	Y	
Minimart	N	N	N	N	Y	Y	Y	N	N	N	
Mobile Home	N	N	N	N	N	N	Y	N	N	Y	
Mobile Home Park	N	N	N	N	N	N	Y	N	N	Y	
Mobile Temporary Vendor	Y	N	Y	N	Y	Y	Y	N	Y	N	
Motel	N	N	Y	N	Y	Y	Y	Y	Y	N	
Movie Theater	Y	Y	Y	N	Y	Y	Y	N	N	N	
Neighborhood Convenience Store	Y	Y	Y	N	Y	Y	Y	Y	Y	N	
Office Building, Large	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Office Building, Small	Y	Y	Y	N	Y	Y	Y	Y	Y	N	
Outdoor Flea Market / Open Air Market	N	N	N	N	N	Y	Y	N	Y	Y	
Park and Recreational Services	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Parking Garage	Y*	Y*	Y	N	Y	Y	Y	N	N	N	Structure(s), entries and exits may not front or utilize Main Street
Pawn Shop	N	N	N	N	Y	Y	Y	N	N	N	
Professional Office and Service	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Public Open Space	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Recreation, Indoor	Y	N	Y	N	Y	Y	Y	N	Y	Y	
Recreation, Outdoor	N	N	N	N	Y	Y	Y	N	N	Y	
Redemption / Recycling / Transfer Facility	N	N	Y	N	Y	Y	Y	N	N	N	
Religious Assembly	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Research Facility	N	Y	Y	N	Y	Y	Y	Y	Y	Y	
Restaurant	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Restaurant, Drive-Thru	N	N	N	N	Y	Y	Y	N	N	N	
Retail Business, Large	Y	N	N	N	Y	Y	Y	N	N	N	
Retail Business, small	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Retail Fuel Distributor	N	N	N	N	N	Y	Y	N	N	N	
Sawmill and Related Operation's	N	N	N	N	N	Y	Y	N	N	Y	
Self-Storage Facilities	N	N	N	N	N	Y	Y	N	N	N	
Solar Farm	N	N	N	N	N	Y	N	N	N	Y	
Summer Camps – boys & girls	N	N	N	N	N	N	Y	Y	N	Y	
Theaters - Movie	Y	Y	Y	N	Y	Y	Y	N	N	N	
Vehicle & Small Engine Repair Shop	N	N	N	N	N	Y	Y	N	N	Y	
Salvage Yard	N	N	N	N	N	Y	Y	N	N	N	A minimum lot size of 25 ac is required
Veterinary Services	N	N	N	N	Y	Y	Y	N	N	Y	
Warehousing & Distribution	N	N	N	N	N	Y	Y	N	N	N	
Water Extraction, Large Scale	N	N	N	N	N	Y*	N	N	N	N	A minimum lot size of 100 ac is required
Wind Farm	N	N	N	N	N	N	N	N	N	N	

B. Dimensional Requirements by District

The following table sets out dimensional requirements for each district. In case of any difference of meaning or implication between the text of this Ordinance and the following table, the text shall control.

	DVB I	DVB II	DVN	IC	OC	MUC	LN	OV	RN
Minimum Lot Size (sq. ft.)	2500	20,000	20,000	40,000	80,000	80,000	50,000	20,000	80,000 ⁴
Minimum Lot Frontage (ft.)	None	None	100	None	None	200	100	75	100
Maximum Lot Coverage	N/A	N/A	N/A	N/A	N/A	50%	30%	N/A	30%
Maximum Front Setback Line, Principal Buildings (ft.)	6	15	25	25	None	None	None	None	None
Minimum Front Setback Line (ft.)	0	10	0	15	75/25 ¹	75	20	20	75
Minimum Setback Line from Common Lot Line (ft.)	2	5	10	15	15/25 ²	15/25 ³	10	10	25
Minimum Setback Line from DVN, MUC, LN, OV, or RN district boundary (ft.)	N/A	N/A	N/A	20	20	N/A	N/A	N/A	N/A
Maximum Height (ft.)	35	35	35	45	60	35/60 ⁵	35	35	35

¹ 75 ft. from SR 302; 25 ft. from any other Public Lot Line.

² 15 ft. for Accessory Residential Structures; 25 feet for all other Structures.

³ 15 ft. for Single Family Dwellings; 25 ft. for all other Structures.

⁴ 40,000 sq. ft. for Retail Business Use; 80,000 for all other uses.

⁵ 35 ft. for Single Family, Two Family, and Multi-Family Dwellings and accessory structures; 60 ft. for all other Principal Structures.

ARTICLE III. REQUIREMENTS FOR ALL DISTRICTS

Section 1. General Requirements

No use is allowed unless it is listed as an allowed use in this Ordinance and any use not expressly allowed in a District shall be prohibited in that District.

ARTICLE IV. ADMINISTRATION

Section 1. Permit Required

Unless otherwise provided, no Structure, or part thereof, shall be erected, altered, improved, renovated, enlarged, moved, or demolished and no use shall be changed or expanded without a written permit issued by the Code Enforcement Officer or the Planning Board. Such a permit shall be issued only if the application materials, building plans and proposed uses comply with the requirements of this Ordinance and all other applicable laws, regulations and Ordinances.

Section 2. No Permit Required

No building permit shall be required for the following Structures or uses:

- A. Free-standing Structures Accessory to Residential uses not more than 100 square feet in area and not exceeding 10 feet in Height.
- B. Maintenance of Structures, including, but not limited to, insulation, plumbing, painting, re-roofing, and minor efficiency upgrades such as replacement doors or windows.
- C. Enclosure of a pasture or area with a fence.
- D. Projects, which in total concept do not exceed \$900.00 in fair market value (labor and materials).

Section 3. Issuance and Time Limits of Permits

Each permit shall be issued in writing in duplicate with one copy to the applicant and one copy, including any conditions or exceptions attached thereto, kept on file in the Town office.

If no start is made on the construction or use for which a permit was issued within one year of the date of the permit, the permit shall lapse and become void. A permit shall expire if the construction for which the permit was issued is not substantially started within two years of the date of issuance of the permit, or if the use for which the permit was issued is discontinued for a term of 12 or more months. The Code Enforcement Officer may issue a temporary certificate of occupancy or a permit extension for one additional year if, in the Code Enforcement Officer's judgment, reasonable progress is being made and nuisance conditions do not exist. Extensions beyond one year shall require a new permit.

Section 4. Application Requirements

Each application for a permit required under this Ordinance shall be filed in written form with the Code Enforcement Officer. The Code Enforcement Officer will determine the required application(s) to complete, and the review and approval authority. The Code Enforcement Officer will follow the Site Plan Review Ordinance and all other relevant ordinances in making this determination.

Section 5. Suspension and Revocation of Permits

A permit may be suspended or revoked if:

- A. The permit was issued on incomplete or false information, or continuation of the work authorized would result in a violation of applicable laws, regulations or Ordinances;
- B. A violation was created during the completion of work initially authorized by the permit;

- C. The continuation of the work authorized is endangering or may endanger the safety, health or general welfare of the public;
- D. The scope of the work for which the permit was issued is or has been exceeded; or
- E. The Code Enforcement Officer is unable to determine the continued validity of a permit, in which case the Code Enforcement Officer shall suspend the permit, without penalty, and require the permit holder to file an appeal.

A notice of suspension pursuant to this paragraph shall be in writing, stating the reason for the suspension, the corrective measures to be taken, and the period of time given to the applicant to correct the violation. The suspension of a permit shall apply only to that segment of the work authorized which is, or will create, a violation. Such suspension shall cease when the Code Enforcement Officer certifies that the violation or potential violation ceases to exist. When cause for suspension has been removed or corrected, the Code Enforcement Officer shall so certify, in writing, and state the reason for the suspension, the corrective measures taken, and the period of time which the applicant had to correct the violation.

If, within the time specified for correction, the violation has not been corrected or removed, the suspension may be continued, or the Code Enforcement Officer may then revoke the permit.

When a permit is revoked, the Code Enforcement Officer shall prepare a statement stating the reasons for revocation, and the corrective measures, if any, that may be

taken to correct the violation. Such revocation statement shall include a time period given to correct the violation and shall remain in force until (i) the Code Enforcement Officer determines that the work for which the permit was issued will not result in a new or continued violation, (ii) the violation has been removed or otherwise discontinued, or (iii) a new permit has been issued. During the period of revocation, no work, other than the corrective measures directed by the Code Enforcement Officer, shall continue on a project for which a permit was issued except as may be required in the interest of public safety, health and welfare or protection of property, such work having the written approval of the Code Enforcement Officer.

Section 6. Certificates of Occupancy

After a building, Structure, or part thereof has been erected, altered, improved, renovated, enlarged, moved, or demolished and before a use has been initiated, changed or expanded, a certificate of occupancy shall be obtained from the Code Enforcement Officer before the same may be occupied or used. A certificate of occupancy is also required for the following:

- A. An increase in the number of Housing Units in a Structure, or on a lot;
- B. The establishment or change in the use of a Home Occupation;
- C. A change in the use of a nonconforming Structure or lot; or
- D. Occupancy and use, or change of use, of vacant land.

ARTICLE V. ENFORCEMENT

Any violation of this Ordinance shall be deemed to be a nuisance. Failure to comply with the terms and conditions of any permit or approval granted under this Ordinance shall be a violation of this Ordinance. The Code Enforcement Officer shall enforce the provisions of this Ordinance in accordance with 30-A M.R.S.A. §§ 4451-4454.

Section 1. Authority

The Code Enforcement Officer shall be appointed or reappointed annually and, if certified in accordance with 30-A M.R.S.A. § 4451, shall have all of the powers and authorities described in 30-A M.R.S.A. § 4452, as the same may be amended.

A. Enforcement and Notice of Violation

The Code Enforcement Officer shall enforce the provisions of this Ordinance and the terms and conditions of any permit or approval granted under this Ordinance, including approvals from the Code Enforcement Officer, Department Heads, Planning Board and Board of Appeals. If, after investigation, the Code Enforcement Officer finds that any provision of this Ordinance or any term or condition of any permit or approval granted under this Ordinance is being violated, he/she shall give written notice in person or by certified mail, return receipt requested, of such violation to the owner or the occupant of such premises, or to any other person responsible for such violation, indicating the nature of the violation and ordering that action necessary to correct it, including discontinuance of illegal use of land, buildings or Structures, or work being done, removal of illegal buildings or Structures, and abatement of nuisance conditions, be taken within some designated reasonable time. A copy of such notice shall be submitted to the Select Board and shall be maintained as a permanent record.

B. Inspection and Investigation

The Code Enforcement Officer shall conduct on-site inspections to ensure compliance with all applicable laws and all terms and conditions attached to permits and approvals under this Ordinance. The Code Enforcement Officer shall also investigate all complaints of alleged violations of this Ordinance.

C. Records

The Code Enforcement Officer shall keep a complete record of all essential transactions of the office, including applications submitted, permits granted or denied, variances granted or denied by the Board of Appeals, revocation actions, revocation of permits, appeals, court actions, violations investigated, violations found, and fees collected. On an annual basis, a summary of this record shall be submitted to the Director of the Bureau of Land and Water Quality within the Department of Environmental Protection.

Section 2. Penalties

A. Actions and Consent Agreements

1. If, after notice given, a violation or nuisance condition is not abated or corrected within the specified time, the Code Enforcement Officer shall report same to the Select Board. The Code Enforcement Officer's report shall indicate the additional enforcement actions that he/she intends to take and whether the Town Attorney has been consulted or will subsequently be involved. At its next meeting, the Select Board shall consider whether to accept, reject or modify the Code

Enforcement Officer's report. The Select Board shall not entertain comment from the person alleged to have violated this Ordinance nor shall it take any evidence relating to whether a violation has in fact occurred.

2. The Select Board or its authorized agent is hereby authorized to enter into administrative consent agreements for the purpose of eliminating violations of this Ordinance and recovering fines without court action.

B. Fines and Penalties

1. Any person who violates any term or condition of an approval from the Code Enforcement Officer, Department Heads, Planning Board or Board of Appeals or who continues to violate any other provision of this Ordinance after receiving notice of such violation shall be subject to such fines, penalties, actions and orders as are authorized by 30-A M.R.S § 4452, as same may be amended. A fine or penalty may be imposed for each violation. Each day of violation after notification shall constitute a separate offense with respect to each violation.
2. Any contractor involved in any activity regulated by the provisions of this Ordinance may be held liable for fines for violating this Ordinance if the necessary permits for said activity have not been obtained.
3. Any person, including, but not limited to, a landowner, the landowner's agent, tenant, or contractor, who violates any provision of this Ordinance shall be liable for the penalties set forth in 30-A MRS § 4452 as may be amended, including attorney fees.

Section 3. Validity and Severability

The invalidity of any section, provision or article of this Ordinance shall not affect the validity of any other section, provision or article of this Ordinance.

Section 4. Authority, Appeals and Variances

A. Authority

The Board of Appeals of the Town of Bridgton may, upon written application of an aggrieved party, hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by, or failure to act by, the code enforcement officer or planning board in the administration or enforcement of the provisions of this Ordinance. The Board of Appeals may grant a variance from the requirements of this Ordinance consistent with state law and the provisions of this Section 4.

B. Appeals

1. Any person, firm or corporation aggrieved by a decision of the Code Enforcement Officer ("CEO") or Planning Board may appeal such decision to the Board of Appeals within 30 days of the written decision by filing an appeal at the office of the Town Clerk on forms approved by the Board of Appeals.
2. The fee established by the Board of Selectmen (see fee schedule) shall be paid at the time of filing the appeal to cover the cost of notice and advertising. An escrow fee also established by the Board of Selectmen shall be paid for miscellaneous services rendered in processing the application. Any unused portion of the escrow shall be returned to the appellant.

3. The Board of Appeals shall hold a public hearing on each appeal. In appeals involving the use of buildings or lots, at least twelve (12) days prior to the public hearing, the Board of Appeals shall notify by mail the owners of all property within five hundred (500) feet of the lots involved of the nature of the appeal and the time and place of the public hearing. In the case of appeals involving lot size, lot frontage, lot coverage, fenestration, setback, height or other space and bulk regulations or interpretation, at least twelve (12) days prior to the public hearing, the Board of Appeals shall notify by mail the owners of property abutting the property for which an appeal is taken of the nature of the appeal and of the time and place of the public hearing. For the purposes of this section, the owners of property shall be considered to be the parties listed in the most recent version of the Town of Bridgton Assessing Office Property Owner Lists available at the Town of Bridgton Municipal Office created by the Town of Bridgton Assessing Department and amended periodically. Failure of any property owner to receive a notice of public hearing shall not necessitate another public hearing or invalidate any action of the Board of Appeals.
4. Appeals from decisions of the CEO, the Local Plumbing Inspector, and the Planning Board made without conducting a public hearing, shall be de novo. The CEO shall transmit to the Board of Appeals the decision and all documents and other evidence on which the decision was based which may be considered as evidence in the de novo proceeding. The Board of Appeals shall conduct a public hearing at which all persons shall have the right to present additional testimony and documentary evidence. At the public hearing, any party shall have the right to cross-examine witnesses. The standard of review shall be whether, on the basis of the evidence before the Board of Appeals, the application conforms to the requirements of the Ordinance. The burden of proof shall be upon the applicant for the permit or approval. The Board of Appeals shall have authority to grant or deny a permit or approval or to remand the matter to the CEO, Local Plumbing Inspector, or Planning Board for further proceedings.
5. Appeals from decisions of the Planning Board made after conducting a public hearing shall be purely appellant. The CEO shall transmit to the Board of Appeals the decision of the Planning Board and all documents and other evidence comprising the record on which the Planning Board decision was based. The Board of Appeals shall conduct a public proceeding at which all persons shall have the right to present legal argument concerning the decision of the Planning Board. The Board of Appeals shall not permit the introduction of additional testamentary or documentary evidence. The standard of review shall be whether the decision of the Planning Board was arbitrary or capricious, based on error of law or on findings of fact not supported by substantial evidence in the record. The Board of Appeals shall have authority to sustain or reverse a decision of the Planning Board or to remand the matter to the Planning Board for further proceedings.
6. The Board of Appeals shall not continue a public hearing on an appeal to a future date except for good cause.
7. The affirmative vote of three members of the Board of Appeals shall be necessary to grant an approval or permit on appeal from a decision of the CEO or Local Plumbing Inspector, or to grant an appeal from a decision of the Planning Board. The failure of the Board of Appeals to issue a written notice of its decision, directed to the appellant by registered mail, within thirty-five (35) days of the close of the public hearing shall constitute a denial of the appeal.
8. Any aggrieved party may appeal a decision of the Board of Appeals to Maine Superior Court within 45 days of the date of the vote of the Board of Appeals in accordance with 30-A M.R.S.A. § 2691 and Rule 80B of the Maine Rules of Civil Procedure.

C. Variances

1. Granting of Variance to be Handled Strictly

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 so doing may impose such conditions to a variance as it deems necessary. The party receiving the variances shall comply with any conditions imposed.

2. Copy of Application to Department of Environmental Protection

For any variance application within the Shoreland Zone, a copy of each variance request, including the application and all supporting information supplied by the applicant, shall be forwarded by the Board of Appeals to the Commissioner of the Department of Environmental Protection at least twenty (20) days prior to action by the Board of Appeals. Any comments received from the Commissioner prior to the action by the Board of Appeals shall be made part of the record and shall be taken into consideration by the Board of Appeals.

3. Variance, General

Except as otherwise provided in subsections 4, 5, and 6, below, a variance may be granted by the Board of Appeals:

- a. Only when strict application of the Ordinance, or a provision thereof, to the petitioner and the petitioner's property would cause undue hardship; and
- b. When the proposed Structure or use would meet all the provisions of this Ordinance except for the specific provision(s) from which relief is sought.

Variances shall not be granted for establishment of any uses otherwise prohibited by this Ordinance.

For purposes of this subsection, the words "undue hardship" shall mean:

- a. That the land in question cannot yield a reasonable return unless a variance is granted;
- b. That the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood;
- c. That the granting of the variance will not alter the essential character of the locality; and
- d. That the hardship is not the result of action taken by the applicant or a prior owner.

4. Variance from Dimensional Standards

- a. The Board of Appeals may grant a variance from the dimensional standards of this Ordinance when strict application of the provisions of the Ordinance would create a practical difficulty, as defined herein, and when the following conditions exist:
 - i. The need for a variance is due to the unique circumstances of the property, and not to the general conditions in the neighborhood;

- ii. The granting of a variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use or fair market value of abutting properties;
 - iii. The practical difficulty is not the result of action taken by the applicant or a prior owner;
 - iv. No other feasible alternative is available to the applicant;
 - v. The granting of a variance will not have an unreasonably adverse effect on the natural environment; and
 - vi. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. § 435.
- b. As used in this subsection:
- i. “Dimensional standards” means and is limited to those provisions of this Ordinance which relate to lot area, Lot Coverage, Lot Frontage, and setback requirements.
 - ii. “Practical difficulty” means that the strict application of the Ordinance to the property for which a variance is sought would both preclude the ability of the applicant to pursue a use of the property which is permitted in the district in which the property is located and would result in significant economic injury to the applicant.
 - iii. “Significant Economic Injury” means the value of the property if the variance were denied would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

5. Setback Variance for Single Family Dwelling

- a. The Board of Appeals may grant a variance from required minimum and maximum setbacks from lot lines for a Single-Family Dwelling subject to the following limitations:
 - i. A variance granted under this subsection may not exceed twenty (20%) percent of the applicable setback requirement.
 - ii. A variance shall not be granted under this subsection if the variance would cause a violation of the Maximum Lot Coverage.
- b. The Board must find that strict application of the Ordinance to the applicant and the applicant’s property would cause undue hardship. For purposes of this subsection, the words “undue hardship” shall mean:
 - i. That the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood;
 - ii. That the granting of a variance will not alter the essential character of the locality;
 - iii. That the hardship is not the result of action taken by the applicant or a prior owner;
 - iv. That the granting of the variance will not substantially reduce or impair the use of the abutting property; and

- v. That the granting of a variance is based upon demonstrated need, not convenience, and no other feasible alternative is available.

6. Disability Variance

The Board of Appeals may grant a variance from setback requirements only to an owner of a Dwelling Unit, for the purpose of making that unit accessible to a person with a disability who resides in or regularly uses the unit. 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 unit 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 unit. 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.

7. Notice and Public Hearing

The Board of Appeals shall hold a public hearing on each variance request. At least twelve (12) days prior to the public hearing, the Board of Appeals shall notify by mail the owners of property abutting the property for which a variance is requested of the nature of the variance request and the time and place of the public hearing. For purposes of this section, the owners of property shall be considered to be the parties listed in the most recent version of the Town of Bridgton Assessing Office Property Owner Lists available at the Town of Bridgton Municipal Office created by the Town of Bridgton Assessing Department and amended periodically. Failure of any property owner to receive a notice of public hearing shall not necessitate another public hearing or invalidate any action of the Board of Appeals.

8. Recording

If the Board of Appeals grants a variance under this Article XV, a certificate indicating the name of the current property owner, identifying the property by reference to the last recorded deed in its chain of title, and indicating the fact that a variance, including any conditions on the variance, has been granted and the date of the granting, shall be prepared in recordable form. This certificate must be recorded by the applicant or owner of the Dwelling Unit in the Cumberland County Registry of Deeds within 90 days of the date of the final written approval of the variance or the variance is void. The variance is not valid until recorded as provided in this subsection. For the purpose of this subsection, the date of the final written approval shall be the date stated on the written approval.

9. Conflict with State Law

In the event of a conflict between this Article V and the provisions of state law governing variances, setback variances for single-family dwellings, variances from dimensional standards, or variances for disability structures, the State Law provisions shall control.

Section 5. Amendment

This Ordinance may be amended by secret ballot referendum vote or by written ballot at a regular or special Town Meeting, after a public hearing conducted by the Planning Board and the Board of Selectmen.

There shall be four methods for proposing amendments to this Ordinance, as follows:

A. Citizen Petition. Upon the written petition of a number of registered voters equal to at least 10% of the number of votes cast in the Town at the last gubernatorial election, but in no case fewer than 10 registered voters, the Board of Selectmen may insert in the warrant for a regular or special Town Meeting an article to amend this Ordinance, in accordance with applicable state law.

B. Property Owner. A property owner may submit a written request to the Planning Board to consider an amendment for recommendation to the Board of Selectmen, and the Planning Board shall conduct a public hearing on the request. Notice of the public hearing shall be provided as set forth in paragraph 5.E below.

1. The Planning Board, may, upon a written request from a property owner, submit a written request to the Board of Selectmen to insert in the warrant for a regular or special Town Meeting an article to amend this Ordinance.
2. Such request shall contain at a minimum the following materials:
 - a. An application form from the Code Enforcement Office;
 - b. A map showing the properties to be affected by the amendment and properties located within 600 feet of those properties;
 - c. A map showing the existing land uses at the time of application of the above-mentioned properties and area;
 - d. A narrative and evidence of how the requested change meets the policies and strategies in the most recently adopted Comprehensive Plan (including the Land Use Plan);
 - e. Other information necessary to illustrate the need for a change in the district or other standards in this Ordinance.
 - f. Within 30 days of submission of the written request, together with fees and materials, the Planning Board shall meet to determine if the application is complete for their review. A public hearing will be held within 45 days of the Planning Board finding the application complete.
 - g. At the public hearing, the Planning Board shall hear the request and accept public comment on the request. After the close of the hearing, the Planning Board shall determine whether to:
 - i. Recommend to the Board of Selectmen the written request as submitted;
 - ii. Recommend the request with amendments or conditions that would bring the proposal into conformance with the most recently adopted Comprehensive Plan; or,
 - iii. Take no action.
 - h. If the Planning Board takes no action on the written request, the property owner may seek other alternatives. Planning Board action under this Article is not subject to appeal.
 - i. The Planning Board shall submit its decision to the Board of Selectmen within 30 days of the close of the public hearing.

C. Planning Board.

The Planning Board may propose an amendment to this Ordinance, and the Planning Board shall conduct a public hearing on the proposed amendment. Notice of the public hearing shall be provided as set forth paragraph 5.E below.

At the public hearing, the Planning Board shall accept public comment on the proposal. After the close of the public hearing, the Planning Board shall determine whether to:

1. Recommend to the Board of Selectmen the proposal as originally contemplated by the Planning Board.
2. Recommend with amendments or conditions.
3. Take no action.

D. Board of Selectmen.

The Board of Selectmen may direct Town staff to prepare and submit a written request to the Planning Board to consider an amendment, and the Planning Board shall conduct a public hearing on this request. Notice of the Planning Board public hearing shall be provided as set forth in paragraph 5.E below.

E. Notice Requirements for Planning Board Hearing.

Prior to the amendment of this Ordinance or the Official Zoning Maps, the Planning Board shall post and publish notice of a public hearing in accordance with the following provisions.

1. The notice must be posted in the Bridgton Town office at least 13 days prior to the public hearing.
2. The notice must be published at least twice in a newspaper that complies with 1 M.R.S. Section 601 and that has a general circulation in the municipality. This requirement is typically met by publication in the Bridgton Daily News.
3. The date of the first publication shall be at least twelve days before the hearing and the date of the second publication shall be at least seven days before the hearing.
4. The notice must be written in plain English and be understandable by the average citizen.
5. If a proposed amendment to this Ordinance or the Official Zoning Maps will have the effect, within a geographically specific portion of the Town, of either prohibiting all industrial, commercial or retail uses where any of those uses is permitted, or permitting any industrial, commercial or retail uses where any of these uses is prohibited, the Planning Board shall give written notice to the owners of property in accordance with 30-A M.R.S. Section 4252(10) (A) and (B). For the purpose of notification, the owners of property shall be considered to be the persons listed in the most recent version of the Town of Bridgton Assessing Office Property Owner list. Notice shall be deemed received if mailed to an owner's last known address according to the Town tax records. Failure of any property owner to actually receive notice shall not necessitate another hearing or invalidate any actions of the Planning Board.
6. The provisions of 30-A M.R.S. Section 4352(10) shall apply to any action challenging the validity of an amendment to this Ordinance or the Official Zoning Maps based on the Town's failure to comply within subparagraph 5.E.v above.

7. Following the conclusion of the Planning Board's public hearing, the Planning Board shall make a recommendation to the Board of Selectmen whether to include the proposed amendment in a town meeting warrant.
8. After receiving the recommendation from the Planning Board, the Board of Selectmen, by a majority vote, shall determine whether the proposed amendment shall be placed on the town meeting warrant. If the proposed amendment is placed on the ballot for a referendum vote, the Board of Selectmen shall conduct a public hearing on the proposed article at least 10 days before the referendum vote. Notice of the Board of Selectmen's public hearing must be posted at least 7 days in advance of the public hearing.
9. The public hearings required to be held by the Planning Board and the Board of Selectmen may be combined into a single consolidated hearing attended by both boards provided that the notice requirements applicable to both the Planning Board and Board of Selectmen hearings are satisfied.

Section 6. Construction of Language

- A. In the interpretation and enforcement of this Ordinance, all words other than those specifically defined herein shall have their ordinarily accepted meaning unless a different meaning is clearly implied by the context in the Article in which they are used.
- B. The word "person" includes an individual, corporation, firm, governmental agency, municipality, trust, estate, partnership, association, a joint venture, or other legal entity.
- C. The words "shall" and "will" are mandatory; the word "may" is permissive.
- D. All references in this Ordinance to "Town", "The Town", "Bridgton", "the Town of Bridgton", and to any board, official or officer, unless clearly defined otherwise, shall be construed to be references to the Town of Bridgton, Maine, an incorporated municipality in the County of Cumberland County, State of Maine and its municipal boards, officials and officers.
- E. In case of any difference of meaning or implication between the text of this Ordinance and any map, illustration, or table, the text shall control.

ARTICLE VI. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article VI shall have the meanings set forth below for purposes of this Ordinance, regardless of whether or not the terms are capitalized; the singular shall include the plural, and the plural shall include the singular. Unless a general definition (such as, but not limited to, Agriculture, Commercial, Manufacturing, Retail Business, Home Occupation or Accessory Use) expressly includes a Marijuana Establishment, the definition shall not be construed so as to include a Marijuana Establishment.

Accessory Structure — A Structure that is subordinate and customarily incidental to the principal Structure on the same lot.

Accessory Use — A Use that is subordinate and customarily incidental to the principal use on the same lot.

Adult Use Marijuana Cultivation Facility — A “cultivation facility” as that term is defined in 28-B M.R.S. § 102(13), as amended, and its successor provisions.

Adult Use Marijuana Products Manufacturing Facility — A “products manufacturing facility” as that term is defined in 28-B M.R.S. § 102(43), as amended, and its successor provisions.

Adult Use Marijuana Store — A “marijuana store” as that term is defined in 28-B M.R.S. § 102(34), as amended, and its successor provisions.

Adult Use Marijuana Testing Facility — A “testing facility” as that term is defined in 28-B M.R.S. § 102(54), as amended, and its successor provisions.

Aggrieved Person or Party — A person who participated in a hearing, if one is held under this Ordinance, and who suffers a particularized injury as a result of the grant or denial of a permit, approval or variance under this Ordinance.

Agriculture — The production, breeding, keeping, or maintenance for sale or lease of plants or livestock, including, but not limited to, forage and sod crops, grain and seed crops, dairy animals and dairy products, poultry and poultry products, fruits and vegetables, and ornamental and greenhouse products. “Agriculture” does not include Forest Management Activities or Sawmills.

Agriculture, Commercial — Agriculture use whereby the principal use is any combination of Agriculture, including but not limited to agricultural composting operations, agricultural products, and agricultural support services, as those terms are defined in 7 M.R.S.A. § 152. This definition includes Accessory on-site Retail and off-site distribution.

Agriculture, Eco-Tourism — A range of activities, services and amenities provided by farmers and rural people to attract tourist to their area in order to supplement income for their primary business; does not include “Agriculture, Piggery” or “Agriculture, Poultry” as defined in this Ordinance.

Agriculture, Non-Commercial — Agriculture use primarily for household use; does not include “Agriculture, Piggery” or “Agriculture, Poultry” as defined in this Ordinance.

Agriculture, Piggery — A premises, area, fenced enclosure, building or structure, or portion thereof, used or designed for the production, keeping, or breeding of pigs, with more than two sows or twenty head; or of any smaller number if designed or operated in a manner that results in nuisance impacts on abutting or nearby properties.

Agriculture, Poultry — A premises, area, fenced enclosure, building or structure, or portion thereof, used or designed for the production, keeping, or breeding of poultry or fowl or production of eggs, for commercial purposes as a principal use; or for any purpose or as an Accessory Use, if designed or operated in a manner that results in nuisance impacts on abutting or nearby properties.

Agriculture, Product Processing — The processing of agricultural products into nonagricultural products, including without limitation food and drink products; does not include "Agriculture, Piggery" or "Agriculture, Poultry" as defined in this Ordinance.

Alley — A public or private right of way less than 22 feet wide that is primarily designed to serve as a secondary access to the rear or side of those properties whose principal frontage is on another street.

Ambulance Service — Facility for ambulance or paramedic services that are emergency services that treat illnesses and injuries that require an urgent medical response, and which provide out-of-hospital treatment and transport to definitive care.

Animal Breeding — The process of selective mating of animals; refer to Agriculture.

Animal Production — Refer to Agriculture.

Animal Shelter — Facility used to house or contain stray, homeless, abandoned, or unwanted animals that is owned, operated, or maintained by a public body, an established humane society, or other non-profit organization devoted to the welfare, protection, and humane treatment of animals.

Aquaculture — The hatching, raising, and breeding of fish or other aquatic animals and aquatic plants for sale.

Assisted Living Facility — Residence for the elderly that provides housing limited care, meals, personal care, and supervision; may provide other services, such as recreational activities, financial services, and transportation.

Attic Story — The space enclosed within the roof of a Structure that is not used for any commercial or residential purposes.

Auction/Auction House — A facility or place used for a public sale in which goods or property are sold to the highest bidder.

Auto Repair Service — Establishment primarily engaged in the maintenance and repair of passenger vehicles, pickup trucks, commercial trucks, and similar vehicles.

Auto Sales and Service — The use of any building, land area, or other premise principally for the display, sale, rental, or lease of new or used automobiles, light trucks, vans, trailers, or recreation vehicles. This use includes any vehicle preparation, warranty, or repair work conducted as an Accessory use.

Auto Washing Service — A facility used to clean the exterior and, in some cases, the interior of motor vehicles.

Awning — A secondary covering on a frame attached to the exterior wall of a building which when open projects away from that exterior wall.

Balcony — A projecting platform that is open and roofless and which is suspended or cantilevered from, or supported solely by, a Principal Building.

Bank — A financial institution open to the public that is engaged in deposit banking and/or that performs closely related functions such as making loans, investments, and fiduciary activities.

Bar/Tavern/Cocktail Lounge — A facility, building, or Structure primarily devoted to the serving of alcoholic beverages and which the service of food is only incidental to the consumption of such beverages. The term includes meeting places or non-profit organizations, if they are licensed to serve alcoholic beverages.

Basement — That portion of a building which is partly or completely below grade.

Bed and Breakfast/Small Inn — A private residence, which is the innkeeper's principal residence that offers sleeping accommodations to lodgers in eight or fewer rooms for rent with no provision for cooking in any individual guest room. A lodger is a person who rents a room in a Bed and Breakfast/Small Inn for less than 30 days. There shall be no provision for cooking in any individual guest room.

Block Corner — The intersection of two or more Public Lot Lines.

Boarding House — A residential structure in which six or fewer rooms, or rooms and meals, are provided to occupants for at least one week, with meals available only to the occupants. The building must be occupied by a resident owner or manager. There shall be no provision for cooking in any individual guest room; housekeeping services may be included.

Boarding Kennel — A place where domestic pets are housed temporarily for a fee.

Boat Launching Facility — A facility designed for the launching and landing of watercraft, which may include an access ramp, docking area, and parking spaces for boats and trailers.

Boat Sales, Service and Storage, Indoor — The sale, maintenance, and storage of watercraft totally within an enclosed building or Structure.

Boat Sales, Service and Storage, Outdoor — The sale, maintenance, and storage of watercraft wholly or partially in the open.

Brewery/Distillery/Winery — An establishment or place where beer, liquor or wine is made commercially, which may also be licensed to sell on the premises as a Bar/Tavern/Cocktail Lounge.

Buffer — A defined and described tract of land or parcel, or portion thereof, that is required to remain unaltered excepting any improvements to minimize erosion, noise or visual impact.

Buildable Area — The area of a parcel of land minus the area of all required Minimum Setback Areas and open space requirements.

Building Materials Yard — An outside storage area for material which is used in building and construction. Examples are roofing, fill material, wood, equipment, vehicles, machinery, paints, pipes, or electrical components.

Campground — An area devoted to overnight recreational or educational use where land area is divided into sites or lots for which a charge is made either on a short- or long-term basis by sale, rent or lease, or condominium-type of ownership.

Cemetery — An area devoted to the burial of the dead, including mausoleums, and related sales and maintenance facilities. This definition includes, but is not limited to, mortuaries when operated within the boundary of a cemetery.

Children's Summer Camp —A seasonal camp which may include seasonal buildings providing room, board, and recreational and athletic facilities for children during all or part of a vacation period, normally the summer, for a fee.

Cluster Housing Development —Detached or attached residential dwelling units placed on individual lots within an overall tract with the remaining area devoted to common open space.

Commercial —A use that involves the buying or selling of goods or services or the provision of facilities for a fee.

Common Lot Line — A lot line shared between properties other than a Public Lot Line.

Communication Service —Public and private companies in the telecom (landline and wireless), internet, cable, satellite, and managed services businesses, not including Communication Towers.

Communication Tower —Any structure, whether free-standing or in association with a building or other permanent structure, that is designed and constructed primarily for the purposes of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular phone towers, alternative tower structures, and similar structures.

Community Center —A place or building used by the public for meetings for social, educational, recreational activities, or similar uses, none of which are operated for profit.

Community Garden —A single piece of land gardened collectively by a group of people utilizing either individual or shared plots on private or public land.

Condominium — A form of housing tenure and other real property where a specified part of a piece of real estate is individually owned while use of and access to common facilities in the piece such as hallways, heating system, elevators, and exterior areas is executed under legal rights associated with individual ownership and controlled by the association of owners that jointly represent ownership of the whole piece.

Corner Lot — A lot abutting on and at the intersection of two or more streets.

Curb Cut — The connection to a street, or opening along the curb line, at which point vehicles may enter or leave the roadway.

Day Care Facility —A Maine-licensed facility operated for the purpose of providing care and protection during part of a 24-hour day to children or adults. This definition does not include the provision of such services in a Housing Unit where the lot owner is the proprietor of the business and where the use otherwise satisfies the requirements of a Home Occupation.

Density — The buildable area divided by the number of units.

Development — A change in land use involving alteration of the land, water, or vegetation, or the addition or alteration of structure or other construction not naturally occurring.

Dwelling, Above Commercial — A dwelling unit located on floor above a commercial business.

Dwelling, Attached In-law Apartment — A separate living space attached to or located within, a Single-Family Dwelling as a small accessory apartment; an Attached In-law Apartment must have its own entrance, kitchen, bathroom, and living space.

Dwelling, Detached In-law Apartment — A separate living space detached from, but accessory to, a Single-Family Dwelling such as a small guest house. A Detached In-law Apartment must have its own entrance, kitchen, bathroom, and living space.

Dwelling, Multi-Family — A building consisting of three (3) or more attached Dwelling Units.

Dwelling, Single Family — A building designed or intended to be used exclusively for residential occupancy by one family only and containing only one (1) dwelling unit, or one dwelling unit with an in-law apartment in a District where that type of in-law apartment is expressly permitted under this Ordinance.

Dwelling, Two Family — A building consisting of two (2) attached Dwelling Units.

Dwelling Unit—A Structure or portion thereof containing one or more rooms or group of rooms designed, built, and used for permanent or seasonal human habitation, with each such unit containing cooking, sleeping, and toilet facilities; except that "Dwelling Unit" shall not include motel units, hotel units, boarding houses, recreational vehicles ("RVs"), or other Residential units intended primarily for transient occupancy. The seasonal rental of Dwelling Units is considered a usual and normal use associated with a Dwelling Unit.

Education Facility — Any building or facility used for academic instruction of enrolled students, including but not limited to any nursery school, public or private school, college, university, medical school, law school, or career and technical education school.

Equestrian Facility — A facility for the purpose of accommodating, training, or competing equids, especially horses. Based on its use, an Equestrian Facility may be known as a barn, stables, or riding hall and may include commercial operations described by terms such as a boarding stable, livery yard, or livery stable.

Equipment Rental Service — A retail service providing machinery, equipment, and tools of various kinds and sizes (from earthmoving to powered access, from power generation to hand-held tools) for a limited period of time to final users that is stored in an enclosed indoor or outdoor space. It may be part of a larger retail building or facility such as a hardware store.

Essential Services — Facilities operated by governmental entities or public utilities for the transmission or distribution of water, gas, electricity, or communication or for the collection, treatment, and disposed of wastes, including, without limitation, towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants, and similar accessories but not buildings. Wastewater pump stations are not considered buildings for purposes of this definition.

Exempt Caregiver — A natural person who is a Medical Marijuana Registered Caregiver for no more than two family members or members of the Caregiver's household, is exempt from registration pursuant to 22 M.R.S. § 2423-A(3)(C), and may not possess more than 8 pounds of Marijuana.

Extractive/Quarry/Mining — Any processes that involve the extraction of raw materials from the earth to be used by businesses or consumers. The extractive industry consists of any operations that remove metals, minerals, aggregates, petroleum, or natural gas products from the earth. Examples of extractive industries include gravel extraction, oil and gas extraction, mining, dredging, and quarrying.

Family — One or more persons occupying a Dwelling Unit, whether or not related to each other by birth, adoption, or marriage, but not to consist of more than eight unrelated persons.

Farmers Market/Farm Stand — The seasonal selling or offering for sale at retail of home-grown vegetables or produce, or food products from said vegetables or produce, occurring in pre-designated area, where the vendors are generally individuals or registered farms who have raised the vegetables or produce or have taken the same on consignment for retail sale.

Fenestration — The design, location, or arrangement of windows and other exterior openings of a façade.

Firewood Processing and Sales — Cutting and splitting logs to produce firewood with machinery and/or manual handling for sale to retail customers.

Forestry Management Activities — Timber cruising and other forest evaluation activities, management planning activities, timber stand improvement, pruning, regeneration of forest stands, timber harvesting, and the construction, creation, or maintenance of logging roads and logging yards.

Fuel Storage Depot, Bulk — A stand-alone facility for the bulk storage of fossil fuels such as gasoline, diesel, propane, or natural gas primarily for distribution by motor vehicle to other locations; does not include underground storage tanks at gas stations.

Function Hall/Lodge/Clubhouse — A building or portion of a building for the purpose of hosting a party, banquet, wedding or other reception, or other social event. Special facilities such as functions halls, lodges, or club houses are some examples.

Funeral Home — An establishment and/or building with facilities for the preparation of the deceased for burial or cremation, for the display of the deceased, and for rituals connected with burial or cremation. A crematory may be included in the building or establishment.

Garage — An accessory structure on a residential lot for parking residents' vehicles.

Garden Materials Yard — An open space for the storage of plants, trees and shrubs, and associated materials and tools used for their cultivation for sale to a retail user.

Gas Station — Any building, land area, or other premises, or portion thereof, used for the retail dispensing or sales of vehicular fuels; and as an accessory use the sale of lubricants, tires, batteries, and similar vehicle accessories.

General Contractor Yard — An open area that a construction contractor uses for the storage of materials and equipment used for the projects; may include the contractors' primary office space.

Gross Floor Area — The sum of the horizontal areas of the stories of a building, measured from the exterior faces of exterior walls, or in the case of a common wall separating two buildings, from the center line of such common wall. Gross Floor Area shall exclude basements and attics.

Ground Story — The first floor of a building, other than a Basement.

Group Home, Large — A home where more than six unrelated people in need of care, support, or supervision can live together, such as, but not limited to, those who are elderly or mentally ill.

Group Home, Small — A home where six or fewer unrelated people in need of care, support, or supervision can live together, such as, but not limited to, those who are elderly or mentally ill.

Health Institution — A hospital, clinic, nursing or rehabilitation facility, or any other place for the care, treatment, or diagnosis of human ailments, other than a Professional Office or Hospice.

Height — The vertical distance of the highest point of the roof or any rooftop deck, fence, railing, widow's walk, or other rooftop structure or feature above the mean finished grade of the ground located within 5 feet of the building. For purposes of this definition, chimneys, heating/cooling appurtenances, ventilators, antennas, skylights, tanks, bulkheads, or solar panels shall not be considered part of the Height of a building or Structure. Domes, towers, or spires shall not be subject to this definition, provided such features are not habitable.

Home Occupation — A business, profession, occupation, or trade undertaken for gain or profit which is incidental and secondary to the use of a Dwelling Unit for residential purposes, is wholly carried on within the Dwelling Unit or one or more Accessory Structures, is carried on by a resident of the Dwelling Unit, and utilizes no more than 50% of the Gross Floor Area of the Dwelling Unit and Accessory Structures in which the occupation is carried out. Examples include: beauty shops, physician or dentist's office, day care center, woodworking. This definition does not include "Agriculture, Piggery" or "Agriculture, Poultry" as defined in this Ordinance.

Hospice — A facility that provides support and care for persons in the last stages of an incurable disease or condition, and that may include related in-patient and out-patient services and associated offices, pharmacy services, and storage.

Hotel/Large Inn — A facility having more than eight guest rooms offering transient lodging accommodations to the general public for a fee. May include additional facilities and services, such as restaurants, meeting rooms, entertainment, personal services, and recreational facilities in those Districts in which these facilities are permitted.

Impact — A measure of the effects or consequences of one entity's action or influence upon a neighborhood, community, Town, or abutter.

In-Law Apartment — A space that must have its own entrance, kitchen, bathroom, and living area that is attached or detached from a single-family dwelling unit.

Landscaping — The planting of trees, shrubs, and other plants as foundation plantings in separate bedding areas and between the property and sidewalk or street so as to enhance the appearance and function of the property.

Laundry Service — A facility that provides services that wash, dry, dry clean, iron, and press customers' clothes for a fee.

Liquor Store — Retail shop that predominantly sells prepackaged alcoholic beverages, typically in bottles intended to be consumed off the store's premises. May be part of a larger retail store.

Live Theater/Music/Entertainment — A facility or venue which provides a form of entertainment that uses live performers before a live audience in a specific place.

Livestock, Personal Use — Creatures kept for personal enjoyment or for the production of animal products for personal use; does not include "Agriculture Piggery" or "Agriculture, Poultry" as defined in this Ordinance.

Lot Coverage — The percentage of lot area covered by buildings, Structures, parking areas, driveways, and impervious materials.

Lot Front — The side of a lot that borders a street and, in the case of a corner lot, the side with the longer lot line bordering a street.

Lot Frontage — The horizontal distance of the Lot Front measured from one side lot line to the other.

Major Artery — A term to describe state routes (SR) 302, 117, and 107.

Manufacturing — An establishment engaged in the mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the creation of products, and the blending of materials, such as oils, plastics, resins, or liquors. Does not include marijuana manufacturing.

Manufacturing, Heavy — Make, produce, build, construct, assemble, put together, create, fabricate, turn out, process, engineer with large, heavy, and capital intense machinery and equipment.

Manufacturing, Light — Make, produce, build, construct, assemble, put together, create, fabricate, turn out, process, engineer wholly within an enclosed building with small machinery and equipment.

Marijuana Cultivation Area — An indoor facility used for cultivation of Marijuana as part of any Marijuana Establishment, which is enclosed and equipped with locks and other security devices that permit access only by a person authorized to have access to the facility.

Marijuana Establishment — Any one of the following uses:

- Medical Marijuana Registered Dispensary
- Medical Marijuana Large-Scale Caregiver Operation
- Medical Marijuana Multiple Registered Caregiver Facility
- Medical Marijuana Caregiver Retail Store
- Medical Marijuana Manufacturing Facility
- Medical Marijuana Inherently Hazardous Substances Extraction Operation
- Medical Marijuana Testing Facility
- Adult Use Marijuana Cultivation Facility
- Adult Use Marijuana Store
- Adult Use Marijuana Products Manufacturing Facility
- Adult Use Marijuana Testing Facility

Marijuana Home Cultivation — (1) The cultivation of Marijuana for personal adult use by persons 21 years of age or older in accordance with the provisions of 28-B M.R.S. §1502, as may be amended; or (2) the cultivation of medical Marijuana by an Exempt Caregiver or a Qualifying Patient.

Marijuana Manufacturing Facility — Any one of the following uses:

- Medical Marijuana Manufacturing Facility
- Medical Marijuana Inherently Hazardous Substances Extraction Operation
- Adult Use Marijuana Products Manufacturing Facility

Marijuana Testing Facility — Any one of the following uses:

- Medical Marijuana Testing Facility
- Adult Use Marijuana Testing Facility

Marina — A business establishment having frontage on navigable water and, as its principal use, providing for hire offshore moorings or docking facilities for boats, and which may also provide accessory services such as boat and related sales and rentals, boat repair and construction, indoor and outdoor storage of boats and marine equipment, and tackle shops and marine fuel service facilities.

Mass Gathering — An event at which at least 500 persons collect, assemble, congregate, or gather together, in a group for a period of time greater than 4 consecutive hours.

Maximum Front Setback Area — The portion of a parcel that is located between the Maximum Front Setback Line and the Public Lot Line which it parallels.

Maximum Front Setback Line — A line paralleling a Public Lot Line along the full length of the Public Lot Line, which is the farthest distance a building façade can be from the Public Lot Line.

Medical Marijuana Caregiver Retail Store —A location, building, or facility operated by a Medical Marijuana Registered Caregiver that is used to sell medical Marijuana to qualifying patients and that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer.

Medical Marijuana Inherently Hazardous Substances Extraction Operation —"Marijuana Extraction" using "inherently hazardous substances" by a "qualifying patient," the "caregiver" of a qualified patient, or any other person authorized under 22 M.R.S. § 2423F(3), as they may be amended, to engage in "marijuana extraction" using "inherently hazardous substances," as those terms are defined in 22 M.R.S. § 2422, as amended, and its successor provisions.

Medical Marijuana Large-Scale Caregiver Operation —Any commercial or noncommercial use by a Medical Marijuana Registered Caregiver other than: (i) a Medical Marijuana Caregiver Retail Store, (ii) a Medical Marijuana Multiple Caregiver Facility, (iv) a Medical Marijuana Inherently Hazardous Substances Extraction Operation, (v) Marijuana Home Cultivation by a Qualifying Patient or Exempt Caregiver, or (vi) a Medical Marijuana Small-Scale Caregiver Operation.

Medical Marijuana Manufacturing Facility — A registered tier 1 or tier 2 manufacturing facility, as defined in 22 M.R.S. § 2422 as amended, and its successor provisions.

Medical Marijuana Multiple Registered Caregiver Facility — A building or facility housing more than one (1) Medical Marijuana Registered Caregiver.

Medical Marijuana Registered Caregiver — A caregiver who is registered by the State licensing authority pursuant to 22 M.R.S. § 2425-A, as amended, and its successor provisions.

Medical Marijuana Registered Dispensary — A building or facility operated by a person or entity registered under 22 M.R.S. § 2425-A that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses Medical Marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients as defined in 22 M.R.S. § 2422(6), as amended, and its successor provisions.

Medical Marijuana Small-Scale Caregiver Operation — A commercial or noncommercial use by a Medical Marijuana Registered Caregiver who sells or dispenses Marijuana solely out of the Caregiver's residential dwelling or accessory structure to no more than five individual registered patients in any one calendar month; does not process or manufacture Marijuana using chemicals or solvents; and cultivates no more than 30 mature Marijuana plants.

Medical Marijuana Testing Facility — A public or private laboratory that: (a) is authorized in accordance 22 M.R.S. § 2423-A(10) to analyze contaminants in the potency and cannabinoid profile of samples; and (b) is accredited pursuant to standard ISO/IEC 17025 of the International Organization for Standardization by a third-party accrediting body or is certified, registered or accredited by an organization approved by the Maine Department of Health and Human Services

Medium Sized Tree — A woody deciduous plant, hardy for Plant Zones 4 or 5, that normally grows with one main trunk and normally achieves a height at maturity of 30 to 50 feet.

Midway/Fair — A temporary event where there are displays of goods, animals, amusements, games of chance or skill, and competitions.

Minimart —A convenience store that is located on the same lot and is accessory to an automobile Gas Station.

Minimum Front Setback Line — A line paralleling a Public Lot Line along the full length of the Public Lot Line, which is the closest distance a building façade can be from the Public Lot Line.

Minimum Lot Frontage — The minimum Lot Frontage on a parcel of land. The “Minimum Lot Frontage” requirements set forth in this Ordinance shall not apply to any lot created as part of a subdivision approved by the Planning Board pursuant to the Town of Bridgton Subdivision Ordinance.

Minimum Lot Size — The minimum acreage of a parcel of land. The “Minimum Lot Size” requirements set forth in this Ordinance shall not apply to any lot created as part of a subdivision approved by the Planning Board pursuant to the Town of Bridgton Subdivision Ordinance.

Minimum Setback — The horizontal distance from the nearest part of a Structure, parking area, or other regulated object or area to a lot line, street line, the normal high-water mark of a water body, or the upland edge of a wetland, as the context may dictate.

Minimum Setback Area — The portion of a parcel that is located between the Minimum Setback Line and the lot line which it parallels.

Minimum Setback Line — A line paralleling a lot line which indicates the closest distance a Structure or parking area can be from any given lot line.

Mobile Home — A transportable dwelling structure that is in one or more sections, constructed in a manufacturing facility, and transported to a building site, with or without a permanent foundation, connected to utilities, including the plumbing, heating, air conditioning, and electrical systems contained in the unit.

Mobile Home Park — A parcel of land under unified ownership used or intended to be used for the placement of three or more manufactured homes, as defined in 30-A M.R.S. § 4358.

Mobile Temporary Vendor — An entity offering something for sale for only a limited period of time and not permanently, especially a trader in the street from a facility that is able to move or be moved freely or easily.

Motel — A building or group of attached or detached buildings containing guest rooms or dwelling units most of which have separate outside entrances and parking spaces nearby intended to be used by automobile transients for compensation.

Movie Theater — An establishment where movies are shown for public entertainment.

Neighborhood Convenience Store — A retail establishment of up to 1,500 square feet with extended operating hours and located in a convenient location within a District, which sells primarily food products, household items, newspapers and magazines, candy, and beverages, and a limited amount of freshly prepared foods such as sandwiches, pizzas, and salads.

Nonconforming lot, Structure, or Use — A lot, Structure, or Use that lawfully existed immediately prior to the enactment of this Ordinance, or any subsequent amendment thereto, and which, as a result of the enactment of this Ordinance, or any subsequent amendment thereto, presently fails to comply with any one or more of the requirements of this Ordinance or its amendments, including, but not limited to, the restrictions and standards for the district in which the lot, Structure, or use is located.

Office Building, Large — Room or set of rooms used as a place for commercial, professional, or bureaucratic work and having a gross area within the structure of more than 2500 square feet.

Office Building, Small — Room or set of rooms used as a place for commercial, professional, or bureaucratic work and having a gross area within the structure of 2500 square feet or less.

Outdoor Flea Market/Open-Air Market — The outdoor display, sale, exchange or barter of merchandise for profit. This definition does not include garage sales on the premises of a Dwelling Unit, except if such sales occur more than four times a year on the same residential property. This definition does not include occasional sales and promotional activities at Retail buildings that place merchandise outside their building or Farmers Markets. This definition includes Accessory Structures such as restrooms or storage of goods when not in business.

Overlay — A regulatory tool that creates a special zoning district, placed over an existing base zone(s), which identifies special provisions in addition to those in the underlying base zone. The overlay district can share common boundaries with the base zone or cut across base zone boundaries. Regulations or incentives are attached to the overlay district to protect a specific resource or guide development within a special area.

Park and Recreational Services — Resources, facilities, and services provided for the purposes of leisure, entertainment, and recreational pursuits. Resources may be public spaces and facilities like parks, nature preserves, open space areas, greenways, trails, and built structures for sport, recreation, or art programs.

Parking Garage — A Structure used for the limited term parking of vehicles but excluding automotive services or commercial storage of vehicles.

Parking Setback Line — The closest the outer edge of a parking lot to a property line.

Pawn Shop — A business or facility to loan out money for items, with the intention that the customer comes back and repays the loan for the items pawned.

Principal Building — A Structure in which is conducted the principal use of the lot.

Privacy Wall — An unroofed Structure which has a foundation and vertical surface of masonry, wood, plaster, concrete, or stones to enclose, divide, or protect an area.

Private Open Area — A contiguous space for plant materials and containing no more than 50% impervious surface for courtyards and/or seating areas.

Professional Office or Service — An establishment whose primary activity is the provision of assistance or services, as opposed to products or goods, to individuals, businesses, industry, government, and other enterprises.

Public Building — Any building used exclusively for public purposes by any department or branch of government; buildings of an institutional nature and serving a public need, such as libraries, museums, post offices, public safety, public works, and public utilities and services.

Public Lot Line — Any property line that directly abuts a public road or street.

Public Open Space — Land set aside for active or passive recreation by the public and either owned by a public entity or protected as open space in perpetuity through a conservation easement or other legally binding deed restriction.

Qualifying Patient — A person who has been a resident of Maine for at least 30 days and who possesses a valid written certification regarding medical use of Marijuana in accordance with 22 M.R.S. § 2423-B.

Recreation, Indoor — A use conducted totally within a structure for play, amusement, relaxation, sports or other similar diversions, including a bowling alley, skating rink, fitness center, gymnasium, squash or tennis facility, or indoor swimming pool.

Recreation, Outdoor — A use conducted primarily outdoors or in a fully open structure for play, amusement, relaxation, sports or other similar diversions, including a golf driving range, miniature golf course, water slide or outdoor tennis facility.

Redemption/Recycling/Transfer Facility — An entity offering to pay the refund value of an empty beverage container to a redeemer, or any person who contracts with one or more dealers or distributors to collect, sort, and obtain the refund value and handling fee of empty beverage containers for, or on behalf of them; and a specialized plant that receives, separates, and prepares recyclable materials for transfer or marketing to end-user manufacturers.

Religious Assembly — A church, synagogue, temple, mosque, or other facility that is used for worship or prayer by persons of similar beliefs; or a special purpose building that is architecturally designed and particularly adapted for the primary use of conducting formal religious services on a regular basis.

Research Facility — An institution involved in the intellectual or physical study and analysis of materials, plants or organisms; does not include a Medical Marijuana Testing Facility.

Restaurant — Any establishment, however designated, not including a drive-thru, at which food is sold for consumption on or off the premises. It may or may not serve alcoholic beverages as well as food. It may contain event or function spaces. A snack bar or refreshment stand at a public, semi-public, or private indoor or outdoor recreation establishment for the convenience of the patrons shall not be deemed a restaurant.

Restaurant, Drive-Thru — A restaurant that includes a facility to order and pick up food from an automobile.

Retail Business, Large — The provision of goods or services for a fee directly to the consumer for primarily personal or household use and not for resale from an indoor structure having more than 1500 square feet.

Retail Business, Small — The provision of goods or services for a fee directly to the consumer for primarily personal or household use and not for resale from an indoor structure having 1500 square feet or less.

Salvage Yard — A place where disused vehicles or other machinery are stockpiled and processed for resale.

Sawmill — A facility in which logs are cut into boards or timber by a mill or machine.

Self-Storage Facility — A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for self-service storage of personal property with no commercial transactions permitted other than the rental of storage units.

Setback Area — The area between the Maximum Setback Line and the Minimum Setback Line.

Shade Tree — A woody deciduous plant, hardy for Plant Zones 4 or 5, that normally grows with one main trunk, normally achieves a height at maturity of 30 feet or more and has a canopy that screens and filters the sun.

Shrub — A woody plant, deciduous or evergreen, hardy for Plant Zones 4 or 5, which may have a single or multiple trunk and normally achieves a height at maturity of no more than 15 feet and no less than 3 feet.

Sidewalk — A paved way for pedestrians which is constructed adjacent to a road.

Solar Farm — An installation or area of land on which a collection of solar panels is set up in order to generate electricity for commercial purposes.

Story —That part of a building between the surface of the floor and the ceiling immediately above, not including the Basement. A half-story (1/2 story) is an uppermost Story in which a sloping roof replaces the upper part of the front wall.

Street Wall — A fence, wall, or strip of vegetation that maintains a continuous visual definition along a lot line.

Structure —Anything constructed, erected, or placed on the ground which is permanent, temporary or mobile. Structure(s) include but are not limited to building(s), mobile homes, recreational vehicles, piers and pads, and storage and processing facilities. Boundary walls, fences, walkways, patios, flagpoles light poles, and signs are not considered Structures.

Timber Harvesting — The cutting and removal of trees from their growing site and the attendant operation of cutting and skidding machinery.

Use — The purpose or activity for which land or structures are designed, arranged, or intended or for which land or structures are occupied or maintained.

Variance — A relaxation of the provisions of this Ordinance as permitted by state law and Article V, Section 4 of this Ordinance.

Vehicle and Small Engine Repair Shop —An establishment where automobile and low-power internal combustion engines or electric motors are repaired and maintained by mechanics and technicians; not including the sale of gasoline.

Veterinary Service — An establishment where animals and pets are given medical or surgical treatment and are cared for during the time of such treatment. This definition includes the incidental, short-term use of such an establishment as a Kennel.

Warehouse and Distribution —A facility for storage and distribution of manufactured products, supplies and equipment. This definition includes the wholesaling of goods not manufactured on the premises.

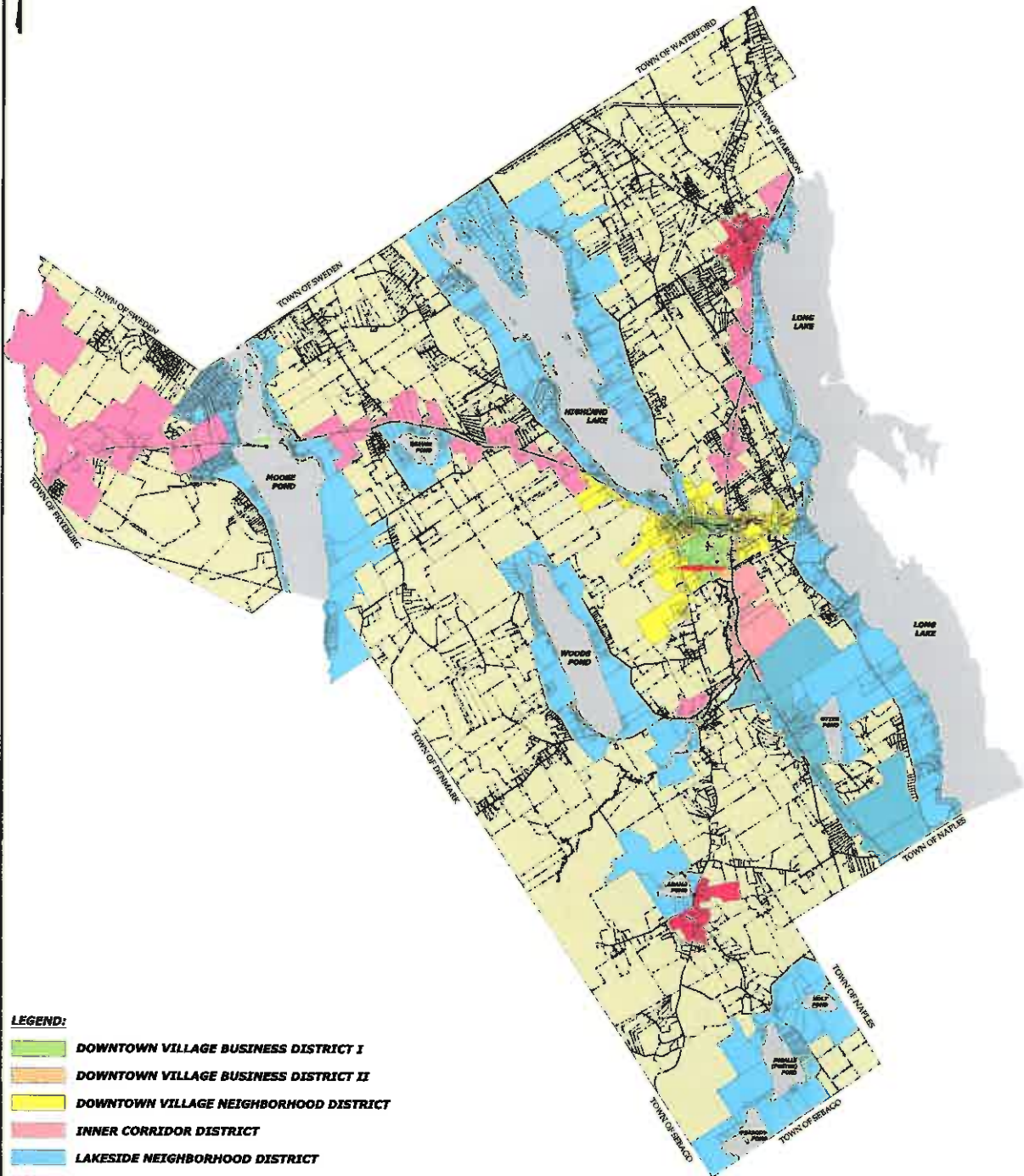
Water Extraction, Large Scale — Extraction of water from ground water sources, aquifers, springs or wells in a total daily amount on any given day of more than 50,000 gallons or more than 1,000,000 gallons annually, as extracted by the same individual or entity, or a consortium or association of individuals or entities, regardless of the number of extraction facilities utilized.

Water Extraction, Small Scale — Extraction of water from ground water sources, aquifers, springs or wells in a total daily amount on any given day of 50,000 gallons or less or 1,000,000 gallons or less annually, as extracted by the same individual or entity, or consortium or association of individuals or entities, regardless of the number of extraction facilities utilized; does not include extraction of water which is accessory to residential uses or dwellings.

Wind Farm — A facility that uses equipment that convert, stores and transfers energy from wind into usable forms of energy including any base, blade, foundation, generator, nacelle, rotor, tower, transformer, turbine, vane, wire, and other component of the system.

ARTICLE VII. APPENDICES

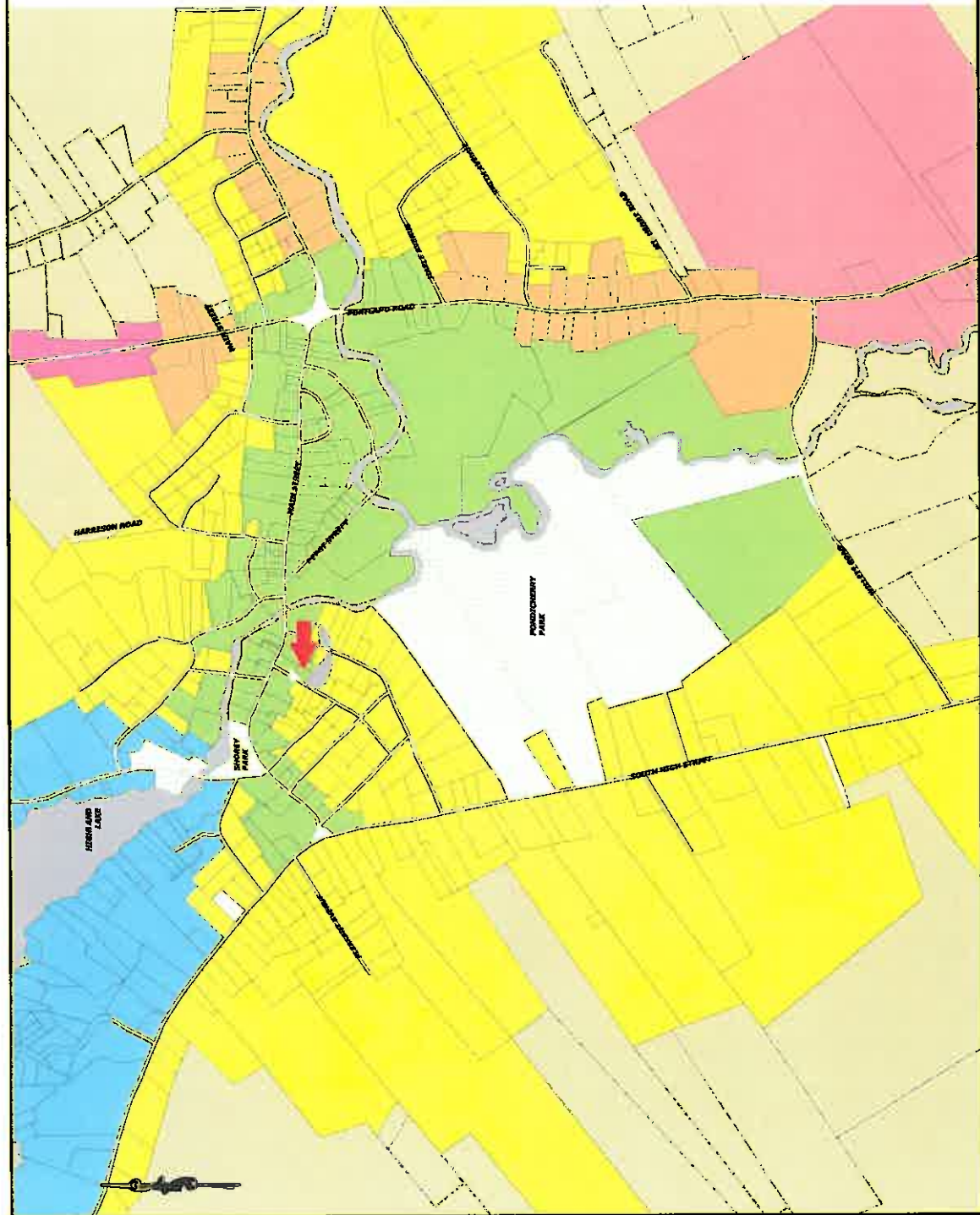
Section 1. Official Zoning Maps

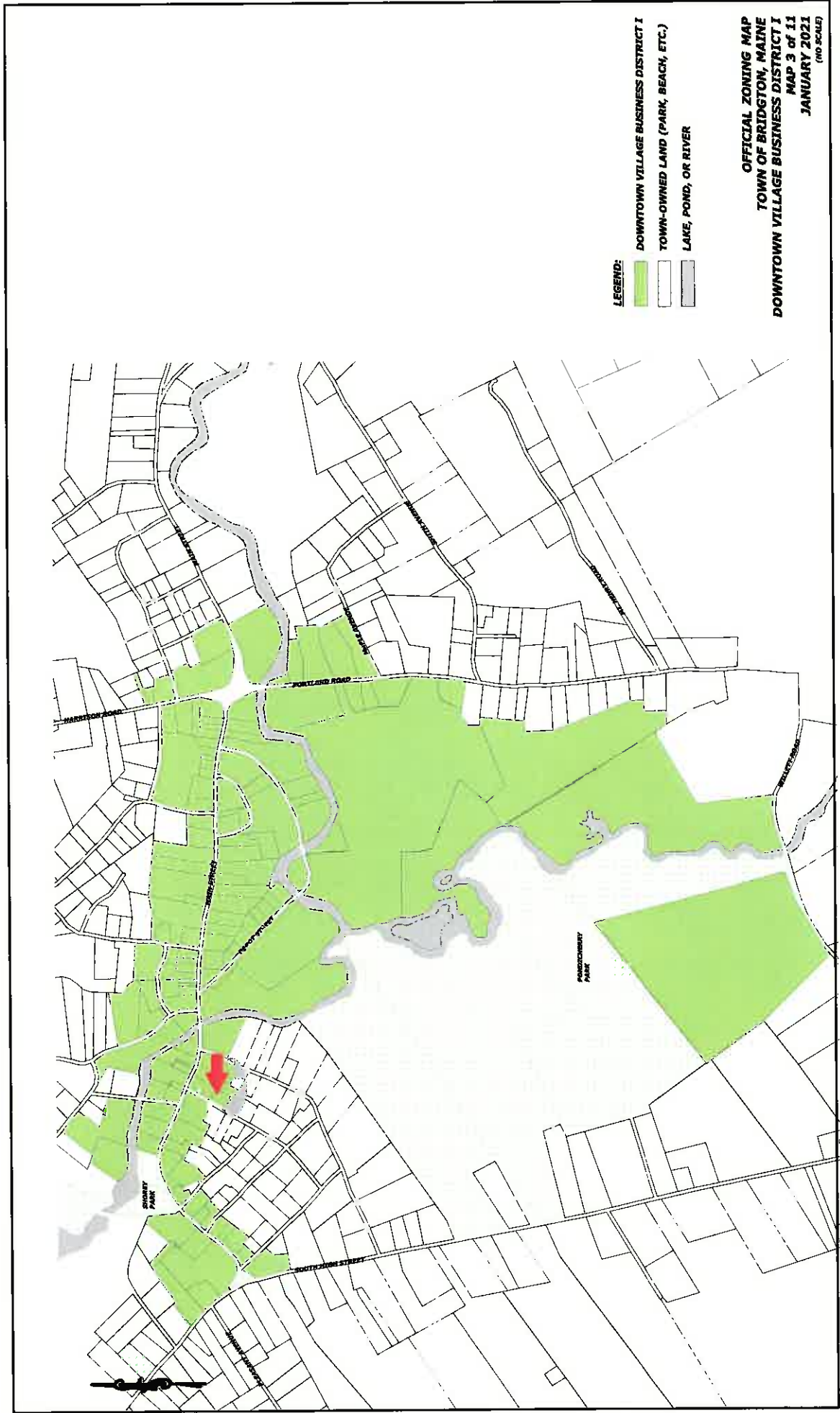


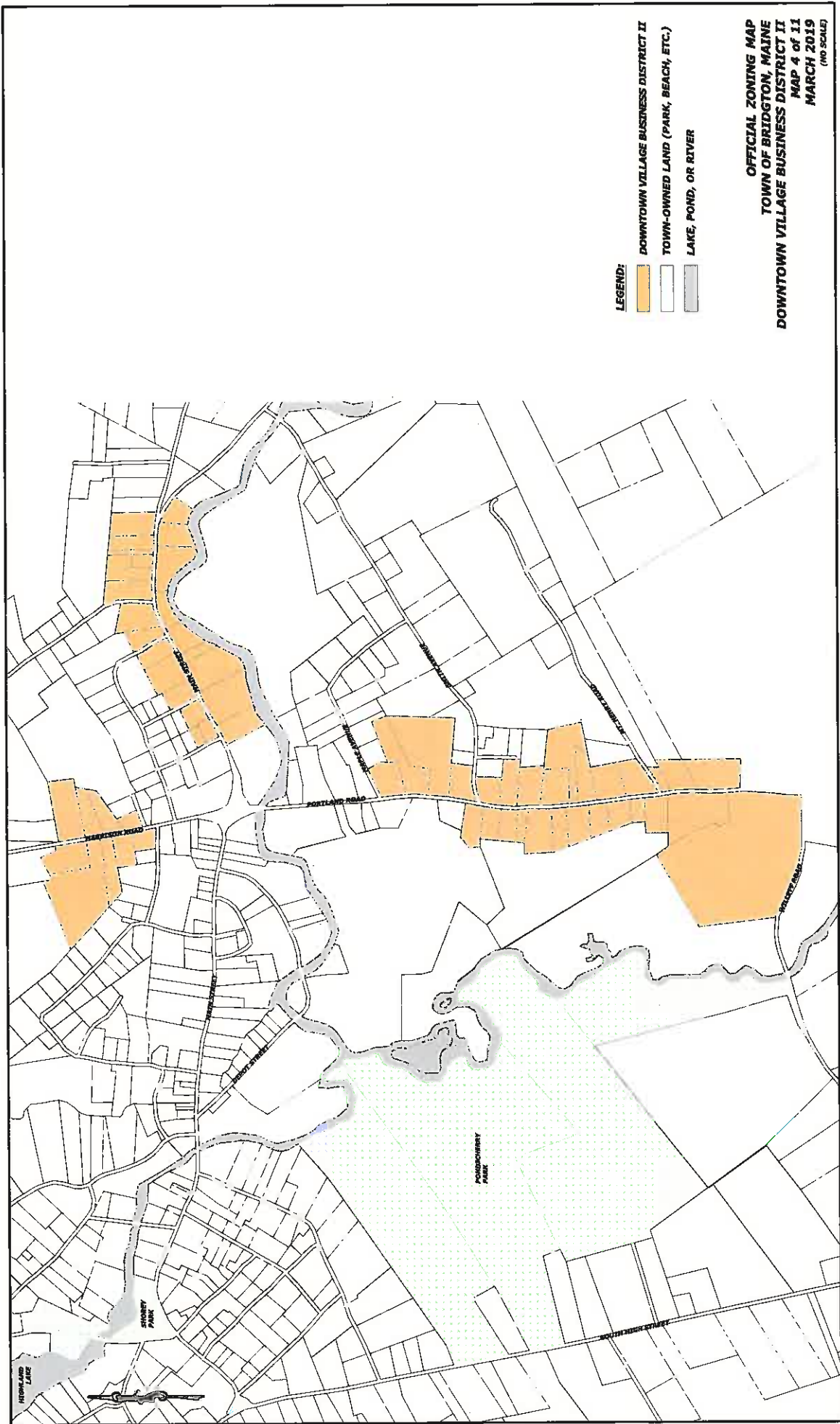
LEGEND:

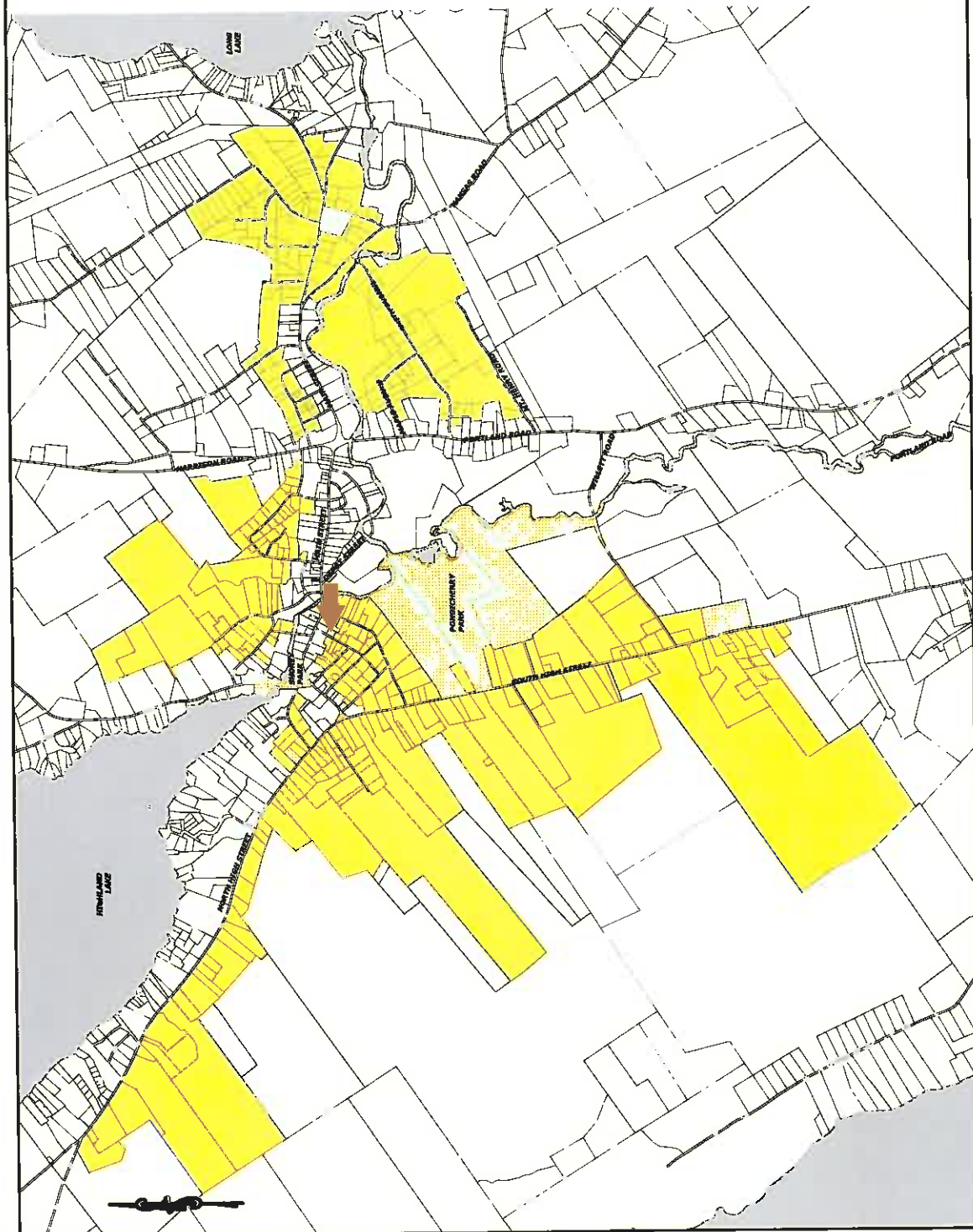
-  **DOWNTOWN VILLAGE BUSINESS DISTRICT I**
-  **DOWNTOWN VILLAGE BUSINESS DISTRICT II**
-  **DOWNTOWN VILLAGE NEIGHBORHOOD DISTRICT**
-  **INNER CORRIDOR DISTRICT**
-  **LAKESIDE NEIGHBORHOOD DISTRICT**
-  **MIXED USE CORRIDOR DISTRICT**
-  **OUTER CORRIDOR DISTRICT**
-  **OUTER VILLAGE DISTRICT**
-  **RURAL NEIGHBORHOOD DISTRICT**
-  **PARCEL BOUNDARIES PER TOWN TAX MAP**
-  **TOWN-OWNED LAND (PARK, BEACH, ETC.)**
-  **LAKE, POND, OR RIVER**

**OFFICIAL ZONING MAP
TOWN OF BRIDGTON, MAINE
MAP 1 of 11
JANUARY 2021
(NO SCALE)**





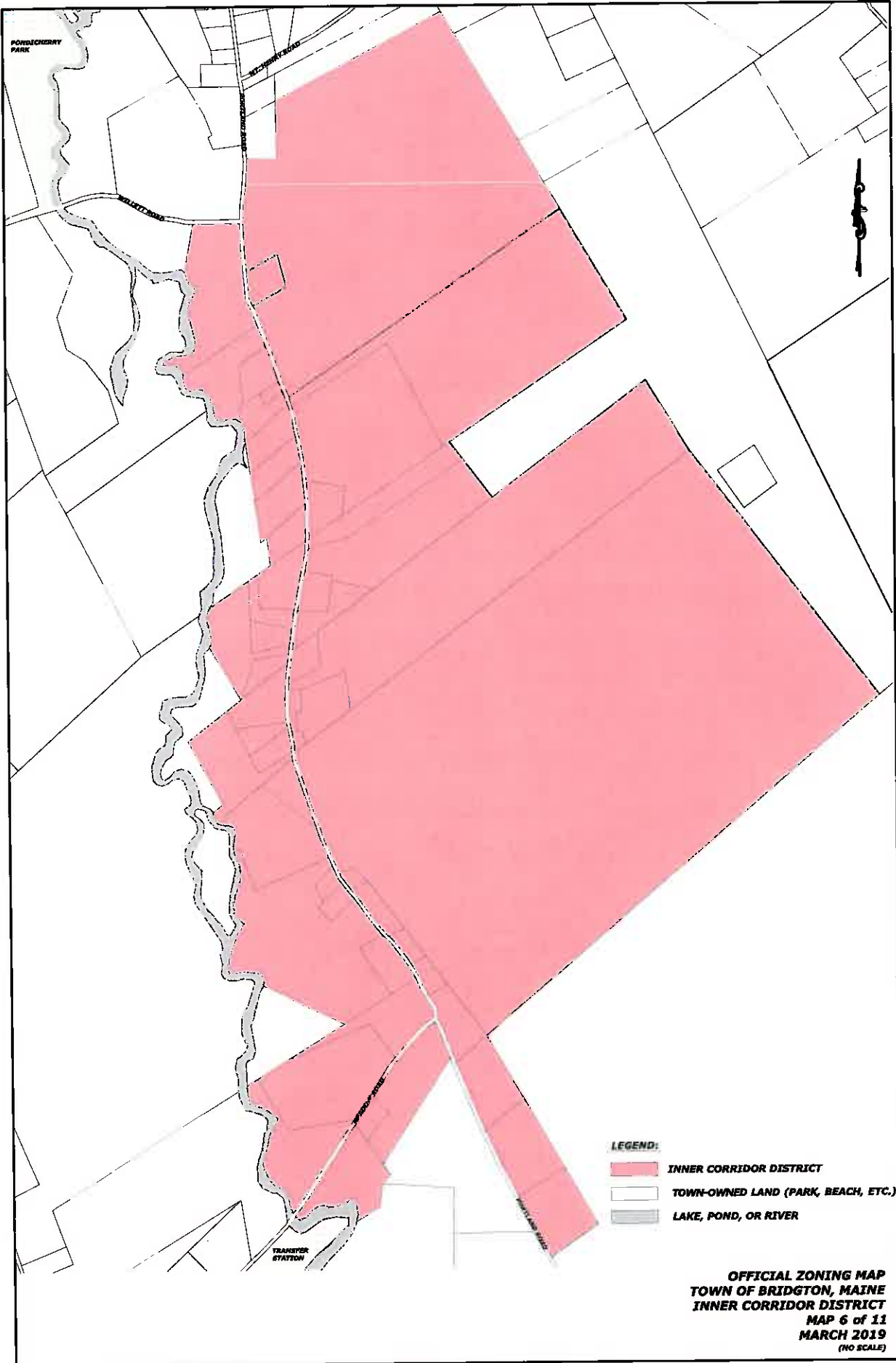


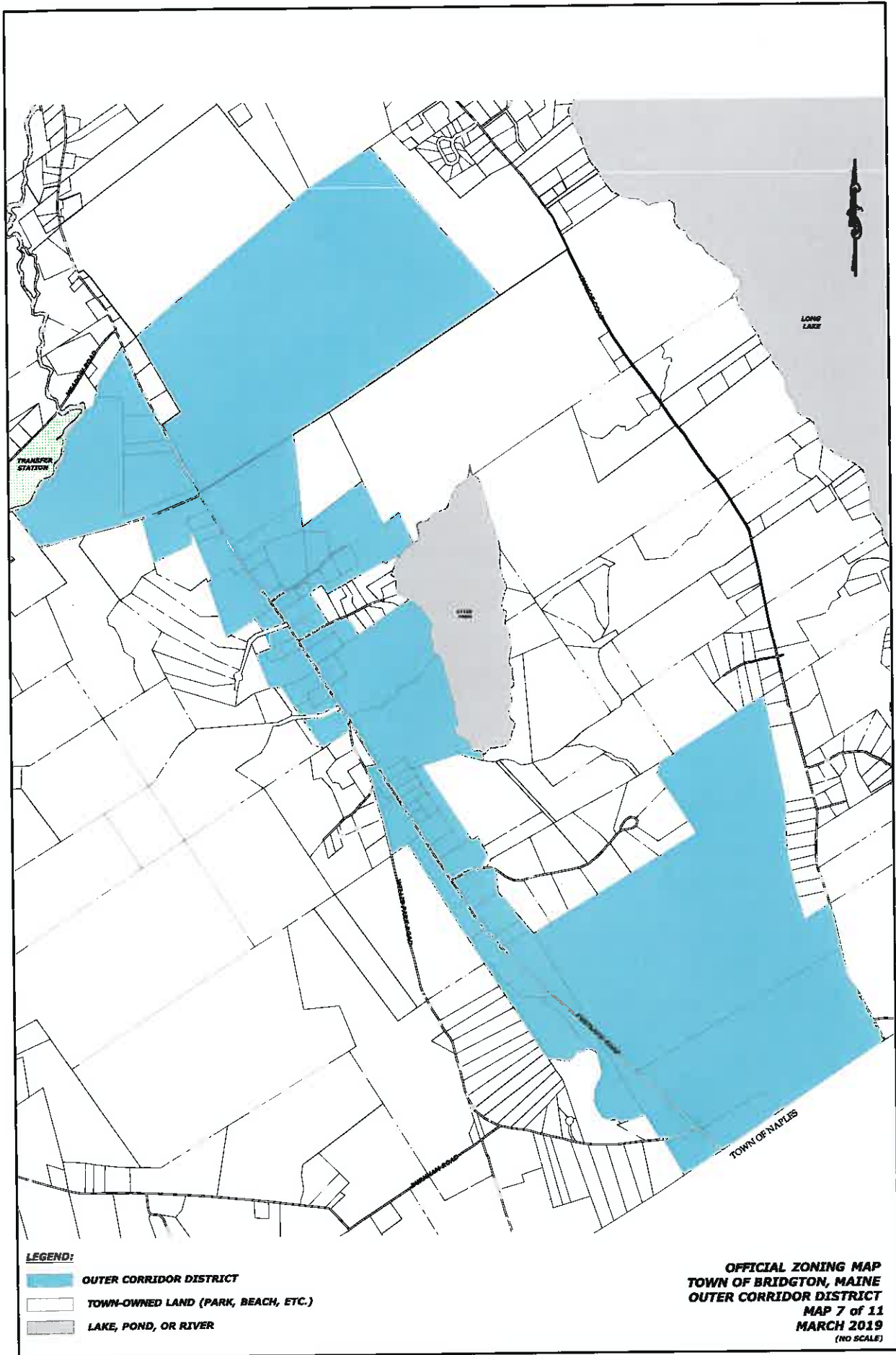


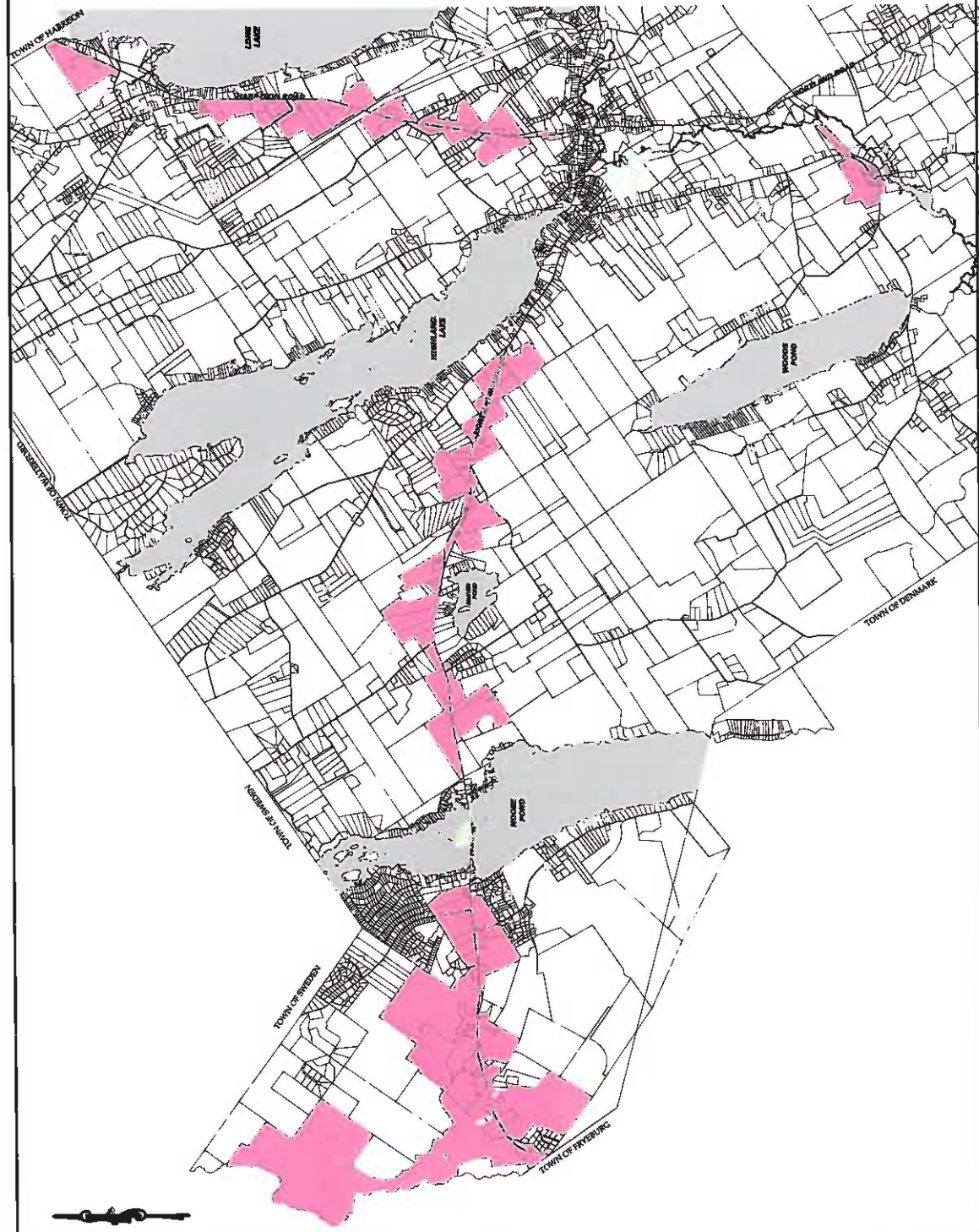
LEGEND:

-  DOWNTOWN VILLAGE NEIGHBORHOOD DISTRICT
-  TOWN-OWNED LAND (PARK, BEACH, ETC.)
-  LAKE, POND, OR RIVER

OFFICIAL ZONING MAP
 TOWN OF BRIDGTON, MAINE
 DOWNTOWN VILLAGE NEIGHBORHOOD DISTRICT
 MAP 5 of 11
 JANUARY 2021
 (NOT SCALE)



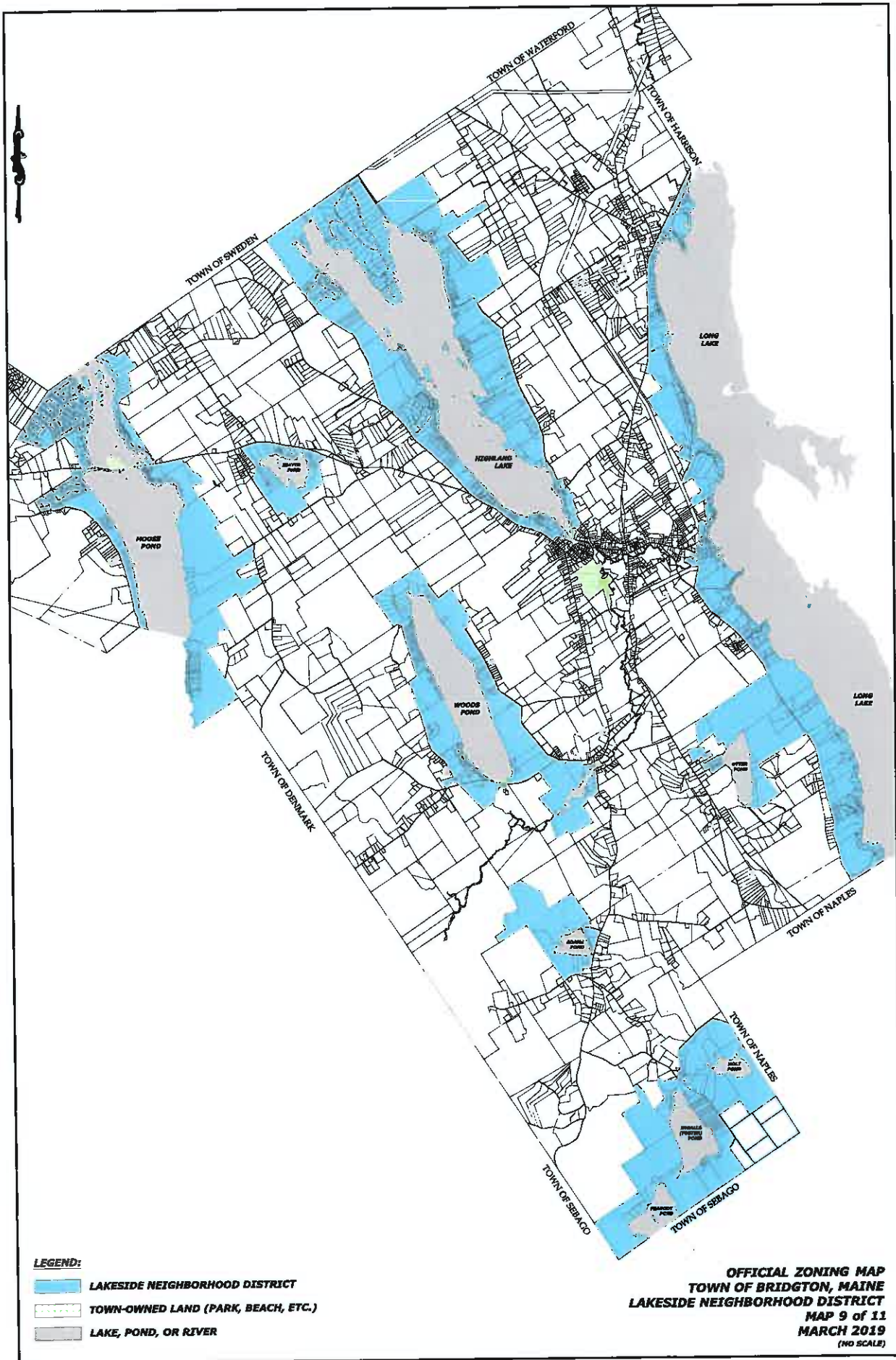


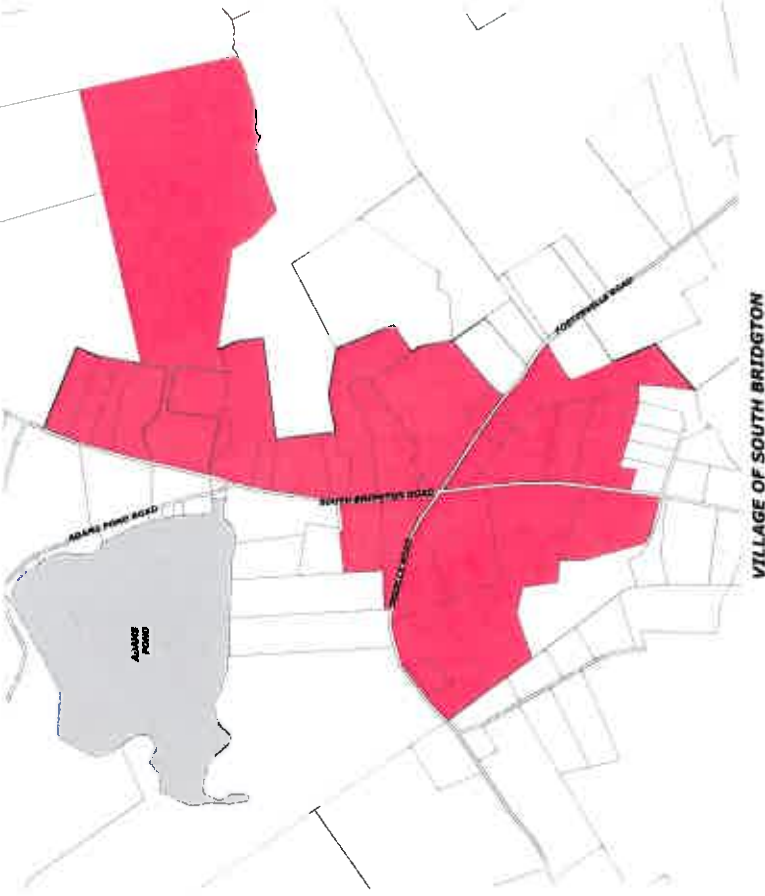
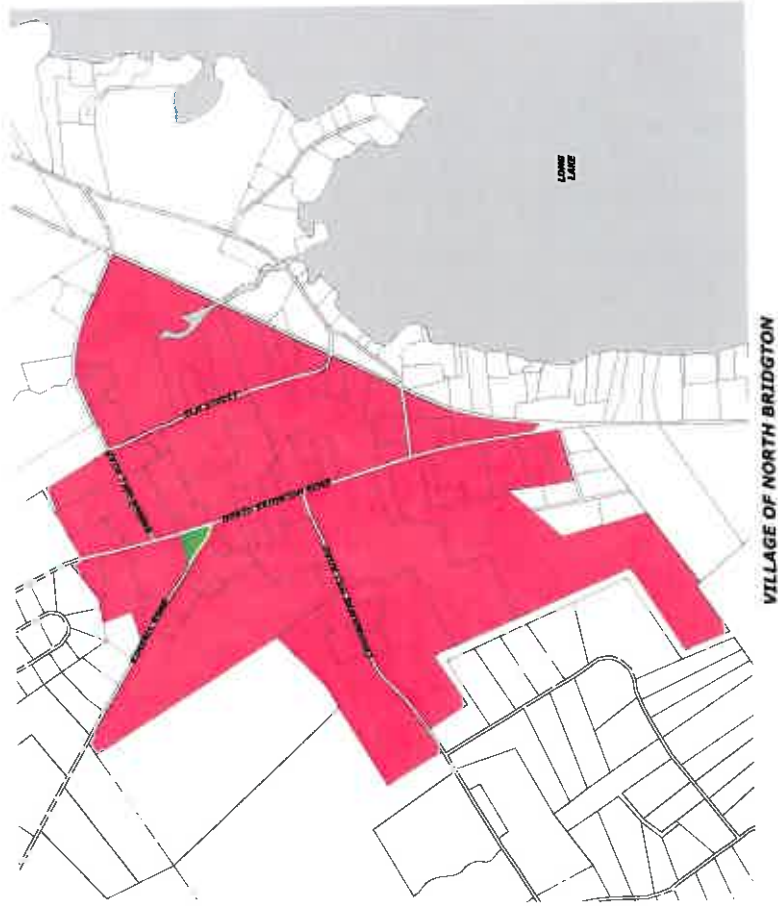


LEGEND:

- MIXED-USE CORRIDOR DISTRICT
- TOWN-OWNED LAND (PARK, BEACH, ETC.)
- LAKE, POND, OR RIVER

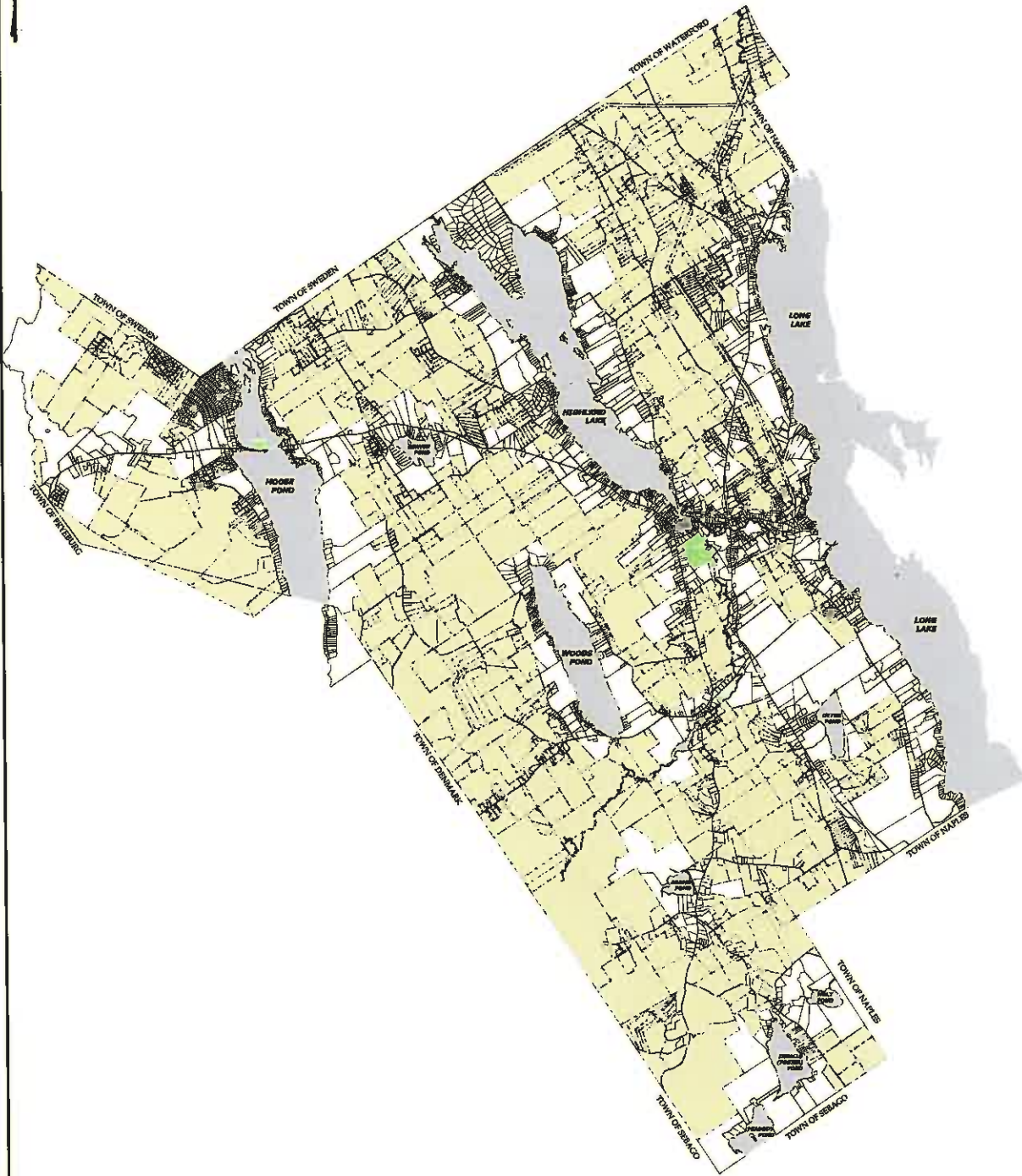
OFFICIAL ZONING MAP
TOWN OF BRIDGTON, MAINE
MIXED USE CORRIDOR DISTRICT
MAP 8 of 11
MARCH 2019
(NO SCALE)





- LEGEND:**
- OUTER VILLAGE DISTRICT
 - TOWN-OWNED LAND (PARK, BEACH, ETC.)
 - LAKE, POND, OR RIVER

1



LEGEND:

- RURAL NEIGHBORHOOD DISTRICT
- TOWN-OWNED LAND (PARK, BEACH, ETC.)
- LAKE, POND, OR RIVER

**OFFICIAL ZONING MAP
TOWN OF BRIDGTON, MAINE
RURAL NEIGHBORHOOD DISTRICT
MAP 11 of 11
MARCH 2019
(NO SCALE)**