



TOWN OF BRUNSWICK, MAINE

HOUSING COMMITTEE

- AGENDA -

May 8, 2023 at 6:00 PM

TOWN COUNCIL CHAMBERS

**THERE IS AN OPPORTUNITY FOR THE PUBLIC TO ATTEND THIS MEETING VIA ZOOM**

Members of the public should follow this link to join via Zoom:

<https://us02web.zoom.us/j/83512887224?pwd=MzdNNXpkY2FkVEF6SHFI0UtvYk1Ldz09>

6:00 PM | Welcome & Introductions (John Hodge, Committee Chair)

6:05 PM – 6:50 PM | Proposed Inclusionary Zoning Amendments

6:50 PM – 7:00 PM | STR Tracking/Monitoring Services

7:00 PM – 7:10 PM | Asylum Seeker Housing, Human Services new staff

7:10 PM – 7:20 PM | Committee Comment

7:20 PM – 7:30 PM | Public Comment

7:30 PM | Adjourn

Next meeting: TBD

**TOWN OF BRUNSWICK  
PROPOSED INCLUSIONARY ZONING AMENDMENTS 2023**

**The Town of Brunswick Zoning Ordinance as last revised \_\_\_\_\_ is to be further revised as follows:**

**Section 4.2.5.D is hereby repealed.**

**A new Section 4.18 is added as follows:**

**4.18. Affordable Housing**

**4.18.1 Purpose**

The Town of Brunswick has adopted this Section to help promote and stimulate the creation of affordable housing units in the community. Such a need was identified in the 2008 Comprehensive Plan. Measures permitted in this Section are aimed at reducing development costs, defraying development costs over a greater number of units, and providing flexibility for denser development patterns in return for guaranteed affordability of units for a set period of time. Greater affordability is rewarded with greater cost reductions and more development flexibility.

**4.18.2 Affordable Housing Defined**

For the purposes of this section 4.18, the following definitions shall apply:

**Affordable Housing:** A dwelling unit offered for sale or for lease at a rate deemed affordable for households earning less than or equal to the Area Median Income for the Brunswick Metropolitan Area (“very low,” “low” or “moderate” income households) at the time of sale or lease.

- A unit offered for sale is “affordable” if its proposed sales price results in monthly housing costs (including mortgage principal and interest payments, mortgage insurance costs, homeowners’ insurance costs and real estate taxes) that do not exceed 28% of the Area Median Income for the Brunswick Metropolitan Area. Determination of mortgage amounts and payments are to be based upon down payment rates and interest rates generally available to low and moderate income households.
- A unit offered for rent is “affordable” if its proposed monthly housing costs (including rent and basic utility and energy costs) do not exceed 30 percent of the Area Median Income for the Brunswick Metropolitan Area.
- Where bonuses are sought based upon affordability to very low, low or moderate income households, the applicable Area Median Income for that income threshold shall apply.

**Low Income Household:** A household with a gross income more than 50 percent but less than or equal to 80 percent of the applicable Area Median Income for the Brunswick Metropolitan Area at the time of lease or sale.

**Moderate Income Household:** A household with a gross income of more than 80 percent of the applicable Area Median Income for the Brunswick Metropolitan Area at the time of lease or sale.

**Very Low Income Household:** A household with a gross income of less than 50 percent of the applicable Area Median Income for the Brunswick Metropolitan Area at the time of lease or sale.

#### **4.18.3 Applicability of Affordable Housing Requirement**

The following types of housing developments, if located in a growth district where housing is permitted, shall provide affordable housing according to the standards further defined by this Section:

- A. Development projects that create \_\_\_\_\_ or more net new dwelling units for rent or sale through new construction, addition to existing structures, or conversion or interior reconstruction of existing nonresidential or residential structures.
- B. Development projects that create \_\_\_\_\_ or more net new lots as part of a subdivision as defined by this Ordinance.

This section shall not apply to a development review project which is the subject of a final plan that has been submitted and for which the Staff Review Committee has completed its review on or before June 5, 2023.

#### **4.18.4. Affordable Housing Requirement**

Development projects subject to this section shall comply with the following standards:

- A. At least 15 percent of the units or lots in the development shall meet the definition of affordable housing. Where the required number of units results in a fraction, the number of required units shall be rounded to the nearest whole number.
- B. If a developer proposes a land-only subdivision for residential use, designated affordable lots shall be made subject to covenants providing that the ultimate residential occupant must be verified by the seller or seller's agent to have a total household income meeting the affordability covenants, with appropriate records to be provided to the Town.
- C. Developments shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units per phase unless otherwise permitted by the Review Authority.
- D. Affordable units must be integrated with the rest of the development, must use a common entrance if in a structure containing multiple units, and must provide no indications from common areas that these units are affordable units.
- E. Affordable units shall be dispersed throughout the development and shall be comparable in size, number of bedrooms, and parking to dwelling units in the neighborhood and in the development in which they are located. Exteriors of affordable units shall be consistent with and indistinguishable from the exterior of other units in the development.
- F. Offsite units may not be used to fulfill the requirements of this section.

- G. Affordable housing units, whether for sale or for rent, shall not be used for rentals with less than 30 day or month-to-month terms.

#### **4.18.5. Affordable Housing Development Standards**

A development that provides affordable housing in accordance with Section 4.18.1 or on a voluntary basis shall be entitled to the following modified development standards:

- A. Required off-street parking may be reduced to 2 off-street parking spaces for every 3 units for the entire development project. The Reviewing Authority may further reduce the parking requirement pursuant to Section 4.9.4.D.
- B. Building permit fees and impact fees for recreation and other facilities imposed by the Town shall be reduced as follows:
  - a. A 50 percent reduction in the regular fee for each unit affordable to Moderate Income households;
  - b. A 75 percent reduction in the regular fee for each unit affordable to Low Income households; and
  - d. A 100 percent waiver of the regular fee for each unit affordable to Very Low Income households. If a reduced traffic impact fee would exceed \$10,000, the Town Council may further reduce or waive the fee upon request on finding that the added reduction or waiver is required to make the project economically viable.
- C. Bonus Density
  - a. The maximum number of allowable units for a development providing affordable housing may be increased as provided in Section 4.2.5.E. The amount of density bonus depends on the affordability of the units relative to household categories defined in Subsection 4.2.5.D(2).
  - b. The development shall provide for the same percentage of affordable housing among the bonus units as provided for the remainder of the development.
  - c. Bonuses shall not be subject to the 35% maximum increase in number of lots as set forth in Section 4.2.5.E.
- D. All dimensional standards other than may be modified by the Review Authority if it finds that:
  - a. The proposed modification is necessary to make the project economically viable.
  - b. The proposed modification is necessary to accommodate any bonus units (i.e., no alternative layout that better meets the dimensional standards can accomplish the same);
  - c. The proposed development pattern meets the standards of Section 4.11 (Architectural Compatibility); and
  - d. The proposed modification meets the dimensional standards to the greatest extent practical.

**4.18.6 Maintaining Affordability of Units; Enforcement**

A. The affordability for all units requiring or voluntarily providing affordable housing as set forth in this Section shall be guaranteed in accordance with the following requirements:

- a. Affordability of units as defined by this section shall be guaranteed through effective deed restrictions and covenants to be recorded in the Cumberland County Registry of Deeds. The deed restriction shall outline sales prices, resale prices, initial rents and rent increases, and income verification processes for affordable units, to ensure affordability for the entire affordability term. The deed restriction shall also outline a tenant selection process for affordable units consistent with state and federal fair housing laws. The deed restriction shall also identify a monitoring agent for the affordable units.
- b. The term of affordable units provided shall be 30 years from the date of the Certificate of Occupancy.

B. Any person who sells or rents a designated affordable unit in violation of this Section or applicable affordability covenants shall be subject to standard enforcement procedures and penalties in accordance with this Ordinance. For willful violations, penalties shall not be less than the income received as a result of the violation.

**Table 4.2.5.E: Density Bonuses Available is amended as follows:**

	Growth Districts	Rural Districts
<b>Affordable Housing per Sec. 4.18</b>		
Affordable to Moderate Income	.5	N/A
Affordable to Low Income	.75	N/A
Affordable to Very Low Income	1.00	N/A

## Granicus Proposal for Brunswick ME

### ORDER DETAILS

**Prepared By:** Kester Bonsu  
**Phone:**  
**Email:** kester.bonsu@granicus.com  
**Order #:** Q-260424  
**Prepared On:** 10 Mar 2023  
**Expires On:** 01 May 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$0.00</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$6,903.00
<b>SUBTOTAL:</b>			<b>\$6,903.00</b>

## PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction <ul style="list-style-type: none"> <li>- Updating listing activity and details every 3-5 days</li> <li>- Screenshot activity of every listing</li> <li>- Deduplication of listings into unique Rental Units</li> <li>- Activity dashboard and map to monitor trends and breakdown of compliance</li> </ul>
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.  <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.



## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Brunswick ME to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-260424 dated 10 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

## BILLING INFORMATION

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-260424 dated 10 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Brunswick ME	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	