

A Solution to Housing Affordability in Eliot, Maine

In Eliot, Maine, the newly proposed 2025 Comprehensive Plan revision highlights a severe housing affordability crisis. From the data referenced, the median home price in 2023 was \$599,500, unaffordable for **92.1%** of Eliot households. Shockingly, every single home sold that year went for even more, signaling a dire situation.

Since 2020, home prices have surged by **\$177,250**—a **42%** jump in just three years. Back then, four out of ten households could afford a median-priced home; now, fewer than **one** in **ten** can.

With people still flocking to the area and the Town's new 2025 Comprehensive Plan's proposed measures falling short already, home prices are likely to keep climbing, making affordability even more elusive.

Enter Maine's **LD2003**, the state law designed to boost housing supply, particularly through accessory dwelling units (ADUs). But Eliot's locally elected governing body completely undermined this solution.

Under LD 2003, homeowners can build up to two ADUs—one attached to their home and one freestanding—without affecting zoning limits, creating up to three livable units per property. This could significantly increase housing options. However, Eliot added an **"owner-occupied"** clause, requiring the property owner to live on-site, effectively stalling this provision.

"Sec. 45-459. - Accessory dwelling unit.

(a) An accessory dwelling unit (ADU) may be rented so that the *owner*-occupant may benefit from the additional income. The *owner* may also elect to *occupy* the accessory dwelling unit and rent the principal dwelling unit.

(b) *Owner-occupied* means that either the principal dwelling unit or the ADU is *occupied* by a person who has a legal or equitable ownership interest in the property and bears all or part of the economic risk of decline in value of the property and who receives all or part of the remuneration, if any, derived from the lease or rental of the dwelling unit."

Eliot Municipal Code:

https://library.municode.com/me/eliot/codes/code_of_ordinances

Here's why this matters: Most homeowners in Eliot lack the money, time, or desire to build and manage one or two ADUs in their backyard. They don't want the hassle of financing construction, finding tenants, or handling long-term property management. Homeowners value stable costs, predictable taxes, and enjoying their community with family and friends, not running a rental business.

Developers and investors, on the other hand, are well-suited for this. They have construction expertise, access to financing, and established networks to source materials and streamline building. Their ADUs are often more energy-efficient, compliant with regulations, and built faster, producing more high-quality housing. For them, ADUs align with their business models, focusing on market demand and long-term returns. They're equipped to manage properties, handle maintenance, and navigate challenges that homeowners might find overwhelming.

By requiring owner occupancy, Eliot's amendment intentionally discourages developers from building ADUs, limiting the law's impact and going against the entire creation of the law in the first place. This restriction stifles the potential for more housing, leaving the town's affordability crisis unresolved and residents struggling to find homes they can afford.

Considering it is suggested in the Town's 2025 Comprehensive Plan to possibly even create a Town-operated fund to help homeowners access developing ADUs, removing the owner occupied clause first one would have thought would have been an easier solution before even getting to that idea. Of note, Eliot's 2025 Comprehensive Plan completely omits mentioning the existence of an owner occupied clause, or even that it exists and is in fact a solution despite multiple of my own personal attempts at bringing this to their attention, specifically with conversing directly via email and in person with the Town Planner who ultimately oversees this plan, its creation and ultimately, its future implementation.

My family is 3 generations deep in Eliot. We have a farm and gravel pit we maintain, as well as over twelve rental properties we've built and rent out, the oldest of which has been continuously occupied for over 60 plus years now. Unfortunately, the municipality has restricted our ability to build more units through restrictive zoning changes over the years. The first major adjustment came in the late eighties where they increased our acreage requirements per dwelling unit ultimately restricting our available planned lots. The properties we maintain now, aside from a few new acquisitions since, are all grandfathered as a result of the rezoning and more aggressive conservation efforts they've taken. They went so far as to sue to attempt to stop one of our units at the time that was under construction from being completed, but we won that case in court. So, despite the news about the arrival and provisions of LD2003, it came as no surprise they would act so quickly to input this clause.

Our family has the means, know-how and capability, and most importantly long term interest in the area to keep providing housing, yet we are the very target they seek to stop. It's not big developers they're concerned about, because land is already prohibitively expensive and hard to acquire. It's families like ours. The select and planning boards are filled with multiple members that have generational roots in the Town, all with personal agendas, and who don't want to see it change, and as such have been utilizing every tool at their disposal to prevent it from doing so. At the end of the day, regardless of their intent, our intent is to keep doing what we've been doing for the last 60 plus years by providing homes for countless individuals and families in our community, and we plan to keep on doing so and at greater capacity long into the future. Removing this clause would enable us to do so at a greater rate and capacity, and provide immediate results.

Thank you for your time and consideration.

Very respectfully,

Brandon S. Staples

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Eliot, Maine
LD 1272

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