

EXHIBIT G-1

479 MAIN STREET, KINGFIELD, MAINE CONTRACT ZONE

CONTRACT ZONING AGREEMENT BETWEEN WORKFORCE HOUSING COALITION WESTERN MAINE MOUNTAIN and THE TOWN OF KINGFIELD (2023)

This Contract Zoning Agreement (“Agreement”) made this _____ day of _____, 2024 by and between the **TOWN OF KINGFIELD**, a body corporate and politic, located in the County of Franklin and State of Maine (hereinafter the “the Town”) and **WORKFORCE HOUSING COALITION WESTERN MAINE MOUNTAIN** (hereinafter “the Coalition”), a Maine not for profit corporation with an address of P.O. Box 15, Kingfield, Maine.

WHEREAS, the Coalition is under contract to purchase a parcel of real estate located at 479 Main Street, Kingfield, Maine (the “Property”) which is shown on Tax Map 6, Lot 29 and more particularly described in Exhibit A attached hereto.

WHEREAS, the Property is currently located in the Growth Zone as established by the Kingfield Zoning Ordinance (“Zoning Ordinance”).

WHEREAS, the Coalition, or its successors and assigns, wish to further develop the Property for needed workforce housing, multifamily, affordable, and/or elderly use for eligible individuals, each of which are compatible with the Town’s Comprehensive Plan and are set forth in Exhibit B Concept Plan.

WHEREAS, the Town has the authority to enter into contract zoning for the Property pursuant to 30-A M.R.S. §4352 (8) and Article D of the Zoning Ordinance.

WHEREAS, after notice and hearing and due deliberation on this re-zoning proposal, the Town’s Planning Board recommended the re-zoning of the Property.

WHEREAS, the Town, by and through its Planning Board and Select Board, have each determined that the re-zoning is consistent with the Comprehensive Plan and in compliance with the required recommendations under Article D, Section A (6E) of the Zoning Ordinance.

WHEREAS, this re-zoning has been authorized by Town Meeting vote.

NOW THEREFORE, in consideration of the mutual promises made by each party, the parties covenant and agree as follows:

1. The Town will amend the Zoning Ordinance and Zoning Map of the Town of Kingfield to create and to make reference to the 479 Main Street Contract Zone.

2. Subject to final Subdivision and Site plan review and approval by the Planning Board, the Coalition, its successors or assigns in whole or in part, will be authorized to develop the Property in conformity with standards listed in Exhibit G-2 and further subdivide the Property in phases with lots which may be developed in accordance with this Agreement.

3. In reviewing any project located on the Property, the Planning Board will apply the applicable Subdivision Ordinance and Zoning Ordinance including Site Plan standards set forth in those ordinances except as modified by this Agreement. In the event of a conflict between this Agreement and the zoning requirements of the underlying Growth Zone including Subdivision and Site Plan ordinances, this Agreement shall control.

4. The Coalition acknowledges that it only plans to build phase 1 at this time which includes two (2) nine (9) unit multi-family buildings. The Coalition further acknowledges that the Town of Kingfield through its Planning Board will conduct a Public Hearing on any future phases if any when submitted by the Coalition and at that time will determine if the submittal is in compliance with the approved Contract Zone or if they feel an amendment to the Contract Zone is needed.

5. The Coalition is committed to providing long-term housing for the local workforce while still following relevant rules and regulations. Should project funding sources change that require changes to occupancy criteria then the Coalition will share that information and proposed changes to the Town of Kingfield Select Board for approval.

6. The Coalition supports the need to extend the Route 27 town sidewalk and lighting into this new neighborhood. The Coalition will help the Town of Kingfield look for funding sources (grants, etc.) to make this happen.

7. The Coalition has developed a set of rules and regulations dated 8/16/23. Any amendments to these rules and regulations will be shared with the Town.

8. WHCWMMH is a qualified 501C3 organization giving them exemption from state, local and federal taxes. WHCWMMH will provide payments in lieu of taxes (PILOT) at least equivalent to WHCWMMH projected demand on municipal services now and in the future. Initially this payment shall be equal to 10% of the previous calendar year's rental receipts minus utilities if the utilities are included in the rent and paid to the Town on or before April 1st of the next calendar year. These payments may be reviewed at the request of either party and adjusted by mutual agreement.

9. The Coalition, or its successors and assigns, shall record this Agreement in the Franklin County Registry of Deeds and shall submit proof of recording to the Town's Code Enforcement Officer before any site work is undertaken or any building permits are issued.

10. The provisions of this Agreement shall be deemed restrictions on the use of the Property and shall be amended only upon further written agreement of the Town and the Coalition, or its successors or assigns.

11. The above restrictions, provisions and conditions are an essential part of the re-zoning, shall run with the Property and shall bind the Coalition, its successors or assigns, or any party in possession or occupancy of the Property or any part thereof and shall inure to the benefit of and be enforceable by the Town.

12. If any of the restrictions, provisions, conditions or portions of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portions shall be deemed as separate, distinct and independent provisions and such determination shall not affect the validity of the remaining portions hereof.

13. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Subdivision Ordinance and Zoning Ordinance including Site Plan provisions. Notwithstanding anything to the contrary in this Agreement the Select Board upon request of the Coalition is expressly given the authority to modify the terms of this Agreement to further the goals and objectives of the 479 MAIN STREET CONTRACT ZONE.

14. In the event that the Coalition or its successors or assigns fail to develop or operate the project in accordance with this Agreement or in the event of any other breach of any conditions set forth in this Agreement, the Town's Select Board shall have the authority, after written notice to the Coalition, its successors and assigns, and reasonable opportunity to cure, to terminate this Agreement or to recommend to the Town Meeting to re-zone the Property. In the event of such a re-zoning, the Property shall then be used for only such uses or otherwise allowed by law. The Town shall also have the ability to enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S. § 4452.

TOWN OF KINGFIELD

Witness

By: _____
Its Select Board Chair, duly authorized

**WORKFORCE HOUSING COALITION
WESTERN MAINE MOUNTAIN**

Witness

By: _____
Its _____, duly authorized

STATE OF MAINE

FRANKLIN, ss.

_____, 2024

Personally appeared the above-named _____ as _____ of the Town of Kingfield and acknowledged the foregoing instrument to be his/her/their free act and deed in said capacity on behalf of said Town.

Before me,

Notary Public/Attorney at Law
Printed Name:
Commission Expires On:

STATE OF MAINE

FRANKLIN, ss.

_____, 2024

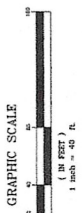
Personally appeared the above-named _____ as president of the Coalition and acknowledged the foregoing instrument to be his free act and deed in said capacity on behalf of said Coalition.

Before me,

Notary Public/Attorney at Law
Printed Name:
Commission Expires On:

EXHIBIT A

BOUNDARY SURVEY
 PREPARED FOR THE ACQUISITION OF LAND BY:
WORK FORCE HOUSING COALITION
WESTERN MAINE MOUNTAINS
 LOCATION: MAIN STREET / MAINE STATE ROUTE 27
 KINGFIELD, FRANKLIN COUNTY, MAINE
 DATE: MARCH 10, 2023



- LEGEND**
- = 3/4" IRON REBAR SET WITH RED PLASTIC CAP RECORDED S.W. COMD PLS 2318 (unless otherwise noted).
 - = UTILITY POLE
 - = OVERHEAD UTILITY LINE
 - = INDEX CONTOUR (MAVD 88 FEET)
 - = INTERMEDIATE CONTOUR (MAVD 88 FEET)

NOTES

NOTE 1 REFERENCE BOOK 3089, PAGE 203 IN THE FRANKLIN COUNTY REGISTRY OF DEEDS FOR A COVENANT AND RESTRICTION ON THE RETAINED JORDAN VENTURES PROPERTY.

NOTE 2 REFERENCE BOOK 4200, PAGE 295 IN THE FRANKLIN COUNTY REGISTRY OF DEEDS FOR A COVENANT AND RESTRICTION ON THE RETAINED JORDAN VENTURES PROPERTY.

PLAN REFERENCE

PLAN 1 "SFS SURVEY PLAN FOR JORDAN VENTURES", DATED SEPTEMBER 24, 2008 PREPARED BY ADAM ENGINEERING & DESIGN, RECORDED IN THE FRANKLIN COUNTY REGISTRY OF DEEDS AS PLAN 1057.

PLAN 2 "STATE OF MAINE DEPARTMENT OF TRANSPORTATION AND ROAD RIGHT WAY MAP, DOT FILE NO. 4-279", SHEETS 246-247 OF 295

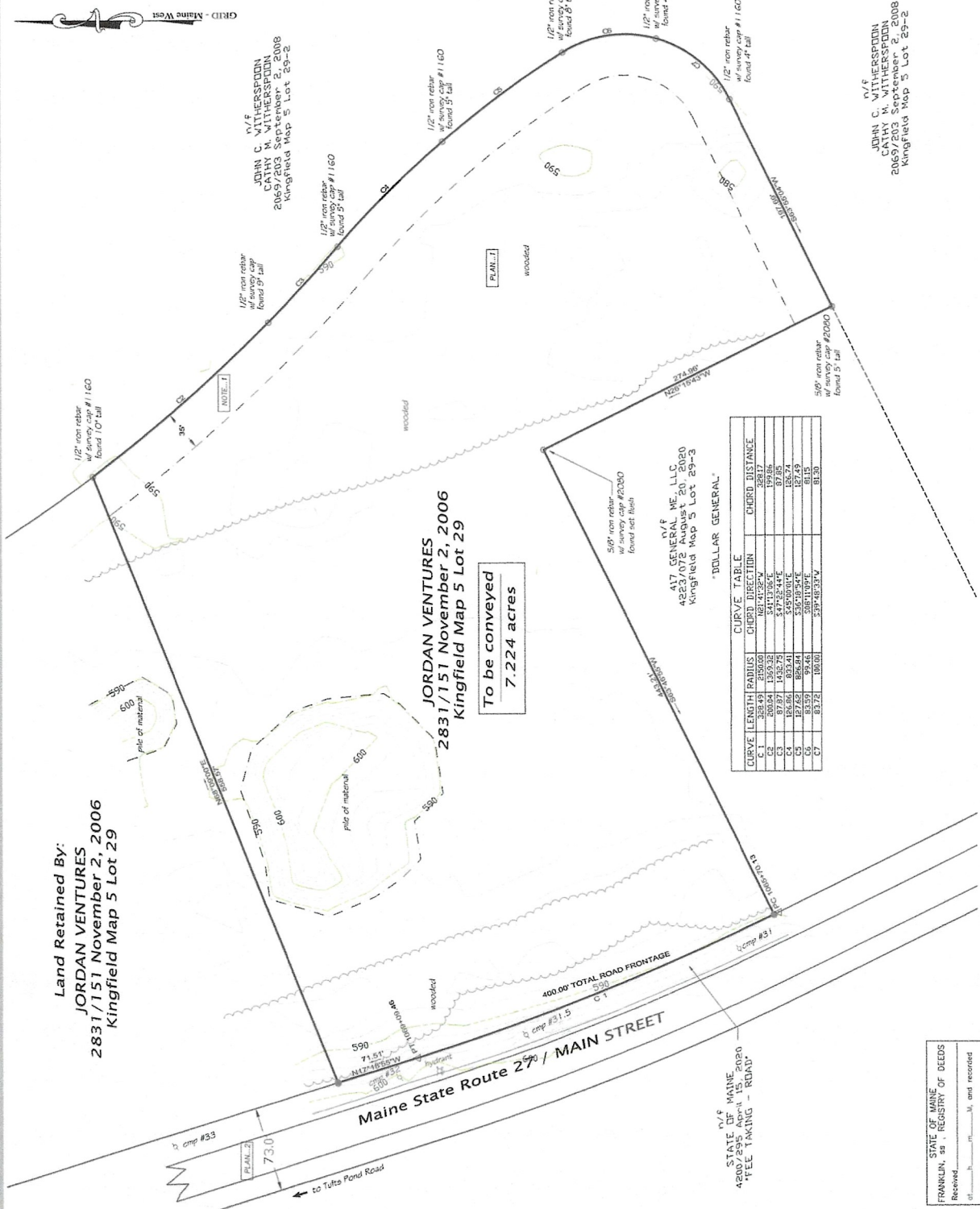
THIS SURVEY CONFORMS WITH THE RULES ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, CHAPTER 90A, PART 2, TECHNICAL STANDARDS NOTED HEREAFTER.

1. NO WRITTEN REPORT PREPARED AT THIS TIME.

PREPARED BY: **SACKETT & BRAKE SURVEY, INC.**
 INVALID - UNLESS SIGNED, SEALED AND/OR EMBOSSED BELOW.
 P.L. BOX 207, RTE. 801 N.
 SACKETT, MAINE 04976
 207-474-2225

STEPHEN W. GOULD
 P.L. 4588

2023029



"DOLLAR GENERAL"

CURVE	LENGTH	RADIUS	CHORD DIRECTION	CHORD DISTANCE
C 1	328.49	2100.00	162.4132°W	263.7
C 2	208.04	1350.32	54.1206°E	198.86
C 3	87.97	153.75	5.262010°E	88.24
C 4	127.62	826.84	53.1835°E	127.49
C 5	83.59	99.46	58.1109°E	61.15
C 7	82.72	100.00	57.4833°E	61.50

P.L. 6
 JOHN C. WITHERSPOON
 CATHY M. WITHERSPOON
 2069/203 September 2, 2008
 Kingfield Map 5 Lot 29-E

STATE OF MAINE
 FRANKLIN, ss. REGISTRY OF DEEDS

Received _____ M, and recorded
 in Plan File _____

ATTEST:
 REGISTER

EXHIBIT B CONCEPT PLAN



PHASE 1:
(18) APARTMENTS

ADDITIONAL PHASES:
(9) APARTMENTS
(8) TOWNHOUSES
(10) SINGLE FAMILY
MAX: 45

PARKING RATIOS:
PHASE 1 -
1.5 : 1 (27 SPACES)
ADDITIONAL PHASES -
1.25 : 1 (12 SPACES)

FOR CONCEPTUAL
PURPOSES ONLY

1 SITE PLAN

EXHIBIT B CONCEPT PLAN

PROJECT
Western
Maine
Mountains
Workforce
Housing
475 Main St
Bangor, ME 04405

Kaplan
Thompson
Architects

NO.	DATE	DESCRIPTION
1	12/22/2023	CONCEPT PLAN
2		
3		
4		
5		
6		
7		
8		
9		
10		

NOT FOR CONSTRUCTION
PROJECT
DATE
12/22/2023
REVISIONS
DRAWN BY
SJD/DAH
PHASE

CONCEPT PLAN
REFERENCE
EXHIBIT B3

EXHIBIT G-2

Standards

479 Main Street Contract Zone

Changes and Modifications to the Kingfield Zoning Ordinances Subdivision and Site Plan.

The maximum total number of dwelling units for this Contract Zone is limited to forty-five (45) of which approximately 60% will be multi-family units and 40% single family units.

Zoning Ordinance

Section 5. Zoning Districts and Overlay Zones

I. Dimensional Requirements,

Minimum Size, Growth District: Lots containing only Single-Family dwellings created by future Subdivision of this Property shall have a minimum size of 5,000 square feet. Lots containing Multi-family dwelling units shall have a minimum size of 40,000 square feet with up to two (2) separate buildings and (18) eighteen units. Lots created by future Subdivision of the Property shall not be required to use public sewer. Lots created with frontage on Routes 142, 16 and 27, will have a minimum road frontage requirement of 100 feet.

Minimum Setbacks and Maximum Lot Coverage:

Current setbacks of the Growth District to neighboring properties shall be maintained per the Zoning Ordinance.

Lots created by Subdivision of this Property shall have Minimum Internal Setback to other newly created Subdivided Lots of:

Road/Street: ten (10) feet,
Side yard: ten (10) feet, and
Rear yard: ten (10) feet.

Road Frontage: Lots created by Subdivision of the Property shall not be required to have a Road Frontage minimum size.

Maximum Lot Coverage for the Property is 75 percent.

J. Roadway Approach Overlay District,

2. Setback from State Roadways

Notwithstanding district regulations to the contrary, structures erected after the effective date of this Ordinance shall be setback a minimum of one hundred (100) feet from the centerline of the traveled way of Routes 142, 16, and 27 subject to the following:

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Section 6. Performance Standards

C. Off-Street Parking and Loading Requirements

1. Basic Requirements: Required off-street parking for all uses shall be located on the same lot as the principle building or use of premises or within eight hundred (800) feet of the Structure measured along lines of access. An area of eighteen (18) feet by eight (8) feet appropriate for the parking of an automobile, exclusive of maneuvering space, shall be considered as a Standard off-street parking space. An area of sixteen (16) feet by eight (8) feet appropriate for the parking of an automobile, exclusive of maneuvering space, shall be considered as a Compact off-street parking space. There shall be a maximum of twenty (20) percent Compact parking spaces of the total.
2. Schedule of Minimum Off-Street Parking Requirements
 - a. Never less than one point two-five (1.25) car parking space per dwelling unit for the Contract Zone as a whole. One point five (1.5) car parking space per dwelling unit for Phase One of development.

H. General Requirements

5. Height Restrictions: Townhouses with garages on the ground floor shall not exceed forty-five (45) feet in height. All other structures shall not exceed thirty-five (35) feet in height. All buildings shall be measured per the Ordinance definitions.

J. Multi-Family Dwellings

1. Multi-family developments may be approved by the Planning Board in accordance with the Land Use Table and Section 7 of the Zoning Ordinance amended and modified by this Contract Zone. All proposals to construct multi-family developments shall be in conformance with the General Performance Standards as set forth in Section 6.A. through G as amended and modified by this Contract Zone. In addition, no structure shall contain more than twelve (12) dwelling units.
3. Multi-family developments shall not be limited in residency by years of age or physical capacity. Multi-family developments in this Contract Zone may be allowed up to a maximum density per the number listed at the beginning of this document, but shall be limited to no more than two (2) multi-family buildings per 40,000 SF of land area.
6. A landscaped buffer shall be provided along Property boundaries to the same depths as the required Setbacks per Section 5 (I) Dimensional Requirements, but no landscaped buffer shall be required along boundaries of future internal Subdivisions of this Property.

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8. B. The proposed development shall not have an unreasonable adverse impact on the public road system, and shall assure safe interior circulation within its site by providing adequate parking and turn-around areas.

8. C. The Property and all Subdivided lots within the Property shall have a minimum of one (1) street access (for emergency and safety purposes). No more than two (2) accesses shall be allowed on any single street or roadway.

W. Keeping of Animals

Animals are limited to common household pets.

SECTION 7. Site Plan Review

H. Criteria and Standards - All Districts

3. Vehicle Access: The proposed site layout shall give special consideration to the location, number, and control of access points, adequacy of adjacent streets, traffic flow, sign distances, turning lanes, and existing or proposed traffic signalization. The design of access to public roads will be guided by the following standards:

a. Streets within the project shall be designed with twenty (20) feet of traveled way with three (3) foot paved shoulders. The Planning Board may consider a modification to the traveled way or shoulder requirements if the applicant agrees to build five (5) foot paved sidewalks/pedestrian paths.

b. Any exit driveway or driveway lane shall be so designed in profile and grading per current Maine DOT Technical Standards and Guidelines.

d. The grade of any exit driveway or proposed street of the Property for a distance of fifty (50) feet from its intersection with any existing street will be a maximum of three (3) percent. The grade of any exit driveway or internal road, after the three (3) percent segment shall be limited to a maximum of ten (10) percent.

Subdivision Ordinance

Article VII. Minimum Standards for Street Design and Construction

B. Design Standards

Minimum Right of Way: 50'

Paving Required: Yes

Lanes Required: Two

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Minimum Lane Width: 10'

Paved Shoulders: 3'

Paved Sidewalks Minimum width 5'

Minimum Grade: 0.5%

Maximum Grade: 10%

Maximum Grade within 50' of Intersections: 3%

C. Construction Standards

5. Property lines at intersections shall be rounded with a minimum radius of 15 feet.

DRAFT 12/30/23