

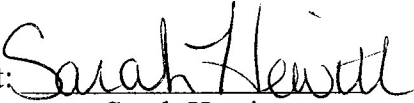
RESULTS OF SPECIAL TOWN MEETING
MAY 22, 2021

Town Clerk, Sarah Hewitt, opened the meeting at 10:10 A.M. on Saturday, May 22, 2021. This was to allow a line of voters to continue with check in. The meeting was located at the Alfred Elementary School.

ARTICLE 1: John Cook was elected moderator. There were no other nominations.

ARTICLE 2: After much question and answer a motion was made to vote on this article by secret ballot. With the results being 36 – YES; 32 – NO. It was voted to amend the Town's Zoning Ordinance and the Official Zoning Map by adopting the Contract Zoning Agreement by and between the Town of Alfred and Alfred Crossing, LLC. A copy of the proposed Contract Zoning Agreement is available at the Town Clerk's office. The affected property is identified as 24 Sanford Road, Map 13, (part of) Lot 32 in the Town's Tax Maps and is referenced in York County Registry of Deeds Book 2829, Page 59, and is currently in the Shoreland Limited Residential District; Resource Protection District – Floodplain; Mixed Use 2 District; and Mixed Use 3 District and is proposed to be rezoned pursuant to the Contract Zoning provisions of the Zoning Ordinance to create Contract Zone No. 2, also referred to as Alfred Crossing.

There were 68 registered voters present.
The meeting was adjourned at 11:01 A.M.

True Copy Attest: 
Sarah Hewitt
Town Clerk, Town of Alfred, ME

Alfred Crossing
Contract Zone Agreement

This Contract Zone Agreement dated as of May 25, 2021, between and among the **TOWN OF ALFRED**, a body of corporate and politic, located in the County of York and State of Maine (the "Town"), and **ALFRED CROSSING, LLC**, a Maine limited liability company ("Alfred Crossing") with a mailing address of 110 Marginal Way, #265, Portland, Maine 04101.

WHEREAS, the Town is authorized to enter into a contract zoning agreement for the rezoning of property pursuant to 30-A M.R.S.A. §§ 3001 and 4352(8) and Sections 160-169 through 160-177.2 of the Alfred Zoning Ordinance, and the standards and requirements contained therein.

WHEREAS, Alfred Crossing seeks to redevelop and reutilize a parcel of real estate located at 24 Sanford Road, Alfred, Maine (the "Property") which is shown on Tax Map 13, Lot 32.

WHEREAS, Alfred Crossing either owns or has entered into contracts to purchase the Property, fronting on the Middle Branch Mousam River consisting of approximately 6.96 +/- acres, all of which property is shown on the plans in Exhibit A attached hereto.

WHEREAS, the Property is currently located in the following four zoning districts as established by the Town of Alfred Zoning Ordinance: Mixed Use District 2, Mixed Use District 3, Resource Protection District- Floodplains, and Shoreland Limited Residential District.

WHEREAS, the Property currently contains two commercial buildings, one most recently the site of a kitchen and bath designer and supply company, and the other a storage building, and has been the site of other commercial/industrial uses associated with the Boston & Maine Railroad.

WHEREAS, Alfred Crossing wishes to renew commercial activity on the Property, by requesting a rezoning of the Property to permit broader types of commercial uses, specific residential uses not currently allowed, and dimensional criteria necessary for proposed re-development of the Property.

WHEREAS, Alfred Crossing desires as a priority to develop the Property to include 20 to 30 units of market rate residential housing to be made available exclusively for age 55+ individuals.

WHEREAS, Alfred Crossing and the Town have agreed that it is desirable that the Property be rehabilitated for the commercial and residential uses outlined in the rezoning proposal.

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

WHEREAS, the Town, by and through its Planning Board and Board of Selectmen, have determined that the re-zoning proposal (a) is consistent with the Comprehensive Plan; (b) allows uses that are consistent and compatible with the existing and permitted uses within the original zones; (c) only include conditions and restrictions that relate to the physical development or operation of the Property; and (d) promotes the general welfare, is in the public interest and will have beneficial effects on the Town as a whole which would not result if the Property were developed under the current zoning.

WHEREAS, this re-zoning proposal has been authorized by vote of the Town of Alfred legislative body at Town Meeting.

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

1. The Town hereby amends the Zoning Ordinance and Zoning Map of the Town of Alfred to create and to make reference to the Alfred Crossing Contract Zone, as shown on **Exhibit A**, Plan Sheet 3, Proposed Lot Division and Zoning for Alfred Crossing, LLC, attached hereto and hereby incorporated by reference.
2. Alfred Crossing, its successors and assigns, shall use the Property in compliance with all applicable requirements in the contract zone agreement standards set forth in **Exhibit B**, attached hereto and hereby incorporated by reference. The Alfred Crossing Contract Zone means the development of the Property as established by this Agreement and generally consistent with the Proposed Development Plan for Alfred Crossing, LLC (either Option 1 or Option 2) set forth on **Exhibit A**, Plan Sheets 4 and 5, attached hereto and hereby incorporated by reference. The Proposed Development Plans (Plan Sheets 4 and 5 of the attached **Exhibit A**) are intended to illustrate the concept of the proposed development and do not create specific rights or obligations, other than those specific requirements set forth in this Agreement.
3. Alfred Crossing, or its successors or assigns, shall substantially commence construction of the proposed development of the Property within 24 months of the date of enactment of the Alfred Crossing Contract Zone, and shall substantially complete such construction in accordance with the following: (a) within 48 months of the date of enactment for the portion of the Property depicted as Lot 1 on **Exhibit A**, Plan Sheet 3, and (b) within 36 months of the date of enactment for the portion of the Property depicted as Lot 2 on **Exhibit A**, Plan Sheet 3. In the event that Alfred Crossing, or its successors or assigns, fail(s) to meet the afore-mentioned substantial commencement and substantial completion deadlines, the contract zoning agreement approved by the Town as set forth in the Alfred Crossing Contract Zone shall expire, and the Property shall revert to its prior (or, as applicable, any successor) zoning district status, in accordance with Section 160-177 of the Alfred Zoning Ordinance. These deadlines may be extended by a vote of the Town Meeting.

4. Alfred Crossing shall record the fully executed Contract Zoning Agreement and all exhibits and attachments thereto in the York 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.

5. Because the proposed development of the Property affects shoreland areas as identified in the Zoning Ordinance, this proposal is not effective unless approved by the Commissioner of Environmental Protection as required by 38 M.R.S. §438-A(3).

6. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property and shall be amended only upon further written agreement of the Town and Alfred Crossing or its successors in interest to the Property and after compliance with State law for adoption or amendment of contract zones.

7. The restrictions, provisions and conditions of this Contract Zoning Agreement are an essential part of the re-zoning, shall run with the Property, shall bind Alfred Crossing, its successors in interest and any assigns of the Property 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.

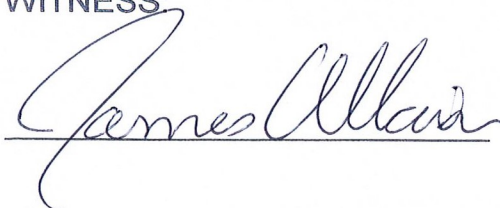
8. This Agreement shall be enforced pursuant to 30-A M.R.S. § 4452, Section 160-144 of the Zoning Ordinance, or through legal action for specific performance of this Agreement.

9. 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.

10. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with all applicable provisions of the Town of Alfred zoning, subdivision and land use permitting requirements.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the date hereof.

WITNESS:



TOWN OF ALFRED, by its Selectmen



Tony Palminteri, Chair

WITNESS:

James Allain

Glenn Dochtermann
Glenn Dochtermann

WITNESS:

James Allain

Rich Pasquini
Rich Pasquini

WITNESS:

James Allain

ALFRED CROSSING, LLC

By: Sean E. Kirby, Its Member

STATE OF MAINE
YORK, ss

May 25, 2021

Personally appeared the above-named Tony Palminteri, in his capacity as chairman of the Board of Selectmen for the Town of Alfred, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Alfred.

Tamara S. Bellman
Notary Public/Attorney at Law

TAMARA S. BELLMAN
Print Name Notary Public, State of Maine
My Commission Expires April 13, 2026

STATE OF MAINE
YORK, ss

May 25, 2021

Personally appeared the above-named Glenn Dochtermann, in his capacity as member of the Board of Selectmen for the Town of Alfred, and acknowledged the foregoing

instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Alfred.


Notary Public/Attorney at Law

TAMARA S. BELLMAN
Print Name Notary Public, State of Maine
My Commission Expires April 13, 2026

STATE OF MAINE
YORK, ss

May 25, 2021

Personally appeared the above-named Rich Pasquini, in his capacity as member of the Board of Selectmen for the Town of Alfred, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Alfred.


Notary Public/Attorney at Law

TAMARA S. BELLMAN
Print Name Notary Public, State of Maine
My Commission Expires April 13, 2026

STATE OF MAINE
YORK, ss

May 26, 2021

Personally appeared the above-named Sean E. Kirby, in his capacity as member of Alfred Crossing, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.


Notary Public/Attorney at Law

TAMARA S. BELLMAN
Print Name Notary Public, State of Maine
My Commission Expires April 13, 2026

Exhibit A

Plan Sheets

(reduced copies)

Sheet 1: Cover Sheet

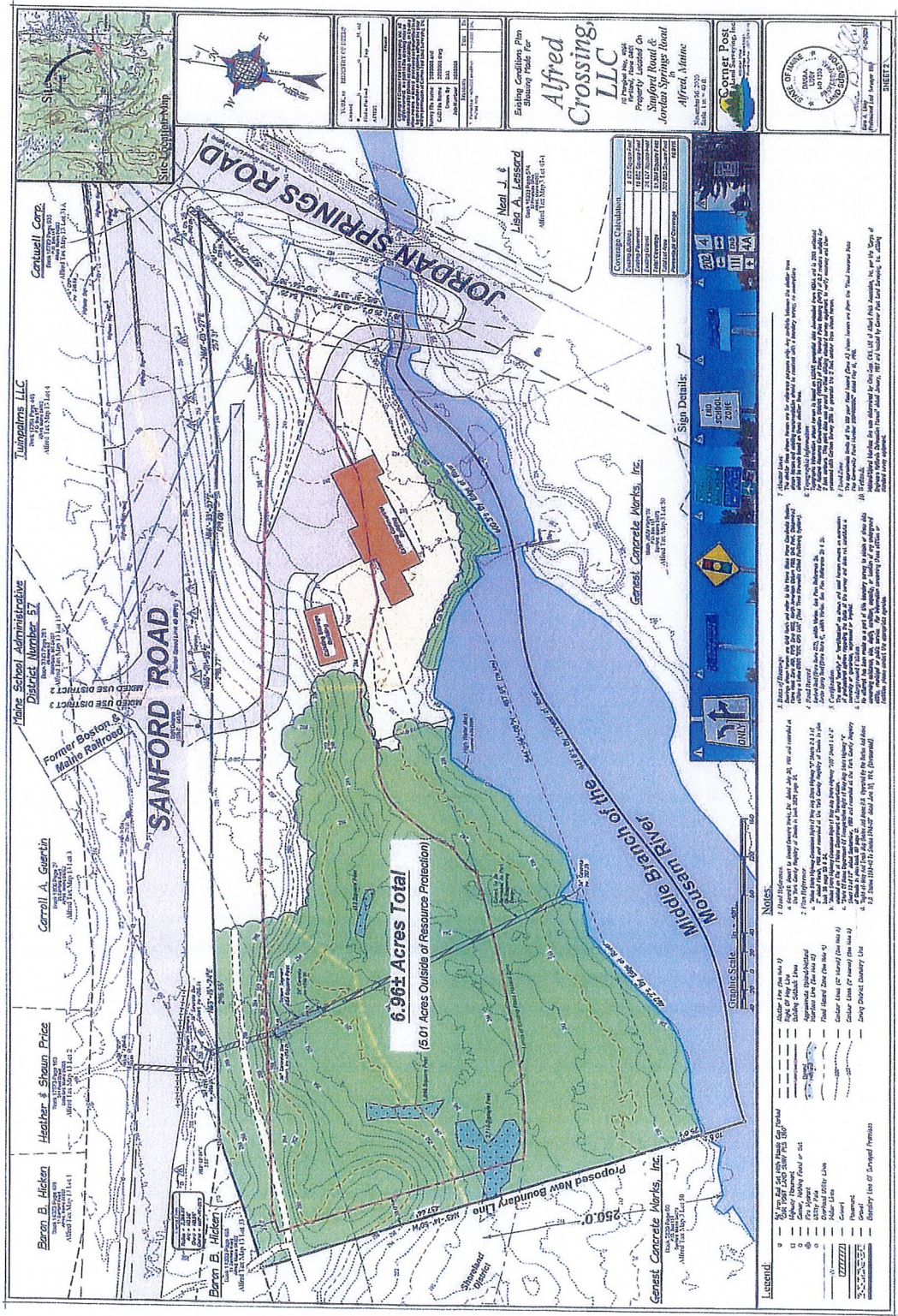
Sheet 2: Existing Conditions Plan

Sheet 3: Proposed Lot Division and Zoning Plan

Sheet 4: Option 1 Proposed Development Plan

Sheet 5: Option 2 Proposed Development Plan





Alfred Crossing, LLC
 10 Spring Hill Road
 Property Located On
 Sanford Road &
 Jordan Springs Road
 Alfred, Maine
 November 16, 2020
 Scale: 1" = 400'

Corner Post
 10 Spring Hill Road
 Alfred, Maine 04912

SEAL OF THE STATE OF MAINE
 DEPARTMENT OF LAND USE AND PLANNING
 100 WATER STREET
 AUGUSTA, MAINE 04330
 603.287.5000
 www.maine.gov/landuse

PROJECT SHEET
 Prepared For: Alfred Crossing LLC
 Date: 11/16/2020

Coverage Calculations

Category	Area (Acres)
Site Area	10.00
Water	1.00
Wetlands	1.00
Other	0.00
Total	12.00

Sign Details

Sign Type	Quantity
Rectangular Sign	1
Triangular Sign	1
Other Sign	0
Total	2

Notes

1. All dimensions are in feet unless otherwise noted.
2. All bearings are in degrees, minutes, and seconds.
3. All distances are in feet unless otherwise noted.
4. All areas are in acres unless otherwise noted.
5. All bearings and distances are based on the 1983 datum.
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Legend

- Proposed New Boundary Line
- Sanford Road
- Jordan Springs Road
- Middle Branch of the Mousum River
- Wetlands
- Water
- Other
- Site Area
- Proposed New Boundary Line
- Sanford Road
- Jordan Springs Road
- Middle Branch of the Mousum River
- Wetlands
- Water
- Other
- Site Area

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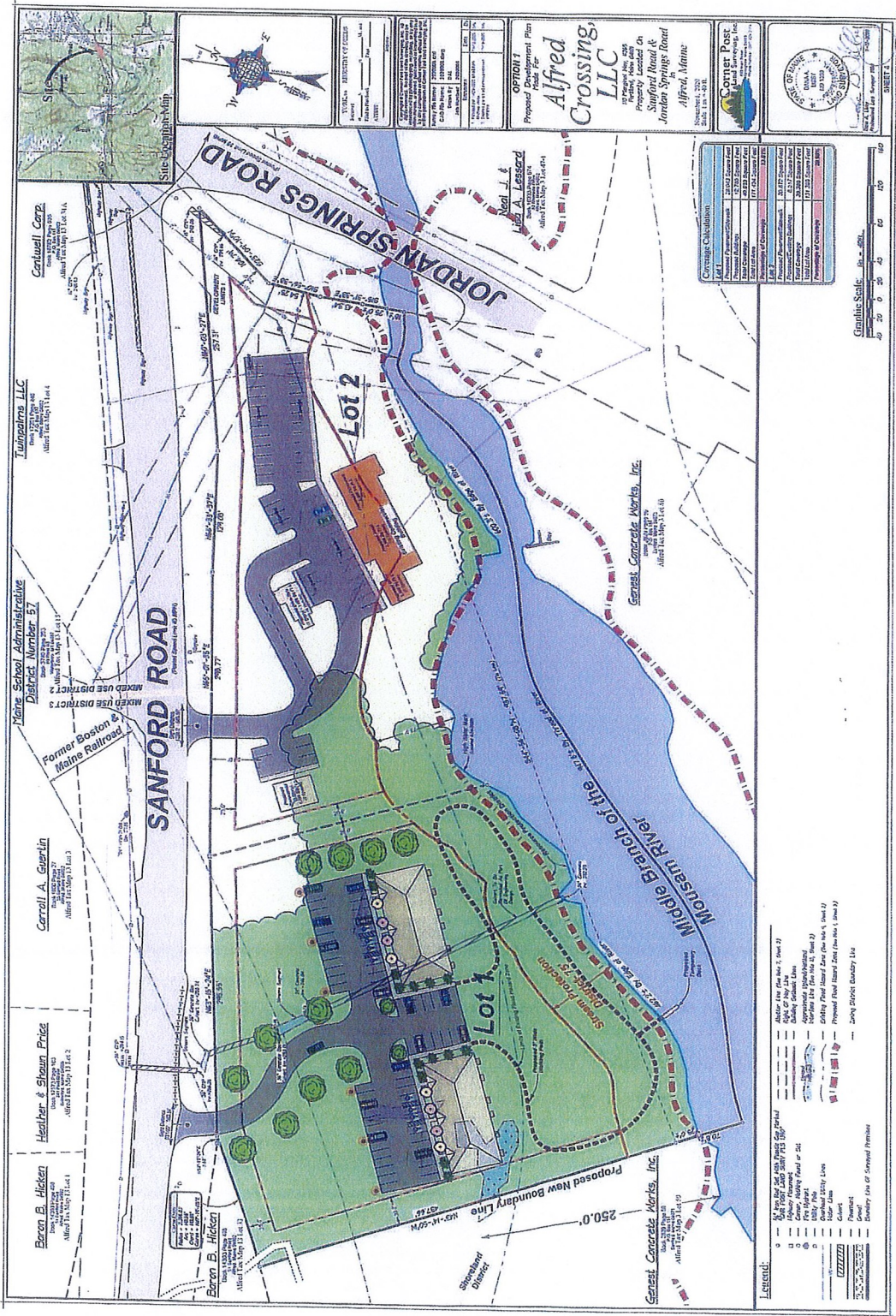


Exhibit B

Contract Zone Agreement Standards

Alfred Crossing Contract Zone Standards

1. Allowed Uses

The following uses as they are defined in the Zoning Ordinance, shall be allowed in the Alfred Crossing Contract Zone without a land use permit:

- Office in the home
- Garage and yard sales
- Recreational open space use
- Clearing or removal of vegetation for activities other than timber harvesting
- Emergency operations
- Fire prevention activities
- Soil and water conservation practices
- Surveying and resource analysis
- Essential operations of the Water District
- Essential Services- Roadside distribution lines (34.5 kv and lower)
- Service drops
- Filling and earthmoving of less than 100 cubic yards
- Maintenance and repair of structures, driveways, parking areas, and all other infrastructure
- Signs

2. Permitted Uses

The following uses as they are defined in the Zoning Ordinance, shall be permitted in the Alfred Crossing Contract Zone with a land use permit authorized by the Code Enforcement Officer:

- Single family residences, excluding mobile home
- Temporary piers, docks, and other similar structures
- Two-family residences
- Home crafts
- School bus shelters
- Filling and earthmoving of more than 100 cubic yards
- Road construction
- Septic systems and associate piping
- Temporary dwellings used in connection with the construction of a permanent building

are located within an existing structure and within an expansion thereof, as otherwise allowed by this Ordinance.

3. Prohibited Uses

Uses that are not expressly enumerated herein as either permitted uses or conditional uses are prohibited.

4. Dimensional Standards

Minimum lot size	1 acre
Maximum lot coverage (% of lot area)	75%
Minimum shore frontage (per lot, in feet)	200
Minimum street frontage per lot (in feet)	125
Minimum building setback (from ROW, in feet)	25
Minimum side setback, existing lot line (in feet)	25
Minimum side setback, proposed lot line (in feet)	20
Minimum rear setback (in feet)	30
Minimum setback from Middle Branch Mousam River (in feet)	75
Maximum height (in feet)	45
Maximum density (principal uses per acre or lot)	No restriction on number of residential or commercial uses per acre or lot, but no more than 25 dwelling units per building for multi-family residences shall be allowed.

5. District Standards

The performance standards in Articles XVII and XVIII apply to the Alfred Crossing Contract Zone, except as modified below. In the case of a conflict between the performance standard modifications herein and the performance standards in Articles XVII and XVIII, the provisions herein control.

A) **Access control and traffic impacts**- Must meet the requirements of Section 160-90.

B) **Off street parking and loading requirements**- The dimensions of the parking spaces shall be a minimum of 9 feet by 18 feet but need not measure more than a minimum of 9 feet by 18 feet (except as otherwise required by law for handicapped accessible parking). For

multi-family residences, no more than one and one-half parking spaces per unit shall be required.

- C) **Multi-family residential housing for older persons**- No building may contain more than 25 dwelling units. Each principal building must be set back at least 20 feet from any exterior lot line.

6. **Contract Zone Plan**

The lot shall be generally developed and used in accordance with the proposed contract zone plans, as Exhibit B, reduced copies of which are attached hereto, as it may be further approved and amended from time to time pursuant to the provisions of the Alfred Zoning Ordinance and this Agreement (the "Contract Zoning Agreement"). Notwithstanding any other provisions of the Zoning Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on the proposed contract zone plans as they may be varied in accordance with Section 7, below, shall be permitted under the Zoning Ordinance.

7. **Amendments**

Any amendment which involves the following changes to the terms of this Agreement will require an amendment approved by vote of the Town's legislative body at a Town Meeting after a public hearing:

- i) Any change in the uses allowed per this agreement; and
- ii) Any increase in the number of dwelling units beyond the maximum number permitted in this Agreement.

Except for the forgoing, any other changes and any subsequent site plan approvals or subsequent site plan amendments need only be approved by either (i) the Planning Board after a public hearing in accordance with this Agreement, or (ii) for changes that would otherwise only require Code Enforcement Officer approval under the Zoning Ordinance, then the approval of such officer, all without need for further Town Meeting approval of such changes.

8. **Definitions:** In addition to the definitions established in Section 160-14 of this Ordinance, for the purposes of this Section the following definition shall apply:

Multi-Family Residential Housing for Older Persons: A multi-family dwelling intended for or occupied exclusively by persons identified as eligible for "housing for older persons" as

defined in the Federal Housing for Older Persons Act, 42 U.S.C. Section 3607(b)(2), specifically, housing intended and operated for occupancy by persons 55 years of age or older.