

NOTICE OF PUBLIC HEARING
MUNICIPAL OFFICERS OF THE TOWN OF
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on September 19th, 2023, at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach consider whether to approve a Contract Zone Agreement between Land Matters, LLC and the Town of Old Orchard Beach, for the property located at 60 Saco Ave., Map 206, Block 10, Lot 1 in the GB2 district, pursuant to 30A M.R.S.A., Section 4352 (8) and Section 78-31 and Chapter 78, Article IV, of Old Orchard Beach Zoning Ordinance, and Section 410 of the Old Orchard Beach Charter? The purpose of the contract zone is to allow the establishment of a 6-unit residential condominium building.

Proposed Contract Zone is attached.

Per Order of the Municipal Officers this 5th day of September, 2023.

A True Copy
Attest:

s/Kim McLaughlin
Kim M. McLaughlin, Town Clerk

THE FRANKLIN CONTRACT ZONE
CONTRACT ZONING AGREEMENT
BETWEEN LAND MATTERS, LLC and THE TOWN OF OLD ORCHARD BEACH

This Contract Zoning Agreement is made this ____ day of _____, 2023 by and between the **TOWN OF OLD ORCHARD BEACH**, a body corporate and politic located in the County of York and State of Maine (hereinafter the “Town”) and **LAND MATTERS, LLC**, a Maine limited liability company with a principle place of business in Saco, Maine, (hereinafter “Property Owner”).

WHEREAS, pursuant to a certain Purchase & Sale Agreement dated April 9, 2021, Property Owner has a right and interest in a parcel of real estate located at 60 Saco Avenue, Town of Old Orchard Beach, Maine (Tax Map 206, Block 10, Lot 1) and which address shall be changed to 9 Fern Park Avenue, Town of Old Orchard Beach, Maine, as depicted on the ***Trillium Engineering Group boundary survey (the “Boundary Survey”)*** and attached hereto as **Exhibit A** and incorporated herewith (hereinafter the “Property”).

WHEREAS, the Property is currently located in the General Business District 2 (GB-2) (“GB-2”), under the Old Orchard Beach Zoning Ordinance (“OOBZO”).

WHEREAS, the Property consists of approximately **0.325 acres (14,176 sq/ft)** and is located at the corner of Saco Avenue and Fern Park Avenue.

WHEREAS, the Property is not currently in use having previously housed a branch of the U.S. Post Office and is built in the style of a commercial office building.

WHEREAS, Property Owner wishes to further develop and make use of the Property as a six (6) unit residential condominium so as to revitalize the Property and make use of it in conformity with the Town of Old Orchard Beach Comprehensive Plan (“OOB Comp Plan”).

WHEREAS, Property Owner and the Town wish to create a separate zone known as The Franklin Contract Zone which will enable above-described uses to exist on the Property.

WHEREAS, the Town has the authority to enter into a contract re-zoning for the Property pursuant to 30-A M.R.S.A. §4352 and Article IX “Contract Zoning”, et seq., of the OOBZO.

WHEREAS, after notice and hearing and due deliberation on the re-zoning phase, the Old Orchard Beach Planning Board recommended re-zoning of the Property.

WHEREAS, pursuant to Section 78-2138 and 30-A M.R.S.A. § 4352(8), the Planning Board and the Town Council have determined that: the re-zoning is consistent with the Town’s Comprehensive Plan; and, that the re-zoning is consistent with existing uses and allowed uses within the original zone; and, that the conditions described in this Agreement and in the Franklin Contract Zone are sufficient to achieve the purposes described in Section 78-2131.

WHEREAS, the re-zoning has been adopted by the Town Council.

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

1. The Town will amend the Zoning Ordinance and map to create and make reference to this Agreement and the The Franklin Contract Zone as depicted on Exhibit A.

2. Subject to final Planning Board approval and after public hearing, of the Site Plan, the Property Owner and/or its heirs, successors and assigns shall be authorized to use the Property for any of the uses set forth in the description of The Franklin Contract Zone attached hereto as **Exhibit B** and incorporated herewith.

3. In reviewing the Site Plan, the Planning Board will apply the standards set forth in the Old Orchard Beach Ordinance except as modified by the description of the Franklin Contract Zone attached hereto as Exhibit B and incorporated herewith. The project shall be developed substantially conforming with the layout shown on the Site Plan, Exhibit A. The Planning Board may make modifications of the Site Plan without amendment of this Agreement.

4. Property Owner shall record the Contract Zoning Amendment in the York County Registry of Deeds and shall submit proof of recording to the Town's Code Enforcement Officer and Planner.

5. 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 Property Owner and/or its heirs, successors and assigns to the Property.

6. The above restrictions, provisions and conditions are an essential part of the re-zoning, shall run with the Property and shall bind Property Owner and/or its heirs, successors and 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.

7. 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.

8. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Town of Old Orchard Beach Zoning Ordinance.

9. In the event that Property Owner and/or its successors and assigns fail to develop or operate the Property in accordance with this Agreement or in the event of any other breach of any conditions set forth in this Agreement, the Town Council shall have the authority, after written notice to Property Owner and/or its successors and assigns, and reasonable opportunity to

cure, to terminate this Agreement or to re-zone the Property to the current zone or any successor zone. 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.A. § 4452.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the ____ day of _____ 2023.

TOWN OF OLD ORCHARD BEACH

Witness By: _____
Its Town Council

LAND MATTERS, LLC

Witness By: _____
Its Member & Manager
Thereunto duly authorized

Witness Tom Gillis

STATE OF MAINE
YORK, ss. _____, 2023

Personally appeared the above-named _____ as _____
of the Town of Old Orchard Beach and acknowledged the foregoing instrument to be their free
act and deed in said capacity on behalf of said Town.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE
YORK, ss. _____, 2023

Personally appeared the above-named Tom Gillis as Member & Manager of Land
Matters, LLC, and acknowledged the foregoing instrument to be his free act and deed in said
capacity on behalf of said Land Matters, LLC.

Before me,

Notary Public/Attorney at Law

EXHIBIT B
THE FRANKLIN CONTRACT ZONE

A. Purpose

The Franklin Contract Zone (“FCZ”) shall be located at 9 Fern Park Avenue, Town of Old Orchard Beach, Maine (Tax Map 206, Block 10, Lot 1)(the “Property”).

The purpose of the FCZ is to allow for current structure(s) located on the Property to be developed and used as a residential condominium with up to six (6) units.

The Franklin Contract Zone is consistent with the Old Orchard Beach Comprehensive Plan (“Comprehensive Plan”) Policy A.40 in that it seeks to sustainably maintain and preserve the existing structure, said structure being the former U.S. Post Office. The improvement of the current one story brick structure will include the incorporation of historic architectural materials and details which will reflect and enhance the former character of building and improve the aesthetics of the community consistent with Policy A.26 of the Comprehensive Plan. The footprint of the existing structure shall not be enlarged and the building height will be less than thirty-five (35’) feet.

Consistent with the Comprehensive Plan, The Franklin Contract Zone includes the installation of an additional five (5’) foot wide sidewalk, landscaping, and seating, along the southwesterly side of Fern Park Avenue, which shall improve pedestrian safety.

Consistent with the Comprehensive Plan, Policy A.3, The Franklin Contract Zone conforms to the predominately residential nature of the GB-2 District and the surrounding neighborhood and will add up to six (6) moderately priced residential condominium units, with rental term(s) of less than thirty (30) days prohibited, to the Town’s housing stock, which is in conformity with the Comprehensive Plan Policy A.3 to assure opportunities for affordable housing while allowing the proper workings of the real estate marketplace.

Consistent with the Comprehensive Plan, The Franklin Contract Zone will restore and improve the visual character of the premises which is prominently situated on Saco Avenue, the major gateway to the Town center. It will have no negative impact on traffic on Saco Avenue nor will it add any additional traffic to Fern Park Avenue.

Consistent with the Comprehensive Plan, the Franklin Contract Zone will not place additional burden upon the Town to provide municipal services as electric, telecommunication, water and sewer services already exist upon the Property; and, The Franklin Contract Zone shall provide private carting services for trash removal and the

removal of waste. Snow removal within the Franklin Contract Zone will be effectuated by private contractor.

Consistent with the Comprehensive Plan, Policy A.42, ample on-site parking will be provided for residents and guests consistent with Policy A 42 and in conformity with the existing on- site requirements of the Town.

B. Permitted Uses

The following uses shall be permitted in The Franklin Contract Zone (FCZ):

- (1) Single-family detached, two-family, and multifamily dwellings.
- (2) Accessory buildings, structures, or uses.
- (3) Business, professional, and governmental offices.
- (4) Retail uses of less than 5,000 square feet of gross leasable area.
- (5) Artist and craftsman studios.
- (6) Lodges and fraternal organizations.
- (7) Lodging establishments.
- (8) Municipal uses.
- (9) Community living arrangements.
- (10) Residential Condominium. For purposes of the FCZ “Residential Condominium” shall mean a residential condominium project, which units are individually owned, one hundred (100%) percent of which are used for residential purposes and not for transient use as short-term rentals.

C. Conditional Uses

The planning board may authorize the following uses in the FCZ provided that the conditions of Article VII, Chapter 78, OOBZO are met:

- (1) Automotive service and/or repair.
- (2) Retail uses in excess of 5,000 square feet of gross leasable area.
- (3) Public/private utility facility.
- (4) Wireless telecommunication facilities: architectural siting only.
- (5) Home occupations.
- (6) Cafes.

D. Prohibited Uses

Prohibited uses in the FCZ are as follows:

- (1) Truck terminals/motor freight business.
- (2) Drinking establishments.
- (3) Mobile homes.
- (4) Contractor storage yard 1 and 2.

E. Space and Bulk Requirements

Space and bulk requirements for the FCZ are as follows:

Standard	Residential Uses	Nonresidential Uses
Minimum lot area	2,300 sq. ft. NDD*	5,000 sq. ft. NDD*
Minimum lot area per unit	2,300 sq. ft.	5,000 sq. ft.
Minimum lot frontage	60 feet	60 feet
Minimum lot width	50 feet	50 feet
Minimum front yard setback, all structures	15 feet	15 feet
Minimum side yard setback, all structures	10 feet	10 feet
Minimum rear yard setback, all structures	15 feet	15 feet
Commercial use abutting a residential property	NA	25 feet
Maximum building coverage	35%	50%
Maximum building height	35 feet	35 feet

*NDD = Net development density

F. Performance Standards

- (a) *Parking*. In addition to parking standards specified in Division 4, Article VIII, Chapter 78, OOBZO, all uses in the FCZ shall conform to the following parking requirements:

- (1) Where the town establishes parallel parking on Saco Avenue, properties fronting such facilities may reduce the required amount of on-site parking, specified under Division 4, Article VIII, Chapter, OOBZO, in the following manner:

Use Size	Required Off-Street Parking
<500 square feet net leasable area	None
500—1,500 square feet net leasable area	50% of required
1,500+ square feet net leasable area	100% of required

- (2) All required off-street parking shall be located in the side or rear yards of a property and not in the front yard fronting Saco Avenue.
- (b) *Driveway locations.* Notwithstanding driveway location standards specified in Division 4, Article VIII, Chapter 78, OOBZO, corner lots with less than 100 feet of frontage on Saco Avenue shall establish driveways on side streets and not access Saco Avenue directly. The combined frontage of two adjacent parcels shall be applied to the 100-foot frontage requirement, provided that the parcels share a single curb cut and driveway.
- (c) *Site improvements.* Site improvements are as follows:
 - (1) *Curbs and sidewalks.* Where nonresidential development or multifamily residential development or apartment houses in excess of five units fronts a public street, the property owner shall construct a public sidewalk and street curb within the street right-of-way for the length of the property frontage. All sidewalks and curb designs shall conform to specifications as established by the Planning Board.
 - (2) *Lighting.* Notwithstanding the standards for parking lot lighting specified in Division 4, Article VIII, Chapter 78, OOBZO, all freestanding site lighting shall:
 - a. Not exceed the height of the principal building or 14 feet, whichever is less.
 - b. From a nonresidential use, not shed more than 0.5 footcandle onto surrounding residential or nonresidential properties.
 - c. Be shielded to prevent point source glare.
 - (3) *Street trees.* Where nonresidential development or multifamily residential development in excess of five units fronts a public street, the property owner shall install street trees within the highway right-of-way or within a conservation easement fronting the property as specified by the planning board.
- (d) *Signage.* All signs in the FCA must conform to the following standards in addition to those of Division 5, Article VIII, Chapter 78, OOBZO:
 - (1) *Materials.* All proposed signage shall be constructed of either wood, metal, or fabric.
 - (2) *Lighting.* All proposed signs may be illuminated by one or more shielded external light fixtures affixed to the building, the sign, or uplights emanating from the ground. Internally illuminated signs shall be permitted.
 - (3) *Area and dimensions.* Area and dimensions are as follows:
 - a. Total aggregate signage located on the site, displayed on retractable awnings, affixed to the building, and displayed in the windows shall not exceed one square foot of signage for every two linear feet of building or storefront frontage on a public street.
 - b. Maximum aggregate signage for any business shall not exceed 40 square feet.

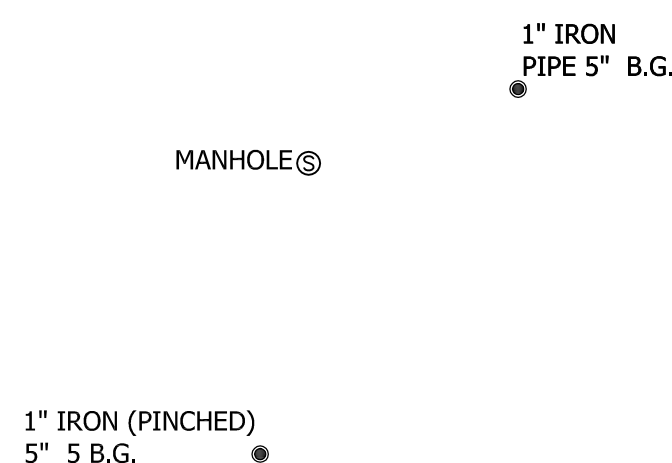
- c. Freestanding signs shall not exceed 15 feet in height and shall not exceed the allowable square footage. Square footage of signage allocated for the freestanding sign shall be subtracted from the maximum allowable square footage.
- d. Permitted sign area is not transferable between sides of the building located on a corner lot.

G. **Flood Plains**

Any construction or development within a flood plain, as defined by the Old Orchard Beach Flood Plain Management Ordinance, shall additionally comply with the terms of that Ordinance.

H. **Site Plan Review**

Any proposals as described in Chapter 78, Article IV (Site Plans), of the OOBZO shall be subject to site plan review and approval by the Planning Board prior to receipt of a building permit or plumbing permit.



1. BEARINGS ARE RELATIVE TO MAGNETIC NORTH 2023.
2. PROPERTY ID 206-10-1 ON OLD ORCHARD BEACH GIS MAPPING PAGE
3. SURVEYED PARCEL CONTAINS 14,178 S.F.
4. PROPERTY IS LOCATED IN THE GB-2 ZONE.

EASEMENTS OF RECORD:

1. PROPERTY IS SUBJECT TO A 15 FOOT WIDE RIGHT-OF-WAY LYING ADJACENT TO THE SOUTHWESTERLY SIDELINE.

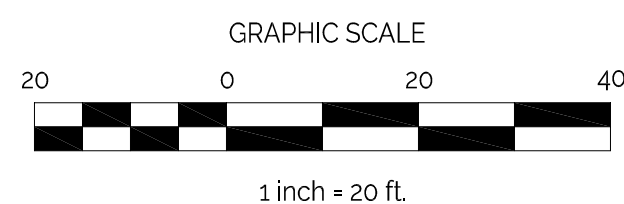
PLAN REFERENCES:

1. 74 SACO AVENUE CONDOMINIUM PLAT, DATED AUGUST 2015, PREPARED BY BH2M.
2. PLAN OF LANDS OF FERN PARK LAND CORPORATION, OLD ORCHARD BEACH MAINE, DATED JULY 1930, PREPARED BY LIBBY AND DOW ENGINEERS, RECORDED IN THE YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 11, PAGE 43.
3. MAINE STATE HIGHWAY COMMISSION, RIGHT OF WAY MAP, STATE HIGHWAY 9, DATED JANUARY, 1956, S.H.C. FILE NUMBER 16-113..




CERTIFICATION:

To the best of my knowledge, information, and belief, and in my professional opinion, this survey conforms to the Standards of Practice promulgated by the Maine Board of Licensure for Professional Land Surveyors.

ADVANCE COPY



LEGEND

	IRON PIPE/ROD FOUND
	5/8" REBAR SET
	CONCRETE MONUMENT



TRILLIUM
ENGINEERING GROUP
189 MAIN STREET SUITE 200
YARMOUTH, ME 04096

PROPERTY LOCATION:

60 SACO AVENUE
OLD ORCHARD BEACH, ME 0406
YORK COUNTY

CLIENT:

THOMAS GILLIS

PO BOX 468
OLD ORCHARD BEACH, ME
04064

PLAN NOT VALID



WITHOUT SIGNATURE

CLIFTON E. & SUZANNE M. TEMM PROPERTY
50 SACO AVENUE OLD ORCHARD BEACH, MAINE YORK COUNTY

BOUNDARY SURVEY

[illegible]

SHEET TITLE:

BOUNDARY SURVEY

SURVEYOR:	AJC
DRAWN:	AJC
DATE:	04-17-23
PROJECT NUMBER:	22-231

S-1