

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 April 21st, 2026, at 6:30 p.m. to consider the following:

To consider whether to approve a Contract Zone Agreement between Goosefare Crossing, LLC and the Town of Old Orchard Beach, for the property located at or near the Smithwheel Road (including a portion of Tax Map 107, Block 2, Lot 27, a portion of Tax Map 107, Block 2, Lot 33, Tax Map 107, Block 2, Lot 36, Tax Map 107, Block 4, Lot 2, and Tax Map 107, Block 4, Lot 3); 77 Smithwheel Road (Tax Map 107, Block 2, Lot 23); and 51 Smithwheel Road (Tax Map 107, Block 2, Lot 1) in the Residential 4 District and Industrial District, pursuant to 30A M.R.S.A., Section 4352 (8), Chapter 78, Section 78-31 and Chapter 78, Article IX of the 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 178 residential dwelling unit development, consisting of multi-family and duplex style condominium units, and recreational facilities.

Per Order of the Municipal Officers this 7th day of April, 2026.

A True Copy

Attest:

s/Kim M. McLaughlin
Kim M. McLaughlin, Town Clerk

THE GOOSEFARE CROSSING CONTRACT ZONE

CONTRACT ZONE AGREEMENT
BETWEEN GOOSEFARE CROSSING, LLC and
THE TOWN OF OLD ORCHARD BEACH

This Contract Zone Agreement is made this ____ day of _____, 2026 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 **GOOSEFARE CROSSING, LLC**, a Maine limited liability company with a principal place of business in Old Orchard Beach, Maine, and **NEW HERITAGE BUILDERS, INC.**, a Maine corporation with a principal place of business in Old Orchard Beach, Maine, (together, hereinafter the "Developer").

WHEREAS, Goosefare Crossing, LLC is the owner of 77 Smithwheel Road (Tax Map 107, Block 2, Lot 23) by virtue of the deed given by Express Home Furnishings LLC, dated March 29, 2021, and recorded in the York County Registry of Deeds in Book 18610, Page 260.

WHEREAS, New Heritage Builders, Inc. is the owner of 51 Smithwheel Road (Tax Map 107, Block 2, Lot 1) by virtue of a deed given by Colindale Associates, Inc., dated March 28, 2000, and recorded in said Registry of Deeds in Book 10193, Page 167 (hereinafter, the "Colindale Parcel").

WHEREAS, Goosefare Crossing, LLC has a right and interest in certain lots or parcels of land situated at or near the Smithwheel Road (including a portion of Tax Map 107, Block 2, Lot 27, a portion of Tax Map 107, Block 2, Lot 33, Tax Map 107, Block 2, Lot 36, Tax Map 107, Block 4, Lot 2, and Tax Map 107, Block 4, Lot 3) by virtue of a Purchase and Sale Agreement by and between Goosefare Crossing, LLC, James D. Blow, and Old Orchard Beach Land Development, Inc., dated on or about August 23, 2023, and any amendments thereto.

WHEREAS, the above-described properties (hereinafter, the "Property") are located within the Residential 4 District (R-4) and partially within the Industrial District (ID) under the Town of Old Orchard Beach Zoning Ordinances, and is more particular shown on the plan attached hereto.

WHEREAS, the Property consists of approximately 40 acres of land and is located off the Smithwheel Road.

WHEREAS, the Colindale Parcel is currently developed with multi-family housing (consisting of 64 units), and the remaining portion of the Property is currently undeveloped, vacant land, of which approximately 7.60 acres are burdened by a CMP easement and are therefore undevelopable, approximately 3.75 acres are wetlands, and approximately 4.75 acres are steep slopes and not otherwise suitable for development, resulting in a total of approximately

23.90 acres of developable area.

WHEREAS, Developer wishes to further develop the Property with the addition of 178 residential dwelling units, consisting of multi-family and duplex style condominium units, and appurtenant recreational facilities.

WHEREAS, Developer has petitioned for a contract zone to amend the Old Orchard Beach Zoning Ordinance for the reasons as follow:

1. The majority of the undeveloped portion of the Property is situated in the ID Zone, in which residential use is a conditional use, subject to Section 78-903 which establishes a maximum density of one unit per 75,000 square feet of net residential area, and a minimum setback of 50 feet from all property lines. Given the limitations of the Property, and after subtracting the wetland areas that will remain protected, the project would likely be restricted to approximately 14 units and would not be viable without a contract zone.
2. The proposed development will confer the following benefits to the Town, in keeping with the goals of the Comprehensive Plan:
 - a. Ten percent of units will be offered at affordable rents equal to or below the Maine State Housing Authority's (MSHA) 80% Local Median Income Limits (by household size), as established annually for York County.
 - b. Ten percent of units will be designated as age 55+ housing. (The percentage of units designated as 55+ housing is exclusive from the percentage of affordable units.)
 - c. The Developer shall provide an easement to the Town of Old Orchard Beach over portions of the undeveloped area of the Property for the purposes of pedestrian access, trail development, land stewardship and other conservation purposes. This easement ensures long term connectivity and access to trails and open space within the development and to adjacent neighborhood areas, Goosefare Brook, Blueberry Plains, and other nearby Town-owned lands. The Applicant will collaborate with Town Staff to finalize trail head locations on the site plan prior to Site Plan/Subdivision approval.
 - d. The Applicant will construct approximately 5,000 linear feet of trail network or escrow funds, based on an estimate obtained by the Applicant. The trails will be in natural condition, single track, and limited to non-motorized use.
 - i. Ownership and maintenance responsibilities of those portions of the trails on the subject property will be the responsibility of the Association, subject to the terms and conditions of a public easement to the Town of Old Orchard Beach.
 - ii. The Applicant will provide \$20,000.00 to be placed in an escrow account for three years for the explicit purposes of making improvements to trails and providing cleanup of glass and other debris at Blueberry Plains.

- e. The proposed development will include the construction of a private park, consisting of playground equipment, seating and landscaping to provide an outdoor amenity for the association and neighboring Colindale Parcel. Equipment will be carefully selected by the Developer to accommodate the broadest range of age and ability.
- f. Developer shall cooperate with the local transit authority on the installation of a new public transit stop adjacent to the development, should the transit authority deem an additional stop as warranted and necessary.

NOW, THEREFORE, pursuant to the authority found in 30-A M.R.S., Section 4352(8), and Section 1.8, et. seq. of the Old Orchard Beach Zoning Ordinance, and by vote of the Old Orchard Beach Town Council on _____, 2026, the following findings are hereby adopted:

1. The Property consists of a large tract of undeveloped land located within a designated Growth Area as defined by the Comprehensive Plan, but as a result of the current zoning restrictions and site conditions, any further development of the Property is significantly limited. The proposal is consistent with the goal of the Comprehensive Plan of increasing housing availability to summer and year-round residents, including affordable housing, while making efficient use of available undeveloped parcels.
2. The proposed rezoning is consistent with the goals set forth in the Old Orchard Beach Comprehensive Plan in that it will allow the Property to be developed at its highest and best use, creating expanded housing choices, functional open space, and improved connectivity to and through the Property. The proposed rezoning is consistent with one of the goals identified as most important to the Town, as set forth in Section IV of the Comprehensive Plan, which is to direct growth to areas with economical access to existing sewer and water facilities. The Comprehensive Plan has an overall theme of promoting desirable development, which includes providing a benefit to the public. The community benefits identified herein above provide meaningful public benefits.
3. The proposed rezoning furthers with the following policies set forth in the Comprehensive Plan:
 - a. Policy A 21 stated that within the designated Growth area the Town should consider incentives like density bonuses and flexible design to encourage planned development on larger lots. Multi-family residential districts and industrial districts are specified as Growth Areas in the Comprehensive Plan.
 - b. Policy B.6 speaks to mechanisms that foster development of affordable housing including muti-family rentals and condominiums and states a mechanism that deserves consideration for meeting the residential housing goals is contract zoning.
 - c. Policy B.8 states the Town should encourage and promote the construction of fifty additional affordable housing units.
 - d. Policy A 21 stated that within the Designated Growth Area the Town should consider incentives like density bonuses.

- e. Policy E.4 states the town should expand opportunities for walking by working with private landowners to maintain controlled access to open land for these uses.
 - f. Policy E.6 states the town should promote neighborhood pride and a sense of belonging by identifying places for community gathering and recreation.
4. The conditions hereinafter set forth in this contract and by the Old Orchard Beach Planning Board are sufficient to meet the purposes of contract zoning as set forth in Section 78-2131 of the Zoning Ordinance.
 5. The proposed development will serve the purposes of the Residential 4 District and Industrial District Zones which allow for residential uses. The R-4 District allows one, two, and multifamily residential uses (see Section 78-557 and 78-578 of the Zoning Code). The ID District allows for “Residential Uses” provided certain conditions are met. The Town has interpreted the use of the term “residential uses” in the ID District to include one, two and multifamily residential uses. Accordingly, the Contract Zone is consistent with the uses allowed in the original zones.

WHEREFORE, based on the findings above set forth, the Old Orchard Beach Town Council hereby agrees that this contract shall modify the permitted uses, space and bulk requirements, and performance standards in the R-4 and ID districts for the parcels currently depicted as Tax Map 107, Block 2, Lot 1, Tax Map 107, Block 2, Lot 27, , Tax Map 107, Block 2, Lot 36, Tax Map 107, Block 4, Lot 2, Tax Map 107, Block 4, Lot 3, and those portions of Tax Map 107, Block 2, Lot 23 and Tax Map 107, Block 2, Lot 33 as shown on the plan attached hereto, according to the following terms and conditions:

1. The following residential uses shall be permitted:
 - a. Two-family dwellings;
 - b. Multifamily dwellings and apartment houses; and
 - c. Accessory buildings, structures or uses.
2. Minimum net lot area per family unit shall be 4,000 sq. ft.
3. Minimum front yard setbacks shall be 20 feet, regardless as to the use of any abutting property.
4. Minimum side and rear yard setbacks shall be 20 feet, regardless as to the use of any abutting property.
5. Notwithstanding Section 74-309 of the Zoning Ordinance, design standards for the internal private rights of way serving the proposed development shall meet the following minimum standards:
 - a. Minimum right-of-way width: 0’
 - b. Minimum pavement width: 18 feet including 2’ clear zone on each side of the road.
 - c. Maximum grade: 10%.
 - d. Minimum centerline radius: 100 feet
 - e. Minimum tangent between curves of reverse alignment: 50 feet
 - f. Minimum width of shoulders, each side: 0’

2, Lot 36, Tax Map 107, Block 4, Lot 2, and Tax Map 107, Block 4, Lot 3, and those portions of Tax Map 107, Block 2, Lot 23 and 107, Block 2, Lot 33 on the Town of Old Orchard Beach tax maps and as shown on the exhibit attached hereto.

- h. This contract and its provisions shall specifically and exclusively apply to the contract zone request submitted by Developer. Approval of this contract zone is in part based on the technical qualifications of Developer as submitted to the Town. Accordingly, without the prior written consent of the Town Council, which consent shall not unreasonably be withheld, this contract and the contract zone it creates shall not be transferable by Developer.
- i. Failure of Developer to secure subdivision approval from the Planning Board, and any and all other permits or approvals (excluding building permits) that may be required by the Town or other regulatory agencies, including, but not limited to the Maine Department of Environmental Protection (stormwater permit for the first phase only), the Maine Department of Transportation, and the Army Corps of Engineers, within two years of the approval of this Contract by the Town Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of Developer, this two year deadline may be extended by one year upon written request to the Town Council submitted by Developer prior to the expiration of the original two-year period, and in the event the final permits or approvals are delayed due to the pendency of an appeal, the two year deadline shall start to run from the date the appeal(s) are determined and such permits or approvals become final.
- j. The project may be completed in up to four (4) phases, as more particularly shown on the phasing plan attached hereto. Prior to the issuance of a certificate of occupancy for the fifteenth (15th) unit in the project, the Developer shall complete such portion of the internal roadways necessary to connect both access points to Smithwheel Road. Failure of Developer to initiate substantial construction of the first phase of the project within two (2) years from the date of final approval of this contract zone, or within two (2) years from the date the permits and approvals referred to in Subparagraph (i) above become final, whichever shall last occur, shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond control of Developer, this two-year deadline may be extended by one year upon written request to the Town Council submitted by Developer prior to the expiration of the original two-year period. For purposes of this Contract, the term “substantial construction” shall mean the extension of utility lines (water and sewer) and an internal roadway necessary to serve the then applicable phase of the project. The Developer shall initiate substantial construction of each subsequent phase within two (2) years from the date of completion of the prior phase, which period may be extended upon written request to the Town Council in the event of delays due to circumstances beyond the reasonable control of the Developer.
- k. The Developer shall substantially complete each phase within thirty-six (36) months from the date in which Developer initiates substantial construction. For the purposes of this Contract, each phase shall be deemed to be

substantially complete at such time that all roads, utilities, and other site improvements shown on any approved plan with respect to such phase have been completed and installed, and certificates of occupancy have issued for at least 60% of the dwelling units located within such phase. In the event Developer is unable to substantially complete any phase within such thirty-six (36) month period as a result of delays in permitting, shortages of labor or materials, or any other circumstance beyond the reasonable control of Developer, the time period in which to substantially complete such phase may be extended by a period of one year upon written request to the Town Council.

- l. The development of each of the four (4) phases proposed shall independently further the policies set forth in the Comprehensive Plan and provide for public benefits. With respect to Phase 1, while it consists of only three duplex buildings, the commencement of construction triggers the Developer's obligation to complete the trail improvements and the escrow of funds for the purposes of maintaining and improving trails as set forth in Section 7(e) and 7(e)(ii) herein, providing a public benefit to the community. Phase 2 further provides for additional residential development in a designated growth area in furtherance of the comprehensive plan, and includes functional open space for recreational activities. Phase 3 furthers the public benefit of providing housing with several larger multi-family buildings, which will include a mix of affordable housing in accordance with Section 7(c). Phase 3 also results in the completion of the internal roadway connecting the two Smithwheel Road access points, providing improved connectivity, along with the construction of a clubhouse and pool area, providing recreational opportunities to the residents. Similar to the public benefits provided for by Phase 3, Phase 4 delivers additional residential development in a growth area, with a mix of multi-family and duplex buildings, providing for affordable housing, 55+ housing, open space, and a playground.
- m. The easements, covenants, restrictions, and agreements set forth herein, including without limitation, the minimum requirements for affordable housing units and 55+ units, shall be incorporated into the condominium documents by reference to this Contract to ensure future compliance.
- n. The Town of Old Orchard Beach shall have the power to enforce all conditions and restrictions in this contract zoning agreement pursuant to Section 78-33 of the Zoning Ordinance and 30-A M.R.S. § 4452, and through legal action for specific performance of this Agreement. In the event Developer or its successors or assigns fail to develop the property in accordance with this Agreement, or in the event of any other breach hereof, and such failure continues for a period of thirty (30) days after written notice of such failure or breach, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if Developer, its successors or assigns, fail to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time taking into account the nature of such failure or breach and the action necessary to cure or remedy the same, this Agreement may be terminated by vote of the Old Orchard Beach Town

- Council. In that event, the Property may then only be used for such uses and according to such zoning requirements as are otherwise allowed by law.
- o. Based on the above findings, conditions and restrictions, the Town Council hereby incorporates this contract zoning agreement into the Old Orchard Beach Zoning Ordinance by reference. By signing this Contract, both parties agree to abide by the conditions and restrictions contained herein. The above restrictions, provisions and conditions are an essential part of the rezoning of the property, shall run with the land, shall bind Developer, and their respective successors in interest and assigns of the Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Old Orchard Beach.

Adopted by the Old Orchard Beach Town Council on _____, 2026.

(Signature Blocks on Next Page.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____ 2026.

TOWN OF OLD ORCHARD BEACH

Witness

By: _____
Connor Rague, Town Council

Witness

By: _____
Michael Tousignant, Town Council

Witness

By: _____
Shawn O'Neill, Town Council

Witness

By: _____
Jay Kelley, Town Council

Witness

By: _____
Kenneth Blow, Town Council

GOOSEFARE CROSSING, LLC

Witness

By: _____
King H. Weinstein, Manager
Thereunto duly authorized

NEW HERITAGE BUILDERS, INC.

Witness

By: _____
King H. Weinstein, President
Thereunto duly authorized

STATE OF MAINE
YORK, ss.

_____, 2026

Personally appeared the above-named Connor Rague, Councilor, Michael Tousignant, Councilor, Shawn O'Neill, Councilor, V. Louise Reid, Councilor, Kenneth Blow, Councilor, 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

STATE OF MAINE
YORK, ss.

_____, 2026









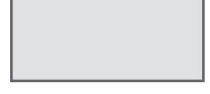



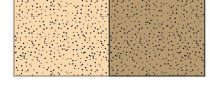

Personally appeared the above-named King H. Weinstein as Manager of Goosefare Crossing, LLC, and President of New Heritage Builders, Inc., and acknowledged the foregoing instrument to be his free act and deed in said capacity on behalf of said Goosefare Crossing, LLC and New Heritage Builders, Inc.

Before me, _____
Notary Public

Smithwheel Road Conceptual Plan

- (x10) Building B - 160 Units
- (x9) Duplex - 18 Units
- (x1) Clubhouse
- (x190) Residential Parking Spaces
- (x4) Trailhead Parking Spaces
- (x6) Playground Parking Spaces

LEGEND:

- | | | | |
|---|------------------------|---|---|
|  | Existing Structures |  | Pool |
|  | Proposed Structures |  | Site Boundary |
|  | Existing Vegetation |  | Approximate Wetland (Nat'l Wetland Inventory) |
|  | Proposed Vegetation |  | Approximate Wetland (Previous Survey) |
|  | Edge of Pavement |  | CMP Easement |
|  | Sidewalk |  | Conservation Easement |
|  | Footpath, Hiking Trail |  | Playground Area or Community Space |

PHASE 3
CONSTRUCTION OF 3 MULTI-FAMILY UNITS, AND THEIR ASSOCIATED PARKING, DRIVEWAY, AND UTILITIES.

PHASE 4
CONSTRUCTION OF REMAINING MULTI-UNIT BUILDINGS, PUBLIC RECREATIONAL FACILITIES, RECREATIONAL TRAILS AND ASSOCIATED PARKING & UTILITIES.


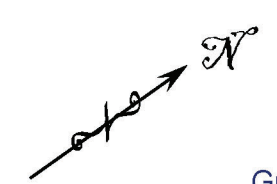
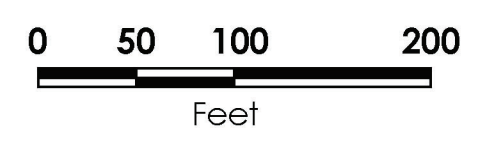
PHASE 2
CONSTRUCTION OF 4 DUPLEXES (8 UNITS), OPEN RECREATION AREA, & ASSOCIATED DRIVEWAY & EXTENSION OF PHASE 1 UTILITIES

PHASE 1
CONSTRUCTION OF FIRST 3 DUPLEXES (6 UNITS) & ASSOCIATED DRIVEWAY & UTILITIES

PHASE 3
PEDESTRIAN IMPROVEMENTS TO EXISTING COLLINDALE SITE & UTILITY EXTENSIONS TO SMITHWHEEL RD AS NEEDED.

NOTE:
UTILITY LAYOUT IS PRELIMINARY AND SUBJECT TO CHANGE
THIS PLAN DOES NOT INCLUDE OFFSITE IMPROVEMENTS THAT MAY BE REQUIRED PER MDOT TRAFFIC PERMITTING.



 HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING WWW.HALEYWARD.COM		DATA SOURCES Topographic Relief — MEGIS LIDAR 1ft Contours — Derived from LIDAR Ex. Features — MEGIS, Microsoft, Bing Imagery Pr. Features — vfarr, pmerrill, bmeader Software — AutoCAD, ArcGIS Pro, Illustrator.
CLIENT KING WEINSTEIN	COORDINATE SYSTEM UTM 19N, NAD 83. EPSG: 26919.	
LOCATION OLD ORCHARD BEACH, ME	ORIENTATION  Grid North, 55° E	
PROJECT TYPE CONCEPTUAL PLAN	SCALE  1:1,200 1" = 100'	
DATE CREATED 6/21/2024	DATE UPDATED 2/19/2026	PROJECT NO. 13871.012
DRAFTED BY vfarr, bmeader	LAST EDIT BY cetrillard	PROJ. MANAGER dolehowski

