

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.

EXHIBIT G-1

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.

EXHIBIT G-1

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

EXHIBIT G-1

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: