

ORDER
STANDISH TOWN COUNCIL

DATE: December 14, 2021
ORDER NUMBER: 100-21

SUBMITTED BY: LeClerc

TITLE: AMENDMENTS TO STANDISH TOWN CODE, CHAPTER 181, LAND USE,
REGARDING ORCHARD ROAD SOLAR CONTRACT ZONE

The Town of Standish hereby ordains as follows (additions are underlined and deletions are ~~struck-out~~):

SEE ATTACHMENT

APPROVED _____ DISAPPROVED _____

ROLL CALL	YEA	NAY	ABSTAIN
-----------	-----	-----	---------

BUTLER	_____		
DELCOURT	_____		
GABA	_____		
LECLERC	_____		
LIBBY	_____		
MACRI	_____		
PAUL	_____		

CLERK/SECRETARY _____

Introduction – 12/14/2021
Planning Board Public Hearing – 2/7/2022
First Reading – 3/8/2022
Public Hearing – 4/12/2022

**AMENDMENTS TO STANDISH TOWN CODE, CHAPTER 181, LAND USE,
REGARDING ORCHARD ROAD SOLAR CONTRACT ZONE
(Additions are underlined; deletions are ~~struck out~~.)**

**CHAPTER 181 – LAND USE
PART 1
ZONING**

• • •

**ARTICLE III
District Regulations**

• • •

§ 181-11. Contract zoning.

• • •

§ 181-11.10. Time period for renewal of contract zoning request.

• • •

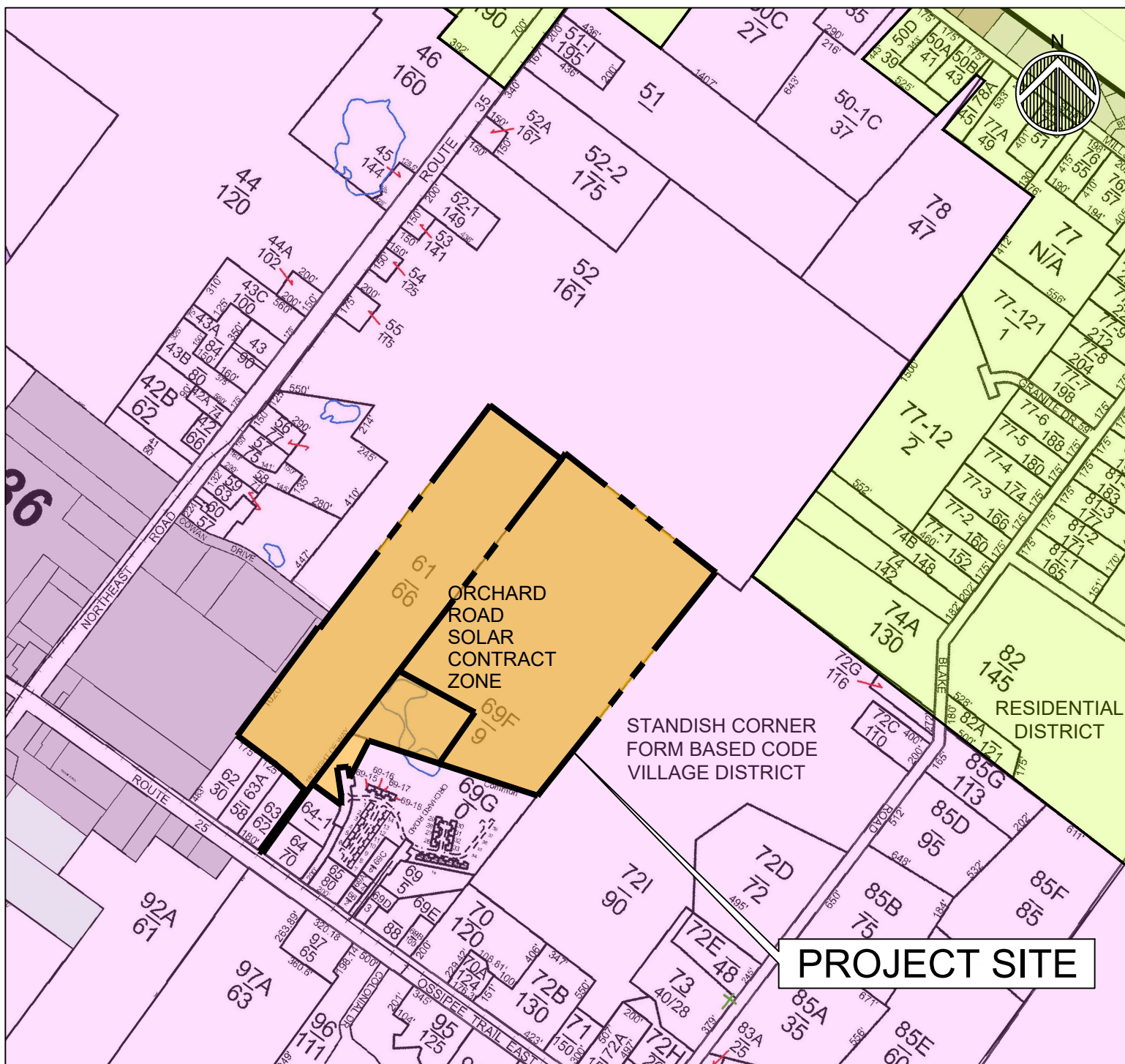
§§ 181-11.11 – 181-11.19. (Reserved)

§ 181-11.20. Orchard Road Solar Contract Zone District (Overlay Zone).

_____ The property located in this overlay zoning district is subject to the Contract Zone Agreement that is attached to this chapter as **Appendix D** and incorporated herein by reference.

• • •

Amend the Official Zoning Map of the Town of Standish dated November 5, 2018, as amended from time to time, as provided under § 181-12 and §§ 181-60 – 181-62 of the Zoning Ordinance, to place certain land area into the Orchard Road Solar Contract Zone District (Overlay Zone), all as more particularly shown on the attached sketch map. (The attached sketch map is for general reference purposes only. The Official Zoning Map amendment is available for review and inspection at the Town Clerk's Office and the Town Planner's Office.)



LEGEND:

- RESIDENTIAL DISTRICT
- STANDISH CORNER FORM BASED CODE VILLAGE DISTRICT
- ORCHARD ROAD SOLAR CONTRACT ZONE

PROPOSED ZONING MAP

PROJECT:
ORCHARD ROAD SOLAR
23 ROSE LANE, STANDISH, ME

PREPARED FOR:
NEW HAMPSHIRE SOLAR GARDEN
43 HOLMES CT
PORTSMOUTH, NH 03801



207.926.5111 • info@terradyndynconsultants.com • www.terradyndynconsultants.com

PINELAND
41 CAMPUS DRIVE, SUITE 101
NEW GLOUCESTER, ME 04260

PORTLAND
565 CONGRESS STREET, SUITE 201
PORTLAND, ME 04101

PROJECT NO.

2078

DATE

11/23/2021

SCALE

1"=800'

SHEET

EX
B

APPENDIX D

CONTRACT ZONING AGREEMENT
BY, BETWEEN AND AMONG THE TOWN OF STANDISH,
ORCHARD ROAD SOLAR, LLC,
RR & JP PROPERTIES LLC,
MARK D. FLOOR, KAREN P. FLOOR,
AND
REMARKABLE HOMES, INC.

This Contract Zoning Agreement (“Agreement”) is entered into this ____ day of _____, 2022, by, between and among the Town of Standish, a Maine municipal corporation with a mailing address of 175 Northeast Road, Standish, ME 04084 (the “Town”); Orchard Road Solar, LLC, a New Hampshire limited liability corporation qualified to conduct business in Maine, with a mailing address of 43 Holmes Ct., Portsmouth, NH 03801 (“the Developer”); RR & JP Properties LLC, a Maine limited liability company with a mailing address of P.O. Box 404, Standish, ME 04084; Karen P. Floor and Mark D. Floor, individuals with a mailing address of 45 Milt Brown Road, Standish, ME 04084; and Remarkable Homes, Inc., a Maine business corporation with a mailing address of 45 Milt Brown Road, Standish, ME 04084 (collectively, the “Parties”), pursuant to the conditional and contract rezoning provisions set forth in 30-A M.R.S. § 4352(8) and Section 181-11 of the Standish Zoning Ordinance (the “Zoning Ordinance”), as both may be amended from time to time.

WHEREAS, RR & JP Properties LLC owns a parcel of land located at 66 Ossipee Trail in Standish described in a deed recorded in Cumberland County Registry of Deeds Book 31039, Page 197 and further identified as Map 10, Lot 61 on the Town Tax Maps (the “RR Property”); and

WHEREAS, Karen P. and Mark D. Floor own a parcel of land located at 100 Orchard Street in Standish described in a deed recorded in Cumberland County Registry of Deeds Book 19561, Page 261 and identified as a portion of Map 10, Lot 69F on the Town Tax Maps (the “Floor Property”); and

WHEREAS, Remarkable Homes, Inc. owns a parcel of land located off Rose Lane in Standish described in a deed recorded in Cumberland County Registry of Deeds Book 24188, Page 112 and identified as a portion of Map 10, Lot 69F on the Town Tax Maps (the “Remarkable Homes Property”); and

WHEREAS, RR & JP Properties LLC, Karen P. Floor, Mark D. Floor and Remarkable Homes, Inc. are hereinafter collectively referred to as the “Property Owners”; and

WHEREAS, the RR Property, the Floor Property and the Remarkable Homes Property total 70.49 acres and are hereinafter sometimes collectively referred to as the “Contract Zone Area”; and

WHEREAS, the Contract Zone Area is currently located in the Standish Corner Form Based Code Village District (“SCD FBCVD”) under the Zoning Ordinance; and

WHEREAS, Large-Scale Solar Energy System is currently defined in the Zoning Ordinance as “[a] solar energy system that occupies 17,000 square feet or more of surface area; surface area shall be measured by the total surface area of the solar collector at maximum tilt that occupies a given space”; and

WHEREAS, Large-Scale Solar Energy System is not currently a permitted use in the SCD FBCVD zoning district; and

WHEREAS, the Contract Zone Area is separated from the development on Ossipee Trail by a large area of wetlands, effectively isolating it from the Standish Corner village; and

WHEREAS, environmental conditions and applicable regulations severely limit the ability to develop the Contract Zone Area with a use that is permitted in the underlying zoning district; and

WHEREAS, the Developer wishes to lease all or a portion of the RR Property, Floor Property, and the Remarkable Homes Property for the development of a Large Scale Ground-Mounted Solar Energy System (the “Solar Site”); and

WHEREAS, the Solar Site is depicted on the attached plan entitled “Orchard Road Solar, Overall Site Plan” prepared by Terradyn Consultants, LLC and dated July 27, 2021 shown on ***Exhibit A*** (the “Solar Site Project”); and

WHEREAS, the Developer has requested a rezoning of the Contract Zone Area to permit the Solar Site Project to proceed;

WHEREAS, the Solar Site Project serves the Town’s community policy to “encourage new business, commercial and industrial development to locate within Growth and Transitional Areas” as set forth in the Future Land Use Plan on page 36 of the 2006 Comprehensive Plan Update; and

WHEREAS, the Solar Site Project serves the Town’s community policy to “buffer new businesses to help preserve rural character” as set forth in the Economic Development chapter on page 69 of the 2006 Comprehensive Plan Update; and

WHEREAS, the Solar Site Project serves the Town’s community policy to encourage commercial development that “does not overly burden public services and infrastructure, or natural resources” as set forth in the Economic Development chapter on page 69 of the 2006 Comprehensive Plan Update; and

WHEREAS, the Solar Site Project serves the Town’s community policy to “Plan for potential new roads so that the investment is targeted to the designated growth areas”

as set forth in the Transportation System chapter on page 78 of the 2006 Comprehensive Plan Update; and

WHEREAS, all of the required public hearings have been duly noticed and conducted in accordance with Maine law; and

WHEREAS, the Planning Board, pursuant to § 181-11.5 of the Zoning Ordinance and 30-A M.R.S. § 4352(8), and after notice and hearing and due deliberation thereon, **[recommended] [did not recommend]** the rezoning of the Contract Zone Area as aforesaid; and

WHEREAS, the Town, acting by and through the Town Council, is authorized to approve contract zoning agreements pursuant to § 181-11.6 of the Zoning Ordinance and the provisions of 30-A M.R.S. § 4352(8); and

WHEREAS, the Town, acting by and through the Town Council, therefore, has determined that said rezoning would be, and is, pursuant to and consistent with the Town's local growth management program and Comprehensive Plan adopted pursuant to 30-A M.R.S. § 4321 *et seq.* and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Agreement and amendment of the Zoning Ordinance accordingly.

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

1. Zone Change. The Town hereby amends the Zoning Map of the Town of Standish by adopting the zoning map change amendment shown on **Exhibit B** to include the RR Property, the Floor Property, and the Remarkable Homes Property in the Orchard Road Solar Contract Zone. The provisions of this Agreement shall operate as an "overlay" zone with respect to the area shown on Exhibit B, and except as otherwise set forth in this Agreement, all other requirements of the underlying SCD FBCVD zoning district shall apply.

2. Permitted Uses Within the Contract Zone Area. The uses permitted within the Contract Zone Area established in Section 1 above shall be as follows:

(a) All uses authorized as of the date of execution of this Agreement, and as may be amended hereafter, as permitted uses in the SCD FBCVD.

(b) Large-Scale Ground Mounted Solar Energy Systems, as defined in the Zoning Ordinance.

3. Restrictions within the Contract Zone Area. The underlying standards of the SCD FBCVD are modified as follows:

(a) Except as provided below in subsections (b) and (c), all standards set forth in Article VIC (Regulations Concerning Solar Energy Systems) of the Zoning Ordinance shall apply to the development of the Contract Zone Area and shall supersede all conflicting standards in the SCD FBCVD.

(b) Where a single ground-mounted solar energy system spans across a property lot line located within the interior of the Contract Zone Area, no minimum side setback shall be required from said spanned property line.

(c) The Contract Zone Area may be accessed by a private way that meets the standards set forth in § 181-14(C)(4) of the Zoning Ordinance for private ways that serve two residences.

4. Site Connectivity. Except as may be reasonably necessary during construction, the principal vehicular access point to the Solar Site shall be located off of Rose Lane. Access to the Contract Zone Area via a future 66 foot wide right of way to provide future connectivity to Cowan Road shall be provided as part of the Solar Project Site.

5. Fire Protection. At least one specialized transport skid unit (pump and water tank) and compatible utility terrain vehicle (UTV) will be required in order to provide sufficient emergency fire access to the Solar Project. Prior to the issuance of a Final Inspection Letter (Certificate of Completion) for the Solar Site Project by the Code Enforcement Officer, the Developer shall contribute \$10,000 to the Town for the purchase of such equipment, such equipment to be approved by the Standish Fire Chief and to be purchased directly by the Town.

6. Performance Guarantees. Performance Guarantees, in the form of a bond, escrow agreement, irrevocable letter of credit, or other surety, shall be provided for the Solar Site Project as required by § 181-49.36 of the Zoning Ordinance, as may be amended from time to time. The Town performance guarantees shall be in a form acceptable to the Town Attorney and posted before commencement of any work. The amount of such performance guarantees shall be established by the Town, acting by and through the Town Planner, in consultation with its outside consulting engineer, based on its reasonable estimate of 150% of the estimated demolition cost of the Solar Site Project.

7. Miscellaneous Provisions.

(a) Future Development: Except as expressly modified herein, development in the Contract Zone Area shall be governed by and comply with the provisions of the Zoning Ordinance and any applicable amendments thereto or replacement thereof.

(b) Survival Clause: The terms and conditions of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the parties hereto.

(c) Further Assurances: In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

(d) Maine Agreement: This contract is a Maine agreement, entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine, excluding choice of law principles.

(e) Enforcement: The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through an enforcement action pursuant to Article VII (Administration and Enforcement) of the Zoning Ordinance and 30-A M.R.S. § 4452, both as may be amended from time to time, and through legal action for specific performance of this Agreement. In the event that the Developer, the Property Owners or their heirs, successors or assigns fail to develop the project in accordance with this Agreement, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach from the Town to the Developer, the Property Owners or their heirs, successors and assigns, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if the Developer, the Property Owners or their heirs, successors or assigns, fails to commence a cure or to 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, then this Agreement may be terminated by vote of the Town Council. In that event, the Contract Zone Area may then be used only for such uses as otherwise allowed by law.

(f) Future Amendments: The provisions of this Agreement shall be deemed restrictions on the use of the RR Property, Floor Property and the Remarkable Homes Property except as this Agreement may be amended by future written agreement by the Parties, or their successors-in-interest, without the need for approval of any other party except as otherwise provided by law.

(g) Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

(h) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the Parties, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

(i) Recording: This Agreement shall be duly recorded by the Developer at the Cumberland County Registry of Deeds within thirty (30) days of the date of this Agreement, with a copy of the recorded instrument contemporaneously provided to the Town Manager, or else it is void.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS:

TOWN OF STANDISH

Name: By: _____

Its:

ORCHARD ROAD SOLAR, LLC

Name: By: _____
Andrew Kellar
Its:

STATE OF MAINE

County of Cumberland, ss. _____, 2022

Then personally appeared the above-named Andrew Kellar in his capacity as _____ of Orchard Road Solar, LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me,

Notary Public
Print Name: _____
Commission Expires: _____

RR & JP PROPERTIES

Name: By: _____
Its: _____

STATE OF MAINE
County of Cumberland, ss. _____, 2022

Then personally appeared the above-named _____ in
his/her capacity as _____ of RR & JP Properties LLC and
acknowledged the foregoing instrument to be his/her free act and deed and the free act
and deed of said limited liability company.

Before me,

Notary Public
Print Name: _____
Commission Expires: _____

Name: By: _____
Mark D. Floor

Name: By: _____
Karen P. Floor

STATE OF MAINE
County of Cumberland, ss. _____, 2022

Then personally appeared the above-named Mark D. & Karen P. Floor and
acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public

Print Name: _____
Commission Expires: _____

REMARKABLE HOMES, INC.

Name: By: _____
Mark D. Floor
Its:

STATE OF MAINE

County of Cumberland, ss. _____, 2022

Then personally appeared the above-named _____ in
his/her capacity as _____ of Remarkable Homes, Inc. and
acknowledged the foregoing instrument to be his/her free act and deed and the free act
and deed of said corporation.

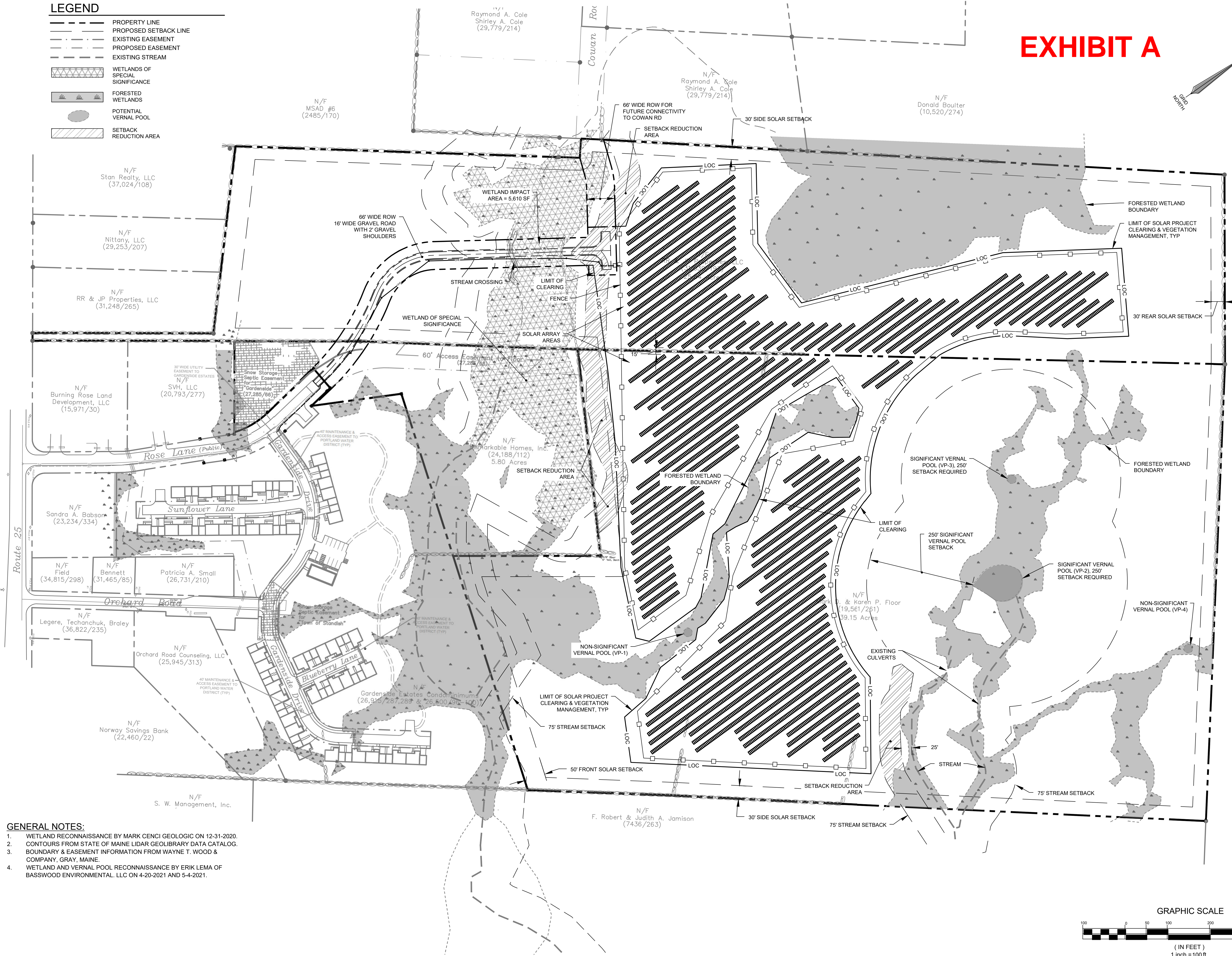
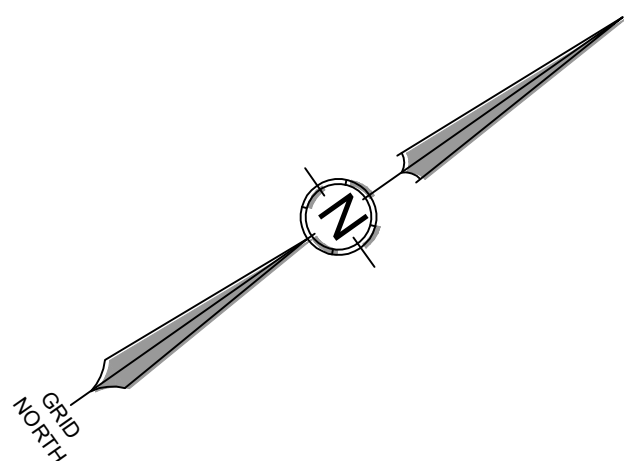
Before me,

Notary Public
Print Name: _____
Commission Expires: _____

LEGEND

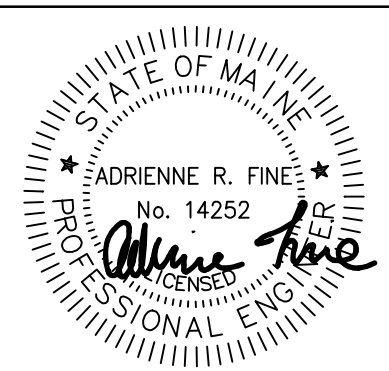
- PROPERTY LINE
- PROPOSED SETBACK LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING STREAM
- WETLANDS OF SPECIAL SIGNIFICANCE
- FORESTED WETLANDS
- POTENTIAL VERNAL POOL
- SETBACK REDUCTION AREA

EXHIBIT A



GENERAL NOTES:

1. WETLAND RECONNAISSANCE BY MARK CENCI GEOLOGIC ON 12-31-2020.
2. CONTOURS FROM STATE OF MAINE LIDAR GEOLIBRARY DATA CATALOG.
3. BOUNDARY & EASEMENT INFORMATION FROM WAYNE T. WOOD & COMPANY, GRAY, MAINE.
4. WETLAND AND VERNAL POOL RECONNAISSANCE BY ERIK LEMA OF BASSWOOD ENVIRONMENTAL, LLC ON 4-20-2021 AND 5-4-2021.



DATE: 07-27-2021
P.E.: ADRIENNE R. FINE

NO.	DATE	REVISIONS
1	07/27/2021	SUBMITTED TO DEP FOR PERMITTING

666 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
41 CAMPUS DRIVE
SUITE 101
NEW GLoucester, ME 04260
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com

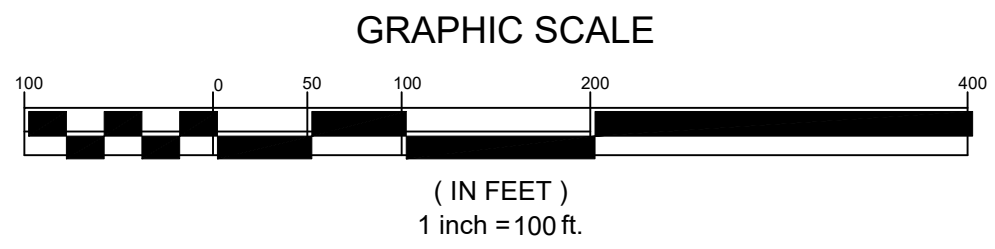


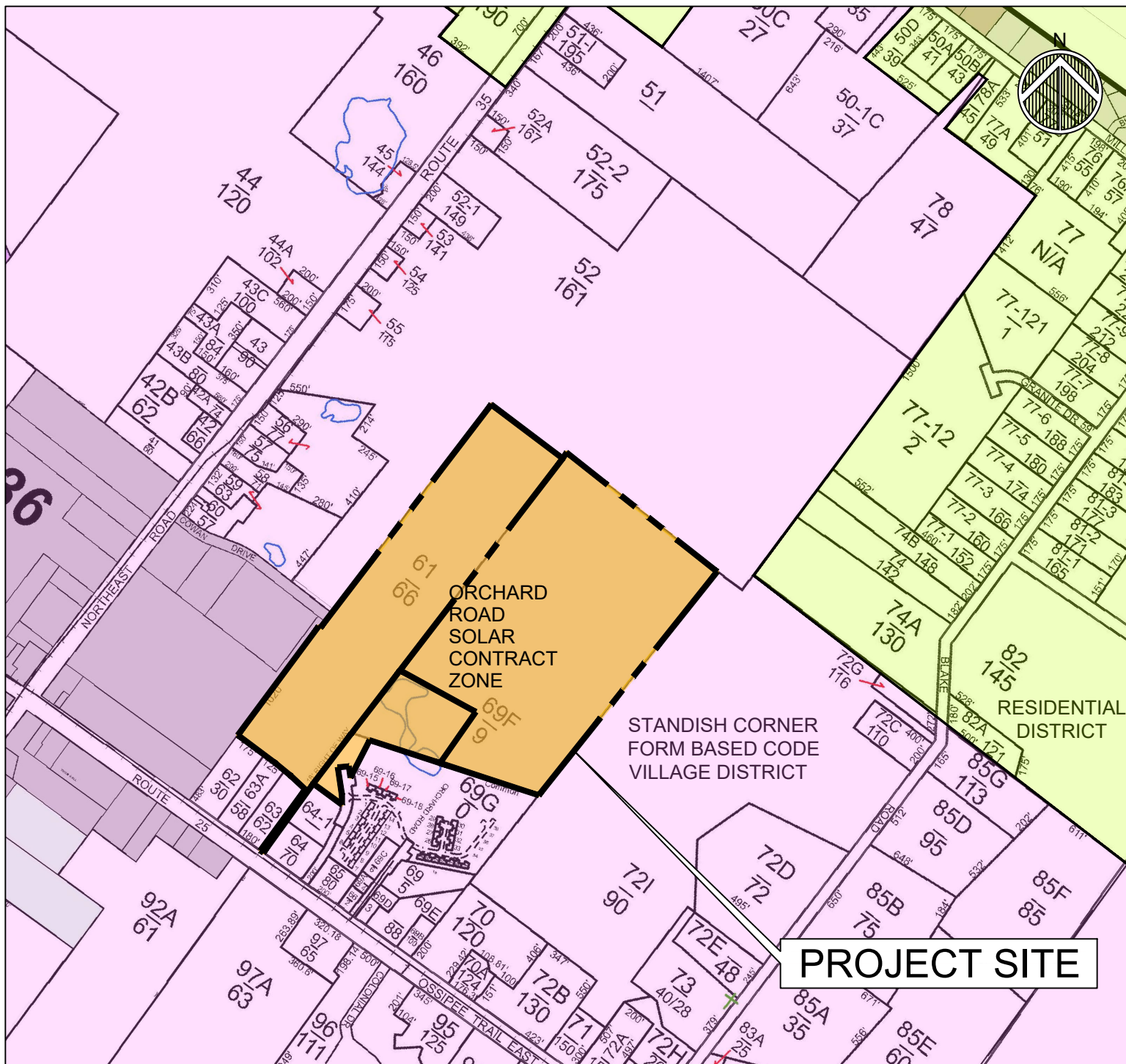
PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT: ORCHARD ROAD SOLAR
STANDISH, MAINE
SHEET TITLE: OVERALL SITE PLAN
CLIENT: ORCHARD ROAD SOLAR, LLC
43 HOLMES CT
PORTSMOUTH, NH 03801

DATE: 12/17/2020
SCALE: 1"=100'
DESIGNED: ARF
JOB NO: 2078

FILE: 2078 B
SHEET C-2.0





PROJECT SITE

LEGEND:

- RESIDENTIAL DISTRICT
- STANDISH CORNER FORM BASED CODE VILLAGE DISTRICT
- ORCHARD ROAD SOLAR CONTRACT ZONE

PROPOSED ZONING MAP

PROJECT:
ORCHARD ROAD SOLAR
23 ROSE LANE, STANDISH, ME

PREPARED FOR:
NEW HAMPSHIRE SOLAR GARDEN
43 HOLMES CT
PORTSMOUTH, NH 03801



207.926.5111 • info@terradyndynconsultants.com • www.terradyndynconsultants.com

PINELAND
41 CAMPUS DRIVE, SUITE 101
NEW GLOUCESTER, ME 04260

PORTLAND
565 CONGRESS STREET, SUITE 201
PORTLAND, ME 04101

PROJECT NO.

2078

DATE

11/23/2021

SCALE

1"=800'

SHEET

**EX
B**