

ITEM 17-010

To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to the Cumberland Foreside Village Contract Zone amendments



M E M O R A N D U M

TOWN OF CUMBERLAND, MAINE
290 TUTTLE ROAD
CUMBERLAND, MAINE 04021
TEL: 207-829-2205 FAX: 829-2224

To: Town Council
From: William R. Shane, Town Manager
Date: January 5, 2017
Re: Chase CZA – Tabled from Jan 9, 2017

The Town Attorney has not received all the documentation needed for this latest amendment to the CZA for Cumberland Foreside Village. Since the Planning Board cannot adequately advertise the Public Hearing for this month, I am recommending action on this time be tabled until your January 23rd meeting.

The changes you will see at your January 23rd meeting will include:

1. Withdrawal of the request for additional housing units.
2. Updated Exhibits for the CZA
3. Request to remove the I-295 Trail
4. Replace the I-295 trail with a 6' wide gravel based trail for the extent of the CZA limits. It will be located between 25' on the CZA property and 25' on the Rt One right of way, depending upon best fit and best separation from Rt One.
5. Additional setbacks requests for the Lot 9 property. These setbacks would be consistent with the original Planning Board approval for the lot prior to being incorporated into the CZA.

I anticipated the Planning Board will hold the Public Hearing in February and send it back to you with a recommendation. A February 27th Council meeting is anticipated for action on this request.

AMENDED AND RESTATED CONTRACT ZONING AGREEMENT
BY AND BETWEEN THE TOWN OF CUMBERLAND

AND

CUMBERLAND FORESIDE VILLAGE, LLC

RELATING TO THE CUMBERLAND FORESIDE VILLAGE (formerly
"HERITAGE VILLAGE") SUBDIVISION
ROUTE 1, CUMBERLAND, MAINE

This Amended and Restated Contract Zoning Agreement is entered into this ____ day of _____, ~~2016~~2017, by and between the Town of Cumberland, a municipal corporation (the "Town"), and Cumberland Foreside Village, LLC, a Maine limited liability company (the "Developer"), pursuant to the Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S.A. Section 4352 (the "Act") and Section 315-79 of the Cumberland Code, as may be amended from time to time.

WHEREAS, the Town and Peter Kennedy ("Kennedy") entered into a Contract Zoning Agreement dated September 10, 2002, which is recorded at the Cumberland County Registry of Deeds in Book 18114, Page 330 (the "Original Agreement"); and

WHEREAS, Kennedy conveyed his property which is subject to the Agreement to the Developer by Deed dated December 27, 2005 and recorded at the Cumberland County Registry of Deeds in Book 23549, Page 231; and

WHEREAS, Kennedy assigned his interest in the Original Agreement to the Developer by Assignment of Contract Zoning Agreement dated December 27, 2005 and recorded at the Cumberland County Registry of Deeds in Book 23652, Page 65; and

WHEREAS, the Town and the Developer amended and restated the Original Agreement in its entirety in the Amended and Restated Contract Zoning Agreement dated January 31, 2007, which is recorded at the Cumberland County Registry of Deeds in Book 24825, Page 242 (the "Amended and Restated Agreement"); and

WHEREAS, the Town and the Developer amended the Amended and Restated Agreement on October 23, 2014 by document titled First Amendment to Amended and Restated Contract Zoning Agreement (the "First Amendment"), which is recorded at the Cumberland County Registry of Deeds in Book 31899, Page 262; and

WHEREAS, the Town and the Developer amended and restated the Original Agreement and the First Amendment in its entirety on February 27, 2015 by document titled Amended and Restated Contract Zoning Agreement, which is recorded at the Cumberland County Registry of Deeds in Book 32162, Page 191 (the "2015 Amended and Restated Agreement"); and

WHEREAS, the Town and the Developer ~~desire to amend~~ and restated the Original Agreement in its entirety in order to incorporate subsequent amendments (the Amended and Restated Agreement, the First Amendment and the 2015 Amended and Restated Agreement), and proposed additional amendments to expand the permitted residential development and revise the lot lines of the parcels consistent with the development goals of the Original Agreement, which is recorded at the Cumberland County Registry of Deeds in Book _____, Page _____ (the “2016 Amended and Restated Agreement”); and

WHEREAS, the Town and the Developer desire to amend and restate the 2016 Amended and Restated Agreement in its entirety in order to ...

NOW THEREFORE, the 2016 Amended and Restated Original Agreement is hereby amended and restated in its entirety, as follows, it being understood that this Amended and Restated Contract Zoning Agreement supersedes and replaces the Original Agreement, the former Amended and Restated Agreement dated January 31, 2007, the First Amendment dated October 23, 2014, and the 2015 Amended and Restated Contract Zoning Agreement dated February 27, 2015 and the 2016 Amended and Restated Contract Zoning Agreement dated April 12, 2016, which shall be of no further force and effect:

WHEREAS, the Property subject to this Amended and Restated Contract Zoning Agreement consists of the approximately 74.90 acre parcel of land (the “Project”) located off U.S. Route One, depicted as Lots 1 – 9 on Exhibit A (the “Plan”) and more particularly described in Exhibit A-1 attached hereto; and

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WHEREAS, the Developer ~~received intends to submit an application for~~ subdivision approval ~~from~~ the Cumberland Planning Board on August 16, 2016, in accordance with the subdivision plan prepared by Owen Haskell dated August 18, 2016 and recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 335, and attached hereto as Exhibit B (the “Subdivision Plan”); and

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WHEREAS, the Developer’s Estimated Schedule of Completion of the Project is attached hereto as Exhibit C; and

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WHEREAS, in order for the Project to be financially feasible for the construction and sale of commercial buildings and residential dwelling units while meeting all applicable codes, certain amendments with respect to density, setbacks, road lengths and certain other performance standards of the Cumberland Code are required; and

WHEREAS, on April 11, 2016, the Cumberland Town Council approved the execution of this Amended and Restated Contract Zoning Agreement, subject to later compliance with Subdivision and Site Plan Standards as set forth in Chapter 229 and Chapter 250 the Cumberland Code, provided such Ordinance provisions are not in conflict with the Act.

NOW THEREFORE, pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code (as may be amended from time to time), the

Cumberland Town Council hereby finds that this Amended and Restated Contract Zoning Agreement:

A) is consistent with the Comprehensive Plan duly adopted by the Town of Cumberland on April 14, 2014; and

B) establishes a contract zone area consistent with the existing and permitted uses in the original zone of the area involved; and

C) only includes conditions and restrictions which relate to the physical development and future operation of the proposed development; and

D) imposes those conditions and restrictions which are necessary and appropriate for the protection of the public health, safety and general welfare of the Town of Cumberland.

The parties agree as follows:

I. Establishment of the Contract Zone:

The Town hereby agrees that the approximately 74.90 acres shown on the Plan shall be a Contract Zone pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code.

II. Permitted Uses Within the Contract Zone:

The development permitted within the Contract Zone established in paragraph I above shall be as follows (Note: References to lot numbers herein shall be to those lot numbers as shown on the Plan attached hereto as **Exhibit A**, unless expressly stated otherwise):

A) All uses authorized as of the date of execution of this Amended and Restated Contract Zoning Agreement and as may be amended hereafter either as permitted uses or special exceptions in the Office Commercial District, including assisted living facilities.

B) Up to 150 residential dwelling units, which may be either detached dwelling units (single family) or attached duplex or multiplex dwellings, on Lot 8 as shown on the Plan; said residential development to include buffering as set forth in Section III of this Agreement. Individual house lots shall contain not less than 5,000 square feet. Multiplex dwelling units shall be developed for rent or lease only and shall not be converted to condominiums for private sale without prior approval of the Town Council. At least one dwelling unit contained within each multiplex dwelling structure developed under this Paragraph must be occupied by a tenant that is 55 years of age or older and at least 20% (not less than nineteen) of the total dwelling units contained within all of the multiplex dwelling structures developed under this Paragraph must be occupied by a tenant that is 55 years of age or older. The Developer shall have the right to (i) vary the mix between detached dwelling units, duplex and multiplex dwellings, and (ii)

convey or subcontract all or any portion of the Project to one or more third parties, subject to the provisions of this Agreement. The residential development permitted under this Paragraph shall be subject to the net residential density requirements of Section 315-43(E); provided, however, that the requirements of Section 315-43(E) shall not apply to the development of multiplex dwellings under this Paragraph. The development of multiplex dwellings permitted under this Paragraph shall also be exempt from the regulations of Section 315-44 of the Cumberland Code related to multiplex dwellings.

C) Commercial development of not less than six (6) lots, as shown on the Plan; said commercial development to be developed with buffering from the adjacent residential areas of the Project as set forth in Section III of this Agreement.

D) On proposed Lot 7 only, indoor warehouse and storage facilities and wholesale distribution facilities as defined in Section 315-4 of the Cumberland Code shall be permitted, provided that such facilities are set back at least 300 feet from the U.S. Route One right of way and only if no residential use is created or existing on the same lot. Indoor warehouse and storage facilities shall include enclosed buildings for the keeping of nonhazardous goods, commodities, equipment, materials or supplies in which buildings there are not any sales, manufacturing, production or repair activity, except on an incidental or occasional basis. Outdoor storage of any goods, commodities, equipment, materials or supplies in conjunction with an indoor warehouse and storage facility shall not be permitted. If an indoor warehouse and storage facility or a wholesale distribution facility is adjacent to residential property, the buffering requirements set forth in Section III of this Agreement shall apply. Nothing in this section shall preclude the establishment of any other commercial use allowed by the terms of this Agreement.

E) A communications tower properly buffered from all residential uses in accordance with Section 315-72 of the Cumberland Code.

F) On Lot 1 only, retail stores (uses may include any shop or store for the retail sale of goods or personal services, excluding any drive-up service, freestanding retail stand, gasoline and motor vehicle repair service, new and used car sales and service, and trailer and mobile home sales and service).

G) Tradesmen's offices (*i.e.*, the office of a self-employed craftsman or person in a skilled trade) involving only the management of the business; interior storage of materials and goods related to the business; and outdoor storage of vehicles, equipment and material ancillary to the business provided that such items are not visible from a public way. No on-site retail sales or wholesale distribution shall be permitted as part of such use, except as otherwise permitted within the Office Commercial South District.

H) Site preparation activities including grading and aggregate processing, as defined in Section 315-4 of the Cumberland Code, which substantially alter terrain and site character shall be permitted subject to the requirements set forth herein. Site preparation activities shall be permitted by the Developer and/or his subcontractor and shall include aggregate processing of materials on site for use in conjunction with the development of the site or off-site, but shall not be permitted unless in preparation of the site for proposed or approved development. The foregoing activities shall be performed

in accordance with Maine Department of Environmental Protection requirements for ledge removal and materials processing, regardless of whether such use actually requires a permit from the Maine Department of Environmental Protection. If a permit from the Maine Department of Environmental Protection is not required for the use, the Town shall have the authority to enforce these requirements. Any such activities and any other site work proposed on the site, including development permitted under the terms of this Agreement shall be subject to review and approval by the Planning Board and shall be completed pursuant to all applicable sections of the Cumberland Code including, but not limited to, Sections 315-48 and 315-49. All site preparation activities must be completed within one year of approval unless an extension is requested by the Developer from the Planning Board prior to the expiration date. The Planning Board is authorized to extend the project completion not more than two times for a period of up to six months each time. The Planning Board shall deny a request for extension if the site preparation activities are not at least 35% completed within one year from the date of approval and if an application for site plan and/or subdivision including the area for which site preparation activity was permitted has not been approved.

III. Restrictions within the Contract Zone:

A) The setback provisions within the Contract Zone shall be as follows. All setbacks shall be measured from the exterior wall of the structure and shall not include overhangs, which overhangs shall not exceed one foot on any side of the structure.

(1) setbacks for detached dwelling units:

- Front yard setback not less than 15 feet.
- Side yard setback not less than 9 feet each side; .
- Rear yard setback not less than 15 feet.
- Driveway setback not less than 5 feet.
- If a residential lot is adjacent to a commercial lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(2) setbacks for commercial lots:

- Front yard setback not less than 25 feet.
- Side yard setback not less than 20 feet each side.
- Rear yard setback not less than 40 feet.

- Driveway setback not less than 10 feet.
 - If a commercial lot is adjacent to a residential lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.
- (3) setbacks for assisted living facilities and duplex and multiplex dwellings:
- Front yard setback not less than 50 feet.
 - Side yard setback not less than 30 feet each side.
 - Rear yard setback not less than 50 feet.
 - Driveway setback not less than 5 feet.
 - If an assisted living facility, duplex or multiplex dwelling is adjacent to a commercial lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.
 - Any building that is constructed for the sole purpose of and used exclusively in connection with the development of multiplex dwellings and located on the same lot as the multiplex dwellings, such as a community center or rental office, shall be subject to the setback requirements of this section; provided, however, that the rear setback for such building shall be not less than 25 feet.
- (4) setbacks for indoor warehouse and storage and wholesale distribution facilities:
- Front yard setback not less than 25 feet.
 - Side yard setback not less than 25 feet each side.
 - Rear yard setback not less than 25 feet.

- If indoor storage and warehouse facilities or wholesale distribution facilities are adjacent to residential development, the above minimum setbacks shall be increased to 60 feet and there shall be a 75 foot undisturbed or replanted buffer on the property line between the commercial and residential uses. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 75 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(5) A setback of not less than 100 feet shall be maintained along the entire length of the property boundary that borders the Interstate 295 highway. The setback shall be measured from the edge of the I-295 right of way and shall remain at all times undisturbed. The Town shall periodically survey this setback to ensure that it has been maintained. In the event that this area is disturbed for any reason, the Developer shall be required to prepare and submit a landscape plan to be approved by the Town Council and shall be required to complete plantings in accordance with the approved plan within a timeframe designated by the Town Council.

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B) The minimum frontage on the street providing access to each residential lot shall be 50 feet and for each commercial lot shall be 150 feet.

C) The length of Skyview Drive, the dead-end road serving the commercial portion(s) of the Project, shall be not more than 3,000 feet, and the road right-of-way be established at 50 feet in width, with a paved width of at least 24 feet (base shall be 30 feet wide), a five foot paved sidewalk for Skyview Drive, a four foot esplanade and an enclosed drainage system. All other roads within the project shall be constructed with a paved width of at least 24 feet, curbing and a five foot paved sidewalk.

D) The height restriction on all nonresidential structures and multiplex dwellings shall be 50 feet and the height restriction on all detached (single family) and duplex dwellings shall be 40 feet.

E) There shall be no other variances from the Cumberland Zoning Ordinance granted to any lot owner beyond those expressly set forth herein, unless the Town and Developer agree by written and duly authorized amendment to this Agreement.

F) This Agreement shall be subject to the Town's Impact Fee Ordinance to the extent applicable. Impact Fees shall be calculated based on the gross floor area of the total structure for each multiplex dwelling structure constructed under Section II(B) of this Agreement. The gross floor area of the multiplex dwelling structure shall be reduced by the gross floor area of any dwelling unit within that structure that is designated to be occupied by a tenant that is 55 years of age or older. The residential development permitted under Section II (B) of this Agreement shall be exempt from the requirements of the Town's Growth Management Ordinance pursuant to Section 118-6(D) of the

Cumberland Code; provided, however, that the Developer shall be responsible to pay a fee of \$100 per multiplex dwelling unit in lieu of a growth permit.

G) Any commercial development or multiplex dwelling development shall be subject to the "Design Guidelines for Commercial Properties & Multiplex Dwellings" which are attached hereto as **Exhibit D**.

H) The Route 1 buffer shown on the Plan shall be 35 feet from the Route 1 right of way. 25 feet of the Route 1 buffer shall be undisturbed vegetation and the remaining 10 feet shall be used for a common walkway/path. The common walkway/path shall be constructed within the Route 1 right of way, subject to approval by the Town, or within 25 feet of the Route 1 right of way beginning at Sky View Drive and ending at Lot 11-C (Seafax) as shown on Exhibit E. The common walkway/path shall be completed prior to the occupancy of any residential dwellings constructed pursuant to Section II(B). No additional buffer shall be required along Route 1 for Lot 9 as shown on Exhibit B, provided that the front setback for the property as set forth in Section III(A) is met and that the setback area includes undisturbed vegetation to the greatest extent practicable and additional plantings as necessary to create a sufficient vegetated buffer within the setback.

I) Anything in Section III(A) above to the contrary notwithstanding, the building setback from Route 1 shall be 65 feet from the Route 1 right of way.

J) The minimum lot size for commercial lots shall be 60,000 square feet.

K) The use of concrete curb throughout the road network and on site plans shall be allowed at the developer's option.

L) The parking requirements of Section 315-57 of the Cumberland Code shall apply to development under this Agreement; provided, however, that the minimum number of parking spaces required for multiplex dwellings under Section II(B) shall be two (2) spaces per dwelling unit. A landscaped berm shall be installed on the exterior perimeter of each parking area designated for the multiplex dwelling structures developed under Section II(B). Such berms shall be designed and constructed to provide screening from vehicle headlights within the parking area facing outward in both easterly and westerly directions.

Subject to the following, the Cumberland Planning Board shall have review authority under the applicable provisions of the Cumberland Subdivision, Site Plan and Zoning Ordinances to impose conditions of approval pursuant to said Ordinances relating to the development and construction of the Project.

IV. Miscellaneous Provisions:

A) Offsite Improvements: The Developer shall be responsible for the design, engineering and construction of all offsite improvements as may be required by the owners or operators of property within the Project or as may be required by rule, regulation, law or determination of a governmental agency or utility in conjunction with

the development of any Lots within the Project, except that the Town shall be responsible for the widening, paving and striping of a designated portion of Route 1 pursuant to the plan titled "Route 1 Improvements" drafted by Gorrill-Palmer Consulting Engineers and dated July 2007, attached hereto as **Exhibit EF**, or as otherwise approved by the Town Council.

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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 except as specifically set forth herein. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

C) Arbitration Clause: In the event of any dispute between the parties hereto arising out of the Town's approval of (or failure to approve) eligible and qualified purchasers, such dispute shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association, or such other similar arbitration tribunal as the parties may select. The decision of such arbitration panel shall be final, binding and conclusive as to all issues arbitrated therein. Any and all other disputes, claims, counterclaims, and other matters in question between the parties hereto arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction.

D) 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.

E) 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.

F) Binding Covenants: The above-stated restrictions, provisions, and conditions are an essential part of this contract and shall run with the subject premises, shall bind the Developer, its successors and assigns with respect to the Project or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and be enforceable by, the Town, by and through its duly authorized representatives. However, if all site work related to the infrastructure on the subdivision plan is not substantially completed within five (5) years from the date of this Amended and Restated Agreement, then the Town Council shall review the status of the project and shall determine whether to initiate a rezoning of the property to the current zoning classification as it exists at the time of the rezoning determination.

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.

[SIGNATURE PAGE TO FOLLOW]

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 CUMBERLAND

Name: By: _____
William R. Shane
Town Manager

CUMBERLAND FORESIDE VILLAGE, LLC

Name: By: _____
David Chase
Sole Member and Manager

State of Maine
County of Cumberland, ss. _____,
20162017

Then personally appeared the above-named William R. Shane in his capacity as Town Manager of the Town of Cumberland and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cumberland.

Before me,

Notary Public
Print Name: _____
Commission Expires: _____

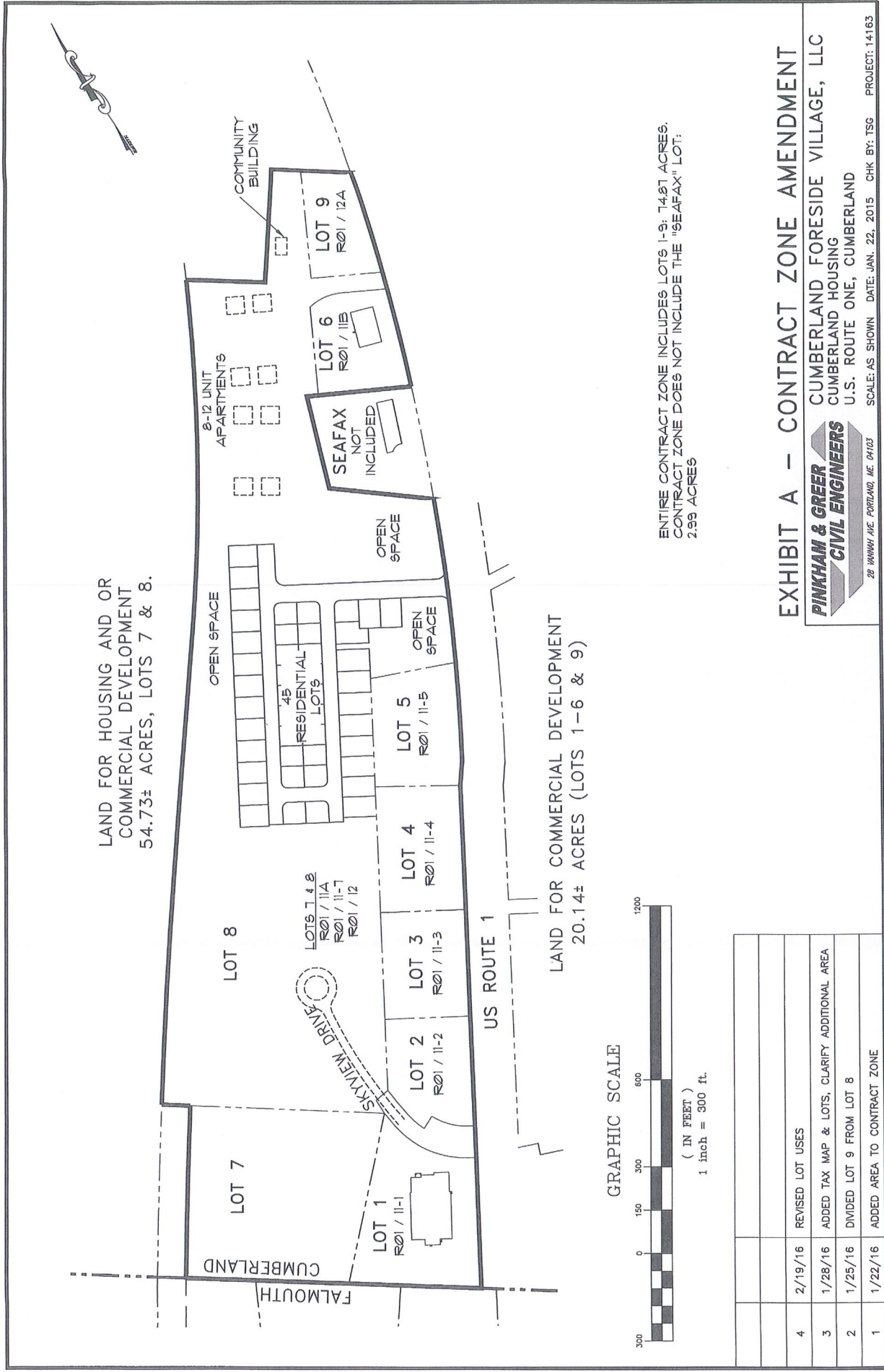


EXHIBIT A - CONTRACT ZONE AMENDMENT

PINKHAM & GREER
CIVIL ENGINEERS
 CUMBERLAND FORESIDE VILLAGE, LLC
 CUMBERLAND HOUSING
 U.S. ROUTE ONE, CUMBERLAND
 SCALE: AS SHOWN DATE: JAN. 22, 2015 CHK BY: TSG PROJECT: 14163

4	2/19/16	REVISED LOT USES
3	1/28/16	ADDED TAX MAP & LOTS, CLARIFY ADDITIONAL AREA
2	1/25/16	DIVIDED LOT 9 FROM LOT 8
1	1/22/16	ADDED AREA TO CONTRACT ZONE

Exhibit A-1

Description
of
Amended Contract Zone

A certain lot or parcel of land situated on the westerly side of U.S. Route One in the Town of Cumberland, County of Cumberland, and State of Maine bounded and described as follows:

Beginning at the intersection of the westerly sideline of said U.S. Route One and the Cumberland/Falmouth town line;

Thence, N-55°-09'-09"-W along said town line 1034.93 feet to the Easterly sideline of I-295;

Thence, Northerly by the following courses and distances along the Easterly sideline of Said I-295:

Thence, Northerly along a curve to the right having a radius of 22,668.32 feet an arc length of 595.32 feet

Thence, N-54°-46'-38"-E 100.00 feet;

Thence Northerly along a curve to the right having a radius of 22,768.32 feet an arc length of 992.02 feet;

Thence N-37°-43'-09"-E 661.39 feet;

Thence Northerly along a curve to the left having a radius of 6073.58 feet an arc length of 1206.99 feet;

Thence S-55°-06'-49"-E along land of Eleanor A. Randall 278.96 feet;

Thence, N-36°-43'-05"- E along land of said Eleanor A. Randall 396.71 feet to other land of said Eleanor A. Randall;

Thence S-36°-22'36"-E along land of said Eleanor A. Randall 274.45 feet to Said U.S. Route One;

Thence Southerly along said U.S. Route One and along a curve to the right having a radius of 7092.03 feet an arc length of 774.63 feet;

Thence N-62°-15'-59"-W along land now or formally of BBW Real Estate LLC 367.24 feet;

Thence S-19°-34'-32"-W along land of said BBW Real Estate LLC 327.21 feet to land of the Town of Cumberland;

Thence S-51°-07'-38"-E along the common line between the land of said BBW Real Estate LLC and said Town of Cumberland 368.93 feet to said U.S. Route One;

Thence Southerly along a curve to the right having a radius of 7902.03 feet and along said U.S. Route One and arc length of 909.60 feet;

Thence S-36°-58'-14"-W along said U.S. Route One 86.37 feet;

Thence S-30°-44'-43"-W along said U.S. Route One 1737.05 feet to the point of beginning; all bearings are magnetic.

EXHIBIT C

Estimated Schedule of Completion

Cumberland Foreside Village

February 2016

- | | | |
|----|---|--------------------------------|
| A. | Schedule of Regulatory Review | 2016 |
| - | Complete project plans and supporting documents | 1-2 Months |
| - | Planning Board Subdivision Review | 4-5 Months |
| - | Planning Board Site Plan Review (concurrent with subdivision) | 1-2 Months |
| - | Planning Board anticipated approval within | 2-4 Months |
| - | DEP SLODA review with approval | 2-4 Months |
| | | |
| B. | Anticipated Construction Schedule | |
| - | Start construction within 1 month of approval (Lot 8) | 2016-2019 |
| - | Construction of subdivision road & infrastructure | 12-24 Months |
| - | Sitework – Lot 8 | Begin mid Feb 2016 – 24 Months |
| - | Sitework complete on lots within 60 Months – total elapsed time | |
| o | (maximum of 2 years on any one lot) | |
| - | Subdivision infrastructure – roads substantially complete | 24 Months |

Cumberland Foreside Village Contract Zone

Design Guidelines for Commercial Properties & Multiplex Dwellings

The following design guidelines have been prepared as a part of the Contract Zone for the Cumberland Foreside Village Subdivision. These guidelines will serve to assist in the development of the parcel in an orderly manner and will establish the design criteria to guide the development of the individual buildings on all lots used for commercial purposes or as multiplex dwellings. The overall intent of these design guidelines is to assure that the building designs are well thought through and have coordinated architectural forms, massing, materials and color ranges.

General Design Guidelines:

- The design for the buildings at Cumberland Foreside Village (CFV) are encouraged to draw upon elements found in traditional New England vernacular architecture.
- All buildings proposed for CFV should be designed by an architect registered in the State of Maine; buildings designed by engineers are acceptable as long as the guidelines contained herein are closely followed.
- Individual building designs should have all of the elements coordinated to achieve harmony and continuity in the structure's appearance.
- Adjacent structures must be considered in the design for all new buildings. This should include scale of building, use of materials, and general building form.
- Buildings within 200 feet of US Route One, and in particular building elevations directly fronting on US Route One, need to have well designed, carefully detailed facades that have architectural interest and appeal. The existing Seafax structure can be referred to with regard to this guideline.

Specific Design Guidelines:

- Exterior siding materials are encouraged to be traditional building materials common to Northern New England. The use of split-face concrete block should be used in limited quantities. The use of asphalt shingles, metal siding T-111, or highly reflective siding materials is not permitted.
- The mass of larger structures needs to be broken down through the use of architectural detailing, changes in materials or other means so as to create visual interest. Main entrances to the buildings should be emphasized by architectural detailing, glazing, lighting, etc.
- Arbitrary or frequent changes in siding materials, applied embellishments, or the addition of architectural details that are not integrated into the building form or function should be avoided.
- All functional elements visible on the exterior of the structure (e.g., meters, service connection, downspouts, vents, etc.) shall be treated as integral parts of, and incorporated into, the building design.

- All buildings shall provide an appropriate proportion of windows, doors or other fenestration so as to break up the building façade. The building fenestration should provide sufficient transparency to provide views to the interior of the building as functionally appropriate. Careful attention must be paid to the relative size, detailing and positioning of all openings in the building elevations.
- On small buildings (e.g., those under 5,000 s.f.), flat roofs should be avoided on one-story structures. Pitched roofs with traditional slopes (e.g., higher than 8 in 12) are encouraged. Where the roof will be visible from adjoining public ways, the roofing materials should be selected so as to complement the building's façade. Preferred roofing materials shall include architectural grade asphalt shingles, standing-seam metal roofing, or natural materials.
- Color selected for the exterior of buildings should be earth-toned, or colors that are muted and not garish. The use of bright colors should be limited to areas where accents are desired (e.g., doors, window trim, entrances, etc.).
- Where roofs are flat, parapets or other architectural elements should be used to break up a large expanse (e.g., greater than 80 feet) of flat roof-line. Roof-top mounted mechanical or other equipment shall be screened.
- Long horizontal facades of buildings (those greater than 80 feet in length) should be made more interesting through either changes in the façade plane or selection of materials to provide interest through color, shadow, etc.
- Buildings with multiple entrances or uses shall be designed to be visually unified through complementary detailing and use of materials.
- Separate accessory structures on the same lot as a principal structure should have consistent architectural detail so as to provide unified project design.
- Underground utility connections are required.
- ~~Sidewalks along buildings and a trail in the I-295 buffer are required.~~
- A 5' paved walkway, with 10' of cleared space, is required within the Route 1 buffer zone as shown on the ~~Plan~~Exhibit B and Exhibit F.
- Signage shall consist of natural materials (wood, stone, etc.) and shall not be internally lit.

APRIL 2016

F.A.W.A. REC. NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	MARKDOT NH XXXX	1	9

EXISTING		PROPOSED		EXISTING		PROPOSED	
	Iron pit found		Iron pit found		Stakepole fence		Stakepole fence
	Movement found		Movement found		Chain link fence		Chain link fence
	Utility pole		Utility pole		Coth basin		Coth basin
	Construction Baseline		Construction Baseline		Water Shutoff		Water Shutoff
	Edge of pavement		Edge of pavement		Sewer manhole		Sewer manhole
	Right of way line		Right of way line		Drain manhole		Drain manhole
	Overhead electric		Overhead electric		Fire hydrant		Fire hydrant
	Water line		Water line		Tree		Tree
	Storm drain		Storm drain		Guy wire		Guy wire
	Underdrain		Underdrain		Sign		Sign
	Existing contour		Existing contour		Building		Building

NOTE: CORRILL PALMER WILL BE CONDUCTING THE FIELD OBSERVATION/ENGINEERING DURING CONSTRUCTION. DOUGLAS REYNOLDS, P.E. WILL BE THE ENGINEER RESPONSIBLE FOR THE PROJECT.

NOTE: ANY WORK CONTEMPLATED UNDER THIS CONTRACT SHALL BE GOVERNED BY AND BE IN CONFORMANCE WITH THE MANNEDOT STANDARD SPECIFICATIONS (REVISION OF FEBRUARY 2014), AND THE STANDARD DETAILS (REVISION OF NOVEMBER 2014), AND AS MODIFIED BY THE PLANS OR SPECIFICATION SPECIAL PROVISIONS AND ANY AND ALL CORRECTIONS, REVISIONS OR ADDITIONS ISSUED BY MANNEDOT.

NOTE:
* MAINTENANCE OF TRAFFIC PER THE MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES (MUTCD 2009 EDITION).
* CONTRACTOR SHALL USE THE B.M.P. (BEST MANAGEMENT
PRACTICES FOR EROSION AND SEDIMENT CONTROL) AS A
MINIMUM STANDARD.



SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES & TYPICAL SECTIONS
3-9	STRIPING PLANS
10-31	CROSS SECTIONS

CLIENT:
TOWN OF CUMBERLAND
290 TUTTLE ROAD
CUMBERLAND, ME 04021

90% PLANS
11/15/16

NOTE: THIS PLAN SET IS ISSUED FOR REVIEW PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

Exhibit 'F'

Drawing Name:	Title Sheet	
Project:	Route 1 Roadway Improvement Project Cumberland, Me	
Client:	Town of Cumberland 290 Tuttle Road, Cumberland, Me 04021	

Drawing No. 1

GP GORRILL
PALMER

Relationships. Responsiveness. Results.
www.gorillapalmer.com
207.772.1515

Design: DAG	Gret's LAN	Date: APRIL 2018
Checked: DER	Score: AS SHOWN	Job No.: 16,56,03

File Name: 1636.03-COVER.dwg


This plan shall not be modified without written permission from Gortli Palmer (GP). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GP.

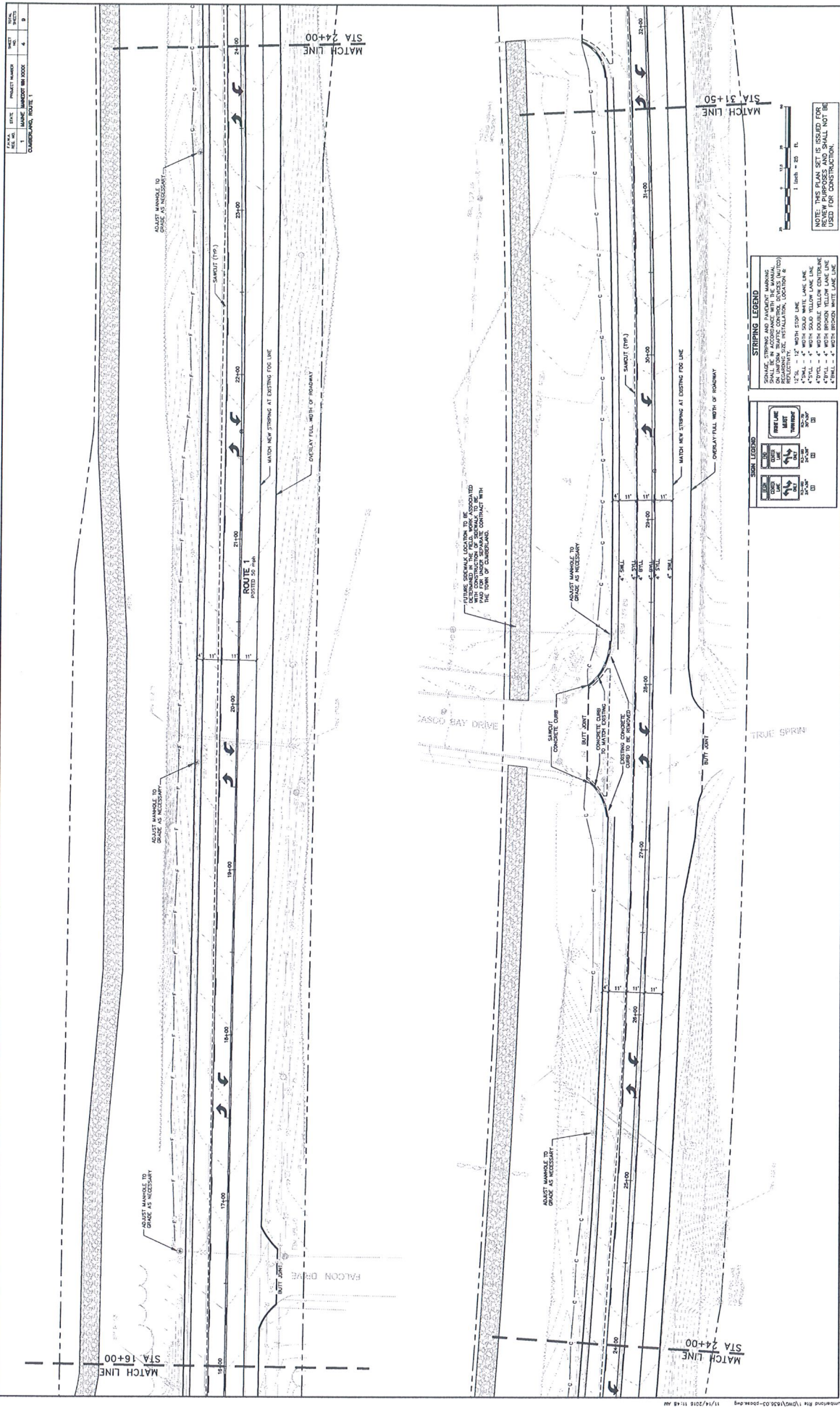
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Design: BGC	Sheet: LAN	Date: APRIL 2016
Checked: BGC	Scale: 1" = 25'	JOB NO.: 1536.03
File Name: 1536.03-Storm.dwg		

This plan shall not be modified without written permission from Gortli Pomer (GP). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GP.

Drawing Name:	Striping Plan		Drawing No. 3
Project:	Route 1 Roadway Improvement Project Cumberland, Me		
Client:	Town of Cumberland 230 Tuttle Road, Cumberland, Me 04021		



SHEET NO.	DATE	PROJECT NUMBER	SHEET	TOTAL SHEETS
1		1	4	4

CUMBERLAND, ROUTE 1

Drawing No. 4

STRIPING PLAN
Route 1 Roadway Improvement Project
 Cumberland, Me
 Town of Cumberland
 290 Tuttle Road, Cumberland, Me 04021

Relationship, Responsiveness Results:
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 207.772.1515

Rev.	Date	Revision	Issued For	By

Client Review
 1-15-18 DER
 1-15-18 DER
 1-15-18 DER
 1-15-18 DER

Design: JAC
 Date: 11/15/18
 By: JAC

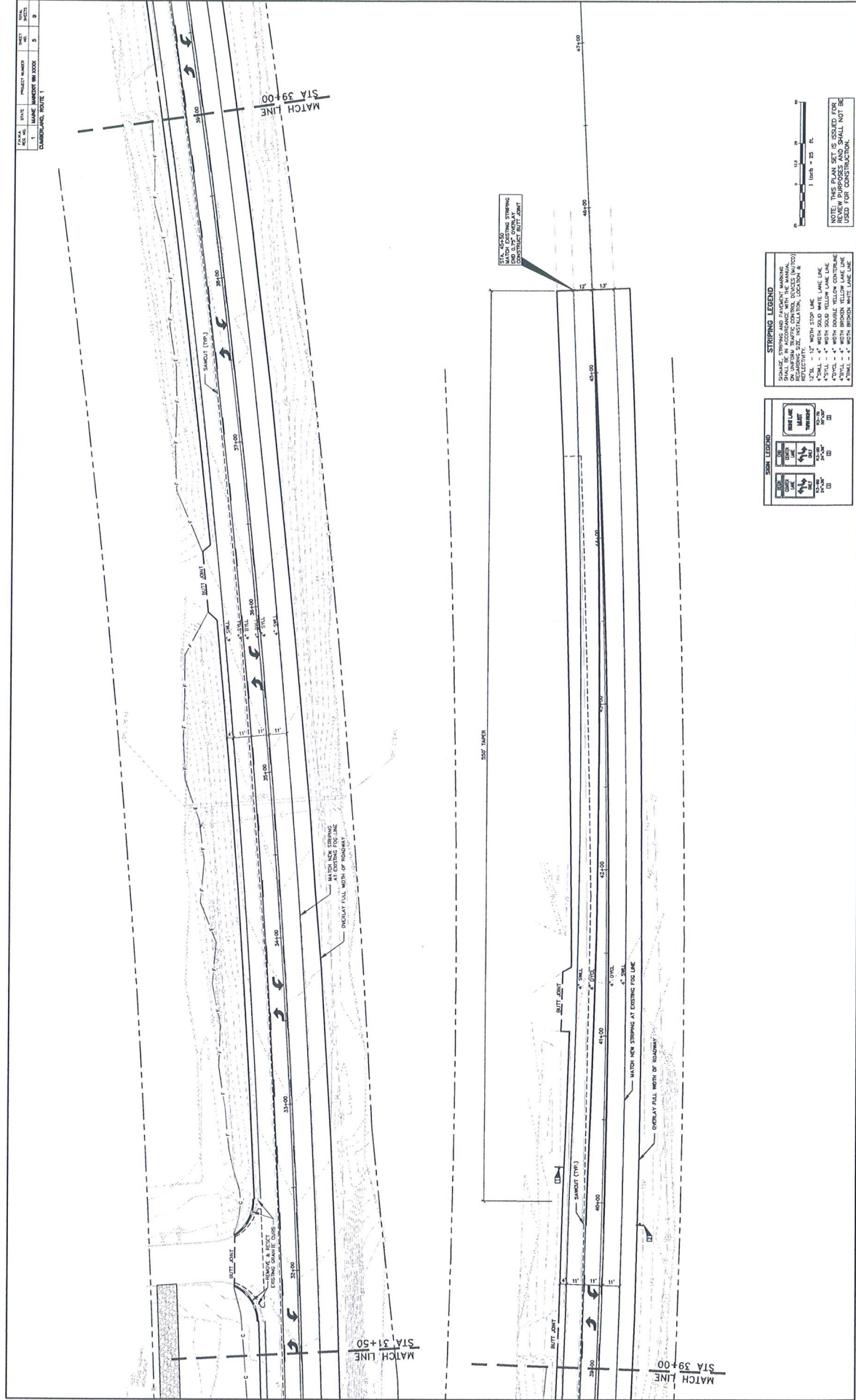
Check: JAC
 Date: 11/15/18
 By: JAC

Drawn: JAC
 Date: 11/15/18
 By: JAC

Check: JAC
 Date: 11/15/18
 By: JAC

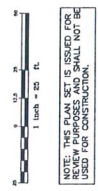
REV	DATE	BY	PROJECT NUMBER	DATE	REV
1	11/14/2018	11:48 AM	1	5	9

CUMBERLAND, ROUTE 1



STRIPE LEGEND
STRIPES, STRIPING AND PAINTED MARKINGS SHALL BE APPLIED TO THE ROADWAY SURFACE IN ACCORDANCE WITH THE MASSDOT STANDARD SPECIFICATIONS FOR HIGHWAYS, SECTION 601.01, LATEST EDITION. STRIPES SHALL BE APPLIED TO THE ROADWAY SURFACE IN ACCORDANCE WITH THE MASSDOT STANDARD SPECIFICATIONS FOR HIGHWAYS, SECTION 601.01, LATEST EDITION. STRIPES SHALL BE APPLIED TO THE ROADWAY SURFACE IN ACCORDANCE WITH THE MASSDOT STANDARD SPECIFICATIONS FOR HIGHWAYS, SECTION 601.01, LATEST EDITION.

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GORRILL PALMER

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Stripping Plan

Route 1 Roadway Improvement Project

Cumberland, Me

Town of Cumberland

250 Little Road, Cumberland, ME 04021

Drawing Name: _____

Project: _____

Client: _____

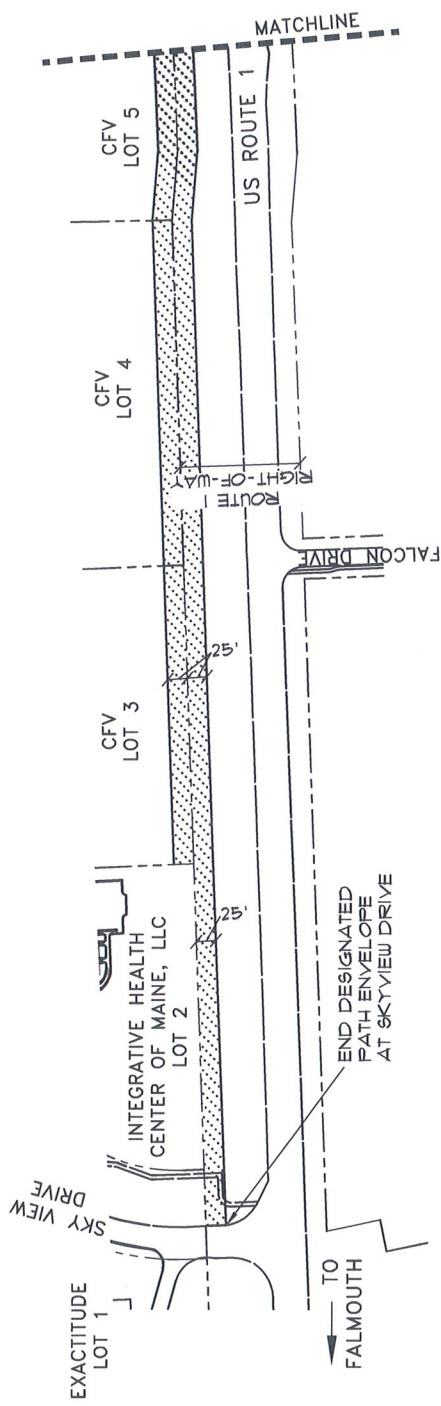
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Rev. Date Revision

CLIENT REVIEW

CLIENT REVIEW

Issued For

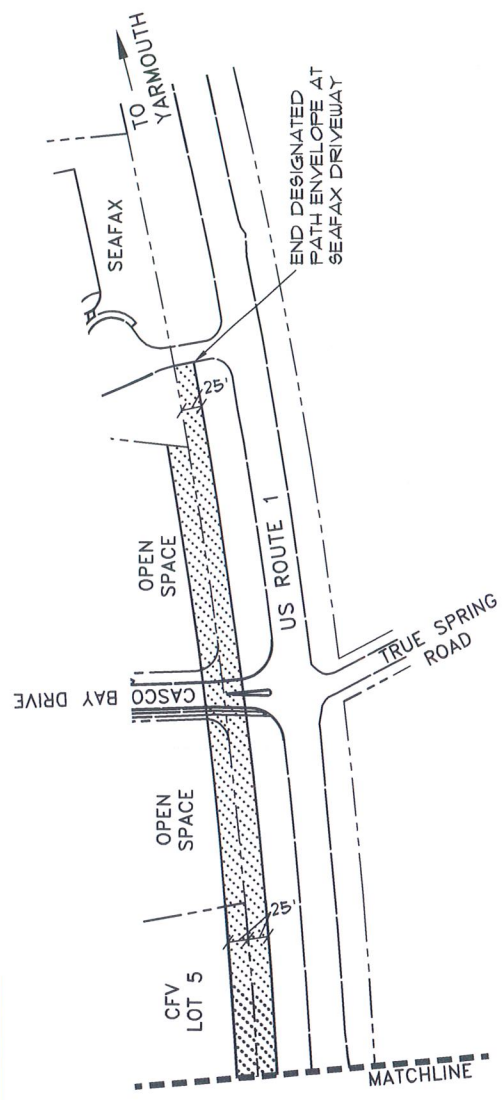


**DESIGNATED PATH ENVELOPE
SKYVIEW DRIVE TO LOT 5**

DESIGNATED PATH ENVELOPE:

25 FEET ALONG THE ROUTE ONE RIGHT-OF-WAY FROM SKYVIEW DRIVE TO SEAFAX'S DRIVEWAY.

25 FEET ALONG THE ROUTE ONE RIGHT-OF-WAY OVER CUMBERLAND FORESIDE VILLAGE LOTS 3, 4, 5 AND THE CASCO BAY DRIVE RIGHT-OF-WAY AND ADJACENT OPEN SPACE OF CFV HOUSING.



**DESIGNATED PATH ENVELOPE
LOT 5 TO SEAFAX**

GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.