

ARTICLE VI: CONTRACT ZONING

6.1. Authority

Subject to the conditions and/or restrictions and in accordance with the state of Maine Planning and Land Use Laws, 30-A M.R.S.A., Section 4352, Sub-Section 8, property in the town of Trenton in the Gateway, Rural Commercial and Rural Development Districts that meets specified conditions may be rezoned by a process known as contract zoning.

6.2. Purpose

The town of Trenton Land Use Ordinance and Comprehensive Plan provide for the orderly development and use of property. However, situations may arise where the unusual nature or unique location of a project or a proposed use of a property cannot be accommodated under the Land Use Ordinance. Traditional procedures such as granting a variance for dealing with the incompatibility may also prove to be inappropriate. In these special situations, more flexible and adaptable zoning methods may permit a project or use of a property without, at the same time, compromising the intent of the town of Trenton Land Use Ordinance or Comprehensive Plan.

A contract zone, as defined by state statute, provides for property to be rezoned in order to accommodate an owner's intended use or development when land use ordinance requirements cannot be met. A contract zone, when approved, represents a deviation from the Trenton Land Use Ordinance standards, and as such, is subject to the conditions established in the contract agreement and is an amendment to the Trenton Land Use Ordinance. In consideration of a request for contract zoning, the town, in agreement with a property owner, may find it necessary or appropriate to grant or impose conditions or restrictions upon rezoned property that do not apply to other properties in Trenton.

Contract Zoning shall be compatible with the zoning requirements and permitted use standards of the zoning district(s) in which the property to be rezoned lays. All contract zoning proposals shall:

- A. Be consistent with the local growth management program;
- B. Establish rezoned areas that are consistent with the existing and permitted uses within the original zones;
- C. occur only in the Gateway, Rural Commercial and Rural Development districts;
- D. apply only to uses that exceed one acre of impervious surface; and

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E. Only include conditions and restrictions that relate to the physical development or operation of the property.

6.3. Procedure

Initiation of a request for a Contract Zone shall be with the Planning Board during a pre-application conference during which a preliminary sketch plan depicting the general scope of the project is presented. An applicant planning a project shall first consult with the Planning Board to determine whether, in the opinion of the Planning Board, the proposal is consistent with the provisions of the Trenton Land Use Ordinance and the Comprehensive Plan.

A. If the proposal satisfies the objectives of the Comprehensive Plan but does not meet the requirements of the Land Use Ordinance, the applicant may initiate a contract zoning request.

B. If, in the opinion of the Planning Board, the proposed project does not conform to the Trenton Land Use Ordinance and Comprehensive Plan, the Planning Board may recommend that the applicant revise the proposal for acceptability under the governing documents.

C. If the Planning Board finds that, based on the information submitted, the proposal appears suitable for contract zoning per the terms of this ordinance, the applicant shall draw up a preliminary proposal indicating the nature, scope and location of the proposed project. This document shall be presented to the planning board as a preliminary contract zoning application.

D. Any proposal to amend the town's zoning map through the establishment of a contract zone shall be accompanied by a non-refundable fee in such amount(s) and for such purpose(s) as the Board of Selectmen may from time to time establish, which shall be paid at the time the request is filed with the Planning Board. To help recover costs incurred by the town in the review, administration, site inspection, and public notice associated with the contract zone proposal, the following fees and deposit in such amount(s) and for such purpose(s) as the Board of Selectmen may from time to time establish shall be paid by the applicant to the town of Trenton at the time of filing the contract zone proposal:

- (a) Publishing, notification of abutters and related public notice fees;
- (b) Review fee;
- (c) town counsel fees
- (d) Town meeting expense fee; and
- (e) Independent consulting and peer review escrow account to be established with the town.

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6.3.a. Application to the Planning Board

A. The Planning Board shall schedule the application on the Planning Board agenda upon receipt of the appropriate documents at least 14 days in advance of the scheduled Planning Board meeting.

B. The Planning Board shall post notice of the time, date and place of the planning board meeting twice, the first publication shall be at least 14 days prior to the Planning Board meeting and the second notice shall be published not less than 7 days prior to the Planning Board meeting. The notice shall be published in a newspaper of general circulation in Trenton.

C. In addition, at least 14 calendar days prior to the Planning Board meeting, the Planning Board shall notify property owners within 500 feet of the property lines of the proposed contract zone, with proof of mailing required. Owners of properties shall be those listed in the most recent tax records of the town of Trenton. This notice shall contain information indicating the nature, scope and location of the proposed project, as well as the Planning Board meeting information. Failure of any property owner to receive a notice shall not necessitate another hearing or invalidate any action by the Planning Board.

D. The Planning Board shall limit the review of the applicant's proposal to material relevant to the contract zoning provisions contained in the town of Trenton Land Use Ordinance.

E. The application shall include the following:

1. Evidence of right, title or interest in the property;
2. A site plan prepared by a registered engineer or surveyor showing the surveyed boundaries of the parcel and its dimensions, as well as the existing and proposed buildings and structures;
3. A plan showing the location of existing streets and driveways within five hundred (500) feet of the property;
4. A detailed statement of the proposed use of the property and the precise zoning change requested;
5. A statement explaining how it is consistent with the Comprehensive Plan and permitted and existing uses within the original zone;
6. A description of the property's unusual nature or unique location;

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7. A statement setting forth the conditions or restrictions that the applicant proposes. The Planning Board may propose additional conditions or restrictions.

6.3.b. Review of the application by the Planning Board

A. In its examination to determine the suitability of a proposal for contract zoning, the Planning Board shall consider, among other factors, the following:

1. The reason why the applicant is requesting a contract zone agreement;
2. Compatibility and consistency with the Land Use Ordinance;
3. Compatibility and consistency with the Comprehensive Plan;
4. The implications of the proposed project, or the use of the property, for owners of surrounding properties and the neighborhood in general;
5. The short and long-term benefits and costs to the town of Trenton and the interests, safety, and general welfare of its citizens;
6. Input, where appropriate, from the general public, town officials and town boards and committees;
7. Unusual nature or location of land; and
8. Proposed conditions of approval are sufficient to meet the intent of this ordinance and other land use ordinances and regulations in Trenton.

B. When determining the terms of a contract zoning agreement, the Planning Board may consider public comments and, among other factors, the following:

1. Limitations on the number and type of uses permitted;
2. Restrictions on the scale and density of the project, including the height, lot coverage and other bulk and space provisions;
3. Limitations on the hours and conditions of operation;
4. Specifications for the design, location, layout, and use of the buildings and other improvements;
5. Schedules for the commencement and completion of construction;
6. Performance guarantees securing completion and maintenance of improvements and guarantees against defects;

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7. Preservation and maintenance of natural areas and features, including open space, views and buffers;
8. Protection of land and water resources;
9. Preservation and protection of historic and archaeological sites;
10. Contribution toward the provision of municipal services and infrastructure required by the project and other projected municipal costs associated with the project.
11. provisions for enforcement and remedies for breach of any condition or restriction, including the timing of the effective date of the change and its repeal should conditions not be met;
12. the dedication or conveyance of property for public purposes, including but not limited to, streets, easements, parks and utility systems.

C. If the Planning Board and the applicant do not reach an agreement on the terms of the contract zoning application, the application shall be denied and the request of the applicant for a contract zoning amendment is terminated. There shall be no appeal to the Board of Appeals if a contract zoning application is terminated.

6.3.c. Joint review by the Planning Board and Board of Selectmen

If the Planning Board, reaches an agreement with the applicant, the Planning Board shall initiate within 30 days a joint review of the proposed contract zoning agreement with the Board of Selectmen and the applicant. The purpose of the joint review is to familiarize the Board of Selectmen with the proposed contract zoning agreement and to give the selectmen the opportunity to view the proposed contract zoning agreement. The review shall include the determination that:

- A. The town's interest are adequately protected and served by the proposed contract zoning agreement;
- B. The costs to the town do not exceed the benefits.

If the Planning Board and Selectmen have reached agreement on the terms and wording of the proposed contract zoning agreement, the applicant shall submit a letter confirming the applicant's agreement on the terms and wording of the proposed contract zoning agreement. If the Planning Board and selectmen do not agree on the terms and wording of the proposed contract amendment, the application is denied and the applicant's request for a contract zoning

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amendment is terminated. There shall be no appeal to the Board of Appeals if a contract zoning application is terminated.

6.3.d. Continuation of Planning Board review of the proposed Contract Zoning Agreement

The Planning Board shall continue its review and take a formal vote to submit the proposed contract zoning agreement to a public hearing. The Planning Board shall schedule a public hearing no later than 30 days following its vote to submit the proposed contract zoning agreement to public hearing. The public notice and hearing shall follow the procedure below:

A. Notice of the public hearing shall be posted in the town clerk's office at least 14 days prior to the public hearing. The notice shall be published by the applicant at least two times in a newspaper of general circulation within the Town. The date of the first publication shall be at least 7 days prior to the public hearing. Notice shall be sent to the last known address of owners whose properties are within 500 feet of the property lines of the proposed contract zone, with proof of mailing required. This notice shall contain the conditions and restrictions together with a map showing the contract zoning property. Failure of any property owner to receive a notice shall not necessitate another hearing or invalidate any action by the Planning Board.

B. The public hearing shall be conducted by the Planning Board chair or acting chair.

C. A record of the public hearing shall be made for public record.

6.3.e. Final review by Planning Board

Following the public hearing, the Planning Board shall review all comments and recommendations from the public hearing and make changes where deemed necessary. In this final review, the Planning Board shall determine whether the proposed contract zoning agreement:

A. Is consistent with the Town of Trenton Land Use Ordinances;

B. Is consistent with the Town of Trenton Comprehensive Plan;

C. Establishes rezoned areas that are consistent with the existing permitted uses of the original zone(s);

D. Includes only such conditions and restrictions that relate to the physical development or operation of the property.

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If any substantive changes are made in the proposed contract zoning agreement, another public hearing shall be held. If there are no substantive changes, then, upon final review by the Planning Board, the proposed contract zoning shall be placed as a warrant article for town meeting. All costs related to scheduling and holding the town meeting shall be borne by the applicant.

6.3.f. Town meeting approval

- A. The Board of Selectmen shall then place the proposed contract zoning agreement on the warrant for a town meeting.
- B. The proposed contract zoning agreement may be approved by the town meeting with a majority vote.
- C. If the proposed contract zoning agreement is not approved by the town meeting, it may not be resubmitted for a minimum of two years after the date of disapproval.

6.3.g. Administration

- A. Upon approval of the contract zoning agreement by the town meeting, the Trenton Land Use Ordinance and Trenton Zoning Map shall be amended to reflect the incorporation of the contract zone. Conditions and restrictions pertaining to the contract zone shall also become part of the record. If deemed appropriate by the Planning Board, conditions shall also be recorded through measures such as, but not limited to, deed restrictions, covenants and easements.
- B. Effective date of contract zoning agreement. The date of the signing of the contract zoning agreement shall occur no later than 30 days following the date of the town meeting that the contract zoning agreement was approved. Subject to approval by state and federal agencies, the contract zoning agreement shall be deemed to become both effective and binding when signed. Its terms, conditions and restrictions together with the Trenton Land Use Ordinance, any other applicable Trenton ordinances, codes or regulations, and Town of Trenton Comprehensive Plan shall thereafter govern the proposed project and/or use.
- C. Violation and Termination of Contract Zoning Agreement
 - 1. If the CEO and/or other entity charged with enforcement in the contract zoning agreement find the developer or property owner, to be in violation of the terms of the contract zoning agreement, enforcement shall follow the procedure established in Section 5.6 the Trenton Land Use Ordinance and any other specific enforcement measures contained in the contract zoning agreement.

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2. If the developer or property owner does not meet the time limits prescribed by the contract zoning agreement, or abandons the project, the contract zoning agreement shall become null and void. If this occurs, the property shall revert to the underlying or former zoning and shall be made to comply with the requirements for said zone.

6.4. Severability

Should any section or provision of the contract zoning provisions contained within the town of Trenton Land Use Ordinance be declared by the courts to be invalid, such decision shall not invalidate any other section, article or provision of the town of Trenton Land Use Ordinance.