

**Public Hearing Meeting
Bauneg Beg Development LLC
March 16, 2022**

Chairman Rod Tetu called the meeting to order at 6:00PM. Noting attendance from the Planning Board: Kelly Demers, Joe Wagner, Don Hernon, Rod Tetu, Cecile Dupuis and Paul Boucher. Also attending, Patti McKenna, Code Enforcement Officer and Jonessa Ramos, Code Enforcement Officer Assistant. Code Enforcement Officer, Patti McKenna and Code Enforcement Assistant, Jonessa Ramos. Attending from the public were: William Single, Amy Meurrens, Robert St.Onge, Jacqueline Rancourt, Bruce and Joanne Johnston, Jackie and Rick Masters, Pat Dubois, William Nowicki, Roy McGahey, Steve Stearns, Katrina Randall, Michael Rancourt, Tracy Jacek, Bruce Graham, Richard Earle, Victoria Gavel, Tanner Demers, Roger hooper, Bill Cook, Sean and P. McDonough, Celeste and Thomas hatch, Barbara and Richard Hull, Michelle Feliccitti, Jessica Picard, Brian Dulong, John Tibbetts, Faith Johnston, Andy and Dina Jordan, Michael Gervais, Bob and Nina Pettengill, Jeff Demers, John and Linda Houy, James and Maeghan Johnston.

Note: The numbers next to a name indicate the time in the audio recording

John Tibbetts: Attached paperwork

Joseph Lenkowski [Lawyer representing Bauneg Beg] 10:24: I'm the attorney for Bauneg Beg Development, my office is in Sanford, ME. I just want to clear up one thing quickly. I'm here mainly because of the ordinance and statutory interpretation issues that were raised last time around and were submitted to by the Board, MMA and to your own legal counsel. On one of those particular issues, the question of whether the 20,000 sq. ft. minimum would preclude what this project is originally asking for. I've had a chance to review the opinions you got both from MMA and Brad Morin and in view of those opinions, we agree that this project will have to be configured in such a way that each unit is assigned a minimum of 20,000 sq. ft. of space. The suggested number of units in the submission you have now was 36 residential plus 3 in the school. The total number of units will have to be reduced to 31. Michael probably will speak better than I can as to how that's going to be done. I think that also addresses some of the other issues about how the sq. footage is calculated and so on. I wanted to tell you that as far we are concerned, we are accepting the interpretation that the town has received on that issue. If there are other legal issues that come up during the course of the proceeding, I'm here.

Joe Wagner: Just a follow up to Mr. Tibbetts presentation. According to the information that he has provided us that the school was up for sale as of Feb 7, 2022, is it still up for sale?

Michael Rogers [Realtor]: Yes sir. Well, everything is available in our society. In real estate, people buy and sell. If Mr. Alves doesn't get this approved. He needs to do something with the property. We can't lose an opportunity. I have been showing it. So, we are taking tracks of whether it's going to be approved or not, it's only the prudent course of action.

Brian Dulong: Attached paperwork

Carl Polsson 16:38: I live directly across from Cousens School. My only concern is the traffic. I know what it's like

when baseball games get out, people are sitting there with headlights in my kitchen. I know people are going to be speeding out there. That is my biggest concern with this whole thing. From what I saw on the map it looks like it's going to be coming out right in front of my house. I've done a lot of work to restore that place. I already have a development in my backyard, I'm not looking for another one in my front.

Joseph Lenkowski [Lawyer representing Bauneg Beg] 17:30: The point that was just raised is a good one. I want to be clear because there is some confusion, I think. Contract zoning if this application for contract zoning is approved. It is not going to be an approval of this specific project. What will happen if the contract zoning is approved, is that the developer will then have to come back in front of the planning board with an actual subdivision plan. At that point the Planning Board will have the opportunity to do site plan review. All the other processes for subdivisions, which means, traffic studies, all of those things that have to be presented to the board and to the public before any subdivision plan can be approved. You get another bite of the apple, for people who have problems or issues like traffic. I just want to make sure that everyone understands that. This is not the end of the show.

Leo Thibodeau: 18:42: Does our ordinances allow for a project of this magnitude?

Rod Tetu: The ordinance has contract zoning in it.

Leo Thibodeau: Right, I understand that it has contract zoning, but this is quite a project and our ordinances severely outdated. I'm not sure that it includes this type of development.

Rod Tetu: I believe that it would have to come back as a subdivision, if it was approved, through the ordinance, yes.

Steve Blais (Engineer): And I believe site plan review. So, it would be a combination.

Rod Tetu: It would be site plan review.

Rick Hull 19:41: I'm not opposed to this project. I think to me, the scale is the problem. It requires a traffic study and I do agree with Joe that there will be another bite at the apple, but the Planning Board does have the power to waive certain standards. I think there should be a condition imposed, a recommendation from you and one imposed by the Selectmen that there can't be a request for a waiver of the traffic study because this project will have a horrendous effect on the traffic on route 35. I would ask that be a condition that is imposed, that it can't be waived by the Planning Board, not that you guys would do that necessarily, but you have the power to do it. I think the contract zone process really should take that away from _____ 20:53. First of all, we've been told today that the project is going to be scaled down, do you have a new plan that shows the configurations of the buildings and any of that?

Joseph Lenkowski [Lawyer representing Bauneg Beg]: Not yet. I just got opinions from MMA and Brad today. There really hasn't been an opportunity to do that yet.

Rick Hull: I might suggest that you don't know what you are acting on, location of buildings. The standards under section E of the contract zoning section says that the conditions and restrictions imposed Specifications for the design and the layout of the buildings, that's part of the recommendations that you make to the Selectmen. If you don't have a plan of how it's going to be configured. And too, as Mr. Tibbetts said, I'm confused as to whether the school is going to be part of the condominium or whether they are going to declare only the land in the back as part of the condominium and the school is going to be a separate parcel of land. I understood from the last hearing that we had that this would all be part of the condominium and would be subject to the rules and regulations. I'm going

to suggest that part of the condition that you guys recommend is that building remains as it is and no changes including tearing it down can be done without coming back for an amendment to the contract zone because there is nothing in here that would indicate to me that if they decided that they didn't want to use it for a residential use and didn't want to use it for a commercial use that it could be torn down. The other thing is, there's a ball field there, I don't know whether that is going to be part of the condominium project, but the developers said that they are going to preserve that. There should be a condition on there that it be preserve and somehow be funded.

Michael Rogers [Realtor] 23:43: Great points, the ball field we've made statements and that will get picked up with the Planning Board that's our intentions all along. This is one of the appeals for the town, we are going to keep that open space, the ball field. The school will be part of the plan for the entire 14.6 acres. We propose 15 duplexes, so we are going to truncate it by 17% from 36 down to 30. It will be generally speaking the same road. We just may shorten the road. So, there will be less pavement, it's going to go on a diet. Steven is the engineer, but he will design it accordingly. He has more road and there's going to be less taxing of water and soil. So, it will be easier, everything else being considered. As far as changes to the school, on the front, we don't anticipate any changes but there are different governmental regulations that occur or acts of God that may occur and it gets damaged, we don't know, it's conjecture at this point.

Steve Blais [Engineer]: It's a concept. It's important to know that that's the first concept. We are hoping to get a lot input, should this go forward from the Planning Board, peer review, peer review for the town, there will be technical review hired outside paid by the developer, that's right in the site plan ordinance. We are looking forward to getting a bunch of input. The school is a central part of this project. We want to alter that condition, so be it. It's pretty clear, but if that's a technical... right Joe?

Joseph Lenkowski [Lawyer representing Bauneg Beg]: That's correct, I don't believe we have any objection to the point that Mr. Tibbetts made. It wasn't an intentional oversight if it was an oversight. We don't have a problem with the condition that says that the school building stays. There was never any concept that this plan was ever going to do anything other than that. We would be perfectly content with that being added as a condition.

Katrina Randall 26:28: Asked Steve Blais and Michael Rogers to introduce themselves. Any thoughts of what you would do with Cousens School, is it going to sit there as a broken building, needs heat in order to not disintegrate?

Steve Blais [Engineer]: It's a little market driven, I think there's a lot of ideas out there of what we like, something that works well with the town. We try to leave our options as open as possible. We heard, we got feedback, 9 units in there, let's not do that, so now we're down to, we are going to call it 1 unit, we were 3 before.

I showed it to an engineer firm, they loved it, but it was too far away from their present operation. A daycare would like to use part of it, they love the left side. But it's such in flux right now, they want a lease, but we can't go forward until we get this result. I showed two other rooms for offices, and I had a trucking school, education school wanted it. I didn't think it would be a good use, having the trucks out back for practicing. That was me, and I just didn't think it would be a good thing. We are trying to get the right users, which would blend well with our plan?

Steve Blais [Engineer]: We didn't even know if there might be a town function in there.

Michael Rancourt 28:46: I didn't fully hear what John Lenkowski said in terms of what you would be willing to put for conditions. Can you please restate that?

Joseph Lenkowski [Lawyer representing Bauneg Beg]: Yes, I was responding to Mr. Tibbetts suggestion that there should be something in there that makes it a condition that the school building must remain on property, and it can't be torn down. I was saying, we would be fine with a condition like that. It was never our plan to remove that school building. As Michael was just saying, we got to find the right use for it. It's going to stay, it's part of the project.

Michael Rancourt: So it's consistent with that, then would that condition also extend to it being tied to the overall project where it wouldn't be sold independently from the condominiums out back?

Joseph Lenkowski [Lawyer representing Bauneg Beg]: The plan is that this is all one project including the school building, school property.

Michael Rancourt: Right but the language that was just discussed before was relative to changing the appearance of the school or tearing it down. What if Mr. Alves or the development company wanted to sell that building independently or the condos being built behind it. Would the contract zone conditions not allow for that? Meaning, the whole thing has to get sold, which would eliminate the contract zone and they would have to come back and do it again or he could sell the building independently and the development stays behind?

Joseph Lenkowski [Lawyer representing Bauneg Beg]: The first, if the contract zone is approved the way we are now talking about it, the conditions we are talking about, he could not do that. He could not separate the school property because all of the land is necessary to comply with the conditions.

Steve Blais [Engineer]: A lot of this is to preserve the school, to make it work. If you cut it in two, it's done. If it's not ultra-clear in the language, we are willing to clarify it.

Mike Gervais: These parcels are going to combined into one parcel and the conditions for this parcel are all going to be part of the project?

Rod Tetu: That was what the lawyer was stating.

Joseph Lenkowski [Lawyer representing Bauneg Beg]: That's correct. There are actually two prior lots then a piece of another lot that go together to make the 14.6 acres. All that acreage will be subject to the conditions of the contract zone. So, none of it can be separated once the contract zone has been approved, then it would be out of compliance. All conditions apply to every portion of the property.

Mike Gervais: I did come across that ad for selling that property and no issue with selling a 2 separate pieces of property. Contract zoning was mentioned in the ad, and it alluded that it was done deal.

Michael Rogers [Realtor]: There's been no reference to anything as a done deal.

Mike Gervais 33:46: I read it again, it mentions contract zoning. When you re-read it, if you're selling the property separately, why does contract zoning have to be mentioned in the property at all? And this is for Patti (Code Enforcement Officer) the documentation that was on the real estate ad was better than what Town Hall had, as far as drawings go.

Michael Rogers [Realtor]: The reply, why does it have to be mentioned. Because the concept at that time. There

were 36 units, the only way would be with a contract zone. So, the reference in the ad was that an approval of a contract zone is required, and it is also conceptual, subject to change. I had to make reference to the contract zone. I don't want to intend to offend anyone, sorry for that.

Tanner Demers: The price that you guys have it listed, is that including contract zoning or is that without contract zoning. What would the percentage more be if it gets approved contract zoning?

Michael Rogers [Realtor]: Currently right now, it is listed as 525. That would not be with the contract zone. I can't speculate as to the value because we don't know what the contract zone. Again, we have to go through the Planning Board, there are so many different issues that will have to be tested. Steven you can talk about that, the soils the waters. We are looking at 30 residential units, but it may not hold, it might hold for less. We don't have a value if someone came in down the road, there's too many unknown variables.

Tanner Demers: So that price won't change if this gets passed without those soil tests?

Michael Rogers [Realtor]: There are many variables. The market is dynamic, it changes.

Steve Blais [Engineer]: A buyer would have a lot of questions and they probably will have a lot of conditions on it because there is a lot of permitting that has to be done even outside of town permitting. DEP, Drinking Water Program and Subsurface Wastewater Program, both state programs. There's a lot that has to happen. I don't think anyone's going to come by with that much in cash and just drop it down and start going.

Evelyn Lorde: My concern, if this project is approved and let's just say down the road, any renovations to Cousens School is prohibited, is there any chance once this is approved, Cousens School could be put up for sale separately because it's too much money to repair and to make into these other uses?

Rod Tetu: What these guys are asking for, it's all going to be one unit, it won't be able to be sold.

Michael Rogers [Realtor]: So let's say this is all approved and 5 years from now, we have 30 homes in the 15 duplexes, there's also a group or person or entity that would own Cousens School and they could be owning it and operating their business from there. It could be an engineering firm, it could be a medical group, a doctor or many other. That would be their decision if they want to sell but they would still be bound by the contract zone, they couldn't change it without approvals by the town.

Evelyn Lorde: And that's definite? that's a legal...

Michael Rogers [Realtor]: That's part of the contract zone. That's the contract zone agreement and that's the permitting and the use that would all be approved with the town.

Rick Hull: I only add that has to be a condition that you guys impose on the project or recommend to the Selectmen and the Selectmen impose it, if you don't impose a condition, you don't have any control.

Amy Meurrens: My main concern is the water, in 5 years if our wells run dry, who is responsible for that?

John Lenkowski [Lawyer representing Bauneg Beg]: Who would be responsible is a difficult question because again, as I said, this is the very first step in a lengthy process and part of the process is engineering and water studies will

be required both at the state level and at the local level to make sure there is sufficient water to support this project. There are safeguards in place for any project of this kind to try to make sure that what you are talking about doesn't happen. Any time that private water, wells are going to be used, these sorts of studies have to be done. Is it an aquifer? What is it? What is the water source? All that has to be identified. That's part of the process to protect not only you but also to protect the people who are going to be counting on the water that's in this project because if your well goes dry so is theirs. It's a legitimate concern. There are substantial safeguards throughout the process so that something like that doesn't happen.

Amy Meurrens: Affordable housing? What does that mean, your version of affordable housing is totally different than my version of affordable housing. You guys said that you guys are going to sell so many condos to 55+ and other condos to families. I just want to understand how you can say, you can't buy that condo you're not 55.

Steve Blais [Engineer] 41:54: I've always wondered about that too because I think it's illegal across the whole country, its discrimination by age. Sorry, we don't have any age. What we are trying to do is give a first shot to residents of Lyman but that's tricky to do, legally also. But we are trying to give a window for first dibs at it.

Michael Rogers [Engineer]: We are not excluding anyone. By designing it as 2 bedrooms each, organically we see that it would be around 50% of the units will by nature will be people 55+ older because we design it as 2 bedrooms, these are not large places. The other question you had; these will be market rate. That is all a function of what the market is at the time they are built.

As far as affordability, we took that right out of the comprehensive plan and the term affordable its used for affordable housing with subsidized projects. It's used in all kinds of ways, what we're saying is. Something that is affordable for people that don't want a big house, that don't want a big, huge track of land.

Amy Meurrens: My concern is, if this goes through, if I bought a property and I want 20 condos on my land, how are they going to stop me from doing that when you already allowed somebody else to do that? That's the whole thing, you can't say yes to one and then the other one comes, and you can't say no. To me, that's not legal.

Michelle Felicitti: What it costs for a child to be educated in Lyman? Tax burden? Where's the money for the transfer station, the roads, the fire, the ambulance, police officer presence. What about the baseball field? Where's the parking for that? Is there a parking lot that is going to be supplied for that?

Steve Blais [Engineer]: On the parking, we are looking forward to working that out as we go through site plan approval. My bigger concern is to not have people parking up along the road. Those are things that have to be addressed. We did show one conceptually a gravel parking lot past the baseball diamond and restructuring a bit. It's a little all over the place right now, so we have to give it a little more definition, so people know where to park. That is absolutely something that has to be figured out come design.

Leo Thibodeau: You have it listed as 1 ½ acres, I thought it was a 3-acre minimum lot? It's not in the commercial district, how is it listed for 1 ½ acres?

Michael Rogers [Realtor]: It's conceptual.

Leo Thibodeau: But you have it listed, it's publicized.

Michael Rogers [Realtor]: Yes, it is conceptual, it's not etched in stone.

Leo Thibodeau: So that's also contingent on this contract zone.

Michael Rogers [Realtor]: What is contingent?

Leo Thibodeau: the lot, for sale Cousens School at 1 ½ acres.

Michael Rogers [Realtor]: If we get the contract zone, that's what we are doing, is the contract.

Leo Thibodeau: But you currently have it listed with 1 ½ acres. It's in a 3-acre lot minimum. You have it listed for 1 ½ acres.

Michael Rogers [Realtor]: It would be part of the association. I had to define some acreage.

Leo Thibodeau: Okay so define it as 3, which is what the current thing is, it's not 1 ½. It's 3, it's very easy to put 3 in instead of 1 ½.

Brian Dulong: How can you list a property for sale with 1 acre if it has 6?

Michael Rogers [Realtor]: It would be part of the association.

Brian Dulong: Right, but this is on the market now. So, if someone wanted to come and buy Cousens School tomorrow and you say that I'm going to sell it to you and they say, how much land is with it, it's 1 acre. Are you going to sell that to them for 1 acre?

Michael Rogers: It's not going to work because we couldn't sell it as 1 acre.

Rod Tetu: Reads letter from Robertson Kreger McCallum and Attorneys at Law

Bruce Goodwin: Has the Planning Board seen that Bauneg Beg Development has met the 4 criteria?

Rod Tetu: We haven't gotten to that point yet.

John Tibbetts: I've got quite a bit that I gave you guys in my packet that compares our contract zone to the state, ours is quite a bit more liberal. I also have state ordinance that says that our ordinances can't be more liberal than state ordinances. It's just research I found, and I think that the Planning Board might find it interesting. **Submits research to Planning Board.**

Sean McDonough: How far back is that 13 acres? There's a bunch of trees behind the school. How much of that is going to be taken down?

Michael Rogers: I don't recall the distance. The rear setback, there is a minimum 40 feet set back.

Steve Blais [Engineer]: As part of the site plan review, we will be talking buffers for that reason. That will be under discussion.

Sue Briggs: In the town comprehensive plan, it recommends that the minimum lot size be 1 acre, is that correct? It doesn't go to a half an acre; it doesn't go to a third of an acre. It says 3 and 1 are recommended lot sizes if there's a

reduction. Is that correct? Why are we entertaining? Why are we considering 36 units on 14 acres and why are we even considering making judgments so he can sell property for our Selectmen without even having a buyer. The buyer has not hired an engineering firm yet. He's looking at trucking companies, considering a lot of 1 acre at Cousens School which currently is a building with 6 acres. Has a re-survey of that area been done yet? I don't think so. I'm just questioning why we are even entertaining this because obviously if we allow contract zoning for this gentleman so he can advertise it, the price of his lots will go from 500,000 to maybe a million because now they have a better bargaining chip with somebody who wants to buy it.

Rod Tetu: Yes.

Cecile Dupuis: Yes.

Joe Wagner 57:46: Consider establishment of a low density and a medium density rural zone. Low-density lot sizes between 2-5 acres should be considered to protect rural areas. One-acre lot sizes should be considered near existing development in suitable areas.

Joseph Lenkowski [Lawyer representing Bauneg Beg]: The reference in there is the rural zone, the acreage is talking about the rural zone. We're not in the rural zone.

Joe Wagner: The whole town is rural [crowd laughs]. We are a rural town, and this is a residential area, there's a distinction between the two.

John Tibbetts 1:00:08: Reads from page 2 of paperwork that he submitted to Planning Board

Bill Nowicki: If you approve a contract zone, whenever you might vote on this. Then tomorrow morning Cousens School property or one of the other properties sells, does the contract zone go with it?

Rod Tetu: If you read the contract zone, they would have to come back before the Planning Board to get permission to have it.

Bill Nowicki: The contract zone would be approved.

Rod Tetu: The new owner would have to prove that they can afford to have it, they would have to go through the process again.

Bill Nowicki: But it would go with the sale?

Don Hennon: No. Say there is a property down here that is a contract zone and happens to sell beer, up on the hill. Say that property is sold, the new owner would have to come back and renew the contract with the Town. The contract goes to the seller/owner of the property at the time the contract is approved. If that person decides to sell then you got to go through and come back and get the contract renewed or possibly at that time there could be additional conditions put on it, if there has been complaints and other things about the existing use of the contract, so it's vested in the person who gets it approved, the owner at that time.

Bill Nowicki: In the contract zone, there's a review after x number of years.

Cecile Dupuis: Conditional use but we don't have that anymore.

Joe Wagner 1:03:51: Reads "The Planning Board shall make a finding on each of the 4 standards in the subsection..."
Explains Favorable vs. unfavorable recommendation to the Board of Selectmen.

Victoria Gavel: You should turn this question over to the Town of Lyman for election day.

Bob St. Onge: I disagree with Don Hernon in regards to contract zone. If you approve the contract zone that adds to the value of that property. The person that buys that zone, he still has to go through the same process these gentlemen are going to have to. If the contract zone gets approved, then they are going to come in with their I'm going to build this, I'm going to do that. It's going to be the same thing with the buyer of that property. That contract will go with the property. He will then have to come before you and lay out all of the specifics he plans to put in there.

John Tibbetts 1:06:01: How would contract zoning work with the condominium situation? Because they are bought and sold, correct? So you're builder owns the property, and with every condominium that's sold have to write a new contract with the Town? I'm lost on that.

Michael Rogers [Realtor] 1:06:26: The condominium is a form of ownership, the contract zone is the use, so they are two different things. So in three years a person wants to sell their condo, they sell their condo. The person buying it, there are deed restrictions that is it a condo and they have to be part of the Association. There are rules and regulations with the declaration and there are by laws.

John Tibbetts: What does that have to do with contract zoning? The Board just said the contract zone lives and dies with the original owner. So, that means to me, once it is sold that's the new owner so it's a new contract. Regardless to what anybody else says, it's still a contract zone. Am I understanding this wrong?

John Lenkowski [Lawyer representing Bauneg Beg]: The contract zone covers the entire property. It allows for development whether its condominiums, whatever it is, but those individual condominium units are not the owners of the contract zone. They are going to be subject to all of the conditions that are imposed on the contract zone. They are not the owner that has to go back and renegotiate contract zoning every time a condo sells.

John Tibbetts: They are not an owner?

John Lenkowski [Lawyer representing Bauneg Beg]: They are an owner of the condominium which is located on the land, which is subject to the contract zone, so they are subject to the rules, regulations and restrictions that are imposed on the contract zone.

John Tibbetts: Is it a condominium or a PUD? Because as I understand it, a PUD they also own...

Joseph Lenkowski [Lawyer representing Bauneg Beg]: All condominiums are PUD's.

John Tibbetts: That's not how, I don't think so. That's alright.

Kelly Demers 1:08:30: One of the things we got a little rebuttal on is contract zoning could contain provisional statement will be transferred to the Association. So, get a contract zone and the developer has it, part of the

contract zoning which stipulates that once the developer has complete, the contract will be transferred over to the Homeowner's Association. Now, when you own a condominium, you essentially own air space surrounded by four walls. The land itself, that part that belongs to the contract zoning, the Association would be responsible for that contract zoning. As an owner of the property, part of your CC's and R's you will automatically become part of the Association and thereby accepting the rules of the contract zone.

John Tibbetts: Please read the definition of PUDs.

Kelly Demers: I'm a real estate appraiser, I know that exceptionally well.

John Tibbetts: So, as I understand it, they don't just own space if it's a PUD.

Kelly Demers: A PUD is a planned unit development; this is a condominium which falls under that. A PUD you can own land individually, you can have cluster developments, you can have a whole myriad. A PUD is just a general term. This is not a site condo; I don't presume you're planning on doing this as a site condo which would be the land. So, the owners would own the building, that's it. Not the land around it not the ground underneath it.

John Tibbetts: So that's not space, that's the building.

Kelly Demers: Depending on how the contract, how the deeds are written, they could own a 1/30th interest in the overall land, or they just own the building itself and pay the Association fees associated with it.

John Tibbetts: You can see how that would be a challenge for the town.

Kelly Demers: No.

John Tibbetts: On the individual? Because it puts the condominium on them and all they own is space. You tax them on personal property. If they own the building, you've got to tax the individual owner on the building.

Kelly Demers: and then you have the value of the land and the value of the land is divided up proportionally to the number of units and the number of occupants.

John Tibbetts: This goes back to my confusion with the application of the PUDS, the condominiums. But you can see where the confusion would lie.

Kelly Demers: There are many different forms of ownership out there and I deal with a lot of them.

John Tibbetts: Are you a 100% clear on what this thing is?

Kelly Demers: Yes, I am.

John Tibbetts: Oh, please tell me.

Kelly Demers: It's taken me 19 years to get to where I am.

Rod Tetu: Alright we need to move on from this.

Jeff Demers: If I could get that answer, I'm very curious to get that answer. If I could have my time to have him give me that answer, I'd really like to hear that.

Kelly Demers: I can speak with you after the meeting.

Jeff Demers: I'd like it in the minutes please. There were 5 questions that the Board brought forward at the last meeting are they going to responded to at this meeting or the next meeting.

Rod Tetu: We did get a response to them. It's a site case law, it's pretty dry reading.

Jeff Demers: Are we going to hear the answers?

Don Hernon: If you stay for the planning board meeting you will.

Jeff Demers: I want to hear the definition of PUD and condo.

Kelly Demers: Gives the definition of PUD.

Joe Wagner 1:16:40: Reads 5 questions and answers between MMA and Town Attorney Brad Mortin.

Someone in the crowd 1:23:13: These people that would be part of the association, are you saying that they would own part of the Cousens School too, if it's all one?

Michael Rogers [Realtor]: That would be the 31st ownership unit. You've got the 30 residential units and the owner of the Cousens School would be that 31st owner, so that would be one unit itself.

Joe Wagner: The maintenance of Cousens, that property. Would that not be a responsibility of the Homeowner's Association?

Michael Rogers [Realtor]: They would be part of the Homeowner's Association.

Joe Wagner: The Association would be responsible for the upkeep of the property?

Michael Rogers [Realtor]: Yes, whatever they govern. Typically, HOA is responsible for the upside, the shell, the roof, the siding, the grounds, the outside.

Michael Rogers [Realtor] 1:25:17: In fairness if I was a homeowner of one of the condos, I would not want the 30 owners to pay for maintenance of the outside of Cousens School because it's so large. The good thing is that it's got brand new roof, it's brick, it's has new windows. So, in theory, when its drafter, the attorney, Joe would probably handle this, he would draft where the association would handle the outside of the 30 units. But the owner of Cousens School, the entity, the condominium owner, they would be responsible. Again, that's up to what the association would do but typically they would probably pay for that.

James Johnston 1:26:08: The Roads in this development, are they going to be private roads or town roads? Who is going to be responsible for them?

Michael Rogers [Realtor]: Great question, that's a private road. So that would not be the responsibility of the town, that would be the Homeowner's Association to maintain it.

James Johnston: My second question, private roads in this town have become town roads in the past. What is preventing The HOA trying to put that on the town later?

Michael Rogers [Realtor]: That would be part of the contract zone that again this is going with the Planning Board, they are going to have restrictions, and that's one of it. The Homeowner's Association would be responsible for that, it is not the Town.

Joe Wagner: And recent additions to the ordinance, we put in the requirements for transfer of a roadway from private to public, and the bar is quite high intentionally so.

Michelle Feliccitti: If they get tired or maintaining the ball field, can they sell that? Get rid of it? Bull doze it? Put more apartments there? How does that work?

Steve Blais [Engineer]: We don't know yet. We would have to come back and modify the contract. The ball field would have to remain per contract, or we would be out of compliance.

Joanne Johnston: Could they be an owner? Whoever takes care of the ball field, can that be a separate owner?

John Lenkowski: That would be part of their Association, I assume.

Michael Rogers [Realtor]: The HOA would maintain that. They would have some type of loose contract with the little league. The people who run the little league, they are out there cutting the grass and maintaining. They would have a contract for liability insurance with the HOA.

Steve Blais [Engineer]: The HOA would fund it; someone has to pay for fertilizer and all that stuff.

Leo Thibodeau: I've seen where HOA's get sold and then all of a sudden, it's no longer affordable for the people that are in it and then you have a mass sale going on. Can we hold it so that the owner of this is accountable for his own HOA? Because this could be just a cash cow. It would seem to me that an HOA can be sold.

Rod Tetu: I've never heard of that before but I'm not saying it's not possible.

Crowd Replies: Oh, it is.

Michael Rogers [Realtor]: That's going to be part of the by laws with the HOA. They are going to have whatever it is; I don't know. That's up to what they decide. Collectively the 31 owners, but again, they have a contract, there's a contract agreement so they can't void the agreement.

Brian Dulong 1:30:52: Whatever decision the Planning Board makes, the Selectboard can go against it and rule whatever way they want to rule. So, if you say no, they can say yes.

Rod Tetu: Correct.

Bill Cook: Why don't you give it to the town to vote, let the town vote on what they want to do.

Rod Tetu 1:31:45: Reads submitted letter from Amber Swett

Andrew Jordan 1:37:20: I don't want a contaminated well, I don't want e coli or who knows what sneaking across the back of the church property, that's highly saturated land. They have sump pumps going, I hear them constantly. I don't have a basement for the same reason. These objections are legitimate.

Rod Tetu: Are there any more questions or comments? Last call for questions and comments. I want to make sure that everybody got a chance to speak.

Brian McGee: I'm not for this. Everyone wants to save the school and the ball field but where were you when we had the time to save the school and the ball field? The town voted to sell it because we didn't stand up. It's theirs if this goes through. They should be able to do what they want with that. If we want to save it then try to buy it back and keep the ballfield. We wouldn't want someone doing it to our land, I'm just saying I don't agree with it but it is what it is and we should of stuck up then.

Vicky Gavel: Some of us did.

Brian McGee: I know but not enough of us did.

ADJOURNMENT:

Rod Tetu made the motion to adjourn at 8:01PM. Paul Boucher seconded. The motion passed with all in favor.

APPROVED DATE: 4-20-2022



Roderick Tetu, Chairman



Don Hernon, Vice Chairman



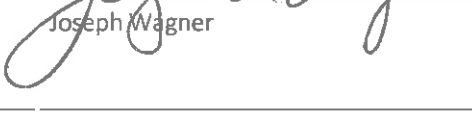
Cecile Dupuis



Joseph Wagner



Paul Boucher



Kelly Demers

Code Enforcement Officer

From: Bradley Morin <bmorin@bourqueclegg.com>
Sent: Wednesday, March 16, 2022 1:48 PM
To: Code Enforcement Officer
Subject: RE: contract zoning questions
Attachments: Lakes Environmental Asso. v. Naples_ 486 A.2d 91.pdf; title12sec4807-A.pdf

My answers are in green and underlined below.

Bradley C. Morin
**BOURQUE CLEGG
CAUSEY & MORIN LLC**
949 Main St.
P.O. Box 1068
Sanford, ME 04073
tel. 207-324-4422
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From: Code Enforcement Officer <ceo@lyman-me.gov>
Sent: Wednesday, March 9, 2022 3:09 PM
To: Bradley Morin <bmorin@bourqueclegg.com>
Subject: contract zoning questions

Hi Brad,

Please see questions the Planning Board posed to MMA, along with their response. They suggested some of the questions should be asked to you. I received permission to forward these questions to you from the Chairman of the Planning Board and Chairman of the Board of Selectmen.

I think these are pretty generic questions, but if you want to see the contract zone request before giving an opinion I can forward it.

The Planning board is only at the stage of giving a recommendation at this point, and these are the questions they have. We had one public hearing but did not provide the map and conditions and restrictions with the abutters notices, so we are holding another public hearing on March 16th. The Board was hoping to get answers before the 16th.

I will forward the original questions also.

Patti

From: Legal Services Department <legal@memun.org>
Sent: Monday, March 7, 2022 4:05 PM
To: Code Enforcement Officer <ceo@lyman-me.gov>
Subject: RE:

Dear Patti,

I have provided my responses to the extent I could answer them in red below. I hope they are helpful.

Note that I was not able to respond to some of the questions. They will require the assistance of your town attorney to analyze the applicability of your local contract zoning ordinance provisions to the particular development in question. Such in-depth legal analysis is beyond the scope of our services. Additionally, as the attorney representing the town in the event of a legal challenge, it is very important for your town attorney to weigh in on the legality of the propose development project as it relates to your zoning restrictions. However, I would be happy to speak with your town attorney about any of the questions if they are interested in our opinion on the matter.

Sincerely,
Rebecca

Rebecca McMahon, Staff Attorney
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
Phone: 207-623-8428
1-800-452-8786 (in state)
FAX: 207-624-0187
legal@memun.org

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From: Code Enforcement Officer <ceo@lyman-me.gov>
Sent: Friday, March 4, 2022 11:53 AM
To: Legal Services Department <legal@memun.org>
Subject:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Revised questions sent yesterday. I think the revision makes our question clearer.

Patti

From: jwagner1980@roadrunner.com <jwagner1980@roadrunner.com>
Sent: Friday, March 4, 2022 11:42 AM
To: Code Enforcement Officer <ceo@lyman-me.gov>

Subject: RE: legal questions

Folks,

Attached [and below] are some suggestions. I'm not sure if the wording I suggest in point three correctly communicates what we had in mind. My apologies for the tardy and compulsive word-smithing.

The Planning Board has an application for a contract zone amendment in the Residential zoning district to allow more residential units than our ordinance allows in that zone. In the residential zone 3 acres is required for a residence. This lot is 14 acres, and they are proposing to build 36 units on the lot and have up to 3 professional offices in an existing building. These are procedural questions about our ordinance as it applies to contract zoning amendments. If the Board recommends approving the contract the town will be working with the Town attorney for the specifics of the contract. The Planning Board voted at their meeting last night to ask these procedural questions of MMA before our public hearing which is scheduled for March 16.

Contract zoning legal process questions:

1. Is there a conflict between state law and the town's ordinance regarding contract zoning? (State Law title 30A MRSA 4352 (8) B) In our ordinance section 1.8.3 F we have four standards that the Board has to make a positive finding for their recommendation to the Board of Selectmen. #3 states: Is consistent with, but not limited to, the existing uses and permitted uses within any zoning district. The words "but not limited to" are not in the state law. Is this a conflict that invalidates our ordinance? Or does our requirement in section 1.7.1 apply? It states: "Whenever a provision of this ordinance conflicts with or is inconsistent with another provision of this ordinance or any other ordinance, regulation or statute, the more restrictive provision shall control, unless otherwise indicated." I do not read this phrase as contradictory to the statutory requirements. The statute requires that rezoning through contract zoning must be *consistent with* the existing and permitted uses, not that the rezoning must be *exactly the same as* existing and permitted uses. I read the "not limited to" phrase to be more of an explanatory phrase that is consistent with the intent of the statutory language.

Moreover, the inclusion of this phrase in one provision of your land use ordinance, even if it could be argued as inconsistent with state requirements, would not serve to invalidate the ordinance entirely. Rather, to the extent the language would allow contract zoning that is more expansive than the statute intends, the ordinance should be interpreted to be more restrictive and consistent with the statute.

If the planning board takes issue with this phrase or finds it confusing, it may want to note the language for modification when it comes time to amend the zoning ordinance in the future.

I agree with this - Brad

2. Can the Board use contract zoning to increase residential density on a lot? The smallest lot size for a dwelling or septic system that our ordinance allows is 20,000 square feet. Can contract zoning be used to allow housing that would equal to less than 20,000 square feet per dwelling? The Planning board should speak to the town attorney about the applicability of particular restrictions in your land use ordinance to the proposed development. I will note, however, that the 20,000 sq ft minimum lot size for a single residential dwelling disposing of waste by subsurface waste disposal is also required by state statute in all areas of the state, notwithstanding any other provision of state or local law or regulation (see 12 MRS § 4807-A). I do not think that, generally, contract zoning can be used to contravene these statutory minimum requirements for residential dwelling units.

The statute clearly overrides any local law. I understand that units will be tied in with common disposal systems. However, Section 2 of the statute also applies to multi unit housing. I also found a case involving a developer selling interests in an existing campground, where the court said they should not have allowed the additional density. (See attached) Even if the CZ would allow the Planning Board to increase the density, that does not necessarily mean they would or should want to. If the planning board recommends approval by the Board of Selectment they may want to

recommend that it be conditioned on meeting the density called for under the minimum lot size law, and Section 3.5 (below). - Brad

3. In section 3.5 of our ordinance [Non-conforming lots], it states: "No dwelling or septic system may be located on any lot less than 20,000 square feet in size. No variance shall be granted from this requirement." While the property in this pending application is *not* a non-conforming lot, does this restriction still apply in that it expresses a sentiment similar to that of the 20,000 square foot limit for a dwelling or septic system? See response in question 2.

See response to 2 above - Brad

4. Planned Unit Developments (PUDs) are not mentioned in our zoning ordinance. The proposed project is a PUD. In section 5 of our ordinance, under each zoning district, it states: "If a use is not listed then that use is prohibited in the district." Would this language require the Board to make a negative finding on the use being consistent with, but not limited to, the existing and permitted uses within any zoning district? I recommend speaking with your town attorney about the applicability of this provision in your ordinance to the proposed project. The answer likely depends on the specifics of the project, the particular district, and also whether PUDs would be characterized as a "use." I am not entirely familiar with the term, but a "PUD" appears to be a type of *ownership* of a particular use (i.e. residential property—single-family or multi-family dwellings – governed by a homeowners association) rather than a specific type of use in itself.

I agree with this. Planned unit development is broader term of ownership and is not a use. This is a condominium or cluster subdivision with shared open spaces. - Brad

5. This project is being applied for by a developer who intends to create a condo association to own the land and be responsible for maintenance. If the town enters into a contract with the developer, and in the future turns the ownership over to the association, would that require the association to come back and get the contract transferred to them? In section 1.8.3 E condition #9 says: "Provisions for transfer of the contract must come before the Planning Board and Board of Selectmen to demonstrate technical and financial ability to fulfill the contract." Since I am not privy to the specifics of the proposed project, I am not qualified to opine. Again, I think this question is better directed to your town attorney, who can provide in-depth analysis of the applicability of particular ordinance provisions to the proposed project.

I agree it needs to be transferred to the Association owning the common areas/elements (after the Declarant releases control) but the contract could contain provisions stating that it will be transferred to the Association so there will not be uncertainty on the part of anyone buying into the development. Their deeds will also probably contain provisions making them subject to the requirements of the contract zoning agreement.

From: "Code Enforcement Officer"

To: "garagedog64@gmail.com", "Don Hernon (DHernon@myfairpoint.net)", "Joe Wagner (jwagner1980@roadrunner.com)", "Kelly J. Demers (kelly@confidentialappraisalservices.com)", "Cecile Dupuis (cecile_dupuis@hotmail.com)", "Paul Boucher (mallardduckyy@gmail.com)"

Cc:

Sent: Thursday March 3 2022 10:33:26AM

Subject: legal questions

Please review the questions that are attached. In the interest of time and submitting these questions to MMA, the

sooner the better,

I think I captured the discussion on several parts in these five questions.

Patti

**ROBINSON
KRIGER &
MCCALLUM**
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FREDERICK C. MOORE
THOMAS QUARTARARO
JEANNE C. SUND
TIMOTHY J. WANNEMACHER
MAEVE R. WEGGLER

March 2, 2022

FOUNDERS

JAMES S. KRIGER (1931-2015)
ROBERT C. ROBINSON (1921-2016)

✓ Lyman Planning Department
Town of Lyman
11 South Waterboro Road
Lyman, ME 04002

Lyman Select Board
Town of Lyman
11 South Waterboro Road
Lyman, ME 04002

RE: Development on Goodwins Mills Road

Dear Planning Department, City Council and Selectpersons:

I write as attorney for St. Philip Catholic Church at 404 Goodwins Mills Road. The church abuts the proposed development by Bauneg Beg Land Developers, LLC, of 382 Goodwins Mills Road, the former school location.

The church urges the Town to look carefully at the proposed development, particularly in light of the water table in the area, the new impervious surface being proposed, the church-side location of any proposed septic, and the proximity to the project of the church, its baseball field and its parking lot. The church does not take a position opposing development of the site, but it does want to ensure that whatever development ultimately may be permitted will not exacerbate the long-standing water issues in this area. The Town should consider the appropriate tools at its disposal to address the engineering as to water run-off and septic for up to 45 residential units: town engineering review, external peer review, post approval monitoring, or other options.

The church understands that contract zoning is being considered, and that the Planning Board is conducting a March 16, 2022, hearing regarding the contract zone. Any approval of a contract zone would typically need to be referred to the Select Board.

Please make this letter part of the official process, with respect both to contract zone proceedings (both boards) and any site-plan review.

Town of Lyman
March 2, 2022
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'TRK', with a long, sweeping horizontal line extending to the right.

Thomas R. Kelly

TRK/smh

March 15, 2022

Lyman Planning Board
Town of Lyman
11 South Waterboro Road
Lyman, ME 04002

RE: Bauneg Beg Land Development Project

Dear Lyman Planning Board Members,

I am unable to attend the public hearing this evening and ask that my letter be read into the record.

I have lived in Lyman since 1993. During that time I have lived off of Huff Road, lived on Kennebunk Pond Road and now reside off of Kennebunk Pond Road. In all of those locations one thing has remained the same, the feeling I carried of living in a small rural town. It is the reason why when it came time to start thinking about where we wanted to live, my husband and I decided to purchase a larger parcel of land to build a home and raise our family on. It has always been our hope that we would one day split up our land, into the allowed lot size, and share that land with our children and their families.

While my property is not located near the proposed development site, I do work in the heart of Goodwin's Mills and only a short distance away from the proposed development site. And while I know that growth and change are inevitable, I do not think that as a Town we are in the right place to be going forward with a development of this nature and size. We currently have an Ordinance Review Committee of one (1) member. We have many ordinances that are over five (5) years old and have not been reviewed. There are a number of questions that were asked at the last public hearing, that to my knowledge, still have not been answered. I feel that the changes that will occur in our town due to this development will be significant and we owe it to each and every resident, whether in close proximity or not to the development, to make sure that ALL of the questions and concerns are answered and addressed BEFORE any kind of permits are issued by our Planning Board.

In reading some of the material provided by Bauneg Beg Land Development and our Code Enforcement Office and watching the recorded meetings at which this project has been discussed, I continuously hear and read references from the Town of Lyman Comprehensive Plan. One being "to encourage affordable and safe housing opportunities for Lyman residents", To me this is a very subjective statement. While watching one of the recorded meetings, I heard it said that these Condos would be offered at Fair Market Value. It is my understanding that a newly licensed EMT or Firefighter starts out at minimum wage, I don't see how this would be an affordable option for a single person. Using my own home as an example, we have owned it for over 20 years and have refinanced it 5 times to make our mortgage work for us. Without my husband's income, I would not be able to afford my own home, never mind brand new. Unless

Bauneg Beg Land Development and their Real Estate team are offering these condos to residents on a sliding scale based on a person's income, I don't understand how they can continue to tout that these will be an affordable option. There are an extremely wide range of incomes in this town and what is affordable to some will not be affordable to others. As for the "safe" part, if they are constructed to current Town Code, the quality of materials and the quality of the builder is good, I feel that "safe" should be a given.

Also from the Town of Lyman Comprehensive Plan, "As new subdivisions are being developed this plan asks for subdivision projects and commercial projects to contribute to Lyman's infrastructure. It also asks that regulations require developers to provide water for rural fire fighting that meets the needs of National Fire Protection standards." I have not heard or read anything about how Bauneg Beg Development will be contributing to the Town's infrastructure. I heard mention of \$160,000 that would be generated in taxes a year, but that was reduced to \$150,000 a year after some revisions to their plan. It was also mentioned that there could be about five (5) children in the development. If five (5) children requires about \$60,000 per year from taxes that leaves about \$90,000 to cover more costly things such as roads, fire and rescue, and the transfer station. Is the Town asking the Developer to contribute in any other way to the infrastructure of Lyman?

There were also a number of questions that were raised at the March 2, 2022 Planning Board Meeting, that may or may not have been answered at this time either by MMA or the Town Attorney, but I feel it is extremely important for ALL questions from the Planning Board and residents to be answered to their satisfaction before going forward in any way with this project.

Before agreeing to go ahead with this project, I feel it is imperative that the Town of Lyman take the necessary steps to ensure the current ordinances, especially in regards to Contract Zoning, where I feel there are many unanswered questions and lots of different interpretations from each different party, are solid and cannot be interpreted to mean something different by each different person that reads it.

I am asking at this time, as a resident of this town and someone who works with and for the community of Lyman, that the Planning Board hold off on any kind of approval for this project.

Thank you very much for your time and your service to our town,
Amber Swett

Public Hearing for Bauneg-Beg Contract Zone

Mar 16, 2022

My name is Brian Dulong and I live on Chappell shores rd. here in Lyman.

In Bauneg-Beg's request for contract zone they provide the following:

6. A description of the property's unusual nature or unique location.

The Property is unique in its potential to meet the housing goals of the Comprehensive Plan while also providing the opportunity to preserve a long-standing town landmark. Cousens Memorial School is an important part of Lyman's cultural heritage. It has been an integral part of the town's social fabric since its construction in 1937. After rezoning, the unique nature and location of the property will allow for increased residential density while protecting a treasured cultural asset and preserving open space and community recreational facilities. It is hard to imagine an outcome which would be more in tune with the housing goals set by the Comprehensive Plan.

It appears that the most critical item allowing this property to be considered a "unusual nature or unique location", as is required to allow for a contract zone, is the school. The Cousens School must be preserved. However, in their proposed "conditions and restrictions" they have offered:

- d) The Cousens School building shall not be used for residential purposes. In the event that the Cousens School building is used to house professional office and/or personal service business condominium units, any required renovation shall fully preserve the front exterior of the building, except for changes, if any, required by local, state or federal ordinance, statute or regulation.

The problem I see with this statement is, that if the school building is not used "to house professional office space and/or personal service business condominium units" it may be removed from the site with no ramifications. I suggest that, if it is determined that the Cousens School indeed gives this property an "unusual nature or unique location", then the condition should state specifically, that under no circumstance will the school be removed and that the renovation will fully preserve the front exterior of the building, except for changes, if any, required by local, state, or federal ordinance, statute or regulation.

I am providing a copy of this statement for the minutes.

John Tibbetts Presentation to Planning Board on 3/16/22
Regarding Bauneg Beg Land Development LLC

First, I appreciate the careful consideration the Planning Board has given to the townspeople at the February 2nd hearing for the Bauneg Beg request. I also appreciate the detailed minutes of that hearing made available to everyone on your webpage. That shows me that you valued our input and will reference it going forward. The questions you listed in the minutes of your March 2nd meeting are important questions. Thank you for seeking legal counsel, and all your hard work.

I am here as a concerned citizen, not in my role as Selectman. We know that your recommendation is not binding on the selectmen. They have the choice to "adopt your findings or other findings indicating that the rezoning is consistent with the four standards". As the owner of Bauneg Beg, by making this request Selectman Alves's opinion is known. Although he will recuse himself from voting, please watch the other selectmen. As the ordinance says, they must state the findings they use for their votes. I reported my findings at the last hearing where I made a case for the fact that the proposed Planned Unit Development is not compliant with our Comprehensive Plan and Ordinances. The revised request now says the PUD is a condominium but it still does not meet the four standards.

Since the last hearing, we learned that all the land being proposed for this project has been for sale since at least January. Michael Rogers from Bean Group is the listing agent. He gave testimony at the last hearing and never mentioned this. The property is advertised on the internet as two separate properties that may also be combined. Cousens School is listed as a commercial building with 1.5 acres of land. The balance of the land is listed as a development opportunity consisting of 11.6 acres of land. My math says that's a total of 13.1 acres. Bauneg Beg requests a contract rezoning for a PUD on 14.6 acres. How does that work? Is the plan to sell the school building or incorporate it into the PUD or not?

That's not the only inconsistency in the request. If the school is purchased separately, the owner can't use it commercially in the Residential District without site review. Contract rezoning will be required to override the minimum 3 acre lot size allowed. Without the school building, depending on which total acreage numbers you use, the density is either one-third or one-quarter acre per unit. In either case, it is not the 16,300 square feet stated in the request. All amounts are still far below the minimum 3 acres allowed by ordinance. Additionally, the statement that the property is special is not valid.

Both properties are in the Residential District and **will** need contract rezoning in order to be developed for the purposes stated in their advertising. I personally question the motivation of the developer because he is also a selectman who refuses to seat qualified people on the Ordinance Review Committee. Nor has he, in the 2 years he's been a selectman, submitted an ordinance change, update or addition, by initiative or referendum, which is his right to do. If he had gone about this the RIGHT way, and the people voted affirmatively for this type of housing by ordinance, we would not be arguing the validity of his request today. Instead, without proper ordinances, he is trying to push this development through by way of a contract rezone. Without the contract rezoning, the properties are worth a fraction of what the developer and real estate agent are asking.

Next, the request states that for purposes of land use and zoning, there are no differences between PUDS and condominiums or subdivisions but that is not correct either. Ownership of the land has everything to do with zoning, land use and tax assessment. While researching this, I found that the differences are VERY IMPORTANT in real estate, land development and insurance. Bauneg Beg and Bean Group should know the differences. Potential buyers are strongly advised to know the differences before purchasing. The differences greatly affect the way our assessor classifies the properties and distributes the tax burden. Insurance needs will be different for all three. Additionally, the laws of the State of Maine are very different regarding the development, maintenance and transfer of PUDs, condos, and subdivisions.

The revised request places emphasis on certain terms in the Comprehensive Plan like **rural** and **residential zones**. The actual emphasis should be on **investigate** *establishing* differing lot sizes, and **develop** *varying land use density patterns*. These are both **action directives** given to the town to accomplish, **NOT** permission for any property owner to exploit our ordinances. Until the town fulfills the tasks listed in the Comprehensive Plan to create new ordinances or districts, **voted on by the people**, projects like this should not even be considered, particularly using contract rezoning.

I recommend that the developer make a new request without all the inconsistencies. If his intention is to include the school building to increase the acreage, he must state the proposed use affirmatively, without the words 'if' and 'may'. There should also be an added Condition of a performance bond payable to the town in the case of a default. The state advocates for municipalities to require a bond of no less than 25% of the total construction cost. See Title 30-A, Chapter 187 §4352(7).

Comparison of Lyman Ordinances to
Maine Title 30-A, Chapter 187: Planning and Land Use Baseline (Minimum Allowed)

To the Planning Board regarding The Contract Zoning Ordinances, presented on 3/16/2022

There is much discussion of the interpretation of the phrase "consistent with, but not limited to," in our Contract Zoning Ordinance. I am not a lawyer but we have done some research and think this might apply.

Maine Statute Chapter 187 says:

M.R.S.A. Title 30-A, §4352. Zoning Ordinances preamble: A municipal zoning ordinance may provide for any form of zoning consistent with this chapter, subject to the following provisions. (Contract Zoning is addressed in provision #8.).

8. Conditional and Contract Rezoning: A zoning ordinance may include provisions for conditional or contract zoning. All rezoning under this subsection must:

- A. Be consistent with the Growth Management Program adopted under this chapter;**
- B. Establish rezoned areas that are consistent with the existing and permitted uses within the original zones; and**
- C. Only include conditions and restrictions that relate to the physical development or operation of the property.**

As I read and understand the above statute, these requirements are the minimum baseline that the state requires. Nothing in any town ordinance can circumvent these three requirements. The Town Zoning Ordinance section below is plainly written to reiterate the state statute.

Lyman Zoning Ordinance says:

Ordinance 1.7.1: Whenever a provision of this ordinance conflicts with or is inconsistent with another provision of the ordinance or any other ordinance, regulation or statute, the more restrictive provision shall control, unless otherwise indicated.

When we consider the 4 standards:

Ordinance 1.8.3 (F) Recommendation: If the Planning Board makes a negative finding on any of the standards, its recommendation shall be negative. The Planning Board shall base its recommendation on whether the rezoning:

- 1. Is for land with an unusual nature or location;**
- 2. Is consistent with the Comprehensive Plan;**
- 3. Is consistent with, but not limited to, the existing uses and permitted uses**

within any zoning district; and

- 4. That the conditions proposed are sufficient to meet the intent of the section.**

In my opinion:

Standard #1 is more restrictive than the state and does not circumvent the state statute. It is valid.

Standard #2 The state statute requires consistency with a Growth Management Program adopted under Chapter 187. The town does have a complete Growth Management Program. It does have a Comprehensive Plan which, according to this Chapter 187 is only one component of a Growth Management Program. This may just be a technicality, but the state defines a GMP as a set of documents including a Comprehensive Plan, Inventory of natural and public assets, and Implementation Programs, among other things. Since the state statute requires a GMP adopted under Section 187, it is more restrictive than our ordinance and shall control. Our ordinance circumvents the state requirement that the town adopt a Growth Management Plan adopted under Chapter 187. I don't think any applicant can lawfully be approved until the town corrects this.

Standard #3 is in conflict with the state statute because the phrase "but not limited to," is in the ordinance but not in the statute. Because of this, the statute is more restrictive and shall control.

Standard #4 seems to be consistent with the state statute.

I believe there should be no new contract zoning requests approved until the town creates a proper Growth Management Program and corrects the wording of our Contract Zoning Ordinances. The state offers grants and technical help to accomplish this. Further, the Ordinance Review Committee needs to investigate the conflicts between our ordinances and Chapter 187: Maine Planning and Land Use Regulation and propose changes to the townspeople and Select Board.

Respectfully,
John Tibbetts

Appendix: Differences Between Condominiums, PUDs and Subdivisions

- Condominium owners only own the interior of their units, they are taxed proportionally on ownership by the municipality. They do not own the exterior or the land they live on. A property manager or association owns the common areas and are responsible for upkeep, property insurance and taxes.
- PUD owners however, own the land that their residence is on and jointly own all the common areas of the complex. They can only purchase a unit that the developer is permitted to build. They are members of an HOA and pay a fee to cover the maintenance of the common areas only. They are responsible for the upkeep, insurance and taxes of their own dwellings and yards, as well as a portion of taxes on common areas.
- Subdivision owners also own their own property. Sometimes they can select from a variety of styles and sizes of the dwelling to be built. They may or may not have a mandatory HOA or road association. They are responsible for their own upkeep, insurance and property taxes.

← Blog

PUD vs Condo - Differences & Insurance

December 3, 2020 7 min read



PUD vs. Condo

The primary **difference between a Planned Unit Development (PUD) and a condo** is the extent of the **resident's real estate ownership interest**. As a **PUD owner**, you **own your unit and the land under your PUD unit**. With a **condo**, you only own your **home's interior**. Both have an **ownership stake in the HOA land, properties, and amenities**.

Those are the primary factors when considering PUD vs. condo insurance.

There are also differences in zoning. A **PUD must touch the ground**, whereas a **condo can be in the sky or on the ground**. Therefore, each has unique zoning distinctions. Your **PUD is zoned with your lot number and its square footage**. A **condo's zoning has no lot number**, or it will have a **lot number of the entire shared complex**.

Zoning is vital to appraisers and lenders. That is because PUDs typically have lower interest rates, are eligible for VA and FHA loans, and PUD vs. condo appraisal forms are different.

What is a PUD?

What is a PUD home? **PUD** is an acronym for **Planned Unit Development**. It includes **ownership of a home and lot** and **partial ownership of common areas** managed by a homeowners association (HOA) or invested parties. The terms PUD and townhome are often used interchangeably. But, technically, a **townhome is a style of home**, and **PUD is the zoning designation**.

Unit owners in a PUD **pay an HOA fee** to cover the **maintenance of common areas**. Common areas include **playgrounds, tennis courts, swimming pools, clubhouses, and even golf courses**. Besides maintenance duties, the HOA also issues rules regarding upkeep standards, **pet ownership**, and the use of community resources.

A PUD property is like condos, single-family homes, or **townhomes** that share one wall. On paper, they may appear to be a condo, but they are different. If you own a PUD, your **ownership interest includes**:

- Your **home's interior**
- The **land under your unit** (including front and back yards)
- **Community amenities**

What is a Condo?

A **condo** is a building or complex made of **individually-owned units** overseen by property managers. It is like an apartment you own instead of paying rent to a **landlord**. You may **pay a mortgage** or own it outright.

Condos may be in a **high rise** or any other **multi-family building** layout. The units and amenities together make up a condo community.

Your **only ownership interest in a condo** is the **interior**. You **don't own** the **land** your unit sits on. You also have **percent ownership** of the **HOA's real estate (common areas including buildings, land, and amenities)**.

The property management company or condo association manages the common spaces and exterior of your unit. You **pay fees to an HOA** that manages green spaces, laundry rooms, **sewer, water**, and garbage.

PUD vs. Condo Insurance

Since your ownership interest varies between PUDs and condos, that affects the insurance policy you require. With either type of unit, you at least need insurance that covers the **personal property** within your walls. If you live in a **planned-unit-development**, you might also **need insurance** to protect your **land** and **your other buildings**, e.g., a gazebo.

Recommended Insurance Coverage for PUD and Condo Owners

A typical homeowners policy covers land, structures, and improvements. For **condos** and **PUDs**, insurance policies are different in that they only apply to the **inside of your home**. So, damage to walls, floors, ceilings, and your **personal belongings** (including appliances) need to be insured.

Condo policies cover **personal property**, including clothes, furniture, and **appliances** you have installed and own. It also covers **liability insurance**. Liability insurance protects you from **personal injury** that you **inflict on other people** and their **property damage**.

A **master insurance policy** covers **outside elements** like plumbing, wiring, roofs, and exterior walls. Your **HOA community maintains this policy**, and you pay towards it with HOA monthly fees.

Most **dwelling insurance policies** cover **16 named perils**. They include:

1. **Fire** or lightning
2. **Theft**
3. **Windstorm or hail**
4. **Falling objects**
5. **Explosions**
6. **Weight of ice, snow, or sleet**
7. **Accidental discharge or water overflow** (from inside the home)
8. **Aircraft crashes**
9. **Sudden and unexpected damage to water heater or HVAC**
10. **Vehicle crashes** (into the property)

14. Vandalism and other malicious mischiefs

15. Volcanic eruption

16. Civil commotion and riot(s)

Policies also include exclusions or uncovered perils. Unless you secure the appropriate **Condo or PUD rider**, the following are not covered:

- Earthquakes
- Flooding and water damage (from outside the home, e.g., sewer and drain backup or surface water seeping into your basement)
- Shoddy home maintenance, including pests and mold
- The demolition of your home or outbuildings when required by law or ordinance.
- **Mold**

If you live somewhere with earthquake or flooding risks, ask your insurance agent about covering those damages. Otherwise, you may experience a nasty surprise!

Finally, it is good to know the difference between replacement cost value (RCV) and actual cash value (ACV) calculation methods. **RCV** refers to the **cost of replacing items**. If you have RCV, your insurance company restores your property to its original condition -- no matter the real cost of replacement.

However, if your insurance limits you to **ACV**, you only receive the property's value at the time of loss. It uses **today's retail replacement cost minus depreciation**. Since this assessment considers depreciation, you receive garage sale value for your property. ACV payments are frequently not enough to replace lost items or restore your property.

Your insurance policy's declarations page will list whether you have **RCV or ACV**. You will need to choose RCV for your policy if that is what you want.

You can increase your chances of a successful RCV claim if you **document your possessions** accurately during a **home inventory**.



If you live in a PUD, the HOA or investment group holds a master insurance policy. The **master policy covers** losses sustained by the community's **shared spaces**. That planned unit development insurance policy insures amenities, community buildings, supplies, a laundry room, or any common area. If hazards hit your PUD, that policy will cover damage sustained to its community resources.

However, **your PUD insurance policy** must cover **your unit and lot**. Coverage for "other structures" depends on your situation. If the HOA builds and maintains fences, for example, they fall under the master insurance policy. But if you added a fence to your land, you need to add it to your coverage. The same is true of anything you add to your lot, including playground equipment and storage sheds.

PUD insurance coverages include **damage, theft, or natural disaster damages** sustained by your **home, property**, and any **land** you own. Even though you technically have an ownership interest in the amenities, your policy does not need to cover them. The **master insurance policy** held by the investment group or HOA **covers common spaces**.

Be sure to get a copy of the HOA's master policy declarations page. It will help you understand what coverage your common spaces have and the deductibles.

Insurance Coverage for Condos

Also called HO-6 insurance, condo insurance covers the **inside of your home**. **HO6** refers to the **form** used to apply for condo insurance. As a condo owner, since you do not own land, **land does not need to be covered**.

The condo association also carries a master insurance policy that will cover your condo's **common areas** and community **amenities**. Your condo association dues pay toward the premium of the master insurance policy. You do not need to include community spaces in your condo insurance policy.

Primary Differences Between PUD and Condo Insurance

Whether you own a condo or POA, you need a personal homeowners policy. With **condos**, you **only need to cover** your home's **interior**. But **PUDs** may also require **coverage for your land and other structures** on your land. **Both include a master insurance plan** so the property management company, HOA, or investment group can insure damages for community spaces.

So, if you are buying into a community with shared amenities, do your research. Be sure to confirm whether your home is in a condo community or a planned unit development. Once you confirm that, you can make an informed decision when finalizing your homeowners insurance.

Which One Do You Need?

There are many options for community arrangements when it comes to buying a home. Condo and PUD insurance is different from standard homeowners insurance policies. Therefore, you must **know your property ownership arrangement before you research insurance options**. Once you confirm whether you live in a PUD or condo, click below to secure a PUD or condo insurance quote.

Hope that helps!

[Get a PUD or Condo Insurance Quote](#)

At your service,
Young Alfred

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------------	--------

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**Kevin Davis Insurance Services:
Community Association Specialists**

Find out how we can help you. 

Insurance Programs for the Planned Unit Development (PUD) Market

Posted on August 3, 2017 (<https://www.kdisonline.com/insurance-programs-for-the-planned-unit-development-pud-market/>) by Kevin Davis Insurance Services (<https://www.kdisonline.com/author/nmsdata/>)

Today, many are taking the opportunity to live in a planned unit development (PUD) in order to save money. Where PUDs differ from condominiums (<https://www.kdisonline.com/condo-association-wholesale-insurance-programs/>) is that condo owners do not own the land they live on and leave repairs and insurance to their property managers. In PUDs, however, residents own the land that their residence is on, and all common areas are jointly owned by residents of the complex. PUD owners are members of a homeowner's association and pay a HOA fee to cover maintenance of common areas, but they are responsible for their own dwelling. So while PUD residents do take care of some of their own needs, property managers of planned unit developments still have liabilities that they need to address in their insurance plans in order to protect themselves and their residents and take care of all common areas and amenities. In addition to the coverages listed below, Kevin Davis Insurance Services also offers Errors & Omissions coverage to



independents working on behalf of the association.

Directors & Officers Liability Insurance

For a community association, Directors & Officers insurance is one of the most important types of coverage to have. Our D&O policy will protect PUD associations from a wide range of management liability concerns stemming from claims of wrongful acts. Our policy protects directors as well as employees, volunteers, and committee members of the association, provides monetary and non-monetary coverage, covers lawsuits, and will extend this coverage to outside workers when they are acting as association members. As the most common suits

(<http://www.usicondo.com/pdfs/Common%20Lawsuits%20against%20Community%20Associations%20October%202013.pdf>) against community associations stem from residents feeling that management has not done its job properly, this coverage will be imperative in protecting the association.

Crime Insurance

Though many community associations feel that they would not be a target for crime, unfortunately that is not the case. Whether it is crime committed by employees or crimes committed within the property, Kevin Davis Insurance Services has the Crime coverage to ensure that the association will be covered in the event of loss of money, securities, and other property. The policy covers employee dishonesty, forgery, theft within the premises, computer fraud, and more. This coverage will ensure that one act of theft will not cause the association to cease operations, thus keeping the residents safe and happy.

Commercial Umbrella Liability Insurance

PUD residents may insure their own property, but the common areas and amenities are still the association's responsibility, and you never know when a catastrophe could strike. Our Umbrella policy will raise the coverage limit on an association's existing liability insurance policy to provide additional coverage in the event of catastrophic loss. This will allow the association to more easily bounce back after a heavy disaster, and the association will be able to more easily help the development and its residents go back to normal. This policy will take the individual association's

Cyber Liability Insurance

An association may not seem like the ideal target for a hacker, but in fact it can be quite appealing: community associations keep a variety of personal information such as Social Security numbers, credit card information, bank account and routing numbers, and email addresses. Adding on the fact that many associations likely do not have the same cybersecurity measures in place as large corporations, and a PUD association could easily find itself being breached. Our Cyber Liability policy covers a variety of types of cyber theft, and will help an association to quickly recover from a breach through covering credit monitoring, notification, regulatory fines, defense for legal claims, crisis management and public relations, and cyber extortion. These measures will help a PUD association to quickly shut down a breach and keep its residents feeling safe and secure.

About Kevin Davis Insurance Services

For over 35 years, Kevin Davis Insurance Services has built an impressive reputation as a strong wholesale broker offering insurance products for the community association industry. Our President Kevin Davis and his team take pride in offering committed services to the community association market and providing them with unparalleled access to high-quality coverage, competitive premiums, superior markets, and detailed customer service. To learn more about the coverage we offer, contact us toll-free at (877) 807-8708 to speak with one of our representatives.

☰ [Uncategorized \(https://www.kdisonline.com/category/uncategorized/\)](https://www.kdisonline.com/category/uncategorized/) & [permalink \(https://www.kdisonline.com/insurance-programs-for-the-planned-unit-development-pud-market/\)](https://www.kdisonline.com/insurance-programs-for-the-planned-unit-development-pud-market/).

← [Wholesale Insurance Programs for Timeshares \(https://www.kdisonline.com/wholesale-insurance-programs-for-timeshares/\)](https://www.kdisonline.com/wholesale-insurance-programs-for-timeshares/)
The Importance of Cyber Liability Insurance for Homeowners' Associations → [\(https://www.kdisonline.com/the-importance-of-cyber-liability-insurance-for-homeowners-associations/\)](https://www.kdisonline.com/the-importance-of-cyber-liability-insurance-for-homeowners-associations/)

Recent Posts

- ▶ [HOA/Condo Insurance Trends Webinar \(https://www.kdisonline.com/hoa-condo-insurance-trends-webinar/\)](https://www.kdisonline.com/hoa-condo-insurance-trends-webinar/)

- ▶ [Safety Tips for Every Condo Association \(https://www.kdisonline.com/safety-tips-for-every-condo-association/\)](https://www.kdisonline.com/safety-tips-for-every-condo-association/)

- ▶ [How Can HOAs Encourage Involvement? \(https://www.kdisonline.com/how-can-hoas-encourage-involvement/\)](https://www.kdisonline.com/how-can-hoas-encourage-involvement/)

- ▶ [Making a Case for Hiring an HOA Manager in 2022 \(https://www.kdisonline.com/making-a-case-for-hiring-an-hoa-manager-in-2022/\)](https://www.kdisonline.com/making-a-case-for-hiring-an-hoa-manager-in-2022/)

- ▶ [Webinar: \\$1 Million D & O Claims are on the Rise \(https://www.kdisonline.com/webinar-1-million-d-o-claims-are-on-the-rise/\)](https://www.kdisonline.com/webinar-1-million-d-o-claims-are-on-the-rise/)

Archives

- ▶ [March 2022 \(https://www.kdisonline.com/2022/03/\)](https://www.kdisonline.com/2022/03/)

- ▶ [February 2022 \(https://www.kdisonline.com/2022/02/\)](https://www.kdisonline.com/2022/02/)

- ▶ [January 2022 \(https://www.kdisonline.com/2022/01/\)](https://www.kdisonline.com/2022/01/)

Cousens School

382 Goodwin's Mills Rd, Lyman, ME 04002



Listing ID:	30727471
Status:	Active
Property Type:	Office For Sale
Office Type:	Office Building
Gross Land Area:	1.50 Acres
Sale Price:	\$525,000
Unit Price:	\$50.95 PSF
Sale Terms:	Cash to Seller, Owner Financing
Nearest MSA:	Portland-South Portland
County:	York
Tax ID/APN:	1422
Zoning:	RESIDENTIAL
Property Use Type:	Investment, Vacant/Owner-User
Class of Space:	Class C
Building/Unit Size (RSF):	10,304 SF
Property Visibility:	Excellent
Construction/Siding:	Brick



Overview/Comments

Rare opportunity to acquire the former Cousens elementary school at 382 Goodwin's Mills Road in Lyman, at well below its replacement cost. The 10,304 +/- square foot brick building was built in 1937, with an addition on slab constructed in 1965.

The building and grounds set up well for a business contractor which is a permitted use. Business office is also a permitted use in addition to residential. We have a conceptual plan for a small residential development behind the school (see separate listing).

A Brownsfield grant removed hazardous materials (lead, asbestos, PCB), replaced the roof and windows and painted the interior as part of the Maine DEP VRAP. Extensive plans, including full as-built plans, are available.

Additional land behind and beside the building is available.

It's challenging to find a large brick building with new windows and roof along with expansive rooms, high ceilings, onsite storage and substantial parking in this central York County location within a few minutes of I95. Relocate your business here!



More Information Online

<https://www.newenglandcommercialproperty.com/listing/3072747>

QR Code

Scan this image with your mobile device:



Property Contacts



Michael Rogers

Bean Group

207-318-9984 [M]

207-318-9984 [O]

michael@realtyadvisers.us

Cousens School

Catylist ID: #30727471

382 Goodwin's Mills Rd, Lyman, ME 04002

OFFICE FOR SALE

Also listed as Special Purpose, Industrial

Catylist Listing ID:	30727471
Property Subtypes:	Office Building, Other
Building Size (RSF):	10,304 SF
Gross Building Area:	See Agent
Gross Land Area:	1.50 Acres
Sale Price:	\$525,000
Unit Price:	\$50.95 PSF
Property Use Type:	Investment, Vacant/Owner-User
Building Name:	Cousens School
Class of Space:	Class C
Sale Terms:	Cash to Seller, Owner Financing
Cap Rate:	Undisclosed
Last Updated:	1/17/2022



Overview / Comments

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Additional Details

Nearest MSA: Portland-South Portland

County: York

Tax ID/APN: 1422

Zoning: RESIDENTIAL

Property Visibility: Excellent

Roof Type: Hip

Construction/Siding: Brick

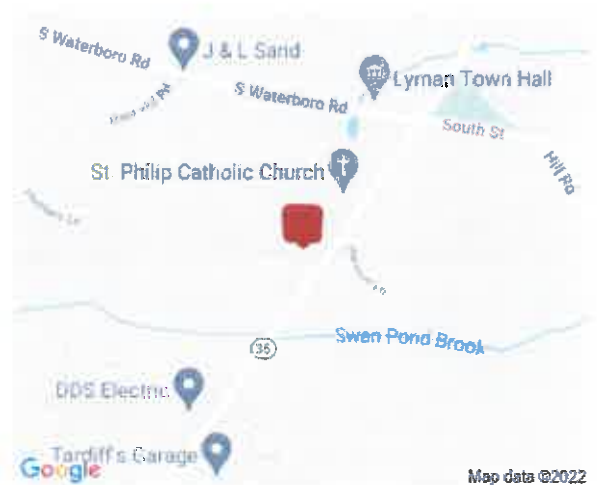
Part of Planned Development?: Yes

Lot Frontage: 799

Water Service: Well

Sewer Type: Septic

Map



Demographic Statistics

Proximity:	3 miles	5 miles
Total Population:	1,808	14,415
Median Age:	40.68	42.19
Households:	660	5,417

Contact



**Michael
Rogers**

Bean Group

★ NECPE
Member



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Cousens School

382 Goodwin's Mills Rd, Lyman, ME 04002



Listing ID: 30727471
 Status: Active
 Property Type: Office For Sale
 (also listed as Special Purpose, Industrial)
 Office Type: Office Building
 Size: 10,304 SF
 Sale Price: \$525,000
 Unit Price: \$50.95 PSF
 Sale Terms: Cash to Seller, Owner Financing



Overview/Comments

Rare opportunity to acquire the former Cousens elementary school at 382 Goodwin's Mills Road in Lyman, at well below its replacement cost. The 10,304 +/- square foot brick building was built in 1937, with an addition on slab constructed in 1965.

The building and grounds set up well for a business contractor which is a permitted use. Business office is also a permitted use in addition to residential. We have a conceptual plan for a small residential development behind the school (see separate listing).

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More Information Online

<https://www.newenglandcommercialproperty.com/listing/3072747>



QR Code

Scan this image with your mobile device:

General Information

Tax ID/APN:	1422	Class of Space:	Class C
Office Type:	Office Building, Other	Building/Unit Size (RSF):	10,304 SF
Zoning:	RESIDENTIAL	Land Area:	1.50 Acres
Property Use Type:	Investment, Vacant/Owner-User	Sale Terms:	Cash to Seller, Owner Financing
Building Name:	Cousens School		

Area & Location

Property Visibility: Excellent

Building Related

Roof Type:	Hip	Passenger Elevators:	0
Construction/Siding:	Brick	Freight Elevators:	0

Land Related

Part of Planned Development?:	Yes	Water Service:	Well
Lot Frontage:	799	Sewer Type:	Septic

Location

Address: 382 Goodwin's Mills Rd, Lyman, ME 04002
 County: York
 MSA: Portland-South Portland



Property Images



June 19



Windows replaced



May 28



1965 addition on slab



1965 addition



Right rear corner



Windows replaced



Building expansion potential



Building expansion potential



Building expansion potential



Expansive classroom



Myriad potential uses



Myriad potential uses



Myriad potential uses



Myriad potential uses



Myriad potential uses



Myriad potential uses



Myriad potential uses



Front hall



Front hall



Ground floor storage/production



Set back from street



Ground floor storage/production



One of two entrances



Expansive development area



Rear area



Left front corner



Rear area



Rear area



Shaker Valley Little League



Shaker Valley Little League



Shaker Valley Little League



Shaker Valley Little League

Property Contacts



Michael Rogers

Bean Group

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207-318-9984 [O]

michael@realityadvisers.us

Cousens School

Photos (53)

Close



Land For Sale



Land For Sale



Land For Sale



Land For Sale



Land For Sale



Land For Sale



19AADT: 2,380

11 South Waterborn Rd

St. Philip Parish

514.24

382

Goodwins Mills Rd

Preserve
halffield

Goodwins School
built 1937

799.7

Maintain green space

19AADT: 5,270

2010 Google

35

Goodwins Mills Rd

Boundaries and areas are approximate and for modeling purposes only. Seller and purchaser will agree on land area included in sale.



← Back

↗ Share

Cousens School

382 Goodwin's Mills Rd, Lyman, ME 04002

Empty

19 photos

Land For Sale

11.60 Acres

\$425,000

Listing Details

List Price **\$425,000**

Listing Price Per SF **\$0.84**

List Price Per Acre **\$36,638**

List Date **8/14/2021**

Listing ID **27897152**

Contact



Michael Rogers

The Maine Rea...



Contact Agent

Residential Development Behind Cousens School

Residential development opportunity to purchase 11.6 +/- acres behind the former Cousens School in Lyman. Given

a dearth of new housing in Lyman, a plan of single-family homes or duplexes, both permitted uses, would be appealing. Attached is a conceptual plan of 18 single-story two-bedroom duplexes.

A contract zone agreement in this residential district to augment the housing units with amenities including trails, dog park, pickle ball, basketball court and preserving the Shaker Valley Alfred Lyman Little League ballfield, would enhance the livability and attractiveness of the site and town too.

A ROW would provide access from Goodwin's Mills Road.

Cousens School and its 1.5 +/- acres are available to purchase separately or combined with highest and best uses likely professional office, general business and residential.

[Get Directions](#)

Space Details

Total Available	11.6 Acres
Primary Use	Land

[Contact Agent](#)

Attachments

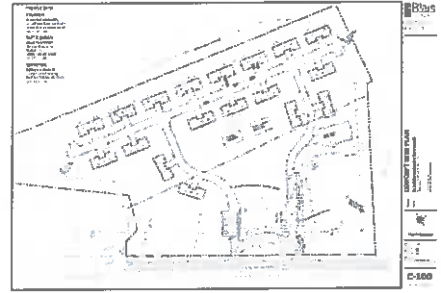


[Listing - Duplex Area Prospectus Jan 2 2022](#)

Property Highlights

Type	Land
Size	11.6 Acres
Zoning	RESIDENTIAL

[View All Details](#)



[Listing - 211216, 36 Unit Duplex Concept](#)



[Listing - Cousens School Survey](#)



Source: NECPE
[More Information](#)

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