



TOWN GRAY
STAFF REVIEW COMMITTEE – ONLINE MEETING**
AGENDA • JANUARY 14, 2021

**Planning Board
Staff Review
Committee**

**Henry Pennell Municipal Complex
24 Main Street
Gray, ME 04039**

6:00 PM

I. Meeting Commences

II. Public Hearing

Main Street Change of Use

A request by Kings Pines LLC for an Amendment to Site Plan for a Change of Use from office space to personal services in a portion of the existing structure, currently owned by Cathleen Manchester, located at 19 Main Street as shown on Tax Map 035-402-055 in a Village Center Proper Zoning District.

III. Adjournment

** The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*

***Due to the Covid-19 pandemic, this meeting will be held online*



**PLANNING BOARD/STAFF REVIEW COMMITTEE APPLICATION
TOWN OF GRAY MAINE**

PROPERTY TO BE DEVELOPED

Property Location/Address	19 Main Street	Property Map/Lot	035 .402 .055 .
Zoning District	VCP	Lot Acreage	.35
Owner Name	Cathleen Manchester	Tax Sheet	35
Owner Address		Owner Phone	

APPLICANT

Name (IF different than owner)	Kings Pines LLC	Contact Phone Number	207-831-1030
Mailing Address	PO Box 235	Alternate Phone Number	
Mailing City/State/Zip	Cumberland, ME 04021	Fax Number	
Email Address	Will@loonislanproperties.com		

AGENT/CONSULTANT

Name	William Boyle	Contact Phone Number	207-831-1030
Mailing Address		Alternate Phone Number	
Mailing City/State/Zip		Fax Number	
Email Address			

PROJECT

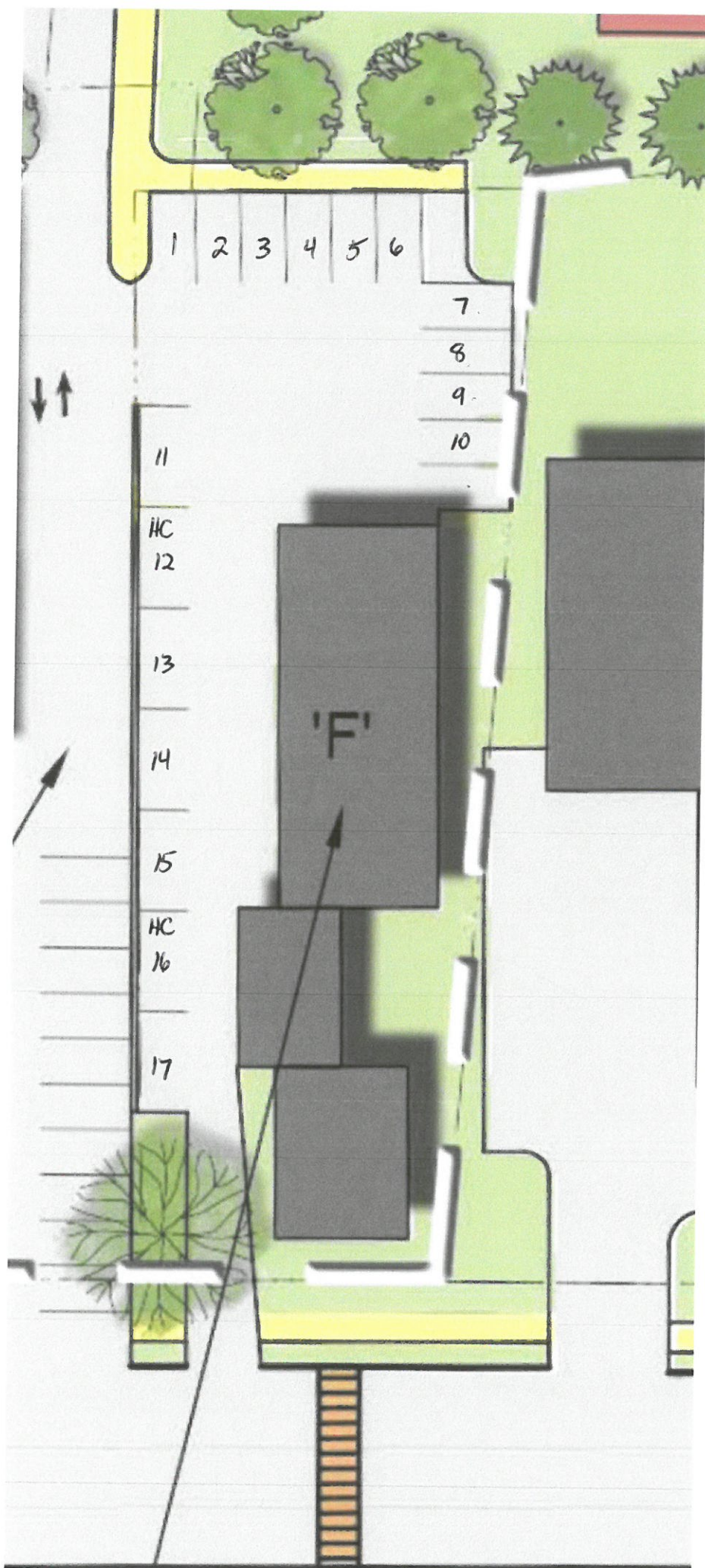
The undersigned requests that the Town of Gray Planning Board consider the following application for:

<input type="checkbox"/> Subdivision Sketch Plan Review Preliminary Plan Review (Major) Final Plan Review (Major) Minor <input checked="" type="checkbox"/> Site Plan Review Pre-Application Conference <input checked="" type="checkbox"/> Minor <input checked="" type="checkbox"/> Major <input type="checkbox"/> Shoreland Zoning Permit	<input type="checkbox"/> Other (specify) Conditional Use Amendment Extension Workshop Contract Zone Request
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Project Description / Comments:
 Staff Review Committee - Conversion of one legally existing non-residential use to another non-residential use. (1600 sf +/-).

 Signed copy on file.

Applicant Signature	Date
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19 Main St
Proposed Parking
Striping.

Parties To This Lease are:

OWNER

Cathleen Manchester
65 Spring Valley Rd
Raymond, Maine 04071

TENANT

William Boyle
DBA Kings Pine

1. LOCATION

This residence consists of a 3 bedroom house and a 2 unit commercial building , designated as 19 Main Street, Gray, Maine.

2.LENGTH OF LEASE

A. INITIAL RENTAL PERIOD. The landlord will rent this residence to the tenant for 12 months. This term shall begin on the 1st day of November 2020 and shall end on the last day of October 2021.

B. EXTENDED STAY. If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed a new lease with the landlord, then this tenancy becomes a "tenancy at will" and the tenant will rent from month to month. All the terms of this lease will remain in effect, except for the terms which are in conflict with state law regarding tenancy at will.

3. RENT PAYMENTS

A. RENT AMOUNT. The rent for this property shall be [REDACTED] dollars per month from November 1 to January 31 2021. As of February 1 2021 the rent shall be [REDACTED]/month. The rent is due on the 1st of each month.

B. PAYING THE RENT

The rent should be paid in person or by mail to Cathy Manchester at 65 Spring Valley Rd, Raymond Maine 04071. The landlord will assess a penalty of up to 4% of the monthly rent once payment is 15 days or more late.

c. APPLICATION OF PAYMENT. Payment received will always be applied to the oldest charges whatever they may be including, but not limited to, security deposit balance, previous unpaid rent or late fees. The remainder of the payment, if any, will be applied to the next most current charges due. This allocation by landlord is controlling and takes priority over any other designation that a tenant may have indicated by writing on the check or money order tendered.

D. OPTION TO TERMINATE

Provided the tenant is not in default hereunder, tenant may terminate this lease upon the first day of any month by giving written notice to the landlord at least (30) thirty days prior to such termination and by paying with such notice a sum equal to the monthly rent then due PLUS two (2) month's rent as liquidated

damages for loss of rent. All rights of the landlord which shall have accrued prior to such termination including all rights relating to the condition of the leased premises shall survive such termination.

E. BREACH/TERMINATION

If the tenant fails to pay rent when due or fails to perform any of his/her obligations under this lease, then the landlord may terminate this lease and the tenant's remaining rights under this lease will be forfeited by providing to the tenant notification as follows:

(a) In the case of late rent notice shall be given no sooner than seven (7) days after the day the rent is due and contain a provision whereby the tenant may avoid termination by making payment in full, by bank or certified check, of all sums due within a period of seven (7) days of receipt of such notice.

(b) Notice for termination for failure of the tenant to comply with other provisions of this lease, except for violation of those provisions for which shorter notice can be given under Maine Law shall be effective thirty (30) days after receipt and may contain a provision whereby the tenant may avoid termination if compliance is made within ten (10) days of its receipt.

(c) In addition to any other rights or remedies he may have for a breach, the landlord shall have the immediate right to re-enter the premises, to remove all persons and property therefrom, to store all such property at the cost of the tenant, all without service, notice or resort to legal process, and without being deemed guilty of trespass or liable for loss or damage occasioned thereby. No such re-entry shall be construed as a termination of this lease unless a written notice of such intention is given to tenant or unless so declared by a court of competent jurisdiction. All right of landlord which have accrued prior to such termination, including rights relating to the condition of the leased premises, shall survive such termination. In the event the lease is terminated, tenant is not relieved of his obligations including, without limitation, the responsibility for rentals due for the remainder of the lease term.

4. SECURITY DEPOSIT

A. AMOUNT OF SECURITY DEPOSIT. The tenant will pay the landlord 0 as a security deposit.

5. SERVICES PROVIDED BY THE LANDLORD

Utilities and services shall be paid by the parties as follows:

Landlord: taxes only

Tenant:

- (A) Telephone
- (B) Cable
- (C) Heat
- (D) Hot Water
- (E) Electricity (acct # 3501-2511-743 front office) 3501-2511-594 back office) house currently paid by tenants
- (F) All maintenance and repairs
- (G) septic
- (H) Public water (acct 11010190-001)
- (I) snow removal, trash removal and lawn service

B. DAMAGE. The tenant agrees not to damage the property, the grounds or the outbuildings or interfere with the neighbors' rights to live in peace and quiet. Damage shall be repaired by the tenant at the tenant's expense. Upon the tenant's failure to make such repairs the landlord, after reasonable written notice to the tenant, may make the repairs and the tenant shall be responsible to the landlord for their reasonable cost.

C. ALTERATIONS. No alteration, addition or improvement to the residence shall be made by the tenant without the prior written consent of the landlord.

C. Trash must be removed weekly.

D. MAINTENANCE. The tenant shall immediately report all maintenance issues to the landlord.

E. TENANT'S PROPERTY. Tenant understands and agrees that it is his own obligation to insure personal property, and that landlord is not liable for damage to or loss of property of any kind which may be lost or stolen, damaged, or destroyed by any condition of whatever nature which may be on the leased premises or in any storage space in the building. Any personal property not removed by the tenant as of the date of the termination of this lease or any removal or extension of it, will be deemed abandon and will be subject to treatment as such under 14 M.R.S.A. section 6013 et seq. Tenant agrees to indemnify and hold the landlord harmless from any loss, or damage arising from any nuisance made or permitted on the leased premise by the tenant or his family, friends, relatives, visitors, agents, or employees or from any carelessness, neglect, or improper conduct of any such persons. Tenant shall not permit any pets or animals on the leased premises without first obtaining the landlord's written consent.

F. CLEANLINESS. The tenant agrees to keep the premises clean and in good repair. No items shall be stored in the common area without expressed permission.

6. LANDLORD RESIDENTIAL RESPONSIBILITIES

A. LEGAL USE OF THE RESIDENCE. The landlord agrees not to interfere with the tenant's legal use of the residence.

7. LANDLORD ENTRY INTO THE RESIDENCE

Except for emergencies, the landlord may enter the residence only during reasonable hours and after obtaining the tenant's consent. The tenant may not unreasonably withhold consent to the landlord to enter the residence.

8. DISTURBING THE PEACE

The tenant agrees not to cause or allow on the premises or in the common areas any excessive nuisance, noise or other activity which disturbs the peace of and quiet of the neighbors or violates state law or local ordinance.

9. ABANDONED PROPERTY

The landlord shall dispose of all abandoned property in compliance with the provisions of the Maine abandoned property laws.

10. SUBLEASING

The tenant may sublet the premises

11. CONDITION OF THE RESIDENCE AT THE TIME THE LEASE IS SIGNED

Prior to the date the tenants move into the residence the landlord and the tenant shall inspect the residence together and note any findings:

12. INDEMNIFICATION. Owner and Owner's agents shall not be liable for any damage or injury to the tenant, or any other person, or to any property occurring on the premises, or any part thereof, and the tenant agrees to hold the owner and owner's agent harmless for any claims from damage, no matter how caused.

13. WAIVER.

The waiver by landlord of any breach of any provision of this lease shall not be deemed to be a waiver of that provision on any subsequent breach of the same, or any other provision of this lease. The acceptance of rent by landlord after any breach other than the failure of tenant to pay the particular rent so accepted shall not be deemed a waiver of the preceding breach.

14. SEVERABILITY.

Should any portion of a provision of lease be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining provisions herein.

15. WAIVER OF RIGHTS TO JURY TRIAL

Each party of this lease agrees, in consideration of the signing of this agreement that each hereby for him, her or itself waives all rights to jury trial on appeal of any issue concerning this lease, its termination or rights of the parties thereunder except for questions of title.

16. WHEN THE TENANCY ENDS

When the tenancy ends, the tenant agrees to return the residence in the same condition as it was at the start of the lease, except for normal wear and tear and except for those inspected items which have been previously noted in this lease. The tenant must pay for any damage done to the residence by the tenant, tenant's family or invitee. The tenant must return the keys to the residence or else the tenant can be considered a "hold-over" tenant and be still obligated to pay monthly rent.

17. CONFLICT WITH STATE LAW

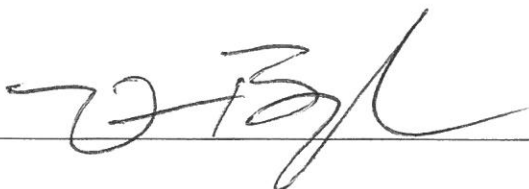
If any provision of this lease conflicts with state law, the state law shall take precedence.

18. SIGNATURES

The landlord and the tenant have each received an identical copy of this lease. Each copy has been signed and dated by both the landlord and the tenant.

Date: 10/28/20

tenant



tenant

landlord





P.O. Box 788
Waterville, Maine 04903-0788

999 Forest Avenue
Portland, Maine 04103

AIR RADON ANALYSIS

Report Date: November 17, 2014

19 Main St

Administrative Offices
Phone : 207-873-7711
Fax : 207-873-7022

Customer Service
Phone : 207-878-6481
Fax : 207-878-2265

CLIENT

Cathy Manchester
19 Main St
Gray ME 04039

COMPLEX OWNER

19 Main St
Gray ME 04039

SAMPLE ID	Building	UNIT	TEST AREA	Temp (F)	RADON IN AIR (pCi/L)
RA10005			1ST FL :Office	70 Degrees	Detector A: 3.6 Detector B: 3.7
	Test Start Date/Time:	11/7/2014 4:00:00 PM	Test End Date/Time:	11/11/2014 10:00:00 AM	

It should be noted that if the temperature was not provided on the information sheet, a temperature of 70F will be assumed.

The results of your air radon screening test are listed above.

Radon measurements with a reading of 4pCi/L or more are at the EPA action level. The EPA recommends follow up measurements and fixing a home of 4pCi/L or higher. The State of Maine considers levels of 2pCi/L or lower desirable, but does not necessarily recommend action unless over 4pCi/L.

Should you have any questions concerning your radon test result(s), please feel free to call us. Thank you for using Northeast Laboratory testing services. Contact NEL for your other environmental analytical needs, including water testing for lead and arsenic or indoor air quality.

Authorized by: **Bill Sargent, Radon Laboratory Manager** Date: **11/17/2014**

Note: NEL meets EPA requirements for radon testing. The State of Maine Radon Registration Act (22 MRS sec. 771 et seq.) requires this laboratory to report the test results and zip codes of structures tested, and the street address in cases of very high radon levels. Information on indoor radon, and any questions, comments, or complaints concerning radon services should be directed to the State of Maine Radiation Control Program, State House #10, Augusta, ME 04333-0010, 287-5676 or 1-800-232-0842. ME REG# SPC3.

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207)289-3826

PROPERTY ADDRESS	
Town Or Plantation	GRAY 62-55
Street or Division Lot #	19 MAIN STREET
PROPERTY OWNERS NAME	
CREATIVE REALTY, INC. 42-55	
Last:	First:
Applicant Name:	
Mailing Address of Owner/Applicant (If Different)	19 MAIN STREET GRAY, MAINE

Caution: Permit Required

GRAY PERMIT # 1,189 TOWN COPY

Date Permit Issued: 5/26/89 \$ 49 If Double Fee Charged

[Signature]
Local Plumbing Inspector Signature L.P.I. # 015018

Owner/Applicant Statement
I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.

[Signature]
Signature of Owner/Applicant Date 5/26/89

Caution: Inspection Required

[Signature]
Local Plumbing Inspector Signature Date Approved 6/21/89

PERMIT INFORMATION		
<p>THIS APPLICATION IS FOR:</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> NEW SYSTEM <input type="checkbox"/> REPLACEMENT SYSTEM <input type="checkbox"/> EXPANDED SYSTEM <input type="checkbox"/> EXPERIMENTAL SYSTEM <p>SEASONAL CONVERSION to be completed by the LPI</p> <ol style="list-style-type: none"> <input type="checkbox"/> SYSTEM COMPLIES WITH RULES <input type="checkbox"/> CONNECTED TO SANITARY SEWER <input type="checkbox"/> SYSTEM INSTALLED - P# _____ <input type="checkbox"/> SYSTEM DESIGN RECORDED AND ATTACHED <p>IF REPLACEMENT SYSTEM: YEAR FAILING SYSTEM INSTALLED _____ THE FAILING SYSTEM IS:</p> <ol style="list-style-type: none"> <input type="checkbox"/> BED <input type="checkbox"/> CHAMBER <input type="checkbox"/> TRENCH <input type="checkbox"/> OTHER: _____ <p>SIZE OF PROPERTY: <u>15,000 ± SF</u> ZONING: _____</p>	<p>THIS APPLICATION REQUIRES:</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> NO RULE VARIANCE <input type="checkbox"/> NEW SYSTEM VARIANCE Attach New System Variance Form <input type="checkbox"/> REPLACEMENT SYSTEM VARIANCE Attach Replacement System Variance Form <ol style="list-style-type: none"> <input type="checkbox"/> Requiring Local Plumbing Inspector Approval <input type="checkbox"/> Requires State and Local Plumbing Inspector Approval <input type="checkbox"/> MINIMUM LOT SIZE VARIANCE <p>DISPOSAL SYSTEM TO SERVE:</p> <ol style="list-style-type: none"> <input type="checkbox"/> SINGLE FAMILY DWELLING <input type="checkbox"/> MODULAR OR MOBILE HOME <input type="checkbox"/> MULTIPLE FAMILY DWELLING <input checked="" type="checkbox"/> OTHER <u>OFFICE BUILDING</u> SPECIFY _____ 	<p>INSTALLATION IS:</p> <p>COMPLETE SYSTEM</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> NON-ENGINEERED SYSTEM <input type="checkbox"/> PRIMITIVE SYSTEM (Includes Alternative Toilet) <input type="checkbox"/> ENGINEERED (+ 2000 gpd) <p>INDIVIDUALLY INSTALLED COMPONENTS:</p> <ol style="list-style-type: none"> <input type="checkbox"/> TREATMENT TANK (ONLY) <input type="checkbox"/> HOLDING TANK _____ GAL <input type="checkbox"/> ALTERNATIVE TOILET (ONLY) <input type="checkbox"/> NON-ENGINEERED DISPOSAL AREA (ONLY) <input type="checkbox"/> ENGINEERED DISPOSAL AREA (ONLY) <input type="checkbox"/> SEPARATED LAUNDRY SYSTEM <p>TYPE OF WATER SUPPLY PUBLIC WATER SUPPLY</p>

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)						
<p>TREATMENT TANK</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> SEPTIC: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Low Profile <input type="checkbox"/> AEROBIC <p>SIZE: <u>1000</u> GALS.</p>	<p>WATER CONSERVATION</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> NONE <input type="checkbox"/> LOW VOLUME TOILET <input type="checkbox"/> SEPARATED LAUNDRY SYSTEM <input type="checkbox"/> ALTERNATIVE TOILET <p>SPECIFY: _____</p>	<p>PUMPING</p> <ol style="list-style-type: none"> <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> MAY BE REQUIRED (DEPENDENT ON TREATMENT TANK LOCATION AND ELEVATION) <input checked="" type="checkbox"/> REQUIRED <p>DOSE: <u>45</u> GALS.</p>	<p style="font-size: 0.8em;">CRITERIA USED FOR DESIGN FLOW (BEDROOMS, SEATING, EMPLOYEES, WATER RECORDS, ETC.)</p> <p style="font-size: 1.2em; text-align: center;">OFFICE BUILDING WITH 20 OFFICE WORKERS @ 15 GPD EACH (TABLE 7-2)</p> <p>DESIGN FLOW: <u>394</u> (GALLONS/DAY)</p>			
<p>SOIL CONDITIONS USED FOR DESIGN PURPOSES</p> <table style="width: 100%;"> <tr> <td>PROFILE</td> <td>CONDITION</td> </tr> <tr> <td style="text-align: center;"><u>5</u></td> <td style="text-align: center;"><u>B</u></td> </tr> </table> <p>DEPTH TO LIMITING FACTOR: <u>40+</u></p>	PROFILE	CONDITION		<u>5</u>	<u>B</u>	<p>SIZE RATINGS USED FOR DESIGN PURPOSES</p> <ol style="list-style-type: none"> <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> MEDIUM <input type="checkbox"/> MEDIUM-LARGE <input type="checkbox"/> LARGE <input type="checkbox"/> EXTRA LARGE
PROFILE	CONDITION					
<u>5</u>	<u>B</u>					

SITE EVALUATOR STATEMENT

On MAY 13, 1989 (date) I conducted a site evaluation for this project and certify that the data reported is accurate. The system I propose is in accordance with the Subsurface Wastewater Disposal Rules.

[Signature] 040 May 15, 1989
Site Evaluator Signature SE# Date

(Local Plumbing Inspector's Signature if permit is for Seasonal Conversion)

Page 1 of 3
HHE-200 Rev. 11/86

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Town, City, Plantation

GRAY

Street, Road, Subdivision

19 MAIN STREET

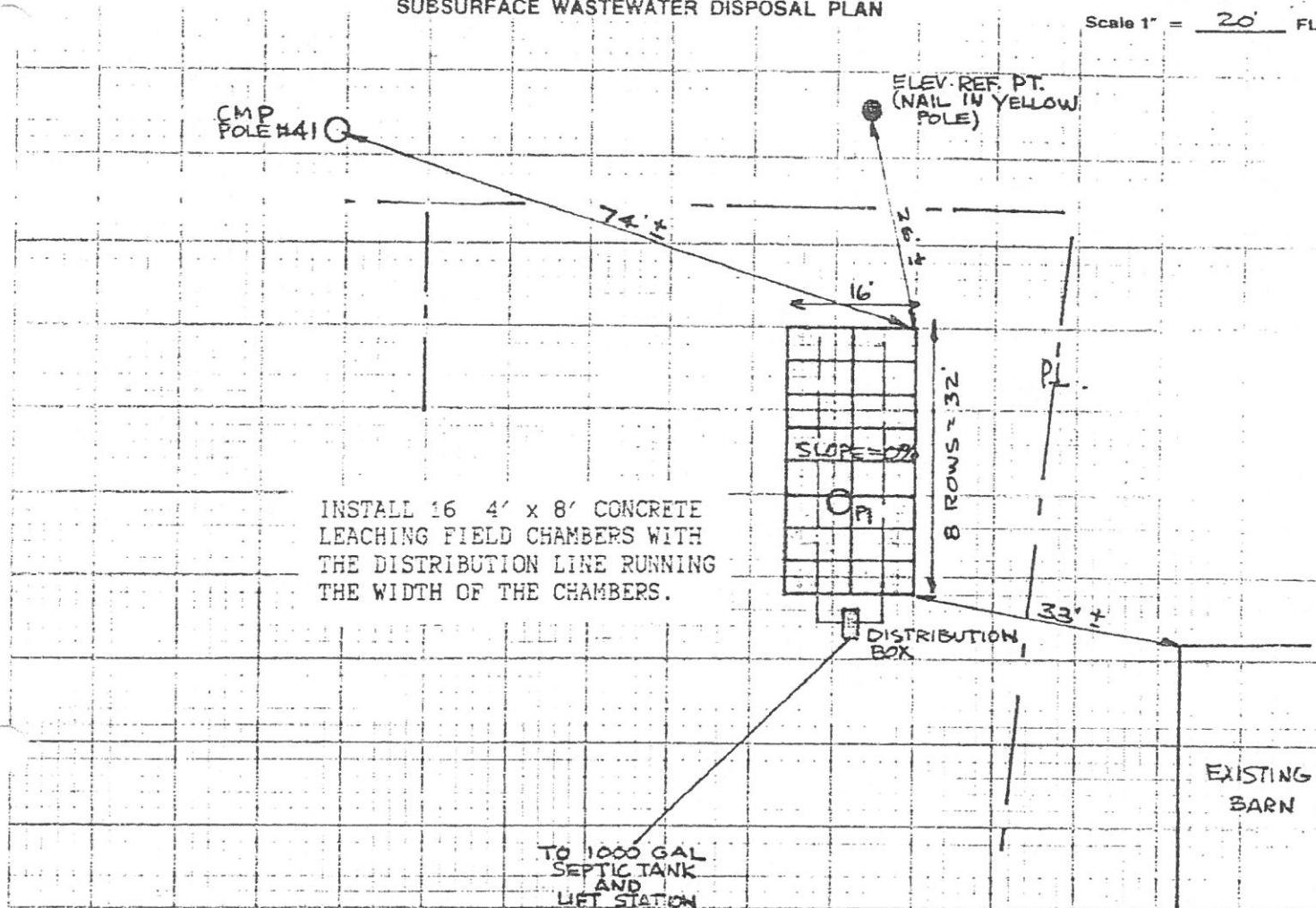
Division of Health Engineering

Owners Name

CREATIVE REALTY INC.

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale 1" = 20' FL



FILL REQUIREMENTS

Depth of Fill (Upslope) 0"
 Depth of Fill (Downslope) 0"

CONSTRUCTION ELEVATIONS

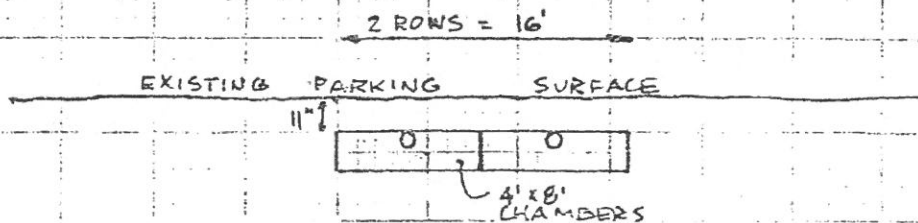
Reference Elevation Is 0"
 Bottom of Disposal Area -63"
 Top of Distribution Lines or Chambers -50"

ELEVATION REFERENCE POINT LOCATION & DESCRIPTION

NAIL IN YELLOW POLE

DISPOSAL AREA CROSS SECTION

Scale:
 Vertical: 1 inch = 5 Ft.
 Horizontal: 1 inch = 10 Ft.



GRADE FILL AND DISPOSAL AREA TO DRAIN ALL SURFACE WATER AWAY FROM DISPOSAL SYSTEM.

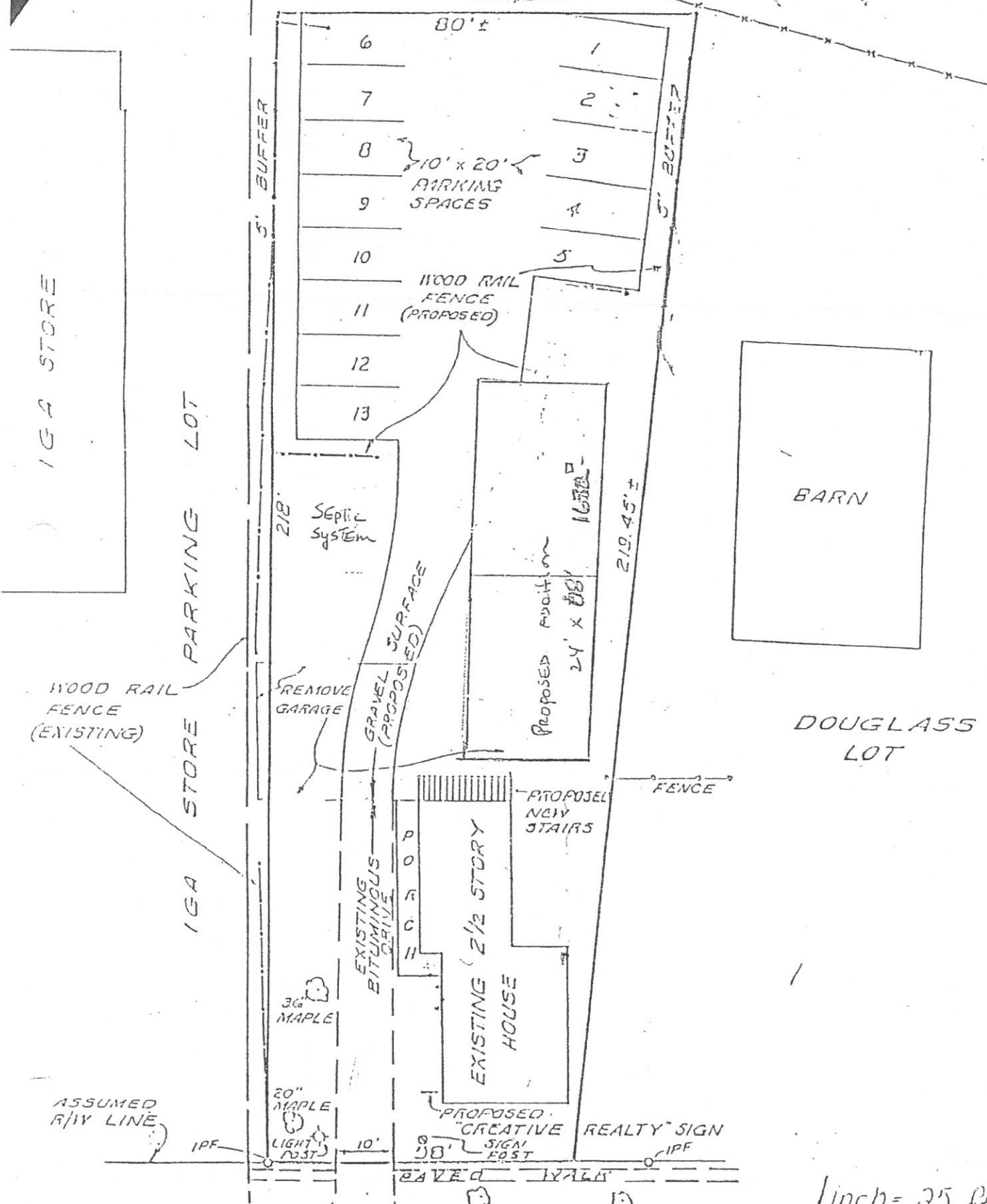
WMAA

040

Jan 15, 1989

BALL FIELD

CMP CO. POLE #4.1



1 inch = 25 ft.