
TOWN OF ELIOT, MAINE

PLANNING BOARD AGENDA

TYPE OF MEETING: IN PERSON WITH REMOTE OPTION
PLACE: TOWN HALL/ZOOM

DATE: Tuesday, April 16, 2024
TIME: 6:00 PM

PLEASE NOTE: *IT IS THE POLICY OF THE PLANNING BOARD THAT THE APPLICANT OR AN AGENT OF THE APPLICANT MUST BE PRESENT IN ORDER FOR REVIEW OF THE APPLICATION TO TAKE PLACE.*

1. **ROLL CALL**

Quorum, Alternate Members, Conflicts of Interest

2. **PLEDGE OF ALLEGIANCE**

3. **MOMENT OF SILENCE**

4. **10-MINUTE PUBLIC INPUT SESSION**

5. **PUBLIC HEARING**

6. **NEW BUSINESS**

a) 21 Cedar Rd. (Map 63 Lot 11-1), PID# 063-011-001, PB 24-5: Site Plan Amendment/Change of Use – Child Care Facility

7. **OLD BUSINESS**

a) 178 Harold L. Dow Hwy. (Map 29 Lot 20), PID# 029-020-000, PB 24-4: Subdivision/Site Plan Review Application – Elderly housing subdivision (8 units) and commercial building addition – sketch plan review

b) 28-32 Brook Rd. (Map 37 Lot 2-3), PID# 037-002-003, PB24-2: Site Plan Amendment and Approval Extension Request, Change of Use, and Shoreland Zoning Permit Application – Addition of medical marijuana uses to approved adult use marijuana establishment.

8. **REVIEW AND APPROVE MINUTES**

9. **OTHER BUSINESS / CORRESPONDENCE**

Climate Vulnerability and Resilience Assessment – Town Planner update

10. **SET AGENDA AND DATE FOR NEXT MEETING**

a) May 7, 2024

11. **ADJOURN**

NOTE: All Planning Board Agenda Materials are available on the Planning Board/Planning Department webpages for viewing.

To view a live remote meeting: (Instructions can also be found on the Planning Board webpage)

a) Go to www.eliotme.org

b) Click on “Meeting Videos” – Located in the second column, on the left-hand side of the screen.

c) Click on the meeting under “Live Events” – The broadcasting of the meeting will start at 6:00pm (Please note: streaming a remote meeting can be delayed up to a minute)

Instructions to join remote meeting:

To participate please call into meeting 5 minutes in advance of meeting start time. Please note that Zoom does state that for some carriers this can be a toll call. You can verify by contacting your carrier.

a) Please call **1-646-558-8656**

1. When prompted enter meeting number ID: **817 2649 1219**

2. When prompted to enter Attendee ID

3. When prompted enter meeting password: **074545**

Members of the Public calling in, will be first automatically be placed in a virtual waiting room until admitted by one of the members of the Planning Board. Members of the public will be unmuted one at a time to allow for input. Please remember to state your name and address for the record.

b) Press ***9** to raise your virtual hand to speak



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board
From: Jeff Brubaker, AICP, Town Planner
Cc: Taylar Schoff, Applicant
Shelly Bishop, Code Enforcement Officer
Kim Tackett, Land Use Administrative Assistant
Date: April 10, 2024 (report date)
April 16, 2024 (meeting date)
Re: PB24-05: 21 Cedar Rd. (Map 63, Lot 11-1): Site Plan Amendment and Change of Use – Child Care Facility

Application Details/Checklist Documentation	
✓ Address:	21 Cedar Rd.
✓ Map/Lot:	63/11-1
✓ Zoning:	Suburban
✓ Shoreland Zoning:	Limited Commercial (not in area of proposed development)
✓ Owner Name:	Cedar Road Properties LLC
✓ Applicant Name:	Taylar Schoff
✓ Proposed Project:	Inclusive Preschool
✓ Reason for PB Review:	SPR use

Overview

Applicant seeks approval for a Site Plan Amendment and Change of Use to operate an inclusive preschool in a unit in the commercial building at 21 Cedar Rd. The unit previously had a senior center. No external changes are included in the application except for a reference to an outdoor fence. A sketch plan showing the proposed floor plan is included with the application.

In an initial communication with me, the applicant indicated they would like to open this summer to start summer camp programs, and then by fall have the inclusive preschool up and running. I would defer to the applicant to further explain this unique use and its approach to instruction of, and activities for, kids.

The most appropriate use in the land use table (45-290) for this proposal appears to be a child care facility, which could be either a child care center, small child care facility, or nursery school – or at least a use similar to a child care facility. Child care facilities are a “16” use in the Suburban district, referring the table footnote that states that they are prohibited unless the property abuts Route 236.

The question then becomes whether, for the purpose of land use review, this property can be considered to abut Route 236. Some Board members will recall a similar question weighed during review of 15 Cedar Rd. (PB22-6), a proposal for an HVAC business office. I will generally restate my recommendation from that case’s staff report here: In my opinion, it is a reasonable interpretation for the PB to review this as a property that abuts Route 236. The rights-of-way of the two roads are

PB24-05: 21 Cedar Rd. (Map 63, Lot 11-1): Site Plan Amendment and Change of Use – Child Care Facility

adjacent to each other, and there is no active land use or private property between them, only the grass berm sloping down from Route 236. Cedar Rd. is a town way and Route 236 is state-maintained. If more information is needed, an official right-of-way map could be requested of DOT.

In front of the building is a paved area that has several parking spaces and appears to be able to accommodate drop-offs and pick-ups.

Additional information requested or expected by the time of the meeting

- Copy of lease agreement with property owner or letter of intent to lease
- More details about the nature and program of instruction of the inclusive preschool
- Expected days and hours of operation

Recommendation

Approval as a minor site plan amendment/revision

Motion templates

Approval with conditions (recommended)

Motion to approve PB24-5 as a Minor Site Plan Amendment/Revision and Change of Use, as provided in Section 33-140(b), for a child care facility (or use similar to) that is an inclusive preschool in Unit D of the existing commercial building at 21 Cedar Rd. (Map 63, Lot 11-1).

The Planning Board finds that the proposed revisions are minor and do not result in any substantial changes to the approved development or further impact abutters. The following are conditions of approval:

1. [Standard conditions]
2. _____
3. _____ [Other conditions if warranted]

Disapproval

Motion to disapprove PB24-5 for the following reason(s) related to noncompliance with land use regulations:

1. _____
2. _____

Continuance/Major amendment

Motion to continue PB24-5 to the May 7, 2024, meeting.

Motion to deem PB24-5 a major amendment. The applicant must submit a site plan review application consistent with Ch. 33.

* * * Respectfully submitted, Jeff Brubaker, AICP, Town Planner



TOWN OF ELIOT

1333 STATE RD., ELIOT, ME 03903

PS 2405

REQUEST FOR PLANNING BOARD ACTION

(FOR MISCELLANEOUS USES OR CHANGES)

Applicant Taylor Schoff
 Mailing Address 21 York Woods Rd City So. Berwick State ME Zip 03908
 Telephone # 603-978-7970 Email address taylor.a.t.o.z.abilities@gmail.com
(TO RECEIVE MEETING NOTICES)

Property Owner Russell Sylvester Robert Sylvester - Manager
 Mailing Address 47 Swans Landing City Eliot State ME Zip 03903

Property address 21 Cedar Rd. Tax Map # 63 Lot # 11-1
 Size (acres) 2.74 Zoning District _____ Shoreland Overlay District? NO

Conforming Lot? (YES) NO Conforming Use? (YES) NO Conforming Structure? (YES) NO

- Legal interest in property identified by applicant by:
 Owner (copy of deed &/or tax records)
 Pending Owner (copy of purchase & sale agreement)
 Lease (copy of lease agreement with owners & applicants signature)
 Corporate Officer (letter from corporation)
 Other (identify _____)

MAR 20 2024

Nature of action requested
 (Example: Request to amend a previously approved site plan by adding a 10' x 20' addition)
Adding outdoor fence

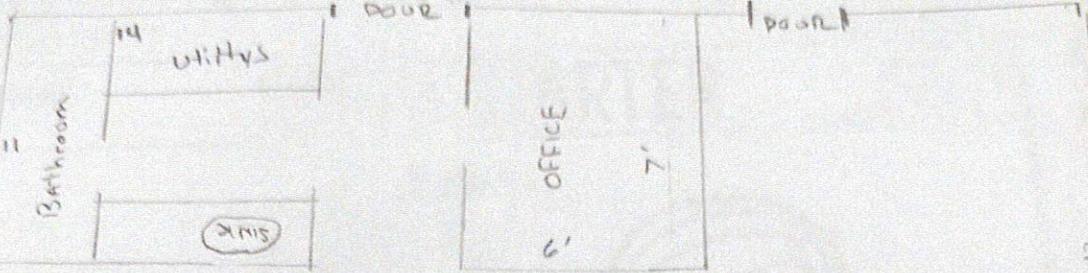
Attach ten (10) copies of sketch plan of property showing in approximate dimensions, all zoning districts, existing/proposed structures, parking areas, streets, entrances, existing and proposed setbacks, proposed lot divisions, proposed open space to be preserved, common areas, site & public improvements and facilities, any areas of excavation and grading, and any other criteria needed to evaluate request. Sketch plan is not required if so advised by the Planning Assistant

Applicants signature Taylor Schoff Date 2.14.24

Property owners signature RS Date 2/16/24

TO BE COMPLETED BY PLANNING ASSISTANT		
Date application received by PA _____	PA signature _____	
Sketch plan required? YES NO		
FEE AMOUNT \$ _____	DATE PAID: _____	FORM OF PAYMENT: _____

23'



Windows

UNIT

D

21 CEDAR RD

23

NOT TO SCALE

40

28

Windows

22

Window | door |

Cedar Road Properties LLC
40 Caslyn Drive
Eliot ME 03903
207-252-4638 Phone

COMMERCIAL LEASE

This lease is made and entered into by and between **Cedar Road Properties LLC.**, of Eliot, County of York and State of Maine 03903, their heirs, executors, personal representatives, and assigns (hereinafter referred to as the "Lessor's,") A to Z Abilities LLC, Taylar Schoff, their heirs, executors, personal representatives, successors and assigns (hereinafter referred to as the "Lessee".)

1) **PREMISES:** Lessor hereby leases to the Lessee. Lessee hereby leases from the Lessor certain premises located at 21 Cedar Road unit D and part of unit C Eliot, Maine 03903.

03903. Consisting of approximately **square feet.** (Hereinafter referred to as the "Premises") plus use of common areas Lessee shall be entitled to use the parking area in common with others entitled thereto.

2) **USE OF THE PREMISES:** The Lessee covenants and agrees to use the Premises as, Commercial Establishment and **for no other purpose without the prior written consent of the Lessor**, which consent shall not be unreasonably withheld. Lessee shall conduct its business at the Premises in such a manner as to insure no substantial interference with the quiet enjoyment of the other tenants.

3) **TERM:** The term of this lease shall be for 1 years, which shall commence on June 1, 2024 and shall continue through and May 31, 2025.

4) **RENT:** The Lessee agrees to pay the Lessor rent of \$850.00 **dollars** and no cents per month. Any rental payments not received by the Lessor within seven (7) days of its due date (ie... first of each month), shall be subject to a late fee in the amount of four percent (4%) of the monthly amount due. Renewal of this Lease must be signed and received in person or by mail no later than May 31, 2024 all payments of rent shall be made in person or by mail to **Cedar Road Properties LLC, 40 Caslyn Drive Eliot, Maine 03903**, or at such other place as the Lessor may designate in writing. A damage deposit of \$ N/A received on N/A was received. The tenant may not use this damage deposit as payment for unpaid rents.

4A) RENT INCREASE: To be determent on renewal of next year lease.

4 B) TAXES: Property taxes on Leased Space assessed to Lessee will be calculated on a percentage of the Sq. Ft. of total building space are due on a semi-annual basis. Tax payment is due on the following dates; May 1 and November 1 of each year. Your total % building space is _____ N/A _____ % The total taxes are \$ _____ N / A _____ per the Town of Eliot, Maine.

4 C) INSURANCE: Property insurance on leased space assessed to lessee will be calculated on a percentage of Sq. Ft. of the total building space and is due and payable upon the anniversary date of the lease agreement. Your total % of building space is _____ N/A _____ %. Based upon an annual premium of \$ _____ N/A _____, your share that is due on the anniversary date is \$ _____ N/A _____.

5) OPTION TO RENEW: Lessee shall have the option to renew this Lease for an additional term, provided Lessee has not defaulted on any of the provisions of this Lease during the initial term. Lessee shall renew this Lease by providing notice to Lessor at least sixty (60) days prior to the expirations of the first term. Must be received by May 31, 2025.

6) DISHONORED CHECKS: In the event a payment of rent is made by check, and said check is dishonored for any reason, Lessee shall pay to Lessor, in addition to the rent, a fee in the amount of twenty-five dollars and no cents (\$25.00) for each such dishonored check.

7) SERVICES AND UTILITITES: Lessee shall provide and pay, at its own expense for all utilities, including but not limited to electricity, oil, gas or electric hot water, and all other utilities. Lessee shall have all utilities and services put in its own name. The Lessor shall not be liable for any interruption or delay in any of the above services. Lessor shall supply a furnace and in some cases an air conditioner unit(s) in good working condition. Lessee shall be responsible for fueling, cleaning, and annual or as needed preventative maintenance of furnace and air conditioner unit(s) at Lessee's own expense. If there is a breakdown, emergency call or fuel problem, due to lack of annual or preventative maintenance, it will be the sole financial responsibility of the Lessee. Proof of said annual or as needed maintenance shall be provided to Lessor.

7 A) Any blockages in plumbing, Internal or External, are the sole financial responsibility of the lessee.

8) MAINTENANCE OF THE PREMISES: Lessee shall keep unit clean and in an orderly condition, in keeping with the nature and use of the building in which the Premises and the neighborhood are located. Lessee shall store all personal and business trade fixtures and inventory inside its unit.

9) ACCEPTANCE OF PREMISES: The Lessee hereby agrees to accept the Premises demised in the condition in which they are now. The Lessee acknowledges that he has fully examined the space and does not rely on any representation or guarantees from the Lessor as to the adequacy of the space for his business.

10) SUBLETING/ASSIGNMENT OF LEASE: Lessee shall not sublet all or a portion of the premises, nor shall the Lessee assign this Lease without the express **written permission of the Lessor; such permission shall not be unreasonably withheld.**

11) SIGNS: The Lessee must abide by all ordinance and regulations of the public authorities including, but not limited to the Town of Eliot, with respect to the matter of signs. The Lessor or his agent must approve all signs. Approval shall not be unreasonably withheld. Removal of any such sign and any damages during the process of such removal are the sole responsibility of the lessee.

12) NOISE: The Lessee agrees that in conducting his business in or on the premises by himself or those in his employ, due regard shall be given to limiting the noise generated by such operation and also with respect to the discharge, release, or escape of smoke, soot acid, alkali, toxic chemicals, liquids or gases, water into or upon the leased premises, land, the atmosphere, sewer connections or pipes, or any water course or body of water. The Lessee represents that with respect to his operation of his business on the premises; there shall be no discharges from his operation, which would adversely affect property of others. Furthermore, in the event the Lessee's operation in or on the premises shall cause damage to such property of others, the Lessee agree to save the Lessor harmless from any claims, liability, and damages?

13) DESTRUCTION OF PREMISES: In the event the premises or any part of them after the execution and before the termination of this lease or any extension or renewal hereof shall be destroyed or rendered untenable in whole or in part by fire unavoidable casualty or be condemned by public authorities, the Lessor may, at its option, proceed to repair and or rebuild and restore the premises to a like condition, size and structure as the were. Lessee assumes occupancy under the terms of this lease, but not including any improvements made by the lessee in, to and upon said premises during the term of the lease or any extenuation thereof. During the term of such rebuilding or repairing, the rent reserved by this lease shall be suspended, but upon the conclusion of such rebuilding or repairing, the rent reserved here by shall forthwith be resumed provide, however, that in the event of any damage otherwise caused affecting

the whole or any portion of said premises, a proportionate share of the rent shall be abated and suspended for the period during which damage is being repaired, but such abated or suspended rent shall forthwith commence upon completion of such repairs or immediately repay the Lessee an amount equal to that portion of the rent so paid in advance, payment of which is suspended. If the Lessor does not notify the Lessee in writing within fourteen (14) days of such damage of its intention to repair or rebuild said premises as a result of such damage; the Lessee may terminate this lease at his option.

14} GOVERNING LAW: This agreement shall be governed by and constructed in accordance with the laws of the State of Maine

15} ATTORNEY'S FEES: In the event of any action between the parties hereto arising from Lessee's failure to comply with this Lease, or the Premises including but not limited to eviction proceedings and proceedings to collect any monies owed hereunder, the Lessor shall be entitled to the payment of all reasonable costs and expenses including attorney fees expended or incurred, to be recovered as a part of the costs therein.

16} ENTRY AND INSPECTION: The Lessee shall permit the Lessor and its agents to enter the premises at all reasonable time for any of the following purposes: to maintain the building in which the Premises are located; to make such repairs to the Premises as Lessor is obligated or may elect to make. Lessor shall not interfere unreasonably with business being conducted on the Premises during any such entry and inspection.

17} ENTIRE AGREEMENT AND AMENDMENT: This agreement sets forth the entire agreement between the parties and supersedes all prior agreements and representations made between the parties. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing, dated and signed by both parties

18} RELATIONSHIP OF LESSOR AND LESSEE: It is understood and agreed that the Lessor shall never be treated as a partner, associate, or joint venture of Lessee in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by the Lessee in the conduct of Lessee's business or otherwise.

19} SALE OF THE PREMISES: In the event of a sale, transfer, or assignment of Lessor's interest in the Premises, Lessee agrees to attain to and to recognize such transferee, purchaser, or assignee as the Lessor under this Lease; provided, however, that such transferee purchaser or assignee shall recognize the validity of this Lease, so long as Lessee is not in default hereunder.

20) REPAIRS AND ALTERATIONS: The Lessee, during the term if this Lease or any extension or renewal of this Lease, shall at it's expense, make repairs as shall be reasonably necessary to keep the Premises in good condition and repair. Any

repairs, alterations, or improvements to the Premises, become the property of Cedar Road Properties, LLC. The Lessee agrees that all damages or injury done to the Premises by the Lessee or by any person who may enter the Premises, except the Lessor, Lessor's agents, servants, and employees, shall be repaired by the Lessee at its own expense. The Lessee further covenants and agrees that it will indemnify and save harmless the Lessor from any loss, damage, claim demands, suit, judgments, and liability that the Lessee may incur of any kind nature and description, or against any cost or expenses to which the Lessor may be put, arising by reason of any injury to persons or property or the death of any person or persons, or by reason of any claim on account thereof, result in from the alteration or additions, demolition, erection, or construction performed by the Lessee or from the failure of the Lessee to keep the same in good order and repair or by any nuisance made or suffered on premises and from any claim or damage caused by any of the Lessee's assigns, unless the same shall result from the negligence of the lessor, its agents, contractors, or employees.

21) CONSTRUCTION AND RENOVATION: The Lessor and Lessee acknowledge that Lessee intends to perform construction and renovations to the building occupied, in part by the Lessee. The Lessor in writing must approve all or any renovations and construction. All or any renovations or construction will be at the Lessee expense. The Lessee and his agents shall take reasonable measures to reduce the impact the renovations or construction have on the other Lessees' peaceful and quiet enjoyment of the Premises.

22) REVERSION OF IMPROVEMENTS: At termination of this lease, such improvements or alterations, at the discretion of the Lessor and as made by the Lessee, such trade fixtures that may have been installed by the Lessee may be removed and put back to the original order of unit #D and a portion of unit #C , Eliot, Maine 03903 at the Lessee's expense. Any repainted areas, at the discretion of the Lessor, shall be put back to a neutral color, at Lessee's expense. The Lessor must approve of this original order of the Premises in writing or the termination of this lease will be ineffective.

23) INDEMNITY AND INSURANCE: The Lessee hereby agrees to indemnify the Lessor against and to hold harmless the Lessor from any and all claims, actions, damages, demands, liability and expense in connection with the loss of or damage to property or for injury or death to any person arising from or out of any occurrence in, upon, or at the Premises or any part thereof, or occasioned in whole or in part by any act or omission by the Lessee, its agents, contractors, employees, servants, assigns, sub-lessee's customers, or invitee's. In the event that the Lessor shall, without negligent act or omission on his part, be made a part or party to any litigation commenced by or against the Lessee, the Lessee shall protect and hold Lessor harmless and shall pay all cost, expenses, and attorney's fee incurred or paid by Lessor in connection with such litigation.

The Lessee agrees to take out and maintain, at its sole cost and expense, liability insurance against property damages or personal injury growing out of the use of or occurring on or about the Premises.

The Lessor shall not be liable for any injury; loss or damage sustained by the Lessee or any person claiming by or through the Lessee unless the same shall be caused by or result from the negligent act of the Lessor. The Lessee further agrees that all personal property upon the Premises shall be at the risk of the Lessee only, and that the Lessor shall not be liable for any damages, loss or theft thereof. Upon Lessor's request, Lessee shall from time to time provide to Lessor proof of said insurance.

In the event of such default, the Lessor may, at its option declare the termination of this lease. Lessor may enter the Premises and expel, remove and put out the Lessee or any prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for proceeding breach of covenants or conditions.

24) **DEFAULT:** The Lessee shall be considered in default of this agreement where:

A: The Lessee fails to pay the regular monthly rent or any additional fee or penalty or any other payment required hereunder, or any part thereof, on or before the date each respective payment becomes due: or

B: Any assignment is made by the Lessee of its property for the benefit of creditors: or

C: The Lessee's leasehold interest is taken on execution: or

D. Any proceeds are commenced by or against the Lessee in any court of bankruptcy of insolvency for reorganization or liquidation of the Lessee and Lessee defaults in the performance of any term, condition, or covenant of this Lease; or

E. The Lessee is declared bankrupt or insolvent according to any federal or state law; or

F. The Lessee defaults in the performance of any of the other terms, conditions, and covenants of this Lease and fails to cure such default within seven {7} days after written notice from the Lessor designation the nature of such default;

G. The Lessee and Lessor agree any notices must be sent first class postage Prepaid, and will assume it has been received three {3} "business days after Postmark.

In the event of such default, the Lessor may, at its option declare the termination of this lease. Lessor may enter the Premises and may remove all property there from without prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for preceding breach of covenant or conditions.

25) **GUARANTY:** The undersigned being a stockholder or partner of the Lessee identified above do hereby unconditionally guaranty the complete and faithful performance of all of the Lessee's obligations under this Lease and do hereby acknowledge that Lessor would not have entered into this Lease by for the guaranty. The undersigned does expressly agree that this is a guaranty of payment and performance and not a deficiency guaranty. Therefore, in the event of default Lessor seeks any recovery from the undersigned without having to pursue any rights or remedies against the Lessee.

I, Taylar Schoff, do and severally personally guaranty the complete and faithful performance of all of Lessee's obligations under the above lease, including but not limited to the payment of rent, interest, acknowledge that Lessor would not have entered into the above Lease but for this personal guaranty. I do further understand and expressly agree that this is a Guaranty of payment and performance and not deficiency guaranty. I/We do further understand and expressly agree that this is a Guaranty of payment and performance and not deficiency guaranty. Therefore, in the event of default by Lessee, lessor may seek full recovery against me/us without first having to pursue and/or exhaust any rights or remedies against Lessee.

IN WITNESS WHEREOF, the parties here unto set their hands the day and year first above written.

LESSOR: Cedar Road Properties L.L.C.
LESSEE:

By: Taylar Schoff

By:

Lessee: _____

Lessor: Cedar Road Properties LLC

Date _____

Date _____

PB24-4: 178 Harold L. Dow Hwy. (Map 29, Lot 20): Subdivision/Site Plan Review Application – Elderly housing subdivision (8 units) and commercial building addition – **Sketch Plan Review**



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board
From: Jeff Brubaker, AICP, Town Planner
Cc: Michael J. Sudak, E.I., Attar Engineering, Applicant’s Representative
Shelly Bishop, Code Enforcement Officer
Kim Tackett, Land Use Administrative Assistant
Date: April 11, 2024 (report date)
April 16, 2024 (meeting date)
Re: PB24-4: 178 Harold L. Dow Hwy. (Map 29, Lot 20): Subdivision/Site Plan Review Application – Elderly housing subdivision (8 units) and commercial building addition – **Sketch Plan Review**

Basic information

1. The record owner of the property is: J & J’s Pathfinder, LLC (mailing address: 402 The Hill, Portsmouth, NH 03801).
2. The applicant is: J & J’s Pathfinder, LLC (mailing address: 402 The Hill, Portsmouth, NH 03801).
3. The property is located at: 178 Harold L. Dow Highway and is 3.0 acres.
4. The property can be identified as: Assessor’s Map 29, Lot 20.

Zoning

5. The property is in the **Commercial/Industrial** zoning district.
6. The property does not have shoreland zoning on it.

Overview of proposed development

7. The applicant proposes to amend a previously-approved site plan and seeks site plan and subdivision review and approval. They propose to “construct a 2-story, 2,420 square feet addition on the southwest side of the existing building, and eight, 2-story Elderly Housing units” (per 2/8/24 cover letter).

Site inspection

The April 16 site walk should be summarized at the meeting, and the PB should classify the proposed street out to Beech Rd. [33-64] Since this is in the C/I district, the presumption would be that this would need to follow C/I standards, however the existing easement and potential limitations related to tax-acquired ownership of the adjacent Town parcel are factors for consideration.

Uses, definitions, and affordability

8. The proposed residential part of the development _____ [meets, does not meet, **discussion needed**] the definition of elderly housing in Section 1-2, or is at least similar to that definition.

Discussion

This was discussed at length during the 3/19/24 review. The elderly housing definition in 1-2 is:

Elderly housing means housing units constructed or operated as part of a life care facility or housing units constructed, operated or financed wholly or partially with state or federal funds. Elderly persons or handicapped persons shall occupy the housing units. The state or federal funding program must have received the approval of the United States Department of Housing and Urban Development as one designed and operated to assist elderly persons.

See new correspondence from the applicant in your packet. In summary, the applicant believes the proposal meets the intent of the ordinance, and they “are more than willing to follow the spirit of the ordinance by restricting residents to age 55 and over and making at least one of the eight units Affordable Housing as defined by the Town of Eliot.”

Dimensional standards

9. The application **presumptively meets** applicable dimensional standards.

Summary of standard	Planner review
Min. lot size: 3 acres [41-255; 41-218(e); 45-405]	Met
Min. street frontage: 300 ft.	Met
Min. street frontage waiver/modification	N/A
Setbacks: appropriate for location of subdivision and type of development/use contemplated [41-255]. 45-405 setbacks: 50’ front/20’ side/30’ rear. For elderly housing, min. 50 ft. from lot line or 100 ft. from residential DU [45-405 footnote p]	Presumptively met. 50 ft. side & rear setbacks for duplexes. See sketch plan Note 3 and planner/applicant correspondence in previous packet about footnote p superseding footnote b that calls for 100 ft. side & rear setbacks. Commercial building meets all setbacks.
Min. area per DU for elderly housing: 1 acre for 1 st unit, then ¼ acre for each additional unit	Met. See sketch plan Note 8.
Min. distance between buildings: 20 ft.	Met for distance between duplexes and commercial buildings.

Requirements unique to elderly housing subdivisions (Ch. 41, Div. 3)

10. The application _____ [meets, does not meet, **to be determined**] the applicable requirements of Ch. 41, Div. 3 – requirements unique to elderly housing subdivisions.

Construction requirements (41-310)

Paragraph	Summary of standard	Planner review
(a)	Buildings shall have pitched roofs, gable or hip roofs min. 4:12 slope	Defer to prelim plan submittal. Sketch plan shows cross-gable design of duplexes. Prelim plan should include bldg. elevations to determine roof pitch.
(b)	Covered sidewalk or interior corridor access to all units, central dining, and/or community center	Does not appear to be met/waiver needed. Given the nature of the development, I believe a waiver would be appropriate.

PB24-4: 178 Harold L. Dow Hwy. (Map 29, Lot 20): Subdivision/Site Plan Review Application – Elderly housing subdivision (8 units) and commercial building addition – **Sketch Plan Review**

(c)	N/A – applies to congregate housing/residential care	
(d)	Unit max. gross floor area (GFA) of 1,200 sf	Does not appear to be met/waiver requested. On sketch plan and 2/8/24 cover letter, applicant requests waiver to allow up to 1,800 sf GFA. Units would have a footprint of 1,395 sf each.
(e)	Security system identified on site plan	Defer to prelim plan submittal
(f)	Served by public water and sewer	Appears to be met. Per 2/8/24 cover letter and 3/19/24 mtg., applicant has represented that the development will be served by municipal water & sewer (with holding tank until the latter is operational; Town’s Route 236 water-sewer project in progress, expected operational in 2025).

Landscaping requirements (41-311)

Paragraph	Summary of standard	Planner review
(a)	Landscape plan prepared by licensed LA. Parking screened by ≥10 ft. landscaped area, visual barrier ≥8 ft. along side & rear lot lines.	Unclear if met. Discuss at sketch review but defer to prelim plan submittal to see proposed landscaping. Parking is screened to west by buildings, but needs to be screened to east (Irving Oil) and north (Hanscom Rd. side). See elsewhere for discussion of front buffer.
(b)	Meet sections 45-413 and 45-423.	Defer to prelim plan submittal. These sections pertain to preservation of landscape and fences.

Landscaping requirements (41-311)

Paragraph	Summary of standard	Planner review
(a)	1 space per DU (other requirements applicable to assisted living facilities)	Appears to be met. 8 spaces required for elderly units; 29 required for entire site. 42 spaces are proposed. Each unit has an attached 1-car garage and driveway space for 1 additional car. See sketch plan Note 6 for calculation.
(b)	N/A – loading area requirement applying to projects with 15+ units	

Some additional topics of discussion

- Front buffer and wetlands
- Traffic – mainly expected to be discussed during prelim plan review after traffic assessment has been done
- More details on proposed common recreation area

Respectfully submitted, Jeff Brubaker, AICP, Town Planner

From: [Planner](#)
To: [Kim Tackett](#)
Subject: FW: Financing for the proposed eight units of elderly housing
Date: Wednesday, April 10, 2024 3:23:24 PM

Kim,

Can you include the below in the PB packet?

Thanks,
Jeff

Jeff Brubaker, AICP
(207) 439-1813 x112

From: Planner
Sent: Wednesday, April 10, 2024 3:23 PM
To: Ken Wood <Ken@attarengineering.com>; Mike Sudak <mike@attarengineering.com>
Cc: Kim Tackett <ktackett@eliotme.org>; Jessica Cyr <Info@attarengineering.com>; Justin Caramagno <justin@nhlawoffices.com>; Jay McSharry <jaymcsharry@me.com>
Subject: RE: Financing for the proposed eight units of elderly housing

Mike and Ken,

Thank you for this information. We will plan to include the below in the PB packet.

Jeff

Jeff Brubaker, AICP
(207) 439-1813 x112

From: Ken Wood <Ken@attarengineering.com>
Sent: Wednesday, April 10, 2024 11:50 AM
To: Mike Sudak <mike@attarengineering.com>; Planner <jbrubaker@eliotme.org>
Cc: Kim Tackett <ktackett@eliotme.org>; Jessica Cyr <Info@attarengineering.com>; Justin Caramagno <justin@nhlawoffices.com>; Jay McSharry <jaymcsharry@me.com>
Subject: RE: Financing for the proposed eight units of elderly housing

Hi Jeff - From what I've found with the past Elderly Housing developments we've been involved with in Eliot the ordinance seems to have been crafted around Baran Place on Beech Rd which was developed in the mid 80's. With subsequent projects the board had felt that either a HUD, FDIC or similar state or federally insured mortgage met the intent of the ordinance. Hopefully we can discuss these options in greater detail with the board

Best.

Ken

Sent from my T-Mobile 5G Device

----- Original message -----

From: Mike Sudak <mike@attarengineering.com>

Date: 4/10/24 11:24 AM (GMT-05:00)

To: Jeff Brubaker <jbrubaker@eliotme.org>

Cc: Kim Tackett <ktackett@eliotme.org>, Jessica Cyr <Info@attarengineering.com>, Ken Wood <Ken@attarengineering.com>

Subject: FW: Financing for the proposed eight units of elderly housing

Good Morning Jeff,

Following up on our conversation last week (I believe it was last week), below is correspondence from my Clients regarding our efforts to comply with the Town's definition of Elderly Housing. Please feel free to include this in Planning Board member packets for next Tuesday's meeting - we can prepare copies and have them delivered if need be but this information is really all I have right now for where we are in the Sketch review process.

Happy to discuss this item and your thoughts on it ahead of the meeting, and also happy to wait until the meeting itself to see what the Town/Board is thinking.

Take care, talk soon.

Thanks,

-Mike

-----Original Message-----

From: Justin Caramagno <justin@nhlawoffices.com>

Sent: Wednesday, April 10, 2024 10:29 AM

To: Ken Wood <Ken@attarengineering.com>; Mike Sudak <mike@attarengineering.com>

Cc: jaymcscharry <jaymcscharry@me.com>

Subject: Financing for the proposed eight units of elderly housing

Good Morning, Ken and Michael:

Unfortunately, after a diligent search of available lending programs through both Maine State Housing Authority and HUD, I can find no financing option that comes close to dovetailing with the definition of elderly housing used in Eliot Zoning Ordinance (§1-2).

The real problem is the requirement that the "state or federal program must have received approval of HUD as a plan designed and operated to assist elderly persons."

Although there doesn't appear to be a perfect lending program for this project, we are more than willing to follow the spirit of the ordinance by restricting residents to age 55 and over and making at least one of the eight units Affordable Housing as defined by the Town of Eliot.

If anyone has other suggestions in this regard, please don't hesitate to chime in.

Thanks,
Justin Caramagno



ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

Mr. Jeffrey Brubaker, Town Planner
Town of Eliot, Maine
1333 State Road
Eliot, Maine 03903

April 9th, 2024
Project No. 23139

**RE: Site Plan Amendment, Shoreland Zoning Change of Use Justification
28-32 Brook Road (Tax Map 37, Lot 2-3)
Eliot, Maine**

Dear Mr. Brubaker:

On behalf of landowner Nicholas DeLorey & OBI Lab/Northeast Gold, I have enclosed a revised Shoreland Zoning Permit for the above-referenced project. The 5.2 acre parcel, located at 32 Brook Road, is in the Commercial/Industrial, Limited Commercial, and Shoreland Overlay (Stream and Wetland) Protection Districts. It is not located in a flood hazard zone.

This site has been before the Planning Board with several past applications in development of the current use as an Adult Use Marijuana Retail, Cultivation, and Manufacturing.

The applicant is proposing to modify the existing approved non-conforming Adult Marijuana Manufacturing use present in Building #2 to include a co-located Medical/Adult Manufacturing facility.

Below are the 44-32(c)(5) / 44-32(d)(3) written justifications for PB review of the proposed change of use:

♦ **44-32(c)(5)**

The proposed change in use will cause no additional impact to any adjacent water body, tributary stream, or wetland, or on the subject or adjacent properties and resources than the existing use. The primary differences resulting from the change in use are relegated to the packaging and processing of the manufactured products and does not require additional construction to occur that could feasibly impact public health and safety and will not change any external features of the building or site, thus no change shall occur to erosion and sedimentation, water quality, fish and wildlife habitat, vegetative cover, visual and actual points of public access to waters, natural beauty, floodplain management, archaeological and historic resources, and commercial fishing and maritime activities, and other functionally water-dependent uses.

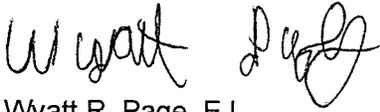
♦ **44-32(d)(3)**

The site's adherence to Town Ordinance dimensional requirements shall not be by the proposed change in use as the proposed changes are confined to the inside of Building 2 and only seeks to allow already approved Adult Use Manufacturing areas to also carry out Medical Use Manufacturing in tandem. No external construction is required for this change in use.

We look forward to discussing this project with you. If any additional information is required,
1284 State Road, Eliot, ME 03903 ♦ tel (207) 439-6023 ♦ fax (207) 439-2128

please contact me. Thank you for your assistance.

Sincerely;

A handwritten signature in black ink, appearing to read "Wyatt R. Page". The signature is written in a cursive style with a large, stylized initial "W".

Wyatt R. Page, E.I.
Project Engineer

cc: Nicholas DeLorey

FOR OFFICE USE ONLY:
 PERMIT NO.: _____
 ISSUE DATE: _____
 FEE AMOUNT: _____

TOWN OF ELIOT
SHORELAND ZONING PERMIT APPLICATION

GENERAL INFORMATION

1. APPLICANT OBI Labs, LLC Oracle Industries LLC BMT Enterprises	2. APPLICANT'S ADDRESS 28 / 32 Brook Road, Eliot, ME 03903	3. APPLICANT'S TEL. # (207)439-8508 Cell (207)252-2295	
4. PROPERTY OWNER BMT Enterprises	5. OWNER'S ADDRESS 10 Nordic Lane Rollinsford, NH	6. OWNER'S TEL. # (207)252-2295	
7. CONTRACTOR BMT Enterprises	8. CONTRACTOR'S ADDRESS 28 / 32 Brook Road, Eliot, ME 03903	9. CONTRACTOR'S TEL. # (207)439-8508 Cell (207)252-2295	
10. LOCATION/ADDRESS OF PROPERTY 28 / 32 Brook Road, Eliot, ME 03903	11. TAX MAP/PAGE & LOT # AND DATE LOT WAS CREATED Map 37 Lot 2-3 Book 15809 / Page 646 Created 7/28/1995	12. ZONING DISTRICT Commercial/ Industrial (C/I)	
13. DESCRIPTION OF PROPERTY INCLUDING A DESCRIPTION OF ALL PROPOSED CONSTRUCTION, (E.G. LAND CLEARING, ROAD BUILDING, SEPTIC SYSTEMS, AND WELLS - PLEASE NOTE THAT A SITE PLAN SKETCH IS REQUIRED ON PAGE 3). Modifying the existing approved non-conforming uses from Adult Marijuana Retail, Cultivation, and Manufacturing to include a co-located Medical/Adult Manufacturing facility in building 2. The approved uses of buildings 1 and 3 as Adult-Use Marijuana cultivation are to remain as is. The approved use of Adult-Use Marijuana retail in building 1 shall also remain as is. All buildings are located on Tax Map 37 Lot 2-3 Building 1 was built in 2002 Building 2 was built in 2004 Building 3 was built in 2007			

14. PROPOSED USE OF PROJECT	15. ESTIMATED COST OF CONSTRUCTION

SHORELAND AND PROPERTY INFORMATION

16. LOT AREA (SQ. FT.)	17. FRONTAGE ON ROAD (FT.)
18. SO. FT. OF LOT TO BE COVERED BY NON-VEGETATED SURFACES	19. ELEVATION ABOVE 100 YR. FLOOD
20. FRONTAGE ON WATERBODY (FT.)	21. HEIGHT OF PROPOSED STRUCTURE
22. EXISTING USE OF PROPERTY	23. PROPOSED USE OF PROPERTY

Note: Questions 24 & 25 apply only to expansions of portions of existing structures which are less than the required setback.

<p>24. A) TOTAL FLOOR AREA OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK AS OF 1/1/89:</p> <p>_____ SQ. FT.</p> <p>B) FLOOR AREA OF EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK FROM 1/1/89 TO PRESENT:</p> <p>_____ SQ. FT.</p> <p>C) FLOOR AREA OF PROPOSED EXPANSION OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK:</p> <p>_____ SQ. FT.</p> <p>D) % INCREASE OF FLOOR AREA OF ACTUAL AND PROPOSED EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK SINCE 1/1/89:</p>	<p>25. A) TOTAL VOLUME OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK AS OF 1/1/89:</p> <p>_____ CUBIC FT.</p> <p>B) VOLUME OF EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK FROM 1/1/89 TO PRESENT:</p> <p>_____ CUBIC FT.</p> <p>C) VOLUME OF PROPOSED EXPANSION OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK:</p> <p>_____ CUBIC FT.</p> <p>D) % INCREASE OF VOLUME OF ACTUAL AND PROPOSED EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK SINCE 1/1/89:</p>
---	---

$(\% \text{ INCREASE} = \frac{B+C}{A} \times 100)$ _____ %	$(\% \text{ INCREASE} = \frac{B + C}{A} \times 100)$ _____ %
---	---

NOTE: IT IS IMPERATIVE THAT EACH MUNICIPALITY DEFINE WHAT CONSTITUTES A STRUCTURE, FLOOR AREA, AND VOLUME AND APPLY THOSE DEFINITIONS UNIFORMLY WHEN CALCULATING EXISTING AND PROPOSED SO. FT. AND CU. FT.

SITE PLAN

PLEASE INCLUDE: LOT LINES; AREA TO BE CLEARED OF TREES AND OTHER VEGETATION; THE EXACT POSITION OF PROPOSED STRUCTURES, INCLUDING DECKS, PORCHES, AND OUT BUILDINGS WITH ACCURATE SETBACK DISTANCES FROM THE SHORELINE, SIDE AND REAR PROPERTY LINES; THE LOCATION OF PROPOSED WELLS, SEPTIC SYSTEMS, AND DRIVEWAYS; AND AREAS AND AMOUNTS TO BE FILLED OR GRADED. IF THE PROPOSAL IS FOR THE EXPANSION OF AN EXISTING STRUCTURE, PLEASE DISTINGUISH BETWEEN THE EXISTING STRUCTURE AND THE PROPOSED EXPANSION.

NOTE: FOR ALL PROJECTS INVOLVING FILLING, GRADING, OR OTHER SOIL DISTURBANCE YOU MUST PROVIDE A SOIL EROSION CONTROL PLAN DESCRIBING THE MEASURES TO BE TAKEN TO STABILIZE DISTURBED AREAS BEFORE, DURING AND AFTER CONSTRUCTION (See attached guidelines)

SCALE: _____ = _____ FT.

FRONT OR REAR ELEVATION

SIDE ELEVATION

DRAW A SIMPLE SKETCH SHOWING BOTH THE EXISTING
AND PROPOSED STRUCTURES WITH DIMENSIONS

ADDITIONAL PERMITS, APPROVALS, AND/OR REVIEWS REQUIRED

CHECK IF REQUIRED:

- PLANNING BOARD REVIEW APPROVAL
(e.g. Subdivision, Site Plan Review)
- BOARD OF APPEALS REVIEW APPROVAL
- FLOOD HAZARD DEVELOPMENT PERMIT
- EXTERIOR PLUMBING PERMIT
(Approved HHE 200 Application Form)
- INTERIOR PLUMBING PERMIT
- DEP PERMIT (Site Location,
Natural Resources Protection Act)
- ARMY CORPS OF ENGINEERS PERMIT
(e.g. Sec. 404 of Clean Waters Act)

OTHERS:

- _____
- _____
- _____
- _____

NOTE: APPLICANT IS ADVISED TO CONSULT WITH THE CODE ENFORCEMENT OFFICER AND APPROPRIATE STATE AND FEDERAL AGENCIES TO DETERMINE WHETHER ADDITIONAL PERMITS, APPROVALS, AND REVIEWS ARE REQUIRED

I CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION IS ACCURATE. ALL PROPOSED USES SHALL BE IN CONFORMANCE WITH THIS APPLICATION AND THE TOWN OF ELIOT SHORELAND ZONING ORDINANCE. I AGREE TO FUTURE INSPECTIONS BY THE CODE ENFORCEMENT OFFICER AT REASONABLE HOURS.

_____ APPLICANT'S SIGNATURE	_____ DATE
<i>W. J. ...</i> AGENT'S SIGNATURE (if applicable)	_____ DATE

APPROVAL OR DENIAL OF APPLICATION

____ MAP ____ LOT #

(For Office Use Only)

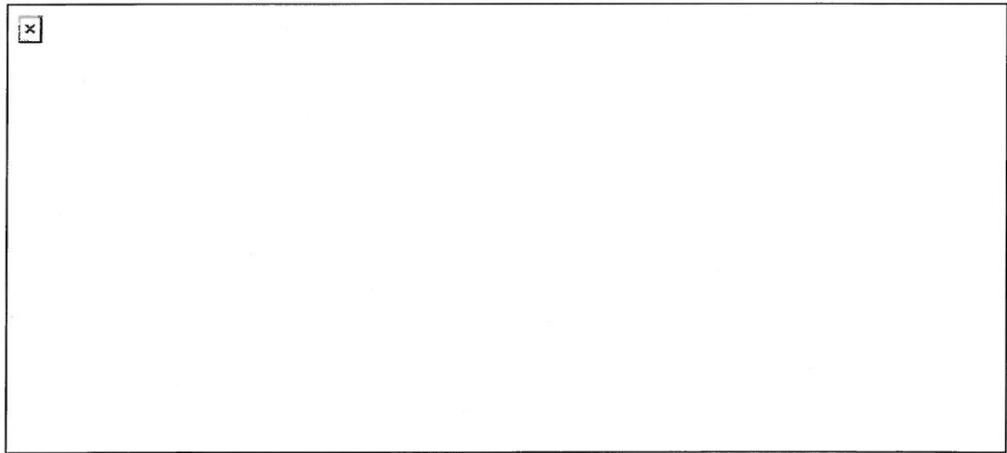
THIS APPLICATION IS: ____ APPROVED ____ DENIED

IF DENIED, REASON FOR DENIAL:

IF APPROVED, THE FOLLOWING CONDITIONS ARE PRESCRIBED:

NOTE: IN APPROVING A SHORELAND ZONING PERMIT, THE PROPOSED USE SHALL COMPLY WITH THE PURPOSES AND REQUIREMENTS OF THE SHORELAND ZONING ORDINANCE FOR THE TOWN OF ELIOT.

CODE ENFORCEMENT OFFICER _____ DATE _____



NOTE: THIS CHECKLIST IS INTENDED TO ASSIST THE CEO IN TRACKING A SHORELAND ZONING PERMIT THROUGH THE REVIEW PROCESS

SHORELAND ZONING PERMIT CHECKLIST

CHECKOFF FOR ALL STRUCTURES:

- COMPLETE SHORELAND ZONING PERMIT APPLICATION
- PAY APPROPRIATE FEE
- LOT AREA
- % OF LOT COVERED BY NON-VEGETATED SURFACES
- HEIGHT OF STRUCTURE
- SETBACK FROM HIGH WATER LINE
- ELEVATION SETBACK FROM SIDE AND REAR LOT LINES
- % INCREASE OF EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK
- COPY OF INTERIOR AND EXTERIOR PLUMBING PERMITS
- COPY OF DEED
- ELEVATION OF LOWEST FLOOR TO 100 YEAR FLOOD ELEVATION
- COPY OF ADDITIONAL PERMIT(S) AS REQUIRED
(See Page 5 of Application Form)
- SOIL EROSION CONTROL PLAN PROVIDED

CHECKOFF FOR FURTHER REVIEW:

- COPY OF FILE TO BOARD OF APPEALS IF VARIANCE OR SPECIAL EXCEPTION IS REQUIRED
- COPY OF FILE TO PLANNING BOARD IF PLANNING BOARD REVIEW IS REQUIRED

CHECK OFF FOR SITE VISITS BY CEO:

- PRIOR TO CLEARING AND EXCAVATION
- PRIOR TO FOUNDATION POUR
- PRIOR TO FINAL LANDSCAPING
- PRIOR TO OCCUPANCY

NOTE: WHERE THE SHORELAND ZONING ORDINANCE REQUIRES A VARIANCE, A CONDITIONAL USE, OR SPECIAL EXCEPTION BY THE BOARD OF APPEALS OR THE PLANNING BOARD, THEN THIS SPECIAL PERMIT SHALL BE COMPLETED BY THE APPROPRIATE BOARD AND ATTACHED TO THE SHORELAND PERMIT APPLICATION.

Appendix 2