

Good evening to the board,

I am writing this letter of hardship and submitting with my application to transfer the stove shop and office space at 20 Federal Road into residential single dwelling for my elderly mother.

She is currently in between homes because she was living in an unfit environment that was affecting her health and wellbeing. She removed herself from a hate filled and screaming environment to my sister's house where it is also not great living accommodations. She is isolated, can not get out for her needs, and the home is not fit for her lack of ability to move about. She also is dealing with excessive drinking and sadness. It is imperative that she move as soon as possible as her age is not young and she is looking to enjoy her life while she is here.

I would appreciate your attention to this matter, and I ask for your immediate approval at the meeting on June 15th, as there is minimal work to be done as shown on the floor plan. Therefore, if we get approval, she could move in sooner than later to get her out of her current unfit living status.

TOWN OF PARSONSFIELD Planning Board

634 North Rd, Parsonsfield, Maine 04047

PHONE: (207)-625-4558 FAX: (207)-625-8172 planning@parsonsfeld.org

Site Plan Review Application

Fees Paid: \$25.00 Application Fee and \$150.00 Escrow Fee

Date CEO Reviewed & Accepted: 5/31/22

Date Received by Planning Board Administrative Assistant: _____

Planning Board Administrative Assistant Signature: _____

Submission of Application: For the purpose of classification and initial discussion, project applicants, prior to submitting applicable Preliminary or Final Plan applications, shall submit Site Plan information to the CEO. An application for Site Plan Review will consist of eleven (11) sets of site plan maps (two full-size set and nine 11" x 17" sets) which include scale, north arrow, legend, abutters, and title block, and shall show existing and proposed lots or property lines, existing and proposed structures, roads, driveways, easements and/or rights of way and all other information as detailed in the Town of Parsonsfield Land Use and Development Ordinance, Article III: Site Plan Review. Applicant must also submit a list of all abutters, including those across a public or private right of way or across a town line. Approval of a Site Plan shall not constitute approval of a project and is merely authorization for the applicant to file a preliminary or final plan application.

Applicant(s): Name & Mailing Address
(If different from Owner)

Property Owner(s): Name & Mailing Address

Dawn Barrett
476 Ossipee trail
Porter Me 04068

David Gilpatrick
296 Spec pond rd
Porter Me 04068

Telephone: 207-831-2372

Telephone: 207-256-4128

Applicant's Signature: Dawn Barrett

Property Owner's Authorization (fill out only if applicant other than owner). The undersigned property owner hereby certifies that the information submitted in this application regarding the property is true, accurate, and complete and that the Applicant has full authority to request approval for this proposal.

Property Owner's Signature: _____

Site Location/Address #20 Federal Road, Parsonsfield

Tax Map# U4 **Lot#** 4 **Zoning District:** W1

Acreage of subject parcel: _____

Current Use of Property Office / Store Shop

Proposed Use of Property Residential - single Dwelling

Date of Action: Planning Board Meeting/Hearing: 6/15/22

Approval: _____ Denial: _____

If application is approved, the applicant is hereby authorized to submit a preliminary or final plan.

If Application Denied, Reason: _____

- 1) **Applicability:** This application applies to any proposed use listed in the Table of Permissible Uses which requires Site Plan Review.
- 2) **Submissions:** Applications must be submitted 15 days in advance of the scheduled meeting.
- 3) **Permits:** Attach any other applicable permits.
- 4) **Abutters:** Attach a list of names and addresses of abutting property owners. (Please complete the separate "Abutters List Form" with this application)
- 5) **Supplemental Information:** The Planning Board may require additional information.
- 6) **Approval Criteria:** In approving site plans, the Planning Board shall consider criteria as listed in the Land Use and Development Ordinance Site Plan Review article. Before granting approval, the Board shall make findings of fact that the provisions of this Ordinance have been met and that the proposed development will meet the guidelines of Title 30-A, MRSA, Section 4404, as amended.

NOTE: A Site Plan application must be approved unless in the judgement of the Planning Board the applicant is not able to meet one or more of the performance standards. Decisions of the Planning Board may be appealed in accordance with the provisions of the Ordinance.

- 7) **Site Plan Content:** Application must include the following exhibits and information. Please attach information on a separate sheet of paper or note that the item is not applicable and give a reason. (A=Attached or NA=Not Applicable)

General Submission Information:

- a) name and address of all property owners within 500 feet of edge of property line (Abutters List Form)
- b) sketch map showing general location of site within the Town
- c) boundaries of all contiguous property under control of owner/applicant regardless of whether all or part is being developed at this time
- d) copy of the deed to the property, option to purchase the property or other documentation to demonstrate right, title or interest
- e) name, registration number and seal of the land surveyor, architect, engineer and/or similar professional who prepared any plan

Existing Conditions:

- f) bearings and distances of all property lines of property to be developed and source of information
- g) location and size of any existing sewer and water mains, culverts and drains that will serve the development whether on or off the property, along with the direction of existing surface water drainage across the site
- h) location, names and present widths of existing streets and rights-of-way within or adjacent to the proposed development
- i) location, dimensions and ground floor elevations Above Ground Level (AGL) of all existing and proposed buildings on the site
- j) location and dimensions of existing driveways, streets, parking and loading areas and walkways on the site
- k) location of intersecting roads or driveways within 200 feet of site
- l) location of open drainage courses, wetlands, stands of trees, and other important natural features, with description of features to be retained and of any new landscaping
- m) location, front view, and dimensions of existing and proposed signs
- n) location and dimensions of any existing easements and ten (10) copies of existing covenants or deed restrictions

Proposed Development Activity:

- o) location of all building setbacks, yards and buffers, required by this or other Town Ordinances
- p) location, dimensions and ground floor elevations Above Ground Level (AGL) of all proposed buildings
- q) location and dimensions of proposed driveways, parking and loading areas, and walkways
- r) location and dimensions of all provisions for water supply and wastewater disposal
- s) direction and route of proposed surface water drainage
- t) location, front view, and dimensions of proposed signs
- u) location and type of exterior lighting
- v) proposed landscaping and buffering
- w) demonstration of any applicable State applications, or permits which have been or may be issued
- x) schedule of construction, including anticipated beginning and completion dates
- y) Space shall be provided on the plan for the signatures of the Planning Board and date, together with the following words, "Approved: Town of Parsonsfield Planning Board"

a.	Attached
b.	"
c.	"
d.	"
e.	Wayne Smith home improvements (207) 595-6011
f.	Attached
g.	Whats Know is attached
h.	Attached
i.	"
j.	"
k.	"
l.	n/A
m.	Attached
n.	n/A
o.	Attached on drawing
p.	n/A
q.	n/A existing
r.	n/A public water
s.	n/A
t.	n/A
u.	n/A
v.	n/A
w.	n/A
x.	-to begin immediately upon approval
y.	

01047

YDRO	FNAME1	LNAME2	FNAME2	NUM	STREET	MAPLOT	ADDRESS	TOWN	STATI
	ALC	c/o EPICO USA Inc.		10	FEDERAL RD	U04-001	PO Box 253	Parsonsfield	ME
	DAVID L.			20	FEDERAL RD	U04-004	PO BOX 343	PARSONSFIELD	ME
	RICHARD Z.			24	FEDERAL RD	U04-005	51 DEWAYNES WAY	GORHAM	ME
	PHILIP E			32	FEDERAL RD	U04-008	PO BOX 387	PARSONSFIELD	ME
	APRIL L. & MICHAEL S.			34	FEDERAL RD	U04-009	PO BOX 134	PARSONSFIELD	ME
	TODD S.			36	FEDERAL RD	U04-010	48 TEAR CAP ROAD	HIRAM	ME
	GEORGETTEE			40	FEDERAL RD	U04-011	PO BOX 408	LANSING	NY
	GEORGETTEE			40	FEDERAL RD	U04-011	10 MEADOW LN	MERICK	ME
	CLIFFORD G.	LCHAPMAN	PAMELA L.	35	FEDERAL RD	U04-023	267 MANCHESTER ROAD	STEEP FALLS	ME
	LESLIE M. & ROBERT S			31	FEDERAL RD	U04-026	126 FIRST COUNTY ROAD	PORTER	ME
	JANE			8	WADLEIGH ST	U04-028	8 WADLEIGH ST	PARSONSFIELD	ME
	KELLY J			12	WADLEIGH ST	U04-029	179 DEVEREUX RD	PARSONSFIELD	ME
	ROSE MARIE			16	WADLEIGH ST	U04-030	16 WADLEIGH ST	PARSONSFIELD	ME
	ANDREA J.			45	WADLEIGH ST	U04-037-A	PO BOX 133	PARSONSFIELD	ME
	STEPHEN			33	WADLEIGH ST	U04-038	13 WADLEIGH ST	PARSONSFIELD	ME
	PETER			27	FEDERAL RD	U04-040	PO BOX 601	PARSONSFIELD	ME
	TOWN OF			23	FEDERAL RD	U04-042	PO BOX 326	PARSONSFIELD	ME
	GEORGE E	WALKER	RUTH-ELIZABETH	15	FEDERAL RD	U04-043	634 NORTH RD	PARSONSFIELD	ME
	PATRICIA A			18	SUNNYDALE LN	U04-044	PO BOX 308	PARSONSFIELD	ME
	MERLE F			6	ELM ST	U04-045	6 ELM ST	PARSONSFIELD	ME
	GARRY L	DOOLEY	MARGE M	10	ELM ST	U04-046	40 ELM STREET	PARSONSFIELD	ME
	CHRISTOPHER	RAND	BOBBIE JO	14	ELM ST	U04-047	14 ELM ST	PARSONSFIELD	ME
	ROBERT D.	DEHMER	HLL H.	2	SUNNYDALE LN	U04-048	2 SUNNYDALE LANE	PARSONSFIELD	ME
	MILDRED W.			4	SUNNYDALE LN	U04-049	4 SUNNYDALE LN	PARSONSFIELD	ME
	DAVID J. & NANCY J			8	SUNNYDALE LN	U04-050	206 NEW SETTLEMENT RD	PORTER	ME
	DONALD		TRUSTEE OF MARY R. PIKE HOMESTEAD TI	17	ELM ST	U04-060	18 CLEMONS COVE	HIRAM	ME
	JAMES			13	ELM ST	U04-061	21 RURAL HILL	WINDHAM	ME
	ARTHUR E	MONTGOMERY	JOANNE	9	ELM ST	U04-062	88 GOULD STREET	WEST ROXBURY	MA
	JOHN M	MARSHALL	BILLY H		ELM ST	U04-063	252 BLUFF RD	YARMOUTH	ME

Abotters list to 20 Federal Rd Parsonsfield Me.

TOWN OF PARSONSFIELD Planning Board

634 North Rd, Parsonsfield, Maine 04047

PHONE: (207)-625-4558 FAX: (207)-625-8172 planning@parsonsfeld.org

ABUTTERS LIST FORM

(Make additional copies of this form as needed in order to submit a complete list.)

ABUTTER NAME(S): Stanley Building

MAILING ADDRESS: town

CITY/STATE/ZIP: _____

PROPERTY ADDRESS: _____

MAP # _____ LOT # _____

ABUTTER NAME(S): Richard Jiang/Dawn Barrett

MAILING ADDRESS: St Deunynes way

CITY/STATE/ZIP: Gorham Me 04038

PROPERTY ADDRESS: 24 Federal road

MAP # _____ LOT # _____

ABUTTER NAME(S): Kezar Hardware

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

PROPERTY ADDRESS: _____

MAP # _____ LOT # _____

ABUTTER NAME(S): Village Variety

MAILING ADDRESS: _____

CITY/STATE/ZIP: Parsonsfield

PROPERTY ADDRESS: _____

MAP # _____ LOT # _____

Copy to Tenant

Business / ~~RESIDENTIAL~~ LEASE AGREEMENT

THIS LEASE (the "Lease") dated this ~~29th day of June, 2017~~ August 1/2017

BETWEEN:

David L. Gilpatric

(the "Landlord")

- AND -

Dawn Barrett & Rodney Barrett

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the ~~house~~ Business, municipally described as 40 Federal Rd Parsonsfield, Maine _____ (the "Property"), for use as Business residential premises only.

- 2. No guests of the Tenants may occupy the Property, ~~for longer than one week~~ without the prior written consent of the Landlord.
- 3. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
- 4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
- 5. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

6. The term of the Lease commences at 12:00 noon on August 1/2017 ~~12:00 noon on June 29, 2017~~ to be renewed upon approval of landlord and tenant. and ends at 12:00 noon on June 29, 2017.

Rent

7. Subject to the provisions of this Lease, the rent for the Property is \$ 750.00 per month (the "Rent").
8. The Tenant will pay the Rent on or before the First Monday of each and every month of the term of this Lease to the Landlord at Mail Address 296 Spec. Pond Road, Maine _____ or at such other place as the Landlord may later designate by cash or check. Porter, ME 04808 make check out to David L. Gilpatric

Tenant Improvements

- 9. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - ~~d. installing a waterbed(s);~~
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - ~~g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.~~

10. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

*Fire Ins. will be kept on the Building by Landlord, any other insura
Attorney Fees is the responsibility of Tenant.*

11. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

12. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Maine.

Severability

13. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Maine (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
14. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

15. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

16. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

17. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

18. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
19. The Tenant will not engage in any illegal trade or activity on or about the Property.
20. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
21. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
22. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
23. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

24. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Lead Warning

25. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

b. Phone: 207-831-2372

27. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: David Gilpatrick

b. Address: 296 Spec Pond Rd Porter, Maine 04068

The contact information for the Landlord is:

c. Phone: 207 256 4128 cell

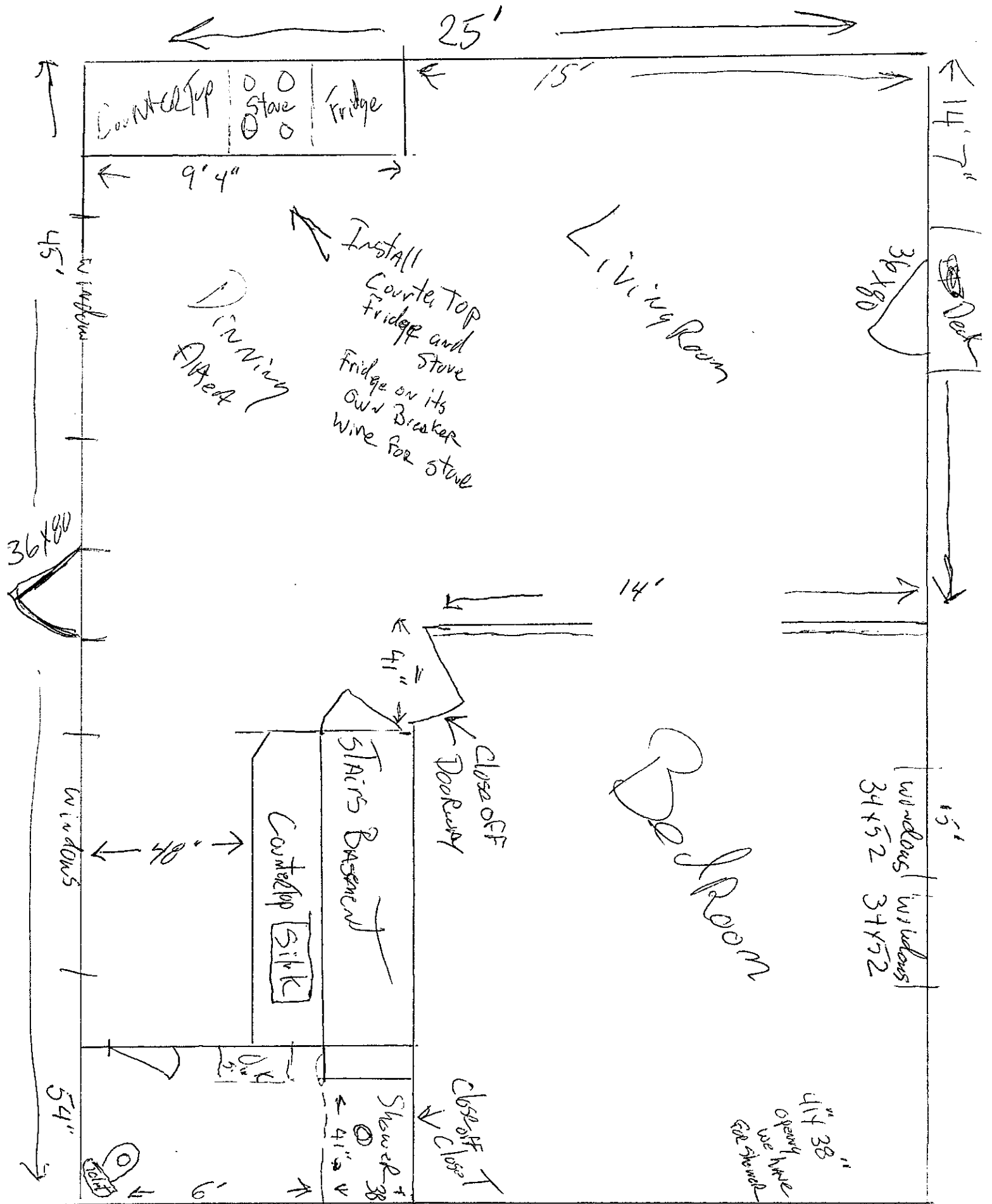
207 625 9121 Home Phone

General Provisions

28. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
29. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
30. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
31. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
32. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
33. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
- ~~in compliance with the Act.~~
34. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
35. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
36. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
37. This Lease constitutes the entire agreement between the Parties.
38. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
39. Time is of the essence in this Lease.

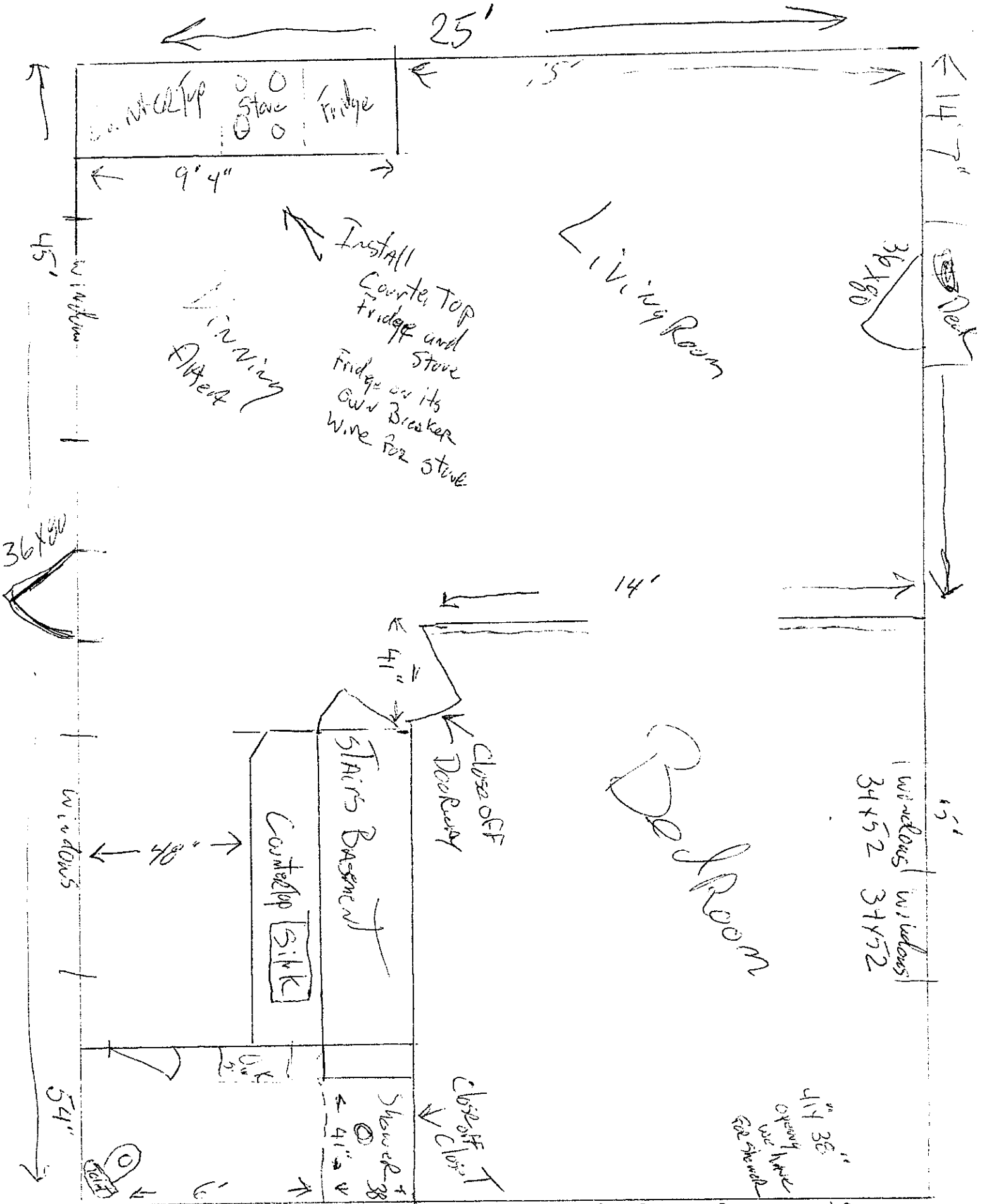
Landlord: David J Gilpatrick

Tenants Dawn Ballou



Proposed

- Close off
- Close off
- Close off
- Door w/ R/ Stairs
- Move Tab. q/wr side
- Show
- Install Stair
- Open w/ use h/w
- 41" 38"
- Close off
- Close off
- Close off



Proposed

- Closest
- Closest
- Install
- Shower
- Move To
- 9' x 5' 6"
- Closest
- Door w
- By Stairs

41" 38"
 Open
 use
 for shower

Closest
 Closets

Close Off
 Doorway

Install
 Counter Top
 Fridge and
 Stove
 Fridge on its
 own
 Breaker
 Wire for stove
 Living
 Area

