

Permit fee: _____
Date Paid _____
Receipt # _____

Town of Redfield
Readfield MAINE 04355

MAP 120 LOT 13

Planning Board

Land Use Permit Application

The undersigned applies for approval of the Readfield Planning Board as follows:

1. Applicant:

Safe Space Meeting House

26 Mill Stream Road
Readfield Maine

Agent:

Alexandra Twarog
Fayette Maine
207 320 0015

2. Land District: Rural Residential

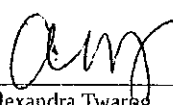
3. Property currently unused

4. Proposed use of the property and its development-

Community Center – A colonial restoration will provide a historic venue for cultural events and meeting place for residents, their relatives and friends. The members-only access will provide the necessary “safe” quality of association. It will help to create a community among those people who share common interests. The historic venue will be an ideal setting for cultural events.

5. Lot is irregular in size. It is approximately 2+/- acres

6. we plan no additional buildings.

Signed  _____
Alexandra Twarog

Land Use Permit Application Questionnaire:

1. a. Activities will be held indoor. Existing buildings have improved the scenic and natural beauty of the area which had been used for illicit and dangerous activities. An town easement is granted to the historic property. Citizens and tour buses regularly come to the property to view its natural beauty. We intend to maintain this property.
- b. The restored colonial building (c.a. 1770) is the only colonial building in Readfield and in Kennebec County. It is a landmark for the people of Readfield and will be available for viewing.
- c. none observed
- d. The town maintains an easement for this property. They have created a path which overlooks the stream and wetlands. This path connects to the town trail system.
- e. The town easement the wetlands

2. a. No permits are required.
- b. We intend to consider permits for activities common to other meeting house associations in Readfield. We are uncertain of which activities we will consider at this time. Those considerations will be the responsibility of a Safe Space Meeting House (SSMH) Activities Committee. That committee has not yet been formed. Any permits required for these the use of the building and activities of its members will be sought as the committee determines their relevance to our mission.
- c. Activities will conform to all local state and federal laws.

3. a. The property is developed. No further development is planned which would compromise the land, by storm water or soil erosion.
- b. Grasslands and foliage are designed to prevent storm water erosion.

4. The proposed activity should have little impact on Town services. SSMC activities will most likely be held in the evening and would not conflict with the recreational use of the town Mill Stream Park.

A study of Mill Stream Road and its use as a community center was made by the Readfield Fire Department and filed in 2018 with the Planning Board. It stated that there should be little problem with emergency access to the area. SSMC members will have access to an adjacent parking lot which can accommodate 35 cars. We would hope that the members will use this lot rather than on-street parking.

- 5.a. We have adequate financial resources to use and maintain this property.
- b. There will be no design or development of the property by SSMC.
- c. Board Members and officers have no history of violations of previous land use approvals.

6. The property is not located within any flood areas.

7. a. We intend no use of the adjacent wetland.
- b. we are aware of laws regulating use or activities within or on the wetland.

8. SSMC plans no activity which will rely on or impact groundwater. The sewage septic system is new and designed for our intended use.

9. a. We have not yet determined the activities which will be provided to our members. The committee designed for that purpose will determine those activities. The nature of our mission will include

activities in which members will gather for social and cultural evenings. These events may create some solid waste. We do not anticipate an excessive quantity of waste product.

b. Except for occasional use solid waste generated through the regular use of our members all waste will be removed by a contracted private waste company.

10. No

11.a. Member meetings and activities will be confined to hours when they are most commonly held by similar associations. We envision that the facility will be used during evening hours

b. The proximity of the adjacent mobile home is of some concern. We intend to insulate and sound proof the Barn walls closest to this home. At the request of the mobile home owner, the Barn owner constructed a \$2000.00 fence which the neighbor's requested to block noise. We may be able to create an additional acoustically buffered area using this fence.

Neighboring homes are 600 - 1000 feet distant from the Barn. This distance is greater than the distance from residential homes near organizations with similar activities.

12. N.A (slope of land, nature of the soils, vegetation)

13.a. Mill Stream

b. 80 feet

c. We intend no impact on the stream or water activities.

14. A new sewage system for the intended use has been designed, constructed and approved

15. We do not intend any use which will create storm water.

16. A new drilled well with 25 GPM is available.

17. The town easement to this property encourages continued public use of this facility . Our mission is to create a community resource for members, their relatives and those who support a safe, secure meeting place. With cooperation of the town, it is possible that the land currently designated as a parking area, continue to be used by members as well as the public who come to this area. The area below the mobile home may be designated as a no parking area except for delivery of supplies needed by SSMH. In that way the area adjacent to the stream may be kept free of debris, cars and a will guarantee a true recreation area.

18. access to the site will not be altered.

19. No

20. NA

21. Chief Lee Mank has reviewed the area in 2018. His findings were submitted to the Planning Board. He stated that use of the property did not prevent access by emergency vehicles. Nevertheless he did suggest that one side of Mill Stream Road (on which the mobile home sits) be declared "No Parking". That would give increased access to the area by emergency vehicles. This may be considered along with the collective use of the parking lot which is available at the entrance of Mill Stream Road.

Required Submittals

1. Attached: Tax map

2.

Mr. and Mrs. Harris
Old Kent's Hill Road

Mr. and Mrs. Cote

3. A Rental Lease for the property to be occupied

4. Map See #1 Map

5. Attached: A Rental Lease for the property to be occupied

6. N.A.

7 Map See #1 Map

8: Site Plan

a. n/a

b. Map See #1 Map

Safe Space Meeting House Bylaws

Article 1

The name of the corporation shall be Safe Space Meeting House. The Corporation may be conducted as Safe Space Meeting House.

Safe Space Meeting House (SSMH) is a public benefit non-profit corporation and shall be operated for rural and residential interests consonant with the Readfield LUO. It will also be operated for charitable purposes within the meaning of State of Maine public benefit non-profit charter.

SSMH's primary facility is the original mill building at Safe Space Meeting House Road in Readfield. This building which has been renovated is at the heart of the abandoned colonial industrial center of Readfield. Safe Space Meeting House is a non-commercial, voluntary association of persons. The clubhouse / meeting house is open to members and guests only.

Article 2. Mission and Powers

2.01 Mission

1. We support inclusivity, equality, community and the fundamental rights of all human beings. Readfield's **Safe Space – Meeting House [SSMH]** will provide a space for LGBTQ+ community to build professional and social connections in the community. Our effort intends to establish a "meet-up Space". It will be a "Safe" setting in which to share cultural interests, resources, and opportunities with people who share similar interests and concerns.

SSMH will model its community activity on civic outreach activities used by The Readfield Union Meeting House. The SSMH "meeting house" outreach will be dedicated to the arts as a primary link for community communication. It integrated within the Readfield community.

Our society is beset with uncertainty and anxiety. Readfield's SSMH is dedicated to providing community resources needed to help support LGBTQ+ community in Readfield. We advocate for laws and policies that will protect all peoples' rights and everyone's dignity. We work for a world where all people can enjoy their rights fully.

SSMH will provide the community with a **contemporary meeting house**. In Readfield history, the Grange, provided an informal place for the rural community to meet for discussions and social activities. The social meetings helped to create a place for discussions which led to the support of vital rural political and economic movements. SSMH will help identify Rural issues vital to sustaining and improving the rural life. Our goal is a modest rebirth of the rural Grange tradition for the LGBTQ+ community.

In addition: This meeting house will support

- local rural history at the Mill Stream historic area

Safe Space Meeting House revenue stream, contributions and income will be used for, but not limited to,

- explore opportunities and activities that engage LGBTQ+ community. Among them, folk art, crafts, music, local history, cooking, as well as singularly rural skill building building, hunting, fishing,
- provide items and services needed to maintain the historic property. The town requested and maintains an easement on the property. The easement opens this property for public use. Funding is required to maintain this property due the invitation of public.

2. Parks and Recreation – The Town of Readfield requested and Helen and Robert Bittar granted an easement to a large portion of their land at 26 Mill Stream Road to the town of Readfield. The Town of Readfield integrated SSMH /Bittar lands into the new Town Mill Stream Park and outdoor miles of trails. SSMH must maintain the property at SSMH to accommodate the public use of our property as a part of the Readfield Trail System. Trail use is constant and unmonitored. Consequently the easement property which the Town of Readfield integrated into its town park requires constant care. This Town Park is recreational facility used by many Readfield people. As with all public parks it requires maintenance. Broken bottles and other debris are found there and require regular maintenance.

The town has created a park, and integrated Bittar property within its park. The public is invited to use this land at 26 Mill Stream Road for unscheduled outdoor recreational activity. This park which is open to the general public, includes green strips, open space, seating/picnic grounds, and wildlife and nature preserves. There is no barrier or fence which separates the Town park and trail from the land and property owned by the Bittars. For this reason, it is necessary to create a safe and sanitary adjacent space for children and others who are drawn to the SSMH/ Bittar property. Support of these Readfield Town Park facilities include necessary auxiliary facilities (rest rooms as well as other health, rest and sanitary facilities for women and children). Activities will be used to subsidize the purchase of items needed for the maintenance of land and facilities required by the public use trail/path easement. The close proximity of the meeting house buildings and its facilities within the unmonitored town activities on our land requires support. The police have suggested installation of online 24 hour communications cameras and security equipment for maintenance and protection. (The buildings have already experienced extensive theft, debris, and vandalism at 26

Mill Stream Road.) Public recreational use of the Readfield Town Trail will require lighting along the path for safety during evening trail use, regular removal of trash, cutting of grass, maintenance of shrubbery, removal of dead trees and dangerous tree limbs.
an understanding and contribution of LGBTQ+ community to their expression of life, music and culture

Revenue Stream -

It is estimated that 26 Mill Stream Road was built on or about 1770. It is the only designated colonial building in Readfield. The Planning Board and other town officials have assisted the historic Union Meeting House. Union Meeting House has been granted an opportunity to create a limited revenue stream to support its activities. SSMH functions are similar. The Readfield Comprehensive Plan suggests that SSMH seek assistance of the Readfield Planning Board and other administrators. Administrators will be requested to guide and facilitate in placing 26 Mill Stream Road on the National Registry of Historic sites. Safe Space Meeting House will follow the example the Union Meeting House. The town has created a Town Park on Bittar land. SSMH site is integrated into the Readfield town Park and the Readfield trail system. The town invites the Readfield public to use the SSMH historic site. They sit on benches, picnic tables. Look at the surrounding beauty. Walk on SSMH land and use its facilities. It is one of the few destination places on the Readfield Town Trail System. It is a place where the SSMH Resources are available for water, use and maintenance of toilets, health and sanitary services related to the public town use of our land. Donations and activities will be required to defray the expenses required to maintain the safe and sanitary public use of the town easement. Our revenue stream will be required to support the town generated public use of SSMH land and facilities.

2.02 Powers

SSMH will engage in all activities necessary or incidental to developing an effective outreach center for LGBTQ+ community center. Those activities will be similar to those used by the Union Meeting House. SSMH will acquire, lease and take and hold by purchase, gift, devise or bequest, personal property and real estate not to exceed the amount limited by law and to use and dispose of the same for the purposes for which this corporation is organized.

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.03 Nonprofit Status and Exempt Activities Limitation

a. Nonprofit Legal Status. SSMH is a Maine non-profit public benefit corporation, organized and registered in Maine as a non-commercial corporation.

b. Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by a non-profit organization. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, Maine member or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

2.04 Distribution upon Dissolution.

Upon termination or dissolution of the SSMH any assets lawfully available for distribution to one (1) or more qualifying organizations described in Section 501 (c) (3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of the SSMH hereunder shall be selected in the discretion of a majority of the managing body of the corporation.

Article 3 Membership

3.01 No Membership Classes

The corporation shall have no members who have any right to vote in or title to or interest in the corporation, its properties and franchises.

3.02 Non-Voting Affiliates

The board of directors may approve classes of non-voting affiliates with rights, privileges and obligations established by the board. Affiliates may be individuals, businesses, or other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with the board policy shall have the authority to admit any individual or organization as an affiliate to recognize representatives of affiliates and to make determinations as the affiliates' rights, privileges and obligations. At no time

**Lease : Safe Space Meeting House
26 Mill Stream Road Readfield Maine**

The Landlord and Tenant agree to lease the building at 26 Mill Stream Road Readfield Maine 04355 the Rent for the Term stated on these terms: LANDLORD: Robert Bittar 309 Waugan Road, North Monmouth Maine 04265 TENANT: Safe Space Meeting House 1925 Main Street Fayette Maine 04349

Lease Term: Beginning October 1, 2020 Ending October 1, 2021 Rent \$4800 Monthly Rent \$400. Lease renewal will reflect the increased taxes, insurance, and cost of improvements to the property made by the landlord.

This lease is for use 26 Mill Stream Road as a public benefit non-profit corporation. This organization will use the property as a non-profit Meeting House/association as defined in the LUO. No commercial business is permitted.

Lease. 1. Lease begins October 1, 2020. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available.

2. Services: Tenant will supply: (a) heat (b) hot and cold water for bathroom and kitchen sink. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect, should be repaired by Tenant at Tenant's expense. Tenant must pay for all electric, gas, telephone and other utility services used in the air cooling or electrical systems due to accident, emergency, repairs, or changes until the work is complete.

3. Repairs and maintenance: Tenant must take good care of the building and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements. Tenant will repair the walkways and electrical connections outside the home. Tenant will maintain the grounds which includes mowing and keeping the grounds free of debris or broken branches and any additional impediments which may result from weather.

4. Alterations TENANT MUST OBTAIN Landlord's consent to install any paneling, flooring, "built-in" decorations, railings or make alterations or to paint or wallpaper the building. Tenant must not change the plumbing, ventilating, air-conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for, and shall remain with and as part of the building at the end of the Term. Landlord is not required to do or pay for any work unless stated in this Lease.

5. Fire, Accident, Defects, Damage Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the building cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the building is unusable. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty, Tenant is in default in any term of this Lease, the Lease is canceled, Landlord is not required to repair the building or Building.

6. Liability Landlord is not liable for loss, expense, or damage to any person or property. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests, or invitees.

7. Landlord may enter Landlord may, at reasonable times, enter the building to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants.

8. Assignment and Sublease Tenant must not assign this Lease or sublet all or part of the building or permit any other person to use the building. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default Section. Subordination This Lease and Tenant's rights are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind, and extensions of the mortgages or leases or Lender subordinate.

9. Condemnation If all of the building or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the building or Building. If any part of the building or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is canceled, Tenant must deliver the building to the Landlord on the Cancellation date

10. Tenant's duty to obey regulations. Tenant must, at Tenant's expense, promptly comply with all orders, rules, requests, and directions of all Governmental authorities, Landlord's insurers, Board of Fire Underwriters or similar groups. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, the Tenant must pay the increase as added rent.

11. Tenant's defaults and Landlord's remedies:

A. Landlord may give 5 day's written notice to Tenant to correct any of the following defaults:
Failure to pay rent on time. Landlord will not permit assignment of the Lease, subletting all or part of the building. Failure to fully perform any other term in the Lease. Tenant continues to be responsible for rent, expenses, damages, and losses.
If the Lease is canceled, or rent is not paid on time, or if Tenant vacates the building, Landlord may, in addition to other remedies, take any of the following steps: 1. Enter the building and remove Tenant and any person or property; 2. Use dispossession, eviction, or other lawsuit methods to take back the building.
B. If the Lease is ended Landlord may re-rent the building and anything in it for any Term. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money that Tenant owes.

Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant.

12. Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

13. End of Term At the end of the Term, Tenant must leave the building clean and in good condition, subject to ordinary wear and tear, remove all of Tenant's property and all Tenant's installations and decorations, repair all damages to the building and Building caused by moving, and restore the building to its condition at the beginning of the Term. Space "as is" Tenant has inspected the building and Building. Tenant states they are in good order and repair and takes the building "as is." Quiet enjoyment and habitability Subject to the terms of the Lease, as long as Tenant is not in default, Tenant may peaceably and quietly have, hold, and enjoy the buildings for the Term. Lessees shall maintain order in the building and shall not make or permit any improper or unnecessary noises or actions. Abusive noise is prohibited. Any disturbances or unlawful activities will constitute a default of the Lease. Landlord states that the building and Building are fit for human living and there is no condition dangerous to health, life, or safety. No commercial use is permitted.

Landlord's consent If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

This Lease is binding on Landlord and Tenant:

Any acts Landlord may do may be performed by Landlord's agent or employees.

14 Changes – This Lease may be changed only by an agreement in writing signed by each party.

15 Effective date – This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

16 TENANT PAYS FOR HEATING FUEL, ELECTRICITY, PHONE, CABLE, COOKING GAS .

17 RENT IS DUE ON THE FIRST DAY OF EACH MONTH.

18 AT THE TERMINATION OF THE LEASE, THE building MUST BE IN THE SAME CONDITION AS FOUND UPON OCCUPANCY. SIGNATURES: (LANDLORD AND TENANT SIGNED AS OF THE DATE AT THE TOP)

LANDLORD: _____ TENANT: _____

RULES AND REGULATIONS RIDER

Trash must be brought to the dump.

UTILITIES – Tenant will be responsible for arranging and paying for all utility services required on the premises, including HEAT, HOT WATER, and ELECTRICITY.

REPAIRS – Tenant is responsible for all repairs . It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes in the buildings without in each case, first obtaining the consent of the Landlord. Consent to a particular alteration, addition, improvement, or change shall not be deemed consent to or waiver of restrictions against alterations, or changes for the future. All alterations, changes and improvements built, constructed, or placed in the leased building by Tenant, will be the property of Landlord and remain in the leased building at the expiration of the Lease.

DRAINS –Toilets, sinks, and drains function properly . No sweepings, rubbish, rags, diapers, sanitary napkins, tampons, ashes or other destructive substances shall be thrown down the drains.

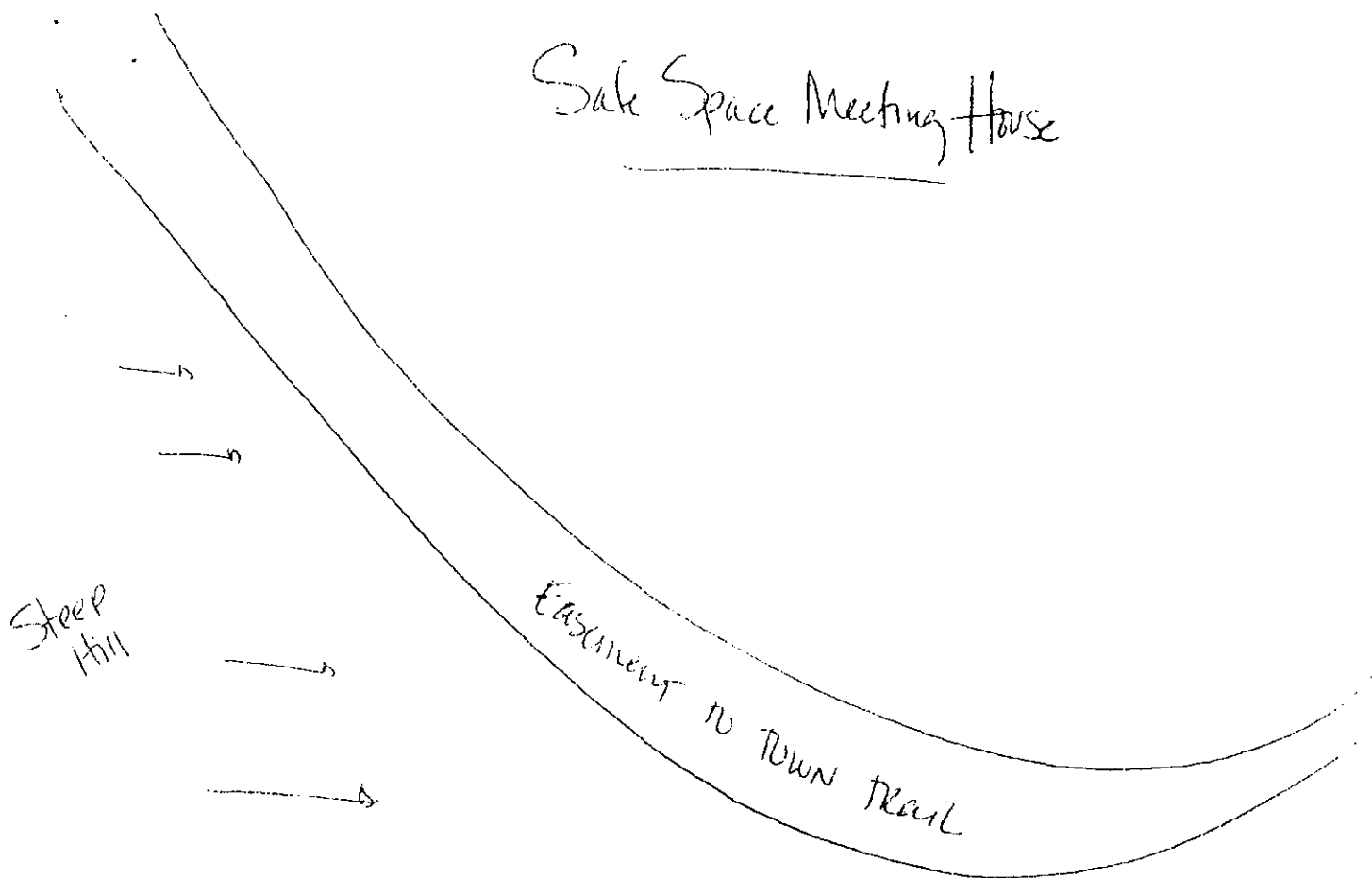
WALL HANGINGS – Tenant shall not drill holes in any walls. A reasonable number of mirrors and pictures may be hung on interior walls, provided proper picture hooks are used. Access must be allowed at all reasonable times with reasonable notice for unit inspection, repairs, alterations and improvements.

PAINTING – Tenant shall not redecorate, paint walls, or change locks without written consent of Landlord.

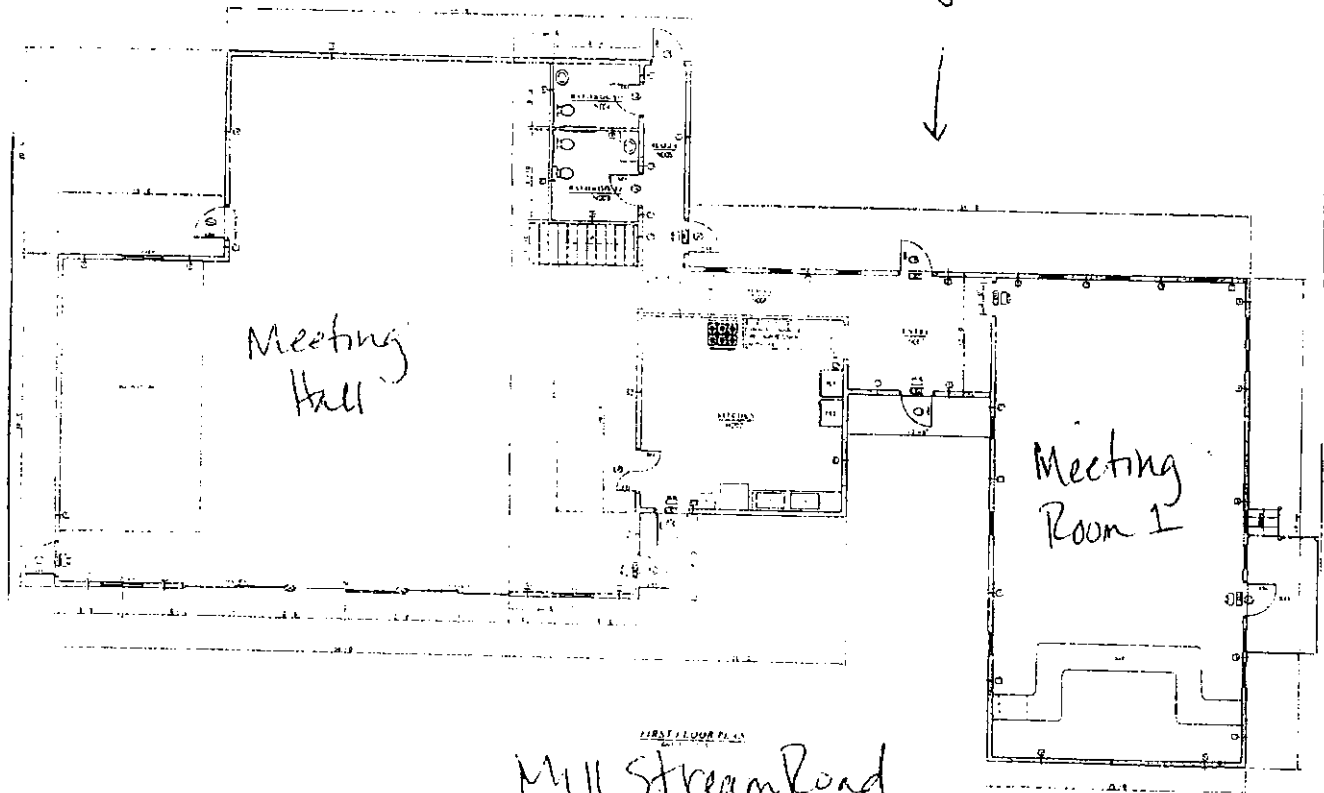
FLAMMABLES – Tenant shall not store gasoline, oil, or other flammable materials in the building or anywhere on the premises.

X _____ Initials Tenant has read and understands the terms and conditions of the above Lease agrees to ALL of the above. AGREED AND UNDERSTOOD BY: X _____ TENANT DATE X _____

Sale Space Meeting House



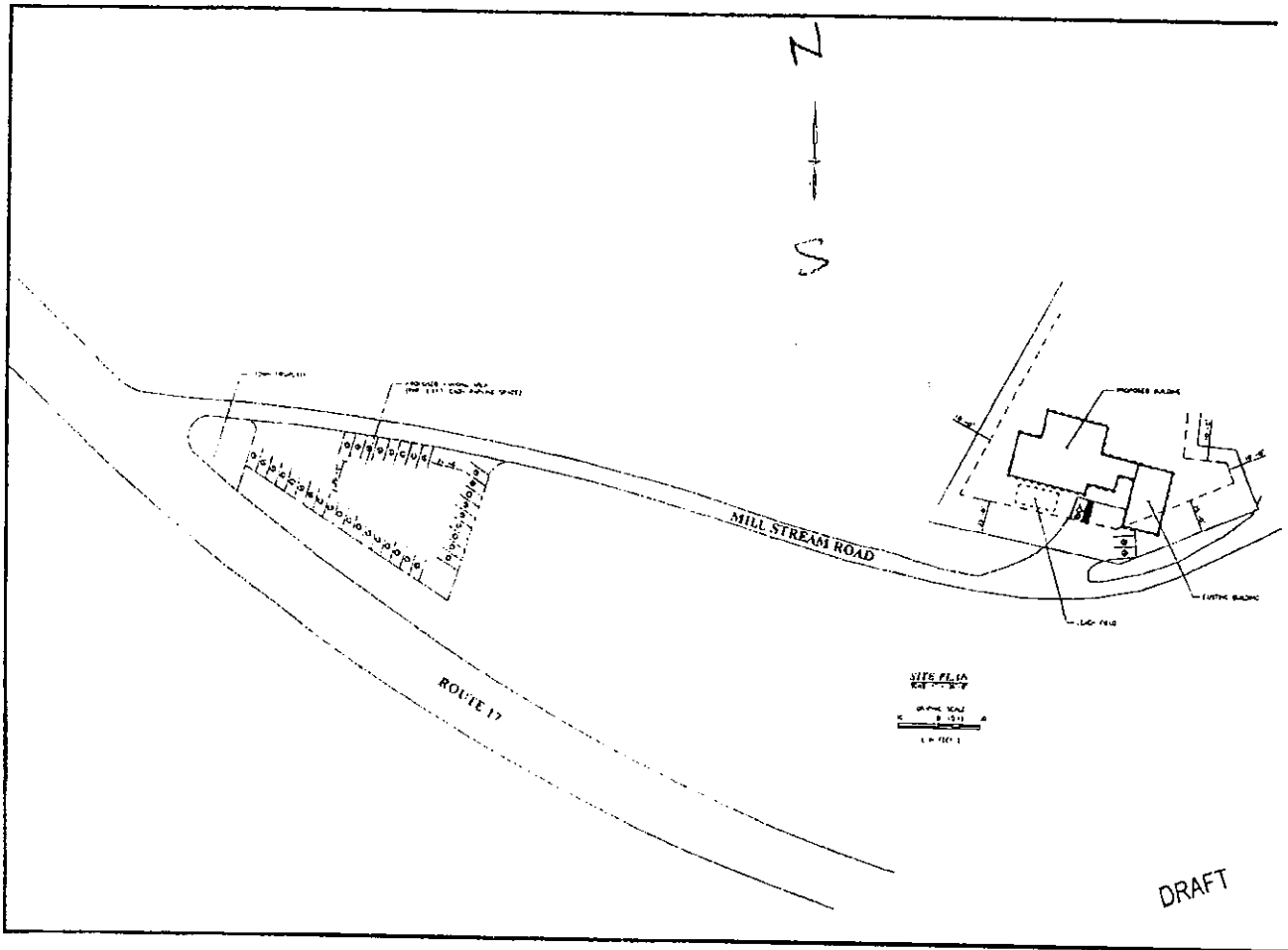
8'



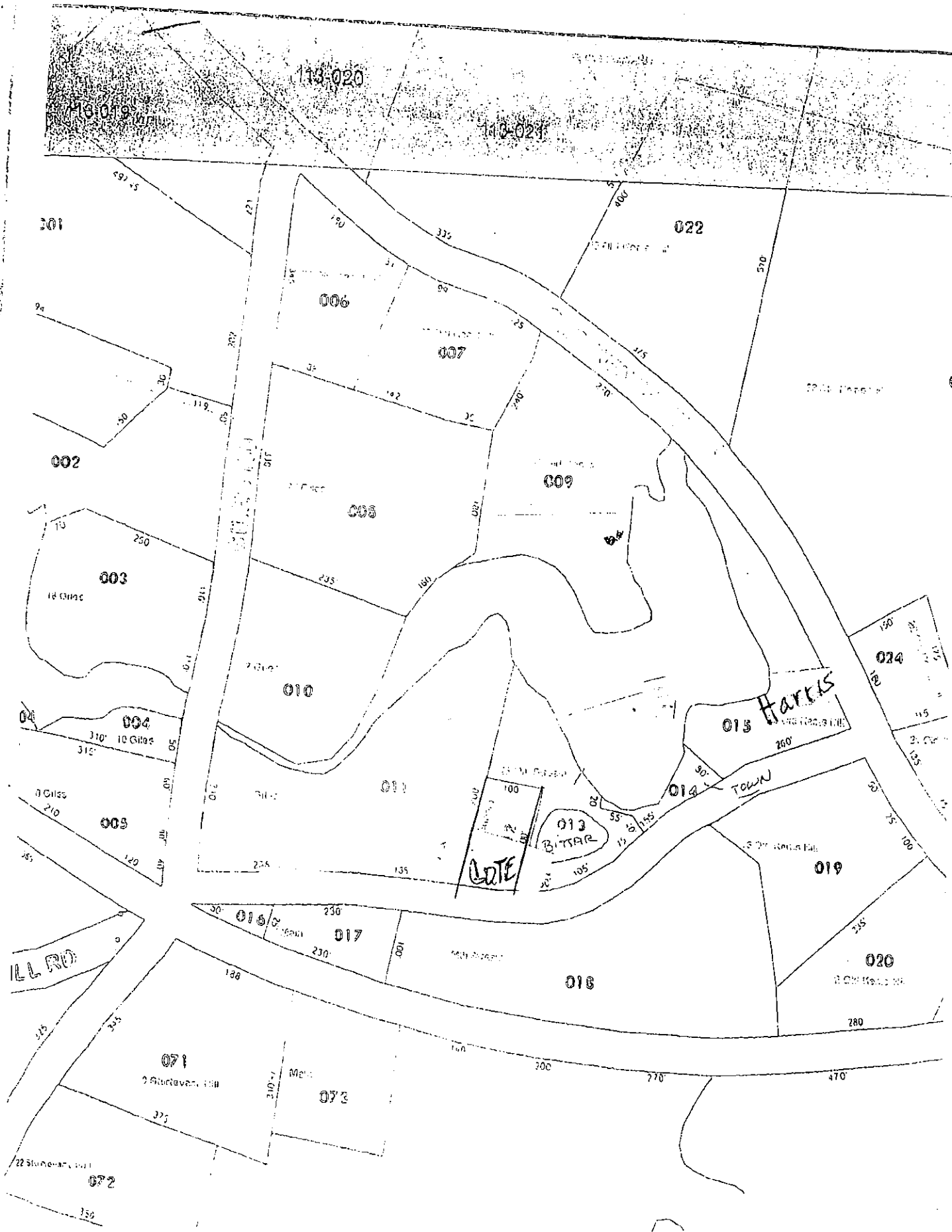
FIRST FLOOR PLAN

Mill Stream Road

DRAFT



20 M-4



Blank
Page

SSMH's Addendum to Land Use Permit Application
April 28, 2021

1. Contact Information:

Jed Davis Esq., attorney for SSMH, Jim Mitchell and Jed Davis, P.A., 86 Winthrop Street, Suite One, Augusta Maine 04330, 207-622-6339, jed@mitchellanddavis.com .

Applicant: Safe Space Meeting House, Alex Twarog; shall be contacted through Jed Davis' office.

2. Readfield has a diverse population of citizens of diverse genders, religious affiliations, nationalities and ethnic groups.

➤ **SSMH is proposing to:** Create a community center that will provide nonprofit, non-commercial activities and recreational opportunities for Readfield's diverse population of LGBTQ residents and other residents of diverse genders, religious affiliations, nationalities and ethnic groups, to be physically active, interact with, and support other LGBTQ residents. SSMH will create a space for LGBTQ and others to build their connections within the community. The membership will be limited to only those members who support and will help expand SSMH's mission in accordance with members' interests.

✓ **SSMH's application is substantially different than the one first submitted in 2020 as this application clarifies that SSMH will not engage in any commercial activities nor conduct any activities primarily for pecuniary gain, and that the SSMH will restrict its activities to conform to only those activities allowed within the Rural Residential zone.**

➤ **SSMH Activities Committee:**

• An Activities Committee, when formed, will consider its members' interests and applicability, feasibility, and SSMH's financial ability to support those activities. SSMH will not hold any activities that are substantially similar to retail or commercial businesses, "indoor theaters" or "civic centers" as SSMH's activities are expected to attract a select group of people to its nonprofit events.

• SSMH's activities will conform to the Land Use Ordinance for Rural Residential properties.

• 26 Mill Stream Road sits at the end of a dead end. We do not anticipate any impact on town services from member activities.

5. Cultural Events; General Public Access to a Community Center Activities

➤ **All Activities Planned by SSMH will be non-profit and non-commercial in nature**

➤ **All SSMH activities will be open ONLY to SSMH members and their invited guests.**

• Fine Arts Cultural Activities - Art shows -- (members' art shows, etc.); Private Craft shows -- Members' Fashions, Gold and Silversmith, Jewelry makers.

- Private music events open ONLY to members and their invited guests.
- Reading and Literature – reading of members’ writings, discussion and exploration of members’ works.
- Private dance events – Contra-dance, Swing, Salsa, Modern, Ballet etc. open ONLY to members and their invited guests.
- Private, nonprofit financial planning, business consulting and self-help events open ONLY to members and their invited guests.
- Small business consulting and startup discussions by professional volunteers – Learn how to set up a financial portfolio; how to set up a stock market investment club; provide SSMH mentorship program with business people to teach SSMH members about setting up and operating a business in Readfield.

Safe Space Meeting House Activities Open Only to Members and Invited Guests.

- SSMH will support Readfield's LGBTQ community and diverse population. SSMH property will provide a “safe space” for activities for its LGBTQ members, their invited guests and Readfield residents who support SSMH’s mission without fear of social prejudice and discrimination.
- SSMH’s membership will be offered to only those individuals who support SSMH’s mission. Its activities will be open only to members and their invited guests.
- SSMH is a community center – a building that will house SSMH’s voluntary association of persons who are organized for social, religious, benevolent, literary, scientific or political purposes; whose facilities are open to members and their guests only, and not the general public; and will not engage in any activities that are customarily carried on by a commercial business or for pecuniary gain.
- SSMH’s main purpose is to provide a common central place where members have the opportunity to socialize and engage in cultural, educational and recreational activities in a safe, inclusive environment.
- SSMH will create a positive, supportive and inclusive atmosphere that SSMH anticipates will become essential to the personal health and wellness of its Readfield community thereby reducing its members’ reliance on healthcare and other costly social services.
- In turn, SSMH members will be better able to support the local Readfield community by contributing to its overall growth and economic development while reducing demand on other social services.
- SSMH and its members will not render any goods or services primarily on a retail basis which are customarily carried on in a building specifically for that purpose, such as retail stores and in restaurants. SSMH’s revenue from any and all of its activities will be used to support SSMH’s nonprofit mission and pay for any maintenance and repairs to the 26 Mill Stream property.
- SSMH will maintain a membership list which will be closely monitored. Visitors to SSMH’s property will have their membership validated before being permitted access to SSMH facilities.

4. **35 Car Parking lot** - Use and access approved by new owner. Lease **attached**.

11. **Hours of Operation** -

Members' activities are expected to be held weekly, ending by 9:30 pm daily.
Occasional weekday activities may be scheduled for late morning, afternoon or evening.

14. **Septic System Design:** Design and specifications **Attached**

16. **DRINKING WATER attached**

This issue was addressed and resolved in 2017 with CEO Gary Quintal. In 2017 the Planning Board requested a Stop Work Order because they received a notification concerning a public water supply at 26 Mill Stream Rd. The 26 Mill Stream Rd water supply was inspected in 2016 by the Division of Environmental and Community Health Department, Drinking Water Inspector. The Inspector indicated that rural community centers may be exempt from public water supply requirements. The Maine Drinking Water Program provides a "Bottled Water PWS Exemption" for facilities not connected to a public/town water supply. The waiver is permitted for facilities where drinking water is not served from an on-site source of water. LA waiver was received for Drinking Water at 26 Mill Stream Road. SSMH must conform with PWS requirements and provide members with bottled water. No ice will be used which is made from the on-site water supply. The DPW waiver was received 11/17/17. A copy was submitted to CEO Quintal. He confirmed the waiver with the DPWS. Quintal and filed the waiver. The Planning Board was notified of the waiver. The Stop Work Order rescinded.

22. **Enforceable land use violations:**

There are no land use violations.

Past occupancy issues are not relevant to the SSMH application.

Robert Bittar is the owner and landlord of 26 Mill Stream Road property; Robert Bittar is not a member of SSMH.

The SSMH application and lease do not provide occupancy or usage by anyone other than SSMH members and staff.

Submittals

2. **Abutters**

lot 014 Town of Readfield
lot 009 Mr. Wilson, 37 Old Kent's Hill Road
lot 111 Ms. Ashy, 10 Giles Road

5. **26 Mill Stream Rd., Property Deed Attached**

8. **Site Plan – Attached**

- a. NA
- b. NA
- c. existing buildings
none proposed
- d. Mill Stream Road
- e. Mill Stream
- f. Town Easement
- g. water supply and waste water system
- h. NA
- I exterior lighting – building wall lights ; ground spot lights lighting the buildings
- j landscaping Plants fence
- k NA
- l deed restrictions NA

9. Other Permits:

The Fire Marshal's permit

Permit approved for installation of a Fire Safety Sprinkler System has been received. The Town has a copy.

No activities are planned at this time that would require permits.

14. Traffic movement

Because SSMH anticipates participation in its private activities to include only a select group of invited participants, traffic movement is not expected to exceed that which would be similar to residential gatherings of friends and family. Many SSMH activities will attract a very limited number of selected, invited participants.

16. Dimensional calculations

Dimensional calculations are the same as calculated for #5 of the questionnaire. (Cliff Buuck's letter said **#15** of the questionnaire)



TOWN OF READFIELD

8 OLD KENTS HILL RD. • READFIELD, MAINE 04355
TEL. (207) 685-4939 • FAX (207) 685-3420

Thursday, September 24, 2020

To: Ms. Alexandra Twarog
From: Jaime Hanson
Code Enforcement Officer
Town Of Readfield
Subject: Planning Board Application is Not Complete

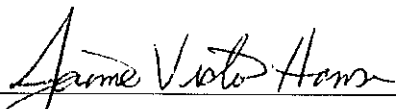
Ms. Twarog,

I received an application from you on August 25, 2020 for the Readfield Planning Board to consider the property at 26 Mill Stream Road for the Land Use: "Community Center, Club". I am writing to inform you that your application has been found by me to be incomplete. There are several answers to the questions listed in the Town of Readfield *Land Use Ordinance, Article 6, Section 3.C Review Criteria* that would require additional information to be considered.

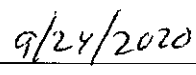
Additionally, the condition of 26 Mill Stream Road and the Land Use proposed there in your application is the same as on a previous application at that property, that was reviewed by the Planning Board. That application was denied on 06/27/2018. I understand that the denial was based primarily on the activities proposed not meeting the definition of "community center, club". The Board concluded that the activities proposed in the application are, in fact, "customarily carried on by a business or for pecuniary gain". This application is for the same zoning district, address and Owner, identified as Landlord Robert Bittar, and use. You included a copy of the "Safe Space Meeting House Bylaws" but the Safe Space Meeting House organization has not been formed, and the application does not adequately describe the use to be reviewed or allowed by the Planning Board.

Pursuant to Section 10 of the Board of Appeals Ordinance of the Town of Readfield (enacted June 13, 2017), you may appeal this decision to the Board of Appeals no later than October 26, 2020.

Sincerely,



Jaime V. Hanson, Code Enforcement Officer
Town of Readfield



Date:

Blank
Page

April 25, 2021

Mr. Clifford Buuck, CEO
Town Office Readfield

Dear Mr. Buuck,

I no longer have a copy the SSMH application submitted to the Readfield Planning Board August 25, 2020. The town has the original. Please send a copy of the original application to our legal representative Mr. Jed Davis at Mitchell and Davis in Augusta.

Since I no longer have a copy of the original SSMH application, the Mitchell and Davis law office prepared an application which was intended as my legal notification to your office to begin the Planning Board review of the original August 25 2020 SSMH application. That **March notice from my attorney** did not replace the original August 25, 2020 application. It was intended to begin the process of the SSMH application from the Town Office to the Planning Board for their review.

In October 2020, SSMH appealed to the Readfield Board of Appeals concerning the claim of discrimination against SSMH and its LGBTQ mission. The town CEO rejected the SSMH application to the Planning Board. He requested no information and claimed it was "incomplete" and denied it as invalid.

The SSMH appeal was reviewed by Chair of the Readfield Board of Appeals, Mr. Bickerman, his decision is attached.

"The **CEO shall make a preliminary determination** of whether or not an application for **site review is complete, but the Planning Board has the authority to make the final decision concerning completeness.**" Mr. Bickerman advised the town office to submit our application to the Planning Board to resolve outstanding issues.

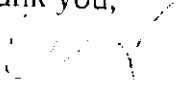
After 8 months, the Town of Readfield has not followed legal directives of Mr. Bickerman, Appeals Board Chairman. The town delayed to submit the SSMH application permit to the Planning Board while at the same time, a new town ordinance was written to declare the SSMH use of the Mill Stream Road property as illegal.

Documents you requested were submitted to other CEOs, approved and filed in the town office. Duplicates are attached. All questions you ask were answered and are attached to this mailing.

The SSMH Application is dated August 25, 2020 - 8 months ago. Please deliver the SSMH application to the Planning Board for consideration at their next meeting.

The Town proposes a June 8 vote to approve a new town law that declares Mill Stream Road no longer a legal place for our Community Center. We hope to speak with members of the Planning Board concerning the SSMH application as soon as possible.

Thank you,



Alex Twarog
SSMH President

Board of Appeals

----- Forwarded message -----

From: **Peter Bickerman** <pbickerman@gmail.com>

Date: Monday, November 2, 2020

Subject: Application of Safe Space Meeting House

To: Travis Gould <ceo@readfieldmaine.org>, wilynails@gmail.com

Cc: Holly Rahmlow <holly@tc2.net>, Fran Zambella <frananz@aol.com>, clif_buuck@yahoo.com, Henry Whittemore <henry.whittemore@gmail.com>, Will Gagne Holmes <willbgh@gmail.com>, John Blouin <JohnBlouinRealtor@gmail.com>, Eric Dyer <manager@readfieldmaine.org>

Dear CEO Hanson and Ms. Twarog,

I am sending this email to you in my capacity as Chair of the Town of Readfield Board of Appeals. Recently the Board of Appeals received copies of correspondence from the Town's CEO to Ms. Twarog dated September 24, 2020 and October 22, 2020, concerning the application of an organization called Safe Space Meeting House (hereinafter SSMH) seeking to operate a social club or community center at 26 Mill Stream Road.

Please be advised that, notwithstanding the final paragraph of CEO Hanson's letter of September 24, the Board of Appeals lacks jurisdiction to consider an appeal from a preliminary determination by the CEO that the pending application is incomplete.

Article 6, Section 3 of the Land Use Ordinance of the Town of Readfield (hereinafter LUO) governs proposed activities that require site review by the Town's Planning Board. An application to operate a social club or a community center in the Rural Residential Zone requires site review and approval. See the Table of Uses in Article 7 of the LUO. Article 6, Section 3(B)(2) of the LUO states that the CEO shall make a preliminary determination of whether or not an application for site review is complete, but the Planning Board has the authority to make the final decision concerning completeness.

Accordingly, if the CEO and SSMH cannot reach an accord regarding the completeness of the application, SSMH could ask the Planning Board to decide whether or not the application is complete. In the event that the Planning Board were to decide that the SSMH application is incomplete, or if the Planning Board were to consider the application on its merits and reject it, then SSMH could appeal that determination to the Board of Appeals.

Please understand that, aside from clarifying the issue of jurisdiction, the Board of Appeals is not expressing an opinion regarding any of the statements contained in the SSMH application or the CEO's letters.

Sincerely,

Peter Bickerman
Chair, Board of Appeals

APPENDIX B

BOTTLED WATER PWS EXEMPTION FORM

This form is used to record the details of where bottled water will be used at a transient eating facility or convenience store to prevent regulation as a public water system. See Appendix A for determining who is eligible for a Bottled Water Exemption. This form is filled out by a Division of Environmental Health Inspector and establishment contact or owner.

Establishment Name: Readfield Country Club/Emporium

Address: (Street & Town/City) 26 Mill Stream Road Readfield, ME 04265

WSID# (if applicable) ME1092574 EST ID# (if applicable): _____

Dept of Ag ID # (if applicable): _____

Division of Environmental Health Inspector Name: _____

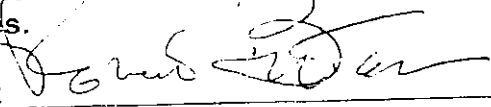
Contact Individual/Owner:

Name: Bob Bittar Telephone Number: 207-933-4965

Describe how bottled water will be used at this transient eating facility or convenience store as a method of avoiding serving water to the public from an on-site source of water:

Provided for drinking purposes, bagged ice bought off site and no cups provided near restrooms.

Maine law (17-A MRS453) makes unsworn falsification a Class D crime, punishable by up to 364 days of incarceration or up to a \$2000 fine (or both). You are guilty of unsworn falsification if you make any written false statement with the intent to deceive a public servant in the performance of his official duties.

Establishment Owner/Contact Signature: 

Date: 11/17/17

Submit completed form to the DWP PWS Inspection Team Manager. This form shall be kept on file with the Maine Drinking Water Program.

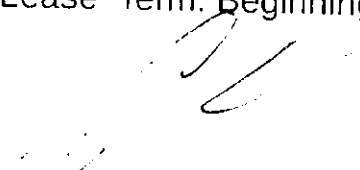
LEASE mill stream road parking lot Readfield maine

I Alexis Bittar of 35 Willow Street Brooklyn own Map 120 lot 017 on Mill Stream Road in Readfield. Safe Space Meeting House, a non profit organization has requested use of the parking lot which I own. Rent for use of the property is \$10/year.

I provide written permission to Safe Space Meeting House and their members and other tenants who rent 26 Mill Stream Road Readfield Maine to use the parking lot Map 120 lot 017 on Mill Stream Road which I own during their tenancy of 26 Mill Stream Road for their use for the duration of their tenancy at 26 mill Stream Road.

I have received the rental fee this day.

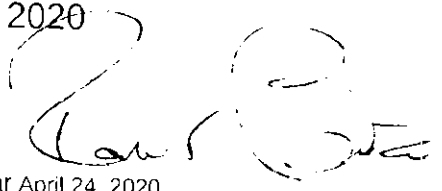
Lease Term: Beginning june 1, 2021



Alexis Bittar

April 24, 2020

Witness



Robert Bittar April 24, 2020

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

10/23/2014

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, SMS 11
(207) 287-5689 FAX (207) 287-3165

PROPERTY LOCATION

» Caution: Permit Required - Attach in Space Below «

City, Town, or Plantation **READFIELD**

Street or Road **26 MILL STREAM ROAD**

Town/City _____ Permit # _____
Date Permit Issued / / fee: \$ _____ Double fee charged

Subdivision Lot # _____ P.L. # _____
Local Plumbing Inspector Signature _____

OWNER/APPLICANT INFORMATION

Name (last, first, MI) **B STAR ROBERT** Owner Applicant

Mailing Address of Owner/Applicant **309 WALGAN ROAD
MONMOUTH MAINE 04265**

The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.

Daytime Tel # **207-933-4265** Municipal Tax Map # **120** Lot # **13**

Owner or Applicant Statement

Caution: Inspection Required

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.

I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.

Signature of Owner or Applicant _____ Date _____ Local Plumbing Inspector's Signature _____ (1st) Date Approved _____
_____ (2nd) Date Approved _____

PERMIT INFORMATION

TYPE OF APPLICATION

- 1 First Time System
- 2 Replacement System
Type Replaced: _____
Year Installed: _____
- 3 Expanded System
 - a <25% Expansion
 - b >25% Expansion
- 4 Experimental System
- 5 Seasonal Conversion

THIS APPLICATION REQUIRES

- 1 No Rule Variance
- 2 First Time System Variance
 - a Local Plumbing Inspector Approval
 - b State & Local Plumbing Inspector Approval
- 3 Replacement System Variance
 - a Local Plumbing Inspector Approval
 - b State & Local Plumbing Inspector Approval
- 4 Minimum Lot Size Variance
- 5 Seasonal Conversion permit

DISPOSAL SYSTEM COMPONENTS

- 1 Complete Non-Engineered System
- 2 Primitive System (graywater & oil toilet)
- 3 Alternative Toilet, specify _____
- 4 Non-Engineered treatment tank (only)
- 5 Holding Tank, _____ Gallons
- 6 Non-Engineered Disposal Field (only)
- 7 Separated Laundry System
- 8 Complete Engineered System (2000 gpd or more)
- 9 Engineered Disposal Field (only)
- 10 Engineered Disposal Field (only)
- 11 Pre-treatment, specify _____
- 12 Miscellaneous Components

SIZE OF PROPERTY

2± sq. ft. acres

DISPOSAL SYSTEM TO SERVE:

- 1 Single Family Dwelling Unit, No. of Bedrooms **4**
 - 2 Multiple Family Dwelling, No. of Units _____
 - 3 Other _____ specify _____
- Current Use Seasonal Year Round Undeveloped

SHORELAND ZONING

Yes No

TYPE OF WATER SUPPLY

- 1 Drilled Well 2 Bog Well 3 Private
- 4 Public 5 Other _____

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

- Concrete HEAVY DUTY
 - a Regular
 - b Low Profile
- 2 Plastic 1000 GAL
- 3 Other GREASE TRAP & CAPACITY **000** gallons

DISPOSAL FIELD TYPE / SIZE

- 1 Stone Bed 2 Stone Trench
- 3 Proprietary Device
 - a Cluster Array b Linear
 - c Regular Load (20' dia. - 20' long)
 - 4 Other ENPROBERTIC
- SIZE **420** sq. ft. 12' x 35'

GARBAGE DISPOSAL UNIT

- No 2 Yes 2 Maybe
- If Yes, Or Maybe Specify one below
 - a multi-compartment tank
 - b _____ tanks in series
 - c increase in Tank Capacity
 - d Filter on Tank Outlet

DESIGN FLOW

360 gallons per day

BASED ON:

- 1 Table 4A (swelling unit(s))
 - 2 Table 4C (other facilities)
- SHOW CALCULATIONS FOR OTHER FACILITIES

SOIL DATA & DESIGN CLASS

PROFILE CONDITION **1C**
at Observation Hole # _____
Depth **40**
OF MOST LIMITING SOIL FACTOR _____

DISPOSAL FIELD SIZING

- 1 Medium - 2.8 sq. ft./gpd
 - 2 Medium-Large - 3.3 sq. ft./gpd
 - 3 Large - 4.1 sq. ft./gpd
 - 4 Extra Large - 5.0 sq. ft./gpd
- (ITEM NUMBERS ARE USED FOR DATA ENTRY PURPOSES)

EFFLUENT/EJECTOR PUMP

- 1 Not Required
 - 2 May Be Required
 - 3 Required
- Specify only for engineered systems
Dose: _____ gallons

3 Section 40 (meter readings)
ATTACH WATER-METER DATA

LATITUDE AND LONGITUDE

Lat. **44** d **23** m **19.10** s
Lon. **59** d **58** m **24.83** s
2003 state boundary of _____

SITE EVALUATOR STATEMENT

CERTIFY that on **7/26/15** (date) completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

George A. Courbron
Site Evaluator Signature

EE

REvised 9/23/15

GEORGE A. COURBRON

946-4480

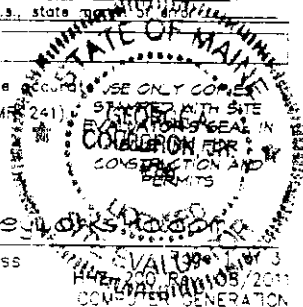
george@maine.gov

Site Evaluator Name Printed

Telephone Number #

E-mail address

NOTE: Changes to or deviations from this design and plan are allowed by the Site Evaluator



SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
 Division of Environmental Health, STS
 (207) 287-5689 FAX (207) 287-3165

Town, City, Precinct
READFIELD

Street, Road, Subdivision
26 MILL STREAM ROAD

Owner or Applicant Name
ROBERT BITTAR

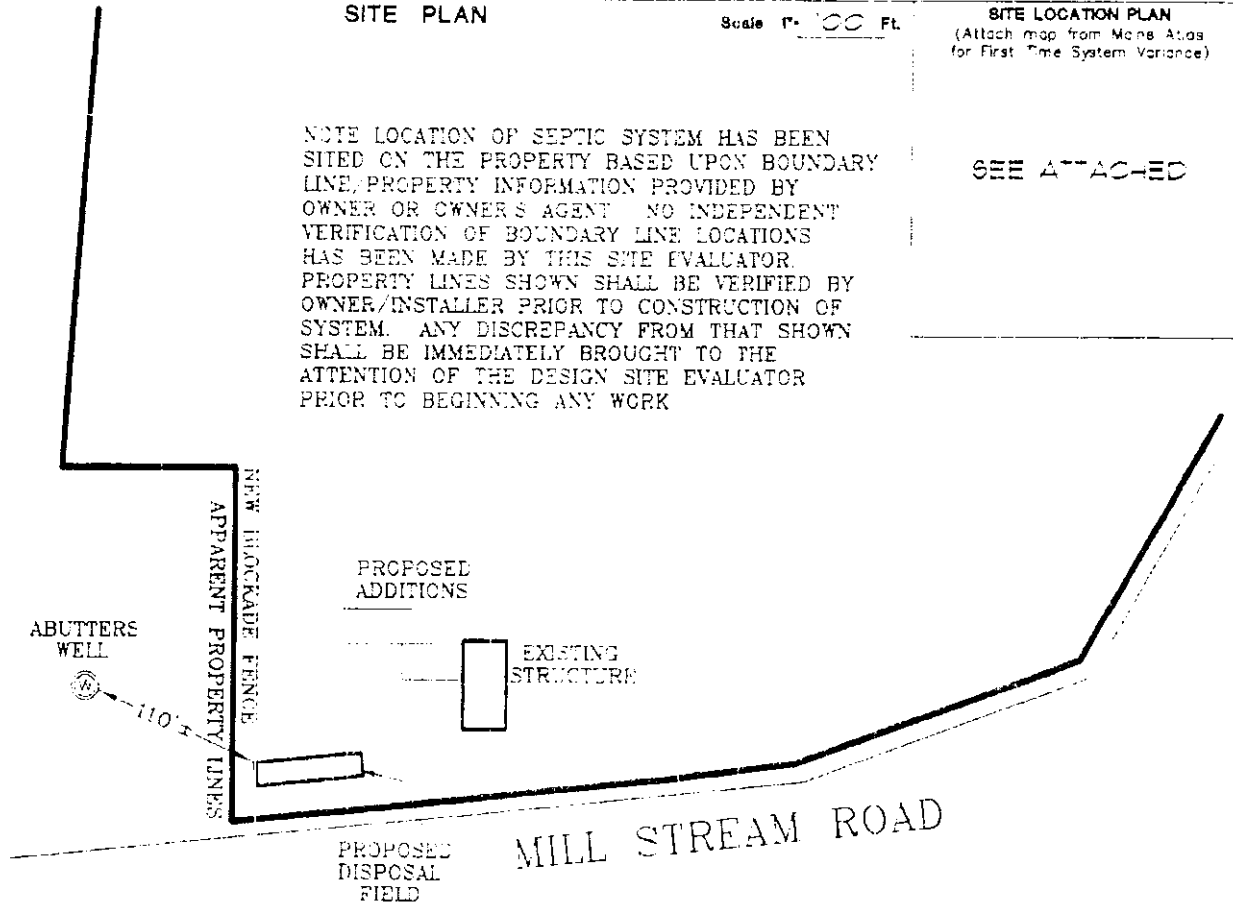
SITE PLAN

Scale 1" = 100 Ft.

SITE LOCATION PLAN
 (Attach map from Maine Atlas
 for First Time System Variance)

SEE ATTACHED

NOTE LOCATION OF SEPTIC SYSTEM HAS BEEN SITED ON THE PROPERTY BASED UPON BOUNDARY LINE, PROPERTY INFORMATION PROVIDED BY OWNER OR OWNER'S AGENT. NO INDEPENDENT VERIFICATION OF BOUNDARY LINE LOCATIONS HAS BEEN MADE BY THIS SITE EVALUATOR. PROPERTY LINES SHOWN SHALL BE VERIFIED BY OWNER/INSTALLER PRIOR TO CONSTRUCTION OF SYSTEM. ANY DISCREPANCY FROM THAT SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DESIGN SITE EVALUATOR PRIOR TO BEGINNING ANY WORK.



SOIL PROFILE DESCRIPTION AND CLASSIFICATION

(Location of Observation holes Shown Above)

Observation Hole Test Pit Boring
 Depth of Organic Horizon Above Mineral Soil

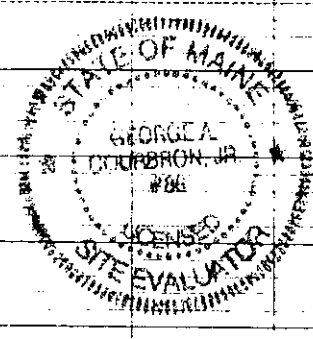
Texture	Consistency	Color	Mottling
	FRIABLE	BROWN	
	SOME THIN		
	FIRM LAYERS		
MIXED HORIZONS AND THIN LAYERS OF FINE LOAMY SANDS, COARSE SANDS AND GRAVELS	TO BE REMOVED	LIGHT BROWN	
		BROWN	
		SH-	
		OLIVE	
		BROWN	
	FIRM		

Soil Classification	Slope	Limiting Factor	<input type="checkbox"/> Groundwater
7 C 3		40"	<input type="checkbox"/> Restrictive Layer
Profile Condition Percent		Depth	<input type="checkbox"/> Bedrock

Observation Hole Test Pit Boring
 Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
A SECOND PIT SHOWED SAME RESULTS			

Soil Classification	Slope	Limiting Factor	<input type="checkbox"/> Groundwater
			<input type="checkbox"/> Restrictive Layer
Profile Condition Percent		Depth	<input type="checkbox"/> Bedrock



George A. Coulbron
 Site Evaluator Signature

EE
 5/11

REvised 4/23/05
 730.5
 Date

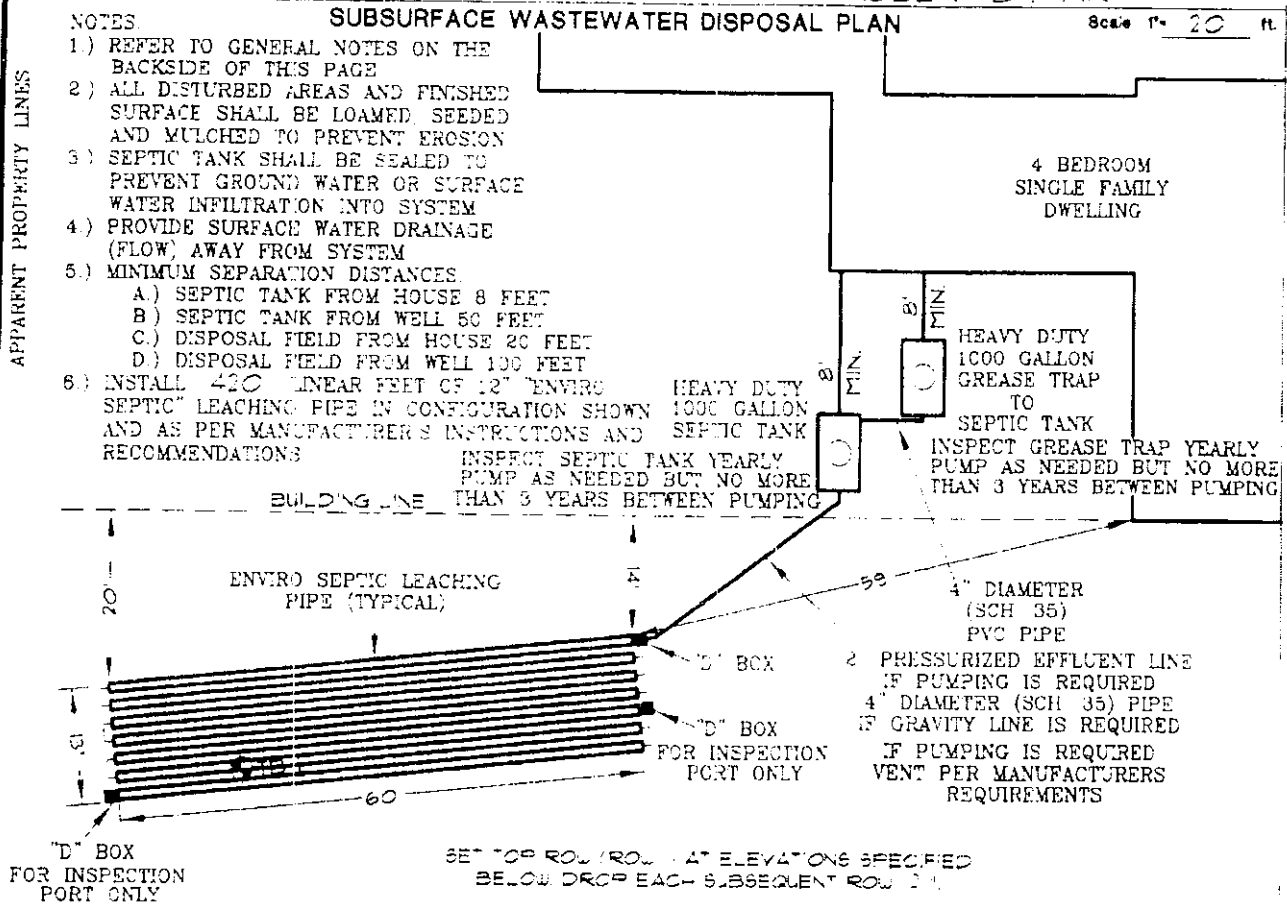
SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Vermont Department of Human Services
Division of Environmental Health, STS 11
(207) 297-5689 FAX (207) 287-3185

Town, City, or Plantation
READFIELD

Street, Road, Subdivision
26 MILL STREAM ROAD

Owner or Applicant Name
ROBERT BITTAR



BACKFILL REQUIREMENTS

CONSTRUCTION ELEVATIONS

ELEVATION REFERENCE POINT

Depth of Backfill (upslope) 6
Depth of Backfill (downslope) 8
DEPTHS AT CROSS-SECTION (SHOWN BELOW)

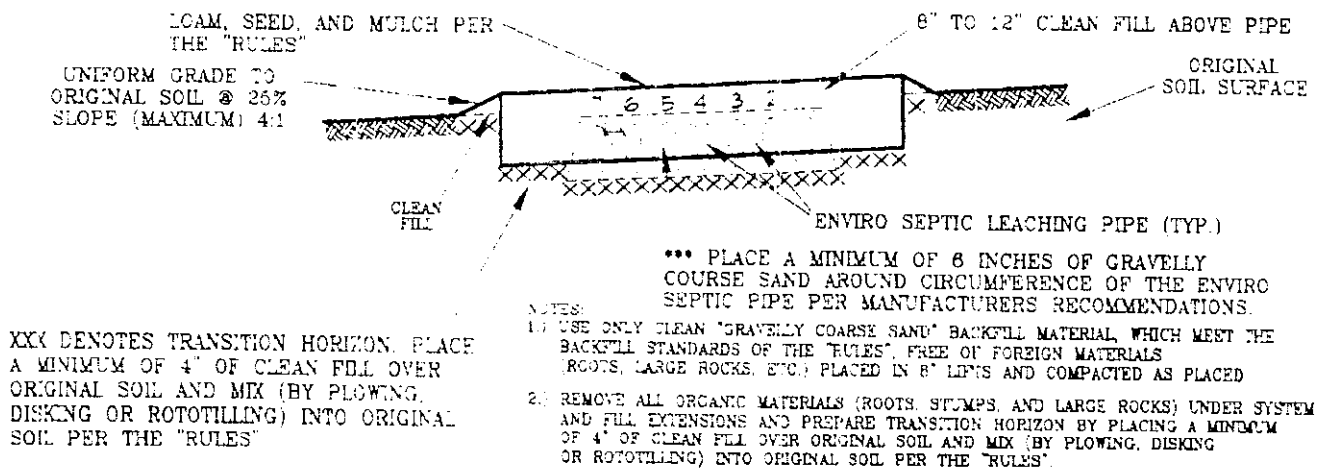
Finished Grade Elevation -66
Top of Distributor Pipe or Proprietary Device -78
Bottom of Disposal Field -80

Location & Description NAIL SET 63" ABOVE FOUNDATION IN BUILDING CORNER
Reference Elevation Is: 0.0' on

All depths may vary due to uneven ground contour.

DISPOSAL AREA CROSS SECTION

Vert Scale 1" = 5' ft.
Horz Scale 1" = 0' ft.



George A. [Signature]
Site Evaluator Signature

23
55 -

REVISED 9/28/15
7/30/15
Date

Page 3 of 3
TBE-203 Rev. 8/09
(COMPUTER GENERATED)

Site Plan

Plants
Trees

Mill

50' FENCE
TO ROAD

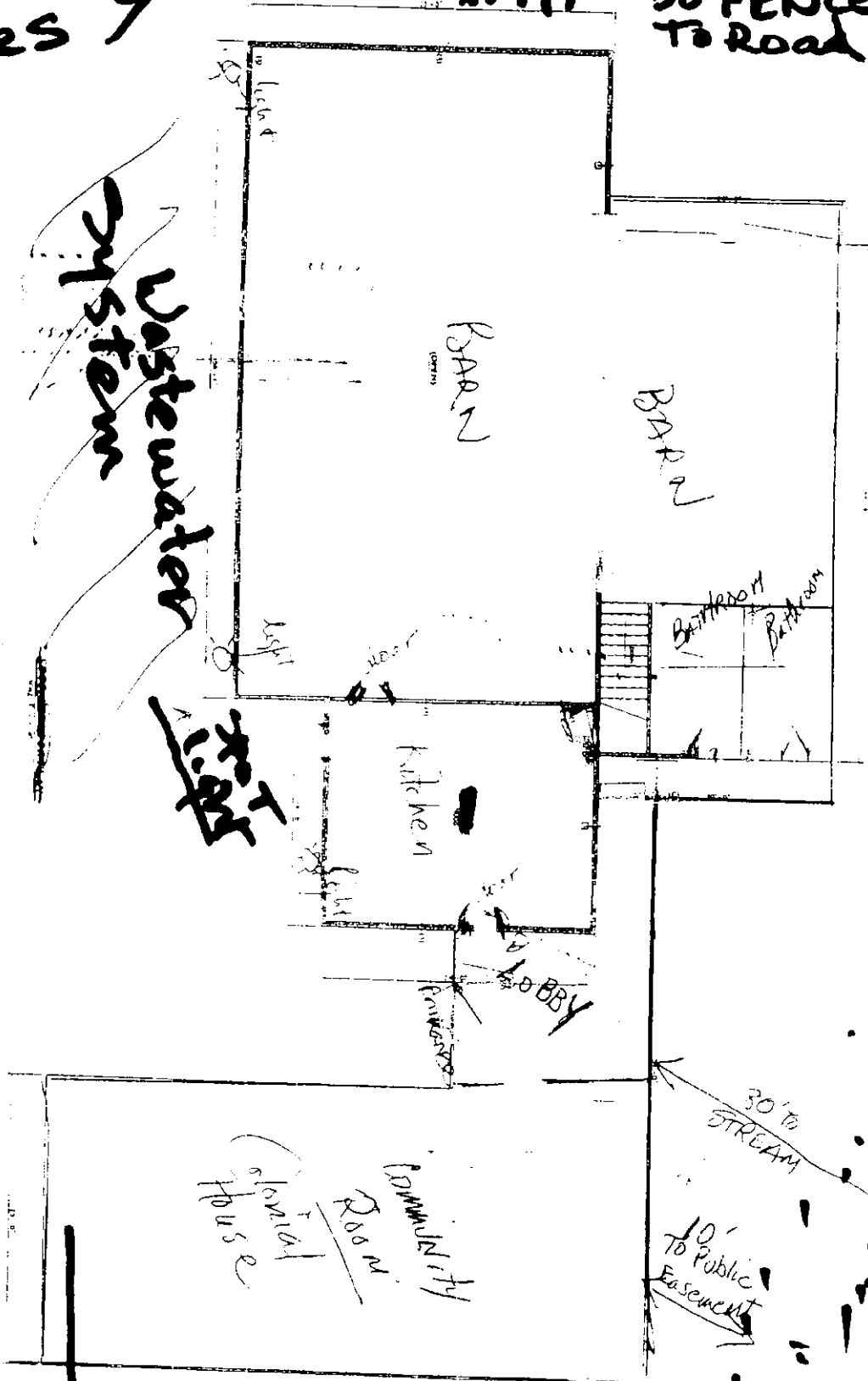
Wastewater
System

Mill Stream Rd

Tree

700' Town Easement

STREAM



Plants

READFIELD COUNTRY CLUB
READFIELD ME

DAVID W. LANDMAN R.A.
16 CONTE LANE
WINDSOR, ME 04093

Handwritten notes and scribbles at the bottom left corner, including the word 'WELL' and some illegible markings.

WARRANTY DEED

26 Mill Stream, Readfield, Maine

ROBERT W. BITTAR and **HELEN M. BITTAR**, having a mailing address of 309 Waugan Road, North Monmouth, Maine 04265, for consideration paid, GRANT to **ROBERT W. BITTAR** and **HELEN M. BITTAR**, as Trustees of **THE ROBERT BITTAR AND HELEN BITTAR REVOCABLE LIVING TRUST u/a dated March 24, 2015**, having a mailing address of 309 Waugan Road, North Monmouth, Maine 04265, with *Warranty Covenants*, the following described real property:

A certain lot or parcel of land, with the buildings thereon, and contents therein, located in Readfield, County of Kennebec and State of Maine, and bounded and described as follows:

Beginning at a point on the northerly side line of the Mill Stream Road, so called, said point being the southeasterly corner of land now or formerly Roland & Phyllis Cote (Bk. 2600, Pg. 122):

Thence generally northerly along the easterly line of land now or formerly said Cote about two hundred (200) feet to a point:

Thence generally westerly parallel to Mill Stream Road, so called, one hundred (100) feet to a point and land now or formerly Roy Giles, formerly W. P. Roberts:

Thence generally northerly along the easterly line of land now or formerly Roy Giles about one hundred eighty (180) feet to the former high water line of Grist Mill Pond, so called:

Thence generally southeasterly along the line of Mill Stream and Grist Mill Pond, so called, to the land now or formerly owned Town of Readfield (Bk. 4663, Page. 221) to a 3/4 inch iron pipe:

Thence generally southeasterly along land now or formerly Town of Readfield (Bk. 4663, Pg. 221) approximately twenty-eight feet & three inches (28' 3") to a 3/4 inch iron rod and an 8 inch by 8 inch stone monument:

Thence generally southerly along land now or formerly Town of Readfield (Bk. 4663, Pg. 221) approximately forty-five feet & five inches (45' 5") to a #4 iron rebar:

Thence generally westerly along northerly side of Mill Stream Road, so called, approximately one hundred forty-five (145) feet to a #4 iron rebar:

Thence generally northwesterly along northerly side of Mill Stream Road, so called, approximately one hundred (100) feet to the point of beginning.

Also conveying the spring and all rights thereon located on the southerly side of Mill Stream Road, so called, as described in a deed, Humphrey to Fish and recorded at the Kennebec County Registry of Deeds (Bk. 1168, Pg. 385).

Being the same premises conveyed by Cecelia Reardon to Robert W. Bittar and Helen M. Bittar by deed dated October 23, 2013 and recorded in the Kennebec County Registry of Deeds in Book 11572, Page 173.

WITNESS our hands and seals this 18th day of May, 2015

[Handwritten signature of Robert W. Bittar]

Robert W. Bittar

[Handwritten signature of Helen M. Bittar]

Helen M. Bittar

STATE OF MAINE
KENNEBEC COUNTY ss.

May 18, 2015

*

Personally appeared the above-named Robert W. Bittar ~~and~~ Helen M. Bittar and acknowledged the foregoing to be their free act and deed.

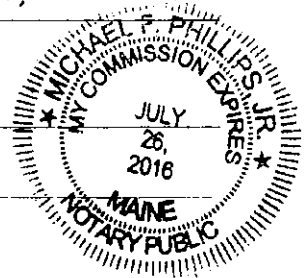
Before me,

[Handwritten signature of Notary Public]

Notary Public

Printed/Typed Name:

My Com. Exp.:



* individually and as attorney in fact for



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

Tel. (207) 685-4939 • Fax (207) 685-3420

Email: info@readfieldmaine.org

Web Site: www.readfieldmaine.org

April 16, 2021

Christina Swanson
86 Winthrop St., Suite 1
Augusta, ME 04330

Dear Christina:

Last week you forwarded a Land Use application to me from you, the applicant being Safe Space Meeting House, Inc., to submit to the Readfield Planning Board. I have given it a preliminary review for completeness but before I forward it to the PB for their final determination of completeness, I consider it to be yet incomplete as described below. I am not sure if I should forward this to you, to the applicant or to the applicant's agent; if not you, please advise who should receive this. I'm also attaching the relevant pages from the land use application for reference.

Regarding the application's cover page the following additional information is needed:

- 1) Phone numbers for applicant and whoever agents are participating in the application. We would also request email addresses for convenience.
- 2) The second item of this page was completely omitted, i.e., "Please describe what you are proposing to do." This narrative is vitally important and must be very specific relating to the applicant's proposal. For this application, it must also include statements as to *how this application is substantially different than the one the Planning Board previously reviewed*. Community centers/clubs are permitted in the Rural Residential district, but indoor theaters and civic centers are not. Please provide more information as to how the planned use meets the definition of Community Center or Club.
- 5) Elaborate on what is meant specifically by "cultural events". ("Social Safety" and "Fire Safety" are not uses—they can be removed). Explain whether and if so, how, the use will be "open to members and guests only, and not the general public."

Regarding the Questionnaire:

- 2) Regarding other permits required: the applicant on one hand states no other permits are required but on the other hand is uncertain of which activities they will undertake. This has to be sorted out and can be done so through the narrative in (2) of the cover page referred to above. Confirm that there will be no alcohol/food service or assembly use which requires a Fire Marshall's Office permit.

3) Once again, the proposed activity has not yet been clearly defined so how do we know it will have little impact on Town services? A description might also address traffic amount and type and impact to the Town's gravel road. Regarding the reference to SSMH having access to an adjacent parking lot for 35 cars—we have recently received a new deed to the parking lot referred to showing it has been conveyed and the applicant will have to prove they hold rights to the use this property from the new owners for the stated purpose.

11) I think the PB will want to know more specifically what the hours & days of operation will be.

14) Please provide confirmation from septic designer that system is adequate for the proposed use.

15) The applicant should include calculations that the impervious (or developed) area does not exceed 20,000 sq. ft. of total lot size. Developed area includes all structures, driveway/parking areas, etc. which do not result in vegetated surfaces.

16) Regarding water requirements: will the proposed use become a "public water supply", i.e., serving more than 25 persons over 60 days/year. What will the State regulations require and how does the applicant propose to meet them?

22) I do not see any response to this question regarding current, enforceable land use violations associated with the property.

Regarding the submittals:

2) List of abutters is incomplete: missing are lots 011, 014, and 009;

5) I don't find a copy of the deed in the file;

8) There does not seem to be a detailed site plan showing all items listed on #8;

9) This has not been addressed. If no other permits have been issued then simply state this.

14) A description of traffic movement depending on the type of specific activities proposed; and

16) The dimensional calculations required here may be the same calculated for #15 of the questionnaire above.

Incidentally, the PB application fee is \$100, not just the \$50 paid on 8/27/20, rec. #998.

When the applicant provides all of the items listed in this memo, I'll be happy to look at it again for completeness before placing it on the PB agenda. If you have any questions you may email (ceo@readfieldmaine.org) or call the Code Enforcement Office at 685-3290.

Sincerely,

Clifford Buuck