

**CITY OF LEWISTON**  
**STAFF REVIEW MEETING**  
Thursday, August 18, 2016 – 9:00 A.M.  
Third Floor Conference Room  
Lewiston City Building  
27 Pine Street, Lewiston, ME

## **AGENDA**

**I. ROLL CALL**

**II. ADJUSTMENTS TO THE AGENDA**

**III. CORRESPONDENCE**

**IV. PUBLIC HEARINGS:**

An application by Sexual Assault Prevention & Response Services to transition a former St. Mary's Hospice House located at 56 Lafayette Street into a Children's Advocacy Center that conducts forensic interviewing/response for children who report allegations of child abuse in our communities.

**V. OTHER BUSINESS**

**VI. READING OF THE MINUTES:** Motion to adopt minutes from the August 13, 2015, August 27, 2015, October 1, 2015, January 28, 2016, May 19, 2016 and July 28, 2016 Meetings

**VII. ADJOURNMENT**

Children's Advocacy Center of Androscoggin, Franklin & Oxford Counties  
182 Webster Street  
Lewiston, Maine 04240

July 28, 2016

Dear Representatives of the City of Lewiston Department of Planning and Code Enforcement:

We are writing to you to request a successful approval of our application for change of use for the property located at 56 Lafayette Street in Lewiston, Maine.

The initial use of the property, which is owned by St. Mary's Hospital, was hospice care. St. Mary's Hospital has generously agreed to lease this property to the Sexual Assault Prevention & Response Services for the sole purpose of the day to day functions of their Children's Advocacy Center of Androscoggin, Franklin & Oxford Counties (CAC AFOC) program.

Here is a brief history of the program: In 2005, the Androscoggin Children's Advocacy Center came under the fiscal sponsorship of Sexual Assault Prevention and Response Services (SAPARS), and in 2015 it became an official program of SAPARS. In 2014, the ACAC became a Nationally Accredited Children's Advocacy Center and was the first CAC in the State of Maine. In 2016 the children's advocacy center multi-disciplinary team (CAC/MDT) voted to change the name of the CAC program to the Children's Advocacy Center of Androscoggin, Franklin & Oxford Counties (CAC AFOC) in order to sufficiently reflect the inclusive territory that the program covers within our region of the state post the CAC becoming a program of SAPARS.

Since the beginning of 2005 we have conducted over 600 forensic interviews, collaborating with our multi-disciplinary/children's advocacy center (MDT/CAC) partners in a safe, neutral and child-centered space for coordinated evaluations of children following an initial outcry of allegation of sexual abuse. In 2016 we have already conducted over 95 collaborative forensic interviews of children in our communities. This collaborative brings together law enforcement; child protective; prosecution; mental health; medical and advocacy partners to collectively respond to the outcry of abuse in our region in an effort to minimize the trauma to the victims and to foster healing for both the victim and their non-offending care providers. This initiative also provides an opportunity to strengthen accountability to perpetrators of these crimes. We only take referrals directly from the District Attorney's office, law enforcement or DHHS. Our hours of operation are from 8am to 5pm Monday through Friday only.

You will see enclosed our initial application as well as an outline of our projected CAC Improvement Budget to bring the building up to the standards we need fulfilled to successfully and safely provide the services of the CAC AFOC program. We are aware that we will need some specific permits and inspections along the way and we welcome the input to ensure a safe space for our clients.

We have checked in directly with the adjacent neighbors located at 52 Lafayette Street and 60 Lafayette Street (see letters of agreement enclosed). They are both in support of the space located at 56 Lafayette to be utilized for the CAC program. Neither neighbor is requesting us to put up fencing or shrubs for the purpose of a barrier between their property and 56 Lafayette Street. I have received verbal consent from Mark Mason who owns property and resides at the 52 Lafayette Street. I have received written consent from Louis Maurice, owner of 52 Lafayette Street. Both are noted on the

enclosed agreements. I have sent a copy of the agreements to both residence as well to have for their future reference. We additionally spoke with George Bouchard, owner of the property at 57 Lafayette Street and he expressed great joy in our program coming to the neighborhood and how he is grateful that such a program exist.

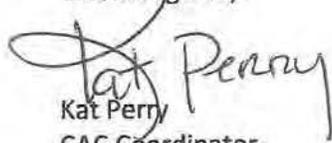
We do plan to plant a tree in the back yard during our open house to symbolize the successful growth and hope for healing for the youngest victims of violence and their non-offending care providers in our communities. The only major project/alteration we are making to the building is the removal of the current porch in the front of the property; to build a handicap accessible ramp for the front entrance and to build new stairs for the side entrance to meet city code. We will have a flood light off the back side entrance. We hope to install a fence in the back yard to enclose the back yard space and the walk way that will be put in place in route to the (5) parking spaces provided by St. Mary's Hospital in their adjacent parking lot behind 56 Lafayette Street. Our plans for the walkway to the additional parking spaces is gravel covered.

You will also see a copy of the signed lease from St. Mary's Hospital to the CAC program outlining our agreement for your reference.

Please do not hesitate to reach out with any questions or concerns you may have and to schedule a hearing for your consideration of this application. I have spoken with David Hediger and he has tentatively scheduled us to present our request to you on August. 18, 2016 at 9am. Please confirm with me if that is indeed the plan and I would be happy to answer any questions or concerns you may have and to present more information about this multi-disciplinary collaborative team response to allegations of abuse in our communities.

We deeply appreciate your consideration of this application and thank you, in advance, for your time with this request.

Warm regards,

  
Kat Perry  
CAC Coordinator

207-784-0436 (work)

207-577-0007 (personal cellphone)

Enclosed:

- Development Review Application
- Check #2495 in that amount of \$200.00 for the application fee
- Copy of lease agreement between St. Mary's Hospital and Sexual Assault Prevention & Response Services for 56 Lafayette Street Property
- Letters of Agreement between CAC AFOC & adjacent land owners of 56 Lafayette Street & 60 Lafayette Street Properties
- Internal and external drawings of the property
- Projected budget for renovations (DRAFT version)

**Lease**  
**56 Lafayette Street, Lewiston, Maine**

**Agreement** made this 1st day of August, 2016, by and between **St. Mary's Regional Medical Center**, a Maine Not-For-Profit Corporation with a place of business at 96 Campus Avenue, Lewiston, Maine 04240 (hereinafter referred to as "Lessor") and **Sexual Assault Prevention and Response Services-CAC Program**, a Maine Not-For-Profit Corporation with a place of business at 182 Webster St. Lewiston, Maine 04240 (hereinafter referred to as "Lessee").

**In consideration** of the rentals, mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

1. **Leased Premises.** Lessor does hereby lease, demise and let unto Lessee, and Lessee does lease and take from Lessor, for the term and upon the terms and conditions set forth in this Lease, the following spaces: 56 Lafayette St. Lewiston, Me., including the detached garage that is currently Health System storage (hereinafter referred to as the "Leased Premises"). The Leased Premises are described in a Deed dated October 27, 1976 and recorded at Book 1235, Page 221 of the Androscoggin County Registry of Deeds. Lessee will also have the right to use, sell or dispose of any of the furnishings that are in the leased premises at the commencement of the lease.

2. **Rent and Term.** The Lessee shall pay rent in the amount of \$1.00 per year and by paying all costs associated with occupancy and use of the Leased Premises, including, but not limited to, costs of utilities, the cost of maintenance as described below, the cost of insurance as described below, and the cost of real property taxes and assessments, and any and all other costs of occupancy of the Leased Premises. The term of this Lease shall be for a period of Three (3) years, commencing August 1, 2016 and ending June 30, 2019; **Provided** that the City of Lewiston approves and permits the usage of the property by the Lessee; and **Provided**, that upon expiration of the initial term of this Lease, and provided that the Lessee is not in default hereunder, this Lease shall automatically renew from year to

year, unless either party notifies the other not less than Thirty (30) days prior to the expiration of the then current term of its intention not to renew the Lease.

3. **Parking.** The Lessor shall provide a license to the Lessee for so long as this Lease is in effect for Five (5) parking spaces in the adjacent employee parking lot owned by St. Mary's d'Youville Pavilion, designated as Lot C, for the use by the Lessee and its employees, customers or visitors. The Lessee may install a gate in the fence between the Leased Premises and the Lot C parcel, at its expense, in order to access the parking lot via a pedestrian walkway, designed and installed in accordance with specifications determined by the Lessor. If the Lessee elects to provide a lock to the gate, the Lessee shall provide a copy of the key to the lock for the pedestrian gate to the Lessor.

4. **Expiration and Condition.** Lessee agrees that it will, at the expiration of the term of this Lease, or any extension or renewal thereof, quit, surrender and deliver up the Leased Premises to the Lessor, its successors and assigns or the attorney for it or its successors and assigns, peaceably and quietly, in as good and reasonable repair, order and condition as the property was at the beginning of the lease, reasonable wear and use thereof excepted and will not make or permit others to permit any strip or waste thereof. Lessee shall be afforded a reasonable period of time upon termination of this Lease to remove its equipment, fixtures, machinery and other personal property, provided that Lessee repairs any damage caused by such removal.

5. **Utilities.** Lessee shall establish their own accounts and pay for heat, air-conditioning and lights. Lessee shall be responsible for maintaining the heating, air-conditioning, plumbing, and lighting system, and Lessee shall be responsible for major repairs and replacements required by those systems. Lessee shall pay for water/sewer used in the Leased Premises. Lessor shall not be responsible for any interruption in utility services. Lessee shall be responsible to provide weekly trash removal. Lessee shall keep all walkways and parking areas (excepting those in Lot C) serving the Leased Premises free and clear of ice and snow.

6. **Taxes.** Lessor shall pay all real estate taxes or stormwater assessments or charges assessed against the Leased Premises by any relevant taxing authority, and any tax

increases that are a result of the change in use or occupancy shall be billed to the Lessee as additional rent (see Section 2)..

7. **Maintenance of Premises.** Lessee agrees to maintain the Leased Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire or other casualty only excepted. In the event of a failure of any component or portion of the building or systems that serve the building as part of the Leased Premises, the Lessor shall be under no obligation to replace those systems or components, and in such event, the Lessee shall be free to terminate this Lease upon written notice to the Lessor, and upon such notice, the Lessee shall have no further obligation to pay rent (other than with respect to accrued expenditures to the date of termination) and the Lessor shall have the right to occupy the Leased Premises.

8. **Alterations; Additions.** Lessee may make such repairs, alterations, additions, or improvements to the Leased Premises as the Lessee may desire at its own expense, provided, however, that no structural alterations or additions may be made without first obtaining the prior written consent of the Lessor, which written consent shall not be unreasonably withheld. Permission is granted to remove the front porch from the dwelling and install a handicapped ramp at the front entry.

All repairs, alterations, additions, or improvements, whether made by the Lessor or the Lessee shall be done in a good and workmanlike manner in full compliance with all federal, state, and municipal laws, ordinances, rules, and regulations, and in accordance with the specifications and requirements and standards of any Board of Fire Underwriters and fire inspectors having jurisdiction over the Leased Premises.

Any alterations or improvements made by the Lessee may be removed by the Lessee at the termination of occupancy as provided herein, provided that Lessee repairs any damage caused by such removal. The Lessor shall not be responsible for any costs of construction arising from repairs, alterations, or the erection of any additions or improvements to be done by the Lessee, nor for any lien or other obligation involved in such repair or construction.

9. **Assignment; Sub-Leasing.** The Lessee shall not assign or sublet the whole or any part of the Leased Premises without Lessor's prior written consent, which shall not be

unreasonably withheld or delayed. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

10. **Subordination.** The Lease shall be subject and subordinate to any and all mortgages, deeds of trust, and other instruments in the nature of a mortgage, now or at any time hereafter, forming a lien or liens on the property of which the Leased Premises are a part, and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage; provided, nevertheless, that any person for whose benefit this Lease is subordinated according to these provisions shall recognize the Lessee's right to occupy the Leased Premises so long as Lessee is not in default of this Lease.

11. **Lessor's Access.** Lessor or agents of the Lessor may at reasonable times enter to view the Leased Premises and to make necessary repairs and inspections, provided that they have given 24 hours notice to the Lessor and have received approval for such access.

12. **Indemnification.** Lessee shall save the Lessor harmless from all loss and damage, or any nuisance made or suffered on the Leased Premises, and for any breach of this Agreement, including Lessor's costs of court and reasonable attorneys' fees.

13. **Fire Insurance.** The Lessor shall procure and maintain in force a standard fire and standard coverage insurance policy for the full replacement value of the buildings located on the Leased Premises. Any additional premium that occurs as a result of the change of use or occupancy shall be billed to the Lessee as additional rent.

14. **Liability Insurance.** The Lessee shall carry comprehensive general liability insurance during the term of this Lease to cover injury to or death of any person or persons and to cover damage to property. The Lessee will cause the Lessor to be named as an additional insured on such insurance policy or policies and will provide the Lessor with certificates thereof, upon request. Such policy or policies shall be non-cancellable with respect to the Lessor, except upon ten (10) days prior written notice to the Lessor. The minimum limits of such insurance shall be One Million and 00/100 Dollars (\$1,000,000.00)

single limit for injury (or death) to one or more persons and for damage to property. The Lessor shall have the right to increase the amount of such insurance at the end of the lease if the current amount is determined to be inadequate or in need of revision which the Lessee will obtain.

15. **Fire, Casualty, Eminent Domain.** Should a substantial portion of the Leased Premises or the property of which they are a part be substantially damaged by fire or other casualty or be taken by eminent domain, the Lessor may elect to terminate this Lease. When such fire, casualty or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made; and in addition, the Lessee may elect to terminate this Lease if:

A. Lessor fails to give written notice within Thirty (30) days of its intention to restore the Leased Premises; or

B. The Lessor fails to restore the Leased Premises to a condition substantially suitable for their intended use within Ninety (90) days of said fire, casualty or taking. The Lessor reserves and the Lessee grants to the Lessor all rights which the Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment.

16. **Default and Bankruptcy.** In the event that:

A. The Lessee shall fail to make payment of any installment of rent or other sum herein specified and should such failure continue for Ten (10) days after written notice from Lessor thereof; or

B. The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements or obligations hereunder and such default shall not be corrected within Thirty (30) days after written notice from Lessor thereof; or

C. The Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Lessee's property for the benefit of creditors, then the Lessor shall have the right thereafter while such default continues, to reenter and take complete possession of the Leased Premises to

declare the term of this Lease ended and remove Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent or other payments which Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice, in the observance or performance of any condition, covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any paragraph of this Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the Prime Rate per annum and costs, shall be paid to the Lessor by the Lessee as additional rent.

17. **Notice.** Any notice from one party to the other shall be deemed duly served, if mailed to the Lessor, registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at the address stated herein, or to the Lessee, P.O. Box 6, Auburn, ME 04212-0006. All rent shall be paid and sent to the Lessor's address stated herein.

18. **Surrender.** Lessee shall at the expiration or other termination of this Lease, or any extension or renewal thereof, remove all of Lessee's goods and effects from the Leased Premises. Except as otherwise provided herein, Lessee shall deliver to Lessor the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of Lessee's failure to remove any of Lessee's property from the Leased Premises, as provided herein, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense,

or to retain same under Lessor's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

19. **Miscellaneous.** It is also understood and agreed that:

A. If the Lessee shall pay the rent and other payments described herein, and if the Lessee shall observe all of the other covenants, terms, and conditions of this Lease and any extensions or renewals hereof, the Lessor shall warrant and defend the Lessee to such peaceful and quiet enjoyment of the Leased Premises against all persons claiming by, through, or under the Lessor.

B. The Lessee shall have the right to erect and maintain signs on the Leased Premises, with the approval of the Lessor, which approval shall not be unreasonably withheld. Any such signs shall comply with all laws, ordinances, and regulations of the municipality in which the Premises are located, the State of Maine, and the Board of Fire Underwriters applicable thereto.

C. The Lessee agrees that the Leased Premises shall be used for the Lessee's Children's advocacy Program and for no other purpose. The Lessee shall not occupy the Leased Premises for any purpose usually denominated extra hazardous as to fire by insurance companies.

D. The Leased Premises are leased as they now are, and the Lessor shall not be responsible for the present or future condition thereof, with the exception of those undertakings especially entered into by the Lessor herein.

E. It is agreed and understood that any holding over by the Lessee of the Leased Premises after the expiration of the original term of this Lease, or any extension or renewal hereof, shall operate and be construed as a tenancy from month to month under all of the terms and conditions of this Lease; **Provided, However,** that this shall not prevent the Lessor from insisting upon the termination of the Lease, or any extension hereof, according to its terms.

F. Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

G. The covenants and conditions herein contained shall apply to and bind the successors and assigns of each of the parties hereto.

H. No captions or titles on these indentures shall be considered in the interpretation of any of the provisions hereof.

I. The failure of the Lessor to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option.

J. No modification or waiver of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing, and signed by Lessor and Lessee.

K. One or more waivers of the breach of any covenant or condition by either party shall not be construed as a waiver of a further breach of the same covenant or condition.

In Witness Whereof, the parties hereto have set their hands and seals this 22 day of July, 2016.

**St. Mary's Regional Medical Center, Lessor**

7/22/16

By: Scott Young  
Director of Facilities

**Sexual Assault Prevention and Response  
Service CAC Program, Lessee**

7/28/16

By: Misty McIntyre  
Executive Director

#3553146



# Development Review Application

City of Auburn Planning and Permitting Department  
City of Lewiston Department of Planning and Code Enforcement



PROJECT NAME: Children's Advocacy Center of Andro., Franklin & Oxford Counties  
 PROPOSED DEVELOPMENT ADDRESS: 56 Lafayette St., Lewiston  
 PARCEL ID#: N/A

REVIEW TYPE:  Site Plan / Special Exception   
 Subdivision  Site Plan Amendment   
 Subdivision Amendment

PROJECT DESCRIPTION: Transitioning a former St. Mary's Hospice House into a children's advocacy center that conducts forensic interviewing / response for children who report allegations of child abuse in our communities.

**CONTACT INFORMATION:**

Applicant

Name: Sexual Assault Prevention & Response Services  
 Address: 182 Webster St.  
 Zip Code: 04240  
 Work #: 207-784-0436  
 Cell #: - 0 -  
 Fax #: \_\_\_\_\_  
 Home #: - 0 -  
 Email: Kat.perey@acacme.org

Property Owner

Name: St. Mary's Hospital  
 Address: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Work #: \_\_\_\_\_  
 Cell #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Home #: \_\_\_\_\_  
 Email: \_\_\_\_\_

Project Representative

Name: Kat Perey  
 Address: same as above  
 Zip Code: \_\_\_\_\_  
 Work #: 207-784-0436  
 Cell #: 207-577-0007  
 Fax #: - 0 -  
 Home #: - 0 -  
 Email: same as above

Other professional representatives for the project (surveyors, engineers, etc.).

Name: Same as applicant  
 Address: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Work #: \_\_\_\_\_  
 Cell #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Home #: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Development Review Checklist**  
 City of Auburn Planning and Permitting Department  
 City of Lewiston Department of Planning and Code  
 Enforcement



**THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE  
 SUBMITTED FOR AN APPLICATION TO BE COMPLETE**

PROJECT NAME: CAC of Androscoggin, Franklin + Oxford Counties

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 56 Lafayette St., Lewiston

Required Information	Check Submitted	Applicable Ordinance			
		Lewiston	Auburn		
<b>Site Plan</b>	<i>* See cover letter + other materials</i>	Applicant	Staff		
Owner's Names/Address					
Names of Development					
Professionally Prepared Plan	N/A				
Tax Map or Street/Parcel Number					
Zoning of Property					
Distance to Property Lines					
Boundaries of Abutting land					
Show Setbacks, Yards and Buffers					
Airport Area of Influence (Auburn only)	N/A				
Parking Space Calcs					
Drive Openings/Locations					
Subdivision Restrictions	N/A				
Proposed Use					
PB/BOA/Other Restrictions	N/A				
Fire Department Review					
Open Space/Lot Coverage					
Lot Layout (Lewiston only)					
Existing Building (s)					
Existing Streets, etc.					
Existing Driveways, etc.					
Proposed Building(s)					
Proposed Driveways					
<b>Landscape Plan</b>					
Greenspace Requirements					
Setbacks to Parking					
Buffer Requirements					
Street Tree Requirements					
Screened Dumpsters	N/A				
Additional Design Guidelines					

	Planting Schedule				
<b>Stormwater &amp; Erosion Control Plan</b>		N/A			
	Compliance w/ chapter 500				
	Show Existing Surface Drainage				
	Direction of Flow				
	Location of Catch Basins, etc.				
	Drainage Calculations				
	Erosion Control Measures				
	Maine Construction General Permit				
	Bonding and Inspection Fees				
	Post-Construction Stormwater Plan				
	Inspection/monitoring requirements				
	Third Party Inspections (Lewiston only)				
<b>Lighting Plan</b>					
	Full cut-off fixtures				
	Meets Parking Lot Requirements				
<b>Traffic Information</b>					
	Access Management	N/A			
	Signage				
	PCE - Trips in Peak Hour				
	Vehicular Movements				
	Safety Concerns				
	Pedestrian Circulation				
	Police Traffic				
	Engineering Traffic				
<b>Utility Plan</b>					
	Water	N/A			
	Adequacy of Water Supply				
	Water main extension agreement				
	Sewer				
	Available city capacity				
	Electric				
	Natural Gas				
	Cable/Phone				
<b>Natural Resources</b>					
	Shoreland Zone	N/A			
	Flood Plain				
	Wetlands or Streams				
	Urban Impaired Stream				
	Phosphorus Check				
	Aquifer/Groundwater Protection				
	Applicable State Permits				
	No Name Pond Watershed (Lewiston only)				

	Lake Auburn Watershed (Auburn only)	N/A			
	Taylor Pond Watershed (Auburn only)	↓			
<b>Right Title or Interest</b>					
	Verify				
	Document Existing Easements, Covenants, etc.				
<b>Technical &amp; Financial Capacity</b>					
	Cost Est./Financial Capacity	N/A			
	Performance Guarantee	↓			
<b>State Subdivision Law</b>					
	Verify/Check	N/A			
	Covenants/Deed Restrictions	↓			
	Offers of Conveyance to City	↓			
	Association Documents	↓			
	Location of Proposed Streets & Sidewalks	↓			
	Proposed Lot Lines, etc.	↓			
	Data to Determine Lots, etc.	↓			
	Subdivision Lots/Blocks	↓			
	Specified Dedication of Land	↓			
<b>Additional Subdivision Standards</b>					
	Single-Family Cluster (Lewiston only)	N/A			
	Multi-Unit Residential Development (Lewiston only)	↓			
	Mobile Home Parks	↓			
	Private Commercial or Industrial Subdivisions (Lewiston only)	↓			
	PUD (Auburn only)	↓			
<b>A jpeg or pdf of the proposed site plan</b>					
<b>Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving</b>		N/A ↓			

# PROJECT DATA

The following information is required where applicable, in order to complete the application

## IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	<u>2,226</u>	sq. ft.
Proposed Total Paved Area	<u>275</u>	sq. ft. ← walkway
Proposed Total Impervious Area	<u>2,501</u>	sq. ft.
Proposed Impervious Net Change	<u>275</u>	sq. ft.
Impervious surface ratio existing	<u>45</u>	% of lot area
Impervious surface ratio proposed	<u>5,000</u>	% of lot area

## BUILDING AREA/LOT

### COVERAGE

Existing Building Footprint	<u>1,498</u>	sq. ft.
Proposed Building Footprint	<u>1,498 or less</u>	sq. ft.
Proposed Building Footprint Net change	<u>0</u>	sq. ft.
Existing Total Building Floor Area	<u>1,498</u>	sq. ft.
Proposed Total Building Floor Area	<u>1,498 or less</u>	sq. ft.
Proposed Building Floor Area Net Change	<u>—</u>	sq. ft.
New Building	<u>—</u>	(yes or no)
Building Area/Lot coverage existing	<u>30</u>	% of lot area
Building Area/Lot coverage proposed	<u>&lt; 30</u>	% of lot area

### ZONING

Existing	<u>I 0</u>	
Proposed, if applicable	<u>I 0</u>	

### LAND USE

Existing	<u>Residential</u>	
Proposed	<u>office.</u>	

### RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	<u>1</u>	
Proposed Number of Residential Units	<u>0</u>	
Subdivision, Proposed Number of Lots	<u>N/A</u>	

### PARKING SPACES

Existing Number of Parking Spaces	<u>2</u>	
Proposed Number of Parking Spaces	<u>7</u>	
Required Number of Parking Spaces	<u>4</u>	
Number of Handicapped Parking Spaces	<u>1</u>	

## ESTIMATED COST OF PROJECT

## DELEGATED REVIEW AUTHORITY CHECKLIST

### SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	<u>N/A</u>	sq. ft.
Proposed Disturbed Area	<u>N/A</u>	sq. ft.
Proposed Impervious Area	<u>N/A</u>	sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.
2. If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.
3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.
4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

### TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing N/A passenger car equivalents (PCE)  
(Since July 1, 1997)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) N/A passenger car equivalents (PCE)  
If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

### Zoning Summary

1. Property is located in the IO zoning district.  
 2. Parcel Area: .11 acres / 4,792 square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	<u>10,000 SF</u>	<u>5,000 SF</u>
Street Frontage	<u>100'</u>	<u>50'</u>
Min Front Yard	<u>10'</u>	<u>8'</u>
Min Rear Yard	<u>10'</u>	<u>30'</u>
Min Side Yard	<u>10'</u>	<u>1'</u>
Max. Building Height	<u>75'</u>	<u>20'</u>
Use Designation	<u>Office</u>	<u>Office</u>
Parking Requirement	1 space/ per <u>300</u> square feet of floor area	
Total Parking:	<u>4</u>	<u>2 onsite / 5 @ St. Mary's</u>
Overlay zoning districts (if any):	<u>None</u>	<u>None</u>
Urban impaired stream watershed?	<input checked="" type="checkbox"/> NO If yes, watershed name <u>Jebson Brook</u>	

## DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and ~~of~~ <sup>of</sup> ~~the~~ <sup>the</sup> complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

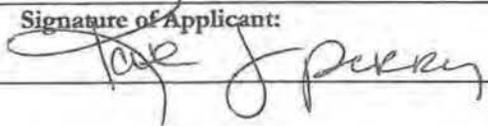
L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City ordinances are available online at their prospective websites:

Auburn: [http://www.auburnma.gov/development/permits/](#) under City Departments/ Planning and Permitting/Land Use Division/

Lewiston: [http://www.lewistonmaine.com/development/permits/](#) Refer to Appendix A of the Code of Ordinances

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant: 	Date: <u>7/27/16</u>
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## 56 Lafayette Street Drawing

### Site Plan Notes:

1. Fence to be installed from northeast rear corner of dwelling along property line to St. Mary's fence.
2. Fence to be installed from northeast rear corner of garage to St. Mary's fence.
3. Gate to be installed in St Mary's fence to provide access to (5) parking spaces.
4. Gravel walkway to be installed from gate at St Mary's fence to driveway of 56 Lafayette Street.
5. Driveway of 56 Lafayette will have (2) available parking spaces.
6. The front porch will be removed except for the porch roof. A set of switch back style ADA compliant ramps will be installed to dwelling front entrance from driveway. A 4-5 foot buffer between the stairs and sidewalk will be landscaped.



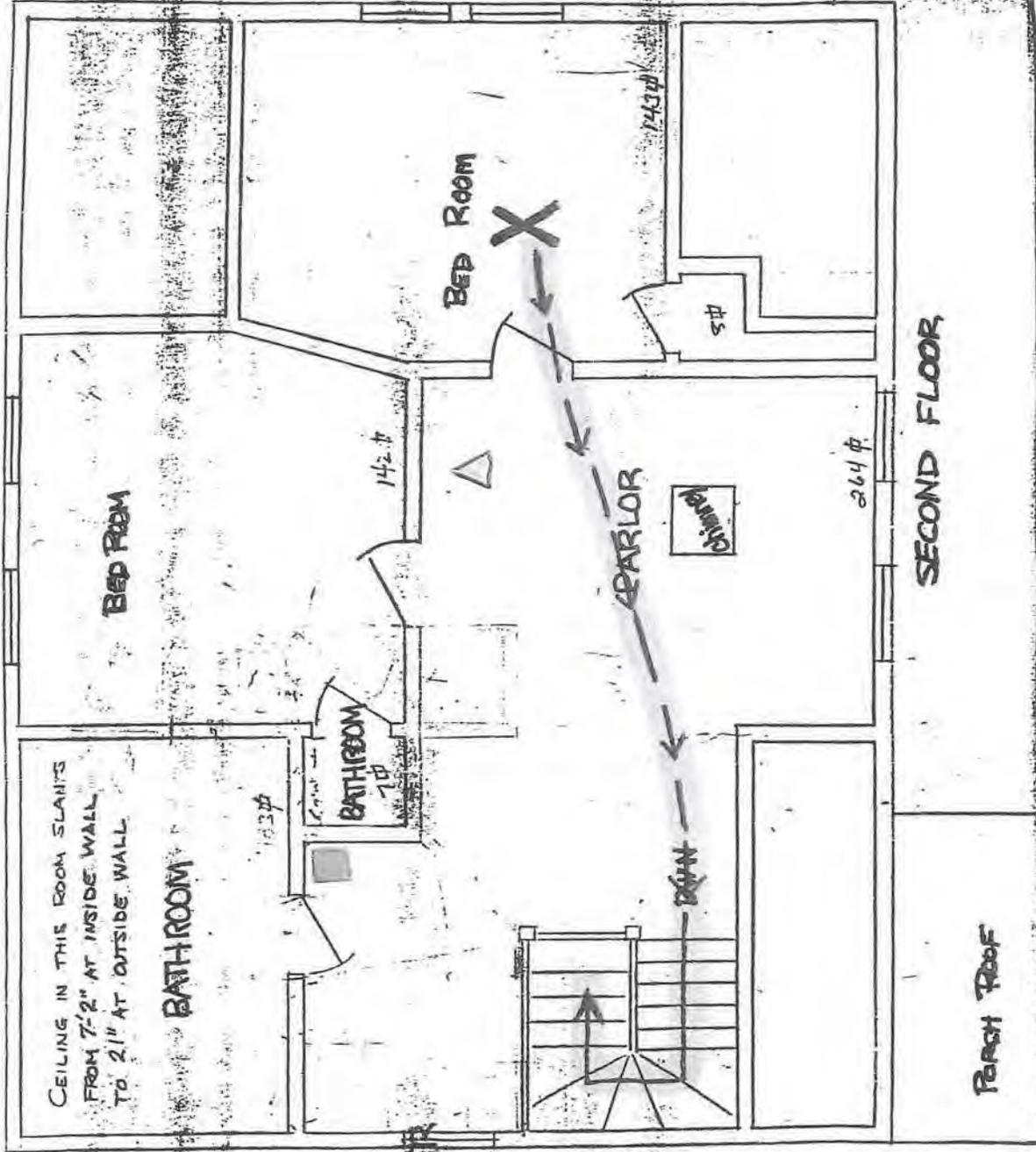
Zoning  
NCA

LAFAYETTE ST.



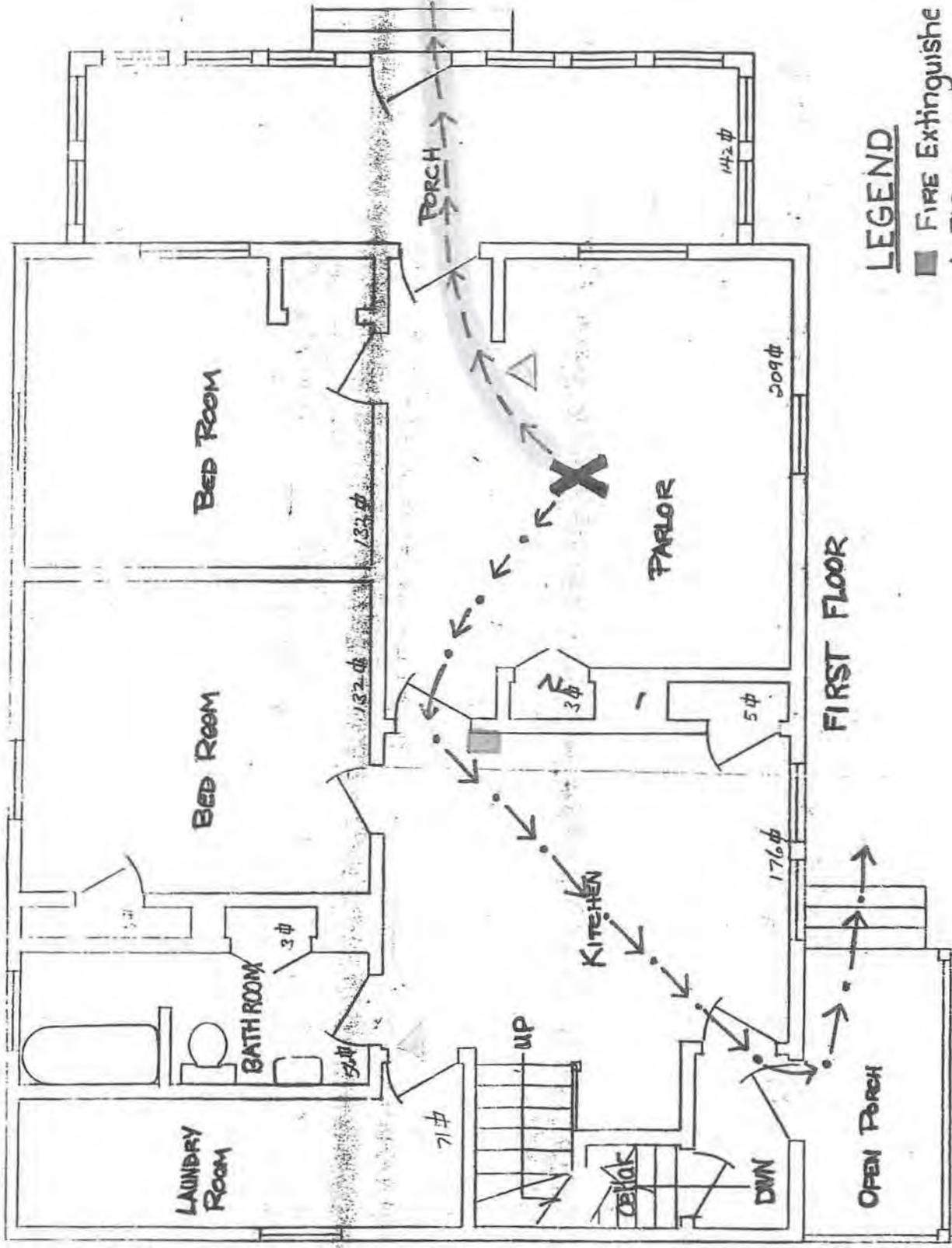
1:240





**LEGEND**

- FIRE EXTINGUISHER
- △ FIRE ALARM
- PRIMARY ROUTE
- - - Secondary ROUTE
- X PRESENT LOCATION



**LEGEND**

- FIRE EXTINGUISHER
- △ FIRE ALARM
- PRIMARY ROUTE
- - - - - SECONDARY ROUTE
- X PRESENT LOCATION



# CHILDREN'S ADVOCACY CENTER OF

Androscoggin, Franklin & Oxford Counties

182 Webster Street  
Lewiston, Maine 04240

July 26, 2016

Dear Neighbor:

The Sexual Assault Prevention and Response Services (SAPARS) is seeking a change in use from the City of Lewiston for 56 Lafayette Street. The purpose for the change of use is to house the Children's Advocacy Center of Androscoggin, Franklin & Oxford Counties (CAC AFOC). The property is owned by St. Mary's Hospital and was previously used for hospice care. St. Mary's Hospital has generously agreed to lease this property to the Sexual Assault Prevention & Response Services for the sole purpose of the day to day functions of the Children's Advocacy Center of Androscoggin, Franklin & Oxford Counties (CAC AFOC).

The Children's Advocacy Center of Androscoggin, Franklin & Oxford Counties is a Nationally Accredited Children's Advocacy Center and was the first CAC established in the State of Maine back in 2005. Our current space is no longer adequate to provide the necessary service we provide. This new space will provide our multi-disciplinary partners a child-centered space for coordinated evaluations of children following an initial allegation of sexual abuse. The multi-disciplinary team is made of members from law enforcement, Department of Health and Human Services, District Attorney's Office, mental health providers and medical and advocacy partners. By bringing these partners together, it minimizes the trauma to the victims and helps foster healing for both the victim and their non-offending care provider.

Our hours of operation are from 8am to 5pm Monday through Friday only. Employee parking, other than the property driveway, will be in the St. Mary's Hospital parking lot at the rear of the property.

If you have any questions or would like to know more about the Children's Advocacy Center of Androscoggin, Franklin & Oxford Counties, please contact Kat Perry, Program Coordinator, at 207-784-0436.

With your approval, we can begin the process of property improvements and healing for the children in our community.

Property owner located at 52 Lafayette Street please make your selection and sign below.

Do you want to have a buffer put in place between the property of 56 Lafayette Street and yours?

(check one)  YES  NO

\*\*If yes, would you prefer the buffer to be: (check one)  Shrubs  Fence

Thank you for your support!

<u>David P. Maurice</u>	<u>52 LAFAYETTE</u>	<u>7/27/16</u>
NAME	ADDRESS	DATE

Witness: By Bill Brochu, Lewiston P.D. Date 7/27/16  
Kat Perry, CAC Coordinator



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With your approval, we can begin the process of property improvements and healing for the children in our community.

Property owner located at 60 Lafayette Street please make your selection and sign below.

Do you want to have a buffer put in place between the property of 56 Lafayette Street and yours?

(check one)  YES  NO

\*\*If yes, would you prefer the buffer to be: (check one)  Shrubs  Fence

Thank you for your support!

Verbal via phone by Marie Mann, 60 Lafayette St., 7/28/16

NAME

ADDRESS

DATE

Witness:

Kat Perry, CAC Coordinator

Date

7/28/16

CAC Year 7 Improvements

Line Item	Description	Budget Amount	Quoted Amount	Final Cost	Notes
1	Application fee for change of use	\$200.00			
2	City building permits	\$100.00			Renovation fee, fence, plumbing, sign
3	Dumpster	\$500.00			
4	Water meter installation	\$100.00			
5	Plumbing repair	\$500.00			showers, toilets, outside faucet
6	Heating system	\$600.00			Reinstall expansion tanks, clean furnace, repair heating pipes
7	Remove all debris.	\$0.00			Anticipate free labor
8	Demo front porch	\$0.00			Anticipate free labor
9	Reside / paint front of building, lighting	\$500.00			
10	Replace front door	\$400.00			Assume porch is demoed
11	Build new front stairs & railing	\$600.00			
12	Build new handicap ramp on side stairs	\$500.00			
13	Cap all exterior windows	\$2,000.00			
14	Install gate in fence	\$500.00			
15	Through cleaning	\$500.00			Professional cleaning service used
16	Cut counter and install new end cap	\$25.00			
17	Install privacy door between family waiting room and pre-interview room	\$350.00			
18	Replace ceilings tiles	\$600.00			Acoustical style
19	Soundproof walls in interview room	\$300.00			Assuming blown in insulation
20	Monitoring TV and recording equipment in MDT viewing room	\$0.00			Resusing existing equipment
21	Cameras and voice recording equipment in interview room	\$600.00			Assuming free labor for install
22	Install security system	\$400.00			Assuming free labor for install
23	Install phone lines	\$300.00			
24	Install internet connections	\$300.00			
25	Paint and painting supplies	\$600.00			Assuming free labor
26	"Employee Entrance Only" sign on side door	\$25.00			
27	Lighting /receptacles	\$50.00			
28	Install new privacy blinds	\$200.00			
29	Front entrance sign	\$300.00			
30	Childproof gate at 2nd floor stairs	\$25.00			
31	Childproof receptacles	\$10.00			
32	Fill oil tank	\$300.00			
33	Frist floor flooring allowance	\$3,000.00			
34	Family room furniture	\$1,500.00			
35	Office furniture	\$500.00			Some donations
36	Meeting room chairs	\$300.00			
37	Interview room furniture	\$600.00			
38	Fencing and gate	\$6,000.00			
39	Office equipment	\$500.00			Copier, fax, trash receptacles, clocks, etc
40	Basement dehumidifier	\$200.00			
41	Air conditioners	\$1,000.00			

\$24,985.00