



Nicholas J. Ciarimboli
Code Enforcement Officer/ Planning Assistant
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TOWN OF YARMOUTH
200 Main Street, Yarmouth, Maine 04096
www.yarmouth.me.us

MEMORANDUM

To: General Board of Appeals
From: Nicholas J. Ciarimboli (Code Enforcement Officer)
Subject: Board of Appeals Case # - 19-BOA-0001 of August 12, 2019
Date: July 30, 2019

The above-mentioned Special Exception Appeal is for the amendment to an existing Special Exception of an expanded Home Occupation at 463 Lafayette St. to allow for an 'Annual Tent Sale' on the premises. If a proposal for a Home Occupation does not strictly meet the performance criteria as established in Ch. 701, Article II., J., the Board may approve a Special Exception under the criteria of Article VII., B., b., in order to achieve the spirit and intent of the Home Occupation as defined in Article I., D. Any signage advertising the event shall be limited to the premises and comply with special event sign standards. A previous 'Tent Sale' did occur on the premises in September of 2017. The applicant was informed at that time that a sale of this nature was not included in their original Special Exception and would require approval by the General Board of Appeals. Please review the enclosed documents for information regarding the above-mentioned Board of Appeals case.

- 1.) Original Home Occupation Special Exception *Application* for 463 Lafayette St. dated September 12, 2016
- 2.) Original Home Occupation Special Exception *Standards Findings and Decision* for 463 Lafayette St. dated October 3, 2016
- 3.) Notice Letter dated September 20, 2017
- 4.) Special Exception Standards Findings and Decision Form

"Our Latchstring Always Out"

5.) Zoning Excerpts

- a. Home Occupation Definition (Ch. 701, Article I., D) & Home Occupation Ordinance (Ch. 701, Article II., J)
- b. LDR Zone

6.) Comments

- a. Mike Robitaille, Fire Chief
- b. Dan Gallant, Police Chief
- c. Edward D. Noyes III, Abutter at 509 Lafayette St.

7.) Site Photos

8.) Application Package

If you have any questions or require additional information, please let me know.
Thank you for your time.

Very Respectfully,

Nicholas J. Ciarimboli

TOWN OF YARMOUTH
Department of Planning and Development
200 Main Street Yarmouth, Maine 04096
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SPECIAL EXCEPTION APPEAL APPLICATION

(Reference: ARTICLE VII, B.2.b.)

Zoning Board of Appeals

Yarmouth, Maine

(Code Enforcement Office: 207-846-2401)

Map: 4 Lot: 5 Ext. _____ Telephone 656-3677 Date: 9-12-16

I, Nicola Manganello & James Holden, owner (or owner's duly authorized representative) of property at 4163 LaFayette Street, and located in the LDR District, respectfully request a Special Exception in accordance with the Town of Yarmouth's Zoning Ordinance:

Zoning Ordinance reference: ARTICLE: VII, Section B.2.b

ARTICLE: _____, Section(s) _____, _____

ARTICLE: _____, Section(s) _____, _____

The specific Special Exception requested is as follows with supporting exhibits, documents, sketches, maps, and other relevant material and made a part of this application.

See Attached Exhibit 1

Please explain how the special exception will conform to each of the following:

1. The proposed use will not create unsanitary or unhealthful conditions by reason of sewage disposal, emissions to the air or water, or other aspects of its design or operation.

✓HHE 200 – septic system permit (if applicable).

Existing bathroom is tied into existing septic system -
2 - 1000 gallon tanks. General office use will not create air or water problems

2. The proposed use will not create public safety problems which would be substantially different from those created by existing uses in the neighborhood or require a substantially greater degree of Municipal fire or police protection than existing uses in the neighborhood.

3 people will live in the 5 bdrm home. The businesses operating
for a total of 4 additional people on-site on a regular basis.

3. The proposed use will not create public safety problems which would be substantially different from those created by existing uses in the neighborhood or require a substantially greater degree of Municipal fire or police protection than existing uses in the neighborhood.

Same answer as # 2

4. The proposed use will not result in unreasonable sedimentation or erosion, or have an adverse effect on water supplies.

✓ Erosion and sedimentation control plan

✓ Drainage plan

Minimum gravel drive will not create sedimentation - we
will use
Soil erosion & control measures per DEP standards

5. The proposed use will be compatible with existing uses in the neighborhood, with respect to physical size, visual impact, intensity of use, proximity to other structures and density of development.

✓ Plot plan including setbacks

✓ Building elevations

✓ Topographical information

✓ Proposed building location

✓ Site plan application

The offices will be housed in the existing barn. The physical size
of the barn will not be increased. The existing lot is 12± Ac
and provides good distance between neighbors. The existing driveway
has clear sight lines for entering & existing vehicles.

6. If located in a Resource Protection District or Shoreland Zone, the proposed use (1) will not result in damage in spawning grounds, fish, aquatic life, bird and other wildlife habitat; (2) will conserve shoreland vegetation; (3) will conserve visual points or access to water as viewed from public facilities; (4) will conserve actual points of access to waters; (5) will conserve natural beauty; (6) will avoid problems associated with flood plain development and use; and (7) will comply with the performance standards of Article II of this Ordinance.

Not located in RPD or shoreland zone

7. The applicant has sufficient right, title or interest in the site of the proposed use to be able to carry out the proposed use.

✓ Copy of deed option of purchase and sale agreement

8. The applicant has the technical and financial ability to meet the standards of this Section and to comply with any condition imposed by the Board of Appeals pursuant to Article VII., B.e.b(1)(e) of this Section.

Andrea Mengonello, owner of Andrea's Home, is an experienced residential real estate developer and James Hornden, owner Hornden Capital Builders is an experienced (30 yrs) commercial real estate broker.

Other information deemed pertinent to the application:

- ✓ Noise
- ✓ Cubic yardage to be removed
- ✓ Hours and days of operation
- ✓ Number and types of animals

See Attached Exhibit 2

Please note: the Board may require additional information not listed here.

- ✓ I have paid the one hundred dollars (\$100) application fee.
- ✓ I have included evidence of my legal interest in the property under consideration or authorization to act for the property owner.

Applicant's/
Representative's Signature

(Printed) James D. Hornden

Mailing address 10 Falls Rd, Falmouth, ME 04105

Telephone 650-3677

Exhibit 1

Special Exception Appeal Application

The applicant would like to convert the existing barn to offices to house the businesses of the owners, Nicola's Home (NH) and Harnden Commercial Brokers (HCB). We have two specific special exception requests. 1) Increase the number of permitted full time employees (FTE) for NH from 2 to 4 and for HCB from 2 to 3. 2) To permit our home occupations to utilize more than twenty percent (20%) of the dwelling unit finished living space. We are requesting to utilize approximately forty-one percent (41%).

Exhibit 2

Other Information deemed Pertinent to Application:

Nicola's Home will be operating a design center at this location. Meetings with clients are by appointment only, so there will be no retail traffic. Normally Nicola's and her staff are meeting with one client or couple at a time, during normal business hours (9:00 am to 5:00 pm Monday thru Friday).

Harnden Commercial Brokers will be operating a commercial real estate brokerage business at this location, during normal business hours (8:30 am to 5:00 pm Monday thru Friday). It is rare that a client will meet with us at our office. We normally go to their office, so we can view their space, or we are on property tours. Signing of contracts or leases are normally handled via email and therefore there is no need to have clients come to the office to obtain signatures.

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

September 9, 2016
Offer Date

September 9, 2016 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement

1. PARTIES: This Agreement is made between Nicola Manganello, James D. Harnden

Tracey Weigel

("Buyer") and

("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all ☐ part of: If "part of" see para. 26 for explanation) the property situated in municipality of Yarmouth, County of Cumberland, State of Maine, located at 463 Lafayette Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 29807, Page(s) 161.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, and see addendum 1 are included with the sale except for the following:

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: _____

4. PERSONAL PROPERTY: The following items of personal property as viewed on _____ are included with the sale at no additional cost, in "as is" condition with no warranties: N/A

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 1,200,000.00. Buyer ☒ has delivered; or ☐ will deliver to the Agency within 2 days of the Effective Date, a deposit of earnest money in the amount \$ 20,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: _____ ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 12, 2016 (date) 5 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on November 15, 2016 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2016

Page 1 of 4 - P&S

Buyer(s) Initials

JDH NM

Seller(s) Initials

TL

Harnden Commercial Brokers Inc. 106 Lafayette St Yarmouth, ME 04096
Samuel Leggett

Phone: (207) 773-8300 Fax: _____
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Yarmouth-Office

1.6.11 FULL UTILITIES PRORATIONS: Buyer shall pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) N/A. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12 DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION YES NO FULL RESOLUTION			TYPE OF INVESTIGATION YES NO FULL RESOLUTION		
a. General Building (includes b-z regardless of yes/no check-offs)	<u>X</u>	Within <u>21</u> days	n. Arsenic: Wood/Water (see paragraph 13)		Within _____ days
b. Sewage Disposal	<u>X</u>	Within <u>21</u> days	o. Pests		Within _____ days
c. Coastal shoreland septic		Within _____ days	p. Code Conformance	<u>X</u>	Within <u>60</u> days
d. Water Quality		Within _____ days	q. Insurance		Within _____ days
e. Water Quantity		Within _____ days	r. Environmental Scan	<u>X</u>	Within <u>21</u> days
f. Air Quality		Within _____ days	s. Lot size/acreage		Within _____ days
g. Square Footage		Within _____ days	t. Survey/MLI		Within _____ days
h. Pool	<u>X</u>	Within <u>21</u> days	u. Zoning		Within _____ days
i. Energy Audit		Within _____ days	v. Registered Farmland		Within _____ days
j. Chimney		Within _____ days	w. Habitat Review/Waterfowl		Within _____ days
k. Smoke/CO detectors		Within _____ days	x. Flood Plain		Within _____ days
l. Mold		Within _____ days	y. Tax Status*		Within _____ days
m. Lead Paint		Within _____ days	z. Other		Within _____ days

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☒ No

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above inspections. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement:

- ☒ is not subject to a financing contingency. Buyer shall provide proof of the funds within _____ days.
- ☐ is subject to financing as follows:
- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
 - After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.
 - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

N/A
Licensee (_____) of _____ (_____) Agency (_____) MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

N/A
Licensee (_____) of _____ (_____) Agency (_____) MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. MEDIATION: Earnest money disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - ☐ Yes ☐ No ; Other - ☒ Yes ☐ No Explain: see attached

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: See Addendum 1

JDH MM

27. GENERAL PROVISIONS:

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is 10 Falls Rd Falmouth, ME 04105-1808

Nicola Manganello
BUYER
DATE

James D. Harnden
BUYER
DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 463 Lafayette St. Yarmouth, ME 04096

Tracey Weigel
SELLER
DATE

SELLER
DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER
DATE

SELLER
DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER
DATE

BUYER
DATE

EXTENSION

The closing date of this Agreement is extended until _____

DATE

SELLER
DATE

SELLER
DATE

BUYER
DATE

BUYER
DATE



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Addendum 1 to AgreementAddendum to contract dated September 9, 2016

between Tracey Weigel (hereinafter "Seller")
 and Nicola Manganello, James D. Harnden (hereinafter "Buyer")
 property 463 Lafayette Street, Yarmouth,

Seller agrees that solar panels, washer, dryer and refrigerator are included in the sale.

Other Conditions:

Seller agrees to replace any structural rot identified during the painting process and paint the residence at its own cost prior to closing.

Seller agrees to replace prior to closing or provide the Buyer with an allowance in the amount of \$4000 to replace the wooden fence in front of the pool.

Seller agree to coorindate and pay for the closing of the seasonal pool prior to closing.

This Purchase and Sale agreement is subject to Buyer receiving approvals, prior to closing date, to its complete satisfaction, from the Town of Yarmouth to operate Nicola's Home and Harnden Commercial Brokers as Home Occupations at 463 Lafayette Street, Yarmouth.

Buyer acknowledges and agrees that the barn in its current condition is use and is suitable for animal use only.

Buyer will pay Seller fuel proration for oil in barn tank (Giuoux) and propane in 2 tanks (Dead River) based on gallons in tank (less sludge) and price per gallon on closing date.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Buyer
Nicola Manganello

Date

Seller
Tracey Weigel

Date

Buyer
James D. Harnden

9-9-16
Date

9.9.16
Date

Harnden Commercial Brokers Inc. 106 Lafayette St Yarmouth, ME 04096

Phone: (207) 773-8300

Fax:

Samuel Leggett

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Yarmouth-Office

TOWN OF YARMOUTH

Department of Planning and Development

200 Main Street, Yarmouth, Maine 04096

(207)846-2401

www.yarmouth.me.us

Fax: (207) 846-2438

HOME OCCUPATION APPLICATION

Date: 9-12-16 Zoning District LDR Map 4 Lot 5 Ext

Physical Address of Property: 463 Lafayette Street

Property Owner: James Horner & Nicola Mongello

Property Owner mailing address: _____ e-mail harn den d harn den@b.com

Applicant Mailing address: 10 Falls Rd, Falmouth, ME e-mail _____

Applicant Telephone: 650-3677 Property owner telephone: Same

On a separate sheet please describe the home occupation and explain how it is in accordance with the Town of Yarmouth Code Chapter 701 I.D and Chapter 702 II.J. The written description shall provide reasonable evidence that the proposal will meet the performance criteria outlined in 1 through 10 below. If a proposal for a Home Occupation does not strictly meet the performance criteria the applicant may apply to the Zoning Board under Article VII.B.b (Special Exceptions) for consideration of the Special Exception criteria in order to achieve the spirit and intent of the Home Occupation definition in Article I.D.

I.D. Definitions:

Home Occupation: An accessory use conducted within a dwelling unit or accessory structure by the residents thereof which is clearly incidental and secondary to the dwelling used for living purposes and does not change the character of the residential use of the property and surrounding residential uses. (See Chapter 702.II.J).

II.J. HOME OCCUPATIONS

1. The home occupation shall be carried on by a member of the family residing in the dwelling unit only. One employee who is not part of the family is permitted. In addition to the residents of the dwelling unit one employee who is not residing in the dwelling unit is permitted. No more than one full-time employee or that number of part-time employees required to do the work of one full-time employee may be employed in the home occupation on the site at any one time.

Name of family member: James D. Handen

One employee who is not part of the family is permitted

Name of employee (or none): Sam LeGeyt

2. The home occupation shall be carried on wholly within the principal or accessory structures except that materials or equipment may be stored on site subject to provision three (3) below.

Location of home occupation: (☐ principal) (☒ accessory) structure.-- Please check one and describe exact location of activity.

3. Exterior displays, exterior storage of materials, and exterior indication of the home occupation or variation from the residential character of the principal structure shall not be permitted except for signs permitted in six (6) below. All materials or equipment shall be stored inside an enclosed structure or screened year round from abutters and the general public.

Exterior storage: ☐ yes ☒ no (If yes please submit photos of the area(s) of storage)

4. Objectionable circumstances such as but not limited to noise, vibration, smoke, dust, electrical disturbance, odors, heat, storage of hazardous materials, or glare shall not be produced

☒ The home will not produce objectionable noise, vibration, smoke, dust, electrical disturbance, odors, heat, glare

5. Traffic generated shall be in keeping with the character of the neighborhood.

☐ Estimated number of additional vehicular trips per day 1

☐ Estimated number of additional pedestrians trips per day 0

6. In any district, a home occupation sign not exceeding two (2) square feet in surface is permitted which announces the name, address, profession or home occupation of the occupant of the premises on which said sign is located.

One sign requested: ☐ yes ☒ no Size requested: _____ x _____ Area: _____
(Please submit a rendering of the sign including materials and colors)

7. The home occupation may utilize not more than twenty percent (20%) of the dwelling unit finished living space.

8. The home occupation may utilize one accessory structure.

9. No more than two customers shall be served at any given time.

Applicant's/Representative's Signature: 

Printed: James D. Harden

"I authorize appropriate staff within the Yarmouth Planning Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to collect facts pertaining to my application."

For Staff Use Only

Approved _____ Denied _____ Board of Appeals Yes _____ No _____

Date: _____

Director of Planning and Development

TOWN OF YARMOUTH

Department of Planning and Development
200 Main Street, Yarmouth, Maine 04096

(207)846-2401

www.yarmouth.me.us

Fax: (207) 846-2438

HOME OCCUPATION APPLICATION

Date: 8/23/14 Zoning District LDR Map 4 Lot 5 Ext

Physical Address of Property: 462 Fairside Rd Lafayette St.

Property Owner: James Harnden & Nicola Mangano

Property Owner mailing address: Nicola @ N.colas@home.com

Applicant Mailing address: 106 Lafayette St. Yarmouth Me.

Applicant Telephone: 712-0734 Property owner telephone: Same

On a separate sheet please describe the home occupation and explain how it is in accordance with the Town of Yarmouth Code Chapter 701 I.D and Chapter 702 II.J. The written description shall provide reasonable evidence that the proposal will meet the performance criteria outlined in 1 through 10 below. If a proposal for a Home Occupation does not strictly meet the performance criteria the applicant may apply to the Zoning Board under Article VII.B.b (Special Exceptions) for consideration of the Special Exception criteria in order to achieve the spirit and intent of the Home Occupation definition in Article I.D.

I.D. Definitions:

Home Occupation: An accessory use conducted within a dwelling unit or accessory structure by the residents thereof which is clearly incidental and secondary to the dwelling used for living purposes and does not change the character of the residential use of the property and surrounding residential uses. (See Chapter 702.II.J).

II.J. HOME OCCUPATIONS

1. The home occupation shall be carried on by a member of the family residing in the dwelling unit only. One employee who is not part of the family is permitted. In addition to the residents of the dwelling unit one employee who is not residing in the dwelling unit is permitted. No more than one full-time employee or that number of part-time employees required to do the work of one full-time employee may be employed in the home occupation on the site at any one time.

Name of family member: (myself) Nicola Mangano (Nicolas Hane)

One employee who is not part of the family is permitted Jim Harnden (Harnden Commercial)

Name of employee (or none): Albrey Michaud (Manager) Biskers
Chrissy Boudreau (Design Assistant)
Kristin Lavalle (Draft Person)

- 1.13₂. The home occupation shall be carried on wholly within the principal or accessory structures except that materials or equipment may be stored on site subject to provision three (3) below.

Location of home occupation: (☐ principal) (☒ accessory) structure.-- Please check one and describe exact location of activity.

finish detach Barn for Office

3. Exterior displays, exterior storage of materials, and exterior indication of the home occupation or variation from the residential character of the principal structure shall not be permitted except for signs permitted in six (6) below. All materials or equipment shall be stored inside an enclosed structure or screened year round from abutters and the general public.

Exterior storage: ☐ yes ☒ no (If yes please submit photos of the area(s) of storage)

4. Objectionable circumstances such as but not limited to noise, vibration, smoke, dust, electrical disturbance, odors, heat, storage of hazardous materials, or glare shall not be produced

☒ The home will not produce objectionable noise, vibration, smoke, dust, electrical disturbance, odors, heat, glare

5. Traffic generated shall be in keeping with the character of the neighborhood.

☐ Estimated number of additional vehicular trips per day 2

☐ Estimated number of additional pedestrians trips per day 1 maybe 2 depending on client appointments

6. In any district, a home occupation sign not exceeding two (2) square feet in surface is permitted which announces the name, address, profession or home occupation of the occupant of the premises on which said sign is located.

We will make it to the 2x2

One sign requested: ☒ yes ☐ no Size requested: _____ x _____ Area: Specs.
(Please submit a rendering of the sign including materials and colors)

7. The home occupation may utilize not more than twenty percent (20%) of the dwelling unit finished living space. *ok*

8. The home occupation may utilize one accessory structure. *ok*

9. No more than two customers shall be served at any given time. *ok*

Applicant's/Representative's Signature: *Nicola Manjucic*

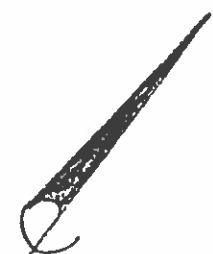
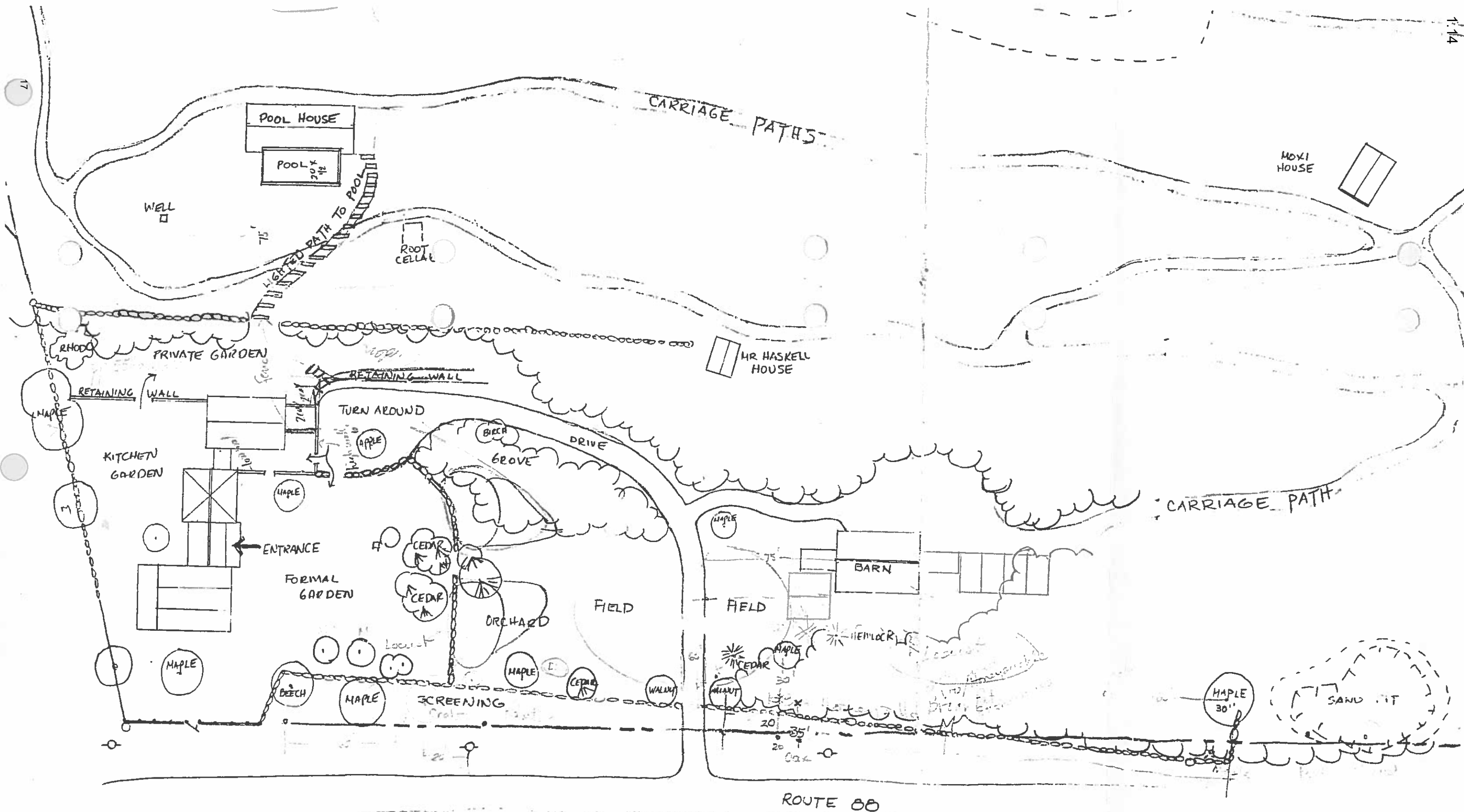
Printed: *Nicola Manjucic*

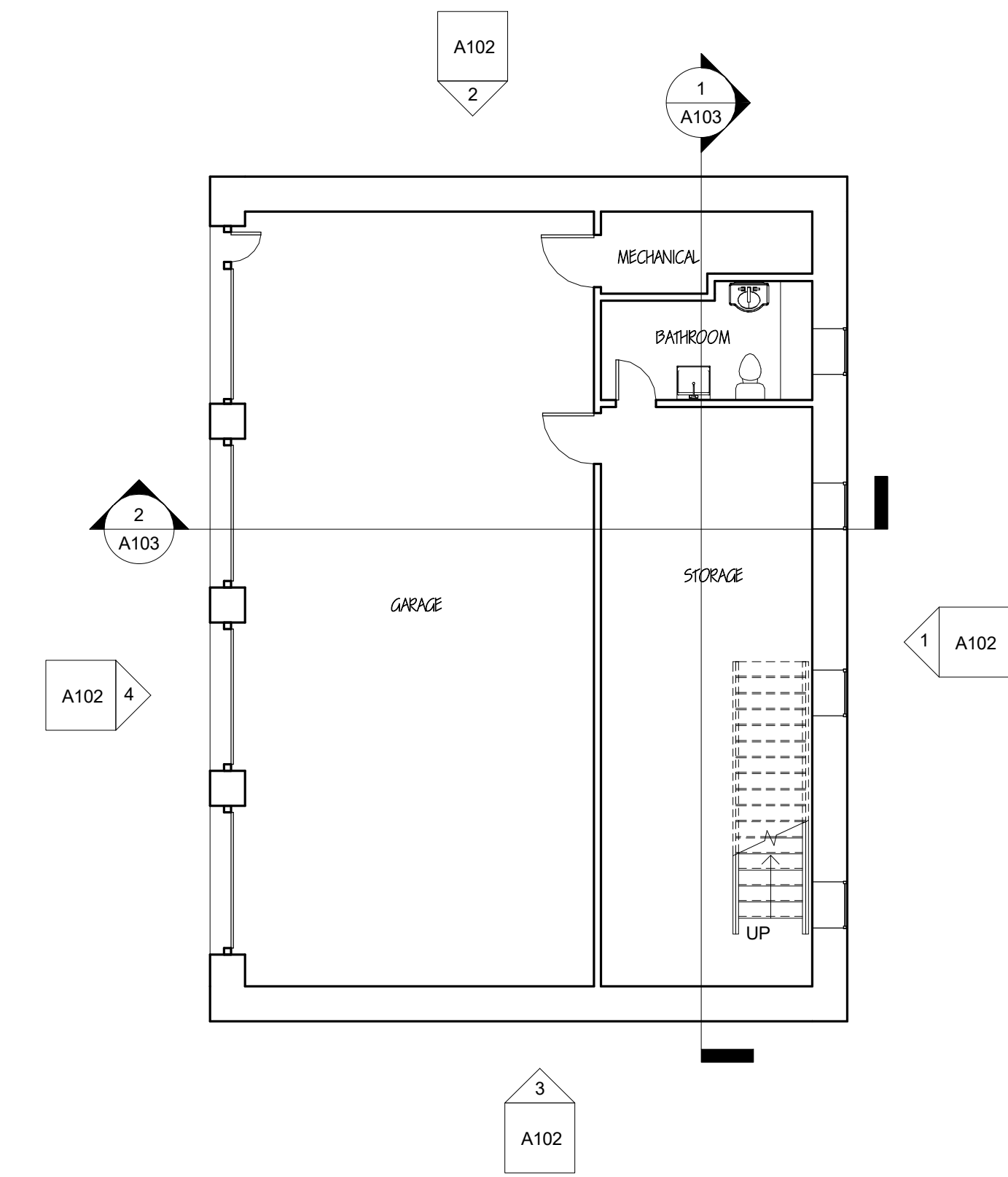
"I authorize appropriate staff within the Yarmouth Planning Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to collect facts pertaining to my application."

For Staff Use Only

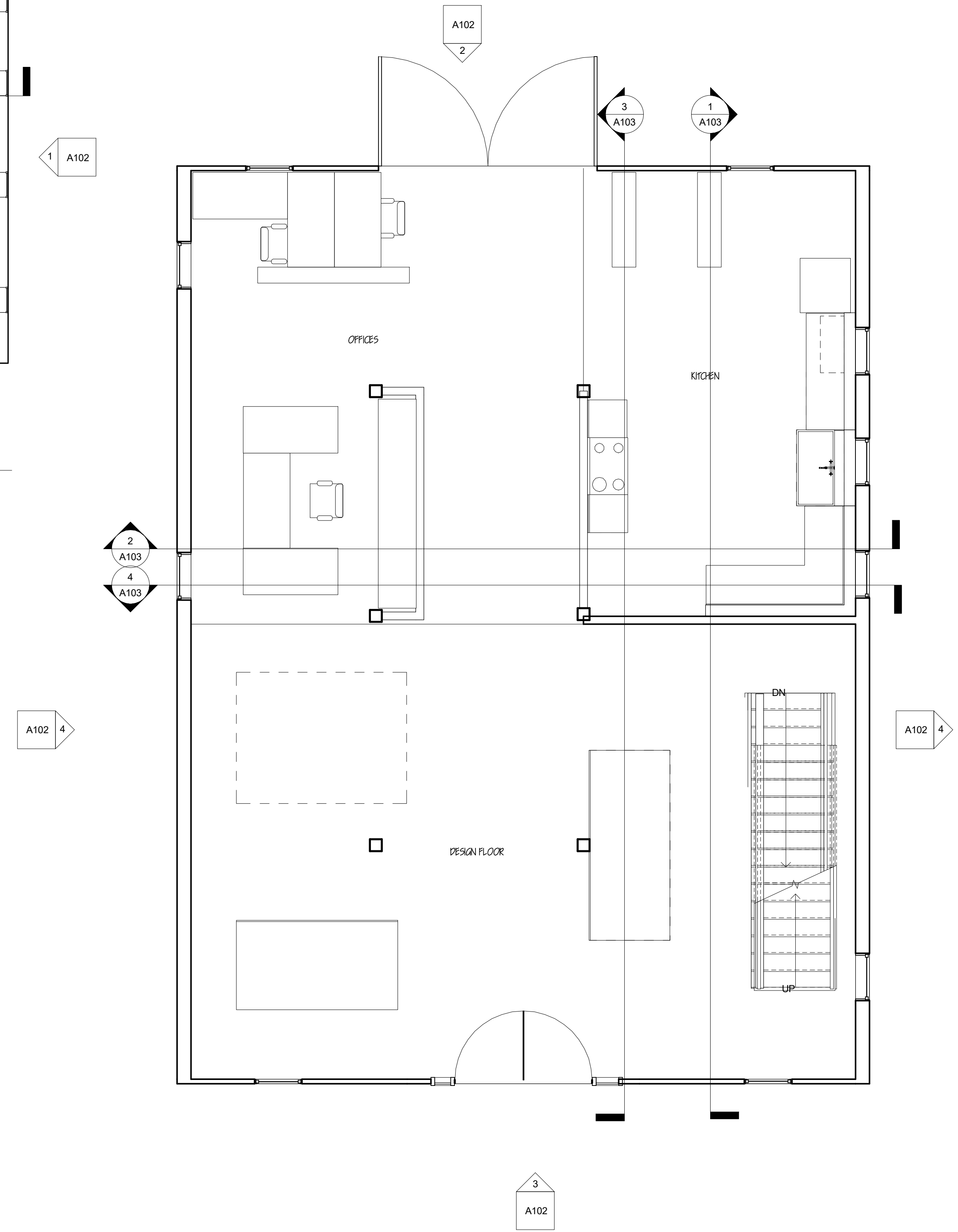
Approved _____ Denied _____ Board of Appeals Yes _____ No _____
Date: _____

Director of Planning and Development

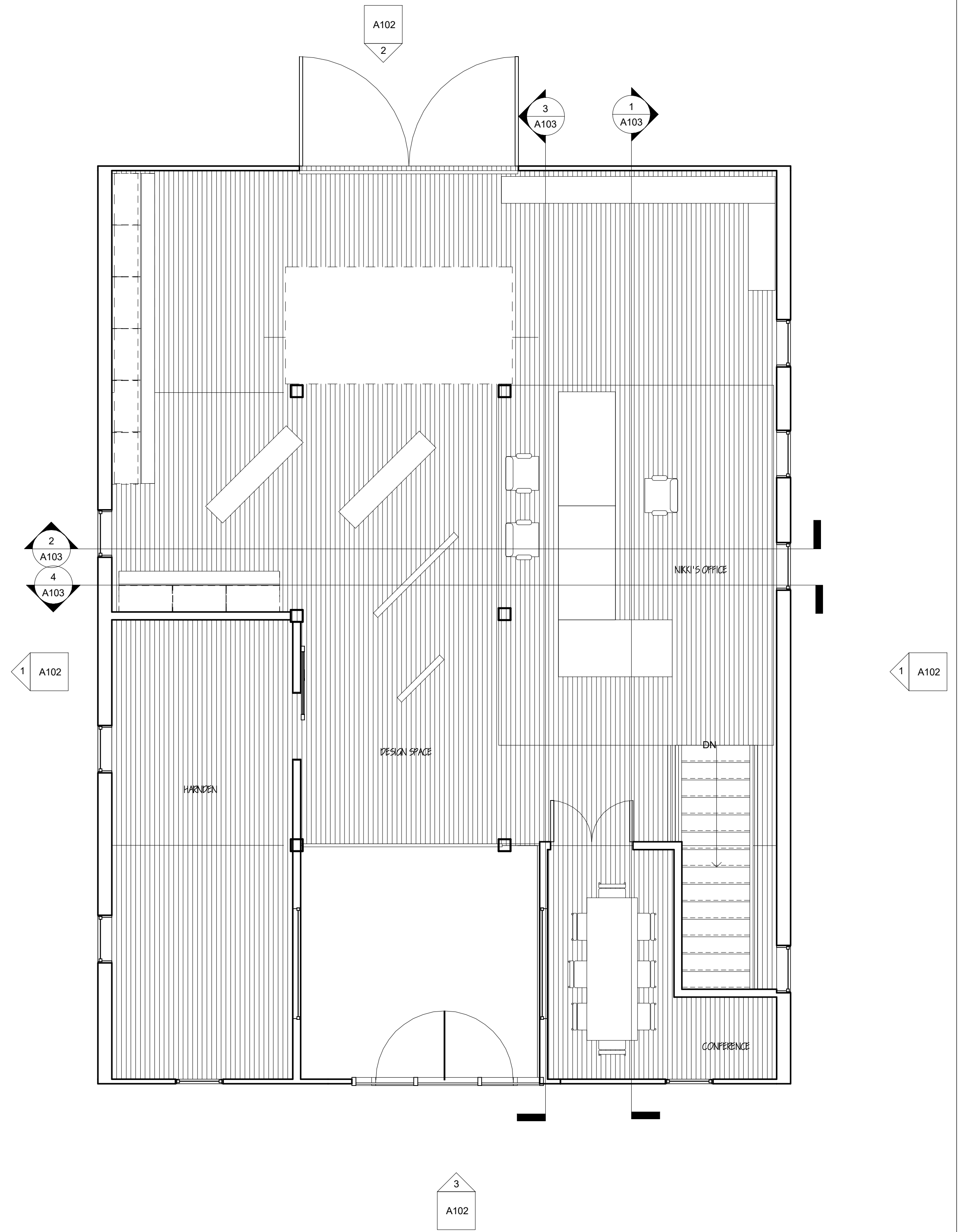




1 Level 1
1/8" = 1'-0"



2 Level 2
1/4" = 1'-0"



3 Level 3
1/4" = 1'-0"

CONTACT:
NICOLA MANGANELLO
NICOLA'S HOME
106 LAFAYETTE STREET
YARMOUTH, MAINE 04096
(207) 847-3466
nicola@nicolashome.com

www.nicolashome.com

NICOLA'S HOME

463 LAFAYETTE

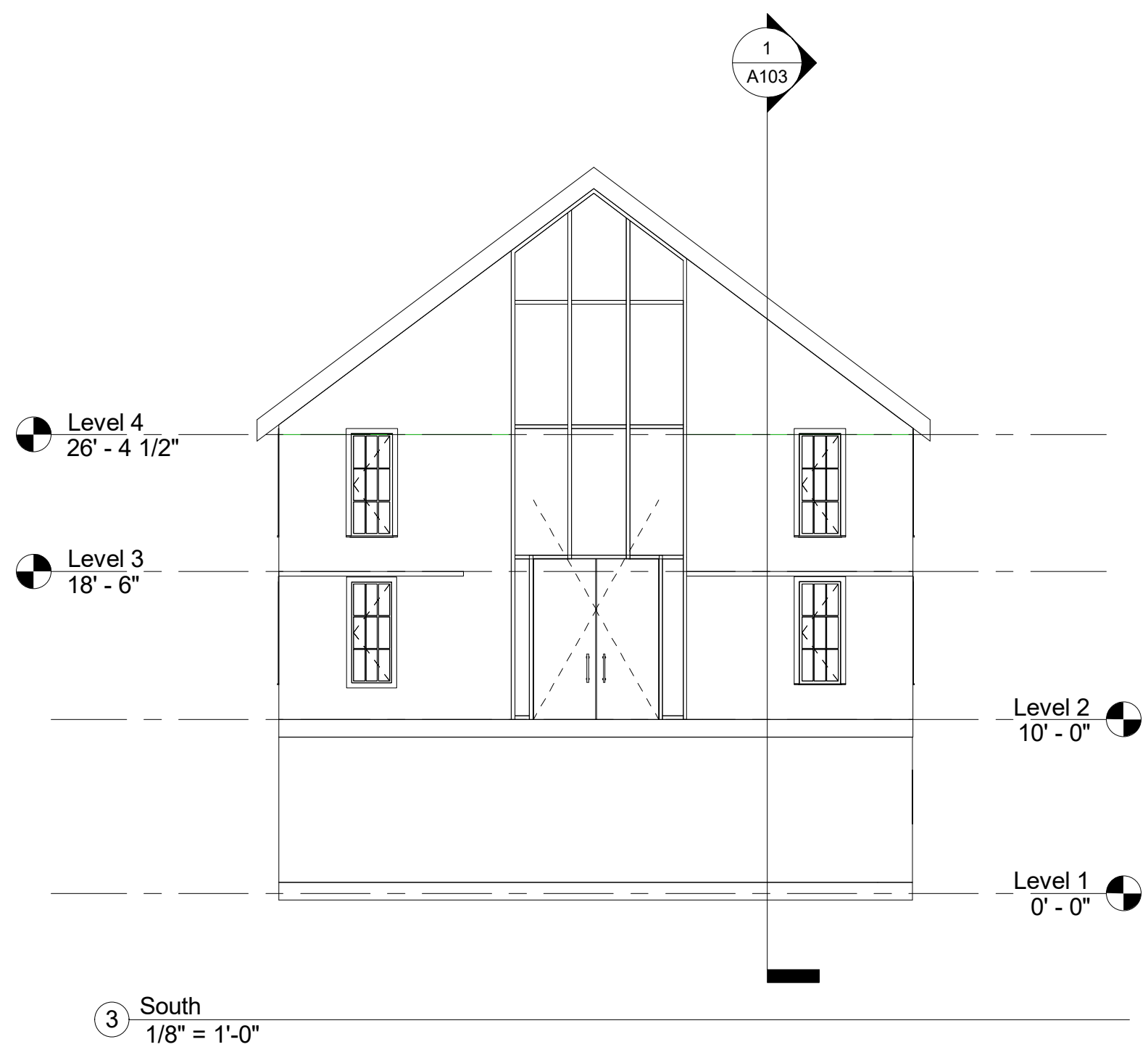
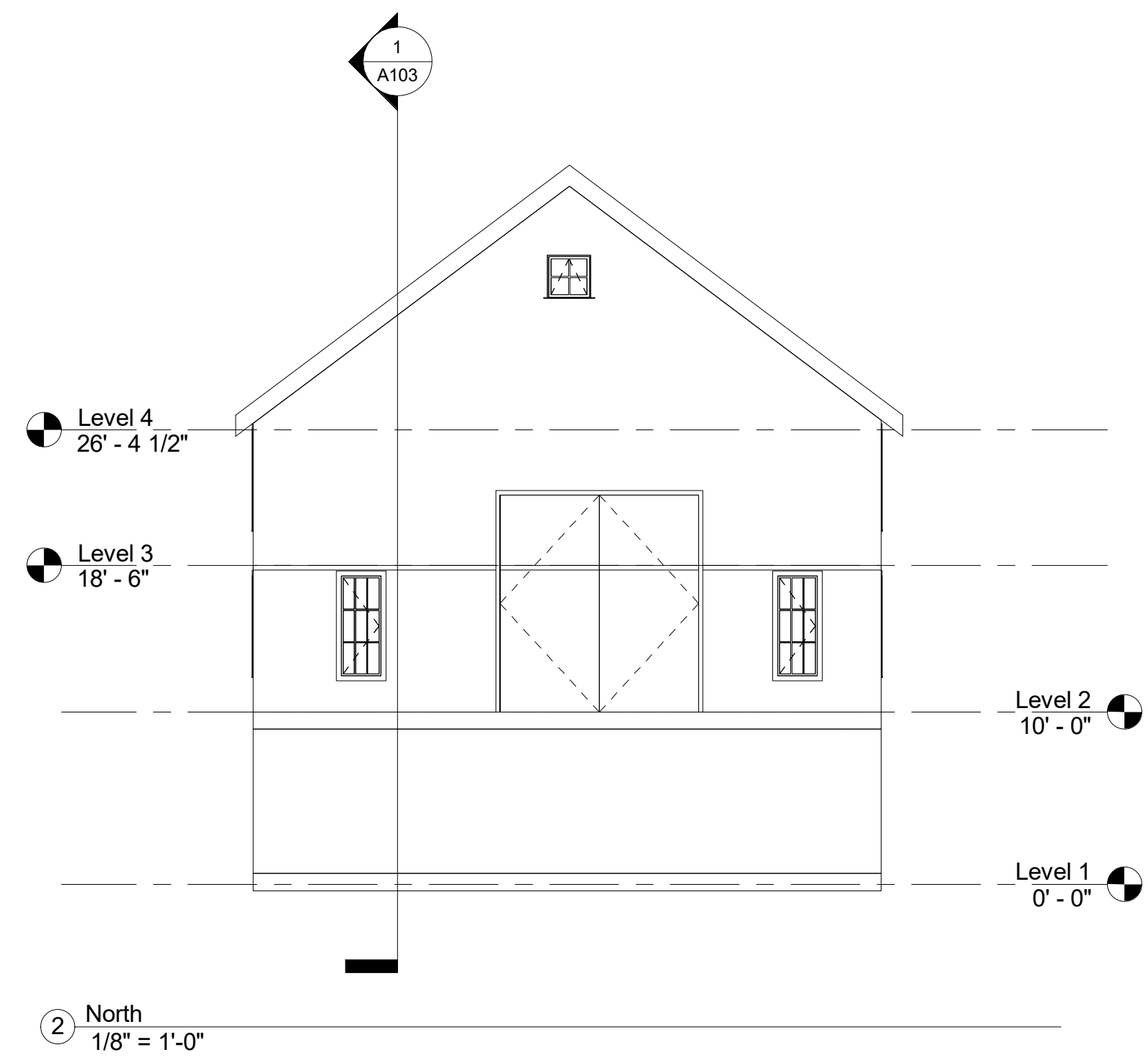
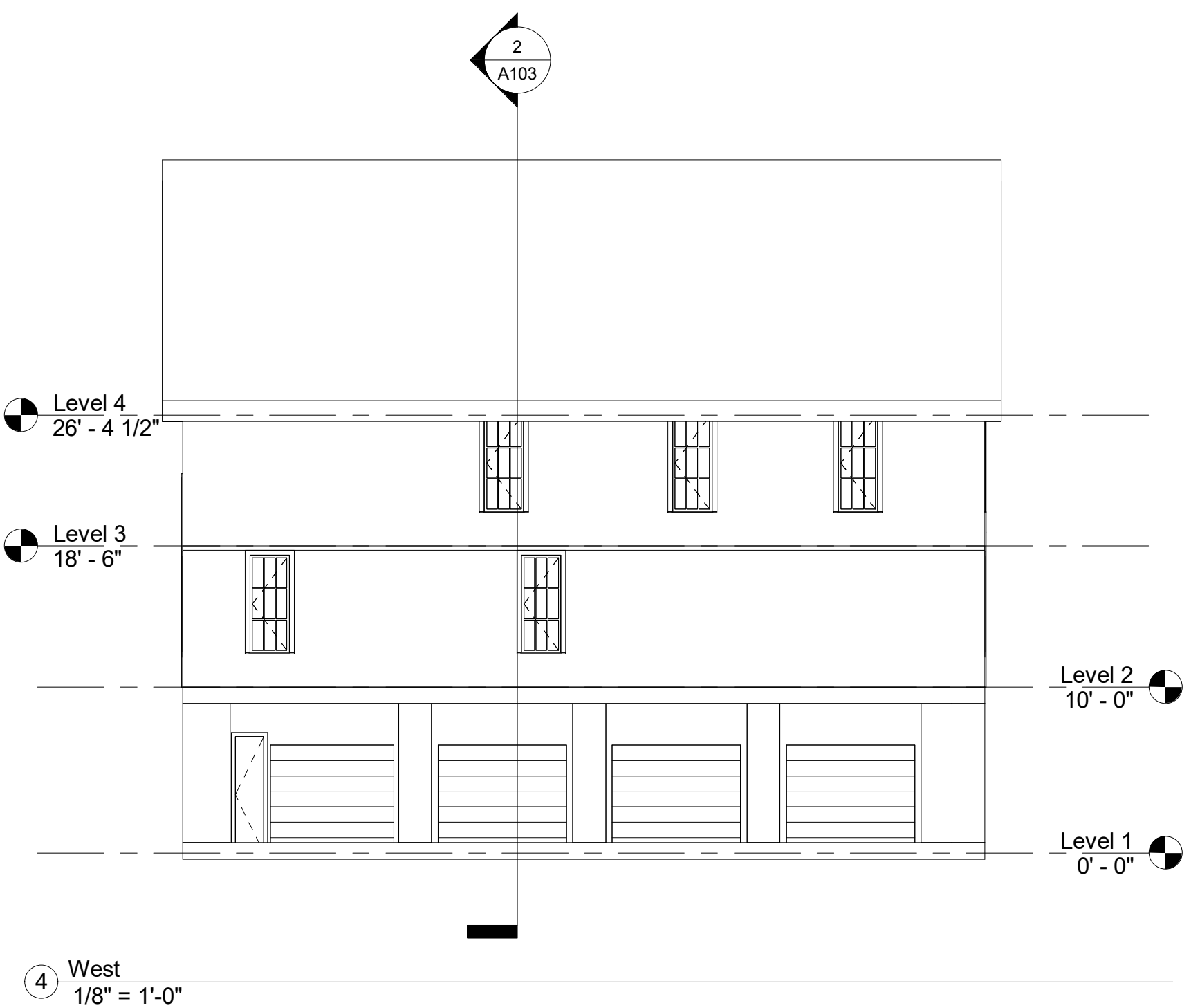
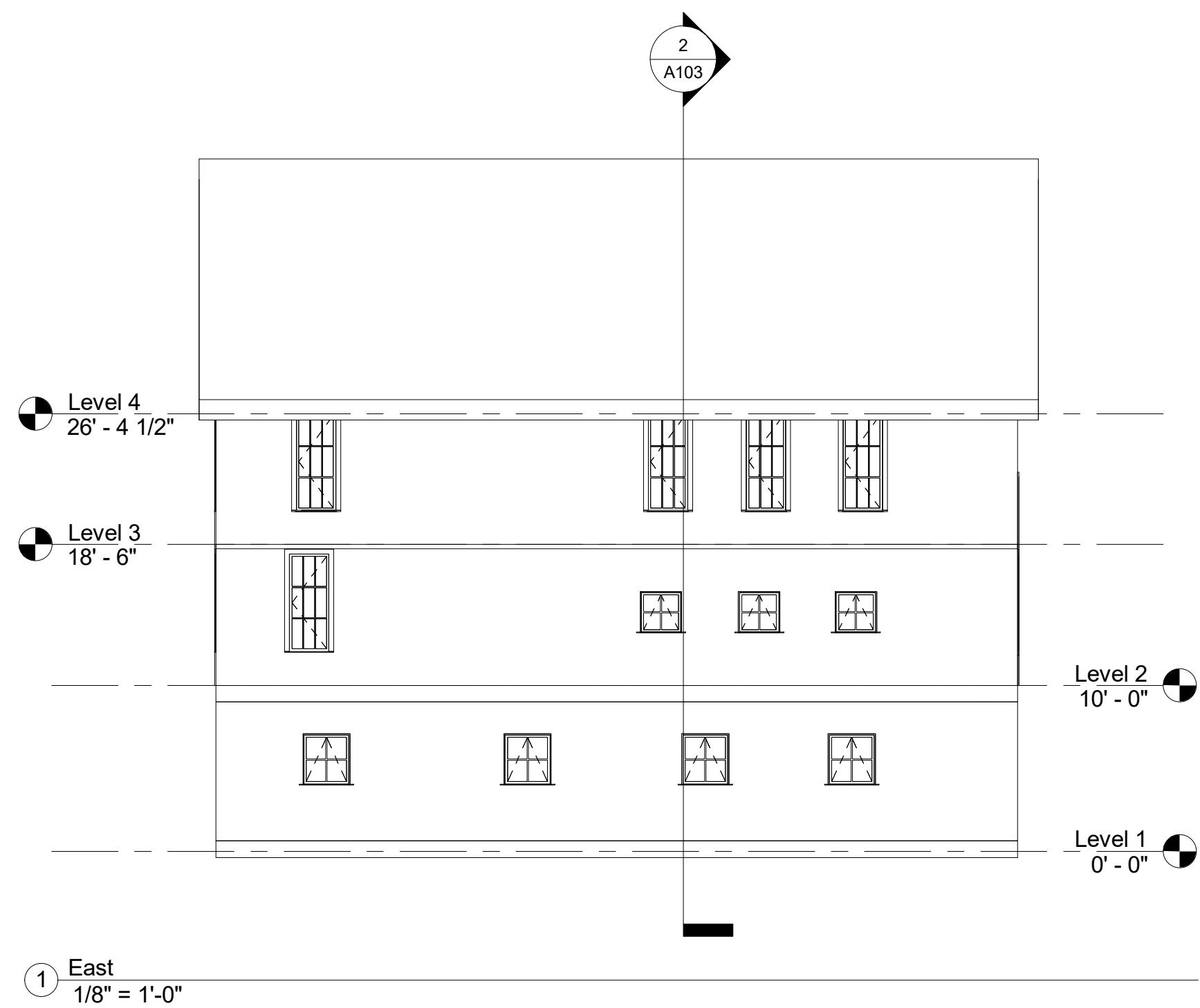
BARN OFFICE

FLOORPLANS

Drawn By KL
Designed By NM

AIOI

Scale As indicated



CONTACT:
NICOLA MANGANELLO
NICOLA'S HOME
106 LAFAYETTE STREET
YARMOUTH, MAINE 04096
(207) 847-3466
nicola@nicolashome.com

www.nicolashome.com

NICOLA'S HOME

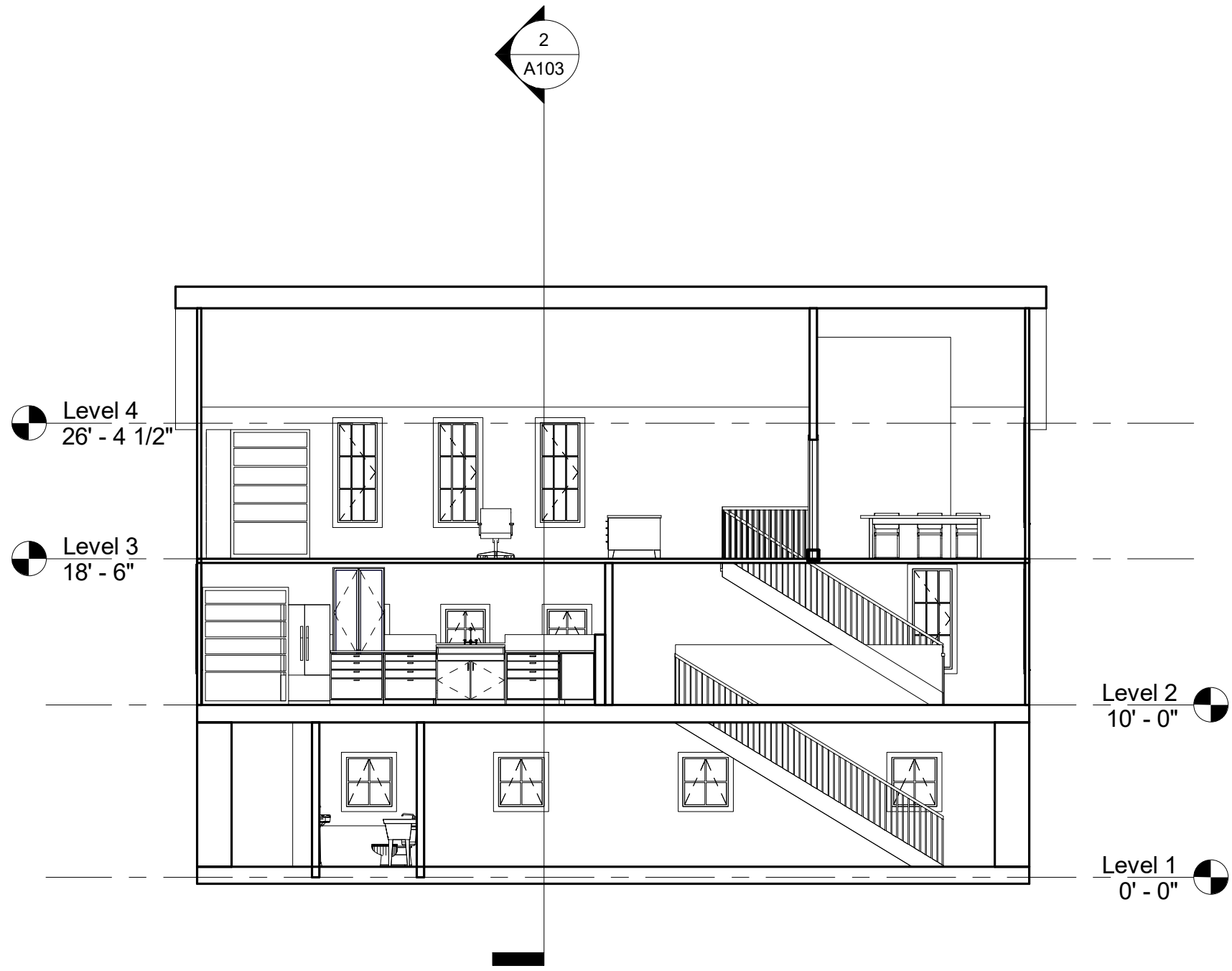
463 LAFAYETTE
BARN OFFICE

EXTERIOR
ELEVATIONS

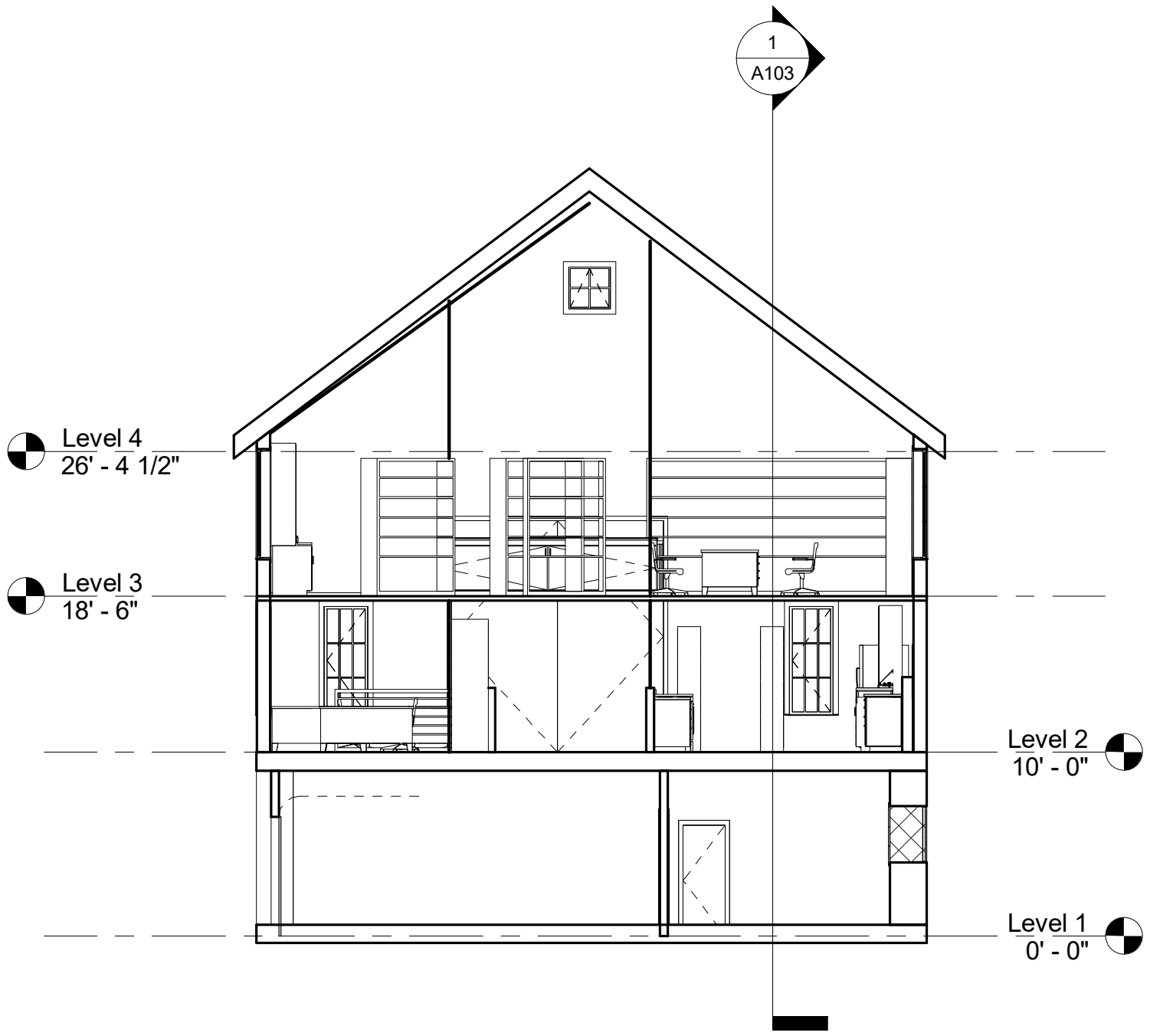
Drawn By KL
Designed By NM

A102

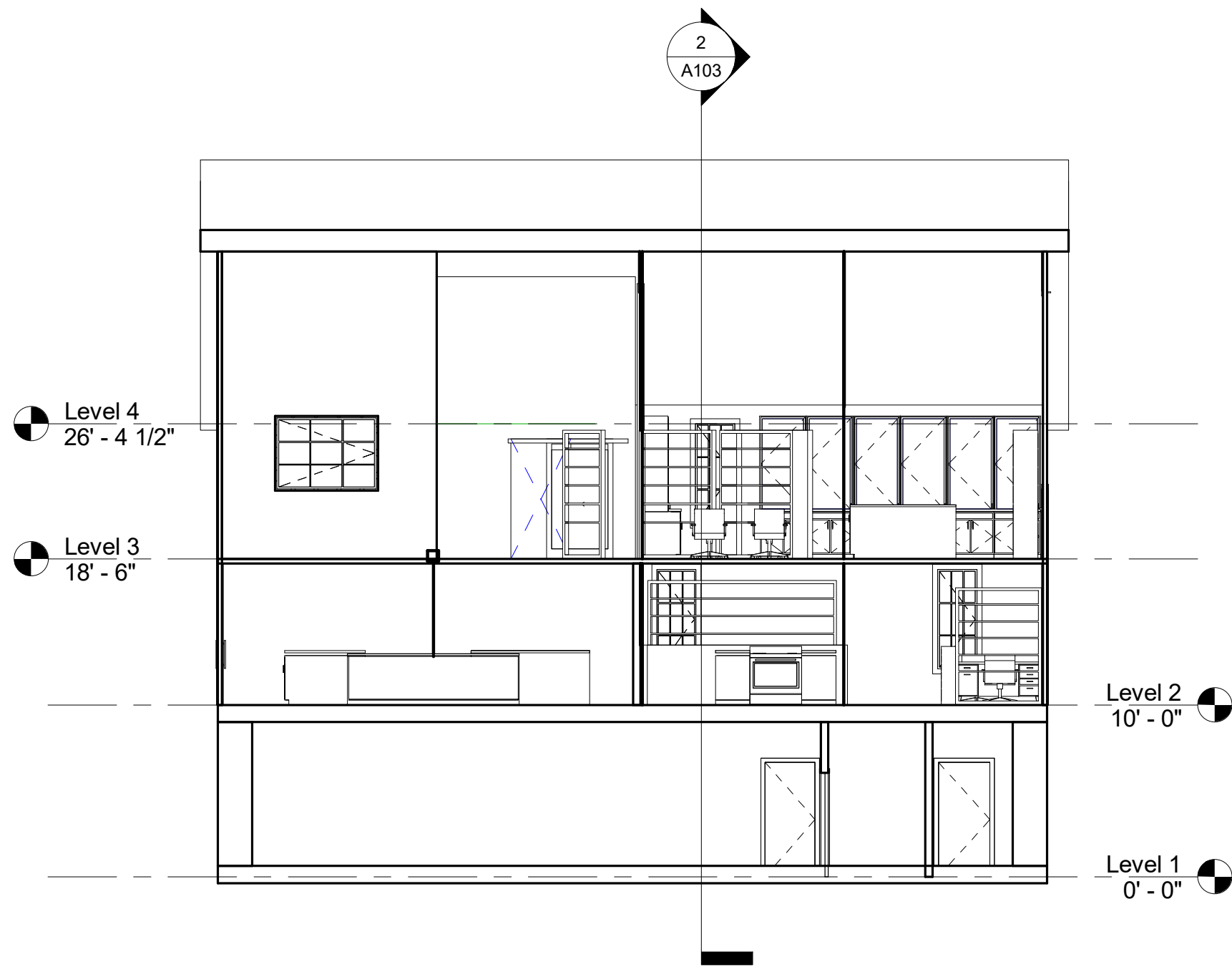
Scale 1/8" = 1'-0"



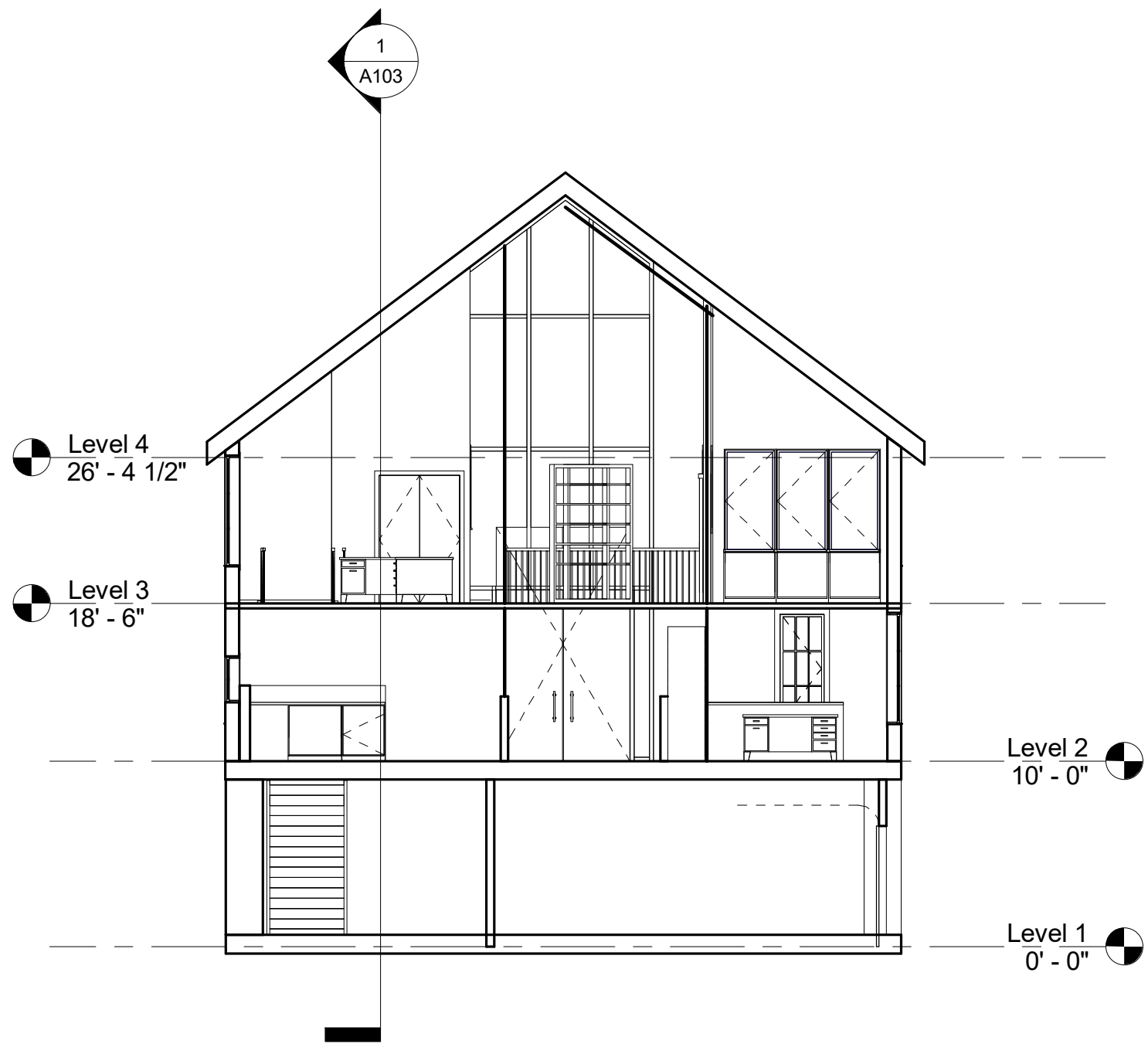
1 Section 1
1/8" = 1'-0"



2 Section 2
1/8" = 1'-0"



3 Section 3
1/8" = 1'-0"



4 Section 4
1/8" = 1'-0"

CONTACT:
NICOLA MANGANELLO
NICOLA'S HOME
106 LAFAYETTE STREET
YARMOUTH, MAINE 04096
(207) 847-3466
nicola@nicolashome.com

www.nicolashome.com

NICOLA'S HOME

463 LAFAYETTE
BARN OFFICE

SECTIONS

Drawn By KL
Designed By NM

A103

Scale 1/8" = 1'-0"

YARMOUTH GENERAL BOARD of APPEALS

Special Exception Standards, Findings, & Decision General Board of Appeals Meeting of October 3, 2016

Applicant/Project Description

Nicola Manganello and James Harnden tentative buyer of property at 463 Lafayette Street, Map 04- Lot 05, requests a Special Exception to convert existing barn to offices to house the businesses of the owners, Nicola's Home (NM) and Harnden Commercial Brokers (HCB) as a Home Occupation and to permit an increased number of full time non-resident employees from the two allowable to no more than 5 total for the combined two home occupations. Also to permit an increase in the amount of the existing barn floor area that can be utilized for the home occupation(s) to 62%, in excess of 20 % of the existing dwelling unit as permitted in the Low Density Residential (LDR) District. Reference: Chapter 701, Article II Section J, Article IV, Section G. (LDR District), and Article VII, Section B., Subsection 2.b. (Special Exceptions) of the Town's Zoning Ordinance.

Chapter 701, Zoning, Article VII.2.b(2)(d) Standards for Special Exceptions

(d.) Standards for Special Exceptions. Before it issues a Special Exception permit, the Board of Appeals shall find, as a matter of fact, that the proposed use meets the following criteria:

- i.) The proposed use will not create unsanitary or unhealthful conditions by reason of sewage disposal, emissions to the air or water, or other aspects of its design or operation.

Findings of Fact:

State of Maine HHE 200 and the existing bathroom in the barn will meet State standards. No additional septic will be required per CEO/LPI.

Findings and conclusion moved by Tom Marjerison, seconded by Craig Wolff, and voted 4 in favor, 0 opposed.

- ii.) The proposed use will not create unsafe vehicular or pedestrian traffic conditions when added to existing and foreseeable traffic in its vicinity.

Findings of Fact:

The requested 10 trips per day by employees and owners will not create unsafe conditions.

Findings and conclusion moved by Craig W., seconded by Phil Ahrens, and voted 4 in favor, 0 opposed.

- iii.) The proposed use will not create public safety problems which would be substantially different from those created by existing uses in the neighborhood or require a substantially greater degree of Municipal fire or police protection than existing uses in the neighborhood.

Findings of Fact:

No increase in fire or police needed as per plans submitted.

Findings and conclusion moved by Tom M., seconded by Phil A., and voted 4 in favor, 0 opposed.

- iv.) The proposed use will not result in unreasonable sedimentation or erosion, or have an adverse effect on water supplies.

Findings of Fact:

No unreasonable sediment based on DEP standard for soil erosion was indicated in application and testimony.

Findings and conclusion moved by Tom M., seconded by Craig W., and voted 4 in favor, 0 opposed.

- v.) The proposed use will be compatible with existing uses in the neighborhood, with respect to physical size, visual impact, intensity of use, proximity to other Structures and density of development.

Findings of Fact:

The home occupation is contained within the existing barn with no exterior size change. The proposal provides a productive use for the historic barn and thereby helps ensure the preservation of an important and attractive structure. While the 62% residential use exceeds the normal 20% limit, the large structure and site can absorb the use with limited visual and traffic impacts. The application, public hearing testimony, and with appropriate conditions on the level and time frame of activity and visibility, demonstrate that this use as proposed will be compatible in the neighborhood.

Findings and conclusion moved by Craig W. , seconded by Tom M., and voted 4 in favor, 0 opposed.

- vi.) If located in a Resource Protection District or Shoreland Zone, the proposed use (1) will not result in damage in spawning grounds, fish, aquatic life, bird and other wildlife habitat; (2) will conserve Shoreland Vegetation; (3) will conserve visual points or access to water as viewed actual points of access to waters; (5) will conserve natural beauty; (6) will avoid problems associated with flood plain development and use; and (7) will comply with the performance standards of Article II of this Ordinance.

Findings of Fact:

Not located in Resource Protection District or Shoreland Zone.

Findings and conclusion moved by Tom M. , seconded by Craig W., and voted 4 in favor, 0 opposed.

- vii.) The applicant has sufficient right, title or interest in the site of the proposed use to be able to carry out the proposed use.

Findings of Fact:

Purchase/sales contract and testimony presented demonstrate sufficient right, title and interest in the property.

Findings and conclusion moved by Phil Ahrens., seconded by Craig W., and voted 4 in favor, 0 opposed.

- viii.) The applicant has the technical and financial ability to meet the standards of this Section and to comply with any conditions imposed by the General Board of Appeals pursuant to Article VII.B.2.b.(1)(e) of this Section.

Findings of Fact:

Technical and financial ability based on application and testimony of the applicant during the public hearing regarding the value of projects undertaken demonstrate sufficient financial capacity to undertake the project. Norway Savings will be financing.

Findings and conclusion moved by Craig W., seconded by Tom M., and voted 4 in favor, 0 opposed.

- (e.) Conditions of Special Exceptions. Upon consideration of the standards listed in Article VII.B.2.b.(1)(b) of this Section, the General Board of Appeals may attach such conditions, in addition to those required by other provisions of this Ordinance, as it finds necessary to insure compliance with those standards and all other applicable requirements of this Ordinance. Violation of any of those conditions shall be a violation of this Ordinance. Such conditions may include, but are not limited to, specifications for: type of Vegetation, increased setbacks and yards, specified sewage disposal and water supply facilities, landscaping and planting screens, hours of operation, operational controls, professional inspection and maintenance, sureties, location of Piers, Docks, parking and signs, and types of construction.

Conditions of Approval:

1. Monday through Friday, 8:30am-5pm hours of operation only.
2. Maximum of 10 trips/day for home occupations
3. Not to exceed 5 outside employees or equivalent; 3 for Nicola's and 2 for Harnden
4. Parking for the Home Occupation shall be located behind the barn to limit visibility from the street, or if located elsewhere on the site parking shall be screened from view from the road in a manner subject to review and approval by the Planning Department.

5. Approval of Variations from Plans: The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant, testimony during the public hearing, and the administrative record. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.

Motion to Approve: Based on the findings of fact and conclusions as voted above, and subject to the five conditions of approval as stated above, the Yarmouth General Board of Appeals hereby finds that approval of the Home Occupations **does** achieve the spirit and intent of the Home Occupation definition in Article I.D, and therefore **approves** Special Exception application for Nicola Manganello and James Harnden, tentative buyers of property at 463 Lafayette Street, Map 04 Lot 05.

Motion moved by Tom Marjerison, seconded by Craig Wolff, and voted unanimously, 4 in favor, 0 opposed.

Voted by the Town of Yarmouth General Board of Appeals on October 3, 2016.

Signed by:


 Jennifer Peters, Chair, General Board of Appeals

10.26.16
 Date



Nicholas Ciarimboli
Code Enforcement Officer
E-mail: nciarimboli@yarmouth.me.us

Tel: 207-846-2401
Fax: 207-846-2438

TOWN OF YARMOUTH
200 Main Street, Yarmouth, Maine 04096
www.yarmouth.me.us

September 20, 2017

Dear Ms. Manganello,

Please be advised that the currently advertised 'Tent Sale' event at 463 Lafayette St. for Thursday, September 21, 2017 through Saturday, September 23, 2017 from 10AM-5PM would be in violation of the Town of Yarmouth, Home Occupation Ordinance (CH 701 Zoning/ Art II/ Section J) and the special exceptions granted by the Yarmouth General Board of Appeals for the home occupation of 'Nicola's Home' in the October 3, 2016 meeting. Additionally, all off-premises advertising for such an event is also prohibited. Please remove these signs immediately. If it is your will to proceed in violation of this ordinance, you do so at your own risk. The Town reserves its authority to enforce these ordinances including any appropriate remedies or fines as may be imposed as a consequence of said violation. If you have any questions, please let me know. Thank you for your time.

Very Respectfully,

Nicholas J. Ciarimboli

YARMOUTH GENERAL BOARD of APPEALS

Special Exception Standards, Findings, & Decision
General Board of Appeals Meeting of August 12, 2019

Applicant/Project Description

Nicola Manganello and James Harnden owners of property at 463 Lafayette Street, Map 04- Lot 05, requests an amendment to their previously approved Home Occupation Special Exception to allow for an annual tent sale on the premises.

Reference: Chapter 701, Article II Section J, Article IV, Section G. (LDR District), and Article VII, Section B., Subsection 2.b. (Special Exceptions) of the Town's Zoning Ordinance.

Chapter 701, Zoning, Article VII.2.b(2)(d) Standards for Special Exceptions

- (d.) **Standards for Special Exceptions.** Before it issues a Special Exception permit, the Board of Appeals shall find, as a matter of fact, that the proposed use meets the following criteria:
- i.) The proposed use will not create unsanitary or unhealthful conditions by reason of sewage disposal, emissions to the air or water, or other aspects of its design or operation.

Findings of Fact:

Findings and conclusion moved by _____, seconded by _____, and voted ____ in favor, ____ opposed, _____.
(note members voting in opposition, abstained, recused, or absent, if any).

- ii.) The proposed use will not create unsafe vehicular or pedestrian traffic conditions when added to existing and foreseeable traffic in its vicinity.

Findings of Fact:

Findings and conclusion moved by _____, seconded by _____, and voted ____ in favor, ____ opposed, _____.
(note members voting in opposition, abstained, recused, or absent, if any).

- iii.) The proposed use will not create public safety problems which would be substantially different from those created by existing uses in the neighborhood or require a substantially greater degree of Municipal fire or police protection than existing uses in the neighborhood.

Findings of Fact:

Findings and conclusion moved by _____, seconded by _____, and voted ____ in favor, ____ opposed, _____.
(note members voting in opposition, abstained, recused, or absent, if any).

- iv.) The proposed use will not result in unreasonable sedimentation or erosion, or have an adverse effect on water supplies.

Findings of Fact:

Findings and conclusion moved by _____, seconded by _____, and voted ____ in favor, ____ opposed, _____.
(note members voting in opposition, abstained, recused, or absent, if any).

- v.) The proposed use will be compatible with existing uses in the neighborhood, with respect to physical size, visual impact, intensity of use, proximity to other Structures and density of development.

Findings of Fact:

Findings and conclusion moved by _____, seconded by _____, and voted ____ in favor, ____ opposed, _____.
(note members voting in opposition, abstained, recused, or absent, if any).

- vi.) If located in a Resource Protection District or Shoreland Zone, the proposed use (1) will not result in damage in spawning grounds, fish, aquatic life, bird and other wildlife habitat; (2) will conserve Shoreland Vegetation; (3) will conserve visual points or access to water as viewed actual points of access to waters; (5) will conserve natural beauty; (6) will avoid problems associated with flood plain

development and use; and (7) will comply with the performance standards of Article II of this Ordinance.

Findings of Fact:

Findings and conclusion moved by _____, seconded by _____, and
voted ____ in favor, ____ opposed, _____.
(note members voting in opposition, abstained, recused, or absent, if any).

- vii.) The applicant has sufficient right, title or interest in the site of the proposed use to be able to carry out the proposed use.

Findings of Fact:

Findings and conclusion moved by _____, seconded by _____, and
voted ____ in favor, ____ opposed, _____.
(note members voting in opposition, abstained, recused, or absent, if any).

- viii.) The applicant has the technical and financial ability to meet the standards of this Section and to comply with any conditions imposed by the General Board of Appeals pursuant to Article VII.B.2.b.(1)(e) of this Section.

Findings of Fact:

Findings and conclusion moved by _____, seconded by _____, and
voted ____ in favor, ____ opposed, _____.
(note members voting in opposition, abstained, recused, or absent, if any).

- (e.) Conditions of Special Exceptions. Upon consideration of the standards listed in Article VII.B.2.b.(1)(b) of this Section, the General Board of Appeals may attach such conditions, in addition to those required by other provisions of this Ordinance, as it finds necessary to insure compliance with those standards and all other applicable requirements of this Ordinance. Violation of any of those conditions shall be a violation of this Ordinance. Such conditions may include, but are not limited to, specifications for: type of Vegetation, increased setbacks and yards,

specified sewage disposal and water supply facilities, landscaping and planting screens, hours of operation, operational controls, professional inspection and maintenance, sureties, location of Piers, Docks, parking and signs, and types of construction.

Conditions of Approval:

1. _____
2. _____
3. _____
4. _____
5. _____

Motion to Approve: Based on the findings of fact and conclusions as voted above, and subject to the conditions of approval as stated above, the Yarmouth General Board of Appeals hereby finds that approval of the Home Occupations [**does/does not**] achieve the spirit and intent of the Home Occupation definition in Article I.D, and therefore [**approves/denies**] Special Exception application for Nicola Manganello and James Harnden, owners of property at 463 Lafayette Street, Map 04 Lot 05.

Findings and conclusion moved by _____, **seconded by** _____, **and voted** ____ **in favor,** ____ **opposed,** _____.
(note members voting in opposition, abstained, recused, or absent, if any).

Voted by the Town of Yarmouth General Board of Appeals on
_____.

Signed by:

Jennifer Peters, Chair, General Board of Appeals

Date

CHAPTER 701

ZONING ORDINANCE

Article II

J. HOME OCCUPATIONS

Any home occupation shall be permitted as an Accessory Use in any zoning district that allows residential uses use if it complies with the requirements of this Section.

A written description of the business and any supporting materials must be submitted to the Planning Department. The written description shall provide reasonable evidence that the proposal will meet the performance criteria outlined in 1 through 10 below. If a proposal for a Home Occupation does not strictly meet the performance criteria the applicant may apply to the Zoning board under Article VII.B.b (Special Exceptions) for consideration of the Special Exception criteria in order to achieve the spirit and intent of the Home Occupation definition in Article I.D.

1. The home occupation shall be carried on by a member of the family residing in the dwelling unit only. One employee who is not part of the family is permitted. In addition to the residents of the dwelling unit one employee who is not residing in the dwelling unit is permitted. No more than one full-time employee or that number of part-time employees required to do the work of one full-time employee may be employed in the home occupation on the site at any one time.
2. The home occupation shall be carried on wholly within the principal or Accessory Structures except that materials or equipment may be stored on site subject to provision three below.
3. Exterior displays, exterior storage of materials, and exterior indication of the home occupation or variation from the residential character of the principal structure shall not be permitted except for signs permitted in six (6) below. All materials or equipment shall be stored inside an enclosed structure or screened year round from abutters and the general public.
4. Objectionable circumstances such as but not limited to noise, vibration, smoke, dust, electrical disturbance, odors, heat, storage of hazardous materials, or glare shall not be produced.
5. Traffic generated shall be in keeping with the character of the neighborhood.
6. In any district, a home occupation sign not exceeding two (2) square feet in surface is permitted which announces the name, address, profession or home occupation of the occupant of the premises on which said sign is located.
7. The home occupation may utilize not more than twenty percent (20%) of the dwelling unit finished living space.

8. The home occupation may utilize one Accessory Structure.
9. No more than two customers shall be served at any given time.
10. In addition to the off-street parking provided to meet the normal requirements of the dwelling, adequate parking may be required to provide for the vehicle of any additional employee and for a maximum of two (2) customers.

CHAPTER 701, ZONING, ARTICLE I.D, DEFINITIONS

Home Occupation: An Accessory Use conducted within a dwelling unit or Accessory Structure by the residents thereof, which is clearly incidental and secondary to the dwelling used for living purposes and does not change the character of the residential use of the property and surrounding residential uses. (See ARTICLE II.J).

ARTICLE IV

G. “LDR” – LOW DENSITY RESIDENTIAL

The low density residential district provides Yarmouth with residential areas which provide a wholesome living environment.

Permitted Uses:

- | | |
|--|----------------------|
| Single Family Detached Dwelling | Multiplex |
| Two Family Detached Dwelling | Agriculture |
| Cluster Development (see Article II.M) | Church |
| Accessory Uses and Buildings | Family Day Care Home |
| Farm Animals for Personal Use | Manufactured Housing |
| Storage Buildings | Essential Services |
| Municipal Uses and Buildings | |
| Antenna array on Alternative Tower Structure, except no microwave dish antennas are permitted | |
| Wireless communication facility (see Article II.Z & Ch. 702, Site Plan Review Ordinance), except no microwave dish antennas are permitted ^b | |
| Home Occupations (pursuant to II.J) | |
| Accessory Dwelling Units | |

Special Exception

- | | |
|--|---------------------|
| Public Utilities | Cemeteries |
| Private Clubs – (on at least 5 Acres) | Schools |
| Animal Husbandry | Group Day Care Home |
| Day Care Center facility within Churches and Community Buildings (requires site plan review) | |

Low Density Residential Minimum Dimensional Requirements

(May be modified in accordance with the Ordinance)

	Single Family and other uses	Two Family Detached	Multiplex
Area	2 Acres	4Acres	30 Acres
Acres/unit ^a			1.7
Lot Width ^c	200 feet	200 feet	
Front Yard	40 feet	40 feet	
Side Yard	20 feet	20 feet	
Rear Yard	40 feet	40 feet	

- a- adopted 2/16/95: Lot size, setback, lot coverage, and frontage requirements waived for “essential services”
- b- must be served by sewer
- c- width must be maintained from the front lot line to the minimum front yard set back

- 1. LDR – Back lot (RR back Lot provisions shall apply, subject to the dimensional requirements of the LDR zone.)



Town of Yarmouth,
Maine
Incorporated 1849
YARMOUTH FIRE RESCUE
178 NORTH ROAD (PO BOX 964)
YARMOUTH, MAINE 04096



MICHAEL ROBITAILLE, CHIEF OF DEPARTMENT

DAN MASSELLI, DEPUTY FIRE/EMS CHIEF
BILL GODDARD, DEPUTY CHIEF

To: Alex Jaegerman, Town Planner
From: Michael Robitaille, Fire Rescue Chief
Date: June 27, 2019
RE: Nicola Manganello, 463 Lafayette Street

I have reviewed the request for Special Exception Appeal Application submitted by Nicola Manganello for 463 Lafayette Street and make the following requirements.

No guy wire or guy rope shall cross any means of egress at a height of less than seven (7) feet. [NFPA 1, Chapter 25.1.3.2]

Tent stakes adjacent to any means of egress from any tent open to the public shall be railed off, capped, or covered so as not to present any hazard to the public. [NFPA 1, Chapter 25.1.3.3]

There shall be a minimum of ten (10) feet between stake lines. [NFPA 1, Chapter 25.2.3.1 and Life Safety 101, Chapter 11.11.3.1]

Tents shall be no closer than ten (10) feet from any other structure. [NFPA 1, Chapter 25.2.3.5 and Life Safety 101, Chapter 11.11.3.5]

Smoking shall not be permitted in any tents. [Life Safety 101, Chapter 11.11.4.2.1]

MEMO



To: Nicholas Ciarimboli, Code Enforcement/Asst. Director of Planning

From: Chief Daniel Gallant

Date: 27 June 2019

RE: Special Exception Appeal Application - 463 Lafayette Street

I have reviewed the Special Exception Appeal Application for 463 Lafayette Street. I have the following comment:

Due to traffic and site lines, in addition to the proximity of the Gilman Road intersection to the event, I agree that No Parking signs should be erected on the eastern (Gilman Road) side of Route 88 as indicated in the application.

Please let me know if I can be of any further assistance in this matter.

From: Ann Noyes <tanoyes@maine.rr.com>
Sent: Sunday, July 28, 2019 6:52 PM
To: Nicholas Ciarimboli <NCiarimboli@yarmouth.me.us>
Subject: Applicant: Nicola Manganello

Mr. Ciarimboli:

I am writing in response to your notice dated July 24, 2019 regarding Nicola Manganello's Special Exception Appeal Application.

I reside next door at 509 Lafayette Street where I have lived since 1976.

I have enjoyed good relations with my friends and neighbors, Nicola and Jim. I stated no objections to their application for Special Exception of an expanded Home Occupation when I appeared at the Planning Board's meeting in October, 2016, but I now must express my opposition to their proposal to allow annual tent sales at

463 Lafayette Street. This proposal is contrary to my understanding in 2016 that the tent sale then conducted was to be a "one and done" event as Nicola closed her store at Lower Falls Landing and transitioned her business to interior design consulting only, not retail.

Annual tent sales, in contrast, seem to me to transform a residential and generally historic neighborhood into a commercial area, a change in the character of the neighborhood which I don't think is appropriate or should be permitted. I ask that the application be denied by the Board of Appeals. Thank you for your consideration of my comments.

Edward D. Noyes, III, 509 Lafayette Street, Yarmouth, ME 04096

