

1. Zoning Board Of Appeals Agenda And Application For May 21, 2015

Documents: [05-21-15 AGENDA.PDF](#)

2. Conditional Use Appeal - 1342 Congress Street

Documents: [1342 CONGRESS ST - CONDITIONAL USE APPEAL 05-07-15.PDF](#)

3. 1342 Congress Street - Supplemental Information

Documents: [J0096-009\(ZBA COVER LETTER\)-SUPPLEMENTAL.PDF](#)

4. 1342 Congress Street - Drawing L-1, Landscape Plan

Documents: [J0096-L-1-LANDSCAPE PLAN.PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, May 21, 2015, at 6:30 p.m. on the Second Floor in Room 209, Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. Old Business:

A. Conditional Use Appeal:

1342-1348 Congress Street, Jewish Community Alliance of Southern Maine, buyer, Tax Map 191, Block B, Lots 016 & 017, R-5 Residential Zone: The applicant is seeking a Conditional Use Appeal under section 14-118(c)(3) to operate a daycare/preschool for up to 68 students and an afterschool program for up to 20 students in part of the proposed building. Representing the appeal is Steve Brinn from the Jewish Community Alliance of Southern Maine.

2. Adjournment

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director Planning & Urban Development



RECEIVED

CITY OF PORTLAND ZONING BOARD OF APPEALS
Conditional Use Appeal Application

APR 21 2015

Applicant Information:

Steve Brinn
NAME
Jewish Community Alliance of Southern Maine
BUSINESS NAME
57 Ashmont Street
ADDRESS
Portland, Maine 04103
207-772-1959
TELEPHONE #
Purchaser
APPLICANT'S RIGHT, TITLE OR INTEREST
(eg; owner, purchaser, etc)
R-5 Residential
CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

Catholic Church

Dept. of Building Inspections
Subject Property Information of Portland Maine

1342 Congress Street
PROPERTY ADDRESS
191/B 16 & 17
CHART/BLOCK/LOT (CBL)
PROPERTY OWNER (if different)
Roman Catholic Bishop of Portland
NAME
510 Ocean Road
ADDRESS
Portland, Maine 04103

CONDITIONAL USE AUTHORIZED BY
SECTION 14 - 118(6)(3)

**TYPE OF CONDITIONAL USE
PROPOSED:**

School and Daycare

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

1. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and
2. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and
3. The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

[Signature]

SIGNATURE OF APPLICANT

4/21/15

DATE



J-0096-1
April 23 2015

RECEIVED

Ms. Sara Moppin, Chairwoman Zoning Board of Appeals
Portland City Hall
389 Congress Street
Portland, ME 04101

APR 23 2015

Dept. of Building Inspections
City of Portland Maine

Re: **Zoning Board of Appeals - Conditional Use Appeal Application**
Proposed Neighborhood Center - 1342 Congress Street

Dear Ms. Moppin:

On behalf of the Jewish Community Alliance of Southern Maine we are pleased to submit the following information relative to a Conditional Use Appeal Application:

- One (1) original and ten (10) copies of the Conditional Use Appeal Application form - (Original submitted on April 21, 2015)
- One (1) Check in the amount of \$100.00 made payable to the City of Portland for the Conditional Use Appeal Application fee - (Submitted on April 21, 2015)
- Eleven (11) copies ALTA/ASCM Land Title Survey, dated December 31, 2014
- Eleven (11) copies of the Overall Site Plan, Sheet C-2A, dated April 3, 2015
- Eleven (11) copies of the Site Plan, Sheet C-2B, dated April 3, 2015
- Eleven (11) copies of the Concept Floor Plan dated March 17, 2015
- Eleven (11) copies of the Tax Map
- Eleven (11) copies of the Site Location Photos
- Eleven (11) copies of the Purchase and Sales Agreement dated December 9, 2014
- Eleven (11) copies of the Traffic Memorandum dated March 19, 2015

Project Description

The proposed project will be constructed on a previously developed parcel identified as Map 191 B-16 & 17, which is located in the R-5 Residential Zoning District. Prior to closing in 2013, the land was in use by St Patrick's Catholic Church.

The proposed project consists of the construction of a (1) story, 19,300 SF Neighborhood Center with associated site improvements that include a surface parking lot, stormwater management system, utilities, site lighting, and landscaping. The existing building and associated site features will be demolished in accordance with conditions set forth by the seller.

Preliminary Site Plan Review and Conditional Use applications were submitted to the City of Portland Planning Department on April 3, 2015.

Zoning Description

On February 25, 2015, the Applicant met with the City of Portland Staff for a pre-application meeting. Based on feedback from the City it was determined that the proposed uses are allowed in the R-5 Residential Zone and are classified under the Institutional Conditional Uses in Section 14-118 of the Land Use Code. A portion of the building that is less than 10,000 SF will be used as a neighborhood center, which is under the jurisdiction of the Planning Board. The remaining portion of the proposed building will be used for

school/daycare programs, which are also allowed with conditional use approval under the jurisdiction of the Zoning Board of Appeals.

The following addresses the Standards for set forth by Section 14-474(3)(c)(2) of the City of Portland Land Use Code for Condition Use:

- A. *The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and*

A Trip Generation analysis was prepared and has been included with this submission. Based on this analysis, it is anticipated that the neighborhood center will generate fewer trips than the former Catholic Church overall and during peak periods. The number of parking spaces proposed meets the minimum amount required.

- B. *The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and*

It is not anticipated that the proposed uses at this site will create any objectionable or harmful conditions.

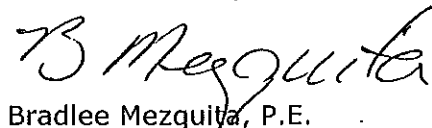
- C. *The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading, deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses or other allowable uses in the zone.*

The operation of the proposed project is not anticipated to have a greater effect or impact on surrounding properties than the former Church. The layout of the site and proposed landscaping have been designed to minimize effects on surrounding properties by maintaining and improving natural buffers.

We look forward to working with the City of Portland on this project. Please don't hesitate to call if you have any questions.

Very Truly Yours,

TIGHE & BOND, INC


Bradlee Mezquita, P.E.
Vice President


Greg Halsey
Staff Engineer

Enclosures

Cc: Steve Brinn, JCA (by email)
Charles E. Miller, Esq. Bernstein Shur (by email)

J:\J\J0096 Jewish Community Alliance\ADMIN\J0096-006(ZBA Cover Letter).Docx

Tighe&Bond



Index Number - F6SE

Proposed Neighborhood Center
1342 Congress Street
Site Location Photos

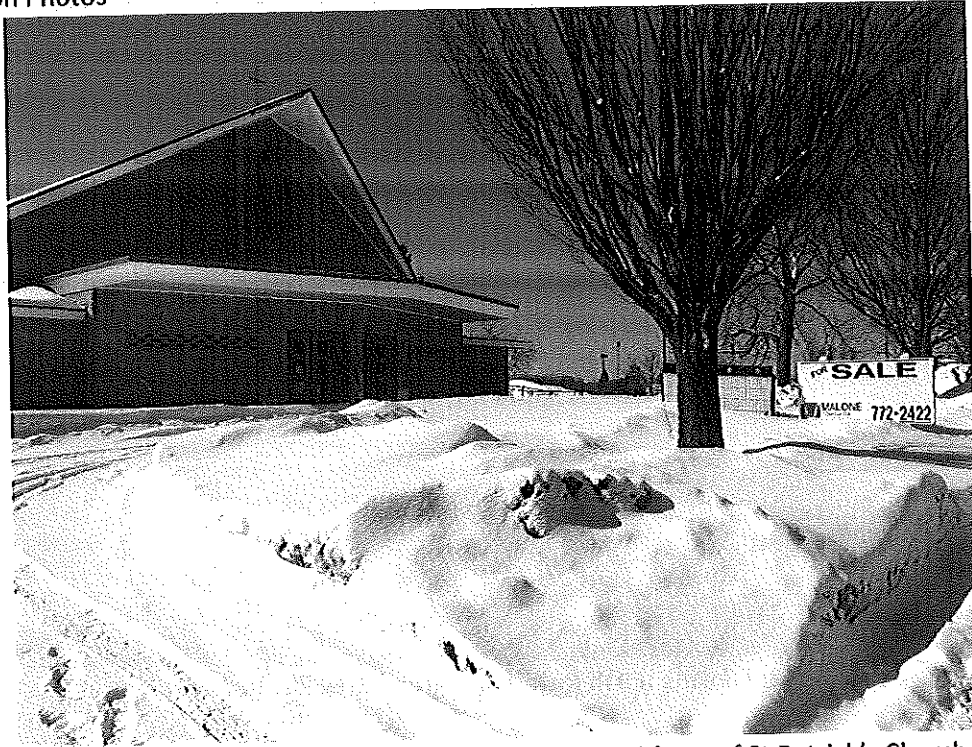


Photo 1: Looking south from Congress Street toward front of St Patrick's Church.

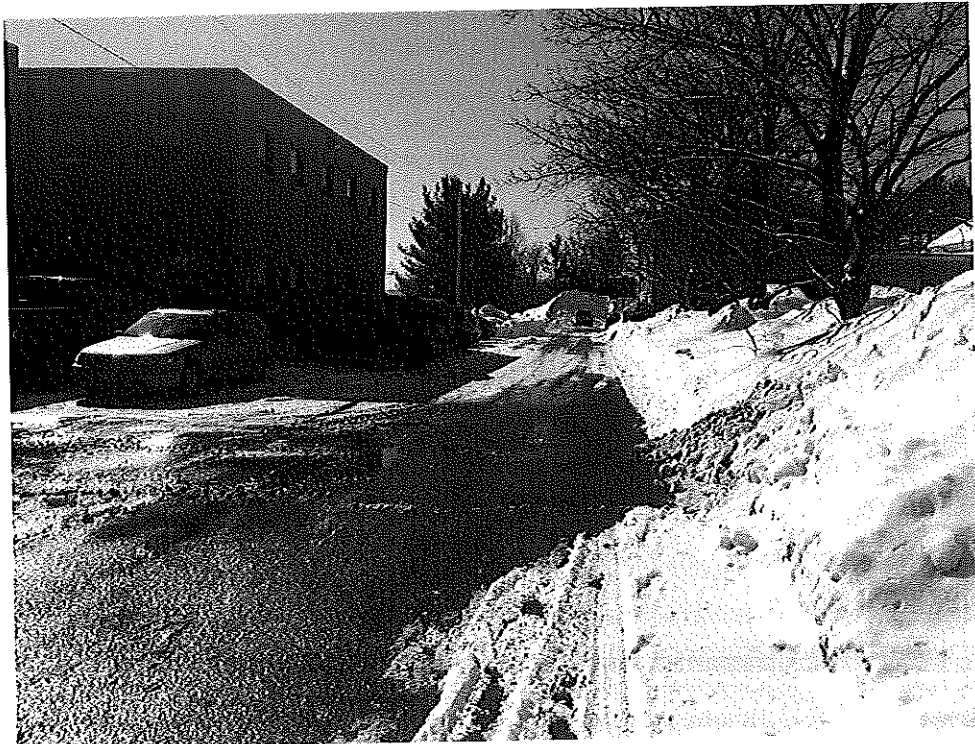


Photo 2: Looking south toward rear parking area from Congress Street driveway.



Photo 3: Looking north toward Congress Street from driveway.

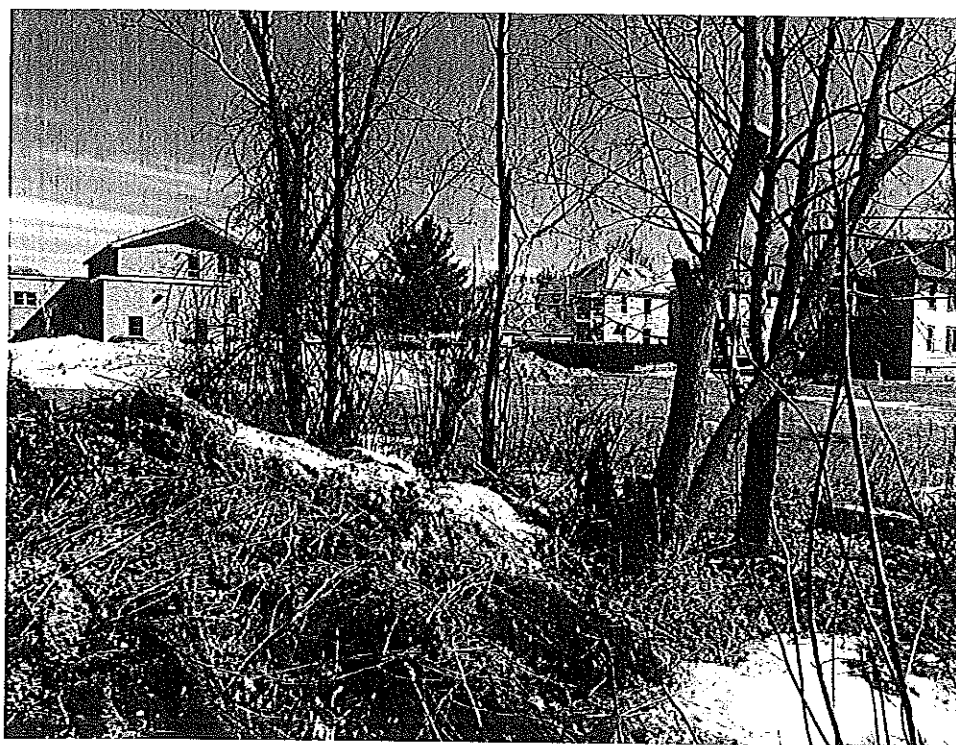


Photo 4: Looking north from rear of property.



Photo 5: Looking west at shared access driveway to Westgate Plaza.



Photo 6: Looking south toward rear of property from parking lot.

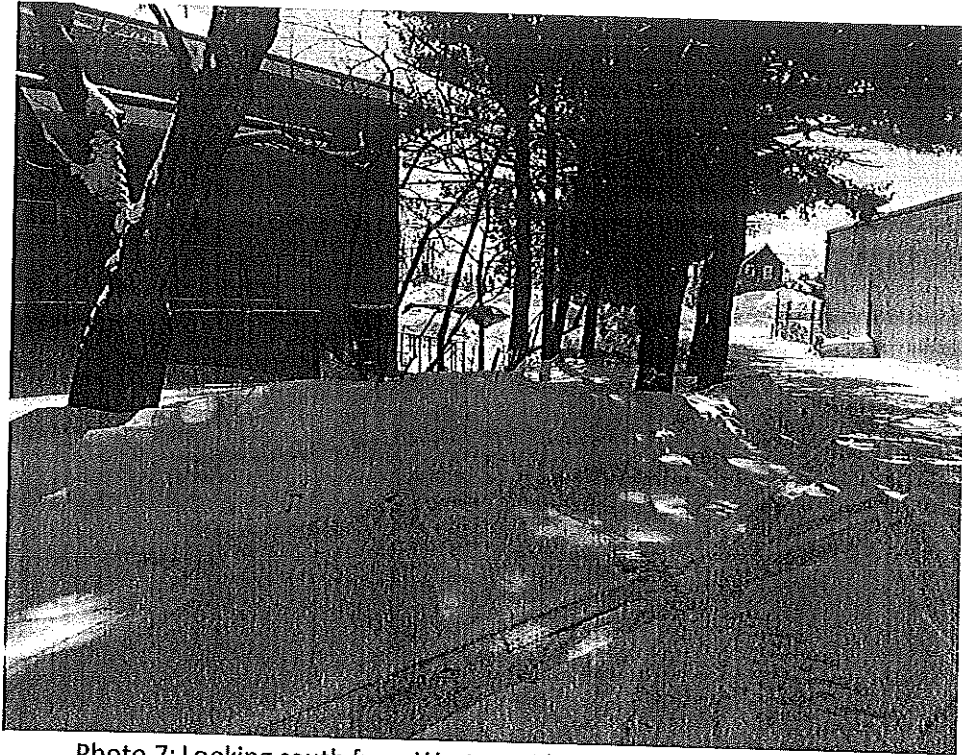


Photo 7: Looking south from Westgate Plaza toward rear of property.

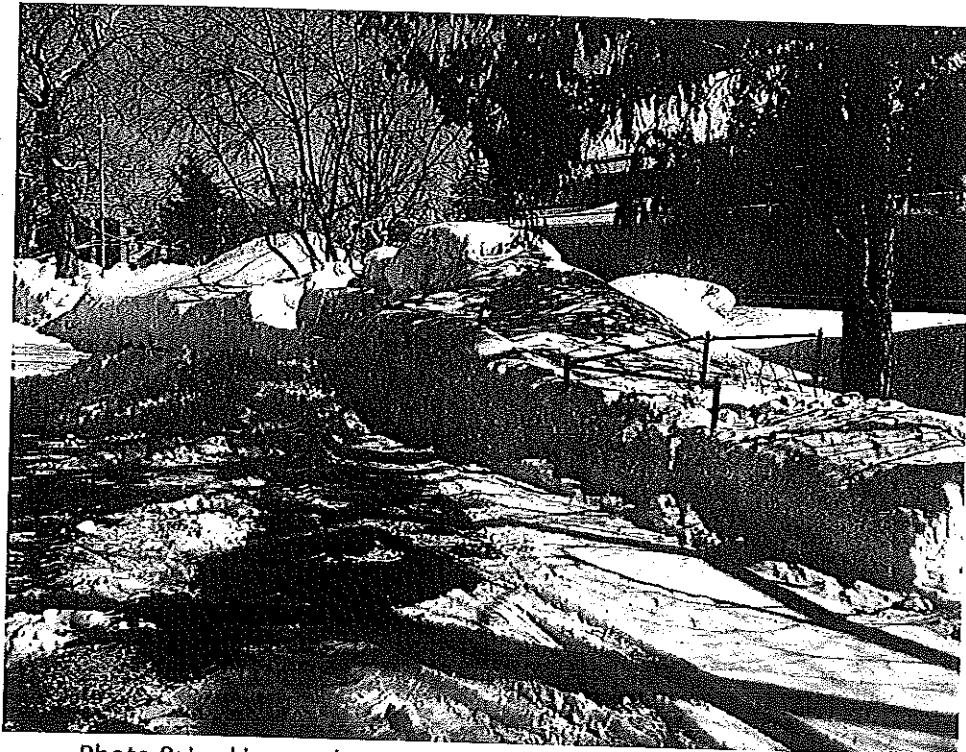


Photo 8: Looking north toward Congress Street from Westgate Plaza.

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a not-for-profit corporation organized and existing under the laws of the State of Maine, and having a mailing address of 57 Ashmont Street, Portland, Maine 04103 (the "Purchaser"), the sum of [REDACTED] as Earnest Money Deposit within forty-eight (48) hours after the Effective Date as set forth in paragraph 19 herein toward purchase of real estate owned by ROMAN CATHOLIC BISHOP OF PORTLAND, a not-for-profit corporation organized and existing under the laws of the State of Maine, and having a mailing address of 510 Ocean Avenue, Portland, Maine 04101 (the "Seller") and located at 1342 & 1348 Congress Street in the city of Portland, County of Cumberland, State of Maine, described as all that certain parcel of land situated in the City of Portland, County of Cumberland, State of Maine and more particularly described in Exhibit A attached hereto (the "Premises" or the "Property") upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable): N/A
2. **PURCHASE PRICE:** The total Purchase Price is [REDACTED] payable pursuant to Section 1 of the Addendum, with payment to be made as follows:

Earnest Money Deposit	\$	SBE ADDENDUM
Other: SBE ADDENDUM	\$	SBE ADDENDUM
Other: SBE ADDENDUM	\$	SEE ADDENDUM
Balance due at closing, in cash or certified funds:	\$	SBE ADDENDUM
3. **EARNEST MONEY/ACCEPTANCE:** This offer shall be valid until December 12, 2014 at 5:00 PM Eastern Time. King Real Estate ("Escrow Agent") shall hold the Earnest Money Deposit in a non-interest bearing account and shall act as Escrow Agent until closing. The Earnest Money Deposit shall be tendered to the Escrow Agent within forty-eight (48) hours after this Agreement for the Sale of Commercial Real Estate is fully executed.
4. **TITLE AND CLOSING:** That a deed, conveying the Premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and that Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before SBE SECTIONS 3 AND 4 OF THE ADDENDUM. If Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within _____ days thereafter, at Purchaser's option, withdraw the Earnest Money Deposit and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncured defects as may then exist. Seller hereby agrees to make a good faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.
5. **DEED:** That the Property shall be conveyed by a Maine Short Form Deeds Act Quit Claim with Covenant Deed (the "Deed"), and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the Premises and usual public utilities servicing the Premises and shall be subject to applicable land use and building laws and regulations.
6. **LEASES/TENANT SECURITY DEPOSITS:** The Premises shall be transferred free and clear of all leases, tenants, and/or occupants.
7. **POSSESSION/OCCUPANCY:** Possession of Premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
8. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to the Premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The Premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. If the Premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the Earnest Money Deposit if such damage or destruction occurs within the Preliminary Due Diligence Period, and in any case may elect to close this transaction and accept the Premises in their as-is condition together and with no assignment of the Seller's right to any insurance proceeds relating thereto; provided, however, that if Purchaser's cost to demolish the building and/or abate and dispose of asbestos on the Premises should increase due to said damage or destruction of the Premises, Seller agrees to make a contribution of said insurance proceeds to the full extent of the difference.
9. **PRORATIONS:** The following items shall be prorated as of the date of closing:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel
 - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
 - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - e. ~~Rents, monthly common area maintenance charges, and all other additional rents received by Seller pursuant to leases of the property.~~ [N/A]
 - f. Property tax payments shall be prorated to the extent applicable.

10. **INSPECTIONS:** Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Except as set forth in this Agreement, neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to Purchaser:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<u>X</u>		Within <u>60</u> days	i. Lead Paint			Within <u> </u> days
b. Sewage Disposal			Within <u> </u> days	j. Pests			Within <u> </u> days
c. Water Quality			Within <u> </u> days	k. ADA			Within <u> </u> days
d. Radon Air Quality			Within <u> </u> days	l. Wetlands			Within <u> </u> days
e. Radon Water Quality			Within <u> </u> days	m. Environmental Scan	<u>X</u>		Within <u>90</u> days
f. Asbestos Air Quality			Within <u> </u> days	n. Zoning	<u>X</u>		Within <u>90*</u> days
g. Code Conformance			Within <u> </u> days	o. Insurance			Within <u> </u> days
h. Flood Plain			Within <u> </u> days	p. Other: All Permits and Approvals	<u>X</u>		Within <u>90*</u> days
				q. Other: Survey	<u>X</u>		Within <u>60</u> days

* Or as such date may be extended pursuant to Section 1 of the Addendum.

All inspections (including, without limitation, survey) will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and the Earnest Money Deposit (except for any non-refundable portions of said Earnest Money Deposit) shall be returned to Purchaser if such notice is delivered prior to the expiration of the Preliminary Due Diligence Period. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the Premises.

11. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION.** [N/A]

12. **FINANCING:** Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within N/A days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than N/A % of the purchase price at an initial interest rate not to exceed N/A % per annum and amortized over a period of not less than N/A years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within N/A days from the effective date of this Contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

13. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have been informed that Joseph Malone of Malone Commercial Brokers ("Selling Agent") is acting as Selling Agent in this transaction and is representing Roman Catholic Bishop of Portland and that Michael Jacobson of King Real Estate ("Purchaser Agent") is acting as Purchaser Agent in this transaction and is representing The Jewish Community Alliance of Southern Maine (Selling Agent and Purchaser Agent are referred to elsewhere herein as "Licensees").

14. **DEFAULT:** In the event of breach by Purchaser of its obligations herein, Seller shall have as its sole remedy, in lieu of all other legal and equitable remedies, the right to terminate the Agreement and retain, as liquidated damages for such breach, the Earnest Money Deposit and all other non-refundable deposit(s) tendered to it pursuant to the Addendum, the parties agreeing that damages for such breach are difficult to measure, and that such amount represents a fair and proper determination of such damages. In the event of Seller's breach of Seller's obligations hereunder, Purchaser shall elect either (a) to receive a refund of the Earnest Money Deposit and all other non-refundable deposit(s) tendered to it pursuant to the Addendum, or (b) to enforce the right to seek specific performance, but shall have no other remedy; provided, however, that if Purchaser successfully enforces said right to specific performance, Seller agrees to pay Purchaser's reasonable attorneys' fees and costs related thereto. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.

15. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the Premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including PDF or scanned copies, or electronically transmitted copies with the same binding effect as if all the signatures were on one instrument.
19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like 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 PM, Eastern Time, on the last day counted.
20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.
21. ADDENDA: This contract has an addendum containing additional terms and conditions: Yes ☒ No ☐.
22. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown:

Date for SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20__.

Date for SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20__.

Date for SEE ADDENDUM, changed from SEE ADDENDUM to SEE ADDENDUM, 20__.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/4% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Legal Name of Purchaser

E. Chaleff

Signature

Emily Chaleff Social Security # or Tax ID # Emily Chaleff Executive Director

Name/Title, thereunto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of _____ Dollars (\$_____.00). In the event the Earnest Money Deposit is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this _____ day of _____, 20__

ROMAN CATHOLIC BISHOP OF PORTLAND

Seller

[Signature]

Signature

Escrow Agent

Signature

Social Security # or Tax ID #

CHIEF FINANCIAL OFFICER

Name/Title, thereunto duly authorized

DAVID P. TUOMEY

Name/Title

The Purchasing Agent is _____ of _____ (Agency)

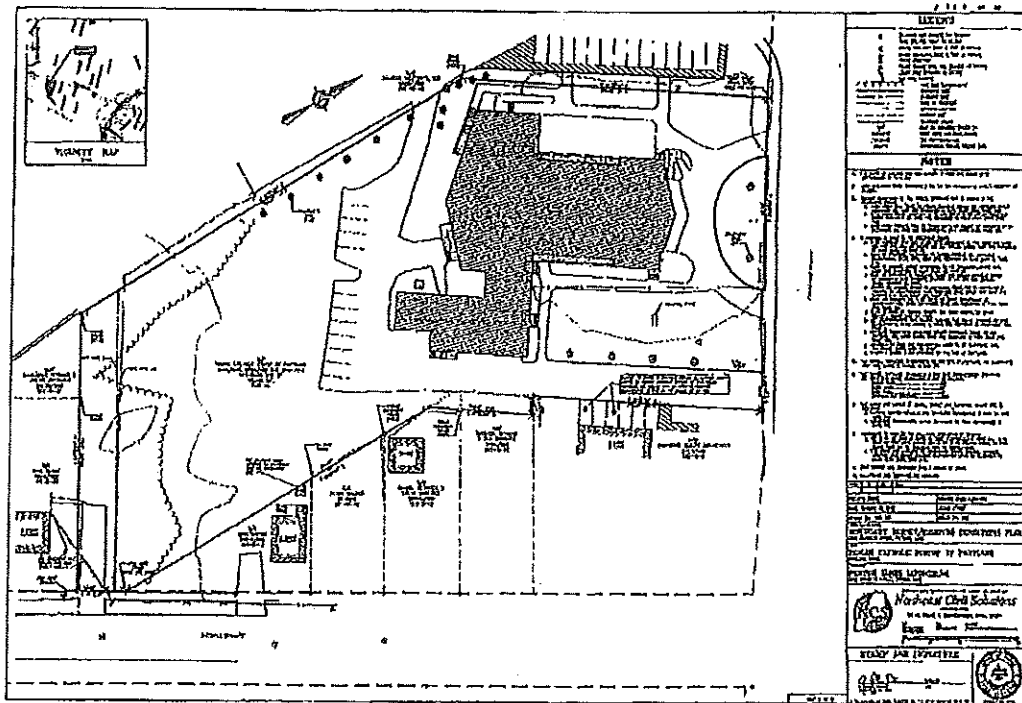
The Selling Agent is _____ of _____ (Agency)

EFFECTIVE DATE OF CONTRACT: _____, 20__.

Exhibit A

Legal Description

The survey below will be replaced by a legal description acceptable to both parties and prepared by the surveyor retained by Purchaser at closing; provided, however, that said legal description shall include all three (3) parcels conveyed to Seller by virtue of three (3) deeds recorded in the Cumberland County Registry of Deeds in Book 2338, Page 240; Book 2724, Page 109; and Book 2724, Page 111, the associated legal descriptions of which are attached hereto, subject to Notice of Layout and Taking by the State of Maine, Department of Transportation, dated January 18, 1983 and recorded in said registry at Book 6110, Page 287 and subject to easement rights granted to Central Maine Power Company and New England Telephone and Telegraph Company in instrument dated July 22, 1959 and recorded in Book 2491, Page 118.



Parcel 1:

A certain lot or parcel of land, with the buildings thereon, situated on the Southwesterly side of Congress Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the Southwesterly side line of Congress Street at the Northerly corner of land conveyed by P.H. & J.M. Brown Company to Martin Curran, Jr., by deed dated May 13, 1902, Book 717, page 129; thence North $57^{\circ} 10'$ West by the Southwesterly side line of Congress Street two hundred and five (205) feet more or less to the Easterly corner of land formerly of Edward H. Davels; thence South $32^{\circ} 50'$ West by said Davels land two hundred eleven and two tenths (211.1) feet; thence South $1^{\circ} 41'$ East by said Davels land three hundred two and one tenth (302.1) feet to an angle in said Davels land; thence Southeasterly by a line at right angles with the northwesterly side line of Lassell Street, as extended, one hundred ninety (190) feet more or less to said Northwesterly side line of Lassell Street; thence Northeasterly by the Northwesterly side line of Lassell Street, as extended, forty (40) feet more or less to the Westerly side line of said Curran land; thence North $1^{\circ} 27'$ West by said Curran land two hundred sixty (260) feet more or less to an angle in said Curran line; thence North 33° East by said Curran land two hundred nine and eighty-two hundredths (209.82) feet to the point of beginning.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Norman E. Blake and Irma B. Blake dated February 28, 1957 and recorded in the Cumberland County Registry of Deeds in Book 2338, Page 240.

Parcel 2:

A certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being a rear portion of Lot #5 as shown on a Plan of Lots of Martin Curran, Jr., recorded in Cumberland County Registry of Deeds Plan Book 9, Page 121. Said lot is located on the westerly side of Lassell Street in the City of Portland, County of Cumberland, State of Maine and is more particularly bounded and described as follows:

Beginning at the point formed by the intersection of the division line between lots 4 and 5 on said Plan with the easterly line of land conveyed to the Grantee herein by Norman E. Blake et.al, by deed dated February 28, 1957 and recorded in said Registry in Book 2338, Page 240. Said point of beginning is located along said easterly property line of the Grantee at a point that is distant $S 33^{\circ} 04' W$, 207.42' from its intersection with the southerly side of Congress Street. Thence continuing by said easterly property line $S 33^{\circ} 04' W$, 2.48' to an iron marking an angle in said line. Thence $S 0^{\circ} 57' 1/2" E$, 21.45' to a point on the rear property line of said Lot #5. Thence through said Lot #5 $N 33^{\circ} 04' E$, 20.97' to the southerly side of said lot #4. Thence by the southerly side of lot #4 $N 60^{\circ} 22' W$, 12.02' to the point of beginning.

Said above described lot being a portion of the lot of land conveyed to Albert D. Keniston and Iva L. Keniston by Elizabeth A. Curran and Thomas E. Curran by deed dated June 7, 1946 and recorded in Cumberland County Registry of Deeds in Book 1825, Page 95.

Said above-described courses are magnetic and of the date of 1904.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Albert D. Keniston and Iva L. Keniston dated December 22, 1962 and recorded in said Registry in Book 2724, Page 109.

Parcel 3:

A certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, bounded and

Exhibit A - Description

described as follows:

Being the rear portion of Lot #4 as shown on a Plan of Lots of Martin Curran, Jr., recorded in Cumberland County Registry of Deeds Plan Book 9, Page 121. Said lot is located on the westerly side of Lassell Street in the City of Portland, County of Cumberland, State of Maine and is more particularly bounded and described as follows:

Beginning at the point formed by the intersection of the division line between Lots 3 and 4 on said plan with the easterly line of land conveyed to the Grantee herein by Norman E. Blake et.al. by deed dated February 28, 1957 and recorded in said Registry in Book 2338, Page 240. Said point of beginning is located along said easterly property line of the Grantee at a point that is distant S 33° 04' W, 157.33' from its intersection with the southerly side of Congress Street. Thence continuing by said easterly property line S 33° 04' W, 50.09' to the most northwesterly corner of Lot #5 as shown on said plan. Thence by the northerly side of said Lot #5 S 60° 22' E, 12.02' to a point. Thence through said Lot #4 N 33° 04' E, 50.09' to the southerly side of Lot #3. Thence by the southerly side of said Lot #3 N 60° 22' W 12.02' to the point of beginning.

Said above described lot being a portion of the lot of land acquired by Richard M. King as son and one of the two heirs at law of Richard J. King, late of Portland, deceased, and by deed of Helen K. Curran, daughter and the other heir at law of said Richard J. King, said deed dated November 10, 1943 and recorded in Cumberland County Registry of Deeds in Book 1730 at Page 139.

Said above described courses are magnetic and of the date of 1904.

Being the premises described in a warranty deed to Roman Catholic Bishop of Portland from Richard M. King dated December 21, 1962 and recorded in said Registry in Book 2724, Page 111.

Addendum to Agreement

Addendum to Agreement for the Sale of Commercial Real Estate dated December 10, 2014 between **THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE** (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a not-for-profit corporation organized and existing under the laws of the State of Maine (the "Purchaser") and **ROMAN CATHOLIC BISHOP OF PORTLAND**, a not-for-profit corporation organized and existing under the laws of the State of Maine (the "Seller") as owner of the property located at 1342 & 1348 Congress Street, Portland, Maine and as more fully described in the main body of the Agreement (the "Premises" or the "Property"). This Addendum is made a part of the Agreement to which it is intended to be attached, and the Agreement form and this Addendum together are referred to as the "Contract" or "Agreement".

In the event that any provision of this Addendum conflicts in whole or in part with any provision of the main body of the Agreement form to which it is attached, the terms of this Addendum shall control and the conflicting provisions or portions of provisions of the main body of the Contract shall be considered waived and deleted.

1. **Purchase Price.** The total Purchase Price is [REDACTED], payable by Purchaser to Seller as follows:

- (a)
 - (i) Within forty-eight (48) hours after the execution hereof, Purchaser shall deliver an earnest money deposit of [REDACTED] (the "Earnest Money Deposit") to King Real Estate, as Escrow Agent, to be held in a non-interest bearing account. The Earnest Money Deposit shall remain fully refundable to Purchaser until February 15, 2015 (the "Preliminary Due Diligence Period"), immediately following which the Earnest Money Deposit shall be non-refundable, and Purchaser agrees to make commercially reasonable efforts to file a preliminary application with the City Planning Board within the Preliminary Due Diligence Period.
 - (ii) If, following the expiration of the Preliminary Due Diligence Period on February 15, 2015, Purchaser has demonstrated that it is diligently pursuing its permits and approvals but has not yet received them, Seller agrees to furnish to Purchaser an additional one hundred and twenty (120) day due diligence period (the "Second Due Diligence Period"), which will (except as provided below) extend until June 15, 2015, in exchange for an additional non-refundable Earnest Money Deposit payment of [REDACTED] (the "First Additional Earnest Money Deposit"); Purchaser further affirmatively agrees in the event of payment of the First Additional Earnest Money Deposit that, notwithstanding the above June 15, 2015 date, the Second Due Diligence Period shall instead terminate early, on April 16, 2015, unless the Purchaser by April 16, 2015 shall have submitted to the Planning Board its preliminary application for approval and paid its application fee therefor, and that in the event of such early termination Purchaser shall elect by April 17, 2015 whether to waive the permitting contingency and close within thirty (30) days of said election or instead to terminate the Agreement and forfeit all earnest money deposits made, and if no such election is made, then the Purchaser shall be deemed to have terminated the Agreement and forfeited all earnest money deposits paid to date.
 - (iii) If, following the expiration of the Second Due Diligence Period on June 15, 2015, Purchaser has presented its preliminary application at a meeting of the Planning Board scheduled to consider sketch plan approval and has otherwise demonstrated that it is actively pursuing its permits, Seller agrees to furnish to Purchaser an additional ninety (90) day due diligence period (the "Third Due Diligence Period"), which will extend until September 14, 2015, in exchange for an additional non-refundable Earnest Money Deposit payment of [REDACTED] (the "Second Additional Earnest Money Deposit").

- (iv) The Earnest Money Deposit and First Additional Earnest Money Deposit shall be applied to the Purchase Price at closing. The Second Additional Earnest Money Deposit shall be non-refundable and shall not be applied to the Purchase Price at closing.
 - (v) The above Due Diligence Periods and extensions thereof have no bearing on the inspection periods under Paragraph 10 (a), (l), and (p) for "General Building," "Environmental Scan," and "Survey," the lengths of which periods are established instead by reference to said Paragraph 10 (a), (l), and (p).
 - (b) The Sum of [REDACTED], if the closing occurs after payment of the First Additional Earnest Money Deposit), as adjusted for all prorations, closing costs, and adjustments, which Purchaser shall pay to Seller at closing by wire transfer, bank check, or closing agent's check upon recording of the deed.
2. Deed and Removal of Religious Items.
- (a) The Premises shall be subject to the following Diocesan real estate restrictions, to be included in the Deed: "The above-described premises are conveyed SUBJECT to the restrictions that for so long as the present building (but not the foundation, which Grantee may use or maintain in an unrestricted manner) on the premises has not been removed or has not been razed, the Grantee, Grantee's successors assigns, shall not use the premises in any way relating to (1) counseling regarding or performance of abortions; (2) sale or distribution of pornographic materials; or (3) erotic displays or activities. The burden of this restriction shall run with the land conveyed hereby to the Grantee. The benefit of this restriction is held by the Roman Catholic Bishop of Portland, corporation sole, its successors and assigns."
 - (b) Seller has requested as part of this transaction that Purchaser remove or raze the building (other than the foundation) after closing, and Purchaser agrees to Seller's request to remove or raze said building (other than the foundation) at Purchaser's cost. To that end, Seller shall apply at its cost for a demolition permit for the Premises at Purchaser's request, and to such extent as may be needed to provide the benefit of the permit to Purchaser, Purchaser shall join the application. Cost of any asbestos studies, abatement, storage, transportation and removal shall be borne by Purchaser, and Purchaser agrees to conduct in accordance with applicable environmental, permitting, handling, transportation, demolition and storage regulations any such abatement (whether required as a condition of the permit or in order to comply with environmental laws or regulations applicable to the demolition and associated work) and to conduct the same following closing. The Purchaser wishes to honor the Seller's longstanding (over fifty (50) years) presence at the Premises. Accordingly, before removing or razing the building located on the Premises or performing site work on the Premises, the Purchaser will provide the Seller a ten- (10-) day period of time after closing to remove stained glass windows and any religious objects still located in the building of which the Premises is a part and from other portions of the Premises.
3. Title. Purchaser agrees to conduct a title investigation on the Premises within forty-five (45) days of the Effective Date of the Agreement, and waives any title defect not identified to Seller within said forty-five days, except for title defects that first arise thereafter, as to which Purchaser shall notify Buyer within seven (7) days of learning of the same. If Seller, as the result of any such defect, would in the event of a closing lack the ability to convey title in accordance with the provisions of paragraph 4 of the Agreement, then Seller shall have forty-five (45) days from the time Seller is notified of the defect, unless otherwise agreed in writing by both Purchaser and Seller, to cure the defect or obtain a title insurance commitment providing Purchaser with affirmative coverage over any such defect. Seller hereby agrees to make good-faith and best efforts to remedy any title defect during such period, provided that, except for liens, Seller need not expend more than \$15,000 to effectuate said cure. If, at the expiration of the forty-five (45) day cure period, Seller is unable to remedy the title, Purchaser may at its option (i) waive the title defect as of the expiration of said cure period and accept the deed at closing notwithstanding any defects, or (ii) cancel and terminate the Agreement, in which case the Earnest Money Deposit shall be promptly returned to Purchaser, this Agreement shall be null and void, and both parties shall be relieved of any further obligations hereunder. Notwithstanding any provision herein to the contrary, if new title

issues arise after the expiration of the forty-five (45) day period herein described, Seller agrees to cure said title issues irrespective of the cost and without any limit.

4. Closing. The closing shall take place within thirty (30) days of Purchaser's obtaining all required and non-appealable local, state, and federal (if any) permits and approvals, including but not limited to a demolition permit, necessary to erect the new Jewish Community Center on the Premises, but in no event later than October 15, 2015. In the event that a demolition permit cannot be obtained, all Earnest Money Deposits shall be refunded to Purchaser, notwithstanding the provisions of Section 1 of this Addendum to agreements to the contrary. Seller agrees to execute and deliver to Purchaser at closing such affidavits and certificates as are reasonably necessary for Purchaser's acquisition of the Premises, including, without limitation, a Certificate of Non-Foreign Status (as required by the Internal Revenue Service), the applicable Maine Real Estate Withholding forms (as required by Maine Revenue Services), a title insurance "Seller's Affidavit" regarding mechanic's liens and persons in possession, an affidavit regarding underground storage tanks (as required by Maine Law), and evidence of Seller's legal existence, good standing, and authority to convey the Premises. Purchaser agrees to execute and deliver at closing evidence of Purchaser's legal existence, good standing, and authority to purchase the Premises, as well as any other instruments reasonably requested by Seller to consummate the transaction intended hereby.

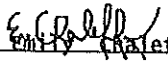
5. Inspection and Seller's Delivery of Information. Seller agrees that Purchaser may enter onto the Premises at reasonable times designated by Seller prior to closing in order to inspect the Premises, perform due diligence, conduct surveys and engineering studies, and do any other such things as are reasonably necessary to its acquisition of the Premises, including, but not limited to, a Phase 1 Environmental Study. Seller further agrees to furnish to Purchaser, upon execution of this Agreement, all materials and studies in Seller's possession relating to the Premises or its condition, including, without limitation, copies of any Phase 1 Environmental Study, Seller's title insurance policy, any engineering and/or structural studies, and any environmental studies. Seller will provide said information without warranting the correctness of the information. Purchaser further reserves the right to view the Premises within forty-eight (48) hours prior to closing.

6. Conditions Precedent. The following are Conditions Precedent to Purchaser's obligation to close this transaction. Purchaser and only Purchaser may waive any or all of these Conditions Precedent. In the event that all Conditions Precedent are not fulfilled as of the date of the closing, Purchaser may elect not to close this transaction, whereupon Purchaser shall have the right to terminate this Agreement and all Earnest Money Deposits shall be distributed in accordance with Section 1 of the Addendum; provided, however, that if a demolition permit cannot be obtained, all Earnest Money Deposits shall be refunded to Purchaser, notwithstanding the provisions of Section 1 of this Addendum to agreements to the contrary: (a) Subject to the use by Seller of proceeds to clear title or dismiss suits, there are no suits filed or claims made against Seller that would in any way create a lien on the Premises or jeopardize Seller's right and authority to convey the Premises, or any portion thereof, or interest therein, to Purchaser. (b) Subject to any matters of title waived by Purchaser, Purchaser shall have obtained, at its cost, a Title Commitment at closing that is satisfactory to Purchaser and shall have been furnished with a satisfactory survey. (c) The zoning of the Premises permits the Buyer's proposed use for the Premises, which includes the establishment and operation of a new Jewish Community Center of up to 20,000± SF to contain, without limitation, an elementary school and preschool/daycare facility, together with at least fifty (50) surface parking spaces and adjacent space suitable for an outdoor play area that is satisfactory to Purchaser (the "Proposed Use"). (d) Purchaser shall have obtained all required local, state, and federal (if any) permits and approvals, including but not limited to demolition permit(s) that expire not less than sixty (60) days following closing (but this condition for issuance of the permit may be subject to a requirement for post-closing asbestos remediation), necessary to erect the new Jewish Community Center on the Premises.

[SIGNATURES ON FOLLOWING PAGE]

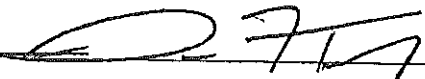
Agreed to: PURCHASER

THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE

By: 
Name: Emily Chaleff Executive Director
Title: 12/9/2014
Date: _____

Agreed to: SELLER

ROMAN CATHOLIC BISHOP OF PORTLAND

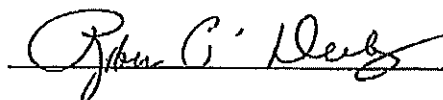
By: 
Name: DAVID P TWOMEY
Title: CHIEF FINANCIAL OFFICER
Date: 12/10/14

AUTHORIZATION

On behalf of the Roman Catholic Bishop of Portland, corporation sole, I authorize either David Twomey or Msgr. Andrew Dubois to negotiate and sign a purchase contract between the Roman Catholic Bishop of Portland, corporation sole, and the Jewish Community Alliance of Southern Maine for the purchase of St. Patrick's church property in Portland, Maine, as well as any amendment to the same. This authorization shall continue until revoked.

DATE: 12/9, 2014

ROMAN CATHOLIC BISHOP OF PORTLAND

A handwritten signature in black ink, appearing to read "Robert P. Deeley", written over a horizontal line.

Robert P. Deeley, Roman Catholic Bishop of Portland

SUMMARY MEMORANDUM

TO: Mr. Greg Halsey, Staff Engineer
Tighe & Bond
177 Corporate Drive
Portsmouth, NH 03801

DATE: March 19, 2015

RE: Trip Generation Analysis for Proposed JCA Community Center in Portland

Introduction

The purpose of this memorandum is to summarize trip generation analysis prepared for the proposed Jewish Community Alliance (JCA) of Southern Maine's proposed new community center on Congress Street in Portland, Maine. The proposed community center is being located on the Saint Patrick Catholic Church site on Congress Street. It is understood that the proposed new building will be approximately 19,075 square feet (S.F.) in size. The building is expected to include a preschool/daycare facility for up to 68 students. In addition, the center is expected to provide an after school program for up to 20 students. There will be approximately 2,000 square feet of office space. The remainder of the building will provide for the community center purposes, which will include an assembly room for up to 260 persons and a multi-purpose room that will hold up to 49 persons. A copy of the current JCA building program is attached for information.

Trip Generation Analysis

The number of trips that will be generated by the proposed pre-school and the office component on a daily basis were estimated using the most recent Institute of Transportation Engineers (ITE) "Trip Generation, 9th Edition" report, published in 2012. Land use code (LUC) 568 – Day Care Center was used. There is no pre-school code and this LUC is described as "a facility where care for pre-school age children is provided, normally during the daytime hours. Day care facilities include classrooms, offices, eating areas and playgrounds. Some centers also provide after-school care for school-age children".

The community center is also expecting to provide an after-school program for up to 20 school-age children. These children will be transported to the center in a van and picked up by parents. As a result, the day care calculations were performed on the basis of 88 (68 pre-school and 20 after-school) total students. LUC 710 – General Office Building was used on the basis of 2,000 S.F. for the office component. The results are summarized in the following table:

ITE Trip Generation Summary – One Way-Trip Ends			
<u>Time Period</u>	<u>Day Care</u>	<u>Offices</u>	<u>Total</u>
Weekday	386	22	408
AM Peak Hour – Adj. Street	70	3	73
AM Peak Hour - Generator	71	3	74
PM Peak Hour – Adj. Street	71	3	74
PM Peak Hour – Generator	74	3	77

As can be seen above, the pre-school, after-school program and program offices are expected to generate a maximum of 77 one-way trips during peak hours on weekdays. The remaining community center component is more difficult to estimate since there is no ITE land use code that describes this particular use, however, it will be compared to previous grandfathered trips of the Church.

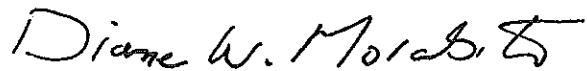
Since the church was in use until 2013 their former uses were compared to those of the proposed Jewish Community Center. It is understood, from information provided by the diocese, that Saint Patrick's Church seated 500 persons in the pews. Additional seating was brought in for Easter and Christmas services. Again, based upon information provided by the church, their weekday masses typically had 100 attendees while weekend masses had 250 to 400 attendees. In addition to daily and weekend masses, the church held marriages, funerals and also private events, with attendances ranging from 200 to 500. The private events included dances, wedding receptions and birthday parties. A table provided by the Church listing all of these activities and events is attached to this memorandum.

In contrast, the proposed community center will provide an assembly room, for up to 260 persons. In addition, the multi-purpose room will provide for 49 additional persons. The assembly room is expected to provide for such events as occasional lectures, an annual meeting and performances. It is important to note that the JCA will not hold any events on Saturdays. However, other community uses could possibly occur on a Saturday. The majority of these events would be expected to occur off-peak (not during the weekday AM or PM peak hours), similar to the former Church's weekend masses, with lesser attendance than the former Church activities/events. The multi-purpose room is expected to be used for such activities as exercise classes and the after school program which has already been considered in the above trip generation calculations. Based upon all of this information, it is my professional opinion that the Jewish Community Center activities and events, with a lesser building capacity than the Church, will generate fewer trips than the former Saint Patrick's Church both overall and during peak periods.

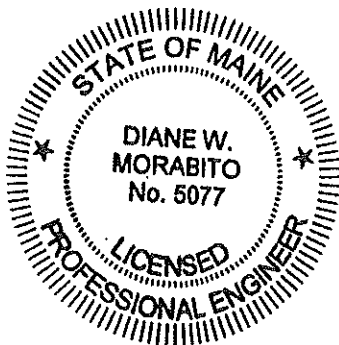
It is also important to note that while overall trip generation for the Jewish Community Center is expected to be less than the former Church use, as well as less frequent than the Church activities, the proposed site plan greatly enhances access management. The Church had three curb cuts to Congress Street. The proposed JCA site plan reduces the Congress Street curb cuts to just one, closing the two closest to the signalized Stevens Avenue intersection, thus improving both safety by reducing conflict points and the capacity of Congress Street.

To summarize, trip generation is expected to be reduced for the Jewish Community Center from the former Church use and access management will be greatly improved. It is also understood that the nearby signalized Stevens Avenue has been recently improved/ upgraded. As a result of all of these factors, no additional traffic study should be necessary. As always, please do not hesitate to contact me if you or the City of Portland have any questions or concerns regarding this analysis or if you need any additional information.

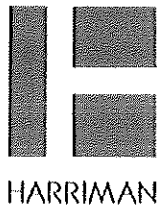
Sincerely,



Diane W. Morabito, P.E. PTOE
President



cc: Steven Brinn



JCA of Southern Maine
Jewish Community Center
Draft Building Program

March 5, 2015

- **School**

○ Infant (up to 8 students)	600 SF
○ Young Toddler (up to 10 students)	500 SF
○ Older Toddler (up to 12 students)	700 SF
○ Nursery (up to 18 students)	700 SF
○ Pre-K (up to 20 students)	900 SF
○ Teachers Room	250 SF
○ Laundry	100 SF
○ Staff Toilets	150 SF
○ Storage	200 SF
○ Multi-purpose Activity Room	900 SF
○ <u>Cubbies</u>	<u>200 SF</u>
Net Area Subtotal	5,200 SF

- **Community Center**

○ Assembly Room (dividable assumed occupant load of 260)	3,900 SF
○ Multipurpose Room (occupant load: 49)	750 SF
○ Kitchen	200 SF
○ Food Pantry	400 SF
○ Lobby	500 SF
○ Public Toilets	300 SF
○ Mothers Room	80 SF
○ <u>Storage</u>	<u>200 SF</u>
Net Area Subtotal	6,030 SF

- **Offices**

○ Private Offices (12 single use offices)	1,200 SF
○ Front Desk (1 staff receptionist)	100 SF
○ Conference Room (occupant load: 20)	300 SF
○ Work Room	200 SF
○ <u>Break Room</u>	<u>200 SF</u>
Net Area Subtotal	2,000 SF

- **General**

○ Mechanical Room	400 SF
○ Electrical/Telecom Room	200 SF
○ <u>Building Storage</u>	<u>300 SF</u>
Net Area Subtotal	900 SF

Net Program Area Subtotal **14,130 SF**

Gross Building Area (1.35) **19,075 SF**

YEAR	MASSES	BAPTISMS	MARRIAGE	FUNERALS	1ST C/Conf	PRIVATE EVENTS
2005	D-312 / WkE-208	33	15	54	45/43	Approx a dozen
2006	D-312 / WkE-208	26	10	32	32/11	Approx a dozen
2007	D-132 / WkE-156	10	5	27	31/31	" "
2008	D-132 / WkE-156	14	5	26	At St. Pius X	" "
2009	WkE. 156	11	2	37	21/93	20 separate
2010	WkE. 156	9	2	31	At. St. Joseph	25 separate
2011	WkE. 156	6	1	31	68/73	5 separate
2012	WkE. 156		2	29		
2013	WkE. 66			9		
2014						

Private

Events: Large # attending Birthday, Bridal, Dances Receptions; etc. #'s = 200 to 500+ per event

Weekly: Choir Practice Rug Hookers; Masses; Water Color

Monthly: (2X) Tues & Thurs] K.C.; Boy Scouts; Worship & Baptism Prep; Hibernians;
PCM 4th Degree Spirituality Classes Railroad Mtgs.

Women: Membership Coummun Year 2 - 4 X yr.
Banquet Breakfast Ending Various Type
w/Mass Banquet Dinners

School: 7th & 8th Grade 8th Grade Graduations Dances Spagh. Dinners
Luncheons Spelling Bee & Receptions 3 - 4 annually

Annual: St. Patty's Dinner; Parish Picnic Daffodil Days; GPCCM Rummage Sale Christmas
Thanksgiving Precinct Christmas YMCA Altar, Eucharist Recitals - Various
Baskets Voting Baskets Banquets Ministers & Types
6-8 Annually Lector Training
Various Sport

Choral Art K.C. Dinners Respect
Society Sing- Various Life Comm.
A-Long Programs

1st Communion Mass &	/ Confirmation Receptions
-------------------------	------------------------------

MISC: 3 Schooner Fare Lifeline International MCCCW People to People Guitar Society
Concerts Screening Piano Festival All Day Mtg. Student 4 - 6 X month
Coffee & Donuts A/Mass All Day 1 week Ambassador

Masses: Holiday - Easter Reconcil. - Lenten Holy Days
Christmas, Lent Wkly & Stations of of Obligation
Ash Wednesday Holiday The Cross



J-0096-1
May 12, 2015

Ms. Sara Moppin, Chairwoman Zoning Board of Appeals
Portland City Hall
389 Congress Street
Portland, ME 04101

Re: **Zoning Board of Appeals - Conditional Use Appeal Application Supplemental
Informational Submittal
Proposed Neighborhood Center – 1342 Congress Street**

Dear Ms. Moppin:

On behalf of the Jewish Community Alliance of Southern Maine we are pleased to provide supplementary information relative to a Conditional Use Appeal Application submitted on April 23, 2015.

- Eleven (11) copies of the Landscape Plan, Sheet L-1, dated April 3, 2015

The intent of this supplemental information is to further demonstrate the proposed daycare and nursery school uses are in compliance with the conditions set forth in Chapter 14 Sections 118 and 474 of the Land Use Code.

The following addresses the standards in Section 14-118(c)(3)(a-d) of the City of Portland Land Use Code for daycare facilities and nursery schools:

- a. The facility shall be located in a structure in which there is one (1) or more occupied residential units or in an existing accessory structure, unless the facility is located in a principal structure that has not been used as a residence in whole or in part within the five (5) years immediately preceding the application for a day care or home babysitting use or in a nonresidential structure accessory to the principal nonresidential use.*

The daycare facility and nursery school will be located within the principal structure on the parcel. This project proposes to construct a new principal structure and therefore meets the requirement that the structure has not been used as a residence in whole or in part within the last five years.

- b. The maximum capacity shall be twelve (12) children for facilities located in residential or existing structures accessory thereto, unless the additional standards in subsection v. are met. There shall be no maximum limit on the number of children in a facility located in a principal structure that has not been used as a residence in whole or in part within the five (5) years immediately preceding the application for a day care use, home babysitting use, nursery school, or kindergarten, or in a nonresidential structure accessory thereto, provided that any such structure that serves more than twelve (12) children shall be subject to review under article V of this chapter.*

This project proposes to construct a new principal structure and therefore meets the requirement that the structure has not been used as a residence in whole or in part within the last five years. Because this proposed principal structure has not been



used as a residence in whole or in part in the last five years, the facility meets the criteria that allow no limit on the maximum number of children located within the principal structure.

- c. *Outdoor play areas shall be screened and buffered from surrounding residences with landscaping and/or fencing to minimize visual and noise impacts.*

Outdoor play areas are proposed to be screened with the use of both fencing and landscaping as shown on the Site Plans included with the April 23, 2015 submission. Residential properties are adjacent to the eastern and southern property boundaries of the project site. There are (2) outdoor play areas designated on the Site Plans. The first play area is located directly adjacent to the proposed building and will integrate landscape elements and play structures to create a natural play area. Landscape buffers and fencing have been proposed to limit visual and noise impacts as well as provide a safe environment for children.

The second play area is located at the south east corner of the site and will consist of open lawn for group activities. Landscape buffers and fencing have been proposed along the perimeter of the property to limit visual and noise impacts to the adjacent residential properties. The Landscape Plan, included with this supplemental submission, shows the proposed buffer and screening described above.

- d. *Solid waste shall be stored in covered containers. Such containers shall be screened on all four (4) sides.*

A dumpster pad and (4) sided fence enclosure has been provided to screen and contain solid waste stored on site.

In addition to demonstrating the proposed project meets the specific conditions above, the project will improve its integration into the overall surrounding area when compared to the previous use as a Church. The project site is in a unique location where it is zoned residential (R-5), but straddles the border between residential and commercial properties. The existing Church provided only 12 parking spaces, which likely was not adequate for the number of patrons who attended services and created impacts to adjacent properties from Church patrons parking off site. This project will mitigate impacts to surrounding property owners by providing 50 parking spaces on site, which should provide adequate space for the proposed uses.

Traffic access management was considered carefully when designing this project. The existing Church has (3) curb cuts providing access to Congress Street as well as a shared access driveway with Westgate Shopping Center. The existing traffic access to the site is obsolete from a design and safety standpoint. The proposed project will eliminate (2) curb cuts onto Congress Street and secure a formal Access Easement Agreement with the owners of Westgate Shopping Center. The formal agreement will allow ingress and egress from the proposed site to the signalized intersection at Westgate Shopping Center, which will help mitigate impacts from traffic generated from the site.

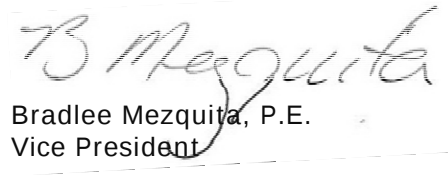
Visual and noise impacts to adjacent residential property owners were also considered carefully when contemplating the overall layout of the site. When compared to the existing Church, which does not provide buffers or screening to adjacent residential properties, the proposed project greatly improves buffering and screening from both noise and visual impacts. Mitigation of potential impacts has been accomplished by using landscaping and fencing to create a buffer and screen between the adjacent properties.



We look forward to working with the City of Portland on this project and meeting with you on May 21, 2015. Please don't hesitate to call if you have any questions.

Very Truly Yours,

TIGHE & BOND, INC



Bradlee Mezquita, P.E.
Vice President

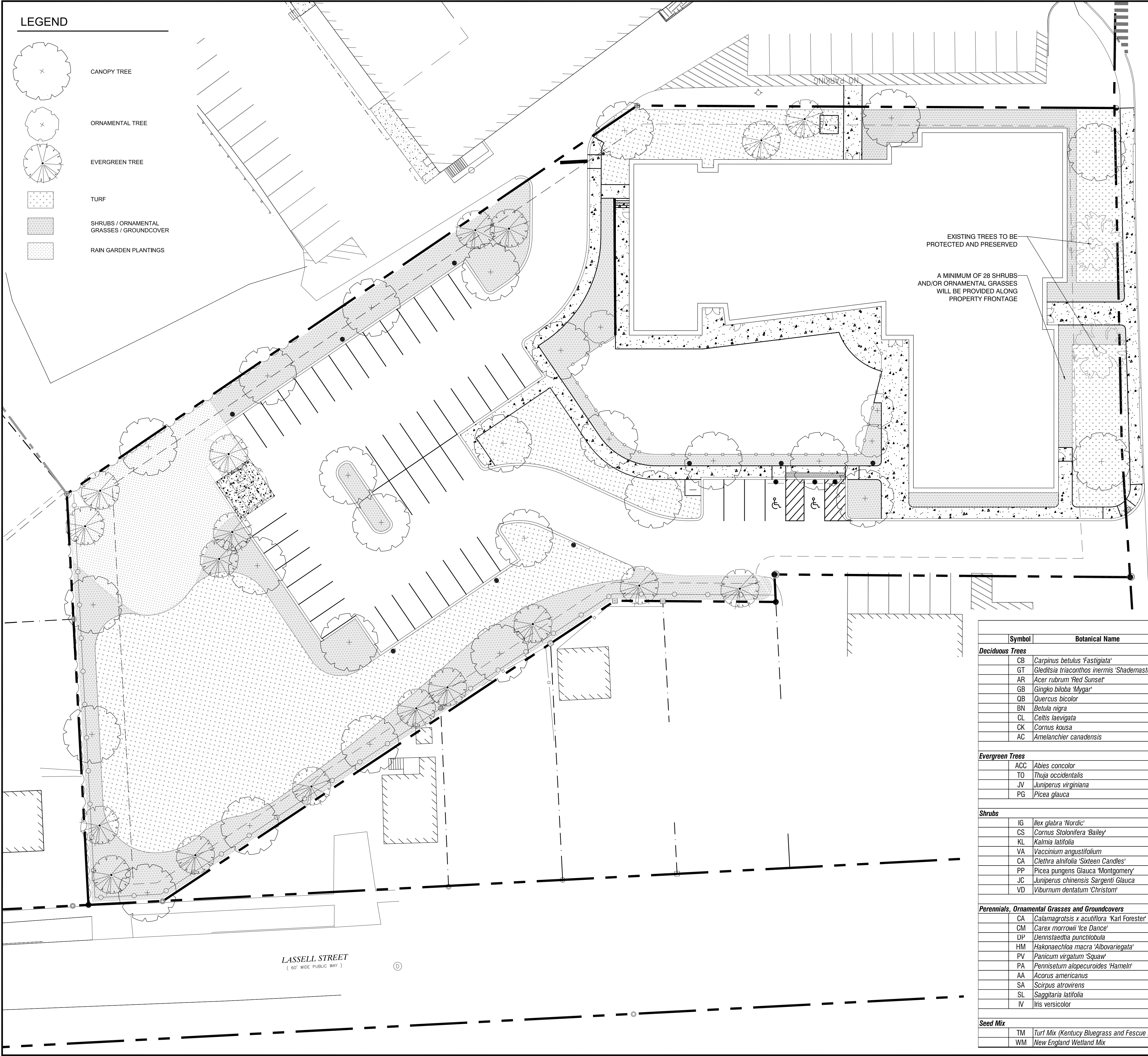


Greg Halsey
Staff Engineer

Enclosures

Cc: Steve Brinn, JCA (by email)
Mary E. Costigan Bernstein Shur (by email)

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LANDSCAPE REQUIREMENTS

REMOVED TREES	14
REQUIRED REPLACEMENT TREES	*14 - 28
LINEAR FRONTAGE	204.89 FT
REQUIRED SHRUBS AT FRONT	28
PARKING SPACES	50
REQUIRED TREES AT PARKING AREA	10
REQUIRED SHRUBS AT PARKING AREA	30
PROVIDED TREES	47
PROVIDED SHRUBS AT FRONT	28+
TOTAL PROVIDED SHRUBS	50+

*FINAL NUMBER OF REQUIRED REPLACEMENT TREES WILL DEPEND UPON THE CALIPER DBH OF THE REMOVED TREES AS OUTLINED IN SECTION 14-526 OF THE CITY OF PORTLAND CODE OF ORDINANCES.

The Local Group
170 MILK STREET, SUITE 5
BOSTON, MA 02109
P 617 426.5050 F 617 426.5051
ceclgroup.com

Jewish
Community
Alliance of
Southern Maine

Proposed
Neighborhood
Center

Portland, Maine

Plant List					
Symbol	Botanical Name	Common Name	Size	Container	Comments
Deciduous Trees					
CB	<i>Carpinus betulus</i> 'Fastigiata'	Pyramidal European Hornbeam	3.5" Caliper	B&B	
GT	<i>Gleditsia triacanthos inermis</i> 'Shademaster'	Honeylocust	3.5" Caliper	B&B	
AR	<i>Acer rubrum</i> 'Red Sunset'	Red Maple	3.5" Caliper	B&B	
GB	<i>Ginkgo biloba</i> 'Myger'	Ginkgo	3.5" Caliper	B&B	
QB	<i>Quercus bicolor</i>	Swamp White Oak	3.5" Caliper	B&B	
BN	<i>Betula nigra</i>	River Birch	3.5" Caliper	B&B	
CL	<i>Celtis laevigata</i>	Caevigata	3.5" Caliper	B&B	
CK	<i>Cornus kousa</i>	Kousa Dogwood	3" Caliper	B&B	
AC	<i>Amelanchier canadensis</i>	Serviceberry	3" Caliper	B&B	
Evergreen Trees					
ACC	<i>Abies concolor</i>	Concolor Fir	7'-8' HT.	B&B	
TO	<i>Thuja occidentalis</i>	White Cedar	6'-7' HT.	B&B	
JV	<i>Juniperus virginiana</i>	Red Cedar	7'-8' HT.	B&B	
PG	<i>Picea glauca</i>	White Spruce	7'-8' HT.	B&B	
Shrubs					
IG	<i>Ilex glabra</i> 'Nordic'	Nordic Inkberry	18"-24" HT.	CONT.	
CS	<i>Cornus stolonifera</i> 'Bailey'	Red-Twigged Dogwood	2 1/2' -3' HT.	CONT.	
KL	<i>Kalmia latifolia</i>	Mountain Laurel	3'-4' HT.	CONT.	
VA	<i>Vaccinium angustifolium</i>	Lowbush Blueberry	18"-24"	CONT.	Rain Garden
CA	<i>Clethra alnifolia</i> 'Sixteen Candles'	Dwarf Summersweet	2 1/2'-3' HT.	CONT.	
PP	<i>Picea pungens</i> 'Glauca' 'Montgomery'	Montgomery Blue Spruce	2 1/2' -3' HT.	CONT.	
JC	<i>Juniperus chinensis</i> 'Sargentii' 'Glauca'	Blue Sargent Juniper	18" - 24" HT	CONT.	
VD	<i>Viburnum dentatum</i> 'Christom'	Blue Muffin Arrowwood	3 gal	CONT.	
Perennials, Ornamental Grasses and Groundcovers					
CA	<i>Calamagrostis x acutiflora</i> 'Karl Forester'	Karl Foerster Reed Grass		#1 Pot	
CM	<i>Carex morrowii</i> 'Ice Dance'	Sedge		#1 Pot	
DP	<i>Dennstaedtia punctilobula</i>	Hay Scented Fern		15" O.C.	
HM	<i>Hakoneaechloa macra</i> 'Albovariegata'	Variegated Hakone Grass		#1 Pot	
PV	<i>Panicum virgatum</i> 'Squaw'	Squaw Switchgrass		2 Gal.	
PA	<i>Pennisetum alopecuroides</i> 'Hamelr'	Dwarf Fountain Grass		2 Gal.	
AA	<i>Acorus americanus</i>	Sweetflag		2" Plug	Rain Garden
SA	<i>Scirpus atrovirens</i>	Green Bulrush		2" Plug	Rain Garden
SL	<i>Sagittaria latifolia</i>	Northern Arrowhead		2" Plug	Rain Garden
IV	<i>Iris versicolor</i>	Blue Flag Iris		2" Plug	Rain Garden
Seed Mix					
TM	<i>Turf Mix (Kentucky Bluegrass and Fescue Mix)</i>				
WM	<i>New England Wetland Mix</i>				Rain Garden

04/03/15		
Mark	Date	Description
PROJECT NO:		J-0096
FILE:		
DRAWN BY:	ARW	
CHECKED:	JF	
APPROVED BY:		

LANDSCAPE PLAN

SCALE: 1" = 20'-0"