

1. 04-20-2017 - Agenda

Documents:

[04-20-17 AGENDA.PDF](#)

1.I. ZBA Application - 22 Hawthorne Street

Documents:

[22 HAWTHORNE ST - ZBA APPLICATION.PDF](#)
[22 HAWTHORNE ST - ZONING MAP.PDF](#)

1.II. ZBA Application - 32 Norwood Street

Documents:

[32 NORWOOD ST - ZBA APPLICATION.PDF](#)
[32 NORWOOD ST - ZONING MAP.PDF](#)

1.III. ZBA Application - 1531 Congress Street

Documents:

[1531 CONGRESS - CONDITIONAL USE APPEAL.PDF](#)
[1531 CONGRESS ST - ZONING MAP.PDF](#)
[1531 CONGRESS ST - REPRESENTATION LETTER.PDF](#)

1.IV. ZBA Application - 1101 Westbrook Street

Documents:

[1101 WESTBROOK ST - ZBA APPLICATION.PDF](#)
[1101 WESTBROOK - ZONING MAP.PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Kent Avery, Chair
Donna Katsiaficas, Secretary
Robert Bartels
Eric Larsson
Benjamin McCall
Joseph Zamboni

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, April 20, 2017, at 6:30 p.m., City Council Chambers, 2nd Floor, City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. New Business:

- A. **Conditional Use Appeal:** 22 Hawthorne Street, Nick Nadeau, owner, Tax Map 427, Block D, Lots 012 and 013, R- 5 Residential Zone: The applicant is seeking a Conditional Use Appeal under Section 14-118(a)(5) to add one dwelling unit to his existing two-family home. Representing the appeal is the owner.
- B. **Conditional Use Appeal:** 32 Norwood Street, William H. Blount, owner, Tax Map 130, Block A, Lot 004, R-5 Residential Zone: The applicant is seeking a Conditional Use Appeal under Section 14-118(a)(5) to gain approval for an existing third dwelling unit in his building. The current legal use of the building is a two-family. Representing the appeal is the owner.
- C. **Conditional Use Appeal:** 1531 Congress St, Verizon Wireless, buyer, Tax Map 196, Block E, Lot 001, R-5 Residential Zone: The applicant is seeking a Conditional Use Appeal under Section 14-118(c)(2) to construct a thirty foot by forty foot telephone equipment shelter, a pad-mounted generator, and four pad-mounted HVAC units. This would extend the Conditional Use that was previously approved by the Zoning Board of Appeals on October 20, 2016, so that the applicant can complete the building permit process and start construction. Representing the appeal is the buyer and Scott D. Anderson, Esq.
- D. **Practical Difficulty Variance Appeal:** 1101 Westbrook St, Northeast Air, Lessee, Tax Map 199, Block A, Lot 001, A-B Airport Business Zone: The applicant is seeking a Practical Difficulty Variance to reduce the minimum front setback from the required 20 feet [Section 14-199(c)(1)] to 7.5 feet. Representing the appeal is Mark Goodwin of Northeast Air and Owens McCullough, consultant to the lessee.

2. Adjournment



Michael A. Russell, MS, Director
Permitting and Inspections Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Conditional Use Appeal Application

Applicant Information: NICK NADEAU

Subject Property Information: 22 HAWTHORNE ST

NAME

PROPERTY ADDRESS

427 D012001

BUSINESS NAME

CHART/BLOCK/LOT (CBL)

BUSINESS ADDRESS

PROPERTY OWNER (If Different)

22 HAWTHORNE ST UNIT #2

BUSINESS TELEPHONE & E-MAIL

ADDRESS (If Different)

CURRENT OWNER

207-468-1726 nadeaunm5@gmail.com

APPLICANT'S RIGHT/TITLE/INTEREST

PHONE # AND E-MAIL

R-5

CURRENT ZONING DESIGNATION

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 118(a) (5)

EXISTING USE OF THE PROPERTY: Currently a two unit with one unit above the existing
two car garage.

TYPE OF CONDITIONAL USE PROPOSED: Convert the two car garage into a two bedroom
apartment

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 OF APPLICANT

DATE

Nick Nadeau

22 Hawthorne Street Unit #2 | 207-468-1726 | nadeaunm5@gmail.com

March 6, 2017

City of Portland
Zoning Board of Appeals
389 Congress Street.
Portland Maine 04103-3509

**Dear City of Portland
Zoning Board of Appeals:**

The following request is in regard to a conversion of an existing two car heated garage to a two bedroom one bath apartment dwelling. The property is located at 22 Hawthorne Street Portland, ME 04103.

Currently this dwelling is an two unit apartment building residing in Zone R-5. This zone allows only 1- and 2-family homes. Sec 14-118(a)(5) states that a third unit can be added as long affordable to households earning up to 80% of the AMI for the City of Portland

Sincerely,

Nick Nadeau

To

Portland Zoning Board of Appeals
389 Congress Street.
Portland, ME 04101

From

Nick Nadeau
22 Hawthorne St. Unit #2
Portland, ME 04103

To whom this may concern:

The following memo is in regard to the purposed addition of a third unit for the building located at 22 Hawthorne St. Portland, Maine 04103.

The space that will be utilized is an existing attached 2 car garage that was built in 2006.

This is to inform the following parties that all rules detailed in Section 14-118(a)(5) (see page 2) will be followed. Additionally Standards 1-3 (see page 2) from the Conditional Use of Appeal Application will also be followed.

Explanation of how each item will be followed are outlined in RED

From City of Portland Code of Ordinances

5. Use of space existing as of September 3, 2008 to accommodate additional dwelling units under the following conditions:

The space that will be utilized is an existing attached 2 car garage that was built in 2006.

- a) This section shall under no conditions permit more than four dwelling units on a lot and shall not allow more than two additional dwelling units on a lot above what would otherwise be permitted; This project will be limited to three units total
- b) Any units created under this section may not be sold as condominium units or otherwise separated from the ownership of at least one of the pre-existing units on the site ; No condo conversion will take place
- c) Any units created under this section must be affordable to households earning up to 80% of AMI and are subject to income verification as further outlined in implementing regulations; All requirements detailed by Portland Housing & Community Development will be followed. This unit will be a two bedroom 1 bathroom unit and will be below the 80% AMI requirements.
- d) The additional units shall have a minimum floor area of four hundred (400) square feet and may not involve removing more than ten percent of the gross floor area of an existing dwelling unit into a new dwelling unit. Gross floor area shall exclude any floor area that has less than two-thirds of its floor-to-ceiling height above the average adjoining ground level and may include the attic if such space is habitable. The added unit will be roughly 700 square feet, and all floors are above grade and does not include attic space. The current garage is not used as livable space for either unit, so no livable space will be removed from the current two units
- e) Modifications to existing structures shall be minimal, and be limited to new doors, windows and other openings; All exterior walls are existing only windows and exterior doors will be added
- f) Parking shall be provided as required by Division 20 of this article;

Current parking supports over 6 vehicles

- g) There shall be no open, outside stairways or fire escapes above the ground floor; and City of Portland Land Use Code of Ordinances Chapter 14 Sec. 14-118 Rev. 10-19-2015 14-122
None of these will exist
- h) The project shall be subject to Article V for site plan review and approval and the following additional standards:
 - a. i. Any additions or exterior alterations such as façade materials, building form, roof pitch, and exterior doors shall be designed to be compatible with the architectural style of the building and preserve the single family appearance of the building;

Exterior will match the current look of the existing structure

- b. ii. The scale and surface area of parking, driveways and paved areas shall be arranged and landscaped properly to screen vehicles from adjacent properties and streets.
The existing drive way will be utilized no additional pavement will be needed

From City of Portland Zoning Board of Appeals- Conditional Use Appeal Application

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; **Current drive supports parking for 6 vehicles which would cover all 3 units**
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. **Onsite construction material will be contained in a proper dumpster with no visible debris.**
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.
No additional signage or other structures will be added for this project





11'4" x 11'





22



(SPACE ABOVE FOR RECORDING INFORMATION)

Quit Claim Deed

I, **DIANNE M. THERIAULT** of Portland, Cumberland County, Maine, for consideration paid, grants to **DIANNE M. THERIAULT AND JOHNNY L. THERIAULT**, both having a mailing address of 22 Hawthorne Street, Portland, ME 04103 with **QUIT CLAIM Covenants**, as joint tenants, the land and interest in land situated in Portland, Cumberland County, Maine, described as follows:

A certain lot or parcel of land with the buildings thereon, situated in Veranda Park at East Deering in Portland, County of Cumberland, and State of Maine, bounded and described as follows:

BEGINNING at a point in the southwesterly side line of Hawthorne Street, distance northwesterly thereon two hundred seven and ninety-one hundredths (207.91) feet from Veranda Street;

THENCE southwesterly at right angles to said Hawthorne Street one hundred (100) feet to a point;

THENCE northwesterly, parallel with said street forty-five (45) feet to a point;

THENCE northeasterly, again at right angles to said Hawthorne Street, one hundred (100) feet to said street;

THENCE southeasterly along the southwesterly side line of said Hawthorne Street, forty-five (45) feet to the point of beginning, containing four thousand five hundred 4,500 square feet of land. Said premises are known and designated as Lot #143 as shown on a plan of land of Veranda Park, made by Illsley and Cummings, civil engineers, for the Fessenden Park Company and recorded in the Cumberland County Registry of Deeds, Plan Book 10, Page 55.

ALSO one other certain lot or parcel of land situated at said Veranda Park, in said Portland and being Lot #142 on said Hawthorne Street, as shown on said Plan of Veranda Park,

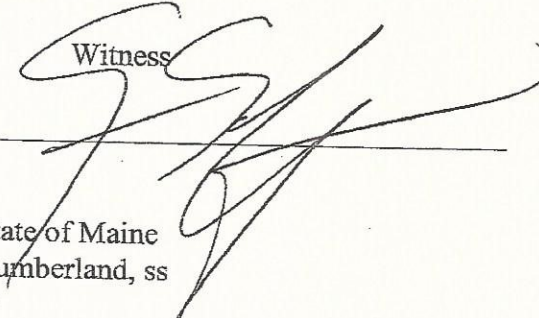
recorded in said Plan Book 10, Page 55 and containing 4,509 square feet, more or less, as shown on said Plan.

ALSO conveyed hereby is a right of way, in common with certain others in said Hawthorne Street.

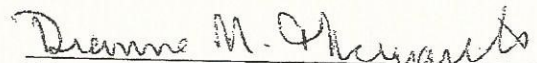
SAID lots are hereby conveyed subject to a restriction that no building costing less than five hundred (\$500.00) dollars shall be erected thereon, and no building shall be erected nearer than fifteen (15) feet to said Hawthorne Street.

Being the same premises conveyed to Dianne M. Theriault by deed of John L. Theriault dated May 11, 2005 and recorded in the Cumberland County Registry of Deeds in Book 22648, Page 228.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1 day of ~~May~~^{JUNE}, 2006.

Witness


State of Maine
Cumberland, ss

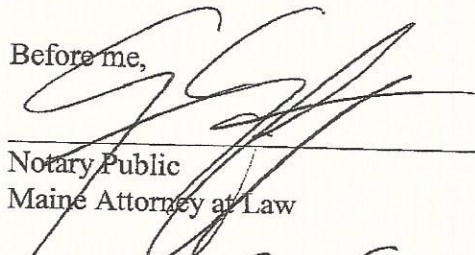


Dianne M. Theriault

June 1, 2006

Personally appeared the above named Dianne M. Theriault and acknowledged the foregoing instrument to be her free act and deed.

Before me,



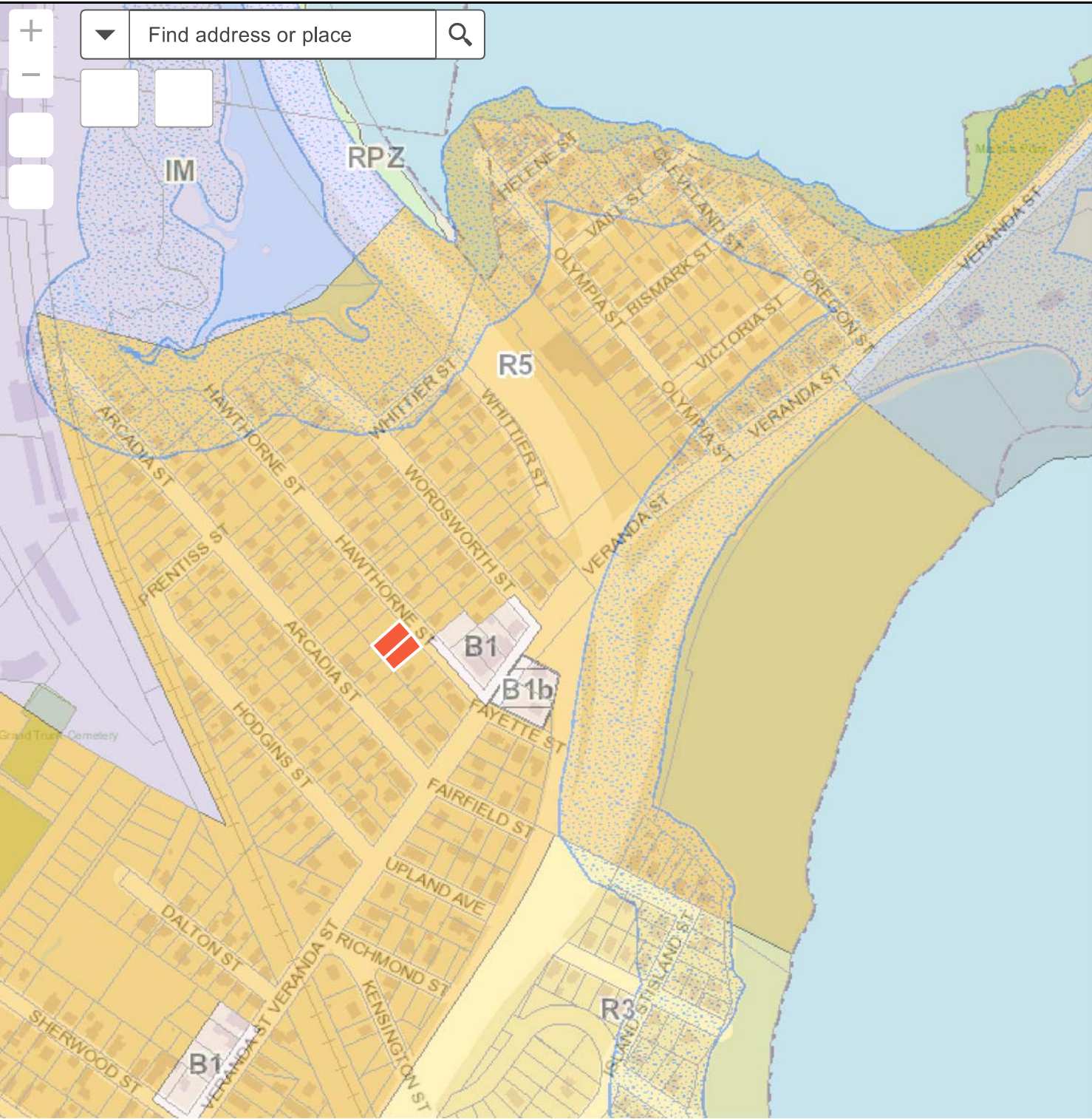
Notary Public
Maine Attorney at Law

Print name: JOEL SCHAEFFER

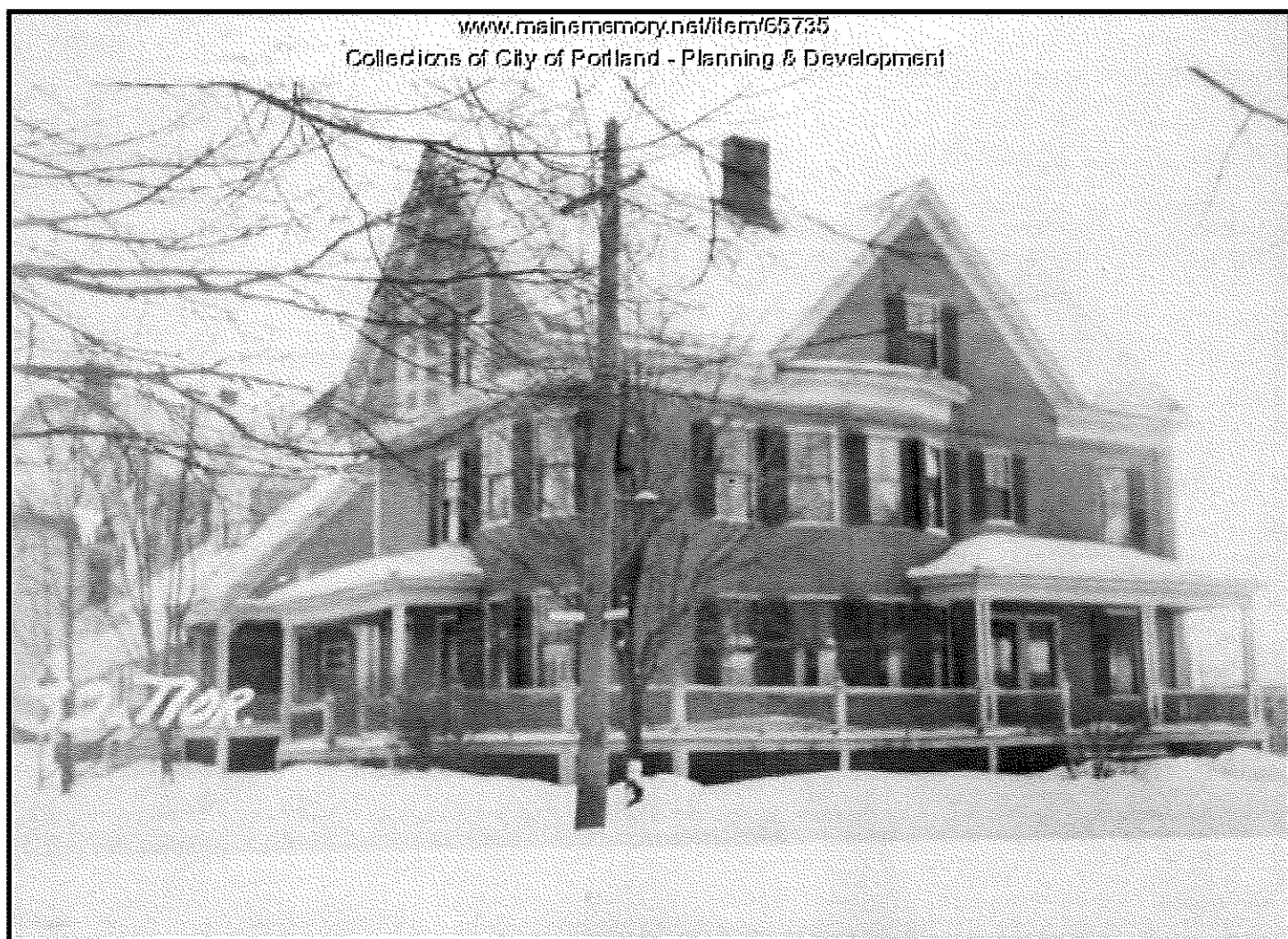
qcd1gr
forms/deeds/WF13

Received
Recorded Registrar of Deeds
Jun 07:2006 01:32:49P
Cumberland County
John B O'Brien

22 Hawthorne St - CBL 427-D-12 - Conditional Use Appeal



WILLIAM H. BLOUNT
32 Norwood Street • Portland, Maine 04103



1924

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1. Cover page
2. Appeal Application
3. Cover letter of explanation
4. Key plan
5. Plot plan showing parking dimensions
6. Floor plans basement, and floors 1,2,3
7. Tax map
8. Interior and exterior photos
9. Deed when purchased

Portland, Maine



Yes. Life's good here.

Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS
Conditional Use Appeal Application

Applicant Information:

William H. Blount
NAME

BUSINESS NAME

BUSINESS ADDRESS

207-774-2584 wblount1@gmail.com
BUSINESS TELEPHONE & E-MAIL

owner - no mortgage
APPLICANT'S RIGHT/TITLE/INTEREST

R-5
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:

has been used as 3 Family since April 2001

TYPE OF CONDITIONAL USE PROPOSED:

I would like to continue using as 3 family and intend to comply with conditional requirements

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.

William H. Blount
SIGNATURE OF APPLICANT

March 20, 2017
DATE

WILLIAM H. BLOUNT
32 Norwood Street • Portland, Maine 04103

March 20, 2017

To: City of Portland Zoning Board
From: Appellant/Current Custodian/Owner/ Occupant - Bill Blount
Subject: Change of use appeal from two- to three-family status for 32 Norwood St

Dear Zoning Board:

Please consider my appeal for a change of use for my three-story, two-family, eight-bedroom home, as it was originally designed, to a three-family consisting of three two-bedroom units, one on each floor with off-street parking.

The building's original construction circa 1900, consisted of two four-bedroom units. Unique to the building was that the four bedrooms on the third floor were shared, two each, by the first and second floor apartments. To accommodate the first floor apartment's access to their two bedrooms on the third floor, a stairwell was built that actually bypasses the second floor. That stairwell now has a door that exits to a deck at the second floor level. That deck also connects to a deck over the three car garage on the property.

That two-family, four-bedroom/apartment configuration was reconfigured, I don't know when. The owners before me used the second and third floors for their six-bedroom unit. The first floor is now a two-bedroom apartment on the first floor only. I bought the property in 2000, single, recently divorced. As the nice amenities of the building were in the prior owner/occupied upstairs unit, I occupied that but did not need six bedrooms. Since 2001 the building has been functioning as a three-family. It works very well as a three-family with floors one and two having private entrances from Amherst St., and the third floor unit uses the formal entrance on Norwood St. Next door, 28 Norwood, is a three-family. Across Amherst St., 40 Norwood is another three-family on a smaller corner lot than mine which is now three condominiums. I don't know when that two-family status was changed for 40 Norwood.

On March 6, 2017, the Fire Safety Inspection found my building largely compliant as a two-family but if I wanted to continue using it as a three-family. I must appeal for this change of use. No major renovations will be required to get the building to conform with three-family commercial status, as mandated in Chapter 14.5.e. Several fire doors inside will now have to be installed. I will modify the smoke and CO detectors to comply with commercial standards. If necessary, I would have a stairway from the garage deck to the ground provided for a third egress from the second floor and a second egress from the third floor. Parking is sufficient. I will never sell the units as condominiums like they did across the street. I am willing to agree to the affordable housing mandate in Chapter 14.5.c. I am open to making reasonable safety modifications as advised by the city.

In the 16-plus years I have owned the building, I have held the rentals per two bedroom apartment at substantially under market in the interest of tenant stability over maximizing my "investment." It's not an investment, it's my home. I just retired and if the building becomes unsuitable for me, I would reluctantly, probably have to sell it. This would, most likely, further reduce Portland's affordable housing availability. I seek a considerate, careful assessment of my appeal and will gladly address questions on this application.

Sincerely,

William H. Blount

Key Plan

Land Use Chapter 14-118 R-5 compliance

Section 5 a.-h.

The current use of this space is the same as it was prior to Sept. 3, 2008. The building is compliant in all major aspects with Section 5. Additional internal fire doors, hand railings and commercial smoke detection will be the only modifications to the building addressing life safety and commercial compliance.

5. b, (no condos) and c. affordable housing. I am comply with these sections.

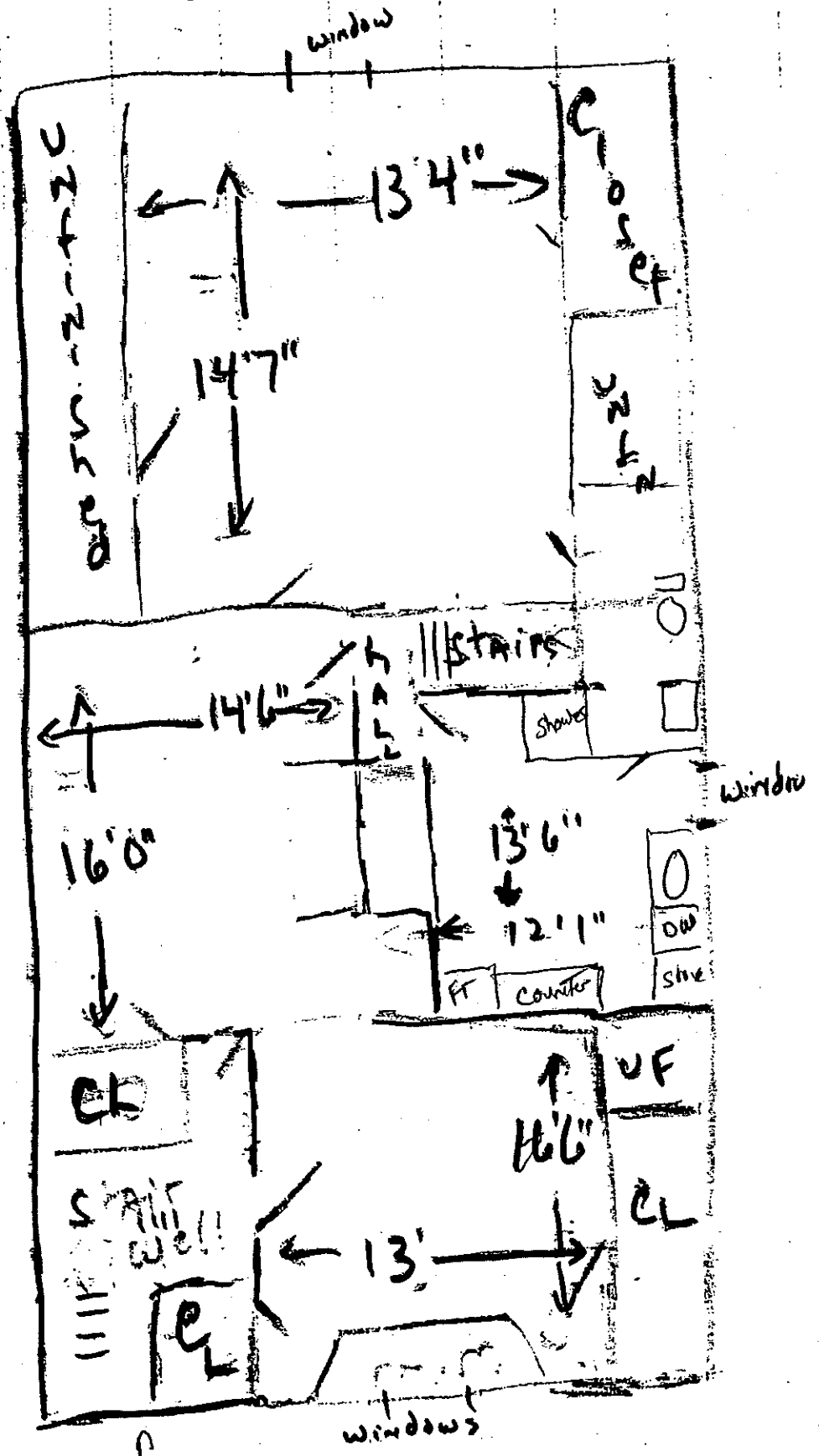
f. Parking exists for six vehicles on site and appears to be in full compliance.

g. There are no plans for a fire escape for the building. I am willing to put access from the deck over the garage to the ground via a stairway. This would complete the third floor second egress to the ground currently accommodated by a ladder (see photo). The garage stairway would not be visible from the street. It would not change the appearance of the building. It will appear to be appropriate architecture expected for the existing garage deck for access and egress.

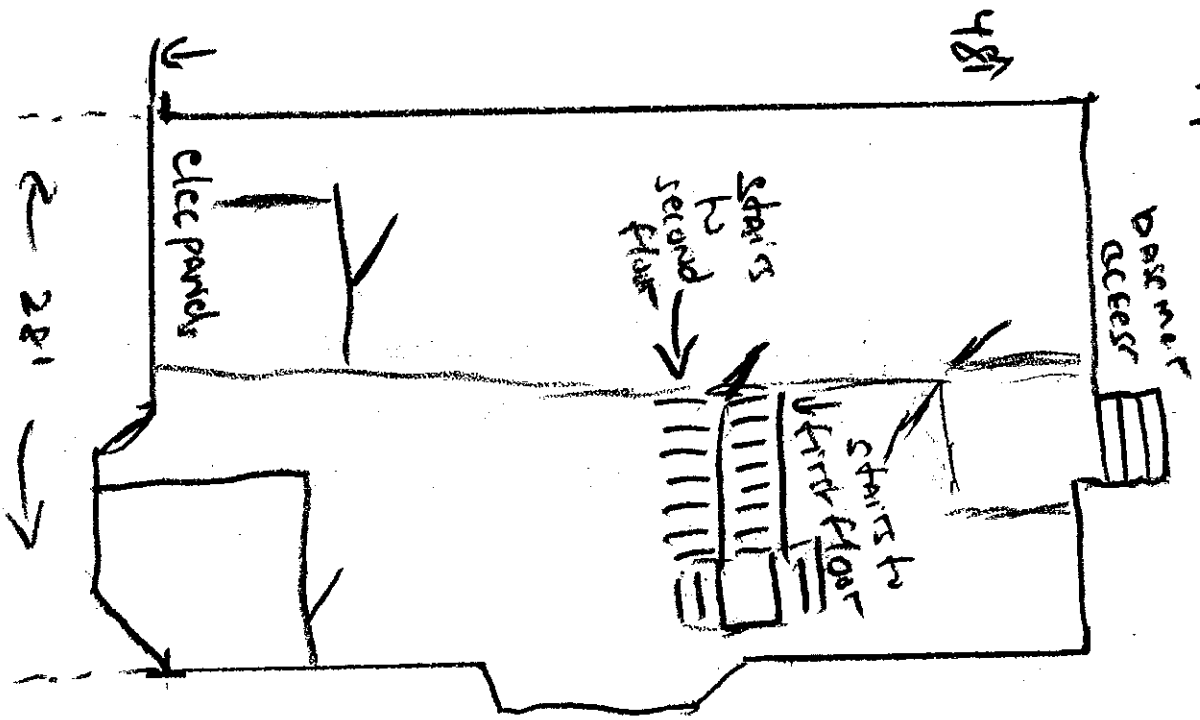
I recently had Portland Fire Department informally inspect for this proposed Change of Use. Capt. Petrucelli said if the building is legalized for three units by the City he did not think a sprinkler system would be necessary since third floor bedrooms /living space have existed since the structure was built over 100 years ago.

THIS PLAN IS NOT FOR RECORDING Drawn by: Jm

32 Warwick St
3rd Floor

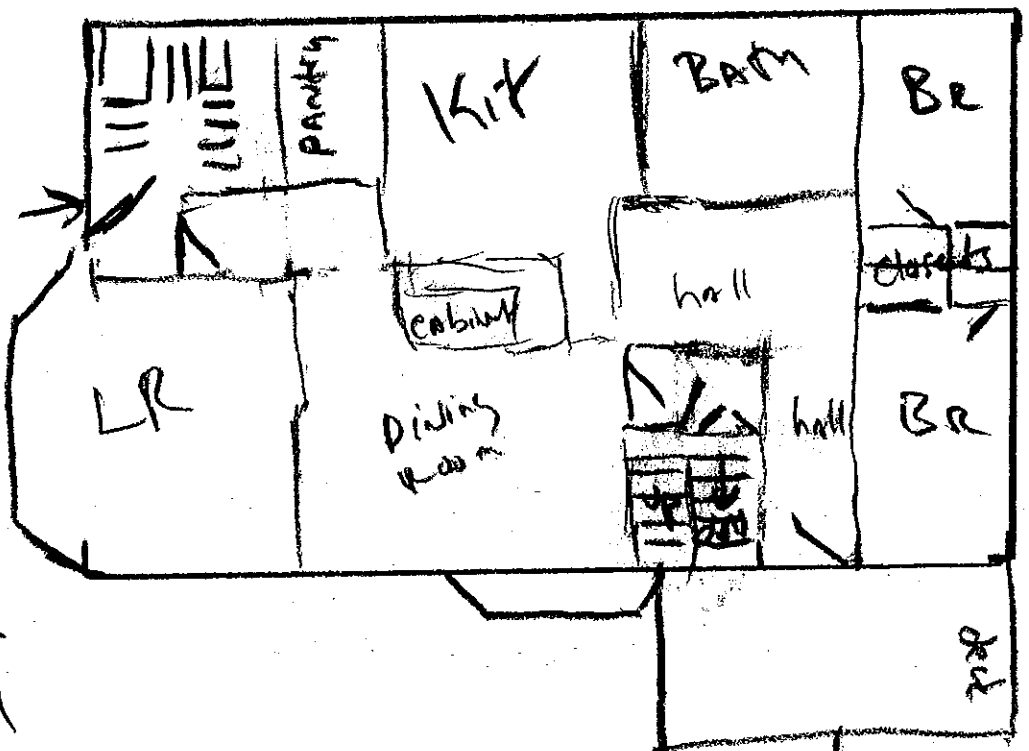


Approx scale 10' = 1"



32 Norwood St

1st Floor



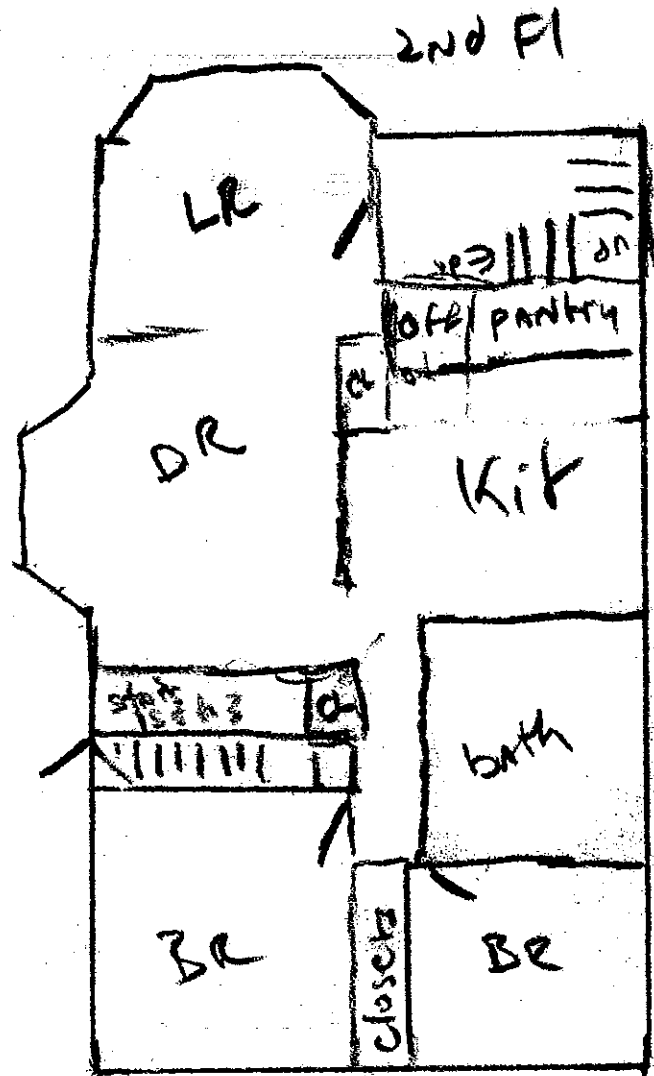
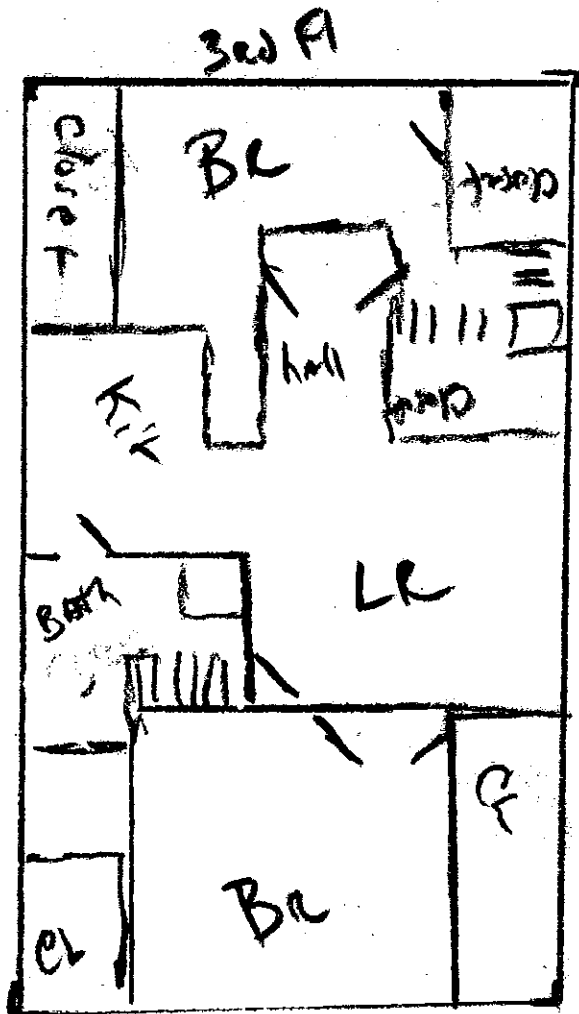
Basement 1st Floor
Key Plan Block
32 Norwood

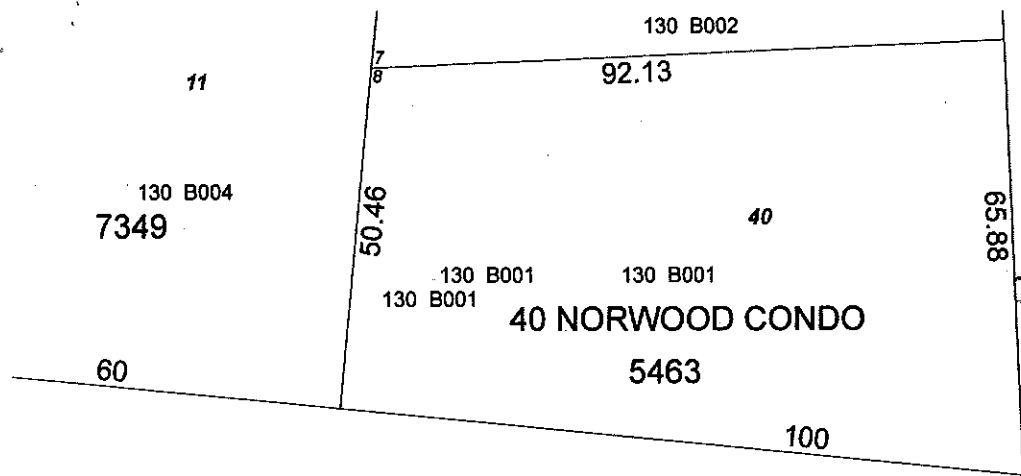
Am herst

stairs side ent

10' = approx 1"
 32 Norwood St

Keyplan Floor
 Blount 273
 32 Norwood





RECEIVED

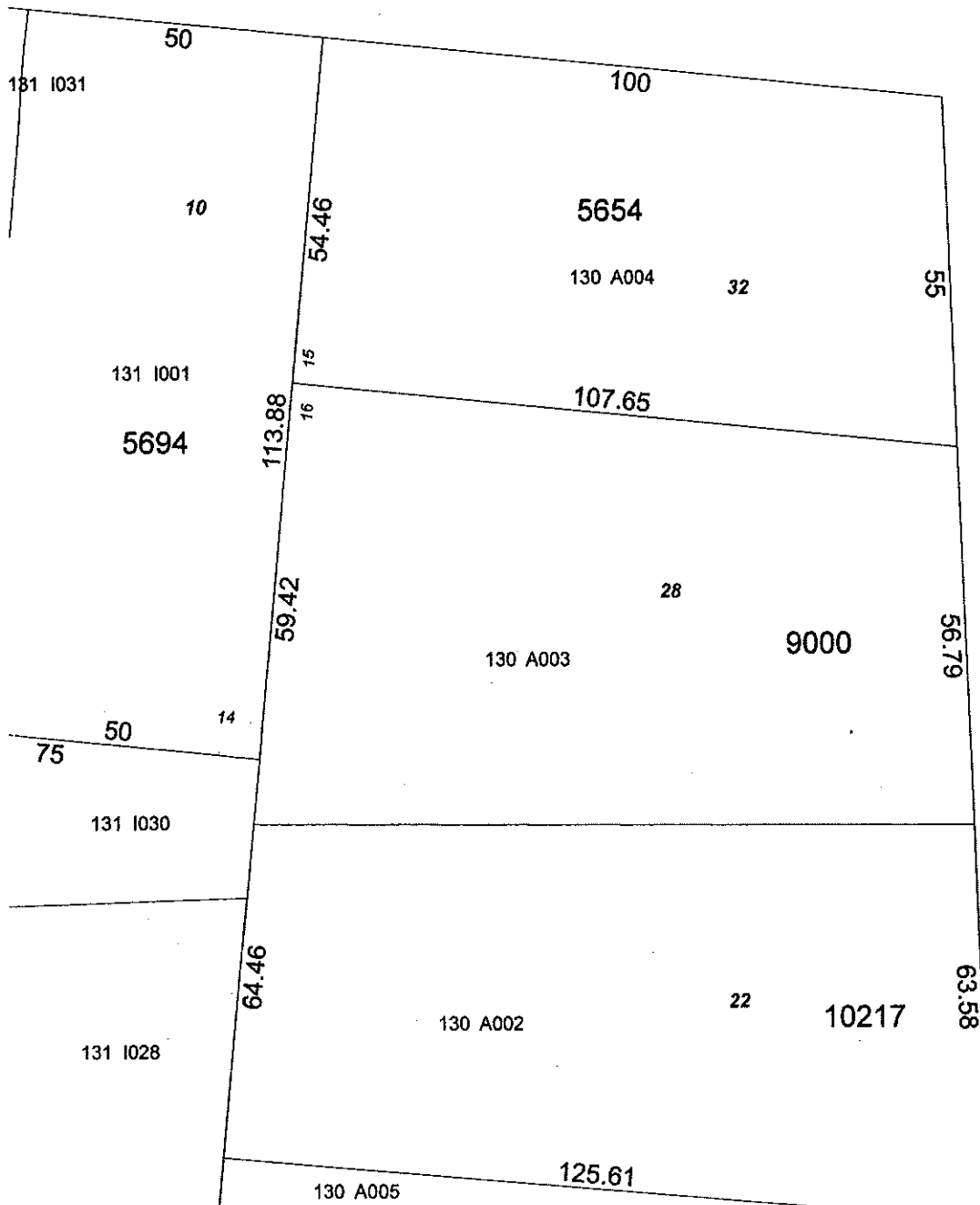
MAR 07 2017

DEPT OF ASSESSOR
CITY OF PORTLAND ME

56.42
130 E006

130 E015
50

AMHERST ST

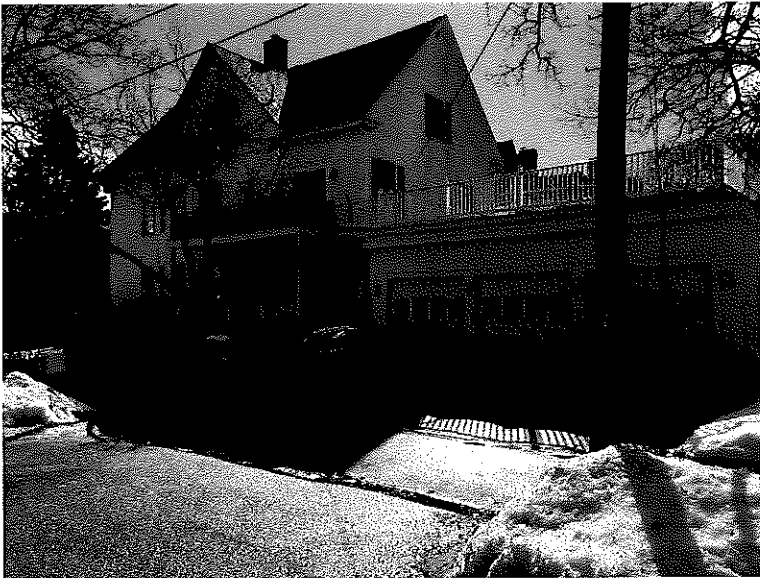


NORWOOD ST

130 E005

130 E004
18

130 E003



View from Amherst Street



From Norwood Street



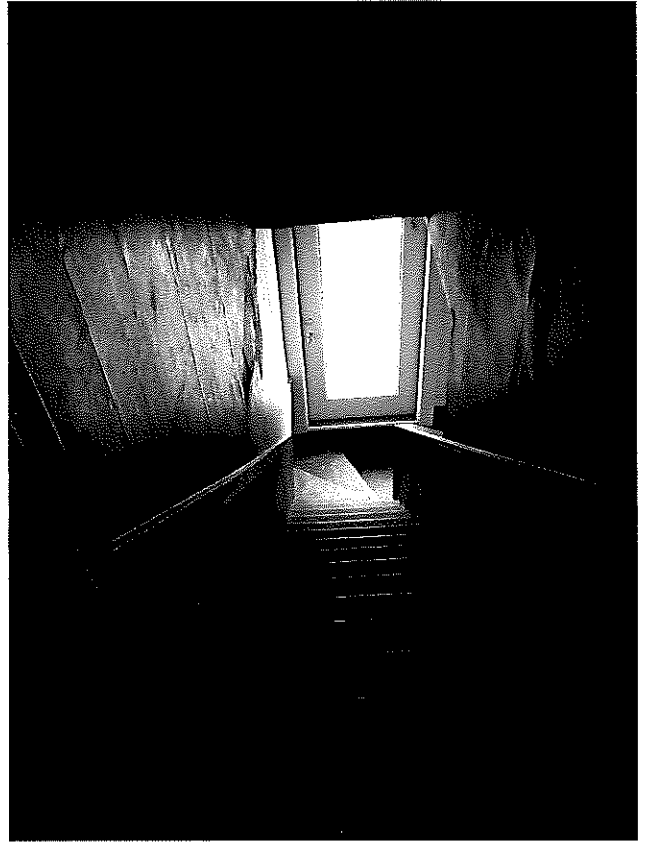
Garage deck with access to 2nd Fl deck



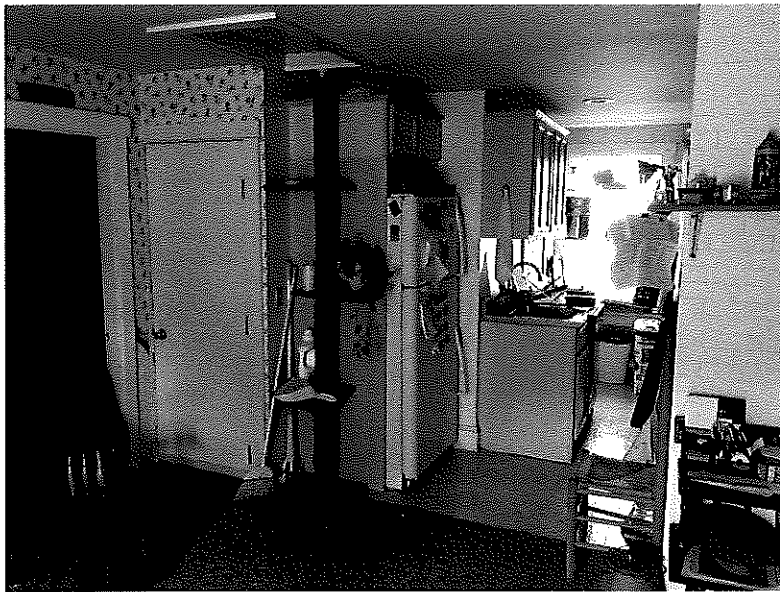
Entrances to 2nd and 1st Fl Apts.



Formal Stairwell



3rd Fl Egress to 2nd Fl Deck



3rd Fl Kitchen from Living Room



3rd Fl Entrance Hall from Living Room



3rd Fl Bath

Ladder currently provides ground level egress



WARRANTY DEED
Maine Statutory Short Form

Know all Persons by these Presents,

That we, Robert S. Chiozzi and Margaret F. Chiozzi, of Portland, County of Cumberland, State of Maine, for consideration paid, grant to:

William H. Blount

of Portland, County of Cumberland, and State of Maine, whose mailing address is:

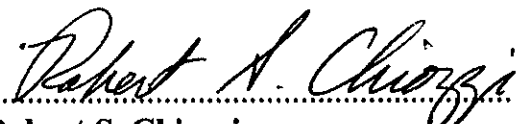
32 Norwood Street, Portland, Maine 04103, with **warranty covenants**, the land in Portland, County of Cumberland, and State of Maine, described as follows:

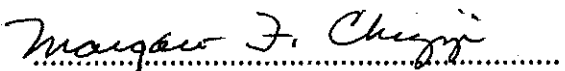
See attached Exhibit A for legal description.

Being the same premises conveyed to the Grantors herein by virtue of a warranty deed from Carol A. Peters dated June 29, 1984 and recorded in the Cumberland County Registry of Deeds in Book 6491, Page 9.

Witness our hands and seals this 27th day of October, 2000.

Signed, Sealed and Delivered
in the presence of

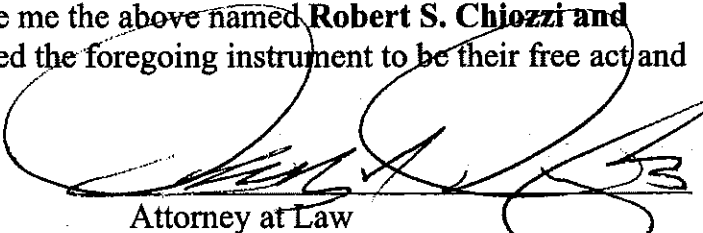

Robert S. Chiozzi


Margaret F. Chiozzi

State of Maine, County of Cumberland ss.

October 27, 2000

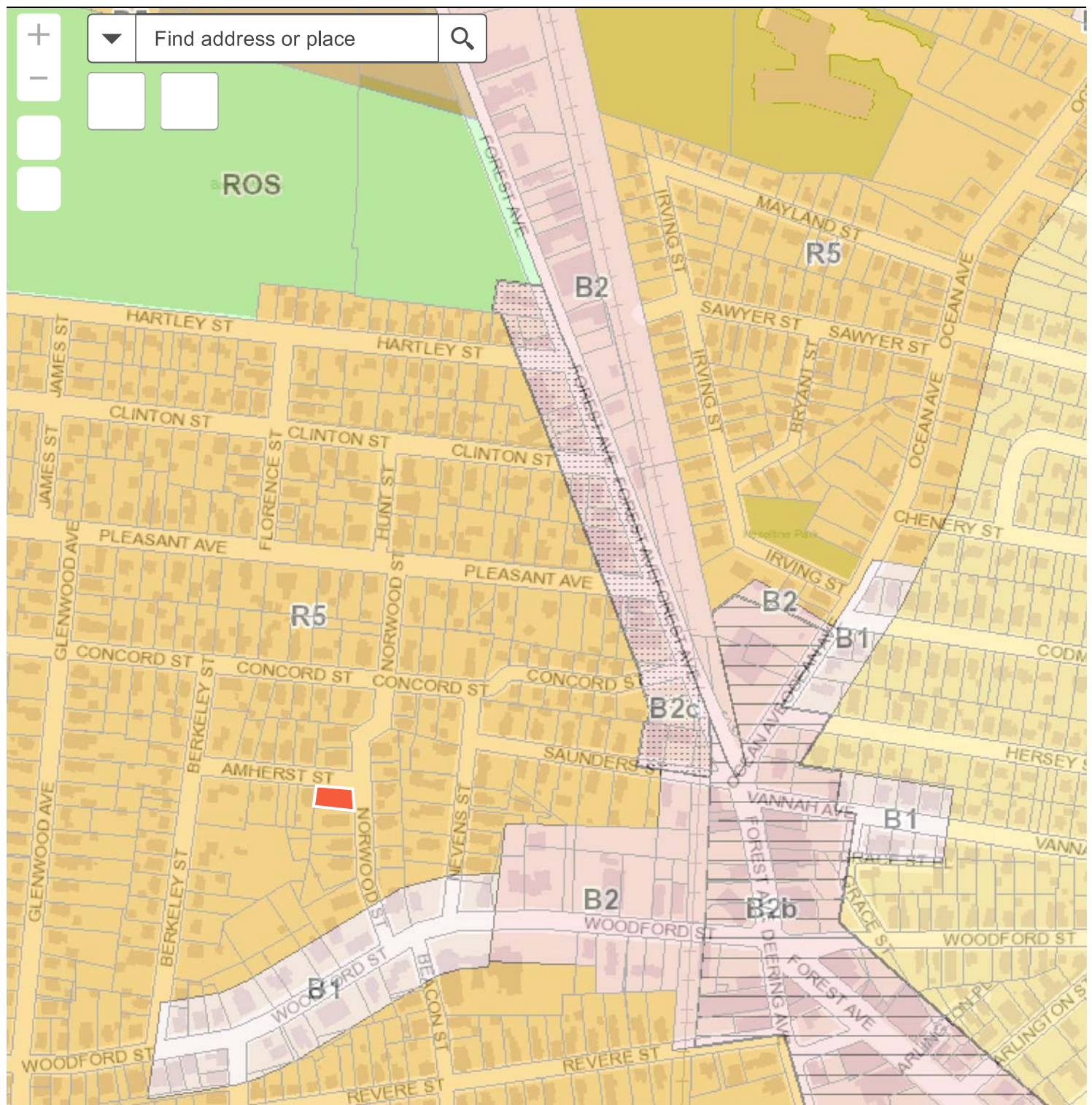
Then personally appeared before me the above named **Robert S. Chiozzi and Margaret F. Chiozzi** and acknowledged the foregoing instrument to be their free act and deed.


Attorney at Law

Printed Name: Donnelly S. Douglas

MAINE REAL ESTATE TAX PAID

32 Norwood St - CBL 130-A-004 - Conditional Use Appeal



400ft

2,924,943.859 307,104.446 Feet

Verrill Dana_{LLP}

Attorneys at Law

SCOTT D. ANDERSON
PARTNER
sanderson@verrilldana.com
Direct: 207-253-4540

ONE PORTLAND SQUARE
PORTLAND, MAINE 04112-0586
207-774-4000 • FAX 207-774-7499
www.verrilldana.com

March 14, 2017

Via Hand Delivery

City of Portland Zoning Board of Appeals
389 Congress St., Room 315
Portland, ME 04101

Re: Extension of Conditional Use Permit
Proposed Verizon Wireless Facility

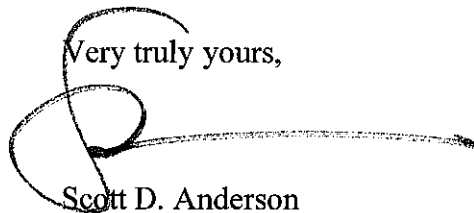
Dear Zoning Board of Appeals:

Enclosed please find a request for a six (6) month extension of a Conditional Use Appeal Permit for the proposed Verizon Wireless' wireless telecommunications facility at 1531 Congress Street, Portland, Maine. On October 20, 2016 the Zoning Board of Appeals approved Verizon Wireless Conditional Use Appeal, which is attached hereto. Verizon Wireless is in process of obtaining a final Site Plan approval and building permit for the project, but at this point it does not appear that Verizon Wireless will be able to commence construction prior to the end of the 6-month permit term. As such, we are requesting an extension of our Conditional Use Appeal Permit for a six-month period. Also, enclosed is the requisite filing fee of \$100.00.

We respectfully request that the Zoning Board of Appeals consider this request at its next regularly scheduled meeting. Please do not hesitate to contact the project manager, Matt Burke (at 508-930-0974), or me should you have any questions.

Thank you and I look forward to hearing from you.

Very truly yours,



Scott D. Anderson

SDA/mtt

Enclosures

cc: Matt Burke, Tower Resource Management, Inc.

Portland, Maine



Yes. Life's good here.

Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS
Conditional Use Appeal Application

Applicant Information:

Verizon Wireless

NAME

Verizon Wireless d/b/a Portland Cellular

BUSINESS NAME

118 Flanders Road, Westborough, MA 01581

BUSINESS ADDRESS

(207) 253-4540 sanderson@verrilldana.com

BUSINESS TELEPHONE & E-MAIL

Purchase and Sale Contract

APPLICANT'S RIGHT/TITLE/INTEREST

R-5

CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:

Undeveloped

Subject Property Information:

1531 Congress Street, Portland, ME 04102

PROPERTY ADDRESS

196/E/1

CHART/BLOCK/LOT (CBL)

Kennick LLC

PROPERTY OWNER (If Different)

PO Box 10988, Portland, ME 04104

ADDRESS (If Different)

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 78(c)(1)

TYPE OF CONDITIONAL USE PROPOSED:

Utility substation/telephone electronic equipment enclosures

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 OF APPLICANT

DATE

3/14/2017

389 Congress Street * Portland Maine 04101-3509 * Phone: (207) 874-8703 * Fax: (207) 874-8716
<http://www.portlandmaine.gov/planning/buildinsp.asp> * E-Mail: buildinginspections@portlandmaine.gov

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

Ann Machado, Zoning Administrator

October 25, 2016

Scott D. Anderson
Verrill Dana
One Portland Square
Portland, ME 04112-0586

Re: 1531 Congress St, Portland, ME; 196-E-001; R-5 Residential Zone

Dear Mr. Anderson:

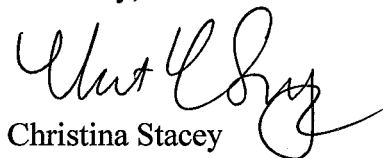
On October 20, 2016, the Zoning Board of Appeals voted 4-1 (Avery recused) to grant Verizon Wireless's Conditional Use Appeal to construct a telephone equipment shelter and associated equipment at 1531 Congress St. I am enclosing a copy of the Board's decision.

Now that the conditional use appeal has been approved, Verizon Wireless will need to seek Site Plan approval for the project, as well as a Commercial Building permit. Under Section 14-474(f) of the ordinance, they will have six months from the date of the meeting, October 20, 2016, to obtain the Site Plan and building permit approvals and to start any construction work, or their Zoning Board approval will expire.

Appeals from decisions of the Board may be filed in Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

Should you have any questions, please contact me at (207) 874-8695 or cstacey@portlandmaine.gov.

Sincerely,



Christina Stacey
Zoning Specialist

cc: file

CITY OF PORTLAND, MAINE
ZONING BOARD OF APPEALS

Chip O'Brien
Joseph Zamboni
ERIK Lawson
Refused - Kent Avery.
Donna Katsieff
Brandon Meyer

R-5 Residential Zone
Conditional Use Appeal

DECISION

Date of public hearing: October 20, 2016

Name and address of applicant: Verizon Wireless d/b/a Portland Cellular
118 Flanders Road
Westborough, MA 01581

Location of property under appeal: 1531 Congress Street
CBL 196 E001001

For the Record:

Names and addresses of witnesses (proponents, opponents and others):

SCOTT Anderson
Vernell Dena
MATT BURKE
Verizon

MARK WAKNOFF, 26 RABBIT RUN
PETER WILD, BREWER ST.
STEVE ABBOTT RABBIT RUN
JEANNIE KENNY HAYWOOD ST
ROSE LANNON 1530 CONGRESS
GARY THOMPSON BREWER ST
TERRY WILE BREWER ST.
AMY ABBOT 32 RABBIT RUN
TOM SHELDRICK HAYWOOD ST.
MARK KENNY HAYWOOD ST.

Exhibits admitted (e.g. renderings, reports, etc.):

Application w/ exhibits

Findings of Fact and Conclusions of Law:

The applicant is seeking a conditional use permit pursuant to Sec. 14-118(c)(2) to construct a 1,200 sq. ft. equipment shelter, as well as locate an external back-up generator on a 14'x6' concrete pad outside of and behind the structure. The shelter will be accessed by a paved driveway, and a single parking area will be provided.

- A. Special standards pursuant to Sec. 14-118(c)(2). "Utility substations such as water and sewage pumping stations and standpipes, electric power substations, transformer stations, and telephone electronic equipment enclosures and other similar structures" are allowed so long as they meet the following standard:

1. The use must be "suitably screened and landscaped so as to ensure compatibility with the surrounding neighborhood." Sec. 14-118(c)(2).

Satisfied ☒

Not Satisfied ☐

42 FEB 1 NO VOTE
~~UNANIMOUS~~
4 SATISFIED

Reason and supporting facts:

THE TESTIMONY OF THE APPLICANT SUPPORTED BY THE SITE PLAN (Z-2) ~~AND THE~~ SHOWS SUITABLE SCREENING TO ENSURE COMPATIBILITY WITH THE SURROUNDING NEIGHBORHOOD. IN ADDITION, THE LEVEL II SITE PLAN REVIEW WILL PROVIDE AN ADDITIONAL OPPORTUNITY FOR COMMENT & ADJUSTMENTS

- B. Conditional use standards pursuant to Sec. 14-474(c)(2). A conditional use permit shall be granted "upon a showing that the proposed use, at the size and intensity contemplated at the proposed location, will not have substantially greater negative impacts than would normally occur from surrounding uses or other allowable uses in the same zoning district." This standard is met only if the applicant meets all of the following criteria:

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. Sec. 14-474(c)(2)(a).

Satisfied ☒

Not Satisfied ☐

~~5 FOR~~
UNANIMOUS

Reason and supporting facts:

TESTIMONY & SUPPORTING MATERIALS SHOW ONE SITE VISIT DURING NORMAL OPERATING MONTHS

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. Sec. 14-474(c)(2)(b).

Satisfied ✓

Not Satisfied _____

~~UNANIMOUS~~

Reason and supporting facts:

THERE WAS NO TESTIMONY OR EVIDENCE INDICATING ANY GLARE, DUST, SEWAGE DISPOSAL, ODOR OR LITTER. A SOUND STUDY PREPARED BY MODALINE SPECIALTIES SHOWED THAT PREDICTED EQUIPMENT SOUND LEVELS WOULD BE 48dBA OR LESS AT THE CLOSEST RESIDENCE, WHICH IS LESS THAN BACKGROUND NOISE LEVELS.

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 or other allowable uses in the zone. Sec. 14-474(c)(2)(c).

Satisfied ✓

Not Satisfied _____

UNANIMOUS

Reason and supporting facts:

THE PROPOSED USE WILL NOT INCLUDE ANY SIGNS, LOADING, DELIVERIES, TRASH, OR WASTE GENERATION OR MATERIALS STORAGE.

LANDSCAPING, SCREENING AND ARRANGEMENT OF STRUCTURES IS CONSISTENT WITH SURROUNDING USES AND THE EFFECTS/IMPACT ARE LESS THAN ALLOWABLE USES WHICH INCLUDE SCHOOLS, CHURCHES AND ~~OTHER~~ OTHER LARGE SCALE FACILITIES.

FOR IN FAVOR / ONE OPPOSED

✓ Option 1: The Board finds that the standard described in section A above has been satisfied and that all of the standards (1 through 3) described in section B above have been satisfied, and therefore GRANTS the conditional use permit.

___ Option 2: The Board finds that while the standard described in section A above has been satisfied and that all of the standards (1 through 3) described in section B above have been satisfied, certain additional conditions must be imposed to minimize adverse effects on other property in the neighborhood, and therefore GRANTS the application SUBJECT TO THE FOLLOWING CONDITIONS:

___ Option 3: The Board finds that the standard described in section A above and/or all of the standards (1 through 3) described in section B above have not been satisfied, and therefore DENIES the application.

Dated: 10-20-16

Allyson Board Chair
Donna M. Katschauer

Verrill Dana^{LLP}

Attorneys at Law

SCOTT D. ANDERSON
PARTNER
sanderson@verrilldana.com
Direct: 207-253-4540

ONE PORTLAND SQUARE
PORTLAND, MAINE 04112-0586
207-774-4000 • FAX 207-774-7499
www.verrilldana.com

October 3, 2016

Via Hand Delivery

City of Portland Zoning Board of Appeals
389 Congress St., Room 315
Portland, ME 04101

Re: Conditional Use Application
Proposed Verizon Wireless Facility

Dear Zoning Board of Appeals:

Enclosed please find eleven (11) copies of a Conditional Use Appeal Application for a proposed Verizon Wireless' wireless telecommunications facility at 1531 Congress Street, Portland, Maine. Also, enclosed is the requisite filing fee of \$100.00.

PROJECT DESCRIPTION

Verizon Wireless proposes to construct a 1,200 square foot equipment shelter at the proposed site to house cellular equipment as part of Verizon Wireless' network in Portland. The parcel is located on Congress Street, between Congress and an existing rail line. In addition to the one-story structure, Verizon Wireless will install an external back-up generator on a 14 x 6 concrete pad immediately outside of and behind the structure, to be fueled by natural gas. HVAC units for climate control within the structure will be placed on a concrete pad adjacent to the generator. Verizon Wireless will screen this equipment with both fencing and additional plantings (arborvitae). The equipment shelter will be accessed by a paved driveway. A single parking area is proposed as well. All of the above project components are shown in detail on the Site Plan attached as Exhibit 2.

STANDARDS FOR CONDITIONAL 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

RESPONSE: The proposed Facility will result in approximately one vehicle trip per month, on average, by a Verizon Wireless technician. Accordingly, the construction of the facility will not result in any adverse parking or traffic impacts.

- 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

RESPONSE: The proposed Facility will not create unsanitary or harmful conditions. The Facility will not require water supply or sewage disposal, nor will it produce any wastewater. There will be no emissions to the air, odor, or litter. The only sources of noise associated with operation of the Facility are the back-up generator and the HVAC units. The generator is contained within a sound-attenuating enclosure and other than a brief weekly test, the generator will operate only after a sustained power outage (approximately 6 hours). The HVAC units emit a sound of similar level to a standard residential HVAC installation. The only exterior lighting associated with the Facility is a small, down-directional, motion-activated light over the door of the equipment shelter.

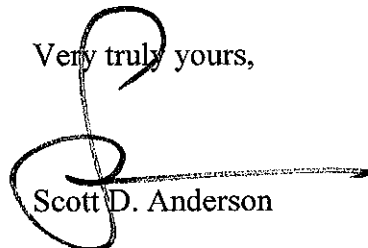
- c. The design and operation of the proposed use, including but not limited to landscaping, screening, sign, loading, deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated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

RESPONSE: The proposed Facility has been designed to fit into the existing landscape of the site. The equipment shelter has been designed with an architectural shingle roof and residential clapboard siding to fit in with the surrounding neighborhood. There will be no signs, loading, deliveries, trash, waste generation, or materials stored at the facility. Traffic and use of the site will be minimal, and far less than normal use, traffic, sound, and other impacts of residential development. The external equipment installation will not operate with impacts that exceed that of a similar residential installation.

We respectfully request that the Zoning Board of Appeals consider this request at its next regularly scheduled meeting. Please do not hesitate to contact the project manager, Matt Burke (at 508-930-0974), or me should you have any questions.

Thank you and I look forward to hearing from you.

Very truly yours,



Scott D. Anderson

SDA/mtt

Enclosures

cc: Matt Burke, Tower Resource Management, Inc.

TABLE OF CONTENTS

1. Conditional Use Appeal Application Form
2. Site Plan
3. Tax Map
4. Purchase & Sale Contract
5. Existing Photos of the Site

EXHIBIT 1



Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Conditional Use Appeal Application

Applicant Information:

Verizon Wireless

NAME

Verizon Wireless d/b/a Portland Cellular

BUSINESS NAME

118 Flanders Road, Westborough, MA 01581

BUSINESS ADDRESS

(207) 253-4540 sanderson@verrilldana.com

BUSINESS TELEPHONE & E-MAIL

Purchase and Sale Contract

APPLICANT'S RIGHT/TITLE/INTEREST

R-5

CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:

Undeveloped

Subject Property Information:

1531 Congress Street, Portland, ME 04102

PROPERTY ADDRESS

196/E/1

CHART/BLOCK/LOT (CBL)

Kennick LLC

PROPERTY OWNER (If Different)

PO Box 10988, Portland, ME 04104

ADDRESS (If Different)

PHONE # AND E-MAIL

 CONDITIONAL USE AUTHORIZED BY
SECTION 14- 78(c)(1)
TYPE OF CONDITIONAL USE PROPOSED:

Utility substation/telephone electronic equipment enclosures

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
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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 OF APPLICANT

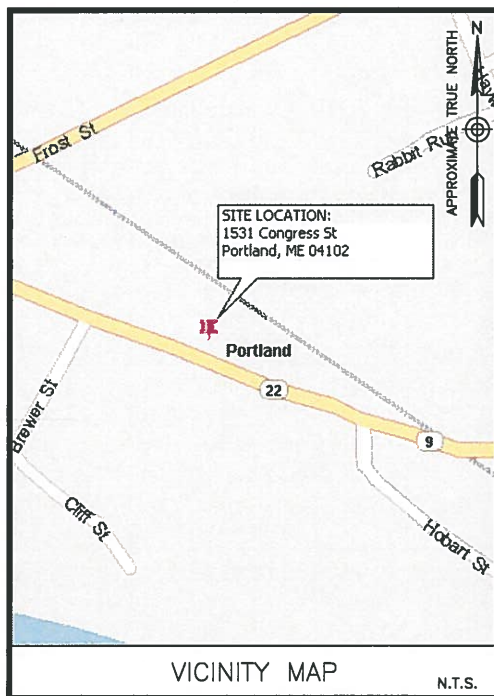
DATE

10/3/2016

EXHIBIT 2



PORTLAND ME HEAD END
1531 CONGRESS STREET
PORTLAND, ME 04102



DIRECTIONS FROM WESTBOROUGH, MA:

TAKE 1-495 N. CONTINUE ONTO EXIT 60. MERGE ONTO I-95 N. KEEP LEFT AT THE FORK TO STAY ON I-95 N. KEEP LEFT AT THE FORK TO STAY ON I-95 N. TAKE EXIT 48 TOWARD ME--22/ME--9/JETPORT/CONGRESS ST. TURN RIGHT ONTO SKYWAY DR. USE THE LEFT 2 LANES TO TURN LEFT AT THE 1ST CROSS STREET ONTO JOHNSON RD. CONTINUE STRAIGHT TO STAY ON JOHNSON RD. USE THE MIDDLE LANE TO MERGE ONTO CONGRESS ST. CONTINUE STRAIGHT TO STAY ON CONGRESS ST. SITE WILL BE ON THE LEFT.

ENGINEER
DEWBERRY ENGINEERS INC.
280 SUMMER ST.
10TH FLOOR
BOSTON, MA 02210

PHONE # (617) 531-0813
FAX # (617) 695-3310

CONTACT: MATTHEW TILDEN

CONSTRUCTION
VERIZON WIRELESS
118 FLANDERS ROAD
WESTBOROUGH, MA 01581-3956
PHONE # (617) 999-3248
FAX # (508) 330-3405
CONTACT: BRIAN DUMAS

CONSULTANT TEAM

SITE NAME:
PORTLAND ME HEAD END

PROPERTY OWNER:
KENNICK LLC
P.O. 10988
PORTLAND, ME 04104

APPLICANT:
PORTLAND CELLULAR PARTNERSHIP D/B/A
VERIZON WIRELESS
118 FLANDERS ROAD
WESTBORO, MA 01581

ELECTRIC UTILITY:
CENTRAL MAINE POWER (800) 565-3181

TELEPHONE UTILITY:
VERIZON (800) 837-4966

PARCEL ID:
196-E001

HORIZONTAL DATUM:
NORTH AMERICAN DATUM OF 1983 (NAVD88)

CENTER OF BUILDING*:
LATITUDE: 43° 39' 33.0" N
LONGITUDE: 70° 18' 12.5" W
*PER HANDHELD GPS

PROJECT SUMMARY

SITE ADDRESS:
1531 CONGRESS ST.
PORTLAND, ME 04102

ZONING DISTRICT:
R-5 RESIDENTIAL ZONE

PROJECT DIRECTORY

THE PROJECT WILL CONSIST OF INSTALLING A NEW 1,200 S.F. HEAD END FACILITY WITH ASSOCIATED PARKING AREA. UTILITIES TO COME FROM EXISTING SOURCES AT STREET.

PROJECT DESCRIPTION

THIS DOCUMENT WAS DEVELOPED TO REFLECT A SPECIFIC SITE AND ITS SITE CONDITIONS AND IS NOT TO BE USED FOR ANOTHER SITE OR WHEN OTHER CONDITIONS PERTAIN. REUSE OF THIS DOCUMENT IS AT THE SOLE RISK OF THE USER.

A.D.A. COMPLIANCE:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

[illegible]

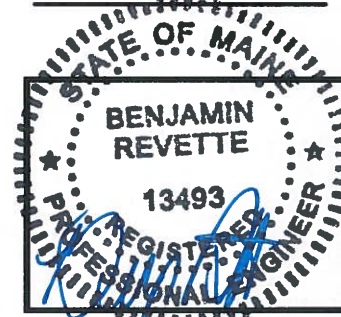
VERIZON WIRELESS
118 FLANDERS ROAD
WESTBOROUGH, MA 01581-3956

PORTLAND ME HEAD END

ZONING DRAWINGS		
0	09/28/16	FOR SUBMITTAL
A	09/12/16	FOR COMMENT



Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.695.3400
FAX: 617.695.3310



DRAWN BY: JG

REVIEWED BY: MFT

CHECKED BY:	BBR
-------------	-----

PROJECT NUMBER:	50002925
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JOB NUMBER: 50080012

SITE ADDRESS:

1531 CONGRESS ST.
PORTLAND, ME 04102

SHEET TITLE

TITLE SHEET

SHEET NUMBER

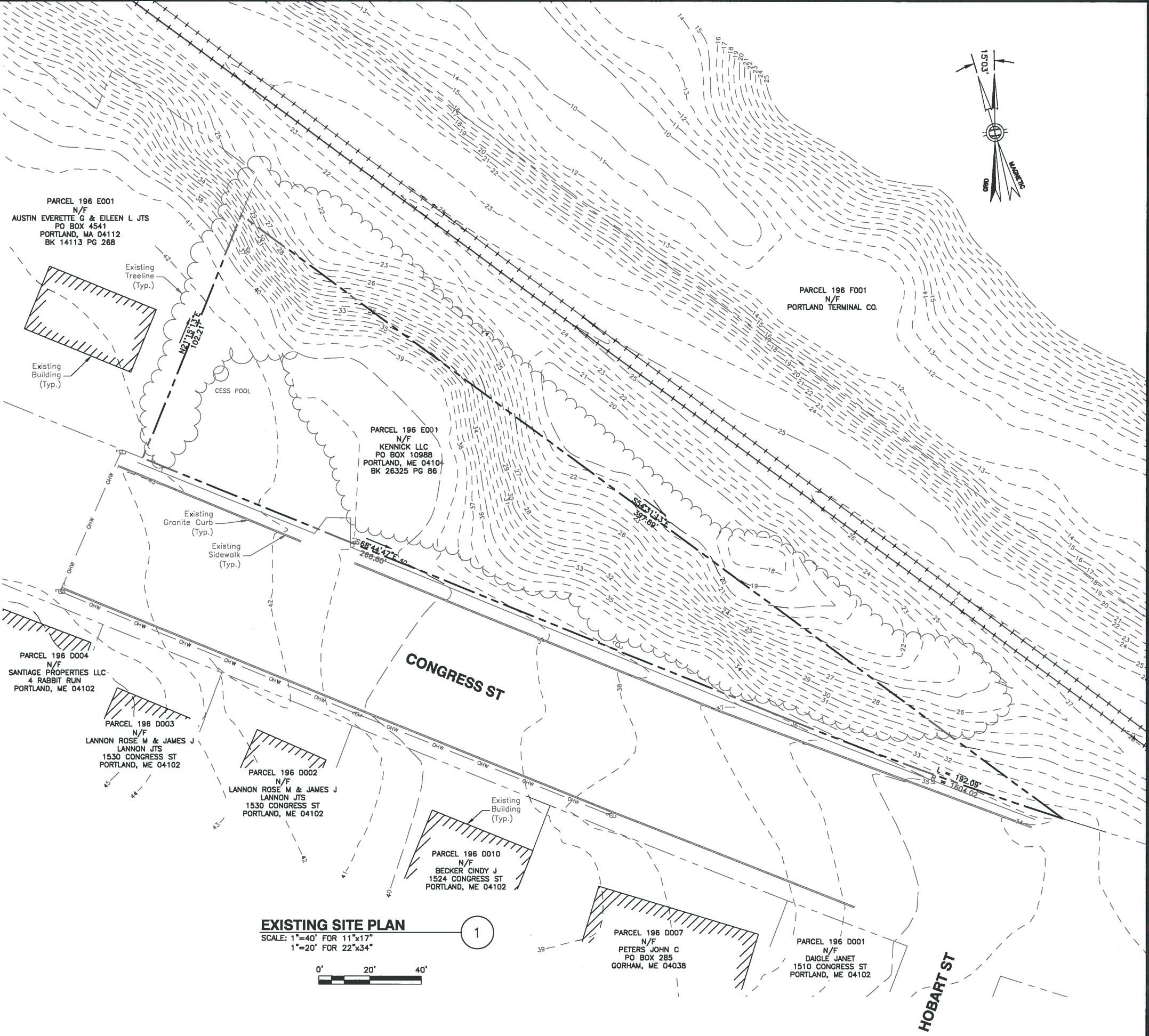
T-1

GENERAL NOTES

1. FIELD SURVEY DATE: AUGUST 26, 2016
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988.
3. HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) ME WEST STATE PLANE
4. CENTER OF PROPOSED BUILDING:
LAT 43° 39' 33.0" N
LON 70° 18' 12.5" W
GROUND EL= 41'
5. OWNER: KENNICK LLC
PO BOX 10988
PORTLAND ME 04104
6. SITE NAME: PORTLAND ME HEAD END
7. SITE NUMBER: N/A
8. SITE ADDRESS: 1531 CONGRESS ST.
PORTLAND, ME 04102
9. ABUTTERS INFORMATION TAKEN FROM TOWN TAX DATA
10. JURISDICTION: CITY OF PORTLAND, ME
11. TAX ID: PARCEL 196 E001
12. DEED REFERENCE: BOOK 26325 PG 86
13. PLAT REFERENCE: 2008 BH2M SURVEY
14. GRID NORTH BASED ON GPS
15. ELEVATIONS AND COORDINATES FROM GPS LOCATIONS.
16. ALL UNDERGROUND UTILITY INFORMATION PRESENTED HEREON WAS DETERMINED FROM SURFACE EVIDENCE AND PLANS OF RECORD. ALL UNDERGROUND UTILITIES SHOULD BE LOCATED IN THE FIELD PRIOR TO COMMENCEMENT OF ALL SITE WORK. CALL DIGSAFE 1(800) 322-4844 A MINIMUM OF 72 HOURS PRIOR TO PLANNED ACTIVITY.
17. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE PROPOSED TOWER ON THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE X. NOT WITHIN THE 100 YEAR FLOOD BOUNDARY. COMMUNITY PANEL NO. 2300510013B, DATED 7/17/1986
18. PROPERTY LINE INFORMATION IS COMPILED FROM DEEDS AND PLANS OF RECORD AND IS NOT THE RESULT OF A FULL BOUNDARY SURVEY.
19. BEARING SYSTEM OF THIS PLAN IS BASED ON GRID NORTH.

LEGEND

- LOCUS PROPERTY LINE
- Existing Property Line
- Existing Road
- - - - - XXX - - - - - Existing Contour
- - - - - XXX - - - - - PROPOSED CONTOUR
- + + + + + Existing Train Tracks
- Existing Treeline
- OHW --- Existing Overhead Wire
- Existing Utility Pole



EXISTING SITE PLAN

SCALE: 1"=40' FOR 11"x17"
1"=20' FOR 22"x34"



VERIZON WIRELESS
118 FLANDERS ROAD
WESTBOROUGH, MA 01581-3956

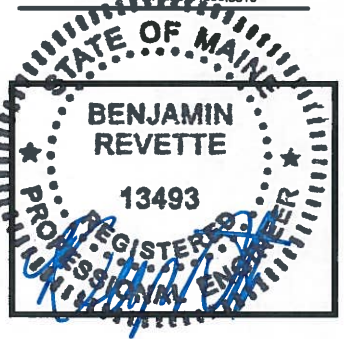
PORTLAND ME
HEAD END

ZONING DRAWINGS

0	09/28/16	FOR SUBMITTAL
A	09/12/16	FOR COMMENT



Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.695.3400
FAX: 617.695.3310



DRAWN BY: JG

REVIEWED BY: MFT

CHECKED BY: BBR

PROJECT NUMBER: 50002925

JOB NUMBER: 50080012

SITE ADDRESS:

1531 CONGRESS ST.
PORTLAND, ME 04102

SHEET TITLE

EXISTING SITE PLAN

SHEET NUMBER

GENERAL NOTES

1. FIELD SURVEY DATE: AUGUST 26, 2016
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988.
3. HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) ME WEST STATE PLANE
4. STAKE SET IN PROPOSED TOWER AREA:
LAT TBD
LON TBD
GROUND EL= TBD
5. OWNER: KENNICK LLC
PO BOX 10988
PORTLAND ME 04104
6. SITE NAME: PORTLAND ME HEAD END
7. SITE NUMBER: N/A
8. SITE ADDRESS: 1531 CONGRESS ST.
PORTLAND, ME 04102
9. ABUTTERS INFORMATION TAKEN FROM TOWN TAX DATA
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CALL DIGSAFE (800) 322-4844 A MINIMUM OF 72 HOURS PRIOR TO PLANNED ACTIVITY.
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18. PROPERTY LINE INFORMATION IS COMPILED FROM DEEDS AND PLANS OF RECORD AND IS NOT THE RESULT OF A FULL BOUNDARY SURVEY.
19. BEARING SYSTEM OF THIS PLAN IS BASED ON GRID NORTH.

ZONING INFORMATION

DISTRICT: R5 - RESIDENTIAL

	REQUIRED:	PROPOSED:
MIN. AREA:	6,000 S.F.	20,301 S.F.
MAX HEIGHT:	35'	23'-8"
MIN. FRONTAGE:	50'	N/C
MIN. DEPTH:	N/A	N/A
MIN. FRONT YARD DEPTH:	20'	22'-0"
MIN. SIDE YARD DEPTH: (1 STORY STRUCTURE)	8'	15'-0"
MIN. REAR YARD DEPTH:	20'	21'-1"
MAX LOT COVERAGE:	40%	14.56%

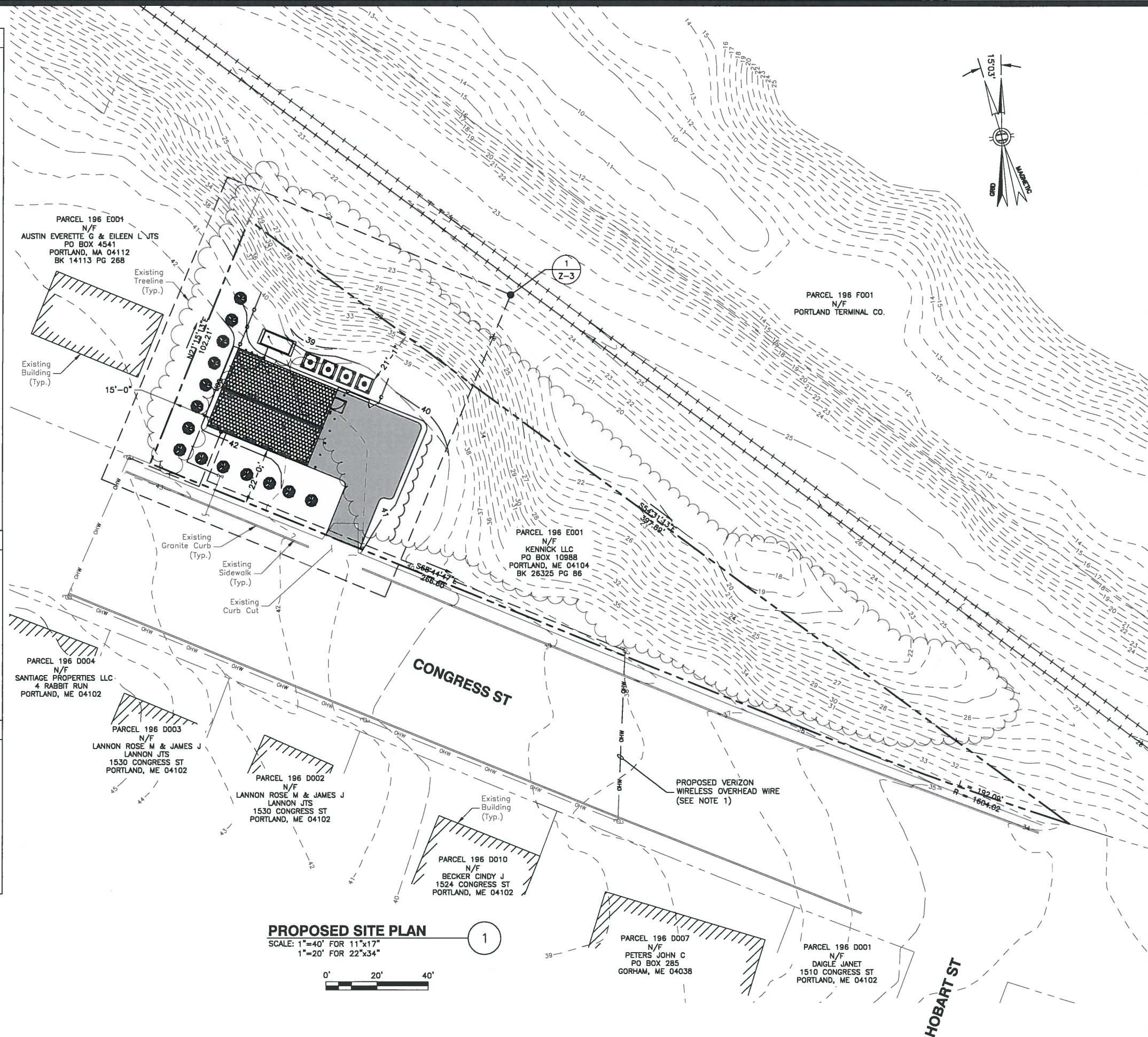
N/A - NOT APPLICABLE, N/C - NO CHANGE

LEGEND

---	LOCUS PROPERTY LINE
---	Existing Property Line
---	Existing Road
-XXX-	Existing Contour
-XXX-	PROPOSED CONTOUR
+++++	Existing Train Tracks
~~~~~	Existing Treeline
OHW OHW	Existing Overhead Wire
UD	Existing Utility Pole

## NOTE:

1. UTILITY SERVICE & ROUTING PENDING UTILITY COMPANY DESIGN & APPROVAL



## PROPOSED SITE PLAN

SCALE: 1"=40' FOR 11"x17"  
1"=20' FOR 22"x34"

0' 20' 40'



VERIZON WIRELESS  
118 FLANDERS ROAD  
WESTBOROUGH, MA 01581-3956

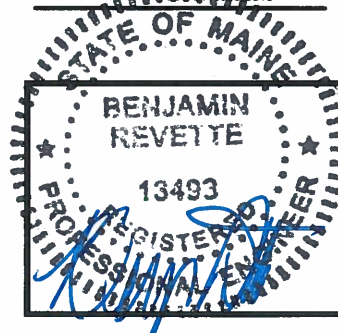
## PORTLAND ME HEAD END

## ZONING DRAWINGS

O	09/28/16	FOR SUBMITTAL
A	09/12/16	FOR COMMENT



Dewberry Engineers Inc.  
280 SUMMER STREET  
10TH FLOOR  
BOSTON, MA 02210  
PHONE: 617.695.3400  
FAX: 617.695.3310



DRAWN BY: JG

REVIEWED BY: MFT

CHECKED BY: BBR

PROJECT NUMBER: 50002925

JOB NUMBER: 50080012

SITE ADDRESS:

1531 CONGRESS ST.  
PORTLAND, ME 04102

SHEET TITLE

PROPOSED SITE PLAN

SHEET NUMBER

Z-2





VERIZON WIRELESS  
118 FLANDERS ROAD  
WESTBOROUGH, MA 01581-3956

PORTLAND ME  
HEAD END

ZONING DRAWINGS		
0	09/28/16	FOR SUBMITTAL
A	09/12/16	FOR COMMENT



Dewberry Engineers Inc.  
280 SUMMER STREET  
10TH FLOOR  
BOSTON, MA 02210  
PHONE: 617.695.3400  
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DRAWN BY:	JG
REVIEWED BY:	MFT
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PROJECT NUMBER:	50002925
JOB NUMBER:	50080012
SITE ADDRESS:	

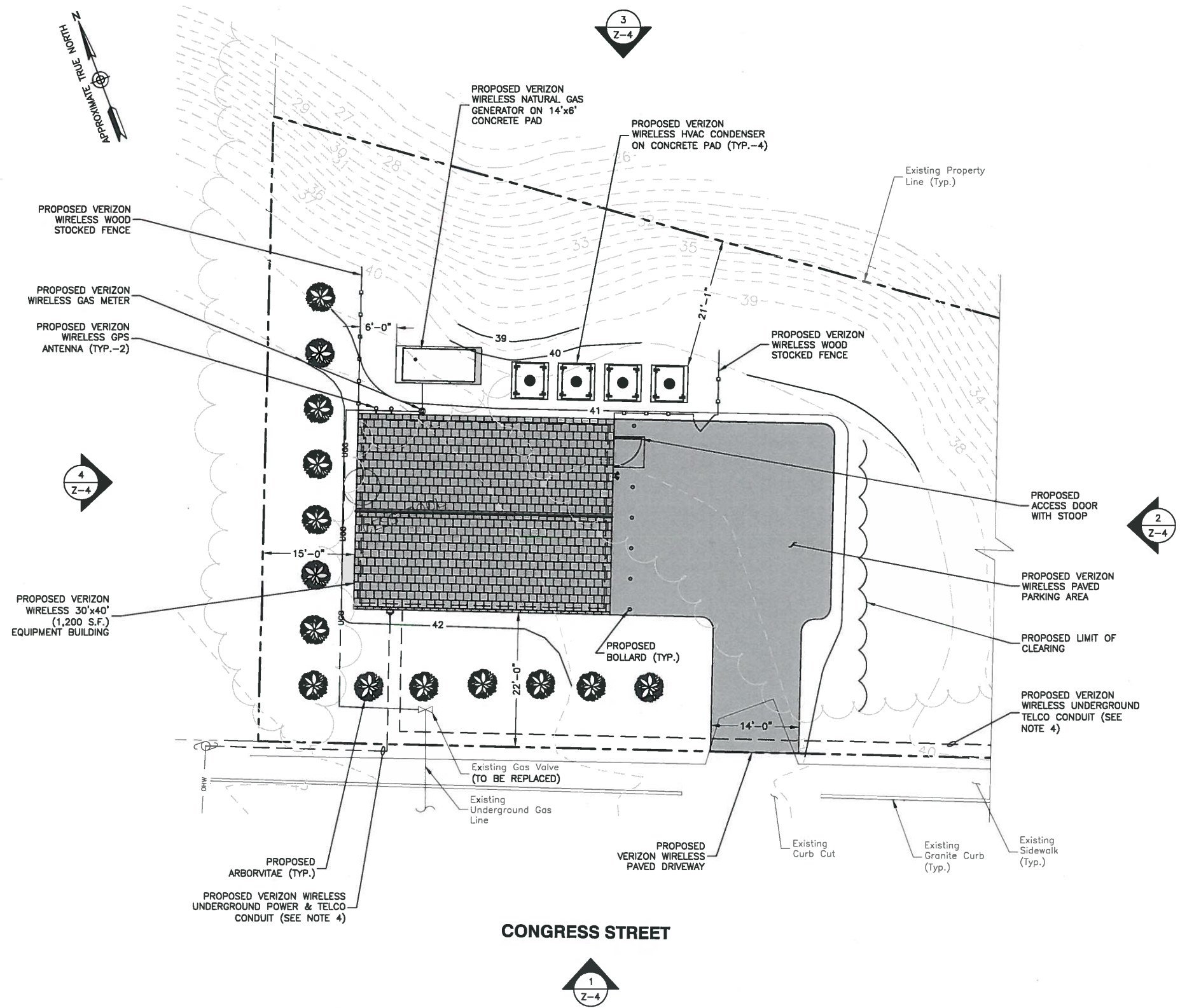
1531 CONGRESS ST.  
PORTLAND, ME 04102

SHEET TITLE

DETAILED SITE PLAN

SHEET NUMBER

Z-3



DETAILED SITE PLAN  
SCALE: 1"=20' FOR 11"x17"  
1"=10' FOR 22"x34"  
0' 10' 20'

- NOTES:
- SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
  - NORTH ARROW SHOWN AS APPROXIMATE.
  - PLANS ARE FOR ZONING PURPOSES ONLY AND NOT INTENDED FOR CONSTRUCTION.
  - UTILITY SERVICE & ROUTING PENDING A FINAL DESIGN.





VERIZON WIRELESS  
118 FLANDERS ROAD  
WESTBOROUGH, MA 01581-3956

## PORTLAND ME HEAD END

### ZONING DRAWINGS

O	09/28/16	FOR SUBMITTAL
A	09/12/16	FOR COMMENT



Dewberry Engineers Inc.  
280 SUMMER STREET  
10TH FLOOR  
BOSTON, MA 02210  
PHONE: 617.695.3400  
FAX: 617.695.3310



DRAWN BY:	JG
REVIEWED BY:	MFT
CHECKED BY:	BBR
PROJECT NUMBER:	50002925
JOB NUMBER:	50080012
SITE ADDRESS:	

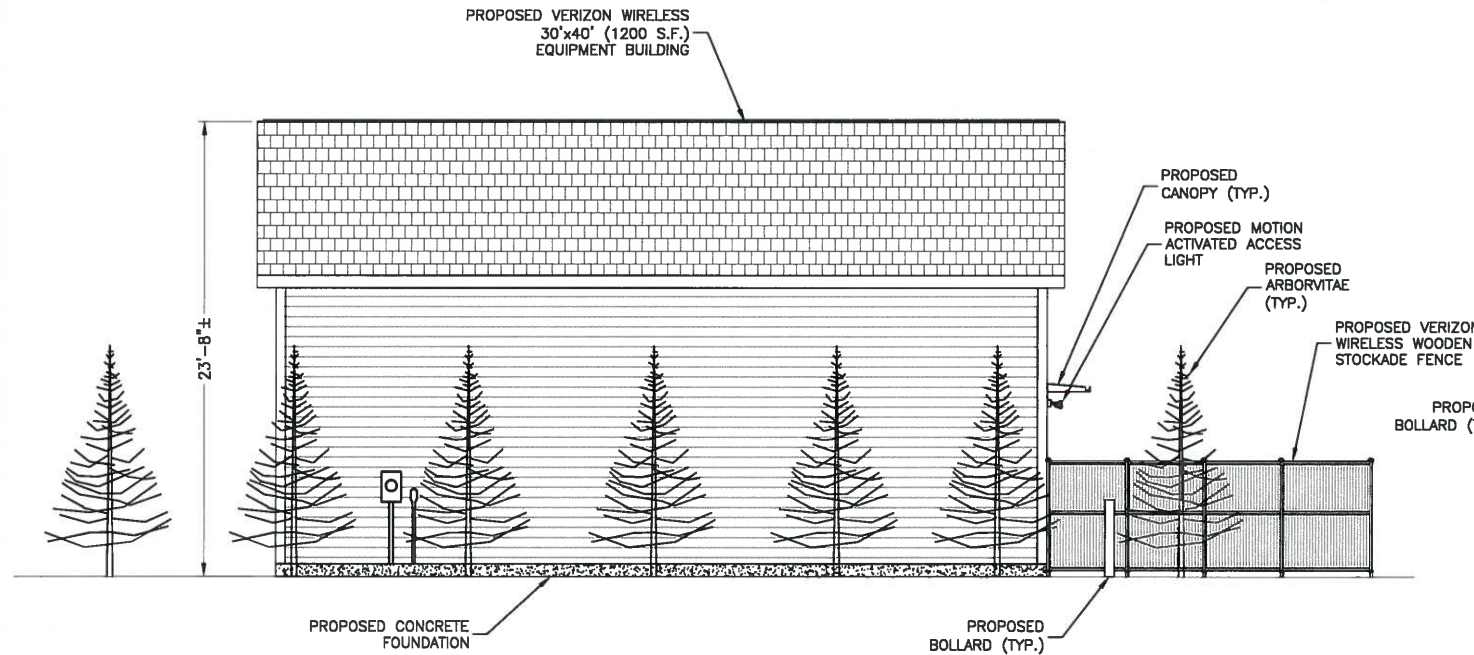
1531 CONGRESS ST.  
PORTLAND, ME 04102

SHEET TITLE

ELEVATIONS

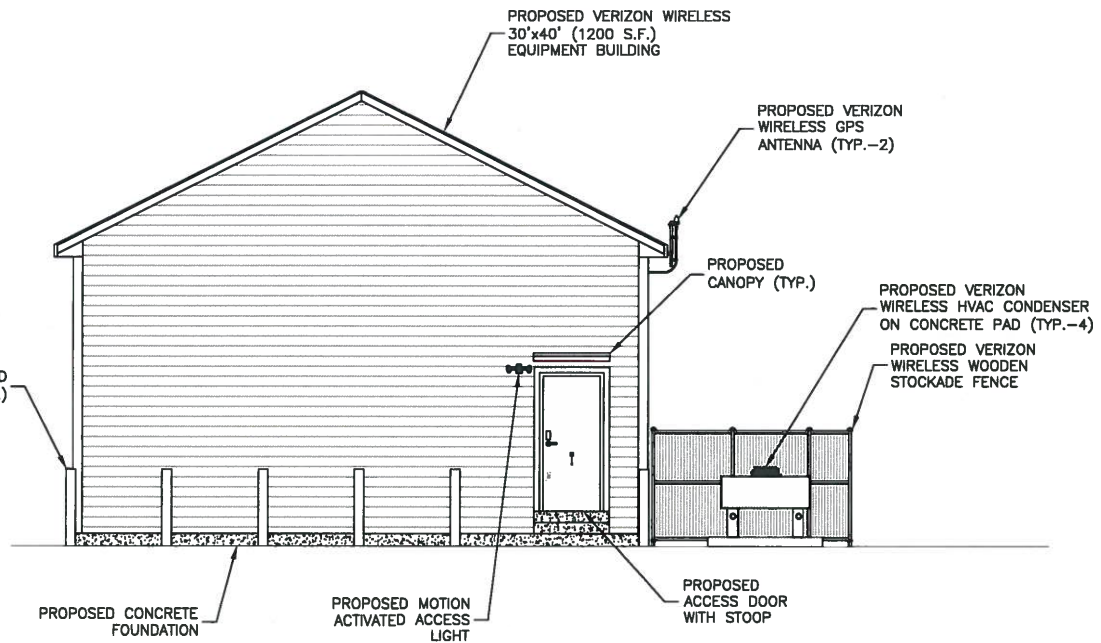
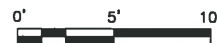
SHEET NUMBER

Z-4



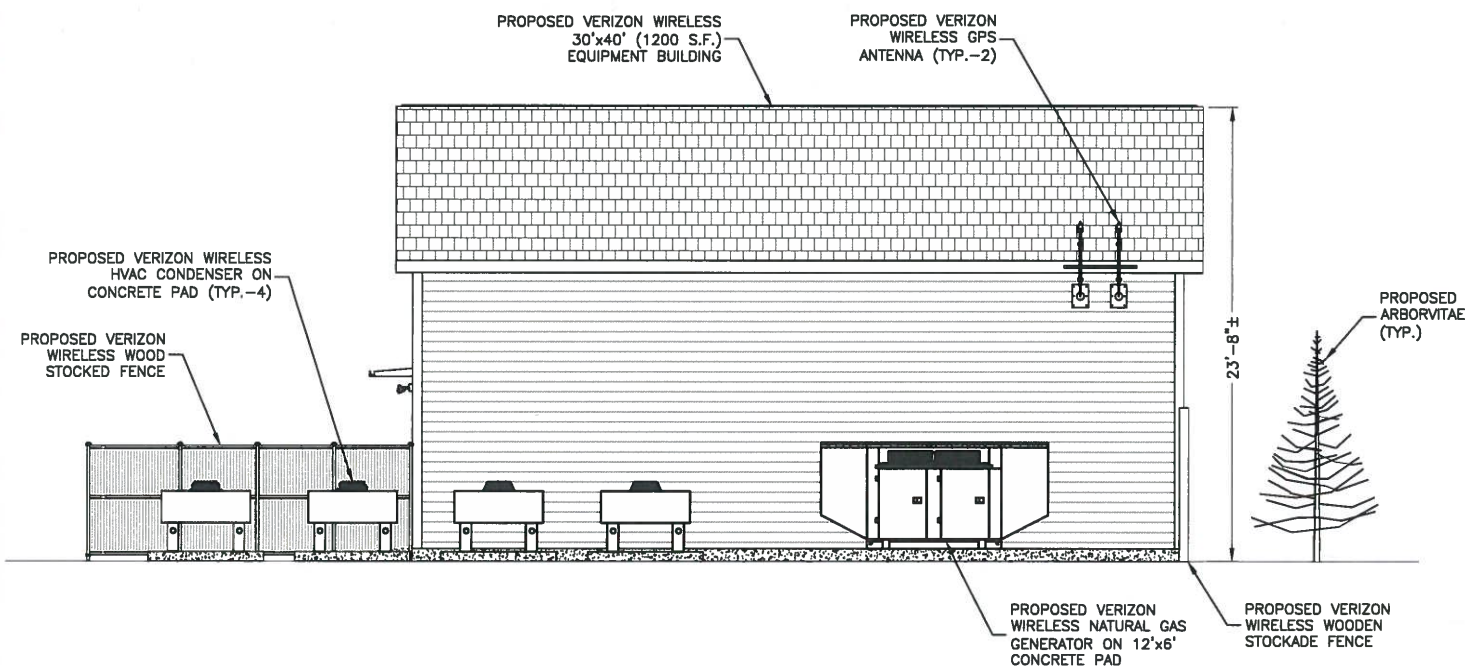
### SOUTH ELEVATION

SCALE: 1"=10' FOR 11"x17"  
1"=5' FOR 22"x34"



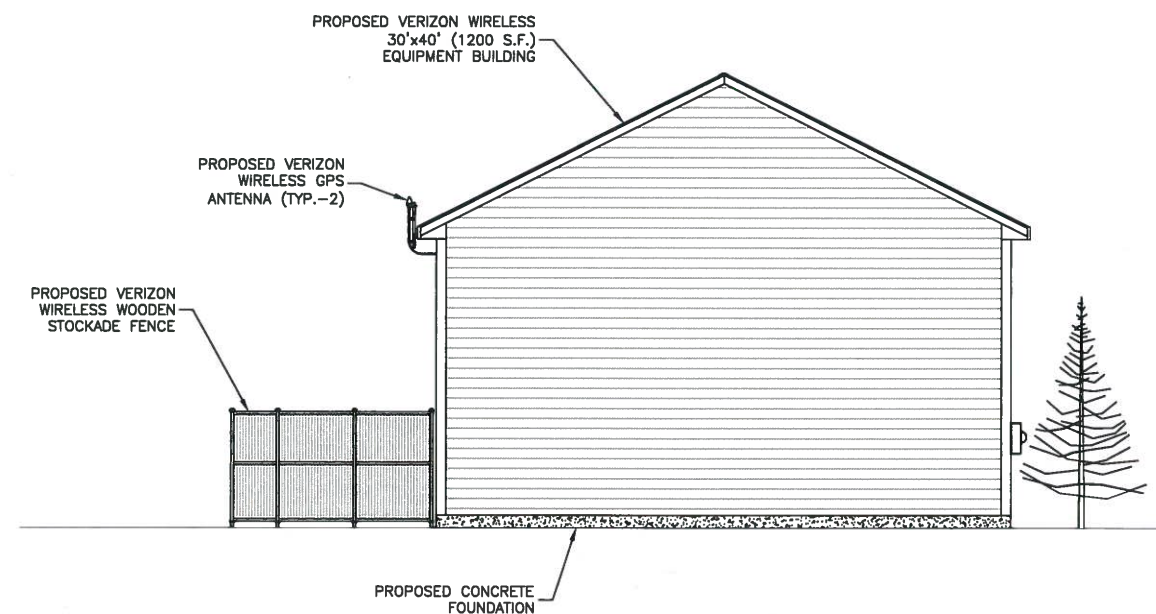
### EAST ELEVATION

SCALE: 1"=10' FOR 11"x17"  
1"=5' FOR 22"x34"



### NORTH ELEVATION

SCALE: 1"=10' FOR 11"x17"  
1"=5' FOR 22"x34"



### WEST ELEVATION

SCALE: 1"=10' FOR 11"x17"  
1"=5' FOR 22"x34"



## EXHIBIT 3





## EXHIBIT 4



CONTRACT FOR SALE OF REAL PROPERTY

This Agreement being made this 21 ^{Sept} of July, 2016, between KENNICK, LLC, a Maine limited liability company ("Seller"), with a mailing address of P.O. Box 10988, Portland, Maine 04104 and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership d/b/a Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Purchaser").

1. Contract for Sale: Seller agrees to sell and Purchaser agrees to buy a certain lot or parcel of land, with any improvements thereon, located at 1531 Congress Street, in Portland, Cumberland County, State of Maine and more particularly described in a deed recorded in the Cumberland County Registry of Deeds in Book 26325, Page 086, consisting of approximately 19,864 square feet of land, together with all rights, easements and appurtenances benefitting and belonging thereto (the "Premises").

2. Purchase Price and Deposit: The total purchase price for the Premises (the "Purchase Price") shall be [REDACTED], subject to proration of taxes and other charges as hereinafter stated, to be paid as follows:

(i) [REDACTED] (the "Deposit") shall be delivered in escrow to Purchaser's title insurance company, Atlantic Coast Title Company, LLC, within five (5) business days after expiration of the Due Diligence Period referred to in Section 12 below; and

(ii) The balance of the Purchase Price shall be paid to Seller at closing by certified check, cashier's check or federal wire transfer, and the Deposit shall be released to Seller from escrow at the time of closing, as provided hereinafter.

3. Title Conveyed: Seller shall convey to Purchaser good clear marketable title in fee simple, insurable at regular rates of title insurance, and free and clear of all tenancies, mortgages, liens, and free and clear of all encroachments and encumbrances, including restrictions and easements of record, that would prevent Purchaser's use of the premises as a communications facility (all or any of which shall be known as a "defect" or "defects"). Purchaser may, in its sole discretion, waive any such defect. Purchaser shall pay the cost of title insurance, including the cost of title examination. If the title to all or part of the Premises is defective or unmarketable, or if any part of the Premises is subject to one or more defects, Seller shall have a reasonable time, not to exceed 30 days after written notice thereof, within which to remedy any such defect by obtaining its cure or discharge of record or by providing a title insurance commitment issued by nationally recognized title insurer licensed to do business in Maine to insure Purchaser's title to the Premises at regular rates, either (i) without exception for such defects, or (ii) providing for affirmative coverage reasonably acceptable to Purchaser. It is understood that this Agreement and the obligations of Purchaser hereunder shall be conditioned upon Seller's removing or providing insurance over all defects as set forth in the Section. If Seller fails to remove or provide insurance over said defects within the period provided herein, Purchaser may (a) elect to close notwithstanding any such matter, or (b) terminate this Agreement in which case the Deposit shall be returned to Seller; provided, however, that Seller shall be obligated to remove any mortgages and

other liens encumbering the Premises at closing, and the Purchase Price may be used for such purpose.

4. Deed and Closing: Closing shall take place in the offices of the Purchaser's counsel on a mutually convenient date within thirty (30) business days after satisfaction or expiration of the Zoning Contingency set forth in Section 10 below. The purchase and sale contemplated herein shall be closed by Purchaser paying to Seller the amount set forth in Section 2, and by Seller executing and delivering to Purchaser a quitclaim with covenant deed conveying title to the Premises in the manner required by Section 3. Seller agrees that the description in the deed to be delivered at closing shall, at the option of Purchaser, utilize a description determined by Purchaser's survey of the Premises. The date of such payment and delivery shall be referred to herein as "the Closing Date". At the time of closing, the Seller shall also provide (1) an owner's affidavit regarding parties in possession and indemnities regarding mechanics' liens sufficient for Purchaser's title insurance company to delete exceptions for such matters from Purchaser's title insurance policy, (2) such evidence of Seller's existence and authority as Purchaser or its title insurance company shall reasonably request, (3) a withholding exemption certificate pursuant to §1445 of the Internal Revenue Code of 1954, as amended, (4) an underground tank notice pursuant to 38 M.R.S. A. § 563(6), and (5) and such other documents as are customarily and reasonably required in order to convey and record title to the Premises.

5. Possession of the Premises: Full possession of the Premises free of all tenants shall be delivered to Purchaser on the Closing Date, with any improvements on the Premises to be in the same condition as they are now, reasonable use and wear excepted.

6. Environmental: Except as specifically set forth below, Seller warrants that during the period of Seller's ownership of the Premises, Seller and its officers, agents or contractors have not used the Premises (and shall not use the Premises) for the storage, generation, discharge or disposal of any hazardous waste, substance or material or other toxic chemical pollutant (including without limitation underground petroleum storage tanks) or otherwise in violation of environmental laws, regulations, guidelines, standards, or policies. Seller further warrants that, to the best of Seller's knowledge, the Premises were not used for any such purposes prior to the time Seller acquired title to the Premises or by any other person other than Seller since Seller acquired the Premises. Notwithstanding the foregoing, Purchaser acknowledges that Seller has disclosed to Purchaser (i) the ordinary course storage and use on the Premises of de minimus quantities of consumer cleaning products, heating fuel, and vehicle or equipment fuel, all in compliance with applicable law, and none of which required hazardous waste storage, generation, discharge or disposal permits, and (ii) Seller's demolition and disposal of the former residential structure upon the Premises (including disposal of limited amounts of asbestos-containing building materials), in accordance with applicable permits and in compliance with applicable law. Purchaser's discovery of the use of the Premises for any of such purposes other than as described above, or the continuing presence of any hazardous or toxic materials, substances or wastes upon or under the Premises, shall constitute a title defect, rendering the title unmarketable under the provisions hereinabove. Seller shall defend, indemnify and hold harmless Purchaser, its employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including without limitation, attorney and consultant fees, investigation, cleanup and removal costs, arising out of any breach of the foregoing representations and warranties.



7. Prorations: All rents, real estate and personal property taxes and assessments, sewer and water charges, charges for fuel, service and supply contracts, utilities and the like shall be prorated as of the day of closing. Each party shall pay its share of transfer taxes as provided by law. Assessments, either general or special, for improvements made prior to closing, whether matured or unmatured, shall be paid by Seller. Seller represents and warrants that it has no notice or knowledge of any special assessments having been made or levied against the Premises and to Seller's knowledge there are no public improvements which have been planned, commenced or completed which would result in a special assessment against the Premises. Seller further represents and warrants that Premises is not under any classification for tax purposes resulting in the payment of penalties, charges or other amounts upon the change of use or development thereof. Any inaccuracy in the foregoing representations and warranties shall be deemed a title defect rendering the title unmarketable as aforesaid.

8. Right of Assignment: Purchaser may assign its rights, duties and obligations under this Agreement to Purchaser's principal or subsidiaries, affiliates or subsidiaries of its principal or to any entity which acquires all or substantially all of Purchaser's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Said assignment shall be effective upon notice to Seller in the manner provided below. Any other assignment shall require the written consent of Seller, such consent not to be unreasonably withheld.

9. Subdivision Status: Seller represents and warrants to Purchaser that the conveyance of the Premises to Purchaser shall not constitute a subdivision and will not require subdivision approval by the City of Portland.

10. Zoning Contingency: This Agreement is expressly made contingent upon the Purchaser obtaining all governmental variances, zoning changes, permits and approvals needed to permit the Purchaser's use of the premises as a communications facility ("Approvals"). The term "Approvals" shall include all easements, agreements and other prerequisites which shall be necessary to extend utilities to the Premises. The Seller hereby authorizes Purchaser, in the Seller's name if necessary, and at the Purchaser's expense to apply for and secure from any governmental authority or private party such Approvals as the Purchaser desires. Seller shall reasonably cooperate with Purchaser to assist in obtaining the Approvals, including executing documents reasonably necessary to petition the appropriate public body for zoning relief required for Purchaser's intended purposes. All such activities are to be at the expense of Purchaser. Purchaser shall not be deemed to have "obtained" the Approvals unless (i) all Approvals are final and non-appealable, and not subject to any appeal, and (ii) the Approvals do not contain conditions or requirements unacceptable to Purchaser in its sole discretion. Purchaser shall notify Seller in writing when the Approvals have been obtained. In the event the Approvals have not been obtained on or before the date which is 120 days after the date of execution of this Agreement, or if Purchaser prior to that date determines that the Approvals cannot be obtained in a timely manner, then Purchaser shall have the right to terminate this Agreement by written notice to Seller. If Purchaser timely exercises its right to terminate for any condition contained in this Section, this Agreement shall terminate, the Deposit shall be returned to Purchaser, and neither party shall have any further obligations hereunder except for any obligations expressly designated hereunder to

survive the termination of this Agreement. If Purchaser shall have commenced seeking all necessary Approvals promptly following execution of this Agreement and is diligently pursuing any Approval at the expiration of the aforesaid 120 day period, Purchaser may by notice to the Seller extend such period for a reasonable period of time (not to exceed 60 days) in order that the Purchaser may receive a final decision thereon and/or to file for and obtain any Approvals not yet obtained during the 120 day period due to the requirement initially to obtain a conditional use permit (and notwithstanding such extension Purchaser shall continue to have all of its rights set forth in this Section). For purposes of the preceding sentence Purchaser shall be deemed to have commenced seeking all necessary Approvals promptly following execution of the Agreement if it shall have ordered engineering drawings promptly following execution of the Agreement and shall have filed its application for a conditional use permit within 75 days after execution of the Agreement. Purchaser agrees to make good faith efforts to obtain the Approvals, but in no event shall Purchaser be required to appeal any denial or other negative determination with respect to any Approval.

11. Condemnation, Damage or Destruction: Until the delivery of the deed from Seller to Purchaser, the risk of loss or damage to the Premises by fire or condemnation shall be on Seller. If all or any part of the Premises are condemned, damaged or destroyed prior to the Closing Date, Purchaser shall have the option of terminating this Agreement. In the event of such termination, the Deposit shall be returned to Purchaser.

12. Entry for Inspection; Due Diligence Period: Purchaser is authorized at its expense to enter the Premises and make such inspection, surveys, sub-surface boring tests, environmental assessments, appraisals and other activities of a similar nature as Purchaser shall deem appropriate, so long as Purchaser shall not unreasonably interfere with Seller's use of the Premises. Purchaser will repair any damage caused by these operations and shall defend, indemnify and hold harmless Seller from any loss, claim or expense (including without limitation reasonable attorneys' fees) in connection with any personal injury or property damage arising from Purchaser's entry or due diligence operations, and in connection with any mechanics lien claims against the Premises arising from such entry or activities. Purchaser shall have a period of 90 days from the date of this Agreement within which to terminate the Agreement by written notice to Seller if Purchaser is not satisfied in its sole discretion with the results of any such inspections, surveys, tests, assessments, appraisals, etc. If Purchaser exercises such contingency, Purchaser shall transfer to Seller copies of, and the non-exclusive right to use for Seller's purposes, all such inspections, surveys, tests, assessments, appraisals, etc. produced by or for Purchaser relative to the condition of the Premises.

13. Default: If Purchaser fails to consummate this transaction for any reason constituting a default on the part of the Purchaser, Seller may, as its sole remedy, retain the Deposit as liquidated damages, and this Agreement shall be canceled except for such provisions expressly intended to survive. If Seller fails to consummate this transaction for any reason constituting a default on the part of Seller, Purchaser may, as its sole choice of remedies, either (i) terminate this Agreement and receive the return of the Deposit as liquidated damages, in which case this Agreement shall be cancelled except for such provisions expressly intended to survive, or (ii) seek specific performance. The parties agree that actual damages are impossible to determine and agree, after negotiation, that the foregoing liquidated damages are the parties' best estimate of actual damages that would be incurred.



14. Brokers: Each party represents and warrants that there are no real estate brokers involved in this transaction. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim.

15. Successors and Assigns: The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Seller and Purchaser.

16. Governing Law: This Contract for Sale of Real Property and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine.

17. Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Seller: Kennick LLC  
P.O. Box 10988  
Portland, Maine 04104

With a copy to: Richard N. Bryant, Esq.  
Van Meer & Belanger, PA  
215 Commercial Street, 4th Floor  
Portland, Maine 04101

Purchaser: Portland Cellular Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

With a copy to: Raymond A. Pelletier, Esq.  
Verrill Dana, LLP  
One Portland Square, 9th Floor  
P.O. Box 586  
Portland, Maine 04112-0586

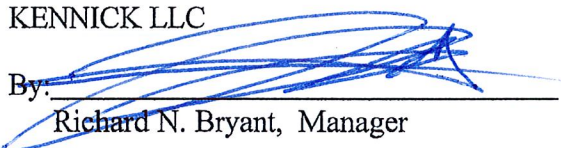
Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. Miscellaneous: The submission of this Agreement for examination is intended for negotiation and discussion purposes only, and this Agreement shall become effective only upon the execution and delivery by Seller and Purchaser. This document and the exhibits attached hereto constitute the entire agreement of the parties and no oral or implied agreements or representations will be binding upon the parties hereto. The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement and shall not be limited by any liquidated damages cap. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

**SELLER:**

KENNICK LLC

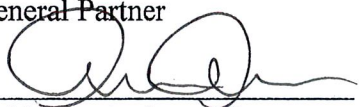
By: 

Richard N. Bryant, Manager

**PURCHASER:**

PORTLAND CELLULAR PARTNERSHIP,  
d/b/a VERIZON WIRELESS

By Celco Partnership  
Its General Partner

By:  9/21/16

Print Name: Andrew Allen

Its: Director Network Field Engineering



## **EXHIBIT A**

### **(Description of Property)**

That certain parcel of land approximately 19,864 square feet in size, situated at 1531 Congress Street, Portland, Maine, identified as tax parcel 196-E-1 and depicted on Exhibit LE-1 attached hereto. For source of title see Deed dated September 2, 2008, recorded in the Cumberland County Registry of Deeds in Book 26325, Page 86.

**EXHIBIT LE-1**

(Depiction of Premises)





## EXHIBIT 5



Looking Northwest from same local. Proposal is to use existing curb cut for access with building and main parking to left.



Looking east down Congress. Note pole line on opposite side but room to place second pole on eastern edge for dual telco paths.





Looking West from parcel at proposed Head End location.

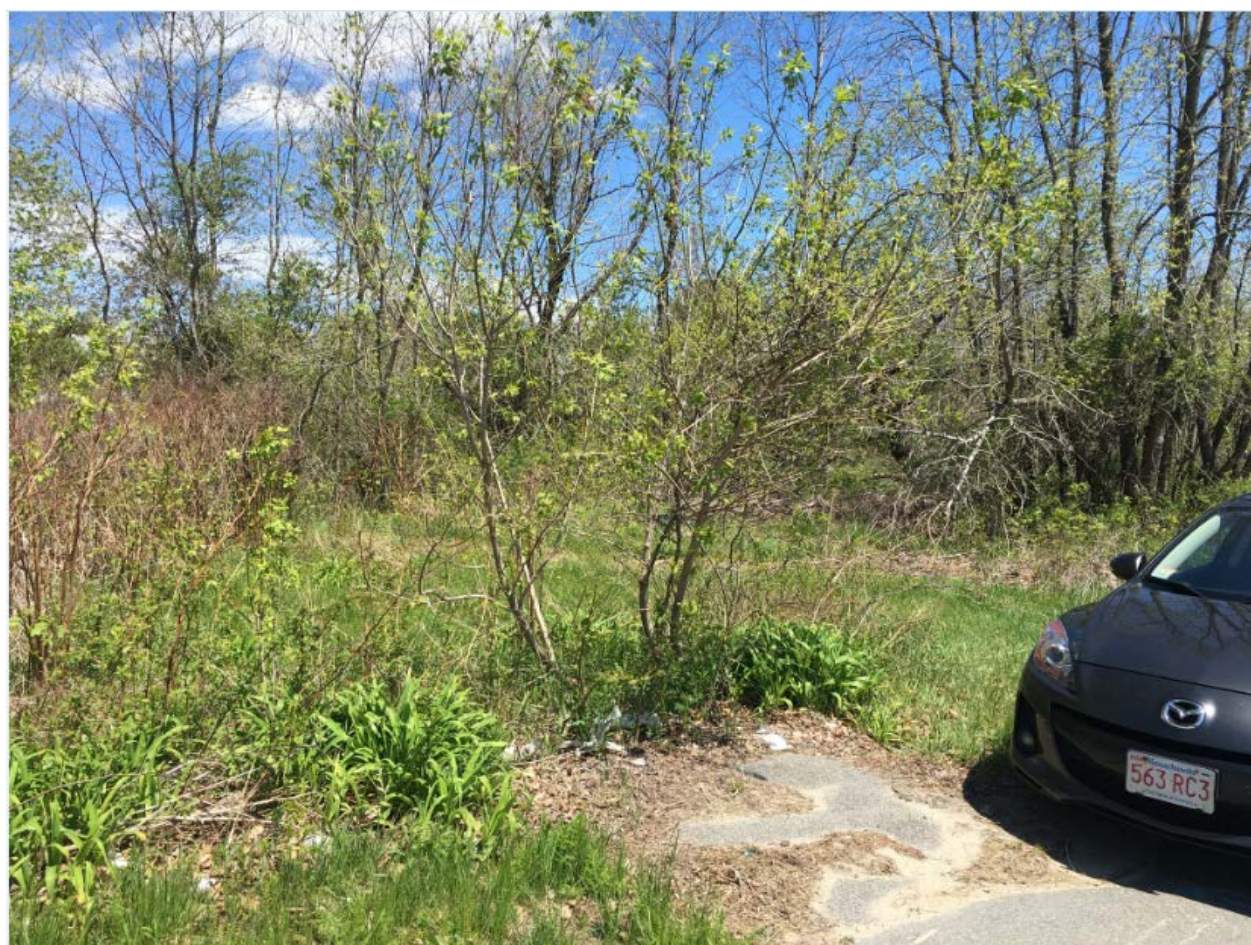




Looking at same from curb cut.

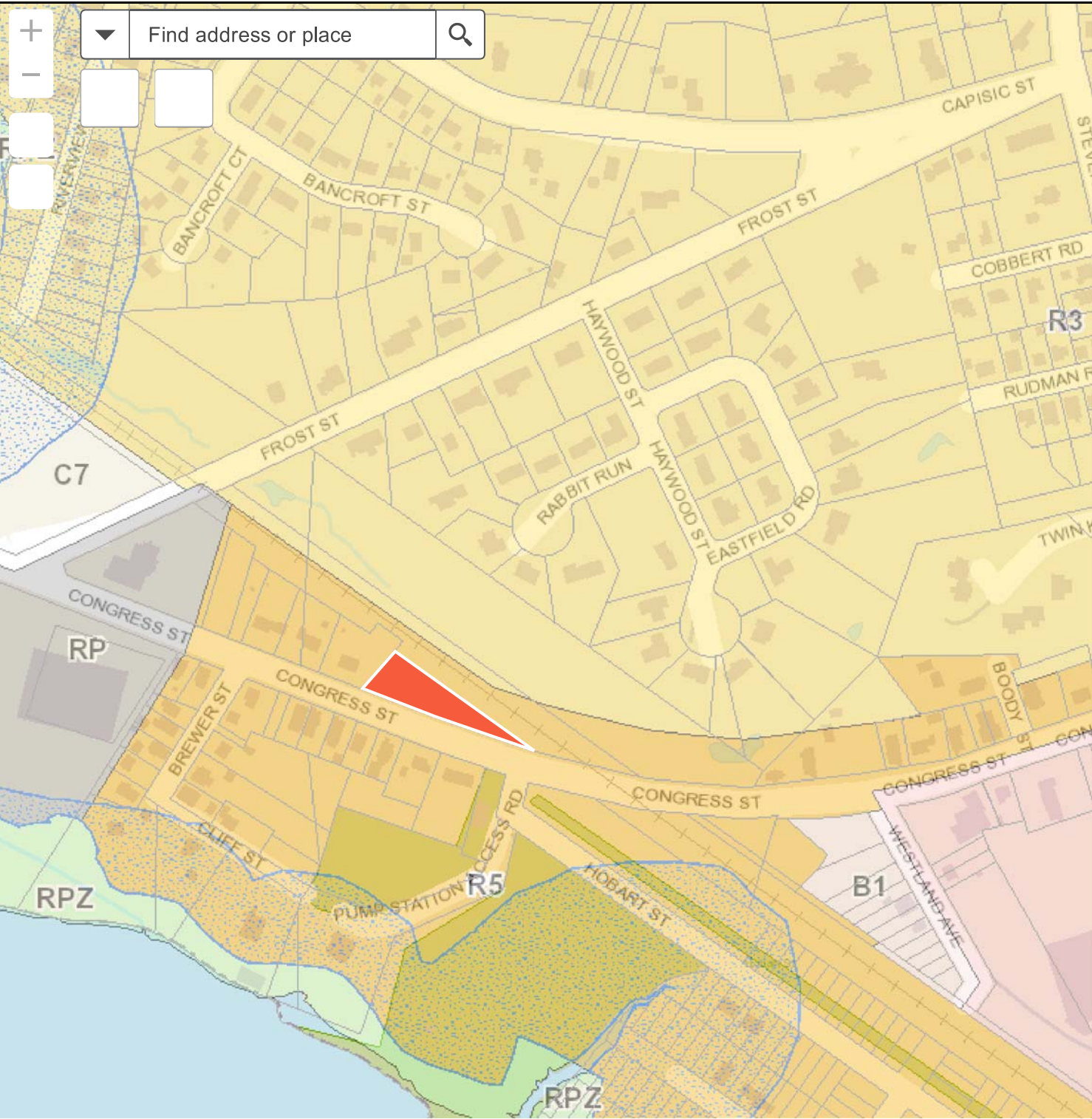


Approximate reverse view.





1531 Congress St - CBL 196-E-001 - Conditional Use Appeal







October 12, 2016

City of Portland Zoning Board of Appeals  
389 Congress St., Room 315  
Portland, ME 04101

Dear Sir/Madam,

On behalf of Portland Cellular Partnership d/b/a Verizon Wireless, I hereby authorize Scott D. Anderson to act as the authorized agent for Verizon Wireless with respect to local permit applications filed with the City of Portland, Maine.

Please do not hesitate to contact me with any questions.

A handwritten signature in black ink, appearing to read "Andy Candiello", written over a horizontal line.

Andy Candiello  
Engineer III, Network Real Estate  
New England East Network

## **Exhibit 1**

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# **Application Form & Cover Letter/Narrative**





April 5, 2017

Chairperson, Zoning Board of Appeals  
City of Portland  
389 Congress Street  
Portland, ME 04101

**Northeast Air Hangar Replacement – Practical Difficulty Variance Application  
Portland Jetport**

Dear Members of the Board:

On behalf of Northeast Air, we have prepared this Practical Difficulty Variance Application in support of an aircraft hangar replacement project at the Portland International Jetport fronting Westbrook Street. The antiquated hangar is privately owned and upon ground lease by Northeast Air (NEA) from the City of Portland and is in need of modernization to meet the current aircraft storage and operational needs. The hangar replacement requires a taller and rectangular shape to accommodate modern aircraft. Since a portion of the existing building is located within the Westbrook Street front yard setback, a Practical Difficulty Variance is needed from the Portland Zoning Board of Appeals to accommodate the dimensional changes.

**Project Introduction and Background:**

Northeast Air (NEA) is a long standing Fixed Based Operator (FBO) at the Portland International Airport in operation since 1969. As a FBO, NEA provides vital services to the operations of both commercial and private airport clients to include aircraft maintenance, apron and hangar management, aircraft re-fueling and de-icing, charter services and aircraft management. All commercial airports have one or more FBO's to provide the needed airport services for its general aviation and commercial aviation carriers.

The Portland International Jetport through its FAA approved masterplan and it's federal grant assurances, provides ground leases to airport operators to provide the aviation ground support services necessary for successful airport operations. NEA is a significant provider of airport services at the Jetport and recently made appreciable investments to its terminal building next to the General Aviation (GA) ramp. As part of NEA's long-term tenancy and investment at the Jetport, they have made a commitment through ground leases to manage and replace an existing antiquated hangar along Westbrook Street next to the GA apron and runaway 18-36.

The hangar replacement project is located in an older section of the airport and that includes a row of aircraft hangars constructed in the early 1970's that have exceeded their useful design life with the exception of the former "Neptune Properties" hangar which was constructed in the mid 2000's. As a

condition of the Portland Jetport's ground lease to NEA, hangar improvements are required to continue servicing the modern general aviation market sector at the airport.

As shown on the attached site plan and survey, the existing hangar is partially located within the Westbrook Street front yard setback. Given the age of the hangar (early 1970's) together with the reconstruction/re-alignment of Westbrook Street in the 1990's, the existing hangar became an allowed non-conforming building within the front yard setback of Westbrook Street. The modernization of the hangar will necessitate a taller and rectangular shaped building along the same building front line that exists today requiring a Practicable Difficulty Variance.

**Project Site:** The project site is currently developed as aircraft hangar space adjacent to the GA apron that is under lease by Northeast Air (NEA) from the City of Portland. The hangar is located within the City of Portland's Airport Business Zone.

1. The City Chart, Block and Lot number is 199 A000012.
2. Property Owner: City of Portland with sublease to the Northeast Air.
3. Physical Address: 1071 Westbrook Street
4. Current and Proposed Use: Aircraft Hangar
5. Zoning: Airport Business (Section Sec. 14-199. Dimensional requirements).
6. Existing Hangar: 9,912 square feet by 25 feet tall at the peak and 21 feet at the eave.

**Development Program:** The project will include the following:

1. Removal of the "North Hangar building."
2. Construction of a new 120 foot by 80 foot (9,600 square feet) pre-engineered metal building to accommodate jet and commercial aircraft hangar space. The new hangar requires a uniform height of 38'-4" (top of roof) along Westbrook Street with a mono-slope roof increasing to a height of 40 feet at the hangar door on the airfield side of the hangar.
3. Limited site improvements on the public side and aircraft side hangar. The site work is generally expected to be limited to land area necessary for utility improvements, building construction, driveways and pedestrian access.

**Practical Difficulty Need and Standard:**

Project Need:

The project will include the replacement of an antiquated hangar located on leased property from the City of Portland and located along Westbrook at the Portland International Jetport under lease to NEA. Since the existing hangar is located partially within the front yard setback of Westbrook Street and is a legal non-conforming structure, the replacement project will require a Practicable Difficulty Variance to grant a variance from the dimensional standards of the Portland Land Use Code as follows:

1. Increase in building height within the front yard setback of Westbrook Street over what currently exists today. The existing building has a gabled roof at the front with a peak height of 25 feet and eave height of 21 feet along Westbrook Street. The new hangar requires a uniform height of 38'-4" (top of roof) along Westbrook Street with a mono-slope roof increasing to a height of 40 feet at the hangar door on the airfield side of the hangar. The allowable maximum height in the A-B zone is 45 feet within 100 feet of Westbrook Street. While the increase in height is compliant with the zoning, a portion of the building to be replaced is within the



Westbrook Street front yard setback and will need to be increased in height over what exists today to meet the operational requirements.

2. Extend the existing width of the legal non-conforming structure along the Westbrook Street frontage from 100 feet to 120 feet within the setback. As shown on the site plan this is a relatively small area of expansion in the front setback and necessary to create a uniform building shape. The overall building size will be smaller than what currently exists but will be a more efficient shape for a jet aircraft hangar.

In support of this application we offer the following information demonstrating consistency and compliance with the Practical Difficulty standards set forth in section 14-473 (b)1(a-f) of Chapter 14 of the Portland Land Use Code.

**Practical difficulty variance criteria:**

1. The need for a variance is from dimensional standards of the Land Use Zoning Ordinance (lot area, lot coverage, and frontage or setback requirements).

Response: The variance required is to allow for accommodations to the dimensional standard for height and front setback as defined in the Airport Business Zone (Section Sec. 14-199. Dimensional requirements) as follows:

- a. Increase in building height within the front yard setback of Westbrook Street over what currently exists today. The existing building has a gabled roof at the front with a peak height of 25 feet and eave height of 21 feet along Westbrook Street. The new hangar requires a uniform height of 38'-4" (top of roof) along Westbrook Street with a mono-slope roof increasing to a height of 40 feet at the hangar door on the airfield side of the hangar. The allowable maximum height in the A-B zone is 45 feet within 100 feet of Westbrook Street. While the increase in height is compliant with the zoning, a small portion of the building to be replaced within the Westbrook Street front yard setback will need to be increased in height over what exists today to meet the operational requirements for jet aircraft storage.
  - b. Extend the existing width of the legal non-conforming structure along the Westbrook Street Frontage from 100 feet to 120 feet within the front yard setback. As shown on the site plan this is a relatively small area of expansion in the front setback and necessary to create a uniform building shape. The overall building size will be smaller than what currently exists but will be a more efficient shape for a jet aircraft hangar.
2. *Strict application of the provisions of the ordinance would create a Practical Difficulty, meaning it would both (1) preclude a use of the property which is permitted in the zone in which it is located, and also (2) would result in significant economic injury to the applicant. ("Significant Economic Injury" means the value of the property, if the variance was denied, would be substantially lower than its value if the variance were granted). To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.*

Response: An aircraft hangar must be of dimensional uniformity and height to accommodate the unique configuration of a variety of aircraft sizes. As shown on the enclosed exhibits, the aircrafts to be stored in the hangar include a variety of jet aircraft with varying wing spans and tail heights. As a result of these specialized requirements, a variance is necessary to accommodate the dimensional characteristics of the aircraft to include increased height and width along the current building line to provide for a uniform geometric shape.

When the original hangar was constructed in the 1970's, the aviation industry focused on relatively small single engine and turbo aircraft that fit within the original hangar dimensions. As the aviation industry has evolved and the Jetport developed into a large commercial carrier including the age of regional and private jets. This evolution has demanded space for larger jet aircraft. NEA customers are now in need of both apron and hangar space to accommodate jet aircraft such as Falcon 900, Cesena Citation XL, Regional jets such as the CRJ's, Gulf Stream 200 series and Citation 10. This requirement together with the structural building components and apron side access door combine to require a minimum inside clear height of 33'-4" feet to accommodate the aircraft tail height and provide for safe clearance between the internal structure and aircraft. Enclosed with this submittal are building cross-sections with the design aircraft positioned in the building to demonstrate the height requirements.

For the Jetport's general aviation sector to remain competitive in the market place, the FBO must be able to provide the physical space to accommodate the market driven aircraft. Operationally, hangars provide for efficient and effective storage especially during winter conditions to maintain a climate controlled space. This is important since equipment and goods in aircraft are often temperature sensitive. In addition, cold and moisture present icing and snow accumulations concerns, Storage in hangars ensure the aircraft are not subject to these conditions improving safety and prepared readiness for departures. Customers who own or operate this multi-million aircraft demand protection of this investment through hangar space.

Without the increased height and geometric modifications to the hangar as proposed the investment in the hangar is not justified since NEA would not be able to accommodate the jet aircraft. Please refer to the letter provided by Northeast Air documenting the economic impacts.

3. *The need for a variance is due to the unique circumstances of the property, and not to the general conditions in the neighborhood.*

Response: By nature, airports have unique operational requirements. An aircraft hangar must be of dimensional uniformity and height to accommodate the unique configuration of a variety of aircraft sizes. As shown on the enclosed exhibits, those aircrafts to be stored in the hangar include a variety of jet aircraft with varying wing spans and tail heights. As a result of these specialized requirements, a variance is necessary to accommodate the dimensional characteristics of the aircraft.

4. *The granting of the variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use or fair market value of abutting properties.*



Response: The project use will be identical to the existing use and is located within an operating airport consistent with the area uses. The characteristics of the surrounding area (Hangar and Aircraft Apron) is compatible with the intended use and will not result in any changes to the character of the area. By virtue of the project including the replacement of an antiquated hangar with a new modern hangar, the value of the property will increase. The abutting and general area will also benefit as an operating airport with a new hangar that can accommodate modern jet aircraft increasing the economic value of the Jetport.

5. *The practical difficulty is not the result of action taken by the applicant or a prior owner.*

Response: The practical difficulty is due to the age of the building, changes in zoning, evolution of the airport/aviation industry and the City reconstructing Westbrook Street in the 1990's. Since the time of the original hangar construction (1970's), the FAA and airport classification has changed to meet modern aircraft and safety standards under FAA regulations.

In addition, the aviation industry has evolved with newer aircraft types, governing regulations and requirements. These factors combined with physical and dimensional changes over time and improvements to Westbrook Street have resulted in the need for this variance and are not the result of actions taken by the current or prior owners, but instead modernization of the aviation industry.

6. *No other feasible alternative is available to the applicant, except a variance;*

Response - Location of Hangar:

There are no practicable alternatives to relocate the hangar due to lack of land, development costs, FAA restrictions, operational complexities (need for airport escorts, taxiway/runway incursions), and logistics if separated from fuel, maintenance, operations/services. The Portland International Jetport is a developed operating commercial airport with designated use areas throughout the airport. These areas are incorporated into the Jetports approved Masterplan which includes designated areas for commercial aircraft, terminal space, aircraft gates, general aviation, cargo, runways, taxiways and operational areas. The airport's Masterplan also envisioned reconstruction of the hangars in this location to meet the special requirements for modern jet aircraft. The proposed hangar replacement is located at the East GA apron near the NEA facility where current general aviation activities occur. Hangar construction needs to occur adjacent to the general aviation ramp in the location that currently exists to minimize ground movement within the SIDA area and ATC controlled area.

In addition, the location of the hangar is also restricted by FAA mandated setbacks including a 400 foot object free area from the centerline of the adjacent runway (18), a 186 foot taxiway object free area, and most restrictively is the transitional surface that impacts the height of structures. In order to achieve the building height required for the jet aircraft the hangar must be located to meet the Part 77 obstructions to navigation requirements. For the design aircraft (Dessault Falcon 900B) the hangar door must have a minimum clear inside height of 27.5 feet which includes a safe clearance distances. As a result, the hangar was located to be compliant with the Part 77 requirements. Enclosed is the FAA 7460 approving the location of the hangar.

Response - Economic Injury:

Without the granting of the variance the investment in the hangar is not economically feasible due to the capital cost and lack of return on the investment. When the hangar was constructed in the 1970's, the aviation industry focused on relatively small single engine and turbo aircraft that fit within the original hangar dimensions. As the aviation industry has evolved and the Jetport developed into a large commercial carrier including the age of regional and private jets. This evolution has demanded space for larger jet aircraft. NEA customers are now in need of both apron and hangar space to accommodate jet aircraft such as Falcon 900, Cesena Citation XL, Regional jets such as the CRJ's, Gulf Stream 200 series and Citation 10.

For the Jetport's general aviation sector to remain competitive in the marketplace, the FBO must be able to provide the physical space to accommodate the market driven aircraft. Operationally, hangars provide for efficient and effective storage especially during winter conditions to maintain a climate controlled space. This is important since equipment and goods in aircraft are often temperature sensitive. In addition, cold and moisture present icing and snow accumulations concerns. Storage in hangars ensure the aircraft are not subject to these conditions improving safety and prepared readiness for departures. Customers who own or operate these multi-million dollar aircraft demand protection of their investment through hangar space.

Without the increased height and geometric modifications to the hangar as proposed the investment in the hangar is not justified since NEA would not be able to accommodate jet aircraft. The enlargement of the hangar will generate at least double the revenue through increased management and fuel revenue. If this revenue is not in-place, the investment of over a million dollars for the new hangar will create an economic hardship and will not yield the needed return on investment. Therefore, the project is not economically viable without the variance.

7. *The granting of a variance will not have an unreasonably adverse effect on the natural environment.*

The project area is currently developed as an operating airport and hangar. The new hangar will be located in the same area resulting in no change to the environment. The Jetport has an existing stormwater management plan and maintenance program that accommodate the current and proposed project. No changes in development coverage will result due to this project. As a result, the project will not change or have any unreasonable adverse impact to the environment.

6. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. § 435, nor within a shoreland zone or flood hazard zone, as defined in this article.

Response: The project site is not located in a flood hazard zone. Attached is the FEMA Flood Hazard Map.



**Closure:**

We look forward to presenting and working with the Appeals Board for this Practical Difficulty Variance. Please contact me if you have any questions or require further information.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in black ink, appearing to read "Owens A. McCullough". The signature is fluid and cursive, with the first name "Owens" being the most prominent.

Owens A. McCullough, P.E., LEED-AP  
Vice President, Engineering/Project Development  
OAM:oam/oam

Portland, Maine



Yes. Life's good here.

Jeff Levine, AICP, Director  
Planning & Urban Development Department

Ann Machado  
Zoning Administrator

**CITY OF PORTLAND ZONING BOARD OF APPEALS**  
**Practical Difficulty Variance Application**

**Applicant Information:** Mark Goodwin

NAME

Northeast Air

BUSINESS NAME

1011 Westbrook Street, Portland, ME

BUSINESS ADDRESS markg@northeastair.com

207-77-4-6318

BUSINESS TELEPHONE & EMAIL

Ground Lease

APPLICANT'S RIGHT/TITLE/INTEREST

Airport Business (AB)

CURRENT ZONING DESIGNATION

**Subject Property Information:**

PROPERTY ADDRESS

1071 Westbrook Street

CHART/BLOCK/LOT (CBL)

199 A001012

PROPERTY OWNER (If Different)

City of Portland, C/O Paul Bradbury, PE  
ADDRESS (If Different)

389 Congress Street, Portland, ME  
PHONE # AND E-MAIL phb@portlandmaine.gov

207-756-8029

PRACTICAL DIFFICULTY VARIANCE FROM  
SECTION 14-199(c)(1)

EXISTING USE OF THE PROPERTY: Jetport Aircraft Hangar

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

Enclosed is a preliminary site plan and survey showing the existing hangar and proposed.

*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 OF APPLICANT

3/23/17  
DATE



The following words have the meanings set forth below:

1. **Dimensional Standards**: Those provisions of the article which relate to lot area, lot coverage, frontage and setback requirements
2. **Practical Difficulty**: A case where strict application of the dimensional standards of the Ordinance to the property for which a variance is sought, would BOTH preclude a use of the property which is permitted in the zone in which it is located AND also result in significant economic injury to the applicant.
3. **Significant Economic Injury**: The value of the property, if the variance were denied, would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that the denial of the variance would mean the practical loss of all beneficial use of the land.

A Practical Difficulty Variance may not be used to grant relief from the provisions of Section 14-449 (Land Use Standards) to increase either volume or floor area, not to permit the location of a structure, including, but not limited to, single-component manufactured homes, to be situated on a lot in a way which is contrary to the provisions of this article.

Notwithstanding the provisions of subsections 14-473(c)(1) and (2) of this section, the Zoning Board of Appeals (ZBA) may grant a variance from the dimensional standards of this article when strict application of the provisions of the Ordinance would create a practical difficulty, as defined herein, and when all the following conditions are found to exist:

“Practical Difficulty” variance standards pursuant to Portland City Code §14-473(c)(3):

1. The need for the variance is from dimensional standards of the Land Use Zoning Ordinance (lot area, lot coverage, frontage, or setback requirements).

Satisfied _____ NOT Satisfied _____ (deny the appeal)

Reason and supporting facts:

See attached narrative.

2. Strict application of the provisions of the ordinance would create a ***Practical Difficulty***, meaning it would both (1) preclude a use of the property which is permitted in the zone in which it is located, and also (2) would result in significant economic injury to the applicant. (*“Significant Economic Injury” means the value of the property, if the variance was denied, would be substantially lower than its value if the variance were granted.*) To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

Satisfied _____ NOT Satisfied _____ (deny the appeal)

Reason and supporting facts:

See attached narrative.



3. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

Satisfied _____ Not Satisfied _____ (deny the appeal)

Reason and supporting facts:

See attached narrative.

4. The granting of the variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use, or fair market value, of abutting properties.

Satisfied _____ Not Satisfied _____ (deny the appeal)

Reason and supporting facts:

See attached narrative.

5. The practical difficulty is not the result of action taken by the applicant or a prior owner.

Satisfied _____ Not Satisfied _____ (deny the appeal)

Reason and supporting facts:

See attached narrative.

6. No other feasible alternative is available to the applicant, except the variance.

Satisfied _____ Not Satisfied _____ (deny the appeal)

Reason and supporting facts:

See attached narrative.

7. The granting of a variance will not have an unreasonably adverse effect on the natural environment.

Satisfied _____ Not Satisfied _____ (deny the appeal)

Reason and supporting facts:

The project area is currently developed as an operating airport and hangar. The new hangar will be located in the same area resulting in no change to the environment. The Jetport has an existing stormwater management plan and maintenance program that accommodate the current and proposed project. No changes in development coverage will result due to this project.

8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. §435, nor within a shoreland zone or flood hazard zone.

Satisfied _____ Not Satisfied _____ (deny the appeal)

Reason and supporting facts:

The project site is not located in a flood hazard zone. Attached is the FEMA Flood Hazard Map.



## **Exhibit 2**

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# **Letter from Northeast Air & Building Cost Estimate**



Chairman, Board of Appeals  
City of Portland  
389 Congress Street  
Portland, Maine 04102

Dear Mr. Jeff Levine, AICP, Director

As a lease holder at the airport for forty-eight years, we go through the process of renewing a lease with the airport authority from time to time. We recently renewed a parcel on the north section of our general aviation ramp. One of the requirement of the lease renewal is to invest in improvements to the existing structures.

Rather than invest the amount required within the lease, Northeast Air has elected to invest over twice that amount and replace one of the buildings that is most in need of repair.

The current building (we call the north hangar) was built in the mid-seventies and has out lived its useful life. In addition to its condition, the size and configuration is inadequate for the times and is underutilized.

We see an increasing demand for transient nightly hangar rental as well as request for permanent hangar space for clients who would like to be based in Portland. The existing building will only accommodate an aircraft tail dimension of roughly 16'x18', which limits us to about 10% of the total requests for hangar space.

The proposed size and configuration of the replacement hangar would give Northeast Air the ability to accommodate more of our customer base and see a return on our investment. It would be economically unfeasible it construct a hangar on the site that would to meet the current code.

**Northeast Air's economic position.**

The current building generates about \$3,822.00 gross revenue per month in hangar revenue and approximately \$446.00 in fuel sales. This translates to \$51,216.00 in annual gross revenue.

The proposed building would generates about \$6,886.00 gross revenue per month in hangar revenue and approximately \$7,753.00 in fuel sales. This translates to \$175,668 in annual gross revenue.

The difference over a twenty year period could be as much as 2,489,040 in today's dollar.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark Goodwin'.

Mark Goodwin, VP  
Northeast Air  
1011 Westbrook Street,  
Portland, Maine 04102



Project name	NEA 80x120 Hanger Portland ME
Estimator	JMJ
Labor rate table	Benchmark
Equipment rate table	Equipment
Job size	9600 sf
Duration	16
Bid date	6/3/2016
Report format	Sorted by 'Group phase/Phase' 'Phase' summary Allocate addons

Description	Quantity	Total	
		Amount	
GENERAL CONDITIONS			
1000.000			
1065.100	Surveys	2,500	
1100.100	Project Manager	14,700	
1102.100	Site Supervision	31,500	
1104.100	Field Foreman	1,680	
1250.100	Offices	1,200	
1260.100	Utilities	2,075	
1270.100	OSHA & Safety		
1300.100	Project Clean Up	3,550	
1350.100	Tools & Equipment	500	
1500.100	Arch/Eng Fees		
GENERAL CONDITIONS		57,705	
840.00 Labor hours			
1,560.00 Equipment hours			
SITEWORK/DEMOLITION			
2000.000			
2000.001	Demolition	48,000	
2110.210	Sitework Sub	170,000	
SITEWORK/DEMOLITION		218,000	
CONCRETE			
3000.000			
3100.990	Conc Subs- Forming	20,000	
3200.980	Rebar- Buy & Sub	28,188	
3300.990	Conc Subs- Flatwork	19,200	
3310.100	Concrete- Buy	41,000	
CONCRETE		108,388	
METALS			
5000.000			
5000.925	Structural Steel Buy	193,280	
5000.980	Structural Erection	48,000	
METALS		241,280	
WOOD & PLASTICS			
6000.000			
6090.700	Fasteners & Adhesives	2,400	
6116.140	Blocking- @ Steel	746	
WOOD & PLASTICS		3,146	
14.061 Labor hours			



Description	Quantity	Total
THERMAL & MOIST PROTECT		
8000.000 DOORS & WINDOWS		
8110.100 Doors & Hardware Budget		2,342
8360.100 Doors- Overhead		148,000
8510.100 Windows- Steel		
DOORS & WINDOWS		
150,342		
9000.000 FINISHES		
9250.980 Drywall Subcontract		
9500.980 Ceilings- Subcontract		
9600.000 Flooring LS		3,600
9910.200 Painting- Interior		
FINISHES		
3,600		
10000.000 SPECIALTIES		
10810.100 Toilet Access by LS		
15000.000 MECHANICAL		
15300.120 Sprinkler Systems		48,000
15500.110 HVAC		24,960
MECHANICAL		
72,960		
16000.000 ELECTRICAL		
16001.100 Electrical		38,400
ELECTRICAL		
38,400		

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	46,327		854.061 hrs			4.826 /sf	4.35%
Material	274,508					28.595 /sf	25.76%
Subcontract	649,510					67.657 /sf	60.95%
Equipment	3,475		##### hrs			0.362 /sf	0.33%
Other	973,820	973,820				101.440 /sf	91.38
							91.38%
General Liability Insurance	1,624			2,500 \$ /	1,000 C	0.169 /sf	0.15%
Sales Tax	15,098			5,500 %	C	1.573 /sf	1.42%
Permit by % of Cost	14,858			1,500 %	T	1.548 /sf	1.39%
Contingency					C		
Profit & Overhead	60,324			6,000 %	T	6.284 /sf	5.66%
Total		1,065,724				111.013 /sf	



## **Exhibit 3**

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# **Portland Jetport Airport Director Letter**



*You're on your way.*

March 28, 2017

Paul H. Bradbury, P.E.  
*Airport Director*

Chairperson, Zoning Board of Appeals  
City of Portland  
389 Congress Street  
Portland, Maine 04102

Zachary R. Sundquist, A.A.E.  
*Assistant Airport Director*

RE: Northeast Air Hangar Replacement – Practical Difficulty Variance Application

Dear Members of the Board:

Please accept this letter in support of the Northeast Air (NEA) hangar project. I have reviewed and support NEA's Practical Difficulty Variance Application for the replacement of its northernmost hangar on the Portland International Jetport's north general aviation apron.

Northeast Air (NEA) is a longstanding full service Fixed Base Operator (FBO) at the Portland International Jetport. As a private full service FBO, NEA provides aircraft maintenance, fueling, deicing, charter services, and aircraft management. Additionally NEA, manages the north general aviation apron and owns/operates the hangars adjacent to it through two ground leases with the Portland International Jetport/City of Portland.

The northernmost ground lease includes hangars constructed in the mid 1970's that have reached their design life. As part of the renewal of this ground lease it was important to the Jetport that an appropriate investment be made in this hangar infrastructure to insure it meets the operational and business needs for general aviation over the lease term. The project as proposed by NEA exceeds the investment requirement and meets these general aviation needs for accommodating the new larger and quieter business and commercial aircraft operating at the Jetport. Surprisingly, the new hangar's optimized geometry accommodates these larger aircraft within a smaller footprint than the hangar it replaces. This project does not cause any negative impacts to the Jetport campus and is consistent with the Jetport's Sustainable Airport Master Plan recently accepted by the City Council.

I appreciate the Board of Appeals consideration of this request. Please feel free to contact me if I can provide any additional information or assistance in your review of this application.

Sincerely,

Paul Bradbury, P.E.  
Airport Director



## **Exhibit 4**

---

# **Assessor Information**

This page contains a detailed description of the Parcel ID you selected.

[New Search!](#)

### Current Owner Information:

#### Services

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

[browse city  
services a-z](#)

[browse facts and  
links a-z](#)



Best viewed at  
800x600, with  
Internet Explorer

**CBL** 199 A001012  
**Land Use Type** RETAIL & PERSONAL SERVICE  
*Verify legal use with  
Inspections Division*  
**Property Location** 1071 WESTBROOK ST  
**Owner Information** NORTHEAST AIR  
 1011 WESTBROOK ST  
 PORTLAND ME 04102  
**Book and Page** 15753/400  
**Legal Description** 199-A-1 ETC # 12  
 WESTBROOK ST 1071-1091  
 BUILDING ON LEASED LAND

### Current Rental Registration Acres

### Current Assessed Valuation:

<b>TAX ACCT NO.</b>	51434	<b>OWNER OF RECORD AS OF APRIL 2016</b>
<b>LAND VALUE</b>	\$0.00	NORTHEAST AIR
<b>BUILDING VALUE</b>	\$423,000.00	
<b>NET TAXABLE - REAL ESTATE</b>	\$423,000.00	1011 WESTBROOK ST PORTLAND ME 04102
<b>TAX AMOUNT</b>	\$8,929.54	

Any information concerning tax payments should be directed to the  
Treasury office at 874-8490 or [e-mailed](#).

### Building Information:

#### Building 1

**Year Built** 1960  
**Style/Structure Type**  
**# Units** 1  
**Square Feet** 5220

[View Sketch](#) [View Map](#) [View Map](#) [View Map](#) [View Picture](#)

#### Building 2

**Year Built** 1960  
**Style/Structure Type**  
**# Units** 1  
**Square Feet** 8160

[View Sketch](#) No Maps [View Picture](#)

### ***Exterior/Interior Information:***

<b>Building 1</b>	
<b>Levels</b>	01/01
<b>Size</b>	3660
<b>Use</b>	HANGER
<b>Height</b>	16
<b>Walls</b>	METAL-LIGHT
<b>Heating</b>	UNIT HEAT
<b>A/C</b>	NONE

<b>Building 1</b>	
<b>Levels</b>	01/01
<b>Size</b>	1560
<b>Use</b>	MULTI-USE OFFICE
<b>Height</b>	10
<b>Walls</b>	METAL-LIGHT
<b>Heating</b>	ELECTRIC
<b>A/C</b>	NONE

<b>Building 2</b>	
<b>Levels</b>	01/01
<b>Size</b>	8160
<b>Use</b>	HANGER
<b>Height</b>	18
<b>Walls</b>	METAL-LIGHT
<b>Heating</b>	NONE
<b>A/C</b>	NONE

### ***Outbuildings/Yard Improvements:***

<b>Building 1</b>	
<b>Year Built</b>	1900
<b>Structure</b>	TANK STEEL BULK
<b>Size</b>	10000
<b>Units</b>	1
<b>Grade</b>	C
<b>Condition</b>	3

<b>Building 2</b>	
<b>Year Built</b>	1960
<b>Structure</b>	ASPHALT PARKING
<b>Size</b>	20000
<b>Units</b>	1
<b>Grade</b>	C
<b>Condition</b>	3

New Search!



## **Exhibit 5**

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### **Right, Title or Interest**

Irving Oil Corporation  
700 Maine Avenue  
Bangor, Maine 04402

September 29, 2000

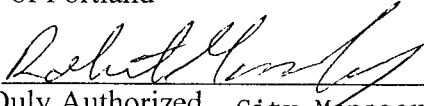
Re: Indenture of Lease dated August 12, 1976 between the City of Portland  
And Maine Aviation Corp., as amended by Amendments dated September 23,  
1976, June 19, 1978, July 17, 1980, December 24, 1981, February 22, 1983 and  
Extension Letter dated December 1, 1995 (collectively the "Lease")

Ladies and Gentlemen:

This letter is to serve as acknowledgement that Irving Oil Corporation has succeeded to all of the rights and obligations as Lessee under the above-referenced Lease. Further, consent is hereby granted to Irving Oil Corporation to assign the Lease in its entirety to Northeast Air, a Maine corporation with a mailing address at 987 Westbrook Street, Portland, Maine 04102. Irving Oil Corporation shall be responsible for all rent, taxes and other charges due under the Lease prior to the date of Assignment and Northeast Air shall be responsible for all rent, taxes and other charges due under the Lease arising on and after the date of assignment. The City understands the intended date of assignment is October 4, 2000. However, this consent shall be effective for any assignment to Northeast Air made within ninety (90) days of the date hereof.

Very truly yours,

City of Portland

By:   
Its Duly Authorized City Manager

cc: Northeast Air  
987 Westbrook Street  
Portland, Maine 04102

## **Exhibit 6**

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# **Property Photos**



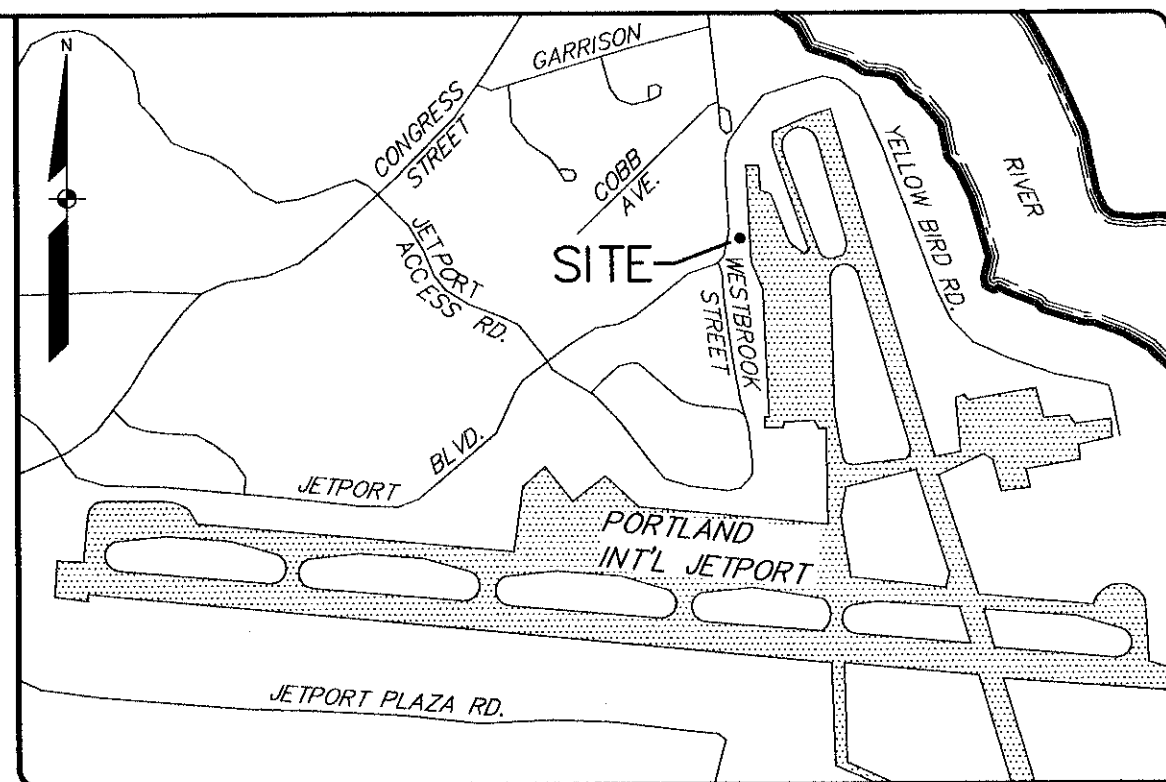












LOCATION MAP N.T.S.

1. THE RECORD OWNER OF THE LOT IS THE CITY OF PORTLAND BY DEED RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
2. THE PROPERTY IS SHOWN ON THE CITY OF PORTLAND'S CHART BLOCK NO.199A001013.
3. PLAN INFORMATION IS BASED ON AN ASSUMED COORDINATE SYSTEM. TOPOGRAPHIC INFORMATION SHOWN IS REFERENCED TO THE NATIONAL VERTICAL GEODETIC DATUM OF 88 (NAVD 88), BASED ON USGS DISK J121 WITH A RECORD ELEVATION OF 62.87'.
4. PLAN REFERENCE: "ALTA/ACSM LAND TITLE SURVEY 1128 WESTBROOK STREET PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR ENTERPRISE RENT-A-CAR COMPANY OF BOSTON LLC" DATED OCTOBER 22, 2009 AND SURVEYED BY OWEN HASKELL, INC.
5. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON FIELD SURVEY PERFORMED BY SURGEON TECHNICIANS, INC. IN NOVEMBER OF 2016.
6. UTILITY INFORMATION DEPICTED HEREON IS COMPILED USING PHYSICAL EVIDENCE LOCATED IN THE FIELD. UTILITY INFORMATION DEPICTED HEREON DOES NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS AND/OR DESIGNERS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION.
7. THE LOCUS PROPERTY AS DEPICTED HEREON DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR PORTLAND, MAINE, YORK COUNTY, COMMUNITY-PANEL NUMBER 230051-0012-C, HAVING AN EFFECTIVE DATE OF DECEMBER 8, 1998. THE LOCUS FALLS WITHIN AN AREA IDENTIFIED AS ZONE X, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
8. PROPERTY IS LOCATED IN THE AIRPORT BUSINESS ZONE.  
  
MIN. LOT SIZE: 20,000 S.F.  
MIN. FRONTAGE: 50 FEET  
MIN. FRONT YARD: 20 FEET  
MIN. SIDE YARD: NONE
9. EXISTING AND INTENDED USE: GENERAL AVIATION FACILITY.
10. ALL UTILITIES SHALL BE UNDERGROUND AND CONSTRUCTED TO THE CITY OF PORTLAND AND INDIVIDUAL UTILITY REQUIREMENTS.
11. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE. THE DEVELOPER, OR AN AUTHORIZED AGENT, MUST BE AVAILABLE AT ALL TIMES DURING CONSTRUCTION.
12. WARNING SIGNS, MARKERS, BARRICADES OR FLAGON, APPROPRIATE FOR THE TYPE OF CONSTRUCTION MUST BE EMPLOYED TO REGULATE TRAFFIC.
13. EXISTING STORM DRAIN SYSTEM MUST BE FLUSHED, SLEEPS CLEARED AND MATERIAL REMOVED FROM CATCH BASIN INLETS AND ADJACENT DITCHES OF THE CONSTRUCTION WITHIN THE PROJECT LIMITS AND ON AVIATION BOULEVARD.
14. PRIOR TO ANY SITE CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL OBTAIN A JETPORT SECURITY PERMIT FROM THE JETPORT SECURITY MANAGER AT 207-772-0466 AND ARRANGE FOR A PRE-CONSTRUCTION MEETING AT THE PROJECT SITE. THE CONTRACTOR SHALL HAVE A DETAILED SCHEDULE AND SHALL INCORPORATE ALL REQUIRED FAA AND JETPORT REGULATIONS TO INSURE SAFETY PROTOCOLS ARE MAINTAINED. THE CONTRACTOR OR CONTRACTOR'S PERSONAL AND EQUIPMENT ARE NOT ALLOWED WITHIN THE JETPORT SECURITY PERIMETER WITHOUT FIRST OBTAINING APPROPRIATE SECURITY CLEARANCE AND SUBMITTING A "SECURITY PLAN AND CONSTRUCTION WORK SCHEDULE THAT MUST BE APPROVED BY THE JETPORT OPERATIONS MANAGER."
15. ALL WORK REQUIRED BY PLAN NOTES AND NECESSARY TO COMPLETE THE PROJECT IN ITS ENTIRETY SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION WHEN NOT IDENTIFIED IN CONTRACT DOCUMENTS AND PAY ITEMS, NO EXTRA PAYMENT WILL BE MADE TO THE CONTRACTOR.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY SECURITY FENCING. THE CONTRACT DRAWINGS DEPICT PROPOSED LOCATIONS OF TEMPORARY AND PERMANENT SECURITY FENCING SUBJECT TO JETPORT SECURITY APPROVAL. PROPOSED TEMPORARY FENCING IS INTENDED TO ALLOW MOST, BUT NOT ALL WORK TO OCCUR OUTSIDE OF THE SECURE AREA, CONTRACTOR IS RESPONSIBLE FOR RELOCATING AND REMOVING FENCE AS NEEDED INCLUDING PERMITS AND JETPORT SECURITY APPROVAL. CONTRACTOR MUST OBTAIN JETPORT/TSA APPROVAL PRIOR TO ANY FENCE REMOVAL OR RELOCATION, AND MUST COORDINATE WORK WITH OWNER AND JETPORT OPERATIONS MANAGER.
17. ACCUMULATED SNOW SHALL BE REMOVED DURING WINTER CONDITIONS WHEN SNOW STORAGE AREAS ARE AT CAPACITY.

<b>DESIGNED</b>		<b>CHECKED</b>
<b>OAM</b>		<b>OAM</b>
A	OAM	ISSUED FOR APPEALS BOARD REVIEW
REV:	BY:	DATE: STATUS:
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.		

**SEBAGO**  
T E C H N I C S  
WWW.SEBOGOTECHNICS.COM

75 John Roberts Rd.  
Suite 1A  
South Portland, ME 04106  
Tel. 207-200-2100

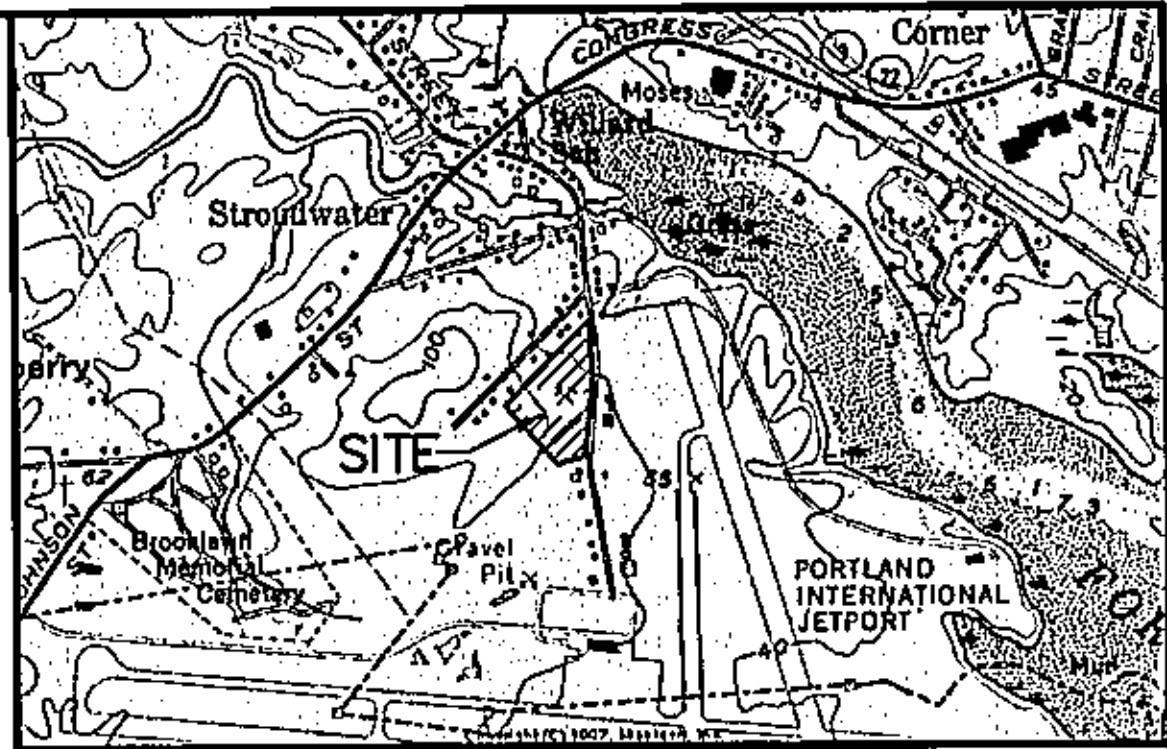
250 Goddard Rd.  
Suite B  
Lewiston, ME 04240  
Tel. 207-783-5556

SITE PLAN  
OF:  
NORTHEAST AIR-NORTH HANGAR PROJECT  
PORTLAND INTERNATIONAL JETPORT  
PORTLAND, MAINE  
FOR:  
NORTHEAST AIR  
1011 WESTBROOK STREET  
PORTLAND, MAINE 04102

PROJECT NO.	SCALE
16123	1" = 10'

16123S.dwg, TAB: S





### LOCATION MAP

N.T.S

## GENERAL NOTES

1. THE RECORD OWNER OF THE PROPERTY IS TOYE REALTY HOLDINGS, LLC BY DEED OF THOMAS A. TOYE III DATED APRIL 29, 1999 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY DEED IN BOOK 14717 PAGE 316.
2. THE PROPERTY, BEING IN THE CITY OF PORTLAND, IS SHOWN AS A PORTION OF BOTH LOT A-3 AND A-4, TAX MAP 210A, AND LOT A-12, TAX MAP 207.
3. WETLANDS SHOWN HEREON WERE DELINEATED AND LOCATED BY MARK J. HAMPTON C.S.S. IN ACCORDANCE WITH THE 1987 U.S. ARMY CORPS OF ENGINEERS WETLAND DELINEATION MANUAL.
4. THE TOTAL AREA OF THE PARCEL IS 4.03 A.C.
5. RIGHT-OF-WAY INFORMATION FOR WESTBROOK STREET IS BASED ON PLAN REFERENCE A AND INFORMATION PROVIDED BY THE CITY OF PORTLAND.
6. PLAN REFERENCES:
  - A) PLAN OF LAND ON CONGRESS & WESTBROOK STREETS, PORTLAND, MAINE, FOR DUMFREY PROPERTIES PREPARED BY OWEN HASKELL, INC. DATED APRIL 10, 1987.
  - B) STANDARD BOUNDARY SURVEY ON CONGRESS STREET IN PORTLAND, MAINE FOR CITY OF PORTLAND PREPARED BY OWEN HASKELL, INC. DATED NOVEMBER 20, 1990.
  - C) PLAN OF LAND AT STROUDWATER -- PORTLAND, MAINE SURVEY FOR LILLIAN M. PARKER PREPARED BY E.C. JORDAN & CO. DATED MAY 1923 RECORDED IN PLAN BOOK 15 PAGE 33.
  - D) STANDARD BOUNDARY SURVEY OF THOMAS A. TOYE PROPERTY DATED NOVEMBER 27, 2000 BY SEBAGO TECHINICS, INC.
7. EASEMENTS:
  - A) DRAINAGE AND DETENTION BASIN EASEMENT CONVEYED TO JOSEPH F. BOULOS et al BY DEED DATED OCTOBER 2, 1988 AND RECORDED IN BOOK 8557 PAGE 130, AND DESCRIBED AS EXHIBIT B IN SAID DEED.
  - B) PEDESTRIAN AND VEHICULAR ACCESS AND UTILITY EASEMENT AS CONVEYED TO JOSEPH F. BOULOS et al BY DEED RECORDED IN BOOK 8557 PAGE 130 AND DESCRIBED AS EXHIBIT C IN SAID DEED. THE ABOVE REFERENCED EASEMENT ALSO BEING RESERVED BY BCD AIRPORT IN THEIR DEED DESCRIBED IN SAID BOOK 8557 PAGE 130.
  - C) AIR RIGHT AND EASEMENTS WHICH MIGHT EXIST OVER THE PROPERTY INCLUDING AN ASR CRITICAL AREA AS SHOWN ON A PLAN OF THE PORTLAND INTERNATIONAL JETPORT BY DUFRESNE-HENRY, INC. DATED THROUGH JUNE 1987 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 156 PAGE 60.
8. THE PROPERTY SHOWN HEREON DOES NOT FALL WITHIN A FLOOD HAZARD AREA AS DEPICTED ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF PORTLAND COMMUNITY PANEL NUMBER 230051 0012 C REVISED DECEMBER 8, 1998.
9. THIS PLAN IS BASED UPON A LAND TITLE SURVEY PERFORMED IN CONFORMANCE WITH THE STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CATEGORY II CONDITION II WITH THE EXCEPTIONS THAT NO SURVEYORS REPORT HAS BEEN PREPARED AND THAT WETLANDS AREAS SHOWN HEREON WERE DELINEATED AND LOCATED BY SOMEONE OTHER THAN THE SIGNING PROFESSIONAL.

**SURVEYORS STATEMENT**

TO: NATIONAL CAR RENTAL, FIRST AMERICAN TITLE INSURANCE  
COMPANY AND WILLIAMS, MULLEN, CLARK & DOBBINS:

THE UNDERSIGNED, AS AN EMPLOYEE OF SEBAGO TECHNICS, INC., HEREBY STATES THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (I) IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM SURVEYS AND PLATS" ADOPTED BY THE ALTA AND NSPS IN 1999, AND INCLUDES ITEMS 2-4, 6, 7(A)-(C), 8-10, 11(A) AND 13-16 OF TABLE A THEREOF AND (II) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION), THE UNDERSIGNED FURTHER STATES THAT THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE.

THIS MAP OR PLAT OF SURVEY OF THE PREMISES SHOWN HEREON  
IS THE SAME AS THE DESCRIBED IN FIRST AMERICAN TITLE  
INSURANCE COMPANY TITLE COMMITMENT NUMBER TOYT16 DATED  
DECEMBER 27, 2000.

DATE: 3-29-01  
(SIGNED) [Signature] (SEAL)

REGISTRATION NO. 2317

A	DCS	3-29-01	ISSUED FOR CLIENT REVIEW
REV:	BY:	DATE:	STATUS:

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

ALTA/ACSM LAND TITLE SURVEY

OF LAND OWNED BY  
**TOYE REALTY HOLDINGS, LLC**

WESTBROOK ST.  
PORTLAND, MAINE  
FOR:

**WILLIAMS, MULLEN, CLARK & DOBBINS**  
1021 EAST CARY STREET  
RICHMOND, VA 23218-1320

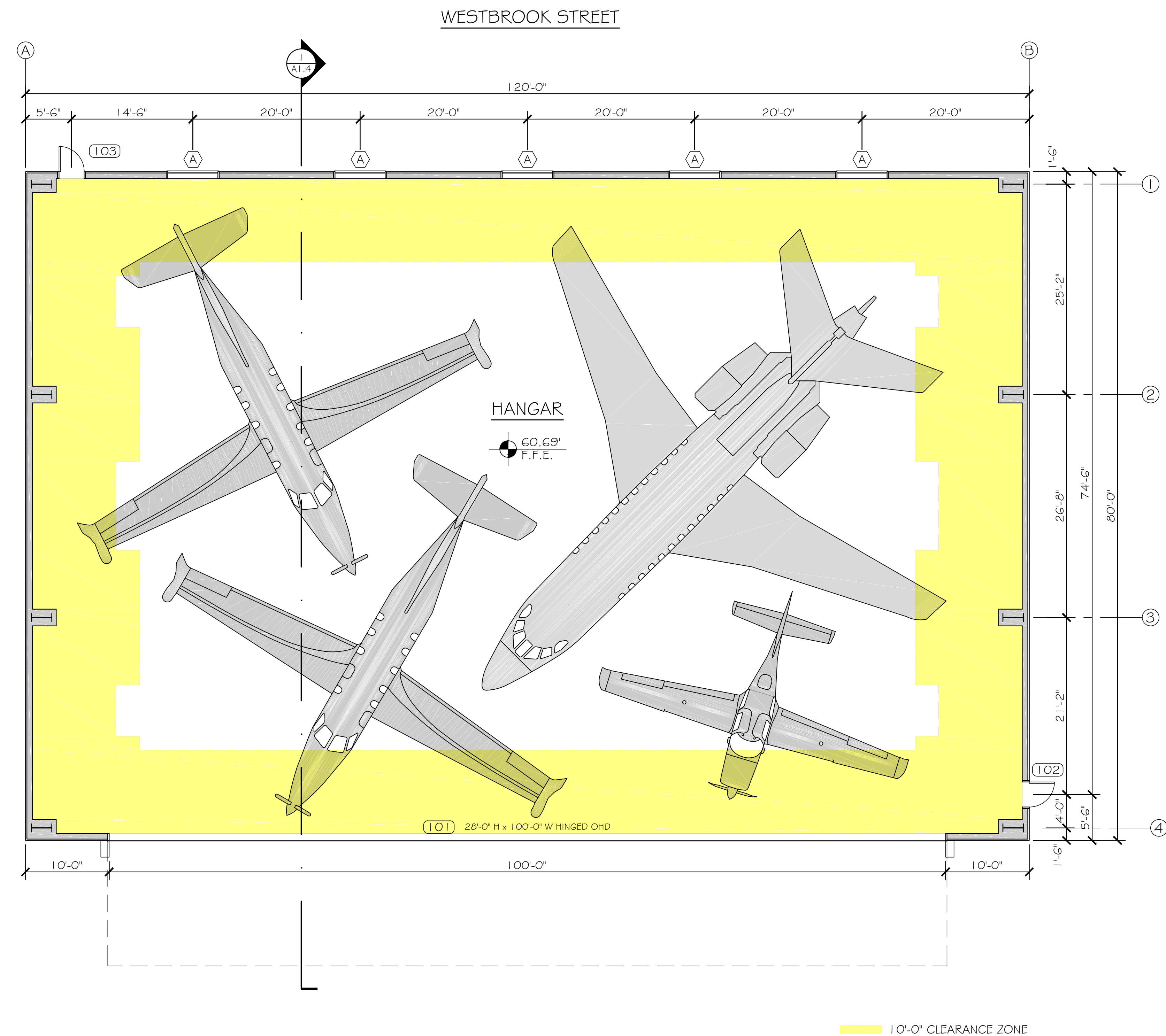
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DRAWN BY:	DC
CHECKED BY:	DC
DATE:	3-28-0
SCALE:	1"=30'
FIELD BK:	48
PROJ. NO:	0106
DRAWING:	01063LT

## Sebago Technics

One Chabot Street  
Westbrook, Me 04098-1335  
Tel (207) 856-0277

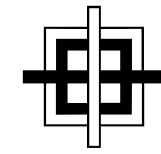


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SCALE: 1/8" = 1'-0"





GRANT HAY  
ASSOCIATES

ARCHITECTURE & INTERIOR DESIGN  
P.O. BOX 6179 FALMOUTH MAINE 04105  
507.871.5900 [www.granthays.com](http://www.granthays.com)

1/2" = 1' - 0"

REV. 1/10/17

PROJECT NAME

NEA NORTH HANGAR  
WESTBROOK STREET  
PJM - PORTLAND, MAINE

1/2" = 1' - 0"

PROPOSED  
ELEVATIONS

DATE

27 MAR '17

SCALE

1/8" = 1' - 0"

DRAWN

MFH/mgk

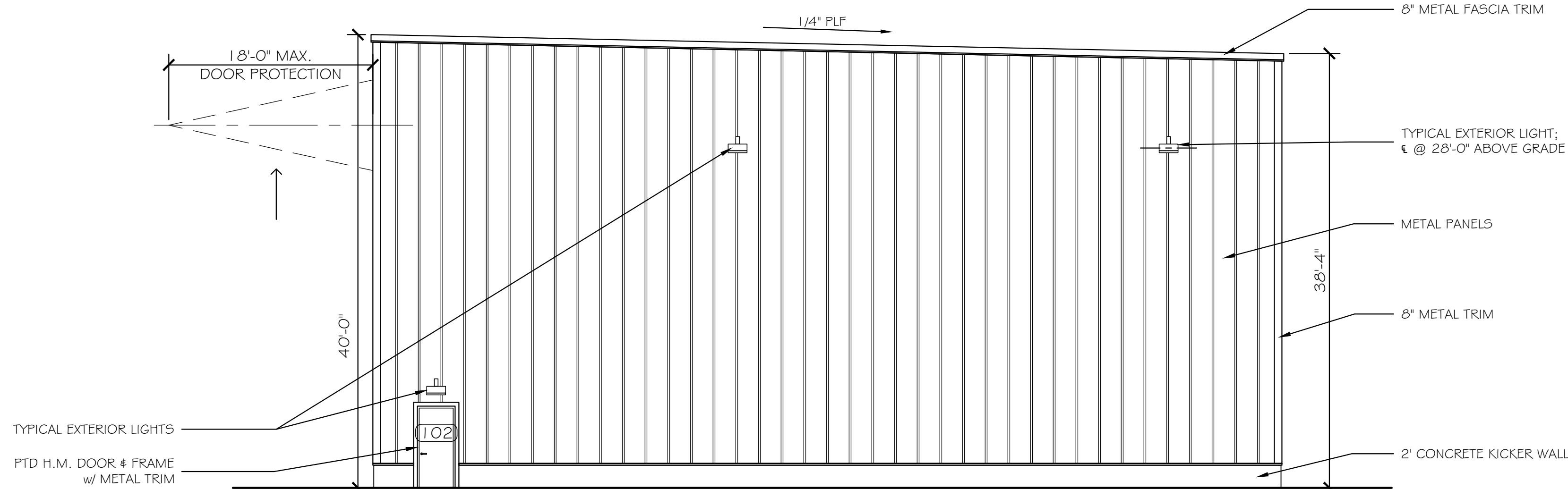
JOB NO.

160350

1/2" = 1' - 0"

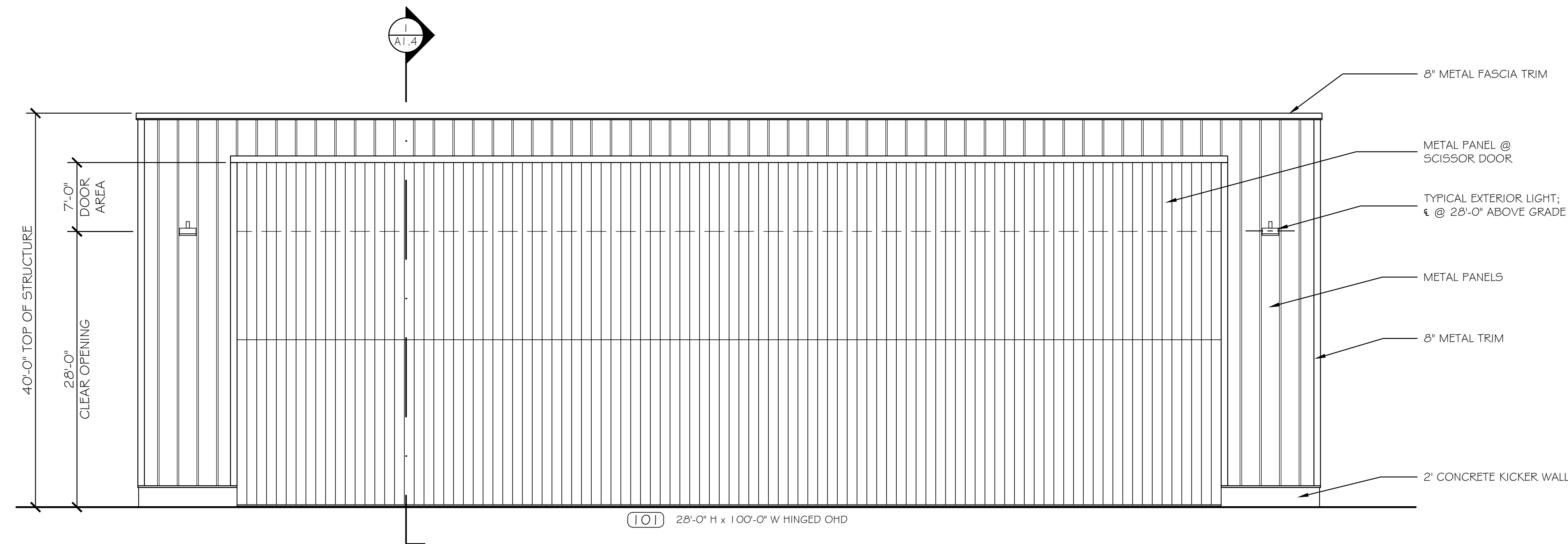
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### RIGHT ELEVATION

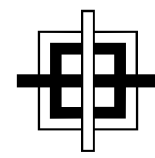
SCALE: 1/8" = 1' - 0"



### RAMP ELEVATION

SCALE: 1/8" = 1' - 0"





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507.871.5900 [www.granthays.com](http://www.granthays.com)

1/2" = 1'-0"

REV. 1/10/17

PROJECT NAME

NEW NORTH HANGAR  
WESTBROOK STREET

PWM - PORTLAND, MAINE

1/2" = 1'-0"

PROPOSED  
ELEVATIONS

DATE

27 MAR '17

SCALE

1/8" = 1'-0"

DRAWN

MFH/mgk

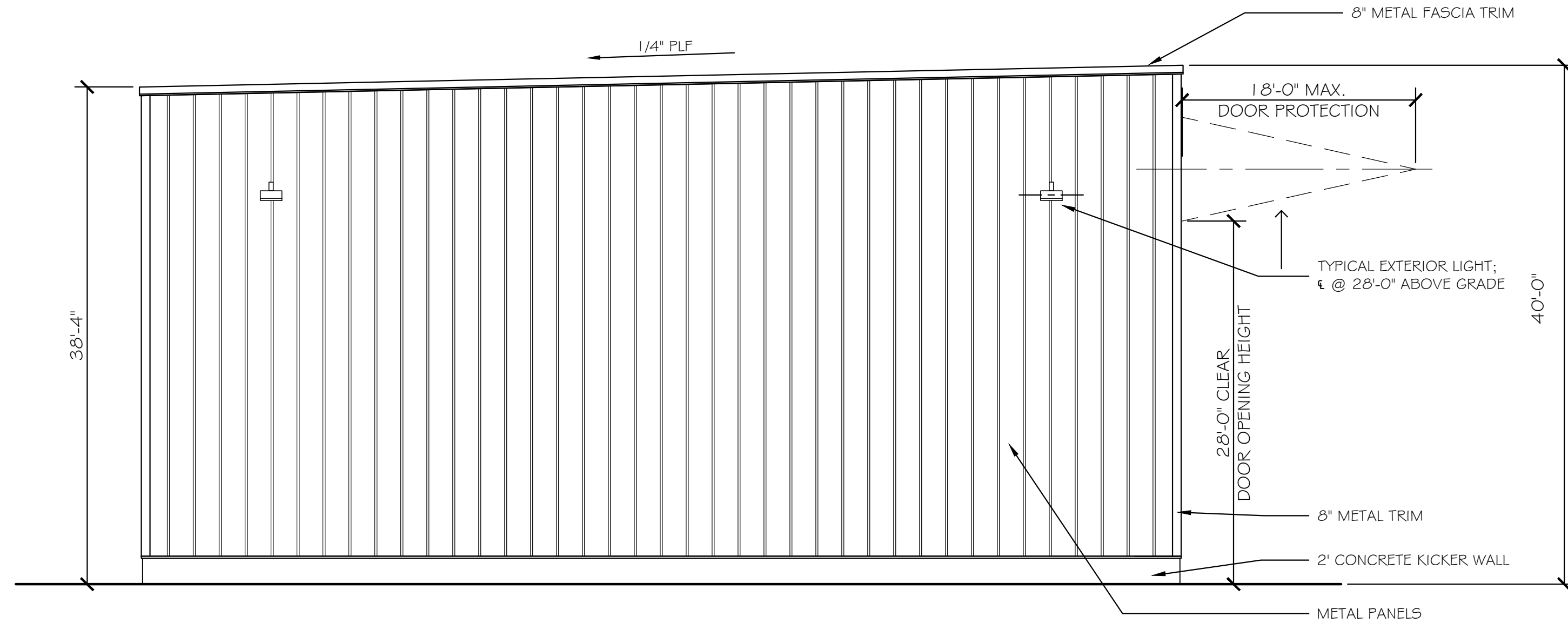
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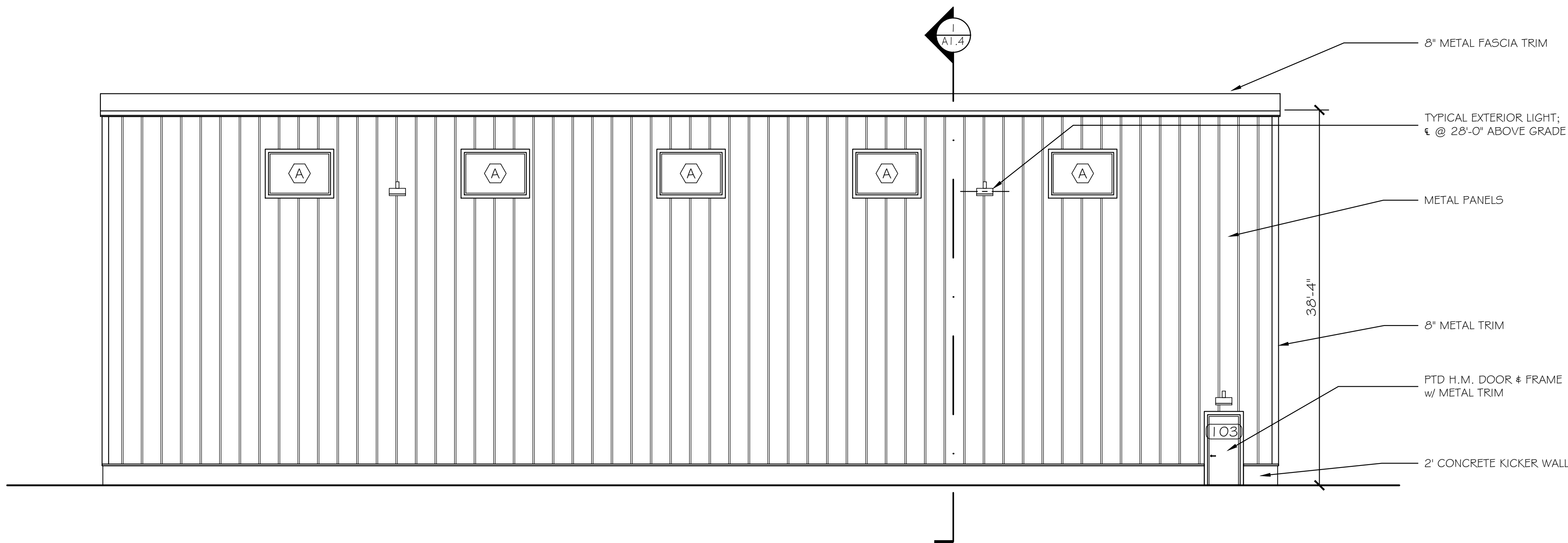
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LEFT ELEVATION

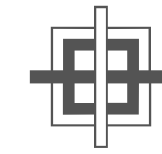
SCALE: 1/8" = 1'-0"



WESTBROOK ST. ELEVATION

SCALE: 1/8" = 1'-0"





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DATE

REVISIONS

PROJECT NAME

NEW NORTH HANGAR  
WESTBROOK STREET  
PWM - PORTLAND, MAINE

DATE

BUILDING  
SECTION

DATE

27 MAR '17

SCALE

1/4"=1'-0"

DRAWN

MFH/mgk

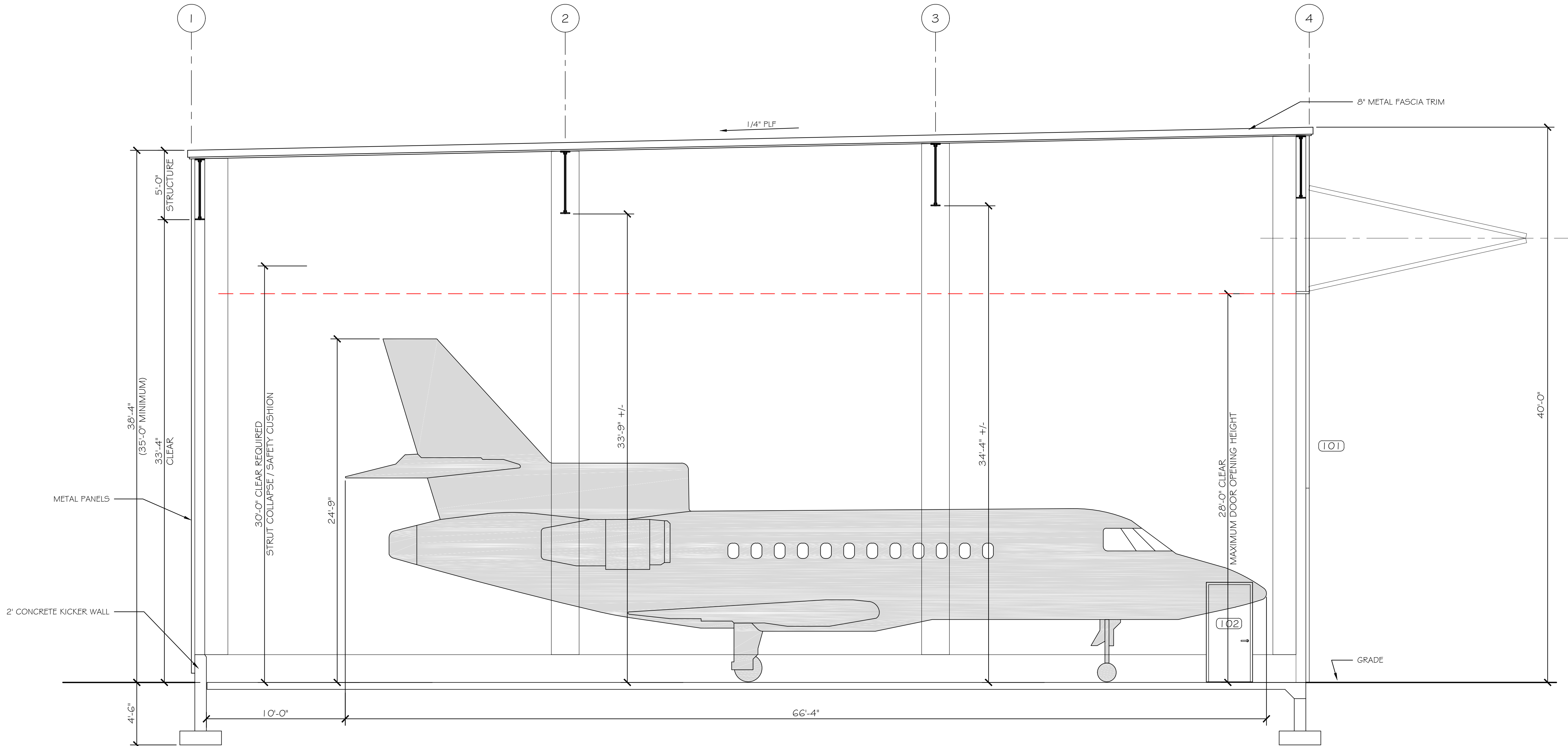
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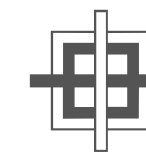
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BUILDING SECTION

SCALE: 1/4" = 1'-0"





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507.871.5900 [www.granthays.com](http://www.granthays.com)

1/2" = 1'-0"

REVISIONS

PROJECT NAME

NEW NORTH HANGAR  
WESTBROOK STREET  
PWM - PORTLAND, MAINE

1/2" = 1'-0"

NEW HANGAR  
@ PLAN  
SETBACKS

DATE

27 MAR '17

SCALE

1/8" = 1'-0"

DRAWN

MFH/mgk

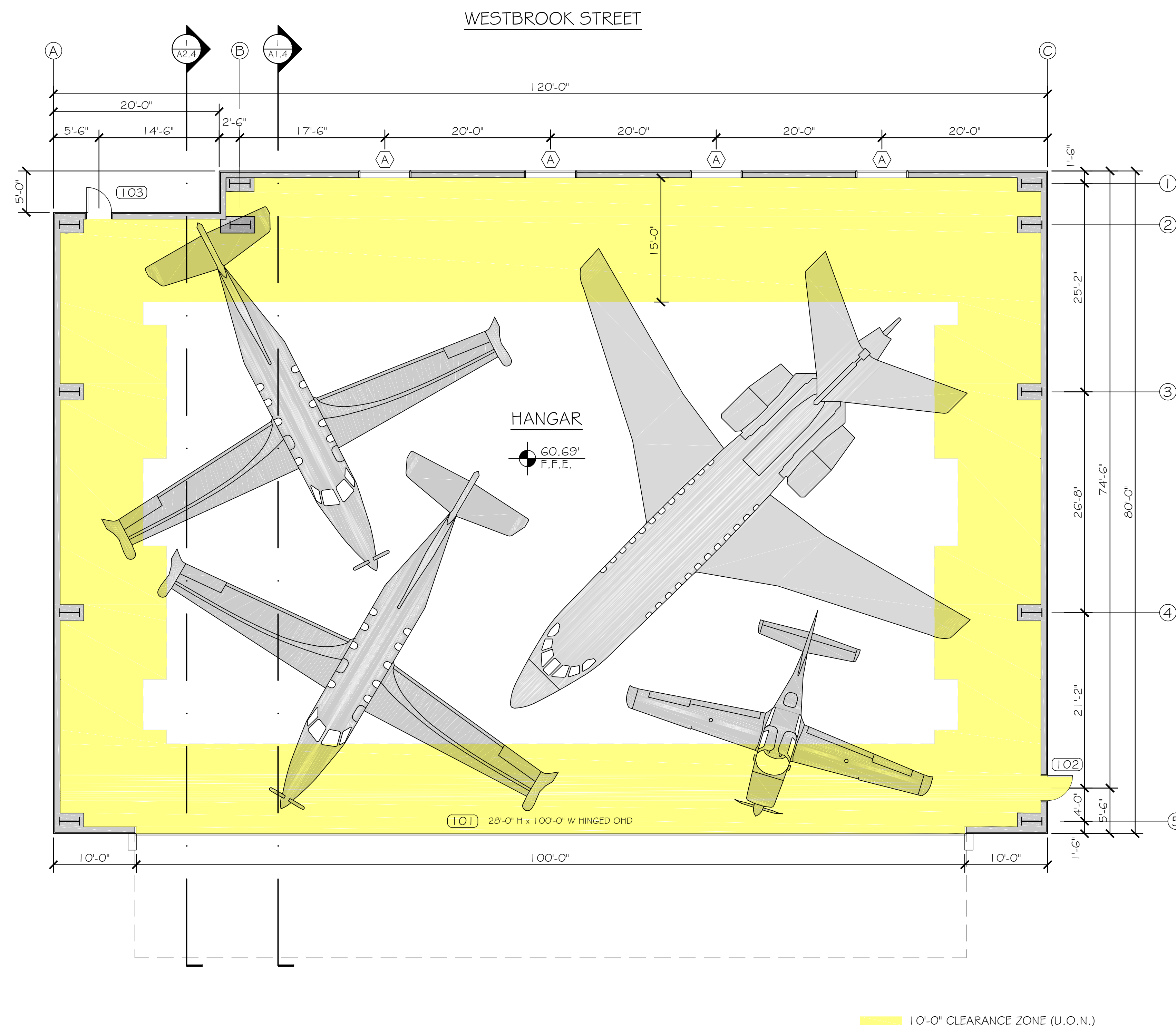
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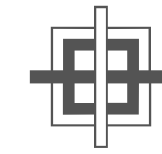
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# NEW HANGAR PLAN AT SETBACKS

SCALE: 1/8" = 1'-0"





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1/2" = 1'-0"

REV. NO.

PROJECT NAME

NEA NORTH HANGAR  
WESTBROOK STREET  
PORTLAND, MAINE

1/2" = 1'-0"

BUILDING SECTION  
@ HEIGHT  
SETBACKS

DATE

27 MAR '17

SCALE

1/4" = 1'-0"

DRAWN

MFH/mgk

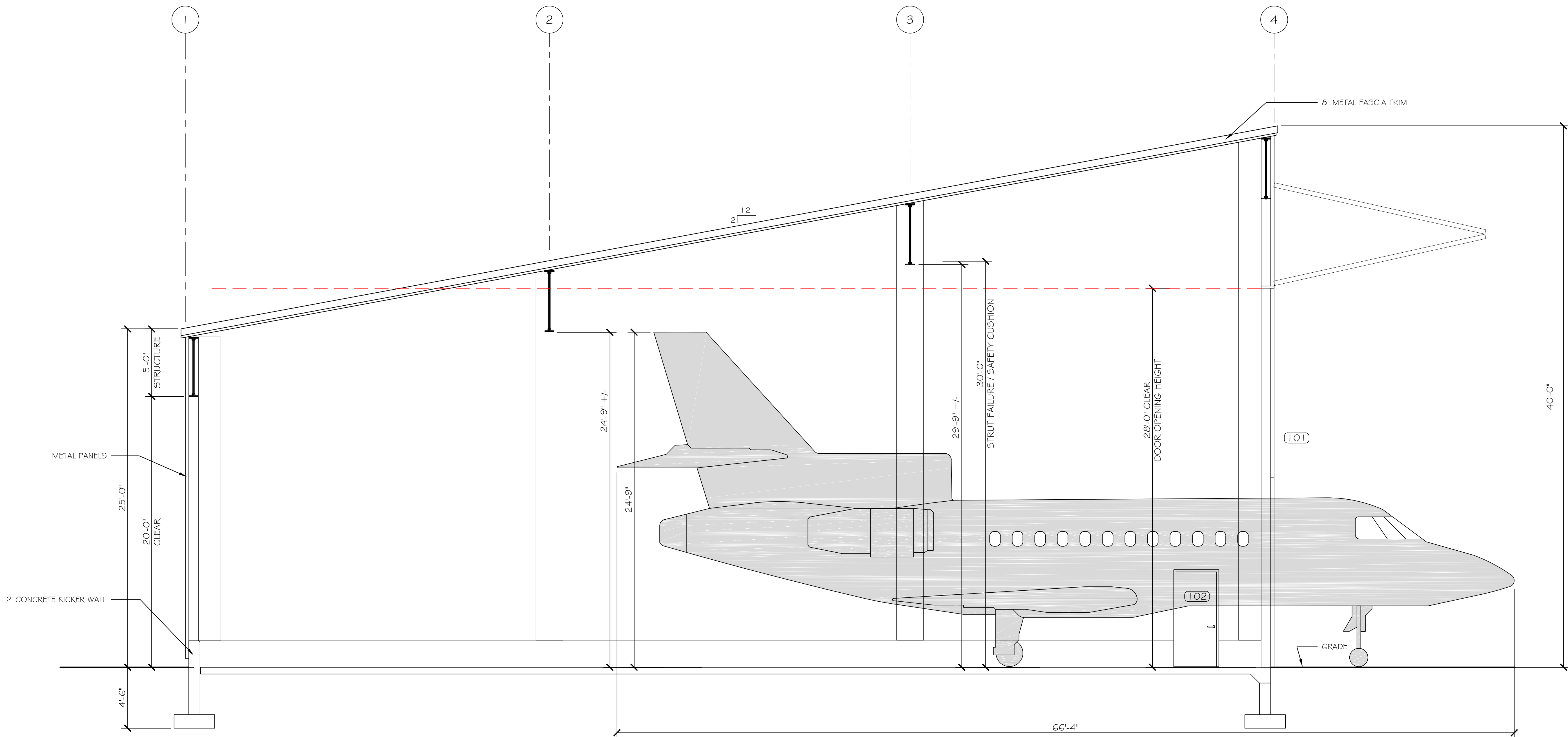
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1/2" = 1'-0"

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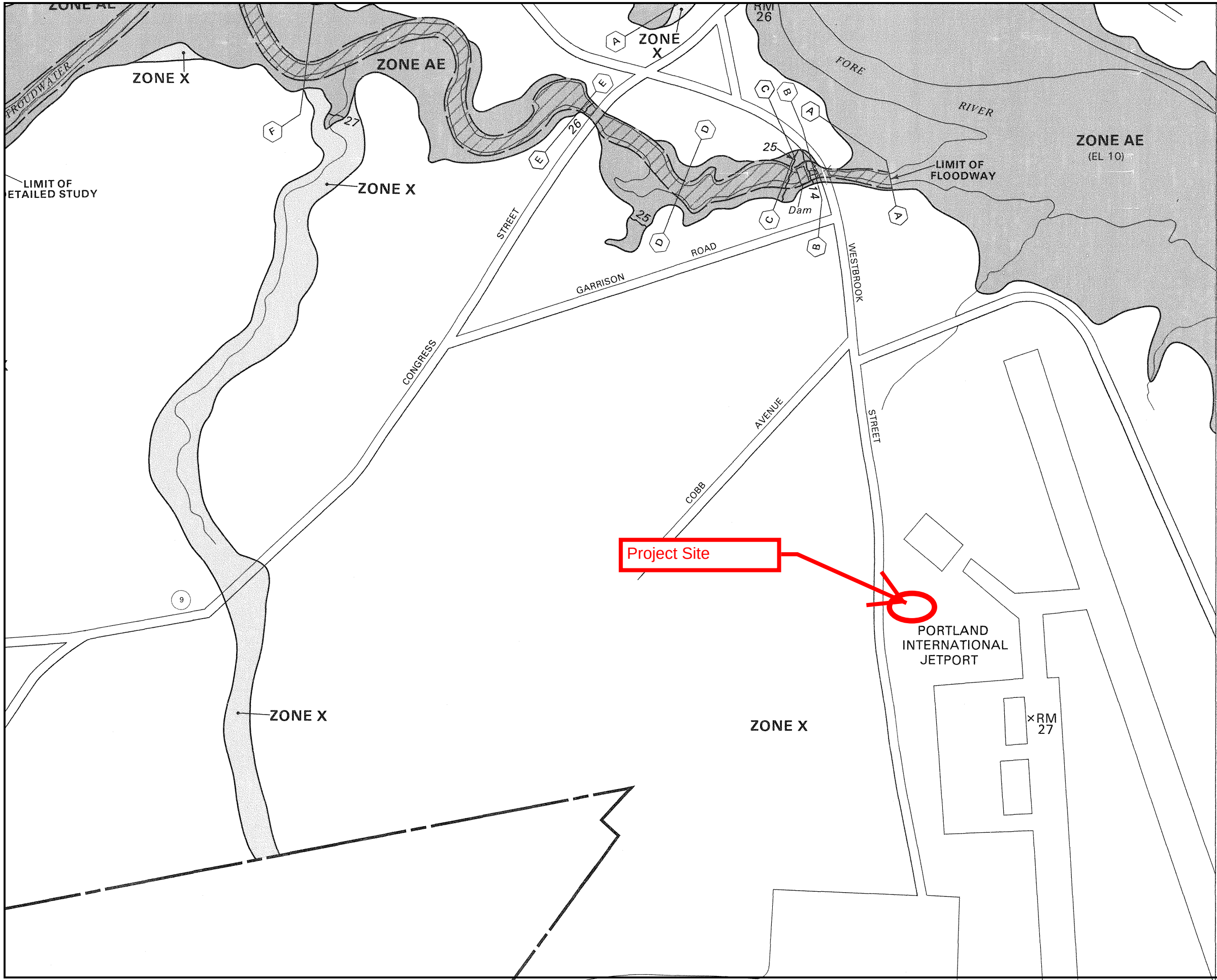
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BUILDING SECTION AT HEIGHT SETBACKS

SCALE: 1/4" = 1'-0"

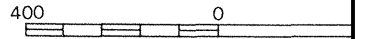




insurance agent or call the National Flood Insurance Pro



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

CITY OF  
PORTLAND,  
MAINE  
CUMBERLAND COUNTY

PANEL 12 OF 17  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER  
230051 0012 C

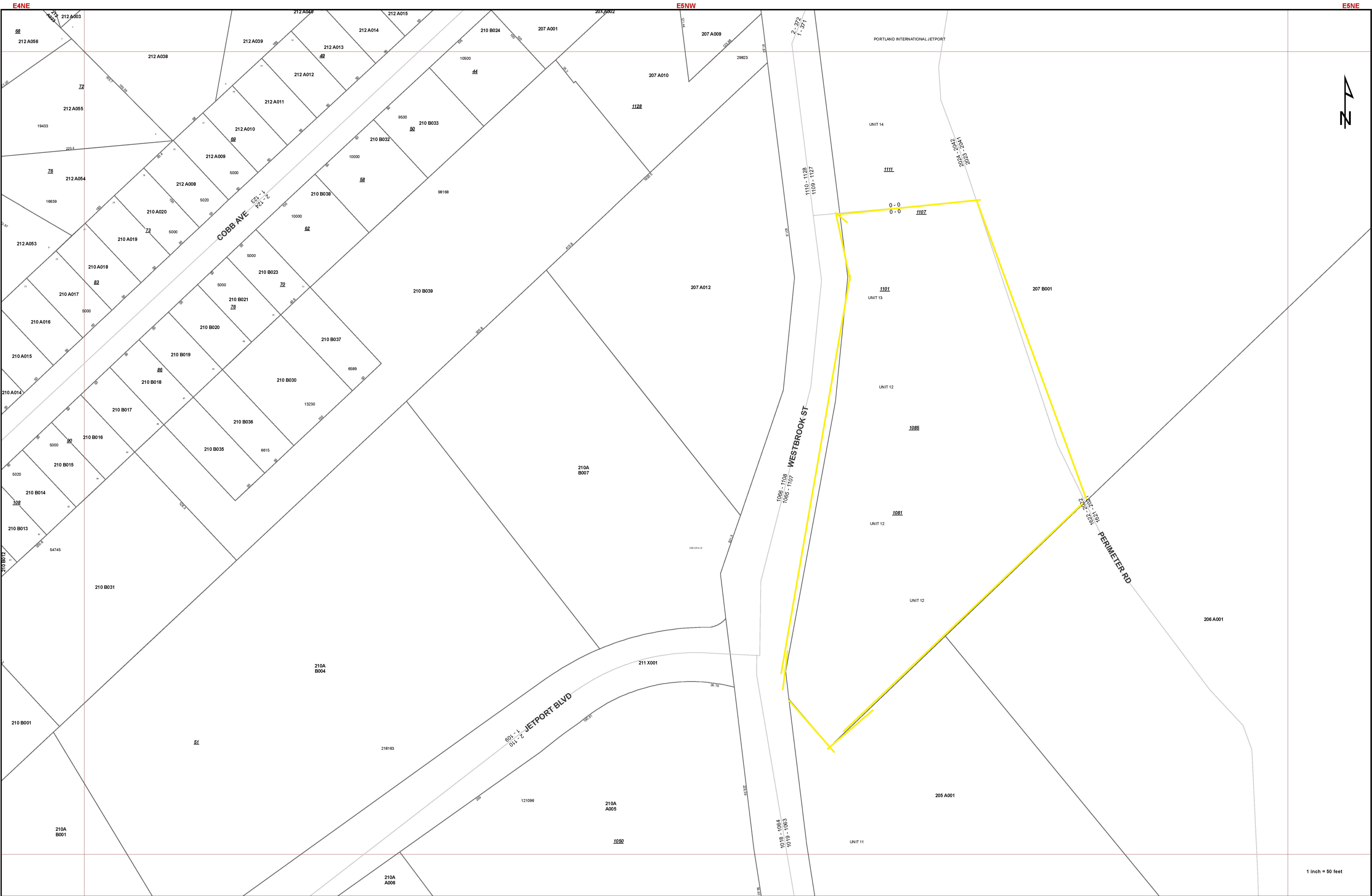


MAP REVISED:  
DECEMBER 8, 1998

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)







# 1021 Westbrook Street - CBL 199-A-001 (sublot 010) - Practical Difficulty Variance

