

1. 11/16/17 - Agenda

Documents:

[11-16-17 AGENDA.PDF](#)

1.I. ZBA Application - 1851 Washington Avenue

Documents:

[CONDITIONAL USE APPEAL - 1851 WASHINGTON AVE.PDF](#)
[ZONING MAP - 1851 WASHINGTON AVE.PDF](#)

1.II. ZBA Application - 502 Stevens Avenue

Documents:

[MISCELLANEOUS APPEAL - 502 STEVENS AVENUE.PDF](#)
[ZONING MAP - 502 STEVENS.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, November 16, 2017, at 6:30 p.m. in Room 209 on the Second Floor at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following appeals:

1. New Business:

- A. Conditional Use Appeal:** 1851 Washington Avenue, Francis J. Watson, owner, Tax Map 371, Block A, Lot 008, R-3 Residential Zone: The applicant, Greener Pastures Holisticare, is a potential lessee for the site and is seeking a Conditional Use Appeal under Section 14-88(a)(1) to permit a sheltered care group home for use as a women's recovery center. Representing the appeal is Roxanne Gullikson from Greener Pastures Holisticare, on behalf of the owner.
- B. Miscellaneous Appeal:** 502 Stevens Avenue, 502 Deering Center, LLC, owner, Tax Map 135, Block E, Lot 009, B-1b Neighborhood Business Zone: The applicant is in the process of developing a mixed-use commercial and residential building at 502 Stevens Avenue and is seeking approval for the associated off-street parking to be used jointly by the commercial and residential uses of the building [Section 14-343]. The development has 10 parking spaces in an on-site parking lot and 2 remote parking spaces within 1,500 feet of the project site, all of which were approved by the Planning Board as parking for the residential units. The proposal is to use 7 of these spaces for daytime commercial parking. All 12 spaces would be allocated for nighttime residential parking. Representing the appeal are Denis Lachman and Kiya Smith, principals of 502 Deering Center, LLC.

2. Other Business: Election of Chair and Secretary for Zoning Board of Appeals.

3. Adjournment



Natural And Holistic Approaches To Addiction And Recovery

1851 Washington Avenue, Portland, ME 04103 207.835.9527

October 29, 2017

Ann Machado, Zoning Administrator
Zoning Board of Appeals, City of Portland
Portland City Hall, Inspections Office, Rm. 315
389 Congress Street
Portland, ME 04101

Hand Delivered

RE: Conditional Use Appeal Application by Greener Pastures Holisticare, 1851 Washington Avenue

Dear Ms. Machado,

Please accept my delivery to your office of this letter for filing with the Zoning Board of Appeals on behalf of Greener Pastures Holisticare in regards to the above-referenced property. Included in this filing are the following:

1. Conditional Use Appeal Application
2. Cover letter from Greener Pastures to members of the Zoning Board of Appeals
3. Application fee payment of \$100
4. 11 separate packets of copied documents in support of this application per the Zoning Board of Appeals Application Process requirements.

I have sent a pdf copy of the submission packet to: zoning@portlandmaine.gov If you wish for me to send a pdf to another address, in any other manner, or require any other documents for the application, please notify me by email at: contact@greenerpasturesholisticare.com .

Please send me the City's bill at the address below for any fees that we are responsible for in relation to our application. Please schedule the hearing before the Zoning Board of Appeals at its **November 16th** meeting.

Sincerely,

Roxanne Gullikson, President
Greener Pastures Holisticare

Conditional Use Appeal Application Packet

Greener Pastures Holisticare - 1851 Washington Avenue

INDEX OF CONTENTS

1. Copy of Appeal Application signed by Greener Pastures Holisticare
2. Cover letter to members of the Zoning Board of Appeals
3. Plot plan with setbacks and parking at 1851 Washington Avenue
4. Tax maps with lot highlighted of 1851 Washington Avenue
5. First and second floor plans of 1851 Washington Avenue
6. Exterior photos of 1851 Washington Avenue
7. Greener Pastures Holisticare informational flyer
8. Greener Pastures Client daily schedule
9. Copy of lease
10. Letter from the owner of 1851 Washington Avenue consenting that Greener Pastures President, Roxanne Gullikson, may represent him and 1851 Washington Avenue in the Conditional Use Appeal before the Portland Zoning Board.



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:

Greener Pastures Holisticare, INC.
NAME
Greener Pastures Holisticare, INC.
BUSINESS NAME
1851 Washington Ave., Portland, ME 04103
BUSINESS ADDRESS
207-835-9527 contact@greenerpasturesholisticare.com
BUSINESS TELEPHONE & EMAIL

Lessee
APPLICANT'S RIGHT/TITLE/INTEREST
R-3 Residential Zone
CURRENT ZONING DESIGNATION

Subject Property Information:

1851 Washington Ave, Portland, ME 04103
PROPERTY ADDRESS
371 A008001
CHART/BLOCK/LOT (CBL)
Francis Watson
PROPERTY OWNER (If Different)
207-671-7828 - fwatson236@gmail.com
ADDRESS (If Different)
PHONE # AND EMAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 88 (a)1.

EXISTING USE OF THE PROPERTY:
single family residence

TYPE OF CONDITIONAL USE PROPOSED:
sheltered care group home

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

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:

Greener Pastures Holisticare, INC.
NAME
Greener Pastures Holisticare, INC.
BUSINESS NAME
1851 Washington Ave., Portland, ME 04103
BUSINESS ADDRESS
207-835-9527 contact@greenerpasturesholisticare.com
BUSINESS TELEPHONE & EMAIL

Lessee
APPLICANT'S RIGHT/TITLE/INTEREST
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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.

Roxanne Gullikson
SIGNATURE OF APPLICANT

10/30/17
DATE



Natural And Holistic Approaches To Addiction and Recovery

1851 Washington Avenue Portland, ME 04103 207.835.9527

City of Portland
Zoning Board of Appeals
389 Congress Street
Portland, ME 04101-3509

October 29, 2017

Re: ZONE R-3 RESIDENTIAL ZONE; 1851 Washington Avenue Portland, ME 04103
Request for Conditional Use Permit to operate a Sheltered Care Group Home;
Section 14-88 (a)1.

Dear Members of the Board,

Greener Pastures Holisticare, Inc., LLC ("Greener Pastures") is a Maine-based holistic occupational therapy and alternative health care provider wishing to provide recovery services for adult women at a facility located at 1851 Washington Avenue, Portland, ME 04103 ("the Property"), which is in the R-3 Residential Zone. Greener Pastures requests that the Zoning Board of Appeals grant a Conditional Use Permit to use the Property as a "sheltered care group home" pursuant to Section 14-88 (a)1. of the City of Portland's Land Use Ordinance. Enclosed with this letter is Greener Pastures' Conditional Use Appeal Application, including all required attachments.

Greener Pastures previously leased an office space at the Property, where it has conducted outpatient recovery services by appointment since late 2015. Greener Pastures currently holds a three-year lease on the entire Property, contingent on City approval of a Conditional Use Permit. The 7, 215 sq. ft. Property is currently used as a six bedroom, seven bath single family residence.

BACKGROUND: Greener Pastures administers a proprietary holistic approach to addiction, recovery, and wellness. With a combined 53 years of experience in the fields of medicine, allied health, therapy, counseling and human services, its Directors provide a rich and deep well of wisdom and trauma-informed, dual-diagnosis care. A list of the Directors includes an Occupational Therapist, Medical Doctor, Recreational Therapist, and Certified Holistic Recovery Coach. Staff include a Licensed Clinical Social Worker, a Licensed Drug and Alcohol

Counselor, CRMAs, Certified Yoga Instructor, and Registered Dietician. A brochure, and program details are attached for your perusal.

Since December of 2015, Greener Pastures has provided holistic wellness services to clients in Portland, Maine. Its broad treatment approach quickly narrowed to seeing just clients struggling with substance use disorder, and that clientele has grown significantly in 2017, in the throes of an unprecedented opiate addiction epidemic in Maine and Nationwide.

In response, Greener Pastures created and implemented a treatment protocol utilizing an holistic approach in conjunction with Occupational Therapy and intense personal and clinical supports. The success of our protocol has generated recommendations and referrals, and repeated requests for residential care. In the past six months of 2017, we have had to refer many potential clients to other providers due to a lack of space and staff. In order to grow its practice and meet the demand, Greener Pastures needs to expand beyond a single office and provide an intentional, dedicated residential program.

PROPOSED USE: Greener Pastures proposes to use the Property as a therapeutic residential program for adult women in recovery of substance-use disorders and co-occurring mental-health issues, such as anxiety and depression.

- ★ The program will have 11 beds for women only. Four rooms will be double-occupancy and one very large bedroom will be triple-occupancy. Each bedroom has a full private bath en suite.
- ★ Clients will self-pay, use private insurance as applicable, and Greener Pastures will produce a “Super Bill” for self-submission to private insurance. Two beds will be held open on a sliding scale fee schedule for clients at or below 200% of the Federal Poverty Guidelines.
- ★ The Greener Pastures Program is 28 days during which each woman receives room, board and therapeutic treatment.
- ★ The facility provides room and board during early recovery treatment. It is not a sober living house or residence. Clients leaving the 28 day treatment program will receive referrals and assistance in finding a sober living house, if appropriate.
- ★ Therapeutic treatment consists of daily individual counseling, daily group process therapy, daily occupational therapy, daily support groups, daily mindfulness practice (yoga, tai chi, massage, meditation, acupuncture, journaling,) daily nutritional counseling, weekly family and relationship counseling, weekly social work appointment, weekly recreational therapy, bi-weekly medical evaluation.
- ★ Each treatment week is methodically planned with a goal of solid and successful recovery that includes life skills, relapse prevention, commitment to ongoing treatment and fostering of strong community.
- ★ The program entails a very high staff:client ratio and the facility is adequately and abundantly staffed 24 hours per day, seven days a week.

APPLICABLE ORDINANCE PROVISIONS: Section 14-88 (a)1. of the City Land Use Ordinance permits the use of the Property as a “sheltered care group home.” Section 14-47 of the Ordinance defines this as: “A facility which, in addition to providing food and shelter to a defined population, provides guidance or counseling services. Such services are a primary function of the facility.”

In the R-3 Zone, sheltered care group homes are permitted as a conditional use *for up to twelve (12) individuals, plus staff, and serving a primary population which is not handicapped persons, parolees, persons involved in correctional pre-release programs, or current illegal drug users, provided that:*

- a. A sheltered care group home shall not be located within five hundred (500) feet of another, as measured along street lines to the respective property lines;*
- b. There shall be no open outside stairways or fire escapes above the ground floor;*
- c. The facility shall make provision for adequate on-site staffing in accordance with applicable state licensing requirements. If a facility is not licensed by the state, there shall be a minimum of one (1) staff person for every ten (10) residents or fraction thereof.*

The proposed use satisfies the requirements and parameters set forth in Section 14-88 (a)1.

Greener Pastures clients are not involved in correctional pre-release programs, on parole, engaged in current substance abuse or illicit drug use. Drug and/or alcohol use is prohibited and grounds for immediate dismissal from the program.

Greener Pastures attests that:

- a. The Property is not within 500 feet of another sheltered care group home.
- b. There are no open outside stairways or fire escapes above the ground floor.
- c. The staffing plan meets and exceeds State licensing requirements and there is always at least one staff member on duty for every 10 clients. The program is well staffed 24 hours per day, seven days a week to include, at minimum: six staff members during each weekday, two after-hours every day, and two overnight every night. Day staff during weekends is three. The Medical Director is on-call 24/7.

With respect to the additional conditions the Board may impose concerning the operation of a sheltered care group home in the R-3 zone:

- a. Site and building maintenance is in the Greener Pastures operating budget to provide independent contractor services for all yard, driveway, building and property maintenance services. Facility trash and recycling is picked up weekly by a private company.
- b. The property is electronically secured and monitored via a third-party system. Motion activated lights are at all key points spanning the entire property.
- c. All property lines are buffered by fences and trees. The paved parking lot accommodates approximately 15 cars and there is a four car garage.
- d. There are no immediate or long-term plans to make interior or exterior alterations or expansions.

In regard to the standards set forth in section 14-474 (c)2. of the City Code of Ordinances, the proposed use of the Property will not have substantially greater negative impacts than would normally occur from surrounding users or other allowable uses in the same zoning district.

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:

Although the Program operates continuously, only two staff will be on site during the evening and overnight hours, and they will park their cars in the garage. During business hours, there will be six staff regularly on site, with additional staff and clinicians periodically on site, so perhaps up to eight on a particularly busy day. The driveway accommodates four cars behind the garage, away from street view, and the garage accommodates four cars, so although the driveway can easily sit at least 15 cars, it will appear mostly empty on most days.

Clients are not permitted cars on site, nor do they operate any vehicle while in residence at the Greener Pastures program.

Program visitors park off-street in the driveway. Each week, family members are invited to attend an addictions educational meeting, family counseling, or an afternoon visit. Other site visitors might include a maintenance van, a massage therapist, acupuncturist or stylist. Again, there is ample off-street parking and privacy.

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:

Greener Pastures will make no alterations to the existing interior, exterior, grounds or parking areas. The appearance and impression of the property is not distinguishable from any other similar properties in the neighborhood. There are no outside trash receptacles. Trash and recycling receptacles are inside the garage and are picked up weekly by a private trash company. Greener Pastures does not permit smoking inside the building, but provides a small, well-screened area in the completely private back yard. The backyard is fenced on all sides and buffered by existing large pine and arborvitae trees. Outdoor activities take place in the backyard. Clients do not congregate, loiter or recreate anywhere in the yard other than the secluded back yard. No clients are outside at any time after 9:00 p.m.

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

Greener Pastures will place no signage on the property or building. Deliveries will be made via the backdoor off the driveway. Trash and recycling is stored in the garage and is picked up weekly by an independent contractor. Program materials and equipment are stored inside the

building or in the garage. The lawns, gardens and driveway are attended to in a timely and conscientious manner. The property is stately, quiet, and well-cared for.

D. Community Impact: By all appearances, Greener Pastures recovery program exists harmoniously in the neighborhood and draws no outward attention. By transitioning from an outpatient model of service to a residential recovery program, we hope to transform an under-utilized residence into a home for hope and healing for women struggling with substance use disorder. Greener Pastures staff is eager to roll up their sleeves and get into the hard work of fighting the addiction epidemic that is claiming too many young lives in Maine. The focus on women's recovery issues has implications for the next generation of Maine. Greener Pastures is committed to providing high-caliber therapeutic recovery care, including two allocated indigent care beds in service to our neighbors and our community. We embrace this work and stewardship with a grateful heart.

Sincerely,

Roxanne Gullikson
Chief Executive Officer

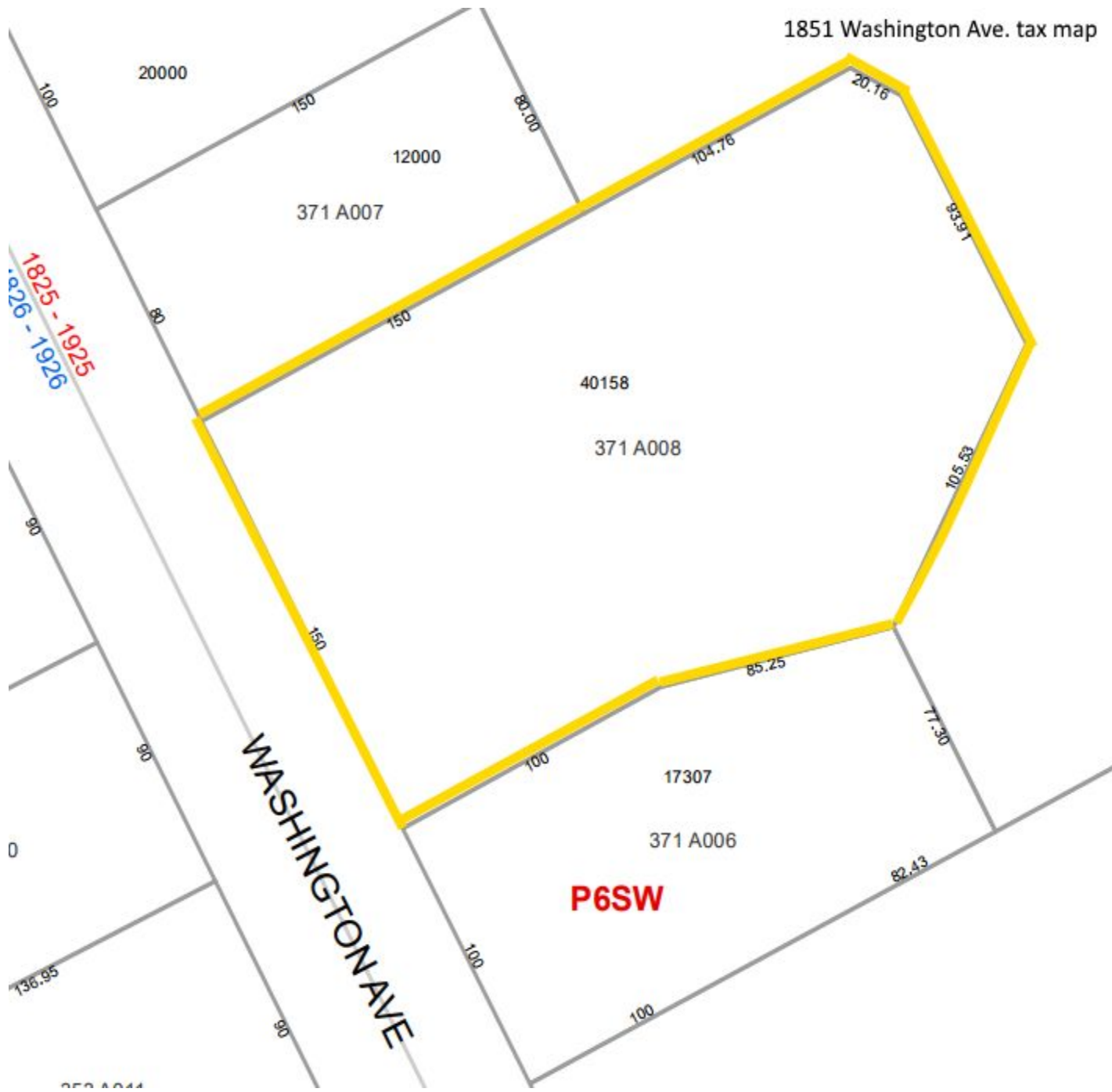
1851 Washington Avenue 04103 - Lot size - Setbacks - Parking





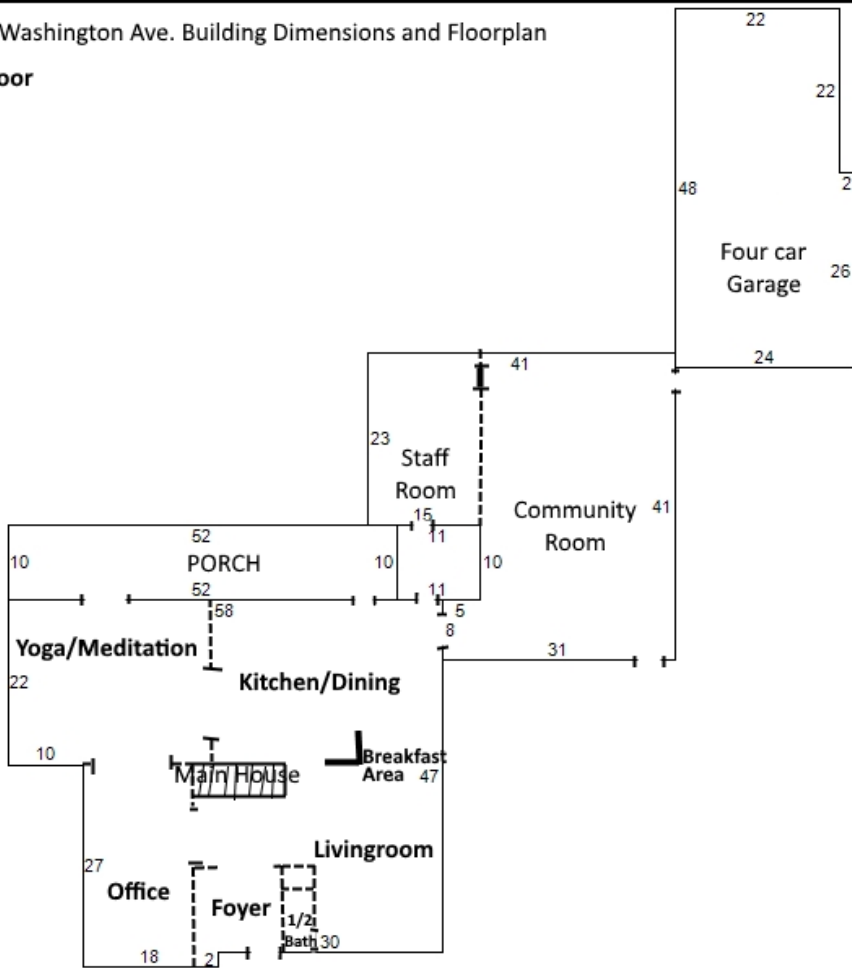
Portland City Tax Map

1851 Washington Ave. tax map



1851 Washington Ave. Building Dimensions and Floorplan

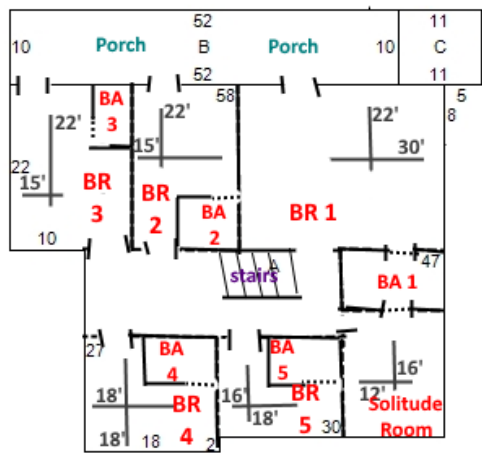
1st Floor



ID	Code	Description	Area
A		Main Building	2512
B	22/10	EMP ENCL MASONRY PORCH/1...	520
C	10/10	1sFR FRAME/1sFR FRAME	110
D	10	1sFR FRAME	1451
E	13	FG FRAME	1108

1851 Washington Ave. Building Dimensions and Floorplan

2nd Floor



ID	Code	Description	Area
A		Main Building	2512
B	22/10	EMP ENCL MASONRY PORCH/1...	520
C	10/10	1sFR FRAME/1sFR FRAME	110
D	10	1sFR FRAME	1451
E	13	FG FRAME	1108



Greener Pastures Holisticare

Women's Residential Recovery House

a mindfulness-based treatment program
that utilizes holistic medicine, humanist
philosophy, occupational therapy
and supportive community as
the cornerstones of recovery.



Individual Counseling & Coaching

Learn the tools to find your way back to YOU through recovery of the Body, Mind & Spirit.

Greener Pastures offers holistic counseling, coaching and therapy options to enhance your recovery.



Empower Yourself

The potential to change lies within you.

Recognize your worth, value and capability to create lifelong change.

Rediscover your internal strength, build your confidence and take control of your life.



Greener Pastures Recovery House

contact@greenerpasturesholisticare.com 207-835-9527 Portland, Maine

The program blends Occupational Therapy, Humanist philosophy, traditional counseling, and adjunctive modalities including:

occupational therapy
individual therapy
group therapy
drug & alcohol counseling
cognitive behavioral therapy (CBT)
somatic-based meditation
internal family systems work
recovery coaching
anger management
mindfulness-based relapse prevention
mindfulness-based living skills
horticultural therapy
medical evaluations
yoga
experiential therapies
mind-body work
reiki
horticultural therapy
motivational interviewing
holistic life coaching
health & wellness coaching
art therapy
music therapy
poetry
journaling
intensive writing workshops

Trauma-informed care and PTSD-resolution groups provide a safe environment to learn to self-regulate and process the suffering caused by addiction and trauma.

Individualized treatment plans include one-on-one sessions with a therapist, coach, and personal case manager to ensure both a linear continuity of care and optimum recovery. As clients progress through our program, they regain clarity, mindfulness, and full restoration of choice.

Our 28 day residential program offers a safe, structured environment and a therapeutic daily schedule that establishes a solid foundation for recovery.



A peaceful, therapeutic environment with large bedrooms, private baths, spacious living areas and a beautiful and private back yard.



Recovery Thrives In Community.
Call us today!



Natural And Holistic Approaches To Addiction And Recovery

1851 Washington Avenue, Portland, ME 04103 207.835.9527

DIRECTORS

Administrator, Program Director: Ronald Figaratto, OTR/L, is an occupational therapist with 18 years experience as a clinician, Rehab Director and Manager for the Maine Veterans Homes. His experience working with patients, their families, clinicians, therapists and facility Administrators has provided him a wealth of education and wisdom in navigating the resources and challenges of caring for fragile patients. As a compassionate therapist, Ron relies on his acquired skills and inherent empathy to provide “just right” care and treatment for his clients. In his role as Program Director, Ron designs and oversees the multiple therapeutic modalities in operation at Greener Pastures and the clinical staff.

Medical Director: Mary Callison, M.D. is a family practice physician with in-depth experience caring for patients throughout the State of Maine. A Navy veteran, Dr. Callison has extensive experience in treating patients with co-occurring diagnoses of substance use disorder and mental illness. As a private-practice Maine doctor, she has treated thousands of addiction-affected patients and their families; she's very much on the front lines in addressing the addiction epidemic in Maine. As the Greener Pastures Medical Director, Dr. Callison will perform all intake medical evaluations, participate in treatment and discharge planning, family meetings, and be on call for any and all medical issues clients may have. She will also conduct several educational workshops each month for patients and families.

Facility Director: Roxanne Gullikson, CHLC, is a recovery coach, mentor, and life coach in Portland, Maine. Her professional experience in human services has spanned the scope of life from owner/director of Live & Learn Preschool, a therapeutic preschool for children on the autism spectrum to Managing Director of a senior home care services company in Oxford County. As the Facility Director, Roxanne is in charge of patient outreach and intake, family meetings, plans of care and managing the Greener Pastures staff, ancillary services, and day-to-day operations.

Frank Watson
1851 Washington Ave
Portland ME 04103

10/19/2017

Zoning Board
389 Congress Street
Room 315
Portland, ME 04101

To Whom It May Concern,

I, Frank Watson, hereby give Roxanne Gullikson permission to represent my property at 1851 Washington Ave Portland, ME 04103 for the Conditional Use Application before the Zoning Board. All inquiries may be directed to Roxanne Gullikson for clarification of the plan and intention of our proposal. I thank you for your time and consideration.

Sincerely,



Frank Watson

COMMERCIAL LEASE

Lease made this 10th day of October 2017 by and between Francis J. Watson of Portland, Maine (hereinafter referred to as "Landlord") and Greener Pastures (hereinafter referred to as "Tenant").

1. Demised Premises

- A. Landlord is the record owner of a parcel of land situated at 1851 Washington Avenue, Portland Maine with a building thereon with a driveway and parking. The parcel, along with the building, parking facilities and all other improvements located on the parcel are hereinafter collectively referred to as the "Property".
- B. Landlord, for the term and subject to the provisions and conditions hereof, shall lease to Tenant, and Tenant shall accept from Landlord the above-described Demised Premises.
- C. The Demised Premises shall be used for medical rehabilitation and recovery and related usages only and for no other purposes.

2. Term

The original term of the Lease shall commence on 12/01/17 and end at 12/01/20 unless sooner terminated or extended as herein provided. Occupancy, shall commence on 12/01/17.

3. Rent.

The rent shall be \$5000. per month payable on the first (1st) day of each month.

4. Renewal of Lease.

Tenant shall have the option to renew its tenancy for one (1) additional three (3) year term provided the Tenant is not in Default on any of the terms, conditions, or provisions of this Lease. During any renewal period, all terms and conditions of this Lease shall remain in full force and effect. Any election to exercise an option to renew by Tenant shall be done so in writing which shall be provided to Landlord not later than six (6) months prior to the expiration of this Lease or of this Lease as extended.

5. Electricity. Gas. Water And Utilities.

Utilities serving the Demised Premises shall be paid by Landlord.

6. Repairs and Maintenance

- A. Tenant shall be responsible for all interior repairs and maintenance and Tenant shall maintain and at the expiration of the term of this Lease, or any renewal hereof, yield up the interior of the demised premises in as good repair, order and condition as the same shall be upon the commencement of this Lease, reasonable use and water, damage by fire or other casualty, and acts of public authority excepted.
- B. Tenant shall be able to make alterations to the Demised Premises at no cost to Landlord, only with prior written approval of Landlord.
- C. During the term of this Lease or any renewal period, Landlord shall be responsible to maintain the exterior and structural components of the Property.

7. Security Deposit

Upon the execution of this Lease, Tenant shall deposit with Landlord a sum equal to one month's rent as security for the full and prompt performance by Tenant of the terms and covenants of this Lease, none of which Security Deposit shall constitute rent for any month unless so applied by Landlord to compensate Landlord for all loss, cost, expense or damage suffered by Landlord due to default or failure of Tenant. To the extent Landlord has not applied such sum on account on default, the Security Deposit shall be returned to Tenant promptly after the termination of the Lease or any renewal hereof. The Security Deposit shall not earn interest.

8. Landlord Access.

Landlord shall have the right to enter the Demised Premises at all reasonable times for the purpose of making repairs and for making inspections. Landlord shall also have the right during the last six (6) months of this Lease or any renewal period to enter the Demised Premises for the purpose of showing to prospective tenants.

9. Assignment and Subletting.

Tenant shall not assign the Lease or sublet the whole or any portion of the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, however, Landlord shall have reasonable direction to approve or disapprove a prospective tenant or sublessee based upon such subtenant's or assignee's financial condition, the density of occupancy of the Demised Premises, and the use which the subtenant or assignee intends for the Demised Premises. No such assignment or subletting shall relieve or release the Tenant from any obligation or liability hereunder.

10. Indemnification.

Tenant shall defend Landlord from and against all claims, demands, and expenses for injury to person or damage to property occurring in or about the Demised Premises and arising out of the Tenant's use of the Demised Premises, and shall indemnify and hold harmless Landlord from and against all such claims, demands, actions, suits and expenses. Excepted are those claims and demands caused by the acts or omissions of the Landlord.

11. Insurance.

The Tenant shall procure and maintain during the term of this Lease and any renewal hereof, at its own expense, comprehensive public liability insurance with a responsible insurance company qualified to do business in the State of Maine, insuring the Tenant as well as the Landlord against all claims for injuries to persons occurring in or about the Demised Premises, in an amount satisfactory to Landlord.

12. Use of Premises.

Tenant covenants not to damage, injure, deface or commit waste upon the Demised Premises and to carry on no trade or occupation upon the Demised Premises which shall be unlawful or improper or contrary to any law of the United States, the State of Maine, County of Cumberland or ordinance or by-law for the time being in force in the City of Portland and Tenant shall comply with all rules and regulations of any Board of Fire Underwriters relating to the use by it of the Demised Premises.

Tenant expressly agrees to comply with all hazardous waste laws and regulations. Tenant covenants to protect, indemnify and hold Landlord harmless from and against all loss, cost, damage and liability, including attorneys fees and costs of litigation, suffered or incurred by Landlord on account of the violation of any law, ordinance or regulation.

14. Eminent Domain, Fire or Casualty.

- A. If the whole of the Property, Building or Demised Premises shall be taken or condemned for a public or quasi-public use under any statute or right of eminent domain or private purchases in lieu thereof by any competent authority, Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid

as a result of any such condemnation or purchase: and all rights of Tenant to damages therefore are hereby assigned by Tenant to Landlord. The foregoing shall not, however, deprive Tenant of any separate award as a result of its own petition for its fixtures, equipment, trade fixtures and moving expenses or for any other items which may be compensable under any law or statute applicable thereto to Tenant without regard to Landlord's award.

- B. If part of the Demised Premises or the Building shall be acquired or condemned as aforesaid, and such acquisition or condemnation shall render the remaining portion unsuitable for the business of the Tenant (in reasonable opinion of the Landlord), the term of this Lease shall cease and terminate as provided in Paragraphs 14. A. above. If such partial taking is not extensive enough to render the Demised Premises unsuitable for the business of Tenant, then, providing the Landlord shall have restored the remaining area of the Demised Premises and Building to a condition usable by Tenant, this Lease shall continue in effect except that Rent shall be reduced in the same proportion that the square footage of the Demised Premises taken bears to the original square footage demised.
- C. If all or a substantial portion of the Demised Premises shall be destroyed by fire or other casualty so as to prevent the Tenant from opening its business in a reasonable manner after whatever restoration shall have been taken by Landlord within one hundred twenty (120) days of such damage or destruction, Landlord or Tenant shall have the right to terminate this Lease renewal period, if such damage or destruction prevents it from carrying on its business for a period of one hundred twenty (120) days during the last year of this Lease or any renewal Term. During any period in which Tenant is unable to carry on its business in a reasonable manner, no Base rent or Adjustments shall be due by Tenant to Landlord.

15. Events of Default.

Each of the following events shall constitute an Event of Default under this Lease:

- (A) If Tenant shall fail to pay Rent, or any other sum payable to Landlord hereunder when due and such failure shall continue uncured for more than ten (10) days after written notice from Landlord to Tenant; or
- (B) If Tenant shall fail to perform or observe any of the terms, covenants or conditions contained in this Lease within ten (10) days after written notice thereof by Landlord; or
- (C) If a receiver or trustee is appointed to take possession of all or a substantial portion of the assets of the Tenant; or
- (D) If Tenant makes an assignment for the benefit of creditors; or
- (E) If bankruptcy, reorganizations, insolvency, creditor adjustment or debt rehabilitation proceedings are instituted by or against the Tenant under any state or federal law; or

- (F) If levy, execution, or attachment proceedings or other process of law are commenced upon, on or against Tenant or a substantial portion of Tenant's assets; or
- (G) If a liquidator, receiver, custodian, sequester, conservator, trustee or other similar judicial officer is applied for by the Tenant or appointed for the Tenant; or
- (H) If Tenant has become insolvent in the bankruptcy or equity sense; or
- (I) If, other than in the case of eminent domain, fire or other casualty, the Demised Premises are vacated, abandoned, or deserted during the term hereof or Tenant removes or manifests an intention to remove its goods and property from the Demised Premises

16. Remedies.

- A. Upon the occurrence of any Events of Default as set forth in Paragraph 15 above, this Lease shall terminate and Landlord lawfully may immediately after the expiration of any of the aforesaid periods or at any time thereafter and without further demand or notice enter into and upon the said demised premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claiming by, through or under it and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which otherwise may be used for arrears of rent or proceeding on a breach of covenant and upon entry and as aforesaid, this Lease shall terminate. In the event Landlord has not received the rent on or before the fifth (5th) day of any month of which it is due. Tenant shall be obligated to pay a late charge in the amount of Two Hundred Fifty Dollars (\$250.00) plus interest accruing on the unpaid sums from the date such sums became due at the rate of Twelve percent (12%) per annum. The late charge shall be in addition to, and shall not in any way limit any other rights or remedies available to Landlord under the terms of this Lease or at law or in equity.
- B. No termination of this Lease in the manner mentioned in paragraph 16A above shall relieve the Tenant of its obligations and liabilities under the Lease, and such obligations and liabilities shall survive any such termination. In the event of any such termination, the Tenant shall pay to the Landlord for the remainder of the term the equivalent of the amount of Rent which would be payable under this Lease by the Tenant if this Lease were still in effect, less the net proceeds, of any reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting.
- C. In the event of any proceedings are undertaken to enforce any obligation of this Lease, the prevailing party shall be reimbursed for the expenses involved, including without limitation, court costs and reasonable attorney's fees.

17. Construction Requirements of Landlord.

NONE

18. Surrender of Premises

At the expiration of this Lease, or its termination for other causes, Tenant is obligated to pay as liquidated damages to Landlord five (5) times the rent per day for each day of occupancy beyond the termination. Should landlord allow or permit Tenant to remain in the demised premises after the expiration of this Lease, this shall not be construed as a reinstatement of this Lease.

19. Quiet Enjoyment

Upon the payment of rent and performance of its other covenants and obligations on its part in this Lease contained, Landlord covenants that Tenant may have and enjoy demised premises free from hindrance by Landlord.

20. Notices.

Any notice required to be given under the terms hereof shall be given by mailing said notice, postage prepaid, if intended for the Landlord at such other place as the Landlord may designate from time to time in writing; and if intended for the Tenant to the demised premises or such other place as Tenant may designate from time to time in writing.

21. Liability for Casualty.

Landlord shall not be liable for any damages to property of Tenant or other entrusted to Tenant within the demised premises, nor for the loss of or damage to any property of the Tenant by theft or otherwise unless such is due to the negligence or default of Landlord, its agents, servants or employees. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said building or from the pipes, appliances or plumbing works or from the roof, street, subsurface or from any other place or by dampness or from any cause whatsoever nature; nor shall Landlord be liable for any such damage caused by other Tenants or persons in said building or caused by operation in construction of any public or quasi-public work; nor shall Landlord be liable for any latent defect in the demised premises or in the building of which they form a part. Tenant shall give reasonably prompt notice to Landlord in case of fire or accident in the demised premises or of defects therein.

22. Cumulative Rights.

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

23. Waiver.

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

24. Entire Agreement.

This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument on (DATE)

LANDLORD
FRANCIS J. WATSON

By: _____

TENANT
GREENER PASTURES

By: _____

QUITCLAIM DEED WITH COVENANT

(Maine Statutory Short Form)

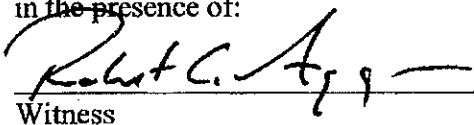
KNOW ALL PERSONS BY THESE PRESENTS, that **KIMBERLY J. WATSON** of, the City of Portland, County of Cumberland, State of Maine for consideration paid, does hereby Grant to **FRAN CIS J. WATSON of the City of Portland County of Cumberland State of Maine** with Quitclaim Covenants, the land together with all buildings thereon situated in the City of Portland County of Cumberland and State of Maine, being more particularly described as follows:

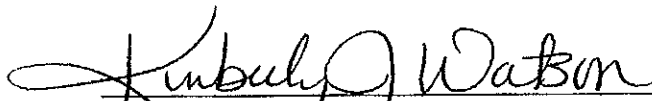
See attached Exhibit A – Property Description

THIS DEED PREPARED WITHOUT THE BENEFIT OF TITLE SEARCH

WITNESS my hand and seal this 1st day May 2009

Signed, Sealed, and Delivered
in the presence of:


Witness


KIMBERLY J. WATSON

STATE OF MAINE
COUNTY OF CUMBERLAND

May 1st 2009

Personally appeared the above-named KIMBERLY J. WATSON and acknowledged the foregoing instrument to be her free act and deed.

Before me,

SEAL

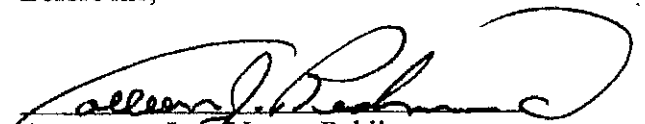

Attorney at Law/Notary Public
My commission expires: December 14, 2015

EXHIBIT 'A'

A certain lot or parcel of land, with the buildings thereon, situated on the westerly side of Washington Avenue, so-called, also known as the Old Gray Road, in the City of Portland, County of Cumberland and State of Maine, being shown as "Proposed Lot" on a plan of land titled "Standard Boundary Survey of the Haverty Estate Property" for Margaret Haverty dated through September 14, 2001 by Sebago Technics, Inc., recorded in the Cumberland County Registry of Deeds in Plan Book 203, Page 558, being more particularly bounded and described as follows:

Beginning at a ¾ inch iron pipe held on the westerly side of said Washington Avenue at the northwesterly corner of land now or formerly of David H. and Maureen P. Haverty by deed recorded in the Cumberland County Registry of Deeds in Book 15730, Page 76 and Book 2990, Page 216;

Thence North 09 degrees 46' 37" West, by and along Washington Avenue, a distance of 150.00 feet to a capped 5/8 inch iron rebar at the southwesterly corner of land now or formerly of Gregory and Norma M. St. Angelo by deed recorded in said Registry of Deeds in Book 11080, Page 69;

Thence North 79 degrees 27' 23" East, by and along said land of St. Angelo and passing through land now or formerly of Mary Margaret I. Haverty as shown on said Plan, a total distance of 254.76 feet to a 5/8 inch iron rebar set at an angle point;

Thence South 44 degrees 24' 38" East, passing through said land of Mary Margaret I. Haverty, a distance of 20.16 feet to a capped 5/8 inch iron rebar set at an angle point;

Thence South 10 degrees 04' 26" East, passing through said land now or formerly of Mary Margaret I. Haverty, a distance of 93.91 feet to a capped 5/8 inch iron rebar set at an angle point;

Thence South 43 degrees 12' 22" West, passing through said land now or formerly of Mary Margaret I. Haverty, a distance of 105.53 feet to a capped 5/8 inch iron rebar set at the northeasterly corner of said land of said land of David H. and Maureen P. Haverty;

Thence North 84 degrees 59' 24" West, by and along land of said David H. and Maureen P. Haverty, a distance of 85.25 feet to a capped 5/8 inch iron rebar set at an angle point;

Thence South 79 degrees 34' 14" West, by and along land of said David H. and Maureen P. Haverty, a distance of 100.00 feet to the point of beginning.

Bearings referenced herein are based on Magnetic North 1999.

Received
Recorded Register of Deeds
Aug 17, 2009 12:03:45P
Cumberland County
Pamela E. Lovley

2,921,189.387 321,433.995 Feet



Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS
Miscellaneous Appeal Application

Applicant Information:

502 Deering Center LLC

NAME

502 Deering Center LLC

BUSINESS NAME

55 Hamblet Ave, Portland ME 04103

BUSINESS ADDRESS

207-831-8585 denis@lachmanarchitects.com

BUSINESS TELEPHONE & E-MAIL

Owner

APPLICANT'S RIGHT/TITLE/INTEREST

B1-b Neighborhood Business

CURRENT ZONING DESIGNATION

Subject Property Information:

502 Stevens Ave, Portland 04103

PROPERTY ADDRESS

135-E-9

CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (If Different)

ADDRESS (If Different)

PHONE # AND E-MAIL

APPEAL PERTAINS TO SECTION 14- 343

EXISTING USE OF THE PROPERTY:

New mixed-use development with commercial 1st floor and 6 residential units total at 2nd & 3rd floors.

PAST USE OF PROPERTY:

Previously single family

BASIS FOR APPEAL AND RELIEF REQUESTED

Joint parking for 502 Deering Center per 14-343 for 7 out of 12 existing off-street residential parking spaces to serve commercial uses during peak commercial demand hours, which maintains the recommended residential reserve plus 1 surplus stall.

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

10/29/17

DATE

October 29, 2017

To: Chair and Members of the Zoning Board of Appeals
c/o Ann Machado, Zoning Administrator
City of Portland

RE: **Cover Letter & Memo – Request to Zoning Board of Appeals for Joint Parking Use Approval (14-343)**

From: Denis Lachman and Kiya Smith, Owners/Applicants

502 Deering Center is a new mixed-use project that was approved by the Planning Board as a Level III Subdivision & Site Plan Review in March 2017 (#2016-290). The approval included the 100% requirement of 12 off-street residential parking stalls for 6 dwelling units (2 stall/unit). Ten of the 12 stalls are onsite in the parking lot at the rear of the site, and 2 are remote within 1500' per 14-334. At the time of the approval marketing for commercial tenants had not yet begun, so commercial tenant uses and their associated parking requirements were not yet known. Construction is now underway and completion is scheduled for January 2018. There are now 3 commercial tenants on the ground floor, and an associated commercial parking requirement has been generated. To meet the commercial parking requirement, this memo requests approval from the Zoning Board of Appeals for:

joint parking for 502 Deering Center per 14-343 for 7 out of 12 existing off-street residential parking spaces to serve commercial uses during peak commercial demand hours, which maintains the recommended residential reserve plus 1 surplus stall.

502 Deering Center is ideal candidate for joint parking because it is a new mixed use project on a tight infill site at the heart of a compact busy neighborhood commercial node - where land is very limited and precious. This memo addresses the following relevant topics and approval criteria:

1. **Graphic Introduction to the Project**
2. **Purpose of the B1-B Base Zone is Mixed Use**
3. **Off Street Parking Requirements - Analysis & Conclusions**
4. **Joint Parking – an Ideal Candidate**
5. **Village Scale Mixed Transportation Use to Reduce Car Use & Parking**

Please do not hesitate to contact us if you have any questions at all.

Sincerely,
Denis Lachman and Kiya Smith

CC: Matthew Grooms, Planning Division
Barbara Barhydt, Development Review Services Manager, Planning Division
Pat Carroll & Matt Phillips Carroll & Associates

New Commercial & Residential Development

on Stevens Avenue
in the heart of Deering Center Village



Commercial

New ground floor commercial space, 300 to 2,200 +/- sf with flexible configurations for single or multiple tenants. Zoned B1-b for Neighborhood Business. Maybe your business on this "main street".

Residential

New rental units, (2) 3BR/2B + (4) 1BR/1B, in the heart of walkable Deering Center surrounded by schools, recreation, UNE, services & shops. Enjoy village life in the city!

Learn More

Construction starts Summer 2017. Tenant fit-out Fall 2017. Residential move-in early 2018. Visit lachmanarchitects.com or email 502DeeringCenter@gmail.com.

Stevens Avenue Front Facade



Roy's Shoe Shop

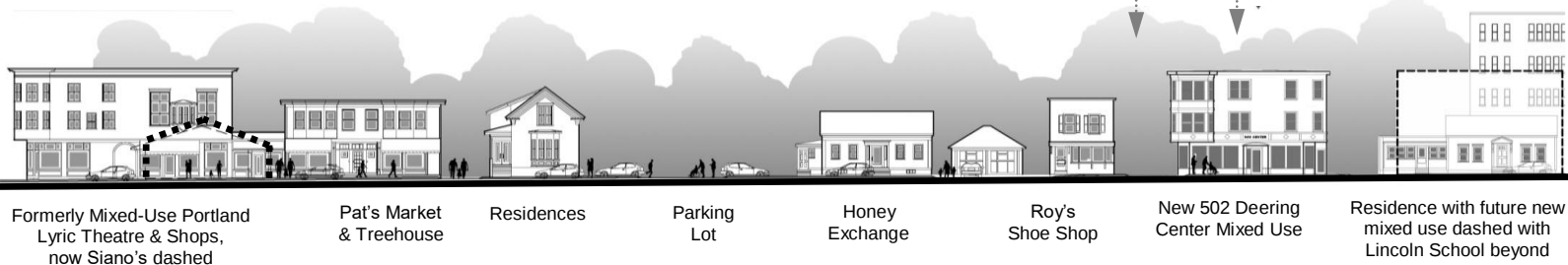
Village Pocket Park & Walkway

Sheltered Bus Stop

New 502 Deering Center

Walk/Driveway to Residential Entry & Rear Parking

Stevens Avenue Streetscape



1C — Ideal for Office,
Professional or Studio
with quiet private entry off
south-facing Pocket Park.



K Abutting Property, future new mixed-use .

2. The Purpose of the B1-B Base Zone is Mixed Use

502 Deering Center’s goal is to catalyze village and community vitality with Traditional Mixed Uses.

Commercial on the ground floor with **Residential Units** on 2 upper floors will generate a beehive of activity, enlivening the village’s already-healthy mix of traditional uses. The mixed use building type is a perfect match with its base zone, Neighborhood Business Zone (B-1b), and its purpose:

The purpose of the B-1b neighborhood business zone is to provide appropriate opportunities for the establishment of smallscale ground floor commercial uses to serve a local market, while preserving residential uses and character above the ground floor of structures. Suitable locations for this zone may include street intersections, arterial streets, and sites with existing or traditional neighborhood retail and service uses.

This zone shall encourage mixed use buildings such as commercial first floor with residential uses above or combined retail/office uses in a multistory structure.

Permitted uses in the B-1b zone include:

1. Residential Uses Permitted on the Ground Floor Level

- a. Any residential use permitted in the abutting residential zone.*
- b. Commercial use on the first floor with multifamily dwellings above.*
- c. Combined living/working spaces.*

2. Business Uses Permitted on the Ground Floor Level

- a. Professional, business, and general offices.*
- b. Business services.*
- c. Personal services.*
- e. Retail establishments.*
- g. Studios for artists, photographers and craftspeople.*
- h. Restaurants provided their hours of operation is between 6:00 a.m. and 11:00 p.m. each day. Maximum total floor area for use of the **public** shall be two thousand (2,000) square feet. Food service and consumption are the primary function of the restaurant.*

5. Uses Permitted Above the Ground Floor Level

- a. Any residential use. Including 1.c. Combined living/working spaces.*

Neighborhood Business zones occur in compact commercial nodes such as Deering Center Village where land is very limited. Consequently, joint parking is an ideal strategy for both the City and for applicants to meet parking requirements for mixed-use projects on tight infill sites. In this village center at heart of a large residential neighborhood, joint parking would strategically use some required residential spaces during the day for commercial use, that would otherwise remain empty and waste precious space that could be better devoted to people and economic activity, as encouraged in the B1-b zone.

3. Commercial Off-street Parking Requirements - Analysis & Conclusions

The Planning Board Level III Review approved 12 off-street residential parking stalls (6 dwelling units x 2ea, 100% requirement). At the time of the approval marketing for commercial tenants had not yet begun, so commercial tenant uses and their associated parking requirements were not yet known. There are 3 commercial tenants with differing uses, and each has a separate parking requirement, as described below:

Tenant 1A Front South (700 sf)

Use Description - This tenant is a Retail Establishment (see Definitions below). The tenant will offer coffee, sweet and savory baked goods that are made in an existing bakery offsite and only sold at this new storefront. The public area (including ordering, point of sale and limited seating) is very small (only 200sf) because this tenant's focus is the retail sale of goods. There is some limited seating (no more than 9 seats) at small café tables so customers can enjoy the baked goods. Food preparation is limited to warm up rather than cooking, so this is not a restaurant. This is an ideal village use (generates people activity) in an ideal location (prime corner storefront with high exposure from the street, the sidewalk and the pocket park).

Zoning Use Definition (14-47. Definitions) - *Retail Establishment: Means (1) any food service establishment with indoor seating capacity for nine (9) or fewer patrons; or (2) any shop or store offering goods or merchandise to the general public for direct consumption and not for resale,*

Tenant 1A perfectly matches this definition because it has less capacity for 9 patrons and offers goods to the general public for direct consumption. Note: The use is not a Restaurant (*Any food service establishment, with indoor seating capacity for ten (10) or more patrons*).

Tenant 1A Off Street Parking Requirement for “Retail Establishment”

(14-332 h) Retail stores: One (1) parking space for each two hundred (200) square feet of first floor area in excess of two thousand (2,000) square feet not used for bulk storage....

Tenant 1A Off Street Parking Conclusion – Tenant 1A is a Retail Establishment (by Definitions rather than a Retail Store) and the floor area is 700 sf (less than 2,000 sf) - therefore no offsite parking is required.

Tenant 1B Front North (580 sf)

Use Description - This tenant is a Personal Service (see Definitions below). The tenant will offer beauty and personal care for customers.

Zoning Use Definition (14-47. Definitions) – *Personal Service: establishments engaged in providing services involving the care of the person or his apparel, such as ... beauty and barber shops....*

Tenant 1B Off Street Parking Requirement for Tenant 1B “Personal Services”

(14-332 j) Offices: One (1) parking space for each two hundred (400) square feet, or major fraction thereof, of floor area of first floor area not used for bulk storage....

Tenant 1B Off Street Parking Conclusion – Tenant 1B is Personal Service, however there is no off street parking category for Personal Service, and the closest category is Offices; professional. The floor area of 1C is 580 sf (greater than 400 sf but less than 600 sf, “*major fraction thereof*”) therefore 1 parking space is required.

Tenant 1C Rear (980 sf)

Use Description - Tenant 1C is a Neighborhood Center (see Definition below). Tenant 1C will offer yoga, movement and wellness classes for adults and children. The space remains open without partitions for maximum movement area. This studio is also an ideal village use (generates people activity that is quieter and more intimate than high exposure street front) in an ideal location (surrounded by schools and families).

Zoning Use Definition (14-47. Definitions) - *Neighborhood Center: A portion of a building used for recreational, artistic, social, educational, health, culture, or similar activities and services, A neighborhood center is 10,000 square feet or less.*

Tenant 1C perfectly matches this definition because the use is *recreational, artistic, social, educational, health, culture* and less than 10,000 sf.

Tenant 1C Off Street Parking for Tenant 1C “Neighborhood Centers”

(14-332 v) Neighborhood Centers: One (1) parking space for each 150 square feet, or major fraction thereof, of floor area, except for neighborhood centers which serve primarily clientele from the surrounding neighborhood, the parking requirement shall be one (1) parking space per 1,000 square feet, or major fraction thereof, of floor area.

Tenant 1C Off Street Parking Conclusion - Tenant 1C is a Neighborhood Center (by Definitions). This entire mixed-use project in general and Tenant 1C in particular is purposefully devoted to *serving primarily clientele from the* (highly walkable) *surrounding neighborhood*. The floor area of 1C is 980 sf (less than 1,000 sf, but greater than 500 sf, “*major fraction thereof*”) therefore 1 parking space is required.

Summary Analysis & Conclusions

1A – Retail Establishment	0 stalls required
1B – Personal Service/Office	1 stall required
1C – Neighborhood Center	1 stall required
Total Commercial	2 stalls required

4. Joint Parking at 502 Deering Center – an Ideal Candidate

Land in Neighborhood Business zones in general and in compact commercial nodes such as Deering Center Village in particular is very limited. Consequently, joint parking is an ideal complement for mixed-use projects on tight infill sites. In this village center at heart of a large residential neighborhood, joint parking would strategically use some required residential spaces during the day for commercial use, that would otherwise remain empty and waste precious space that could be better devoted to people and economic activity.

Recognizing the opportunity to meet **both** the peak demand for residential use and the peak demand for commercial use (offset peak parking demand), the city's code permits joint use parking under 14-343, stating:

(a) the Board of Appeals may approve the joint use of a parking facility by two (2) or more principal buildings or uses where it is clearly demonstrated that the parking facility will substantially meet the intent of the requirements by reason of variation in the probable time of maximum use by patrons or employees among such establishments. This section shall apply to residential uses in B-1b, which propose joint use of a parking facility with another principal use in B-1b,

Joint Parking Approval Criteria are Met

Approval Criteria	Findings
<i>"...two (2) or more principal buildings or uses..."</i>	The proposal is for <i>"two (2) or more principal buildings or uses"</i> , therefore this criterion is met.
<i>"... meet(s) the intent of the requirements by reason of variation in the probable time of maximum use by patrons or employees..."</i>	The proposal demonstrates through offset peak demand hours and use or <i>"by reason of variation in the probable time of maximum use by patrons or employees"</i> , therefore this criterion is met. See below.
<i>"...apply to residential uses in B-1b..."</i>	The proposal is for <i>"residential uses in B-1b..."</i> , therefore this criterion is met.
<i>"...joint use...with another principal use in B-1b..."</i>	The proposal is for <i>joint use...with another principal use in B-1b..."</i> , therefore this criterion is met.

Variation in Peak Demand with Daytime Commercial Stalls

Nighttime Residential Peak Parking - Parking demand for residential units peaks between 10pm and 5am (Institute of Transportation Engineers (ITE), Parking Generation). During this overnight period, residential apartments will require 12 spaces while commercial use will generate no demand at all.	12 stalls provided
Daytime Commercial Parking - Conversely, peak parking demand for commercial use (Personal Services and Neighborhood Center) occurs between 10am and 7pm.	2 stalls required
Daytime Off-Peak Residential Reserve Parking - During daytime commercial peak parking demand, residential parking demand is greatly reduced. ITE residential data suggests residential demand during this off-peak period can be reduced to a 33% residential reserve factor to ensure parking for some residents that may come and go or work at home during the day	4 stalls reserve

Daytime Surplus Parking Stalls 6 surplus

Request for Additional Joint Parking for Long-Term Tenant Flexibility

At this moment in time, these particular tenants generate a commercial parking demand of 2 spaces. However their uses will likely evolve and tenants will change over time which may in turn generate additional daytime parking demand. Because current use generates a surplus of daytime parking, we request joint parking approval for 7 of the 12 off-street commercial spaces – which still provides a surplus of 1 stalls! This run-with-the-land approval of additional joint parking now would expand the tenant type and provide leasing flexibility in the future - without having to return to the ZBA for a future request. Please see examples below.

Nighttime Residential Peak Parking.	12 stalls provided
Daytime Commercial Parking.	7 stalls requested
Daytime Off-Peak Residential Reserve Parking	4 stalls reserve
Daytime Surplus Parking Stalls	1 stall surplus

Examples of expanded tenant type and leasing flexibility include:

Future Example for Space 1A – As an Retail Establishment, this tenant is limited to 9 seats. However, approval of joint parking for additional commercial spaces would allow this tenant to grow into a Restaurant with more than 9 seats, which in turn creates additional beneficial economic activity and property value. The restaurant parking requirement would be 5 stalls (700/1 stall per 150sf).

Future Example for Space 1C – Instead of the current Neighborhood Center, this space might become an Office use in the future, and would therefore require 2 parking spaces (at $1/400 > 800 < 1000 = 2$), which additional joint parking would allow.

Please Note: This request for 7 of the 12 maintains has no reduction the ITE suggested residential reserve of 4 stalls (33%) – and still provide a surplus of 1 stall!

Joint Parking Summary Findings & Conclusions

Joint parking for 502 Deering Center per 14-343 for 7 out of 12 existing off-street residential parking spaces to serve commercial uses during peak commercial demand hours meets all approval criteria.

During nighttime residential peak demand (10pm – 5am), all parking demands are met with no deficit and no surplus.

During daytime commercial peak demand (10am - 7pm), all commercial parking demands are met and residential reserve is met - plus 2 surplus off-street are provided.

A mixed use transportation plan has been designed into the project from its origin in order to encourage people to choose mixed forms of transportation, and thereby reduce car use and parking demand. Please see next page.

5. Village Scale Mixed Transportation Use to Reduce Car Use & Parking

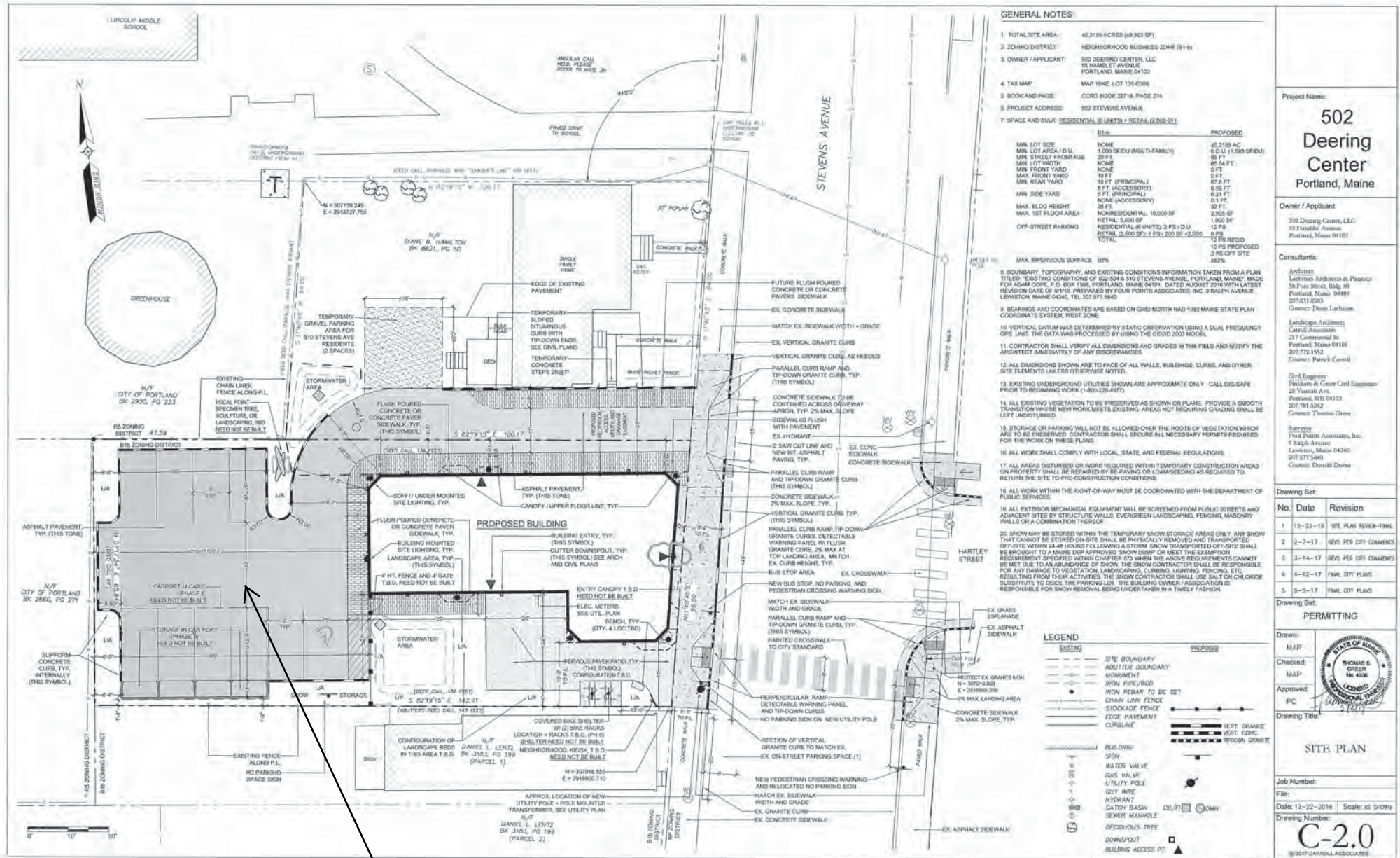
Mixed Transportation is an approach that encourages a variety of transportation modes – walking, busing and biking - in addition to cars. 502 Deering Center seeks to demonstrate how making it easy and convenient encourages people to choose mixed forms of transportation.

A Village Pocket Park is Purposefully to Attract People - A key building block for a thriving community is a public space - a welcoming, sunny, pause-and-meet spot. The new Village Pocket Park is an extraordinary opportunity to carve out precious private land in the village, devote private resources to its design, construction and maintenance, and program it as a public amenity for public use. The Village Pocket Park is perfectly situated to be a pause-and-meet spot along the Deering Center Walking Trail (yet to be created), that could cross the existing Portland Tails recreational trail to create a complementary recreational/urban trail intersection.

A Sheltered Bus Stop & Bench is Purposefully Designed Into the Building to Encourage Public Transit – 502 Deering Center is perfectly situated for Mixed Transportation. There is an existing bus stop in front of the property, and this project purposefully enhances it for use by residents of 502 who live above, for residents of 510 who live next door, and neighborhood users. A granite bench (reused foundation block) provides permanent seating sheltered from the weather by the upper floor bay above. The SE facing bench captures morning sun, while the building protects from north wind. The overhang's down light provides safe illumination and safety. The corner bench is purposefully located for excellent sight lines to both inbound and outbound buses. From the protected bench, out-bound riders can see their bus approaching from several block away, then cross the street to catch it. With real-time bus route status, residents who live above can drop (downstairs)-n-ride.

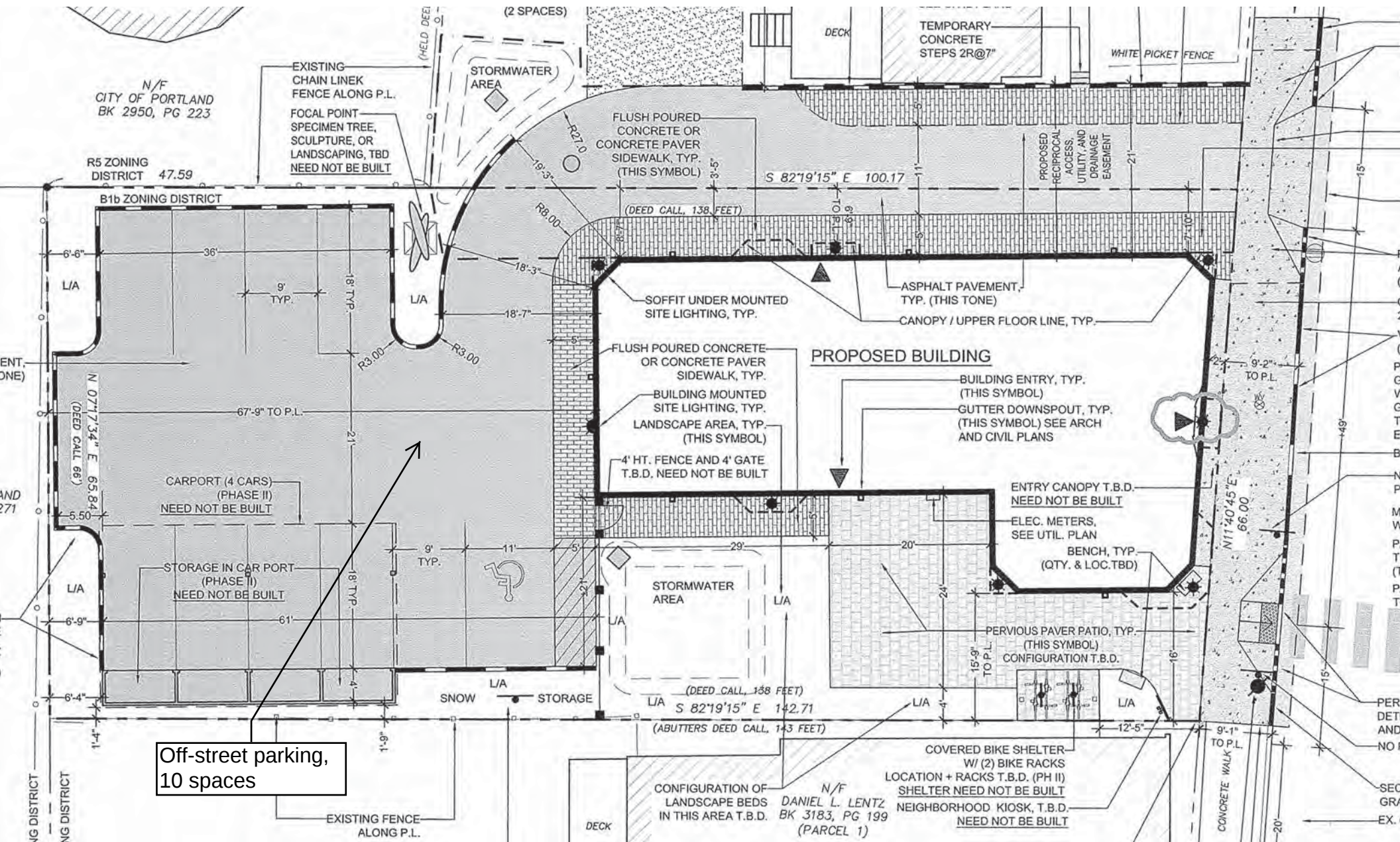
Features That Encourage Biking – Ample, safe and covered bike parking encourages neighborhood residents who may not wish to bike all the way into downtown a convenient alternative - leave their car at home and instead bike to the village. Coordinated with real-time bus route status for efficiency, they can park their bikes and hop n ride the bus. Note: this is a 21st century update of Deering Center's historic 19th and early 20th century transportation pattern, when residents commuted to downtown by streetcar. Bike parking also encourages neighbors to bike into the village to patronize businesses.

ZBA #3 - Final Site Plan, Approved by Planning



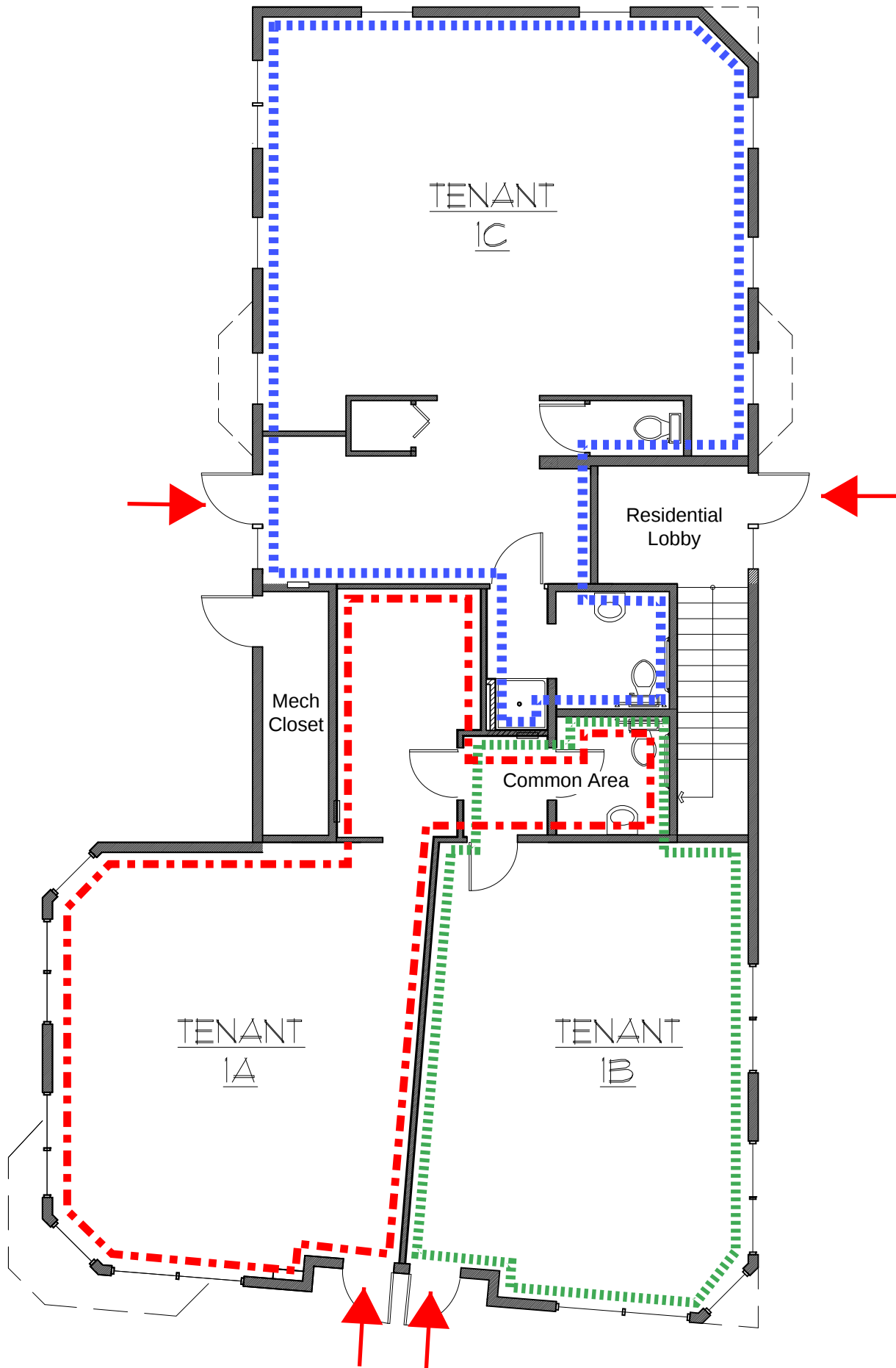
Off-street parking, 10 spaces	
----------------------------------	--

Off-street parking, 10 spaces



ZBZ Application #4 Floor Plan

502 Deering Center 10/22/17



ZBA #5 - Tax Map

April 1 2012 fy 2013

Tax Map Index; <http://www.portlandassessors.com/taxmaps.htm>

16SW

ZBA #6 – Photos of the Property



ZBA #7 Title

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

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links a-z](#)



Best viewed at
800x600, with
Internet Explorer

CBL	135 E009001
Land Use Type	SINGLE FAMILY
Verify legal use with Inspections Division	
Property Location	502 STEVENS AVE
Owner Information	LACHMAN DENIS J & KAREN J SMITH JTS 55 HAMBLET AVE PORTLAND ME 04103
Book and Page	32719/274
Legal Description	135-E-9 STEVENS AVE 502-504
	9643 SF
Current Rental Registration	Yes
Acres	0.2214

Current Assessed Valuation:

TAX ACCT NO.	20012	OWNER OF RECORD AS OF APRIL
LAND VALUE	\$92,000.00	2016
BUILDING VALUE	\$118,600.00	LACHMAN DENIS J &
NET TAXABLE - REAL	\$210,600.00	KAREN J SMITH JTS
ESTATE		55 HAMBLET AVE
		PORTLAND ME 04103
TAX AMOUNT	\$4,445.78	

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

Building Information:

Building 1	
Year Built	1860
Style/ Structure Type	OLD STYLE
# Stories	1
# Units	1
Bedrooms	3
Full Baths	2
Half Baths	0
Total Rooms	7
Attic	FULL FINSH
Basement	FULL
Square Feet	1789

[View Sketch](#)

[View Map](#)

[View Picture](#)

Outbuildings/Yard Improvements:

Building 1	
Year Built	1994
Structure	SHED-FRAME
Size	12X12
Units	1
Grade	C
Condition	A

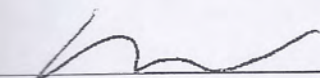
Sales Information:

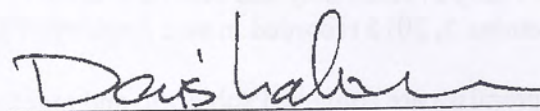
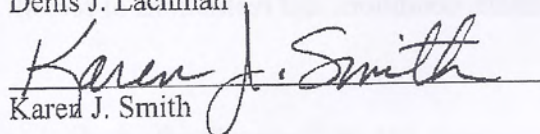
Sale Date	Type	Price	Book/ Page
11/6/2015	LAND + BUILDING	\$205,000.00	32719/274
3/30/2001	LAND + BUILDING	\$148,700.00	15150/57
4/25/1996	LAND + BUILDING	\$96,630.00	12468/57

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That **DENIS J. LACHMAN** and **KAREN J. SMITH** of the City of Portland in the County of Cumberland, and State of Maine, for consideration paid, grant to **502 DEERING CENTER LLC**, a Maine limited liability company with an address of 55 Hamblet Avenue, Portland, Maine 04103, with **WARRANTY COVENANTS**, the real property situated in **Portland**, County of **Cumberland**, and State of **Maine**, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14 day of August, 2017.

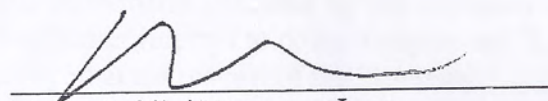

Witness


Denis J. Lachman

Karen J. Smith

State of Maine
County of Cumberland, ss.

August 14, 2017

Personally appeared before me the above named Denis J. Lachman and Karen J. Smith and acknowledged the foregoing instrument to be their free act and deed.


Notary Public/Attorney at Law
Name / Commission:

STEPHEN Y. HODSDON



Maine Notary Public
Commission Expires
January 29, 2020

08/15/2017, 12:32:20P

Register of Deeds Nancy A. Lane E-RECORDED

EXHIBIT A

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

Northerly by land formerly of Thomas Kimball; easterly by Stevens Avenue and southerly and westerly by land formerly of Calvin S. Goddard, said land being sixty-six (66) feet on Stevens Avenue and one hundred thirty-eight (138) feet deep. Said premises are numbered 502-504 Stevens Avenue.

Meaning and intending to convey and hereby conveying the same premises described in a deed from Philip F. Kaminsky and Sherrie Kaminsky to Denis J. Lachman and Karen J. Smith dated November 5, 2015 recorded in said Registry of Deeds in Book 32719, Page 274.

The premises are conveyed subject to and together with, as the case may be, all easements, covenants, conditions and restrictions of record.

502 Stevens Ave - Miscellaneous Appeal

