

Department of Planning & Urban Development

Marge Schmuckal  
Zoning Administrator

Jeff Levine  
Director Planning & Urban Development



RECEIVED

CITY OF PORTLAND ZONING BOARD OF APPEALS JUN 30 2014  
Conditional Use Appeal Application

Applicant Information:

Subject Property Information  
Dept. of Building Inspections  
City of Portland Maine

MARIE ADELSON

NAME:

PORTLAND HOUSING DEVELOPMENT CORPORATION

DAYSIDE ANCHOR DEVELOPMENT CO, LLC

BUSINESS NAME

14 BAXTOR BOULEVARD

ADDRESS

PORTLAND, ME 04101

207. 773. 4753

TELEPHONE #

OWNER

APPLICANT'S RIGHT, TITLE OR INTEREST  
(eg; owner, purchaser, etc)

R-7

CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

VACANT / PARKING LOT

8150 OXFORD ST

PROPERTY ADDRESS

MAP 22, BLOCK 1, LOTS 4 + 1

CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (if different)

SAME AS APPLICANT

NAME

ADDRESS

CONDITIONAL USE AUTHORIZED BY

SECTION 14 - 137

TYPE OF CONDITIONAL USE

PROPOSED:

NURSERY SCHOOL in

new Portland Housing Development

Corp. building

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

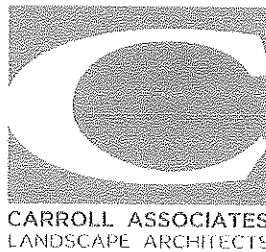
1. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and
2. The proposed use will not create unsanitary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

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

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

[Signature]  
SIGNATURE OF APPLICANT

6/30/2012  
DATE



June 30, 2014

Ms. Marge Schmuckal, Zoning Administrator  
City of Portland  
389 Congress Street  
Portland, ME 04101

RE: Bayside Anchor Conditional Use Application

Dear Marge,

On behalf of the Portland Housing Development Corporation and Bayside Anchor Development Company, LLC we are submitting an Application for Conditional Use related to the proposed Bayside Anchor Project located at 81 Oxford Street.

This project entails new construction of 45 residential apartments to be built on the corner of East Oxford and Boyd Streets, within the existing East Bayside campus owned and managed by the Portland Housing Corporation. The proposed building is also envisioned as a community focus for the neighborhood and will consolidate several existing community facilities, including the Head Start program, the local residential management offices for Portland Housing, and a neighborhood policing office. These three functions currently exist in the immediate neighborhood but are proposed to be relocated to this new facility.

The Application being submitted is specific to the Head Start program use, which is considered a nursery school and as such requires a Conditional Use Permit. The Opportunity Alliance (TOA) will lease approximately 1200 square feet of space from the Bayside Anchor Apartments LP to house their Head Start and Childcare programs for this area. The programs serve 4 and 5 years olds from low income families in the neighborhood. Head Start is a federally funded half-day morning early childhood education program during the school year. The TOA Childcare program serves the same children in the afternoon.

The Head Start and Childcare programs have been serving PHA residents in its current location on PHA property, 58 Boyd Street, since the early 1990's. It fills a tremendous need and has become an integral part of PHA's effort to promote and assist families to succeed and achieve self-sufficiency. PHA families are the priority for the program's annual recruitment and registration. If slots remain unfilled, other low income families from the neighborhood can take advantage of the program. The large majority of participants are Portland Housing Authority residents.

Head Start eligibility is based on household income. Approximately 90% of enrollees must come from households with incomes at or below the federal poverty line. Currently, 100% of the children in the East Bayside Head Start location are from households with incomes below the federal poverty line. No fees are charged to families with children in the Head Start program.

During the summer, when the Head Start and Childcare programs are inactive, the space is used for a variety of neighborhood services including the Summer Lunch Program operated by the Portland Housing Authority with funding from USDA and the Maine Dept. of Health and Human Service Summer Food Service Program. We anticipate this space will also be used for large community meetings and workshops.

The East Bayside Summer Lunch Program charges no fees pursuant to federal Summer Food Service Program (SFSP) rules that provides free meals that meet Federal nutrition guidelines to all children 18 years old and under in areas with significant concentrations of low-income children.

This application addresses the following Standards relating to Conditional Use:

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*

Response: As indicated above, the Head Start Program has been operating on the East Bayside campus for over 20 years and serves an important segment of the East Bayside neighborhood. The majority of the children enrolled into the program are residents of the Portland Housing properties, and most walk to the current program location. We anticipate the same trend upon relocation to the Bayside Anchor building. Sidewalk improvements including curb bump-outs, new crosswalks, and a designated drop-off area on Boyd Street will provide a safe pedestrian area directly adjacent to the Head Start entrance for staff, students, and visitors.

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.*

Response: The Head Start program is proposed to be located in the southwest corner of the new Bayside Anchor Building with direct access to Boyd Street and a secondary access onto the community terrace area located on the west side of the building. It is anticipated that the children will be taken on supervised trips to the existing playground located across Boyd Street adjacent to the Community Gardens. The current number of students will be maintained at approximately 15-20. We do not anticipate any unsanitary or harmful conditions created as a result of this use.

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.*

Response: The Head Start program currently exists approximately 500 feet west of the proposed Bayside Anchor project. Its relocation to this site provides a stronger sense of community, maintains easy accessibility from the entire East Bayside neighborhood, and integrates with the residential and community functions that will occur in the Bayside Anchor building. The location on the southwest corner of the building provides separation from other residential or community use. A safe, designated outdoor gathering space is proposed on the west side of the building. All storage, solid waste, and other impacts of the program will be integrated into the Bayside Anchor building program, which has interior trash and bicycle storage rooms. A designated drop off area adjacent to the entrance, new crosswalks, and widened sidewalks will provide safe and effective circulation and gathering for students as well as neighborhood residents.

Attached please find supporting plans and documents as required in the Application and a check for \$150.00 covering the Application and Processing fees. We feel strongly that the Application meets the Conditional Use requirements of the R-7 zone for Nursery Schools and look forward to meeting with the Zoning Board of Appeals to discuss the project in greater detail. Please do not hesitate to contact me if you have questions or need additional information.

With Regards,  
CARROLL ASSOCIATES



Patrick J. Carroll, Principal  
CC: Mark Adelson, PHA  
Brooks More, Avesta  
Rick Knowland, City of Portland

## OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT dated this 16<sup>th</sup> day of July, 2013, is by and among PORTLAND HOUSING AUTHORITY, a Maine nonprofit corporation having a mailing address of 14 Baxter Boulevard, Portland, ME 04101 (the "Seller"), and PORTLAND HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation having a mailing address of 14 Baxter Boulevard, Portland, ME 04101 or its assigns ("Buyer").

### RECITALS

WHEREAS, Seller is the owner of a certain parcel of land, and all improvements, buildings and fixtures presently on the real estate, at the corner of Boyd and Oxford Streets in the City of Portland, Maine and being a portion of its Bayside East Public Housing Project ME 003005, shown as the cross hatched parcel on the Boundary Survey and Lot Division attached hereto as Exhibit A (the "Premises"); and

WHEREAS, Seller wishes to grant to Buyer, and Buyer wishes to accept, an option to purchase (the "Option") with respect to the Premises upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Option Period; Extension; Exercise of Option. Seller hereby grants Buyer the option to purchase the Premises for a period extending through July 31, 2015 (the "Option Period").
  - a. The Option and the obligation of each of the Seller and Buyer shall be conditional upon (i) approval by the United States Department of Housing and Urban Development ("HUD") of a demolition disposition by Portland Housing Authority in order to remove the Premises from the Declaration of Trust currently encumbering the real estate and authority to transfer the Premises to Buyer or its assigns, for the development of multi-family housing thereon; (ii) receipt of all required municipal and state approvals for the development of a mixed-income family housing project of approximately 42 units to be located on the Premises; and (iii) and an award of Low Income Housing Tax Credits for such development.
  - b. Buyer may exercise the Option at any time during the Option Period by giving written notice to Seller of its intent to exercise the Option (the "Purchase Notice"). Notice delivered to Seller or sent to Seller by certified mail, return receipt requested, at the above address shall be sufficient.
2. Purchase Price. Subject to adjustment as set forth below, Buyer shall pay Seller a purchase price of Two Hundred Ninety Three Thousand Nine Hundred Fifty Dollars (\$293,950.00) (the "Purchase Price").

3. **Closing.** If Buyer exercises the Option, closing shall take place at a date and time and at a location agreed upon by the Buyer and the Seller, within ninety (90) days after the date of the Purchase Notice.

4. **Conditions to Sale.** If Buyer exercises the Option, the following terms and provisions shall apply:

- a. Title to the Premises shall be conveyed to Buyer by good and sufficient Warranty Deed, which deed shall convey good and clear record and marketable title to the Premises, free from encumbrances except provisions of existing building and zoning laws and any covenants and/or easements of record provided same do not interfere with Buyer's intended use of the Premises; such real estate taxes for the then current tax period which are not due and payable on the date of delivery of such deed; utility and access easements in common with Seller's adjoining developments, and any matters of record which in Buyer's opinion do not interfere with Buyer's plans to develop the property. Buyer shall notify Seller of any defects in title that would make Seller unable to give title to the Premises as herein stipulated. Seller shall be obligated to proceed in good faith to cure any such title defect(s). If required, the closing shall be extended to allow Seller time to cure any such title defects, but in no event shall the closing be extended more than thirty (30) days for such purposes. If a title defect exists, Buyer may elect, by written notice to Seller, either (i) to accept title to the Premises subject to any uncured defects in title or (ii) to terminate the Option, whereupon any extension fee(s) paid by Buyer to Seller shall be immediately refunded to Buyer, the obligations of all parties hereunder shall cease, and neither party shall have any claim against the other by reason of this Agreement.
- b. Each party shall pay one-half of the Maine state transfer tax.

5. **Representations.** Seller represents, covenants and warrants to and agrees with Buyer as follows:

- a. Seller is the current owner of the Premises, and; subject to approval by HUD, has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of the obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, injunction or decree of any court or governmental authority or any agreement or instrument to which Seller is a party or by which Seller is bound.
- b. There are no agreements or contracts affecting the Premises or any use of the Premises that would not be terminable at will by Buyer without penalty from and after the Closing, other than those for which Seller will be seeking

approval from HUD in connection with its demolition disposition application.

Buyer represents, covenants and warrants to Seller that Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder: (i) have been duly authorized by all requisite action; and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the by-laws or articles of organization of Buyer or any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound.

6. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be deemed to have been given if in writing and mailed by certified or registered mail, return receipt requested, postage prepaid, or hand delivered, addressed to the parties at the address set forth in the first paragraph above or to such other address(es) as either party shall have last designated by like notice in writing. All notices shall be effective upon hand delivery or mailing, whichever first occurs.

7. Further Assurances. The parties agree that up to and after the date of closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.

8. Buyer's Access. Buyer and others whom Buyer may designate shall have the right, at all reasonable times, at Buyer's sole cost and expense, risk and hazard, to enter upon the Premises to examine and/or show the same and make, or cause to be made, engineering studies with respect thereto, including, without limitation, surveying, conducting test borings in order to determine sub-soil conditions, and in general conducting all other tests, analysis and studies of the Premises which Buyer deems prudent in connection with Buyer's intended development or use of the Premises. Buyer shall restore the Premises following any testing as reasonably as possible to its pre-existing condition, unless otherwise agreed by Seller.

9. Construction of Agreement. This instrument, executed in duplicate, is to be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and Buyer. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Time is of the essence with respect to all dates set forth in this Agreement.

10. Risk of Loss. The risk of loss shall remain on Seller at all times until closing.

11. Assignment. Buyer may assign this Agreement to any party affiliated with Buyer on in which Buyer or an affiliate of Buyer has an interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER: PORTLAND HOUSING AUTHORITY

By: Mark Adelson  
Mark Adelson  
Its Executive Director

BUYER: PORTLAND HOUSING DEVELOPMENT CORPORATION

By: Mark Adelson  
Its President

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.

July 16, 2013

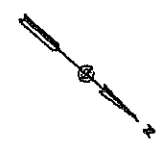
Personally appeared the above-named, Mark Adelson, Executive Director of Portland Housing Authority and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Portland Housing Authority.

Before me,

Sharon E.B. Buffinton  
Notary Public/Attorney at Law

SHARON E.B. BUFFINTON  
NOTARY PUBLIC OF MAINE  
My Commission Expires February 28, 2019  
Printed Name





**PLAN ASSUMPTIONS**

1. All lot boundaries, measurements and areas are based on the most recent available surveys.
2. All measurements are in feet and inches.
3. All bearings are in degrees, minutes and seconds.
4. All bearings are in degrees, minutes and seconds.
5. All bearings are in degrees, minutes and seconds.

**NOTES**

1. A 10-foot wide easement for utility lines is shown along the western boundary of the subject lot.
2. A 10-foot wide easement for utility lines is shown along the northern boundary of the subject lot.
3. A 10-foot wide easement for utility lines is shown along the eastern boundary of the subject lot.
4. A 10-foot wide easement for utility lines is shown along the southern boundary of the subject lot.
5. A 10-foot wide easement for utility lines is shown along the western boundary of the subject lot.
6. A 10-foot wide easement for utility lines is shown along the northern boundary of the subject lot.
7. A 10-foot wide easement for utility lines is shown along the eastern boundary of the subject lot.
8. A 10-foot wide easement for utility lines is shown along the southern boundary of the subject lot.
9. A 10-foot wide easement for utility lines is shown along the western boundary of the subject lot.
10. A 10-foot wide easement for utility lines is shown along the northern boundary of the subject lot.



**CONTRACT**

FOR THE DESIGN OF A SUBDIVISION OF LAND TO BE KNOWN AS '...' AND FOR THE PREPARATION OF THE PLANNING AND DESIGN SERVICES...

DATE: 11/21/2023  
 SCALE: AS SHOWN  
 SHEET: 1 OF 1

**BOUNDARY SURVEY AND LOT DIVISION**

**LOT DIVISION**

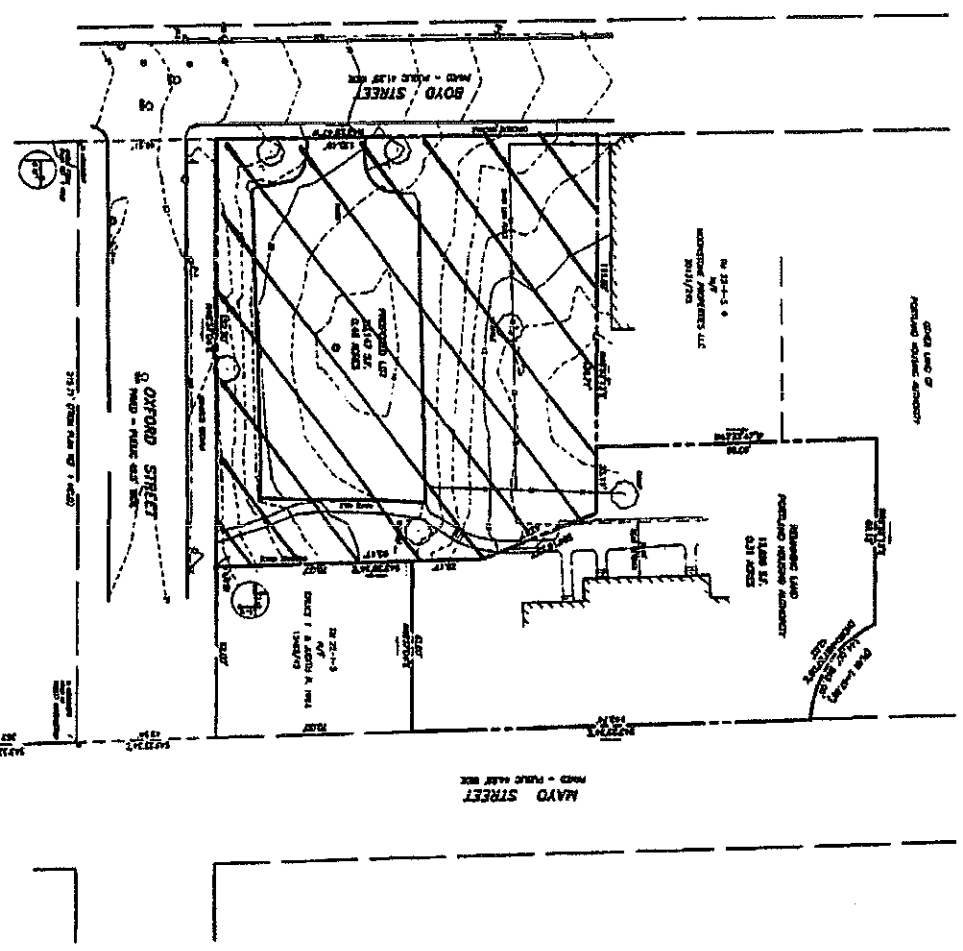
CORVU STREET & BOYD STREET, PORTLAND, MAINE

LAND FOR THE  
**PORTLAND HOUSING AUTHORITY**

**OLIVER HANSELL, INC.**

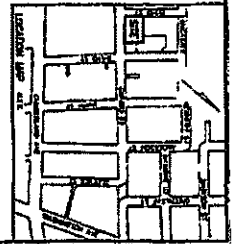
1100 N. GARDNER AVENUE, PORTLAND, ME 04108

DATE	11/21/2023	NO. OF SHEETS	1 OF 1
SCALE	AS SHOWN	DATE	11/21/2023
PROJECT	BOUNDARY SURVEY AND LOT DIVISION	NO. OF SHEETS	1 OF 1



**LEGEND**

- • • • • PROPERTY LINE
- ○ ○ ○ ○ EASEMENT
- □ □ □ □ LOT
- ▤ ▤ ▤ ▤ ▤ UTILITY
- ▨ ▨ ▨ ▨ ▨ CONCRETE
- ▩ ▩ ▩ ▩ ▩ EXISTING
- ▧ ▧ ▧ ▧ ▧ EXISTING
- ▦ ▦ ▦ ▦ ▦ EXISTING



# My Map

